

Terms and Conditions of FINI¹

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¹ These Terms and Conditions are part of the HKSCC Rules and any amendment thereto shall be subject to the Commission’s approval.

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Part A: General Terms and Conditions

1. Interpretation and Definition

- 1.1. Unless otherwise expressly stated to the contrary, terms used herein shall bear the meanings as ascribed to them in Schedule 1.
- 1.2. Headings are for ease of reference only and do not form part of these Terms and Conditions.
- 1.3. A reference in these Terms and Conditions to a FINI User shall, as the context requires, include its Authorized Users.
- 1.4. A reference in these Terms and Conditions to a FINI User's Access Credentials shall be deemed to refer to its Authorized Users' Access Credentials.
- 1.5. A reference in these Terms and Conditions to a FINI User's conduct or act (including but not limited to logging into, using and continuing to use, or otherwise accessing FINI) shall include any such conduct or act done by any person using the Access Credentials of the FINI User or purportedly with the authority of the FINI User, whether in fact authorized by the FINI User or not.
- 1.6. Except as otherwise expressly provided, all references to a specific time of day refer to the specific time of day in the time zone of the Hong Kong Special Administrative Region.
- 1.7. Words and expressions in the singular include the plural and vice versa.
- 1.8. 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 English version shall prevail.
- 1.9. To the extent of any inconsistency between these Terms and Conditions (including any User Supplement) and the FINI User Guide, these Terms and Conditions shall prevail.

2. Modification, discontinuance, termination and enforcement

- 2.1. HKSCC reserves the right to modify or discontinue FINI temporarily or permanently at any time. In particular, HKSCC shall be entitled, in its sole discretion, to temporarily suspend all or part of FINI in order to upgrade or modify or for the maintenance of FINI or any related systems. Prior notification will be given to FINI Users if practicable but HKSCC shall have no obligation to give such notification.
- 2.2. Upon request by a Regulator or HKSCC considers appropriate for any reason in its sole and absolute discretion, HKSCC may vary, restrict, suspend or terminate any FINI User's access to all or part of FINI or any information on FINI on such terms and for such period as the Regulator or HKSCC (as the case may be) shall think fit, whether in respect of a New Listing or otherwise. Neither the Regulator nor HKSCC shall be required to give any reasons for the exercise of its powers and its decision shall be final and binding on the FINI User. When exercising its

discretion under this section, HKSCC will take into account all the relevant circumstances and any obligations of the FINI User under Legal and Regulatory Requirements. The affected FINI User will be notified as soon as practicable.

- 2.3. If a FINI User breaches or fails to fulfil any obligation contained in these Terms and Conditions or upon the occurrence of an Event of Default, HKSCC reserves the right to, and FINI User agrees that HKSCC may, vary, restrict, suspend or terminate any FINI User's access and use immediately or on such terms and for such period as HKSCC shall think fit and without prior notice.
- 2.4. Notwithstanding sections 2.2 and 2.3 above, HKSCC shall consult the Commission before exercising its powers to suspend or terminate a Share Registrar User's access to FINI and will not exercise the power if the Commission is in opposition to the suspension or termination.
- 2.5. A FINI User may terminate its registration to FINI by providing written notice to HKSCC in such manner as prescribed by HKSCC or set out in the FINI User Guide.
- 2.6. At any time after receipt of notice to terminate from a FINI User, HKSCC shall have the right to decline to accept any instruction or give effect to any transaction involving such FINI User if HKSCC considers it appropriate in the interests of HKSCC or other FINI Users. The termination of registration in FINI of a FINI User will not affect any rights or liabilities of the FINI User arising out of matters which have taken place prior thereto; for the purpose of settlement of any such rights or liabilities of the FINI User, HKSCC may continue to treat the FINI User as a FINI User. Any provision which expressly or by implication is intended to come into or continue in force on or after termination of a FINI User's registration in FINI shall remain in full force and effect and binding on the FINI User.
- 2.7. HKSCC and all Relevant Parties shall not be liable or responsible in any way to any FINI User or any third party for any Damages or Losses arising from or in connection with any variation, restriction, suspension or termination of FINI and/or the FINI User's access.
- 2.8. HKSCC reserves the absolute right, in its sole discretion, to unilaterally vary these Terms and Conditions in any way and at any time, by publishing the updated version on the HKEX Website. The updated version will also be made available to FINI users when they log-in to FINI following the updated version being published on the HKEX Website. If a FINI User continues to use FINI subsequent to publication on the HKEX Website of the updated Terms and Conditions, it will be deemed to have accepted those Terms and Conditions.
- 2.9. HKSCC may, having notified the Commission, and in the interests of the efficient operation of FINI and/or in the interests of a FINI User, waive the application of any condition or requirements of, or pursuant to, these Terms and Conditions.
- 2.10. HKSCC or any Relevant Party's failure or delay in exercising or enforcing any of its rights against a FINI User shall not operate as a waiver of such rights nor shall it prejudice or affect HKSCC's or the Relevant Party's rights subsequently to act strictly in accordance therewith.

- 2.11. Unless expressly provided to the contrary, all questions concerning the interpretation or application or any other matter in connection with these Terms and Conditions (including without limitation any order, directions or guidance issued by HKSCC and all Relevant Parties) shall be determined by HKSCC (or the Relevant Parties, as applicable), whose decision, provided it is made in good faith, shall be final and binding on all parties.

3. Services

- 3.1. FINI (Fast Interface for New Issuance) is a digital platform which provides FINI Users, subject to these Terms and Conditions, with:
- (a) an electronic means to submit and retrieve documents and information for processing matters relating to New Listings, including but not limited to initiation of the New Listing, subscription, funding confirmation, allotment, regulatory vetting, settlement and securities admission;
 - (b) access to workflows, data and other functions related to these processes; and
 - (c) such other services as may be provided by HKSCC as the operator of FINI.

4. Acknowledgement of the Terms and Conditions

- 4.1. Access to and the use of FINI is granted to each FINI User subject to and in accordance with these Terms and Conditions.
- 4.2. Each of the following constitutes acceptance of these Terms and Conditions (including any variations made pursuant to section 2.8 herein) by a FINI User, and the FINI User will be deemed to have read and accepted these Terms and Conditions:
- (a) submission of a duly signed and completed Application Form for the access to and use of FINI;
 - (b) use of the FINI User's Access Credentials to access FINI; or
 - (c) any continued use of FINI via the FINI User's Access Credentials.

5. Access to FINI

- 5.1. A FINI User shall designate Authorized Users to access FINI on its behalf, and appoint Delegated Administrators to administer and manage the access profile of the FINI User's Authorized Users in FINI.

Log in to FINI

- 5.2. A FINI User shall set up appropriate Access Credentials as specified in the FINI User Guide.
- 5.3. A FINI User shall access FINI by using the Access Credentials.

- 5.4. A FINI User shall comply with the detailed guidance and requirements regarding access to and use of FINI as set out in the FINI User Guide.
- 5.5. A FINI User shall promptly complete and submit an Application Form or a DA Maintenance Form (as the case may be) to HKSCC to effect any appointment, change and/or removal of any Delegated Administrator.
- 5.6. A FINI User shall procure its Delegated Administrators to promptly update the FINI User's profile to reflect any appointment, change and/or removal of the other Authorized Users.
- 5.7. A FINI User shall procure that its Authorized Users comply with these Terms and Conditions.
- 5.8. A FINI User shall be fully liable and responsible for any access and use of FINI by its Authorized Users (including without limitation any Regulatory Submission made by its Authorized Users on FINI). Breach of any provisions hereof by an Authorized User shall be regarded as a breach by the FINI User.

One-time passwords

- 5.9. HKSCC may from time to time impose requirements for the use of one-time passwords by Authorized Users to access and use FINI.
- 5.10. One-time passwords may be generated by a third party application, which may have its own terms and conditions, including privacy policy. The use of the third party application will be governed by and subject to such terms and conditions, and a FINI User shall ensure compliance with such terms and conditions.
- 5.11. A FINI User acknowledges the risks, including security risks, of using any third party application to generate one-time passwords.
- 5.12. A FINI User shall be solely liable and responsible, and HKSCC and all Relevant Parties shall not be liable or responsible in any way, for any Damages or Losses arising from or in connection with the use of any such third party application, including but not limited to any interruption, interception, suspension or delay in the transmission of the one-time passwords.
- 5.13. Without prejudice to the scope of section 15, a FINI User irrevocably and unconditionally agrees to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with the use of any such third party application, including but not limited to any interruption, interception, suspension or delay in the transmission of the one-time passwords (except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses).

6. Proper use of the Access Credentials

- 6.1. A FINI User shall keep confidential its Access Credentials. A FINI User shall not permit any person or entity other than the Authorized Users to access and use FINI. Under no circumstances shall a FINI User disclose, assign or allow any use of any of its Access Credentials to or by, or cause the Access Credentials to be disclosed to or come into the possession or control of, any unauthorized person.
- 6.2. A FINI User shall be responsible for ensuring the security of the Access Credentials assigned to it and its Authorized Users.
- 6.3. A FINI User acknowledges and agrees that any person using the Access Credentials of the FINI User or otherwise accessing the FINI User's profile on FINI (i) is acting on behalf of the FINI User, (ii) has the authority to act on its behalf, and that (iii) acts by such person are legally binding on and attributable to the FINI User.
- 6.4. A FINI User shall be solely liable and responsible, and HKSCC and all Relevant Parties shall not be liable or responsible in any way, for any Damages or Losses arising from or in connection with any unauthorized access and use of FINI:
 - (a) by the FINI User's Authorized Users;
 - (b) by any person using the FINI User's Access Credentials; or
 - (c) otherwise in connection with the FINI User's profile.
- 6.5. Without prejudice to the scope of section 15, a FINI User irrevocably and unconditionally agrees to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with any unauthorized access and use of FINI:
 - (a) by the FINI User's Authorized Users;
 - (b) by any person using the FINI User's Access Credentials; or
 - (c) otherwise in connection with the FINI User's profile,

except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses.
- 6.6. If a FINI User becomes aware of or has reasonable grounds to suspect any actual or possible unauthorized use of its Access Credentials and/or any other FINI related passwords, it shall promptly notify HKSCC by phone or email, at such phone number or email address as HKSCC may from time to time specify. If the notification is made by phone, the FINI User shall confirm the same in writing to HKSCC afterwards as soon as practicable.

6.7. Where HKSCC has been notified of any actual or possible unauthorized use of the Access Credentials or where a FINI User is no longer a user of FINI for any reason, HKSCC will as soon as commercially practicable take steps to cancel or invalidate the applicable Access Credentials and notify the FINI User. However, until such cancellation or invalidation, the FINI User shall remain fully liable and responsible for any unauthorized access and use of FINI by means of the FINI User's Access Credentials.

7. Functions and use

7.1. A FINI User shall use FINI solely for the purposes set out in these Terms and Conditions and the FINI User Guide.

7.2. Subject to section 7.3 below, each FINI User may register for one or more relevant user types, which correspond to different access rights, roles and responsibilities in respect of New Listings. The functions available to each user type are those set out in the FINI User Guide as prescribed by HKSCC from time to time and notified to FINI Users on the HKEX Website.

7.3. To register for a particular user type, an application must be made via the Application Form. The eligibility and documentation requirements applicable to each user type will be set out in the Application Form. HKSCC may, in its sole and absolute discretion, determine if the applicant can be admitted as a FINI User, and to which user type(s) it will be assigned.

7.4. Each type of FINI User will be granted access to such information on FINI that is necessary for it to perform its functions as that user type with respect to each New Listing on a case-by-case basis. Access to certain types of information in respect of a New Listing on FINI shall be restricted to certain types of FINI User as provided under the FINI User Guide.

7.5. A FINI User may be invited to participate in a New Listing via FINI, and its acceptance of such invitation will be subject to it having been registered as and granted (pursuant to section 7.3) the relevant user type on FINI with respect to the New Listing.

7.6. HKSCC may from time to time prescribe any other mechanism for the designation of FINI Users to different user types in New Listings.

User Supplements

7.7. In addition to the General Terms and Conditions, a FINI User's access to and use of FINI shall, depending on its user type in each New Listing, also be subject to the terms and conditions set out in the Sponsor User Supplement (in the case of a Sponsor User), the Intermediary User Supplement (in the case of an Intermediary User), the Share Registrar User Supplement (in the case of a Share Registrar User) and the Bank User Supplement (in the case of a Bank User).

FINI Information and Regulatory Submission

7.8. A FINI User may provide FINI Information and make Regulatory Submission relating to a New Listing via FINI. Where applicable, relevant FINI Information and Regulatory Submissions

submitted via FINI 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).

- 7.9. A FINI User acknowledges that 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, a FINI User further acknowledges that section 384(3) of the SFO applies to any FINI Information or Regulatory Submission submitted to the Commission via FINI and that this section 7.9 constitutes prior written warning as required under section 384(3)(b) of the SFO.
- 7.10. A FINI User acknowledges that any failure to make any Regulatory Submission before the prescribed deadline as set out in the Legal and Regulatory Requirements or the FINI User Guide from time to time may result in delay of the New Listing timetable or delay of admitting the securities into CCASS (as the case may be).
- 7.11. Prior to providing any FINI Information or making any Regulatory Submission to FINI, a FINI User shall obtain all necessary consents and authorizations, including but not limited to the following.
- (a) Before providing any FINI Information or uploading any Regulatory Submission to FINI for and on behalf of an Issuer, a FINI User shall obtain the Issuer's authorization to act on the Issuer's behalf as its adviser or agent.
 - (b) Before providing any FINI Information or uploading any Regulatory Submission to FINI for and on behalf of another FINI User (whether as another FINI User's delegatee or otherwise), a FINI User shall obtain that other FINI User's authorization to do so on the latter's behalf.
 - (c) Before providing any FINI Information or uploading any Regulatory Submission which contains personal data, a FINI User shall ensure that it acts in full compliance with all applicable laws, including requirements under the Data Privacy Legislation. In particular, a FINI User shall ensure it has a lawful basis and, where required under applicable Data Privacy Legislation, obtain written consent from each data subject regarding the collection, storage, use, disclosure and transfer of personal data for the Specified Purposes, with the effect that any subsequent purported withdrawal of consent (where applicable) by a data subject (for which the FINI User shall notify HKSCC) will not affect the continued storage, use, disclosure and transfer of personal data by any Regulator for the minimum time period necessary for the Specified Purposes. A FINI User also acknowledges that the Privacy Notice on the HKEX Website shall form part of these Terms and Conditions and references to 'HKEX Website' therein shall be construed as references to FINI and "Purpose(s)" specified therein shall be considered "Specified Purposes" under these Terms and Conditions. For the avoidance of doubt, the requirement that a FINI User obtain consent from data subjects under this section only applies in respect of the FINI User's provision of FINI Information or uploading of Regulatory Submissions to FINI, and

a FINI User is not required to obtain consents in respect of FINI Information obtained by such FINI User from FINI that has not been provided to FINI by such FINI User.

- 7.12. HKSCC and all Relevant Parties shall have no obligation to act on any instruction or communication (including to effect any transaction or take any other action) to the extent that HKSCC or any Relevant Party in its sole discretion considers that:
- (a) doing so may be contrary to or violate these Terms and Conditions, the FINI User Guide, and/or any Legal and Regulatory Requirement;
 - (b) doing so may be contrary to any agreement entered into by HKSCC or any Relevant Party;
 - (c) such instruction or communication does not appear to be authentic or given with proper authority;
 - (d) such instruction or communication does not contain sufficient details for HKSCC or any Relevant Party to act upon it;
 - (e) such instruction or communication conflicts with or duplicates other instructions or communications given or purportedly given; or
 - (f) such instruction or communication is not provided within a reasonable timeframe prior to any prescribed deadline as set out in any Legal and Regulatory Requirement or the FINI User Guide from time to time.
- 7.13. If there are conflicting instructions or submissions, the last instruction or submission received by FINI, and if applicable, not withdrawn or cancelled at the time of the relevant submission deadline, shall prevail and be deemed irrevocable.
- 7.14. HKSCC and all Relevant Parties shall not be liable or responsible in any way for any Damages or Losses suffered by a FINI User as a result of sections 7.12 or 7.13 above.
- 7.15. Without prejudice to the scope of section 15, a FINI User irrevocably and unconditionally agrees to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with sections 7.12 or 7.13 above (except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses).

Records and audit trail

- 7.16. Records of FINI Information and Regulatory Submissions provided or made through FINI by a FINI User are available for viewing and downloading by the same FINI User upon logging in to the FINI User's account and by a Regulator. Such records will be available on FINI for retrieval for a limited period of time, as prescribed by HKSCC.
- 7.17. HKSCC shall have no obligation to provide audit trail and/or report to a FINI User.

- 7.18. If any record, audit trail and/or report is provided to a FINI User, it shall be the responsibility of the FINI User to promptly check and reconcile such record, audit trail and/or report with its own records and to notify HKSCC in writing of any error or omission.
- 7.19. A FINI User shall not place reliance on any such record, audit trail and/or report provided, and shall independently ensure that all relevant obligations under Legal and Regulatory Requirements are complied with. Section 14.2(d) below applies.

Language

- 7.20. The English and Chinese versions of a form or document may be concurrently available in FINI. In case of any inconsistency, the English version shall prevail.
- 7.21. Where any form or document is submitted by, for or on behalf of a FINI User in its Chinese version, in the event of any inconsistency between the Chinese and English version of the document, the English version shall be deemed to have been submitted by, for or on behalf of the FINI User.

Electronic signature

- 7.22. As permitted by SEHK, HKSCC and the Commission, a FINI User may use Electronic Signature to authenticate or approve the electronic record of a Regulatory Submission via FINI in such manner as prescribed in the FINI User Guide. Subject to approval by HKSCC in its sole and absolute discretion, these Terms and Conditions may be accepted by a FINI User signing the Application Form using Electronic Signature and a DA Maintenance Form may be signed by an Authorized User on behalf of a FINI User using Electronic Signature.
- 7.23. In using Electronic Signature, a FINI User acknowledges and agrees that:
- (a) electronic execution of these Terms and Conditions, DA Maintenance Form and any Regulatory Submission (as the case may be) is permitted and agreed by the FINI User, and where the FINI User is executing on behalf of any other person, electronic execution of the document is permitted and agreed by such person;
 - (b) the electronic form of these Terms and Conditions, DA Maintenance Form and any Regulatory Submission (as the case may be) is a “writing” and “in writing”, has been “signed” and constitutes an original of these Terms and Conditions, DA Maintenance Form or any Regulatory Submission when printed from electronic records maintained in the ordinary course of business;
 - (c) the use of Electronic Signature shall have the same legal effect, validity and enforceability as a manually-executed written signature, chop or company seal;
 - (d) the place of signing for these Terms and Conditions, DA Maintenance Form and all Regulatory Submissions made via FINI (as the case may be) is Hong Kong;

- (e) (where applicable) in respect of these Terms and Conditions, DA Maintenance Form and any other contracts created through any Regulatory Submission, acceptance is by the relevant Regulator which is a counterparty to the contract in Hong Kong with Hong Kong as the place of contract formation;
- (f) (where applicable) the provision of these Terms and Conditions, DA Maintenance Form and any Regulatory Submission (as the case may be) and all related information recorded and/or signed electronically, satisfies the requirement of integrity; and
- (g) the electronic execution of these Terms and Conditions, DA Maintenance Form and any Regulatory Submission (as the case may be) presents a sufficient level of reliability to identify its signatory and guarantee its link with the document to which its signature is attached.

7.24. A FINI User further waives any basis for objecting to the use of Electronic Signature, the validity or enforceability of these Terms and Conditions, DA Maintenance Form or any Regulatory Submission or the admission of electronic records of these Terms and Conditions, DA Maintenance Form or any Regulatory Submission in evidence in the course of legal proceedings relating to these Terms and Conditions, DA Maintenance Form and any Regulatory Submission.

8. Operational hours

- 8.1. HKSCC may in its sole discretion determine the operational hours of FINI and the hours during which corresponding technical and operational support services are provided.
- 8.2. In the event that FINI cannot be accessed by a FINI User during normal operational hours of FINI, the FINI User may submit such information, communications, instructions or other materials in accordance with the alternative means and procedures specified by HKSCC in the FINI User Guide.

9. Fees

- 9.1. Subject to the Commission's approval, HKSCC may impose fees and charges on FINI Users for providing FINI services in such amount as HKSCC may from time to time think fit, and prescribe the time and method of payment thereof.

10. FINI Information

- 10.1. Without prejudice to the access right which may be granted to each type of FINI User to such information on FINI that is necessary for such FINI User to perform its functions, each FINI User acknowledges and agrees that a Regulator may make use of any FINI Information in any form or context and provide all or any of the FINI Information to law enforcement agencies or whosoever the Regulator deems necessary or appropriate for the administration or fulfilment

of the functions or obligations of the Regulator under any applicable law or regulation in force from time to time without liability of any kind to the Regulator, HKSCC and all Relevant Parties.

- 10.2. Without prejudice to section 10.1 above and (where applicable) without limiting the Privacy Notice, a FINI User shall ensure that it has a lawful basis and, where required under applicable Data Privacy Legislation, it has obtained all necessary written consents to allow HKSCC to operate FINI and to allow any Regulator to collect, store, use and transfer any FINI Information (including but not limited to their personal data or any audit trail) for the following purposes:
- (a) to process applications, subscriptions and registration, and to provide services, in relation to any New Listing;
 - (b) to perform or discharge the functions of HKSCC, any Relevant Party, and/or any company of which HKEX is the recognized exchange controller (as defined in the SFO);
 - (c) to perform or discharge the functions of the Commission under the SFO;
 - (d) to administer accounts of FINI Users and their access rights to FINI;
 - (e) to enable FINI Users to perform their user functions to facilitate the New Listing workflow in FINI;
 - (f) to conduct research and statistical analysis; and
 - (g) other purposes set out in an Issuer's listing document² in relation to a New Listing or otherwise directly relating to any of the above.
- (collectively, the "**Specified Purposes**").

- 10.3. Except for compliance with Legal and Regulatory Requirements or otherwise so authorized to do so, a FINI User shall only use information obtained from FINI for the purposes of performing any necessary functions in connection with the New Listing.

- 10.4. Without prejudice to any other rights of HKSCC or other Relevant Parties to disclose information to any third party, HKSCC or SEHK may publish, disseminate or publicly distribute any FINI Information in such manner and form as HKSCC or SEHK deems necessary or appropriate on such terms and conditions, provided that the identities of FINI Users (and their clients) cannot reasonably be determined from the information published, disseminated or publicly distributed by HKSCC or SEHK.

² For reference only, please see the template of personal information collection statement (PICS) in [to insert hyperlink to the How to Apply Guide once available] issued by the Listing Division and HKSCC which sets out, among others, the guidance on what information the Listing Division expects in specific sections of a listing document.

11. Representations, warranties and undertakings

Each FINI User hereby represents, warrants and undertakes to HKSCC and other Relevant Parties as follows.

Authority and Capacity

- 11.1. Before a FINI User performs any function on FINI, provide any FINI Information or makes any Regulatory Submission on FINI on behalf of any person (including without limitation, an Issuer or another FINI User), the FINI User has obtained all necessary consents and authorizations from such person to act on its behalf and the Regulatory Submissions shall be binding on and enforceable against such person.
- 11.2. To the extent a FINI User delegates any of its functions to another FINI User, it shall be responsible for the actions taken by its delegates and the truth, completeness and accuracy of the information submitted by such delegates on its behalf.
- 11.3. A FINI User has the legal right and capacity and full power and authority to enter into and perform these Terms and Conditions and any contracts created through any Regulatory Submissions made via FINI.
- 11.4. A FINI User has taken all necessary corporate actions to authorize the entry into and performance of these Terms and Conditions and any contracts created through any Regulatory Submissions made via FINI, and such actions remain in full force and effect for so long as it remains a FINI User.
- 11.5. A FINI User's Authorized User who makes or has made any Regulatory Submission on behalf of the FINI User has the full power and authority to do so.
- 11.6. A FINI User has obtained all necessary licenses, qualifications and approvals to submit information to FINI and act on information received from FINI.

Compliance with Legal and Regulatory Requirements

- 11.7. A FINI User's subscription to the FINI service and its acceptance and performance of its obligations under these Terms and Conditions:
 - (a) have been duly authorized with all necessary consents and/or approvals obtained; and
 - (b) do not violate the constitutive documents of the FINI User or Legal and Regulatory Requirements applicable to the FINI User.
- 11.8. A FINI User's use of FINI complies with:
 - (a) these Terms and Conditions and the FINI User Guide;
 - (b) the Legal and Regulatory Requirements;

- (c) all procedures and directions promulgated by HKSCC in the capacity as the operator of FINI; and
- (d) other requirements as HKSCC may from time to time prescribe and notify FINI Users.

Information submitted by a FINI User

- 11.9. All FINI Information or Regulatory Submission submitted via FINI by means of a FINI User's Access Credentials shall be deemed to be authorized by and submitted by or on behalf of the FINI User.
- 11.10. All FINI Information or Regulatory Submission submitted or provided by a FINI User is complete, true and accurate and is not misleading.
- 11.11. All FINI Information or Regulatory Submission are provided to HKSCC in a virus-free electronic format and in compliance with all applicable Legal and Regulatory Requirements or such other requirements specified by HKSCC or in such other manner as may be determined by HKSCC.
- 11.12. None of the FINI Information or Regulatory Submission submitted by a FINI User infringes any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights.

Binding contract

- 11.13. These Terms and Conditions constitute a legally binding and enforceable contract.

12. Intellectual property and proprietary rights

- 12.1. Save for any intellectual property or proprietary rights which a FINI User may have in relation to any information submitted via FINI, a FINI User acknowledges and agrees that the contents and materials of the web pages of FINI belong to HKEX Group and other parties (as applicable) and all copyright and other intellectual property rights and proprietary rights in them belong to HKEX Group and other parties (as applicable).
- 12.2. A FINI User acknowledges and agrees that FINI and the related systems and software (including all intellectual property and proprietary rights in connection therewith) belong to HKEX Group or the relevant licensor. A FINI User shall not tamper with, modify, decompile, reverse engineer or otherwise alter the web pages or any of the related software or any other aspect of FINI. A FINI User shall not attempt to gain unauthorized access to any part of FINI. HKSCC is entitled to deny a FINI User's access to all or any part of FINI if the FINI User performs any of the above acts or if HKSCC at any time reasonably suspects that the FINI User has performed or attempted to perform any of them.

13. Liability for information, submissions or instructions made through FINI

- 13.1. HKSCC and all Relevant Parties take no responsibility for the contents of any FINI Information, Regulatory Submission or instructions made through FINI, and make no representation as to its accuracy or completeness.
- 13.2. Acceptance or processing of FINI Information, Regulatory Submission or instructions in FINI shall not deem the information therein being verified or confirmed by HKSCC or any Relevant Party.
- 13.3. A FINI User shall be fully liable and responsible for any FINI Information, Regulatory Submission or instructions made by the FINI User on FINI, whether the FINI User is doing so for itself or on behalf of an Issuer or another FINI User (whether as another FINI User's delegatee or otherwise). If a FINI User is using any template pre-populated and/or generated by FINI or any pre-calculated data from FINI, the FINI User shall be responsible for checking the truth, accuracy and completeness of all information, calculation, confirmation, declaration, form and document before submitting or confirming them via FINI.
- 13.4. HKSCC and all Relevant Parties shall not be liable or responsible in any way for any Damages or Losses arising from or in connection with the whole or any part of the contents of any FINI Information, Regulatory Submission or instructions made by a FINI User through FINI and/or any reliance thereon.
- 13.5. Without prejudice to the scope of section 15, a FINI User irrevocably and unconditionally agrees to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with the whole or any part of the contents of any FINI Information, Regulatory Submission or instructions made by the FINI User through FINI and/or any reliance thereon (except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses).

14. No reliance and disclaimer of liabilities

- 14.1. The disclaimers in these Terms and Conditions are in addition and without prejudice to other disclaimers made by HKSCC and/or the Relevant Parties, including disclaimer statements on the FINI website.
- 14.2. A FINI User acknowledges and agrees that:
 - (a) any access to, use of or reliance upon any part of FINI shall be at the FINI User's sole risk;
 - (b) the use of FINI is provided on an "AS IS, AS AVAILABLE" basis and without warranty or condition of any kind, whether express or implied;

- (c) it shall not place reliance on reminders displayed on FINI regarding the applicable Legal and Regulatory Requirements, and shall independently ensure that all applicable Legal and Regulatory Requirements are complied with;
- (d) HKSCC endeavors to ensure the accuracy and reliability of the information (including records and audit trail, if any) provided in FINI, but does not guarantee its accuracy and reliability;
- (e) Neither HKSCC nor any Relevant Party shall be liable or responsible in any way for any errors, omissions, misstatements or misrepresentations (express or implied) concerning any information available on FINI;
- (f) Neither HKSCC nor any Relevant Party shall be liable or responsible in any way for any Damages or Losses arising from or in connection with any use or misuse of or reliance on FINI or information available thereon;
- (g) the Internet is an inherently unreliable medium of communication, whether due to unpredictable traffic congestion or otherwise, and such unreliability and delays are beyond the control of HKSCC, all Relevant Parties, and the FINI User;
- (h) access to FINI by the FINI User or the services provided on FINI may be disrupted unexpectedly, and there may be delays in the transmission and receipt of its information, communication or other materials, resulting in delays in the processing of such information, communication or other materials submitted on FINI;
- (i) Neither HKSCC nor any Relevant Party shall be liable or responsible in any way for any Damages or Losses arising from any hacking or other cybersecurity breaches;
- (j) FINI will rely on cloud services and data storage provided by third party cloud service providers, which is subject to risks associated with cloud services and storage. Neither HKSCC nor any Relevant Party shall be liable or responsible in any way for any Damages or Losses arising from such risks associated with cloud services and storage; and
- (k) some web pages of FINI may contain hyperlinks to third party websites or web pages, and use of these hyperlinks to any external website or web page is at the FINI User's own risk.

14.3. Neither HKSCC nor any Relevant Party shall be liable or responsible in any way for any Damages or Losses arising from or in connection with section 14.2.

14.4. HKSCC and all Relevant Parties shall not be liable or responsible in any way for any action taken or for any failure, hindrance or delay in the performance in whole or in part of HKSCC's obligations under these Terms and Conditions if such action, failure, hindrance or delay arises out of causes beyond the control of HKSCC. 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, 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 unauthorized 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 HKSCC.

- 14.5. A FINI User agrees that the exclusion and/or limitation of liability in these Terms and Conditions is reasonable for the protection of HKSCC and other Relevant Parties. To the extent such exclusion and/or limitation is restricted under applicable laws, the liability of HKSCC and all Relevant Parties shall be excluded and/or limited to the maximum extent permissible under applicable laws and regulations.

15. Indemnity

- 15.1. A FINI User irrevocably and unconditionally agrees to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with the following (except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses):
- (a) the use of FINI in any way, including any improper use and any unauthorized use of FINI by the FINI User;
 - (b) the FINI User's conduct, including instructions given by the FINI User to HKSCC or any Relevant Party;
 - (c) any breach by the FINI User of its obligations whether under these Terms and Conditions or under any applicable law or regulation; and
 - (d) any breach by the FINI User of any representation, warranty, acknowledgement and undertaking given by it under these Terms and Conditions.
- 15.2. HKSCC and the FINI User shall consult in good faith as to whether to seek to defend or to settle any proceedings brought against HKSCC arising from any facts, circumstances or matters which might result in a claim under any indemnity under these Terms and Conditions, save that HKSCC shall have the final decision.
- 15.3. Where HKSCC elects to defend any such claim, the FINI User shall, at its expense, provide all such information and assistance and do all such acts and things as HKSCC may reasonably require in relation thereto.
- 15.4. If HKSCC elects not to take any action, HKSCC shall notify the FINI User in writing, in which case the FINI User shall be entitled, at its own cost, to take such action as it deems appropriate in the circumstances and HKSCC shall provide such assistance, at the FINI User's cost, as the FINI User may reasonably request.

16. Events of Default

16.1. Each of the following shall be deemed an “**Event of Default**” under these Terms and Conditions:

- (a) a FINI User fails duly to perform or is, in the opinion of HKSCC, in breach of any provision of these Terms and Conditions or of any agreement, understanding or arrangement which the FINI User has from time to time entered into with HKSCC;
- (b) a FINI User, which is also a participant or member of any trading or clearing and settlement system operated by HKEX or any Relevant Party, (i) breaches the rules of any market or the rules or terms of participation or membership of such system or (ii) a declaration of default by, or suspension or expulsion from participation or membership of such system occurs;
- (c) a FINI User ceases to carry the permits, licenses, and/or registrations necessary for its business operation related to its eligibility for or use of FINI;
- (d) a FINI User defaults, or threatens or proposes to default, in payment of any sum payable, or fails to meet any obligation owed by it, to HKSCC or any Relevant Party;
- (e) in respect of a FINI User, a bankruptcy or winding-up petition is presented, or a notice of a proposal for a resolution for its winding-up is given, or a voluntary arrangement is approved by the court for the benefit of creditors, or if HKSCC considers in its sole and absolute discretion that the occurrence of such events are imminent or likely;
- (f) in respect of a FINI User, a receiver, manager or administrative receiver is appointed or a composition or scheme of arrangement is approved by the court, or if HKSCC considers in its sole and absolute discretion that the occurrence of such events are imminent or likely;
- (g) an assignment or composition is made by a FINI User for the benefit of its creditors or any of them, or if HKSCC considers in its sole and absolute discretion that the occurrence of such events are imminent or likely;
- (h) in respect of a FINI User, a resolution is passed for its winding-up (save for the purpose of amalgamation or reconstruction) or a bankruptcy or winding-up order is made, or if HKSCC considers in its sole and absolute discretion that the occurrence of such events are imminent or likely;
- (i) any distress, execution or other process is levied or enforced or served upon or against any property of a FINI User, or if HKSCC considers in its sole and absolute discretion that the occurrence of such events are imminent or likely;
- (j) HKSCC becomes aware of circumstances affecting a client, associate or affiliate of a FINI User which HKSCC considers in its sole and absolute discretion may result in that FINI

User being unable to meet any of its obligations under any Legal and Regulatory Requirement, or under any rule of or contract with HKSCC or any Relevant Party; or

- (k) HKSCC considers it necessary or desirable, in its sole and absolute discretion, to take action under these Terms and Conditions for the protection of HKSCC, any Relevant Party and/or other FINI Users.

- 16.2. On the occurrence of any one or more of such Events of Default, HKSCC shall be entitled, in its sole and absolute discretion, then or at any time thereafter whilst such event is, in the opinion of HKSCC, continuing unremedied, to take such other action as it deems necessary or desirable for the protection of HKSCC at the FINI User's expense and if appropriate, in its name, and for these purposes the FINI User grants full authority and power to HKSCC to perform any and all acts necessary on its behalf including acts and the execution of documents in its name.

17. Miscellaneous

- 17.1. Language. In the event of any inconsistency in meaning between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
- 17.2. Notice. All notices, requests, demands or other communications in connection with these Terms and Conditions from HKSCC or any Relevant Party to a FINI User may be given orally (followed by email) 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 FINI User as maintained by HKSCC.
- 17.3. Confidentiality. A FINI User shall keep confidential all information made available to it via FINI and any correspondence from HKSCC or all Relevant Parties that relate to FINI, except to the extent where confidentiality is expressly waived or where the information in question is already publicly available, or is required to be disclosed by governmental or regulatory authorities or the court or under applicable laws or regulations or for the purposes of seeking legal advice or defence in legal proceedings.
- 17.4. No Third Party Enforcement. Except the Relevant Parties and Regulators which can enforce their rights under these Terms and Conditions, any other person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce these Terms and Conditions.
- 17.5. Governing Law. These Terms and Conditions shall be construed and interpreted in accordance with the Laws of Hong Kong.
- 17.6. Dispute Resolution. Any dispute, controversy, difference or claim arising out of or relating to these Terms and Conditions, 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, 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.

- (a) The seat of arbitration shall be Hong Kong.
- (b) The number of arbitrators shall be one to be appointed pursuant to the HKIAC Administered Arbitration Rules. The arbitration proceedings shall be conducted in English.

17.7. Severability. If any provision of these Terms and Conditions 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 shall remain operative and binding.

17.8. Survival. A FINI User's obligations under the following sections will survive the termination of any contractual relationship between the FINI User and HKSCC under these Terms and Conditions:

- (a) Sections 5.13, 6.5, 7.15, 13.5 and 15 (Indemnity) of the General Terms and Conditions;
- (b) Section 17.3 (Confidentiality) of the General Terms and Conditions;
- (c) Section 5 (Specific Indemnities) of the Sponsor User Supplement;
- (d) Section 4 (Specific Indemnities) of the Intermediary User Supplement;
- (e) Section 7 (Specific Indemnities) of the Share Registrar User Supplement; and
- (f) Section 6 (Specific Indemnities) of the Bank User Supplement.

Schedule 1: Interpretation and Definition

Access Credentials	means any user name, identification number, password, security key, security token, PIN or other security code, method, technology or device used to verify authorization to access and use FINI;
Application Form	means the application form and any associated forms prescribed by HKSCC and published on the HKEX Website from time to time through which a person can, amongst other things, (i) register for access to FINI, (ii) register to use FINI as a particular type of user, and (iii) notify HKSCC of the appointment of its Delegated Administrators;
Authorized User	means a human user or machine user who or which is designated and authorized by a FINI User (through a Delegated Administrator or otherwise) to access and use FINI on its behalf;
Bank User	means a FINI User which uses FINI in the capacity as a designated bank and/or a receiving bank (as the case may be) in a New Listing and whose registration to use FINI as Bank User has been accepted by HKSCC;
Bank User Supplement	means the terms and conditions set out in Part B4 which apply to a FINI User which uses FINI in the capacity as a Bank User in a New Listing;
CCASS	means the Central Clearing and Settlement System established and operated by HKSCC;
CMI	has the meaning as ascribed to it under the Listing Rules;
Code of Conduct	means the Code of Conduct for Persons Licensed by or Registered with the Commission made under the SFO in force from time to time;
Commission	means the Securities and Futures Commission of Hong Kong;
Damages or 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;
Data Privacy Legislation	means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) and any other similar laws or regulations relating to data protection in any jurisdiction that are applicable to a FINI User or its use of FINI, as such laws are amended from time to time;

DA Maintenance Form	means the form prescribed by HKSCC and published on the HKEX Website from time to time through which an Authorized User can, amongst other things, notify HKSCC of the appointment, change and/or removal of a FINI User's Delegated Administrators;
DB Nominee Account	means the bank account in the name of a Bank User or a nominee company controlled by it which is established to facilitate Designating CPs' money settlement obligations with respect to New Listings;
Delegated Administrator	means an Authorized User assigned by a FINI User to administer and manage the access profile of the FINI User's Authorized Users in FINI;
Designating CP	means a HKSCC Participant which has appointed a Bank User as its designated bank to facilitate its money settlement obligations with respect to New Listings;
EIPO	Electronic Initial Public Offering, a service offered by HKSCC for public offer subscription;
electronic record	means a record generated in digital form by an information system, which can be (a) transmitted within an information system or from one information system to another; and (b) stored in an information system or other medium;
Electronic Signature	means any letters, characters, numbers or other symbols in digital form attached to or logically associated with an electronic record, and executed or adopted for the purpose of authenticating or approving the electronic record;
Events of Default	has the meaning ascribed to it under section 16 of these Terms and Conditions;
FINI	means "Fast Interface for New Issuance", an online platform operated by HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement for all New Listings;
FINI Information	means any information, communication, instruction, or other material submitted or provided by a FINI User through FINI, and where the context so requires, shall include any Regulatory Submission; for illustrative purposes, such information shall include but not be limited to information submitted in connection with (i) the FINI User's

	registration for the FINI service; (ii) the FINI User's access to and continued use of FINI, and (ii) a New Listing.
FINI User	means a subscriber accepted by HKSCC to use FINI, and where the context so requires, includes its Authorized Users;
FINI User Guide	means the guide from time to time updated, and made available, by HKSCC to FINI Users in respect of their access to, and use of, FINI
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 FINI, as from time to time amended and in force, which applies to all FINI Users;
HKEX	means Hong Kong Exchanges and Clearing Limited;
HKEX Group	means HKEX and its subsidiaries;
HKEX Website	means the official website of HKEX at http://www.hkex.com.hk or at such other website address specified by HKEX from time to time;
HKSCC	means Hong Kong Securities Clearing Company Limited, a subsidiary of HKEX;
HKSCC Participant	means a participant admitted to participate in CCASS as a direct clearing participant, a general clearing participant or a custodian participant;
HKSCCN	means HKSCC Nominees Limited, a subsidiary of HKEX;
HKSCC Rules	means the General Rules of HKSCC and as may be amended or modified from time to time and where the context so permits, shall include the Operational Procedures of HKSCC;
Issuer	has the meaning as ascribed to it under the Listing Rules;
Issuer Counsel	means, in respect of a New Listing, a Legal User acting on behalf of an Issuer;
Intermediary User	means a FINI User which uses FINI in the capacity as an Overall Coordinator, CMI or non-CMI in a New Listing and whose registration to use FINI as an Intermediary User has been accepted by HKSCC;

Intermediary User Supplement	means the terms and conditions set out in Part B2 which apply to a FINI User which uses FINI in the capacity as an Intermediary User in a New Listing;
Legal and Regulatory Requirement	means any laws, legislations, regulations, rules, procedures, directions and guidelines, including those promulgated by relevant governmental or regulatory bodies (including but not limited to the SEHK, HKSCC or the Commission) or any exchange or clearing house, which are from time to time applicable; for illustrative purposes, these shall include but not be limited to the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32), the SFO, the Securities and Futures (Stock Market Listing) Rules (Cap. 571V), the Listing Rules, and the Code of Conduct;
Legal User	means a FINI User which uses FINI in the capacity as an Issuer Counsel or Sponsor Counsel and whose registration to use FINI as a Legal User has been accepted by HKSCC;
Listing Division	has the meaning as ascribed to it under the Listing Rules;
listing document	has the meaning as ascribed to it under the Listing Rules;
Listing Rules	means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;
Main Board	has the meaning as ascribed to it under the Listing Rules;
New Listing	means a new listing which shall have its settlement process conducted on FINI as prescribed in the FINI User Guide;
Overall Coordinator	has the meaning as ascribed to it under the Listing Rules;
Regulator	means SEHK, HKSCC or the Commission;
Regulatory Submission	means information, confirmations, declarations, undertakings, forms and documents which may be submitted by a FINI User (for itself and/or on behalf of an Issuer, intermediaries or other parties that are involved in a New Listing) for the purpose of the New Listing under any Regulatory Requirement or as any Regulator may prescribe from time to time;
Relevant Parties	means HKEX and its subsidiaries, associated companies and affiliates from time to time (including, without limitation, SEHK, HKSCC and

	HKSCCN) and their respective directors, officers, employees, nominees, agents and other representatives;
SEHK	means The Stock Exchange of Hong Kong Limited, a subsidiary of HKEX;
Severe Weather Event	means a tropical cyclone warning signal number 8 or above, a black rainstorm warning and/or an “extreme condition” announcement issued after a super typhoon in force in Hong Kong;
SFO	means the Securities and Futures Ordinance (Cap. 571);
Share Registrar User	means a FINI User which uses FINI in the capacity as a share registrar in a New Listing and whose registration to use FINI as a Share Registrar User has been accepted by HKSCC;
Share Registrar User Supplement	means the terms and conditions set out in Part B3 which apply to a FINI User which uses FINI in the capacity as a Share Registrar User in a New Listing;
Specified Purposes	has the meaning ascribed to it under section 10.2 of these Terms and Conditions;
Sponsor Counsel	means, in respect of a New Listing, a Legal User acting on behalf of a Sponsor User;
Sponsor User	means a FINI User which uses FINI in the capacity as a sponsor appointed under Rule 3A.02 of the Listing Rules in a New Listing and whose registration to use FINI as a Sponsor User has been accepted by HKSCC;
Sponsor User Supplement	means the terms and conditions set out in Part B1 which apply to a FINI User which uses FINI in the capacity as a Sponsor User in a New Listing;
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;
upload	includes the direct input of e-form data fields, upload of documents or other methods prescribed by HKSCC from time to time;
User Supplement	means any of the Sponsor User Supplement, Intermediary User Supplement, Share Registrar Supplement or Bank User Supplement in Part B of these Terms and Conditions;

Part B: User Supplement

B1: Sponsor User Supplement

Capitalized terms used in this Sponsor User Supplement will have the meanings given to such terms in the General Terms and Conditions. Nothing in this Sponsor User Supplement or the General Terms and Conditions is intended to or shall derogate from the duties and obligations of Sponsor Users in respect of a New Listing pursuant to the Legal and Regulatory Requirements.

1. Application

- 1.1. Notwithstanding any provision in the General Terms and Conditions, this Sponsor User Supplement shall apply, and shall be deemed to be accepted by a Sponsor User, where an application to become a Sponsor User is accepted by HKSCC and, in respect of New Listing, a FINI User uses FINI as a Sponsor User.
- 1.2. This Sponsor User Supplement is supplemental to the General Terms and Conditions of FINI. In the event of any inconsistency between this Sponsor User Supplement and the General Terms and Conditions, this Sponsor User Supplement shall prevail with respect to matters prescribed herein.

2. Functions available to a Sponsor User

- 2.1. The functions available on FINI to a Sponsor User are set out in the FINI User Guide.
- 2.2. Where there is more than one sponsor appointed by an Issuer in respect of a New Listing, all the sponsors shall agree and authorize the following sponsor to submit certain information and perform certain functions on FINI on behalf of all the sponsors, except as stated under section 4.2 below, as prescribed in the FINI User Guide:
 - (a) a sponsor which also acts as Overall Coordinator with respect to a New Listing on the Main Board;
 - (b) a sponsor, where one of the companies within its group companies is also appointed as an Overall Coordinator at the same time as the sponsor with respect to a New Listing on the Main Board; or
 - (c) where the New Listing does not involve an Overall Coordinator or is a New Listing on GEM, one designated sponsor in respect of the New Listing.
- 2.3. A Sponsor User may delegate to a Sponsor Counsel the performance of certain functions available to that Sponsor User on FINI, as prescribed in the FINI User Guide.
- 2.4. Performance, or purported performance, of any function on FINI, including but not limited to the making of any Regulatory Submissions, shall not of itself be regarded as compliance with the duties and obligations of any Sponsor under the Legal and Regulatory Requirements.

- 2.5. A Sponsor User acknowledges and agrees that a Regulator may from time to time prescribe documents which may be required to be submitted through FINI by the Sponsor User or another person on its behalf (subject to proper authorization) in respect of a New Listing.

3. Joint sponsors and delegation to Sponsor Counsel

- 3.1. If, in respect of a New Listing, there is more than one Sponsor User, all Sponsor Users shall, on a joint and several basis, be responsible for performing the functions as stated in the FINI User Guide and be reasonably satisfied of the completeness and accuracy of the information in all material respect submitted on FINI by them.
- 3.2. To the extent any of the functions of a Sponsor User is delegated by a Sponsor User to a Sponsor Counsel, the Sponsor User (or, where there is more than one Sponsor User, each Sponsor User) undertakes to be responsible for the action taken by such Sponsor Counsel and the completeness and accuracy of the information in all material respects submitted by such Sponsor Counsel to FINI on its behalf.

4. Representations, warranties, declarations and undertakings

- 4.1. With respect to a New Listing, a Sponsor User represents and warrants to HKSCC and other Relevant Parties as follows.
- (a) It is duly authorized by the Issuer to act as sponsor in the relevant New Listing.
- (b) It has obtained all necessary approvals, licenses and consent to act as sponsor in the relevant New Listing.

Sponsor's Declarations

- 4.2. With respect to a New Listing, each sponsor will be required under the Listing Rules to provide certain declarations to the Listing Division. A sponsor will, as a Sponsor User, provide these declarations by making a Regulatory Submission to FINI through the prescribed e-form in accordance with the FINI User Guide. By making this Regulatory Submission, a Sponsor User shall be deemed to have confirmed and declared to the Listing Division that, to the best of its knowledge and belief having made all reasonable enquiries, all the provisions of the Listing Rules and guidance materials, insofar as applicable and required to be fulfilled prior to the grant of the Issuer's New Listing, have been complied with, or otherwise have been granted relevant waiver(s) or consent(s). The Sponsor User shall also have satisfied itself with required qualifications of the Intermediary Users in the New Listing of which it is a sponsor.
- 4.3. If, with respect to a New Listing, the sponsor and the Overall Coordinator are the same legal entity, the relevant Sponsor User shall only be required to submit one declaration by making a Regulatory Submission to FINI. If the sponsor and the Overall Coordinator are different legal entities within the same group, each of the sponsor and the Overall Coordinator shall be required to submit the declaration by making a Regulatory Submission to FINI as a Sponsor User in its own capacity.

Deposit of newly issued securities and existing issued securities into CCASS

- 4.4. With respect to a New Listing, a Sponsor User will be required to confirm the settlement arrangements by making a Regulatory Submission to FINI through the prescribed e-form in accordance with the FINI User Guide. By making this Regulatory Submission to FINI, a Sponsor User shall be deemed to have made the following representations, warranties and undertakings to HKSCC:
- (a) the issue of all securities for which the New Listing is sought was duly approved and authorized by the directors and the shareholders of the Issuer;
 - (b) it has procured the Issuer's share registrar in Hong Kong to issue certificates of title representing the securities in the name of HKSCCN or the name of shareholder based on the information set out in the e-form submitted to FINI (as the case may be), in each case, according to the denominations as may be prescribed on FINI; and to deliver the same to HKSCC for credit to the stock account number 02 of the relevant HKSCC Participant based on the information set out in the e-form submitted to FINI before the submission deadline as prescribed by HKSCC or set out in the FINI User Guide;
 - (c) it acknowledges and agrees that (A) the "Settlement Instructions (SI) Input Date" in the e-form shall be the earliest possible date for HKSCC Participant to input settlement instructions into CCASS and (B) settlement of SI Transactions (as defined in the HKSCC Rules) will only be effected after the securities are credited to the stock account of the designated HKSCC Participant;
 - (d) where the New Listing involves the deposit of existing issued securities into CCASS (whether the depositing securities are originated from a transfer from the Issuer's overseas share register or not), the Sponsor User further:
 - (i) confirms to HKSCC that the securities are legally owned by persons whose names are shown on the relevant certificates of title and that such persons have been duly recorded in the register of members of the Issuer as the holders of the securities;
 - (ii) undertakes to HKSCC that it shall: (A) arrange for deposit of all relevant certificates of title together with the duly executed transfer forms before the deadline as prescribed by HKSCC or set out in the FINI User Guide; (B) procure the Issuer's share registrar in Hong Kong to (1) complete the registration of the securities into the name of HKSCCN before the deadline as prescribed by HKSCC or set out in the FINI User Guide without imposing any registration fee on HKSCCN, and (2) to make available the certificates of title so issued in the denominations specified by HKSCC for collection before the deadline as prescribed by HKSCC or set out in the FINI User Guide;

- (e) Where the depositing securities are listed in more than one listing venue and originated from a transfer from the Issuer's overseas share register to its Hong Kong share register, a Sponsor User further undertakes to provide HKSCC a board resolution issued by the Issuer for approving such deposit of securities which are originated from the Issuer's overseas share register and moved to its Hong Kong share register; and
- (f) It acknowledges and agrees that: (A) if it fails to comply with the arrangements in accordance with section 4.4 of this Sponsor User Supplement or any relevant requirements under the FINI User Guide, the securities represented by the relevant certificates of title may be rejected for deposit into CCASS; and (B) neither HKSCC nor any Relevant party shall be liable or responsible in any way for any Damages or Losses arising from or in connection with such rejection.

A Sponsor User shall acknowledge and agree that a Regulator may from time to time prescribe other documents or information which may be required to be submitted through FINI in respect of a New Listing.

5. Specific indemnities

5.1. Without prejudice to the scope of section 15 of the General Terms and Conditions, a Sponsor User shall irrevocably and unconditionally agree to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with:

- (a) any question as to the title or validity of the securities to be deposited into CCASS in connection with the New Listing;
- (b) any defect in the title of the securities deposited into CCASS; and
- (c) any breach of section 4 of this Sponsor User Supplement,

except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses.

B2: Intermediary User Supplement

Capitalized terms used in this Intermediary User Supplement will have the meanings given to such terms in the General Terms and Conditions. Nothing in this Intermediary User Supplement or the General Terms and Conditions is intended to or shall derogate from the duties and obligations of Intermediary Users in respect of a New Listing pursuant to the Legal and Regulatory Requirements.

1. Application

- 1.1. Notwithstanding any provision in the General Terms and Conditions, this Intermediary User Supplement shall apply, and shall be deemed to be accepted by an Intermediary User, where an application to become an Intermediary User is accepted by HKSCC and, in respect of a New Listing, a FINI User uses FINI as an Intermediary User.
- 1.2. This Intermediary User Supplement is supplemental to the General Terms and Conditions of FINI. In the event of any inconsistency between this Intermediary User Supplement and the General Terms and Conditions, this Intermediary User Supplement shall prevail with respect to matters prescribed herein.

2. Overall Coordinators

- 2.1. If, in respect of a New Listing, there is more than one Overall Coordinator, all Overall Coordinators shall, on a joint and several basis, be responsible for performing the functions as stated in the FINI User Guide and responsible for the validity, completeness and accuracy of the information submitted on FINI by them.
- 2.2. Where there is more than one Overall Coordinator appointed by an Issuer in respect of a New Listing, all the Overall Coordinators shall agree and authorize the following Overall Coordinator to submit certain information and perform certain functions on FINI on behalf of all the Overall Coordinators, except as stated under section 2.4 below, as prescribed in the FINI User Guide:
 - (a) an Overall Coordinator which also acts as sponsor with respect to a New Listing on the Main Board;
 - (b) an Overall Coordinator, where one of the companies within its group companies is also appointed as a sponsor at the same time as the Overall Coordinator with respect to a New Listing on the Main Board; or
 - (c) where the New Listing is on GEM, one designated Overall Coordinator in respect of the New Listing.
- 2.3. In respect of a New Listing, all Overall Coordinators will be able to view specific information derived from the placee lists. To ensure the protection on information privacy and commercial sensitivity, the Overall Coordinator must only use such information for placing orders and to carry out their roles and obligations as an Overall Coordinator in relation to the share offering

transaction of a New Listing. Unless appropriate consent has been obtained, using such information for any other purposes may result in the breach of certain Legal and Regulatory Requirements and the Data Privacy Legislation.

Overall Coordinator's Declarations

- 2.4. With respect to a New Listing, each Overall Coordinator will be required under the Listing Rules to provide certain declarations to the Listing Division. An Overall Coordinator may, as an Intermediary User, provide these declarations by making a Regulatory Submission to FINI through the prescribed e-form in accordance with the FINI User Guide. By making this Regulatory Submission, an Overall Coordinator shall be deemed to have confirmed and declared to the Listing Division that, to the best of its knowledge and belief having made all reasonable enquiries, a bookbuilding process was carried out to assess demand for securities, and the placing of the securities is in compliance with the placing guidelines set out in Appendix 6 to the Listing Rules.
- 2.5. If, with respect to a New Listing, the sponsor and the Overall Coordinator are the same legal entity, the relevant Intermediary User shall only be required to submit one declaration by making a Regulatory Submission to FINI. If the sponsor and the Overall Coordinator are different legal entities within the same group, each of the sponsor and the Overall Coordinator shall be required to submit the declaration by making a Regulatory Submission to FINI as an Intermediary User in its own capacity.

3. Intermediary User's functions and representations

- 3.1. The functions available on FINI to an Intermediary User are set out in the FINI User Guide.
- 3.2. With respect to a New Listing, an Intermediary User represents and warrants to HKSCC and other Relevant Parties as follows.
 - (a) It is duly authorized by the Issuer to act as an Overall Coordinator, a CMI or a non-CMI (as the case may be) in the relevant New Listing.
 - (b) In the case of a non-syndicate CMI or a non-CMI, it is duly authorized by a syndicate CMI to act as a CMI or a non-CMI (as the case may be) in the relevant New Listing.
 - (c) It has obtained all necessary approvals and consent to act as an Overall Coordinator, a CMI or a non-CMI (as the case may be) in the relevant New Listing and provided the sponsors or designated Overall Coordinator (as the case may be) in the New Listing the relevant license if requested by the sponsors or designated Overall Coordinator (as the case may be).
- 3.3. With respect to a New Listing, an Intermediary User will be required to confirm the independence of the places procured by it by making a Regulatory Submission to FINI through the prescribed e-form in accordance with the FINI User Guide. By making this Regulatory Submission to FINI, an Intermediary User shall be deemed to have made the

representations and warranties to the Listing Division on independence in accordance with the requirements under the Listing Rules and guidance materials published by SEHK from time to time.

- 3.4. An Intermediary User shall acknowledge and agree that a Regulator may from time to time prescribe other information or documents which may be required to be submitted through FINI in respect of a New Listing.

4. Specific indemnities

- 4.1. Without prejudice to the scope of section 15 of the General Terms and Conditions, an Intermediary User shall irrevocably and unconditionally agree to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with section 3 of this Intermediary User Supplement (except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses).

B3: Share Registrar User Supplement

Capitalized terms used in this Share Registrar User Supplement will have the meanings given to such terms in the General Terms and Conditions. Nothing in this Share Registrar User Supplement or the General Terms and Conditions is intended to or shall derogate from the duties and obligations of Share Registrar Users in respect of a New Listing pursuant to the Legal and Regulatory Requirements.

1. Application

- 1.1. Notwithstanding any provision in the General Terms and Conditions, this Share Registrar User Supplement shall apply, and shall be deemed to be accepted by a Share Registrar User, where an application to become a Share Registrar User is accepted by HKSCC and, in respect of a New Listing, a FINI User uses FINI as a Share Registrar User.
- 1.2. This Share Registrar User Supplement is supplemental to the General Terms and Conditions of FINI. In the event of any inconsistency between this Share Registrar User Supplement and the General Terms and Conditions, this Share Registrar User Supplement shall prevail with respect to matters prescribed herein.
- 1.3. Notwithstanding any other provisions in the General Terms and Conditions or this Share Registrar User Supplement, HKSCC shall not be deemed a share registrar's regulator by virtue of such share registrar becoming a Share Registrar User.

2. Share Registrar User's functions and representations

- 2.1. The functions available on FINI to a Share Registrar User are set out in the FINI User Guide.
- 2.2. A Share Registrar User shall arrange payment of any EIPO processing charges to HKSCC as approved by the Commission and as agreed between the Issuer and HKSCC.
- 2.3. With respect to a New Listing, a Share Registrar User represents and warrants to HKSCC and other Relevant Parties that:
 - (a) It is duly authorized by the Issuer to act as share registrar in the relevant New Listing and has made the management of the Issuer fully aware of the arrangements set out in sections 3 to 5 of this Share Registrar User Supplement.
 - (b) It has obtained all necessary approvals and consent to act as share registrar in the relevant New Listing.

3. De-duplication and balloting

- 3.1. With respect to a New Listing, after receiving the EIPO application file from HKSCC, a Share Registrar User shall input the final subscription levels of the public offer (including EIPO applications and the applications received by the Share Registrar User), as well as preferential

and employee offerings (if any) into FINI for reference and downstream processing before the deadline as prescribed by HKSCC or set out in the FINI User Guide.

- 3.2. A Share Registrar User shall conduct a de-duplication process on behalf of the issuer to identify and remove multiple applications, suspected multiple applications or other invalid applications for a New Listing in accordance with the methodology as agreed between HKSCC and the Federation of Share Registrars Limited and notified by HKSCC to the Share Registrar User. A Share Registrar User shall not disclose such methodology to any third party without HKSCC's prior written consent.
- 3.3. A Share Registrar User shall agree the basis for allotment with the Issuer and conduct balloting in respect of the public offer before the deadline as prescribed by HKSCC or set out in the FINI User Guide.

4. Public offer allotment information

- 4.1. With respect to a New Listing, a Share Registrar User shall submit the following information to FINI in such format and manner and by such time as prescribed by HKSCC or SEHK from time to time or set out in the FINI User Guide:
 - (a) the public offer allotment file, comprising a full list of all public offer applicants (including EIPO applications and applications received by the Share Registrar User) and their respective share allotments, if any; and
 - (b) such other related information as prescribed in the FINI User Guide.
- 4.2. If any anomaly and/or error with respect to the public offer allotment information submitted by a Share Registrar User is found (whether through FINI or identified by the Share Registrar User), the Share Registrar User shall rectify such error and/or anomaly as soon as reasonably practicable and deliver a replacement file to FINI before the deadline as prescribed by HKSCC or set out in the FINI User Guide.
- 4.3. HKSCC shall be fully authorized to make the public offer allotment information available to a Regulator and any HKSCC Participant or Bank User in such manner as HKSCC deems appropriate (whether through FINI or otherwise).
- 4.4. A Share Registrar User shall publish the information and allotments of successful public offer investors no earlier than the time that it communicates the allotment results to FINI or such other time as may be prescribed in the FINI User Guide, and in a manner that is consistent with any applicable Legal and Regulatory Requirements.

5. Certificate of title

- 5.1. With respect to a New Listing, a Share Registrar User shall, before the deadline prescribed by HKSCC or set out in the FINI User Guide:

- (a) for the purpose of effecting credit of the securities to the relevant HKSCC Participants' stock accounts in CCASS for successful public offer applicants, deliver to HKSCC the relevant certificates of title in the denominations specified by HKSCC, in accordance with the public offer allotment file; and
- (b) in connection with the securities resulting from placing or transfer from overseas register and for the purpose of effecting credit of the securities to the stock account(s) in CCASS designated by placing agent and/or sponsor, deliver to HKSCC the relevant stock deposit forms and certificates of title in the denominations specified by HKSCC.

PROVIDED THAT, in the event of a Severe Weather Event, rendering it impossible for a Share Registrar User to deliver the relevant certificates of title to HKSCC as scheduled, the Share Registrar User shall provide electronic copies of the following supporting documents to HKSCC no later than the deadline as agreed between the Federation of Share Registrars Limited and HKSCC which is set out in the FINI User Guide: (a) extract of updated register of members showing the allotted securities, which shall take effect and conditional upon the New Listing; and (b) a report showing the certificate numbers and denomination of each certificate in such format as agreed between the Share Registrar User and HKSCC. A Share Registrar User shall also ensure that all the relevant certificates of title are duly issued and kept under its safe custody. Upon discontinuance of the Severe Weather Event, the Share Registrar User shall arrange for the delivery of the relevant original certificates of title to HKSCC immediately after the resumption of courier services and before the deadline as agreed between the Federation of Share Registrars Limited and HKSCC which is set out in the FINI User Guide.

- 5.2. Upon receipt of re-registration request from HKSCC with regard to the certificates of title for the securities which are not issued in the name of HKSCCN amongst the securities as mentioned in section 5.1(b) of this Share Registrar User Supplement, a Share Registrar User shall complete the re-registration of the relevant securities into the name of HKSCCN in the register of members of the Issuer and to make available the certificate(s) so issued for HKSCC's collection by the deadline prescribed by HKSCC or set out in the FINI User Guide. No registration fee shall be charged by the Share Registrar User.

6. No reliance and disclaimer of liabilities

Without prejudice to the scope of section 14 of the General Terms and Conditions:

- 6.1. A Share Registrar User acknowledges and agrees that HKSCC shall have no obligation to effect any data posting using the public offer allotment file unless the Share Registrar User has complied with its obligations set out in section 4 of this Share Registrar User Supplement.
- 6.2. A Share Registrar User acknowledges and agrees that it shall be solely responsible for the correctness and accuracy of the information contained in the public offer allotment file, any replacement file, and any other corrected file delivered to HKSCC.

- 6.3. A Share Registrar User acknowledges and agrees that HKSCC shall have no liability whatsoever, direct or indirect, to any other party, including but not limited to the Share Registrar User, if the public offer allotment information provided by the Share Registrar User contains anomalies and/or errors and is not replaced by any replacement file, or the replacement file cannot in any event be properly validated by HKSCC, and as a result HKSCC is not able to make available to HKSCC Participants the allotment results of EIPO or to effect data posting in a timely manner.
- 6.4. A Share Registrar User acknowledges and agrees that HKSCC and other Relevant Parties shall not be liable or responsible in any way for any Damages or Losses arising from or in connection with:
- (a) any delay or failure by the Share Registrar User in the delivery of the public offer allotment file, any replacement file, any other corrected file delivered to HKSCC, or any other required information;
 - (b) any delay or failure by the Share Registrar User in taking any necessary action under this Share Registrar User Supplement;
 - (c) any discrepancy with respect to the allotment results or other share application information;
 - (d) any neglect, default or breach by the Share Registrar User of any provision of any representation, warranty, undertaking and/or acknowledgement that it had given; or
 - (e) any action taken or not taken by HKSCC in accordance with these Terms and Conditions and any provision of any representation, warranty, undertaking and/or acknowledgement given by the Share Registrar User.

7. Specific indemnities

- 7.1. Without prejudice to the scope of section 15 of the General Terms and Conditions, a Share Registrar User shall irrevocably and unconditionally agree to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with sections 3 to 5 of this Share Registrar User Supplement (except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses).

B4: Bank User Supplement

Capitalized terms used in this Bank User Supplement will have the meanings given to such terms in the General Terms and Conditions. Nothing in this Bank User Supplement or the General Terms and Conditions is intended to or shall derogate from the duties and obligations of Bank Users in respect of a New Listing pursuant to the Legal and Regulatory Requirements.

1. Application

- 1.1. Notwithstanding any provision in the General Terms and Conditions, this Bank User Supplement shall apply, and shall be deemed to be accepted by a Bank User, where an application to become a Bank User is accepted by HKSCC and, in respect of a New Listing, a FINI User uses FINI as a Bank User.
- 1.2. This Bank User Supplement is supplemental to the General Terms and Conditions of FINI. In the event of any inconsistency between this Bank User Supplement and the General Terms and Conditions, this Bank User Supplement shall prevail with respect to matters prescribed herein.
- 1.3. The functions available on FINI to a Bank User are set out in the FINI User Guide.
- 1.4. Sections 2, 3 and 4 of this Bank User Supplement shall apply to a Bank User which uses FINI in the capacity as a designated bank for Designating CPs in a New Listing.
- 1.5. Section 5 of this Bank User Supplement shall apply to a Bank User which uses FINI in the capacity as a receiving bank for an Issuer in a New Listing.

2. DB Nominee Account

- 2.1. A Bank User shall maintain a DB Nominee Account for the sole purpose of holding its Designating CPs' funds for the settlement of their money obligations in respect of EIPO applications in a New Listing.
- 2.2. A Bank User shall enter into appropriate arrangement with its Designating CPs for the operation of the DB Nominee Account (including without limitation, the direct debit authorizations for giving effect to instructions generated by FINI to debit and/or credit such DB Nominee Account)) to facilitate the Designating CP's compliance with the applicable pre-funding requirement and money settlement obligations with respect to a New Listing.
- 2.3. A Bank User shall give written notice to HKSCC prior to any termination of DB Nominee Account services or direct debit authorizations with respect to any Designating CP, specifying the date of termination is to become effective (which may not be less than three (3) business days' after the date when the notice is received by HKSCC) together with the details of the relevant Designating CP. A Bank User shall continue to be liable to HKSCC for all amounts payable by such Bank User under this Bank User Supplement prior to the effective date of such termination. Subject to the foregoing, a Bank User shall have no further liabilities as the

Designating CP's designated bank following such termination, save in respect of any actions or claims which arose prior to such termination.

3. Confirmation of pre-funding requirement

- 3.1. With respect to a New Listing, upon receiving the notification message on a Designating CP's pre-funding requirement from FINI, a Bank User shall confirm, by sending a confirmation response message to HKSCC on FINI in such format and manner and by such deadline as prescribed in the FINI User Guide, that there are sufficient funds available in the DB Nominee Account to meet the pre-funding requirement for such Designating CP.
- 3.2. A Bank User further acknowledges and agrees that, unless the relevant New Listing is cancelled or postponed or in the other circumstances as may be provided in the FINI User Guide, the pre-funding money as confirmed by the Bank User in its response message to HKSCC shall not be transferred out of the DB Nominee Account except for settlement of the relevant Designating CP's money obligations in respect of its EIPO applications in the New Listing in accordance with section 4 of this Bank User Supplement. Notwithstanding the above, subject to the DB Nominee Account having sufficient funds to meet the relevant Designating CPs' money settlement obligations in respect of their EIPO applications and compliance with the supervisory policy manual or other guidelines issued by the Hong Kong Monetary Authority from time to time, a Bank User may use the funds in the DB Nominee Account . Unused pre-funding money after settlement of the relevant Designating CP's money obligations may be released by the Bank User.
- 3.3. A Bank User acknowledges that, with respect to any Designating CP, a missing or negative confirmation on the pre-funding requirement from the Bank User by the cut-off time as prescribed in the FINI User Guide will invalidate and remove the relevant Designating CP's EIPO applications, in which case the Designating CP will also be deemed to have breached the relevant provisions under the HKSCC Rules.

4. Money settlement

- 4.1. With respect to a New Listing, a Bank User shall give effect to instructions generated by FINI to debit and/or credit the DB Nominee Account and cause payments to be made to the Issuer's receiving bank account at such time and in such manner as prescribed in the FINI User Guide.
- 4.2. In the event any payments to the Issuer's receiving bank account have not been or cannot be effected in accordance with the instructions generated by FINI, the Bank User shall send a notification to HKSCC, through FINI or otherwise, in such format at such time and in such manner as prescribed in the FINI User Guide. The Bank User acknowledges that the related payments will not be effected if such notification is received by HKSCC and it shall accept full responsibility resulting from the issue of such notification to HKSCC.
- 4.3. A Bank User agrees and undertakes that, in the event a notification as stipulated under section 4.2 of this Bank User Supplement is not received by HKSCC in relation to any payment, the

Bank User shall be unconditionally obligated as principal to cause such payment to be made to the Issuer's receiving bank account in accordance with the instructions generated by FINI.

- 4.4. Without prejudice to section 2.2 of this Bank User Supplement, a Bank User shall procure that HKSCC is authorized to cause credits and debits to be made to the DB Nominee Account and its Designating CPs' designated bank accounts in relation to the following:
- (a) the payment of the money due in respect of EIPO applications from the DB Nominee Account to the issuer's receiving bank account; and
 - (b) the refund of money resulting from cancellation of the New Listing or any other circumstances set out in any Regulatory Requirement or the FINI User Guide from the issuer's receiving bank account to the relevant Designating CP's designated bank account.

5. Receiving bank

- 5.1. A Bank User which uses FINI in the capacity as a receiving bank for an Issuer in a New Listing shall make appropriate arrangements to cause credits to be made to the Issuer's receiving bank account upon receiving the payment of the money due in respect of EIPO applications from the DB Nominee Account.
- 5.2. With respect to a New Listing, to facilitate a refund of money resulting from cancellation of the New Listing or any other circumstances set out in any Regulatory Requirement or the FINI User Guide, a Bank User shall give effect to instructions generated by FINI to debit the Issuer's receiving bank account and cause payments to be made to the relevant Designating CPs' designated bank accounts at such time and in such manner as prescribed in the FINI User Guide.

6. Specific indemnities

- 6.1. Without prejudice to the scope of section 15 of the General Terms and Conditions, a Bank User shall irrevocably and unconditionally agree to defend, indemnify in full and hold HKSCC and all Relevant Parties harmless from and against all Damages or Losses arising from or in connection with sections 2 to 4 (with respect to a Bank User which uses FINI in the capacity as a designated bank for Designating CPs in a New Listing) or section 5 (with respect to a Bank User which uses FINI in the capacity as a receiving bank for an Issuer in a New Listing), as the case may be, of this Bank User Supplement (except where HKSCC is guilty of anything not done or not omitted to be done in good faith on its part and is directly responsible for the Damages or Losses).