



**Customer Trading Agreement**  
客户交易协议

**(Custody – Internet Trading Account)**  
(托管网上交易账户)

**Corporate Account**  
公司账户

**CSC SECURITIES (HK) LIMITED**

群益证券(香港)有限公司



**客户交易协议**  
**(托管网上交易账户)**  
**(公司)**

致：群益证券（香港）有限公司

为证券及期货事务监察委员会（“证监会”）注册为持牌法团（CE 编号 ACC324）专营第 1 及 2 类受规管活动及香港联合交易所有限公司（“联交所”）的参与者  
香港皇后大道中 183 号新纪元广场中远大厦 32 楼 3204-07 室

本公司（详细数据列于客户数据表格）要求 贵公司根据下列条款及条件以本公司之名义开立和使用一个或多个托管网上交易账户（“账户”）及透过不时由 贵公司设立的互联网址以及其它电子交易渠道（「网上服务」）运作账户，以进行证券买卖：

## 1. 账户

1.1 本公司确认本协议及「客户数据表格」中所载数据均属完整及正确。本公司承诺及保证倘若该等数据有任何重要变更，本公司将会立即以书面通知 贵公司。本公司特此授权 贵公司对本公司之信用进行查询，以核实本公司之财政状况及投资目标。

1.2 贵公司会对本公司账户有关资料予以保密，但根据证监会、联交所及有关交易所的规定或应其要求， 贵公司将以该等数据提供予证监会、联交所及有关交易所。

1.3 本公司仅此声明本公司为账户的最终实益拥有人，而本公司与 贵公司或群益证券（香港）有限公司之控股、附属、联营或关连公司（“集团”）之雇员或代理人包括但不限于作为该等雇员或代理人之配偶或 18 岁以下子女或同居者或领养（无论根据领养法例正式领养与否）没有任何关系或关连。本公司同意倘本公司与该等雇员或代理人有或变成有关系或有关连，本公司须迅速通知 贵公司该等关连的存在及其性质，并承认及同意 贵公司接获该通知时有绝对酌情权终止账户。

1.4 本公司承认 贵公司于业务中可能持有关于个别证券之数据。本公司同意 贵公司并无责任向本公司披露任何有关资料。

1.5 倘 贵公司的业务有重大变更，并且可能影响 贵公司为本公司提供的服务， 贵公司将会通知本公司。

1.6 本公司不得撤回指示 贵公司将本公司在 贵公司之账户内的任何证券、应收款项或其中持有之现金进行抵销及扣留，作为抵销本公司在 贵公司之账户一切实际或或有负债，包括支付买入证券及向第三者支付的费用。

1.7 本公司根据其注册地之法律正式成立及依法有效，并有一切有关权限及权力，行使与履行其于本协议所载之责任及以商业理由开立账户。

本公司连同本协议向 贵公司提供之经核证决议副本所载之决议乃于适当之董事会议上妥为通过，而有关会议乃根据公司章程适当召开，并于签订本协议之当日或之前举行。有关决议已加载会议纪录册并属全面有效。

1.8 任何授权人的变更，只在 贵公司实际收到本公司已签署之授权书或有关之董事会决议或 贵公司认可的委任证明文件才正式生效。

1.9 尽管本协议的任何规定， 贵公司有绝对酌情权于任何时间结束账户，而毋须提出任何理由，亦毋须对本公司以终止本协议而结束账户责任。

## 2. 网上服务

2.1 本公司同意使用网上服务作为与 贵公司通讯，以及转递信息、数据及文件给本公司的媒体。

2.2 本公司承认有关于互联网服务及账户的使用、营运、政策及程序的数据已于网址供本公司取得，而本公司已阅读及明白其条款可能不时被修改，而本公司使用互联服务及账户则该等条款被视为对本公司具有约束力。倘本协议的条款与该等资料出现任何歧异之处，应以本协议书的条款为准。



2.3 本公司同意只根据本协议的条款使用网上服务 (www.e-capital.com.hk)。

2.4 本公司为网上服务的唯一获授权用户,并承认该服务可能需要本公司使用各种识别及存取代码,包括密码、私人识别码及其它用户识别号码,以取用该服务及本公司的账户。而本公司对本公司就所有透过该服务而产生的交易之密码、私人识别码、用户识别及账户号码的保密及恰当使用于任何时间都会负全责及负责所有透过该服务而产生的交易。

2.5 本公司同意于本公司知悉出现任何损失、盗窃或未获授权使用本公司的密码、私人识别码及其它用户识别、账户或账户号码,或任何未获授权使用网上服务或以之提供任何市场信息或数据时,实时通知 贵公司。

2.6 本公司承认任何透过网上服务或另行以电话、电子或其它方式提供的任何有关证券及证券市场的数据及数据(包括新闻及实时报价)乃是 贵公司从证券交易市场及 贵公司不时委聘的可能与贵公司有关连或没有关连的其它第三者服务提供者所取得。

本公司进一步承认及接受:

- 该等数据及数据受或可能受版权法律的保护,并提供给本公司只是作私人及非商业性的用途。本公司不可以在未经该等服务提供者的准许下使用、再制造、再传递、发放、出售、分布、出版、转播、散布或作其它商业用途。
- 该等数据及数据乃由 贵公司从相信是可靠的来源所获取而来, 贵公司或该等服务提供者并不担保任何该等数据及数据的准确性、完整性、实时性及先后次序。

2.7 本公司承认同意不论 贵公司或任何服务提供者均不会就本公司倚赖任何该等透过互联网服务提供的的数据或数据,或该等数据或数据的可用性、准确性、完整性或实时性,或本公司依赖该数据或数据而所采取的行动或作出的决定而对本公司负责。

2.8 本公司承认网上服务的一切所有权及版权及其它知识产权均为 贵公司专属的资产或是属于有关服务提供者的,并同意及承诺除本协议所授权外,本公司不得及不得于任何时间企图窜改、变更、或另行以任何形式更改,或另行取用或企图得到取用互联网服务任何部份。本公司更承诺倘知悉出现任何其它人士的任何该等不获授权的使用或取用互联网服务时,实时通知 贵公司。

2.9 本公司同意支付一切 贵公司可不时就使用网上服务而收取的申领、服务及使用费。

2.10 尽管本协议的任何规定, 贵公司有绝对酌情权于任何时间在毋须任何通知及无任何规限下,不论因任何原因,包括本公司任何未获授权的使用该等服务及 / 或任何数据或数据或任何密码、私人识别码及其它用户识别或账户号码,终止本公司取用网上服务或从任何服务提供者处取用任何数据或数据或其任何部份之权利,而毋须对本公司负责。

2.11 本公司将负担 贵公司及于被要求时偿付 贵公司任何及一切因本公司之任何未获授权而使用网上服务及 / 或任何数据或数据而引起的索偿、索求、诉讼、损失、损害赔偿、费用(包括律师费)及支出。

### 3. 规则及规例

3.1 所有代本公司进行的证券交易,将受不时修订有关交易所之宪章、规则、附件、习俗及惯例,包括联交所规则、中央结算系统规则、有关法例及适用于有关交易所的司法区所有法律约束。 贵公司根据该等法律、规则、规例及指示而采取的所有行动均对本公司具有约束力。

3.2 若 贵公司或 贵公司之相联人士所犯的违责是关于任何在或将会在认可证券市场上市或交易而犯的及该等证券的有连系资产而犯的,以致本公司蒙受金钱上的损失,本公司知悉并接纳其投资者赔偿基金所承担的法律責任只限于(证券及期货条例)及有关附属法例内所规定的有效索偿,并须受制于(证券及期货(投资者赔偿-赔偿限额)规则)内所订的金额上限,因此不能保证本公司在因该等违责而蒙受的任何金钱损失,可以从投资者赔偿基金中获得全数、部分或任何赔偿。

就一切在认可证券市场以外之交易所进行的证券买卖,若 贵公司或其相联人士所犯的违责,本公司知悉并接纳有效索偿将受有关交易所的规则约束。

### 4. 交易



4.1 除非 贵公司在（有关交易或其它情况下于买卖通知中）表示 贵公司担任委托人，否则 贵公司将以本公司代理人身份进行交易。

4.2 本公司承认及同意本公司须单独负责所有透过互联网服务传达之指令，而 贵公司及任何 贵公司之董事、高级职员及雇员或集团均不须就接获及执行任何该等指令对本公司或任何其它经本公司索偿的人士负责。

4.3 任何透过互联网服务传达给 贵公司的指令将会被当作由本公司发出。本公司同意实时通知贵公司，本公司：

- 就任何由本公司透过该服务落盘但其后并无接获有关其被收到或被执行的任何确认（不论是以复印文本、电子或口头方式）；
- 接获有关指令或其被执行之书面确认但发觉有不正确之处，或接获本公司并无发出指令之交易的书面确认。

4.4 本公司明白及同意 贵公司可以监听或记录本公司与 贵公司以电子、电话或其它形式的通讯及经 贵公司达成的指令（如有需要）。

4.5 贵公司有绝对酌情权接纳/或拒绝任何指令或执行任何指令，直至（视情况而定）：

- 账户内有足够可实时动用的资金；或
- 账户内有足够证券作有关交易的交收之用。

4.6 本公司承认及同意 贵公司及 贵集团的董事、高级职员、雇员及代理毋须对任何 贵公司延迟或未有履行其责任，或因互联网服务或任何通讯仪器或设施之故障、受干扰或传送失灵，或因任何未获授权取用、窜改、变更或更改服务及 / 或载于其中的数据及数据，或非 贵公司控制范围之任何其它原因所造成（包括但不限于政府限制、交易所或市场裁断、暂时停牌、恶劣天气、地震及罢工等）的任何损失或可能蒙受的损失负上任何责任。倘本公司透过互联网服务与 贵公司接触发生任何问题，本公司须使用其它一切可供本公司选择的替代方式或与 贵公司联络。

4.7 本公司确认由 贵公司根据本公司指示进行所有证券交易是根据本公司自己的判断及决定作出，而并非基于 贵公司之选择或建议而进行交易。

4.8 本公司须就所有交易向 贵公司支付 贵公司通知本公司的佣金和收费，以及缴付联交所不时征收的适用征费，并缴纳所有有关交易的适用印花税、银行收费、费用、投资者赔偿基金征费及其它支出。 贵公司可以从账户中扣除该等佣金、收费、征费、税项、费用、投资者赔偿基金征费及支出。

4.9 倘本公司营业处或向 贵公司发出任何指令的地点为香港以外的地方，本公司同意确保及表明该等指令之发出将遵从于本公司发出指令的有关司法管辖区的任何及一切适用法律，而本公司更同意本公司遇有疑问时，应向有关司法管辖区咨询或取得法律及专业意见。本公司接纳就本公司之住或发出指令地点为香港以外地方而该指令被执行可能需要向有关机构缴付征税、税项、赋税或收费，而本公司同意缴付该等适用的征税、税项、赋税或收费。本公司进一步同意于被要求时偿付 贵公司可能因本公司之住处或发出指令地点在香港以外的地方而引致 贵公司蒙受的任何索偿、索求、法律诉讼、费用及支出。

4.10 就每一宗交易，本公司另有协议或除非 贵公司已代本公司持有现金或证券供交易交收之用，否则本公司将会在 贵公司交易通知的期限之前

- 向 贵公司交付可实时动用的现金或可以交付的证券（视情况而定）；或
- 以其它方式确保 贵公司收到该等资金或证券。

倘本公司未能这样做， 贵公司可以毋须负上任何责任下（于适当情况下）出售或借入或买入证券代本公司偿还本公司对 贵公司的责任。

4.11 本公司将会负担及于 贵公司来索即偿付 贵公司因本公司未进行交收而引起的任何损失、费用及开支。

4.12 本公司仅此同意就有逾期未付款项（包括对本公司裁定的欠付债务所引起的利息），按 贵公司



不时通知本公司的利率及其它条款支付利息。

4.13 就买入交易而言，倘卖方经纪未能于交收日内交付证券，导致 贵公司须买入证券进行交收，本公司毋须为买入该等证券的费用向 贵公司负责。

4.14 倘沽盘是有关非由本公司拥有的证券，即涉及卖空交易，本公司将会通知 贵公司。

4.15 于任何通告、账单、确认书或其它通讯所指或提及之每一项交易须被视为正确及经由本公司确认，除非 贵公司于七天内接获本公司所作之相反的书面通知。任何通知，账单、确认书或其它通讯，若 (a) 以专人速递，在送递当日；(b) 以挂号邮件传递，在投递当日起计两日；或 (c) 以传真传递，在发出时，将被视为已经收妥。

4.16 在无显然的错误出现下，每一张账户账单中之款项须为最终的借方或贷方结存，对本公司均具约束力。

4.17 根据其所拥有之绝对酌情权， 贵公司将有全权决定拒绝纳本公司之任何指示，且毋须就此给予任何理由。

4.18 如 贵公司代表本公司以账户货币之外的任何交易施行货币，届时：

- 所有因为该货币的汇率波动而带来的利润或损失均属于本公司，而本公司须承担有关风险及
- 当出售、抵销或偿付此交易， 贵公司将有全权将交易施行货币以市场的兑换率为基础兑换，并入帐到本公司账户。

4.19 在售盘前，本公司需查询及完全明瞭其证券交易之特点、交易及结算之安排和收费及佣金等。

## 5. 处置证券

5.1 由 贵公司寄存妥为保管的任何证券， 贵公司可以酌情决定：

- 如属可注册证券，以 贵公司名义或以 贵公司之联系实体名义注册；或
- 存放于 贵公司的独立户口作稳妥保管，而该户口是指定为信托户口或客户户口并以 贵公司或 贵公司之联系实体名义开立及维持，其目的是为本公司持有证券。

5.2 倘证券未以本公司的名义注册， 贵公司于收到该等证券所获派的任何股息或其它利益时，须按本公司与 贵公司的协议记入本公司的账户或支付予或转账予本公司。倘该等证券属于 贵公司代客户持有较大数量的同一证券的一部份， 贵公司有权按本公司所占的比例分配该等证券利益。

5.3 本公司明白及同意本公司账户内证券均受制于 贵公司的全面留置权，以确保本公司履行对贵公司代本公司进行证券买卖而产生的责任。

5.4 本公司明确授权 贵公司以解除本公司对 贵公司或 贵公司之联系实体所负的法律责任下，贵公司有权而毋须通知本公司代表本公司处置证券。

## 6. 代本公司保管的现金

6.1 本公司同意 贵公司有权为本身利益收取 贵公司付入或保留于

- 任何信托户口中之全部款项及
- 贵公司按证券及期货条例第 149 条开设之任何信托户口中为本公司购买证券

而收取之全部款项所产生之全部利息数额。本公司现明确地放弃在该利息数额上全部权利、索偿及享有权利。

6.2 本公司谨此授权 贵公司接纳及行事（贵公司毋须强迫行事）任何指示无论口头或书面经电话、电传、电报媒介有关提款或转账款项，由本公司在 贵公司之账户转账或提款至本公司在客户数据表格中的指定银行户口。

## 7. 风险披露声明



### 7.1 证券交易的风险

证券价格有时可能会非常波动。证券价格可升可跌，甚至变成毫无价值。买卖证券未必一定能够赚利润，反而可能会致损失。

### 7.2 买卖创业板股份的风险

创业板股份涉及很高的投资风险。尤其是该等公司可在无需具备盈利往绩及无需预测未来盈利的情况下在创业板上市。创业板股份可能非常波动及流通性很低。

本公司只应在审慎及仔细考虑后，才作出有关的投资决定。创业板市场的较高风险性质及其它特点，意味着这个市场较适合专业及其它熟悉投资技巧的投资者。

现时有关创业板股份的数据只可以在香港联合交易所有限公司所操作的互联网网站上找到。创业板上市公司一般毋须在宪报指定的报章刊登付费公告。

假如本公司对本风险披露声明的内容或创业板市场的性质及在创业板买卖的股份所涉风险有不明白之处，应寻求独立的专业意见。

### 7.3 在香港以外地方收取或持有的客户资产的风险

持牌人或注册人在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管。这些法律及规例与《证券及期货条例》（第 571 章）及根据该条例制订的规则可能有所不同。因此，有关本公司资产可能不会享有赋予在香港收取或持有的客户资产的相同保障。

### 7.4 提供代存邮件或将邮件转交第三方的授权书的风险

假如本公司向 贵公司提供授权书，允许 贵公司代存邮件或将邮件转交予第三方，那么本公司便须尽速亲身收取所有关于本公司账户的成交单据及结单，并加以详细阅读，以确保可及时侦察到任何差异或错误。

### 7.5 在香港联合交易所有限公司买卖纳斯达克—美国证券交易所证券的风险

按照纳斯达克—美国证券交易所试验计划（“试验计划”）挂牌买卖的证券是为熟悉投资技巧的投资者而设的。本公司在买卖该项试验计划的证券之前，应先咨询有关交易商或注册人的意见和熟悉该项试验计划。本公司应知悉，按照该项试验计划挂牌买卖的证券并非以香港联合交易所有限公司的主板或创业板作第一或第二上市的证券类别加以监管。

### 7.6 存放的现金及财产的风险

如果本公司为在本地或海外进行的交易存放款项或其它财产，本公司应了解清楚该等款项或财产会获得那些保障，特别是在有关商号破产或无力偿债时的保障。至于能追讨多少款项或财产一事，可能须受限于具体法例规定或当地的规则。在某些司法管辖区，收回的款项或财产如有不足之数，则可认定属于本公司的财产将会如现金般按比例分配予本公司。

### 7.7 佣金及其它收费的风险

在开始交易之前，本公司先要清楚了解本公司必须缴付的所有佣金、费用或其它收费。这些费用将直接影响本公司可获得的净利润（如有）或增加本公司的亏损。

### 7.8 网上交易的风险

本公司承认及接纳通讯的公开性质，互联网作为通讯媒体及提供信息服务固有不靠之处，而该等通讯及服务方式的准确性、可靠性及完善性有赖，当中包括，服务提供者以及该等提供者及其它参与者不时使用及操作的电话、调制解调器、电线、系统、设施等等。本公司承认因该等不可靠，所以采用该等通讯方式存在风险，包括互联网服务或任何通讯器材或设施的故障、受破坏、受干扰或传递失灵；传递及接获指令及其它数据及数据以及执行及确认指令时有失误、错漏或阻延；以及 / 或执行指令的价格与于发出指令时或从服务所显示的价格可有所不同。亦有其它风险如未获授权的取用、窜改、变更或更改该服务及或于该服务中使用或组成的系统、灵件及软件可能引致数据及数据包括本公司的个人数据被受使用、操纵、提取、偷窃或遗失。



## 7.9 合约的条款及细则

本公司应向替本公司进行交易的商号查询所买卖的有关每一证券的条款及细则，以及有关责任(例如在什么情况下本公司或会有责任就证券的相关资产进行交收)。交易所或上市公司在某些情况下，或会修改现有证券细则，以反映该证券相关资产的变化。

## 7.10 在其它司法管辖区进行交易的风险

在其它司法管辖区的市场(包括与本地市场有正式连系的市场)进行交易，或会涉及额外的风险。根据这些市场的规例，投资者享有的保障程度可能有所不同，甚或有所下降。在进行交易前，本公司应先行查明有关本公司将进行的该项交易的所有规则。本公司本身所在地的监管机构，将不能迫使本公司已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。有鉴于此，在进行交易之前，本公司应先向有关商号查询本公司本身地区所属的司法管辖区及其它司法管辖区可提供那种补救措施及有关详情。

## 7.11 电传指示的风险

本公司已考虑电传指示可能产生的风险，例如电传签署可能被伪造及指示可能传送至错误号码，以至未能送达 贵公司及第三者可能由此知道机密数据， 贵公司毋须就此电传事故、事务、索偿、亏损及诉讼费负上任何责任。

## 8. 个人资料

8.1 本公司确认 贵公司是根据个人资料(私隐)条例监管下使用本公司之有关数据。本公司亦确认「客户数据表格」所载数据均属完整、真实及正确。倘该等数据有任何变更，本公司将会迅速的以书面通知 贵公司。本公司特此授权 贵公司于任何时对本公司的信用进行查询，及与包括本公司的银行、经纪或任何信贷机构联络以核实所提供的数据。

8.2 贵公司将会对本公司账户的有关资料予以保密，但 贵公司可以根据联交所、证监会及任何其它监管机构的任何适用的法律或规例或应其要求，将该等数据提供予联交所、证监会、任何其它监管机构及 贵集团。

8.3 本公司数据可能会用于以下各方面：

- 开立、处理及延续账户；
- 向本公司提供信贷金额的日常运作；
- 信贷分析；
- 信贷检查及确证本公司有良好信用；
- 确定 贵集团与本公司相互间之债务；
- 向本公司或其担保人追收欠款；
- 根据 贵集团须遵守的条例而作出披露；及
- 与上述有关的其它用途。

8.4 贵公司或集团会把本公司数据保密，但可能会将其数据提供与：

- 任何代理人、承包商、或者行政、电讯、计算机、支付或证券结算或其它与 贵公司成集团业务运作上提供有关服务的第三者；
- 任何对 贵公司或集团有保密责任的人，包括同一集团内对集团有保密承诺的公司；
- 任何与本公司有或将有交易的财务机构及银行；
- 任何 贵公司或集团的实质或建议受让人，或参与人或附属参与人或 贵公司或集团对客户权益的受让人；
- 任何律师、会计师及专业人士；及



- 政府（包括所有海外的政府部门）、法庭及其它监管机构。

8.5 本公司确认根据个人资料（私隐）条例，本公司有权：

- 查问 贵公司是否持有本公司的资料及有权索取该等资料；
- 要求 贵公司改正有关本公司不正确的资料；
- 知道 贵公司对数据的政策及实际上如何运用，及可获知 贵公司持有本公司什么资料。

8.6 根据个人资料(私隐)条例规定， 贵公司对处理索取数据的要求有权收取合理费用。本公司欲索取数据或改正数据或欲知道 贵公司对数据的政策及实际上如何运用及持有什麼数据，会向 贵公司监察主任查询，地址为香港中环皇后大道中 183 号新纪元广场中远大厦 32 楼 3204-07 室。

## 9. 一般条款

9.1 按照本协议规定作出的任何通知书（有关交易指示除外），必须以书面形式，并以亲身或挂号邮件或传真方式送与收取通知的一方；倘为 贵公司，则送于上列地址；倘为本公司，则送于「客户数据表格」上所载的地址；或任何由一方以书面通知另一方之其它地址。

9.2 有关在本协议上所产生的之任何事项上，时间将是要素。

9.3 贵公司有酌情决定权在发出书面通知本公司列出该等修订、删减、取代或增订的情况下，修订、删减或取代本协议任何的条款或增订本协议之条款，该等修改将被视为已包含入本协议内，除非本公司在该通知书发出 7 天内，以书面提出反对。

9.4 本协议中任何条款在运作上不会消除、排除及限制在法律之下本公司之任何权利或 贵公司的任何责任。

9.5 本协议内的声明、保证及承诺在本协议期间将被视为由本公司重复作出。

9.6 本协议及所有交易均对本公司有有效及合法之约束力。

9.7 贵公司根据本协议的所有权利将适用于所有在交易中参与的经纪、代理人、交易所及结算公司。

9.8 对不活跃的账户， 贵公司保留征收维持费的权利，该费用由 贵公司不时厘定。

9.9 倘本协议之任何条文被任何合的司法管辖权法院或监管机构或机关判定无效或不能强制执行，则该项有关无效或不能强制执行之判定只适用于该条文。其余条文之有效性将不会因此受到影响，而本协议将继续获得执行，犹如该无效或不能强制执行之条文并无载于本协议内一样。

9.10 本公司除非获得 贵公司书面批准，否则本公司不得将本协议下任何本公司之权利及 / 或义务转让予任何其它人士。

## 10. 确认

10.1 本公司明白及确认交易虽然可带来商业及 / 或经济上的利益，本公司亦须承担其商业及 / 或经济上的风险。

10.2 本公司同意 贵公司可进行与本公司指示相对之买卖交易，而不论有关买卖为 贵公司本身或代表其它客户进行。

10.3 本公司确认本协议的条款已用本公司明白的语言向本公司解释。本公司承诺会对本协议的条款征求独立意见及同意放弃一切权力对 贵公司或 贵集团之董事、主任、职员或代理人就解释本协议之条款之错误、错漏或失实陈述而作出指控（如有的话）。

10.4 在解释本协议而引致任何不一致或矛盾的情况下，将以英文本为准。本公司现赞成及同意本协议内的一切条款及条件及确认收到本协议之副本。

## 11 管辖之法律

11.1 本协议及其诠释均受香港法律管辖，协议各方在此承认香港法庭之非独有审判权。





(决议案核证副本)


致： 群益证券(香港)有限公司  
香港皇后大道中 183 号新纪元广场中远大厦 32 楼 3204-07 室

以下决议已由\_\_\_\_\_ (“公司”) 董事局召开妥当会议或一致书面正式通过：

1. 决议授权公司于群益证券(香港)有限公司开立证券托管网上交易账户经其互联网址以及其它电子交易渠道以进行证券交易及/或买卖之用；及
2. 再决议相关之客户交易协议 (“协议”)已被批核并授权以下授权人士以书面形式代表公司签立；及
3. 再决议公司授权人士名单联同签署式样及其安排详请如下，作为代表公司发出口头或书面指示之用。

(名单)

依据上述决议 2 及 3 之授权人士：

	(姓名)	(职衔)	(签署式样)
1			
2			
3			
4			
5			

书面指示

由任何 \_\_\_\_\_ 以上签署方为有效。

口头指示

由任何一位 \_\_\_\_\_ 方为有效。

本人现证明上文之决议案完整、真实及得到公司董事局妥当正式通过，该决议案已由本人以主席身份签署并妥当加载公司会议纪录册内，没有 除、修改及与本决议案一致十足效力及作用。

本人再声明提供给群益证券(香港)有限公司之授权人士名单及式样完整及真实。

日期：

\_\_\_\_\_  
会议主席

\_\_\_\_\_  
董事/秘书

A/C NO.:

□□□□□□□□

( for office use only )

To: **CSC Securities (HK) Limited**  
群益证券(香港)有限公司

**CUSTOMER INFORMATION STATEMENT**  
**客户资料表格**

( **CORPORATE** 公司 )


\* Delete if not applicable 删除不适用

✓ as appropriate 适用请 ✓

<b>1. Name of Company / Corporation 公司名称</b> ( In English 英文 ) _____ ( In Chinese 中文 ) _____			
<b>2. Trading Name 经营名称</b> ( if different from above 如有异于上述 )			
<b>3 Corporate Information 公司资料</b>			
Place of Incorporation / Establishment 注册 / 成立地点		Date of Incorporation 成立日期	
Registered number in country of incorporation / establishment 注册地的注册编号			
Business registration number ( Hong Kong ) 香港商业登记编号			
Registered Office in country of incorporation / establishment 注册地的注册办事处地址			
Principal place of business in Hong Kong ( if different from Registered Office ) 香港总办事处地址 ( 如异于注册办事处 )			
Phone No(s).公司电话	Facsimile No(s).传真号码	Telex No(s).电传号码	E-mail 电邮
Brief description of nature of business 简述公司业务性质			
Nature of entity ( i.e. private limited company, public limited company, association, society etc.) 公司性质 ( 如私人有限公司、公众有限公司、协会或社团等 )			
Address for correspondence and forwarding of confirmations and statements 单据往来地址 <input type="checkbox"/> Registered Office 公司注册地址 <input type="checkbox"/> Place of Business 香港公司地址 <input type="checkbox"/> Other (specify) 其它 (请注明): _____			

<b>4. Financial Background 财务状况</b>			
Paid-up Capital 缴足股本		Net Asset Value (in HK\$) 净资产值 (以港币计)	
Net Profit ( after tax ) in preceding 3 years 以上三年除税后溢利			
Year 年份	_____	HK\$ 港币	_____
Year 年份	_____	HK\$ 港币	_____
Year 年份	_____	HK\$ 港币	_____
Address of property(ies) owned 物业地址			
1. _____			
2. _____			
<b>5. Corporate Structure 公司结构</b>			
The individuals who hold 10% or more of the ultimate beneficial interest of the Company (not applicable to public listed companies) 有百分之十或以上之公司最终权益拥有人 (上市公司不用填写)			
<b><u>Name(s)</u></b> 姓名	<b><u>Address</u></b> 地址	<b><u>(%)</u></b> 百份率	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Particular of Director(s) of the company 董事资料细节			
<b><u>Name(s)</u></b> 姓名	<b><u>Address</u></b> 地址	<b><u>HKID No.(s)</u></b> 身份证号码	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
<b>6. Credit Reference 信贷参考</b>			
Bank references ( including address, type of account and account number ) 银行提述 (包括地址、户口类别及号码)			
<b><u>Name of Bank(s)</u></b> 银行名称	<b><u>Address</u></b> 地址	<b><u>Type of Account</u></b> 户口类别	<b><u>Account No.(s)</u></b> 户口号码
_____	_____	_____	_____
_____	_____	_____	_____
Other Brokerage or Dealer references (including address, type of account (eg. cash or margin and nature of securities) and account number): 其它经纪或交易商提述 (包括地址、户口类别 (现金或按金及证券性质) 及户口号码)			
<b><u>Name of Broker(s)</u></b> 经纪名称	<b><u>Address</u></b> 地址	<b><u>Type of Account</u></b> 户口类别	<b><u>Account No(s)</u></b> 户口号码
_____	_____	_____	_____
_____	_____	_____	_____

<b>7 Investment Objectives and Experience 投资目的及经验</b>			
<b>Investment Objectives 投资目的</b>			
Capital Investment and Income 资本投资及收入	<input type="checkbox"/>	Hedging 对冲	<input type="checkbox"/>
Speculation 投机	<input type="checkbox"/>	Other (specify) 其它 (请注明):	<input type="checkbox"/>
_____			
<b>Investment Experience 投资经验</b>			
<b>Products</b> 商品	<b>Years</b> 年份	<b>Average Portfolio Value (HK\$)</b> 平均货值 (以港币计)	
Stock, Shares, Debentures or other Securities 股票、债券及其它证券	_____	_____	
Leveraged Foreign Exchange 杠杆外汇	_____	_____	
Precious Metals 贵金属	_____	_____	
Futures/Option 期货 / 期权	_____	_____	
Others 其它 : (specify 请注明)	_____	_____	
Other relevant investment experience: 其它有关投资经验			
_____			
_____			
<b>8. Other Accounts 其它户口</b>			
<b>Particulars of any and all other accounts (whether individual, joint , corporate, trustee) beneficially held, owned or operated by the Company, its subsidiaries or related companies for or on its or their behalf or for any another person(s), body or corporation or in which the Company, its subsidiaries or related companies has an interest (whether direct or indirect) with CSC Securities (HK) Limited or any of its subsidiaries or associated companies</b>			
其它户口详情(无论个人、联名、公司、 托管), 本公司或本公司代表他人、公司、有直接或间接利益在群益证券(香港)有限公司及其附属或联营公司由本公司实益持有、拥有或运作。			
<b><u>Account Name(s)</u> 户口名称</b>		<b><u>Account Number(s)</u> 户口号码</b>	
_____		_____	
_____		_____	
<b>9 Trading Authorization 交易授权</b>			
The following person(s) is or are authorized on behalf of the Company to give written and / or oral instructions in relation to the trading of the account. 本公司现授权下列人仕以书面或口头指示在本户口进行交易事宜			
<b><u>Name(s) (English &amp; Chinese)</u></b> 姓名 (中文及英文)	<b><u>HKID or Passport No(s).</u></b> 香港身份证或护照号码	<b><u>Phone No(s).</u></b> 电话号码	<b><u>Signature(s)</u></b> 签署 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<b>10</b>	<b>*Bank Account Information 银行资料</b>	
<p>All fund payable will be credited to our following bank account only          请将款项存入以下本公司之银行账户</p> <p><u>Name of Bank(s) 银行</u>    <u>Address 地址</u>    <u>Type of Account 类别</u>    <u>Account Number(s) 账号</u></p> <p>_____</p>		
<b>11.</b>	<b>Declaration 声明书</b>	
<p>We hereby declare that we are the ultimate beneficial owner(s) of the account.          本公司现宣布本公司为该户口之最终实益拥有人</p> <p>If not, please state full name of the actual beneficiary(ies) 若否、请列明实际受益人</p> <p>_____</p> <p>_____</p>		
<p>We confirm that our Authorized Person is not an employee or a consultant of Licensed Corporation or Registered Institution with the Securities and Futures Commission in Hong Kong.          本公司确认本公司授权人不是香港证监会持牌法团或注册机构之职员或顾问。</p> <p>If yes, please state and enclose the consent from the relevant Licensed Corporation or Registered Institution to the application. 若是，请列明及附上相关持牌法团或注册机构同意书。</p> <p><u>Name of Corporation</u>                      <u>CE No</u>                      <u>Type of Regulated Activity(ies)</u>  <u>机构名称</u>                                      <u>注册编号</u>                      <u>受规管类别</u></p> <p>_____</p>		
<p>We hereby confirm that the information provided in this Customer Information Statement is complete and accurate in all respects. We hereby undertake and covenant with you to notify you in writing forthwith of any material change to that information. You are authorized to conduct credit enquiries to verify the information provided for the purpose of ascertain the financial situation and investment objectives of us.          本公司确认本「客户数据表格」中所载数据均属完整及正确。本公司承诺及保证倘若该等数据有任何重要变更，本公司将会立即以书面通知 贵公司。本公司特此授权 贵公司对本公司之信用进行查询，以核实本公司之财政状况及投资目标。</p> <p>x _____ x </p> <p>Duly authorized officer(s)          For and on behalf of the Customer ( <b>Company chop</b> )          公司授权人签署 (公司印)</p> <p>Print Name(s)          客户名称</p> <p>Date          日期</p>		
<b>Note: This Customer Information Statement must be accompanied by 此客户数据表格要附有:</b>		
<ol style="list-style-type: none"> <li>1. Memorandum &amp; Articles of Association</li> <li>2. Business Registration Certificate</li> <li>3. Certificate of Incorporation</li> <li>4. Copy Identify Cards / Passport of directors</li> <li>5. Copy Identify Cards / Passport of authorized persons</li> <li>6. Last two years Audited Financial Statement</li> </ol>	<p>公司组织章程大纲及细则          商业登记证          公司注册证书          董事身份证/护照副本          授权人身份证/护照副本          最近二年公司审计帐目</p>	

**LETTER OF GUARANTEE**

In consideration of CSC SECURITIES (HK) LIMITED, CSC FINANCIAL SERVICES LTD and CSC FUTURES (HK) LTD (hereinafter referred to individually as the "Company" and together as the "Companies"), making or continuing advances or otherwise giving credit or affording credit and finance facilities for as long as each Company may think fit to

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(hereinafter called "the Customer"), \*I/We, the undersigned \_\_\_\_\_  
(Guarantor's Name)

(hereinafter called "the Guarantor" which expression shall where applicable include the Guarantor and his/her/their respective executors, administrators and successors) hereby jointly and severally guarantee the payment of and agree to pay and satisfy to each Company on demand all and every sums of money and liabilities which are now or shall at any time hereafter be owing or incurred to each Company from or by the Customer on any account of the Customer with each Company or in any manner whatsoever (and without prejudice to the generality of the foregoing, any reference to an account shall include any account which the Customer may hereafter open or reopen with any of the Companies) whether as principal or surety and whether solely or jointly with any other person, firm or corporation or from any firm in which the Customer may be a partner and in whatever name style or firm including but not limited to the amount of notes or bills discounted or paid and other loans credits or advances made to or for the accommodation or at the request either of the Customer solely or jointly with any other person firm or corporation or of any such firm as aforesaid or for any money for which the Customer may be liable as surety or in any other way whatsoever together with interest on all such moneys debts and liabilities at such rate or rates as may from time to time be charged by each Company and all handling charges legal and other costs charges and expenses.

PROVIDED that \*the liability of the Guarantor to each Company hereunder shall be unlimited/the amount recoverable by each Company from the Guarantor hereunder is limited to the principal sum of ( \_\_\_\_\_ )  
(Amount in figures)

\_\_\_\_\_  
(Amount in words) Guarantor's initial

for each Company with interest thereon at such rate or rates as each Company may from time to time charge from the date of demand or the date of discontinuance by the Guarantor of this Guarantee until payment.

Further and without prejudice to the generalities of the foregoing, the Guarantor hereby further agrees and undertakes with each Company as follows:

1. This guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Customer to any Company upon any such account as hereinbefore mentioned.
2. This guarantee shall be binding as a continuing security on the Guarantor until the expiration of three calendar months after he or in case of his dying or becoming under disability his executors, administrators or legal representatives (as the case may be) shall have given to any Company with which the Customer has an account notice in writing to discontinue and determine the same. However, such determination shall not release the Guarantor in respect of any liability undertaken or incurred by any Company during the currency of this guarantee but not maturing till after the determination of this guarantee.
3. In the event of this guarantee ceasing from any cause whatsoever to be binding as a continuing security on the Guarantor, each Company shall be at liberty without thereby affecting its rights hereunder to open a fresh account or accounts and to continue any then existing account with the Customer and no money paid from time to time into any such account or accounts by or on behalf of the Customer and subsequently drawn out by the Customer shall on settlement of any claim in respect of this guarantee be appropriated towards or have the effect of payment of any part of the money due from the Customer at the time of this guarantee ceasing to be so binding as a continuing security or of the interest thereon unless the person or persons paying in the money shall at the time in writing direct each Company specially to appropriate the money to that purpose.

(\*delete where not applicable)

4. Any admission or acknowledgement in writing by the Customer or by any person authorized by the Customer of the amount of indebtedness of the Customer to any Company and any judgment recovered by that Company against the Customer in respect of such indebtedness shall be binding and conclusive on and against the Guarantor in all courts of laws and elsewhere. Further, a certificate by an officer of any Company as to the money and liabilities for the time being due or incurred to that Company from or by the Customer shall be conclusive evidence against the Guarantor in all courts of law and elsewhere.
5. Each Company shall be at liberty without thereby affecting that Company's rights against the Guarantor hereunder at any time to determine enlarge or vary and credit to the Customer to vary exchange abstain from perfecting or release any or the rights of any other Company against the Guarantor hereunder other securities held or to be held by such Company for or on account of the moneys intended to be hereby secured or any part thereof to renew bills and promissory notes in any manner and to compound with give time for payment to accept compositions from and make any other arrangements with the Customer or any obligations on bills, notes or other securities held or to be held by such Company for and on behalf of the Customer.
6. The Guarantee shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by any Company for all or any part of the moneys hereby guaranteed nor shall such collateral or other security or any lien to which any Company may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the moneys hereby secured be in anyway prejudiced or affected by this present guarantee. And each Company shall have full power at its absolute discretion to give time for payment to or make any arrangement with any such other person or persons without prejudice to this present guarantee or any liability hereunder. And all sums of money received by any Company from the Guarantor or the Customer or any person or persons liable to pay the same may be applied by the receiving Company to any account or item of account or to any transaction to which the same may be applicable.
7. Although the Guarantor's ultimate liability hereunder to each Company cannot exceed the limit hereinbefore mentioned (if any) yet this present guarantee shall be construed and take effect as a guarantee of the whole and every part of the principal money and interest owing and to become owing as aforesaid and accordingly the Guarantor is not to be entitled as against any Company to any right of proof in the bankruptcy or insolvency of the Customer or other right of a surety discharging his liability in respect of the principal debt unless and until the whole of the principal money and interest shall have first been completely discharged and satisfied. And further for the purpose of enabling any Company to sue the Customer or prove against his estate for the whole of the money owing as aforesaid or to preserve intact the liability of any other part, each Company may at any time place and keep for such time as it may think prudent any moneys received, recovered or realized hereunder to and at a separate or suspense account to the credit either of the Guarantor or of such other person or persons or transaction if any as it shall think fit without any intermediate obligation on the part of any Company to apply the same or any part thereof in or towards the discharge of the money owing as aforesaid or any intermediate right on the Guarantor's part to sue the Customer or prove against his estate in completion with or so as to diminish any dividend or other advantage that would or might come to any Company or to treat the liability of the Customer as diminished.
8. The Guarantor hereby declares that he has not taken in respect of the liability hereby undertaken by him on behalf of the Customer and hereby agrees that he will not take from the Customer either directly or indirectly without the consent of each Company any promissory note bill of exchange mortgage charge or other counter-security whether merely personal or involving a charge on any property whatsoever of the Customer whereby the Guarantor or any person claiming through him by endorsement assignment or otherwise would or might on the bankruptcy or insolvency of the Customer and to the prejudice of any Company increase the proofs in such bankruptcy or insolvency or diminish the property distributable amongst the creditors of the Customer.
9. If the name of the Customer hereinbefore inserted is that either of a firm or of a limited company or other corporation or of any committee or association or other unincorporated body any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual customer only shall be construed and take effect so as to give each Company hereunder a guarantee for the money owing from that firm and every member thereof or from that limited company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the money owing from a single individual if the Customer had been a single individual and any money shall be deemed to be so owing notwithstanding any defect informality or insufficiency in the borrowing powers of the Customer or in the exercise thereof which might be a defence as

between the Customer and any Company. In the case of a firm this guarantee shall be deemed to be a continuing guarantee of all money owing on any such account as hereinbefore mentioned from the persons or person carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death retirement or admission of partners or other causes the constitution of the firm may have been in part or wholly varied. In the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceeding and the money owing as aforesaid and hereby guaranteed shall be deemed to include any money owing in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of any Company.

10. If the Guarantor shall consist of more than one persons, their liabilities to each Company hereunder shall be deemed to be joint and several and any Company may release or discharge any of them from his or their obligations hereunder or compound with or enter into any arrangement with any of them without thereby in any way affecting its rights hereunder against any of the other or others of them or the rights of any of the other Companies against the person or persons so released or discharged.
11. So long as any money remains owing hereunder each Company shall have a lien on any moneys now or hereafter standing to the credit of any accounts of the Guarantor with any such Company and on any securities including, without prejudice to the generality thereof any Futures/Options Contracts now or at any time hereafter deposited with or otherwise placed in the hands of any such Company belonging to or under the control of the Guarantor. Each Company may also without notice to the Guarantor combine or consolidate all or any of the accounts of the Guarantor with and liabilities to any such Company and set-off or transfer any sum or sums in whatever currency standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Guarantor's liabilities to any such Company on any other account or in any other respect whatsoever irrespective of whether such liabilities be incurred by the Guarantor singly or by the Guarantor jointly with others in partnership or otherwise or incurred by the Guarantor as principal or as surety of the Customer or of some other person body corporate or firm and irrespective of whether such liabilities be actual or contingent, primary or collateral and several or joint.
12. The Guarantor shall in no circumstances whatsoever have the right to use the name of any Company for the purpose of proceedings against the Customer or otherwise.
13. The Guarantor is liable as a principal debtor to each Company for the payment of any moneys secured hereunder and no Company need institute legal proceedings or take other steps towards the recovery of the moneys owing from the Customer before enforcing this guarantee against the Guarantor or join in the Customer as a party in any legal proceedings against Guarantor.
14. Each Company is hereby authorized by the Guarantor at any time without notice to the Guarantor to attend to and do in the name of the Guarantor or in the name of that Company for and on behalf of the Guarantor all or any of the following, that is to say
  - ◆ To receive from that Company or any banks and companies or finance companies or any persons or partnerships all or any of such monies including interest, if any, accrued or accruing due on the Guarantor's deposit account or accounts or any other accounts with any of the Company or the said companies or finance companies or banks or persons or partnerships and upon receipt thereof to give good and valid receipts and discharges for the same whether in the name of the Guarantor or in the name of that Company as it may think fit;
  - ◆ To withdraw all or any such moneys (together with interest thereon, if any) from that Company or any other banks or finance companies or persons or partnerships whether on maturity or otherwise as may be necessary or required for the payment and satisfaction of all moneys and liabilities owing to that Company.
15. The security hereby created shall not be discharged or affected by the death bankruptcy insolvency or liquidation of the Customer but shall continue to be operative until determined in the manner and to the extent as provided in Clause 2 hereof.
16. No failure or delay on the part of any Company to exercise or enforce any right, remedy, power or privilege hereunder or under any agreement with the Customer or in relation to any security taken by any Company shall operate or deem to operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege herein provided be cumulative and inclusive of any rights, remedies,

powers and privileges provided by law.

17. Any term, condition, stipulation, provision, covenant or undertaking in this guarantee which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.
18. A. Any notice required to be given by any Company shall be in writing and shall be deemed to have been so given if addressed to the Guarantor at his last known address as recorded by that Company.  
B. Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice dispatched by letter postage prepaid shall be deemed to have been given 48 hours after posting. Any notice sent by fax shall be deemed to have been given at the time of dispatch.  
C. Any notice or demand for payment by any Company on behalf of another Company or any other Companies hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Guarantor if served in accordance with the provisions herein provided.  
D. In case of the Guarantor's death and until each Company with whom the Customer has an account or account(s) receives notice in writing of the grant of probate of the Guarantor's will or of administration of his estate any notice or demand by each Company sent by post as aforesaid addressed to the Guarantor or his personal representatives at his address last known to that Company or stated hereto shall for all purposes of this guarantee be deemed a sufficient notice or demand by that Company to the Guarantor and his personal representatives and shall be as effectual as if the Guarantor were still living.
19. In this Guarantee, the expression "the Company" shall mean and include all companies for the time being which are subsidiaries (within the meaning of section 2(4) of the Companies Ordinance, Cap 32 of the Laws of Hong Kong) of each of the Companies, the holding company of each of the Companies and the respective successors and assigns of each of such companies.
20. The Guarantor hereby agrees that each Company may enforce its rights under this guarantee against the Guarantor in the Court or Courts of any country or place in the world, to the jurisdiction of which Court or Courts the Guarantor hereby irrevocably submits.
21. This Guarantee and all rights obligations and liabilities arising hereunder shall be construed and determined under and may be enforced in accordance with the Laws of Hong Kong.
22. In this guarantee where the singular is use, it shall be taken to include the plural where applicable and where words importing the masculine gender are used they shall where applicable include the feminine gender and neuter gender.

Date

**SIGNED, SEALED and DELIVERED by**

Name of Guarantor: \_\_\_\_\_  
Guarantor' s Signature



Name of Guarantor: \_\_\_\_\_  
Guarantor' s Signature



Name of Guarantor: \_\_\_\_\_  
Guarantor' s Signature



**In the presence of**

Name of witness: \_\_\_\_\_  
Witness' Signature

## GUARANTOR'S INFORMATION FORM

Guarantor's Name: \_\_\_\_\_ (A/C No.: \_\_\_\_\_)

HK ID No./Passport No.: \_\_\_\_\_ Contact No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

<b>Guarantor's Financial Information : Employed</b>	
Name of Current Employer:	
Position:	Years with Current Firm:
Annual Income in HK\$ (as shown on annual tax return):	
<b>Guarantor's Financial Information : Unemployed</b>	
Income Source:	Annual Income (HK\$):
<b>Guarantor's Financial Information : Self-Employed</b>	
Name of Company:	
Nature of Business:	% Owned by Guarantor:
Years of Business	Net Profit After Tax (HK\$):
<b>Financial Position</b>	
Net Worth of property Investments (HK\$):	
Other Investments (please specify type) (HK\$):	

Guarantor's Signature:

\_\_\_\_\_

Date:

A.E. Name: \_\_\_\_\_