



CUSTOMER TRADING AGREEMENT

客戶交易協議

CORPORATE CASH ACCOUNT

公司現金帳戶

CSC SECURITIES (HK) LIMITED

群益證券(香港)有限公司

Nov 2010 Version

CUSTOMER TRADING AGREEMENT 客戶交易協議

To: CSC Securities (HK) Limited

Registered with the Securities and Futures Commission (“SFC”) as a licensed corporation (CE Number **ACC324**) for Type 1, 2 and 4 regulated activities and an exchange participant of The Stock Exchange of Hong Kong Limited (“SEHK”)

Units 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（中央編號 **ACC324**）專營第 1、2 及 4 類受規管活動及香港聯合交易所有限公司（“聯交所”）的參與者
香港皇后大道中 183 號新紀元廣場中遠大廈 32 樓 3204-07 室

We (particular as set out in the Customer Information Statement) request you to open and operate a cash account (the “Account”) for dealing and/or trading in securities on the following terms and conditions:

本公司（詳細資料列於「客戶資料表格」）要求 貴公司根據下列條款及條件以本公司之名義開立和使用一個現金帳戶（“帳戶”），以進行證券交易及／或買賣：

1. THE ACCOUNT 帳戶

1.1. We hereby confirm that the information provided in this Customer Trading Agreement (the “Agreement”) and in the Customer Information Statement is complete and accurate in all respects. We hereby undertake and covenant with you to notify you in writing forthwith of any material change to that information. You are authorized to conduct credit enquiries to verify the information provided for the purpose of ascertain the financial situation and investment objectives of us.

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

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

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

1.3. We hereby declare that we are the ultimate beneficial owner(s) of the Account, and that we are not related to or associated with any of the employees or agents of you or any companies which is the holding company, subsidiary, associated or related companies of CSC Securities (HK) Limited (the “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 we are or become related to or associated with any of such employees or agents, 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.

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

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

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

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

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

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

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

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

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

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

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

- 1.8. We hereby irrevocably direct you, at any time and with or without written notice to us, notwithstanding any settlement of Account or other matter whatsoever, combine or consolidate or set-off or transfer of any sum standing to the credit of our Account or any securities or other assets or rights in any such Account, in or towards satisfaction of any of our indebtedness, obligations or liabilities whatsoever. Where such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by you to be applicable. For the purpose of exercising the right of set-off or of discharging any liabilities, you may sell or dispose of any of the securities, receivables or monies from time to time held in or for the Account. You shall be under no duty to us as to the price obtained in respect of any such sale or disposal.

關於任何戶口之結算或其他任何事情，本公司不可撤回明確授權 貴公司，無論 貴公司在任何時間有否以書面形式通知本公司， 貴公司將任何本公司在 貴公司帳戶內的未償還款項、證券或其他財產或權利，進行結合、綜合、抵銷或調動，直到本公司能夠滿足 貴公司之任何負債、責任或債務。如上述所指的抵銷、綜合、結合或調動涉及兌換貨幣，則 貴公司有權根據 貴公司所定下的兌換率作出對該貨幣之換算。若 貴公司需行使權利以抵銷或清償任何債務， 貴公司可出售或處理本公司在 貴公司帳戶內的任何證券、應收款項或現金。而有關該等出售或處理所定的價錢 貴公司不會負任何責任。

- 1.9. In addition and without prejudice to any general liens or other similar rights which you may be entitled under law or this Agreement and subject to applicable rules and regulations, including without limitation, the Securities and Futures (Client Securities) Rules (Cap. 571H) and the Securities and Futures (Client Money) Rules (Cap. 571I), you and as agent for any of your Group, at any time with or without notice to us, may combine or consolidate any or all account(s), of any nature whatsoever and either individually or jointly with others, with you or any of the companies in your Group and you may set-off or transfer any monies (in any currency), securities or other property in any such account(s) to satisfy obligations or liabilities of us to you or any of your Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

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貴公司除擁有任何法律或此協議賦予之留置權或其他類似的權利，及受制於適用的規則及規章包括但不限於《證券及期貨(客戶證券)規則》(第 571H 章)及《證券及期貨(客戶款項)規則》(第 571I 章)。貴公司及集團內任何公司可於任何時間，在有否通知本公司的的情況下，均可以任何形式，單獨或聯同他人，結合或綜合本公司在 貴公司或 貴公司集團內任何公司任何或所有帳戶。貴公司亦可抵銷或調動任何現金(任何流通貨幣)，以使本公司能滿足本公司需承擔 貴公司或 貴公司集團公司之任何責任或債務，不論該等責任或債務是真實或有，主要或抵押，有擔保或無擔保，聯名或個別。

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

儘管本協議的任何規定，貴公司有絕對酌情權於任何時間結束帳戶，而毋須提出任何理由，亦毋須對本公司因終止本協議及結束帳戶而負上任何責任。

2. LAWS AND RULES 規則及規例

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

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

- 2.2. In the event that you or your associated person commits a default in relation to securities listed or traded, or to be listed or traded, on a recognized stock market; and related assets of such securities and we thereby suffer a pecuniary loss, we acknowledge and accept that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance (Cap. 571) and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules (Cap. 571AC) and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

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

若 貴公司或 貴公司之相聯人士所犯的違責是關於任何在或將會在認可證券市場上市或交易而犯的及該等證券的有連繫資產而犯的，以致本公司蒙受金錢上的損失，本公司知悉並接納其投資者賠償基金所承擔的法律責任只限於《證券及期貨條例》(第 571 章)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-賠償上限)規則》(第 571AC 章)內所訂的金額上限，因此不能保證本公司在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

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

3. TRANSACTION(S)交易

- 3.1. You will as our agent in effecting the Transaction(s) unless you indicate (in the contract note for the relevant Transaction(s) 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

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易外，否則 貴公司將以本公司之代理人身份進行交易。

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

本公司承認及同意本公司須單獨負責所有交易指令，而 貴公司及任何 貴公司或 貴集團之董事、高級職員或僱員均不須就接獲及執行任何該等指令對本公司或任何其他經本公司索償的人士負責。

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

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

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

貴公司有絕對酌情權接納或拒絕任何指令或執行任何指令，而毋須就此給予任何理由。

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

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

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

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

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

就所有交易而言，每當 貴公司通知本公司之交易佣金和收費，本公司同意須向 貴公司支付以及繳付交易所不時徵收的適用徵費，並繳納所有有關交易的適用印花稅、銀行收費、費用、投資者賠償基金徵費及其他支出。 貴公司可以從戶口中扣除該等佣金、收費、徵費、稅項、費用、投資者賠償基金徵費及支出。

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

倘本公司住處或向 貴公司發出任何指令的地點為香港以外的地方，本公司同意確保及表明該等指令之發出將遵從於本公司發出指令的有關司法管轄區的任何及一切適用法律。本公司進一步同意於被要求時償付 貴公司可能因本公司之住處或發出指令地點在香港以外的地方而引致 貴公司蒙受的任何索償、索求、法律訴訟、費用及支出。

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

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

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

If we fail to do so, you may without any liability on your part, where applicable, sell the purchased securities and/or any other securities which you are already holding on our behalf to satisfy our obligations to you or borrow and/or purchase securities in order to settle the Transaction.

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

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

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

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

本公司將會負擔 貴公司及索求即償付 貴公司因本公司未進行交收而引起的任何損失、費用及開支。

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

本公司僅此同意就有逾期未付款項（包括對本公司裁定的欠付債務所引起的利息），按 貴公司不時通知本公司的利率及其他條款支付利息。

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

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

- 3.13. We shall notify you when a sale order relates to securities which are not held by you on our behalf or we do not own i.e. involves short selling.

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

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

於任何通告、賬單、確認書或其他通訊所指或提及之每一項交易須被視為正確及經由本公司確認，除非 貴公司於七天內接獲本公司所作之相反的書面通知。任何通告、賬單、確認書或其他通訊將被視為已經收妥，若：(a) 以專人遞送，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。

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

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

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

- any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be for our Account and risk; and

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- when such Transaction is sold, set off or otherwise liquidated, you may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by you on the basis of the then prevailing market rates of exchange for such foreign currency.

如 貴公司代表本公司以帳戶貨幣之外的任何交易施行貨幣，屆時：

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

- 3.17. We should make the necessary enquiries and be fully aware of the characteristics, trading and settlement arrangement, fee and commission, etc of the Transaction(s) before placing such order(s).

在落盤前，本公司須查詢及完全明瞭其證券交易之特點、交易及結算之安排、收費及佣金等。

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

若 貴公司指示第三者以本公司名義於交易所買賣股票，為免疑義，本公司同意以 貴公司認為在合於法令規定下攤分交易之佣金、收取退款、或接受其他跟該交易有關的款項。

4. INTERNET TRADING 網上交易

- 4.1. We consent to use the Internet for on-line trading and as a medium of communication with you and to transmit or receive information, data and documentation to us. We understand that on-line trading and services is the principal mean to place orders or instructions to you or for communication purpose. Furthermore, We may use any other available means of communication e.g. telephone calls.

本公司同意使用互聯網作為網上交易及網上通訊，轉遞資訊、數據及文件給本公司的媒體。本公司明白網上交易及服務為主要交易或通訊媒體，但本公司仍可使用其他可行的聯擊方法，如電話。

- 4.2. 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 us, and understand the terms of which may be amended from time to time and which shall be binding on us in respect of 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.

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

- 4.3. We agree to use the Internet service only in accordance with the terms of this Agreement and the terms of your website (www.e-capital.com.hk).

本公司同意只根據本協議的條款及 貴公司的網站規定使用網上服務(www.e-capital.com.hk)。

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

本公司為網上服務的唯一獲授權用戶，並承認該服務可能需要本公司使用各種識別及存取代

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碼，包括密碼、私人識別碼及其他用戶識別號碼，以取用該服務及本公司的帳戶。而本公司對本公司就所有透過該服務而產生的交易之密碼、私人識別碼、用戶識別及帳戶號碼的保密及恰當使用於任何時間都會負全責及負責所有透過該服務而產生的交易。

- 4.5. We agree to notify you immediately of our becoming aware of any loss, theft or unauthorized use of 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.

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

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

We further acknowledge and accept that

- such information and data are or may be protected by copyright laws, and are provided for our personal non-commercial use only, and 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 you, the exchanges or service providers; and
- such information and data are received by you from sources that are believed to be reliable, however the accuracy, adequacy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by you, the exchanges or service providers.

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

本公司進一步承認及接受：

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

- 4.7. We acknowledge and agree that neither you nor any of the service providers will be liable to us for any reliance by 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 us in reliance of such information or data.

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

- 4.8. 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 we 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. We further undertake to notify you immediately if we become aware that any of such unauthorized use or access to the Internet service by any other person.

本公司承認網上服務的一切所有權及版權及其他知識版權均為 貴公司專屬的資產或是屬於有關服務提供者的，並同意及承諾除本協議所授權外，本公司不得於任何時間企圖竄改、變更、或另行以任何形式更改，或另行取用或企圖得到取用互聯網服務任何部份。本公司更承諾倘知

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悉出現任何其他人士的任何該等不獲授權的使用或取用互聯網服務時，即時通知 貴公司。

- 4.9. 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 service.

本公司同意支付一切 貴公司可不時就使用網上服務而收取的申領、服務及使用費。

- 4.10. Notwithstanding any provision of this Agreement, you shall have the right exercisable at your discretion at any time to terminate, without any liability of us, our access to the Internet service 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 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.

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

- 4.11. 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 us on the Internet and/or any of the information or data.

本公司將負擔 貴公司及於被要求時償付 貴公司任何及一切因本公司之任何未獲授權而使用網上服務及／或任何資料或數據而引起的索償、索求、訴訟、損失、損害賠償、費用（包括以完全補償基準計算的訴訟費及開支）及支出。

5. DEPOSITION OF SECURITIES 處置證券

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

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

由 貴公司寄存妥為保管的任何證券抵押品， 貴公司可以酌情決定：

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

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

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

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

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

- 5.4. We expressly authorize that you have the right without notice us to dispose the securities

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collateral of us for the purpose of settling any liability owed by us to you or your associated entity.

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

6. CASH HELD FOR US 代本公司保管的現金

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

- all amounts in any trust account; and
- all amounts received for or on account of us for the purchase of securities in any trust account maintained by you under Section 149 of Securities and Futures Ordinance (Cap.571).

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

本公司同意 貴公司有權為本身利益收取 貴公司付入或保留於

- 任何信託戶口中之全部款項；及
- 貴公司按《證券及期貨條例》(第 571 章)第 149 條開設之任何信託戶口中為本公司購買證券；

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

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

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

7. RISK DISCLOSURE STATEMENT 風險披露聲明

7.1. Risk of securities trading 證券交易的風險

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

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

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

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

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

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

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

trading of GEM stocks.

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

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

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

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

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

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

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

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

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

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

7.5. Risk of trading NASDAQ-AMEX securities at The Stock Exchange of Hong Kong Limited 在香港聯合交易所有限公司買賣納斯達克—美國證券交易所證券的風險

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

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

7.6. Risk on deposit cash and securities 存放的現金及證券的風險

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

如果本公司為在本地或海外進行的交易存放款項或其他證券，本公司應瞭解清楚該等款項或證

券會獲得那些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或證券一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或證券如有不足之數，則可認定屬於本公司的證券將會如現金般按比例分配予本公司。

7.7. Risk on commission and other charges 佣金及其他收費的風險

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

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

7.8. Risk on electronic trading 電子交易的風險

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

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

7.9. Risk of internet trading 網上交易的風險

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. 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 our personal data.

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

7.10. Risk on terms and conditions of contracts 合約的條款及細則

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

本公司應向替本公司進行交易的商號查詢所買賣的有關每一證券的條款及細則，以及有關責任（例如在什麼情況下本公司或會有責任就證券的相關資產進行交收）。交易所或上市公司在某些

情況下，或會修改現有證券細則，以反映該證券相關資產的變化。

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

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

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

7.12. Risk on instructions by facsimile 電傳指示的風險

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

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

7.13. Currency risks 貨幣風險

We should consider the profit or loss in Transaction(s) in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

本公司已考慮以外幣計算的證券買賣所帶來的利潤或招致的虧損(不論交易是否在本公司所在的司法管轄區或其他地區進行)，本公司均會在需要將證券的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

7.14. Trading facilities 交易設施

We should understand the electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Our ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: We should ask the firm with which you deal for details in this respect.

本公司已清楚瞭解電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施系統均有可能會暫時中斷或失靈，而本公司已明白就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本公司應向為本公司進行交易的商號查詢這方面的詳情。

7.15. Off-exchange transactions 場外交易

We should consider that in some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange Transaction(s). The firm with which our deal may be acting as our counterparty to the transaction. It may be difficult or impossible to liquidate

an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, we acknowledge that these Transactions may involve increased risks. Off-exchange Transaction(s) may be less regulated or subject to a separate regulatory regime. Before undertake such Transaction(s), we should familiarise ourselves with applicable rules and attendant risks.

本公司瞭解到在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。為本公司進行場外交易的商號可能是本公司所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法找到交易對手、評估價值、釐定公平價格又或評估風險。因此，本公司瞭解到這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照相同的監管制度；因此，本公司在進行該等交易前，應先瞭解適用的規則和有關的風險。

8. PERSONAL DATA 個人資料

- 8.1. We acknowledge that you are subject to the provision of the Personal Data (Privacy) Ordinance (Cap. 486), which regulate your use of personal data concerning us. We confirm that the information set out in the Customer Information Statement is complete, true and correct. We undertake to promptly inform you in writing of any changes to that information. You are also authorized at any time to conduct credit enquiries on us and to verify the information provided with and including our bankers, brokers and any credit agency.

本公司確認 貴公司是根據《個人資料（私隱）條例》(第 486 章)監管下使用本公司之有關資料。本公司亦確認「客戶資料表格」所載資料均屬完整、真實及正確。倘該等資料有任何變更，本公司將會迅速的以書面通知 貴公司。本公司特此授權 貴公司於任何時對本公司的信用進行查詢，及與包括本公司的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

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

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

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

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

本公司資料可能會用於以下各方面：

- 開立、處理及延續帳戶；
- 向本公司提供信貸金額的日常運作；
- 信貸分析；
- 信貸檢查及確證本公司有良好信用；
- 確定 貴集團與本公司相互間之債務；

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- 向本公司或其擔保人追收欠款；
- 根據 貴集團須遵守的條例而作出披露；及／或
- 與上述有關的其他用途。

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

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

貴公司或集團會把本公司資料保密，但可能會將其資料提供予：

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

8.5. We acknowledge that under and in accordance with the terms of the Personal Data (Privacy) Ordinance (Cap. 486), we have the right to:

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

本公司確認根據《個人資料（私隱）條例》（第 486 章），本公司有權：

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

8.6. In accordance with the terms of the Personal Data (Privacy) Ordinance (Cap. 486), you have the right to charge a reasonable fee for the processing of any data access request. We request for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed to your Legal Compliance Department at Units 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, No. 183 Queen's Road Central, Hong Kong.

根據《個人資料(私隱)條例》(第 486 章)規定， 貴公司對處理索取資料的要求有權收取合理費用。本公司欲索取資料或改正資料或欲知道 貴公司對資料的政策及實際上如何運用及持有什麼資料，會向 貴公司法務部查詢，地址為香港皇后大道中 183 號新紀元廣場中遠大廈 32

樓 3204-07 室。

9. GENERAL 一般條款

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

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

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

有關在本協議上所產生的之任何事項上，時間將是要素。

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

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

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

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

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

本協議內的聲明、保證及承諾在本協議期間將被視為由本公司重覆作出。

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

本協議及所有交易均對本公司有有效及合法之約束力。

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

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

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

對不活躍的帳戶， 貴公司保留徵收維持費的權利，該費用由 貴公司不時釐定。

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

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

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

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

10. TERM, TERMINATION AND EFFECT 有效期、終止及效力

10.1. Term 有效期

We agree that this Agreement shall be deemed to take effect upon first approval by you and shall continue until the termination of this Agreement unless otherwise terminated pursuant to clause 10.2 of this Agreement.

本協議將被視為由本公司被許可使用或接受本服務的當日起生效，直至被終止為止，除非依據本協議第 10.2 條予以終止。

10.2. Termination and Effect 終止及效力

- 10.2.1. This Agreement shall continue in effect until terminated by either party giving not less than seven (7) business days prior written notice to the other.

本協議持續有效，除非本協議任何一方發出不少於七個營業日的事前書面通知，述明該方擬終止之帳戶，則作別論。

- 10.2.2. You may terminate this Agreement forthwith at any time without notice to us if we breach any term of this Agreement or if our use of or actions in connection with the service are inappropriate in your reasonable opinion.

如本公司違反本協議的任何條款，或 貴公司合理地認為本公司就有關本服務的使用或行動是並不合適的話， 貴公司可即時終止本協議而毋須給予任何事先的聲明。

- 10.2.3. Termination of this Agreement shall not affect any rights or obligations of either parties which may already have arisen or any contractual provisions intended to survive termination.

任何撤銷或終止通知，將不會影響雙方當時已存在的權利及義務。

- 10.2.4. Notwithstanding clause 10.2.1 above, we shall have no right to terminate this Agreement if we have open positions or outstanding liabilities or obligations.

姑勿論以上第 10.2.1 條允許，若客戶仍持有未平倉期貨合約或未清償所有欠款或解除責任，本協議不能由客戶提出撤銷或終止。

- 10.2.5. Either party may terminate this Agreement immediately on giving written notice if: -

任何一方可因下列原因終止本協議或給予對方通知：-

- 10.2.5.1. Either party commits a material breach of this Agreement and that breach is not capable of remedy or is capable of remedy but is not remedied within 30 days upon being served with a notice on the other party specifying the breach and requesting that it be remedied;

任何一方嚴重違約而未能於通知後 30 天內作全部或部份補救。

- 10.2.5.2. The SFC imposes obligations on you that restrict or prohibit you from performing all or any of your obligations under this Agreement.

證監會加於 貴公司之責任限制或禁止 貴公司履行本協議條款。

- 10.2.6. This Agreement shall automatically terminate if:

本協議將自動終止如：

- 10.2.6.1. Any one party to this Agreement has a receiver appointed to all or substantially all or its assets of if an order shall be made or a resolution passed for its winding-up, unless such order or resolution is part of a scheme for amalgamation or reconstruction;

任何一方全部或大部份資產被委派清盤令或清盤接管或清盤議決被通過，除非該命令或議決是公司重組一部份。

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- 10.2.7. Upon the effective date of termination of this Agreement: (i) all licences access to the services and other rights and privileges granted to us will be terminated; (ii) We will not be entitled to a refund of any Fees which have been paid in advance on the termination of this Agreement.

在終止本協議生效時：(i)根據本協議而向本公司授予的許可、權利或特權將會即時無效；及(ii)本公司將不可取回在終止本協議之前所支付的預繳費用。

11. ACKNOWLEDGEMENT 確認

- 11.1. We acknowledge and understand that though commercial or economic benefit may be gained from the Transaction(s), we will also bear economic and/or commercial risk associated with such Transaction(s).

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

- 11.2. You may take the opposite position to our Transaction(s) whether it is on your own account or on behalf of your other clients.

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

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

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

- 11.4. In the event that we are trading for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with our clients, this clause shall apply. We hereby agree to, without affecting any other provisions of this Agreement, in connection with any lawful request for information made to you by the relevant exchange, the SFC and any other regulatory bodies in respect of any transaction relating to our account with you, abide by the following provisions:

- (a) We shall immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to us) of the person with the ultimate beneficial interest in the transaction. We shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction.
- (b) (i) If we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed us to effect the transaction.
- (ii) If we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, we shall, as soon as practicable, inform you when our discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where our investment discretion has been overridden, we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators the identity, address, occupation and contact details of the person(s) who has or have

given the instruction in relation to the transaction.

- (c) If we are aware that our client is acting as intermediary for its underlying client(s), and we do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, we confirm that:-
- We have arrangements in place with our client which entitle us to obtain the information set out in paragraph (a) and/or (b) from our client immediately upon request or procure that it be so obtained; and
 - We will, upon request from you in relation to transaction, promptly request the information set out in clause (a) and/or (b) from our client on whose instructions the transaction was effected, and provide the information to the Hong Kong regulators as soon as it is received from our client or procure that it be so provided.

如本公司是代客戶進行買賣，不論是否受客戶全權委託、以代理人身份抑或以當事人身份與本公司之客戶進行對盤交易，則本條款適用本公司。在不影響本協議任何條文的情況下，本公司同意就 貴公司就接獲有關交易所、證監會及任何其他監管機構，提出關於任何賬戶的任何交易資料的任何合法要求時，須遵守下列規定：

- (a) 在符合下列規定下，本公司須按 貴公司要求（此要求應包括香港監管機構的聯絡詳情），立即知會香港監管機構有關所進行交易之戶口所屬客戶及（據本公司所知）該宗交易的最終受益人的身份、地址、職業及聯絡資料。本公司亦須知會香港監管機構任何發起有關交易的第三者（如與客戶/最終受益人不同者）的身份、地址、職業及聯絡資料。
- (b) (i) 若本公司是為集合投資計劃、全權委託戶口或全權信託進行交易，本公司須按 貴公司要求（該要求應包括香港監管機構的聯絡詳情），立即知會香港監管機構有關該計劃、戶口或信託的身份、地址及聯絡資料及（如適用）有關該名代表該計劃、戶口或信託向本公司發出交易指示的人士的身份、地址、職業及聯絡資料。
- (ii) 若本公司是為集合投資計劃、全權委託戶口或全權信託進行交易，本公司在本公司全權代表該計劃、戶口或信託進行投資的權力已予撤銷時須在盡快可行的情況下通知 貴公司。在本公司全權代客投資的權力已予撤銷的情況下，本公司須按 貴公司要求（該要求應包括香港監管機構的聯絡詳情），立即知會香港監管機構有關該名/或多名曾向本公司發出有關交易指示的人士的身份、地址、職業及聯絡資料。
- (c) 若本公司知悉本公司之客戶乃作為其本身客戶之中介人進行交易，但本公司並不知道有關交易所涉及其本身客戶之身份、地址、職業及聯絡資料，則：
- 本公司須與本公司之客戶作出安排，讓本公司可按要求立即向本公司之客戶取得第(a)及/或(b)段的資料，或促使取得有關資料；及
 - 本公司將按 貴公司就有關交易提出的要求，即行要求或促使向本公司發出交易指示的客戶提供(a)及/或(b)段的資料，及在收到本公司之客戶所提交的資料後即呈交予香港監管機構。

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

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

12. GOVERNING LAW 管轄之法律

12.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China 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中華人民共和國香港特別行政區法律管轄，協議各方在此承認香港法庭之非獨有審判權。

CSC SECURITIES (HK) LIMITED

DECLARATION BY CLIENT 客戶聲明

We hereby confirm that the Risk Disclosure Statement as set out in the Agreement have been provided to us in English/Chinese at our own choice and that we have been invited to read the Risk Disclosure Statement, to ask questions and to seek independent advice if we wish.

本公司現在確認載於本協議的風險披露聲明已按照本公司所選擇的語言（英文或中文）交付給本公司，而本公司亦被邀請閱讀風險披露聲明並提出問題，如本公司需要，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 Risk Disclosure Statement as set out in the Agreement have been provided to the abovementioned person(s) in English/Chinese at their own choice and that the abovementioned person(s) has/have been invited to read the Risk Disclosure Statement, to ask questions and to seek independent advice if they wish(es).

本人，群益證券(香港)有限公司之代表，謹此聲明，本人已按照上述人士所選擇的語言（英文或中文）提供載於本協議的風險披露聲明，亦曾邀請上述人士閱讀及風險披露聲明、提出問題並徵求獨立意見(如上述人士有此意願)。

Name of Representative
代表姓名

CE Number
中央編號

Signature of Representative
代表簽署

Date 日期：



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 Responsible Officer 負責人員

Signature(s) 簽署

Ms. Yeung Luk Mei, Venus 楊綠薇女士

Date 日期：

