

Novation Agreement for Agreement for Securities Trading

證券交易帳戶協議更替協議

THIS NOVATION AGREEMENT (“Agreement”) is entered between

- (a) Essence International Financial Holdings Limited, a company incorporated in Hong Kong and having its registered office at 39th Floor, One Exchange Square, Central, Hong Kong (the “**Transferor**”);
- (b) Essence International Securities (Hong Kong) Limited, a company incorporated in Hong Kong whose registered office is at 39th Floor, One Exchange Square, Central, Hong Kong (the “**Transferee**”); and,
- (c) [], holder of Securities Trading Account No. _____, currently engages an Agreement for Securities Trading with the Transferor (the “**Client**”).

WHEREAS :-

- (A) The Transferor and the Client have entered into an Agreement for Securities Trading Account (the “Original Agreement”) whereby the Transferor renders securities trading services and acts on behalf of Client to effect securities transaction.
- (B) The Transferee being the wholly owned subsidiary of the Transferor and is a licensed corporation under the Securities and Futures Commission to conduct Type 1 (dealing in securities) and Type 4 (advisory on securities) regulated activities and an exchange participant of the Stock Exchange of Hong Kong Limited.
- (C) Pursuant to definition of the Original Agreement of the Transferor, “EIFHL” means Essence International Financial Holdings Limited and its successors and assigns, with such reference Transferee shall deem to be the lawful successor and assignee of EIFHL to provide securities trading services and effect transactions on Client’s behalf.
- (D) The Client and the Transferee shall be the contractual parties to all current securities transactions and other subsequent services rendered by the Transferee from time to time upon novation of rights and obligations from the Transferor.

NOW IT IS HEREBY AGREED by the parties hereto as follows:

1. Interpretation

Unless otherwise stated, terms defined in the Original Agreement for Securities Trading Account have the same meaning when used herein.

2. Novation

- 2.1 In consideration of the mutual releases of the Transferor and the Client herein contained and the mutual obligations assumed herein by the Client and the Transferee, the parties to this Novation Agreement hereby agree that, with effect from the date pronounced by the Transferor (the “Novation Date”):
 - (i) subject as hereinafter provided the Client and the Transferor shall each be released from further obligations to the other (without prejudice to the obligations of the Client and the Transferor prior to the Novation Date) under the Original Agreement and their respective rights and obligations against each other shall be ceased (such ceased rights and obligations, “discharged rights and obligations”).
 - (ii) the Client and the Transferee shall each assume obligations towards each other and acquire rights against each other only insofar as the Client and the Transferee have assumed and acquired the discharged rights and obligations in place of the Client and the Transferor.
 - (iii) the Transferor and the Transferee both hereby agree that, the Transferor has provided the Transferee with the latest transaction statement which deems to be the proof of asset of the Clients holding under the Transferor which shall be transferred under the custody of the Transferee; and,
 - (iv) the Client hereby agrees and undertakes to transfer all assets in trust of the Transferor, including securities, monies, outstanding loan, debit balances and collateral securities (if any) to the new securities trading account maintained with the Transferee.
 - (v) the Client and the Transferee both hereby agree that, all Clients data and related information maintained with the Transferor shall be transferred to the Transferee’s custody for account maintenance and operation. The Transferee reserves the right to request more information from the Client from time to time for validation.
 - (vi) the Client and the Transferee both hereby agree to waive the signing of the new Agreement for Securities Trading (“New Agreement”) with acknowledgement and understanding that terms and conditions stated therein the New Agreement shall be identical of the Original Agreement and that their rights and obligations are conserved.
- 2.2 The Transferee hereby agrees that with effect from the Novation Date it shall perform in accordance with their terms of all those obligations

本更替協議（下稱“本協議”）由下列各方簽訂：

- (a) 安信國際金融控股有限公司，一間依據香港法律成立的有限公司，其註冊辦事處位於香港中環交易廣場第一期三十九樓（下稱“轉讓方”）；
- (b) 安信國際證券(香港)有限公司，一間依據香港法律成立的有限公司，其註冊辦事處位於香港中環交易廣場第一期三十九樓（下稱“承讓方”）；及，
- (c) []，證券交易帳戶持有人帳戶號碼：_____（下稱“客戶”），其目前與轉讓方訂立證券交易帳戶協議。

鑑於：

- (A) 轉讓方及客戶已簽訂證券交易帳戶協議（下稱為“原協議”），轉讓方向客戶提供證券交易服務及代表客戶執行交易指示。
- (B) 承讓方為轉讓方全權擁有之子公司並為證監會認可進行第一類(證券交易)及第四類(證券諮詢)受規管活動之持牌法團及為香港聯合交易所之參與者。
- (C) 按原協議「安信國際」之定義是指安信國際金融控股有限公司及其繼承人及受讓人，按此參考，承讓方將被定義為安信國際之繼承人及受讓人，並向客戶提供證券交易服務及代表客戶執行交易指示。
- (D) 從轉讓方轉移權利及義務予承讓方後，客戶及承讓方將為所有現有的證券交易及日後承讓方提供服務予客戶之締約雙方。

茲有 現本更替協議各方同意如下：

1. 解釋

除非另有說明，定於原證券交易帳戶協議之條款定義在本協議中使用時具有相同的意義。

2. 轉讓

- 2.1 轉讓方與客戶在考慮相互釋放在此列載及相互承擔的責任由客戶和承讓方相互接納，雙方在此同意在轉讓方公告更替日期（即“更替日期”）：
 - (i) 基於此下提供客戶和轉讓方將根據原協議各自釋放其對另一方承擔之責任（以不影響客戶及轉讓方在更替日期前之責任），各自對另一方的權利和責任的將被終止（此等終止之權利和責任，下稱“卸免權利和責任”）。
 - (ii) 客戶和承讓方必須相互向對方承擔責任並獲取應有之權利，而此等責任及權利是只限於取代客戶與轉讓方相互卸免之權利及責任。
 - (iii) 轉讓方與承讓方雙方在此同意，轉讓方已向承讓方提供最近期之交易單副本以資證明為客戶於轉讓方保管下所持的資產轉至承讓方保管；及，
 - (iv) 客戶在此同意並承諾將其於轉讓方保管之所有資產，包括股票、現金、未償還欠款、欠款結餘及抵押股票(如有)轉讓至與承讓方維護之新證券交易帳戶。
 - (v) 客戶及承讓方雙方在此同意於轉讓方保管之客戶資料及相關資料將轉至承讓方保管以之維護帳戶內運作。承讓方保留權利不時向客戶要求提供更多資料以確認此等資料之有效性。
 - (vi) 客戶及承讓方雙方知悉及明白新的證券交易帳戶協議「新協議」所載之條件及條款將與原協議一致而其權利與義務亦受保護，雙方特此同意豁免簽訂新協議。
- 2.2 承讓方在此同意從更替日期之日起其將承擔在原協議條款中所載之責任並於更替日期之日起按本更替協議之條款執行其責任。

under the Original Agreement which by the terms of this Novation Agreement will be assumed by it with effect from the Novation Date.

2.3 Upon Novation, the Transferee shall be responsible to advise and update the Client from time to time should there be any changes in the Transferee including but not limited to its registration status, change of securities trading policy and/or any other services in course of business operation in writing.

3. Undertaking

Subject to Clause 2, the Client undertakes to the Transferor and the Transferee that he shall be responsible for all the unsettled transactions arising out from the transactions, claims and demands from the Transferor for default payment under the old contractual obligation prior to the effective Novation Date and shall settle or discharge such unsettled transactions, claims and demands with the Transferee after the Novation Date.

4. Representations

4.1 Each party represents and warrants that

- (i) it has been fully aware of the content and purpose, has the power to enter into, and has fully authorised the execution and delivery of this Novation Agreement.
- (ii) its obligation hereunder constitute its legal, valid and binding obligations enforceable in accordance with their terms.
- (iii) all authorizations given by Client to third party in relation with the securities trading account shall remain valid and effective to this Novation Agreement until further notice.
- (iv) it has entered into this Novation Agreement in reliance upon the factual situation of the corporate restructuring of the Transferor and the inconsequential impact on Client of such corporate action.

4.2 Each of the Transferor and the Client represents and warrants to the Transferee that:

- (i) It has made no prior transfer of any of its rights, title or interest under the Original Agreement and Original Transaction.
- (ii) Facts or circumstances which would give rise to an Event of Default under the Old Agreement have not occurred in relation to either the Client or the Transferor.

5. Governing Law and Jurisdiction

- 5.1 This Novation Agreement shall be governed by and construed in accordance with the Laws of Hong Kong.
- 5.2 All disputes, claims or proceedings among the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Hong Kong Court, which the parties irrevocably submit.

This Novation Agreement is executed and be effective by the undersigned parties from the date entered hereof []

Transferor 轉讓人

For and on behalf of
Essence International Financial Holdings Limited
安信國際金融控股有限公司

Authorized Signature(s) 授權簽署人

Accepted and Agreed By
接納及同意

[]
Name of the Client 客戶名稱

2.3 在轉讓完成後，承讓方必須不時以書面形式向客戶告知及更新其任何變更，包括但不限於其註冊狀況變更，證券交易政策變動及/或其他與業務運作相關的服務變更。

3. 承諾

根據本更替協議第2條，客戶向轉讓方及承讓方承諾在更替日期前，其將對與轉讓方由於過往交易，索償和追訴之所有未交割的舊合約責任負責；並且，在更替日期之後，客戶應與承讓方結算及清還該等未交割之交易，索償和追訴。

4. 陳述

4.1 本更替協議各方在此陳述及承諾

- (i) 其完全明白本更替協議的內容及目的，並具有充分的權利及授權去締結和執行本更替協議。
- (ii) 本更替協議條款將對其形成法定的，有效的及有法律效力的責任。
- (iii) 所有由客戶向第三方發出的與證券交易帳戶相關的授權指示將在本更替協議中維持有效及持續有效，直至另行通知為止。
- (iv) 其締結本更新協議乃基於轉讓方正在進行企業重組的真實狀況，並且此等重組並不會對客戶造成重大影響。

4.2 轉讓方與客戶分別對承讓方作出如下陳述及承諾：

- (i) 在原協議和原交易中，其從未對外轉讓其任何權利，授權或權益。
- (ii) 在原協議項下規定的違約事件或情形未有於客戶方或轉讓方發生。

5. 管轄法律及司法管轄權

- 5.1 本更替協議按香港特別行政區法例締結並據之予以解釋。
- 5.2 凡因本更替協議所產生之爭議，各方同意以香港法院為第一管轄法院。

本更替協議由下列各方於 年 月 日簽署執行及生效。

Transferee 承讓人

For and on behalf of
Essence International Securities (Hong Kong) Limited
安信國際證券(香港)有限公司

Authorized Signature(s) 授權簽署人