



**Customer Trading Agreement**  
客戶交易協議

**(Custody – Internet Trading Account)**  
(託管網上交易帳戶)

**Corporate Account**  
公司帳戶

**CSC SECURITIES (HK) LIMITED**

群益證券(香港)有限公司



**客戶交易協議**  
**(託管網上交易帳戶)**  
**(公司)**

致：群益證券（香港）有限公司

為證券及期貨事務監察委員會（“證監會”）註冊為持牌法團（CE 編號 ACC324）專營第 1 及 2 類受規管活動及香港聯合交易所有限公司（“聯交所”）的參與者  
香港皇后大道中 183 號新紀元廣場中遠大廈 32 樓 3204-07 室

本公司（詳細資料列於客戶資料表格）要求 貴公司根據下列條款及條件以本公司之名義開立和使用一個或多個託管網上交易帳戶（“帳戶”）及透過不時由 貴公司設立的互聯網址以及其他電子交易渠道（「網上服務」）運作帳戶，以進行證券買賣：

**1. 帳戶**

1.1 本公司確認本協議及「客戶資料表格」中所載資料均屬完整及正確。本公司承諾及保證倘若該等資料有任何重要變更，本公司將會立即以書面通知 貴公司。本公司特此授權 貴公司對本公司之信用進行查詢，以核實本公司之財政狀況及投資目標。

1.2 貴公司會對本公司帳戶有關資料予以保密，但根據證監會、聯交所及有關交易所的規定或應其要求， 貴公司將以該等資料提供予證監會、聯交所及有關交易所。

1.3 本公司僅此聲明本公司為帳戶的最終實益擁有人，而本公司與 貴公司或群益證券（香港）有限公司之控股、附屬、聯營或關連公司（“集團”）之僱員或代理人包括但不限於作為該等僱員或代理人之配偶或 18 歲以下子女或同居者或領養（無論跟據領養法例正式領養與否）沒有任何關係或關連。本公司同意倘本公司與該等僱員或代理人有或變成有關係或有關連，本公司須迅速通知 貴公司該等關連的存在及其性質，並承認及同意 貴公司接獲該通知時有絕對酌情權終止帳戶。

1.4 本公司承認 貴公司於業務中可能持有關於個別證券之資料。本公司同意 貴公司並無責任向本公司披露任何有關資料。

1.5 倘 貴公司的業務有重大變更，並且可能影響 貴公司為本公司提供的服務， 貴公司將會通知本公司。

1.6 本公司不得撤回指示 貴公司將本公司在 貴公司之帳戶內的任何證券、應收款項或其中持有之現金進行抵銷及扣留，作為抵銷本公司在 貴公司之帳戶一切實際或或有負債，包括支付買入證券及向第三者支付的費用。

1.7 本公司根據其註冊地之法律正式成立及依法有效，並有一切有關權限及權力，行使與履行其於本協議所載之責任及以商業理由開立帳戶。

本公司連同本協議向 貴公司提供之經核證決議副本所載之決議乃於適當之董事會議上妥為通過，而有關會議乃根據公司章程適當召開，並於簽訂本協議之當日或之前舉行。有關決議已載入會議紀錄冊並屬全面有效。

1.8 任何授權人的變更，只在 貴公司實際收到本公司已簽署之授權書或有關之董事會決議或 貴公司認可的委任證明文件才正式生效。

1.9 儘管本協議的任何規定， 貴公司有絕對酌情權於任何時間結束帳戶，而毋須提出任何理由，亦毋須對本公司以終止本協議而結束帳戶責任。

**2. 網上服務**

2.1 本公司同意使用網上服務作為與 貴公司通訊，以及轉遞資訊、數據及文件給本公司的媒體。

2.2 本公司承認有關於互聯網服務及帳戶的使用、營運、政策及程序的資料已於網址供本公司取得，而本公司已閱讀及明白其條款可能不時被修改，而本公司使用互聯服務及帳戶則該等條款被視為對本公司具有約束力。倘本協議的條款與該等資料出現任何歧異之處，應以本協議書的條款為準。



2.3 本公司同意只根據本協議的條款使用網上服務 ( www.e-capital.com.hk )。

2.4 本公司為網上服務的唯一獲授權用戶，並承認該服務可能需要本公司使用各種識別及存取代碼，包括密碼、私人識別碼及其他用戶識別號碼，以取用該服務及本公司的帳戶。而本公司對本公司就所有透過該服務而產生的交易之密碼、私人識別碼、用戶識別及帳戶號碼的保密及恰當使用於任何時間都會負全責及負責所有透過該服務而產生的交易。

2.5 本公司同意於本公司知悉出現任何損失、盜竊或未獲授權使用本公司的密碼、私人識別碼及其他用戶識別、帳戶或帳戶號碼，或任何未獲授權使用網上服務或以之提供任何市場資訊或數據時，即時通知 貴公司。

2.6 本公司承認任何透過網上服務或另行以電話、電子或其他方式提供的任何有關證券及證券市場的資料及數據 ( 包括新聞及實時報價 ) 乃是 貴公司從證券交易市場及 貴公司不時委聘的可能與貴公司有關連或沒有關連的其他第三者服務提供者所取得。

本公司進一步承認及接受：

- 該等資料及數據受或可能受版權法律的保護，並提供給本公司只是作私人及非商業性的用途。本公司不可以在未經該等服務提供者的准許下使用、再製造、再傳遞、發放、出售、分佈、出版、轉播、散佈或作其他商業用途。
- 該等資料及數據乃由 貴公司從相信是可靠的來源所獲取而來， 貴公司或該等服務提供者並不擔保任何該等資料及數據的準確性、完整性、即時性及先後次序。

2.7 本公司承認同意不論 貴公司或任何服務提供者均不會就本公司倚賴任何該等透過互聯網服務提供的資料或數據，或該等資料或數據的可用性、準確性、完整性或即時性，或本公司依賴該資料或數據而所採取的行動或作出的決定而對本公司負責。

2.8 本公司承認網上服務的一切所有權及版權及其他知識版權均為 貴公司專屬的資產或是屬於有關服務提供者的，並同意及承諾除本協議所授權外，本公司不得及不得於任何時間企圖竄改、變更、或另行以任何形式更改，或另行取用或企圖得到取用互聯網服務任何部份。本公司更承諾倘知悉出現任何其他人士的任何該等不獲授權的使用或取用互聯網服務時，即時通知 貴公司。

2.9 本公司同意支付一切 貴公司可不時就使用網上服務而收取的申領、服務及使用費。

2.10 儘管本協議的任何規定， 貴公司有絕對酌情權於任何時間在毋須任何通知及無任何規限下，不論因任何原因，包括本公司任何未獲授權的使用該等服務及 / 或任何資料或數據或任何密碼、私人識別碼及其他用戶識別或帳戶號碼，終止本公司取用網上服務或從任何服務提供者處取用任何資料或數據或其任何部份之權利，而毋須對本公司負責。

2.11 本公司將負擔 貴公司及於被要求時償付 貴公司任何及一切因本公司之任何未獲授權而使用網上服務及 / 或任何資料或數據而引起的索償、索求、訴訟、損失、損害賠償、費用 ( 包括律師費 ) 及支出。

### 3. 規則及規例

3.1 所有代本公司進行的證券交易，將受不時修訂有關交易所之憲章、規則、附件、習俗及慣例，包括聯交所規則、中央結算系統規則、有關法例及適用於有關交易所的司法區所有法律約束。 貴公司根據該等法律、規則、規例及指示而採取的所有行動均對本公司具有約束力。

3.2 若 貴公司或 貴公司之相聯人士所犯的違責是關於任何在或將會在認可證券市場上市或交易而犯的及該等證券的有連繫資產而犯的，以致本公司蒙受金錢上的損失，本公司知悉並接納其投資者賠償基金所承擔的法律責任只限於 ( 證券及期貨條例 ) 及有關附屬法例內所規定的有效索償，並須受制於 ( 證券及期貨 ( 投資者賠償 - 賠償限額 ) 規則 ) 內所訂的金額上限，因此不能保證本公司在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

就一切在認可證券市場以外之交易所進行的證券買賣，若 貴公司或其相聯人士所犯的違責，本公司知悉並接納有效索償將受有關交易所的規則約束。

### 4. 交易



4.1 除非 貴公司在（有關交易或其他情況下於買賣通知中）表示 貴公司擔任委託人，否則 貴公司將以本公司代理人身份進行交易。

4.2 本公司承認及同意本公司須單獨負責所有透過互聯網服務傳達之指令，而 貴公司及任何 貴公司之董事、高級職員及僱員或集團均不須就接獲及執行任何該等指令對本公司或任何其他經本公司索償的人士負責。

4.3 任何透過互聯網服務傳達給 貴公司的指令將會被當作由本公司發出。本公司同意即時通知貴公司，本公司：

- 就任何由本公司透過該服務落盤但其後並無接獲有關其被收到或被執行的任何確認（不論是以複印文本、電子或口頭方式）；
- 接獲有關指令或其被執行之書面確認但發覺有不正確之處，或接獲本公司並無發出指令之交易的書面確認。

4.4 本公司明白及同意 貴公司可以監聽或記錄本公司與 貴公司以電子、電話或其他形式的通訊及經 貴公司達成的指令（如有需要）

4.5 貴公司有絕對酌情權接納/或拒絕任何指令或執行任何指令，直至（視情況而定）：

- 帳戶內有足夠可即時動用的資金；或
- 帳戶內有足夠證券作有關交易的交收之用。

4.6 本公司承認及同意 貴公司及 貴集團的董事、高級職員、僱員及代理毋須對任何 貴公司延遲或未有履行其責任，或因互聯網服務或任何通訊儀器或設施之故障、受干擾或傳送失靈，或因任何未獲授權取用、竄改、變更或更改服務及/或載於其中的數據及資料，或非 貴公司控制範圍之任何其他原因所造成（包括但不限於政府限制、交易所或市場裁斷、暫時停牌、惡劣天氣、地震及罷工等）的任何損失或可能蒙受的損失負上任何責任。倘本公司透過互聯網服務與 貴公司接觸發生任何問題，本公司須使用其他一切可供本公司選擇的替代方式或與 貴公司聯絡。

4.7 本公司確認由 貴公司根據本公司指示進行所有證券交易是根據本公司自己的判斷及決定作出，而並非基於 貴公司之選擇或建議而進行交易。

4.8 本公司須就所有交易向 貴公司支付 貴公司通知本公司的佣金和收費，以及繳付聯交所不時徵收的適用徵費，並繳納所有有關交易的適用印花稅、銀行收費、費用、投資者賠償基金徵費及其他支出。 貴公司可以從帳戶中扣除該等佣金、收費、徵費、稅項、費用、投資者賠償基金徵費及支出。

4.9 倘本公司營業處或向 貴公司發出任何指令的地點為香港以外的地方，本公司同意確保及表明該等指令之發出將遵從於本公司發出指令的有關司法管轄區的任何及一切適用法律，而本公司更同意本公司遇有疑問時，應向有關司法管轄區諮詢或取得法律及專業意見。本公司接納就本公司之住或發出指令地點為香港以外地方而該指令被執行可能需要向有關機構繳付徵稅、稅項、賦稅或收費，而本公司同意繳付該等適用的徵稅、稅項、賦稅或收費。本公司進一步同意於被要求時償付 貴公司可能因本公司之住處或發出指令地點在香港以外的地方而引致 貴公司蒙受的任何索償、索求、法律訴訟、費用及支出。

4.10 就每一宗交易，本公司另有協議或除非 貴公司已代本公司持有現金或證券供交易交收之用，否則本公司將會在 貴公司交易通知的期限之前

- 向 貴公司交付可即時動用的現金或可以交付的證券（視情況而定）；或
- 以其他方式確保 貴公司收到該等資金或證券。

倘本公司未能這樣做， 貴公司可以毋須負上任何責任下（於適當情況下）出售或借入或買入證券代本公司償還本公司對 貴公司的責任。

4.11 本公司將會負擔及於 貴公司來索即償付 貴公司因本公司未進行交收而引起的任何損失、費用及開支。

4.12 本公司僅此同意就有逾期未付款項（包括對本公司裁定的欠付債務所引起的利息），按 貴公司



不時通知本公司的利率及其他條款支付利息。

4.13 就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致 貴公司須買入證券進行交收，本公司毋須為買入該等證券的費用向 貴公司負責。

4.14 倘沽盤是有關非由本公司擁有的證券，即涉及賣空交易，本公司將會通知 貴公司。

4.15 於任何通告、賬單、確認書或其他通訊所指或提及之每一項交易須被視為正確及經由本公司確認，除非 貴公司於七天內接獲本公司所作之相反的書面通知。任何通知，賬單、確認書或其他通訊，若 (a) 以專人速遞，在送遞當日；(b) 以掛號郵件傳遞，在投遞當日起計兩日；或 (c) 以傳真傳遞，在發出時，將被視為已經收妥。

4.16 在無顯然的錯誤出現下，每一張帳戶賬單中之款項須為最終的借方或貸方結存，對本公司均具約束力。

4.17 根據其所擁有之絕對酌情權， 貴公司將有全權決定拒絕納本公司之任何指示，且毋須就此給予任何理由。

4.18 如 貴公司代表本公司以帳戶貨幣之外的任何交易施行貨幣，尼時：

- 所有因為該貨幣的匯率波動而帶來的利潤或損失均屬於本公司，而本公司須承擔有關風險及
- 當出售、抵銷或償付此交易， 貴公司將有全權將交易施行貨幣以市場的兌換率為基礎兌換，並入帳到本公司帳戶。

4.19 在售盤前，本公司需查詢及完全明瞭其證券交易之特點、交易及結算之安排和收費及佣金等。

## 5. 處置證券

5.1 由 貴公司寄存妥為保管的任何證券， 貴公司可以酌情決定：

- 如屬可註冊證券，以 貴公司名義或以 貴公司之聯繫實體名義註冊；或
- 存放於 貴公司的獨立戶口作穩妥保管，而該戶口是指定為信託戶口或客戶戶口並以 貴公司或 貴公司之聯繫實體名義開立及維持，其目的是為本公司持有證券。

5.2 倘證券未以本公司的名義註冊， 貴公司於收到該等證券所獲派的任何股息或其他利益時，須按本公司與 貴公司的協議記入本公司的帳戶或支付予或轉賬予本公司。倘該等證券屬於 貴公司代客戶持有較大數量的同一證券的一部份， 貴公司有權按本公司所佔的比例分配該等證券利益。

5.3 本公司明白及同意本公司帳戶內證券均受制於 貴公司的全面留置權，以確保本公司履行對 貴公司代本公司進行證券買賣而產生的責任。

5.4 本公司明確授權 貴公司以解除本公司對 貴公司或 貴公司之聯繫實體所負的法律責任下， 貴公司有權而毋須通知本公司代表本公司處置證券。

## 6. 代本公司保管的現金

6.1 本公司同意 貴公司有權為本身利益收取 貴公司付入或保留於

- 任何信託戶口中之全部款項及
- 貴公司按證券及期貨條例第 149 條開設之任何信託戶口中為本公司購買證券

而收取之全部款項所產生之全部利息數額。本公司現明確地放棄在該利息數額上全部權利、索償及享有權。

6.2 本公司謹此授權 貴公司接納及行事（ 貴公司毋須強迫行事）任何指示無論口頭或書面經電話、電傳、電報媒介有關提款或轉賬款項，由本公司在 貴公司之帳戶轉賬或提款至本公司在客戶資料表格中的指定銀行戶口。

## 7. 風險披露聲明

### 7.1 證券交易的風險



證券價格有時可能會非常波動。證券價格可升可跌，甚至變成毫無價值。買賣證券未必一定能夠賺利潤，反而可能會致損失。

### 7.2 買賣創業板股份的風險

創業板股份涉及很高的投資風險。尤其是該等公司可在無需具備盈利往績及無需預測未來盈利的情況下在創業板上市。創業板股份可能非常波動及流通性很低。

本公司只應在審慎及仔細考慮後，才作出有關的投資決定。創業板市場的較高風險性質及其他特點，意味著這個市場較適合專業及其他熟悉投資技巧的投資者。

現時有關創業板股份的資料只可以在香港聯合交易所有限公司所操作的互聯網網站上找到。創業板上市公司一般毋須在憲報指定的報章刊登付費公告。

假如本公司對本風險披露聲明的內容或創業板市場的性質及在創業板買賣的股份所涉風險有不明白之處，應尋求獨立的專業意見。

### 7.3 在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管。這些法律及規例與《證券及期貨條例》(第 571 章) 及根據該條例制訂的規則可能有所不同。因此，有關本公司資產可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

### 7.4 提供代存郵件或將郵件轉交第三方的授權書的風險

假如本公司向 貴公司提供授權書，允許 貴公司代存郵件或將郵件轉交予第三方，那麼本公司便須盡速親身收取所有關於本公司帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

### 7.5 在香港聯合交易所有限公司買賣納斯達克 - 美國證券交易所證券的風險

按照納斯達克 - 美國證券交易所試驗計劃（“試驗計劃”）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。本公司在買賣該項試驗計劃的證券之前，應先諮詢有關交易商或註冊人的意見及熟悉該項試驗計劃。本公司應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

### 7.6 存放的現金及財產的風險

如果本公司為在本地或海外進行的交易存放款項或其他財產，本公司應瞭解清楚該等款項或財產會獲得那些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於本公司的財產將會如現金般按比例分配予本公司。

### 7.7 佣金及其他收費的風險

在開始交易之前，本公司先要清楚瞭解本公司必須繳付的所有佣金、費用或其他收費。這些費用將直接影響本公司可獲得的淨利潤（如有）或增加本公司的虧損。

### 7.8 網上交易的風險

本公司承認及接納通訊的公開性質，互聯網作為通訊媒體及提供資訊服務固有不靠之處，而該等通訊及提供服務方式的準確性、可靠性及完善性有賴，當中包括，服務提供者以及該等提供者及其他參予者不時使用及操作的電話、數據機、電線、系統、設施等等。本公司承認因該等不可靠，所以採用該等通訊方式存在風險，包括互聯網服務或任何通訊器材或設施的故障、受破壞、受干擾或傳遞失靈；傳遞及接獲指令及其他數據及資料以及執行及確認指令時有失誤、錯漏或阻延；以及 / 或執行指令的價格與於發出指令時或從服務所顯示的價格可有所不同。亦有其他風險如未獲授權的取用、竄改、變更或更改該服務及或於該服務中使用或組成的系統、靈件及軟件可能引致數據及資料包括本公司的個人資料被受使用、操縱、提取、偷竊或遺失。

### 7.9 合約的條款及細則

本公司應向替本公司進行交易的商號查詢所買賣的有關每一證券的條款及細則，以及有關責任(例如



在什麼情況下本公司或會有責任就證券的相關資產進行交收)。交易所或上市公司在某些情況下，或會修改現有證券細則，以反映該證券相關資產的變化。

#### 7.10 在其他司法管轄區進行交易的風險

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，本公司應先行查明有關本公司將進行的該項交易的所有規則。本公司本身所在地的監管機構，將不能迫使本公司已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，本公司應先向有關商號查詢本公司本身地區所屬的司法管轄區及其他司法管轄區可提供那種補救措施及有關詳情。

#### 7.11 電傳指示的風險

本公司已考慮電傳指示可能產生的風險，例如電傳簽署可能被偽造及指示可能傳送至錯誤號碼，以至未能送達 貴公司及第三者可能由此知道機密資料， 貴公司毋須就此電傳事故、事務、索償、虧損及訴訟費負上任何責任。

### 8. 個人資料

8.1 本公司確認 貴公司是根據個人資料(私隱)條例監管下使用本公司之有關資料。本公司亦確認「客戶資料表格」所載資料均屬完整、真實及正確。倘該等資料有任何變更，本公司將會迅速的以書面通知 貴公司。本公司特此授權 貴公司於任何時對本公司的信用進行查詢，及與包括本公司的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

8.2 貴公司將會對本公司帳戶的有關資料予以保密，但 貴公司可以根據聯交所、證監會及任何其他監管機構的任何適用的法律或規例或應其要求，將該等資料提供予聯交所、證監會、任何其他監管機構及 貴集團。

8.3 本公司資料可能會用於以下各方面：

- 開立、處理及延續帳戶；
- 向本公司提供信貸金額的日常運作；
- 信貸分析；
- 信貸檢查及確證本公司有良好信用；
- 確定 貴集團與本公司相互間之債務；
- 向本公司或其擔保人追收欠款；
- 根據 貴集團須遵守的條例而作出披露；及
- 與上述有關的其他用途。

8.4 貴公司或集團會把本公司資料保密，但可能會將其資料提供與：

- 任何代理人、承包商、或者行政、電訊、電腦、支付或證券結算或其他與 貴公司成集團業務運作上提供有關服務的第三者；
- 任何對 貴公司或集團有保密責任的人，包括同一集團內對集團有保密承諾的公司；
- 任何與本公司有或將有交易的財務機構及銀行；
- 任何 貴公司或集團的實質或建議受讓人，或參與人或附屬參與人或 貴公司或集團對客戶權益的受讓人；
- 任何律師、會計師及專業人士；及
- 政府(包括所有海外的政府部門)、法庭及其他監管機構。

8.5 本公司確認根據個人資料(私隱)條例，本公司有權：



- 查問 貴公司是否持有本公司的資料及有權索取該等資料；
- 要求 貴公司改正有關本公司不正確的資料；
- 知道 貴公司對資料的政策及實際上如何運用，及可獲知 貴公司持有本公司什麼資料。

8.6 根據個人資料(私隱)條例規定，貴公司對處理索取資料的要求有權收取合理費用。本公司欲索取資料或改正資料或欲知道 貴公司對資料的政策及實際上如何運用及持有什麼資料，會向 貴公司監察主任查詢，地址為香港中環皇后大道中 183 號新紀元廣場中遠大廈 32 樓 3204-07 室。

## 9. 一般條款

9.1 按照本協議規定作出的任何通知書（有關交易指示除外），必須以書面形式，並以親身或掛號郵件或傳真方式送與收取通知的一方；倘為 貴公司，則送於上列地址；倘為本公司，則送於「客戶資料表格」上所載的地址；或任何由一方以書面通知另一方之其他地址。

9.2 有關在本協議上所產生的之任何事項上，時間將是要素。

9.3 貴公司有酌情決定權在發出書面通知本公司列出該等修訂、刪減、取代或增訂的情況下，修訂、刪減或取代本協議任何的條款或增訂本協議之條款，該等修改將被視為已包含入本協議內，除非本公司在該通知書發出 7 天內，以書面提出反對。

9.4 本協議中任何條款在運作上不會消除、排除及限制在法律之下本公司之任何權利或 貴公司的任何責任。

9.5 本協議內的聲明、保證及承諾在本協議期間將被視為由本公司重覆作出。

9.6 本協議及所有交易均對本公司有有效及合法之約束力。

9.7 貴公司根據本協議的所有權利將適用於所有在交易中參與的經紀、代理人、交易所及結算公司。

9.8 對不活躍的帳戶，貴公司保留徵收維持費的權利，該費用由 貴公司不時釐定。

9.9 倘本協議之任何條文被任何合的司法管轄權法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本協議將繼續獲得執行，猶如該無效或不能強制執行之條文並無載於本協議內一樣。

9.10 本公司除非獲得 貴公司書面批准，否則本公司不得將本協議下任何本公司之權利及 / 或義務轉讓予任何其他人士。

## 10. 確認

10.1 本公司明白及確認交易雖然可帶來商業及 / 或經濟上的利益，本公司亦須承擔其商業及 / 或經濟上的風險。

10.2 本公司同意 貴公司可進行與本公司指示相對之買賣交易，而不論有關買賣為 貴公司本身或代表其他客戶進行。

10.3 本公司確認本協議的條款已用本公司明白的語言向本公司解釋。本公司承諾會對本協議的條款徵求獨立意見及同意放棄一切權力對 貴公司或 貴集團之董事、主任、職員或代理人就解釋本協議之條款之錯誤、錯漏或失實陳述而作出指控（如有的話）。

10.4 在解釋本協議而引致任何不一致或矛盾的情況下，將以英文本為準。本公司現贊成及同意本協議內的一切條款及條件及確認收到本協議之副本。

## 11 管轄之法律

11.1 本協議及其詮釋均受香港法律管轄，協議各方在此承認香港法庭之非獨有審判權。



**聲明**

本公司現在確認上述協議書聲明已按照本公司所選擇的語言（中文）交付給本公司，而本公司亦被邀請閱讀上述協議書及提出問題，如本公司需要，亦可徵求獨立意見。

公司名稱 簽署



日期：

**代表聲明**

本人，群益證券（香港）有限公司之代表，謹此聲明，本人已按照上述人士所選擇的語言（中文）提供上述之協議書，亦曾邀請上述人士閱讀上述協議書、提出問題及徵求獨立意見(如上述人士有此意願)。

代表姓名 C.E.號碼 代表簽署

日期：

茲見證本協議於上述年份及日期簽訂

見證人姓名 見證人簽署

C.E.號碼 / 職位

地址： \_\_\_\_\_

如於香港以外地方簽署，須由正式任命的公證人、太平紳士、律師或其他相關能力人士見證簽署。

**同意及接納**

群益證券（香港）有限公司

授權人姓名 簽署



(決議案核證副本)


致：群益證券(香港)有限公司  
香港皇后大道中183號新紀元廣場中遠大廈32樓3204-07室

以下決議已由\_\_\_\_\_ (“公司”) 董事局召開妥當會議或一致書面正式通過：

1. 決議授權公司於群益證券(香港)有限公司開立證券託管網上交易帳戶經其互聯網址以及其他電子交易渠道以進行證券交易及/或買賣之用；及
2. 再決議相關之客戶交易協議 (“協議”) 已被批核並授權以下授權人士以書面形式代表公司簽立；及
3. 再決議公司授權人士名單聯同簽署式樣及其安排詳請如下，作為代表公司發出口頭或書面指示之用。

(名單)

依據上述決議 2 及 3 之授權人士：

	(姓名)	(職銜)	(簽署式樣)
1			
2			
3			
4			
5			

書面指示

由任何 \_\_\_\_\_ 以上簽署方為有效。

口頭指示

由任何一位 \_\_\_\_\_ 方為有效。

本人現證明上文之決議案完整、真實及得到公司董事局妥當正式通過，該決議案已由本人以主席身份簽署並妥當載入公司會議紀錄冊內，沒有 除、修改及與本決議案一致十足效力及作用。

本人再聲明提供給群益證券(香港)有限公司之授權人士名單及式樣完整及真實。

日期：

\_\_\_\_\_ 

會議主席

\_\_\_\_\_ 

董事/秘書

A/C NO.:

□□□□□□□□

( for office use only )

To: **CSC Securities (HK) Limited**  
群益證券(香港)有限公司

**CUSTOMER INFORMATION STATEMENT**  
**客戶資料表格**

( **CORPORATE** 公司 )


Delete if not applicable 刪除不適用

✓ as appropriate 適用請 ✓

<b>1. Name of Company / Corporation 公司名稱</b> ( In English 英文 ) _____ ( In Chinese 中文 ) _____			
<b>2. Trading Name 經營名稱</b> ( if different from above 如有異於上述 )			
<b>3 Corporate Information 公司資料</b>			
Place of Incorporation / Establishment 註冊 / 成立地點		Date of Incorporation 成立日期	
Registered number in country of incorporation / establishment 註冊地的註冊編號			
Business registration number ( Hong Kong ) 香港商業登記編號			
Registered Office in country of incorporation / establishment 註冊地的註冊辦事處地址			
Principal place of business in Hong Kong ( if different from Registered Office ) 香港總辦事處地址 (如異於註冊辦事處)			
Phone No(s). 公司電話	Facsimile No(s). 傳真號碼	Telex No(s). 電傳號碼	E-mail 電郵
Brief description of nature of business 簡述公司業務性質			
Nature of entity ( i.e. private limited company, public limited company, association, society etc.) 公司性質 (如私人有限公司、公眾有限公司、協會或社團等)			
Address for correspondence and forwarding of confirmations and statements 單據往來地址			
<input type="checkbox"/> Registered Office 公司註冊地址	<input type="checkbox"/> Place of Business 香港公司地址	<input type="checkbox"/> Other (specify) 其他 (請註明): _____	

<b>4. Financial Background 財務狀況</b>			
Paid-up Capital 繳足股本		Net Asset Value (in HK\$) 淨資產值 (以港幣計)	
Net Profit ( after tax ) in preceding 3 years 以上三年除稅後溢利			
Year 年份	_____	HK\$ 港幣	_____
Year 年份	_____	HK\$ 港幣	_____
Year 年份	_____	HK\$ 港幣	_____
Address of property(ies) owned 物業地址			
1. _____			
2. _____			
<b>5. Corporate Structure 公司結構</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終權益擁有人 (上市公司不用填寫)			
<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 董事資料細節			
<b><u>Name(s)</u></b> 姓名	<b><u>Address</u></b> 地址	<b><u>HKID No.(s)</u></b> 身份證號碼	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
<b>6. Credit Reference 信貸參考</b>			
Bank references ( including address, type of account and account number ) 銀行提述 (包括地址、戶口類別及號碼)			
<b><u>Name of Bank(s)</u></b> 銀行名稱	<b><u>Address</u></b> 地址	<b><u>Type of Account</u></b> 戶口類別	<b><u>Account No.(s)</u></b> 戶口號碼
_____	_____	_____	_____
_____	_____	_____	_____
Other Brokerage or Dealer references (including address, type of account (eg. cash or margin and nature of securities) and account number): 其他經紀或交易商提述 (包括地址、戶口類別 (現金或按金及證券性質) 及戶口號碼)			
<b><u>Name of Broker(s)</u></b> 經紀名稱	<b><u>Address</u></b> 地址	<b><u>Type of Account</u></b> 戶口類別	<b><u>Account No(s)</u></b> 戶口號碼
_____	_____	_____	_____
_____	_____	_____	_____

<b>7 Investment Objectives and Experience 投資目的及經驗</b>			
<b>Investment Objectives 投資目的</b>			
Capital Investment and Income 資本投資及收入	<input type="checkbox"/>	Hedging 對沖	<input type="checkbox"/>
Speculation 投機	<input type="checkbox"/>	Other (specify) 其他 (請註明):	<input type="checkbox"/>
_____			
<b>Investment Experience 投資經驗</b>			
Products 商品	<u>Years</u> 年份	<u>Average Portfolio Value (HK\$)</u> 平均貨值 (以港幣計)	
Stock, Shares, Debentures or other Securities 股票、債券及其他證券	_____	_____	
Leveraged Foreign Exchange 槓桿外匯	_____	_____	
Precious Metals 貴重金屬	_____	_____	
Futures/Option 期貨 / 期權	_____	_____	
Others 其他 : (specify 請註明)	_____	_____	
_____			
Other relevant investment experience: 其他有關投資經驗			
_____			
_____			
<b>8. Other Accounts 其他戶口</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>			
其他戶口詳情(無論個人、聯名、公司、託管), 本公司或本公司代表他人、公司、有直接或間接利益在群益證券(香港)有限公司及其附屬或聯營公司由本公司實益持有、擁有或運作。			
<u>Account Name(s) 戶口名稱</u>		<u>Account Number(s) 戶口號碼</u>	
_____		_____	
_____		_____	
<b>9 Trading Authorization 交易授權</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. 本公司現授權下列人士以書面或口頭指示在本戶口進行交易事宜			
<u>Name(s) (English &amp; Chinese)</u> 姓名 (中文及英文)	<u>HKID or Passport No(s).</u> 香港身份證或護照號碼	<u>Phone No(s).</u> 電話號碼	<u>Signature(s)</u> 簽署 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<b>10</b>	<b>*Bank Account Information 銀行資料</b>										
<p>All fund payable will be credited to our following bank account only          請將款項存入以下本公司之銀行賬戶</p> <p><u>Name of Bank(s)銀行</u>    <u>Address 地址</u>    <u>Type of Account 類別</u>    <u>Account Number(s)賬號</u></p> <p>_____</p>											
<b>11.</b>	<b>Declaration 聲明書</b>										
<p>We hereby declare that we are the ultimate beneficial owner(s) of the account.          本公司現宣佈本公司為該戶口之最終實益擁有人</p> <p>If not, please state full name of the actual beneficiary(ies) 若否、請列明實際受益人</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.          本公司確認本公司授權人不是香港證監會持牌法團或註冊機構之職員或顧問。</p> <p>If yes, please state and enclose the consent from the relevant Licensed Corporation or Registered Institution to the application. 若是，請列明及附上相關持牌法團或註冊機構同意書。</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><u>Name of Corporation</u></td> <td style="text-align: center;"><u>CE No</u></td> <td style="text-align: center;"><u>Type of Regulated Activity(ies)</u></td> </tr> <tr> <td style="text-align: center;"><u>機構名稱</u></td> <td style="text-align: center;"><u>註冊編號</u></td> <td style="text-align: center;"><u>受規管類別</u></td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> </tr> </table>			<u>Name of Corporation</u>	<u>CE No</u>	<u>Type of Regulated Activity(ies)</u>	<u>機構名稱</u>	<u>註冊編號</u>	<u>受規管類別</u>	_____	_____	_____
<u>Name of Corporation</u>	<u>CE No</u>	<u>Type of Regulated Activity(ies)</u>									
<u>機構名稱</u>	<u>註冊編號</u>	<u>受規管類別</u>									
_____	_____	_____									
<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.          本公司確認本「客戶資料表格」中所載資料均屬完整及正確。本公司承諾及保證倘若該等資料有任何重要變更，本公司將會立即以書面通知 貴公司。本公司特此授權 貴公司對本公司之信用進行查詢，以核實本公司之財政狀況及投資目標。</p> <p style="text-align: right;">x _____ x </p> <p>Duly authorized officer(s)          For and on behalf of the Customer ( <b>Company chop</b> )          公司授權人簽署 (公司印)</p> <p>Print Name(s)          客戶名稱</p> <p>Date          日期</p>											
<b>Note: This Customer Information Statement must be accompanied by 此客戶資料表格要附有：</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>公司組織章程大綱及細則          商業登記證          公司註冊證書          董事身份証/護照副本          授權人身份証/護照副本          最近二年公司審計帳目</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: \_\_\_\_\_