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香港中央結算有限公司
(香港交易及結算所有限公司全資附屬公司)

HONG KONG SECURITIES CLEARING COMPANY LIMITED
(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

通告 CIRCULAR

Subject: Amendments to the General Rules of CCASS (the “Rules”), the CCASS Operational Procedures (the “Procedures”), the Terms and Conditions of the Services for Master SPSA Holder (the “Master SPSA T&Cs”) and the introduction of the Terms and Conditions of FINI (the “FINI T&Cs”) of Hong Kong Securities Clearing Company Limited (“HKSCC”)

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CCASS Participants are requested to note that the Securities and Futures Commission has approved (1) amendments to the Rules and Procedures and the introduction of the FINI T&Cs for the implementation of FINI, a mandatory platform for modernizing the IPO settlement process, and the introduction of a stock admission fee and a processing fee cap for new listings handled through FINI; and (2) amendments to the Master SPSA T&Cs relating to the renaming of the “General Rules of CCASS” and the “CCASS Operational Procedures” to the “General Rules of HKSCC” and the “HKSCC Operational Procedures” respectively.

The amendments to the Rules, Procedures, Master SPSA T&Cs and FINI T&Cs, as set out in Appendices 1 to 4 respectively, will come into effect on Wednesday, 22 November 2023.

The marked-up version of the amendments to the Rules, Procedures and Master SPSA T&Cs can be downloaded from the following sections of the HKEX website:

- ["Rule Update - General Rules of CCASS"](#)
- ["Rule Update - CCASS Operational Procedures"](#)
- ["Rule Update - Terms and Conditions of the Services for Master SPSA"](#)

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Head of Legal

¹ Calls to and from the CCASS Hotline may be recorded. HKEX Privacy Notice is available [here](#).

GENERAL RULES OF CCASS

CHAPTER 1

INTERPRETATION

101. Definitions

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

“Authorised User”	means in relation to a Corporate Investor Participant or a Participant other than an Investor Participant, a person approved by that Participant in the manner prescribed by HKSCC as being authorised to access CCASS on behalf of that Participant via its CCASS Terminal or its Participant Gateway or the CCASS Phone System or the CCASS Internet System, as referred to in Rule 704 and Sections 3.4 and 3.10 of the Operational Procedures;
“Customer Service Centre”	means the location specified by HKSCC from time to time at which Investor Participants may give instructions (in such form as HKSCC may require) in connection with the HKSCC services available to them to HKSCC;
“DB Nominee Account”	means in relation to any Participant, any (or, as the context may require, each) bank account denominated in an Eligible Currency maintained by that Participant’s Designated Bank in accordance with the requirements in the FINI Terms and Conditions and the FINI User Guide and approved by HKSCC for FINI money settlement purposes in respect of that Participant’s Electronic Application Instructions for New Issue Shares;
“Designated Bank Account”	means in relation to any Participant, any (or, as the context may require, each) bank account denominated in an Eligible Currency maintained by that Participant with its Designated Bank and approved by HKSCC for money settlement purposes;
“Electronic Application Instructions for New Issue Shares”	means instructions by a Participant via FINI for an application to be made on its behalf for New Issue

	Shares and for the payment of application moneys, as referred to in Rule 1101(vi);
“Electronic Payment Instruction” or “EPI”	means a payment instruction generated by HKSCC and forwarded for processing to the Designated Bank of a Participant via the Clearing House of HKAB, to effect (i) money settlement between two Participants in relation to Isolated Trades or SI or ISI Transactions in CCASS on a DVP basis; (ii) payment of money by Clearing Participants or Custodian Participants to their SSA Statement Recipients in respect of STI Transfers on a DVP basis; (iii) payment of fees and expenses by Participants other than Investor Participants to HKSCC for CCASS services; or (iv) redelivery to China Connect Clearing Participants of Collateral provided to HKSCC for the early release of China Connect Securities that are Securities-on-hold;
“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 Issues;
“FINI CP User”	means a Participant which is accepted by HKSCC to use FINI in its capacity as an “HKSCC Participant”;
“FINI PFR”	means the pre-funding requirement to be satisfied by a Participant in respect of its Electronic Application Instructions for New Issue Shares, as referred to in Section 8.18A.4 of the Operational Procedures;
“FINI Terms and Conditions”	means the terms and conditions governing the use of FINI, as from time to time prescribed by HKSCC;
“FINI User Guide”	means the "FINI User Guide" of HKSCC in relation to FINI, containing information on the use of FINI by FINI users, as from time to time in force;
“Operational Procedures”	means the Operational Procedures of HKSCC, containing the practices, procedures and administrative or other requirements relating to HKSCC’s services and the operations and functions of the Systems, as from time to time in force;
“Prospectus”	means any prospectus, notice, circular or other

document offering or calculated to invite offers by the public to subscribe for or purchase securities (including shares, warrants, Depositary Receipts, Debt Securities and Units), as supplemented or amended, and includes, unless inconsistent with the context, its associated application form or forms;

“Rules”	means the General Rules of HKSCC as set out herein and as may be amended or modified from time to time and where the context so permits, shall include the Operational Procedures;
“System”	means CCASS, FINI or any other platform, facility or system established, operated and/or otherwise provided by or through HKSCC;

103. HKSCC may disapply Rules

HKSCC may, having notified the Commission, and in the interest of the efficient operation of a System and/or in the interest of a Participant waive the application of any Rule.

104. HKSCC's policy on personal information collection

In relation to the Personal Data (Privacy) Ordinance, HKSCC and its nominee's policy with respect to personal information collection relating to individuals in relation to HKSCC's functions and services are as follows:

- (i) The information provided with respect to such persons may be used for the purposes of admitting Participants and their continued participation in a System, providing HKSCC's services to Participants, administration of the activities of a System, the daily operations of a System, money settlement services, conducting risk management and compliance functions, ensuring ongoing credit worthiness of Participants, meeting the requirements under insurance policies purchased and maintained by HKSCC, designing new services for Participants, preparing System related publications and other publications, facilitating despatch of copies of Corporate Communications to recipients, meeting the requirements to make disclosure under the requirements of any laws binding on HKSCC and other purposes related thereto.
- (ii) Unless consent of the individual is obtained, personal information of an individual held by HKSCC will be kept confidential but HKSCC may release some of the information (including but not limited to information received from an Investor Participant and other information in connection with an Investor Participant) to external parties including but not limited to agents, contractors or third party service providers who provide administrative, telecommunications, computer, insurance, payment clearing or other services to HKSCC in connection with the operation of its business, any other person under a duty of confidentiality to HKSCC (including by way of contract), the Commission, the Exchange, any recognized exchange controller, any company of which the recognized exchange controller which is the controller of HKSCC is the controller, other recognized clearing houses, central depositories, bodies of exchanges, overseas governmental or regulatory bodies, governmental

departments and issuers of Eligible Securities authorized by law and/or pursuant to the Rules, notwithstanding that any such persons may be outside of Hong Kong.

- (iii) Subject to the exemptions under the Ordinance, individuals who have provided such information to HKSCC have the right to access and correction with respect to personal data held by HKSCC. Request for personal data access and correction should be in writing and addressed to the Personal Data Privacy Officer, Hong Kong Exchanges and Clearing Limited, 8/F., Two Exchange Square, 8 Connaught Place, Central, Hong Kong.
- (iv) In accordance with the terms of the Ordinance, HKSCC shall impose a reasonable fee for processing a data access request.

CHAPTER 2

PROCEDURES

202. Orders, directions, practice notes

HKSCC may from time to time issue orders, directions or practice notes relating to any of its services or all or part of the operations and facilities of a System and such orders, directions or practice notes shall be binding on all Participants.

CHAPTER 4

TRANSACTIONS BY PARTICIPANTS

402. Participants to act as principals

So far as the rights and liabilities between HKSCC and each Participant are concerned, a Participant using any of the services of HKSCC, whether by the Participant itself or through a person acting or purported to be acting with the authority of, on behalf of and/or for the account of the Participant, shall be treated as acting as principal, and not as agent, and shall be liable to HKSCC as such.

In rendering its services, HKSCC shall be under no obligation to recognize any right or interest which any person, including SSA Statement Recipients and NCPs other than a Participant may have or claim to have in relation to all matters concerning a System or an Appointed Depositary (including, without limitation, Eligible Securities deposited into CCASS or held by an Appointed Depositary and transactions to be settled thereunder) and the operation thereof by HKSCC, provided that HKSCC may recognize any right or interest which a Recognized Clearing House may have or claim to have in relation to Eligible Securities deposited into CCASS by or for a Participant under or in connection with any charge or security interest granted in favour of the Recognized Clearing House by the Participant in respect of such Eligible Securities.

403. Instructions in violation of laws etc.

Notwithstanding anything to the contrary in the Rules, HKSCC shall not be bound to effect

any transaction or take any other action upon the instructions of a Participant if it would violate any applicable law, decree, court order, regulation, sanctions regime or order of any government or other competent authority or if HKSCC, in its absolute discretion, determines that it will not be in the interests of HKSCC or Participants to do so.

CHAPTER 7

SERVICES - GENERAL

701. Services

Subject to the Rules, HKSCC may supply to Participants the services referred to in the Rules and such other services as may from time to time be deemed appropriate by HKSCC.

In relation to those types of services supplied by HKSCC to a Clearing Participant or Custodian Participant in respect of the Participant's holdings in the SSA with Statement Service which HKSCC finds it appropriate to make available for use by SSA Statement Recipients for the account of the Participant as provided in the Rules, the Participant may, in such manner as HKSCC may from time to time prescribe, authorize any its SSA Statement Recipients to use any such services (including the giving of instructions in relation thereto) for the account of the Participant subject to the Rules. For the avoidance of doubt, the use of such services by SSA Statement Recipients for the account of the Participant as aforesaid shall, for the purposes of the Rules, be considered use of the services by the Participant which shall be liable therefor. Unless otherwise stated in the Rules, such authorization to SSA Statement Recipient is personal to that SSA Statement Recipient.

HKSCC may from time to time prescribe new or additional rules and procedures in relation to the provision of the services contemplated in the Rules.

Notwithstanding anything to the contrary in the Rules, HKSCC may decline in its discretion to provide one or more services or facilities or suspend or cease to provide any services or facilities with respect to any transaction or class of transactions, any Participant or category of Participants or SSA Statement Recipients, or any Eligible Security or class of Eligible Securities. In deciding whether to exercise such discretion, HKSCC may take into account any factors which it considers reasonable or relevant including, without limitation, any terms and conditions upon which an Eligible Security is issued or any restrictions, limitations, conditions or requirements under or imposed by any applicable law, rule or regulation of any relevant jurisdiction.

Participants other than Investor Participants or its Settlement Agent shall gain access to services of CCASS in accordance with these Rules and such conditions as prescribed by HKSCC from time to time.

Participants which are accepted by HKSCC as Synapse Users shall gain access to Synapse

services in accordance with these Rules, the Synapse Terms and Conditions and such conditions as prescribed by HKSCC from time to time.

Participants which are accepted by HKSCC as FINI CP Users shall gain access to FINI services in accordance with these Rules, the FINI Terms and Conditions and such conditions as prescribed by HKSCC from time to time.

Investor Participants shall gain access to services of CCASS via the CCASS Phone System or the CCASS Internet System in accordance with these Rules and such conditions as prescribed by HKSCC from time to time.

703. Arrangements with other entities

HKSCC may from time to time, in its own right, as agent for Participants and/or in any other capacity, enter into or be required to enter into arrangements with other entities, or to obtain or receive the services or assistance of such entities in order to provide or otherwise to facilitate the provision of, any HKSCC's or other services and facilities to Participants upon such terms and conditions as it may agree with such entities. When using any such services and facilities, Participants shall comply with and be bound by, and all transactions relating to such services and facilities shall also be subject to, the terms and conditions of the relevant arrangements and all the other applicable rules, regulations, procedures, requirements and directions made, issued or prescribed under the arrangements, as notified to the Participants or otherwise set out in these Rules or the Operational Procedures. Where applicable, Participants shall upon request provide HKSCC, any entity it has entered into relevant arrangement with or such other persons as HKSCC may specify with such agreements, confirmations, acknowledgements, declarations or authorizations (i) as HKSCC may require for the provision of the relevant services; or (ii) as HKSCC may be required to obtain or provide under any terms and conditions relating to the relevant arrangement.

Without limiting the generality of the foregoing, a Participant, in using any HKSCC's services and facilities in respect of CMU Instruments, shall be deemed to have provided to HKSCC -

- (i) an acknowledgement in favour of the HKMA and its servants and agents that the holding of CMU Instruments for the Participant on the CMU Account of HKSCC and all transactions over such CMU Account or otherwise in relation to facilities relating to HKSCC's membership of the CMU Service will be subject to all of the provisions of the Membership Agreement in respect of Central Moneymarkets Unit Service entered into between the HKMA and HKSCC ("CMU Membership Agreement") and to the CMU Rules (as defined in the CMU Membership Agreement) and in particular (but without limiting the generality of the foregoing)-
 - (a) that CMU Instruments are to be held in the CMU Service only if they have been purchased or are held on terms authorizing the holder to deal with them free from any proprietary or equitable interest (as defined in the CMU

Membership Agreement) of any other person;

- (b) that except as required by law the HKMA is not bound by or compelled to recognize any proprietary or equitable interest in or any other right in respect of any CMU Instrument other than an absolute right to the entirety of that CMU Instrument in the CMU Member to whose CMU Account that CMU Instrument is for the time being credited or for whose account that CMU Instrument is otherwise held for the time being, and that the Participant will not assert or permit any person claiming under or through it to assert any such proprietary or equitable interest or other right against the HKMA;
 - (c) that the HKMA and its servants and agents, with the limited exceptions expressly provided in the CMU Membership Agreement, are exempt from liability caused directly by or indirectly by the operation of the CMU Service and entitling the HKMA without liability to act without further enquiry on instructions or information or purported instructions or information received through the CMU Service or otherwise in accordance with the CMU Manual (as defined in the CMU Membership Agreement); and
- (ii) an authorization for HKSCC on behalf of the Participant to do all such acts and things and execute all such documents as may be required to enable HKSCC fully to observe and perform its obligations under the CMU Membership Agreement and the CMU Rules, and enter into any arrangement which HKSCC considers proper for the purpose of facilitating clearance of transactions effected on behalf of the Participant through the CMU Service.

Copies of the CMU Membership Agreement, CMU Rules and CMU Manual are available for inspection by Participants at the CCASS Depository service counter.

CHAPTER 8

DEPOSITORY AND CUSTODIAN SERVICES

808. Immediate credit

Subject to the Rules, upon acceptance for deposit of Eligible Securities from a Participant other than an Investor Participant, such Eligible Securities will be credited to the Stock Accounts designated by the Participant.

In the case of deposit of Eligible Securities in registered form by an Investor Participant, such Eligible Securities will not be immediately credited to the Investor Participant's Stock Account. Subject to the Rules, HKSCC shall credit such Eligible Securities upon registration or re-issue of such Eligible Securities in the name of HKSCC or its Nominee or at such time as HKSCC determines it would be in the interest of HKSCC to effect such credit. Eligible

Securities which are not yet credited to the Investor Participant's account are not available for withdrawal and settlement. However, such Eligible Securities are eligible for nominee services to such extent as HKSCC considers appropriate.

HKSCC reserves the right at any time not to credit the Stock Accounts designated by a Participant in respect of Eligible Securities deposited if :

- (i) in the case of Eligible Securities in registered form, the Eligible Securities deposited are part of an issue the transfer of which is or may be, in HKSCC's absolute determination, subject to unreasonable delay (in which case, the Eligible Securities will only be credited to the designated Stock Accounts at such time as the registration or re-issue of such Eligible Securities in the name of HKSCC or its nominee has been effected);
- (ii) the Eligible Securities deposited are part of an issue which, in HKSCC's absolute determination, is or has been the subject of theft, forgery or other fraudulent activity (in which case, the Eligible Securities will only be credited to the designated Stock Accounts at such time as HKSCC is, in its absolute determination, satisfied that the Eligible Securities are no longer the subject of any such activity); or
- (iii) HKSCC considers, in its absolute determination, that it would not be in the interests of HKSCC or the Participants to do so (in which case, the Eligible Securities will only be credited to the designated Stock Accounts at such time as HKSCC determines that it would be appropriate to do so).

Pending credit to the Stock Accounts designated, a Participant may, subject to the Rules, withdraw the Eligible Securities actually deposited by it into CCASS unless such Eligible Securities are unavailable for whatever reason, including where HKSCC has submitted them for registration or re-issue in its name or in the name of its nominee, or in the name of the Appointed Depository or its nominee, as applicable.

If HKSCC exercises or proposes to exercise its right under this Rule with respect to a particular Eligible Security as aforesaid, HKSCC shall notify Participants accordingly.

824. Custodian services in relation to China Connect Securities

HKSCC provides services to Participants as set out in Chapters 8, 11 and 41 of the Rules and the related Operational Procedures to enable them and their clients (as appropriate) to exercise their rights as owners of proprietary interests in China Connect Securities, including the right to receive dividends and other distributions and the power to exercise voting rights. Unless specifically provided for in the Rules, HKSCC will not exercise any right arising from or in relation to any China Connect Securities without the instruction of the Participants.

CHAPTER 11

NOMINEE SERVICES

1101. Scope and extent of nominee and similar services

Subject to the Rules, applicable laws and applicable regulatory approval, in respect of Eligible Securities deposited into or otherwise held or recorded in CCASS and credited to the Stock Accounts of Participants and in respect of New Issue Shares, HKSCC may from time to time provide nominee and similar services to Participants in such manner and to such extent and at such times as it considers appropriate. The services may include:

- (i) the collection or receipt of dividends, interest payments, redemption proceeds, distributions, rights, entitlements, securities, and other properties and documents with respect to such Eligible Securities;
- (ii) the distribution or payment to Participants of dividends, interest payments, redemption proceeds, distributions, rights, entitlements, securities and other properties and documents received by HKSCC or its nominee with respect to such Eligible Securities and if practicable, the making of disposal arrangements in respect of distributions which would otherwise be difficult or impracticable for Participants to realize for the benefit of the relevant Participants;
- (iii) (a) the appointment of Participants or persons nominated by Participants as proxies or representatives of HKSCC or the Nominee for the purposes of attending and voting at meetings of holders of such Eligible Securities or other similar purposes, (b) in respect of Uncertificated Eligible Securities (where applicable and where the applicable laws, rules or regulations so permit or require), the communication or passing on of any voting or other instructions, proxy nominations or appointments or other authorizations, declarations, requests or information received from Participants to the Overseas Issuer or its authorized agents or representatives including the Issuer's principal or branch share registrar, and (c) in respect of China Connect Securities, where applicable and where the applicable laws, rules or regulations or constitutional documents of the relevant issuer so permit or require, the communication or passing on of any voting or other instructions, proxy nominations or appointments or other authorizations, declarations, requests or information received from Participants to the issuer or its authorized agents or representatives;
- (iv) the seeking of instructions from Participants with regard to the exercise of rights or entitlements accruing to such Eligible Securities or the participation in other actions, transactions or matters affecting them and the giving effect to instructions so received from Participants;

- (v) if practicable, the making of arrangements to enable Participants directly to enjoy rights or entitlements accruing to such Eligible Securities or to participate in other actions, transactions or matters affecting them;
- (vi) the receipt of and compliance with electronic instructions (a) to cause the Nominee to apply for New Issue Shares on its behalf and (b) to arrange payment and (where applicable) refund of the money, in each case in accordance with the Operational Procedures;
- (vii) the receipt of and compliance with Tender Instructions (a) to cause HKSCC to tender or apply for Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments on its behalf and (b) to arrange payment and refund of the money due in respect of the tender or application (as the case may be), in each case in accordance with the Operational Procedures;
- (viii) the receipt of and compliance with electronic instructions (a) in respect of any application for the issue or redemption of Units / book-entry deposit or withdrawal of Units and (b) to arrange payment of moneys due, and transfers of securities to be made, on issue and redemption of Units / book-entry deposit or withdrawal of Units and to arrange refunds of moneys due, and retransfers of securities to be made, on cancellation or rejection of any such instructions, in each case in accordance with the Operational Procedures;
- (viii a) the receipt of and compliance with instructions to cause the Nominee to submit a requisition to an Issuer in accordance with the Operational Procedures; and
- (ix) such other services with respect to rights and entitlements accruing to such Eligible Securities or other actions, transactions, or matters affecting them as HKSCC considers appropriate.

Subject to the Rules, a Clearing Participant or Custodian Participant may, in respect of Eligible Securities held in custody or recorded in the CCASS Depository or in an Appointed Depository (as the case may be) and credited to the SSA with Statement Service of the Participant, authorize its SSA Statement Recipient to use voting services and give voting instructions to HKSCC in relation to such Eligible Securities for the account of the Participant. Where the Participant has authorized its SSA Statement Recipient to give voting instructions in relation to such Eligible Securities as aforesaid, the Participant itself shall not give voting instructions in relation to such Eligible Securities. For these purposes, voting instructions include instructions to make demand poll requests and instructions to appoint person nominated by SSA Statement Recipient to attend meetings. HKSCC may from time to time provide the following voting services to SSA Statement Recipient for the account of the Clearing Participant or Custodian Participant in such manner and to such extent and at such times as HKSCC considers appropriate:

- (i) the seeking of voting instructions with regard to such Eligible Securities from SSA Statement Recipients for the account of the Clearing Participants or Custodian Participants and the giving effect to voting instructions so received from them; and
- (ii) the appointment of SSA Statement Recipients or persons nominated by SSA Statement Recipients for the account of Clearing Participants or Custodian Participants as proxies or representatives of HKSCC or the Nominee for the purposes of attending and voting at meetings of holders of such Eligible Securities or other similar purposes, and in respect of Uncertificated Eligible Securities (where applicable or where the applicable laws, rules or regulations so permit or require), the communication or passing on of any voting or other instructions, proxy nominations or appointments or all other authorizations, declarations, requests or information received from SSA Statement Recipients to the Overseas Issuer or its authorized agents or representatives including the Issuer's principal or branch share registrar.

In respect of Uncertificated Eligible Securities, unless HKSCC otherwise agrees, a Participant shall only give voting or other instructions to HKSCC and not directly to the Overseas Issuer or its principal or branch share registrar (if any). Further, where appropriate arrangements have been put in place, the transmission of corporate and other communications in respect of Uncertificated Eligible Securities to Participants directly by the principal or a branch share registrar of an Overseas Issuer (or vice versa) may be made. Such procedures and arrangements are as set out in the Operational Procedures or as HKSCC may from time to time prescribe. HKSCC may also specify rules and procedures in relation to the treatment of and services available for Uncertificated Eligible Securities in light of the circumstances of a particular case and the applicable laws and regulations of the relevant jurisdiction.

HKSCC may from time to time provide nominee services to Participants in respect of Eligible Securities deposited into CCASS but not yet credited to the Stock Accounts of such Participants in such manner and to such extent and at such times as it considers appropriate. If HKSCC considers appropriate, the Participant may not use or withdraw any entitlements arising from the provision of such nominee services until completion of the registration of the Eligible Securities in the name of HKSCC or its Nominee. During this period if there is any failure by the Participant to perform its obligations to HKSCC or when HKSCC otherwise deems it necessary for its own protection, HKSCC may use, sell or apply any such entitlements without further reference to the Participant and the only obligation of HKSCC to such Participant in respect of the entitlements upon successful registration shall be to pay such Participant an amount equal to the balance and/or to return to such Participant the balance of the entitlements remaining after satisfaction of all obligations and liabilities (actual or contingent) of such Participant to HKSCC.

HKSCC may prescribe rules and procedures for the provision of such nominee services (including, without limitation, the determination by HKSCC of the entitlement of Participants to participate in actions, transactions or other matters affecting Eligible Securities) and shall be authorised to take such action as may be necessary to provide such nominee services to

Participants. HKSCC may also take such other action as it may in its absolute discretion consider appropriate or desirable to safeguard the interests of Participants with respect to Eligible Securities deposited into CCASS.

HKSCC shall transmit to Participants other than Investor Participants via CCASS Terminals, FINI (for FINI CP Users only), SWIFT (for subscribers of the CA ISO Message Service only), or other means of communication notices of any actions, transactions or other matters affecting Eligible Securities including those that provide for action to be taken by Participants. Investor Participants will be informed of any actions, transactions or other matters affecting Eligible Securities including those that provide for action to be taken by Participants and SSA Statement Recipients will be informed of any actions affecting Eligible Securities in SSA with Statement Service that are to be voted upon. HKSCC will inform the Investor Participants and SSA Statement Recipients through the activity statement and/or the CCASS Phone System and/or the CCASS Internet System. HKSCC shall not be precluded from using other means of communication to advise Participants and SSA Statement Recipients of any such actions, transactions or matters.

If Eligible Securities credited to the Stock Account of a receiving Participant under an ISI Transaction are on hold, HKSCC may limit the extent of nominee services provided with respect to them. If an ISI Transaction settled on a DVP basis is cancelled by HKSCC because Negative Confirmation of Payment in respect to the relevant debit EPI has not been obtained and the receiving Participant's Designated Bank does not make the relevant payment, HKSCC may make adjustments to the receiving Participant's entitlements.

1105. Time limit for instructions etc.

In respect of any actions, transactions or other matters affecting an Eligible Security, HKSCC may assign a time-limit by which instructions, payments and/or other actions required to be taken in relation thereto by Participants (including persons acting with the authority of or on behalf of or for the account of the Participants) must be received by HKSCC. HKSCC may assign a latest time for (a) the giving of Electronic Application Instructions for New Issue Shares by Participants, which shall not be later than the latest time for submitting an application as described in the Prospectus and (b) the giving of Tender Instructions, which shall not be later than (in the case of Exchange Fund Notes and Specified Instruments) two Business Days before the latest time for making the relevant tender or (in the case of Government Bonds and CMU Instruments) the latest time for application on the closing date of the subscription period. Investor Participants will normally be subject to a different time-limit for giving of instructions to HKSCC. Instructions from Participants with respect to any actions, transactions or other matters affecting Eligible Securities and Tender Instructions shall be given to HKSCC electronically via CCASS Terminals and instructions from Participants in their capacity as FINI CP User shall be given to HKSCC electronically via FINI, where applicable, unless otherwise prescribed by HKSCC from time to time. Investor Participants are required to input instructions to HKSCC via the CCASS Phone System or at the Customer Service Centre or the CCASS Internet System or by such other means as considered by HKSCC in its absolute discretion to be appropriate in the circumstances. SSA

Statement Recipients are required to input voting instructions to HKSCC via the CCASS Phone System or the CCASS Internet System or by such other means as considered by HKSCC in its absolute discretion to be appropriate in the circumstances.

The giving of instructions (other than Electronic Application Instructions for New Issue Shares and Tender Instructions) by a Participant will constitute an undertaking by that Participant to HKSCC that it will maintain not less than the number of the relevant Eligible Securities (in respect of which instructions have been given) in its Stock Accounts, (other than the Stock Collateral Control Account and if the Participant is a TSF CCASS Participant, the TSF Accounts) if the instructions require submission of Eligible Securities, on the record or similar date or the date on which the Participant gives the instruction to HKSCC, as the case may be. If any cash or other consideration is required to be paid or submitted under the action, transaction or matter in respect of which the Participant has given instructions (including Electronic Application Instructions for New Issue Shares and Tender Instructions), to give effect to the instructions, a Participant shall maintain sufficient funds in its Designated Bank Account or make available the other consideration or, in the case of Electronic Application Instructions for New Issue Shares, comply with its FINI PFR, to enable HKSCC to effect such instructions relating to such actions, transactions or other matters affecting Eligible Securities or New Issue Shares.

If a Participant fails to comply with this undertaking, HKSCC shall be entitled not to give effect to the Participant's instructions and/or to take such other action as HKSCC may consider appropriate, including the taking of disciplinary action, to redress the situation.

If a Participant fails to comply with the time-limit assigned by HKSCC, HKSCC shall be under no obligation to take any action in respect of the Eligible Securities in question in the Stock Accounts of the Participant but shall be authorised, in its absolute discretion, to take such action as it considers appropriate or desirable for the benefit of the Participant.

Participants giving instructions to HKSCC in relation to any actions, transactions or other matters affecting Eligible Securities or New Issue Shares are deemed to have read the offer or other similar documents issued by the Issuers in respect of such rights or entitlements or the Prospectus and/or announcements issued in respect of the New Issues Shares and to have complied with any requirements of the Issuers contained in such offer or similar documents or Prospectus and/or announcements including, without limitation, nationality and shareholding limitation requirements, if any.

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

Where for any reason a Participant provides HKSCC with instructions relating to any actions, transactions or other matters affecting any Eligible Securities with respect to more than the number of relevant Eligible Securities credited to its Stock Account on the record or similar date, HKSCC shall be authorized to effect such instructions by making an adjustment to reflect the actual number of Eligible Securities with respect to which the Participant is entitled to provide instructions by the process of scaling down, unless the Participant specifically advises otherwise.

CHAPTER 12

MONEY SETTLEMENT SERVICES

1201. Participants to have Designated Bank Accounts

Each Participant shall maintain a General Purpose Designated Bank Account in its own name and denominated in Hong Kong dollars for the settlement of money obligations in CCASS. Each Participant which wishes to settle money obligations in CCASS in an Eligible Currency other than Hong Kong dollars must maintain a Designated Bank Account in its own name and denominated in that Eligible Currency for the settlement of money obligations in CCASS.

Each China Connect Clearing Participant shall maintain a Designated Bank Account in its own name and denominated in RMB for the settlement of money obligations in respect of China Connect Securities Trades to be settled via CPIs and DDIs.

Each Participant other than an Investor Participant may, at its own discretion and with the approval of HKSCC, maintain in its own name two additional Designated Bank Accounts in Hong Kong dollars:-

- (i) a Designated Bank Account for the settlement of money obligations in respect of ISI Transactions settled on a DVP or RDP basis; and/or
- (ii) a Designated Bank Account for the settlement of money obligations in respect of CCASS transactions (other than ISI Transactions) to be settled via CPIs.

In the case of a Joint Individual Investor Participant, each such Account must be maintained in the name of all of the individuals comprising such Participant.

Save with the written approval of HKSCC, a Participant shall not close or change any of its Designated Bank Accounts or modify HKSCC's authority in respect thereof or change any of its Designated Banks. Without prejudice to the aforesaid, a Clearing Participant which is an Exchange Participant may, subject to the Rules, receive into its General Purpose Designated Bank Account New Issue Brokerage passed on to it.

A Clearing Participant or a Custodian Participant which wishes to make payment in Hong

Kong dollars or an Eligible Currency other than Hong Kong dollars under STI Transfers on a DVP basis in CCASS to its SSA Statement Recipient shall provide HKSCC with the information of the receiving bank account of SSA Statement Recipient denominated in Hong Kong dollars or that Eligible Currency, as the case may be. The Clearing Participant or Custodian Participant shall ensure that such receiving bank account is maintained by and in the name of SSA Statement Recipient with a bank that has been approved by HKSCC as a Designated Bank, and that such receiving bank account shall not be closed or changed by SSA Statement Recipient save with the written approval of HKSCC. In providing such information of SSA Statement Recipient to HKSCC, the Clearing Participant or Custodian Participant undertakes to HKSCC that it has obtained the written consent of SSA Statement Recipient to provide the information to HKSCC and for HKSCC to release such information to other persons for the purpose of effecting payment to SSA Statement Recipient.

Each Participant which is a FINI CP User shall ensure that its Designated Bank is a Designated Bank which has been accepted by HKSCC to use FINI in the capacity as a “Bank User” as defined in the FINI Terms and Conditions. Such Designated Bank shall maintain a DB Nominee Account for holding the funds of all the Participants which have appointed the Designated Bank to facilitate their money settlement obligations with respect to their Electronic Application Instructions for New Issue Shares.

1202. Participants to authorise HKSCC

Each Participant shall authorise its Designated Bank or Designated Banks in writing in such form as is from time to time deemed acceptable by HKSCC to (i) give effect to instructions from HKSCC to debit and/or credit its Designated Bank Account(s) and cause payments to be made to its SSA Statement Recipients, HKSCC, other Participants or Issuers (or their receiving bankers), as directed by HKSCC, and (ii) give effect to CHATS Payment Instructions from HKSCC to the Designated Bank(s); and shall take such steps as shall be necessary to ensure this to be the case.

Each Participant which is a FINI CP User shall enter into an appropriate arrangement with its Designated Bank for the operation of the DB Nominee Account (including, without limitation, ensuring that direct debit authorizations are in place for giving effect to instructions generated by FINI to debit and/or credit such DB Nominee Account) to facilitate the Participant’s compliance with its FINI PFR and money settlement obligations with respect to its Electronic Application Instructions for New Issue Shares.

Each Participant undertakes not to stop, countermand, or restrain the authority granted to HKSCC and further agrees to ratify and confirm all actions taken by HKSCC in relation to the matters contemplated in Rules 1202 to 1207, and where the Participant is a TSF CCASS Participant, additionally, in relation to the matters contemplated in Rules 12A13 and 12A15.

Each Clearing Participant which is an Exchange Participant is deemed to have authorised HKSCC to disclose information relating to its General Purpose Designated Bank Account to any Issuer and/or its agent subject to the Rules to enable such Issuer or its agent to pay the

New Issue Brokerage, if any, into such General Purpose Designated Bank Account.

1203. Extent of HKSCC's authority

HKSCC shall be authorised to cause credits and debits to be made to the Designated Bank Accounts in relation to the following:-

- (i) the money obligations due to or from Clearing Participants by or to HKSCC under the CNS System and all other money payments in relation thereto;
- (ii) the money obligations due to or from Clearing Agency Participants by or to HKSCC under the CNS System and all other money payments in relation thereto;
- (iii) the money obligations, if any, between Clearing Participants in respect of the settlement of Exchange Trades under the Isolated Trades System stipulated to be made against payment in CCASS in accordance with the Rules;
- (iv) the money obligations, if any, between Participants in respect of the settlement of transactions arising out of matched Settlement Instructions stipulated to be made against payment in CCASS in accordance with the Rules;
- (v) the money obligations, if any, between Participants in respect of the settlement of Clearing Agency Transactions under the Isolated Trades System stipulated to be made against payment in CCASS in accordance with the Rules;
- (vi) the money obligations, if any, between a Participant other than an Investor Participant and an Investor Participant in respect of the settlement of transactions arising out of affirmed Investor Settlement Instructions stipulated to be made against payment in CCASS in accordance with the Rules;
- (vii) the provision of nominee services by HKSCC with respect to Eligible Securities deposited into or otherwise held or recorded in CCASS, including, but not limited to, the distribution by HKSCC of all interest or dividends received by HKSCC or its nominee in respect of such Eligible Securities and the collection of funds from Participants in relation to the provision of nominee services;
- (viii) the payments (except for Electronic Application Instructions for New Issue Shares) and refunds of money referred to in paragraphs 1101 (vi) to (viii) (inclusive) of the Rules in respect of Electronic Application Instructions for New Issue Shares, Tender Instructions and the issue and redemption of Units;
- (ix) the payment of the money due in respect of Tender Instructions and the refund of money resulting from unsuccessful or partially unsuccessful tenders;
- (ixa) the payment of the money received by HKSCC from CMU counterparty on settlement

of Transfer Instructions on a delivery versus payment basis in CMU, the return of money paid by the Participant in excess of the actual settlement amount paid on settlement of Transfer Instructions and, the return of money paid by the Participant in respect of unsettled and cancelled Transfer Instruction;

- (x) the payment or settlement of all other sums owing and obligations between HKSCC and Participants (including, without limitation, the fees and expenses payable hereunder) as contemplated in the Rules and all other sums which HKSCC may be authorised by Participants to collect from time to time; and
- (xi) the payment of money by Clearing Participants and Custodian Participants to their SSA Statement Recipients in respect of STI Transfers effected as a result of Stock Segregated Account Transfer Instructions stipulated to be made against payment in CCASS in accordance with the Rules.

Each Participant which is a FINI CP User shall procure that HKSCC shall be authorized by its Designated Bank to cause credits and debits to be made to the DB Nominee Account in relation to the payment of money due in respect of Electronic Application Instructions for New Issue Shares.

HKSCC reserves the right to debit or credit the Designated Bank Accounts to rectify erroneous payments made to or received from Participants and shall notify affected Participants if it exercises this right.

In relation to money obligations in respect of CCASS transactions to be settled via CPIs, HKSCC shall be authorised to generate CPIs in relation to such transactions to the Designated Banks of paying Participants in accordance with the Operational Procedures.

In relation to entitlement payments for which HKSCC has credited the relevant Participants' Money Ledgers before receipt of payment and if, for whatever reason, the relevant entitlement payments are not received by HKSCC, HKSCC shall have the right either to arrange for an amount equivalent to that credited by HKSCC to be debited from the relevant Participants' Money Ledger or require the relevant Participants to immediately refund the amount to HKSCC either by bank draft, cheque or telegraphic transfer or in such other manner as HKSCC deems appropriate.

In relation to the payment of the New Issue Brokerage into the General Purpose Designated Bank Accounts of Clearing Participants which are Exchange Participants, HKSCC is deemed to have been authorised by the Clearing Participants to disclose to the Issuer and/or its agent information relating to the Clearing Participants' General Purpose Designated Bank Accounts. For the avoidance of doubt, all New Issue Brokerage paid into the General Purpose Designated Bank Accounts of Clearing Participants shall be subject to the rights and authorities of HKSCC in relation to the General Purpose Designated Bank Accounts under the Rules, including but not limited to HKSCC's right of set off under Rule 1207.

1209. Extent of obligations of HKSCC

The extent of HKSCC's obligation to provide money settlement services hereunder is limited to the giving of instructions (i) to the Designated Banks to cause debits and credits to be made to the Designated Bank Accounts of Participants or the DB Nominee Accounts maintained for Participants which are FINI CP Users as contemplated in the Rules and to endeavour to give such instructions to the Designated Banks in time to achieve payment for value the same day and (ii) the generating of CHATS Payment Instructions from HKSCC to the Designated Banks of paying Participants to facilitate money settlement in accordance with the Operational Procedures.

The extent of involvement of HKSCC in relation to the payment of the New Issue Brokerage to the General Purpose Designated Bank Accounts of Clearing Participants which are Exchange Participants is limited to the provision of information relating to the General Purpose Designated Bank Accounts to the Issuer and/or its agent to facilitate them to make payment into such General Purpose Designated Bank Accounts.

Without prejudice to any liability that HKSCC may have in respect of anything not done or not omitted to be done in good faith on its part, HKSCC, the Exchange, and a recognized exchange controller which is the controller of HKSCC shall not be liable for any delay by any Designated Bank in giving effect to HKSCC's instructions or if HKSCC fails to give instructions to any Designated Bank in time on a Settlement Day to achieve payment for value the same day or for any error, discrepancy, delay, default or failure by any Issuer and/or its agent in paying the New Issue Brokerage into the General Purpose Designated Bank Account of any Clearing Participant which is an Exchange Participant or for any delay or failure by HKSCC in providing information in time to facilitate payment of the New Issue Brokerage into the General Purpose Designated Bank Account or for any delay, error or failure in the transmission, receipt or execution of information or instructions due to a breakdown or failure of any communication or telecommunications network facilities or for any delay, error, omission or default on the part of, or of any operator of, any clearing house for any Eligible Currency or of any institution or person providing clearing and settlement services in any Eligible Currency or, without prejudice to the generality of the foregoing, for any defective or incorrect or incomplete messages received from any such clearing house, operator, institution or person or from any action taken or omitted by HKSCC in reliance on such messages.

CHAPTER 14

STATEMENTS AND REPORTS

1402. Participants to check

It shall be the responsibility of each Participant to promptly check and reconcile with its own records details of such advices, statements and reports and to promptly notify HKSCC in writing of any error or omission contained in such advices, statements and reports (unless otherwise prescribed by HKSCC, in any event within one Business Day in the case of Participants other than Investor Participants and within ten Business Days in the case of Investor Participants). HKSCC reserves the right to rectify errors and omissions at any time.

1403. Advices, statements, reports to be conclusive

Unless otherwise stated in the Rules, any advice, statement or report provided by HKSCC shall, in the absence of manifest error (unless otherwise prescribed by HKSCC, and in any event after one Business Day of the availability of such advice, statement or report in the case of Participants other than Investor Participants and after ten Business Days of the deemed receipt of such advice, statement or report in the case of Investor Participants), be conclusive as to its subject matter. Except as otherwise agreed by HKSCC, the failure of a Participant to inform HKSCC of any error or omission in any advice, statement or report promptly (unless otherwise prescribed by HKSCC, in any event within one Business Day in the case of Participants other than Investor Participants and within ten Business Days in the case of Investor Participants) shall constitute a waiver in favour of HKSCC by such Participant of any right to require rectification.

HKSCC may in its absolute discretion entertain a late request by a Participant to rectify an error or omission, as aforesaid.

For the avoidance of doubt, HKSCC shall not be obliged to entertain any notification of error or omission in any advice, statement or report or any request to rectify any error or omission in any advice, statement or report from any person other than from a Participant or a Designated Bank.

CHAPTER 17

CONTINUING OBLIGATIONS OF PARTICIPANTS

1703. Other responsibilities

Each Participant undertakes that:-

- (i) it will comply with any law, decree, rule, regulation, or order of any government, regulatory authority, competent authority, court or tribunal anywhere in the world, applicable to it or to its status, the conduct of its business, the performance of its obligations as a Participant or its participation in any System, including, for the avoidance of doubt, all applicable laws, decrees, rules, regulations, and orders of any government, regulatory authority, competent authority, court or tribunal relating to the prevention of bribery, money laundering, tax evasion, financial crimes and terrorist financing;
- (ii) it will comply with the Rules and with any orders, directions or practice notes from time to time issued or prescribed by HKSCC in respect of the services and facilities of HKSCC, whether of a temporary or permanent nature;
- (iii) it will notify HKSCC of any change in the details supplied to HKSCC at the time of admission and thereafter, including but not limited to anything relating to such Participant, its directors or employees which would render inaccurate, incomplete or superseded a statement or information previously furnished by such Participant to HKSCC in connection with either (a) such Participant's application for admission to be a Participant or (b) the status of such Participant under the Tax Information Exchange Framework, the documentation previously furnished by such Participant on such status or the meeting by HKSCC under clause (vii) of any obligations relating to the Tax Information Exchange Framework;
- (iv) it will notify HKSCC forthwith upon it becoming aware of the presentation of any petition for its bankruptcy or winding-up or of any winding-up or bankruptcy order made against it, the convening of any meeting to consider a resolution for its voluntary winding-up or the passing of such a resolution, the appointment or purported appointment of a receiver in respect of any of its property, any change in its financial conditions which may lead to its bankruptcy, winding-up or the appointment of a receiver in respect of its property, or any other change in its circumstances material to its participation in any System;
- (v) it will keep records in sufficient detail of its use of any of the services and facilities of HKSCC and upon HKSCC's request, make available for inspection by HKSCC all such records and in the case of Participants other than Investor Participants, allow HKSCC, during normal office hours, to enter its premises where such records are kept and inspect such records;

- (vi) it (which does not include an Investor Participant) will provide HKSCC with any information requested by an exchange, clearing house, regulatory authority or an organization (whether within or outside Hong Kong) with which HKEX, HKSCC or the Exchange has entered into an information sharing arrangement or agreement;
- (vii) it will provide HKSCC with sufficient information so as to enable HKSCC to determine whether any payments to be made by HKSCC under these Rules are withholdable payments pursuant to the Tax Information Exchange Framework and to enable HKSCC to meet any applicable obligations relating to the Tax Information Exchange Framework; and
- (viii) it (which does not include an Investor Participant) will provide to HKSCC:
 - (a) as soon as reasonably practicable subsequent to any reorganisation of its corporate group, an updated group organisation chart;
 - (b) on an annual basis, a list of each of its direct and indirect shareholders holding 10% or more of the share capital or voting rights of the Participant;
 - (c) as soon as reasonably practicable following a change (direct or indirect) of 10% or more in the share capital or voting rights of the Participant (including any change in the interest of an existing shareholder who holds an interest (direct or indirect) of 10% or more in the share capital or voting rights of the Participant and any new shareholder acquiring an interest (direct or indirect) of 10% or more in the share capital or voting rights of the Participant), the relevant information setting out such change; and
 - (d) within the time frame specified by HKSCC, such information as HKSCC may request from time to time including changes to its financial condition.

CHAPTER 19

INDEMNITY

1901. Scope of indemnity

Each Participant shall indemnify HKSCC, the Exchange, and a recognized exchange controller which is the controller of HKSCC and their respective agents, nominees, representatives, officers and employees and hold each of them harmless against all costs, fees, expenses, liabilities, taxes, assessments, losses, fines, penalties, and damages of any nature whatsoever (including the interest accrued to any such amount) suffered or incurred by any of them directly or indirectly as a result of or in connection with the following matters (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 losses etc.):

- (i) the participation in any System by the Participant and/or its activities in any System, the provision of services by HKSCC to the Participant in respect of Eligible Securities held or recorded in CCASS or by an Appointed Depositary (as the case may be), the provision of Synapse services by HKSCC to the Participant if the Participant is a Synapse User, the provision of FINI services by HKSCC to the Participant if the Participant is a FINI CP User and the provision of the FX Services by HKSCC as TSF operator to the Participant if the Participant is a TSF CCASS Participant and all matters relating thereto as contemplated in the Rules;
- (ii) the failure by the Participant to comply with the provisions of the Rules and the Participant Agreement (including, without limitation, the representations and warranties contained therein) or to comply with any directions or regulations of HKSCC;
- (iii) the actions or omissions by HKSCC or its agents, nominees, representatives, officers and employees in reliance on instructions or communications believed in good faith by any of them to have been given by or on behalf of the Participant (including, but not limited to, the giving of effect to such instructions or communications by any of them) or the failure of the Participant to give instructions to HKSCC as contemplated in the Rules;
- (iv) the acceptance by HKSCC of Eligible Securities deposited by the Participant (including Eligible Securities deposited by the Participant for credit into the CCMS Collateral Account and TSF Accounts, and Eligible Securities held by an Appointed Depositary) and the giving of effect to transactions relating thereto by HKSCC in accordance with the Rules; and the withdrawal of Eligible Securities by the Participant;
- (v) the registration of Eligible Securities in the name of HKSCC or its nominee or in the name of an Appointed Depositary or its nominee (as the case may be) and the withdrawal of such Eligible Securities by the Participant (including, without limitation, all assessments, calls, taxes and charges in respect thereof; losses, liabilities and expenses arising from claims by third parties; and the inability of any person entitled to exercise or enjoy any rights, entitlements and benefits accruing thereto on a timely basis);
- (vi) the failure by the Participant to make payment or to deliver Eligible Securities, or to perform such other duties or obligations contemplated in the Rules;
- (vii) the failure of any Designated Bank to perform in relation to money settlement services in CCASS and other matters involving payments as contemplated in the Rules or (where applicable) to perform its duties or obligations as contemplated in the FINI Terms and Conditions in respect of the Participant's Electronic Application Instructions for New Issue Shares;

- (viii) anything done, omitted or suffered by HKSCC under, arising out of or in connection with the CMU Software Sub-license Agreement, the CMU Membership Agreement including the CMU Rules and CMU Manual referred to therein (as referred to in Rule 703) or the CMU Service, insofar as the same arises out of or is connected with or related to Tender Instructions or Transfer Instructions given by the Participant;
- (viiiia) anything done, omitted or suffered by HKSCC, its agents, nominees, representatives, officers and employees under, arising out of, in connection with or otherwise related to Cross-Border Transfer Instructions given by the Participant;
- (ix) any proceeding or investigation brought by or on behalf of any government, regulatory body, self-regulatory organization, or any other regulatory authority exercising disciplinary functions to which the Participant is subject;
- (x) any action by HKSCC or its agents, nominees, representatives, officers and employees in respect of Eligible Securities held or recorded in CCASS or by an Appointed Depository, taken in good faith to comply with any law, decree, regulation or order of any government, competent authority or any court or tribunal;
- (xi) any actions or omissions by HKSCC or its agents, nominees, representatives, officers and employees in relation to SSA Statement Recipients (including but not limited to any acts or omissions in reliance on or pursuant to the authorization of the Participant under Section 3.4A of the Operational Procedures) and all matters relating thereto as contemplated in the Rules;
- (xii) any actions taken or any transactions entered into by HKSCC, as TSF operator, to adjust, amend, or reverse any TSF FX Transactions or Stock Release FX Transactions in respect of or for a Participant which is a TSF CCASS Participant, whether such adjustment, amendment or reversal arises from a Trade Amendment or otherwise;
- (xiii) any actions taken by HKSCC, as the operator of Synapse, to effect any instruction in respect of or for a Participant which is a Synapse User; and
- (xiv) any actions taken or any transactions entered into by HKSCC, as the operator of FINI, to effect any Electronic Application Instructions for New Issue Shares in respect of or for a Participant which is a FINI CP User.

CHAPTER 20

DISCIPLINARY ACTIONS

2001. Circumstances subject to disciplinary actions

Subject to Rule 2013, HKSCC may institute disciplinary proceedings against a Participant in respect of an act of misconduct committed or reasonably believed to have been committed by it. An act of misconduct includes :-

- (i) a breach of the Rules or the Participant Agreement (including, without limitation, in the case of a Clearing Participant, where the Clearing Participant fails to comply with its obligations to HKSCC or to other Clearing Participants (as the case may be) in relation to the due and punctual settlement under the CNS System or under the Isolated Trades System and matters relating thereto);
- (ii) a failure to comply with any conditions or requirements for its continued participation in any System as are from time to time imposed by HKSCC;
- (iii) a failure to comply with any decision, requirement, condition or direction of HKSCC having binding effect;
- (iv) a failure to co-operate with HKSCC in matters relating to any System or an Appointed Depository, whether or not relating to the Participant, which materially affects the interests of HKSCC or other Participants;
- (v) being subject to an adverse finding by any competent authority wherever situated including without limitation, any court of competent jurisdiction, the Commission or any committee or tribunal of the Commission, and/or the Exchange, any self-regulatory organization, recognized professional body, overseas regulatory body or other body exercising regulatory or disciplinary functions;
- (vi) errors, delays or other conduct detrimental to the operations of any System or an Appointed Depository or conduct which in HKSCC's opinion is detrimental to the interests or reputation of HKSCC or other Participants;
- (vii) provision to HKSCC of information (including information for the purpose of becoming a Participant) which is false, misleading or inaccurate in a material particular;
- (viii) being knowingly concerned in, or improper conduct which causes or contributes to, an act of misconduct falling within sub-paragraphs (i) to (vii) of this Section by another person;

- (ix) failure to pay a fine or comply with any other disciplinary action or penalty imposed by HKSCC within the specified time;
- (x) conduct which leads to any disciplinary action being taken against HKSCC or which leads to HKSCC being in breach of the rules of an Appointed Depositary;
- (xi) failure to provide information requested by an exchange, clearing house, regulatory authority or an organization (whether within or outside Hong Kong) with which HKEX, HKSCC or the Exchange has entered into an information sharing arrangement or agreement (this act of misconduct does not apply to an Investor Participant) or pursuant to Rule 1703(iii) or (vii);
- (xii) if the Participant is a Common Participant, a default in payment of any sum payable to any other Recognized Clearing House or an event of default committed by the Participant under the rules of such Recognized Clearing House;
- (xiii) if the Participant is a TSF CCASS Participant, a failure to comply with any TSF Participant Registration Criteria or any other conditions or requirements for its continued registration as a TSF CCASS Participant, or a failure to comply with any provisions of, or any of its obligations under, Chapter 12A of the Rules, Section 12A of the Operational Procedures and other related provisions in the Operational Procedures;
- (xiv) if the Participant is a China Connect Clearing Participant, a failure to comply with any China Connect Clearing Participant Registration Criteria or any other conditions or requirements for its continued registration as a China Connect Clearing Participant, or a failure to comply with any provisions of, or any of its obligations under, Chapter 41 of the Rules, Section 10A of the Operational Procedures and other related provisions in the Rules and Operational Procedures;
- (xv) if the Participant is a China Connect Clearing House, a failure to comply with any China Connect Clearing House qualification requirements or any other conditions or requirements for its continued registration as a China Connect Clearing House, or a failure to comply with any provisions of, or any of its obligations under Chapter 42 of the Rules and other related provisions in the Rules and Operational Procedures, including those applicable to a Clearing Agency Participant which is a China Connect Clearing House;
- (xvi) if the Participant is a Synapse User, a failure to comply with any conditions or requirements as set out in the Synapse Terms and Conditions and the Synapse User Guide; and
- (xvii) if the Participant is a FINI CP User, a failure to comply with any FINI PFR or any money settlement obligations with respect to its Electronic Application Instructions for New Issue Shares.

2003. Disciplinary actions

Without prejudice to any other right HKSCC may have, on each charge admitted by or proved against a Participant, the Disciplinary Committee may take no action or impose any one or more of the penalties set out below: -

- (i) expel the Participant from participation in any System;
- (ii) suspend the Participant from participation in any System;
- (iii) limit the Participant's activities or access to certain services and facilities provided by HKSCC (whether in respect of Eligible Securities held in CCASS or otherwise) on such terms and for such period as HKSCC shall consider to be appropriate;
- (iv) impose a fine on the Participant;
- (v) publicly censure the Participant (including its directors, partners, principals, officers, employees, trainees, agents and/or representatives);
- (vi) prohibit or otherwise limit the activities of the directors, partners, principals, officers, employees, trainees, agents and/or representatives of the Participant in relation to the operations of any System, services or facilities provided by HKSCC, if the Disciplinary Committee determines that such directors, partners, principals, officers, employees, trainees, agents and/or representatives have engaged in conduct detrimental to the operations of such System, services or facilities provided by HKSCC or to the reputation of HKSCC or other Participants;
- (vii) notify the matter to any competent authority to which a Participant is subject;
- (viii) privately censure the Participant including any of its directors, partners, principals, officers, employees, trainees, agents and/or representatives;
- (ix) suspend the Participant's right to use any or all of the services and/or facilities provided by HKSCC (whether in respect of Eligible Securities held in CCASS or otherwise) and/or any or all of the ancillary services to which the Participant has access; and/or
- (x) take such other disciplinary action as the Disciplinary Committee shall consider appropriate in the circumstances.

2008. Summary Disciplinary Action and Summary Suspension

- (i) Notwithstanding any other provisions of the Rules, HKSCC shall have the right to,

and may proceed summarily against any Participant for any breach of the Rules or any act of misconduct as set out in Rule 2001, or if HKSCC is of the opinion that it would be in the interest of HKSCC and/or any System and/or Participants so to do.

- (ii) Notwithstanding Rules 2004, 2005 and Rule 2006, HKSCC may when proceeding summarily against any Participant:-
 - (a) (1) suspend the Participant from participation in any System, or
 - (2) limit the Participant's activities or access to the services and facilities in any System, and/or
 - (b) summarily fine the Participant or impose on the Participant any other penalty, without prior notification to the Participant.
- (iii) HKSCC shall immediately notify the Participant in writing of any summary suspension and/or any limitation that has been imposed, the duration of the suspension and/or the limitation imposed, if any, and/or any summary penalty or fine (and the amount thereof) imposed, on the Participant.

CHAPTER 21

DUTIES AND LIABILITIES OF HKSCC

2102. Liability for anything not done in good faith

Except as otherwise expressly provided in the Rules, HKSCC, the Exchange, and a recognized exchange controller which is the controller of HKSCC shall not be liable to any Participant or to any other person in respect of anything done or omitted to be done by it in good faith in connection with the operations of any System, the provision of services and facilities available thereunder, and all other matters as contemplated in the Rules.

2103. Force majeure

HKSCC, the Exchange, and a recognized exchange controller which is the controller of HKSCC shall not be liable for any action taken or for any failure, hindrance or delay in the provision of services or for any failure to give effect to or delay in giving effect to any instructions from Participants with respect to any nominee, depository or other services of HKSCC (or in the case of Foreign Securities held by an Appointed Depository, with respect to any nominee, depository or other service provided by that Appointed Depository, or in the case of China Connect Securities, with respect to any China Connect Clearing Services) or for the suspension or cessation of the TSF or the failure to provide any FX Services or FX rates for the operation of the TSF or for the suspension or cessation of any Clearing Link or the performance in whole or in part of its obligations under the terms of the Rules or under

any Market Contract if such action, failure, hindrance or delay arises out of causes beyond its control.

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

2104. HKSCC not to be liable

In the absence of anything not done or not omitted to be done in good faith on the part of HKSCC, HKSCC, the Exchange, and a recognized exchange controller which is the controller of HKSCC shall have no liability for any losses, costs (including legal costs), charges, assessments and damages of any nature whatsoever suffered or incurred directly or indirectly as a result of or in connection with the following matters:-

- (i) a failure by a Participant to comply with the Rules;
- (ii) the taking by HKSCC of action authorised, permitted or contemplated in the Rules or in any of the arrangements under Rule 703;
- (iii) the insolvency of the Appointed Depositories, HKSCC's own banker, or any other sub-custodians, depositaries, entities or other clearing entities appointed or used by HKSCC in relation to Eligible Securities (provided that the selection by HKSCC of such persons shall not have been unreasonable);
- (iv) any delays, acts or omissions of any Designated Bank of, or of any operator of, any clearing house for an Eligible Currency or of any institution or person providing clearing and settlement services in any Eligible Currency or the insolvency of any of the foregoing;
- (v) the inability of HKSCC to perform as a result of the invalidity or, cancellation of any insurance or assurances effected by HKSCC or the insolvency of such insurers or assurers (provided that the selection of such insurance, assurances or insurers by HKSCC shall not have been unreasonable at the time of selection);
- (vi) the taking by HKSCC of any action or omission in accordance with the directions of any governmental or regulatory body, or an order made or directions given by a court in exercise of its proper jurisdiction, where it is required to do so by law;
- (vii) [Repealed]

- (viii) any acts or omissions of any Issuer, any agent of the Issuer or any other party involved in a New Issue, including any delay by any Issuer or its agents in notifying HKSCC of (a) the identity of Participants to whom New Issue Shares have been allocated and the number of New Issue Shares allocated to each of them or (b) the identity of Participants whose applications or tender have been unsuccessful in whole or in part and the amounts of the refunds due to each of them or any failure by any Issuer so to notify HKSCC or the insolvency of any Issuer, any agent of any Issuer or any such other party and/or any error, discrepancy, default, failure or delay by any Issuer or its agent in paying the New Issue Brokerage into the General Purpose Designated Bank Accounts of the Clearing Participants which are Exchange Participants or otherwise;
- (ix) any acts or omissions of the HKMA or the employees or agents of the HKMA including (a) termination or suspension of HKSCC's appointment as a Recognized Dealer or HKSCC's membership of the CMU Service, (b) closure, termination, suspension or freezing of HKSCC's CMU Account or any sub-account(s) under it, (c) cancellation, freezing or suspension of trading in any Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments credited to HKSCC's CMU Account, or tendered or applied for by HKSCC in response to Tender Instructions, (d) the conduct of any issue of Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments, including the tendering or application process and any suspension or cancellation of the issue or the tendering or application process or (e) suspension, failure, malfunction, overload, variation or termination of the CMU Service whether wholly or partially or in a particular case or in respect of one or more processes or transactions;
- (x) any acts or omissions of the owners and licensees of all hardware and software operated or used by the HKMA or HKSCC for the purposes of or in connection with the CMU (including the CMT Terminal and the hardware referred to in and the software which is the subject of the CMU Software Sub-licence Agreement between Hong Kong Interbank Clearing Limited and HKSCC) (or any acts or omissions of the employees or agents of those owners and licensees) or any loss or damage whatsoever or howsoever caused arising directly or indirectly out of or in connection with the use of the CMT Terminal and any such hardware or software or any failure of or error or inaccuracy in the operation of the CMU;
- (xi) any acts, omissions or delays of the issuer of Exchange Fund Notes, Government Bonds, any Specified Instruments or any CMU Instruments, or any arranger, promoter or co-ordinator of any such issue (or any other person involved in any such issue) or the employees or agents of any of the foregoing;
- (xii) any acts, omissions or delays of the manager or trustee of any Exchange Traded Fund or the arranger or promoter of any issue of Units (or any other person involved in their issue) or the employees or agents of any of the foregoing;
- (xiii) any acts, omissions or delays of any Appointed Depositary or its employees or agents;
- (xiv) any proceeding or investigation brought by or on behalf of any government, regulatory body, self-regulatory organization, or other regulatory authority exercising any disciplinary functions to which the Participant is subject;
- (xv) any acts, omissions, defaults or delays of the Issuer of any Eligible Securities, or any other party involved in any Eligible Securities or the employees or agents, representatives or intermediaries of any of the foregoing (including an Issuer's

- principal or branch share registrar), or the insolvency of any of the foregoing;
- (xvi) the operation of the CMU Service or the taking by HKSCC of any action or omission in accordance with the provisions in the CMU Membership Agreement including the CMU Rules and CMU Manual (as referred to in Rule 703) including compliance with any notice or requirement of the HKMA not to make or allow any transfer, dealing or disposition of CMU Instruments in CMU Account or compliance with directions given by the HKMA thereunder;
 - (xvii) any acts, omissions or delays of any entity, as referred to in Rule 823, with which an Overseas Account is maintained or with which HKSCC or its nominee has entered into relevant arrangements, or the insolvency of such entity;
 - (xviii) any acts, omissions or delays of any service provider or any other person through which SMS and/or E-mail is provided or its employees or agents;
 - (xix) any acts, omissions or delays of any Depository or its employees or agents;
 - (xx) in relation to the provision of FX Services, any acts, omissions, defaults, failure to perform obligations or delays of any TSF Partner Bank or any other person providing RMB to HKD and/or HKD to RMB conversion services and/or liquidity to HKSCC, as TSF operator, or the insolvency of any of the foregoing;
 - (xxi) the inability of HKSCC to settle any TSF FX Transactions or Stock Release FX Transactions due to any acts, omissions, defaults, failure to perform obligations or delays of any TSF Partner Bank or any other person providing RMB to HKD and/or HKD to RMB conversion services and/or liquidity to HKSCC, as TSF operator, or the insolvency of any of the foregoing;
 - (xxii) any failure, omissions, errors, delays, malfunction, suspension or cessation of operation of any system used by HKSCC or any third party system upon which HKSCC is reliant in the operation of the TSF, publication of FX rates or the provision of FX Services (including any system used by a TSF Partner Bank);
 - (xxiii) any suspension of the FX Services, any failure to provide or publish any FX rates or the cessation of operation of the TSF;
 - (xxiv) any defective, incorrect, incomplete or omission of information provided by the Issuer of any Eligible Securities or its employees or agents;
 - (xxv) any failure, omissions, errors, delays, malfunction, suspension or cessation of operation of SWIFT or any system upon which HKSCC is reliant for the provision of the CA ISO Message Service;
 - (xxvi) any acts, omissions or delays of any Synapse User or any failure by any Synapse User to comply with the Synapse Terms and Conditions or any requirements in the Synapse User Guide; and/or

(xxvi) any acts, omissions or delays of any user of FINI (including a FINI CP User) or any failure by any user of FINI (including a FINI CP User) to comply with the FINI Terms and Conditions or any requirements in the FINI User Guide.

Nothing in this Rule 2104 shall operate to limit or restrict the operation of Rule 2103.

CHAPTER 22

TERMINATION OF CCASS PARTICIPATION

CHAPTER 26

SUSPENSION OF SERVICES

2601. HKSCC may suspend services

If in the opinion of HKSCC the functioning of a System or the services and facilities that it provides in relation to the settlement and/or clearance of Foreign Securities held by an Appointed Depository is or is likely to be impaired by any event or circumstance, HKSCC may suspend the whole or any part of the operations of the System or the relevant services and facilities to Participants, for such duration as it sees fit.

HKSCC may also take such other action as it may deem necessary or appropriate in the interests of HKSCC and Participants.

2602. Notification of suspension

HKSCC shall notify Participants other than Investor Participants, the Exchange and the Commission as soon as practicable upon a decision to suspend any operation or service of any System or any other service or facility relating to the settlement and/or clearance of Foreign Securities held by an Appointed Depository and shall also provide information as to any other action it proposes to take.

HKSCC shall notify Investor Participants as soon as practicable via the CCASS Phone System and the CCASS Internet System of any decision to suspend any operation or service of CCASS.

Notification of suspension of any operation or service of FINI will be given to users of FINI in accordance with the FINI Terms and Conditions and the FINI User Guide.

CHAPTER 27

INSURANCE

2701. HKSCC shall maintain insurance

HKSCC shall maintain insurance of such type and to such extent as it in its absolute discretion considers appropriate in relation to the operations of any System and the services and facilities available thereunder to Participants.

CHAPTER 28

DISCLOSURE

2802. Disclosure to Issuers or Depositaries of Eligible Securities

HKSCC shall from time to time upon the written request of an issuer of Eligible Securities or a Depositary in the case of Depositary Receipts disclose to that issuer or Depositary details of Participants' holdings of that Eligible Security in CCASS or in any Appointed Depositary of the Eligible Securities concerned.

HKSCC may also disclose the details of names and addresses of recipients of copies of Corporate Communications from time to time to the Issuer of the relevant Eligible Securities or Depositary in the case of Depositary Receipts or to their registrars. Participants shall not release such details to HKSCC without first obtaining from the recipients written authorization authorizing such release of his/her details.

At the request of the HKMA or an Issuer of any Specified Instruments or an Issuer of any CMU Instruments, HKSCC may provide to the HKMA or any such Issuers or persons any information held in CCASS relating to Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments, as the case may be, including any information about Tender Instructions or Transfer Instructions given by, or made by, any Participant.

Upon receiving the written request of an Issuer informing HKSCC that New Issue Brokerage is to be passed on to the General Purpose Designated Bank Accounts of Clearing Participants which are Exchange Participants, HKSCC may disclose, in such manner as HKSCC may from time to time determine, information relating to the General Purpose Designated Bank Accounts of the relevant Clearing Participants to the Issuer and/or its agent to facilitate the payment of the New Issue Brokerage. Such written request shall be in such form and include such provisions as HKSCC may from time to time require, and be received by HKSCC in advance before the date of the Prospectus in respect of the relevant New Issue. HKSCC is deemed to have been authorised by the Clearing Participants which are Exchange Participants to disclose such information to the Issuer and/or its agent.

HKSCC may but is not obliged to release the information authorized to be disclosed under this Rule 2802 to an Issuer via the internet in accordance with the terms of any agreement as has been entered into between HKSCC and the Issuer.

2803. Disclosure to others

HKSCC may also disclose information at any time to the Exchange, any recognized exchange controller, any company of which the recognized exchange controller which is the controller of HKSCC is the controller, the Commission, any self-regulatory organization, overseas regulatory body, other body exercising regulatory and disciplinary functions, a competent authority to which a Participant other than an Investor Participant is subject, the Appointed Depositaries and to other parties in relation to the entering into of contractual arrangements (including, but not limited to, insurance) in relation to the operations of any System or to the services and facilities provided by HKSCC to Participants and issuers of Eligible Securities. HKSCC may disclose information in relation to the operations of any System or to the services and facilities provided by HKSCC to Participants and issuers of Eligible Securities including information relating to Participants and/or their activities in any System to other clearing houses, central depositories, and exchanges in Hong Kong or elsewhere, if HKSCC considers such disclosure to be in the general interest of HKSCC or Participants.

CCASS OPERATIONAL PROCEDURES

Definitions

(a) For the convenience of readers, the definitions contained in the Rules are repeated below.

“Authorised User”

means, in relation to a Corporate Investor Participant or a Participant other than an Investor Participant, a person approved by that Participant in the manner prescribed by HKSCC as being authorised to access CCASS on behalf of that Participant via its CCASS Terminal or its Participant Gateway or the CCASS Phone System or the CCASS Internet System, as referred to in Rule 704 and Sections 3.4 and 3.10;

“Customer Service Centre”

means the location specified by HKSCC from time to time at which Investor Participants may give instructions (in such form as HKSCC may require) in connection with the HKSCC services available to them to HKSCC;

“DB Nominee Account”

means in relation to any Participant, any (or, as the context may require, each) bank account denominated in an Eligible Currency maintained by that Participant’s Designated Bank in accordance with the requirements in the FINI Terms and Conditions and the FINI User Guide and approved by HKSCC for FINI money settlement purposes in respect of that Participant’s Electronic Application Instructions for New Issue Shares;

“Designated Bank Account”

means, in relation to any Participant, any (or, as the context may require, each) bank account denominated in an Eligible Currency maintained by that Participant with its Designated Bank and approved by HKSCC for money settlement purposes;

“Electronic Application Instructions for New Issue Shares”

means instructions by a Participant via FINI for an application to be made on its behalf for New Issue Shares and for the payment of application moneys, as referred to in Rule 1101(vi);

“Electronic Payment Instruction” or “EPI”

means a payment instruction generated by HKSCC and forwarded for processing to the Designated Bank of a Participant via the Clearing House of HKAB, to effect (i) money settlement between two Participants in relation to Isolated Trades or SI or ISI Transactions in CCASS on a DVP basis; (ii) payment of money by Clearing Participants or Custodian Participants to their SSA Statement Recipients in respect of STI Transfers

on a DVP basis; (iii) payment of fees and expenses by Participants other than Investor Participants to HKSCC for CCASS services; or (iv) redelivery to China Connect Clearing Participants of Collateral provided to HKSCC for the early release of China Connect Securities that are Securities-on-hold;

“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 Issues;

“FINI CP User”

means a Participant which is accepted by HKSCC to use FINI in its capacity as an “HKSCC Participant”;

“FINI PFR”

means the pre-funding requirement to be satisfied by a Participant in respect of its Electronic Application Instructions for New Issue Shares, as referred to in Section 8.18A.4;

“FINI Terms and Conditions”

means the terms and conditions governing the use of FINI, as from time to time prescribed by HKSCC;

“FINI User Guide”

means the "FINI User Guide" of HKSCC in relation to FINI, containing information on the use of FINI by FINI users, as from time to time in force;

“Operational Procedures”

means the Operational Procedures of HKSCC, containing the practices, procedures and administrative or other requirements relating to HKSCC’s services and the operations and functions of the Systems, as from time to time in force;

“Prospectus”

means any prospectus, notice, circular or other document offering or calculated to invite offers by the public to subscribe for or purchase securities (including shares, warrants, Depositary Receipts, Debt Securities and Units), as supplemented or amended, and includes, unless inconsistent with the context, its associated application form or forms;

“Rules”

means the General Rules of HKSCC as set out herein and as may be amended or modified from time to time and where the context so permits, shall include the Operational Procedures;

“System”

means CCASS, FINI or any other platform, facility or system established, operated and/or otherwise provided by or through HKSCC;

- (b) When used in the Operational Procedures, the following expressions shall have the following meanings unless the context otherwise requires:

“Broker-to-Client Assigned Number” or “BCAN”

has the code, number or identifier that is assigned to uniquely and consistently identify a client as required under Rule 538A of the Exchange Rules;

“Client Identification Data” or “CID”

has the same meaning as defined in the Exchange Rules;

“EIPO”

means the arrangement in these Operational Procedures for instructions to be given electronically to HKSCC by Participants via FINI for applications to be made on their behalf for New Issue Shares and for the payment of application moneys, and for those instructions to be acted upon;

“FINI CHATS Payment Instruction” or “FINI CPI”

means a CHATS Payment Instruction generated by FINI and transmitted electronically (i) to a Designated Bank requesting that Designated Bank to effect a FINI-related CHATS payment for a paying Participant or (ii) to a bank designated by HKSCC requesting that bank to effect a FINI-related CHATS payment for HKSCC in accordance with the Rules;

“FINI Report”

means the report to be generated by FINI in relation to FINI-related activities, including but not limited to EIPO subscriptions, money settlement and FINI CPI, as from time to time prescribed in the FINI User Guide;

Section 1

Introduction

1.3 MAIN CCASS SERVICES

The main services of CCASS are:

- (i) depository and custodian services, whereby Participants can maintain Eligible Securities in CCASS (for safe-keeping or settlement purposes) and can make deposits into or withdrawals out of CCASS, as reflected in Stock Accounts allocated to them by HKSCC;
- (ii) nominee and similar services in relation to Eligible Securities in CCASS, such as the distribution of dividends, interest and redemption proceeds, forwarding shareholders' circulars, appointment of proxies for voting, etc.;
- (iii) clearing and settlement services in relation to all Exchange Trades based on trade details received from the Exchange, either under the CNS System, whereby HKSCC becomes the settlement counterparty, or under the Isolated Trades System;
- (iiia) clearing and settlement services in relation to all Clearing Agency Transactions based on trade details received from the relevant Clearing Agency Participant, either under the CNS System, whereby HKSCC becomes the settlement counterparty, or under the Isolated Trades System;
- (iiib) China Connect Clearing Services, including clearing and settlement services in relation to all China Connect Securities Trades under the CNS System based on trade details received from the relevant SEHK Subsidiary and the relevant China Connect Clearing House, whereby HKSCC becomes the settlement counterparty to the relevant China Connect Clearing Participants, and nominee and depository services in relation to China Connect Securities held by Participants;
- (iv) nominee, clearing and settlement services in relation to issues of securities (other than New Issues, the services in relation to which are provided by HKSCC through FINI), such as receipt of and compliance with application instructions from Participants and the payment and receipt of refunds in respect of application moneys;
- (v) additional services in relation to the issue and redemption of Units, such as receipt of and compliance with instructions to pay or receive cash or to transfer securities on such issue and redemption and to repay cash and re-transfer securities on cancellation or rejection of such instructions;
- (vi) nominee, clearing and settlement services in relation to issues of Exchange Fund Notes, Government Bonds, Specified Instruments and CMU Instruments, such as receipt of and compliance with instructions from Participants to tender for Exchange Fund Notes or Specified Instruments or to apply for Government Bonds or CMU Instruments, and to pay moneys and receive refunds in respect of the tender or application (as the case may be);

- (vii) clearing and settlement services in relation to instructions to transfer Exchange Fund Notes, Government Bonds, Specified Instruments and CMU Instruments between Participants and (in the case of Exchange Fund Notes, Government Bonds and Specified Instruments) Recognized Dealers or (in the case of CMU Instruments) CMU Members;
- (viii) clearing and settlement services in relation to non-Exchange Trades between Participants (the details of such transactions being recorded in CCASS by the input of (a) in the case of Participants other than Investor Participants, Settlement Instructions by the two Participants involved in each such non-Exchange Trade or (b) an Investor Settlement Instruction by a Participant and, if required, affirmation by the relevant Investor Participant or being reported to HKSCC in such other manner as agreed between HKSCC and Participants);
- (ix) money settlement services, in relation to nominee services involving payments (e.g. distribution of dividend payments), or settlement services to be made against payment, whereby HKSCC will, based on details already recorded in CCASS, generate electronic payment instructions to the Designated Banks of Participants or for certain Hong Kong dollar money obligations, the Clearing House of HKAB, as the case may be, for processing;
- (x) the provision of comprehensive statement and/or reporting services to assist and enhance the use of CCASS by Participants in order to enable Participants to obtain the maximum benefit from CCASS; and
- (xi) the provision of risk monitoring and risk management services in relation to CNS stock positions via RMS.

The operation of the CNS System by HKSCC in effect involves HKSCC providing a "guarantee of settlement" for the Exchange Trades, China Connect Securities Trades and Clearing Agency Transactions settled under the CNS System, in favour of Participants which are parties to the Market Contracts.

1.4 ADDITIONAL SERVICES

HKSCC provides nominee, clearing and settlement services in relation to Electronic Application Instructions for New Issue Shares through FINI.

HKSCC also provides settlement and clearing services in relation to Foreign Securities. Those settlement and clearing services may not be provided through CCASS.

HKSCC, as TSF operator, may also provide FX Services to TSF CCASS

Participants for the purpose of facilitating the settlement of (i) TSF FX Transactions arising from TSF Exchange Trades; and (ii) Stock Release FX Transactions arising from Stock Release Requests.

Section 2

Participants

2.4 MONEY LEDGER

2.4.3 Money not held by HKSCC

Unlike Eligible Securities, a Participant's money is in most cases not actually deposited with or held by HKSCC. Such money is in fact usually held in the Designated Bank(s) of the Participant.

The Money Ledger of a Participant is merely a statement of the outstanding money positions in an Eligible Currency between that Participant and HKSCC, to be settled between them.

Money obligations between a Participant and HKSCC in an Eligible Currency which are recorded in the sub-accounts of its Money Ledger will be settled on a daily basis at day end by HKSCC issuing "Direct Debit Instructions" or "DDIs" or "Direct Credit Instructions" or "DCIs" to the Designated Bank of the Participant, except that (i) money obligations of CNS stock positions in China Connect Securities will be settled on a daily basis by HKSCC issuing "CHATS Payment Instructions" or "CPIs" to the Designated Bank of the Participant or a bank designated by HKSCC on T-day or T+1, as the case may be, in accordance with Section 10A.4.5; (ii) Intra-day Payments during a Business Day or a Settlement Day will be effected on the same day by way of "Intra-day Payment Instructions" or "IPIs" issued to the Designated Bank of the Participant and the Clearing House of HKAB, where applicable, for certain money obligations in Hong Kong dollars at around 2:30 p.m. or such other time as may be specified by HKSCC; (iii) the Billing Account for Participants other than Investor Participants will be settled in Hong Kong dollars by EPIs on a weekly basis and the Billing Accounts for Investor Participants will be settled in Hong Kong dollars by DDIs on a monthly basis; and (iv) dividend collection fees and interest collection fees will be collected by HKSCC in the Eligible Currencies in which the relevant securities are denominated and deducted by HKSCC at source before payment. Please refer further to Section 14.

Money obligations as between Participants arising out of the settlement of transactions in CCASS on a trade for trade basis or as a result of Electronic Application Instructions for New Issue Shares are not recorded in the Money Ledgers

of Participants. Details of such money obligations are set out in the statements, the Settlement Reports or the relevant FINI Report (as the case may be) of Participants, which are available on a daily or activity driven basis. HKSCC will also facilitate settlement of such money obligations. Please refer further Sections 11.5, 12.1.7 and 12.3.7.

2.5 AUTHORISED SIGNATORIES

2.5.4 A Joint Individual Investor Participant is deemed to have authorised HKSCC to accept instructions (a) from any one individual member in relation to deposits, withdrawals, affirm ISIs, Tender Instructions, Transfer Instructions, instructions relating to nominee activities and enquiries on the Stock Account and (b) from all individual members in relation to changes to its Designated Bank Account, changes to any details of the Joint Individuals Investor Participant previously provided and termination of its participation in CCASS.

Section 3

CCASS Terminals/CCASS Phone System/CCASS Internet System/ Participant Gateways/RMS

3.5 ACCESS CONTROL OF CCASS TERMINALS AND PARTICIPANT GATEWAYS

3.5.4 Input Transaction Limit of an Authorised User

The extent to which a particular Authorised User of a Participant can input via a CCASS Terminal certain instructions (other than Tender Instructions) into CCASS will be determined by the Input Transaction Limit (if any) specified by the Participant for that Authorised User.

Instructions which can be made subject to Input Transaction Limits are :

- (i) Account Transfer Instructions or ATIs;
- (ii) Settlement Instructions or SIs;
- (iii) Delivery Instructions or DIs;
- (iv) instructions relating to "Change DI Requirement" function (see Section 13.2.3);
- (v) Investor Settlement Instructions or ISIs;
- (vi) Input Recall Request;

(vii) Change Cash Compensation Indicator; and

(viii) Cash Prepayment Instructions.

Save in the case of SIs, ISIs and Cash Prepayment Instructions, instructions input into CCASS by an Authorised User of a Participant via a CCASS Terminal which exceed his Input Transaction Limit will not be entertained by HKSCC. If an SI, ISI or Cash Prepayment Instruction input into CCASS by an Authorised User of a Participant via a CCASS Terminal exceeds his Input Transaction Limit, the respective instruction will remain pending the authorisation of another Authorised User of the Participant with the necessary Input Transaction Limit. In general, the value of the Eligible Securities which are subject to instructions input into CCASS via a CCASS Terminal by an Authorised User will be compared with any Input Transaction Limit applicable to him. For further details, please see the CCASS Terminal User Guide.

A Participant may alter the Input Transaction Limits of its Authorised Users at any time through its Delegated Administrator via a CCASS Terminal.

3.10 CCASS PHONE SYSTEM AND CCASS INTERNET SYSTEM

3.10.1 CCASS Phone System and CCASS Internet System available for Investor Participants and SSA Statement Recipients

Once a stock account is opened, an Investor Participant can operate its Stock Account, give instructions on corporate activities, give Tender Instructions, input ISIs, affirm ISIs, enquire stock balance and input activities via the CCASS Phone System by using a touch-tone phone or at the Customer Service Centre. In addition, an Investor Participant using services available via the CCASS Internet System can give on-line instructions on corporate activities, give Tender Instructions, input ISIs, affirm ISIs, enquire stock balance and input activities, receive notices and statements. Transfer Instructions must be submitted by the Investor Participant to the Customer Service Centre using the Transfer Instruction Form.

Once a SSA with Statement Service is opened by a Clearing Participant or a Custodian Participant and SSA Statement Recipient in respect of the SSA with Statement Service is named and/or maintained by that Participant, the SSA Statement Recipient can enquire stock balance and stock movement activities in respect of the SSA with Statement Service via the CCASS Phone System by using a touch-tone phone. In addition, such SSA Statement Recipient using services available via the CCASS Internet System can enquire stock balance and stock movement activities in respect of the SSA with Statement Service, and receive advices, statements and reports relating to that SSA with Statement Service.

Where the Clearing Participant or Custodian Participant naming and/or maintaining a SSA Statement Recipient has indicated to HKSCC through the account maintenance function that the SSA Statement Recipient is authorised by the Participant to affirm STI in respect of the SSA with Statement Service and/or to give instruction in relation to actions affecting Eligible Securities in the SSA with Statement Service that are to be voted upon for the account of the Participant, the SSA Statement Recipient may affirm STI and/or give voting instructions in respect of the SSA with Statement Service for the account of the Participant via the CCASS Phone System by using a touch-tone phone and via the CCASS Internet System.

Section 6

Operational and Service Schedule

6.2.1 Daily Processing and Service Schedule in relation to Eligible Securities Other than China Connect Securities

For the purpose of this Section 6.2.1, references to “Eligible Securities” shall mean Eligible Securities other than China Connect Securities.

Time	CCASS (including RMS) events
7:00 a.m.	Revaluation of General Collateral Inventory Commencement of RMS for retrieval of reports and data files
7:15 a.m.	Commencement of the following services and functions through CCASS Terminal and Participant Gateway where applicable: (i) clearing services (SI and ATI/STI upload functions); and (ii) clearing and settlement services enquiry functions, Enquire Broadcast Message function and report retrieval functions.

All previous day's reports are available for retrieval

8:00 a.m.

Commencement of the following services and functions through CCASS Terminal and Participant Gateway where applicable:

- (i) clearing services (SI/ISI maintenance and ISI upload functions);
- (ii) ATI/STI and Mass ATI/STI maintenance functions;
- (iii) SSA maintenance and upload functions;
- (iv) Cash Prepayment Instruction, Cash Prepayment / TSF Payment Standing Instruction, Intra-day Payment Standing Instruction and Nominee Payment (Evening) Standing Instruction maintenance functions;
- (v) subscription, election, voting instructions, Tender Instructions (except where such day is the tender or application start date) and Corporate Representative / Proxy instructions maintenance functions; and
- (vi) CA ISO Message Service maintenance functions.

9:00 a.m.

Commencement of the following services and functions through CCASS Terminal and Participant Gateway where applicable:

- (i) [Repealed]
- (ii) Tender Instructions (if such day is the tender or application start date) maintenance function; and
- (iii) Collateral Security maintenance and upload functions.

First batch of scrip entitlement distribution

Commencement of book-entry deposit / withdrawal orders maintenance functions

9:15 a.m.

Commencement of Unit Creation / Redemption Orders maintenance functions

First SI matching

	First STI Batch-run
9:30 a.m.	Commencement of the following services and functions, through CCASS Terminal and Participant Gateway where applicable: (i) settlement services (DI input, input of recall and return request, if appropriate); (ii) Stock Release Request maintenance functions for TSF CCASS Participants; (iii) depository services (deposits and withdrawals of Eligible Securities by Participants); (iv) submission of Transfer Instructions; and (v) CCMS services.
9:45 a.m.	Second batch of scrip entitlement distribution
10:00 a.m.	Second SI matching Second STI Batch-run First Collateral Security Batch-run Commencement of online services through RMS
10:15 a.m.	First TSF Share De-earmarking Process
10:30 a.m.	First Batch-settlement-run
11:00 a.m.	Revaluation of General Collateral Inventory and collateralization of intra-day Marks, and (if HKSCC collects intra-day Margin on such date which is a Trading day with no Afternoon Session) intra-day Margin Deadline for inputting subscription instructions which involve the collection of subscription monies by CPIs: or where the deadline for subscription imposed by the relevant Issuer falls on such day
11:30 a.m.	Third SI matching

	Third batch of scrip entitlement distribution
11:45 a.m.	Second TSF Share De-earmarking Process
12:00 noon	Deadline for inputting election instructions where the deadline for election imposed by the relevant Issuer falls on such day
	Deadline for submitting Transfer Instructions to be effected on the same day on a delivery versus payment basis in CMU to HKSCC
	Second Batch-settlement-run
12:45 p.m.	Third STI Batch-run
	Second Collateral Security Batch-run
1:00 p.m. (after)	First batch of Corporate Announcement Master Data File and Corporate Announcement Maintenance Activities Report available
1:15 p.m.	Deadline for inputting Intra-day Payment Standing Instructions in order to have such instructions effected on the same day
1:30 p.m.	Fourth SI matching
	Fourth batch of scrip entitlement distribution
1:45 p.m.	Third TSF Share De-earmarking Process
2:00 p.m.	Third Batch-settlement-run
	Deadline for submitting Transfer Instructions to be effected on the same day on a free of payment basis in CMU to HKSCC
	Deadline for inputting Cash Prepayment Instructions with “CHATS” selected as the payment method
	Deadline for submitting Tender Instructions to HKSCC in respect of an issue of Government Bonds or CMU Instruments whose application lists close on such day

	Collateralization of intra-day Margin (if HKSCC collects intra-day Margin on such date which is a normal Trading day)
2:00 p.m. (after)	Final Clearing Statement or FCS in respect of Exchange Trades effected on or reported to the Exchange and Clearing Agency Transactions concluded on previous day, available to Clearing Participants and Clearing Agency Participants
2:30 p.m.	Fifth SI matching
	Deadline for inputting Cash Prepayment Instructions with “OTHERS” selected as the payment method
2:30 p.m. (around)	Generation of Intra-day Payment Instructions by HKSCC
3:00 p.m.	Close of book-entry deposit / withdrawal orders maintenance functions
3:15 p.m.	Sixth SI matching
	Fifth batch of scrip entitlement distribution
3:30 p.m.	Fourth STI Batch-run
	Fourth TSF Share De-earmarking Process
	Deadline for inputting Nominee Payment (Evening) Standing Instruction in order to have the evening distribution of nominee payment to start on the same day, subject to acceptance of the Nominee Payment (Evening) Standing Instruction by HKSCC
3:30 p.m. (after)	Second batch of Corporate Announcement Master Data File and Corporate Announcement Maintenance Activities Report available
3:45 p.m.	Close of clearing, settlement and depository services (except for enquiry, report retrieval and collection of securities)
	Close of subscription instruction maintenance functions
	Close of CCMS stock transfer maintenance service

Deadline for the input of Tender Instructions to HKSCC in respect of the issue of Exchange Fund Notes or Specified Instruments, the deadline being two Business Days before the tender date (as specified in the tender notice)

Seventh SI matching

Final Batch-settlement-run

- | | |
|--------------------|--|
| 4:00 p.m. | Close of Stock Release Request maintenance functions for TSF CCASS Participants |
| 4:00 p.m. (after) | Subscription instruction maintenance functions re-open (HKSCC will announce by broadcast message when subscription instruction maintenance functions re-open) |
| | Second session of ATI input service commences (HKSCC will announce by broadcast message when the second session of ATI input service is available to Participants) and CCMS stock transfer maintenance services commence |
| 4:05 p.m. (around) | Generation of DDIs, DCIs and EPIs by HKSCC for same day settlement |
| 4:15 p.m. | Deadline for inputting voting instructions and Corporate Representative/Proxy instructions where the deadline prescribed by HKSCC for inputting such instructions falls on such day |
| | Sixth batch of scrip entitlement distribution |
| | First TSF Share Earmarking Process |
| | Fifth TSF Share De-earmarking Process |
| 4:25 p.m. | Close of Unit Creation/ Redemption Orders maintenance functions |
| 5:00 p.m. | Eighth SI matching |
| 5:00 p.m. (after) | Commencement of the second session of clearing services (SI/ISI maintenance and upload) (HKSCC will announce by broadcast message when second session of clearing services is available to Participants) |

	First batch of PCS in respect of Exchange Trades effected on or reported to the Exchange current day available to Clearing Participants and Clearing Agency Participants
	Fifth STI Batch-run (for STI Transfers to be effected on FOP basis only)
	Third Collateral Security Batch-run
5:15 p.m.	Seventh batch of scrip entitlement distribution
6:00 p.m.	Close of Collateral Security maintenance and upload functions
	Final SI matching
	Eighth batch of scrip entitlement distribution
	Fourth Collateral Security Batch-run
6:00 p.m. (after)	Settled Position Report and third batch of Corporate Announcement Master Data File and Corporate Announcement Maintenance Activities Report available
7:00 p.m.	Close of SI/ISI maintenance and ISI upload, Cash Prepayment / TSF Payment Standing Instruction maintenance, Intra-day Payment Standing Instruction maintenance, Nominee Payment (Evening) Standing Instruction maintenance, CCMS cash transfer and stock collateral maintenance services and Tender Instructions, subscription, election, voting, Corporate Representative/Proxy instructions maintenance functions and CA ISO Message Service maintenance functions
	Deadline for inputting subscription instructions where the deadline for subscription imposed by the relevant Issuer falls on the next Business Day at or before 12:00 noon
	Ninth batch of scrip entitlement distribution
7:15 p.m. (after)	Revaluation of General Collateral Inventory and collateralization of day-end Marks, and day-end Margin
7:30 p.m.	Close of ATI/STI maintenance and SI upload functions

	Online services through RMS close
7:45 p.m.	Close of Mass ATI/STI maintenance function
8:00 p.m.	Final batch of scrip entitlement distribution
	Close of all enquiries, except for CCMS enquiry and Enquire Broadcast Message functions
	Close of ATI/STI upload functions
8:00 p.m. (after)	Second batch of PCS in respect of Exchange Trades effected on or reported to the Exchange and Clearing Agency Transactions concluded on current day available to Clearing Participants and Clearing Agency Participants
	Final STI Batch-run (for STI Transfers to be effected on FOP basis only)
8:30 p.m.	Second TSF Share Earmarking Process
	CCMS enquiry functions close
8:30 p.m. (around)	Generation of DDIs, DCIs and EPIs by HKSCC for settlement on the next Business Day
9:30 p.m.	Report retrieval and Enquire Broadcast Message functions through CCASS Terminal and Participant Gateway close
12:00 a.m.	Report retrieval through RMS close

Notes :

- (i) Deposit and withdrawal services for Eligible Securities subject to book-close dates will be closed at 12:00 noon and 2:00 p.m. respectively on the last Business Day before the relevant book-close dates (where no book-close date is announced, HKSCC shall by broadcast message announce the cut-off time for deposit and withdrawal services with respect to the relevant Eligible Securities). Deposit and withdrawal services for eligible Debt Securities subject to CCASS Record Dates will be closed at 12:00 noon and 2:00 p.m. respectively on the relevant CCASS Record Date.
- (ii) Report retrieval functions through CCASS Terminal and Participant Gateway are available on Saturdays (except public holidays).

- (iii) The schedule set out above is indicative only.
- (iv) On each Settlement Day, the final Batch-settlement-run will include the following processes:-
- final Batch-settlement-run - Part 1
 - CSB run
 - 1st Auto-return run - for recalled CSB loans
 - final Batch-settlement-run - Part 2
 - 2nd Auto-return run - for all other CSB loans
 - settlement of TSF Final FX Position by the Evening FX Settlement Time

The final Batch-settlement-run - Part 1 will determine all unsettled due/overdue CNS long positions. The CSB run will determine the aggregate of the total quantity of unsettled due/overdue CNS long positions and the total quantity of Eligible Securities in respect of which notices of recall have been served (rounded up to a multiple of board lot) for each Eligible Security and will automatically generate compulsory borrowing request(s) for each Eligible Security for matching with Eligible Securities credited to Stock Lending Accounts in accordance with Section 10.7.

The borrowed securities will be credited to HKSCC's Stock Account and will be used in the following order:

- (a) to settle outstanding Compulsory Stock Borrowing Transactions in respect of which a notice of recall has been served by the Lenders via the 1st Auto-return run;
- (b) to settle the unsettled CNS long positions via the final Batch-settlement-run - Part 2; and
- (c) to settle outstanding Compulsory Stock Borrowing Transactions in respect of which no notice of recall has been served by the Lender, but in respect of which HKSCC has elected to exercise its right of termination under the Compulsory Stock Borrowing and Lending Regulations via the 2nd Auto-return run.

The settlement of TSF Final FX Position by the Evening FX Settlement Time will follow the procedures set forth in Section 12A.4.4.

- (v) Tender Instructions maintenance functions and enquiry and report retrieval functions are available on Saturdays from 8:00 a.m. to 1:00 p.m.

- (vi) First session of CCASS-To-CCMS stock transfer maintenance and CCMS-To-CCASS stock transfer maintenance closes at 3:45 p.m. and the second session commences at approximately 4:00 p.m. and closes at 7:00 p.m.
- (vii) Three batches of scrip entitlement distribution take place on Saturdays (except public holidays) at 9:45 a.m., 11:30 a.m. and 1:00 p.m. respectively.

Section 7

Depository and Related Services

7.14 UNCERTIFICATED ELIGIBLE SECURITIES

7.14.2 Custodian Services in relation to China Connect Securities

China Connect Securities are uncertificated securities. Physical deposit of China Connect Securities with and physical withdrawal of China Connect Securities from CCASS or the relevant China Connect Clearing House is not available. Accordingly, Rules relating to the physical deposit and withdrawal of securities are not applicable to China Connect Securities.

China Connect Securities are held by HKSCC for the account of Participants in an omnibus account maintained by HKSCC with the relevant China Connect Clearing House under a Clearing Link (including a central securities depository link) and are recorded in computerized form in CCASS. China Connect Securities may be credited to and debited from a Participant's Stock Account as a result of (a) the clearing and settlement of China Connect Securities Trades, and (b) the provision of any other China Connect Services by HKSCC to the Participant. HKSCC shall not be obliged to open or maintain any sub-account with the relevant China Connect Clearing House for a Participant or any other person in respect of China Connect Securities. However, HKSCC has in place daily reconciliation procedures with the relevant China Connect Clearing House and within CCASS to ensure that the credits and debits of China Connect Securities to and from each Participant's Stock Accounts are accurate.

The China Connect Securities that are credited by the relevant China Connect Clearing House to the omnibus account maintained by HKSCC with such China Connect Clearing House, and the China Connect Securities that are credited by HKSCC to the Stock Account of each Participant within CCASS, shall be held by HKSCC as nominee holder only. HKSCC has no proprietary interest in and is not the beneficial owner of any China Connect Securities held or recorded in such accounts. All proprietary interests in respect of China Connect Securities belong to the Participants or their clients (as the case may be).

As permitted in the Rules, Participants may hold their China Connect Securities in one or more Stock Segregated Accounts within CCASS. In addition, Custodian Participants and General Clearing Participants which are not Exchange Participants may hold their China Connect Securities in Special Segregated Accounts within CCASS.

HKSCC provides services to Participants as set out in Chapters 8, 11 and 41 of the Rules and the related Operational Procedures to enable them and their clients (as appropriate) to exercise their rights as owners of proprietary interests in China Connect Securities, including the right to receive dividends and other distributions and the power to exercise voting rights. Unless specifically provided for in the Rules, HKSCC will not exercise any right arising from or in relation to any China Connect Securities without the instruction of the Participants.

Section 8

Nominee Services

8.2 GENERAL PRINCIPLES

8.2.1 Scope and procedures

The scope of and the manner in which nominee and similar services in respect of (a) Eligible Securities deposited into or otherwise held or recorded in CCASS, (b) Electronic Applications for New Issue Shares and other electronic applications for securities and (c) Tender Instructions that will be provided by HKSCC to Participants will be as determined by HKSCC from time to time.

HKSCC intends to monitor all corporate actions or activities affecting Eligible Securities and to keep Participants informed of all such actions and activities which require Participants to take steps in order to participate in them.

Generally, the types of corporate actions or activities in respect of which nominee services are provided by HKSCC, as well as the procedures adopted by HKSCC in relation thereto, are set out in Section 8.4 to Section 8.20C. The procedures for giving Electronic Application Instructions for New Issue Shares and Tender Instructions are set out in Sections 8.18A and 8.19 respectively. If there is any change to such procedures, or if any of the foregoing services will not be provided, HKSCC will inform Participants other than Investor Participants via CCASS Terminals, Participant Gateways and/or by way of circulars and in the case of Investor Participants, by the CCASS Phone System, by the CCASS Internet System, by way of circulars and/or in the activity statement.

In respect of (a) corporate actions or activities affecting Eligible Securities and (b)

matters relating to Electronic Application Instructions for New Issue Shares and other electronic applications for or in connection with securities and Tender Instructions which are not dealt with in Section 8.4 to Section 8.20C, HKSCC will usually inform Participants other than Investor Participants via CCASS Terminals, Participant Gateways, SWIFT (for subscribers of the CA ISO Message Service only) and/or by way of circulars and in the case of Investor Participants, by the CCASS Phone System, by the CCASS Internet System, by way of circulars and/or in the activity statement as to whether or not nominee services will be provided and, if so, the procedures to be adopted.

Although HKSCC intends to provide fairly comprehensive nominee services to Participants in relation to corporate actions or other matters affecting Eligible Securities to the extent commercially reasonable and practicable, nothing in this Section 8 should be regarded as creating in any way an obligation on the part of HKSCC to provide nominee or other services to Participants except as provided in the Rules.

If Eligible Securities credited to a Participant's Stock Account under an ISI Transaction are on hold, HKSCC may limit the scope and extent of nominee services to be provided with respect to them.

In the case of Foreign Securities, a Participant's entitlement to receive nominee services will be determined by reference to the rules and procedures of the Appointed Depository with which the Foreign Securities are held and by reference to the appropriate holding of the Foreign Securities by HKSCC on behalf of the Participant in HKSCC's stock account maintained with that Appointed Depository as at the book-close or record date as determined by that Appointed Depository.

In the case of China Connect Securities, a Participant's entitlement to receive nominee services will be determined by reference to the rules and procedures of the China Connect Clearing House with which the China Connect Securities are held or the rules and procedures of the China Connect Market on which the China Connect Securities are listed and by reference to the appropriate holding of China Connect Securities by HKSCC on behalf of the Participant in HKSCC's stock account maintained with the China Connect Clearing House as at the record date as determined by the China Connect Clearing House or the relevant issuer.

8.2.2 HKSCC's role

HKSCC's role as provider of nominee services (i) in relation to the four broad categories of corporate actions or activities affecting Eligible Securities and (ii) insofar as Eligible Securities other than China Connect Securities are concerned, in relation to (a) Electronic Application Instructions for New Issue Shares, (b) Tender Instructions and (c) electronic applications for issue and redemption of Units can be summarised as follows:

- (i) **Announcement/communication:** this refers to announcements by issuers or Depositaries of Eligible Securities (eg. declarations of dividends or announcements of notifiable transactions) or announcements by third parties affecting holders of Eligible Securities (eg. announcements of take-over offers) as well as the distribution of corporate communications by the issuers of Eligible Securities other than China Connect Securities to holders of those Eligible Securities other than China Connect Securities and by Depositaries (eg. release of annual reports, circulars to shareholders containing details of notifiable transactions etc.). Here, the role of HKSCC as provider of nominee services to Participants will be to endeavour to bring the relevant matters to the attention of the Participants concerned or to arrange for the distribution of copies of relevant corporate communications to Participants;

- (ii) **Voting:** this refers to actions or activities affecting Eligible Securities that are to be voted upon by the holders of those Eligible Securities. Here, the role of HKSCC will be to endeavour (i) to obtain the instructions of Participants and, where applicable, instructions of SSA Statement Recipients in relation to the Eligible Securities in SSA with Statement Service for the account of Clearing Participants or Custodian Participants, (ii) to vote, (iii) if appropriate, to make a demand for poll on their behalf, and (iv) where the applicable laws, rules or regulations or the constitutional documents of the relevant Overseas Issuer or issuer so permit or require, to appoint persons nominated by Participants and, where applicable, by SSA Statement Recipients as aforesaid to attend meetings directly. In respect of Uncertificated Securities, this refers to or may include (where applicable or where the applicable laws, rules or regulations or the constitutional documents of the relevant Overseas Issuer or issuer so permit or require), HKSCC communicating or passing on any voting or other instructions, proxy nominations or appointments or all other authorizations, declarations, requests or information received from Participants and, where applicable, from SSA Statement Recipients to the relevant Overseas Issuer or issuer or its authorized agents or representatives including the Overseas Issuer or issuer's principal or branch share registrar. Notwithstanding the foregoing, HKSCC shall not be obliged to communicate, vote or take any action on behalf of Participants or their SSA Statement Recipients where communication, voting or the taking of action must be performed in person at a place outside of Hong Kong instead of by facsimile or electronic means.

- (iii) **Entitlements/actions (not requiring the exercise of discretion) :** this refers to actions or activities affecting Eligible Securities, such as dividend payments, issues of bonus shares, interest payments, bond and note redemption etc. where no decision is required to be made by Participants as the holders of Eligible Securities. Here, the role of HKSCC will be to endeavour to collect the entitlements and distribute them to Participants;

- (iv) Entitlements/actions (requiring the exercise of discretion): this refers to actions or activities affecting Eligible Securities such as rights issues, take-over offers, bond conversion, redemption of shares, etc. where Participants, as the holders of Eligible Securities, are expected to decide whether or not, or how, to participate in such actions or activities. Here, provided that it is practicable or legally permissible for HKSCC to do so, HKSCC's role as provider of nominee services will be to endeavor to collect instructions etc. from Participants and to take action on their behalf or to facilitate the taking of actions by Participants directly;
- (v) Electronic Applications for New Issue Shares: HKSCC's role will be to endeavour to obtain Electronic Application Instructions for New Issue Shares from Participants which are FINI CP Users and (a) to cause the Nominee to apply for New Issue Shares on their behalf, (b) to inform such Participants' Designated Banks of their FINI PFRs and final settlement obligations; (c) to arrange payment of money via FINI CHATS Payment Instructions to be issued by HKSCC via FINI, (d) upon receipt of allotted New Issue Shares and file(s) containing information as to the identity of Participants to whom New Issue Shares have been allocated and the number of New Issue Shares allocated to each of them, to cause such allotted New Issue Shares to be credited to the Stock Accounts of the relevant Participants and (e) upon cancellation of the New Issue or any other circumstances requiring a refund as provided in the Prospectus, to generate FINI CHATS Payment Instructions for the purpose of arranging payment of the refund money;
- (vi) Tender Instructions: HKSCC's role will be to endeavour to obtain Tender Instructions from Participants and (a) to collect the moneys payable in respect of the tender or application by debiting the Participants' Money Ledgers, (b) to cause HKSCC or its nominee to tender or apply for Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments on their behalf, (c) to return moneys to the relevant Participants as soon as practicable if the tender or application is unsuccessful or partially successful and (d) upon allotment of the Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments, to cause them to be credited to the Stock Accounts of the relevant Participants; and
- (vii) Electronic Applications for Issue and Redemption of Units: HKSCC's role will be to endeavour to obtain instructions from Participants and to arrange payment of moneys due, and transfers of securities to be made, on issue and redemption of Units and to arrange refunds of moneys due, and retransfers of securities to be made, on rejection or cancellation of instructions.

8.2.3 Scope of nominee services provided by HKSCC

Full nominee services will normally be provided by HKSCC in respect of the following types of corporate actions or activities :

- (i) corporate announcements - Section 8.4;
- (ii) corporate communications - Section 8.5;
- (iii) voting - Section 8.6;
- (iv) cash dividend entitlements - Section 8.7;
- (v) bonus issues of securities - Section 8.8;
- (vi) dividend entitlements with options - Section 8.9;
- (vii) rights issues - Section 8.10;
- (viii) open offers - Section 8.11;
- (ix) take-over offers - Section 8.12;
- (x) conversion of warrants - Section 8.13;
- (xi) sub-divisions, consolidations etc. - Section 8.14;
- (xii) interest payments - Section 8.15;
- (xiii) conversion of bonds - Section 8.16;
- (xiv) bond, Exchange Fund Notes, Specified Instruments and CMU Instruments redemption - Section 8.17;
- (xv) redemption of shares – Section 8.17A;
- (xvi) Electronic Application Instructions for New Issue Shares - Section 8.18A;
- (xvii) Tender Instructions - Section 8.19;
- (xviii) electronic applications for the issue and redemption of Units - Section 8.20;
- (xix) scrip and/or cash payment relating to Structured Products – Section 8.20A;
- (xx) redemption of Structured Products which have a rollover mechanism – Section 8.20B; and

(xxi) requisitions - Section 8.20C.

8.3 CORPORATE ANNOUNCEMENT INFORMATION

8.3.1 Enquiry through CCASS Terminals or CCASS Phone System or CCASS Internet System

In the case of corporate actions or activities affecting Eligible Securities which require or may require Participants to take steps in order to participate in such actions or activities via CCASS, (e.g. voting, dividends, rights issues, etc.), if nominee services are to be provided, HKSCC will inform Participants other than Investor Participants via CCASS Terminals through the "Enquire Announcement Information" function (for corporate actions or activities affecting Eligible Securities) and, in the case of Investor Participants, via the CCASS Phone System and the CCASS Internet System. Investor Participants will be informed of any issue of Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments available for tender or application via the CCASS Phone System and the CCASS Internet System whilst Participants other than Investor Participants can obtain such information via the "Enquire Authorized Tender Announcement" function of CCASS Terminals.

The Enquire Announcement Information screen (in CCASS Terminals) and the Corporate Action Deadline Enquiry facility (in the CCASS Phone System) will contain details of the relevant time-limits to be observed. In the case of Tender Instructions, the Enquire Authorized Tender Announcement screen (in CCASS Terminals) and the Tender Enquiry facility (in the CCASS Phone System) will provide details of time limits of CCASS for accepting Tender Instructions. Participants that wish to participate in such corporate actions or activities shall input their instructions through CCASS Terminals in the case of Participants (other than Investor Participants) or give their instructions via the CCASS Phone System, or the CCASS Internet System or at the Customer Service Centre in the case of Investor Participants.

Participants will have to comply with the relevant procedures stipulated by HKSCC in circulars, Broadcast Messages Service or by other means and any other requirements stated (e.g. the requirements of Issuers of Eligible Securities) in order to participate in corporate actions or activities or to give Tender Instructions.

8.3.4 Entitlement Statement and activity statement

Other than the Book-Close Reminder and Corporate Action Reminder, the Entitlement Statement of Participants other than Investor Participants will in addition contain the following information :

- (i) details of entitlements receivable and expected payable date with respect to actual holdings of Eligible Securities on the last registration day or record date

as determined by the relevant Appointed Depositary, China Connect Clearing House or the relevant issuer (or CCASS Record Date imposed by HKSCC for Eligible Securities issued in bearer form) on which the entitlements of Participants are determined by HKSCC and, also, in the case of Clearing Participants and Clearing Agency Participants, for outstanding long stock positions under the CNS System as at that date, as well as entitlements payable in the case of Clearing Participants and Clearing Agency Participants for outstanding short positions under the CNS System or in the case of Participants with "negative" balances in their Stock Accounts;

- (ii) an update as to entitlements distributed to Participants;
- (iii) relevant fees and/or charges charged to Participants (see Section 21);
- (iv) details of receivables with respect to warrant subscriptions and bond conversions with relevant subscription/conversion money;
- (v) details of receivables with respect to take-over offers, rights subscriptions, scrip and/or cash payment of Structured Products and redemption of bonds, Exchange Fund Notes, Government Bonds, Specified Instruments and CMU Instruments, etc; and
- (vi) details of claims relating to unclaimed benefit entitlements and the associated charges.

A detailed explanation of the Entitlement Statement is set out in the CCASS Terminal User Guide for Participants.

In the case of Foreign Securities or China Connect Securities, if the entitlements determination date determined by HKSCC is different from the book-close or record date determined by the relevant Appointed Depositary or China Connect Clearing House or the relevant issuer, or in other limited circumstances (e.g. adjustments made to the Stock Accounts of Participants), HKSCC may make adjustments to the details of entitlements receivables of the Participants concerned.

The activity statement of Investor Participants will, other than the Tender activity section, "Reminder" section, entitlement section and money transaction activities section, contain the following information:

- (i) details of entitlement election activities;
- (ii) details of corporate voting activities;
- (iii) details of subscription activities;

- (iv) registration fees and other relevant fees and/or charges to Investor Participants (see Section 22); and
- (v) details of claims relating to unclaimed benefit entitlements and the associated charges.

8.3.6 Information about Electronic Application Instructions for New Issue Shares

- (i) Enquiry Function:

Information on all New Issue Shares available for input of Electronic Application Instructions for New Issue Shares will be provided through FINI to Participants which are FINI CP Users. For a detailed description of the relevant information, please see the FINI User Guide.

- (ii) Information for Participants which are FINI CP Users :

In the event of any New Issue in respect of which Electronic Application Instructions for New Issue Shares may be given to apply for New Issue Shares, Participants which are FINI CP Users will receive notifications from FINI.

FINI will provide details on the timeline for accepting Electronic Application Instructions for New Issue Shares. Participants which are FINI CP Users that wish to give Electronic Application Instructions for New Issue Shares shall input their instructions through FINI. Such FINI service is not available for Investor Participants.

Details of the FINI functions in relation to the application for New Issue Shares by giving Electronic Application Instructions for New Issue Shares are set out in the FINI User Guide.

- (iii) [Repealed]

8.18 [Repealed]

8.18A ELECTRONIC APPLICATION INSTRUCTIONS FOR NEW ISSUE SHARES

8.18A.1 Use of FINI

Only Participants accepted by HKSCC to use FINI in their capacity as FINI CP Users may submit Electronic Application Instructions for New Issue Shares to HKSCC via FINI. The use of FINI by a Participant shall be subject to the FINI Terms and

Conditions and such eligibility criteria as HKSCC may from time to time prescribe.

Each of the following constitutes acceptance of the FINI Terms and Conditions by a Participant, and the Participant will be deemed to have read and accepted the FINI Terms and Conditions and agreed to be bound by the FINI Terms and Conditions as a “FINI User” (as defined in the FINI Terms and Conditions):

- (i) use of the Participant’s access credentials to access FINI; or
- (ii) any continued use of FINI via the Participant’s access credentials.

The Participants shall also comply with the applicable procedures under the FINI User Guide and such other conditions or requirements which may from time to time be stipulated by HKSCC and notified to the Participants by way of circulars or notifications on FINI.

8.18A.2 General – application instruction

A Participant which is a FINI CP User may give Electronic Application Instructions for New Issue Shares to HKSCC via FINI (a) to cause the Nominee to apply for New Issue Shares on its behalf and (b) to arrange payment and (where applicable) refund of application money. Where any such Electronic Application Instructions for New Issue Shares are given by a Participant to make application for New Issue Shares, the Participant is deemed to have agreed to the following:-

- (i) Electronic Application Instructions for New Issue Shares given by the Participant must be for the minimum amount or one of the permitted multiple amounts of New Issue Shares specified in the Prospectus;
- (ii) any application made by the Nominee on behalf of the Participant pursuant to Electronic Application Instructions for New Issue Shares given by the Participant is irrevocable for the same period as applications are irrevocable (by contract or statute) under the New Issue;
- (iii) HKSCC shall consolidate all Electronic Application Instructions for New Issue Shares from Participants and shall, having excluded instructions which will or may result in multiple applications or suspected multiple applications (to which paragraph (ix) below will apply), cause the Nominee to apply for the number of consolidated New Issue Shares as nominee on behalf of those Participants who have given Electronic Application Instructions for New Issue Shares to HKSCC and the Nominee shall be authorized to submit an application as agent for Participants;
- (iv) HKSCC is authorized to generate FINI CPI via FINI to the Participant’s Designated Bank to debit its DB Nominee Account and to credit the account

of the receiving bank appointed by the Issuer with payment in full for the New Issue Shares (and all other amounts due, including brokerage, transaction levies and the Exchange's trading fee) in respect of which its application is successful;

- (v) the Participant undertakes and agrees with HKSCC to accept the allocation to it of the New Issue Shares in respect of which it has given Electronic Application Instructions or any lesser number allocated to it;
- (vi) the Participant undertakes and confirms to HKSCC that it has not applied for or taken up any shares in any placing of shares in the capital of the Issuer or any placing of Units or otherwise participated in any such placing;
- (vii) the Participant declares that its Electronic Application Instructions for New Issue Shares to HKSCC to cause the Nominee to apply for New Issue Shares on its behalf will result in there being only one application for or in respect of New Issue Shares made by it or on its behalf (and only one application for or in respect of New Issue Shares intended to be made by it or on its behalf) to benefit it or the person for whose benefit it gave the electronic instructions;
- (viii) the Participant agrees that the above declaration in para (vii) will be relied upon by the Issuer in deciding whether or not to make any allotment of New Issue Shares in response to the application made by the Nominee on its behalf;
- (ix) the Participant agrees that, if (a) it has made multiple applications or is suspected of having made multiple applications or if more than one application is made for its or any of its clients' benefit, or (b) the account of the Issuer's receiving bank is not credited with the full payment required to be made by the Participant for the New Issue Shares (including brokerage, transaction levies and the Exchange's trading fee) in respect of which its application is successful, its application may be rejected in its entirety or in part and the number of New Issue Shares applied for by the Nominee shall be automatically reduced by the number of New Issue Shares in respect of which the Participant's application has been rejected. The Participant further agrees that if it does not fully comply with its FINI PFR or no confirmation is received from its Designated Bank that its FINI PFR has been fully complied with, its application for New Issue Shares will, unless otherwise determined by HKSCC, be rejected in its entirety;
- (x) the Participant agrees that, for the purposes of (a) determining whether a Participant has made multiple applications or an application has been made for its benefit and (b) allocating New Issue Shares, the Nominee shall not be

treated as an applicant and the Issuer may treat the Participant who gave the Electronic Application Instruction for New Issue Shares and/or its clients as an applicant;

- (xi) the Participant authorizes the Issuer, in respect of the New Issue Shares allocated to it, to issue certificates in the name of the Nominee and to deliver the same to the CCASS Depository service counter before the time specified by HKSCC or the Nominee on the day the certificates are to be despatched in accordance with the Prospectus;
- (xii) in the case of a refund of application money, brokerage, transaction levies and the Exchange's trading fee to the Participant, no interest will be paid and the Participant authorizes the Issuer and HKSCC to make payment to effect the refund on the Business Day stated in the Prospectus;
- (xiii) the Participant declares that it has read the terms and conditions and application procedures set out in the Prospectus and agrees to be bound by them;
- (xiv) the Participant confirms that, in giving an Electronic Application Instruction for New Issue Shares it has only relied on the information and representations in the Prospectus and it agrees that the Issuer and the other parties involved in the New Issue are liable only for the information and representations contained in the Prospectus;
- (xv) in making Electronic Application Instructions for New Issue Shares which are H Shares, the Participant additionally agrees as follows:
 - (a) it agrees with the Issuer, for itself and for the benefit of each shareholder of the Issuer (and so that the Issuer will be deemed by its acceptance in whole or in part of the Participant's application to have agreed, for itself and on behalf of each shareholder of the Issuer, with the applicant) to observe and comply with the applicable Company Law, the Special Regulations and the Articles of Association of the relevant Issuer;
 - (b) it agrees with the Issuer, for itself and for the benefit of each shareholder of the Issuer and each director, supervisor, manager and other senior officer of the Issuer (and so that the Issuer will be deemed by its acceptance in whole or in part of the Participant's application to have agreed, for itself and on behalf of each shareholder of the Issuer and each director, supervisor, manager and other senior officer of the Issuer, with the applicant) to refer all differences and claims arising from the Articles of Association of

the Issuer or any rights or obligations conferred or imposed by the applicable Company Law or other relevant laws and administrative regulations concerning the affairs of the Issuer to arbitration in accordance with the Articles of Association of the Issuer, that any award made in such arbitration shall be final and conclusive and that the arbitration tribunal may conduct hearings in open session and publish its award;

- (c) it agrees with the Issuer (for itself and for the benefit of each shareholder of the Issuer) that H Shares in the Issuer are freely transferable by their holders; and
 - (d) it authorizes the Issuer to enter into a contract on behalf of the applicant with each director and officer of the Issuer whereby each such director and officer undertakes to observe and comply with his obligations to shareholders stipulated in the Articles of Association of the Issuer;
- (xvi) HKSCC is authorized to transfer the personal information and application details submitted by the Participant to the Issuer and its appointed agents, regulatory or governmental bodies; and
- (xvii) HKSCC and the Nominee (a) are authorized by the Participant on its behalf to give and make such undertakings, confirmations, understandings, declarations and agreements as are required to be given and made by or on behalf of the Participant in accordance with the terms and conditions of any New Issue or its associated Prospectus, including in respect of the matters described above in this Section 8.18A.2, (b) accept no liability to the Participant arising out of or in connection with any such undertakings, confirmations, understandings, declarations or agreements and (c) will be indemnified by the Participant in respect of any costs, losses, liabilities, expenses, damages, actions, suits or proceedings which they suffer or incur arising out of or in connection with any such undertakings, confirmations, understandings, declarations or agreements.

8.18A.3 Optional use of BCAN as a client identifier

A Participant which is a FINI CP User may use BCAN as a client identifier when giving Electronic Application Instructions for New Issue Shares via FINI, in which case it must ensure (and, if the BCAN is assigned by the Participant's affiliate or client which is an intermediary (as defined in the Securities and Futures Ordinance) to its underlying client, procure such affiliate or intermediary client to ensure) that express prior written consent is obtained for the following:

- (i) the provision of the BCAN to HKSCC allowing HKSCC to retrieve the corresponding CID from the Exchange;

- (ii) HKSCC's processing and storage of the CID and transfer of the CID to the Issuer's share registrar to enable HKSCC and/or the Issuer's share registrar to verify that the client has not made any multiple applications for the relevant subscription for New Issue Shares and to facilitate balloting and settlement; and
- (iii) HKSCC's processing and storage of the CID and transfer of the CID to the Issuer, the Issuer's share registrar, the Commission, the Exchange and any other party involved in the New Issue for the purposes of processing the client's application for the relevant subscription for New Issue Shares, or any other purpose set out in the Prospectus.

The Participant must also ensure that it has incorporated appropriate provisions in its client agreements to allow it to submit Electronic Application Instructions for New Issue Shares on its clients' behalf and ensure that its clients have provided written consents to the use of their personal data in accordance with the personal information collection statement and other applicable terms and conditions set out in the Prospectus. If the Participant's client is an intermediary (as defined in the Securities and Futures Ordinance), the Participant shall require such intermediary to incorporate appropriate provisions in its client agreement to allow the intermediary to submit application for New Issue Shares (whether by the intermediary itself or through the Participant) on its clients' behalf and ensure that its clients have provided written consents to the use of their personal data in accordance with the personal information collection statement and other applicable terms and conditions set out in the Prospectus.

8.18A.4 Designated Bank and FINI PFR

A Participant which is a FINI CP User shall ensure that its Designated Bank is a Designated Bank which has been accepted by HKSCC to use FINI in the capacity as a "Bank User" as defined in the FINI Terms and Conditions.

The Participant shall enter into appropriate arrangement with its Designated Bank 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 Participant's compliance with the applicable FINI PFR and money settlement obligations with respect to its Electronic Application Instructions for New Issue Shares. Without prejudice to the above, the Participant shall procure its Designated Bank to complete and submit such debit authorisations (including FINI CPIs) and authorisations to disclose information as HKSCC may prescribe from time to time to HKSCC. Such debit authorisations and authorisations to disclose information include FINI CPIs. By giving this debit authorisation (including FINI CPIs), the Participant's Designated Bank shall accept debit instructions from HKSCC by way of FINI CPIs in order to effect CHATS payment for FINI money settlement in accordance with Section 8.18A.6.

To determine the FINI PFR applicable to a Participant in respect of a New Issue, the Participant will be given the option to opt in to using a “compressed” pre-funding requirement mechanism on FINI. Once opted in, and until opted out by the Participant, the Participant’s FINI PFR in respect of each future New Issue will be calculated on the basis of an amount not exceeding the value of the entire public offer tranche of the New Issue, assuming the highest tier of clawback is triggered (where applicable) in accordance with the Prospectus, instead of the amount representing the total sum of all its applications multiplied by the highest possible price of the offer price range stipulated in the Prospectus, provided that if the opt in request is made after the commencement of the application period in respect of a New Issue, a “compressed” pre-funding requirement mechanism will not apply to such New Issue and the opt in request will only take effect in respect of each future New Issue until opted out by the Participant. The Participant’s FINI PFR will be made available to the Participant and its Designated Bank on FINI.

In respect of each New Issue for which Electronic Application Instructions for New Issue Shares have been submitted by a Participant, the Participant’s Designated Bank will be required to confirm that there are sufficient funds available in the DB Nominee Account for the Participant to comply with its FINI PFR by sending a response message to HKSCC via FINI in accordance with the procedures set out in the FINI User Guide.

8.18A.5 Procedures

- (i) Information on New Issue Shares available for electronic application is made available to Participants which are FINI CP Users through the “IPO Reference Data” function of the relevant IPO card in FINI;
- (ii) Participants which are FINI CP Users may input Electronic Application Instructions for New Issue Shares via FINI for their clients and themselves and the Participants will be treated as those giving the application instructions;
- (iii) The quantity of New Issue Shares applied for by a Participant must be one of the acceptable quantities specified by the relevant Issuer in the Prospectus. HKSCC reserves the right to reject instructions to apply for any other quantities of New Issue Shares. The information as to the names, addresses, identification document numbers and number of New Issue Shares in respect of which Electronic Application Instructions for New Issue Shares are given will be transmitted to the registrar for balloting and processing of the application;
- (iv) In respect of application instructions, Participants which are FINI CP Users can input Electronic Application Instructions for New Issue Shares via FINI for making applications during the relevant application period on an approximately 24 hours basis subject to the FINI Terms and Conditions and the FINI User

Guide. The latest time for inputting Electronic Application Instructions for New Issue Shares on the last application day is the deadline specified by the Issuer and notified to the Participants via FINI, which is usually 12:00 noon. Participants may cancel their Electronic Application Instructions for New Issue Shares at any time before the application deadline;

- (v) On the last application day, upon a Participant's FINI PFR being made available to the Participant on FINI, the Participant shall procure its Designated Bank to confirm, by sending a confirmation response message to HKSCC via FINI before the prescribed deadline, that there are sufficient funds available in the DB Nominee Account for the Participant to meet its FINI PFR. In case of insufficient funds during the pre-funding window on FINI, a Participant may in exceptional circumstances be permitted by HKSCC to amend and reconfirm its application list via FINI. At the cut-off time as prescribed by HKSCC, a missing or negative confirmation on the Participant's FINI PFR from the Designated Bank will invalidate and remove the Participant's entire application list in respect of the relevant New Issue and the Participant will be deemed to have failed to comply with its FINI PFR, in which case HKSCC may take disciplinary action against the Participant;
- (vi) On the price determination day, upon completion of balloting and pricing, HKSCC will send FINI CHATS Payment Instructions to each Participant's Designated Bank through FINI to transfer such amount of the Participant's application monies as shall represent the value of New Issue Shares allotted to the Participant through the ballot at the final offer price (and all other amounts due on the application, including brokerage, transaction levies and the Exchange trading fee) from its DB Nominee Account to the Issuer's account with its receiving bank(s) to settle such Participant's payment obligation in accordance with the procedures set out in Section 8.18A.6;
- (vii) Upon receipt of file(s) containing information as to the identity of Participants to whom New Issue Shares have been allocated and the number of New Issue Shares allocated to each of them, HKSCC will cause such securities to be credited to the Stock Accounts of the relevant Participants. Upon distribution of securities by HKSCC to such Participants, the Statement of Stock Movement Reports of such Participants will be updated;
- (viii) Upon cancellation of the New Issue or any other circumstances requiring refunds of application monies as provided in the Prospectus, HKSCC will issue FINI CHATS Payment Instruction to arrange for the payment of refunds to the relevant Participants' Designated Bank Account;

- (ix) Participants may refer to the FINI User Guide for details with respect to enquiry of any authorized and pending application instructions, application maintenance activities and allotment results; and
- (x) The amounts of fees for the handling of application instructions (see Section 21.5) will be collected from Participants through the generation of EPIs by HKSCC.

8.18A.6 FINI money settlement

The following is a brief description of the procedures relating to FINI CPIs issued by HKSCC for Electronic Application Instructions of New Issue Shares:

- (i) On the price determination day, upon completion of balloting and pricing, HKSCC will send FINI CHATS Payment Instructions to each Participant's Designated Bank through FINI to transfer such amount of the Participant's application monies as shall represent the value of the New Issue Shares allotted to the Participant through the ballot at the final offer price (and all other amounts due on the application, including brokerage, transaction levies and the Exchange trading fee) from its DB Nominee Account to the Issuer's account with its receiving bank(s) to settle such Participant's payment obligation for the allotted shares;
- (ii) Each Designated Bank to which FINI CHATS Payment Instructions have been issued in respect of any Participants may retrieve the relevant FINI Report on FINI CPIs via FINI during such period as may be specified in the FINI User Guide;
- (iii) Each Designated Bank shall, based on the FINI CHATS Payment Instructions generated by FINI, effect CHATS payments on behalf of the relevant Participants in respect of money settlement obligations of such Participants in accordance with the requirements as prescribed in the FINI User Guide;
- (iv) The status of FINI CHATS Payment Instructions can be enquired online via FINI (where applicable). Participants which are FINI CP Users and their Designated Banks can access, via FINI, the relevant FINI Report on FINI CPIs to obtain details of the FINI CHATS Payment Instructions;
- (v) After FINI money settlement, each Designated Bank of paying Participants may retrieve the relevant FINI Report from FINI; and
- (vi) Relevant control reports relating to the payments made, received or effected, or to be made, received or effected by Participants for whom a Designated Bank acts can also be retrieved from FINI. For further details, please refer to the FINI User Guide.

HKSCC acts as facilitator in relation to payment and (where applicable) refund of application monies between Participants and Issuers in relation to Electronic Application Instructions for New Issue Shares. It is the responsibility of the Participants to ensure that their Designated Banks act according to the FINI CHATS Payment Instructions issued in relation to the New Issues and make payments by the deadlines determined by HKSCC from time to time.

In case of any default or delay in any payment in respect of a Participant's Electronic Application Instructions of New Issue Shares, HKSCC may take such disciplinary action against the concerned Participant as it thinks fit in accordance with the Rules.

8.18A.7 Other Procedures

HKSCC may agree with the relevant Issuer the relevant procedures to be followed or observed by Participants which may be different from and/or in addition to the procedures described in Sections 8.18A.5 and 8.18A.6 above. Participants will be advised of other relevant procedures to be followed or observed with respect to the Electronic Application Instructions for New Issue Shares on a case by case basis via FINI.

8.18A.8 New Issue Brokerage

Without prejudice to the money settlement service under the Rules, Clearing Participants may, subject to the Rules, receive into their General Purpose Designated Bank Accounts New Issue Brokerage passed on to them.

Upon receiving a written request from an Issuer informing HKSCC that the New Issue Brokerage is to be passed on to the Clearing Participants' General Purpose Designated Bank Accounts, HKSCC may disclose, in such manner as HKSCC may from time to time determine, information relating to the General Purpose Designated Bank Accounts of the Clearing Participants to the Issuer and/or its agent to facilitate the payment of New Issue Brokerage. Such written request shall be in such form and include such provisions as HKSCC may from time to time require, and be received by HKSCC in advance before the date of the Prospectus in respect of the relevant New Issue. Notwithstanding anything contained in the Rules, HKSCC is deemed to have been authorised by the Clearing Participants to disclose in such manner as HKSCC may from time to time determine their General Purpose Designated Bank Accounts' information to the Issuers and/or their agents.

The role of HKSCC in relation to the payment of New Issue Brokerage into the General Purpose Designated Bank Accounts of Clearing Participants is limited to the provision of information relating to the General Purpose Designated Bank Accounts to the Issuer and/or its agent subject to the Rules to facilitate the payment. HKSCC will not be responsible for any discrepancy, error, delay, failure or default of the Issuer and/or its agent in the payment or credit or passing on of the New Issue Brokerage. In case of any such discrepancy, error, delay, failure or default, the Clearing

Participant should contact the Issuer or its agent direct.

For the avoidance of doubt, all New Issue Brokerage paid into the General Purpose Designated Bank Accounts of the Clearing Participants shall be subject to the rights and authorities of HKSCC in relation to the General Purpose Designated Bank Accounts under the Rules, including but not limited to HKSCC's right of set-off under Rule 1207.

8.27 CA ISO MESSAGE SERVICE

8.27.2 Subscription for and use of the CA ISO Message Service

The following procedures will usually apply in relation to the CA ISO Message Service:

- (i) Participants who wish to subscribe for the CA ISO Message Service shall submit their instructions via the CA ISO Message Service maintenance functions of the CCASS Terminal.
- (ii) Upon setup and configuration, the effective date of the newly subscribed service will be reflected in the "CA ISO Message Service Subscription Audit Trail Report".
- (iii) Participants who wish to cancel their subscription of CA ISO Message Service shall submit a duly completed cancellation form as prescribed by HKSCC from time to time. Upon configuration, the last date of subscription will be reflected in the "CA ISO Message Service Subscription Audit Trail Report".
- (iv) Details of any updates in relation to the CA ISO Message Service made by Participants and HKSCC will be reflected in the daily "CA ISO Message Service Subscription Audit Trail Report".
- (v) The subscription fee for the CA ISO Message Service and the list of ISO Messages sent in a given month will be reflected in the monthly "CA ISO Message Service Monthly Billing Report".
- (vi) HKSCC reserves the right to reject any application for subscription of the CA ISO Message Service and may by prior notice to Participants, terminate their subscription in full or in part at any time.
- (vii) Participants shall not forward or distribute any ISO Messages generated by HKSCC in their original format to any third parties.
- (viii) ISO Messages are generated based on information received from Issuers of Eligible Securities. Without prejudice to Rule 2104, HKSCC makes no representation as to the accuracy or completeness of the information made

available under the CA ISO Message Service.

For further details, Participants should refer to the relevant sections of the CCASS Terminal User Guide.

Section 10

Exchange Trades – CNS System

10.7 LATE DELIVERY: COMPULSORY STOCK BORROWING BY HKSCC

10.7.10 Reports available

The reports available to a Participant via a CCASS Terminal or a Participant Gateway in relation to Compulsory Stock Borrowing Transactions are as follows:

- (i) Stock Borrowing/Lending Activity Report: this report lists notices of recall, elections to receive cash compensation and redeliveries by HKSCC each in relation to a Participant;
- (ii) Stock Borrowing/Lending Position Status Report: this report lists a Participant's Compulsory Stock Borrowing Transactions by 'Active' status, 'Recalled' status, 'Returned' status, 'Frozen' status (due to the Participant being declared a defaulter in accordance with the Rules), 'Cancelled' status (due to delisting, compulsory takeover or exchange of shares in relation to the Participant's borrowed securities, etc.), 'Compensated' status (due to cash compensation paid by HKSCC in relation to the Participant's borrowed securities) and 'Converted' status (due to consolidation, splitting etc. in relation to the Participant's borrowed securities).

Section 14

CCASS Money Settlement

14.1 SCOPE OF MONEY SETTLEMENT SERVICES

14.1.2 HKSCC's role

HKSCC plays two different roles in relation to CCASS money settlement:

- (i) as counterparty in relation to sums due or payable (a) between HKSCC and Participants (e.g. under the CNS System or in relation to nominee or tender services) and (b) between HKSCC (in its capacity as TSF operator) and TSF CCASS Participants (e.g. in relation to the settlement of TSF FX Transactions

and Stock Release FX Transactions);

- (ii) as facilitator in relation to sums due or payable by or to Participants themselves in relation to settlement of trade-for-trade transactions on a DVP or RDP basis;
- (iii) as facilitator in relation to payment and refund of application or tender monies between Participants and issuers in relation to Tender Instructions; and
- (iv) as facilitator in relation to payment of money by Clearing Participants or Custodian Participants to their SSA Statement Recipients pursuant to STI Transfers on a DVP basis.

14.2 DESIGNATED BANKS AND AUTHORISATION FORMS

14.2.6 [Repealed]

14.3 INSTRUCTIONS BY HKSCC TO DESIGNATED BANKS

14.3.4 Amounts arising out of nominee services

The amounts to be debited or credited to the Designated Bank Accounts of Participants in relation to nominee and similar transactions effected by HKSCC have been explained elsewhere (see Sections 8.7 to 8.21, 8.25 and 8.26). In brief, they arise from the following types of corporate actions:

- (i) for payments of dividends in an Eligible Currency, HKSCC will normally issue credit entries to the Participants' Money Ledgers to be settled against the Designated Bank Accounts of the Participants entitled to such dividends on the same day depending on the time of payment received by HKSCC;
- (ii) for subscription of rights shares and excess shares in relation to PALs where the subscription monies are payable in an Eligible Currency, HKSCC will issue debit entries to the Participants' Money Ledgers in respect of the appropriate subscription monies upon receipt of the rights subscription and/or excess shares application instructions via CCASS Terminals or via the CCASS Phone System or the CCASS Internet System for settlement via the relevant Participants' Designated Bank Accounts on the same day via DDIs or CPIs;
- (iii) for subscription of new shares and excess shares under open offers where the subscription monies are payable in an Eligible Currency, HKSCC will issue debit entries to the Participants' Money Ledgers concerned in respect of the appropriate subscription monies together with subscription charges such as brokerage, transaction levy and the Exchange's trading fee upon receipt of the subscription of open offers and excess shares application instructions via CCASS Terminals or the CCASS Phone System or the CCASS Internet System

as appropriate for settlement via the relevant Participants' Designated Bank Accounts on the same day via DDIs or CPIs;

- (iv) for subscription of shares on exercise of warrants where the subscription monies are payable in an Eligible Currency, HKSCC will issue debit entries to the Participants' Money Ledgers concerned in respect of the appropriate subscription monies and conversion charges upon receipt of the warrant conversion instructions via CCASS Terminals or the CCASS Phone System or the CCASS Internet System as appropriate for settlement via the relevant Participants' Designated Bank Accounts on the same day via DDIs or CPIs. HKSCC will issue debit entries regarding the ad valorem stamp duty payable on the conversion of the warrants upon notification from the Issuer or its agent or representative of the amount of ad valorem stamp duty levied;
- (v) for payments of cash consideration in an Eligible Currency to Participants that accept a take-over offer which is successful, HKSCC will issue credit entries to the Participants' Money Ledgers on the same day if payments are received by HKSCC at or before 3:45 p.m. on that day;
- (vi) for refund of surplus subscription monies in an Eligible Currency received by HKSCC from the issuers of the relevant Eligible Securities in respect of unsuccessful open offers, excess shares applications under rights issues and/or open offers, HKSCC will issue credit entries to the Participants' Money Ledgers on the same day or the next Business Day depending on the time of receipt of payment by HKSCC;
- (vii) for payments of principal or interest accruing to eligible Debt Securities in an Eligible Currency, HKSCC will normally issue credit entries to the Participants' Money Ledgers to be settled against the Designated Bank Accounts of the Participants entitled to such interests payments on the same day depending on the time of payment received by HKSCC;
- (viii) for subscription of shares in relation to eligible convertible Debt Securities where subscription monies are payable in an Eligible Currency, HKSCC will issue debit entries to the Participants' Money Ledgers concerned in respect of the appropriate subscription monies and conversion charges, if applicable, upon receipt of the Debt Securities conversion instructions via CCASS Terminals for settlement via the relevant Participants' Designated Bank Accounts on the same day via DDIs or CPIs;
- (ix) for disbursement charges in an Eligible Currency resulting from corporate activities in relation to eligible Debt Securities, HKSCC will issue debit entries to the Participants' Money Ledgers upon distribution of the share/cash entitlements by HKSCC;

- (x) [Repealed]

- (xi) for payment of tender monies or application monies in an Eligible Currency in respect of Tender Instructions, HKSCC will effect debit payments from the Participants' Designated Bank Accounts on the day which is two Business Days before the tender day of the relevant Exchange Fund Notes or Specified Instruments or on the closing date of the subscription period of relevant Government Bonds or CMU Instruments. Where the bids for Exchange Fund Notes or Specified Instruments are non-competitive and the initial bid price is lower than the final accepted price, HKSCC will effect debit payments for any shortfall of tender moneys from the relevant Participants' Designated Bank Accounts on the tender day. Where the application price is lower than the subscription price, HKSCC will effect debit payments for any shortfall of application moneys from the relevant Participants' Designated Bank Accounts on the date upon receipt of the allotment results. For refund of tender monies in respect of Tender Instructions for Exchange Fund Notes or Specified Instruments, HKSCC will effect credit payments to the Participants' Designated Bank Accounts on the day which is either one Business Day before the tender day if the HKMA or the relevant Issuer withdraws the tender invitation or if excess monies are to be refunded in respect of cancelled Tender Instructions and, in other cases, on the tender day or as soon as practicable. For refund of application monies in respect of Tender Instructions for Government Bonds or CMU Instruments, HKSCC will effect credit payments to the Participants' Designated Bank Accounts on the day the allotment result is received from the Issuer or its agent or arranger or one Business Day before the closing date if the relevant Issuer withdraws the offer or as soon as practicable;

- (xii) for payments or refunds in an Eligible Currency in respect of the issue and redemption of Units, HKSCC will follow the procedures set out in the applicable sections of these Operational Procedures; and

- (xiii) for cash payments relating to Structured Products payable in an Eligible Currency, HKSCC will normally issue credit entries to the Participants' Money Ledgers to be settled against the Designated Bank Accounts of the Participants entitled to such cash payments on the same day depending on the time of receipt of payments by HKSCC. Where applicable, HKSCC will issue debit entries regarding the ad valorem stamp duty payable on the underlying securities of the Structured Products and any other expenses payable in connection with any scrip and/or cash payment distributed in respect of the Structured Products upon notification from the issuer or its agent of the amount of ad valorem stamp duty levied and/or any other relevant expenses charged.

The debit or credit entries, except payments in respect of Tender Instructions referred to in Section 14.3.4(xi) above, are posted to the Entitlements Accounts of the Participants' Money Ledgers.

For any accepted Intra-day Payment Standing Instruction covering intra-day payment to a Participant other than an Investor Participant of cash payments arising out of nominee services on a Business Day, HKSCC will issue an Intra-day Payment Instruction covering the amount (as stated in the "Enquire Intra-Day Payment Summary" in CCASS Terminal) of the cash payments included in the Intra-day Payment to the Designated Bank of the Participant to effect intra-day payment of the amount to the Designated Bank Account of the Participant on each Business Day (See Section 14.8).

Where HKSCC accepts a Nominee Payment (Evening) Standing Instruction requested by a Participant other than an Investor Participant, it will generate a DCI to effect the evening distribution of the relevant amount of cash payments arising from nominee services in the relevant Eligible Currency to the Designated Bank Account of the Participant not later than day end on each Business Day (see Section 8.26).

Subject as aforesaid, HKSCC will, at day end on each Business Day, on the basis of the account balance, generate DDIs/DCIs/EPIs for settlement via Participants' Designated Bank Accounts (see Sections 14.4 and 14.5).

For subscription instructions which involve the collection of subscription monies via CPIs, HKSCC will, on the basis of such instructions, generate CPIs for settlement via Participants' Designated Bank Accounts during the day (see Section 14.7).

In relation to entitlement payments for which HKSCC has credited the relevant Participants' Money Ledgers before receipt of payment and if, for whatever reason, the relevant entitlement payments are not received by HKSCC, HKSCC shall have the right either to arrange for an amount equivalent to that credited by HKSCC to be debited from the relevant Participants' Money Ledgers or require the relevant Participants to immediately refund the amount to HKSCC either by bank draft, cheque or telegraphic transfer or in such other manner as HKSCC deems appropriate. In relation to any entitlement payment which may have been conditionally received by HKSCC, HKSCC shall be entitled not to credit such payment to the relevant Participants' Money Ledgers until the entitlement payment to HKSCC has become unconditional.

14.5 ELECTRONIC PAYMENT INSTRUCTIONS

14.5.1 Usage

EPIs are used to effect (i) money settlement between Participants in relation to trade

for trade transactions settled in CCASS on a DVP basis (i.e. Isolated Trades, ISI and SI Transactions settled on a DVP basis); (ii) payment of money by Clearing Participants or Custodian Participants to their SSA Statement Recipients in relation to STI Transfers on a DVP basis; (iii) payment of fees and expenses by Participants other than Investor Participants on a weekly basis to HKSCC for CCASS services; and (iv) redelivery to China Connect Clearing Participants of Collateral provided to HKSCC for the early release of China Connect Securities that are Securities-on-hold.

14.5.2 Procedures

The following is a brief description of the procedures relating to EPIs issued by HKSCC:

- (i) on each Settlement Day, in relation to Isolated Trades (including Clearing Agency Transactions), ISI and SI Transactions settled on a DVP basis in CCASS, HKSCC will in respect of each such trade or transaction, cause, via the Clearing House of HKAB for the relevant Eligible Currency, a debit EPI to be issued to the Designated Bank of the Participant receiving Eligible Securities as a result of settlement of such a trade or transaction in CCASS and a corresponding credit EPI to be issued to the Designated Bank of the counterparty Participant delivering Eligible Securities;
- (ii) [Repealed]
- (iia) at the end of each Business Day, in relation to STI Transfer to be effected on a DVP basis in CCASS, HKSCC will in respect of each such transfer, cause, via the Clearing House of HKAB for the relevant Eligible Currency, a debit EPI to be issued to the Designated Bank of the Clearing Participant or Custodian Participant inputting the STI on a DVP basis and a corresponding credit EPI to be issued to the receiving bank account with the receiving banker of the relevant SSA Statement Recipient;
- (iib) at the end of each Business Day, in relation to fees and expenses payable by a Participant other than an Investor Participant for CCASS services, HKSCC will compute the relevant tariff amounts and post entries to its Billing Account (a sub-account of the Money Ledger). On each Saturday, CCASS will generate a debit EPI for each Participant according to the balance of its Billing Account and a corresponding credit EPI to HKSCC's specified bank account. On each Monday, the processing of EPIs will be carried out by the Clearing House of HKAB and the Designated Banks concerned. If any Monday is a public holiday, the processing will be postponed to the following Business Day;
- (iic) on each Settlement Day, to effect the redelivery of Collateral provided to HKSCC for the early release of China Connect Securities that are Securities-on-hold, HKSCC will determine the relevant amount of Collateral to be

redelivered and a corresponding credit EPI will be issued to the Designated Bank of the China Connect Clearing Participant upon HKSCC being fully satisfied that all payments by the China Connect Clearing Participant under the CNS System (as a result of CPI issued by HKSCC) are good and irrevocable;

- (iii) Repealed
- (iv) special arrangements have been made by HKSCC with the Clearing House of HKAB for each relevant Eligible Currency pursuant to which extra clearing runs will be conducted by that Clearing House of HKAB and files and/or reports will then be provided to Designated Banks of Participants by that Clearing House of HKAB on the same day;
- (iva) Designated Banks will be able to obtain via their CCASS Terminals and Participant Gateways details of EPIs affecting the Participants they act for, which will be contained in the “DDI/DCI/EPI Listing for Designated Bank”, “DDI/DCI/EPI Exception Report” or “DDI/DCI/EPI Listing for IP Related Transactions”, as the case may be (see Section 16.7). Designated Banks will reconcile the details with the information they received from the Clearing House of HKAB for the relevant Eligible Currency and will report any discrepancies to HKSCC for clarification;
- (v) Participants other than Investor Participants will be able to obtain via their CCASS Terminals or Participant Gateways their “Settlement Report”, “DDI/DCI/EPI Summary for Participant” and “Settlement Related EPI Listing” (in respect of trade for trade transactions settled in CCASS on a DVP basis) and “Statements of Money Ledger” (in respect of fees and expenses for CCASS services) (see Section 16.6.1) which contain details of the EPIs for debits and credits to their Designated Bank Accounts. In the case of Investor Participants, activity statements will be posted on the CCASS Internet System and activity statements will also be mailed to Investor Participants who have elected to receive their activity statements by mail on the Business Day following the activities to which the activity statement relates (see Section 16.6.2). In the case of SSA Statement Recipients receiving EPI payment, activity statements including the payment details will be posted on the CCASS Internet System and activity statements will also be mailed to SSA Statement Recipients who have elected to receive their activity statements by mail on the Business Day following the payment to which the activity statement relates (see Section 16.6.8). Activity statements will not be mailed to Investor Participants who have not elected to receive their activity statements by mail and such Investor Participants should enquire the details of their activity statements through the CCASS Internet System; and

- (vi) Designated Banks of Participants are required to confirm to HKSCC via their CCASS Terminals (a) the payment status of EPIs affecting Participants other than Investor Participants; and (b) the payment status of debit EPIs affecting Investor Participants, by the times and in the manner as set out in Section 14.5.3.

In addition to the above procedures, Designated Banks must follow the prescribed procedures of the Clearing House of HKAB for each Eligible Currency in relation to EPIs.

14.5.4 Default of payment

As HKSCC's role in relation to money settlement for (i) trade for trade transactions in CCASS on a DVP basis; and (ii) STI Transfers on a DVP basis is merely that of a facilitator, it will not be responsible for any default in payment in relation to trade for trade transactions settled in CCASS or STI Transfers effected in CCASS by Participants. In case of any payment default in relation to trade for trade transactions, the non-defaulting Participant shall notify HKSCC immediately.

Accordingly, Participants themselves have to monitor good payment in relation to money settlement by EPIs.

14.7 CHATS PAYMENT INSTRUCTIONS

14.7.1 Usage

CPIs are used to collect CCASS payments, to effect money settlement between Participants in relation to ISI or SI Transactions to be settled in CCASS on a RDP basis and to effect money settlement of CNS stock positions in relation to China Connect Securities Trades.

FINI CPIs are used to effect money settlement in respect of Electronic Application Instructions for New Issue Shares.

14.7.2 Procedures

The following is a brief description of the procedures relating to CPIs issued by HKSCC:

- (i) generally, on each Business Day, in relation to CCASS transactions to be settled via CPIs, HKSCC will generate a CPI to be issued to the Designated Bank of the paying Participant upon creation with subsequent authorisation of an instruction by the Participant or as instructed by the paying Participant if it has authorised HKSCC to collect CCASS payments via CPIs. The CPI will include inter alia, the money value and the bank account information of the paying Participant and the receiving party;

- (ii) on the day imposed by HKSCC as the deadline for submitting subscription instructions, in relation to subscription instructions involving the collection of subscription monies via CPIs, upon acceptance and processing by HKSCC of the relevant instructions, HKSCC will generate a CPI to be issued to the Designated Bank of the paying Participant. The CPI will include inter alia, the money value and the bank account information of the paying Participant and HKSCC;
- (iii) on each Settlement Day, in relation to ISI and SI Transactions settled on a RDP basis in CCASS, upon its having successfully put on-hold sufficient available shares in the delivering Participant's Stock Account in respect of each such transaction, HKSCC will generate a CPI to be issued to the Designated Bank of the paying Participant. The CPI will include inter alia, the money value and the bank account information of the paying and receiving Participants;
- (iiia) on each Settlement Day, in relation to TSF FX Transactions and/or Stock Release FX Transactions in respect of each TSF CCASS Participant who has authorised HKSCC to collect payments via CPIs, HKSCC as TSF operator will generate CPI(s) to be issued to the Designated Bank of the TSF CCASS Participant. The CPI(s) will include, among others, the money value concerned and the bank account information of the TSF CCASS Participants;
- (iiib) on each Settlement Day, in relation to CNS money obligations of each China Connect Clearing Participant for China Connect Securities Trades and/or surplus cash arising from overpaid cash prepayment on the previous Settlement Day, HKSCC will generate CPI(s) to be issued to the Designated Bank of the China Connect Clearing Participant or a bank designated by HKSCC. The CPI(s) will include, among others, the money value concerned and the bank account information of the China Connect Clearing Participant;
- (iv) the CPIs so generated by HKSCC are transmitted via CCASS Terminals to the Designated Banks of the paying Participants. The Designated Banks of the paying Participants may retrieve the "Electronic CHATS Payment Instruction Report" via CCASS Terminals or Participant Gateways at nine designated times on each Business Day and effect CHATS payments according to the deadline for each type of CCASS payment on the same day on a best effort basis, subject to the close of processing window of CCASS-related CHATS (normally at 7:45 p.m. for RMB and 6:00 p.m. for Eligible Currencies other than RMB);
- (v) the CCASS-related CHATS messages so constructed by Designated Banks will be transmitted online to the clearing house for the relevant Eligible Currency for processing. Special arrangements have been made by HKSCC with the Clearing House of HKAB for each relevant Eligible Currency

pursuant to which each CCASS-related CHATS message will be transmitted by the Clearing House of HKAB for that Eligible Currency to HKSCC for validation before settlement in that Clearing House of HKAB for the relevant Eligible Currency;

- (vi) upon receipt of confirmation of payment in respect of the CPIs from the Clearing House of HKAB for the relevant Eligible Currency, HKSCC will i) update the Money Ledgers of the Participants concerned, if applicable, and the status of the respective CCASS transactions, including, in the case of Securities-on-hold China Connect Securities, the extent the Participants will be allowed to use such China Connect Securities; or ii) for SI / ISI Transactions, effect on-line delivery of the on-hold shares to the relevant receiving Participant's Stock Account. No DDI or EPI will be generated after such settlement;
- (vii) if the relevant payment is not confirmed settled by the Clearing House of HKAB for the relevant Eligible Currency before the specified CCASS cut-off time for real time money settlement (normally at 12:00 noon or 6:00 p.m. as the case may be in accordance with Section 10A.4.5 for payments of CNS money obligations of China Connect Clearing Participants for China Connect Securities Trades, 1:00 p.m. for payments for nominee-related services, 3:00 p.m. for payments relating to TSF FX Transactions and Stock Release FX Transactions, 3:30 p.m. for payments relating to SI / ISI Transactions and other CCASS payments for Eligible Securities other than China Connect Securities, 6:00 p.m. for payments in Eligible Currencies other than RMB relating to SI Transactions in China Connect Securities, 7:45 p.m. for payments in RMB relating to SI Transactions in China Connect Securities) on each Business Day, HKSCC will i) not give effect to or process or settle the relevant CCASS transaction, ia) not allow China Connect Clearing Participants to use the Securities-on-hold China Connect Securities, ii) for TSF FX Transactions or Stock Release FX Transactions, take such action as it considers necessary to adjust, amend or reverse the FX transactions pursuant to Sections 12A.6 and 12A.8 or, iii) for SI/ISI Transactions, release the on-hold shares to the delivering Participant for other settlement purposes, as appropriate;
- (viii) if the relevant payment is confirmed settled and paid to HKSCC's bank account (for CCASS transactions other than SI / ISI Transactions) at any time after the specified CCASS cut-off time for real time money settlement on each Business Day, HKSCC will arrange to refund the relevant payment to the relevant Participant on the same Business Day via DCIs; and
- (ix) the status of CPIs can be enquired online via CCASS Terminals. Designated Banks and Participants other than Investor Participants can access, via their

CCASS Terminals or Participant Gateways, their CCASS Reports (e.g. their Settlement Reports) to obtain details of the CPIs.

The procedures relating to FINI CPIs issued by HKSCC are set out in the FINI User Guide.

Unsettled CPIs on a Business Day or Mainland Business Day will be purged at the end of such day by HKSCC.

In addition to the above procedures, Designated Banks must follow the prescribed procedures of the Clearing House of HKAB for each Eligible Currency in relation to money settlement of CPIs.

14.7.4 Hours of CPI services

The facility of CPI service is available for use on each Business Day starting from the hours of 9:30 a.m. until 6:00 p.m. for Eligible Currencies other than RMB and until 7:45 p.m. for RMB. HKSCC will periodically generate the “Electronic CHATS Payment Instruction Report” via the CCASS Terminals or Participant Gateways to Designated Banks of paying Participants at the following time schedule: 9:30 a.m. (after), 10:30 a.m. (after), 11:00 a.m. (after), 12:00 noon (after), 2:00 p.m. (after), 4:45 p.m. (after), 5:30 p.m. (after), 6:15 p.m. (after) and 7:00 p.m. (after).

The facility of FINI CPI service is available for use by the relevant FINI users in accordance with the FINI Terms and Conditions and the FINI User Guide.

Section 15

Enquiry Services

15.1 ENQUIRY SERVICES

Details of the enquiry services provided by CCASS, the operational steps for utilising these services and the descriptions of the enquiry screens, are set out in the CCASS Terminal User Guide.

Investor Participants may access the enquiry service of HKSCC via the CCASS Phone System or the CCASS Internet System or at the Customer Service Centre.

Upon authorization by a Clearing Participant or a Custodian Participant under Section 3.4A, HKSCC will allow the SSA Statement Recipient to access the enquiry functions in relation to the relevant SSA with Statement Service via the CCASS Phone System or the CCASS Internet System.

Details of the enquiry services provided by Synapse and the operational steps for

utilising these services are set out in the Synapse User Guide.

Details of the enquiry services provided by FINI, the operational steps for utilising these services and the descriptions of the enquiry screens, are set out in the FINI User Guide.

15.2 USE OF VARIOUS ENQUIRY FUNCTIONS AVAILABLE

The various enquiry functions provided by CCASS that are available for access and the purpose of accessing each such function are set out below:

(i) Available to Participants other than Investor Participants:

- (a) “Enquire SI” function: to enquire about the details and status of SIs;
- (b) “Enquire Due/Overdue Positions” function: to enquire about the summary/details of an Eligible Security's due/overdue positions. This function helps prepare for settlement;
- (c) “Enquire Stock Account Balance” function: to enquire about the balances of all Eligible Securities in a Participants Stock Accounts. This function helps Participants check whether there is sufficient quantity of a particular Eligible Security in their Stock Accounts for settlement purposes;
- (d) “Enquire Stock Account Movement” function: to enquire about the movement activities for any Eligible Security occurring on the current Settlement Day and up to one calendar month ago;
- (e) “Enquire Settlement Activity” function: to enquire about the settlement activities for all stock positions which have been settled on the current Settlement Day;
- (f) “Enquire Money Position/Instruction” function: to enquire about the money positions due to or from HKSCC (in respect of CNS positions), due to or from other Participants (in respect of SI Transactions) or money positions in Eligible Securities other than China Connect Securities due to or from other Participants (in respect of ISI Transactions and Isolated Trades); or to enquire about the money settlement instructions issued by HKSCC on the current Settlement Day or money settlement instructions due from SSA Statement Recipients to the Participants (in respect of STI Transfers) on the current Business Day. The money positions for China Connect Securities show the aggregate amounts of all the China Connect Markets. This function is designed to help Participants to plan their funding arrangements;

- (g) “Enquire Participant List” function: to enquire about a list of Participants IDs and short names (see the CCASS Terminal User Guide for details) and Participants’ Bank Identification Codes (BIC), if available. This function is of particular use when inputting data which requires another Participant's ID and name;
- (h) “Enquire Stock List” function: to enquire about a list of International Securities Identification Number (ISIN) Codes and stock codes for data entry and enquiry functions;
- (i) “Enquire Broadcast Message” function: to enquire about CCASS's broadcast messages which are released to all Participants and Designated Banks;
- (j) “Enquire Announcement Information” function: to enquire about the details of corporate actions for effecting nominee transactions in CCASS such as the subscription of rights shares, shares under open offers, warrant conversion, take-over offers;
- (k) “Enquire Election Instruction” function: to enquire about the details of instructions on election of option;
- (l) “Enquire Subscription Instruction” function: to enquire about the details of instructions on subscription of relevant Eligible Securities;
- (m) “Enquire Corporate Voting Instruction” function: to enquire about the details of voting instructions on relevant number of Eligible Securities to be voted at the relevant meetings;
- (n) “Enquire Login Withdrawal Order” function: to enquire about the details of withdrawal orders;
- (o) “Enquire Mass ATI/Mass STI” function: to enquire about the details of mass account transfer instruction and mass Stock Segregated Account Transfer Instruction;
- (p) “Enquire Unmatched SI Reason” function: to enquire about the details and reasons of unmatched SIs. This function helps Participants follow up with their counterparties;
- (q) Repealed
- (r) “Enquire Collateral Effective Haircut and Valuation Price” function: to

enquire about the haircut ratio and valuation price of each collateral instrument in effect from time to time;

- (ra) “Enquire Exchange Rate and Haircut” function: to enquire about the currency exchange rate and haircut ratio used in valuation of Collateral from time to time;
- (rb) “Enquire Collateral Account Balance” function: to enquire about the detailed information about each collateral instrument in selected CCMS Collateral Account;
- (rc) “Enquire Collateral Account Movement” function: to enquire about the movements of each collateral instrument in selected CCMS Collateral Account on the current day and the past 30 days;
- (rd) “Enquire Collateral Inventory” function: to enquire about the total quantity or value of each collateral instrument in CCMS;
- (re) “Enquire Interest Calculation Result/Accommodation Fee” function: to enquire about daily accrued interest amount posted to each CCMS Collateral Account on the current day and the past 30 days;
- (rf) “Enquire Preferred Single Settlement Currency” function: to enquire about the Eligible Currency selected by a Participant for the settlement of Marks, Margin and Collateral;
- (rg) “Enquire Specific Cash Collateral” function: to enquire about the details of the Specific Cash Collateral instruction input by a Participant;
- (rh) “Enquire Specific Cash Collateral Movement” function: to enquire about the movement of the Specific Cash Collateral;
- (s) “Enquire Corporate Communications Event” function: to enquire about the details of corporate communications events;
- (t) “Enquire Recipient Master” function: to enquire about the details of Recipients maintained by a Participant in CCASS;
- (u) “Enquire Event Recipient List” function: to enquire about the list of Recipients designated by a Participant for a corporate communications event;
- (v) “Enquire ISI” function: to enquire about the details and status of ISIs;

- (w) “Enquire Payment Instruction” function: to enquire about the details of CPIs generated in CCASS for money obligations to be settled via CPIs, e.g. CNS money obligations for China Connect Securities, SI / ISI Transactions to be settled on a RDP basis. This function allows the paying Participant to obtain the bank account details of the beneficiary, e.g. the delivering Participant for SI / ISI Transactions, in the event that the paying Participant wishes to instruct a bank other than its Designated Bank to effect payment of a CPI;
- (x) “Enquire Reported Lost Certificate” function: to enquire about the details of the share certificates which were reported to have been lost since CCASS commenced operations. The information is for reference only. HKSCC, the Exchange, and a recognized exchange controller which is the controller of HKSCC do not warrant the accuracy or completeness of the information made available and accepts no liabilities (whether in tort or contract or otherwise) for any loss, direct or indirect, arising to any person relying upon the information;
- (y) “Enquire Lending Position” function: to enquire about the details of outstanding Compulsory Stock Borrowing Transactions;
- (z) “Enquire Stock Borrowing Information” function: to enquire about the summary of new and outstanding stock loans made in CCASS and total holdings Eligible Securities available for borrowing in CCASS;
- (aa) [Repealed]
- (ab) [Repealed]
- (ac) [Repealed]
- (ad) “Enquire Authorised Tender Announcement” function: to enquire about the details of Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments in respect of which Tender Instructions may be given;
- (ae) “Enquire Tender Instruction” function: to enquire about the details of Tender Instructions input by a Participant;
- (af) “Enquire Tender Result” function: to enquire about the results of tenders for Exchange Fund Notes or Specified Instruments or the results of applications for Government Bonds or CMU Instruments and about refunds;

- (ag) “Enquire Corporate Representative/Proxy” function: to enquire about the details and status of corporate representative/proxy instructions input by a Participant;
- (ah) “Enquire Cash Prepayment / TSF Payment Standing Instruction” function: to enquire about the status and details of any Cash Prepayment Standing Instruction and/or TSF Payment Standing Instruction input by a Participant;
- (ai) “Enquire Cash Prepayment Instruction” function: to enquire about the details of any Cash Prepayment Instruction input by a Clearing Participant or a Clearing Agency Participant or generated by HKSCC on behalf of a Clearing Participant or a Clearing Agency Participant;
- (aj) “Enquire Buy-in Confirmation” function: to enquire about the details of Buy-in executed by HKSCC;
- (ak) “Enquire User Profile” function: to enquire about the access rights to CCASS of each Authorised User and the Administration Rights of each Delegated Administrator of a Participant;
- (al) “Get Authorisation Code” function: for Delegated Administrator of a Participant who is acting as a checker to enquire about the Authorisation Code assigned to him;
- (am) “Enquire ISI (with affirmation) Counterparty List” function: which allows the Participant to enquire counterparty records in the ISI (with affirmation) Counterparty List;
- (an) “Enquire ISI (without affirmation) Counterparty List” function: which allows the Participant to enquire counterparty records in the ISI (without affirmation) Counterparty List;
- (ao) “Enquire Hide Unmatched SI Content Counterparty List” function: to enquire about the status and details of the SI counterparties maintained through the "Hide Unmatched SI Content Counterparty List" function;
- (ap) [Repealed]
- (aq) “Enquire Stock Segregated Account” function: to enquire about the account information of an SSA with Statement Service or a Special Segregated Account;
- (ar) “Enquire Intra-day Payment Standing Instruction” function: to enquire

about the status and details of any Intra-day Payment Standing Instruction of a Participant;

- (as) “Enquire Intra-Day Payment Summary” function: to enquire about the details of Intra-day Payment Instruction issued by HKSCC on the current day;
- (at) “Enquire STI” function: to enquire about the details and status of STIs;
- (au) “Enquire Issuer Announcement” function: to enquire the information about announcements of listed issuers published on HKEX website;
- (av) “Enquire GCP/NCP Mapping” function: to enquire about the details of the GCP designated by any NCCCP in accordance with the relevant Rules and the Clearing Agreement entered into between the GCP and an NCCCP;
- (aw) “Enquire Deleted SI” function: to enquire about the details of current day deleted SIs;
- (ax) “Enquire Nominee Payment (Evening) Standing Instruction” function: to enquire about the status and details of any Nominee Payment (Evening) Standing Instruction of a Participant;
- (ay) “Enquire Inter-counter Transfer/Conversion Instruction” function: to enquire about the status and details of any Multi-counter Transfer / Parallel Trading Conversion Instruction maintained on current day;
- (az) [Repealed]
- (ba) “Enquire Sellable Balance Adjustment Request” function: to enquire about the details of any sellable balance adjustment request due to SPSA Delivery Failure input by a China Connect Clearing Participant on current day; and
- (bb) “Enquire Shareholding Category Disclosure” function: to enquire about the details of any Shareholding Category Disclosure made in respect of China Connect Securities.

(ii) Available to Investor Participants via the CCASS Phone System:

- (a) "Stock Balance Enquiry": to enquire about the current ledger and available stock balance;

- (b) "ISI Activities Done on Current Day Enquiry": to enquire about the details of ISIs and settlement activities done on current day;
- (c) "Nominees Instruction Done on Current Day Enquiry": to enquire about the details of subscription, dividend election and voting instructions done on current day;
- (d) "Corporate Action Deadline Enquiry": to enquire about the details of subscription, dividend election and voting deadlines in effect;
- (e) "ISI Money Obligation Enquiry": to enquire about the settled and unsettled ISI money obligations to be settled in CCASS on a DVP basis;
- (f) [Repealed]
- (g) [Repealed]
- (h) [Repealed]
- (i) "Tender Announcement Enquiry": to enquire about the details of Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments in respect of which Tender Instructions may be given;
- (j) "Tender Instruction Done Enquiry": to enquire about the details of Tender Instructions input by an Investor Participant; and
- (k) "Tender Result Enquiry": to enquire about the details of results of tenders for Exchange Fund Notes, Specified Instruments or results of applications for Government Bonds or CMU Instruments and about refunds.
- (l) [Repealed]

(iii) Available to Investor Participants via the CCASS Internet System:

- (a) "Enquire Stock Balance": to enquire about the current ledger and available stock balance;
- (b) "Enquire ISI Done": to enquire about the details of ISIs and settlement activities done on current day and the past 10 settlement days;
- (c) "Enquire Subscription Instruction": to enquire about the details of subscription instructions done on current day and the past 31 calendar days;

- (d) “Enquire Dividend Election Instruction”: to enquire about the details of dividend election instructions done on current day and the past 31 calendar days;
- (e) “Enquire Voting Instruction”: to enquire about the details of voting instructions done on current day and the past 31 calendar days;
- (f) "Enquire Corporate Activities": to enquire about the details of various corporate activities such as subscription, dividend election, voting, etc.;
- (g) "Enquire ISI Money Obligation": to enquire about the settled and unsettled ISI money obligations to be settled in CCASS on a DVP or RDP basis;
- (h) [Repealed]
- (i) [Repealed]
- (j) “Enquire Tender Announcement”: to enquire about the details of Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments in respect of which Tender Instructions may be given;
- (k) “Enquire Tender Instruction” function: to enquire about the details of Tender Instructions input by an Investor Participant on current day and the past 31 calendar days. When information is received from the issuer, the results of tenders for Exchange Fund Notes or Specified Instruments, the results of applications for Government Bonds or CMU Instruments and any refund information will also be provided via this function;
- (l) “Enquire IP Statement” function: to enquire about the details of the activity statements generated in the past 31 calendar days and the monthly statements generated in the past two months;
- (m) "Enquire ISI Counterparty List" function: to enquire the details of the ISI (without affirmation) Counterparty List and the ISI (with affirmation) Counterparty List, if applicable, maintained with CCASS by the Investor Participants;
- (n) “Enquire Issuer Announcement” function: to enquire the information about announcements of listed issuers published on HKEX website; and
- (o) “Enquire Internet Account Profile” function: to enquire the internet account details of the Investor Participants.

(p) [Repealed]

Section 16

Statements and Reports

16.1 STATEMENTS AND REPORTS AVAILABLE

CCASS and RMS will generate statements and reports for Participants other than Investor Participants and Designated Banks throughout the day after completion of different processes as set out in Section 16.6.1, Section 16.6.1A and Section 16.7. Where a report is stated in Section 16.6.1, Section 16.6.1A or Section 16.7 to be available “daily”, the report will be available on each Business Day or Mainland Business Day only and will not be available on a Saturday unless expressly stated otherwise. Further, full descriptions of the information contained in the reports for Participants other than Investor Participants and Designated Banks are set out in the CCASS Terminal User Guide for Participants, the RMS Guide and the CCASS Terminal User Guide for Designated Banks.

Participants other than Investor Participants and Designated Banks may retrieve such reports through their CCASS Terminals or Participant Gateways or RMS (see Section 16.3).

In the event that a Clearing Participant or a Custodian Participant authorises HKSCC to furnish statements and reports relating to SSA with Statement Service to SSA Statement Recipients, such statements and reports are to be made available by HKSCC as set out in Section 16.8.

Investor Participants will receive statements from HKSCC relating to activities and balances of their Stock Accounts as described in Section 16.6.2.

In relation to Synapse, the details regarding various statements and reports that are to be made available by HKSCC to Synapse Users are set out in the Synapse User Guide.

In relation to FINI, the details regarding various statements and reports that are to be made available by HKSCC to FINI CP Users and other FINI users are set out in the FINI User Guide.

16.6 REPORTS AND STATEMENTS FOR PARTICIPANTS

16.6.1 Reports and Statements for Participants other than Investor Participants to be retrieved from CCASS Terminals or Participant Gateways

Report ID	Report name	Frequency	Time available
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CEPAA01	New Issues Application Input Activity Report	Daily (including Saturday)	from the time when the report retrieval function is available (for previous day's Tender Instruction maintenance activities)
CEPAB01	New Issues Application Input Activity Report	Daily (including Saturday)	shortly after 11:30 a.m. (for current day's Tender Instruction maintenance activities as of the report generation time)
CEPBE01	New Issues Entitlement Report	Daily (including Saturday)	from the time when the report retrieval function is available (for previous day's entitlement updates of Tender Instructions)

16.6.2 Statements for Investor Participants

An activity statement will be posted on and available to Investor Participants via the CCASS Internet System. The activity statement will also be sent to an Investor Participant who has elected to receive the activity statement by mail on the Business Day after (a) input of any instructions by the Investor Participant relating to nominees and settlement activities, or (b) receipt of benefit distribution, or (c) there is any movement in the Eligible Securities under the Stock Account of the Investor Participant. The following sections are included in the activity statement :

- (i) Stock Movement Section : Stock movements on the Stock Account are listed.
- (ii) Payment Summary Section: DDIs, DCIs, CPIs and EPIs effected are listed with the details of the payment.
- (iii) Activity Section : Settlement, entitlement distribution, subscription, entitlement election, corporate voting and ISI counterparty list activities are listed.
- (iv) [Repealed]
- (v) Tendering Section : Tender Application details and allotment results are shown.
- (vi) Reminder Section : Reminders on corporate actions are shown.

In addition, a monthly statement will be posted on and available to Investor Participant via the CCASS Internet System. The monthly statement will also be sent

to an Investor Participant who has elected to receive the monthly statement by mail. The monthly statement will contain details of the money ledger and stock account movements of the Investor Participant for the past month, the billing details and balances of all the stocks in the Stock Accounts of the Investor Participant, and include the following sections:

- (i) Fee Summary Section : The total fees to be debited from the Investor Participant's designated bank account and the calculation of minimum usage fee shortfall are shown.
- (ii) Stock Balance Section : The stock balances, reference value of the stocks and calculation of custody fee are shown.
- (iii) Stock Movement Section : The movement of stock during the past month are listed.
- (iv) Money Ledger Section : The money ledger movements on settlement account, entitlement account, billing account and miscellaneous account are listed.
- (v) Scrip Fee Calculation Section : Detail calculation of scrip fee is shown.
- (vi) SMS Message Summary Section : List the number of messages sent by message type.
- (vii) Reminder Section : Reminders on corporate actions are shown.

Investor Participants may apply to the Customer Service Centre for re-prints of previous activity statements and monthly statements at a fee specified by HKSCC from time to time.

The hardcopies of the activity and monthly statements will not be sent to an Investor Participant who has not elected to receive the statements by mail. However, Investor Participants should enquire the details of such statements through the CCASS Internet System.

16.9 ERRORS

Participants other than Investor Participants and Designated Banks should report immediately to HKSCC in respect of any errors found in CCASS reports and statements specified in this section. Investor Participants should report immediately to HKSCC in respect of any errors found in any CCASS statements.

Participants which are Synapse Users should report immediately to HKSCC in respect of any errors found in Synapse Reports and statements.

Participants which are FINI CP Users should report immediately to HKSCC in respect of any errors found in FINI Reports and statements in accordance with the procedures set out in the FINI User Guide.

For the avoidance of doubt, HKSCC will not entertain any notification of error or omission in any advice, statement or report or any request to rectify any error or omission in any advice, statement or report from any person other than a Participant or a Designated Bank.

Section 17

Suspension of Services

17.1 GENERAL

Under the Rules, if in the opinion of HKSCC the functioning of a System or the services and facilities that it provides in relation to Eligible Securities and China Connect Securities or the settlement and/or clearance of Foreign Securities held by an Appointed Depository is or is likely to be impaired by any event or circumstances, HKSCC may suspend the whole or any part of the operations of the System or the CCASS Depository or the relevant services and facilities to Participants, for such duration as it sees fit.

In the event of any situation arising which warrants action, HKSCC may suspend its operation and may also change the operational and service schedule as described in Section 6.

This Section explains in some detail the procedures which HKSCC will adopt in relation to CCASS when a Typhoon Signal No. 8 or above is hoisted or lowered, when Extreme Conditions are announced or cancelled or when a Black Rainstorm Warning is issued or cancelled. In other similar cases, HKSCC will notify Participants, Designated Banks, the China Connect Clearing Houses, the Exchange and the Commission in relation to any action or procedures to be adopted, in the event HKSCC decides to suspend any other System or any other services or facilities relating to Eligible Securities and China Connect Securities or the settlement and/or clearance of Foreign Securities held by an Appointed Depository.

The procedures in relation to suspension of FINI services are set out in the FINI Terms and Conditions and the FINI User Guide.

17.2 TYPHOONS AND EXTREME CONDITIONS

17.2.5 Nominee services

Nominee and similar services available to Participants other than Investor Participants will normally cease fifteen minutes after a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced and will normally resume two hours after the Typhoon Signal is lowered and Extreme Conditions are cancelled (where applicable) at or before 12:00 noon on a Business Day. If the Typhoon Signal is still hoisted or Extreme Conditions are still in force at 12:00 noon on a Business Day, no such nominee or similar services will be provided by HKSCC for that day.

Nominees and similar services available to Investor Participants via the CCASS Phone System and the CCASS Internet System will continue to be available for use by Investor Participants in accordance with their normal service hours after a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced. However, the subscription instructions input during the period when the Typhoon Signal is hoisted or Extreme Conditions are announced will only be processed by CCASS after the Typhoon Signal is lowered and Extreme Conditions are cancelled (where applicable) and when normal CCASS and CCASS Depository services and facilities resume.

Voting services available to SSA Statement Recipients for the account of Clearing Participants or Custodian Participants via the CCASS Phone System and the CCASS Internet System will continue to be available for use by SSA Statement Recipients for the account of Participants in accordance with their normal service hours after a Typhoon Signal No.8 or above is hoisted or Extreme Conditions are announced.

If a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced at any time between 8:00 a.m. and 9:00 a.m. on a Business Day, any nominee-related instructions other than Electronic Application Instructions for New Issue Shares and Tender Instructions already inputted by Participants and SSA Statement Recipients for the account of Clearing Participants or Custodian Participants at any time before 9:00 a.m. on the day will not be recognized or accepted by HKSCC and Participants and SSA Statement Recipients will have to re-input such instructions upon resumption of the nominee services.

In relation to China Connect Securities, if a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced before 9:00 a.m. and the Typhoon Signal remains hoisted or Extreme Conditions are still in force at 12:00 noon on a Business Day, and if such day falls on the deadline stipulated by HKSCC to collect any nominee-related instructions from Participants, Participants are required to submit manual instructions to HKSCC in order to participate in the relevant corporate actions. Such manual instructions have to be given in the manner as determined by HKSCC announced through Broadcast Messages.

In relation to China Connect Securities, if a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced on any Business Day such that no clearing services of the Clearing House of HKAB for any Eligible Currency will be available

with respect to CCASS money settlement instructions, and if such day falls on the deadline stipulated by HKSCC to collect any subscription instructions in respect of a rights issue, Participants which have submitted their subscription instructions should place HKSCC in funds by 10:30 a.m. on the next Business Day together with proof of payment (such as the bank pay-in slip with details of the relevant Participant, including its Participant ID, the relevant stock code and the subscription money paid). Failure to place HKSCC in funds by 10:30 a.m. on the next Business Day may result in HKSCC not giving effect to such subscription instructions.

In relation to Eligible Securities listed on the Exchange which are subject to book-close dates or record date without book closure, the last registration day (and the latest time) before book-close or record date to submit Eligible Securities for registration to qualify for corporate entitlements may be extended in certain circumstances and accordingly, the latest time by which Participants may deposit Eligible Securities into CCASS to qualify for the relevant corporate entitlements through CCASS may also be extended (as well as the period during which no further deposits or withdrawals of relevant Eligible Securities will be allowed). The position in general is explained further below :

- (i) if a Typhoon Signal No. 8 or above is lowered and Extreme Conditions are cancelled (where applicable) between 9:00 a.m. and 12:00 noon on the last registration day before book-close or record date (or in the case of Debt Securities in bearer form, on the CCASS Record Date imposed by HKSCC), the latest time for submission of relevant Eligible Securities for registration will, under the Exchange's Listing Rules, be extended from 4:00 p.m. to 5:00 p.m. In such a case, the time limit for deposits and withdrawals of relevant Eligible Securities by Participants will also be extended from the normal 12:00 noon to 2:30 p.m. on that day (i.e. the last registration day before book-close or record date, or the CCASS Record Date imposed by HKSCC, as the case may be);
- (ii) if a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced between 3:00 p.m. and 4:00 p.m. on the last registration day before book-close or record date (or in the case of Debt Securities in bearer form, on the CCASS Record Date imposed by HKSCC) but the Typhoon Signal is lowered and Extreme Conditions are cancelled (where applicable) at or before 9:00 a.m. on the next Business Day, then under the Exchange's Listing Rules, the latest time for submission of relevant Eligible Securities for registration will be extended to 12:00 noon on the following Business Day (or 5:00 p.m., if the Typhoon Signal is only lowered and Extreme Conditions are only cancelled (where applicable) between 9:00 a.m. and 12:00 noon on that following Business Day). In such a case, the normal CCASS deadline of 12:00 noon for deposit and 2:00 p.m. for withdrawal on the original last registration day before book-close or record date (or on the CCASS Record Date imposed by HKSCC,

as the case may be) for the purpose of participating in relevant corporate entitlements through CCASS will remain but no deposits or withdrawals of relevant Eligible Securities into or out of CCASS will be allowed until 12:00 noon on the following Business Day (or for the rest of the following Business Day, if the Typhoon Signal is lowered and Extreme Conditions are cancelled (where applicable) between 9:00 a.m. and 12:00 noon on that day); and

- (iii) in other cases where under the Exchange's Listing Rules the last registration day before book-close or record date (or in the case of Debt Securities in bearer form, the CCASS Record Date imposed by HKSCC) is extended to 4:00 p.m. on the following Business Day, the normal CCASS deadline of 12:00 noon for deposit and 2:00 p.m. for withdrawal on the original last registration day before book-close or record date (or on the CCASS Record Date imposed by HKSCC, as the case may be) for the purpose of participating in relevant benefits entitlements through CCASS will also be extended to 12:00 noon on that following Business Day and, thereafter for the rest of that day, no further deposits and withdrawals of Eligible Securities into or out of CCASS will be allowed.

In relation to the giving of instructions by Investor Participants and electronic instruction inputs by Participants other than Investor Participants which are subject to stipulated deadlines, if at any time before the deadline on the last day for giving or inputting instructions by Participants, a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced, the original deadline for giving or inputting such instructions may, at the sole discretion of HKSCC be extended. In such case, HKSCC shall notify Participants as to such extension through the Broadcast Message function via CCASS Terminals and Participant Gateways and through the CCASS Phone System and the CCASS Internet System.

In relation to Exchange Fund Notes, Government Bonds, Specified Instruments and CMU Instruments, if at any time before the deadline on the last day for inputting Tender Instructions by Participants, a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced, the deadline for inputting such Tender Instructions may, at the sole discretion of HKSCC, be extended beyond the original deadline on that day. In such case, HKSCC shall notify Participants as to such extension through the Broadcast Message function via CCASS Terminals and Participant Gateways and through the CCASS Phone System and the CCASS Internet System.

Late instructions given or inputted by a Participant will result in such Participant not receiving nominee services provided by HKSCC in relation to the corporate actions or activities concerned.

In relation to corporate activities from which receivable items regarding interest

accruing to Eligible Debt Securities (except Exchange Fund Notes, Government Bonds, Specified Instruments and CMU Instruments) will be generated, the following procedures will usually apply:

- (i) if a Typhoon Signal No. 8 or above remains hoisted or Extreme Conditions remain in force at any time between 9:00 a.m. and 12:00 noon on any Business Day which is between the last registration day before book-close or record date and the interest payment day (or at a date which is between the CCASS Record Date imposed by HKSCC for the determination of interest entitlement and the interest payment day), the related interest receivables may be adjusted with reference to the announcements made by the Debt Securities issuers; and
- (ii) if a Typhoon Signal No. 8 or above remains hoisted or Extreme Conditions remain in force at any time between 9:00 a.m. and 12:00 noon on a Business Day, the interest receivables in relation to Debt Securities conversion/redemption instructions input on the Business Day next preceding the typhoon or Extreme Conditions day may be adjusted according to the interest amount to be distributed by the Debt Securities issuers.

In relation to Exchange Fund Notes, Government Bonds, Specified Instruments and CMU Instruments, if a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are announced at any time on the interest payment date or redemption date as specified by HKMA or the issuer of the Specified Instruments or the issuer of the CMU Instruments or the arranger of their issue (as the case may be), the payment of interest or, as the case may be, redemption monies plus interest will be made on the Business Day immediately succeeding the interest payment date or, as the case may be, redemption date which will then be deemed to be the interest payment date or redemption date, as the case may be. All subsequent interest payment and redemption dates for the issue will remain unchanged. Interest payable will, subject to its being so adjusted by the HKMA or the relevant issuer of the Specified Instruments or the relevant issuer of the CMU Instruments or the arranger of their issue (as the case may be), be adjusted to include interest accrued during the period from the originally expected date of payment to the actual date of payment.

In relation to subscription instructions and Tender Instructions of Investor Participants which are pending Designated Banks' confirmation that any DDIs relating thereto cannot be effected and such confirmation is delayed or affected as a result of a Typhoon Signal No. 8 or above being hoisted or Extreme Conditions being announced, the following procedures will usually apply:

- (i) if the tender day or expiry day or the last registration day before book-close or record date falls on the Business Day of resumption of CCASS services, HKSCC reserves the right not to give effect to the relevant instructions. However, if HKSCC effects the instructions on the same day, HKSCC shall be

entitled to withhold the distribution of the entitlements until it has received sufficient monies for such purposes. Without prejudice to any rights it may have at law, HKSCC shall be entitled to sell or apply the securities or cash subscribed for by HKSCC to cover any shortfall and any administrative costs of HKSCC; and

- (ii) if the expiry day or the last registration day before book-close or record date falls on a day after the Business Day of resumption of CCASS services, HKSCC will cause subscription to be made on the Business Day following the day of receipt of Designated Bank confirmation that the DDIs concerned are not rejected.

In relation to Electronic Application Instructions for New Issue Shares affected as a result of a Typhoon Signal No. 8 or above being hoisted or Extreme Conditions being announced, the following procedures will usually apply:

- (i) [Repealed]
- (ii) if a Typhoon Signal No. 8 or above is hoisted or Extreme Conditions are in force at any time between 9:00 a.m. and 12:00 noon on a Business Day which is a last application day, the last application day will be postponed (unless otherwise decided by the relevant Issuer) to the next Business Day which does not have such Typhoon Signal and Extreme Conditions in force at any time between 9:00 a.m. and 12:00 noon or such other day as specified by the relevant Issuer. If the last application day is postponed, the deadline for application on the last application day will remain at 12:00 noon unless otherwise specified by the relevant Issuer.

17.3 RAINSTORMS

17.3.5 Nominee services

Nominee and similar services for Participants other than Investor Participants will remain available if a Black Rainstorm Warning is issued at or after 9:00 a.m. on any Business Day. If a Black Rainstorm Warning is issued before 9:00 a.m. and is cancelled at or before 12:00 noon on any Business Day, such nominee and similar services will normally resume two hours thereafter. When a Black Rainstorm Warning is issued before 9:00 a.m. and remains in effect at 12:00 noon on any Business Day, no such nominee or similar services will be provided by HKSCC for that day.

Nominees and similar services for Investor Participants provided by the CCASS Phone System and the CCASS Internet System will continue to be available for use by Investor Participants in accordance with their normal service hours even if a Black Rainstorm Warning is issued. However, if a Black Rainstorm Warning is issued

before 9:00 a.m., the subscription instructions inputted during the period when a Black Rainstorm Warning is issued will only be processed by CCASS after the Warning is cancelled and when normal CCASS and CCASS Depository services and facilities resume.

Voting services for SSA Statement Recipients for the account of Clearing Participants or Custodian Participants provided by the CCASS Phone System and the CCASS Internet System will continue to be available for use by SSA Statement Recipients for the account of Participants in accordance with their normal service hours even if a Black Rainstorm Warning is issued.

If Black Rainstorm Warning is issued at any time between 8:00 a.m. and 9:00 a.m. on a Business Day, any nominee-related instructions other than Electronic Application Instructions for New Issue Shares and Tender Instructions already input by Participants and SSA Statement Recipients for the account of Clearing Participants or Custodian Participants at any time at or before 9:00 a.m. on the day will not be recognized or accepted by HKSCC and Participants and SSA Statement Recipients will have to re-input such instructions upon resumption of the nominee services.

In relation to China Connect Securities, if a Black Rainstorm Warning is issued before 9:00 a.m. and remains in effect at 12:00 noon on a Business Day, and if such day falls on a deadline stipulated by HKSCC to collect any nominee-related instructions from Participants, Participants are required to submit manual instructions to HKSCC in order to participate in the relevant corporate actions. Such manual instructions have to be given in the manner as determined by HKSCC announced through Broadcast Messages.

In relation to China Connect Securities, if a Black Rainstorm Warning is issued on any Business Day such that no clearing services of the Clearing House of HKAB for any Eligible Currency will be available with respect to CCASS money settlement instructions, and if such day falls on the deadline stipulated by HKSCC to collect any subscription instructions in respect of a rights issue, Participants which have submitted their subscription instructions should place HKSCC in funds by 10:30 a.m. on the next Business Day together with proof of payment (such as the bank pay-in slip with details of the relevant Participant, including its Participant ID, the relevant stock code and the subscription money paid). Failure to place HKSCC in funds by 10:30 a.m. on the next Business Day may result in HKSCC not giving effect to such subscription instructions.

In relation to Eligible Securities listed on the Exchange which are subject to book-close dates or record date without book-closure, the last registration day (and the latest time) before book-close or record date to submit Eligible Securities for registration to qualify for corporate entitlements may be extended in certain circumstances and accordingly, the latest time by which CCASS Participants may

deposit Eligible Securities into CCASS to qualify for the relevant corporate entitlements through CCASS may also be extended (as well as the period during which no further deposits or withdrawals of relevant Eligible Securities will be allowed). The position in general is explained further below:

- (i) if a Black Rainstorm Warning is issued before 9:00 a.m. and is cancelled at or before 12:00 noon on the last registration day before book-close or record date, the latest time for submission of relevant Eligible Securities for registration will, as stipulated under the Exchange's Listing Rules, be extended from 4:00 p.m. to 5:00 p.m.. In such case, the time limit for deposits and withdrawals of relevant Eligible Securities by CCASS Participants will also be extended from the normal 12:00 noon to 2:30 p.m. on that day (i.e. the last registration day before book-close or record date);
- (ii) if a Black Rainstorm Warning is issued at or after 9:00 a.m. on the last registration day before book-close or record date, then as stipulated under the Exchange's Listing Rules, the latest time for submission of relevant Eligible Securities for registration will remain at 4:00 p.m. on that day. In such case, the normal CCASS deadline of 12:00 noon on the last registration day before book-close or record date (for the purpose of participating in relevant corporate entitlements through CCASS) will remain; and
- (iii) in other cases where as stipulated under the Exchange's Listing Rules the latest time for submission of the relevant Eligible Securities for registration on the last registration day before book-close or record date is extended to 4:00 p.m. on the following Business Day (where a Black Rainstorm Warning is issued before 9:00 a.m. and remains in effect at 12:00 noon on the last registration day), the normal CCASS deadline of 12:00 noon on the original last registration day before book-close or record date (for the purpose of participating in relevant benefits entitlements through CCASS) will also be extended to 12:00 noon on the following Business Day and, thereafter for the rest of that day, no further deposits and withdrawals of relevant Eligible Securities into or out of CCASS will be allowed.

The stipulated deadline for the giving of instructions by Investor Participants and electronic instructions inputted by other Participants shall not normally be affected by the event of a Black Rainstorm Warning except where it will not be possible to implement such deadline. In such case, HKSCC shall notify Participants as to the arrangement through Broadcast Message and through the CCASS Phone System and the CCASS Internet System as soon as practicable.

Late instructions given of inputted by a Participant will result in such Participant not receiving nominee services provided by HKSCC in relation to the corporate actions or activities concerned.

In relation to corporate activities from which receivable items regarding interest accruing to eligible Debt Securities will be generated, the following procedures will usually apply:

- (i) if a Black Rainstorm Warning remains in effect between 9:00 a.m. and 12:00 noon at a date which is between the last registration day before book-close or record date and the interest payment date (or between the CCASS Record Date imposed by HKSCC for the determination of interest entitlement and the interest payment day), the related interest receivables may be adjusted with reference to the announcements made by the Debt Securities issuers; and
- (ii) if a Black Rainstorm Warning remains in effect between 9:00 a.m. and 12:00 noon on a Business Day, the interest receivables in relation to Debt Securities conversion/redemption instructions input on the Business Day next preceding the rainstorm day may be adjusted according to the interest amount to be distributed by the Debt Securities issuers.

In relation to subscription instructions of Investor Participants which are pending Designated Banks' confirmation that any DDIs relating thereto cannot be effected and such confirmation is delayed or affected by the event of a Black Rainstorm Warning, the following procedures will usually apply:

- (i) if the expiry day or the last registration day before book-close or record date falls on the Business Day of resumption of CCASS services, HKSCC will usually cause subscription to be made on the same day. HKSCC shall be entitled to withhold the distribution of the entitlements until it has received sufficient monies for subscription purposes. Without prejudice to any rights it may have at law, HKSCC shall be entitled to sell or apply the securities or cash subscribed for by HKSCC to cover any shortfall and any administrative costs of HKSCC; and
- (ii) if the expiry day or the last registration day before book-close or record date falls on a day which happens after the Business Day of resumption of CCASS services, HKSCC will cause subscription to be made on the Business Day following the day of receipt of Designated Bank confirmation that the DDIs concerned are not rejected.

In relation to Electronic Application Instructions for New Issue Shares, if a Black Rainstorm Warning is in force at any time between 9:00 a.m. and 12:00 noon on a Business Day which is a last application day, the last application day will be postponed (unless otherwise decided by the relevant Issuer) to the next Business Day which does not have such Warning in force at any time between 9:00 a.m. and 12:00 noon or such other day as specified by the relevant Issuer. If the last application day

is postponed, the deadline for application on the last application day will remain at 12:00 noon unless otherwise specified by the relevant Issuer.

If a Black Rainstorm Warning is issued after 9:00 a.m., arrangements for tendering or application for, payment of interest on and redemption of Exchange Fund Notes, Government Bonds, Specified Instruments or CMU Instruments will proceed as usual. In the event of a Black Rainstorm Warning being issued before 9:00 a.m., the procedures will follow those for typhoons and Extreme Conditions as described above.

Section 19

Financial and Accounting Requirements

19.1 FINANCIAL REQUIREMENTS

19.1.2 Financial commitments of Participants

In summary, the main financial commitments of a Participant as a result of its participants in HKSCC will include :

- (i) payment of admission fee to HKSCC at the time of admission;
- (ii) the provision of assurances (e.g. insurance) in respect of its obligations to HKSCC, which may be required by HKSCC at the time of admission or thereafter from time to time;
- (iii) responsibility for defective Eligible Securities deposited into CCASS;
- (iv) payment in respect of money obligations arising out of the settlement of transactions in CCASS on a DVP basis and money obligations in respect of nominee transactions effected in CCASS; and
- (v) payment to HKSCC in respect of costs and expenses of HKSCC's services and facilities and, in the case of services relating to China Connect Securities, fees, expenses, levies and taxes collected by HKSCC for the relevant China Connect Clearing House or other regulatory or tax authority.

19.2 ACCOUNTING REQUIREMENTS

19.2.1 Duty to check accuracy of statements and reports

It is the responsibility of each Participant to check and reconcile with its own records the advices, statements and reports from time to time issued by HKSCC in relation

to a System. A Participant shall immediately notify HKSCC in writing of any error or omission contained in such advices, statements and reports.

19.2.2 Duty to keep records

It is the responsibility of each Participant to keep proper records in relation to its use of the services and facilities of a System, including but not limited to transactions settled in CCASS, the deposits and withdrawals of Eligible Securities into or out of CCASS, and matters relating to nominee transactions effected in CCASS or FINI. Such records shall be kept in sufficient detail to show the dates of the transactions, the parties involved, the quantity of securities involved, the amounts involved etc.

Such records shall be maintained by Participants for a period of at least twenty years where such records relate to China Connect Securities and at least seven years (or such longer period as HKSCC may prescribe) for all other records and shall be made available for inspection by HKSCC upon its request.

19.2.3 Information and returns

All GCPs which are not Exchange Participants, Clearing Agency Participants, Custodian Participants, Stock Lender Participants and Stock Pledgee Participants are required to submit to HKSCC their audited accounts as soon as they are available.

Further, HKSCC may by notice in writing from time to time require a Participant to supply to HKSCC information and to file returns in respect of matters relating to its use of HKSCC's services and facilities or for risk management purposes. Participants shall supply to HKSCC the required information or file the required returns in such manner and within such time period as may be specified by HKSCC.

In addition, all GCPs which are registered institutions under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) are required to submit the following to HKSCC:

- (i) audited financial statements and audited consolidated financial statements, including balance sheet and profit and loss accounts, with the auditor's report drawn up in accordance with applicable law and accounting standards within 120 days of the end of the GCP's fiscal year;
- (ii) quarterly balance sheet and profit and loss statements that are signed by authorized signatory or signatories of such GCP, drawn up in accordance with applicable law and accounting standards, within 30 days of its quarter-end date, together with evidence of signing authority and specimen signatures. Save and except for any changes made to a GCP's list of authorized signatory(ies), a GCP is only required to provide evidence of signing authority and specimen signatures for the first time its quarterly balance sheet and profit and loss statements are delivered to HKSCC;

- (iii) copies of all financial returns made by a GCP to its regulator as soon as reasonably practicable following such returns having been submitted to the relevant regulator; and
- (iv) such financial or other relevant information which relates to the GCP's clearing activities or its exposure to general and financial risks, in addition to what is required by this Section 19.2.3, as may be requested by HKSCC at its reasonable discretion from time to time.

19.2.4 Audits

HKSCC may by notice in writing from time to time demand that a Participant furnish to it a certificate of its auditors (in a form acceptable to HKSCC) certifying and reporting on matters specified in HKSCC's notice, including, inter alia :

- (i) that the Participant has complied at all times with the conditions or requirements of its admission or of its continuing participation in HKSCC; and
- (ii) that the Participant has complied at all times with the provisions of the Rules applicable to it.

The costs and expenses of such audit certificates will be borne by Participants.

Section 20

Disciplinary Action

20.1 INFORMATION

20.1.1 Information

A Participant shall, as and when required, provide HKSCC in writing with information about its business and transactions in CCASS Eligible Securities for the purposes of:

- (a) satisfying HKSCC that the Rules are being complied with; and
- (b) protecting the integrity of the Systems and the operations of HKSCC.

20.4 ACTS OF MISCONDUCT

20.4.1 Grounds for disciplinary action

HKSCC may institute disciplinary proceedings against a Participant in respect of an

act of misconduct committed or reasonably believed to have been committed by it.
An act of misconduct includes:

- (a) a breach of the Rules or the Participant Agreement;
- (b) a failure to comply with any conditions or requirements for its continued participation in HKSCC as are from time to time imposed by HKSCC;
- (c) a failure to comply with any decision, requirement, condition or direction of HKSCC having binding effect;
- (d) a failure to co-operate with HKSCC in matters relating to any System or an Appointed Depositary, whether or not relating to the Participant, which materially affects the interests of HKSCC or other Participants;
- (e) being subject to an adverse finding by any competent authority wherever situated, including without limitation, any court of competent jurisdiction, the Commission or any committee or tribunal of the Commission, and/or the Exchange, any self-regulatory organization, recognized professional body, overseas regulatory body or other body exercising regulatory or disciplinary functions;
- (f) errors, delays or other conduct detrimental to the operations of any System or an Appointed Depositary or conduct which in HKSCC's opinion is detrimental to the interest or reputation of HKSCC or other Participant;
- (g) provision to HKSCC of information (including information for the purpose of becoming a Participant) which is false, misleading or inaccurate in a material particular;
- (h) being knowingly concerned in, or improper conduct which causes or contributes to an act of misconduct falling within sub-paragraphs (a) to (g) of this Section by another person;
- (i) failure to pay a fine or comply with any other disciplinary action or penalty imposed by HKSCC within the specified time;
- (j) conduct which leads to any disciplinary action being taken against HKSCC or which leads to HKSCC being in breach of the rules of an Appointed Depositary;
- (k) failure to provide information requested by an exchange, clearing house, regulatory authority or an organization with which HKEX, HKSCC or the Exchange has entered into an information sharing arrangement or agreement (this act of misconduct does not apply to an Investor Participant);
- (l) if the Participant is a Common Participant, a default in payment of any sum payable to any other Recognized Clearing House or an event of default

committed by the Participant under the rules of such Recognized Clearing House;

- (m) if the Participant is a TSF CCASS Participant, a failure to comply with any TSF Participant Registration Criteria or any other conditions or requirements for its continued registration as a TSF CCASS Participant, or a failure to comply with any provisions of, or any of its obligations under, Chapter 12A of the Rules, Section 12 of the Operational Procedures and other related provisions in the Operational Procedures;
- (n) if the Participant is a China Connect Clearing Participant, a failure to comply with any China Connect Clearing Participant Registration Criteria or any other conditions or requirements for its continued registration as a China Connect Clearing Participant, or a failure to comply with any provisions of, or any of its obligations under, Chapter 41 of the Rules, Section 10A of the Operational Procedures and other related provisions in the Rules and Operational Procedures;
- (o) if the Participant is a China Connect Clearing House, a failure to comply with any China Connect Clearing House qualification requirements or any other conditions or requirements for its continued registration as a China Connect Clearing House, or a failure to comply with any provisions of, or any of its obligations under Chapter 42 of the Rules and other related provisions in the Rules and Operational Procedures, including those applicable to a Clearing Agency Participant which is a China Connect Clearing House; and
- (p) if the Participant is a FINI CP User, a failure to comply with any FINI PFR or any money settlement or other obligations with respect to its Electronic Application Instructions for New Issue Shares.

20.5 THE DISCIPLINARY FUNCTION OF HKSCC

20.5.1 Summary suspension

If in its opinion it would be in the interests of HKSCC or Participants to do so, HKSCC may summarily suspend a Participant from its participation in HKSCC or suspend or limit its activities in relation to or its access to any System or any other services and facilities of HKSCC without notifying such Participant beforehand.

In such a case, HKSCC will immediately notify a Participant in writing of the summary suspension of its participation in HKSCC or of the suspension or limitation to any System or any other HKSCC services or facilities (as the case may be) that has been imposed on it by HKSCC. In appropriate cases (e.g. where a DCP or a GCP is summarily suspended from its participation in HKSCC or participation in CCASS or any other System), HKSCC may also notify other Participants. Where a DCP or a GCP is summarily suspended by HKSCC, HKSCC may also request the

Exchange to suspend (i) the DCP or the GCP if it is an Exchange Participant and (ii) each NCP of that GCP which does not have in place immediately upon suspension of the GCP a binding, valid and effective Clearing Agreement with another GCP for the clearing of the NCP's Exchange Trades or Clearing Agency Transactions from further trading on the Exchange, regardless of whether the DCP, GCP or NCP has in place a binding, valid and effective Clearing Agreement with another GCP for the clearing and settlement of its China Connect Securities Trades. Further, where a GCP is summarily suspended by HKSCC, HKSCC may also request the Exchange to suspend each NCCCP of that GCP from the trading of China Connect Securities.

Within 5 Business Days of the summary suspension or limitation imposed on a Participant by HKSCC, unless such summary suspension or limitation shall have been lifted, HKSCC shall inform such Participant in writing, stating the situation referred to in Rule 2001 alleged to give rise to HKSCC taking the disciplinary action against the Participant together with a concise statement of the facts alleged to give rise to that situation.

A Participant subject to summary suspension or limitation by HKSCC may within 10 Business Days thereof appeal to the Disciplinary Appeals Committee.

A Participant summarily suspended from its participation in HKSCC shall, notwithstanding the suspension, remain a Participant but shall not be permitted access to any System or any of HKSCC's services or facilities normally permitted by HKSCC to the Participant. Notwithstanding the foregoing, HKSCC may, at its absolute discretion, permit the suspended Participant access to such of its services or facilities as may be determined by HKSCC.

20.9.12 Disciplinary Actions and Penalties

Without prejudice to any other right HKSCC may have, on each charge admitted by or proved against a Participant, the Disciplinary Committee may take no action or impose any one or more of the penalties set out below:

- (a) expel the Participant from its participation in HKSCC;
- (b) suspend the Participant from its participation in HKSCC;
- (c) limit the Participant's activities in relation to or its access to any System or services and facilities provided by HKSCC (whether in respect of Eligible Securities in CCASS or otherwise) on such terms and for such period as shall be considered appropriate;
- (d) impose a fine on the Participant;
- (e) publicly censure the Participant (including its directors, partners, principals,

officers, employees, trainees, agents and/or representatives);

- (f) prohibit or otherwise limit the activities of the directors, partners, principals, officers, employees, trainees, agents and/or representatives of the Participant in relation to the operations of any System and/or services or facilities provided by HKSCC, if the Disciplinary Committee determines that such directors, partners, principals, officers, employees, trainees, agents and/or representatives have engaged in conduct detrimental to the operations of such System, services or facilities provided by HKSCC or to the reputation of HKSCC or other Participants;
- (g) notify the matter to any competent authority to which a Participant is subject;
- (h) privately censure the Participant including any of its directors, partners, principals, officers, employees, trainees, agents and/or representatives;
- (i) suspend the Participant's right to use any or all of the Systems, services and/or facilities provided by HKSCC (whether in respect of Eligible Securities in CCASS or otherwise) and/or any or all of the ancillary services to which the Participant has access on such terms and for such period as shall be considered appropriate; and/or
- (j) take such other disciplinary action as the Disciplinary Committee shall consider appropriate in the circumstances.

Where the Disciplinary Committee imposes a penalty of expulsion from participantship in HKSCC against a Participant following any disciplinary hearing, and if an appeal is made such penalty is upheld on appeal by the Disciplinary Appeals Committee, such penalty shall not take effect until the penalty of expulsion against the Participant is approved by the Board.

20.10 APPEAL TO THE DISCIPLINARY APPEALS COMMITTEE

20.10.6 Powers of the Disciplinary Appeals Committee

The Disciplinary Appeals Committee may allow an appeal against a finding that a charge is proved only on one or more of the grounds set out in Section 20.10.4. On dismissing an appeal against the finding that a charge is proved (whether or not there is an appeal against penalty), and on an appeal against penalty on a charge, the Disciplinary Appeals Committee may approve, increase or decrease the penalty imposed by the Disciplinary Committee and/or may make any other order which the Disciplinary Committee could have made.

Where the Disciplinary Appeals Committee imposes the penalty, or affirms the penalty imposed by the Disciplinary Committee, of expulsion of the Participant from

participation in HKSCC, such penalty imposed or affirmed, as the case may be, shall not come into effect until approved by the Board.

Section 21

Costs and Expenses

21.5 DEPOSITORY AND NOMINEE SERVICES

- Handling fee for Electronic Application Instructions for New Issue Shares. HK\$5 per instruction.

Note:

Fee is debited on application end date.

21.7 OTHER MONEY SETTLEMENT FEES

- Money settlement fees for other miscellaneous amounts to be paid to or collected from Participants (eg. Marks, Margin, Basic Contributions, Dynamic Contributions, application and refund monies under Tender Instructions, and any redelivery of Collateral in relation to the early release of China Connect Securities that are Securities-on-hold). HK\$0.50 for HKD items, CNY items and USD items for each DDI/DCI/EPI issued or each CPI settled by HKSCC.

Notes:

Fee debited on the day of money settlement.

Fee not applicable to EPIs issued by HKSCC on a weekly basis for effecting fee payment as referred to in Section 21.14.

Section 22

Tariff for Investor Participants

22.2 DEPOSITORY AND NOMINEE SERVICES

22.4 OTHER MONEY SETTLEMENT FEES

- Money settlement fees for other amounts to be paid to or collected from Investor Participants (e.g. warrants conversion, rights subscriptions, fees and application and refund monies under Tender Instructions) payable by Investor Participant.
- HK\$0.50 for HKD items, CNY items and USD items for each DDI/DCI/EPI issued or each CPI settled by HKSCC.

Notes:

Fee debited on the day of money settlement.

If the day end balance due for money settlement with HKSCC is less than HK\$10, the balance will be rolled over to the next day and no DDI/DCI will be issued on due date.

Section 23

Tariff for Issuers

23.2 ADMISSION OF SECURITIES

- Stock admission fee for admission of securities in CCASS as Eligible Securities for New Issue processed through FINI.
- For New Issue with fund raising:
- HK\$50,000 per New Issue for fund raising size below or equal to HK\$200 million;
 - HK\$150,000 per New Issue for fund raising size exceeding HK\$200 million and below or equal to HK\$500 million;

Note:

Fee is payable by Issuers on successful admission.

- HK\$300,000 per New Issue for fund raising size exceeding HK\$500 million and below or equal to HK\$2,000 million; and
- HK\$600,000 per New Issue for fund raising size exceeding HK\$2,000 million.

For New Issue by introduction:

- HK\$100,000 per New Issue.

— EIPO processing fee for Electronic Application Instructions for New Issue Shares as input by a Participant via FINI.

Note:

Fee is payable by Issuers or share registrars on behalf of Issuers.

HK\$10 per instruction, subject to a minimum of HK\$5,000 per New Issue and a maximum of 0.3% of (i) fund raising size in the case of a successful New Issue or (ii) intended fund raising size in the case of an unsuccessful New Issue.

Note:

Fund raising size referred to above shall be the gross proceeds of the New Issue based on the final offer price before exercise of over-allotment option, as the case maybe, on the listing date of the Issuer's securities on the Exchange.

Intended fund raising size referred to above shall be the intended gross proceeds of the New Issue as described in the Prospectus, which shall be (i) the mid-point of an offer price range, or (ii) the maximum offer price or the fixed offer price if there is no price range in the Prospectus.

Terms and Conditions of the Services for Master SPSA Holder

Terms and Conditions of the Services for Master SPSA Holder¹

2 Interpretation and Definition

2.1 In these Terms and Conditions:

(b) “**HKSCC Rules**” means the General Rules of HKSCC and the HKSCC Operational Procedures, as amended from time to time;

2.2 The capitalised terms and expressions used in these Terms and Conditions shall have the same meaning as defined in the HKSCC Rules, unless a different meaning has been specifically ascribed in these Terms and Conditions. The Glossary to these Terms and Conditions has included such capitalised terms and expressions as defined in the HKSCC Rules as of the version date of these Terms and Conditions for ease of reference. In the case of any inconsistency, the terms as set out in the latest HKSCC Rules shall prevail over the Glossary.

9 Settlement Failure

9.1 If, after a sell order is executed under a Master SPSA ID in respect of any China Connect Security, an SPSA Delivery Failure occurs in respect of the resulting China Connect Securities Trade, HKSCC will, upon the request of the China Connect Clearing Participant responsible for settling the resulting China Connect Securities Trade which shall be made in such manner as HKSCC may from time to time prescribe, adjust for the purpose of pre-trade checking, both the sellable balance of relevant SPSA which caused such SPSA Delivery Failure and consequently the aggregated sellable balance of the Master SPSA ID. Any such adjustment which may be made by HKSCC in accordance with the HKSCC Rules shall only have the effect of adjusting the sellable balance for pre-trade checking purpose and will only apply on the following CSC trading day. The actual holdings of the China Connect Securities in the relevant SPSA will not be affected by the adjustment.

13 Event of Default

13.1 Each of the following shall constitute an event of default in respect of a Master SPSA Holder:

(c) where a Master SPSA Holder is a Clearing Participant of CCASS, an Event of Default (as referred to in Rule 3701 of the HKSCC Rules) has occurred in respect of it as Clearing Participant.

¹ These Terms and Conditions are HKSCC's rules and any amendment thereto shall be subject to the Commission's approval.

Glossary

This glossary of capitalized terms and expressions extracted from the HKSCC Rules are for your ease of reference only. You are always advised to refer to the HKSCC Rules and SEHK Rules where applicable for complete definitions.

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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

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.

clients) cannot reasonably be determined from the information published, disseminated or publicly distributed by HKSCC or SEHK.

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 placees 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).