

APPENDIX FOR ELECTRONIC SERVICES

This Appendix applies where the Client requests and engages ICBCIS or ICBCIF to provide Electronic Service.

In the event that there is any inconsistency between this Appendix and the General Terms and Conditions, the provisions in this Appendix shall prevail in respect of Electronic Service.

Unless otherwise defined in this Appendix, terms defined in the "Definitions and Interpretation" section of the Standard Terms and Conditions shall have the same meaning when used in this Appendix. In addition, the following terms shall have the following meanings:

"Access Codes" means the Password, PIN, Login ID or such codes as ICBCIS or ICBCIF may notify the Client in respect of access by the Client to the Electronic Service;

"Login ID" means the identity number, used in conjunction with the Password to gain access to the Electronic Service;

"Password" means the Client's personal password, used in conjunction with Login ID to gain access to the Electronic Service.

1. ELECTRONIC SERVICE

- 1.1 ICBCIS or ICBCIF may provide the Client with Electronic Service and they will be provided upon and subject to the provisions of the Agreement and other terms and conditions as determined by ICBCIS or ICBCIF from time to time. The Client agrees to use the Electronic Service and any additional services offered through the Electronic Service in the future only in accordance with the Agreement.
- 1.2 The Client may from time to time give Instructions to ICBCIS or ICBCIF for the Account through the Electronic Service. On receipt of such Instructions, ICBCIS or ICBCIF shall so far as it considers it reasonably practicable execute such Instructions, provided always that ICBCIS or ICBCIF shall have the sole and absolute discretion to accept or reject the Instructions. Notwithstanding anything contained in the Agreement, ICBCIS or ICBCIF shall be entitled, at its absolute discretion, to refuse to act on any of the Client's Instructions and shall not be obliged to give any reason for such refusal. Unless otherwise agreed by ICBCIS or ICBCIF, ICBCIS or ICBCIF is not obliged to execute the Client's Instructions until there is sufficient cleared funds, securities or collateral in the Account to settle the Transactions on the due settlement date.
- 1.3 The Client acknowledges that ICBCIS or ICBCIF shall be entitled to rely on any Instructions, directions, notices or other communication which ICBCIS or ICBCIF reasonably believes to be from a person authorized to act on the Client's behalf and Client shall be bound by such communication. The Client agrees to indemnify ICBCIS or ICBCIF and hold ICBCIS or ICBCIF harmless from and against all losses, costs and expenses (including legal costs) reasonably and properly incurred by ICBCIS or ICBCIF in reliance thereupon. This obligation to indemnify ICBCIS or ICBCIF shall survive the termination of the Electronic Service.
- 1.4 The Client acknowledges and agrees that where ICBCIS collects applications from the Client electronically in an electronic public offerings, these instructions are then aggregated (with instructions from other clients of ICBCIS). ICBCIS then submits one application on behalf of all its clients. The Client also acknowledges that the facilities enabling the collection of

application instructions may not result in any application being made on behalf of the Client and no legal relationship may exist between the Client and the issuer.

- 1.5 The Client by the Agreement acknowledges and agrees that all amount(s) quoted and/or provided by ICBCIS or ICBCIF to the Client (whether on the Web Site or otherwise) prior to or at the time of the Instruction(s) for the commissions, brokerages, stamp duties, levies, fees and other sums payable by or chargeable to the Client for or in connection with its Instructions through the Electronic Service is or are, for the sake of expediency, rough estimate(s) only and the final actual amount(s) thereof payable by the Client shall be that or those shown in the daily statement or confirmation of ICBCIS or ICBCIF for the relevant Transactions for the Account (which amount(s) shall for avoidance of any doubt override and prevail over any different or inconsistent amount(s) for the corresponding item(s) of charge(s) or monies quoted and/or provided by ICBCIS or ICBCIF to the Client prior to or at the time of Instruction as aforesaid), which statement or confirmation will be issued by ICBCIS or ICBCIF to the Client in such manner and within such time as ICBCIS or ICBCIF may in its absolute discretion deem fit.
- 1.6 When using the Electronic Service, the Client warrants that the Client and/or its Authorized Person(s) shall be the only authorized user(s) of the Electronic Service, including the Client's Access Codes. The Client acknowledges and agrees that it shall be wholly and solely responsible for all Instructions placed and/or all Transactions conducted through the Electronic Service. The Client undertakes to use its Access Codes with caution, and to procure its Authorized Person(s) to do the same.
- 1.7 The Client acknowledges that the Electronic Service, the Web Site, and any software comprised in them are the exclusive property of ICBCIS, ICBCIF, ICBC International Group or of the relevant service providers. The Client warrants and undertakes that it shall not, and shall not at any time attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Service or the Web Site or any of the software comprised in them. The Client agrees that ICBCIS or ICBCIF shall be entitled to terminate the Agreement and close the Account immediately without notice to the Client, and the Client acknowledges that ICBCIS or ICBCIF may take legal action against it, if the Client at any time breaches, or if ICBCIS or ICBCIF at any time reasonably suspects that the Client has breached its warranty and undertaking under this Clause.
- 1.8 The Client will be responsible to ICBCIS or ICBCIF and indemnify ICBCIS or ICBCIF on demand against any and all claims, demands, actions losses, damages, costs (including legal costs on full indemnity basis) and expenses resulting from any unauthorized use by the Client of the Electronic Service and/or any of the Information.
- 1.9 The Electronic Service provides the Client with an additional means to place Instructions to ICBCIS or ICBCIF or gain access to information relating to the Account. The Client may also place Instructions to ICBCIS or ICBCIF under the Agreement verbally by telephoning ICBCIS's or ICBCIF's sales representatives (as the case may be) directly or in writing, or in such other manner as prescribed by ICBCIS or ICBCIF from time to time. ICBCIS or ICBCIF is authorized to act upon the Client's on-line Instructions, verbal Instructions or Instructions by hard copy. The Client agrees that, should the Client experience any problems in giving Instructions to ICBCIS or ICBCIF through the Electronic Service, the Client will attempt to use other methods to communicate with ICBCIS or ICBCIF and inform ICBCIS or ICBCIF of the difficulty the Client is experiencing. In the case the Electronic Service is not available, the Client shall place its Instruction by other means in accordance with the Agreement. The Client must note that if the Client has given the same Instruction through more than one means, ICBCIS or ICBCIF will treat the duplicate Instruction as a separate Instruction unless ICBCIS

or ICBCIF is informed by the Client that the Instruction was a duplicate before the Instruction is executed.

1.10 The Client further acknowledges and agrees that, as a condition of using the Electronic Service to give Instructions:

- (a) that it shall use the Electronic Service only in accordance with the Agreement and the instructions and procedures as set out in the instruction manual supplied by ICBCIS or ICBCIF to the Client from time to time (if any);
- (b) that it shall be wholly and solely responsible for the confidentiality, security and proper use of the Access Codes at all times;
- (c) that it shall be solely responsible for all Instructions entered through the Electronic Service and any Instructions so received by ICBCIS or ICBCIF shall be deemed to be made by the Client at the time received by ICBCIS or ICBCIF and in the form received;
- (d) that it shall immediately notify ICBCIS or ICBCIF not later than 24 hours from the time it becomes aware of the existence of any of the following:
 - (i) any loss, theft or unauthorized use of the Access Codes;
 - (ii) an Instruction has been placed through the Electronic Service and the Client has not received an accurate acknowledgment of the Instruction or of its execution (whether by hard copy, electronic or verbal means or otherwise); or
 - (iii) the Client has received acknowledgment (whether by hard copy, electronic or verbal means or otherwise) of a transaction which it did not instruct or any similar conflict.

The Client agrees that, if it fails to notify ICBCIS or ICBCIF forthwith when the above situations occur, neither ICBCIS, ICBCIF nor their directors, officers, employees or agents shall have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling, non-handling or loss of any Instruction;

- (e) that ICBCIS or ICBCIF has the right to suspend the Electronic Service if incorrect Access Codes are entered on three occasions or such other number of occasions as ICBCIS or ICBCIF may from time to time stipulate;
- (f) that ICBCIS or ICBCIF may at its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Electronic Service;
- (g) to pay all subscription, service and user fees, if any, that ICBCIS or ICBCIF may charge from time to time for the use of the Electronic Service (if any) and authorizes ICBCIS or ICBCIF to debit the Account with the same;
- (h) that it shall be bound by any consent the Client gives through the Electronic Service for ICBCIS or ICBCIF to provide any notices, statements, trade confirmations and other communications to the Client solely through Electronic Service;
- (i) that it shall log off from the Electronic Service immediately following the completion of each Electronic Service session; and
- (j) the Client will ensure that only its Authorized Persons access and use the Electronic Service and will ensure that they have been given suitable training. ICBCIS or

ICBCIF is under no obligation to provide training or assistance and if ICBCIS or ICBCIF does, it is at the Client's sole risk.

- 1.11 The Client acknowledges and agrees that it will rarely be possible to cancel an Instruction after it has been given through the Electronic Service, therefore the Client agrees to review every Instruction carefully before placing it.
- 1.12 The Client acknowledges and agrees that ICBCIS or ICBCIF may in its absolute discretion provide, for informational purposes only, the Information. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. Whilst ICBCIS or ICBCIF believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the Information provided. No recommendation or endorsement from ICBCIS or ICBCIF shall be inferred from such Information.
- 1.13 The Client acknowledges that the Information provided under the Electronic Service is provided on an 'as is' or 'as available' basis and no party (including ICBCIS and ICBCIF) guarantees the timeliness, sequence, accuracy, adequacy or completeness of such Information. No party (including ICBCIS and ICBCIF) gives any express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such Information.
- 1.14 The Information is the property of ICBCIS, ICBCIF and/or relevant copyright owner and is protected by copyright. The Client shall:
 - (a) not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and
 - (b) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
- 1.15 The Client agrees and undertakes:
 - (a) not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of ICBCIS, ICBCIF and/or relevant copyright owner or service provider;
 - (b) not to use the Information for any unlawful purpose; and
 - (c) not to use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in Securities listed on the SEHK and/or Futures/Options Contracts listed on the HKFE, HKMEX or any other Exchange.
- 1.16 The Client agrees to comply with reasonable written requests by ICBCIS or ICBCIF to protect its rights in the Information and the Electronic Service.
- 1.17 Notwithstanding any other provisions contained in the Agreement, where the Client uses the Electronic Service, following execution of the Instructions, the Client accepts that ICBCIS or ICBCIF may send to the Client and the Client agrees to receive contract notes, statements and trade confirmations of the Transactions through electronic posting to the account or the Client's email address or other electronic means in lieu of printed documents. Any such information will be freely accessible by the Client after such sending by ICBCIS or ICBCIF and the Client shall print out such electronic contract notes, statements and trade confirmations

or make its own arrangements forthwith without delay to maintain its own records if necessary. Thereafter, ICBCIS or ICBCIF will send to the Client relevant periodic statements summarizing entries in the Account by mail or electronic means or otherwise.

- 1.18 The Client by the Agreement acknowledges and confirms that due to unpredictable traffic congestion or other reasons, the Internet and electronic systems are inherently unreliable medium of communication and that such unreliability is beyond the control of ICBCIS or ICBCIF. The Client further acknowledges that, as a result of such unreliability, there may be errors, time lag or delays in the transmission of Information and transmission and receipt of the Instructions or other information, and that this may result in non-receipt of Instructions, delayed in receipts of Instructions, errors or delays in execution of Instructions or execution of the Instructions at prices different from those prevailing at the time the Instructions were given. The Client further acknowledges and agrees that there are risks of misunderstanding or errors in any communication between the Client and ICBCIS or ICBCIF. Whilst ICBCIS or ICBCIF will take reasonable steps to safeguard its systems, client information, accounts and assets held for the benefit of its clients, the Client understands and agrees that ICBCIS or ICBCIF shall not be responsible for the above and the Client agrees to bear all such risks of conducting financial and other Transactions *via* the Electronic Service absolutely.
- 1.19 The Client accepts the risks of gaining access to the Electronic Service through and communication and conducting Transactions over the Internet or other electronic means or facilities. The Client acknowledges and accepts that if it undertakes Transactions on an electronic trading system, it will be exposed to risks associated with the system including the failure of hardware and software, and that the result of any system failure may be that the order is either not executed according to its Instructions or is not executed at all.
- 1.20 ICBCIS or ICBCIF shall have the right exercisable at its sole discretion at any time to terminate, the Client's access to the Electronic Service or to any Information from any service provider or any part of it, without notice and without limitation, for any reason whatsoever, including but not limited to any unauthorized use of the Electronic Service, any of the Information and/or the Access Codes, or a breach of the Agreement.
- 1.21 In the event of termination by ICBCIS or ICBCIF according to Clause 1.20 of this Appendix, ICBCIS or ICBCIF shall have no liability to the Client.
- 1.22 The Client's obligation to indemnify the Indemnified Person under Clause 20.3 of the General Terms and Conditions shall survive the termination of the Electronic Service.