Terms and Conditions for eIPO Subscription Services

1. Fubon Bank (Hong Kong) Limited (the "Bank") will provide electronic IPO subscription services (the "eIPO Subscription Services" or this "Service") for single/ joint name securities account through internet trading services and/ or mobile application FB Invest+ (the "electronic channel"). The use of the eIPO Subscription Services are subject at all times to Terms and Conditions for eIPO Subscription Services (the "these Terms and Conditions"), the Global Terms and Conditions for Accounts and Services (the "Global Terms and Conditions") and all other terms and conditions which are applicable or relevant to the subscriptions under the IPOs including but not limited to the terms and conditions set forth in the Prospectus. By selecting the "Confirm" button displayed at the end of this Service, the Customer will be deemed to have accepted and be bound by all these Terms and Conditions.

(I) The Services

- 2. Customer should read these Terms and Conditions of using this Service and shall acknowledge his/ her agreement to abide by these Terms and Conditions. All information (including the prospectus, supplemental prospectus and other offering documents) relating to the relevant Public Offer (collectively the "Prospectus") on electronic channel provided by the Bank is for 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. The Customer fully understands investment involves risks. The prices of securities fluctuate, sometimes dramatically. The prices of securities may move up or down, and may become valueless. The Bank is not the investment advisor of the Customer and shall not be responsible for any loss or damage which may be suffered by the Customer as a result of any investment by using the eIPO Subscription Services.
- 3. The Bank shall not have any liability in respect of, is not responsible for, has not authorised and shall not be deemed to have authorised or made any representation in respect of any of the contents of the Prospectus.
- 4. The Bank is authorized to act as the agent of the Customer for the purpose of applying for securities in the relevant Public Offer. Upon receipt of the application instruction through the eIPO Subscription Services and subject to the compliance of these Terms and Conditions by the Customer, the Bank shall be entitled to submit the relevant application for such amount of securities to the issuer in the name of FB Securities (Hong Kong) Limited or any other nominee(s) (the "Nominee") on behalf of the Customer in accordance with his/her instructions. An application instruction for securities submitted through the eIPO Subscription Services is irrevocable and cannot be cancelled without the prior consent of the Bank. The Bank will assign a Subscription Number for reference, but such acknowledgement does not constitute a confirmation by the Bank to process the application instruction.
- 5. The Customer acknowledges that the Bank and the Nominee are not an agent for the issuer of the securities or any other parties (including but not limited to sponsors, underwriters, coordinators, receiving bankers or registrar) involved in the Public Offer. The Customer's application instruction to the Bank is not in itself an application to the issuer of the securities, and no legal relationship exists

between the Customer and the issuer until an application on his/her behalf has been made to and accepted by the issuer. The Bank shall not be liable for any act or omission by the issuer or such other parties involved in the Public Offer.

(II) Customer Obligations

- 6. Eligibility for making an application under eIPO Subscription Services:
 - a. The Customer must be over 18 years of age and must satisfy all other requirements (if any) specified by the Issuer and/or the Bank.
 - b. The service is only available for single and/or joint name securities account. It is not available for corporate securities account.
 - c. The Customer shall submit the Application as principal only.
- 7. Customer acknowledges that he/she is solely responsible for independently determining to completion the subscription form for securities in respect of a public offer and to seek independent professional advice on legal and other issues in connection with the use of this eIPO Subscription Services. By submitting the IPO application instruction to the Bank through electronic channel, the Customer confirms and warrants that:
 - a. the Customer has been provided with sufficient opportunity to access the Prospectus of the relevant Public Offer and he/she has read and fully understood the Prospectus and has (where appropriate) obtained independent professional advice. The application is based solely on the contents of the Prospectus of the relevant Public Offer and not on any other information including but not limited to the promotional or marketing materials and media coverage;
 - the Customer has read and agreed to be bound by these Terms and Conditions, "Disclaimer" and "Privacy Policy Statement" and other relevant terms and conditions set out on the Bank's website;
 - c. the Customer is eligible to apply for the securities in accordance with the terms and conditions of the Prospectus;
 - d. this is the only application intended to be made by the Customer as principal and the Customer is not acting as agent, nominee or trustee for other person in the application; and
- 8. The Customer must input the requisite information in all the applicable parts in the eIPO application. The Customer undertakes and warrants that all such information provided to the Bank is true, complete and accurate, the Customer shall promptly notify the Bank of any change of such information. The Bank has the sole and absolute discretion to accept or reject the Application which does not contain all the requisite information.
- 9. The subscription money of the securities and all necessary expenses, including without limitation brokerage commissions, stamp duties, taxes, levies and the Bank's fees and expenses, will be debited from the designated settlement account of the Customer. The Customer must ensure that there are sufficient funds (funds are not included the unsettled transaction amount) in the designated settlement account to pay for the total amount of application money and other related expenses to be incurred. In case there are insufficient funds in the designated settlement account, the application will not be processed by the Bank.

- 10. The Customer understands and agrees that the Bank is not obliged to but shall have the sole and absolute discretion to submit the application notwithstanding insufficiency of funds in the designated account to pay the application amount and all related fees, charges and expenses in connection with the application. In that case, the Customer consents to the Bank overdrawing the designated account and undertakes to be fully responsible for such overdraft including all interest and other charges (if any) payable to the Bank on the amount so overdrawn.
- 11. The Bank has the sole discretion to specify on any date and time of the electronic application before which the application is required to be submitted to the Bank (which may be earlier than the date and time specified in the Prospectus) subsequent to which, the Application will not be accepted by the Bank.
- 12. The Customer agrees to comply and be bound by the Prospectus of the relevant Public Offer and all application procedures and the selling restrictions set out in the relevant Prospectus. The Customer further agrees that the Bank and the Nominee shall be entitled to disclose any personal data and other information of the Customer to the issuer, share registrar, HKSCC, CCASS, other parties involved in the relevant Public Offer and their respective agents. If the securities account for submitting the application is a joint account, each of the joint account holders will be jointly and severally liable for the applications and be bound by these Terms and Conditions.
- 13. The Customer authorizes the Bank and the Nominee to:
 - a. give all undertakings, representations, declarations and warranties, execute any documents and do all things which the Prospectus of the relevant Public Offer may require for the purpose of the application for the relevant securities on behalf of the Customer; and
 - b. make such application for securities by means of any applicable computer storage method, transmission over any network or any other available means, to include the Customer's application as part of an application made on behalf of the Bank and other customers, and to submit the Customer's application moneys together with other application moneys in the form of any means as the Bank or the Nominee may think appropriate.

(III) Liability and Indemnity

- 14. Without prejudice to other provisions herein contained, the Customer acknowledges that the Bank shall not be obliged to accept or implement any application for securities under the eIPO Subscription Services:
 - a. once the Public Offer of the relevant securities closes;
 - if there are insufficient funds (funds are not included the unsettled transaction amount) in the designated settlement account of the Customer at the time of settlement to be determined by the Bank;
 - c. if the Bank, in its absolute discretion, believes that the Prospectus or processes for collection and handling of applications have been tampered with or duplicate or multiple applications by or on behalf of the Customer have been made to the issuer or the Customer has not complied with such requirements under the Prospectus;

- d. if the Bank, in its absolute discretion, believes that to implement such application for securities might be illegal or might breach any contract or rules of any regulatory body or any rules or operational procedures of any clearing system involved; or
- e. if the Bank has any other reasonable ground not to process the instructions of the Customer.
- 15. If the Customer has submitted duplicate or multiple applications for the public offer through the Bank, the Bank shall be entitled to reject the applications.
- 16. The Bank shall be entitled to hold on behalf of the Customer any quantity of securities allotted to him/her (which may be less than the quantity applied for). Any securities allotted to the Customer will only be credited to the securities account after the Bank has actually been credited with or received such securities. All securities subscribed or purchased by the Customer pursuant to these Terms and Conditions will be held in the name of the Nominee under any specified securities account maintained by the Customer with the Bank.
- 17. If the application is unsuccessful or partially successful, or the offer price of the securities is less than the share price initially paid by the Customer, the issuer will arrange to refund the surplus subscription amount to the Customer in accordance with the terms and conditions of the Prospectus of the relevant Public Offer. The Bank will, promptly after receipt, credit the Customer's designated settlement account with the net amount of any refund actually received by the Bank from the share registrar or the issuer. All the Bank's fees and charges are not refundable, whether the application is unsuccessful or partially successful. If the Bank has not submitted any application on behalf of the Customer in accordance with these Terms and Conditions, the Bank will arrange for the refund of any money debited without interest to the Customer.
- 18. The Customer assumes all risks associated with conducting transactions over the internet, mobile application or other electronic channel including, without limitation, that the transactions may be subject to interruption, transmission blackout, delayed transmission due to internet traffic, incorrect data transmission due to the public nature of the internet, any delay or error in transmission of instructions due to breakdown or failure of communication facilities, or any other cause beyond the control of the Bank. The Customer shall not, or attempt to, copy, reproduce, frame, upload to a third party, transmit or distribute the whole or any part of the Prospectus of the relevant Public Offer or in any way tamper with any part of the Bank's website/mobile application.
- 19. Without prejudice to any provisions herein contained, the Bank and the Nominee shall not be liable to the Customer for loss and damages in respect of:
 - a. the accuracy, completeness, correctness or timeliness of any Prospectus of the relevant Public Offer, whether it is delivered through the Bank to the Customer, through a hyperlink on the Bank's website or otherwise and the Bank does not guarantee or warrant the accuracy, completeness, correctness or timeliness of any such information;
 - b. any losses which the Customer may suffer as a result of any rejection of his/her application for securities;

- any losses which the Customer may suffer from anything which the Bank does or omits to do
 (in the absence of gross negligence, willful default or bad faith on the part of the Bank) in
 connection with any instruction for application for securities;
- d. anything done or omitted to be done because of any legal requirement, any requirement of a regulatory body or authority or an order or direction of a court or tribunal;
- e. any interruption, failure or error of the internet or any electronic, computer or other system;
- f. anything done or omitted to be done by any of the other parties involved in the issue of securities; or
- g. anything beyond the control of the Bank and/or the Nominee.
- 20. The Customer shall indemnify the Bank and /or the Nominee against all losses and expenses which may be incurred or suffered by the Bank and/or the Nominee arising out of or in connection with:
 - a. the acceptance and implementation of any instructions under the eIPO Subscription Services;
 - b. <u>any breach by the Customer of his/her obligations under the Prospectus and/or these terms</u> and conditions;
 - c. anything done or omitted to be done by the Bank in reliance on instructions or communications which the Bank in its absolute discretion believes to have been given by the Customer or on his/her behalf or any failure of the Customer to give instructions;
 - d. <u>any proceeding or investigation by or on behalf of any regulatory body relating to the instructions; and</u>
 - e. <u>any action by the Bank taken in good faith to comply with any law, regulatory requirement, or order or direction of any court or tribunal relating to the instructions.</u>

(IV) Miscellaneous

- 21. The Bank and/or the Nominee are entitled to receive or retain for their benefit any commission, rebate, fee, brokerage, costs, expenses or otherwise in connection with the application for securities through the eIPO Subscription Services without account to the Customer, as if they are received or retained by them under the authorization of the Customer. The Customer agrees that the Bank and/or the Nominee shall not be required to disclose to the Customer any fee arrangements between the Bank and/or the Nominee and the issuer or any other parties involved in the relevant Public Offer as may be required under applicable laws and regulations.
- 22. Notwithstanding anything contained herein, the Bank reserve the right not to make available the eIPO Subscription Services to any Public Offer and not to submit any application on behalf of the Customer without giving any reasons. The Bank may revise these Terms and Conditions and/or introduce additional terms (including any fees charged by the Bank) for the eIPO Subscription Services from time to time. Such revision and/or addition of terms shall be binding on the Customer if he/she continues to use the eIPO Subscription Services on or after the effective date of revision and/or addition of terms.
- 23. In the event of conflict between the Global Terms and Conditions and these Terms and Conditions, the Global Terms and Conditions shall prevail unless the Bank at its sole discretion determines otherwise.

- 24. These Terms and Conditions contain English and Chinese versions. The English version shall prevail if there is any conflict between the English and the Chinese versions.
- 25. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.