



PhD DU SHI KANG (Simon Du)

Native Chinese and Near-Native English Speaker in China

Certified Attorney

Certified Financing Linguist of TransPerfect Translations

Full-Time Freelancer

Simplified & Traditional Chinese, Cantonese & Mandarin

Accounting/Banking/Business/Contract/Financing/IT/Law/Patent

Over 20 Years' Translation/Proofreading/Editing Experience

Accurate, Prompt, Responsible and Details-Minded

ATA Associate Member (Membership ID: 243772)

1. General

- 1) Name: DU SHI KANG
- 2) Title: PhD
- 3) Gender: Male
- 4) Date of Birth: 20th October, 1966
- 5) Major: English Literature and Translation
- 6) Graduated from Beijing Foreign Study University
- 7) Language Pair: English (all locales) <> Chinese (simplified and traditional, Cantonese & Mandarin)
* Native in Chinese (simplified and traditional, Cantonese & Mandarin), near native in English (all locales)
- 8) Areas of Expertise: accounting, arbitration, banking, business, commerce, contract, economy, financing, insurance, HR, IT, management, law, marketing, patent and others like

2. Academic Records

- 1) 1991-1994: Beijing Foreign Studies University, awarded a PhD's degree in English Translation (Theory & Practice);
- 2) 1988-1991: Beijing Foreign Studies University, awarded a Master's degree in English Translation;
- 3) 1984-1988: Shanghai Foreign Studies University, awarded a Bachelor's degree in English Literature;
- 4) Certified attorney of the Ministry of Justice of the People's Republic of China in 2002;
- 5) Awarded a Linguist Certificate by TransPerfect Translations, Inc. in 2006 for English>Chinese (simplified) translation in financing sector;
- 6) Certified ProZ professional in 2009
- 7) Shortlisted by Bowne Translation Services in the provision of English>Chinese translation in financing sector;
- 8) Active or certified translator/linguist of other big names in translation industry, including Merrill Brink International, Language Works and others more;
- 9) ATA Associate Member (Membership ID: 243772).

3. Careers

- 1) From 2002 on: serve as a full-time freelance translator, proofreader and/or editor, offering professional and affordable service to known foreign translation agencies including Xerox Global Knowledge (Singapore), Bowne Translation Services, TransPerfect Translations, Inc. and other big names in the industry.
- 2) 2000-2002: a full-time translator at Shenzhen office of a known translation agency, mainly responsible for translation/proofreading of commerce, engineering, law, patent, technology and others like. The Agency is famous for its dedication to software localization service for HP (China), SAP (China), IBM, PeopleSoft, Kingdee and other big names, in the translation/localization of CRM, ERP, OLH file, website localization and others like. I'm famous for my good knowledge of CAT tools, Transit, Catalyst, Trados etc, good knowledge and experience of technology, OOPS, J2EE and XML, platform WinNT and UNIX. During the stay there for three years, I accumulated much experience in software translation. I am equipped with all necessary tools for such task, and I'm a veteran in the use of such software.
- 3) 1994-2000: serve as a full-time translator and/or compiler at Shanghai office of a US-based law firm (the firm specializes in patent filing, application, dispute settlement and others more), mainly responsible for legal and patent documentation translation, proofreading and compilation. During the stay there, I was dispatched by the Firm to the United States for on-job training for 6 months, which is really a great opportunity to enhance my English proficiency.
- 4) 1988-1994: serve as a freelance translator at a local translation agency in Shanghai and Beijing when I was there to receive academic education, mainly responsible for translation, editing and proofreading of accounting, arbitration, banking, business, commerce, contract, economy, financing, insurance, IT, law, marketing, patent and others like.

4. Project History

1) Financing & Accounting

- Proposal for a Cooperation between the China Merchants Bank and New York Mellon Bank
- Employee Stock Purchase Plan
- Prospectus of the China Merchant Bank (to be listed on HKEX)
- Code of Conduct of Philips Morris
- Application for National Social Security Fund Overseas Investment Manager

2) Agreement & Contract

- Memorandum of Understandings for Private Placement
- Memorandum of Understandings for Sale and Purchase of Auto Parts

- Manufacturing and Supply Agreement of Auto Parts
- Standard Charter, Civil Mediation and Arbitration Agreement
- Agreement on Transfer of Shares
- Agreement on Transfer of Creditor's Rights of Non-performing Loans
- Standard Terms & Conditions of Business for Permanent Placements

3) Laws & Regulations

- Guidelines for Compliance with SEC in Filings
- Guidelines for Compliance with Sarbanes-Oxley Act
- Decree of the State Food and Drug Administration
- Rules on the Administration of Food Labeling, Identification and Tracking
- Rules & Regulations on the Import & Export Control of the People's Republic of China (Chinese to English)

4) Litigation

- Answer to Petition for Damages and Requests for Trial
- Insolvency and Tax Advices and Comments
- Final Awarding by the China International Trade Arbitration Commission on July 04, 2009 (Chinese to English)
- Consolidated Class Action Complaints
- Request for International Judicial Assistance
- Civil Judgment by the Intermediate People's Court of Shenzhen Municipality (Chinese to English)
- Power of Attorney
- Litigation of a Class Action Filed with a Federal Court in New York

5) Company Governance & Policies

- Articles of Association, Bylaws and Others
- Global Procurement Policy
- Employee Handbook of Philip Morris
- Corporate Governance Inquiries & Procedures at Philip Morris
- Code of Business Conduct at Philip Morris
- Organization Structure and its Generation Method, Functions and Powers

6) IT/Hardware

- English to Chinese translation of Dell™ PowerEdge™ M1000e, an energy efficient solution, a breakthrough in enterprise server architecture, built from the ground up to combat datacenter sprawl and IT complexity
- English to Chinese translation of Dell™ Precision™ M6500, Overview, Tech Spec, System & Support
- English to Chinese translation of Dell 7130cdn Color Printer, the Brochure, Operating & Maintenance Instruction

7) IT/Software

- English to Chinese translation of Firefox 3.6 Tutorial
- English to Chinese translation of BlackBerry App World
- English to Chinese translation of Norton Antivirus 2010, Overview, Manual, Virus Definition and Troubleshooting

8) IT/System

- English to Chinese translation of Microsoft Exchange Server 2007 (Introduction, Built-in Protection, Anywhere Access, Operational Efficiency, The Outlook Experience, Exchange Server 2007 Features at a Glance)
- English to Chinese translation of Mac OS X Server Overview (Simple Administration, File Sharing, Mail Services, Web Hosting, Spotlight Server, Client Management, Networking & VPN, and others more)
- English to Chinese translation of Efficient architectures for 3D HWT Using Dynamic Partial Reconfiguration
- English to Chinese translation of Hardware/Software Support for Adaptive Work-Stealing in On-Chip Multiprocessor

5. Resources

- 1) Hardware: PC (Pentium IV 2.4G, 512M DDR RAM, 80G Hard Disk, 2×2.0 USB ports, 1×1394 port), CanoScan LiDE 20, HP LaserJet, CD burning machine.
- 2) Software: Windows 7 Premium, Mac OS 10.2, Office 2007, Adobe Acrobat 9.0 Professional Extended, FrameMaker 7.0, PageMaker 7.0, Adobe InDesign CS4, CorelDraw 12, Photoshop 8.1 CS, DreamWeaver MX 2004, Authorware 6.5, Fireworks MX 2004, Flash MX 2004, Macromedia Freehand 10, Painter 7, QuarkXpress 4.1, Premiere 6.0, Adobe Illustrator 10, FileMaker pro, ACDSsee 10, AutoCAD 2010, RoboHelp 3.5 (Chinese version), WinRar 3.5, WinZip 9.1 and others necessary for linguistic tasks.
- 3) Internet connection: ADSL (100Mbps)
- 4) FTP: YouSendIt
- 5) CAT tool: SDL Trados 2007, Déjà vu X 7.5, Wordfast 6.0, Transit 3.0, Passolo 5, Catalyst 4.0.

6. Reference

- 1) Ms. Laure Lataste at l.lataste@mc-lehm.com (Tel: +34 91 702 27 97)

7. Other Services

Software/website localization/translation, voiceover, subtitling, recording, transcription, DTP, OLH compilation and translation

8. Contact Details

- 1) Address: Room 202, Block C, Jiang Nan Ming Yuan, Fuqiang Road, Futian, Shenzhen, China 518038
- 2) Tel / Fax: +86 (755) 8356 7840; Mobile: +86 13925224950
- 3) URL: www.proz.com/pro/53896
- 4) Email: du_shikang@vip.163.com
- 5) MSN: du_shikang@vip.163.com
- 6) Skype: dushikang



博士学位证书

英语系 杜世康 人，
一九六六年十月二十日生。在
我校已通过博士学位的课程考
试和论文答辩，成绩合格。根据
《中华人民共和国学位条例》的
规定，授予 哲学博士学位。



北京外国语学院

学位评定
委员会主席

陈乃芳

证书编号 1130453

一九九四年 四月 五日



Translation of the Certificate (for reference only)

The Legal Qualification Certificate of the People's Republic of China

This is to certify that Mr. DU SHI KANG has passed the national legal examination and awarded a legal qualification certificate.

Issued by: the Ministry of Justice of the People's Republic of China

Issued on: September 2002

The Secretary of the Ministry of Justice: Zhang Fu Shen

Number: A 20025100000138

Seal: the Ministry of Justice of the People's Republic of China

CERTIFICATE OF COMPLETION

This is to Certify That

Simon Du

Has Successfully Completed
the TransPerfect Linguist Certification Program
for Translation of English into Simplified Chinese
in the following field(s): Finance (Annual Reports, General)


ELIZABETH ELTING, PRESIDENT & CEO, TRANSPERFECT TRANSLATIONS
DATE 11/01/06


MARK PEELER, VP, TRANSPERFECT TRANSLATIONS
DATE 1/10/06



TRANSPERFECT
LINGUIST CERTIFICATION



Certified PRO network

This document hereby certifies that,

DU SHI KANG

was admitted into the ProZ.com Certified PRO network as a

Translator

working in the language pair

English to Chinese

Date admitted: 28 October 2008

TranslateMedia hereby certifies that Mr. Simon Du has completed a total of 10 jobs, and translated a total of 5208 words for TranslateMedia since 24 April 2007.

Mr. Simon Du is approved by TranslateMedia to translate in the following language pairs and areas:

English -> Chinese [Finance]
English -> Chinese [Legal]
English -> Chinese [Technical]
Chinese -> English [Technical]
Chinese -> English [Finance]
Chinese -> English [Legal]
English -> Chinese (SIMP) [Finance]
English -> Chinese (SIMP) [Legal]
English -> Chinese (SIMP) [Technical]
English -> Chinese (TRAD) [Finance]
English -> Chinese (TRAD) [Legal]
English -> Chinese (TRAD) [Technical]



Signed: Patrick Eve, Managing Director

Date: 24 April 2008

TranslateMedia is a Member of the Association of Translation Companies in the UK offering a BSEN:15038 accredited service.

Associate Member



Association of
Translation
Companies

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EN 15038 European Translation
Service Standard

BUREAU VERITAS
Certification



London, 05/10/2007

To whom it may concern,

Mr Simon Du has undertaken Cantonese and Mandarin translations for Language Connect since February 2006.

Throughout this time he has carried out typesetting services and translated around 50,000 words in various areas of specialisation. We have found Simon Du to be friendly, professional and dedicated in his work.

We have always been pleased with the quality of his work and have found him responsive to requests as well as punctual when meeting deadlines.

We value our working relationship with Simon and would not hesitate to recommend him as a translator.

Kind regards,

Christina Stüttgen
Project Manager



THE AMERICAN TRANSLATORS ASSOCIATION
Founded in 1959

Du Shi Kang

subscribes to the
ATA Code of Professional Conduct and Business Practices
and is herewith granted this
**Certificate of
Associate
Membership**
since
2007

Jiri Stejskal
President

Virginia Perez-Santalla
Secretary

This certificate is valid only in combination with a membership card in good standing in the American Translators Association.

Category	Source Script	Translation
Business	<p>When you turn to PerkinElmer to provide a solution, we do more than put the right product together. We put the right people together. With over two decades in the LIMS industry, we understand that partnership is at the heart of a successful laboratory information management system. That's why our customer care team of product experts works with you to fully understand the unique needs of your lab before your LIMS is configured. And our commitment doesn't end there. We'll ensure your staff is trained and comfortable with your LIMS system before it comes online. And after the installation is complete, you will receive the most comprehensive service and support options in the industry.</p> <p>As part of the PerkinElmer family, LABWORKS ES LIMS is not only one of the world's leading LIMS providers, but it's also backed by one of the largest manufacturers of life science and analytical instrumentation. This combination of a leading instruments company and an award-winning LIMS provider guarantees comprehensive understanding and fulfillment of your laboratory's every need.</p>	<p>客户向珀金埃尔默求助要求提供解决方案时，我们不只是装配合适的产品，还聚集称职的员工。基于 LIMS 行业 20 多年的从业经验，我们深知：合作是决定实验室信息管理系统成败的核心所在。正因为如此，在配置您的 LIMS 前，我们的产品专家客户支持小组会和您合作，全面了解您的独特需求。我们的承诺不止于此：在 LIMS 系统上线前，我们保证培训您的员工，让他们熟悉系统。系统安装完毕后，您将享受到业内最完善的服务和支持。</p> <p>作为珀金埃尔默家族的一员，LABWORKS ES LIMS 不只是全球领先的 LIMS 供应商之一，它还背靠全球最大的生命科学和分析仪器制造商之一。它集全球领先的仪器制造商和获奖的 LIMS 供应商于一身，这种融合保证 LABWORKS ES LIMS 能够全面了解和实现客户的所有需求。</p>
Contract_license agreement	<p>Sun Microsystems Developer Collaboration (the "Service") provides users with the capability to see when their friends are online, send and receive instant messages, share files, receive alerts, and other material and information via the Internet. By registering and using the Service, you acknowledge that other</p>	<p>Sun Microsystems Developer Collaboration (以下简称“服务”) 可让用户通过 Internet 了解朋友何时在线、收发即时消息、共享文件、接收通知以及其他资料和信息。注册并使用本服务即表示您认以下内容：本服务的其他用户可以选择在您登录时收到本服务发出的通知，并</p>

	<p>users of the Service may elect to receive a notification from the Service when you sign on and may send you instant messages and other information via the Service. If you desire to block the notification feature of the Service sent to other users or if you don't want to receive messages from such users, you can enable the "Invisible" feature of the Service. By using the Service, you agree that Sun Microsystems has no responsibility for the assessment, or for resolving any disputes arising from a User's ability to ignore, send messages or otherwise use the Service.</p> <p>All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial rights and restrictions described herein. In addition, you agree that the Software may not be acquired, shipped, transported, exported, or re-exported (1) into (or to a national or resident of) any U.S. embargoed country or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.</p>	<p>可通过本服务向您发送即时消息和其他信息。如果您希望阻断本服务向其他用户发送通知的功能,或者不希望收到此类用户发出的消息,您可以启用本服务的“隐身”功能。使用本服务即表示您同意 Sun Microsystems 不负责评估或解决因用户忽略消息、发送消息或以其它方式使用本服务而引发的任何争议。</p> <p>凡是依据 1995 年 12 月 1 日或之后发出的招标提供给美国政府的软件均必须遵从本文所述的商业权利和限制规定。此外,您还同意不得将本软件销售、运送、运输、出口或转口至 (1) 美国禁运的任何国家/地区(或其国民或居民);或 (2) 美国财政部“特别指定国民”名单或美国商务部“拒绝订购表”上列出的任何人士。使用本软件即表示您声明并保证:您并不位于上述任何国家/地区,也不受上述任何国家/地区所控制,也不是上述任何国家/地区的国民或居民,也不在上述任何名单之列。</p>
Financing	<p>Company X's net profit for 2003 clocked in at EUR 2,197 million, increasing fourfold compared with 2002 and bringing return on equity for the year to 19% (4% in 2002). Net operating profit increased fivefold in the same period, to EUR 2,247 million. Excluding value adjustments to the equity portfolio, net</p>	<p>X 公司 2003 年的净利润达到 21.97 亿欧元,与 2002 年相比增长了四倍,年股本收益率达到 19%,2002 年为 4%)。同期的经营净利润增长了五倍,达到 22.47 亿欧元。扣除证券投资组合的价格调整之后,经营净利润增长了 19%,达到 25.58 亿欧元。</p>

	<p>operating profit increased by 19% to EUR 2,558 million.</p> <p>Net interest income for 2003 was 1% lower at EUR 4,380 million, mainly as a result of a flatter yield curve and a decrease in the average duration of equity. Net commission and results on financial transactions (excluding realized capital gains) suffered from lower markets and less activity than in 2002.</p>	<p>主要受收益曲线变平以及证券平均有效期下降的影响，2003 年的利息净收益下降了 1%，为 43.80 亿欧元。金融交易（不包括已实现的资本收益）的净佣金与业绩受市场与业务的影响比 2002 年的要小。</p>
Bonds	<p>Even in the midst of a US tightening cycle, the benchmark US Treasury 10-Year yield hovered around 4.00%, or 60 bps lower than when the Fed began tightening on June 30. The benchmark German Bund 10-Year yield also dropped 60 bps during the same period. Meanwhile, the Japanese government bonds continued to substantially underperforms other developed bond markets.</p> <p>The fund will maintain an overweight in European bonds, which have outperformed other major markets for several consecutive months, and underweights in Japanese and US bonds.</p>	<p>即使是在美国的紧缩周期，其 10 年期国库券的基准收益仍在 4.00% 左右徘徊。也就是说，与联邦储备委员会 6 月 30 日开始采取紧缩政策相比下降了 60 个基准点。在同一时期，德国的 10 年期债券的基准收益也下降了 60 个基准点。与此同时，和以前一样，日本政府债券的表现明显不及其他发达国家的债券市场。</p> <p>基金将会增持在过去连续几个月中表现好于其他主要市场的欧洲债券，而会减持日本与美国债券。</p>
Investment	<p>These new measures add to other already existing incentives. They range from direct aid such as payment of a grant linked to an investment, to fiscal measures, to labor and training incentives, to R&D and international trade opportunities. Direct aid and R&D are managed on the regional level while EU regulations stipulate the aid level and allow the regional authorities to give more substantial grants in some specific areas to be considered as development zones. Most of the tax and</p>	<p>除了现有的促进投资的其他措施外，政府又推出了新的措施。此类新措施从直接援助（如投资型资助金）到财政措施、促进劳动和培训的措施，到研发和国际贸易机会不等。地方政府负责直接援助和研究开发的管理，欧盟的法规则规定此类援助的层次并允许地方当局向被认定为待开发区域的某些特定地区投放更多的实质性援助。大部分税收和财政事务属联邦政府的管辖范围，劳动措施则由联邦和地方政府共同决定。</p>

	<p>fiscal issues are managed on the federal level. Labor measures are decided upon at the federal and the regional level.</p> <p>Companies hiring research and development staff, the head of an export department or of the quality control department can claim tax relief on profits of □11,990 for each person recruited. This tax relief can even grow to □23,980 if the person recruited is a highly qualified researcher employed in scientific research.</p>	<p>研究开发人员、出口部或品质管理部负责人的雇主可以就每位雇员 11,990 欧元的收入申请所得税减免。对科研领域的高级人才，这个下限还可以提高到 23,980 欧元。</p>
<p>Management</p>	<p>Core values are the handful of guiding principles by which a company navigates. They require no external justification. Disney's core values of imagination and wholesomeness stem from the founder's belief that these should be nurtured for their own sake, not merely to capitalize on a business opportunity. Instead of changing its core values, a great company will change its markets "C seek out different customers' in order to remain true to its core values.</p> <p>Core purpose is an organization's most fundamental reason for being. It should not be confused with the company's current product lines or customer segments. Rather, it reflects people's idealistic motivations for doing the company's work. Disney's core purpose is to make people happy not to build theme parks and cartoons.</p>	<p>核心价值观是引领公司前进的少量指导原则的集合，他们不要求外部论证。迪斯尼基于想象和健康的核心价值观源于公司创始人的信念，即应该是追求自身的发展、而不只是从商业机会中获益。伟大的公司不会改变自己的核心价值观，相反，它试图改变所处的市场——寻找不同的客户——以保持核心价值观一脉相承。</p> <p>核心目标是一个组织存在的最主要原因。不应该将核心目标和公司现有的产品线或客户群体混为一谈，相反，核心目标反映了员工履行工作职责时的理想主义动机。迪斯尼的核心目标是给人们带来欢乐——而不是建造主题公园和卡通人物。</p>
<p>Printer</p>	<p>HP supplies will unleash the full capabilities of your HP Designjet printer, giving you the most extensive color gamut, superior color accuracy, the best print quality and the most</p>	<p>HP 耗材可以完全发挥您的 HP Designjet 打印机的能力，给您带来最宽广的色域、最准确的色彩、最佳的打印质量和最长的打印寿命。</p>

	<p>durable prints.</p> <p>All HP Designjet printers, printing material and ink supplies are exceptionally consistent, roll to roll, cartridge to cartridge. You'll get fantastic results every time without printer jams or ink overload, which means you'll save on both time and materials.</p>	<p>所有的 HP Designjet 打印机、打印材料、墨水、滚筒和墨盒都高度一致。任何时候您都可以获得神奇的打印效果，而不会出现卡纸或墨水过多的情况，为您节省时间和材料。</p>
<p>IP protection (for Taiwan audience)</p>	<p>The protection of ideas, Intellectual Property, has become a virtual religion of international business. Unfortunately, it is also one of the most confusing aspects of trade, both domestic and international. This brochure attempts to make intellectual property at least a little clearer. It describes what patents, trademarks, and copyrights are, and explains some important ways that companies can use them to protect their ideas.</p> <p>First, intellectual property is intangible. Although they can be tremendously important assets, ideas have no physical existence.</p>	<p>保護構思及智慧產權事實上已成為國際企業之信仰。但令人遺憾的是，其亦為國內與國際貿易中最令人感到疑惑的方面之一。本手冊力圖使智慧產權至少稍微明晰。本手冊說明何謂專利、商標與版權，並解釋企業用以保護其構思之若干重要途徑。</p> <p>首先，智慧產權無形。雖然構思是非常重要的資產，但其並非有形存在。</p>
<p>Corporate guideline</p>	<p>Notice concerning associate handbook - This handbook is intended to serve as a practical guide to our various programs, practices, and guidelines. However, since it is only a summary compiled for the convenience of our associates and managers, it is not intended to cover all topics or circumstances. We reserve the right to respond to specific situations in whatever manner we believe best suits the needs of Stanley and the associate involved. Where there are differences between the provisions of this handbook and more specific statements contained in Stanley's files (such as insurance policies), those latter</p>	<p>关于本手册的声明-本手册旨在引导您了解我们的众多项目、活动和指引，十分实用。但它只是为方便和管理人员而编写的一个概要，并不涵盖所有事项。对于具体事件，我们保留选择任何我们认为对公司和相关人员最合适的措施的权利。如果本手册条款与公司的其它明确规定（如保险政策）相冲突，一切以后者为准。</p>

	<p>statements shall govern.</p> <p>Nothing in this handbook is intended to create or constitute a contract of employment between Stanley and any of its present or future associates. You should be aware that your employment at Stanley will be strictly on an at-will basis and as such is terminable by either the Company or you at any time and for any reason (with or without notice). The Stanley Works does not recognize any contract of employment unless it is reduced to writing and signed by a member of Stanley's Corporate Executive Council.</p>	<p>本手册内容与公司和员工（或即将成为员工者）之间的雇佣合同无关。您应当明白您与公司的雇佣关系纯属自愿，公司或您本人可以随时以任何理由中止这一关系（无论事先通知与否）。除斯坦利集团执委会成员书写并签署之外，公司不承认其它一切雇佣合同。</p>
<p>Law suit (for Taiwan audience)</p>	<p>Plaintiff in Execution, AA Corporation ("AA") sues Defendant in Execution BB Co., Ltd. ("BB"), Additional Defendants CC Co., Ltd. ("CC") and DD Co., Ltd. ("DD"), and nominal defendants EE, Inc. ("EE") and FF Inc. ("FF") and states:</p> <p>1. This is an action for supplementary proceedings pursuant to Federal Rule of Civil Procedure 69 as it incorporates Section 56.29, Florida Statutes, to enforce a judgment in favor of Avery against AA.</p>	<p>出庭原告 AA (以下簡稱「AA」) 控告出庭被告 BB (以下簡稱「BB」)、附帶被告 CC (以下簡稱「CC」) 及 DD (以下簡稱「DD」) 及名義被告 EE, Inc. (以下簡稱「EE」) 與 FF, Inc. (以下簡稱「FF」), 控訴內容如下:</p> <p>1. 本訟案係根據美國聯邦民事訴訟法第 69 條、包括佛羅里達州法律第 56.29 款在內所提出之補充訴訟，強制執行 Avery 對 AA 提出的訟案中法庭對四維所做之判決。</p>
<p>Legal</p>	<p>PROVIDING FOR RESOLUTION OF CERTAIN ISSUES PRIOR TO ARBITRATION THROUGH MEDIATION (AFTER)</p> <p>Before initiating arbitration, the parties shall engage in a mediation process as follows:</p>	<p>規定在仲裁前通過調解解決某些問題（后）</p> <p>在啟動仲裁程序前，當事人應參與下述調解程序：</p>

	<p>(1) within 30 days after the dispute has arisen, the parties shall each appoint one authorized company representative to meet on an informal basis and attempt to settle the dispute. Lawyers and other third parties shall not be involved in this process;</p> <p>(2) If this process is not successful, either party may offer to commence formal mediation proceedings before a mediator who shall be appointed by agreement of the parties. The mediation shall take place no later than sixty (60) days after the termination of the informal mediation procedures described in subparagraph (1).</p> <p>(3) The mediations referenced in subparagraphs (1) and (2) shall be strictly confidential, and no statements made in the mediations shall in any way be disclosed or used in any subsequent dispute resolution proceeding. The costs of said mediations shall be shared equally by the parties;</p> <p>(4) If the mediation proceedings are not successful, either party may commence binding arbitration in accordance with the arbitration provisions of Article 11.</p>	<p>(1) 自争议发生之日起三十天内，当事人应各自指定一名获得授权的公司代表进行非正式会晤，努力解决争议。律师和其他第三方不得参与这一过程。</p> <p>(2) 这一过程未能取得成功的，任何一方均可提出启动正式的调解程序，调解人应由各方通过协商指定。调解应在第(1)款所述的非正式调解终止后的六十天内进行。</p> <p>(3) 第(1)款和第(2)款所述的调解应严格保密，调解中做出的任何陈述均不得以任何方式披露或用于后续的纠纷解决程序。上述调解的成本由各方当事人等额分担。</p> <p>(4) 调解程序未能取得成功的，任何一方均可依据第 11 条的仲裁条款启动有约束力的仲裁程序。</p>
Marketing	<p>Scope</p> <p>This document defines the IBM Value Plus Initiative and the terms of the Value Advantage Plus attachment to the IBM PartnerWorld Agreement - International Basic General Terms.</p>	<p>范围</p> <p>本文档规定了 IBM Value Plus Initiative 和 IBM PartnerWorld 协议(IBM PartnerWorld Agreement)附件 Value Advantage Plus 的条款，即国际基本通用条款</p>

	<p>Included are program processes and procedures for compliance, revalidation, additional solutions and termination. This document will refer to Business Partners working as Tier 2 resellers.</p> <p>Audience This Operations Guide for the Value Advantage Plus Initiative is designed to help you, the IBM Value Advantage Plus Business Partner, effectively manage the terms of the Value Advantage Plus Attachment. By accepting the Attachment, you agree to use the processes and procedures contained in this Guide when conducting business activities related to the Attachment. This Guide also includes sample screens.</p> <p>Definitions The definitions found in the IBM Value Advantage Plus attachment apply for those capitalized words that are not defined in this document.</p>	<p>(International Basic General Terms), 包括一致性、重新验证、额外解决方案和终止的程序过程和计划。本文档将业务伙伴称为二级经销商。</p> <p>对象 本 Value Advantage Plus Initiative 业务指南(Operations Guide for the Value Advantage Plus Initiative)旨在帮助您—IBM Value Advantage Plus 业务伙伴(IBM Value Advantage Plus Business Partner)—有效管理 Value Advantage Plus 附件(Value Advantage Plus Attachment)的条款。接受该附件表示您同意在进行与附件有关的商业活动时遵守本指南所述的程序和方法。本指南还包括一些截屏实例。</p> <p>定义 本文档中没有定义、首字母大写的单词适用 IBM Value Advantage Plus 附件的定义。</p>
Contract	<p>A. Whereas Licensor is a pharmaceutical company currently specializing in the development of blood substitute products and exclusively owns complete Know-How (as defined in this Agreement) and Intellectual Property (as defined in this Agreement) for development and manufacturing of the Product (as defined below);</p>	<p>A. 许可人目前专业从事血液替代品的开发工作，并且对“产品”（见下文定义）的开发、生产，拥有完整排他的专业技术及知识产权；</p>

	<p>B. Whereas Licensee is a pharmaceutical company possessing expertise and qualification in the research, development and commercialization of pharmaceutical products as well as marketing pharmaceutical products of other countries as the sales agents in the Territory;</p> <p>C. Whereas both Licensor and Licensee desire to cooperate within the scope of this Agreement to complete the Clinical Trials of the Product in China with the purpose of achieving Marketing Authorization within the Territory (as defined below). Therefore, the Licensor wishes to transfer, and the Licensee wishes to accept the transfer of all “Licensed Know How” according to the terms and conditions of this Agreement for the Clinical Trials, and further development, manufacturing and marketing of the Product within the Territory;</p>	<p>B. 被许可人是一家拥有研究、开发并销售医药产品、以及在地区内销售代理其他国家的医药产品所需的专业技术的制药公司；</p> <p>C. 许可人与被许可人希望在本协议的范围内展开合作，在中国进行并完成产品的“临床试验”，从而获得在地区（见下文定义）内销售产品的销售核准书。为此，许可人希望向被许可人转让，而被许可人也同意根据本协议条款接受全部产品的“许可技术”，用于产品的临床试验、及下一步的开发、生产和地区内的销售；</p>
Index	<p>为反映上海证券市场的金融股走势，同时为投资者提供新的投资标的，上海证券交易所与中证指数有限公司将于 2007 年 12 月 10 日正式发布上证 180 金融股指数，该指数从上证 180 指数中挑选银行、保险、证券和信托等行业的股票组成样本股，基日为 2002 年 6 月 28 日，基点为 1000 点，该指数对个股设置 15% 的权重上限（编制方案附后）。</p>	<p>To reflect the trend of financing stocks at Shanghai Stock Exchange and to provide investors with new instruments, Shanghai Stock Exchange cooperates with China Securities Index Co., Ltd. in the launch of SSE 180 Financial Index, which is scheduled on December 10, 2007. SSE 180 Financial Index is formed on the basis of constituent shares of SSE 180 Index in banking, insurance, security and trust sectors. The base date and base value are set at June 28, 2002 and 1000 respectively. Each constituent of SSE 180 Financial Index is subject to a 15% weight limit (see the attached Methodology).</p>

	<p>附: 上证 180 金融股指数编制方案</p> <p>上证 180 金融股指数从上证 180 指数中挑选银行、保险、证券和信托等行业的股票组成样本股, 以反映上海证券市场的金融股走势, 同时为投资者提供新的投资标的指数。</p> <p>一、指数代码、名称 指数代码: 000018 指数名称: 上证 180 金融股指数 指数简称: 180 金融 指数英文名称: SSE 180 Financial index 指数英文简称: SSE 180 Financial</p> <p>二、指数基期与基点 上证 180 金融股指数以 2002 年 6 月 28 日为基日, 以该日所有股票样本的调整市值为基期, 基点为 1000 点。</p> <p>三、样本选取办法</p> <p>1. 样本空间 以上证 180 指数样本股作为样本空间。</p>	<p>Appendix: Methodology for the Creation of SSE 180 Financial Index</p> <p>SSE 180 Financial Index is formed on the basis of constituent shares of SSE 180 Index in banking, insurance, security and trust sectors, designed to reflect the trend of financing stocks at Shanghai Stock Exchange and to provide investors with new instruments.</p> <p>1. Index Code and Name Code: 000018 Name in Chinese: 上证 180 金融股指数 180 金融 in short Name in English: SSE 180 Financial Index SSE 180 Financial in short</p> <p>2. Base Date and Base Value The base date is set at June 28, 2002, based on the adjusted market cap of all constituents on that specific date, with a base value set at 1000.</p> <p>3. Constituent Selection</p> <p>1) Constituent Size Based on the size of constituent shares of SSE 180 Index.</p>
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	<p>2. 选样方法 从样本空间中选择银行、保险、证券以及信托等行业股票构成样本股。</p> <p>四、指数计算 采用派许加权综合价格指数公式进行计算，公式如下：</p> <p>其中，调整市值 = $\sum(\text{股价} \times \text{调整股本数} \times \text{权重上限因子})$，调整股本数的计算方法同上证 180 指数。权重上限因子介于 0 和 1 之间，以使样本股权重不超过 15%。</p> <p>五、指数修正 同上证 180 指数。</p> <p>六、样本股调整 当上证 180 指数调整样本股，上证 180 金融股指数随之进行相应的调整。若上证 180 指数中样本股公司有特殊事件发生，导致其行业属性发生变化，上证 180 金融股指数样本股进行相应的调整。</p>	<p>2) Selection Method Constituents from banking, insurance, security and trust sectors at Shanghai Stock Exchange.</p> <p>4. Index Calculation Based on Paasche weighted composite price index formula, as listed below.</p> <p>Wherein, the adjusted market cap is the sum of (price \times number of adjusted shares \times weight limit). The number of adjusted shares is calculated in the same way as SSE 180 Index. The weight limit, between 0 and 1, is designed to set a 15% limit on the weight of constituent shares.</p> <p>5. Index Amendment Same as SSE 180 Index.</p> <p>6. Constituent Adjustment Constituent adjustment occurs to SSE 180 Financial Index when SSE 180 Index is adjusted in constituents. The occurrence of any special events in the constituent share of SSE 180 Index leading to a change in industry classification causes an adjustment in the constituents of SSE 180 Financial Index.</p>
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	<p>七、权重上限因子调整</p> <p>权重上限因子每年随样本股定期调整而调整两次，调整时间为每年 1 月和 7 月的第一个交易日，以调整前最后一个交易日收盘的调整市值来计算调整时的权重上限因子。</p> <p>当出现样本股临时调整时，以调整前最后一个交易日收盘的调整市值来计算调整时的权重上限因子；当样本股股本结构出现显著变化或者其它原因导致其权重发生突变时，将决定是否对权重上限因子进行临时调整。</p>	<p>7. Adjustment in Weight Limit</p> <p>The limit changes for two times following the yearly adjustment in constituents, on the first trading day of each January and July. The adjusted weight limit is calculated on the basis of the closing adjusted market cap on the last trading day before the adjustment.</p> <p>In case of a temporary adjustment in constituents, the adjusted weight limit is calculated on the basis of the closing adjusted market cap on the last trading day before the adjustment. A temporary adjustment in the limit depends on the significant change in constituent share structure or any other reasons leading to a sudden and unexpected change in the weight.</p>
Security Deed	<p>10. EFFECTIVENESS OF COLLATERAL</p> <p>10.1 The collateral constituted by this Deed and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Investor may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Investor over the whole or any part of the Charged Portfolio shall merge into the collateral hereby constituted.</p> <p>10.2 This Deed shall remain in full force and effect as a</p>	<p>10. 担保的效力</p> <p>10.1 由本契约构成的担保和担保权利是可累积的，独立于投资方对于担保义务持有的其他担保或由法律授予的任何权利、权力和救济。投资方先前对于全部或部分担保资财享有的担保权益均不得与由本契约构成的担保合并。</p> <p>10.2 除非担保方解除本契约，且直到担保方解除本契</p>

<p>continuing arrangement unless and until the Chargor discharges it and shall not cease by reason of any intermediate payment or satisfaction of all or any of the Secured Obligations or for any other reason. However, if the obligations of the Chargor under this Deed cease to be continuing for any reason, the liability of the Chargor at the date of such cessation shall remain, to the extent permitted by law regardless of any subsequent increase or reduction in the Secured Obligations.</p> <p>10.3 No failure to exercise, or delay in exercising, any Collateral Right shall operate as a waiver thereof, nor shall any single or partial exercise of a Collateral Right preclude any further or other exercise of that or any other Collateral Right. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law. Any waiver or consent given by the Investor under this Deed shall be in writing and may be given subject to such conditions as the Investor may impose. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.</p> <p>10.4 The Investor shall not be obliged to make any demand of any person, to take any action or obtain judgment in any court against any person or to make or file any proof or claim in a liquidation or insolvency of any person or to enforce or seek to enforce any other security in respect of the Secured Obligations before exercising any Collateral Right.</p>	<p>约，本契约应作为一个持续的安排而持续具有完全的执行力和效力，并且不会因为任何中期支付或满足全部或部分担保义务或其他原因而终止。然而，如果担保方在此契约项下的义务因为任何原因不再持续，担保方的义务在停止之日在法律允许的范围内应继续存在，无论此后担保义务有何增加或减少。</p> <p>10.3 任何担保权利实现的失败或延迟不可以视为对此种权利的放弃，任何对担保物权利的单一或部分行使也不可排除对其他权利的进一步行使。本契约种的权利和救济是可累计的，且不排除法律规定的其他权利或救济。任何对于本契约的弃权或同意应由投资方书面作出，并基于投资方提出的条件作出。任何弃权或同意仅在该等弃权或同意被给出的情况下有效，也仅针对该等弃权或同意被给出的目的有效。</p> <p>10.4 投资方不得被要求在行使任何担保权利之前承担以下义务：向任何人提出要求、提出诉讼或取得针对任何人的法庭判决，或在清算中向任何人主张或存档任何证据、或执行或获取与担保义务相关的担保的执行。</p>
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	<p>10.5 So long as the Chargor is under any actual or contingent obligation in respect of the Secured Obligations, the Chargor shall not exercise any right which it may at any time have, by reason of the performance of its obligations under this Deed, to be indemnified by any person or to claim any contribution from any other person or to take the benefit (whether by subrogation or otherwise) of any right, entitlement, interest or remedy which the Investor may hold in relation to the Secured Obligations.</p>	<p>10.5 只要担保方在承担关于担保义务的任何实际义务或者或有义务,担保方不得行使担保方由于履行本契约下的义务而随时可能拥有的向任何人士主张任何赔偿的权利、向任何人士主张任何款项的权利、或者从投资方可能拥有的关于担保义务的任何权利、授权、利益、或救济中(不论是通过转移或者其他方式)而获益的任何权利。</p>
Supply Contract	<p>11. 许可和独家供应</p> <p>(A) (i) 买方特此准许卖方享有非排他的许可权,该非排他的许可权严格限于卖方为了依照本协议向买方供应货物的目的才可行使。根据该非排他的许可权,卖方有权使用买方的知识产权(包括专利技术)(“知识产权”)来制造和生产货物。</p> <p>(ii) 依照许可权的授予,买方应当提供与知识产权有关的某些保密信息(“保密信息”)。在本协议签署之前已经由买方向卖方提供的与知识产权有关的任何信息、可以合理被认为是保密信息的任何信息、以及对买方而言具有商业敏感性的任何信息,均应当被视为属于本条款中定义的保密信息的范畴内,且应受到在此列出的限制的制约。</p>	<p>11. Licence and Exclusivity of Supply</p> <p>(A) (i) The Buyer hereby grants to the Seller a non-exclusive licence to use the intellectual property rights (including the patented technology) (“Intellectual Property Rights”) of the Buyer to manufacture and produce the Goods strictly for the purpose of supplying the Goods to the Buyer pursuant to this Agreement.</p> <p>(ii) Pursuant to the grant of the licence, the Buyer shall disclose certain confidential information (“Confidential Information”) relating to the Intellectual Property Rights. Any information relating to the Intellectual Property Rights which has been supplied by the Buyer to the Seller prior to the date of this Agreement and may reasonably be considered to be confidential or commercially sensitive to the Buyer, shall be deemed to fall within the definition of</p>

	<p>(B) 卖方特此向买方承诺和保证:</p> <p>(i) 向卖方披露的全部保密信息或由卖方从其他渠道获取的与制造和/或生产货物有关的全部保密信息,对买方具有非常重大和重要的价值,泄露该等保密信息对买方将造成非常巨大的损害,该等损害是无法仅仅依据造成的损害的数额进行赔偿而所能弥补的;</p> <p>(ii) 除了依照本协议制造和生产货物从而将货物销售和交付给买方之外,卖方不得为任何其他目的使用保密信息和/或知识产权;</p> <p>(iii) 卖方无权将知识产权分许可给任何第三方,和/或将保密信息提供给任何第三方;</p> <p>(iv) 卖方无权为卖方自身或任何第三方制造或者生产与货物相类似的任何产品;</p>	<p>Confidential Information herein and be subject to the restrictions set out herein.</p> <p>(B) The Seller hereby covenants with and undertakes to the Buyer that:-</p> <p>(i) all Confidential Information disclosed to the Seller or which the Seller otherwise learns in connection with the manufacture and/or production of the Goods has a significant and material value to the Buyer, the loss of which cannot adequately be compensated by damages alone;</p> <p>(ii) the Seller shall not use the Confidential Information and/or the Intellectual Property Rights for any purpose other than for the manufacture and production of the Goods to be sold and delivered to the Buyer pursuant to this Agreement;</p> <p>(iii) the Seller shall not be entitled to sub-licence the Intellectual Property Rights and/or disclose the Confidential Information to any third party;</p> <p>(iv) the Seller shall not be entitled to manufacture or produce any goods which are similar to the Goods for itself or any third party;</p>
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