



Over-the-Counter (“OTC”) Trading Services Agreement

This Over-the-Counter (“OTC”) Trading Services Agreement is supplemental to the Cash Client’s Agreement / Margin Client’s Agreement entered into by Lippo Securities Limited and the Client to which this OTC Trading Services Agreement is annexed whereby the Client agrees to use our OTC trading Services to trade the New Securities before the trading of such New Securities commence on the Hong Kong Stock Exchange and Lippo Securities Limited agrees to provide the OTC trading services to the Client.

Terms in connection with Over-the-Counter (“OTC”) Trading Services:

In relation to any Over-the-Counter (“OTC”) transactions, including without limitation trading of any New Securities before their listing on the Hong Kong Stock Exchange (“Exchange”), entered or to be entered into by me/us, I/we acknowledge and agree that:

1. you/your holding companies are acting as agent for me/us and does not guarantee the settlement of such OTC transactions;
2. my/our orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on the Exchange;
3. in the event that I/we in selling any Securities fails to deliver such Securities, you/your holding companies are entitled to purchase in the market and/or any other counterparty (at the prevailing market price) the relevant Securities required for delivery in respect of such sale effected for me/us in order to complete the settlement of the relevant transaction. I/We shall bear all losses arising out of or in connection with such transaction;
4. in the event that (1) I/we buy securities from a seller and such seller fails to deliver the relevant Securities and (2) the purchase of the relevant Securities cannot be effected or you/your holding companies are in your/your absolute discretion determines not to purchase the relevant Securities pursuant to the clause 3, I/we will not be entitled to obtain the relevant Securities at the matched price and shall only be entitled to receive the money paid for the purchase of the relevant Securities.
5. before the purchase of any Securities, unless otherwise agreed, I/we undertake to pay an initial deposit in the amount of not less than 50% of the purchase consideration, or in any amount as agreed by you/your holding companies from time to time.
6. in the event that I/we in buying any Securities, should I/we fail to deposit the necessary settlement amount, you/your holding companies are entitled to sell any and all Securities or collateral held in my/our Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if I/we am/are the seller under such transaction and such transaction cannot be settled, I/we shall only be entitled to the relevant Securities but not the sale proceeds of the relevant Securities; and
7. without prejudice to the above, I/we shall bear my/our own losses or expenses and shall be responsible to you/your holding companies for any losses and expense resulting from you/your holding companies and/or your counterparty’s settlement failures.

Client Name: _____

Cash / Margin Account No. _____

Client Signature:
(Authorized signature(s) &/or Company Chop)

Date: _____

Risk Disclosure of Trading Through the Over-the-Counter (“OTC”) Trading Services

You should only undertake trading through the Over-the-Counter (“OTC”) trading services provided by us you understand the nature of such trading and such trading services and the extent of your exposure to risks. By trading through the OTC trading services provided by us, you are exposed to the credit, settlement and other risks of the counterparty to the relevant OTC transactions, including (but not limited to) transactions of Securities before their listing on the Hong Kong Stock Exchange (“Exchange”). Settlement of the relevant transaction is not guaranteed and you will be responsible for any losses or expenses resulting from your and/or your counterparty’s settlement failures.

Trades executed through the OTC trading services provided by us may be cancelled and void if that particular Securities subsequently fails to list on the Exchange. Furthermore, your order may only be partially executed, or not at all, as a result of the lower liquidity in trading on the OTC trading market through the OTC trading services provided by us as compared to regular market hours of the Exchange. There may also be greater volatility in trading through the OTC trading services provided by us than in regular market hours of the Exchange. The lower liquidity and higher volatility in trading through the OTC trading services provided by us may then result in wider than normal spreads for a particular type of Securities.

The prices of Securities traded through the OTC trading services provided by us may differ significantly from their opening or traded prices transacted during the regular market hours upon the listing of the Securities on the Exchange. The prices quoted by us for the OTC trading services may not reflect the prices in other concurrently operating automated trading systems/OTC market dealing in the same Securities. New announcements made by the issuers may affect the price of their Securities after regular market hours. Similarly, important financial information is often announced outside regular market hours. In trading through the OTC trading services by us, these announcements may occur during trading and may cause an exaggerated and unsustainable effect on the price of a particular type of Securities.

In particular, the OTC market is not regulated by the Exchange and will not be covered by the Investor Compensation Fund until the relevant transaction is properly recorded on the trading system on the Exchange upon the listing of the Securities on the Exchange.

You should therefore carefully consider whether such trading is appropriate for yourself in the light of your experience, risk profile and other relevant circumstances and seek independent professional advice if you are in doubt.

Copy of Cash Client’s Agreement / Margin Client’s Agreement can be downloaded from Lippo Securities Limited website <http://www.lipposec.com> or are available upon request.

I/We confirm that I/we have read the terms and risks disclosure of the OTC trading services and have considered all the risks involved in using the OTC trading services, which have been explained to me/us in a language that I/we understand. I/We hereby agree and accept the terms and risks of this Appendix A.

Client Name: _____

Cash / Margin Account No.: _____

Client Signature:
(Authorized signature(s) &/or Company Chop)

Date: _____

Signature Verified / Date:



附錄 A

場外交易服務協議

本場外交易服務協議乃是力寶證券有限公司與現金客戶協議書/保證金客戶協議書之補充，作為附件附錄在現金客戶協議書/保證金客戶協議書之後。此協議客戶同意使用力寶證券有限公司所提供之新上市證券在香港交易所開始交易前買賣該等新證券之場外交易服務而力寶證券有限公司同意向客戶提供該等場外交易服務。

場外交易服務的一般條款：

本人/吾等就其已進行或將予進行的任何場外("Over-the-Counter")交易，包括但不限於任何新證券在香港交易所("交易所")上市前之交易確認及同意：

1. 貴公司/貴公司的任何控股公司擔任本人/吾等的代理，並不保證此等場外交易之結算；
2. 本人/吾等的指示可能只有部份執行或全部未能執行。倘若有關證券其後無法在交易所上市，已執行的交易將會被取消及成為無效；
3. 倘若本人/吾等沽出的證券無法交付此等證券，貴公司/貴公司的任何控股公司有權為本人/吾等就此項已進行的銷售在市場及/或於其他交易對手購入相關的證券(以當時市價)，以完成相關的結算。本人/吾等承擔此項交易引致或招致的一切虧損；
4. 倘若(1) 本人/吾等向賣方購入證券，而該賣方無法交付相關證券及(2) 未能購入相關證券或貴公司/貴公司的任何控股公司行使絕對酌情權決定根據第 3 條款不購入相關證券，本人/吾等無權以配對價格取得相關證券，並且只有權收取買入相關證券所付的款項；
5. 於每宗購買證券交易前，除另有協議外，本人/吾等承諾支付該買入證券交易按金，而按金額不可少於該項證券交易金額比率為百分之 50，或貴公司/貴公司的任何控股公司不時知會之按金額。
6. 倘若本人/吾等購買任何證券而無法存入所需的結算款項，貴公司/貴公司的任何控股公司有權出售其賬戶內任何及所有證券或抵押品，以及使用經扣除結算交易所有費用後的出售所得款項。然而，本人/吾等於該宗交易內屬於賣方，而該宗交易未能結算，則本人/吾等只可獲得相關證券，而並非相關證券的出售所得款項；及
7. 在不影響上文所載的條款下，本人/吾等須自行承擔虧損或開支，並就其及/或其交易對手無法結算所招致的任何虧損及開支向貴公司/貴公司的任何控股公司負責。

客戶姓名：_____

現金客戶/保證金客賬戶號碼：_____

客戶簽署：_____

(客戶授權簽署及公司印鑑)

日期：_____

場外交易服務的風險披露聲明

交易的性質、交易服務條款及閣下可承擔的風險程度，才可利用本公司提供的場外交易服務進行交易。閣下在本公司提供的場外交易服務進行交易必須承擔信貸，結算及相關場外交易，包括(但不限於)證券在香港交易所("交易所")上市前的交易的其他交易對手風險。本公司並不保證相關證券的結算，閣下必須承擔閣下的交易對手無法結算所招致的任何虧損或開支。

如個別證券其後無法在交易所上市，在本公司提供的場外交易服務所執行的交易可能會取消或成為無效。此外，由於本公司提供的場外交易服務的交易流通性相對交易所正規市場時間為低，閣下的指示可能只有部份執行或全部未能執行。此外，在本公司提供的場外交易服務的交易波幅亦可能較交易所正規市場時間為高。在本公司提供的場外交易服務的交易流通性較低及波幅較高，可能導致個別證券種類的買賣差價較正常闊。

在本公司提供的場外交易服務的交易證券價格，亦可能與證券在交易所上市後在正規市場時間交易的開市或交易價格出現重大差距。在本公司提供的場外交易服務提供的證券價格可能無法反映相同證券於其他同時運作的自動化交易系統/場外交易市場的價格。發行人發表的新聞公告可能會影響證券在正規市場時間後的價格。同樣地，重要財務資料通常會在正規市場時間以外發表。此等公告可能會在本公司提供的場外交易服務進行的交易期間發放，並會導致個別證券種類的價格被誇大及產生不能持續的影響。

特別是場外交易市場不受交易所監管，除非相關交易於證券交易所上市後正式記錄於交易所的交易系統，否則亦不獲投資者賠償基金保障。

因此，閣下務須根據本人/吾等的經驗、風險承受能力及其他相關情況，仔細考慮此等交易是否適合閣下，如有疑問應尋求獨立的專業意見。

現金客戶協議/保證金客戶協議副本可在力寶證券網頁 <http://www.lipposec.com> 下載或於要求時提供予閣下作參考。

本人/吾等確認本人/吾等已詳閱本協議書有關場外交易服務條款及相關的風險披露聲明，並已考慮所有有關的場外交易服務風險，而且該等條款及風險已經由貴公司以本人/吾等明白的語言向本人/吾等解釋。本人/吾等承認並接納本附錄 A 的條款及風險。

客戶姓名：_____

現金客戶/保證金客賬戶號碼：_____

客戶簽署：_____

(客戶授權簽署及公司印鑑)

日期：_____

Code 121 (20091104)

簽署核對 / 日期