



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

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

**CSC SECURITIES (HK) LIMITED**

**群益證券(香港)有限公司**

### **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. I/We may sustain losses in excess of my/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. I/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, my/our collateral may be liquidated without my/our consent. Moreover, I/we shall remain liable for any resulting deficit in my/our account and interest charged on my/our account. I/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。本人／吾等蒙受的虧蝕可能會超過本人／吾等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，本人／吾等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。假如本人／吾等未能在指定的時間內支付所需的保證金款額或利息，本人／吾等抵押品可能會在未經本人／吾等的同意下被出售。此外，本人／吾等將要為本人／吾等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，本人／吾等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人／吾等。

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**This is an important document. Please read and understand the whole booklet and then sign on the Page 15, 16, 19 and 20.**

**此乃重要文件，敬請閱讀及明瞭整部小冊子，然後在第 15、16、19 及 20 頁簽署。**

## CUSTOMER TRADING AGREEMENT 客戶交易協議

(Margin Account 按揭帳戶)

(Individual 個人/Joint 聯名)

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

I/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

本人 / 吾等（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人 / 吾等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 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 ascertain the financial situation and investment objectives of me/us.

本人 / 吾等確認本協議及「客戶資料表格」中所載資料均屬完整及正確。本人 / 吾等承諾及保證倘若該等資料有任何重要變更，本人 / 吾等將會立即以書面通知 貴公司。本人 / 吾等特此授權貴公司對本人 / 吾等之信用進行查詢，以核實本人 / 吾等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.

貴公司會對本人 / 吾等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 I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account and no one other than me/us has any interest in the Account.

本人 / 吾等現聲明本人 / 吾等是該帳戶之最終受益人及唯一擁有該帳戶之人士。

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.

本人 / 吾等承認 貴公司於業務中可能持有關於個別證券之資料。本人 / 吾等同意 貴公司並無責任向本人 / 吾等披露任何有關資料。

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.

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

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.

倘帳戶包括多於一位人士，則上述每一位人士須共同及個別承擔作為帳戶的責任。若其中任何一位聯名帳戶人士或合伙人辭世或不適合人士，在 貴公司已收到有關死亡或不適合人士的書面通知

的情況下，該位辭世或不適合（視情況而定）的人士，便無需承擔其後的交易之責任。

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.

每一位聯名帳戶持有人現聲明該帳戶是聯名帳戶享有生存者得權。倘若其中一人去世，遺產承繼人或帳戶生存者須立即以書面通知 貴公司有關死訊及提交死亡證及寬免稅項文件等之正本，貴公司亦有完全酌情權要求其它有關文件的正本。

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.

每一位聯名帳戶的持有人，在毋須通知其他聯名帳戶人的情況下，均有權行使所有本協議內的權利、權力及酌情權，及與 貴公司協商。在這情況下，貴公司可根據任何位聯名帳戶持有人有關該 口的指示，而毋須向其他聯名帳戶持有人作出查詢或介定有關聯名帳戶持有人之間的任何財產分配。

1.9 Each of the joint account holders agrees to be bound by this Agreement notwithstanding that any person intend to sign or to be bound by this Agreement may not to be 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).

儘管任何準備簽署本協議或準備受本協議約束的人士不可以簽署或不受本協議之約束，及儘管本協議對任何一位或多位簽署者無效或有不可執行的情況，不論 貴公司是否知悉此問題，每一位聯名帳戶持有人均同意接受本協議之約束本人 / 吾等。

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.

本人 / 吾等不得撤回指示 貴公司將本人 / 吾等在 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，作為抵銷本人 / 吾等在 貴公司之帳戶一切實際或有負債，包括支付買入證券及向第三者支付的費用。

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.

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，亦毋須對本人 / 吾等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 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(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 me/us.

所有代本人 / 吾等進行的證券交易，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人 / 吾等具有約束力。

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 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.

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，以致本人 / 吾等蒙受金錢上的損失，本人 / 吾等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，因此不能保證本人 / 吾等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，本人 / 吾等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 shall as my/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 貴公司將以本人 / 吾等之代理人身份進行交易。

3.2 I/We acknowledge and agree that I/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 me/us, for any claim made with respect to the receipt and execution of any such Transactions.

本人 / 吾等承認及同意本人 / 吾等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人 / 吾等或任何其他經本人 / 吾等索償的人士負責。

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

本人 / 吾等明白及同意 貴公司可以監聽或記錄本人 / 吾等與 貴公司之電話談話內容以供 貴公司核實本人 / 吾等或任何授權人之指示。

3.4 You shall 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 I/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 me/us as a result of any delay, failure or inaccuracy in the transmission or communication of instructions or orders.

本人 / 吾等確認及同意 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，此損失由本人 / 吾等承擔。

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

本人 / 吾等確認由 貴公司根據本人 / 吾等指示進行所有證券交易是根據本人 / 吾等自己的判斷及決定作出，而並非基於 貴公司之選擇或建議而進行交易。

3.7 On all Transactions, 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. 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 貴公司通知本人 / 吾等之交易佣金和收費，本人 / 吾等同意須向 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。 貴公司可以從帳戶中扣除該等佣金、收費、徵費、稅項、費用、投資者賠償基金徵費及支出。

3.8 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.

倘本人 / 吾等住處或向 貴公司發出任何指令的地點為香港以外的地方，本人 / 吾等同意確保及表明該等指令之發出將遵從於本人 / 吾等發出指令的有關司法管轄區的任何及一切適用法律。本人 / 吾等進一步同意於被要求時償付 貴公司可能因本人 / 吾等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 my/our behalf to settle the Transaction, I/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 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.

就每一宗交易，除另有協議外或除非 貴公司已代本人 / 吾等持有所屬現金或證券供交易交收之用，否則本人 / 吾等將會在 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。

倘本人 / 吾等未能這樣做， 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人 / 吾等償還本人 / 吾等對 貴公司的責任。

3.10 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.

本人 / 吾等將會負擔 貴公司及索求即償付 貴公司因本人 / 吾等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, I/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，本人 / 吾等毋須為買入該等證券的費用向 貴公司負責。

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

倘沽盤是有關非由本人 / 吾等擁有的證券，即涉及賣空交易，本人 / 吾等將會通知 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 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 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人 / 吾等確認，除非 貴公司於七天內接獲本人 / 吾等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 me/us as to the amount standing to the debit or credit of the Account.

在無顯然的錯誤出現下，每一張帳戶賬單之中之款項須為最終的借方或貸方結存，對本人 / 吾等均具約束力。

3.15 If you enter into any Transaction on behalf of me/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.

如 貴公司代表本人 / 吾等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人 / 吾等，而本人 / 吾等須承擔有關風險及
- 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，並入帳到本人 / 吾等帳戶。

3.16 I/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，本人 / 吾等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 my/our behalf on any exchanges, for the avoidance of doubt, I/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人 / 吾等名義於交易所買賣股票，為免疑義，本人 / 吾等同意 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 my/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，其目的是為本人 / 吾等持有證券抵押品。

4.2 Where securities collateral are not registered in my/our name, any dividends or other benefits arising in respect of such securities collateral 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 collateral 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.

倘證券抵押品未以本人 / 吾等的名義註冊， 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，須按本人 / 吾等與 貴公司的協議記入本人 / 吾等的帳戶或支付予或轉賬予本人 / 吾等。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， 貴公司有權按本人 / 吾等所佔的比例分配該等證券利益。

4.3 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.

本人 / 吾等明白及同意本人 / 吾等帳戶內證券均受制於 貴公司的全面留置權，以確保本人 / 吾等履行對 貴公司代本人 / 吾等進行證券買賣而產生的責任。

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

本人 / 吾等明確授權 貴公司以解除本人 / 吾等對 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人 / 吾等代表本人 / 吾等處置證券抵押品。

4.5 I/We expressly authorize that you has the right without notice me/us to deposit my/our securities collateral in question with any authorized financial institution as collateral for financial accommodation to you or to deposit my/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 my/our written consent or if I/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 me/us pursuant to the terms of paragraph 9.1 below.

本人 / 吾等明確授權 貴公司在毋須通知本人 / 吾等下將本人 / 吾等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人 / 吾等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：本人 / 吾等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 日向本人 / 吾等發出書面通知，而本人 / 吾等於此到通知後 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。本人 / 吾等可根據下文第 9.1 段隨時撤銷此授權書。

## 5. CASH HELD FOR ME/US (代本人 / 吾等保管的現金)

5.1 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 waive any or all rights, claim and entitlements to such interest.

本人 / 吾等同意 貴公司有權為本身利益收取 貴公司付入或保留於

- 任何信託帳戶中之全部款項及
- 貴公司按證券及期貨條例第 149 條開設之任何信託帳戶中為本人 / 吾等購買證券

而收取之全部款項所產生之全部利息數額。本人 / 吾等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 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.

本人 / 吾等謹此授權 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，由本人 / 吾等在 貴公司之帳戶轉賬或提款至本人 / 吾等在客戶資料表格中的指定銀行戶口。

## 6. FINANCIAL ACCOMMODATION (財務通融)

6.1 I/We acknowledge and accept that the financial accommodation with revolving you grant to me/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.

本人 / 吾等現明白及接納 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人 / 吾等財務通融，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, my/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人 / 吾等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，本人 / 吾等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 I/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 I/we hereby agree and undertakes to pay or provide to you such sums or equivalent securities collateral upon demand by you.

本人 / 吾等再聲明 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，本人 / 吾等亦同意及 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 I/We further acknowledge that you has the right at your discretion without notice me/us to dispose securities collateral in my/our Account in respect of which any margin call is not met in accordance with paragraph 6.3 above.

本人 / 吾等再聲明當本人 / 吾等未能在本條款第 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人 / 吾等處置本人 / 吾等帳戶的證 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 me/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 貴公司對本人 / 吾等產生任何責任。

6.6 I/We acknowledge and accept that market conditions may make it impossible to execute contingent orders, such as “stop-loss” or “stop-limit” orders. I/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, my/our collateral may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our Account and interest charged on my/our Account.

本人 / 吾等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，本人 / 吾等可能會在短時間內被要求存入額外的催繳保證金，本人 / 吾等的證券抵押品可能會在未經本人 / 吾等的同意下被出售。此外，本人 / 吾等將要為本人 / 吾等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 I/We hereby agree to pay interest on the outstanding principal balance (including arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time. Interest will be payable monthly in arrears on the last business of each month.

本人 / 吾等現同意就未償貸款本金 (包括對本人 / 吾等裁定的欠付債務所引起的利息)，按 貴公司不時通知本人 / 吾等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.

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

gazetted newspapers.

I/We should seek independent professional advice if I/we am/are uncertain of or have not understood any aspect 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.

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。

本人 / 吾等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。

假如本人 / 吾等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 my/our securities collateral etc.(提供將本人 / 吾等的證券抵押品等再質押的授權書的風險)

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

If my/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 I/we consent in writing. Moreover, unless I/we am/are a professional investor, my/our authority specify the period for which it is current and be limited to not more than 12 months. If I/we am/are a professional investor, these restrictions do not apply.

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

I/We am/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 me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to me/us the purpose for which one of these authorities is to be used.

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

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If I/we do not require margin facilities or do not wish my/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人 / 吾等的證券或證券抵押品，將本人 / 吾等的證券抵押品再質押以取得財務通融，或將本人 / 吾等的證券抵押品在放為用以履行及清償其交收責任及債務抵押品，存在一定風險。

假如本人 / 吾等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人 / 吾等已就此給予書面同意的情況下方行有效。此外，除非本人 / 吾等是專業投資者，本人 / 吾等的授權書必須指明有效期，而該段有效期不得超逾 12 個月。若本人 / 吾等是專業投資者，則有關限制並不適用。

此外，假如本人 / 吾等的持牌人或註冊人有關授權的期限屆滿前最少 14 日向本人 / 吾等發出有關授權將被視為已續期的提示，而本人 / 吾等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，則本人 / 吾等的授權將會在沒有本人 / 吾等的書面同意下被視為已續期。

現時並無任何法例規定本人 / 吾等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，以便例如向本人 / 吾等提供保證金貸款或獲准將本人 / 吾等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人 / 吾等闡釋將為何種目的而使用授權書。

倘若本人／吾等簽署授權書，而本人／吾等的證券或證券抵押品已借出予或存放於第三方，該等第三方將對本人／吾等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人／吾等的授權書而借出或存放屬本人／吾等的證券或證券抵押品須對本人／吾等負責，但上述持牌人或註冊人的違責行為可能會導致本人／吾等損失本人／吾等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，假如本人／吾等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. I/we may sustain losses in excess of my/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. I/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, my/our collateral may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our account and interest charged on my/our account. I/We should therefore carefully consider whether such a financial arrangement is suitable in light of my/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。本人／吾等所蒙受的虧蝕可能會超過本人／吾等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，本人／吾等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。假如本人／吾等未能在指定的時間內支付所需的保證金款額或利息，本人／吾等抵押品可能會在未經本人／吾等的同意下被出售。此外，本人／吾等將要為本人／吾等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，本人／吾等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人／吾等。

#### 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 my/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，有關本人／吾等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 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.

假如本人／吾等向 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，那麼本人／吾等便須盡速親身收取所有關於本人／吾等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. 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.

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。本人／吾等在買賣該項試驗計劃的證券之前，應先諮詢有關持牌人或交易商的意見和熟悉該項試驗計劃。本人／吾等應知悉，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)

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.

如果本人 / 吾等為在本地或海外進行的交易存放款項或其他證券，本人 / 吾等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，則可認定屬於本人 / 吾等的證券將會如現金般按比例分配予本人 / 吾等。

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

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

在開始交易之前，本人 / 吾等先要清楚瞭解本人 / 吾等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人 / 吾等可獲得的淨利潤（如有）或增加本人 / 吾等的虧損。

#### 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 I/we undertake transactions on an electronic trading system, I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/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。如果本人 / 吾等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，包括有關係統硬件或軟件可能會失靈的風險。系統失靈可能會導致本人 / 吾等的買賣盤不能根據指示執行，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)

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.

本人 / 吾等應向替本人 / 吾等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人 / 吾等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 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 I/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，本人 / 吾等應先行查明有關本人 / 吾等將進行的該項交易的所有規則。本人 / 吾等本身所在地的監管機構，將不能迫使本人 / 吾等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，本人 / 吾等應先向有關商號查詢本人 / 吾等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)

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.

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

## 8 PERSONAL DATA (個人資料)

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.

本人 / 吾等確認 貴公司是根據個人資料 (私隱) 條例監管下使用本人 / 吾等之有關資料。本人 / 吾等亦確認「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，本人 / 吾等將會迅速的以書面通知 貴公司。本人 / 吾等特此授權 貴公司於任何時對本人 / 吾等的信用進行查詢，及與包括本人 / 吾等的銀行、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.

貴公司將會對本人 / 吾等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 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;
- recovering 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.

本人 / 吾等資料可能會用於以下各方面：

- 開立、處理及延續帳戶；
- 向本人 / 吾等提供信貸金額的日常運作；
- 信貸分析；
- 信貸檢查及確證本人 / 吾等有良好信用；
- 確定 貴集團與本人 / 吾等相互間之債務；
- 向本人 / 吾等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 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 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 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.

貴公司或集團會把本人 / 吾等資料保密，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；
- 任何與本人 / 吾等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 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 hold 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.

本人 / 吾等確認根據個人資料（私隱）條例，本人 / 吾等有權：

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

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. 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.

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。本人 / 吾等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 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.

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；倘為本人 / 吾等，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 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.

貴公司有酌情決定權在發出書面通知本人 / 吾等列出該等修訂、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，除非本人 / 吾等在該通知書發出 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 me/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人 / 吾等之任何權利或 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人 / 吾等重覆作出。

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

本協議及所有交易均對本人 / 吾等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 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.

本人 / 吾等除非獲得 貴公司書面批准，否則本人 / 吾等不得將本協議下任何本人 / 吾等之權利及 / 或義務轉讓予任何其他人士。

## **10 ACKNOWLEDGEMENT (確認)**

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.

本人 / 吾等明白及確認交易雖然可帶來商業及 / 或經濟上的利益，本人 / 吾等亦須承擔其商業及 / 或經濟上的風險。

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 clients.

本人 / 吾等同意 貴公司可進行與本人 / 吾等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 I/We confirm that the terms of this Agreement have 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 servants, or agents for error or mistake or misrepresentation, if any, in the explanation to me/us of the terms of this Agreement.

本人 / 吾等確認本協議的條款已用本人 / 吾等明白的語言向本人 / 吾等解釋。本人 / 吾等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. I/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。本人 / 吾等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 ME/US 聲明**

I/We hereby confirm that the above Agreement has been provided to me/us in English/Chinese 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.

本人 / 吾等現在確認上述協議書聲明已按照本人 / 吾等所選擇的語言 (英文或中文) 交付給本人 / 吾等, 而本人 / 吾等亦被邀請閱讀上述協議書及提出問題, 如本人 / 吾等需要, 亦可徵求獨立意見。

Name(s) 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 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).

本人, 群益證券(香港)有限公司之僱員, 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

\_\_\_\_\_

\_\_\_\_\_

## 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**

I/We expressly authorize that you has the right without notice me/us to deposit my/our securities collateral in question with any authorized financial institution as collateral for financial accommodation to you or to deposit my/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 my/our written consent or if I/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 me/us pursuant to the relevant terms mentioned in Customer Trading Agreement.

本人 / 吾等明確授權 貴公司在毋須通知本人 / 吾等下將本人 / 吾等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人 / 吾等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：本人 / 吾等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 日向本人 / 吾等發出書面通知，而本人 / 吾等於此到通知後 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。本人 / 吾等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.:

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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 ✓

<b>1. Name 姓名</b>	<b>In Chinese 中文姓名</b>			
<b>2. Account Name 戶口名稱</b>				
<b>3 Personal Particulars 個人資料</b>				
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	<input type="checkbox"/> 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	E-mail 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>		
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 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</b>	<b>*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><b><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></b></p> <p>_____</p>												
<b>12</b>	<b>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)</b> 若否，請列明實際受益人</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: 33%;"><b>Name 姓名</b></td> <td style="width: 33%;"><b>Company 公司</b></td> <td style="width: 33%;"><b>Relationship 關係</b></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>				<b>Name 姓名</b>	<b>Company 公司</b>	<b>Relationship 關係</b>	_____	_____	_____			
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_____	_____	_____										
<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%;"><b><u>Name of Corporation</u></b></td> <td style="width: 33%;"><b><u>CE No</u></b></td> <td style="width: 33%;"><b><u>Type of Regulated Activity(ies)</u></b></td> </tr> <tr> <td><b><u>機構名稱</u></b></td> <td><b><u>註冊編號</u></b></td> <td><b><u>受規管類別</u></b></td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </table>				<b><u>Name of Corporation</u></b>	<b><u>CE No</u></b>	<b><u>Type of Regulated Activity(ies)</u></b>	<b><u>機構名稱</u></b>	<b><u>註冊編號</u></b>	<b><u>受規管類別</u></b>	_____	_____	_____
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_____	_____	_____										
<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: center;">x _____ x </p> <p>Customer's Signature 客戶簽署  Print Full Name  客戶姓名  Date  日期</p>												