

## Terms and Conditions

For

### Representatives of Listed Issuers or Listing Applicants

#### 1. Interpretation

(a) Unless otherwise expressly stated to the contrary, terms used herein shall bear the meanings as follows:

Authorised Person means a person whom the e-Submission User has nominated and authorised to access and use the e-Submission System, such as, the authorised person, administrator, security officer, listing related matter user, publication related matter user, as nominated by e-Submission User in its application for registration of the e-Submission System and any changes thereto as maintained by the e-Submission User in accordance with these Terms and Conditions;

e-Submission System means the internet based system which may be used by an e-Submission User to (i) transmit information, communication or other material to HKEX for the purpose of publication on the Website and (ii) transmit information, communication or other material to SEHK for the purpose of processing transactions or matters regarding listed issuers, new listing applicants or other relevant parties by SEHK;

e-Submission User means a subscriber accepted by HKEX to use the e-Submission System to submit Publication Information and Transaction Information on behalf of a listed issuer or a new listing applicant, or such other person as may be permitted by HKEX at its absolute discretion;

Exchange Listing Rules means the rules governing the listing of securities made by SEHK in respect of any of its markets from time to time, including any appendices to such rules, any listing agreement or other contractual arrangement entered into with any party pursuant thereto, and rulings of the SEHK made in pursuance thereof;

HKEX means Hong Kong Exchanges and Clearing Limited, including its successors and assigns;

Publication Information	means information, communication or other material required to be published under the Exchange Listing Rules or the Takeovers Code, or otherwise as may be permitted by HKEX at its absolute discretion, which is submitted or provided by the e-Submission User to HKEX through the e-Submission System for the purpose of publication on the Website;
Relevant Parties	means subsidiaries, associated companies and affiliates of HKEX from time to time and the respective directors, officers, employees, agents and other representatives of HKEX or any companies aforementioned;
SEHK	means The Stock Exchange of Hong Kong Limited, including its successors and assigns;
Security Code	means a one-time password for access to the e-Submission System, whether generated by a Security Device or sent to the registered mobile phone number of the e-Submission User via SMS message;
Security Device	means an electronic device on which a Security Code may be generated;
Takeovers Code	means the Code on Takeovers and Mergers approved by the Securities and Futures Commission as amended from time to time;
Terms and Conditions	means these terms and conditions as from time to time amended and in force;
Transaction Information	means information, communication or other material submitted or provided by the e-Submission User to SEHK through the e-Submission System (whether pursuant to any requirements under the Exchange Listing Rules, the Takeovers Code or otherwise) for the purpose of processing transactions or matters regarding listed issuers, new listing applicants and other relevant parties; and
Website	means the official website of HKEX from time to time and/or such other websites (such as the "GEM website" as defined in the Rules Governing the Listing of Securities on the GEM of The Stock Exchange of Hong Kong Limited), form, media or contexts as HKEX may prescribe from time to time for publication of information, communication or other material submitted to HKEX using or through the e-Submission System.

- (b) Headings are for ease of reference only and do not form part of these Terms and Conditions. Words denoting the singular include the plural and vice versa, words denoting one gender include all genders and words denoting persons including corporations and vice versa.
- (c) If there is any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.

## **2. Services**

The e-Submission System provides the e-Submission User, subject to these Terms and Conditions, with a means to submit: (i) Publication Information to HKEX for posting on its Website and (ii) Transaction Information to SEHK for processing transactions or matters regarding listed issuers and new listing applicants. HKEX is the operator of the e-Submission System and is responsible for all publication-related matters, while SEHK, which operates and maintains the stock markets in Hong Kong and acts as the frontline regulator of companies listed on the markets SEHK operates through the interpretation, administration and enforcement of the Exchange Listing Rules, is responsible for the oversight of all listing-related transactions and matters.

## **3. Acknowledgement of the Terms and Conditions**

- (a) A reference in these Terms and Conditions to the e-Submission User shall, as the context requires, include its Authorised Persons.
- (b) Access to and use of the e-Submission System are granted to the e-Submission User subject to and in accordance with these Terms and Conditions. In order to access the e-Submission System, the e-Submission User shall log in by using its registered user ID(s), user password(s) and Security Code(s).
- (c) The use of the registered user ID(s), user password(s) and Security Code(s) constitutes the acceptance by the e-Submission User of these Terms and Conditions and once the e-Submission User has logged onto the e-Submission System, the e-Submission User will be deemed to have read and accepted these Terms and Conditions. HKEX (for itself and/or on behalf of SEHK) reserves the absolute right, at its sole discretion, to vary these Terms and Conditions in any way and at any time. By logging onto and/or continuing to use the e-Submission System, the e-Submission User specifically accepts these Terms and Conditions as varied. A reference in these Terms and Conditions to the e-Submission User logging onto, continuing to use, or otherwise accessing the e-Submission System, shall include any such act done by any person using the user ID(s), user password(s) and Security Code(s) of the e-Submission User, as authorised, explicitly or impliedly, by the e-Submission User.

- (d) It is expressly acknowledged by the e-Submission User that any person using the user ID(s), user password(s), Security Code(s) and the e-Submission System is acting on behalf of the e-Submission User and has the authority to act on its behalf.

#### **4. Security Codes and Security Devices**

- (a) Security Code(s) will be generated by HKEX or a third party software application either on e-Submission User's own electronic device or a security device provided by HKEX.
- (b) If the e-Submission User opts to install the third party software application on its own electronic device, such Security Device must be owned and controlled by the e-Submission User. The third party application will be provided subject to such third party's separate set of terms and conditions (including third party's privacy policy) and e-Submission User shall ensure compliance with such terms and conditions. The e-Submission User shall not install the third party software application on any Security Device (or the operating system of which) that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail-broken or rooted device means one that has been freed from the limitations imposed on it by the mobile service provider and/or the phone manufacturer without their approval. The installation of a third party application on a jail-broken or rooted device may compromise security and lead to fraudulent transactions.
- (c) If a Security Device provided by HKEX fails to function properly, HKEX will provide a replacement at no charge if HKEX is satisfied that such Security Device's failure to function properly is not caused by misuse, default or negligence on the e-Submission User's part. Save and except as provided for above, HKEX may require the e-Submission User to pay any reasonable fees, charges and all other costs for the replacement of a Security Device provided by HKEX.

#### **5. Proper use of the Registered User ID(s), User Password(s), Security Code(s), Security Device(s) and the e-Submission System**

- (a) The e-Submission User shall keep confidential its registered user ID(s), user password(s), Security Code(s) and Security Device(s). Under no circumstances shall the e-Submission User disclose, assign or allow any use of any of its registered user ID(s), user password(s), Security Code(s) and Security Device(s) or cause them to be disclosed to or come into the possession or control of any unauthorised third party (i.e. any person who is not duly authorised by the e-Submission User to access and/or use the e-Submission System on its behalf).

- (b) The e-Submission User shall not permit any person or entity other than the Authorised Persons to access and use the e-Submission System.
- (c) The e-Submission User will promptly update its records on the e-Submission System to reflect any changes to the information provided to HKEX whether on the application form or through the e-Submission System including any changes to any authorisations.
- (d) The e-Submission User shall procure that all Authorised Persons are aware of and comply with these Terms and Conditions from time to time in force. Breach of any provisions hereof by an Authorised Person shall be regarded as a breach by the e-Submission User.
- (e) The e-Submission User shall be fully responsible for any access and use of the e-Submission System by its Authorised Persons, any accidental or unauthorised disclosure of or access to its registered user ID(s), user password(s), Security Code(s) and Security Device(s) by any other person and any unauthorised access and/or use of the e-Submission System arising therefrom. The e-Submission User is solely responsible for any damage and liability (including costs, legal costs and expenses) caused to HKEX, SEHK and all other Relevant Parties in connection with or arising from such unauthorised access and/or use and the e-Submission User shall indemnify and hold HKEX, SEHK and all other Relevant Parties harmless from any damage so caused and compromise of HKEX's security.
- (f) If the e-Submission User becomes aware of or has reasonable grounds to suspect any actual or possible unauthorised use of its registered user ID(s), user password(s), Security Code(s) and/or Security Device(s), it shall notify HKEX by phone at such phone number as HKEX may from time to time prescribe and shall confirm the same in writing as soon as practicable immediately afterwards to HKEX. Where HKEX has been notified of any actual or possible unauthorised use of the user ID(s), user password(s), Security Code(s) and/or Security Device(s) or where the e-Submission User is no longer a user of the e-Submission System for any reason, HKEX will as soon as commercially practicable take steps to cancel or invalidate the applicable user account(s) which is comprised of the relevant registered user ID(s) and user password(s), Security Code(s) and/or Security Device(s) and notify the e-Submission User but, until such notification, the e-Submission User remains fully responsible for any access and use of the e-Submission System (whether authorised by the e-Submission User or not) by means of such registered user ID(s), user password(s), Security Code(s) and/or Security Device(s).

## 6. Delivery of and warranty regarding information

### (a) General requirements

- (i) All Publication Information and Transaction Information shall be provided to HKEX and/or SEHK in a virus-free electronic format according to the timing and procedures specified by HKEX and/or SEHK from time to time or in such other manner as may be determined and promulgated by HKEX and/or SEHK from time to time.
- (ii) At all times, the e-Submission User shall not, to the best of its knowledge, information and belief, submit any information, communication or other material that infringes any third party's copyrights, patents, trademarks or trade secrets or other intellectual property rights.
- (iii) Each of HKEX, SEHK and the e-Submission User acknowledges that the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the e-Submission User's or HKEX's and SEHK's control. The e-Submission User, HKEX and SEHK acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of its information, communication or other material resulting in delays in the processing of such information, communication or other material submitted through the e-Submission System. Each of HKEX, SEHK, and the e-Submission User recognizes that it is impossible to maintain flawless security. HKEX shall not be liable for any unauthorised access to the e-Submission System by any third party.
- (iv) In the event that the e-Submission System cannot be accessed by the e-Submission User during normal operational hours of the e-Submission System (whether, as announced by HKEX and/or SEHK, due to a technical default, malfunction or breakdown in the e-Submission System), the e-Submission User may submit Transaction Information or Publication Information (as the case may be) in accordance with the alternative means and procedures specified by HKEX and/or SEHK from time to time or in such other manner as may be determined and promulgated by HKEX and/or SEHK from time to time.

### (b) Information submitted to HKEX for publication

- (i) HKEX represents and the e-Submission User acknowledges and agrees that the e-Submission System is a "passive conduit" whereby HKEX only transmits, passes on and delivers Publication Information in such content and form as it is delivered to HKEX through the e-Submission System by the e-Submission User. As such, HKEX does not have any control over or does not screen the Publication Information delivered to HKEX through the e-Submission System for publication on the

Website. HKEX neither accepts nor assumes any obligation in relation to publication of any Publication Information passing through the e-Submission System. HKEX has the right, but not the obligation, to refuse or remove the publication of any Publication Information at its Website or its server or block access over the Internet at its sole discretion and for whatever reason.

- (ii) The e-Submission User represents, warrants and undertakes to HKEX that any Publication Information submitted has, where applicable, been reviewed and cleared by SEHK prior to its submission for publication and that such Publication Information has been approved for publication by the listed issuer or new listing applicant on the purported behalf of which such Publication Information is submitted. No Publication Information submitted to HKEX may be withdrawn save with the permission of HKEX which shall be given at its sole discretion.
  
- (iii) All Publication Information provided by or on behalf of the e-Submission User to HKEX for publication on the Website shall be matters required to be published under the Exchange Listing Rules or the Takeovers Code, or otherwise as may be permitted by HKEX at its absolute discretion. The e-Submission User acknowledges that the e-Submission System should not be used to publish any information, communication or other material save as aforementioned, including without limitation, information, communication or other material of a general advertising or promotional nature.

## **7. Publication of information**

- (a) Notwithstanding clause 6(b), HKEX shall have the right to, without giving prior notice to the e-Submission User, at any time after publishing any information, communication or other material on the Website, withdraw the information, communication or other material from the Website if, in the reasonable opinion of HKEX, it is inaccurate, incomplete, false, misleading, out-dated, defamatory, obscene, violates or is likely to violate any applicable laws or regulations or infringes or is likely to infringe any intellectual property rights of any third party or, unless permitted by HKEX at its absolute discretion, where the information, communication or other material is not required to be published under the Exchange Listing Rules or the Takeovers Code.
  
- (b) Notification and/or confirmation that a submission of Transaction Information or Publication Information has been received through the e-Submission System and confirmation that the Publication Information submitted has been published will be provided by HKEX or SEHK (as the case may be) by way of email or any other means which HKEX or SEHK considers appropriate.
  
- (c) For the avoidance of doubt and without prejudice or limitation to paragraph (a) above, nothing in these Terms and Conditions shall be construed as imposing upon HKEX an obligation to publish on the Website

any Publication Information submitted to HKEX for publication pursuant to the requirements of the Exchange Listing Rules or the Takeovers Code.

## **8. Disclaimer of liability**

- (a) The e-Submission User acknowledges that any use of or reliance upon any part of the e-Submission System shall be at its sole risk. The e-Submission User further acknowledges that use of the e-Submission System is provided on an "AS IS, AS AVAILABLE" basis and without warranty or condition of any kind, whether expressed or implied.
- (b) The e-Submission User acknowledges that neither HKEX, SEHK nor any of the Relevant Parties controls the third party software application which generates Security Codes or any Security Device that may be provided by HKEX; and that such third party software application and any Security Device provided by HKEX is provided on an "AS IS, AS AVAILABLE" basis and without warranty or condition of any kind, whether expressed or implied. HKEX, SEHK and all other Relevant Parties assume no responsibility of any kind relating to the installation, use of and inability to use such third party software application or Security Device provided by HKEX.
- (c) HKEX, SEHK and all other Relevant Parties assume no responsibility of any kind for any interruption, interception, suspension, delay in the transmission of Security Code(s) to the e-Submission User.
- (d) Access to the e-Submission System by the e-Submission User or the Security Device for generating Security Code(s) may be disrupted. HKEX, SEHK and all other Relevant Parties shall not be liable in any way for any loss or damage howsoever arising out of or in connection with the access or inability to access the e-Submission System by the e-Submission User.
- (e) HKEX, SEHK and all other Relevant Parties assume no responsibility of any kind for any submission or posting using or made through the e-Submission System.
- (f) HKEX, SEHK and all other Relevant Parties shall not be liable or responsible (whether in tort, contract or otherwise) for any claim for any losses or damages of any kind (whether direct or indirect) whatsoever and howsoever arising from the use of, reliance upon and inability to use the e-Submission System or any related system or software including any mishandling, omission, non-delivery, delay, negligent or unauthorised use of the e-Submission System or of the e-Submission User's registered user ID(s), user password(s), Security Code(s) and Security Device(s).



- (g) In addition and without prejudice to the other situations (including those situations covered by the disclaimers contained in the disclaimer statement in any relevant pages of the e-Submission System and the Website):
- (i) HKEX, SEHK and all other Relevant Parties accept no responsibility of any kind for the accuracy, completeness or reliability of the content or format of any Publication Information at any time before or after submission and posting of any such Publication Information. It is the sole responsibility of the e-Submission User to ensure that all Publication Information has, where applicable, been reviewed and cleared by SEHK and that such Publication Information has been approved for publication by the listed issuer or new listing applicant on behalf or on the purported behalf of which such Publication Information is submitted.
  - (ii) HKEX, SEHK and all other Relevant Parties shall not be liable for any action taken or for any failure, hindrance or delay in the performance in whole or in part of HKEX's and SEHK's obligations under these Terms and Conditions if such action, failure, hindrance or delay arises out of causes beyond the control of HKEX and SEHK. 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, 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, computer damage due to unauthorised 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 HKEX and SEHK.
- (h) The e-Submission User agrees and acknowledges that the exclusion or limitation of liability in these Terms and Conditions is reasonable for the protection of HKEX, SEHK and other Relevant Parties but, if for any reason under any applicable laws that the exclusion or limitation of certain types of liability may not be permitted, the liability of HKEX, SEHK and other Relevant Parties will be excluded or limited to the maximum extent permissible by the applicable laws.
- (i) The e-Submission User irrevocably and unconditionally agrees to defend, indemnify in full and hold HKEX and SEHK and all other Relevant Parties harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees) in connection with or arising out of the e-Submission User's breach of these Terms and Conditions and/or its improper use of the e-Submission System (except where HKEX or SEHK is guilty of anything not done or not omitted to be done in good faith on its part and where such act or omission directly causes such liabilities, damages, claims, actions, costs and expenses).

## **9. Intellectual property rights**

- (a) Save for any intellectual property rights which the e-Submission User may have in relation to any Publication Information, the e-Submission User acknowledges that the contents and materials of the web pages of the e-Submission System (including the organisation and layout of the web pages) are proprietary to HKEX and the copyright and other intellectual property rights in them belong to HKEX.
- (b) The e-Submission User acknowledges that the e-Submission System and the related systems and software are proprietary to HKEX. The e-Submission User shall not tamper with, modify, decompile, reverse engineer or otherwise alter the web pages of the e-Submission System or any of the related software and the e-Submission User shall not attempt to gain unauthorised access to any part of the web pages of the e-Submission System. HKEX is entitled to deny the e-Submission User's access to all or any part of the e-Submission System if the e-Submission User performs any of the above acts or if HKEX at any time reasonably suspects that the e-Submission User has performed or attempted to perform any of them.

## **10. Modification, discontinuance or termination**

- (a) HKEX reserves the right to modify or discontinue, temporarily or permanently, the e-Submission System (or any part or feature thereof) at any time after giving prior written notification to the e-Submission User if it is practicable, or otherwise, without any prior notification if such notification is not practicable. HKEX may terminate or suspend the e-Submission User's access to all or part of the e-Submission System with effect from any time as it considers appropriate for any reason including, without limitation, breach of these Terms and Conditions or any other terms or conditions as prescribed by HKEX from time to time. In particular, HKEX shall be entitled, in its sole discretion, to temporarily suspend all or part of the e-Submission System in order to upgrade or modify the e-Submission System or any related systems or software and/or to restrict the e-Submission User's access to and use of the e-Submission System where HKEX considers it reasonably necessary for the operation or maintenance of the e-Submission System or any related systems or software. HKEX, SEHK and all other Relevant Parties shall not be liable to the e-Submission User or any third party for any claims of any kind related to such termination, restriction or suspension of the e-Submission System.
- (b) HKEX reserves the right to, and e-Submission User agrees that HKEX may, cancel these Terms and Conditions and terminate the e-Submission User's access and use immediately and without prior notice in the event that, as determined by HKEX in its sole discretion, the e-Submission User fails to fulfil any obligation contained in these Terms and Conditions.

## **11. Representations and warranties by the e-Submission User**

The e-Submission User hereby represents and warrants to HKEX that:

- (i) all information provided to HKEX and SEHK in relation to its application to become an e-Submission User and all information which may subsequently be provided for the maintenance of its status as an e-Submission User from time to time is complete, correct and accurate;
- (ii) its subscription for use of the e-Submission System and its acceptance and performance of its obligations under these Terms and Conditions have been duly authorised with all necessary corporate or third party approvals obtained and do not violate the constitutive documents of the e-Submission User or any law, regulation or other agreement binding on the e-Submission User;
- (iii) these Terms and Conditions constitute a legally binding and enforceable contract; and
- (iv) in relation to its using the e-Submission System, it shall comply with all applicable laws and regulations including, without limitation, all rules and directions of HKEX and/or SEHK.

## **12. Representative of an entity other than a listed issuer or a listing applicant**

The e-Submission User may be permitted by HKEX from time to time to act on behalf of an entity other than a listed issuer or listing applicant for submission of Takeovers Code-related information, communication or other material to HKEX for the purpose of publication on the Website. In such circumstances, the e-Submission User shall represent, warrant and undertake to HKEX that such information, communication or other material submitted has been reviewed and cleared by the Securities and Futures Commission prior to its submission, is published in accordance with all requirements of the Takeovers Code and has been approved and authorised for publication by the entity on behalf of which such information, communication or other material is submitted. For the avoidance of doubt and where the context requires, references to "Publication Information" set out in these Terms and Conditions shall include the information, communication or other material submitted to HKEX pursuant to this clause.

## **13. Notices**

All notices, requests, demands or other communications from HKEX to the e-Submission User may be given orally 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 e-Submission User as maintained by HKEX.

#### **14. Third Party Rights**

A 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 any term of these Terms and Conditions.

#### **15. Governing law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the e-Submission User hereby unconditionally and irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong in respect of all matters and disputes arising under or in connection with these Terms and Conditions.