



Customer Trading Agreement
客戶交易協議

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

Corporate Account
公司帳戶

CSC SECURITIES (HK) LIMITED

群益證券(香港)有限公司



**CUSTOMER TRADING AGREEMENT
(Custody - Internet Trading Account)
(Corporation)**

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

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

1. THE ACCOUNT

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

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

1.3 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 companies, subsidiaries, associated and related companies of CSC Securities (HK) Limited (“Group”) including without limitation as a spouse or as a child under 18 years or as a cohabitant or adopted child/parent (no matter whether formally adopted under the Adoption Ordinance or otherwise) of such employees or agents and agree that if 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

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.

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

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

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

The certified copy resolutions provided by us to you with this Agreement were duly passed at a 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 in full force and effect.

1.8 Any intended change of the Authorized Person by us shall only become effective from the date of the actual receipt by you or the relevant board resolutions duly signed by us or other evidence of authorisation satisfactory to you.

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

2. INTERNET

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

2.2 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.

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

2.4 We will be the only authorized user of the Internet, 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.

2.5 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.

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

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 such service providers.
- such information and data are received by you from sources that are believed to be reliable, however the accuracy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by you or by such service providers.

2.7 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.

2.8 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, and shall not at any time attempt to, temper with, modify, or otherwise alter in any way, or otherwise access or attempt to gain access to any part of the Internet other than as authorized under this Agreement. We further undertake to notify you immediately if we become aware that any of such unauthorized use or access to the Internet by any other person.

2.9 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.

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

2.11 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.

3. LAWS AND RULES

3.1 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 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.

3.2 In the event that you or your associated person commits a default in relation to securities listed or traded, or to be listed or traded, on a recognized stock market; and related assets of such securities and we thereby suffer a pecuniary loss, we acknowledge and accept that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation and will be



subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

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

4. TRANSACTIONS

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

4.2 We acknowledge and agree that we shall be solely responsible for all orders communicated through the Internet, and neither you nor any of the directors, officers or employees of your Group shall be liable to us, or to any other person claiming under or through us, for any claims made with respect to the receipt and execution of any such orders.

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

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

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

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

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

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

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

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

4.9 If 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.

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

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

by such time as you have notified 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.



4.11 We will 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.

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

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

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

4.15 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by 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 as it is dispatched.

4.16 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.

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

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

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

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

5. DEPOSITION OF SECURITIES

5.1 Any securities which are held by you for safekeeping may, at your discretion:

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

5.2 Where securities are not registered in our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to our Account or paid or transferred to us, as agreed with you. Where the securities 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.

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.

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

6 CASH HELD FOR US

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.

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



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.

7 RISK DISCLOSURE STATEMENT

7.1 Risk of securities trading

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

7.2 Risk of trading Growth Enterprise Market Stocks

Growth Enterprise Market (GEM) stocks 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.

7.3 Risk of client assets received or held outside Hong Kong

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

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

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.

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

The securities under the Nasdaq-Amex Pilot Program (“PP”) are aimed at sophisticated investors. 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.

7.6 Risk on deposit and securities

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

7.7 Risk on commission and other charges

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

7.8 Risk of Internet Trading

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.

7.9 Risk on terms and conditions of contracts

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.

7.10 Risk on transactions in other jurisdictions

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 transactions. Our local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where our transactions have been effected. We should ask the firm with which we deal for details about the types of redress available in both the home jurisdiction and other relevant jurisdictions before you start to trade.

7.11 Risk on instructions by facsimile

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 responsibility for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by facsimile.

8 PERSONAL DATA

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

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

8.3 The purposes for which data relating to 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;
- recovery 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.

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 your or your Group in connection with the operation of its or their business;
- any other person under a duty of confidentiality to you or your Group, including a group company of your Group, which has undertaken to keep such information confidential;



- any bank or financial institution with which we have or propose to have dealings;
- 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.

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

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

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

9. GENERAL

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

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

9.3 You may at its discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to 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.

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

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

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

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

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

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

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

10. ACKNOWLEDGEMENT BY US

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

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

10.3 We confirm that the terms of this Agreement has 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 servant or agent for error or mistake or misrepresentation, if any, in the explanation to us of the terms of this Agreement.

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

11 GOVENING LAW

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



DECLARATION BY US

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

Name in Block Letter

Signature(s)

_____ 

Date:

DECLARATION BY REPRESENTATIVE

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

Name of Representative

CE Number

Signature of Representative

Date:

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

Witness Name

Witness Signature

CE Number / Occupation _____

Address: _____

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

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

Signature



CERTIFIED COPY RESOLUTION

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

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

- 1 Resolved, that the Corporation is authorized to establish a securities custody Internet Trading Account(s) with CSC Securities (HK) Limited through its internet website and other electronic means for the purpose of dealing and/or trading in securities; and
- 2 Resolved, further that the relevant Customer Trading Agreement (“Agreement”) be and are hereby approved and that the Authorized Person(s) listed below is/are authorized to execute the Agreement in written on our behalf; and
- 3 Resolved, further that CSC Securities (HK) Limited be given a list (the List”) of the name of Authorized Person(s) of the Corporation (together with their signatures and particulars of any required signing arrangements) authorized to give oral or written instructions on our behalf.

The List

Name of Authorized Person(s) referred to in Resolution (2) and (3) above.

	Name(s)	Position(s)	Specimen Signature(s)
1			
2			
3			
4			
5			

Written Instruction

Given by any _____ of the above signatories will be valid

Oral Instruction

Given by any one of _____ will be valid

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

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

Date 日期:

Chairman of the Meeting

Director/ Company Secretary

A/C NO.:

|_|_|_|_|_|_|_|_|_|

(for office use only)

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

CUSTOMER INFORMATION STATEMENT
客戶資料表格

(**CORPORATE** 公司)

Delete if not applicable 刪除不適用

✓ as appropriate 適用請 ✓

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


4. Financial Background 財務狀況			
Paid-up Capital 繳足股本		Net Asset Value (in HK\$) 淨資產值 (以港幣計)	
Net Profit (after tax) in preceding 3 years 以上三年除稅後溢利			
Year 年份	_____	HK\$ 港幣	_____
Year 年份	_____	HK\$ 港幣	_____
Year 年份	_____	HK\$ 港幣	_____
Address of property(ies) owned 物業地址			
1. _____			
2. _____			
5. Corporate Structure 公司結構			
The individuals who hold 10% or more of the ultimate beneficial interest of the Company (not applicable to public listed companies) 有百分之十或以上之公司最終權益擁有人 (上市公司不用填寫)			
<u>Name(s)</u> 姓名	<u>Address</u> 地址	<u>(%)</u> 百份率	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Particular of Director(s) of the company 董事資料細節			
<u>Name(s)</u> 姓名	<u>Address</u> 地址	<u>HKID No.(s)</u> 身份證號碼	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
6. Credit Reference 信貸參考			
Bank references (including address, type of account and account number) 銀行提述 (包括地址、戶口類別及號碼)			
<u>Name of Bank(s)</u> 銀行名稱	<u>Address</u> 地址	<u>Type of Account</u> 戶口類別	<u>Account No.(s)</u> 戶口號碼
_____	_____	_____	_____
_____	_____	_____	_____
Other Brokerage or Dealer references (including address, type of account (eg. cash or margin and nature of securities) and account number): 其他經紀或交易商提述 (包括地址、戶口類別 (現金或按金及證券性質) 及戶口號碼)			
<u>Name of Broker(s)</u> 經紀名稱	<u>Address</u> 地址	<u>Type of Account</u> 戶口類別	<u>Account No(s)</u> 戶口號碼
_____	_____	_____	_____
_____	_____	_____	_____

7 Investment Objectives and Experience 投資目的及經驗			
Investment Objectives 投資目的			
Capital Investment and Income 資本投資及收入	<input type="checkbox"/>	Hedging 對沖	<input type="checkbox"/>
Speculation 投機	<input type="checkbox"/>	Other (specify) 其他 (請註明):	<input type="checkbox"/>

Investment Experience 投資經驗			
Products 商品	<u>Years</u> 年份	<u>Average Portfolio Value (HK\$)</u> 平均貨值 (以港幣計)	
Stock, Shares, Debentures or other Securities 股票、債券及其他證券	_____	_____	
Leveraged Foreign Exchange 槓桿外匯	_____	_____	
Precious Metals 貴重金屬	_____	_____	
Futures/Option 期貨 / 期權	_____	_____	
Others 其他 : (specify 請註明)	_____	_____	

Other relevant investment experience: 其他有關投資經驗			

8. Other Accounts 其他戶口			
Particulars of any and all other accounts (whether individual, joint , corporate, trustee) beneficially held, owned or operated by the Company, its subsidiaries or related companies for or on its or their behalf or for any another person(s), body or corporation or in which the Company, its subsidiaries or related companies has an interest (whether direct or indirect) with CSC Securities (HK) Limited or any of its subsidiaries or associated companies			
其他戶口詳情(無論個人、聯名、公司、託管), 本公司或本公司代表他人、公司、有直接或間接利益在群益證券(香港)有限公司及其附屬或聯營公司由本公司實益持有、擁有或運作。			
<u>Account Name(s) 戶口名稱</u>		<u>Account Number(s) 戶口號碼</u>	
_____		_____	
_____		_____	
9 Trading Authorization 交易授權			
The following person(s) is or are authorized on behalf of the Company to give written and / or oral instructions in relation to the trading of the account. 本公司現授權下列人士以書面或口頭指示在本戶口進行交易事宜			
<u>Name(s) (English & Chinese)</u> 姓名 (中文及英文)	<u>HKID or Passport No(s).</u> 香港身份證或護照號碼	<u>Phone No(s).</u> 電話號碼	<u>Signature(s)</u> 簽署 
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

LETTER OF GUARANTEE

In consideration of CSC SECURITIES (HK) LIMITED, CSC FINANCIAL SERVICES LTD and CSC FUTURES (HK) LTD (hereinafter referred to individually as the "Company" and together as the "Companies"), making or continuing advances or otherwise giving credit or affording credit and finance facilities for as long as each Company may think fit to

(hereinafter called "the Customer"), *I/We, the undersigned _____
(Guarantor's Name)

(hereinafter called "the Guarantor" which expression shall where applicable include the Guarantor and his/her/their respective executors, administrators and successors) hereby jointly and severally guarantee the payment of and agree to pay and satisfy to each Company on demand all and every sums of money and liabilities which are now or shall at any time hereafter be owing or incurred to each Company from or by the Customer on any account of the Customer with each Company or in any manner whatsoever (and without prejudice to the generality of the foregoing, any reference to an account shall include any account which the Customer may hereafter open or reopen with any of the Companies) whether as principal or surety and whether solely or jointly with any other person, firm or corporation or from any firm in which the Customer may be a partner and in whatever name style or firm including but not limited to the amount of notes or bills discounted or paid and other loans credits or advances made to or for the accommodation or at the request either of the Customer solely or jointly with any other person firm or corporation or of any such firm as aforesaid or for any money for which the Customer may be liable as surety or in any other way whatsoever together with interest on all such moneys debts and liabilities at such rate or rates as may from time to time be charged by each Company and all handling charges legal and other costs charges and expenses.

PROVIDED that *the liability of the Guarantor to each Company hereunder shall be unlimited/the amount recoverable by each Company from the Guarantor hereunder is limited to the principal sum of _____
(Amount in figures)

(Amount in words) Guarantor's initial

for each Company with interest thereon at such rate or rates as each Company may from time to time charge from the date of demand or the date of discontinuance by the Guarantor of this Guarantee until payment.

Further and without prejudice to the generalities of the foregoing, the Guarantor hereby further agrees and undertakes with each Company as follows:

1. This guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Customer to any Company upon any such account as hereinbefore mentioned.
2. This guarantee shall be binding as a continuing security on the Guarantor until the expiration of three calendar months after he or in case of his dying or becoming under disability his executors, administrators or legal representatives (as the case may be) shall have given to any Company with which the Customer has an account notice in writing to discontinue and determine the same. However, such determination shall not release the Guarantor in respect of any liability undertaken or incurred by any Company during the currency of this guarantee but not maturing till after the determination of this guarantee.
3. In the event of this guarantee ceasing from any cause whatsoever to be binding as a continuing security on the Guarantor, each Company shall be at liberty without thereby affecting its rights hereunder to open a fresh account or accounts and to continue any then existing account with the Customer and no money paid from time to time into any such account or accounts by or on behalf of the Customer and subsequently drawn out by the Customer shall on settlement of any claim in respect of this guarantee be appropriated towards or have the effect of payment of any part of the money due from the Customer at the time of this guarantee ceasing to be so binding as a continuing security or of the interest thereon unless the person or persons paying in the money shall at the time in writing direct each Company specially to appropriate the money to that purpose.

(*delete where not applicable)

4. Any admission or acknowledgement in writing by the Customer or by any person authorized by the Customer of the amount of indebtedness of the Customer to any Company and any judgment recovered by that Company against the Customer in respect of such indebtedness shall be binding and conclusive on and against the Guarantor in all courts of laws and elsewhere. Further, a certificate by an officer of any Company as to the money and liabilities for the time being due or incurred to that Company from or by the Customer shall be conclusive evidence against the Guarantor in all courts of law and elsewhere.
5. Each Company shall be at liberty without thereby affecting that Company's rights against the Guarantor hereunder at any time to determine enlarge or vary and credit to the Customer to vary exchange abstain from perfecting or release any or the rights of any other Company against the Guarantor hereunder other securities held or to be held by such Company for or on account of the moneys intended to be hereby secured or any part thereof to renew bills and promissory notes in any manner and to compound with give time for payment to accept compositions from and make any other arrangements with the Customer or any obligations on bills, notes or other securities held or to be held by such Company for and on behalf of the Customer.
6. The Guarantee shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by any Company for all or any part of the moneys hereby guaranteed nor shall such collateral or other security or any lien to which any Company may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the moneys hereby secured be in anyway prejudiced or affected by this present guarantee. And each Company shall have full power at its absolute discretion to give time for payment to or make any arrangement with any such other person or persons without prejudice to this present guarantee or any liability hereunder. And all sums of money received by any Company from the Guarantor or the Customer or any person or persons liable to pay the same may be applied by the receiving Company to any account or item of account or to any transaction to which the same may be applicable.
7. Although the Guarantor's ultimate liability hereunder to each Company cannot exceed the limit hereinbefore mentioned (if any) yet this present guarantee shall be construed and take effect as a guarantee of the whole and every part of the principal money and interest owing and to become owing as aforesaid and accordingly the Guarantor is not to be entitled as against any Company to any right of proof in the bankruptcy or insolvency of the Customer or other right of a surety discharging his liability in respect of the principal debt unless and until the whole of the principal money and interest shall have first been completely discharged and satisfied. And further for the purpose of enabling any Company to sue the Customer or prove against his estate for the whole of the money owing as aforesaid or to preserve intact the liability of any other part, each Company may at any time place and keep for such time as it may think prudent any moneys received, recovered or realized hereunder to and at a separate or suspense account to the credit either of the Guarantor or of such other person or persons or transaction if any as it shall think fit without any intermediate obligation on the part of any Company to apply the same or any part thereof in or towards the discharge of the money owing as aforesaid or any intermediate right on the Guarantor's part to sue the Customer or prove against his estate in completion with or so as to diminish any dividend or other advantage that would or might come to any Company or to treat the liability of the Customer as diminished.
8. The Guarantor hereby declares that he has not taken in respect of the liability hereby undertaken by him on behalf of the Customer and hereby agrees that he will not take from the Customer either directly or indirectly without the consent of each Company any promissory note bill of exchange mortgage charge or other counter-security whether merely personal or involving a charge on any property whatsoever of the Customer whereby the Guarantor or any person claiming through him by endorsement assignment or otherwise would or might on the bankruptcy or insolvency of the Customer and to the prejudice of any Company increase the proofs in such bankruptcy or insolvency or diminish the property distributable amongst the creditors of the Customer.
9. If the name of the Customer hereinbefore inserted is that either of a firm or of a limited company or other corporation or of any committee or association or other unincorporated body any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual customer only shall be construed and take effect so as to give each Company hereunder a guarantee for the money owing from that firm and every member thereof or from that limited company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the money owing from a single individual if the Customer had been a single individual and any money shall be deemed to be so owing notwithstanding any defect informality or insufficiency in the borrowing powers of the Customer or in the exercise thereof which might be a defence as

between the Customer and any Company. In the case of a firm this guarantee shall be deemed to be a continuing guarantee of all money owing on any such account as hereinbefore mentioned from the persons or person carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death retirement or admission of partners or other causes the constitution of the firm may have been in part or wholly varied. In the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceeding and the money owing as aforesaid and hereby guaranteed shall be deemed to include any money owing in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of any Company.

10. If the Guarantor shall consist of more than one persons, their liabilities to each Company hereunder shall be deemed to be joint and several and any Company may release or discharge any of them from his or their obligations hereunder or compound with or enter into any arrangement with any of them without thereby in any way affecting its rights hereunder against any of the other or others of them or the rights of any of the other Companies against the person or persons so released or discharged.
11. So long as any money remains owing hereunder each Company shall have a lien on any moneys now or hereafter standing to the credit of any accounts of the Guarantor with any such Company and on any securities including, without prejudice to the generality thereof any Futures/Options Contracts now or at any time hereafter deposited with or otherwise placed in the hands of any such Company belonging to or under the control of the Guarantor. Each Company may also without notice to the Guarantor combine or consolidate all or any of the accounts of the Guarantor with and liabilities to any such Company and set-off or transfer any sum or sums in whatever currency standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Guarantor's liabilities to any such Company on any other account or in any other respect whatsoever irrespective of whether such liabilities be incurred by the Guarantor singly or by the Guarantor jointly with others in partnership or otherwise or incurred by the Guarantor as principal or as surety of the Customer or of some other person body corporate or firm and irrespective of whether such liabilities be actual or contingent, primary or collateral and several or joint.
12. The Guarantor shall in no circumstances whatsoever have the right to use the name of any Company for the purpose of proceedings against the Customer or otherwise.
13. The Guarantor is liable as a principal debtor to each Company for the payment of any moneys secured hereunder and no Company need institute legal proceedings or take other steps towards the recovery of the moneys owing from the Customer before enforcing this guarantee against the Guarantor or join in the Customer as a party in any legal proceedings against Guarantor.
14. Each Company is hereby authorized by the Guarantor at any time without notice to the Guarantor to attend to and do in the name of the Guarantor or in the name of that Company for and on behalf of the Guarantor all or any of the following, that is to say
 - ◆ To receive from that Company or any banks and companies or finance companies or any persons or partnerships all or any of such monies including interest, if any, accrued or accruing due on the Guarantor's deposit account or accounts or any other accounts with any of the Company or the said companies or finance companies or banks or persons or partnerships and upon receipt thereof to give good and valid receipts and discharges for the same whether in the name of the Guarantor or in the name of that Company as it may think fit;
 - ◆ To withdraw all or any such moneys (together with interest thereon, if any) from that Company or any other banks or finance companies or persons or partnerships whether on maturity or otherwise as may be necessary or required for the payment and satisfaction of all moneys and liabilities owing to that Company.
15. The security hereby created shall not be discharged or affected by the death bankruptcy insolvency or liquidation of the Customer but shall continue to be operative until determined in the manner and to the extent as provided in Clause 2 hereof.
16. No failure or delay on the part of any Company to exercise or enforce any right, remedy, power or privilege hereunder or under any agreement with the Customer or in relation to any security taken by any Company shall operate or deem to operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege herein provided be cumulative and inclusive of any rights, remedies,

powers and privileges provided by law.

17. Any term, condition, stipulation, provision, covenant or undertaking in this guarantee which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.
18. A. Any notice required to be given by any Company shall be in writing and shall be deemed to have been so given if addressed to the Guarantor at his last known address as recorded by that Company.
B. Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice dispatched by letter postage prepaid shall be deemed to have been given 48 hours after posting. Any notice sent by fax shall be deemed to have been given at the time of dispatch.
C. Any notice or demand for payment by any Company on behalf of another Company or any other Companies hereunder shall without prejudice to any other effective mode of making the same be deemed to have been properly served on the Guarantor if served in accordance with the provisions herein provided.
D. In case of the Guarantor's death and until each Company with whom the Customer has an account or account(s) receives notice in writing of the grant of probate of the Guarantor's will or of administration of his estate any notice or demand by each Company sent by post as aforesaid addressed to the Guarantor or his personal representatives at his address last known to that Company or stated hereto shall for all purposes of this guarantee be deemed a sufficient notice or demand by that Company to the Guarantor and his personal representatives and shall be as effectual as if the Guarantor were still living.
19. In this Guarantee, the expression "the Company" shall mean and include all companies for the time being which are subsidiaries (within the meaning of section 2(4) of the Companies Ordinance, Cap 32 of the Laws of Hong Kong) of each of the Companies, the holding company of each of the Companies and the respective successors and assigns of each of such companies.
20. The Guarantor hereby agrees that each Company may enforce its rights under this guarantee against the Guarantor in the Court or Courts of any country or place in the world, to the jurisdiction of which Court or Courts the Guarantor hereby irrevocably submits.
21. This Guarantee and all rights obligations and liabilities arising hereunder shall be construed and determined under and may be enforced in accordance with the Laws of Hong Kong.
22. In this guarantee where the singular is use, it shall be taken to include the plural where applicable and where words importing the masculine gender are used they shall where applicable include the feminine gender and neuter gender.

Date

SIGNED, SEALED and DELIVERED by

Name of Guarantor: _____
Guarantor' s Signature



Name of Guarantor: _____
Guarantor' s Signature



Name of Guarantor: _____
Guarantor' s Signature



In the presence of

Name of witness: _____
Witness' Signature

GUARANTOR'S INFORMATION FORM

Guarantor's Name: _____ (A/C No.: _____)

HK ID No./Passport No.: _____ Contact No.: _____

Address: _____

Guarantor's Financial Information : Employed	
Name of Current Employer:	
Position:	Years with Current Firm:
Annual Income in HK\$ (as shown on annual tax return):	
Guarantor's Financial Information : Unemployed	
Income Source:	Annual Income (HK\$):
Guarantor's Financial Information : Self-Employed	
Name of Company:	
Nature of Business:	% Owned by Guarantor:
Years of Business	Net Profit After Tax (HK\$):
Financial Position	
Net Worth of property Investments (HK\$):	
Other Investments (please specify type) (HK\$):	

Guarantor's Signature:

Date:

A.E. Name: _____