

YOU MUST READ THESE TERMS AND CONDITIONS (the "Conditions") CAREFULLY BEFORE USING Hang Seng eIPO Nominee Services.

1. Services

- a. Subject to these Conditions, Hang Seng Bank Limited (the "Bank") will provide on-line services and facilities from time to time as more particularly described below ("Hang Seng eIPO Nominee Services") through an internet site/mobile application operated and/or maintained and/or provided by or on behalf of the Bank (the "Website/App") to enable applicants ("Applicants") to make, via the Bank, applications in certain public offers of securities (including equity shares and bonds, which may be listed and/or traded on the Stock Exchange of Hong Kong), in relation to which the Bank provides Hang Seng eIPO Nominee Services ("Public Offer").
- b. The prospectus or the offering memorandum (the "Prospectus") and the online application instruction form in respect of each Public Offer will be made available on or otherwise accessible through the Website/App.
- c. By accepting these Conditions each Applicant appoints, instructs and authorises the Bank to direct Hang Seng (Nominee) Limited or any other nominee (the "Nominee") to submit an application to the issuer or offer or of the relevant securities (the "Issuer") in the name of the Nominee on behalf of the Applicant and in accordance with the Applicant's instructions. The Bank reserves the right to refuse acting on any Applicant's instructions if there are insufficient funds in the Applicant's designated account at the relevant time for settling the application money and related fees, charges and expenses or if, in the Bank's opinion, there is any other reasonable ground for such refusal.
- d. Where the Bank through the Nominee submits an application pursuant to Condition 1(c), the Bank and the Nominee act as the agent of the relevant Applicant for the purpose of applying for securities and neither the Bank nor the Nominee is the agent of the Issuer or other parties involved in the relevant Public Offer.
- e. All securities subscribed or purchased pursuant to these Conditions by an Applicant will be held in the name of the Nominee under any specified securities account maintained by the Applicant with the Bank ("Securities Account").
- f. The Bank is a bank licensed under the Banking Ordinance and is registered under the Securities and Futures Ordinance to conduct various types of regulated activities (CE Number: AAH297).

2. Governing Conditions

- a. The use of and all transactions and dealings effected by using Hang Seng eIPO Nominee Services are subject to these Conditions, the terms and conditions applicable to Hang Seng Personal e-Banking Services from time to time, the Bank's Important Message To Readers and Internet Privacy Policy Statement (which can be accessed by clicking "Help" > "End user license agreement" from left menu after login Hang Seng Invest Express), the terms and conditions applicable to Integrated Account from time to time and all other terms and conditions which the Bank may prescribe in relation to Hang Seng eIPO Nominee Services from time to time including those set out in the online application instruction form or elsewhere on the Website/App. Such Important Message To Readers and Internet Privacy Policy Statement and other terms and conditions shall apply as if they were expressly extended to the use of Hang Seng eIPO Nominee Services. For the avoidance of doubt, Hang Seng eIPO Nominee Services constitute services to which the various terms and conditions aforesaid apply.
- b. Each application for securities shall also be subject to the terms and conditions set out in the Prospectus and other offering documents of the relevant Public Offer.
- c. So far as Hang Seng eIPO Nominee Services are concerned, where there is any discrepancy between these Conditions and the other terms and conditions mentioned in Condition 2(a), these Conditions and the terms and conditions applicable specifically to Hang Seng eIPO Nominee Services shall prevail over the other terms and conditions of general application.

3. Responsibility of the Bank

- a. The Bank (and not Issuer) is responsible for the operation of the Website/App through which Hang Seng eIPO Nominee Services are provided.



relating to the relevant Public Offer any date and time (which may be earlier than the date and time specified by the relevant Issuer) subsequent to which any instruction to apply for securities through Hang Seng eIPO Nominee Services will not be accepted by the Bank.

6. Confirmation and Acknowledgement of Receipt of Instructions

- a. Each Applicant should confirm the accuracy of the information provided by him/her in each online application instruction form and the instruction to the Bank to apply for securities by clicking the relevant button. By doing so, the Applicant warrants to the Bank that all the information provided in the online application instruction form is true, complete and up-to-date in all respects. Once any instruction to apply for securities through Hang Seng eIPO Nominee Services is given to the Bank, it may not be revoked or withdrawn by the Applicant without the prior consent of the Bank and it shall constitute an offer by the Applicant to subscribe or purchase securities pursuant to the terms and conditions of the relevant Public Offer, these Conditions and all other applicable terms and conditions. All instructions which have been confirmed and acknowledged by or on behalf of the Bank in the manner described in Condition 6(b), shall be irrevocable and binding on the Applicant, whether given by the Applicant or by any other person purporting to be the Applicant. The Bank shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction.
- b. The Bank will acknowledge receipt of an instruction to apply for securities through Hang Seng eIPO Nominee Services by assigning an application number to that instruction. The application number will be displayed on screen and shall immediately upon such display, be deemed to have been received by the Applicant. It is the duty of the Applicant to capture a copy of the relevant screen containing the assigned application number and the exact amount of application money required and other details of the instruction for record purposes. Any instruction which does not comply fully with the provisions of Condition 5 will not be assigned an application number and the Applicant must give the instruction again following the correct procedures.
- c. Each Applicant should note that an acknowledgement from the Bank or on its behalf that an instruction to apply for securities has been received does not constitute:
 - i. acceptance by the Issuer of the Applicant's offer to subscribe or purchase securities from the Issuer pursuant to the relevant Public Offer; or,
 - ii. confirmation by the Bank that such instruction will be processed. The Bank will only process an instruction from an Applicant if the Bank successfully debits the requisite application money, its fees and charges and related expenses (if any) from the Applicant's designated account.
- d. The Bank and each Nominee reserve the right to limit the total number of applications which may be made by the Nominee on behalf of all Applicants in connection with any Public Offer, or not to make available Hang Seng eIPO Nominee Services to any Public Offer.

7. Authorisation to Debit Application Money and Expenses

- a. Each Applicant authorises the Bank to debit the amount of application money (which for all purposes shall include any premium payable by an Applicant) from the Applicant's designated account as well as any other amount representing actual or contingent liabilities incurred by the Bank as a consequence of performing the instruction on behalf of the Applicant.
- b. Each Applicant must ensure that there are sufficient funds in the designated account to pay the application money (which for all purposes shall include any premium payable by an Applicant) and the related expenses to be incurred in connection with the application no later than 0:00 a.m. on the closing day of the relevant Public Offer.
- c. If the offer price (as finally determined by the Issuer) is more than the application money initially paid by the Applicant on application, the Applicant instructs and authorises the Bank to debit the shortfall from the designated account.
- d. Each Applicant understands and agrees that the Bank is not obliged to but shall have the sole discretion to submit the application notwithstanding insufficient funds in the designated account to pay the application money and all related fees, charges and expenses in connection with the application. In that case, the Applicant fully authorises the Bank to overdraw the designated account and undertakes to be fully responsible for such overdraft including all interest payable to the Bank on the amount overdrawn.



8. Submission of Application for Securities

- a. Upon receipt of the duly completed application details (as evidenced by the assignment of the application number by the Bank), and provided that there are sufficient funds in the Applicant's designated account to pay the application monies and all related fees, charges and expenses in accordance with these Conditions, the Bank (and not the Issuer or its agent) will instruct the Nominee to submit an application on behalf of the relevant Applicant before the cut off time on the closing day of the relevant Public Offer.
- b. The Bank reserves the right not to submit an application on behalf of the Applicant if, in the Bank's reasonable opinion, there are grounds (whether resulting from legal or regulatory requirements or otherwise) for such refusal. In such case, any amount debited from the Applicant's designated account will be refunded (in full but without interest) in accordance with Condition 11(a).

9. Notification of Results

The Issuer of a Public Offer shall be solely responsible for approving or disapproving applications for securities under the relevant Public Offer and for announcing the results of allocation of the securities being offered. The specific arrangements with regard to the announcement of results may differ in respect of each Public Offer and each Applicant shall be responsible for ascertaining details of such arrangements by reviewing the Prospectus. The Bank will notify the Applicants of the results of their applications in such manner as the Bank may deem fit.

10. Authorisation to Credit the Securities to the Securities Account

Each Applicant applying for securities using Hang Seng eIPO Nominee Services authorises the Bank and the Nominee to credit any securities allotted to him/her to his/her Securities Account or, in the case of joint Applicants, to their joint Securities Account.

11. Refund of Application Money

- a. Where no application has been submitted on behalf of any Applicant because the Applicant, in the Bank's reasonable opinion, has failed to comply fully with these Conditions and other applicable terms and conditions or if the Bank has grounds not to process the Applicant's instructions, the Bank will arrange for refund of the application money to the extent debited (in full but without interest) to the Applicant by crediting the relevant sum to the account from which the application money was initially debited as soon as reasonably practicable after the allotment result of the relevant Public Offer is made available to the Bank following the completion of money settlement of the relevant Public Offer. If an application is duly submitted but is unsuccessful (or only partly successful), the Bank will arrange for refund of the application money (or the applicable balance in the case of a partly successful application) as soon as reasonably practicable after the allotment result of the relevant Public Offer is made available to the Bank following the completion of money settlement of the relevant Public Offer in the same manner described in this Condition.
- b. In the event that the offer price (as finally determined by the Issuer of the relevant Public Offer) is less than the application money initially paid by any Applicant on application, the Bank will arrange to refund the surplus application money to the Applicant as soon as reasonably practicable after the allotment result of the relevant Public Offer is made available to the Bank following the completion of money settlement of the relevant Public Offer.
- c. All fees, charges and expenses charged by the Bank in connection with any application or Hang Seng eIPO Nominee Services are not refundable unless otherwise specified.

12. Applicants' Responsibilities

- a. Each Applicant should read the terms and conditions and the application procedures set out in the Prospectus and other applicable offering documents of the relevant Public Offer before making an application under that Public Offer using Hang Seng eIPO Nominee Services and shall be bound by them. Each Applicant warrants and undertakes to the Bank that he/she or, in the case of joint Applicants, they will be in full compliance with the terms and conditions and application procedures of the relevant Public Offer.
- b. Each Applicant shall use Hang Seng eIPO Nominee Services in strict compliance with these Conditions and the provisions (in particular, the terms and conditions of the relevant Public Offer and the selling restrictions applicable to that Public Offer) set out in the Prospectus, the online



- application instruction form, the instruction pages for payment and other terms and conditions set out on the Website/App. The Applicant acknowledges that the Bank is not required to submit an application on behalf of the Applicant if the Applicant fails to comply with any of the foregoing.
- c. In respect of each Public Offer, each Applicant undertakes to accept and confirm all transfers to the Applicant of any quantity of securities (which may be less than the quantity applied for) allotted to the Nominee pursuant to any application made on the Applicant's behalf pursuant to online application instructions.
 - d. Each Applicant authorises the Bank and each Nominee to, and to instruct and authorise the Issuer of the relevant Public Offer and/or other parties (or their respective agents or nominees) in connection with that Public Offer to, execute any transfer forms, contract notes or other documents and to do all things necessary to register any securities allocated to the Nominee pursuant to any application made on the Applicant's behalf in accordance with the terms and conditions of that Public Offer, as required by the articles of association of the relevant Issuer, and otherwise to give effect to the arrangements described in the Prospectus of the relevant Public Offer.
 - e. Where multiple applications are not permitted, each Applicant warrants that the application made by the Applicant using Hang Seng eIPO Nominee Services is the only application made by the Applicant in the relevant Public Offer. The Applicant is fully aware that multiple or suspected multiple applications will, in a Public Offer which does not allow multiple applications, be rejected by the relevant Issuer.
 - f. Each Applicant authorises the Bank to use, hold, process, disclose and/or transfer to any person (including any member of HSBC Group, government or regulatory authority in any jurisdiction, the Issuer, other relevant parties in connection with the relevant Public Offer (including the receiving banks, registrars and sponsors in the case of equity offerings and the Central Moneymarkets Unit Service in the case of debt offerings) and any subcontractor, affiliate, agent or nominee of the Bank) all or any personal data and other information relating to the Applicant if required by any law, regulation, court order or any government or regulatory authority in any jurisdiction, or if such use, retention, process, disclosure or transfer is, in the reasonable opinion of the Bank, necessary for the provision of Hang Seng eIPO Nominee Services, or if such use, retention, process, disclosure or transfer is requested or required in connection with that Public Offer. In addition, the Bank is authorised to transfer or transmit any personal data and information relating to the Applicant to or through and to store such data and information in various countries or territories in each case as the Bank reasonably thinks necessary or desirable for the provision of Hang Seng eIPO Nominee Services.
 - g. No Applicant shall or attempt to, copy, reproduce, republish, frame, upload to a third party, transmit or distribute the whole or any part of any Prospectus, application form and/or other offering documents relating to any Public Offer.
 - h. By using Hang Seng eIPO Nominee Services, each Applicant assumes the risks associated with conducting transactions on Website/App and through the internet, including (i) interruption, transmission blackout or delayed transmission due to internet traffic and (ii) incorrect data transmission due to the public nature of the internet.
 - i. Each Applicant should consider whether to make an application for securities in respect of a Public Offer by reference to his/her financial situation, investment experience, investment objectives, position and other conditions and needs and if required, seek independent professional advice on legal, tax and other issues in connection with the use of Hang Seng eIPO Nominee Services, these Conditions, the Prospectus of the relevant Public Offer and any transactions and dealings which may affect the Applicant under all applicable laws.
 - j. In the case of a joint application, an application instruction form completed by any joint Applicant shall be binding on each of the other joint Applicants. Any joint Applicant who completes the application instruction form warrants that he/she is duly authorised by each of the other joint Applicants to give the instruction on his/her behalf and provide personal data and other



information relating to him/her. All joint Applicants shall be jointly and severally liable for all applications, transactions and dealings effected by using Hang Seng eIPO Nominee Services.

- k. Each Applicant accepts all things done by the Bank and/or each Nominee on the Applicant's behalf pursuant to any application instruction given to the Bank through Hang Seng eIPO Nominee Services. Each Applicant indemnifies the Bank and each Nominee against any loss or claims suffered or incurred by each of them in connection with any application for securities on the Applicant's behalf.

13. Fees, Expenses and Rebates

- a. The Bank and any other members of HSBC Group in its/their various capacities in connection with a Public Offer and any applications are entitled to receive and retain any rebate whether in the form of a fee or commission or brokerage or otherwise arising out of or in connection with the securities successfully allotted to any Applicant. The Bank and other members of HSBC Group will, without any liability to account to any Applicant, be entitled to retain any fees, commissions or rebates, received by them.
- b. The Bank reserves the right to charge fees in relation to the use of Hang Seng eIPO Nominee Services or with respect to any Public Offer, and to revise such fees from time to time. Such fees shall be in addition to, and not in lieu of, any fees which any Applicant may be required to pay in relation to the Applicant's Securities Accounts. Prior to the imposition or revision of any fees, the Bank will notify the Applicants of the rate and other details of such fees which shall be binding on each Applicant if he/she or (in the case of a joint Securities Account) any of the joint account holders uses Hang Seng eIPO Nominee Services after the effective date for imposing the fee or the revised fee. Fees may be collected from an Applicant in such manner and at such intervals as the Bank may specify. Paid fees are not refundable except otherwise specified by the Bank.
- c. The Bank is authorised to debit any fees, charges and expenses in connection with the provision of Hang Seng eIPO Nominee Services from each Applicant's designated account and, in the event where the relevant account is overdrawn as a result of such debit, interest shall be payable by the Applicant at such rate and on such terms as the Bank shall determine.

14. Performance

The Bank may sub-contract, outsource or delegate the performance of any part of Hang Seng eIPO Nominee Services to any third parties or otherwise appoint any other person as its nominee or agent to perform any of part of Hang Seng eIPO Nominee Services (whether locally or otherwise) on its behalf.

15. Amendments

The Bank may revise these Conditions and/or introduce additional terms and conditions relating to Hang Seng eIPO Nominee Services at any time and from time to time. Any revision and/or addition to these Conditions shall become effective subject to the Bank's notice which may be given to the Applicants by posting it on the Website/App or by display, advertisement or other means as the Bank thinks fit and such revision and/or addition to these Conditions shall be binding on each Applicant if he/she or (in the case of a joint Securities Account) any of the joint account holders continues to maintain or use Hang Seng eIPO Nominee Services on or after the effective date of variation.

16. Communication

- a. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or any other form) and the mode of communication with respect to each type of notice to be given pursuant to these Conditions.
- b. Communications delivered personally, sent by post, facsimile transmission, telex, SMS or electronic mail transmission shall be deemed to have been received by each Applicant (where delivered personally) at the time of personal delivery or on leaving it at the address last notified in writing by the Applicant to the Bank, (where sent by post) 48 hours after posting or (where sent by facsimile transmission, telex, SMS or electronic mail transmission) when despatched to the facsimile or telex number, mobile number or e-mail address last notified in writing by the Applicant to the Bank.
- c. Communications sent by any Applicant to the Bank shall be treated as delivered to the Bank on the day of actual receipt by the Bank.



17. Severability

Each of the provisions of these Conditions is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall not be affected in any way.

18. Waiver

No act, delay or omission by the Bank shall affect its rights, powers and remedies under these Conditions or any further or other exercise of such rights, powers or remedies. The rights and remedies under these Conditions are cumulative and not exclusive of the rights and remedies provided by law.

19. Governing Law and Jurisdiction

- a. These Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("HKSAR").
- b. Each of the Bank and the Applicant submits to the non-exclusive jurisdiction of the courts of the HKSAR but these Conditions may be enforced in the courts of any competent jurisdiction.

20. Governing Version

These Conditions, the contents on the Website/App and the online application instruction form are available in both English and Chinese languages. The English version shall prevail if there is a discrepancy between the English version and the Chinese version.