

APPENDIX FOR SECURITIES TRADING

This Appendix sets out the Terms and Conditions for Securities trading which apply where the Client opens or maintains a Securities Account with ICBCIS.

The Client requests and authorizes ICBCIS to open one or more Securities Account(s) which will be maintained and operated subject to and in accordance with the Agreement (including the this Appendix for Securities Trading).

In the event that there is any inconsistency between the General Terms and Conditions and this Appendix, the latter shall prevail in respect of dealing in Securities.

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, in this Appendix, the following terms shall have the following meanings:

"Application(IPO)" means an application by ICBCIS on behalf of the Client for Securities in a new issue for listing on the SEHK;

"Charged Account" means all the rights, titles and interests in and to all sums from time to time standing to the credit of any account maintained with ICBCIS in the name of Client in any capacity whatsoever and all rights, benefits and proceeds thereof and any renewal or redesignation thereof;

"Due Date(IPO)" means the due date specified on the IPO Margin Financing Confirmation Letter;

"IPO Margin Financing Confirmation Letter" means an IPO Margin Financing Confirmation Letter or other document(s) from ICBCIS to Client confirming the terms of the Loan(IPO) as agreed between Client and ICBCIS;

"IPO Securities" means the Issue(IPO) in relation to which the Application(IPO) is accepted;

"Issue(IPO)" means the issue specified on the IPO Margin Financing Confirmation Letter;

"Loan(IPO)" means a loan from ICBCIS to the Client for the purpose of the Application(IPO);

"Total Loan Amount" means the total amount of interest and Loan(IPO) principal payable and all other costs in connection with the Application(IPO).

1. SETTLEMENT

1.1 Where ICBCIS has executed a purchase or sale Transaction on the Client's behalf, the Client will on demand or by the due settlement date as required by ICBCIS or the relevant Exchange or Clearing House make payment of cleared funds or delivery of Securities in deliverable form to ICBCIS.

1.2 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of Securities by the due date pursuant hereto, ICBCIS is authorized:

- (a) in the case of a purchase Transaction, to transfer or sell any Securities in the Account (including the purchased Securities) to satisfy the Client's obligations; or
- (b) in the case of a sale Transaction, to borrow and/or purchase such sold Securities as are necessary to satisfy the Client's settlement obligations.

The Client acknowledges that the Client will be responsible to ICBCIS for any loss, costs, fees and expenses in connection with the Client's failure to meet the Client's obligations by the due settlement dates as described above.

1.3 To facilitate due settlement by the Client, ICBCIS may in its absolute discretion lend Securities to the Client or borrow Securities for the Client to settle the Client's sale trades. ICBCIS may also enter into Securities loan arrangements on the Client's behalf or for the Client's benefit, whether in the name of ICBCIS, its Affiliates or otherwise, upon such terms as ICBCIS conclusively decides.

1.4 ICBCIS may, whenever it considers necessary and whether with or without notice to the Client, cancel any open orders for the purchase and sale of any Securities or borrow or buy any Securities required for delivery against any sale including a short sale effected for the Client. Such purchase may be public or private and may be made without advertisement or notice to the Client and in such manner as ICBCIS may (acting in good faith) in its absolute discretion determines. No demands, tenders or notices which ICBCIS may make or give shall invalidate ICBCIS's authority as provided in this Clause.

2. DEALING BY ICBCIS

- 2.1 Subject to applicable laws and regulations, ICBCIS may take the opposite position to the Client's orders whether the position is on ICBCIS's own account or on behalf of its other clients. ICBCIS shall not be liable to account to the Client for any emoluments, commissions, profits or any other benefits whatsoever resulting therefrom.
- 2.2 Where any Securities are held in ICBCIS's name, the name of any Associated Entity of ICBCIS or the name of any nominee of ICBCIS, ICBCIS will not attend any meeting or exercise any voting or other rights including the completion of proxies except in accordance with written instructions of the Client. Nothing in the Agreement shall in any way impose on ICBCIS any duty to inform the Client or to take any action with regards the attendance of meetings and to vote at such meetings. ICBCIS has no duty in respect of notices, communications, proxies and other documents relating to the Securities received by ICBCIS or to send such documents or to give any notice of the receipt of such documents to the Client. ICBCIS has the right to charge the Client for its services in taking any action pursuant to the Client's instruction in this regard.

3. SUBSCRIPTION FOR NEW ISSUES

- 3.1 In the event that the Client requests and authorizes ICBCIS to apply for an issue of a new listing of Securities on the SEHK as agent for the Client's benefit, the Client represents and warrants that no other application is being made for the Client's benefit by the Client or by the Client's agent, or by the Client, other than by ICBCIS or its nominee applying as the Client's agent, and that ICBCIS is authorised to provide a warranty to this effect to the SEHK or the relevant Exchange.
- 3.2 The Client agrees to be bound by the terms of the new issue and the Client hereby:
- (a) authorizes ICBCIS to complete such application form as may be required, and represents and warrants to ICBCIS that all representations, warranties, confirmations and undertakings on the part of the applicant contained or incorporated in the application form are true and accurate in respect of the Client;
 - (b) confirms that the Client has obtained such Prospectus(IPO) and offering circulars, has read and understood the terms and conditions, and the Client's Application(IPO) is not in breach of such terms and conditions;

- (c) represents and warrants that he is not an existing beneficial owner of the shares in the issuer of Securities that are the subject of the new issue and/or any of its subsidiaries, a connected person (as such term is defined in the applicable rules or other laws, codes, guidelines or directions issued by the Exchange, the SFC or any other regulator) of the issuer of Securities that are the subject of the new issue, an associate of any of the above (as such term is defined in the applicable rules or other laws, codes, guidelines or directions issued by the Exchange, the SFC or any other regulator); and
- (d) agrees that ICBCIS shall not incur any liability or responsibility whatsoever arising out of or in consequence of any failure or omission by ICBCIS or its agent to perform any of its obligations under this Clause 3.2 including (but without limitation) the making of the Application(IPO).

3.3 The Client may at the same time request ICBCIS to provide a Loan(IPO), and the following provisions shall apply:

- (a) upon acceptance of a request for a Loan(IPO), ICBCIS shall provide a IPO Margin Financing Confirmation Letter to the Client confirming the terms of the Loan(IPO) as agreed between the Client and ICBCIS, which shall be conclusive and binding on the Client;
- (b) the Client hereby authorizes ICBCIS to receive and apply all sums of whatever nature received by it and/or its nominee in respect of any of the Charged Property towards payment of all amounts payable by the Client to ICBCIS in such manner and at such time as ICBCIS may absolutely determine. Subject to applicable laws and regulations, ICBCIS may at its absolute discretion grant security interest of whatever nature over the Charged Property in favour of any third party as security for credit facilities made available to Client to finance the funding of ICBCIS of all or any part of the Loan(IPO);
- (c) the Client, as beneficial owner, hereby charges in favour of ICBCIS by way of first fixed charge all its rights, title and interests in and to all sums from time to time standing to the credit of the Charged Account as a continuing security for the payment of all amounts payable by the Client under the Agreement. If and to the extent any charge created as aforesaid is ineffective as a fixed charge for any reason, then such charge shall take effect as a first floating charge. In respect of any rights, title and interests in and to all sums from time to time standing to the credit of the Charged Account which is not for the time being effectively charged to ICBCIS by way of fixed

charge, ICBCIS may at any time by notice in writing to the Client convert the floating charge hereby created into a fixed charge as regards any rights, title and interests in and to all sums from time to time standing to the credit of the Charged Account specified in the notice. If the Client without the prior written consent of ICBCIS creates, incurs or permits to arise or subsist any encumbrance over the rights, title and interests in and to all sums from time to time standing to the credit of the Charged Account or attempts or takes any steps so to do, or a bankruptcy or winding-up petition is presented against the Client or a receiver appointed to all or any part of either of the Client's property or of the Client's business, or the Client makes arrangement or composition with the Client's creditors generally, the floating charge hereby created shall automatically, without notice, be converted into a fixed charge as regards the rights, title and interests in and to all sums from time to time standing to the credit of the Charged Account thereby affected immediately before the Crystallisation Event;

- (d) without prejudice to any other provisions contained in the Agreement, the Client authorizes ICBCIS to apply any credit balance in the Charged Account and any other money payable to Client by ICBCIS or any of the Affiliates of ICBCIS towards payment of all amounts payable to ICBCIS under the Agreement; and
- (e) the Client will, at its own expense, execute and sign all transfers, powers of attorney, proxies and all other documents and do all acts and things which ICBCIS may require:
 - (i) for perfecting the title of ICBCIS to the Charged Property or any of them; and/or
 - (ii) for vesting or enabling ICBCIS to vest such Charged Property in its name and/or in the name of its nominee and/or any purchaser; and/or
 - (iii) otherwise for the purpose of obtaining the full benefit of the security hereby created.

4. TERMINATION

- 4.1 Termination of the Agreement shall not affect the effectiveness of any warranties, representations, undertakings and indemnities given by the Client under the Terms and Conditions for Securities Trading all of which shall survive such termination.