

Biometric Verification Service Agreement

Article I General Provisions

1. This Biometric Verification Service Agreement (hereinafter, this “**Agreement**”) is a valid contract entered into by SNB Finance Holdings Limited (hereinafter, “**SNB**”) and the Customer (hereinafter, “**You**”) with respect to the issues of biometric verification services and use of biometric verification trading function (hereinafter, this “**Service**”) and other related issues. By clicking the relevant web page to confirm or otherwise to accept this Agreement, you shall be deemed to have entered into this Agreement with SNB and to be bound by all terms of this Agreement.
2. Before you accept this Agreement, you shall read carefully all terms of this Agreement, **especially the part in bold-faced letters**. You are advised not to proceed if you disagree with any term hereof or cannot understand any term hereof.
3. **This Agreement is a supplement to the Customer Agreement. In respect of biometric verification service and biometric verification trading function, if there is any inconsistency between any term hereof and any term in any other customer agreement, the term of this Agreement shall prevail.**

Article II Definition

1. [Biometric feature]: shall refer to fingerprint, face mapping or other biological features.
2. [Biometric verification]: shall refer to the identification verification function provided by SNB based on biometric features under this Agreement.
3. [Biometric verification trading]: the service under which after you have activated the biometric verification trading function, when you conduct any trade or issue a directive to SNB, your identity may be identified, the trade will be proceeded or other directives be issued to SNB based on the biometric verification information stored on your mobile devices supporting such function.
4. [Supporting mobile device]: shall refer to: (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.
5. [Customer Agreement]: shall refer to 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 SNB.

Article III Rights and Obligations of the Parties

1. For you to receive services hereunder, you must activate the biometric sensors on your mobile phone that supports such function, and enter at least one of your biometric features on your supporting mobile phone.
2. Your biometric features will be stored by the supporting mobile device used by you at the time of such entry and its system, and SNB will not store any of your biometric features. **You agree that SNB may apply your biometric features obtained from your supporting mobile device for the purpose of trading verification and other purposes, if any, as may be provided by SNB from time to time.**
3. **You acknowledge, understand and agree that: (1) before you activate the biometric verification trading function, you are fully aware that after your biometric verification request is verified on relevant service page, you may immediately place an order for trading; (2) in order to protect the security of your account and properties, the default status of biometric verification function is set to be “not-activated”; (3) the biometric verification trading function is only activated after you log onto your account, manually activate the function and set the configuration on your SNB App; (4) you have the right as well as the obligation to determine prudently whether to activate the biometric verification trading function and shall be entitled to the benefits offered by, and bear all risks associated with, such function; (5) when you log onto your account on the SNB App, SNB will request you to enter your trading password for verification purpose; (6) you are also required to enter your information for verification when you determine to close or reactivate the biometric verification trading function; (7) in addition, in order to protect the security of your account and properties, SNB is entitled to increase or change the frequency, logics and elements of verification without giving you any notice.**
4. **After you activate this service, the directive issued to SNB through the biometric verification trading function shall not be revoked or withdrawn, unless as otherwise provided in the Customer Agreement or otherwise permitted by SNB, and may be deemed a valid basis for execution by SNB of your request or other directive, and may replace the trading password, until you close the biometric verification trading function.**
5. **You are advised to properly keep the supporting mobile device, and avoid any loss as a result of any biometric features of others being stored in your supporting mobile device. And you shall be solely responsible for all directives issued to SNB through the biometric verification trading function executed by SNB on your account. Any directive issued on your account**

through the biometric verification trading function shall be deemed to be authorized by you and binding upon you.

6. You shall take all necessary security and preventive measures to prevent the biometric verification service and biometric verification trading function from any unauthorized use, fraud or being used for any other illegal purposes, including but not limited to the following:

- 6.1. You are not allowed to use any App or biometric verification service 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. Such devices include devices the software protection is jailbroken or the rooted devices. [Jailbroken] or [rooted] devices shall refer to devices the access restrictions on which is removed without the approval of device manufacturers and/or operation system providers. Use of any App or biometric verification on any jailbroken or rooted device is likely to compromise the security or result in any fraud or other losses. If you download and use any App and biometric verification on a jailbroken or rooted device, you shall be solely liable and SNB will not be liable for any loss or any other consequence incurred or suffered by you;

- 6.2. If you are a teenager, please don't use face recognition service function for verification purpose given your face features may change rapidly because your face is at a developmental stage;

- 6.3. If you have twin siblings or siblings or other relatives that resemble your face appearance, please don't use face recognition service for verification purpose;

- 6.4. Please don't 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);

- 6.5. If you are aware or suspect that your supporting mobile device is used for biometric verification without your authorization, you shall notify SNB promptly to the extent reasonably practicable.

7. Any transaction or directive received by SNB based on the biometric verification services and/or through biometric verification trading function shall be binding upon you. You shall be liable for any such request or directive and/or all consequences thereof in accordance with the terms of the Customer Agreement, including but not limited to terms regarding your fraud or gross negligence, on liabilities as a result of any service without your authorization and other relevant terms.

8. You acknowledge, understand and agree that, collection, identification, verification, matching of your biometric features are completed through your supporting mobile device and its system. SNB shall not be liable for any loss

incurred to you as a result of any defect in the identification, matching or verification logic of certain supporting mobile devices, including but not limited to misidentification of biometric features used for another purpose as biometric features under the service request, or any inaccuracy in identification, matching or verification.

9. Biometric verification service is provided on an “as is” and “as available” basis. SNB will not guarantee that the biometric verification services and 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 SNB from time to time.
10. The biometric feature sensor components on your mobile device are not provided by SNB. SNB is not responsible for the technical availability, accuracy and security of biometric feature sensors. SNB will not make any type of guarantee, express or implied, regarding the quality, availability, accuracy, security or other performance, other appropriateness, ownership or non-infringement.
11. SNB will exert reasonable commercial efforts to ensure the validity and normal operation of the biometric verification trading function. However, in no event shall SNB be liable for any indirect, special, incidental, consequential, punitive or exemplary losses or damages, profit losses, losses as a result of business interruption, or any loss of any program or data or property in your supporting mobile device.
12. SNB may unilaterally terminate the provision of biometric verification services and biometric verification trading function without incurring any liabilities to you by giving you a prior notice or posting a notice on its website or system or notifying you in any other manner deemed appropriate by SNB. If, after SNB ceases the biometric verification services and biometric verification trading function, SNB discovers any previous violations of law or violations of this Agreement by you, which results in any loss to SNB, then SNB will continue hold you liable and retain the right to pursue judicial remedies.
13. You are entitled to close the biometric verification trading function by following the steps permitted by the App of SNB or otherwise notified/informed you separately.
14. SNB may designate or change the scope and features of the biometric verification service and biometric verification trading function from time to time without giving a prior notice to you.

Article IV Amendments to Agreement

SNB may amend terms of this Agreement at any time. In the case of any amendments to terms hereof, SNB will notify you of such amendments by Email

or website announcement or system message or other means SNB deems practicable.

Article V Governing Law and Dispute Resolution

The formation, validity, performance and interpretation of this Agreement shall be governed by the law of New Zealand. Auckland District Court, New Zealand shall have the exclusive jurisdiction over disputes in connection with this Agreement.

Article VI Force Majeure Event

You agree that SNB will not be liable if SNB fails to provide services due to any of the following events: (1) maintenance or upgrade of SNB system; (2) typhoon, earthquake, flood, thunderstorm or terrorist attack and other force majeure event; (3) any breakdown of any software/hardware of your device, or of telecommunication lines or power lines; (4) your misuse or use of service of SNB otherwise than in a manner authorized or permitted by SNB; (5) any virus, Trojan horse, attack of malicious program, network traffic congestion, instability of system, system or equipment breakdown, telecommunication device breakdown, power failure, acts of banks, defect in any third party services or acts of government etc.

Article VII Miscellaneous

1. Each term hereof may be severable from other terms hereof. If any term is held under any applicable law to be illegal, invalid or unenforceable in any aspect at any time, it shall not have any effect on the legality, validity or enforceability of other terms.
2. Apple and iPhone are trademarks of Apple Inc. and are registered in the USA and other jurisdictions and protected by law.