

Cooperation Agreement

between:

XHK Limited, a company organised under the laws of Hong Kong with its registered office at Unit A, 6/F CNT Tower, 338 Hennessy Road, Wan Chai, Hong Kong, with an email address info@xhk.asia ("XHK"); and

a company organized and existing under the laws of _____,
having its registered address at _____,

with an email address _____ (the "Company").

XHK and the Company are referred to collectively as "Parties" and individually as "Party".

Whereas,

- the Company is authorized in _____ as a financial services firm with licence number _____ . XHK is authorized by the Hong Kong Securities and Futures Commission as a financial services firm and offers reception and transmission services to various clients trading in securities and other financial instruments and products in which it is authorized to provide such services by the Hong Kong Securities and Futures Commission; and
- the Company wishes to arrange for the execution of its client orders with XHK and XHK wishes to execute such client orders.

Now, therefore, in consideration of the foregoing, of the mutual covenants and undertakings hereinafter contained, the Parties hereby agree as follows:

I. Definitions

I.1. In addition to the terms defined in the preamble, the following definitions shall apply in this Agreement:

"Applicable Regulations" shall mean any laws, rules, directives, regulations, guidance notes, opinions and recommendations of the the Hong Kong Securities and Futures Commission and any other relevant regulatory authority having powers over any of the Parties, and all of the applicable European Union laws;

“Business Day” shall mean any day (other than a Saturday or Sunday or public holiday) when banks in Hong Kong are open for normal business;

“Term of Business” shall mean XHK’s Terms of Business as may be amended by XHK from time to time;

“Trading Account” shall mean account _____ and other accounts or sub-accounts opened in the name of the Company with XHK, for the purposes of executing Orders, subject to the operation of the Terms of Business;

“Order” shall mean an order by the Company to trade in a Supported Product via the Trading Account;

“Client” shall mean a client of the Company;

“Client Money” shall mean the money deposited by the Company in the Trading Account to be used for trading and which money, subject to the operation of the Terms of Business, beneficially belongs to the Company’s Clients; and

“Supported Products” shall mean the variety of securities, financial instruments and products offered by XHK (acting in its discretion) to the Company for the benefit of the Clients for trading through the Trading Account.

1.2. In this Agreement, words importing the singular shall import the plural and vice versa; words importing the masculine shall import the feminine and vice versa, and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

1.3. In this Agreement, clause headings are for ease of reference only.

1.4. Any reference in this Agreement to any act or regulation or law shall be that act or regulation or law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

2. Services and Terms of Business

2.1. XHK shall provide to the Company the service of execution and transmission of the Company’s Orders in the Supported Products through the Trading Account (the “Services”).

2.2. The Company confirms that the Terms of Business, as may be amended by XHK from time to time, shall apply to the Services and to the relationship between the Parties arising out of, or in connection with, the transactions described in or implied by this Agreement. The Company hereby expressly

accepts (or confirms its acceptance if accepted earlier in accordance with the terms thereof) the Terms of Business, which shall be legally binding on the Company from the date of this Agreement or from the date of the Company's original acceptance thereof (whichever is earlier) and shall, save as may be expressly modified by this Agreement, continue in full force and effect. In the event of any inconsistency between the provisions of this Agreement and the Terms of Business, this Agreement shall prevail for the purposes of the transactions described by this Agreement only. Capitalised terms used in this Agreement but not otherwise defined herein shall have the meaning ascribed to them in the Terms of Business.

- 2.3. XHK will not provide the Company (or any of its Clients) with any investment advice, market making or any other service in relation to any Orders or otherwise which XHK is not authorised to provide under the Applicable Regulations.
- 2.4. Orders are placed and any related activity is performed and instructions are given by the Company for the benefit of its Clients, but it is understood that XHK will treat the Company as its client. XHK owes no contractual obligations whatsoever to the Clients of the Company.

3. Trading Account

- 3.1. XHK shall open or has already opened the Trading Account in the name of the Company, in order to allow the Company to commence trading in Supported Products. The Trading Account shall be opened or is already opened subject to the operation of the Terms of Business.
- 3.2. The Trading Account shall be activated upon the Company depositing the as a minimum initial deposit or any other amount as determined by XHK in its discretion from time to time and notified to the Company.
- 3.3. If the Trading Account has funds less than the minimum deposit threshold as determined by XHK, XHK shall not accept any Orders from the Trading Account until the Company has topped up the account accordingly.

4. Money

- 4.1. The Client Money legally belongs to the Company and beneficially belongs to the Company's Clients, so XHK shall keep the Client Money segregated from its own money and shall not use its own purposes in the course of its business.
- 4.2. Upon receiving the Client Money from the Company, XHK shall promptly place it in an omnibus segregated bank account(s) with a reputable bank.

- 4.3. XHK may hold the Client Money deposited in the Trading Account together with the money of its other clients in the same bank account (omnibus account).
- 4.4. XHK has the right not to account to the Company for profits or interest earned on the Client Money in the Trading Account (other than profit gained through trading in Supported Products in accordance with the respective Orders).
- 4.5. The Client Money in the Trading Account shall be used only for the purposes of executing Orders and paying related costs and fees.

5. Third Party Payments

XHK shall not accept third party or anonymous payments in the Trading Account and withdrawals from the Trading Account shall only be effected in favour of the Company. XHK shall not effect withdrawals to any other party or an anonymous account.

6. Fees

XHK will automatically charge the Company and apply any relevant transaction, exchange and other order transmission related fees applicable from time to time based on its Terms of Business, or as otherwise advised by XHK to the Company from time to time. Any such fees payable will be deducted from the Trading Account on a daily basis or as otherwise determined by the Company. The fees may be varied by an agreement in writing between the Parties.

7. Commencement and Duration

This Agreement becomes effective as of the Commencement Date and shall continue to be in force until terminated according to the provision of the Agreement.

8. Amendment

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

9. Termination

9.1. This Agreement may be terminated in any of the following ways:

- (i) by either Party by giving at least thirty (30) calendar days written notice to the other Party;



(ii) in writing by a mutual agreement of both Parties; and

(iii) by either Party by giving notice to the other Party when:

- the other Party commits any breach of this Agreement; and
- the first Party gives notice to the breaching Party to remedy the breach (or to the extent that the breach is not capable of remedy, to give compensation for it); and
- the breaching Party fails to rectify any such breach within three Business Days of receiving notice to such effect; and

(iv) immediately by either Party by giving notice to the other Party if an Event of Default has occurred under the Terms of Business with respect to the Trading Account.

9.2. Termination by any Party shall not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under this Agreement or any transactions made hereunder.

10. Communications

10.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to one Party by the other Party under this Agreement shall be in writing and shall be sent to the Parties' addresses or email address specified on the first page of this Agreement (or to any other address which the Parties may from time to time specify to the other for this purpose) by email, airmail or commercial courier service, as applicable. Such notice shall be deemed to have been given on delivery at the relevant address or, if sent by first-class pre-paid post, two Business Days after the date of posting, or if sent by email immediately.

10.2. The language of each communication, request or notice in connection with this Agreement shall be English.

10.3. Each Party has an obligation to notify the other Party immediately of any change in its contact details.

11. Representations and Warranties, Undertakings

11.1. Each Party represents and warrants to the other Party as follows:

- it is a limited liability company incorporated under the laws of the jurisdiction in which it is incorporated and has been in continuous existence since its incorporation;
- it has the right, power and authority, and has taken all action necessary, to execute, deliver and

exercise its rights, and perform its obligations, under each of this Agreement and the Terms of Business;

- its obligations under this Agreement and the Terms of Business are legal, valid and binding on it and enforceable against it in accordance with their terms;
- the entry into and performance of this Agreement and the Terms of Business by it does not, and will not, violate in any respect (a) any Applicable Regulations or any authorisation by any government body having jurisdiction over it; or (b) any agreement, contract or other undertaking to which it is a party or which is binding upon it; and
- all government and corporate authorisations which are required to be obtained by it from any person (including the Hong Kong Securities and Futures Commission, as applicable) in connection with the execution, validity, performance or enforceability of this Agreement and the Terms of Business have been obtained and are valid and subsisting at the date of this Agreement.

11.2. Each Party shall comply with Applicable Regulations and shall inform the other Party if its regulatory status changes at any time.

11.3. Each of the Parties agrees from time to time to perform at its own costs (or procure the performance of) all further acts and things and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by applicable law or as may be necessary or reasonably required by, and in a form satisfactory to, the other Parties to implement and give effect to this Agreement and the transactions contemplated herein for the purpose of vesting in and securing to such Parties the full benefit of this Agreement (including the execution of all deeds and documents, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them).

11.4. The Company shall promptly inform XHK of any complaints of any of its Clients with respect to the Services.

12. Governing Law and Jurisdiction

12.1. This Agreement and any non-contractual obligations arising out of or in relation to it shall be governed by and construed in accordance with the laws of Hong Kong.

12.2. The Parties irrevocably agree that the Hong Kong courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that may arise between the Parties in respect of this Agreement (including its construction, validity or performance) or as to the rights and liabilities of any Party hereunder and each Party hereby agrees that in the event of any action in respect

of this Agreement being begun the process by which it is begun may be served on it in accordance with the provision of the notices clause of this Agreement.

13. Assignment

13.1. Neither Party may, without the prior written consent of the other Party, assign or transfer to any other party any of the rights and/or obligations under this Agreement.

14. Counterparts

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same document. Delivery of an executed signature page of a counterpart in Adobe™ Portable Document Format (PDF) sent by electronic mail shall take effect as delivery of an executed counterpart of this Agreement. Any party may enter into this Agreement by signing any such counterpart. The signatories shall deliver to each other an original counterpart of this Agreement.

In witness whereof the Parties, acting through their duly authorized representatives, have caused this Agreement to be executed and delivered in their respective names on the date first set out above.

XHK Limited

Full Name

Full Name

Capacity

Account ID

Signature _____

Signature _____

Date . . .

Date . . .

Place

Place