



**Customer Trading Agreement**  
**客戶交易協議**  
**(Custody – Internet Trading Account)**  
**(託管網上交易帳戶)**

**Individual / Joint Account**  
**個人 / 聯名帳戶**

**CSC SECURITIES (HK) LIMITED**

**群益證券(香港)有限公司**



**CUSTOMER TRADING AGREEMENT  
(Custody - Internet Trading Account)  
(Individual / Joint)**

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.

I/We (particular as set out in the Customer Information Statement) request to open and operate one or more custody Internet Trading account (the "Account") through the internet website and other electronic means which may provide in electronic channel (the "Internet") for dealing and/or trading in securities on the following terms and conditions.

**1. THE ACCOUNT**

1.1 I/We hereby confirm that the information provided in this Agreement and in the Customer Information Statement is complete and accurate in all respects. I/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 ascertaining the financial situation and investment objectives of me/us.

1.2 You will keep information relating to the Account(s) confidential, but may provide any such information to SEHK, the relevant exchanges and the SFC to comply with their requirements or requests for information.

1.3 I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account, and that I/we am/are not related to or associated with any of the employees or agents of you or any companies which is the holding companies, subsidiaries, associated and related companies of CSC Securities (HK) Limited ("Group") including without limitation as a spouse or as a child under 18 years or as a cohabitant or adopted child/parent (no matter whether formally adopted under the Adoption Ordinance or otherwise) of such employees or agents and agree that if I/we am/are or become related to or associated with any of such employees or agents, I/we shall promptly notify you of the existence and nature of such association and acknowledge and agree that you may, upon receipt of such notice, at your absolute discretion, terminate the Account

1.4 I/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 me/us any such information.

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

1.6 If the Account is owned by more than one person, the liabilities of us shall be joint and several. The liabilities of a deceased or incapacitated joint account holder shall cease only with regard to transactions made subsequent to the receipt by you.

1.7 If the Account is joint account, I/we hereby declare that the account is a joint account with right of survivorship. In the event of death of any of joint account holders, the estate of the deceased joint account holder or the surviving joint holder(s) shall immediately notify you in writing of the relevant death and shall produce and deliver to you true copies of such proofs of death, tax waiver and such other documents as you may in its sole discretion require.

1.8 Each of joint account holders shall have the authority to exercise all the rights, power and discretion hereunder and to deal with you as if each of us alone was the holder of the Account without notice to the other. You may follow the instructions of any of us concerning the Account and shall not be obliged to inquire into or see to the application of any monies or properties between the joint account holders.

1.9 Each of the joint account holders agrees to be bound by this Agreement notwithstanding that any person intended to sign or to be bound by this Agreement may not do or be bound and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of the undersigned (whether or not the deficiency is known to you).

1.10 I/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.

1.11 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 me/us for such closure by terminating this Agreement.

## **2. INTERNET**

2.1 I/We consent to use of the Internet as a medium of communication with you and to transmit or receive information, data and documentation to me/us or from you.

2.2 I/We acknowledge that information concerning the use, operation, policy and procedures of the Internet and the Account applicable at all times has been made available to me/us, and understand the terms of which may be amended from time to time and which shall be binding on me/us in respect of my/our use of the Internet and the Account. In the event of inconsistencies between the terms of this Agreement and the information, the terms of this Agreement shall prevail.

2.3 I/We agree to use the Internet only in accordance with the terms of this Agreement and the terms of your website ([www.e-capital.com.hk](http://www.e-capital.com.hk)).

2.4 I/We will be the only authorized user of the Internet, and acknowledge that the service may require me/us to use various identification and access codes, including a password, personal identification number and other identification to access the service and my/our Account and then I/we will be responsible for the confidentiality and proper use at all times of my/our password, personal identification number, user identification and account number for all transactions initiated through the service.

2.5 I/We agree to notify you immediately of my/our becoming aware of any loss, theft or unauthorized use of my/our password, personal identification number and other user identification, Account or account number, or any unauthorized use of the Internet or any of the market information or data provided.

2.6 I/We acknowledge that any information and data (including news and real time quotes) provided through the Internet relating to securities and the securities market has been obtained from securities exchanges and markets and from other third party service providers appointed by you from time to time and who may or may not be related to you.

I/We further acknowledge and accept that

- such information and data are or may be protected by copyright laws, and are provided for my/our personal non-commercial use only, and I/we may not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of such service providers.
- such information and data are received by you from sources that are believed to be reliable, however the accuracy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by you or by such service providers.

2.7 I/We acknowledge and agree that neither you nor any of the service providers will be liable to me/us for any reliance by me/us on any of the information or data provided through the Internet, nor for the availability, accuracy, completeness or timeliness of such information or data nor for any actions taken or decisions made by me/us in reliance of such information or data.

2.8 I/We acknowledge that all proprietary and copyright and other intellectual property rights in or subsisting in the Internet are your exclusive property or of the relevant service providers, and agree and undertake that I/we shall not, and shall not at any time attempt to, temper with, modify, or otherwise alter in any way, or otherwise access or attempt to gain access to any part of the Internet other than as authorized under this Agreement. I/We further undertake to notify you immediately if I/we become aware that any of such unauthorized use or access to the Internet by any other person.

2.9 I/We agree to pay all subscription, service and use fees, if any, that you may charge from time to time for the use of the Internet.

2.10 Notwithstanding any provision of this Agreement, you shall have the right exercisable at your discretion at any time to terminate, without any liability of me/us, my/our access to the Internet or to any information or data from any service provider or any part of it, without notice and without limitation, for any reason whatsoever, including any unauthorized use by me/us of the service and/or any of the information or data, or any password, personal identification number and other user identification or account number.



2.11 I/We will be responsible to you and indemnify you on demand against any and all claims, demands, actions losses, damages, costs (including legal costs on full indemnity basis) and expenses resulting from any unauthorized use by me/us on the Internet and/or any of the information or data.

### **3. LAWS AND RULES**

3.1 All transactions in securities which you effect on my/our instructions or on my/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 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 me/us.

3.2 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 I/we thereby suffer a pecuniary loss, I/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, I/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.

### **4. TRANSACTIONS**

4.1 You shall act as my/our agent in effecting the Transactions unless you indicate that you are acting as principal.

4.2 I/We acknowledge and agree that I/we shall be solely responsible for all orders communicated through the Internet, 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 me/us, for any claims made with respect to the receipt and execution of any such orders.

4.3 Any orders communicated to you through the Internet will be considered to have been sent by me/us. I/We agree to notify you immediately if I/we:

- do not receive any confirmation (whether by hard copy, electronic or verbal means) that an order communicated by me/us through the service has been received or executed.
- receive a written confirmation of an order or its execution which is not accurate or which I/we did not place.

4.4 I/We understand and agree that you may monitor or record any of my/our electronic, telephone or other means of communication and orders (if necessary) conducted with you.

4.5 You shall have an absolute discretion to accept or reject any orders or the execution of any orders until (as the case may be):

- there is sufficient cleared funds in the Account; or
- there are sufficient securities in the Account, for settlement of the relevant Transaction.

4.6 I/We acknowledge and agree that you and your Group’s directors, officers, employees and agents shall not be responsible or liable for any loss suffered or which may be suffered by me/us arising from any delay or failure to perform any of your obligations hereunder or in the transmission of the Internet or any communication equipment or facilities or to any unauthorized access, tampering, modification or alternation of the Internet and/or the data and information contained therein or to any other cause or causes beyond your control including but not limited to government restriction, exchange or market rulings, suspension of trading, severe weather, earthquakes and strikes, and should I/we experience any problems in communicating with you through Internet, I/we shall use all other alternative means available to me/us to communicate with you.

4.7 I/We acknowledge that all Transactions effect by you pursuant to my/our instructions is a result of my/our judgement and decision and not result from your selection or advice.



4.8 On all Transaction, I/we shall pay your commissions and charges, as notified to me/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 of or in respect of the Transaction. You may deduct such commissions, charges, levies, duties, fees, investor compensation fund levy and expenses from the Account.

4.9 If I/we reside or give any orders to you outside Hong Kong, I/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 my/our orders are given. I/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 my/our residing or giving of any such order outside Hong Kong.

4.10 Unless otherwise agreed, in respect of each Transaction unless you are already holding cash or securities on my/our behalf to settle the Transaction, I/we will

- 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 me/us in relation of that Transaction.

If I/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 my/our behalf to satisfy my/our obligations to you or borrow and/or purchase securities in order to settle the Transaction.

4.11 I/We will be responsible to you and indemnify you on demand against any losses, costs and expenses resulting from my/our purchase securities in order to settle the Transaction.

4.12 I/We hereby agree to pay interest on all overdue balance (including arising after a judgement debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

4.13 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, I/we shall not be responsible to you for the costs of such purchase.

4.14 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling.

4.15 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by me/us unless you shall receive from me/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 as it is dispatched.

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

4.17 You shall be entitled at your absolute discretion to refuse or accept any of my/our instruction and shall not be obliged to give any reason for such refusal.

4.18 If you enter into any Transaction on behalf of my/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 my/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.

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

## **5. DEPOSITION OF SECURITIES**

5.1 Any securities which are held by you for 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 my/our securities.

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

5.3 I/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 my/our obligations to you arising in respect of dealing in securities for me/us.

5.4 I/We expressly authorize that you has the right without notice me/us to dispose the securities of me/us for the purpose of settling any liability owed by me/us to you or your associated entity.

## **6 CASH HELD FOR ME/US**

6.1 I/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 me/us for the purchase of securities in any trust account maintained by you under Section 149 of Securities and Futures Ordinance

I/We hereby expressly waives any or all rights, claim and entitlements to such interest.

6.2 I/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 my/our Account to my/our bank account stated in the Customer Information Statement upon my/our payment or transfer instruction.

## **7 RISK DISCLOSURE STATEMENT**

### **7.1 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.

### **7.2 Risk of trading Growth Enterprise Market Stocks**

Growth Enterprise Market (GEM) stocks involves 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.

I/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 gazette newspapers.

I/We should seek independent professional advice if I/we am/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

### **7.3 Risk of client assets received or held outside Hong Kong**

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 my/our assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.



#### 7.4 Risk of providing an authority to hold mail or to direct mail to third parties

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

#### 7.5 Risk of trading NASDAQ-AMEX securities at The Stock Exchange of Hong Kong Limited

The securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. I/We should consult the licensed or registered person and become familiarized with the PP before trading in the PP securities. I/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.

#### 7.6 Risk on deposit and securities

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

#### 7.7 Risk on commission and other charges

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

#### 7.8 Risk of Internet Trading

I/We acknowledge and accept that the Internet is an inherently unreliable medium of communication and provision of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the services providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. I/We acknowledge that, as a result of such unreliability, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the Internet service or any communication equipment or facilities, errors omissions or delays in the transmission and receipt of orders and other data and information and in execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also risks involved such as in the unauthorized access, tampering, modification or alternation of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including my/our personal data.

#### 7.9 Risk on terms and conditions of contracts

I/We should ask the firm with which I/we deal about the terms and conditions of each securities which I/we am/are trading and associated obligations (e.g. the circumstance under which I/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.

#### 7.10 Risk on transactions in other jurisdictions

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

#### 7.11 Risk on instructions by facsimile

I/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.



## **8 PERSONAL DATA**

8.1 I/We acknowledge that you are subject to the provision of the Personal Data (Privacy) Ordinance, which regulate your use of personal data concerning me/us. I/We confirm that the information set out in the Customer Information Statement is complete, true and correct. I/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 me/us and to verify the information provided with and including my/our bankers, brokers and any credit agency.

8.2 You will keep information relating 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.

8.3 The purposes for which data relating to me/us may be used are as follow:

- opening, administering and continuation of my/our Account;
- the daily operation of the loan facilities provided to me/us;
- making lending and credit analysis decision;
- conducting credit checks and ensuring ongoing credit worthiness of me/us;
- determining the amount of indebtedness owed to or by me/us;
- recovery of any monies owed from or liabilities incurred by me/us and those providing security for my/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.

8.4 Data held by you or your Group relating to me/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 your 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 I/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 me/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.

8.5 I/We acknowledge that under and in accordance with the terms of the Personal Data (Privacy) Ordinance, I/we have the right to:

- check whether you holds data about me/us and the right of access to such data;
- require you to correct any data relating to me/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.

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. I/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.

## **9. GENERAL**



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 of CSC Securities (HK) Limited, at the address set out above and in the case of me/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.

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

9.3 You may at its discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to me/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 me/us within 7 days from the date of such notice.

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

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

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

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.

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

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.

9.10 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other person except with your prior written consent.

## **10 ACKNOWLEDGEMENT**

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

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

10.3 I/We confirm that the terms of this Agreement has been explained to me/us in a language which I/we understand. I/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 servant or agent for error or mistake or misrepresentation, if any, in the explanation to me/us of the terms of this Agreement.

10.4 In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English language version shall prevail. I/We hereby agree and consent to the terms and conditions herein contained and acknowledge receipt of a copy of this Agreement.

## **11 GOVENING LAW**

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.



**DECLARATION BY ME/US**

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

**Name in Block Letter**

**Signature(s)**

\_\_\_\_\_

\_\_\_\_\_ 

\_\_\_\_\_

\_\_\_\_\_

Date:

**DECLARATION BY REPRESENTATIVE**

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 at his/her/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 he/she/they wish(es).

**Name of Representative**

**CE Number**

**Signature of Representative**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:

**IN WITNESS WHEREOF** this Agreement has been entered into on the day and year above written.

**Witness Name**

**Witness Signature**

\_\_\_\_\_

\_\_\_\_\_

CE Number / Occupation \_\_\_\_\_

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

**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.**

**Approved and Accepted by  
CSC Securities (HK) Limited  
Name of Authorized Person**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

A/C NO.:

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( 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**

( INDIVIDUAL 個人 / JOINT 聯名 )


Delete if not applicable 刪除不適用

 ✓ as appropriate 適用請 ✓

1. Name 姓名		In Chinese 中文姓名		
2. Account Name 戶口名稱				
3 Personal Particulars 個人資料				
Date of Birth 出生日期		Sex 性別		Marital Status 婚姻狀況
HKID No. (or Passport No. and country of issue) 身份證或護照號碼			Nationality 國籍	
Residential address 住宅地址		owned 擁有		
_____		<input type="checkbox"/> Approx.net value (less mortgage) of property 估值 (扣除按揭): HK\$ _____		
_____		<input type="checkbox"/> Rented 租用		
_____		<input type="checkbox"/> Living with relative 與親戚同住		
Name of Employer (or if self employed, name of Business) 僱主名稱 (若自僱, 請填業務名稱)				
Work or Business address 工作或商業地址				
Occupation (or type of Business) 職業或業務性質		Year(s) employed 任職年期		Position 職位
Residential Phone No. 住宅電話	Business Phone No. 公司電話	Facsimile No. 傳真號碼	Mobile Phone No. 手提電話	Email 電郵
Address for correspondence and forwarding of confirmations and statements 單據往來地址				
<input type="checkbox"/> Residential address 住宅地址		<input type="checkbox"/> Business address 公司地址		<input type="checkbox"/> Other (specify) 其他 (請註明):

<b>4. (If married) Spouse's Personal Particulars (已婚者) 配偶資料</b>			
Spouse's Name 配偶姓名		Date of Birth 出生日期	
Nationality 國籍	HKID No. (or Passport No. and country of issue) 身份證或護照號碼		
Name of employer (or if self employed, name of Business) 僱主名稱 (若自僱, 請填業務名稱)			
Spouse's Work or Business address 配偶工作或商業地址			
Occupation (or type of Business) 職業或業務性質		Year(s) employed 任職年期	Position 職位
<b>5. Financial Background 財務狀況</b>			
Estimated annual income (in HK\$) 估計年薪 (以港幣計)			
Less than 少於 \$200,000.00	<input type="checkbox"/>	\$1,000,000.00 - \$5,000,000.00	<input type="checkbox"/>
\$200,000.00 - \$500,000.00	<input type="checkbox"/>	\$5,000,000.00 - \$10,000,000.00	<input type="checkbox"/>
\$500,000.00 - \$1,000,000.00	<input type="checkbox"/>	over 多於 \$10,000,000.00	<input type="checkbox"/>
Approximate net value of my assets (in HK\$) (not including place of residence, motor vehicles, furniture, personal belongings and any life insurance policies): 淨資產 (以港幣計) (不包括居住地方、汽車、傢俬、個人物品及人壽保險)			
less than 少於 \$500,000.00	<input type="checkbox"/>	\$10,000,000.00 - \$50,000,000.00	<input type="checkbox"/>
\$500,000.00 - \$3,000,000.00	<input type="checkbox"/>	over 多於 \$50,000,000.00	<input type="checkbox"/>
\$3,000,000.00 - \$10,000,000.00	<input type="checkbox"/>		
<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)			
<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 Broker 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
_____	_____	_____	_____
_____	_____	_____	_____

<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 me including my spouse for or on my behalf or for any other person(s), body or corporation or in which I have 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), 本人包括配偶或本人代表他人、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人實益持有、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>		
Will the account be traded by other person(s) on my/our behalf? Yes <input type="checkbox"/> No <input type="checkbox"/>		
戶口會否授權第三者交易 會 否		
If Yes, please furnish signed Trading Authorization 若會, 請提交交易授權書		
Client's relationship to authorized representative 客戶與授權人關係:		
_____		
<b>10. Joint Account 聯名戶口</b>		
Where the account consists of more than one individual, each of the individuals hereby declares that the account is a joint account with right of survivorship.		
若戶口由多個持有人組成, 各持有人現聲明該戶口是聯名戶口享有生存者之權利		
Customer Initials 客戶簡簽		

<b>11 *Bank Account Information 銀行資料</b>						
<p>All fund payable will be credited to my/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 銀行</u>    <u>Address 地址</u>                      <u>Type of Account 類別</u>    <u>Account Number 賬號</u></p> <p>_____</p>						
<b>12 Declaration 聲明</b>						
<p><b>I hereby declare that I am the ultimate beneficial owner(s) of the account</b> 本人現宣佈本人是該戶口最終實益擁有人</p> <p><b>If not, please state the full name of the actual beneficiary(ies) 若否，請列明實際受益人</b></p> <p>_____</p>						
<p>I confirm that I am not related to any of your directors, officers or employees. 本人確認與 貴公司任何董事、主任及職員無任何關連</p> <p>If related, please state 若有關連，請列明：</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><u>Name 姓名</u></td> <td style="width: 30%;"><u>Company 公司</u></td> <td style="width: 40%;"><u>Relationship 關係</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>	<u>Name 姓名</u>	<u>Company 公司</u>	<u>Relationship 關係</u>	_____	_____	_____
<u>Name 姓名</u>	<u>Company 公司</u>	<u>Relationship 關係</u>				
_____	_____	_____				
<p>I confirm that I am not an employee or a consultant of Licensed Corporation or Registered Institution with the Securities and Futures Commission in Hong Kong. 本人確認本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 border="0" style="width: 100%;"> <tr> <td style="width: 33%;"><u>Name of Corporation</u> <u>機構名稱</u></td> <td style="width: 33%;"><u>CE No</u> <u>註冊編號</u></td> <td style="width: 34%;"><u>Type of Regulated Activity(ies)</u> <u>受規管類別</u></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>	<u>Name of Corporation</u> <u>機構名稱</u>	<u>CE No</u> <u>註冊編號</u>	<u>Type of Regulated Activity(ies)</u> <u>受規管類別</u>	_____	_____	_____
<u>Name of Corporation</u> <u>機構名稱</u>	<u>CE No</u> <u>註冊編號</u>	<u>Type of Regulated Activity(ies)</u> <u>受規管類別</u>				
_____	_____	_____				
<p>I hereby confirm that the information provided in this Customer Information Statement is complete and accurate in all respects. I 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 me. 本人確認本「客戶資料表格」中所載資料均屬完整及正確。本人承諾及保證倘若該等資料有任何重要變更，本人將會立即以書面通知 貴公司。本人特此授權 貴公司對本人之信用進行查詢，以核實本人之財政狀況及投資目標。</p> <p style="text-align: right;">x _____ x </p> <p>Customer's Signature 客戶簽署</p> <p>Print Full Name 客戶姓名</p> <p>Date 日期</p>						