

## 新股認購條款

### 申請手續

申請人透過中國銀行（香港）有限公司（「本行」）的新股認購服務(如下文定義)申請公開發售證券（「香港公開發售」）前，須符合下列規定：

1. 閱讀並確認閣下同意本文所載的新股認購條款。
2. 閱讀香港公開發售發行人（「發行人」）就香港公開發售所發出的招股章程及任何特定申請條款及細則。
3. 填寫申請書及/或任何相關申請文件（「申請文件」）。
4. 若申請當中所載的任何資料被發現或似是失準、不完整或不一致，該申請或會被拒納，有關款項將退回本行早前扣款的賬戶。如出現爭議，本行的決定應為定論並對閣下具有約束力。
5. 於本行就每次香港公開發售不時公佈之申請截止時間後，或本行基於任何理由相信有關電子公開發售文件或認購申請的收集及處理程序曾經遭篡改，或有向發行人提交重複或多次申請，任何申請或款項不獲受理。

### 注意事項

閣下申請的條件

1. 閣下必須按招股章程內所列出的條款及細則，符合申請認購香港公開發售證券的資格。
2. 只可就每次香港公開發售遞交一次申請。
3. 經本行新股認購服務作出的申請將會經香港中央結算有限公司的 EIPO 渠道（「香港結算 EIPO 渠道」）代表閣下提交。
4. 閣下必須接納並同意接受本文所載的新股認購條款及招股章程所載的條款及細則的約束。
5. 除非以新股融資方式進行認購，閣下必須於遞交申請的相關最後期限前作出申請，並支付申請文件列明的全數認購款項(包括但不限於股款、經紀佣金、證券及期貨事務監察委員會(「證監會」)交易徵費、香港聯交所交易費及會計及財務匯報局交易徵費)(「認購款項」)。
6. 申請將以本行或其代名人義作出。閣下必須在本行持有(一)證券賬戶或 (二)證券孖展賬戶，並持有前述(一)或(二)之結算賬戶，以使用新股認購服務。

## 付款指示

1. 除非以新股融資方式進行認購，閣下須透過(一)證券賬戶之結算賬戶或(二)證券孖展賬戶之現金賬餘額(以適用者為準) (「相關賬戶」)按招股章程列明以港元/其他貨幣支付認購款項。閣下應確保相關賬戶存有充足的資金。
2. 閣下以證券孖展賬戶認購香港公開發售證券時，本行將會就閣下的證券孖展賬戶中的借方餘額，按本行不時決定的透支利率及方式累計利息，並於本行所決定的時間借記於閣下的證券孖展賬戶。

## 分配香港公開發售證券/退回認購款項

1. 閣下須留意發行人公佈申請結果之時間和方式以及退回認購款項之時間及安排。
2. 除非以新股融資方式進行認購，倘閣下的申請不成功、部份成功、被拒納或涉及多收的認購款項，本行將會在從發行人實際收到任何退款淨額後從速將其存入閣下的相關賬戶。所有退款將不附利息。
3. 所獲分配之香港公開發售證券將由發行人的股份過戶登記處存入本行或其代名人的中央結算系統參與者股票賬戶，本行將分配股份存入閣下的證券賬戶內。

## 新股認購服務的條件

請閣下在申請香港公開發售證券前細閱以下條件：

### 1. 服務

- a. 根據以下條件，本行透過各電子平台或分行提供服務以認購新股 (「新股認購服務」)，讓閣下可經本行申請認購香港公開發售證券。
- b. 本行將在收到閣下的申請與認購款項/閣下成功申請以新股融資方式認購(按適用情況)後，處理閣下的申請認購香港公開發售證券指示。

### 2. 保留權利

本行保留權利：

- a. 拒絕接受或處理閣下的指示；

- b. 無須給予理由而拒代閣下行事；
- c. 要求閣下先行提供本身的身份及資格(及閣下代辦申請的任何人士的身份及資格)證明，始接納或處理閣下的指示；及
- d. 隨時不作通知而更改閣下須遞交申請認購香港公開發售證券的最後期限。

### 3. 閣下的授權及聲明

- a. 閣下透過本行新股認購服務申請認購香港公開發售證券，即表示閣下委任本行為閣下的代理，並不可撤銷地指示及授權本行(包括本行的代理、行政人員、僱員及代名人)代為行事及辦理所有事項，以便申請認購香港公開發售證券(包括但不限於代表閣下呈交申請)。閣下須對本行(包括本行的代理、行政人員、僱員及代名人)代表閣下(或閣下代辦申請的任何人士)作出的一切行為及不作為負責，但本行的嚴重疏忽或欺詐行為所引致的行為及不作為則除外。
- b. 閣下確認在申請認購香港公開發售證券前，已獲取招股章程，並已閱覽及明白招股章程，並同意受其約束。
- c. 閣下確認，閣下為閣下本身的利益而並非代表任何其他人士申請認購香港公開發售證券，且閣下並無依賴不屬招股章程任何部分的資料。閣下確認閣下的申請符合香港法律及任何其他適用法律。
- d. 閣下同意接納閣下所申請認購的全數或獲分配較少數目的香港公開發售證券。
- e. 閣下不可撤銷地授權本行、發行人及其協調人／保薦人／包銷商及參與香港公開發售的其他各方(及彼等各自的代理、僱員、行政人員及代名人)，代表閣下簽立任何轉讓書、成交單或其他文件，並代表閣下辦理所有必需的事宜，以便以香港結算代名人有限公司(「香港結算代名人」)的名義，登記閣下所獲分配的香港公開發售證券，並將有關證券直接存入由香港中央結算有限公司(「香港結算公司」)所操作的中央結算及交收系統(「中央結算系統」)，以記入本行或其代名人的中央結算系統參與者股票賬戶，(在該賬戶以保管方式持有)，以根據發行人之章程文件要求及促使招股章程所述的安排生效。
- f. 閣下確認本行提供新股認購服務時依賴閣下的擔保、陳述、確認、承諾及聲明以及閣下所作出願受招股章程的條款及細則及本文所載的新股認購條款約束的協定。
- g. 閣下授權本行，按任何司法管轄區的任何法律、規例、法庭命令或任何政

府或監管機構的要求，或在本行認為對服務提供或履行閣下指示的必需情況下，可保留及使用一切有關閣下的資料，及／或將任何該等資料(包括但不限於個人資料)披露及轉移至任何人士。任何人士包括但不限於任何司法管轄區的任何政府或監管機構、發行人、售股股東、收款銀行、登記機構及協調人／保薦人／包銷商、其他有關單位、及本行的任何分包商或聯屬公司（及其各別的代理人、職員、代名人及僱員）。閣下必需就本行提供的服務提供閣下的資料。如不提供有關資料，本行或會未能處理閣下的申請。就服務的提供，在本行認為必需或適當的情況下，閣下授權本行將有關閣下的資料轉移至及保存該等資料於不同國家或地區。若閣下為個人客戶，有關進一步資料請參閱本行《資料政策通告》。

- h. 對於沒有有效券商客戶編碼的客戶，閣下的身份識別信息將會被提交。若閣下於本行記錄中為僅持有香港身份證以外的身份證明文件的個人客戶，閣下確認閣下並非香港身份證的持有人。
- i. 閣下同意就閣下違反任何適用法律、規則及規例及本行(包括本行的代理、代名人、行政人員及僱員)為了及代表閣下作出的所有行為及遺漏及延展所引起的損失、損害、索償、要求及行動向本行(包括本行的代理、代名人、行政人員及僱員)作出彌償。閣下須全力提供對任何該索償作出抗辯時合理所需的合作。本行保留權利對閣下須作出全面彌償的任何索償、要求及行動行使專有的抗辯權及控制權，且本行有權獲閣下全數還付該抗辯的訴訟費。
- j. 閣下同意不會複印、複製、分派、出版、篡改、捏造、上載、展示、提供、修改、創作、傳送或以任何方式利用任何部分的資料或本行的服務，惟閣下下載資料供本身參考則除外。在不損害前文的一般性的情況下，閣下不可透過任何網絡分發本行此處提供的任何服務或資料，亦不得將之銷售或發售。
- k. 閣下謹此不可撤銷地授權本行不事先通知或不退款予閣下而從閣下在本行或本行的任何分行開設的賬戶中扣除或存入本行就閣下申請認購香港公開發售證券視為閣下應付或應收或用以彌償本行的任何款項，並將之記入本行指定的任何賬戶。
- l. 閣下確認，依據招股章程只有一份香港公開發售證券申請將為閣下的利益作出，且除了已提交至本行的申請外，閣下並無意欲及不曾申請認購或接收或獲配售或分配（無條件、有條件、暫時或其他方面的）發行人的任何證券或參與任何發行人的證券要約。

- m. 閣下謹此放棄根據香港法例第 117 章《印花稅條例》第 19(1)(c)條獲傳送已加蓋印花的成交單的權利。
- n. 閣下確認閣下申請認購香港公開發售證券的指示，並根據提交至本行之申請上註明的認購證券數量作出認購要約，該要約為不可撤銷及對閣下具約束力（不論是由閣下親自呈交還是由任何宣稱為閣下的人士呈交），不得修改或廢除或撤回（但按照招股章程的明確條款則除外）。
- o. 閣下進一步向本行聲稱及保證於作出申請的日期及時間，閣下已提交至本的申請上提供的資料在各方面均屬真實無訛。
- p. 若閣下已完全符合本文所載的新股認購條款而本行未有就閣下申請認購香港公開發售證券代表閣下作出有效申請，則對閣下負責任者為本行而非發行人或任何售股股東。
- q. 閣下確認如閣下使用證券孖展賬戶認購香港公開發售證券，閣下將監察證券孖展賬戶的情況。如出現追繳按金，閣下有責任補回相關按金金額。本行可隨時在毋須給予通知的情況下，取消有關香港公開發售證券的申請或賣出獲分配的香港公開發售證券以抵銷資金缺口。

#### 4. 確認收妥閣下的指示

- a. 本行將確認收妥閣下認購香港公開發售證券的申請指示(或取消指示，如適用)。務請閣下注意，本行確認收妥認購香港公開發售證券的申請指示(或取消指示，如適用)並不構成發行人接納閣下的申請(或取消，如適用)，或表示本行將立即處理閣下的申請(或取消，如適用)。本行將待收妥閣下以即時可用資金形式支付的全數認購款項或待成功申請以新股融資方式認購(按適用情況)後，方處理閣下的申請。閣下的取消指示將待本行從香港結算 EIPO 渠道收到取消指示確認後才被處理。退款將於確認後存入相關賬戶。
- b. 取消指示只能於本行不時就每次香港公開發售釐定的指定時段內提交。若取消指示因任何原因被香港結算 EIPO 渠道拒納，原本已提交的認購申請將維持有效。取消指示不適用於以新股融資方式進行的認購。

#### 5. 透過新股認購服務申請的資格

個人客戶必須年滿 18 歲。公司客戶必須是法人公司，並依據其有關司法管轄區的法律正式註冊。兩類客戶均須為本行證券服務的現有客戶，並根據招股

章程的條款及細則具備申請認購香港公開發售證券的資格。

## 6. 呈交申請

於接獲閣下的申請及有效支付的認購款項後或於閣下成功申請以新股融資方式進行認購後(按適用情況)，本行（而非發行人或其代理）將按照發行人的規定代表閣下呈交申請。

## 7. 通知結果

發行人(而非本行)須負責公佈所發售證券的分配結果。本行將在發行人通知本行有關閣下申請的結果後從速通知閣下申請結果。

## 8. 分派證券的所有權憑證

將香港公開發售證券存入相關中央結算系統參與者股票賬戶的責任由首次公開發售發行人的股份過戶登記處承擔，而非本行負責。

## 9. 退回認購款項

- a. 本行將會在從發行人實際收到任何退款淨額後從速將其存入閣下的相關賬戶。所有退款將不附利息。
- b. 新股融資的退款將按《定期貸款授信以認購新股或其他交易所買賣工具(新股融資)條款》執行。
- c. 無論申請為不成功、部份成功或被拒納或香港公開發售證券上市發生任何延後或撤銷，本行就申請的費用及收費均不可退回。
- d. 倘本行並無接納閣下申請認購香港公開發售證券的指示，本行將於本行決定的時間及方式入賬／退回已收取的認購款項予閣下的相關賬戶。閣下謹此不可撤銷地確認本行的責任只限於將認購款項入賬／退回至相關賬戶，而且閣下不得對該入賬／退款事宜上的任何延誤提出異議或損害索償。本行保留權利選擇其他退款方法或退還認購款項予其他授權人士。

## 10. 其他

- a. 本行可分包、外判或委派第三者履行新股認購服務或其任何部分。
- b. 本文所載的新股認購條款是附加於但不影響本行現行同樣適用的《服務條

款》。

- c. 本文所載的條款及細則的各項條文乃可分開處理及獨立於其他條文，假如在任何時候當中一條或多條條文根據任何司法管轄區的法律在任何方面屬於或成為違法或無效或不可強制執行，則其餘條文的合法性、法律效力或可強制執行性不會在任何方面受到影響。
- d. 本行將有權不時規定通知的形式（無論是書面還是任何其他形式）及通訊的模式。
- e. 閣下送交本行的通訊將於本行確實接獲通訊當日被視為有效。
- f. 本文所載的新股認購條款備有中英文本。中英文本之間如有抵觸，當以英文本為準。

## **11. 管轄法律及司法管轄權**

所有交易須受香港法律以及香港聯交所與證監會的規管要求規限。

閣下已細閱及接納本文所載的新股認購條款，且願受該等條款及細則約束，並確認閣下擁有十足的法律權利、權限及權力與本行訂立本協議，並根據招股章程的條款合符資格申請認購香港公開發售證券。

## 新股認購相關資訊、警告及免責聲明

### 有關新股認購服務的資料

中國銀行(香港)有限公司(「本行」) 經其電子渠道或分行提供新股認購的服務(「新股認購服務」)是由本行提供，而非由有關證券的發行人(「發行人」)、全球協調人、保薦人、包銷商、協調人或參與公開發售證券(「香港公開發售」)的其他單位提供，亦非經上述任何一方授權開辦。經新股認購服務提出認購香港公開發售證券的申請(「申請」)將由閣下或本行以閣下代理的身分代表閣下提出而非參與香港公開發售的各方的代理。

閣下應在申請認購證券前，細閱有關香港公開發售的招股章程(「招股章程」)。  
閣下亦可在香港交易所的網站 [www.hkexnews.hk](http://www.hkexnews.hk) 獲取招股章程。

### 警告

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## **Terms and Conditions of IPO Subscription Services**

### **Application Procedures**

Applicants have to comply with the following requirements before applying for the offer for sale of securities (the "Hong Kong Public Offer") through IPO Subscription Services (as defined below) of Bank of China (Hong Kong) Limited (the "Bank").

1. Read and confirm your agreement to these Terms and Conditions of IPO Subscription Services.
2. Read the prospectus relating to the Hong Kong Public Offer (the "Prospectus") and any specific terms and conditions of application issued by the issuer of the securities in the Hong Kong Public Offer concerned (the "Issuer").
3. Complete the application form and/or any relevant application documents (the "Application Documents").
4. An application may be rejected if any information contained therein appears to be inaccurate, incomplete or inconsistent and the relevant amount shall be returned to the account from which the same has been deducted by the Bank. In case of dispute, the Bank's decision shall be final and binding on you.
5. No application or money can be accepted after the application deadline for each Hong Kong Public Offer announced by the Bank from time to time, or where the Bank has any reason to believe that the electronic public offer documents or processes for collection and handling of applications have been tampered with, or duplicate or multiple applications have been made to the Issuer.

### **Important Notes**

#### Conditions of your application

1. You must be qualified to apply for the securities in the Hong Kong Public Offer on the terms and conditions set out in the Prospectus.
2. Only one application shall be submitted for each Hong Kong Public Offer.
3. Applications via the IPO Subscription Services shall be made on your behalf through the Electronic Initial Public Offering channel of Hong Kong Securities Clearing Company Limited ("HKSCC EIPO Channel") only.
4. You must accept and agree to be bound by these Terms and Conditions of IPO Subscription Services and the terms and conditions in the Prospectus.
5. Except for subscription by way of IPO financing, you must apply and pay the full subscription amount (including but not limited to shares cost, brokerage fee, Securities and Futures Commission ("SFC") transaction levy, Hong Kong Stock Exchange trading fee and AFRC transaction levy) ("Subscription Amount") as set out in Application Documents before the relevant deadline for lodging applications.
6. Application will be made in the name of the Bank or its nominee. You must have either (a) a securities account or (b) securities margin account, and a settlement account of either (a) or (b) above with the Bank to use the IPO Subscription Services.

## **Payment instructions**

1. Except for subscription by way of IPO financing, payment of the Subscription Amount must be made in full in Hong Kong dollars / other currencies in accordance with the Prospectus via the (a) settlement account of securities account or (b) cash balance of securities margin account (whichever applicable) ("Relevant Account). You should ensure there are sufficient funds in the Relevant Account.
2. When you subscribe for the securities in the Hong Kong Public Offer via securities margin account, interest will accrue on the debit balance in your securities margin account at the overdraft rate and the manner decided by the Bank from time to time, and will be debited to your securities margin account at the time decided by the Bank.

## **Allocation of securities in the Hong Kong Public Offer/refund of Subscription Amount**

1. You should pay attention to the time and manner of the Issuer's announcement of the result of applications as well as the time and arrangement relating to refund of Subscription Amount.
2. Except for subscription by way of IPO financing, if your application is unsuccessful, partly successful, rejected or if there is any surplus in the Subscription Amount paid, the Bank will, promptly after receipt, credit the Relevant Account with the net amount of any refund actually received by the Bank from the Issuer. All refunds will be made without interest.
3. The securities in the Hong Kong Public Offer allocated will be credited by the share registrar of the Issuer to the CCASS participant stock account of the Bank or its nominee and the Bank will allocate and credit your share to your securities account.

## **Conditions for IPO Subscription Services**

Please read the following conditions carefully before you apply for securities in the Hong Kong Public Offer :

### **1. Services**

- a. Subject to the following conditions, the Bank provides services for IPO subscription available on the electronic platforms or branch offices ("IPO Subscription Services") to enable you to make an application for the securities in the Hong Kong Public Offer via the Bank.
- b. The Bank will, after receiving your application and payment of the Subscription Amount / successful application for subscription by way of IPO financing (where applicable), process your instruction to apply for the securities in the Hong Kong Public Offer.

### **2. Reserved rights**

The Bank reserves the right to:

- a. refuse to accept or process your instruction;
- b. refuse to act for you without being required to give a reason;
- c. require proof of your status and eligibility (and the status and eligibility of any person for whose benefit you are applying) before accepting or processing your instruction ; and
- d. change the latest time for your lodging an application to apply for securities in the Hong Kong Public Offer at any time without notice.

### **3. Your authorisation and representations**

- a. By applying for securities in the Hong Kong Public Offer through the IPO Subscription Services, you appoint the Bank as your agent and irrevocably authorise the Bank (including the Bank's agents, officers, employees and nominees) to act on your behalf and to do all things to apply for the securities in the Hong Kong Public Offer including without limitation to submit an application on your behalf. You will be responsible for all acts and omissions of the Bank (including but not limited to the Bank's agents, officers, employees and nominees) other than acts and omission arising from the Bank's gross negligence or fraud.
- b. You confirm that you have been provided with access to the Prospectus and have read, understood and agree to be bound by the Prospectus before applying for the securities in the Hong Kong Public Offer.
- c. You confirm that you apply for the securities in the Hong Kong Public Offer for your own benefit, and not on behalf of any other person, and that you do not rely on any information which does not form part of the Prospectus. You confirm that your application complies with the laws of Hong Kong and any other applicable laws.
- d. You agree to accept the full amount of the securities in the Hong Kong Public Offer applied for, or any lesser number allocated to you.
- e. You irrevocably authorise the Bank, the Issuer and its coordinators/sponsors/underwriters and other parties (and their respective agents, employees, officers and nominees) in connection with the Hong Kong Public Offer to execute any transfer forms, contract notes or other documents on your behalf and to do on your behalf all things necessary to register any securities in the Hong Kong Public Offer allocated to you in the name of HKSCC Nominees Limited ("HKSCC Nominees") and deposited directly into Central Clearing and Settlement System ("CCASS") operated by Hong Kong Securities Clearing Company Limited ("HKSCC") for credit to the CCASS participant stock account of the Bank or its nominee (to be held in custody in such account), as may be required by the constitutional documents of the Issuer, and otherwise to give effect to the arrangements described in the Prospectus.
- f. You acknowledge that in providing the IPO Subscription Services to you, the Bank has relied upon your warranties, representations, confirmations, undertakings and declarations and your agreement to be bound by the terms and conditions in the Prospectus and these Terms and Conditions of IPO Subscription Services .
- g. You authorise the Bank to retain and use all information relating to you, and/or

disclose and transfer any such information (including but not limited to personal information) to any person, including but not limited to any government or regulatory authority in any jurisdiction, the issuer, selling shareholders, receiving banks, registrars and coordinators/sponsors/underwriters, other parties involved, and any subcontractor or affiliate of the Bank (and their respective agents, officers, nominees and employees), as required by any law, regulation, court order or any government or regulatory authority in any jurisdiction or if, in the opinion of the Bank, necessary for the provision of services or for the purposes of carrying out your instruction. Your information is required for the purpose of providing the Bank's services. If relevant information is not provided, the Bank may not be able to process your application. You authorize the Bank to transfer information relating to you to, and to store such information in, various countries or territories in each case as the Bank thinks necessary or desirable in connection with the provision of services. If you are an individual, please refer to the Bank's Data Policy Notice for further information.

- h. For customer(s) who does not have valid Broker-to-Client Assigned Number (BCAN), your identification information will be submitted. For individuals who only have identify documents other than Hong Kong Identity Card ("Hong Kong ID") in the Bank's record, you confirm that you are not holder of Hong Kong ID.
- i. You agree to indemnify the Bank (including but not limited to the Bank's agents, nominees, officers and employees) against losses, damages, claims, demands and actions arising from your violation of any applicable laws, rules and regulation, and all the acts and omissions of the Bank (including but not limited to the Bank's agents, nominees, officers and employees) on your behalf. You shall cooperate as fully as reasonably required in the defence of any such claim. The Bank reserves the right to assume the exclusive defence and control of any claims, demands and actions subject to full indemnification by you. The Bank shall be entitled to be reimbursed by you in full for the costs of such defence.
- j. You will not copy, reproduce, distribute, publish, tamper with, frame, upload, display, perform, modify, create derivative works, transmit or in any way exploit any part of the Bank's information or services, except that you may download material for your own personal reference. Without limiting the generality of the foregoing, you may not distribute any part of the Bank's services or information herein over any network, nor sell or offer it for sale.
- k. You irrevocably authorise the Bank to debit from your account(s) at the Bank or any of our branches and to credit into any account(s) designated by the Bank the amount of any payment which the Bank deems payable by or to you in connection with your application for securities in the Hong Kong Public Offer or for the purpose of indemnifying the Bank without having to notify you in advance or any refund to you.
- l. You confirm that only one application for securities in the Hong Kong Public Offer pursuant to the Prospectus will be made for your benefit, and except for the application submitted to the Bank, you have no interest in, and have not applied for, or received or been placed or allocated (unconditionally, conditionally, provisionally or otherwise) with any securities of the Issuer or participated in any offer of securities of the Issuer.

- m. You waive your right to be transmitted the stamped contract note pursuant to section 19(1)(c) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong).
- n. You have confirmed your instruction to apply for the securities in the Hong Kong Public Offer and accordingly you have made an offer to purchase the number of securities specified in the application submitted to the Bank which is irrevocable and binding on you (whether it is submitted by you or by any person allying to be you) and may not be amended, revoked or withdrawn (except in accordance with the express terms of the Prospectus).
- o. You further represent and warrant to the Bank that all information provided in the application submitted to the Bank is true and accurate in all respects as at the time and date that you make your application.
- p. It is the Bank, but not the Issuer or any selling shareholder(s) who will be responsible to you in respect of your application for securities in the Hong Kong Public Offer if the Bank fails to make a valid application on your behalf after you have fully complied with these Terms and Conditions of IPO Subscription Services.
- q. You confirm that you will monitor the position of securities margin account when using the securities margin account to subscribe for the securities in the Hong Kong Public Offer. If there is a margin call, you will be responsible to pay the amount of the margin call. The Bank may at any time, without notice, cancel the application for the securities in the Hong Kong Public Offer or sell the securities in the Hong Kong Public Offer allocated to offset the cash shortfall.

#### **4. Acknowledgement of receipt of your instruction**

- a. The Bank will acknowledge receipt of your instruction to apply for securities in the Hong Kong Public Offer (or cancellation instruction, if applicable). You should be aware that an acknowledgement from the Bank that an instruction to apply for securities in the Hong Kong Public Offer (or cancellation instruction, if applicable) has been received does not constitute an acceptance by the Issuer of your application (or cancellation, if applicable) or indicate that the Bank will process your application (or cancellation, if applicable) immediately. Your application will only be processed after your Subscription Amount has been fully received in immediate available funds by the Bank or upon successful application for subscription by way of IPO financing (where applicable). Your cancellation instruction will only be processed upon the Bank's receipt of the confirmation of cancellation instruction from the HKSCC EIPO Channel. The refund will be credited to the Relevant Account after confirmation.
- b. Cancellation instruction can only be submitted to the Bank within designated period for each Hong Kong Public Offer as determined by the Bank from time to time. If the cancellation instruction is rejected by the HKSCC EIPO Channel for any reasons, the original application submitted will remain effective. Cancellation instruction is not applicable for subscription by way of IPO financing.

## **5. Eligibility for making an application under IPO Subscription Services**

Individual customer must be over the age of 18. Corporate customer must be a body corporate that is duly incorporated and validly existing under the laws of the jurisdiction of its place of incorporation. And both types of customers must be an existing client of the Bank's securities services and qualified to apply for securities in the Hong Kong Public Offer on the terms and conditions set out in the Prospectus.

## **6. Submission of application**

Upon receipt of your application and receipt of valid payment of the full Subscription Amount from you or upon successful application for subscription by way of IPO financing (where applicable), the Bank (and not the Issuer or its agent) will submit an application on your behalf in accordance with the requirements of the Issuer.

## **7. Notification of results**

The Issuer (but not the Bank) is responsible for announcing the results of allocation of the securities offered. The Bank will notify you of the result of your application promptly after the Bank has been notified of the result by the Issuer.

## **8. Distribution of certificates for securities**

The credit of securities in the Hong Kong Public Offer to the relevant CCASS participant stock account is the responsibility of the share registrar of the Issuer and not the Bank.

## **9. Refund of Subscription Amount**

- a. The Bank will, promptly after receipt, credit the Relevant Account with the net amount of any refund actually received by the Bank from the Issuer. All refunds will be made without interest.
- b. The refund of IPO financing is subject to the "Terms and Conditions for Term Loan Facility for financing subscription of new issue shares or other exchange-traded instruments (IPO Financing)".
- c. The Bank's fees and charges in relation to the application are not refundable, whether the application is unsuccessful, partially successful or rejected or in the event of any postponement or withdrawal of the listing of the securities.
- d. The Bank shall credit/refund the Subscription Amount that the Bank has received from you to the Relevant Account if the Bank does not accept your instructions for application for securities in the Hong Kong Public Offer at such time and in such way as specified by the Bank. You irrevocably acknowledge that the Bank's responsibility is limited to crediting the Relevant Account with the Subscription Amount and further that you shall not object or claim for damages in respect of any delay in such credit. The Bank reserves the right to choose other methods of refund or to refund the Subscription Amount to other persons entitled to them.

## **10. Miscellaneous**

- a. The Bank may sub-contract, outsource or delegate the performance of IPO Subscription Services or any parts thereof to any third parties.
- b. These Terms and Conditions of IPO Subscription Services shall operate in addition and without prejudice to the Bank's current "Conditions for Services" which also apply.
- c. Each of the terms and conditions herein 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.
- d. The Bank shall be entitled to prescribe, from time to time, the form of notice (whether written or in any other form) and the mode of communication to be given.
- e. Communications sent by you to the Bank are effective only on the day of actual receipt by the Bank.
- f. These Terms and Conditions of IPO Subscription Services are available in both English and Chinese languages. The English version shall prevail over the Chinese version in case of inconsistency.

#### **11. Governing law and jurisdiction**

All transactions are subject to the laws of Hong Kong and the requirements of Hong Kong Stock Exchange and SFC.

You have read and agree to be bound by these Terms and Conditions of IPO Subscription Services and confirm that you have the full right and authority to enter into this agreement with the Bank and that you are eligible to apply for the securities in the Hong Kong Public Offer under the terms and conditions of the Prospectus.



## **Information, Warnings & Disclaimers in relation to IPO Subscription Services**

### **INFORMATION REGARDING IPO Subscription Services**

The services for IPO subscription available on the electronic platforms or branch offices of BANK OF CHINA (HONG KONG) LIMITED (the "Bank") ("IPO Subscription Services") are provided by the Bank and not by the issuer of the securities concerned (the "Issuer"), global coordinators, sponsors, underwriters, coordinators or other parties involved in the offer for sale of securities (the "Hong Kong Public Offer") and are not otherwise authorised by any of them. Applications for securities of the Issuer made under this IPO Subscription Services (the "Application") will be made by you or the Bank on your behalf acting as your agent and not as agent for any parties involved in the Hong Kong Public Offer.

You should read the prospectus relating to the Hong Kong Public Offer (the "Prospectus") before applying for the securities. You may obtain the Prospectus which is available at the website of the Hong Kong Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk).

### **WARNINGS**

IPO Subscription Services which are provided via branches, the internet and other electronic means, are subject to the risks of system failure, unavailability of services, defects, miscommunication, transmission errors and delay, emergency, unauthorised use or leakage of information (including but not limited to personal data), loss of data, blackout, backlog, bugs and virus attack, mechanical and electronic equipment failure, interception, interruption, configuration problems, access failure, internet traffic delay, breakdown and interruption of system and system maintenance.

### **DISCLAIMERS**

The Bank is not responsible for any losses or damages (including but not limited to economic, consequential, incidental or special losses or damages, whether contractual, tortious, statutory, strict, civil or criminal to the extent permitted by law), claims, actions or demands directly or indirectly arising from any inconsistency, inaccuracy, incompleteness or incorrectness in any information provided in the Prospectus, as well as delay or failure in executing your instruction or in making any payment, or loss of any information. Apart from the aforementioned, the Bank is not responsible for any omission, error, loss, inaccuracy or misrepresentation of IPO Subscription Service or of

other electronic means, to you or anyone or any legal entity.

The Bank does not guarantee or warrant (whether implied or express) the accuracy, completeness, correctness or timeliness of any information.

All information provided by the Bank is for your reference only and nothing herein contained shall constitute an offer, solicitation, advice or recommendation to buy or sell or otherwise deal with any investment, product or service (including without limitation in any jurisdiction where the offer or sale is not qualified or exempt from regulation). Please consult your own financial adviser, lawyer, tax advisor and other professionals. Please note that the prices of securities you invest may fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

The Bank will not be liable for any act or omission by you, the Issuer, sponsors, underwriters, coordinators, receiving bankers, registrar or other parties involved in the Hong Kong Public Offer.

The Bank is under no duty to enquire into the genuineness or authenticity of your signature(s), signatures of your authorized signatories or any information that you provide to the Bank from time to time.

In case of any liability arising directly from the Bank's negligence or bad faith, your only remedy will be the refund of the fees that you have paid to the Bank for the provision of the IPO Subscription Services by the Bank, provided that you have notified the Bank within 2 business days of your becoming aware of the loss. However, the Bank will not be responsible if the loss is caused by you directly or indirectly and the Bank will not be subject to any judgment or claim.

The Bank does not accept responsibility for any loss of your password, pin, account no., or order no., any unauthorised use or disclosure of any information, or failure of power supply or equipment, or any causes beyond its control, or for any losses, damages, claims, demands or actions of whatever nature arising from your use of the internet. Your responsibility in respect of unauthorized instructions given electronically is set out in the Bank's current Conditions for Services.

There is no warranty of merchantability or fitness for any particular use or purpose or

of non-infringement by the Bank. Any implied warranty against the Bank is excluded to the extent permitted by law.

There is no warranty (whether express or implied) in respect of the IPO Subscription Services provided by the Bank or of the Bank's other electronic means.

The Bank will notify you of the result of your application promptly after the Bank has been notified of the result by the Issuer.

Unless otherwise specified in the Prospectus, the use of this IPO Subscription Services will not give rise to any legal relationship (including but not limited to contractual or relationship) with the Issuer, global coordinators, sponsors, underwriters, coordinators, any other parties involved in the Hong Kong Public Offer or their respective directors, officers, employees, partners, agents and advisers.