

## **PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT is made on \_\_\_\_\_ (date)

### **BETWEEN:**

- (1) **SUN LIFE TRUSTEE COMPANY LIMITED**, whose registered office is at 16th Floor, Cheung Kei Center, Tower A, No. 18 Hung Luen Road, Hunghom, Kowloon, Hong Kong (the "Trustee");
- (2) the **EMPLOYER**, whose registered office is at \_\_\_\_\_

### RECITALS:

- (A) The Trustee is the Trustee of the SUN LIFE RAINBOW MPF SCHEME (the "Scheme"), which was established by a deed dated 31st January 2000 made by the Trustee (as amended from time to time, the "Deed").
- (B) The Employer wishes to join the Scheme in order to establish a retirement benefits scheme (the "Participating Plan") for the benefit of its employees.
- (C) The Participating Plan shall be governed by the Deed and this Participation Agreement.
5. Subject to the provisions of the Deed and this Participation Agreement, the Employer undertakes and agrees to hold the Trustee indemnified against any and all proceeding, costs, charges, liabilities and expenses occasioned by any and all actions, claims, demands or proceedings in connection with the Scheme or the Participating Plan either:
- (a) arising out of the breach by the Employer of the warranty referred to in paragraph 4; or
- (b) as a result of any failure or omission on the part of the Employer to duly and punctually perform or observe any obligations pursuant to the Deed, the Rules and this Participation Agreement or otherwise so far as they relate to the Employer and Employee Members of the Participating Plan (whether they relate to the Employer and such Employee Members alone or together with another Employer and Employee Members of other Participating Plans).

### PROVISIONS

1. Unless otherwise stated, words and expressions used in this Participation Agreement shall have the meanings given to them in the Deed.
2. The Employer hereby establishes a Participating Plan with effect from \_\_\_\_\_, to be governed by the terms of the Deed and this Participation Agreement. The Employer acknowledges that any Application Form completed by the Employer and enrolment form completed by the employees of the Employer in respect of application for participation in the Scheme shall form part of this Participation Agreement and the details provided therein shall apply for the purposes of the Participating Plan.
3. The Employer hereby covenants with the Trustee to comply with and be bound by the provisions of the Deed and this Participation Agreement and all applicable laws and regulations.
4. The Employer warrants that the information from time to time to be provided by the Employer in the Application Form and any other information regarding contributions and as to the age, salary, length of service, benefits, Investment Mandates, Switching Instruction Forms (to the extent where such Investment Mandates and Switching Instruction Forms are sent to the Trustee through the Employer) and otherwise in relation to each Employee Member will be correct in all respects.
6. The Employer undertakes and agrees to pay all fees and expenses which are payable by it under the terms of the Deed and this Participation Agreement.
7. The Employer undertakes and agrees to make Voluntary Contributions in respect of its Employee Members in accordance with the provisions of the Deed and the terms as specified in the Application Form completed by the Employer. All such Voluntary Contributions made by the Employer shall vest in the respective Employee Members in accordance with the vesting scale(s) as set out in the Application Form. If there is any inconsistency between the provisions of the Deed and the terms specified in the Application Form, the terms specified in the Application Form shall prevail to the extent of such inconsistency.
8. This Participation Agreement shall be terminated in accordance with Rule 19.1 of the Deed.
9. This Participation Agreement shall be governed by the laws of Hong Kong.

IN WITNESS whereof this Participation Agreement has been entered into the day and year first above written.

\_\_\_\_\_  
SIGNED BY  
for and on behalf of  
**SUN LIFE TRUSTEE COMPANY LIMITED**

\_\_\_\_\_  
SIGNED BY  
for and on behalf of

## 參與協議

本參與協議於 \_\_\_\_\_ (日期) 由下列雙方訂立：

(1) 永明信託有限公司，其註冊辦事處於香港九龍紅磡紅鸞道 18 號祥祺中心 A 座 16 樓(“受託人”)；

(2) 僱主，其辦事處於 \_\_\_\_\_

敘文：

- (A) 受託人是永明彩虹強積金計劃（“該計劃”）的受託人，該計劃根據受託人於二零零零年一月三十一日所訂立的信託契據（“信託契據”，並不時作出更改）而成立。
- (B) 僱主意欲參與該計劃，以為其僱員的利益成立一個退休利益計劃（“參與計劃”）。
- (C) 參與計劃須受信託契據及本參與協議的規限。
5. 根據信託契據及本參與協議的規定，僱主承諾並同意就該計劃或參與計劃因下列其中任何一種情況而引起的任何及一切訴訟、申索、要求或法律程序所引致的任何及一切程序、費用、收費、責任和開支，對受託人作出補償：
- (a) 因僱主違反本條文第 4 條所提述的保證；或
- (b) 由於僱主的任何不履行或不作為而沒有受妥當和準時地根據信託契據、該等規則和本參與協議等履行或遵守與僱主和參與計劃的僱員成員有關的任何義務（不論其僅與僱主和該等僱員成員有關，或與僱主和該等僱員成員連同其他參與計劃的另一僱主和僱員成員有關）。
6. 僱主承諾並同意支付其在信託契據和本參與協議條款下應付的一切費用和開支。
7. 僱主承諾並同意根據信託契據的條文以及僱主所填寫的申請表格所載明的條款，就其僱員成員作出自願性供款。僱主所作出的一切上述自願性供款須按申請表格所列明的歸屬時間表歸屬於各個僱員成員。如信託契據的條文與申請表格所列載的條款有抵觸之處，則在該相抵觸的範圍內以申請表格所載明的條款為準。
8. 本參與協議須按信託契據的第 19.1 條規則終止。
9. 本參與協議須受香港法例管限。
1. 除非另有列明，否則本參與協議所用的名詞和詞語須具有信託契據規定該等名詞和詞語的涵義。
2. 僱主特此成立一個參與計劃，自 \_\_\_\_\_ 起生效，並受信託契據及本參與計劃的條款所規限。僱主確認，就申請參與該計劃而由僱主填寫的任何申請表格以及由僱主之僱員填寫的登記表格均構成本參與協議的一部份，而該等表格所規定的詳情須就參與計劃而適用。
3. 僱主特此向受託人作出契諾，其將遵從並受信託契據和本參與協議以及一切適用的法律和規例的約束。
4. 僱主保證，僱主將在申請表格中不時提供的資料以及關於每名僱員成員的供款及年齡、薪金、服務年期、利益、投資委託書、轉換指示表格（在該等投資委託書及轉換指示表格通過僱主發送給受託人的情況下）等的任何其他資料在各方面均正確無誤。

條文

本參與協議於以上首頁所述日期訂立，以資證明。

由 ( \_\_\_\_\_ )  
代表  
永明信託有限公司簽署

由 ( \_\_\_\_\_ )  
代表  
( 僱主 ) 簽署

此乃本協議之中文譯本，一切條款及條件均以英文文本為準

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條文

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由 ( \_\_\_\_\_ )  
代表  
永明信託有限公司簽署

由 ( \_\_\_\_\_ )  
代表  
( 僱主 ) 簽署

此乃本協議之中文譯本，一切條款及條件均以英文文本為準