



Customer Trading Agreement
客戶交易協議
(Margin Account)
(按揭帳戶)

Corporate Account
公司帳戶

CSC SECURITIES (HK) LIMITED

群益證券(香港)有限公司

RISK OF SECURITIES TRADING

The prices of securities fluctuate, sometime dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

RISK OF MARGIN TRADING

The risk of loss in financing a transaction by deposit of collateral is significant. We may sustain losses in excess of our cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop limit” orders. We may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, our collateral may be liquidated without our consent. Moreover, we shall remain liable for any resulting deficit in our account and interest charged on our account. We should therefore carefully consider whether such a financial arrangement is suitable in light of our financial position and investment objectives

證券買賣交易的風險

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。

保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損風險可能極大。本公司所蒙受的虧蝕可能會超過本公司存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行，本公司可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如本公司未能在指定的時間內支付所需的保證金款額或利息，本公司抵押品可能會在未經本公司的同意下被出售。此外，本公司將要為本公司的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，本公司應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合本公司。

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This is an important document. Please read and understand the whole booklet and then sign on the Page 14, 15, 16, 17, 20 and 21.

此乃重要文件，敬請閱讀及明瞭整部小冊子，然後在第 14、15、16、17、20 及 21 頁簽署。

CUSTOMER TRADING AGREEMENT 客戶交易協議
(Margin Account 按揭帳戶)
(Corporation 公司)

To: CSC Securities (HK) Limited

Registered with the Securities and Futures Commission ("SFC") as a licensed corporation (CE Number ACC324) for Type 1 and Type 2 regulated activities and an exchange participant of The Stock Exchange of Hong Kong Limited ("SEHK")
Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, No. 183 Queen's Road Central, Hong Kong

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

We (particular as set out in the Customer Information Statement) request you to open and operate one or more margin account (the "Account") for dealing and/or trading in securities with financial accommodation on the following terms and conditions:

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按揭帳戶 ("帳戶") 以進行財務通融證券交易及/或買賣：

1. THE ACCOUNT (帳戶)

1.1 We hereby confirm that the information provided in this Agreement and in the 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 You will keep information relating to the Account(s) confidential, but may provide any such information to the relevant exchanges and the SFC to comply with their requirements or requests for information.

貴公司會對本公司帳戶有關資料予以保密，但根據證監會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及有關交易所。

1.3 We hereby declare that we are the ultimate beneficial owner(s) of the Account and no one other than us has any interest in the Account.

本公司現聲明本公司是該帳戶最終受益人及唯一擁有該帳戶之人士。

1.4 We admit that you may in the course of business possess information relating to securities and agree that you shall have no duty to disclose to us any such information.

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 You will notify us of material changes in respect of your business, which may affect the service that you provide to us.

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 We are duly incorporated and validly existing under laws of its place of incorporation and have full power to execute and perform our obligations under this Agreement and have commercial reason to open the Account.

The certified copy resolution provided by us to you with this Agreement were duly passed at the meeting of our directors duly convened and held on or prior to the date hereof in accordance with our constitutional agreement and were entered in our minutes book and are full force and effect.

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。

1.7 Any intended change of the authorized person by us shall only become effective from the date of actual receipt by you or the relevant board resolutions duly signed by us or other evidence of authorization satisfactory to you.

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。

1.8 We hereby irrevocably direct you to set-off and withhold from and apply any securities, receivable and monies held in or for the Account against all actual or contingent liability incurred by you including any liability to pay the purchased securities and other expense to any third party.

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。

1.9 Notwithstanding any provision of this Agreement, you shall have the right exercisable at your absolute discretion at any time to close the Account without ascribing any reason and without any liability to us for such closure by terminating this Agreement.

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. LAWS AND RULES (規則及規例)

2.1 All transactions in securities which you effect on our instructions or on our behalf (“Transaction(s)”) shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying to you, including SEHK Rules, CCASS Rules and the relevant ordinance(s) and all other laws applicable in the jurisdiction of the relevant exchanges as amended from time to time. All actions taken by you in accordance with such laws, rules, regulations, directions, customs and usages shall be binding on us.

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。

2.2 In the event that you or your associated person commits a default in relation to securities listed or traded, or to be listed or traded, on a recognized stock market; and related assets of such securities and we thereby suffer a pecuniary loss, we acknowledge and accept that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

For Transaction(s) which are effected in an exchange other than the recognized stock market, we acknowledge and accept that the valid claims in the event of any default on the part of you or your associated person will be subject to the rules of the relevant exchange.

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。

3. TRANSACTIONS (交易)

3.1 You will as our agent in effecting the Transactions unless you indicate (in the contract note for the relevant transaction or otherwise) that you are acting as principal.

除非 貴公司（在有關交易的成交單或其他合約單據內）表示 貴公司以自己本身名義進行交易外，否則 貴公司將以本公司之代理人身份進行交易。

3.2 We acknowledge and agree that we shall be solely responsible for the Transactions and neither you nor any of the directors, officers or employees of your Group shall be liable to me/us, or to any other person claiming under or through us, for any claim made with respect to the receipt and execution of any such Transactions.

本公司承認及同意本公司須單獨負責所有交易指令，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。

3.3 We understand and agree that you may monitor or record any of our telephone conversations in order to verify the instructions given by us or our Authorized Person.

本公司明白及同意 貴公司可以監聽或記錄本公司與 貴公司之電話談話內容以供 貴公司核實本公司或任何授權人之指示。

3.4 You will have an absolute discretion to accept or refuse any orders or the execution of any orders and shall not be obliged to give any reason for such refusal.

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，而毋須就此給與任何理由。

3.5 We acknowledge and agree that you and your Group's directors, officers, employees and agents shall not responsible or liable for any loss suffered or which may be suffered by us as a result of any delay, failure or inaccuracy in the transmission or communication of instructions or orders.

本公司確認及同意 貴公司及 貴集團之董事、高級職員、僱員及代理人毋須對 貴公司任何指示及落盤在傳遞及通訊上的延誤、無效及錯漏而產生之損失承擔任何責任，此損失由本公司承擔。

3.6 We acknowledge that all Transactions effected by you pursuant to our instructions is a result of our judgment and decision and not result from your selection or advice.

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。

3.7 On all Transactions, we shall pay your commissions and charges, as notified to us, as well as applicable levies imposed by the exchange from time to time, all applicable stamp duties, bank charges, fees, investor compensation fund levy and other expenses. You may deduct such commissions, charges, levies duties, fees, investor compensation fund levy and expenses from the Account.

就所有交易而言，每當 貴公司通知本公司之交易佣金和收費，本公司同意須向 貴公司支付以及繳付交易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。 貴公司可以從戶口中扣除該等佣金、收費、徵費、稅項、費用、投資者賠償基金徵費及支出。

3.8 If we reside or give any orders to you outside Hong Kong, we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which our orders are given. We further agree to indemnify you on demand for any claims, demands, actions, costs and expenses you may suffer or incur in connection with or arising from our residing or giving of any such order outside Hong Kong.

倘本公司住處或向 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。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。

3.9 Unless otherwise agreed, in respect of each Transaction unless you are already holding cash or securities on our behalf to settle the Transaction, we shall

- pay you cleared funds or deliver to you securities in deliverable form (as the case may be); or
- otherwise ensure that you have received such funds or securities

by such time as you have notified us in relation of that Transaction.

If we fail to do so, you may without any liability on your part, where applicable, sell the purchased securities

and/or any other securities which you are already holding on our behalf to satisfy our obligations to you or borrow and/or purchase securities in order to settle the Transaction.

就每一宗交易，除另有協議外或除非 貴公司已代本公司持有所屬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。

3.10 We shall be responsible to you and indemnify you on demand against any losses, costs and expenses resulting from our purchase securities in order to settle the Transaction.

本公司將會負擔 貴公司及索求即償付 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。

3.11 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, we shall not be responsible to you for the costs of such purchase.

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。

3.12 We shall notify you when a sale order relates to securities which we do not own i.e. involves short selling.

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。

3.13 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by us unless you shall receive from us written notice to the contrary within seven (7) days. Any notice, statement, confirmation or other communication shall be deemed to have been received (a) if hand delivered, when delivered (b) if given by registered post, two days after the same has been posted or (c) if given by fax, at the same time it is dispatched.

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。任何通告、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。

3.14 Every statement of account shall, in the absence of manifest error, be conclusive and binding on us as to the amount standing to the debit or credit of the Account.

在無顯然的錯誤出現下，每一張戶口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。

3.15 If you enter into any Transaction on behalf of us in a currency other than the currency in which the Account is denominated then:

- any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be for our Account and risk.
- when such Transactions are sold, set off or otherwise liquidated, you may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by you on the basis of the then prevailing market rates of exchange for such foreign currency.

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，屆時：

- 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。

3.16 We should make the necessary enquiries and be fully aware of the characteristics, trading and settlement arrangement, and fee and commission of the Transaction before placing such orders.

在落盤前，本公司須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。

3.17 As you instruct a third party to deal in securities on our behalf on any exchanges, for the avoidance of doubt, we expressly consent to your sharing of commission, or the receipt of rebates, or such other amounts relating to such transactions or contracts with those persons as you think fit, subject to applicable laws, rules and regulations.

若 貴公司指示第三者以本公司名義於交易所買賣股票，為免疑義，本公司同意 貴公司下攤分佣金、收取退款、或接受其他費用，每當 貴公司認為在合於法令規定下適當之與該項交易之款項。

4. DEPOSITION OF SECURITIES (處置證券)

4.1 Any securities collateral which are held by you of safekeeping may, at your discretion:

- (in the case of registrable securities) be registered in your name or in the name of your associated entities; or
- be deposited in safe custody in a segregated account which is designated as a trust account or client account and established and maintained by you or your associated entity for the purpose of holding our securities collateral.

由 貴公司寄存妥為保管的任何證券抵押品， 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抵押品。

4.2 Where securities collateral are not registered in our name, any dividends or other benefits arising in respect of such securities collateral shall, when received by you, be credited to our Account or paid or transferred to us, as agreed with you. Where the securities collateral form part of larger holding of identical securities held for your clients, we shall be entitled to the same share of the benefits arising on the holding as our share of the total holding.

倘證券抵押品未以本公司的名義註冊， 貴公司於收到該等證券抵押品所獲派的任何股息或其他利益時，需按本公司與 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。倘該等證券抵押品屬於 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。

4.3 We acknowledge and agree that all securities held for the Account shall be subject to a general lien in your favour, for the performance of our obligations to you arising in respect of dealing in securities for us.

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。

4.4 We expressly authorize that you have the right without notice us to dispose the securities collateral of us for the purpose of settling any liability owed by us to you or your associated entity.

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抵押品。

4.5 We expressly authorize that you have the right without notice us to deposit our securities collateral in question with any authorized financial institution as collateral for financial accommodation to you or to deposit our securities collateral in question with a recognized clearing house or with another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities. This authority shall be for a period of up to 12 months and may be renewed for subsequent periods of 12 months either with our written consent or if we do not object to renewal within 14 days of receipt of a written notice from you given at least 14 days prior to the expiry of the authority. You will give a written confirmation of the renewal of the authority within confirmation of the renewal of the authority within one week after the expiry of the previous authority. This authority may be revoked at any time by us pursuant to the terms of paragraph 9.1 below.

本公司明確授權 貴公司在毋須通知本公司下將本公司的任何有關證券抵押品存於認可財務機構，作為提供 貴公司的財務通融的抵押品或將本公司的任何有關證券抵押品存於認可結算所或另一獲發牌或獲註冊進行證券交易的中介人作為解除 貴公司在交收上的義務和清償 貴公司在交收上的法律責任的抵押品。此授權書將維持有效 12 個月或不多於 12 個月並可於下列情況予以續期，每次續期可有效 12 個月：本公司以書面形式同意續期；或 貴公司於授權書有效期屆滿前不少於 14 日向

本公司發出書面通知，而本公司於此到通知後 14 日內未有提出反對續期。 貴公司須於前一份授權書失效後一星期內以書面形式確認授權書的續期。本公司可根據下文第 9.1 段隨時撤銷此授權書。

5. CASH HELD FOR US (代本公司保管的現金)

5.1 We agree that you will be entitled to receive for your own account benefit all sum derived by way of interest from the payment into and retention of

- all amounts in any trust account and
- all amounts received for or on account of us for the purchase of securities in any trust account maintained by you under Section 149 of Securities and Futures Ordinance.

We hereby expressly waive any or all rights, claim and entitlements to such interest.

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。

5.2 We expressly authorize you to accept and act to (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission, telex means regarding payment or transfer of fund from our Account to our bank account stated in the Customer Information Statement upon our payment or transfer instruction.

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。

6. FINANCIAL ACCOMMODATION (財務通融)

6.1 We acknowledge and accept that the financial accommodation with revolving you grant to us should be secured by deposits or margin in cash, stock or such other securities acceptable to you as collateral. You shall have the absolute discretion to determine the value of such securities collateral and to alter the financial accommodation from time to time.

本公司現明白及接納 貴公司提供循環財務融資額，但須符合 貴公司認可接納之抵押品，如現金、股份或其他證券作抵押的按金或保證金。 貴公司可根據接納之證券抵押品授予本公司財務通融，並擁有自行酌情權決定該等抵押品的價值。

6.2 You may at any time, at your absolute discretion, impose a loan limit on the financial accommodation, which shall be subject to alternation from time to time. At all time, our loan outstanding owing to you shall not exceed the value of such securities collateral maintained with you or such loan limit.

貴公司有絕對酌情權對本公司的財務通融設置貸款額及對該限額作出不時之修改。無論何時，本公司未償還之債項不得超過 貴公司所持有抵押品之價值或此貸款額。

6.3 We further acknowledge that you may make a margin call, either orally or in writing, and specify therein the period within which such margin call must be met and we hereby agree and undertake to pay or provide to you such sums or equivalent securities collateral upon demand by you.

本公司再聲明 貴公司可能以口頭或書面形式發出催繳保證金通知及履行之期限，本公司亦同意及 諾必須在履行期限前，提供 貴公司該催繳保證金或等值之證券抵押品。

6.4 We further acknowledge that you have the right at your discretion without notice us to dispose securities collateral in our Account in respect of which any margin call is not met in accordance with paragraph 6.3 above.

本公司再聲明當本公司未能在本條款第 6.3 條款所訂明的期限前繳足催繳保證金， 貴公司有權而毋須通知本公司處置本公司帳戶的證 抵押品。

6.5 Any delay or failure by you to make a margin call shall not constitute a waiver of your right to do so at any time thereafter, nor shall it create any liability of you to us.

當 貴公司未有或延遲作出催繳保證金，並不構成對該等權利的放棄，亦不導致 貴公司對本

公司產生任何責任。

6.6 We acknowledge and accept that market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. We may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, our collateral may be liquidated without our consent. Moreover, we shall remain liable for any resulting deficit in our Account and interest charged on our Account.

本公司再聲明及接納市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行，本公司可能會在短時間內被要求存入額外的催繳保證金，本公司的證券抵押品可能會在未經本公司的同意下被出售。此外，本公司將要為本公司的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。

6.7 We hereby agree to pay interest on the outstanding principal balance (including arising after a judgment debt is obtained against us) at such rates and on such other terms as you have notified us from time to time. Interest will be payable monthly in arrears on the last business day of each month.

本公司現同意就未償貸款本金(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。到期未付之利息應在每月最後之營業日支付。

7. RISK DISCLOSURE STATEMENT (風險披露聲明)

7.1 Risk of securities trading (證券交易的風險)

The prices of securities fluctuate, sometime dramatically. The price of a security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling securities.

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取利潤，反而可能會招致損失。

7.2 Risk of trading Growth Enterprise Market Stocks (買賣創業板股份的風險)

Growth Enterprise Market (GEM) stocks involve a high investment risk. In particular, companies may list on GEM with neither a track record of profitability nor any obligation to forecast future profitability. GEM stocks may be very volatile and illiquid.

We should make the decision to invest only after due and careful consideration. The greater risk profile and other characteristics of GEM mean that it is a market more suited to professional and other sophisticated investors.

Current information on GEM stocks may only be found on the internet website operated by The Stock Exchange of Hong Kong Limited. GEM Companies are usually not required to issue paid announcements in gazetted newspapers.

We should seek independent professional advice if we are uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

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 Risk of providing an authority to repledge our securities collateral etc. (提供將本公司的證券抵押品等再質押的授權書的風險)

There is risk if we provide the licensed or registered person with an authority that allows it to apply our securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge our securities collateral for financial accommodation or deposit our securities collateral as collateral for discharge and satisfaction of its settlement obligations and liabilities.

If our securities or securities collateral are received or held by the licensed or registered person in Hong Kong, the above arrangement is allowed only if we consent in writing. Moreover, unless we are professional

investor, our authority must specify the period for which it is current and be limited to not more than 12 months. If we are a professional investor, these restrictions do not apply.

Additionally, our authority may be deemed to be renewed (i.e. without our written consent) if the licensed or registered person issues us a reminder at least 14 days prior to the expiry of the authority, and we do not object to such deemed renewal before the expiry date of our then existing authority.

We are not required by any law to sign these authorities. But an authority may be required by licensed or registered persons, for example, to facilitate margin lending to us or to allow our securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to us the purpose for which one of these authorities is to be used.

If we sign one of these authorities and our securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on our securities or securities collateral. Although the licensed or registered person is responsible to us for securities or securities collateral lent or deposited under our authority, a default by it could result in the loss of our securities or securities collateral.

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If we do not require margin facilities or do not wish our securities to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用本公司的證券或證券抵押品，將本公司的證券抵押品再質押以取得財務通融，或將本公司的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，存在一定風險。

假如本公司的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於本公司已就此給予書面同意的情況下方行有效。此外，除非本公司是專業投資者，本公司的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若本公司是專業投資者，則有關限制並不適用。

此外，假如本公司的持牌人或註冊人有關授權的期限屆滿前最少 14 日向本公司發出有關授權將被視為已續期的提示，而本公司對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則本公司的授權將會在沒有本公司的書面同意下被視為已續期。

現時並無任何法例規定本公司必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向本公司提供保證金貸款或獲准將本公司的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向本公司闡釋將為何種目的而使用授權書。

倘若本公司簽署授權書，而本公司的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本公司的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據本公司的授權書而借出或存放屬於本公司的證券或證券抵押品須對本公司負責，但上述持牌人或註冊人的違責行為可能會導致本公司損失本公司的證券或證券抵押品。

大多數持牌人或註冊人均提供不涉及證券借貸的現金帳戶，假如本公司毋須使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述授權書，並應要求開立該等現金帳戶。

7.4 Risk of margin trading (保證金買賣的風險)

The risk of loss in financing a transaction by deposit of collateral is significant. We may sustain losses in excess of our cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. We may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, our collateral may be liquidated without our consent. Moreover, we shall remain liable for any resulting deficit in our account and interest charged on our account. We should therefore carefully consider whether such a financial arrangement is suitable in light of our financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。本公司所蒙受的虧蝕可能會超過本公司存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。本公司可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如本公司未能在指定的時間內支付所需的保證金款額或利息，本公司的抵押品可能會在未經本公司的同意下被出售。此外，本公司將要為本公司的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，本公司應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合本公司。

7.5 Risk of client assets received or held outside Hong Kong (在香港以外地方收取或持有的客戶資產的風險)

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdictions which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such our assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

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的。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。

7.6 Risk of providing an authority to hold mail or to direct mail to third party (提供代存郵件或將郵件轉交第三方的授權書的風險)

If we provide you with an authority to hold mail or to direct mail to third parties, it is important for us to promptly collect in person all contract notes and statements of our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

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。

7.7 Risk of trading NASDAQ-AMEX securities at The Stock Exchange of Hong Kong Limited (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)

The securities under the Nasdaq-Amex Pilot Program ("PP") are aimed at sophisticated investors. We should consult the licensed or registered person and become familiarized with the PP before trading in the PP securities. We should be aware that the PP securities are not regulated as a primary or secondary listing on the Main Board or the Growth Enterprise Market of The Stock Exchange of Hong Kong Limited.

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，應先諮詢有關持牌人或註冊人的意見和熟悉該項試驗計劃。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。

7.8 Risk on deposit and securities (存放的現金及證券的風險)

We should familiarize ourselves with the protections given to money or other securities our deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which we may recover our money or securities may be governed by specific legislation or local rules. In some jurisdictions, securities which had been specifically identifiable as our own shall be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果本公司為在本地或海外進行的交易存放款項或其他證券，本公司應瞭解清楚該等款項或證券會獲得那些保障，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證券一事，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，收回的款項或證券如有不足之數，則可認定屬於本公司的證券將會如現金般按比例分配予本公司。

7.9 Risk on commission and other charges (佣金及其他收費的風險)

Before we begin to trade, we should obtain a clear explanation of all commission, fees and other charges for which we shall be liable. These charges will affect our profit (if any) or increase our loss.

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。

7.10 Risk on electronic trading (電子交易的風險)

Trading on an electronic trading system may differ from trading on other electronic trading systems. If we undertake transactions on an electronic trading system, we shall be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that our order is either not executed according to our instructions or is not executed at all.

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果本公司透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致本公司的指示不能根據指示執行，甚或完全不獲執行。

7.11 Risk on terms and conditions of contracts (合約的條款及細則)

We should ask the firm with which we deal about the terms and conditions of each securities which we are trading and associated obligations (e.g. the circumstance under which we may become obliged to make or take delivery of the underlying interest of each securities). Under certain circumstances the specifications of outstanding securities may be modified by the exchange or the listed companies to reflect changes in the underlying interest.

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。

7.12 Risk on transactions in other jurisdictions (在其他司法管轄區進行交易的風險)

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose us to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before we trade we should enquire about any rules relevant to our particular transactions. Our local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where our transactions have been effected. We should ask the firm with which we deal for details about the types of redress available in both the home jurisdiction and other relevant jurisdictions before we start to trade.

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。

7.13 Risk on instructions by facsimile (電傳指示的風險)

We should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimile may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach to you and may thereby become known to third parties thus losing their confidential nature. You have no responsible for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by facsimile.

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、虧損及訟費負上任何責任。

8 PERSONAL DATA (個人資料)

8.1 We acknowledge that you are subject to the provision of the Personal Data (Privacy) Ordinance, which regulate your use of personal data concerning us. We confirm that the information set out in the Customer Information Statement is complete, true and correct. We undertake to promptly inform you in writing of any changes to that information. You are also authorized at any time to conduct credit enquiries on us and to verify the information provided with and including our bankers, brokers and any credit agency.

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 You will keep information relation to the Account confidential, but may provide any such information to the relevant exchange, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or your Group.

貴公司將會對本公司帳戶的有關資料予以保密，但 貴公司可以根據有關交易所、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，將該等資料提供予有關交易所、證監會、任何其他監管機構及 貴集團。

8.3 The purpose for which data relating to us may be used are as follow:

- opening, administering and continuation of our Account;
- the daily operation of the loan facilities provided to us;
- making lending and credit analysis decision;

- conducting credit checks and ensuring ongoing credit worthiness of us;
- determining the amount of indebtedness owed to or by us;
- recovering of any monies owed from or liabilities incurred by us and those providing security for our obligations;
- meeting the requirements, including the requirement to make disclosure, under of any law, rules or regulations binding on you or your Group; and/or
- for purposes of relating or incidental thereto.

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 Data held by you or your Group relating to us will be kept confidential but you or your Group may provide, transfer, disclose or exchange such personal data to :

- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to you or your Group in connection with the operation of its or their business;
- any other person under a duty of confidentiality to you or your Group, including a group company of your Group, which has undertaken to keep such information confidential;
- any bank or financial institution with which we have or propose to have dealing;
- any actual or proposed assignee of you or your Group or participant or sub-participant or transferee of your Group's rights in respect of us;
- any legal, accounting or professional person, firm or body; and
- any government, law enforcement or other regulatory authority, body or entity under any applicable law, rules or regulations.

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 貴公司或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 We acknowledge that under and in accordance with the terms of the Personal Data (Privacy) Ordinance, we have the right to:

- check whether you hold data about us and the right of access to such data;
- require you to correct any data relating to us which is inaccurate;
- ascertain your policies and practices in relation to data and to be informed of the kind of personal

data held by you.

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 In accordance with the terms of the Personal Data (Privacy) Ordinance, you have the right to charge a reasonable fee for the processing of any data access request. We request for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed to your Compliance Officer at Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong.

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 GENERAL(一般條款)

9.1 Any notice (other than any instructions relating to Transaction) given under this Agreement shall be in writing and may be delivered personally or sent by registered post or fax addressed to the party to which it is addressed, in case CSC Securities (HK) Limited, at the address set out above and in the case of us, at the address set out in the Customer Information Statement or in both cases, at such other address as may have been notified in writing to the other party hereto.

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 Time shall be of the essence in relation to all matters arising under this Agreement.

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 You may at your discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to us a notice in writing setting out such amendment, deletion, substitution or addition which shall be deemed incorporated herein unless objected to in writing by us within 7 days from the date of such notice.

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 No provision of this Agreement shall operate or remove, exclude or restrict any rights of us or obligations of you under the law.

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 The representations, warranties and undertakings in this Agreement shall be deemed to be repeated during the term of this Agreement.

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 This Agreement and all Transactions shall constitute valid and legal binding obligations on us.

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 All rights of you pursuant to this Agreement shall also apply to any broker, agent, exchange and clearing house involved in the Transaction.

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 For inactive Account, you reserve the right to charge a maintenance fee as may be prescribed by you from time to time.

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 If any of the provisions of this Agreement shall be held to be invalid or unenforceable by any court of

competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained here.

倘本協議之任何條文被任何合資格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 We shall not assign any of our rights and/or obligations under this Agreement to any other person except with your prior written consent.

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 ACKNOWLEDGEMENT (確認)

10.1 We acknowledge and understand that though commercial or economic benefit may be gained from the Transactions, we will also bear economic and/or commercial risk associated with such Transactions.

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 You may take the opposite position to our Transactions whether it is on your own account or on behalf of your other clients.

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 We confirm that the terms of this Agreement have been explained to us in a language which we understand. We undertake to seek independent advice in respect of the terms of this Agreement and agree to waive all rights, if any, against you or any of your or the Group's directors, officers, staff servants, or agents for error or mistake or misrepresentation, if any, in the explanation to us of the terms of this Agreement.

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利對 貴公司或 貴集團之董事、高級職員、僱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 In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English language version shall prevail. We hereby agree and consent to the terms and conditions herein contained and acknowledge receipt of a copy of this Agreement.

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 GOVERNING LAW (管轄之法律)

11.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

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。

DECLARATION BY US 聲明

We hereby confirm that the above Agreement has been provided to us in English/Chinese at our own choice and that we have been invited to read the above Agreement to ask questions on it and to seek independent advice on it if we wish.

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（英文或中文）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。

Name in Block Letter **姓名**Signature(s) **簽署**

_____ 

Date 日期: _____

DECLARATION BY REPRESENTATIVE 代表聲明

I, representative of CSC Securities (HK) Limited do hereby solemnly and sincerely declare that the above Agreement has been provided to the abovementioned person(s) in English/Chinese at their own choice and that the abovementioned person(s) has/have been invited to read the above Agreement to ask questions on it and to seek independent advice on it if they wish.

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（英文或中文）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)。

Name of Representative
代表姓名CE Number
CE 號碼Signature of Representative
代表簽署

Date 日期: _____

IN WITNESS WHEREOF this Agreement has been entered into on the day and year above written.
茲見證本協議於上述年份及日期簽訂

Witness Name 見證人姓名

Witness Signature 見證人簽署

CE Number / Occupation (CE 號碼 / 職位) _____

Address 地址 : _____

If signed outside Hong Kong, signing of this Agreement should be witness by a duly appointed Notary Public, Justice of the Peace, or solicitor or other competent person.

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。

Approved and Accepted by 同意及接納

CSC Securities (HK) Limited

群益證券(香港)有限公司

Name of Authorized Person 授權人姓名

Signature 簽署

CERTIFIED COPY RESOLUTION (決議案核證副本)

To: CSC Securities (HK) Limited
Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong

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


The following resolutions (“Resolutions”) have been duly adopted by the Board of Directors of _____ (the “Corporation”) at a duly called meeting or by unanimous written consent:

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 Resolved, that the Corporation is authorized to establish a securities margin Account(s) with CSC Securities (HK) Limited for the purpose of dealing and/or trading in securities with financial accommodation; and
決議授權公司於群益證券(香港)有限公司開立證券按揭交易賬戶以進行財務通融證券交易及/或買賣之用；及
- 2 Resolved, further that the relevant Customer Trading Agreement (“Agreement”) be and are hereby approved and that the Authorized Person(s) listed below is/are authorized to execute the Agreement in written on our behalf; and
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 Resolved, further that CSC Securities (HK) Limited be given a list (the List”) of the name of Authorized Person(s) of the Corporation (together with their signatures and particulars of any required signing arrangements) authorized to give oral or written instructions on our behalf.
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。

The List (名單)

Name of Authorized Person(s) referred to in Resolution (2) and (3) above.
依據上述決議 2 及 3 之授權人士：

	Name(s) (姓名)	Position(s) (職銜)	Specimen Signature(s) (簽署式樣)
1			
2			
3			
4			
5			

Written Instruction (書面指示)

由任何 _____ 以上簽署方為有效
Given by any _____ of the above signatories will be valid

Oral Instruction (口頭指示)

由任何一位 _____ 方為有效
Given by any one of _____ will be valid


I HEREBY CERTIFY that the foregoing Resolutions are a complete, true and the Resolutions duly passed and adopted the Board of Directors of the Corporation and that the said resolutions have been duly entered in the minutes book of the Corporation and signed by me as Chairman and are in accordance with the Articles of Association of the Corporation and that the same has not been rescinded or modified and remain in full force and effect.

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。

I further certify that the name of the Authorized Person(s) required to operate the Account on behalf of the Corporation and their specimen signature, as supplied to CSC Securities (HK) Limited, are correct and genuine.

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。

Date 日期:


Chairman of the Meeting
會議主席


Director/ Company Secretary
董事/秘書

STANDING AUTHORITY 常設授權

To: CSC Securities (HK) Limited
Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong

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

Dear Sirs:
敬啟者：

Re: Standing Authority – Repledge Securities Collateral
關於： 常設授權 - 證券抵押品再質押

We expressly authorize that you has the right without notice us to deposit our securities collateral in question with any authorized financial institution as collateral for financial accommodation to you or to deposit our securities collateral in question with a recognized clearing house or with another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities.

This authority shall be for a period of up to 12 months and may be renewed for subsequent periods of 12 months either with our written consent or if we do not object to renewal within 14 days of receipt of a written notice from you given at least 14 days prior to the expiry of the authority. You shall give a written confirmation of the renewal of the authority within confirmation of the renewal of the authority within one week after the expiry of the previous authority. This authority may be revoked at any time by us pursuant to the relevant terms mentioned in Customer Trading Agreement.

本公司明確授權 貴公司在毋須通知本公司將本公司的任何有關證券抵押品存於認可財務來機構，作為提供 貴公司的財務通融的抵押品或將本公司的任何有關證券抵押品存於認可結算所或另一獲發牌或獲註冊進行證券交易的中介人作為解除 貴公司在交收上的義務和清償 貴公司在交收上的法律責任的抵押品。

此授權書將維持有效 12 個月或不多於 12 個月並可於下列情況予以續期，每次續期可有效 12 個月：本公司以書面形式同意續期；或 貴公司於授權書有效期屆滿前不少於 14 日向本公司發出書面通知，而本公司於此到通知後 14 日內未有提出反對續期。 貴公司須於前一份授權書失效後一星期內以書面形式確認授權書的續期。本公司可根據客戶交易協議有關條款段隨時撤銷此授權書。

Date the day of 20
日期

Yours faithfully,

_____ 

Customer's Signature
客戶簽署

Account Name:
客戶姓名

Account No.:
客戶賬號

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 ✓

1. Name of Company / Corporation 公司名稱			
(In English 英文)			


(In Chinese 中文)			

2. Trading Name 經營名稱 (if different from above 如有異於上述)			

3 Corporate Information 公司資料			
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): _____	

4. Financial Background 財務狀況			
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. _____			
5. Corporate Structure 公司結構			
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)			
<u>Name(s)</u> 姓名	<u>Address</u> 地址	<u>(%)</u> 百份率	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Particular of Director(s) of the company 董事資料細節			
<u>Name(s)</u> 姓名	<u>Address</u> 地址	<u>HKID No.(s)</u> 身份證號碼	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
6. Credit Reference 信貸參考			
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)			
<u>Name of Bank(s)</u> 銀行名稱	<u>Address</u> 地址	<u>Type of Account</u> 戶口類別	<u>Account No.(s)</u> 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)			
<u>Name of Broker(s)</u> 經紀名稱	<u>Address</u> 地址	<u>Type of Account</u> 戶口類別	<u>Account No.(s)</u> 戶口號碼
_____	_____	_____	_____
_____	_____	_____	_____

7. Investment Objectives and Experience 投資目的及經驗			
Investment Objectives 投資目的			
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"/>
Investment Experience 投資經驗			
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 _____ _____			
8. Other Accounts 其他戶口			
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 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)</u> 戶口名稱		<u>Account Number(s)</u> 戶口號碼	
_____		_____	
_____		_____	
9. Trading Authorization 交易授權			
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仕以書面或口頭指示在本戶口進行交易事而			
<u>Name(s) (English & 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 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10	*Bank Account Information 銀行資料										
<p>All fund payable will be credited to our following bank account only 請將款項存入以下本人/吾等之銀行賬戶</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>											
11.	Declaration 聲明書										
<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 the full name of the actual beneficiary(ies) 若否，請列明實際受益人</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;">Name of Corporation</td> <td style="text-align: center;">CE No</td> <td style="text-align: center;">Type of Regulated Activity(ies)</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>			Name of Corporation	CE No	Type of Regulated Activity(ies)	<u>機構名稱</u>	<u>註冊編號</u>	<u>受規管類別</u>	_____	_____	_____
Name of Corporation	CE No	Type of Regulated Activity(ies)									
<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 (Company chop) 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>											
Note:	This Customer Information Statement must be accompanied by 此客戶資料表格要附有:										
1.	Memorandum & Articles of Association	公司組織章程大綱及細則									
2.	Business Registration Certificate	商業登記證									
3.	Certificate of Incorporation	公司註冊證書									
4.	Copy Identify Cards / Passport of directors	董事身份証/護照副本									
5.	Copy Identify Cards / Passport of authorized persons	授權人身份証/護照副本									
6.	Last two years Audited Financial Statement	最近二年公司審計帳目									