

SNB FINANCE HOLDINGS LIMITED BIOMETRIC VERIFICATION TRADING AGREEMENT

1 GENERAL PROVISIONS

This Agreement sets out the terms and conditions on which SNB Finance Holdings Limited (Trading name: Snowball-X, Snowball Securities, or 雪盈证券, “us” and “we”) permits the Customer (“you”) to make use of the biometric verification trading function provided by us.

- 1.1 You must read this Agreement carefully before using the biometric trading function. Before you can use the biometric trading function, you will be required to confirm that you agree with this Agreement and, when you do so, you will be bound by the terms of this Agreement.
- 1.2 This Agreement supplements the Customer Agreement. In respect of the biometric verification trading function, if there is any inconsistency between any terms in this Agreement and any terms in the Customer Agreement, the terms of this Agreement will prevail.

2 DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 2.1 **Biometric information:** means fingerprint, face mapping or other biological features.
- 2.2 **Biometric verification trading:** means the service we provide, after you have activated the biometric verification trading function, whereby your identity may be verified when you conduct any trade or issue an order or other directives to us based on the biometric verification information stored on your supporting mobile devices.
- 2.3 **Customer Agreement:** means the SNB Finance Holdings Limited Customer Agreement as may be amended from time to time, and any other agreement, term and regulation, if any, that applies to accounts, services and products provided by us.
- 2.4 **SNB App:** means the Snowball X App and the Snowball X Token App.
- 2.5 **Supporting mobile device:** means: (1) Apple iPhone 5s and/or other Apple devices, if any, that support Touch ID fingerprint sensor and embed an operation system of iOS 9.0 or above, and their respective updated versions; (2) Apple iPhone X and/or other Apple devices, if any, that support Face ID face recognition sensor and embed an operation system of iOS 11.0 or above, and their respective updated versions; (3) other mobile devices equipped by SNB that support fingerprint sensor and/or face recognition sensor and embed applicable operation system.

3 YOUR OBLIGATIONS

- 3.1 Before you can make use of the biometric verification trading function, you must activate the biometric sensors on your supporting mobile device, and enter at least one of your biometric features on your supporting mobile device. The SNB App will request your permission to activate the biometric verification trading function. If you refuse to provide this permission, you will not be able to use the biometric verification trading function, but it will not affect your ability to use static passwords for securities transactions.
- 3.2 Your biometric information will be stored by the supporting mobile device used by you at the time of such entry and its system. We will not collect or access your biometric information. When you make use of the biometric verification trading function, we receive only confirmation from your supporting mobile device that verification was successful.
- 3.3 You acknowledge, understand and agree that:
- (a) before you activate the biometric verification trading function, you are fully aware that, after your biometric verification request is verified on the relevant service page, you may immediately place an order for trading;
 - (b) in order to protect the security of your account and properties, the default status of biometric verification function is set to be "not-activated";
 - (c) the biometric verification trading function is only activated after you log onto your account, manually activate the function and set the configuration on the SNB App;
 - (d) it is your decision whether to activate the biometric verification trading function and if you do, you bear all risks associated with your use of it or its use by any party you allow to use it;
 - (e) after you activate the biometric verification trading function, you will still be required to enter your trading password for verification purposes when you log onto your account on the SNB App;
 - (f) you are also required to enter your information for verification when you close or reactivate the biometric verification trading function; and
 - (g) in order to protect the security of your account, we are entitled to increase or change the frequency, logics and elements of the biometric verification trading function without giving you any notice.
- 3.4 After you activate the biometric verification trading function:

- (a) directives issued to us through the biometric verification trading function cannot be revoked or withdrawn, unless otherwise provided in the Customer Agreement or permitted by us; and
 - (b) where your identity is verified through the biometric verification trading function, your directives on your account will be deemed to have been authorised by you and, where we execute your directives in reliance of that verification, they will become binding on you and you will be solely responsible for the consequences of them in accordance with the Customer Agreement.
- 3.5 You are responsible for maintaining your supporting mobile device and the biometric information stored on it.
- 3.6 You shall take all reasonably necessary security and preventive measures to prevent loss, theft, and unauthorised, fraudulent or illegal use, of your supporting mobile device and the biometric information stored on it, including but **not** limited to the following obligations:
 - (a) you must not use the SNB App, or biometric verification trading function on any modified mobile device and/or operation system beyond the scope of support or warranty by the mobile device manufacturers and/or operation system providers;
 - (b) you must not use the SNB App or biometric verification trading function on devices where the software protection or access restrictions have been removed without the approval of device manufacturers and/or operation system providers;
 - (c) you must not use face recognition for biometric verification trading if you are under the age of 20, have twin siblings, or have siblings or other relatives who resemble you in facial appearance;
 - (d) you must not set configuration on your mobile device that may affect the security of biometric features (such as ceasing the function of sensing the customer's gazing under the face recognition function); and
 - (e) you must notify us immediately when you know or suspect that someone has used the biometric trading function on your supporting mobile device without your authorisation.
- 3.7 You acknowledge, understand and agree that the collection, identification, verification, and matching of your biometric features are completed through your supporting mobile device and its system. We are not responsible for ensuring that you supporting mobile device and its systems are suitable for using the biometric trading function.
- 3.8 You can close the biometric verification trading function on your supporting mobile device by following the steps required by the SNB App or by

notifying us that you want to close the biometric verification trading function.

4 OUR RIGHTS AND OBLIGATIONS

- 4.1 Biometric verification service is provided on an “as is” and “as available” basis. We do not guarantee that the biometric verification trading function will be available at any time, or can be used together with any mobile device, software, system or other service offered by us from time to time.
- 4.2 Subject to our limitation on our liability set out in clause 5 below, we will make reasonable commercial efforts to ensure the validity and normal operation of the biometric verification trading function.
- 4.3 The biometric feature sensor components on your mobile device are not provided by us. We are not responsible for the technical availability, accuracy and security of your biometric feature sensor components and do not make any guarantees with respect to them.
- 4.4 Verification of your identity through the biometric verification trading function may be deemed a valid basis for execution by us of your directives, and may replace the trading password for verification, until you close the biometric verification trading function.
- 4.5 We may unilaterally terminate the provision of the biometric verification trading function for any reason and without prior notice. Where unilateral termination occurs, we may notify you in any manner deemed appropriate by us including contacting you directly or posting a notice on the website or system.
- 4.6 We may designate or change the scope and features of the biometric verification trading function from time to time without prior notice.

5 LIMITATION ON OUR LIABILITY

- 5.1 We do not warrant to you or to any party that the biometric verification trading function will be available or that you or any party can successfully use it to make directives.
- 5.2 To the maximum extent permitted by law, we do not accept any liability whatsoever for any loss (including, without limitation, any liability arising from any fault or negligence) as a result of:
 - (a) the biometric verification trading function being unavailable or not functioning properly; or
 - (b) as a result of you or any party using, or being unable to use, the biometric verification trading function.

5.3 Without limiting the above, we will under no circumstances be liable to you or any party, regardless of the form of action (including, without limitation, any action for negligence), for any lost profits or lost opportunity, or any indirect, special, consequential, incidental or punitive damages whatsoever (even if we have been advised of the possibility of such damages), as a result of you or any party using, or being unable to use, the biometric verification trading function.

6 YOUR LIABILITY

6.1 To the maximum extent permitted by law, you are liable for any loss we suffer as a result of you (or any party you allow to use the biometric verification trading function on your supporting mobile device):

- (a) breaching these terms and conditions; or
- (b) using the biometric trading function on your supporting mobile device negligently or in breach of any laws or regulations that apply to you (or to any party you allow to use the biometric verification trading function on your supporting mobile device).

6.2 Any liability under clause 6.1 continues after you close, or we terminate, the biometric verification trading function on your supporting mobile device.

7 GOVERNING LAW

7.1 This Agreement is governed by New Zealand law.

8 AMENDMENTS TO AGREEMENT

8.1 We may amend the terms of this Agreement at any time and will notify you of such amendments by email or website announcement or system message or any other means that we deem practicable.