

**THE STOCK EXCHANGE OF HONG KONG LIMITED**

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

**Terms and Conditions**

**For Using SPRINTS By Structured Product Issuers**

**1. Interpretation**

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

Authorised Person	means a director, officer, employee or agent of the SPRINTS User whom the SPRINTS User has nominated and authorised to receive the registered user IDs and user passwords issued by SEHK, the system administrator, the security officer and others who shall have access to and use SPRINTS;
SPRINTS	means the Structured Products Integrated Transaction System, an Internet based system which may be used by a SPRINTS User to transmit information, communication or other Structured Product related material, including but not limited to the term sheet data, to SEHK for the purpose of processing Structured Product listing applications regarding Structured Product issuers by SEHK;
SPRINTS User	means an issuer of Structured Product accepted by SEHK to use SPRINTS;
Structured Product	has the same meaning as in Chapter 15A of the Exchange Listing Rules;
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;
Relevant Parties	means the holding company, subsidiaries, associated companies and affiliates of SEHK from time to time and the respective directors, officers, employees, agents and other representatives of SEHK or any companies aforementioned;
SEHK	means The Stock Exchange of Hong Kong Limited, including its successors and assigns;
Terms and Conditions	means these terms and conditions as from time to time amended and in force;

## THE STOCK EXCHANGE OF HONG KONG LIMITED

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

Transaction Information means information, communication or other Structured Product related material, including but not limited to the term sheet data, submitted or provided by the SPRINTS User to SEHK through SPRINTS (whether pursuant to any requirements under the Exchange Listing Rules or otherwise) for the purpose of processing Structured Product listing applications.

- (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.

### 2. Services

- (a) SPRINTS provides the SPRINTS User, subject to these Terms and Conditions, a means to submit Transaction Information to SEHK for processing Structured Product listing applications.
- (b) Once the Transaction Information has been submitted by the SPRINTS User to SEHK for processing, the SPRINTS User is deemed to have submitted an indicative term sheet for the launch of a Structured Product made pursuant to Exchange Listing Rule 15A.55. SEHK will assess an application based on the Transaction Information submitted. Where the Transaction Information has been reviewed and cleared by SEHK, a clearance notification will be distributed by email to the designated email account or any other means which SEHK considers appropriate. Once the Transaction Information has been cleared by SEHK, it cannot be revised or withdrawn without SEHK's approval.

### 3. Acknowledgement of the Terms and Conditions

- (a) In order to access SPRINTS, the SPRINTS User shall log in by using its registered user ID(s) and user password(s). Access to and use of SPRINTS is granted to the SPRINTS User subject to and in accordance with these Terms and Conditions.
- (b) The use of the registered user ID(s) and user password(s) constitutes the acceptance by the SPRINTS User of these Terms and Conditions and once the SPRINTS User has logged onto SPRINTS, the SPRINTS User will be deemed to have read and accepted these Terms and Conditions. SEHK reserves the absolute right, at its sole discretion, to vary these Terms and Conditions in any way and at any time, subject to such variation having been drawn to the attention of the SPRINTS User by an explicit statement on the login page of SPRINTS. By logging onto and/or continuing to use SPRINTS, the SPRINTS User specifically accepts these Terms and Conditions as varied. A reference in these Terms and Conditions to the SPRINTS User logging onto SPRINTS, or continuing to use SPRINTS, or otherwise accessing SPRINTS, shall include any such act done by any person using the user ID(s) and/or user password(s) of the SPRINTS User (whether authorised by the SPRINTS User or not).
- (c) It is expressly acknowledged by the SPRINTS User and each Authorised Person using the user ID(s) and user password(s) and SPRINTS that the Authorised Person is acting on behalf of the SPRINTS User and has the authority to act on its behalf.

## **THE STOCK EXCHANGE OF HONG KONG LIMITED**

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

### **4. Proper use of the Registered User ID(s) and Password(s)**

- (a) The SPRINTS User shall act in good faith, exercise reasonable care and diligence in keeping confidential its registered user ID(s) and user password(s). Under no circumstances shall the SPRINTS User disclose, assign or allow any use of any of its registered user ID(s) and user password(s) to any unauthorised third party (i.e. any person who is not duly authorised by the SPRINTS User to access and/or use SPRINTS on its behalf). The SPRINTS User shall not permit any person or entity other than the Authorised Persons to access and use SPRINTS on behalf of the SPRINTS User. The SPRINTS User will promptly update through SPRINTS the information in its SPRINTS User profile to reflect any changes to the information of Authorised Persons. The SPRINTS User shall procure that all Authorised Persons with access to SPRINTS are aware of and comply with the Terms and Conditions from time to time in force.
- (b) The SPRINTS User shall be fully responsible for any access and use of SPRINTS by its Authorised Persons, any accidental or unauthorised disclosure of its registered user ID(s) and user password(s) to any other person and the consequence of any unauthorised use of SPRINTS. The SPRINTS User is solely responsible for any damage and liability (including costs, legal costs and expenses) caused to SEHK in connection with or arising from such unauthorised access and use, and the SPRINTS User shall indemnify and hold SEHK harmless for any damage so caused and compromise of SEHK's security. If the SPRINTS User becomes aware of or has reasonable grounds to suspect any actual or possible unauthorised use of its registered user ID(s) and user password(s), it shall notify SEHK by phone at such phone number as SEHK may from time to time prescribe and shall confirm the same in writing as soon as practicable immediately afterwards to SEHK. Where SEHK has been notified of any actual or possible unauthorised use of the user ID(s) and user password(s) or where the SPRINTS User is no longer a user of SPRINTS for any reason, SEHK will forthwith take steps to cancel or invalidate the applicable user account(s) which is comprised of the registered user ID(s) and user password(s) and notify the SPRINTS User but, until such notification, the SPRINTS User remains fully responsible for any submission made and any breach of the Terms and Conditions committed by any person gaining access to SPRINTS (whether authorised by the SPRINTS User or not) by means of the SPRINTS User's registered user ID(s) and user password(s).

### **5. Right to use the information submitted through SPRINTS**

- (a) SEHK may make use of all Transaction Information in any form or context and provide all or any of the Transaction Information to such person(s) as SEHK may deem necessary or appropriate for the administration or fulfilment of the functions or obligations under the Exchange Listing Rules and applicable laws and regulations in force from time to time without liability of any kind to SEHK or any Relevant Parties.
- (b) The SPRINTS User agrees and authorises SEHK and grants to SEHK a worldwide irrevocable perpetual royalty-free non-exclusive licence (or sublicense, where applicable) to (i) store, publish, release, distribute or present on the websites of HKEX or in any other form or context and to whomsoever SEHK deems necessary or appropriate on such terms and conditions as SEHK in its discretion thinks fit any Transaction Information, without liability of any kind to SEHK and the Relevant Parties; and (ii) make, publish and/or distribute or use derivative works from such Transaction Information and all intellectual property and other rights regarding such derivative works shall belong exclusively to SEHK.

## **THE STOCK EXCHANGE OF HONG KONG LIMITED**

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

### **6. Delivery of and warranty regarding information**

- (a) All Transaction Information shall be provided to SEHK through an electronic interface and in a virus-free electronic format according to the timing, specifications and procedures specified by SEHK from time to time or in such other manner as may be determined and promulgated by SEHK from time to time.
- (b) At all times, the SPRINTS User shall not submit any information, communication or other material that infringes any third party's copyrights, patents, trademarks or trade secrets or other intellectual property rights.
- (c) SEHK and the SPRINTS User acknowledge 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 SPRINTS User's or SEHK's control. The SPRINTS User 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 SPRINTS. SEHK and the SPRINTS User recognize that it is impossible to maintain flawless security. SEHK shall not be liable for any unauthorised access to SPRINTS by any third party.
- (d) In the event that SPRINTS cannot be accessed by the SPRINTS User during normal operational hours of SPRINTS (whether, as announced by SEHK, due to a technical default, malfunction or breakdown in SPRINTS), the SPRINTS User may submit Transaction Information (as the case may be) in accordance with the alternative means and procedures specified by SEHK from time to time or in such other manner as may be determined and promulgated by SEHK from time to time.
- (e) The SPRINTS User represents, warrants and undertakes to SEHK that:
  - (i) any Transaction Information submitted is true and accurate and not misleading, incomplete or false in any material respect; and
  - (ii) any Transaction Information submitted to SEHK through SPRINTS by means of the SPRINTS User's password(s) shall be deemed to be submitted by the SPRINTS User.

### **7. Right to withdraw the information submitted through SPRINTS**

Pursuant to Exchange Listing Rule 15A.02, SEHK shall have the right to withdraw at any time the Transaction Information submitted by the SPRINTS User from SPRINTS.

### **8. Disclaimer of liability**

- (a) The SPRINTS User acknowledges that any use of or reliance upon any part of SPRINTS shall be at its sole risk. The SPRINTS User further acknowledges that use of SPRINTS is provided on an "AS IS, AS AVAILABLE" basis and without warranty or condition of any kind, either expressed or implied.

**THE STOCK EXCHANGE OF HONG KONG LIMITED**

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

- (b) SEHK and all other Relevant Parties assume no responsibility of any kind for any submission using or made through SPRINTS. By logging onto and/or continuing to use SPRINTS and/or providing to a representative passwords to be used for submission, the SPRINTS User is fully responsible for all Transaction Information provided to SEHK through SPRINTS. 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 or reliance upon SPRINTS or any related system or software including any mishandling, omission, non-delivery, delay, negligent or unauthorised use of SPRINTS or of the SPRINTS User's registered user ID(s) and user password(s).
- (c) 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 SPRINTS), 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 SEHK's obligations under these Terms and Conditions if such action, failure, hindrance or delay arises out of causes beyond the control of 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 SEHK.
- (d) The SPRINTS User agrees and acknowledges that the exclusion or limitation of liability in these Terms and Conditions is reasonable for the protection of 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 SEHK and other Relevant Parties will be excluded or limited to the maximum extent permissible by the applicable laws.
- (e) The SPRINTS User irrevocably and unconditionally agrees to defend, indemnify in full and hold 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 receipt, approval or execution of any instructions or transmission or publication or storage or possession of any information, communication or other material through SPRINTS and/or the SPRINTS User's breach of these Terms and Conditions and/or its improper use of SPRINTS (except where 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).
- (f) If SEHK becomes aware of any facts, circumstances or matters which may result in a claim under the indemnity, it will promptly inform the SPRINTS User of the same in writing. SEHK will then deal with such facts, circumstances or matters as it considers appropriate but will keep the SPRINTS User fully and promptly informed of all matters relating to it. SEHK and the SPRINTS User shall consult in good faith as to whether to seek to defend or to settle any law suit brought against SEHK arising from such facts, circumstances or matters, save that SEHK shall have the final decision. Where SEHK elects to defend any such claim, the SPRINTS User shall, at its expense, provide all such information and assistance and do all such acts and things as SEHK may reasonably require in relation

## **THE STOCK EXCHANGE OF HONG KONG LIMITED**

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

thereto. If SEHK elects not to take any action, SEHK shall notify the SPRINTS User in writing in which case, the SPRINTS User shall be entitled, at its cost, to take such action as it deems appropriate in the circumstances and SEHK shall provide such assistance, at the SPRINTS User's cost, as the SPRINTS User may reasonably request.

### **9. Intellectual property rights**

The SPRINTS User acknowledges that SPRINTS and the related systems and software are proprietary to SEHK. The SPRINTS User shall not tamper with, modify, decompile, reverse engineer or otherwise alter the web pages of SPRINTS or any of the related software and the SPRINTS User shall not attempt to gain unauthorised access to any part of the web pages of SPRINTS. SEHK is entitled to deny the SPRINTS User's access to all or any part of SPRINTS if the SPRINTS User performs any of the above acts or if SEHK at any time reasonably suspects that the SPRINTS User has performed or attempted to perform any of them.

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

- (a) SEHK reserves the right to modify or discontinue, temporarily or permanently, SPRINTS (or any part or feature thereof) at any time after giving prior written notification to the SPRINTS User if it is practicable, or otherwise, without any prior notification if such notification is not practicable. SEHK may terminate or suspend the SPRINTS User's access to all or part of SPRINTS 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 SEHK from time to time. When exercising its discretion under this clause, SEHK will take into account all the relevant circumstances and any obligations of the SPRINTS User under the Exchange Listing Rules. In particular, SEHK shall be entitled, in its sole discretion, to temporarily suspend all or part of SPRINTS in order to upgrade or modify SPRINTS or any related systems or software and/or to restrict the SPRINTS User's access to and use of SPRINTS where SEHK considers it reasonably necessary for the operation or maintenance of SPRINTS or any related systems or software. SEHK and all other Relevant Parties shall not be liable to the SPRINTS User or any third party for any claims of any kind related to such termination, restriction or suspension of SPRINTS.
- (b) The SPRINTS User may terminate its registration with SEHK to use SPRINTS by giving 30 days' (or such shorter period of time as SEHK may allow) written notice to that effect to SEHK.

### **11. Representations and warranties by the SPRINTS User**

The SPRINTS User hereby represents and warrants to SEHK that:

- (i) all information provided to SEHK in relation to its application to become a SPRINTS User and all information which may subsequently be provided for the maintenance of its status as a SPRINTS User from time to time is complete, correct and accurate;
- (ii) its subscription for use of SPRINTS 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 SPRINTS User or any law, regulation or other agreement binding on the SPRINTS User;

## **THE STOCK EXCHANGE OF HONG KONG LIMITED**

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

- (iii) these Terms and Conditions constitute a legally binding and enforceable contract; and
- (iv) in relation to its using SPRINTS, it shall comply with all applicable laws and regulations including, without limitation, all rules and directions of SEHK.

### **12. Notices**

All notices, requests, demands or other communications from SEHK to the SPRINTS 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 SPRINTS User as maintained by SEHK. SEHK and the SPRINTS User intend to treat all electronic transmissions as original. The SPRINTS User understands and agrees to assume the inherent risks in communications made by way of electronic transmissions. The SPRINTS User shall immediately inform SEHK by notice in writing of any changes to any of the contact details of the SPRINTS User.

### **13. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the SPRINTS 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.

### **14. Personal Data Privacy Policy Statement**

- (a) When the SPRINTS User subscribes to SPRINTS, it shall provide SEHK with a means of contact, information about its authorised representatives and other basic information which may be considered “personal data” as defined in Personal Data (Privacy) Ordinance, Cap. 486. Such personal data will be collected only when the SPRINTS User expressly and knowingly provides it.
- (b) The SPRINTS User is supplying the personal data to subscribe to the use of SPRINTS provided by SEHK. SEHK is collecting the data for the purpose of considering and, if the subscription is accepted, providing the use of SPRINTS to the SPRINTS User. SEHK may use and disclose the SPRINTS User’s personal data so provided for such purpose and for one or more of the following purposes:
  - administration, processing and handling of the subscription to use SPRINTS by the SPRINTS User;
  - performing or discharging SEHK’s functions and those of SEHK and all other Relevant Parties under the relevant laws, rules and regulations;
  - research and statistical purposes;
  - any other purposes permitted or required by law or regulation (including for the purpose of, or in connection with, any legal proceedings (including “prospective and threatened legal proceedings”).

**THE STOCK EXCHANGE OF HONG KONG LIMITED**

(A wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited)

- (c) The SPRINTS User's personal data may be disclosed or transferred by SEHK to all other Relevant Parties and/or regulator(s) for any of the above stated purposes. SEHK has security measures in place, which are designed to protect the loss, misuse and alteration of the personal data supplied to SEHK. SEHK seeks to protect the SPRINTS User's personal data by requiring the SPRINTS User to enter unique user ID(s) and user password(s) registered with SEHK to submit information and to access the history of its submitted information online but SEHK and all other Relevant Parties assume no responsibility of any kind in respect of the effectiveness or integrity of the security measures.
- (d) SEHK will strive to maintain personal data supplied to SEHK as accurately as reasonably possible and will retain the personal data for such period as may be necessary for the above-stated purposes and for the proper discharge of the functions of SEHK and those of all other Relevant Parties.
- (e) The SPRINTS User has the right to request access to and correction of the SPRINTS User's personal data in accordance with the provisions of the Personal Data (Privacy) Ordinance. SEHK has the right to charge a reasonable fee for processing any data access request. Any such request for access to and/or correction of the SPRINTS User's personal data should be addressed to the Personal Data Privacy Officer of HKEX in writing by either of the following means:

By mail to:            Personal Data Privacy Officer  
                             Hong Kong Exchanges and Clearing Limited  
                             8/F, Two Exchange Square  
                             8 Connaught Place  
                             Central  
                             Hong Kong

By email to:            [DataPrivacy@hkex.com.hk](mailto:DataPrivacy@hkex.com.hk)