# Application Form for Transfer of Receivables on Stock Entitlements due to reasons other than merger or incorporation

To: Depository and Nominee Services Hong Kong Securities Clearing Company Limited ("HKSCC") 30/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong Fax no.: 2815 2728

We, the below-named Transferor and Transferee, hereby jointly, severally and irrevocably request and authorize HKSCC to transfer the share entitlements credited to the stock account of the Transferor in CCASS to the stock entitlement account ("A/C 02") of the Transferee in CCASS.

### Declared by Transferor

- 1. We hereby give you irrevocable instructions to transfer all of the outstanding scrip entitlements which have accrued to us, and which we are entitled to receive but have not yet been issued on or before termination date, into the entitlement account of Transferee participant in CCASS upon receipt of those scrip entitlements by HKSCC and HKSCC Nominees Limited.
- 2. We acknowledge that, in the event that HKSCC transfers all of the outstanding corporate actions hereby requested in accordance with this form, we shall have no legal rights in or claims in respect of the scrip entitlements so transferred against HKSCC.

We further would hold HKSCC, and/or any of its subsidiary associate companies or its holding company HKSCC and its affiliate companies harmless in carrying out these irrevocable instructions against all claims, action and loss provided that such claims, action or loss are not due to the gross negligence or wilful misconduct of HKSCC.

We undertake and confirm that relevant client consents to the above-mentioned transfers have been obtained. We undertake to complete all stock transfers out of our stock accounts in CCASS by \_\_\_\_\_ [termination date] so that a nil stock balance will be maintained in our CCASS accounts on \_\_\_\_\_ [termination + 1 day].

### Declared by Transferee

- 1. We hereby confirm that you are duly authorized to credit all outstanding scrip entitlements accruing to Transferor and to be issued on or after \_\_\_\_\_\_[termination date] into our stock account no. 02 in CCASS upon receipt of such scrip entitlement by HKSCC and HKSCC Nominees Limited.
- 2. In consideration of HKSCC agreeing to transfer the outstanding corporate actions/entitlements to us as abovementioned, we hereby agree to indemnity HKSCC and HKSCC Nominees Limited and hold each of them harmless against all actions, claims, proceedings, damages, costs and expenses (including legal costs) which may be brought against HKSCC and/or HKSCC Nominees Limited or suffered or incurred by HKSCC and/or HKSCC Nominees Limited as a result of any claims or liabilities affecting HKSCC and HKSCC Nominees Limited arising after the transfer. Our obligation hereunder to indemnify HKSCC and HKSCC Nominees Limited in

accordance with this paragraph shall be limited to all aggregate amount not exceeding the aggregate of:-

- 2.1 the market value of the scrip entitlements transferred to us pursuant to paragraph 1 above, calculated as at the time of HKSCC making a claim or claims hereunder in relation to those scrip entitlements;
- all legal costs and interest claims arising therefrom.
- 3. We undertake to reconcile the details of the transfer with our Entitlement Statement generated before 12:00 noon on \_\_\_\_\_\_ [termination + 1 day] and notify HKSCC of any discrepancy in relation to the said transfer before 12:00 noon on \_\_\_\_\_\_ [termination + 1 day]. We acknowledge that HKSCC will not entertain any notification of discrepancy from us after 12:00 noon on \_\_\_\_\_\_ [termination + 1 day] and the transfer will be deemed effected, final and conclusive as of 12:00 noon on \_\_\_\_\_\_ [termination + 1 day].
- 4. We agree that our obligation hereunder shall be a continuous obligation and shall not be terminated or diminished by reason of any change in our corporate existence, structure or ownership.
- 5. This authorization and indemnity shall remain irrevocable and binding on us and shall be construed in accordance with the laws of the Hong Kong SAR.
- 6. In the event that any provision shall be unenforceable, illegal or invalid, such unenforceability, illegality or invalidity shall not affect the enforceability, legality or validity of any other provisions of this letter, which other provisions/shall remain in full force and effect.

Jointly confirmed by Transferor and Transferee,

The share entitlements to be transferred to the Transferee's A/C 02 in CCASS are as follows (Please provide in separate list signed by both the Transferor and Transferee if space provided is not enough):

Entitlement Stock Code / Name	Quantity	Entitlement Stock Code / Name	Quantity

Signed by the Transferor : -

Signed by the Transferee : -

Authorised Signature(s) (with company chop, ONLY applicable if it forms part of your signing instruction)

Authorised Signature(s) (with company chop, ONLY applicable if it forms part of your signing instruction)

Company Name :\_\_\_\_\_

CCASS Participant ID:	
Date:	

Company Name :

CCASS Participant ID:\_\_\_\_\_ Date:\_\_\_\_\_

# Application Form for Transfer of Receivables on Cash Entitlements due to reasons other than merger or incorporation

To: Depository and Nominee Services Hong Kong Securities Clearing Company Limited ("HKSCC") 30/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong Fax no.: 2815 2728

We, the below-named Transferor and Transferee, hereby jointly, severally and irrevocably request and authorize HKSCC to transfer the cash entitlements credited to the bank account of the Transferor registered with HKSCC to the bank account of the Transferee registered with HKSCC.

## **Declared by Transferor**

- We hereby give you irrevocable instructions to transfer all of the outstanding cash entitlements which have accrued to us, and which we are entitled to receive but have not yet been paid on or before termination date, into the bank account of Transferee participant registered with HKSCC upon receipt of those cash entitlements by HKSCC and HKSCC Nominees Limited.
- 2. We acknowledge that, in the event that HKSCC transfers all of the outstanding corporate actions hereby requested in accordance with this form, we shall have no legal rights in or claims in respect of the cash entitlements so transferred against HKSCC.

We further would hold HKSCC, and/or any of its subsidiary associate companies or its holding company HKSCC and its affiliate companies harmless in carrying out these irrevocable instructions against all claims, action and loss provided that such claims, action or loss are not due to the gross negligence or willful misconduct of HKSCC.

We undertake and confirm that relevant client consents to the above-mentioned transfers have been obtained.

### **Declared by Transferee**

- 1. We hereby confirm that you are duly authorized to credit all outstanding cash entitlement accruing to Transferor and to be paid on or after \_\_\_\_\_\_ [termination date] into our bank account registered with HKSCC upon receipt of such cash entitlement by HKSCC and HKSCC Nominees Limited.
- 2. In consideration of HKSCC agreeing to transfer the outstanding corporate actions/entitlements to us as abovementioned, we hereby agree to indemnity HKSCC and HKSCC Nominees Limited and hold each of them harmless against all actions, claims, proceedings, damages, costs and expenses legal costs) which may be brought against HKSCC and/ or HKSCC Nominees Limited or suffered or incurred by HKSCC and/or HKSCC Nominees Limited as a result of any claims or liabilities affecting HKSCC and HKSCC Nominees Limited arising after the transfer. Our obligation hereunder to indemnify HKSCC and HKSCC Nominees Limited in accordance with this paragraph shall be limited to all aggregate amount not exceeding the aggregate of:-
  - 2.1. the amount of the cash entitlements transferred to us pursuant to paragraph 1 above;

- 2.2. all legal costs and interest claims arising therefrom.
- 3. We undertake to reconcile the details of the transfer with our Entitlement Statement generated before 12:00 noon on \_\_\_\_\_\_ [termination + 1 day] and notify HKSCC of any discrepancy in relation to the said transfer before 12:00 noon on \_\_\_\_\_\_ [termination+ 1 day].We acknowledge that HKSCC will not entertain any notification of discrepancy from us after 12:00 noon on \_\_\_\_\_\_ [termination + 1 day] and the transfer will be deemed effected, final and conclusive as of 12:00 noon on \_\_\_\_\_\_ [termination + 1 day].
- 4. We agree that our obligation hereunder shall be a continuous obligation and shall not be terminated or diminished by reason of any change in our corporate existence, structure or ownership.
- 5. This authorization and indemnity shall remain irrevocable and binding on us and shall be construed in accordance with the laws of the Hong Kong SAR.
- 6. In the event that any provision shall be unenforceable, illegal or invalid, such unenforceability, illegality or invalidity shall not affect the enforceability, legality or validity of any other provisions of this letter, which other provisions/shall remain in full force and effect.

Jointly confirmed by Transferor and Transferee,

The cash entitlements to be transferred to the Transferee's bank account registered with HKSCC are as follows (Please provide in separate list signed by both the Transferor and Transferee if space provided is not enough):

Entitlement Stock Code / Name	Amount	Entitlement Stock Code / Name	Amount	
Signed by the Transferor : -		Signed by the Transferee : -		
Authorised Signature(s) (with company chop, ONLY applicable if it forms part of your signing instruction)		Authorised Signature(s) (with company chop, ONLY applicable if it forms part of your signing instruction)		
Company Name :		Company Name :		
CCASS Participant ID: Date:		CCASS Participant ID: Date:		