



FRANKLIN TEMPLETON INVESTMENTS

HONG KONG

DEALER ELECTRONIC SERVICE AGREEMENT

Instructions

- This package consists of the agreement (two copies) and your Registration Details.
- Please verify that your Registration Details are correct and forward a signed copy of the Registration Details, along with your signed copies of the agreement to the following address:

Franklin Templeton Investments (Asia) Limited
17/F Chater House
8 Connaught Road, Central
Hong Kong

- Your User ID will be activated as per the details provided in the Registration Details. You will be notified via mail upon activation of your User ID.



**FRANKLIN TEMPLETON
INVESTMENTS**

Dealer Electronic Services Agreement

Dated the day of

Between

Franklin Templeton Investments (Asia) Limited

And

.....

Purpose of Agreement

The Dealer Electronic Services Agreement (the “Agreement”) is designed to help intermediaries (“Intermediaries”) to conduct business with Franklin Templeton Investments (Asia) Limited (“FTIA”) and to use information, products and services available through the Hong Kong Web Site of the Franklin Templeton Investments corporate group of companies (the “Site”). Only Intermediaries who agree to the terms of this Agreement (referred to as “You”) will be able to conduct business with FTIA using the Site. Nothing in this Agreement should be construed as a solicitation or recommendation to buy or sell any products, including advice involving suitability of any investment strategies of Franklin Resources, Inc. and/or its associated subsidiaries and affiliates that are within the Franklin Templeton Investments corporate group of companies (“FTI Products”). You agree that You are solely responsible for determining the nature, potential value and suitability for Your clients (“Clients”) of any particular security, transaction or investment strategy. You acknowledge Your duty to monitor Your Clients' accounts and to make decisions to invest in FTI Products accordingly. Reliance on content or information obtained from or through the Site is at Your sole risk.

This Agreement is intended to supplement and not to replace Your agreement with FTIA (the “Distribution Agreement”) relating to the distribution of units/shares in FTI Products, as amended, supplemented and/or otherwise modified from time to time which shall continue in full force and effect. In the case of a conflict between Your Distribution Agreement and this Agreement, the provisions of this Agreement shall prevail.

Services provided

FTIA may make available services that allow You to look up details of the units/shares in FTI Products held by clients who have appointed You as their intermediary or dealer of record with respect to FTI Products (“Client(s)”) within designated accounts which Clients, or which You on behalf of Your Clients, open and maintain with FTIA. By looking up Clients’ details in this way, You represent to FTIA that You are authorized to use the Site to do so. FTIA may, at any time and

for any reason, remove particular products from the list of FTI Products and may vary or remove the services that we make available to You under this Agreement.

Your responsibilities

In accepting the terms of this Agreement, You agree that You assume certain responsibilities:

1. You will maintain a written list of the “Authorized Persons” who are authorized by You to access or use the Site under this Agreement, and will make this list available to FTIA on request. You will not provide information concerning client accounts (“Client Account Information”) to any person other than an Authorized Person and shall ensure and monitor that these Authorized Persons comply with this Agreement and other applicable regulations.
2. In the event that trade confirmations and/or account statements solely in electronic form through the services contemplated by this Agreement are available and You elect to receive them, You are under an obligation to review each trade confirmation and/or account statement for accuracy and completeness and notify FTIA within three business days of the relevant trade confirmation or account statement becoming available for viewing through these services of any items You believe to be inaccurate. Failure to submit Your objection in time will constitute deemed approval of the confirmation or statement.
3. You will take appropriate steps to maintain, and ensure that Your Authorized Persons maintain, the confidentiality of all User names and Passwords, as well as any security codes assigned to You by FTIA for purposes of allowing You to modify User names and Passwords.
4. You will be solely responsible for the use of any information, services using Your User names and Passwords or those of Your Authorized Persons. Any instructions communicated to FTIA through these means will be deemed to have been sent and authorized by You and shall be deemed to have been made at the time and in the form received by FTIA except otherwise affected by FTIA’s systems or otherwise under circumstances controlled by FTIA.
5. Neither You nor any Authorized Persons will impersonate any other person or entity by posting communications using a false or misleading user name or otherwise attempting to participate in an anonymous manner. You agree that we do not have a duty to question information or instruction You give to us under this Agreement, and that we are entitled to treat as authorized, and act upon, any such information or instructions You submit to us.
6. You may also be able to access Client Account Information. However, You are not authorized to access Client Account Information for:
 - (i) any Clients other than the Clients that You are responsible for servicing;
 - (ii) any Clients who have terminated their relationship with You; or
 - (iii) any Clients who have informed You or FTIA that they no longer wish You to access their Client Account Information, and any attempt to do so may result in criminal or civil prosecution. You also agree not to use Your Client Account Information for any unauthorized purpose.
7. You will notify FTIA immediately if You or any Authorized Persons:
 - (i) become aware of any loss or theft of User names, Passwords or any other security codes;
 - (ii) become aware of any unauthorized use of User names, Passwords or any other security codes, or of the Site.

Confidentiality

You undertake and acknowledge that all information received from FTIA in whatever form be kept strictly confidential and shall not be disclosed to third parties without the prior written permission of FTIA. The information received hereunder shall not be used for any purpose other than the above-mentioned purpose without the prior written permission of FTIA. Subject to the foregoing, you shall restrict access to information received from FTIA to only those of your employees to whom such access is necessary for carrying out the purpose and advise such employees of the obligations assumed herein.

You shall in no event use a lower degree of care in safeguarding FTIA's information than you use for your own information of like sensitivity and importance and upon discovery of any unauthorized disclosure of information in your possession, you shall use your best endeavours to prevent any further disclosure or unauthorized use thereof.

All materials embodying information or relevant or related thereto whether or not supplied by FTIA, including, without limitation, rejected drawings, scrap paper, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon written request of FTIA. You shall adhere to all the policies, laws and regulations with respect to the information or products received from the FTIA.

Security of the Internet

The ability to conduct certain business by computer under this Agreement will allow You to communicate electronically with FTIA by e-mail, other network communications facilities, telephone or any other electronic means. You agree to the following conditions regarding Your use of electronic communications:

- You understand that You may not use e-mail to transmit instructions in relation to FTI Products to FTIA and that FTIA will not act on instructions transmitted to it via e-mail.
- You acknowledge that FTIA may review and store any electronic communication which You submit to FTIA and FTIA may disclose the content of such communication to Franklin Resources, Inc. and/or its associated subsidiaries and affiliates that are the Franklin Templeton Investments corporate group of companies, or to any other third party should it be legally required to do so. FTIA will not be liable for any costs or damages or other liabilities as a result of releasing such information.
- You will not submit any electronic communication which is defamatory, obscene, abusive, threatening or encourages any client of Franklin Resources, Inc. and/or its associated subsidiaries and affiliates that are the Franklin Templeton Investments corporate group of companies to become affiliated or do business with a competitor of FTIA.
- You will not state or imply that Your electronic communications have been approved or endorsed by FTIA without the prior consent of FTIA.
- You agree that FTIA will not be responsible for the security of information transmitted via the internet.

FTIA and other third party Information

Certain information including last sale transaction data and other financial market data, third-party research and analysts' reports, opinions, price charts, news reports, and other information relating to FTI Products or other products and securities in the market, may be made available as part of the Site or through a link from the Site. Such information is provided "as is" and on an "as available" basis. This information has been obtained through sources believed reliable.

However, FTIA will not be responsible for the accuracy or completeness of the information contained on the Site, or for the consequences of any reliance on such information.

Indemnification

You agree to defend, indemnify and hold FTIA and its holding companies and associated subsidiaries and affiliates (collectively, the "Indemnitees") harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from:

- (i) claims made against the Indemnitees by any Client arising from Your delay, omission or failure in reporting any errors in confirmations or account statements provided to You by FTIA under this Agreement;
- (ii) Your violation of this Agreement, applicable laws or regulations, or any third-party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and breach or invasion of any privacy rights; and/or
- (iii) claims made by any Client as a result of Your failure, or the failure of any Authorized Person to fulfil Your responsibilities under this Agreement as listed above. This obligation will survive the termination of this Agreement.

In addition to FTIA's rights as a party to this Agreement, the Indemnitees may enforce or enjoy the benefit of any of the terms of under this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Consent of the Indemnitees (other than FTIA) is not required for any variation, rescission or termination of this Agreement. Except as provided otherwise in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provision of this Agreement.

Limitation of liability

Except in cases of wilful misconduct or gross negligence by FTIA, FTIA will not be liable to You:

- for any consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses and other damages) that result from inconvenience, delay or loss of the use of the electronic services provided under this Agreement;
- for any failure of electronic or mechanical equipment or communication lines, telephone or other internet problems, viruses, errors, configuration problems or incompatibility of computer hardware or software failure or unavailability of internet access, internet service providers or other equipment or services relating to Your computer, intermediate computer or communications networks or facilities, data transmission facilities or Your telephone or telephone service, or unauthorized access, theft, operator errors, severe weather, natural disasters or employment disputes;
- for any damage to Your computer, software, modem, telephone or other property resulting from Your use of the electronic services provided to You under this Agreement; and
- for any losses (including lost profits, trading losses or other damages) relating to services or information provided to You under this Agreement including information which is inaccurate, incomplete, late, defective or unavailable.

In no event will FTIA be liable to You for any loss or damages caused by riot, war or natural events or due to other occurrences outside the control of FTIA or for which FTIA is not responsible (e.g. strike, lock-out, administrative acts of domestic or foreign authorities).

Your Representations

You undertake to use the Site in a manner consistent with all applicable laws and regulations. You acknowledge that, in providing You with the services contemplated by this Agreement, FTIA has relied upon Your consent to be bound by the terms of this Agreement and Your Distribution Agreement. You further acknowledge that You have read, understood and agreed to be bound by the terms of the current prospectus and application form (as amended from time to time) relating to the FTI Products and any other agreement with FTIA that applies to Your account, all as currently in effect and amended from time to time. You represent, and shall be deemed to repeat each time you use the electronic services provided to You under this Agreement, that

- (i) You are duly organized and validly existing under the laws of the jurisdiction in which You were formed or incorporated;
- (ii) You have full power and authority to enter into and perform Your obligations under this Agreement; and
- (iii) this Agreement has been duly authorized, executed, and delivered on Your behalf by persons empowered to do so.

Trade Mark protection

FTIA, for its own account and the account of affiliates, reserves all rights to the trademarks, trade names, copyrights, patents or other forms of industrial property or similar rights which belong to it. You shall be entitled to distribute to Your Clients in Hong Kong the approved marketing materials, literature and publications produced and supplied to You by FTIA, provided that:

- (i) You shall not alter, amend or qualify those materials in any way; and
- (ii) You shall comply with all applicable laws and regulations in the course of distributing those materials to Your Clients. All sales documentation, promotional, marketing, advertising or other written or printed material or performance information or data which includes one or more of the any of the trademarks (including the names FRANKLIN, FRANKLIN and Design, TEMPLETON, FRANKLIN TEMPLETON, the Ben Franklin Portrait Design and/or FRANKLIN TEMPLETON and Design), copyrights or other forms of industrial property or similar rights which belong to FTIA and/or its affiliates or associated companies (the "Marks"), which is prepared, instructed, controlled and/or issued by You or on Your behalf, or with Your permission, shall require the written approval of FTIA or its designee(s) prior to distribution. Such written or printed material may be distributed only to clients in Hong Kong and shall bear the following legend: "FRANKLIN TEMPLETON and the Ben Franklin Portrait Logo are trademarks of Franklin Templeton Investments."
- (iii) You shall co-operate with FTIA in any prosecution or defence of the Marks that, in the judgement of FTIA, may be necessary or desirable. However, FTIA has no obligation to take any action whatsoever in the event that a claim of infringement arises with respect to any of the Marks. FTIA, for its own account and the account of its related companies, reserves all rights to the Marks.
- (iv) You acknowledge and agree that You do not have and will not assert any proprietary rights whatsoever in the Marks. FTIA shall be responsible for the recordation of this Agreement with any government authority, if necessary or desirable, and any related expenses. You shall sign any document deemed necessary to obtain the recordation, and shall assist FTIA as necessary.

Termination

This Agreement shall automatically be terminated, without any need for one party to deliver a termination notice to the other party, and without limitation to FTIA's other rights, if the Distribution Agreement is terminated.

This Agreement can be terminated by FTIA by serving written notice to You if You fail to comply with the terms of this Agreement. In that case, this Agreement will cease to be effective on the day when the relevant event of default occurs.

On termination of this Agreement, Your access to the Site and/or deal in any FTI Products or service offered through the Site will be denied and you will promptly return to FTIA all materials associated with FTIA.

Changes to this Agreement

Any amendments of this Agreement will be notified to You. They shall be deemed to have been approved unless You object in writing within 14 days from the notification of the amendments.

Assignment

You shall not sub-contract or transfer any of Your rights or obligations under this Agreement without the prior written consent of the FTIA.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The courts of Hong Kong shall have non-exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement.

Miscellaneous

Should any provision in this Agreement become wholly or partially ineffective, this shall not affect the validity of the remaining provisions of this Agreement. In place of the ineffective provision an appropriate regulation shall apply which – as far as it is legally possible – most closely reflects the intention of the parties concluding this Agreement.

EXECUTED by the parties on the day and year first hereinabove mentioned.

For and on behalf of

Franklin Templeton Investments (Asia) Limited

Authorised Signature(s) with Company Chop:

Name:

Title:

For and on behalf of

[Name of intermediary]

Authorised Signature(s) with Company Chop:

Name:

Title:



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INVESTMENTS**

Dealer Electronic Services Agreement

Dated the day of

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Franklin Templeton Investments (Asia) Limited

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2. In the event that trade confirmations and/or account statements solely in electronic form through the services contemplated by this Agreement are available and You elect to receive them, You are under an obligation to review each trade confirmation and/or account statement for accuracy and completeness and notify FTIA within three business days of the relevant trade confirmation or account statement becoming available for viewing through these services of any items You believe to be inaccurate. Failure to submit Your objection in time will constitute deemed approval of the confirmation or statement.
3. You will take appropriate steps to maintain, and ensure that Your Authorized Persons maintain, the confidentiality of all User names and Passwords, as well as any security codes assigned to You by FTIA for purposes of allowing You to modify User names and Passwords.
4. You will be solely responsible for the use of any information, services using Your User names and Passwords or those of Your Authorized Persons. Any instructions communicated to FTIA through these means will be deemed to have been sent and authorized by You and shall be deemed to have been made at the time and in the form received by FTIA except otherwise affected by FTIA’s systems or otherwise under circumstances controlled by FTIA.
5. Neither You nor any Authorized Persons will impersonate any other person or entity by posting communications using a false or misleading user name or otherwise attempting to participate in an anonymous manner. You agree that we do not have a duty to question information or instruction You give to us under this Agreement, and that we are entitled to treat as authorized, and act upon, any such information or instructions You submit to us.
6. You may also be able to access Client Account Information. However, You are not authorized to access Client Account Information for:
 - (i) any Clients other than the Clients that You are responsible for servicing;
 - (ii) any Clients who have terminated their relationship with You; or
 - (iii) any Clients who have informed You or FTIA that they no longer wish You to access their Client Account Information, and any attempt to do so may result in criminal or civil prosecution. You also agree not to use Your Client Account Information for any unauthorized purpose.
7. You will notify FTIA immediately if You or any Authorized Persons:
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 - (ii) become aware of any unauthorized use of User names, Passwords or any other security codes, or of the Site.

Confidentiality

You undertake and acknowledge that all information received from FTIA in whatever form be kept strictly confidential and shall not be disclosed to third parties without the prior written permission of FTIA. The information received hereunder shall not be used for any purpose other than the above-mentioned purpose without the prior written permission of FTIA. Subject to the foregoing, you shall restrict access to information received from FTIA to only those of your employees to whom such access is necessary for carrying out the purpose and advise such employees of the obligations assumed herein.

You shall in no event use a lower degree of care in safeguarding FTIA's information than you use for your own information of like sensitivity and importance and upon discovery of any unauthorized disclosure of information in your possession, you shall use your best endeavours to prevent any further disclosure or unauthorized use thereof.

All materials embodying information or relevant or related thereto whether or not supplied by FTIA, including, without limitation, rejected drawings, scrap paper, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon written request of FTIA. You shall adhere to all the policies, laws and regulations with respect to the information or products received from the FTIA.

Security of the Internet

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- You understand that You may not use e-mail to transmit instructions in relation to FTI Products to FTIA and that FTIA will not act on instructions transmitted to it via e-mail.
- You acknowledge that FTIA may review and store any electronic communication which You submit to FTIA and FTIA may disclose the content of such communication to Franklin Resources, Inc. and/or its associated subsidiaries and affiliates that are the Franklin Templeton Investments corporate group of companies, or to any other third party should it be legally required to do so. FTIA will not be liable for any costs or damages or other liabilities as a result of releasing such information.
- You will not submit any electronic communication which is defamatory, obscene, abusive, threatening or encourages any client of Franklin Resources, Inc. and/or its associated subsidiaries and affiliates that are the Franklin Templeton Investments corporate group of companies to become affiliated or do business with a competitor of FTIA.
- You will not state or imply that Your electronic communications have been approved or endorsed by FTIA without the prior consent of FTIA.
- You agree that FTIA will not be responsible for the security of information transmitted via the internet.

FTIA and other third party Information

Certain information including last sale transaction data and other financial market data, third-party research and analysts' reports, opinions, price charts, news reports, and other information relating to FTI Products or other products and securities in the market, may be made available as part of the Site or through a link from the Site. Such information is provided "as is" and on an "as available" basis. This information has been obtained through sources believed reliable.

However, FTIA will not be responsible for the accuracy or completeness of the information contained on the Site, or for the consequences of any reliance on such information.

Indemnification

You agree to defend, indemnify and hold FTIA and its holding companies and associated subsidiaries and affiliates (collectively, the "Indemnitees") harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from:

- (i) claims made against the Indemnitees by any Client arising from Your delay, omission or failure in reporting any errors in confirmations or account statements provided to You by FTIA under this Agreement;
- (ii) Your violation of this Agreement, applicable laws or regulations, or any third-party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and breach or invasion of any privacy rights; and/or
- (iii) claims made by any Client as a result of Your failure, or the failure of any Authorized Person to fulfil Your responsibilities under this Agreement as listed above. This obligation will survive the termination of this Agreement.

In addition to FTIA's rights as a party to this Agreement, the Indemnitees may enforce or enjoy the benefit of any of the terms of under this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Consent of the Indemnitees (other than FTIA) is not required for any variation, rescission or termination of this Agreement. Except as provided otherwise in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provision of this Agreement.

Limitation of liability

Except in cases of wilful misconduct or gross negligence by FTIA, FTIA will not be liable to You:

- for any consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses and other damages) that result from inconvenience, delay or loss of the use of the electronic services provided under this Agreement;
- for any failure of electronic or mechanical equipment or communication lines, telephone or other internet problems, viruses, errors, configuration problems or incompatibility of computer hardware or software failure or unavailability of internet access, internet service providers or other equipment or services relating to Your computer, intermediate computer or communications networks or facilities, data transmission facilities or Your telephone or telephone service, or unauthorized access, theft, operator errors, severe weather, natural disasters or employment disputes;
- for any damage to Your computer, software, modem, telephone or other property resulting from Your use of the electronic services provided to You under this Agreement; and
- for any losses (including lost profits, trading losses or other damages) relating to services or information provided to You under this Agreement including information which is inaccurate, incomplete, late, defective or unavailable.

In no event will FTIA be liable to You for any loss or damages caused by riot, war or natural events or due to other occurrences outside the control of FTIA or for which FTIA is not responsible (e.g. strike, lock-out, administrative acts of domestic or foreign authorities).

Your Representations

You undertake to use the Site in a manner consistent with all applicable laws and regulations. You acknowledge that, in providing You with the services contemplated by this Agreement, FTIA has relied upon Your consent to be bound by the terms of this Agreement and Your Distribution Agreement. You further acknowledge that You have read, understood and agreed to be bound by the terms of the current prospectus and application form (as amended from time to time) relating to the FTI Products and any other agreement with FTIA that applies to Your account, all as currently in effect and amended from time to time. You represent, and shall be deemed to repeat each time you use the electronic services provided to You under this Agreement, that

- (i) You are duly organized and validly existing under the laws of the jurisdiction in which You were formed or incorporated;
- (ii) You have full power and authority to enter into and perform Your obligations under this Agreement; and
- (iii) this Agreement has been duly authorized, executed, and delivered on Your behalf by persons empowered to do so.

Trade Mark protection

FTIA, for its own account and the account of affiliates, reserves all rights to the trademarks, trade names, copyrights, patents or other forms of industrial property or similar rights which belong to it. You shall be entitled to distribute to Your Clients in Hong Kong the approved marketing materials, literature and publications produced and supplied to You by FTIA, provided that:

- (i) You shall not alter, amend or qualify those materials in any way; and
- (ii) You shall comply with all applicable laws and regulations in the course of distributing those materials to Your Clients. All sales documentation, promotional, marketing, advertising or other written or printed material or performance information or data which includes one or more of the any of the trademarks (including the names FRANKLIN, FRANKLIN and Design, TEMPLETON, FRANKLIN TEMPLETON, the Ben Franklin Portrait Design and/or FRANKLIN TEMPLETON and Design), copyrights or other forms of industrial property or similar rights which belong to FTIA and/or its affiliates or associated companies (the "Marks"), which is prepared, instructed, controlled and/or issued by You or on Your behalf, or with Your permission, shall require the written approval of FTIA or its designee(s) prior to distribution. Such written or printed material may be distributed only to clients in Hong Kong and shall bear the following legend: "FRANKLIN TEMPLETON and the Ben Franklin Portrait Logo are trademarks of Franklin Templeton Investments."
- (iii) You shall co-operate with FTIA in any prosecution or defence of the Marks that, in the judgement of FTIA, may be necessary or desirable. However, FTIA has no obligation to take any action whatsoever in the event that a claim of infringement arises with respect to any of the Marks. FTIA, for its own account and the account of its related companies, reserves all rights to the Marks.
- (iv) You acknowledge and agree that You do not have and will not assert any proprietary rights whatsoever in the Marks. FTIA shall be responsible for the recordation of this Agreement with any government authority, if necessary or desirable, and any related expenses. You shall sign any document deemed necessary to obtain the recordation, and shall assist FTIA as necessary.

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Miscellaneous

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EXECUTED by the parties on the day and year first hereinabove mentioned.

For and on behalf of

Franklin Templeton Investments (Asia) Limited

Authorised Signature(s) with Company Chop:

Name:

Title:

For and on behalf of

[Name of intermediary]

Authorised Signature(s) with Company Chop:

Name:

Title:



**FRANKLIN TEMPLETON
INVESTMENTS**

FRANKLIN TEMPLETON INVESTMENTS eBUSINESS

Registration Details for Administrator

Broker Number:

Broker Name:

Job Title:

Name

First Name:

Middle Name:

Last Name:

Company Address

Line 1:

Line 2:

City:

Line 1:

Line 2:

County/State:

Country:

Postal Code:

Franklin Templeton Servicing Office:

Telephone:

E-mail Address:

Authorised Signature(s) with Company Chop:

.....

Name:

Date:

Title:

Place: