

Terms and Conditions

Last updated: 18 August 2026

1. DEFINITIONS

- 1.1 “Affiliate” means in relation to either party, any entity that controls, is controlled by or is under common control with a party; the terms “control” and “controlled” meaning ownership of at least 50% of the voting shares or the ability to direct the management of the relevant entity.
- 1.2 “Client” means the entity from whom DFIN accepts instructions either directly or indirectly (for example through Client’s Affiliates, representatives, agents or advisers) to perform the Services and to supply the Goods (and from whom DFIN will be entitled to recover payment for such Services). In the event DFIN accepts Orders from an Affiliate, representative, agent or adviser of the Client, DFIN nevertheless acts only for the Client and such Affiliate, representative, agent or adviser is not (and may not be implied as being) a Client.
- 1.3 “Contract” means the contract between DFIN and the Client for the supply of the Goods and/or Services, comprising DFIN’s quotation, proposal or other written scope of work accepted by or on behalf of the Client, these Terms and Conditions, and the Order, subject to the order of precedence set out in clause 2.2.
- 1.4 “DFIN” means Donnelley Financial Solutions Hong Kong Limited (“DFIN HK”) or such other Affiliate as DFIN HK may assign the Contract to.
- 1.5 “Goods” means the articles or any part thereof supplied to the Client by or on behalf of DFIN in the performance of the Services.
- 1.6 “Order” means any order, request, instruction, variation or authorisation, whether oral or in writing, placed or given by or on behalf of the Client for the supply of Goods and/or performance of Services by DFIN.
- 1.7 “Personal Data” means any information relating to an identified or identifiable individual, including any information that constitutes personal data, personal information, personally identifiable information or equivalent information under applicable privacy or data protection laws.
- 1.8 “Services” means the printing and other services to be performed by DFIN pursuant to the Contract including any other services required by the Client or its representatives and/or agents from time to time and agreed to be performed by or on behalf of DFIN.

2. BASIS OF CONTRACT

- 2.1 The Contract shall be deemed to come into force on the earlier of: (a) when DFIN provides its acceptance and confirmation of the Client’s Order (subject to these Terms and Conditions); or (b) when DFIN commences performance of the Services. If, within 30 days after DFIN submits the quotation, proposal or other written scope of work to the Client, the Contract has not come into force in accordance with this clause 2.1, DFIN shall have no obligation to proceed with, enter into, or perform the Contract. Unless DFIN expressly agrees otherwise in writing, it shall have no further liability or obligation to the Client in relation to the quotation, proposal or other written scope of work, the Goods, the Services, or any related matters.
- 2.2 In the event of any conflict between DFIN’s quotation, proposal or other written scope of work, these Terms and Conditions and the Order, the order of precedence shall be: first, DFIN’s quotation, proposal or other written scope of work; secondly, these Terms and Conditions; and thirdly, the Order.
- 2.3 Unless the Client expressly notifies DFIN otherwise in writing, DFIN may rely on and act upon any Order, request, variation, instruction, approval or authorisation given by any person who appears to DFIN to be acting for or on behalf of the Client, including the Client’s Affiliates, representatives, contractors, agents, legal advisers, investment bankers, accountants or other professional advisers. DFIN shall have no obligation to verify that person’s authority with the Client. The Client shall be responsible for all charges, costs, expenses, delays, errors, omissions, changes in scope and other consequences arising from or in connection with any such Order, request, variation, instruction, approval or authorisation, including any conflicting or incomplete instructions. Any such Order, request, variation, instruction, approval or authorisation shall be subject to these Terms and Conditions and shall not vary the Contract except to the extent expressly accepted by DFIN.

3. PRICE

All quotations, proposals or other written pricing submissions given by DFIN for the Goods and/or Services will remain fixed for a period of 30 days from submission to the Client, subject to DFIN’s right to vary any such quotation, proposal or pricing submission in the event of an error or omission. Thereafter, DFIN shall be under no obligation to accept any Contract and/or the quoted price may be increased by DFIN to take into account market conditions at the date of actual performance of the Goods and/or Services under the Order, and the Client shall pay such increased price to DFIN. Without prejudice to their generality, the words “market conditions” will include any increase in the cost of labour, materials, services or transport. Unless otherwise stated, all prices are exclusive of any applicable value added or other sales tax, which DFIN will charge in addition in accordance with applicable laws.

4. SUB-CONTRACTORS

DFIN shall be entitled to sub-contract the fulfillment of the Contract or any part thereof.

5. DELIVERY

- 5.1 DFIN will arrange for the delivery of the Goods in the manner specified in the Contract (or, where no such manner is specified, in such manner as DFIN shall consider reasonable), or as otherwise agreed with the Client.
- 5.2 Delivery to the Client shall occur (and the Services shall be deemed completed) upon (i) delivery of the Goods into the mail system; or (ii) loading at DFIN's place of production onto a vehicle arranged by DFIN, the Client or the Client's designated carrier, where that method of delivery is chosen.
- 5.3 DFIN will use reasonable endeavours to meet any timescales for delivery agreed in the Contract. If delivery by such date is not achieved, with DFIN having used such endeavours, DFIN and its Affiliates will not be liable to the Client or its Affiliates for any loss or damage whatsoever resulting from such delayed delivery.

6. PROOFS

DFIN reserves the right to charge additional fees for any corrections, including alterations in style and the cost of additional proofs necessitated by such corrections, as may be requested by or on behalf of the Client. Proofs of all work may be submitted for the Client's approval and in that event, no liability will be accepted by DFIN or its Affiliates for any errors not corrected by the Client.

7. TITLE AND RISK

The Goods will be at the Client's risk immediately on delivery in accordance with clause 5.2. Title in the Goods shall pass to the Client only when DFIN has received payment in cleared funds of all amounts due under the Contract.

8. STANDING MATTER

- 8.1 All rights and physical property in any film, plates, drawings, designs, specifications and other materials manufactured and used by or on behalf of DFIN in the production of (without limitation) typesetting, negatives, positives and plates will remain the property of DFIN.
- 8.2 Except as provided in clause 8.3 below, typesetting may be discarded or destroyed and lithographic, photogravure, or other work erased or destroyed immediately after the Order is executed unless written arrangements are made to the contrary. In the latter event, the Client will be liable for the cost of storage and related administration.
- 8.3 DFIN shall not use any signatures on any document produced during the Services for any other purpose than the performance of the Contract.

9. INTELLECTUAL PROPERTY

- 9.1 The Client acknowledges that it is providing copy, data, scripts, photographs, layout, typesetting and typographical arrangement, format, logos and other materials ("Client Materials") in order that DFIN may deliver Goods and Services. The Client warrants that it has all rights to provide the Client Materials to DFIN and that the Client Materials do not infringe the copyright or other intellectual property rights of any third party, are not defamatory or obscene, are not illegal or unlawful, scandalous or libellous or contravene any regulatory requirements (together the "Breaches").
- 9.2 The Client hereby fully indemnifies and holds harmless DFIN and its Affiliates, officers, employees, agents and distributors against all claims, liabilities, fines, costs, expenses, damages or losses arising out of the publication, distribution and use by DFIN or the Client (or their respective Affiliates) of the Client Materials (or other output of the Services) or as a result of any work done by or on behalf of DFIN for the Client which contains Breaches.

10. WARRANTIES AND LIMITATIONS OF LIABILITY

- 10.1 DFIN warrants that the Goods will be manufactured in accordance with the Client's specifications and will be of satisfactory quality. To the extent permitted by law, all other warranties or conditions statutory or otherwise (including conditions as to quality or fitness for any particular purpose) whether express or implied are hereby excluded.
- 10.2 DFIN's liability to the Client and the Client's only remedy for any loss or damage incurred by the Client arising from breach of the warranties in clause 10.1 will, at DFIN's option, be limited to the reprinting of the Goods by DFIN or the refund of the price paid for such Goods.
- 10.3 Notwithstanding clauses 10.4 to 10.6, DFIN and its Affiliates do not exclude liability (if any) (i) for death or personal injury resulting from negligence; (ii) for fraud; or (iii) for any matter for which it would be unlawful to exclude, or attempt to exclude, liability.
- 10.4 DFIN and its Affiliates shall not be liable to the Client (i) for any losses of an indirect or unforeseeable nature; (ii) for lost profits, revenues, or lost opportunities, or (iii) for any loss or damage to the Client's or its Affiliates' goodwill or reputation, in each case however caused and whether by the negligence, breach of contract or other default of DFIN, its agents, subcontractors or Affiliates or otherwise.
- 10.5 Subject to the foregoing provisions of this clause 10, DFIN's and its Affiliates' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to an amount equal to the Contract price multiplied by two.
- 10.6 Should the Services include domestic or international facsimile or other data transmission services, DFIN's and its Affiliates' liability to the Client for any loss or damage incurred by the Client due to or arising from any failure or delay in the performance of the facsimile transmission services will be limited to a cancellation of DFIN's charges for such transmission service. In no case will DFIN or its Affiliates be liable to the Client or to third parties for any loss of sales, advertising revenue or profit or of any damage, injury or expense whatsoever arising directly or indirectly from any such failure or delay on the part of DFIN or its subcontractors or Affiliates.

11. RISK OF DAMAGE TO CLIENT'S PROPERTY

- 11.1 Whilst all typescript, tapes, discs, film, artwork, electronic files, data, digital materials, storage media or any other material supplied by the Client will remain the Client's property, any such items which are left in the custody or control of DFIN by the Client will be so left at the sole risk of the Client and neither DFIN nor its Affiliates will be responsible for any loss or damage occasioned to them whilst in such custody or control.
- 11.2 The Client will at its own expense insure any such items to the full value thereof whilst in the custody or control of DFIN.

12. TERMINATION

- 12.1 DFIN will have the right to terminate the Contract on written notice to the Client if:
- (a) the Client defaults in or commits a breach of the Contract or of any other of its obligations to DFIN; or
 - (b) any distress or execution is levied upon the Client's property or assets; or
 - (c) the Client makes any arrangement or composition with creditors, or becomes insolvent; or
 - (d) any petition or receiving order in insolvency is presented or made against the Client; or
 - (e) the Client is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction where the emergent company assumes its obligations) is passed or presented; or
 - (f) a receiver or administrator of the Client's undertaking, property or assets or any part thereof is appointed or where any of the foregoing are, in DFIN's opinion, likely to occur.
- 12.2 DFIN shall be entitled to terminate the Contract on written notice to the Client for any reason upon the provision of not less than 30 days' notice in writing.

13. CONFIDENTIALITY

- 13.1 Each party shall keep confidential and shall not use or disclose, except as permitted under this clause, any information disclosed to it by or on behalf of the other party in connection with the Contract which is marked or identified as confidential, or which by its nature or the circumstances of disclosure would reasonably be regarded as confidential, including business, financial, commercial, technical, operational, client, transaction and pricing information.
- 13.2 A receiving party may use the other party's confidential information only for the purposes of performing, receiving or enforcing rights under the Contract, and may disclose it only to its Affiliates, officers, employees, contractors, subcontractors, professional advisers and service providers who need to know it for those purposes, provided that the receiving party remains responsible for ensuring that such recipients keep the information confidential.
- 13.3 The obligations in this clause shall not apply to information which the receiving party can demonstrate:
- (a) is or becomes publicly available other than through breach of the Contract;
 - (b) was lawfully known to the receiving party before disclosure;
 - (c) is lawfully received from a third party without restriction on disclosure; or
 - (d) is independently developed without use of or reference to the other party's confidential information.
- 13.4 A receiving party may disclose confidential information to the extent required by law, regulation, court order, stock exchange requirement, governmental authority or regulatory authority, provided that, where legally permitted and reasonably practicable, it gives the disclosing party prompt notice and cooperates with any reasonable request to limit or protect the disclosure.
- 13.5 Each party shall protect the other party's confidential information using at least reasonable care and shall promptly notify the other party if it becomes aware of any unauthorised use or disclosure of such information.
- 13.6 The obligations in this clause shall survive termination or expiry of the Contract for a period of five years, except in respect of trade secrets or information which by its nature remains confidential, in which case the obligations shall continue for so long as such information remains confidential.

14. DATA PRIVACY AND CYBERSECURITY

- 14.1 Each party shall comply with all applicable laws and regulations relating to privacy, data protection, cybersecurity and the processing of Personal Data in connection with the Services.
- 14.2 The Client shall ensure that it has obtained all necessary rights, permissions, consents and authorisations required for DFIN to receive, access, process, store, transfer and otherwise use any Personal Data, confidential information or other materials provided by or on behalf of the Client for the purposes of performing the Services.
- 14.3 DFIN shall maintain reasonable and appropriate technical, organisational and administrative safeguards designed to protect Client information and Personal Data against accidental, unauthorised or unlawful access, disclosure, alteration, loss or destruction, taking into account the nature of the Services, prevailing industry standards and applicable legal requirements.
- 14.4 In the event DFIN becomes aware of a confirmed unauthorised access to, acquisition of, or disclosure of Client information or Personal Data under DFIN's control that is reasonably likely to result in material harm to the Client or affected individuals ("Security Incident"), DFIN shall notify the Client without undue delay and provide reasonable cooperation in relation to the investigation and remediation of the Security Incident, subject to applicable law.
- 14.5 DFIN may use Affiliates and third-party service providers in connection with the performance of the Services, provided that DFIN remains responsible for their compliance with obligations materially equivalent to those set out in this clause.
- 14.6 The Client acknowledges and agrees that DFIN and its Affiliates may process and transfer Client information and Personal Data between jurisdictions in which DFIN, its Affiliates or service providers operate, provided that appropriate safeguards are implemented where required by applicable law.
- 14.7 DFIN may retain Client information and Personal Data for the duration necessary to perform the Services, comply with legal or regulatory obligations, resolve disputes, enforce contractual rights, or satisfy legitimate business

requirements. Upon expiration or termination of the Contract, DFIN may delete or anonymise such information in accordance with its record retention policies, except where retention is required by law.

- 14.8 Any liability arising under this clause shall be subject to the limitations and exclusions of liability set out in clause 10, except to the extent prohibited by applicable law.

15. LIEN

In addition to any right of lien to which DFIN may by law be entitled, DFIN will be entitled to a general lien on all goods and paper or other material supplied by the Client which are in DFIN's possession (even if such goods and paper or other material or some of them have been paid for) as security for the unpaid price of any other Goods delivered to the Client by DFIN under this or any other Contract. Without prejudice to its other rights and remedies, DFIN will be entitled on the expiry of fourteen days' written notice of non-payment to dispose of such goods and paper or other material on the best commercial terms reasonably obtainable and to apply any proceeds towards such unpaid price.

16. SUSPENSION OF DELIVERIES

If the Client defaults in paying any amount due under this Contract as and when that amount becomes due DFIN will have the right (without prejudice to its other rights and without incurring any liability to the Client) either to suspend all further deliveries or performance of Services until the default is made good or to cancel the rest of the Order to which that amount relates.

17. PARTIAL COMPLETION

In the case of partial completion of an Order, where DFIN has issued an invoice DFIN will be entitled to be paid for all Goods delivered or Services performed by it under that Order and will be entitled to payment in part in respect of work done by it under that Order (without prejudice to its rights should the Client be in default).

18. PAYMENT OF PRICE

- 18.1 The price payable for the Goods and/or Services will be paid by the Client to DFIN at the address stated and within the time period stipulated in the invoice; provided that invoices in respect of postal charges incurred by DFIN on behalf of the Client will be paid within seven days of the date thereof. Payment within this period shall not be deemed to have been received until DFIN has received such payment in cleared funds.
- 18.2 Satisfactory business references must be given to DFIN if required.
- 18.3 Without prejudice to DFIN's other rights (including the right in any event to sue for the price immediately payment becomes due whether or not property in the Goods has passed) DFIN reserves the right to charge interest on the amount of any delayed payment at the rate of 2 per cent per month or part of a month until payment in full has been received.
- 18.4 All payments to be made by the Client under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature.
- 18.5 All sums payable to DFIN under the Contract will become due immediately upon termination of the Contract for whatever reason.
- 18.6 Without prejudice to any other rights or remedies, where any amount payable by the Client is not paid when due, the Client shall indemnify DFIN on demand for all reasonable costs and expenses incurred in recovering such sums, including (without limitation) internal administrative time, legal costs (on a full indemnity basis), court fees, enforcement agent fees, tracing fees, and collection agency charges, whether incurred before or after the commencement of legal proceedings.

19. FINANCIAL RISK

- 19.1 If at any time DFIN considers, in its absolute discretion, that the Client's financial circumstances, creditworthiness or payment history no longer justify the credit terms specified in the Contract, DFIN may, by written notice to the Client and without incurring any liability to the Client: (i) withdraw or vary any credit terms previously granted; (ii) require payment in advance, whether before commencement or continuation of production of the Goods, performance of the Services or delivery of the Goods; (iii) require the Client to provide such security, guarantee, deposit or other assurance of payment as DFIN may reasonably require; and/or (iv) suspend performance of the Services or delivery of the Goods until such payment, security or assurance has been provided to DFIN's satisfaction. The Client shall remain liable for all amounts incurred or payable under the Contract before any such suspension, variation or withdrawal of credit terms.

20. DFIN'S REMEDIES

No relaxation, forbearance or delay by DFIN in enforcing any of its rights under this Contract will prejudice, affect or restrict the rights of DFIN hereunder, nor will any waiver by DFIN of any breach or any condition in the Contract operate as a waiver of any subsequent or continuing breach of this Contract.

21. HEADINGS

Headings to the clauses in this Contract are for convenience of reference only and will not affect the interpretation thereof.

22. SEVERABILITY

If any provision in this Contract is found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such provision will not affect any other provision in this Contract, which will remain in full force and effect.

23. ASSIGNMENT

The Contract is personal to the Client who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without DFIN's prior written consent. DFIN shall be entitled to assign the Contract, whether in whole or in part, upon written notice to the Client.

24. ENTIRE AGREEMENT

- 24.1 The Contract contains all the terms which DFIN and the Client have agreed in relation to the Goods and Services and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Goods and Services. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of DFIN which is not set out in the Contract.
- 24.2 Nothing in this clause will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

25. FORCE MAJEURE

DFIN will be deemed not to be in breach of the Contract or otherwise liable to the Client in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to circumstances beyond the reasonable control of DFIN.

26. PUBLICITY

DFIN may: (i) include the Client in current Client lists on its website as well as in other promotional materials, which are shown to prospective users and third parties; (ii) display Client's logo in a rotating display of other companies' logos and stock code on the DFIN website and other promotional materials; and (iii) use, reproduce and display Client's testimonials, white papers and other materials approved by the Client on the DFIN website and in other promotional materials.

27. GOVERNING LAW AND JURISDICTION

This Contract will be governed by and construed exclusively in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China and each party agrees irrevocably to submit to the non-exclusive jurisdiction of the Courts of Hong Kong.