

AGREEMENT IN RESPECT OF EQUITY LINKED INSTRUMENTS

Date: _____

TO: Victory Securities Co. Ltd., Hong Kong.

Dear Sirs,

In consideration of Victory Securities Co. Ltd. (hereinafter called "Victory") entering into transaction relating to Equity Linked Instrument ("Transaction") in accordance with my/our instruction ("Instruction"), I/we hereby agree that:-

1. I/We shall be bound by the terms and conditions of all specifications, offering, circulars, information memorandums and/or other documents ("Documents") covering such Equity Linked Instrument ("ELI") and I/we shall not pass the Documents to any other person;
2. I/We shall purchase the ELIs as principal and not a nominee for any person;
3. I/We have performed my/our own due diligence and investigation and I/we have made my/our own independent decision to enter into the relevant Transaction;
4. Victory shall not be responsible for checking, verifying or confirming the legality, suitability and appropriateness of any Instruction and/or Transaction;
5. I/We have based myself/ourselves upon my/our own judgment and upon advice from such independent professional advisers as I/we deem necessary in considering the legality, suitability and appropriateness of the Transaction;
6. I/We have not relied on any representation or advice by Victory and neither Victory nor its employees, agents or representatives shall have any liability in respect of the same if expressed at all;
7. I/We shall be bound by all Transactions entered into by Victory, and Victory shall not in any way be liable for the payment or other obligations in respect of such Transaction;
8. The amount I/we paid for the ELI may not be recoverable in the event an issuer is insolvent or in bankruptcy.
9. I/We hereby expressly agree to exclude Victory from all liabilities, claims, damages, costs (including legal cost), proceedings or damages arising out of the Transaction. For the avoidance of doubt, Victory shall not be liable for any default in payment by the issuer of the ELI;
10. I/We agree to fully indemnify and keep harmless Victory and its officers, employees and agents against any loss, claim, damage, cost (including legal cost), proceedings or liability which any of them may incur or suffer directly or indirectly pursuant to or in connection with your accepting my/our Instruction and acting thereon;
11. Victory shall incur no liability whatsoever in exercising any or all of Victory's right or for taking or not taking any action (including any legal action or proceeding) in connection with any Transaction;
12. Victory acts as my/our agent for my/our sole risk and account. For any transaction with or through any broker or counterpart, I/we appreciate that Victory's agreement with him may expressly provide that as against him Victory acts as principal or that Victory's rights and obligations are not transferable. However, such provisions will not affect Victory's capacity as my/our agent in my/our transaction with Victory. I/We agree that the relevant transaction with each broker or counterpart will be subject to the rules, terms and conditions as stipulated him;
13. This agreement shall be binding and enure to the benefit of my/our successors, whether or not such person has initiated the Instruction.
14. The terms of this agreement shall remain in full force and effect unless and until you receive, and have a reasonable time to act on, a notice of termination in writing duly signed by me/us, save that such termination will not release me/us or any of us from any liability under the terms of this agreement in respect of any act performed by you pursuant to this agreement before the expiry of such time; and
15. This agreement shall be construed and governed by the laws of Hong Kong Special Administrative Region of The People's Republic of China.

Yours faithfully,

In the presence of:-

Accepted by:-
for Victory Securities Co. Ltd.

Signature of Client
(Name of Client:)
(A/C No.)

Signature of Witness
Name of Witness: _____

Authorized Signature

有關 股票掛 投資之協議

日期: _____

致: 勝利證券有限公司

就勝利證券有限公司(“勝利證券”)根據本人/吾等之指令(“指令”)所作股票掛 投資交易(“交易”),本人/吾等謹此同意如下:-

- (1) 本人/吾等將受有關股票掛 投資(“ELI”)的規格、章程內之條款與條件及/或其他要約文件(“文件”)之約束,本人/吾等不會傳遞此等文件予任何人;
- (2) 本人/吾等以主事人身份購入 ELI,並不作任何人士之代理人;
- (3) 本人/吾等已進行細心分析及調查,並作出獨立決定進行有關交易;
- (4) 勝利證券並不負責檢查、核證或確定有關交易之合法性、恰當性及適合性;
- (5) 本人/吾等已根據本人/吾等自行之判斷及獨立專業意見對有關交易之合法性、恰當性及適合性作出評估;
- (6) 本人/吾等並無倚賴任何勝利證券之言論或建議,勝利證券及其僱員、代理人或代表毋須就其發表之言論或建議負責;
- (7) 本人/吾等需負責所有經勝利證券為本人/吾等作出之交易而勝利證券毋須為此等交易履行任何付款或其他責任;
- (8) 在 ELI 發行人無力償付債務或破產時,本人/吾等可能不能收回所支付購買 ELI 之款項;
- (9) 本人/吾等明確同意免除勝利證券一切因應交易而產生之債務、索償、成本(包括法律費用)、訴訟或損失。為免生疑問,勝利證券毋須負責任何 ELI 發行人之付款失責行為;
- (10) 本人/吾等同意全數彌償及使勝利證券及其主管、僱員及代理人就其直接受本人/吾等之指令及其行事而引起之一切直接或間接損失、索償、成本(包括法律費用)、訴訟或債務不須負上任何責任;
- (11) 勝利證券毋須因行使有關交易上勝利證券之任何或全部權利或採取或不採取行動(包括任何法律行動或訴訟)而負上任何責任;
- (12) 勝利證券為本人/吾等之全權代理人,一切風險由本人/吾等負責。任何與或經其他證券經紀或對手之交易,本人/吾等同意有關協議書可以明確列出勝利證券是以主事人身份與其交易或勝利證券之權利和責任是不可轉移的,但這些條文並不影響勝利證券與本人/吾等交易上作為本人/吾等代理人之身份。本人/吾等同意與每一經紀或對手之有關交易,均受其規則、條款與條件所約束;
- (13) 本協議將約束本人/吾等及本人/吾等之繼承人,無論此等人士是否發出有關指令;
- (14) 除非及直至勝利證券收妥本人/吾等親筆簽署之終止協議通知書,並有合理充足時間處理,否則本協議之條款仍然有效。在本協議失效前,勝利證券按本協議之條款作出之任何行動,本人/吾等均須負責;及
- (15) 本協議須受中華人民共和國香港特別行政區之法律規管及以之執行。

同意接納:-
勝利證券有限公司代表

客戶簽署
客戶姓名: _____
戶口號碼: _____

見證人簽署
見證人姓名: _____

被授權簽字人簽署