

## **CASH CLIENT'S AGREEMENT**

### **現金客戶協議書**

**To: Sincere Securities Limited (訊匯證券有限公司)**

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香港中環皇后大道中 183 號中遠大廈 9 樓

(registered with the Securities and Futures Commission ("SFC") as a securities dealer with CE No. ABH659 (licensed under the Securities and Futures Ordinance for Type 1, Type 4 and Type 9 regulated activities (for Type 9 regulated activity, Sincere Securities Limited shall not provide a service of managing a portfolio of futures contracts for another person) under the Securities and Futures Ordinance) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the "Exchange"))

(為證券及期貨事務監察委員會(「證監會」)註冊的證券商《CE 編號: ABH659》(根據證券及期貨條例就第 1、4 及 9 類受規管活動(就第 9 類受規管活動,不得為他人提供管理期貨合約投資組合的服務)獲發牌)以及香港聯合交易所有限公司(「聯交所」)交易所參與者)。

I/We \_\_\_\_\_ request you to operate one or more cash securities trading account(s) (the "Account") for me/us on the following terms and conditions: -

本人/吾等 茲要求閣下根據下列條款及條件為本人/吾等運作一個現金證券買賣戶口(「戶口」):

#### **1. The Account (戶口)**

1.1 I/We confirm that the information provided in the Client Information Statement is complete and accurate. I/We will inform you of any changes to that information. You are authorized to conduct credit enquires on me/us to verify the information provided.

本人/吾等確認「客戶資料表」所載資料均屬完整及正確。倘該等資料有任何變更,本人/吾等將會通知閣下。本人/吾等特此授權閣下對本人/吾等的信用進行查詢,以核實上述表格所載資料。

1.2 You will keep information relating to my/our Account confidential, but may provide any such information to the Exchange, the SFC and other lawful authorities to comply with their requirements or requests for information.

閣下將會對本人/吾等戶口的有關資料予以保密,但閣下可以根據聯交所、證監會及其他合法機構的規定或應其要求,將該等資料提供予聯交所、證監會及其他合法機構。

#### **2. Laws and Rules (法例及規則)**

All transactions in securities which you effect on my/our instructions ("Transactions") shall be effected in accordance with all laws, rules and regulatory directions applying to you. These include the rules of the Exchange and of the Hong Kong Securities Clearing Company Limited (the "Clearing House"). All actions taken by you in accordance with such laws, rules and directions shall be binding on me/us. 閣下按本人/吾等的指示而進行的一切證券交易(「交易」),須根據適用於閣下的一切法例、規則和監管指示的規定而進行。這方面的規定包括聯交所及香港中央結算有限公司(「中央結算公司」)的規則。閣下根據該等法例、規則及指示而採取的所有行動均對本人/吾等具有約束力。

#### **3. Transactions (交易)**

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

除閣下(在有關交易的成交單或其他合約單據內)註明以自己本身名義進行交易外,閣下將以本人/吾等的代理人身份進行交易。

3.2 I/We acknowledge you will not accept any short sale order..

本人/吾等知悉閣下不會接受本人/吾等任何賣空指示。

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

閣下將有權在全權決定拒絕接納本人/吾等之任何指示,且毋須就此給予任何理由。

3.4 On all Transactions, I/We will pay your commissions, transfer fees, overdue interests, bank charges and other charges and expenses, as notified to me/us from time to time, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. You may deduct such commissions, fees, interests, charges, levies and duties from the Account.

本人/吾等會就所有交易支付閣下不時通知本人/吾等的佣金、轉讓費、逾期利息、銀行收費及其他收費與費用,繳付聯交所徵收的適用徵費,並繳納所有有關的印花稅。閣下可以從戶口中扣除該等佣金、費用、利息、收費、徵費及稅項。

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

就每一宗交易，除另有協議外或除非閣下已代本人／吾等持有現金或證券交易交收之用，否則本人／吾等將會在閣下就該項交易通知本人／吾等的期限之前：

- pay you cleared funds or deliver to you securities in deliverable form or  
向閣下交付可即時動用的資金或可以交付的證券，或
- otherwise ensure that you have received such funds or securities by such time as you have notified me/us in relation to that Transaction. If I/we fail to do so, without prejudice to your other rights, you may (but not obliged to): -  
以其他方式確保閣下收到此等資金或證券。倘本人／吾等未能實行上述承諾，在不會影響閣下其他權利之情況下，閣下可以（但並非必須）：-
- in the case of a purchase Transaction, sell the purchased securities and/or other securities held for my/our Account to settle any amount outstanding from me/us arising as a result of the Transaction;  
and  
(如屬買入交易) 出售買入的證券及本人／吾等戶口持有的其他證券，以清償本人／吾等就有關交易引起任何未償還之款項；及
- in the case of a sale Transaction, borrow and/or purchase (such sold) securities in order to settle the Transaction.  
(如屬賣出交易) 借入及／或買入(該等售出的)證券以進行交易的交收。

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

本人／吾等承認由閣下依據本人／吾等之指示進行全部證券賣出或買入是根據本人／吾等之判斷及決定作出，而並非基於閣下之選擇或建議而賣出或買入。

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

本人／吾等同意閣下可進行與本人／吾等指示相對之買賣交易，而不論有關買賣為閣下本身戶口或代表其他客戶進行。

3.7 I/We admit that you may in your course of business possess information relating to securities. I/We agree that you shall have no duty to disclose to me/us any such information.

本人／吾等承認閣下於閣下業務中可能持有關於證券之資料。本人／吾等同意閣下並無責任向本人／吾等披露任何有關資料。

3.8 If you commit a default as defined in the Securities and Futures (Investor Compensation – Claims) Rules and I/we thereby sustain a loss, I/we shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Investor Compensation Fund from time to time.

倘閣下觸犯證券及期貨(投資者賠償一申索)規則定義的違責情況下，以及客戶因而遭受損失時，本人／吾等有權向根據《證券及期貨條例》成立的投資者賠償基金索償，惟須受投資者賠償基金不時的條款制約。

3.9 I/We will be responsible to you for any losses, costs, fees and expenses resulting from my/our settlement failures.

本人／吾等將會負擔閣下因本人／吾等未能進行交收而引起的任何損失、成本、費用及開支。

3.10 I/We agree to pay interest on all overdue balance (including interest arising before a judgment debt is obtained against me/us) at 6% over the best lending rate from time to time quoted by The Hong Kong & Shanghai Banking Corporation Limited or at such other rate and on such other terms as you notify me/us from time to time.

本人／吾等同意就所有逾期未付款項（包括對本人／吾等裁定的欠付債務之前所引起的利息），按相等於香港上海匯豐銀行有限公司不時所報最優惠放貸利率加六厘之利率或閣下不時通知本人／吾等的其他利率及其他條款支付利息。

3.11 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the extra 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，導致閣下須買入證券進行交收，本人／吾等毋須為買入該等證券的額外費用向閣下負責。

#### 4. Safekeeping of securities (證券的保管)

- 4.1 Any securities which are held by you for safekeeping may, at your discretion 由閣下寄存妥為保管的任何證券，閣下可以酌情決定：
- (a) (in the case of registrable securities) be registered in my/our name or in the name of your nominee and you and/or your nominee shall be under no responsibility to forward any notices, proxies or other documents or communications in respect of the securities to me/us; or (如屬可註冊證券) 以本人/吾等的名義或以閣下的代理人名義註冊而閣下或閣下的代理人毋須將有關證券的通告、委任代理書或其他文件或通訊轉交本人/吾等；或
- (b) be deposited in safe custody in a designated account with your bankers or with any other institution, which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody services. 保管/存放於閣下之銀行或其他提供保管文件服務之機構之指定戶口，或如證券為香港證券，則該等機構需被證監會所接受。
- 4.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding. 倘證券未以本人/吾等的名義註冊，閣下於收到該等證券所獲派的任何股息或其他利益時，須按本人/吾等與閣下的協議記入本人/吾等的戶口或支付予或轉賬予本人/吾等。倘該等證券屬於閣下代客戶持有較大數量的同一證券的一部份，本人/吾等有權按本人/吾等所佔的比例獲得該等證券的利益。
- 4.3 You shall not be bound to deliver or return to me/us securities being identical to the securities deposited with or transferred to you or purchased or acquired by you on my/our behalf in terms of number, class, denomination, nominal amount and rights. It is sufficient for you to deliver or return to me/us securities of the same class, denomination and nominal amount as, and rank pari passu with such securities (subject always to any capital reorganization which may have occurred in the meantime). 閣下毋須交付或交還本人/吾等數目、類別、面額、面值及權利與有關存放或轉讓或買入或收購完全相同之證券。閣下只須交付或交還本人/吾等與該等證券類別，面額及面值相同且享有同等利益之證券（唯須受其時可能出現之任何股本重組限制）。

## 5. Cash Held for Me/Us (代本人/吾等保管的現金)

Any cash held for me/us, other than cash received by you in respect of Transactions and which is on-paid for settlement purposes or to me/us, shall be credited to a client trust account maintained with a licensed bank(s) as required by applicable laws from time to time. Unless otherwise agreed between you and me/us, any interest accrued on such monies shall be retained by you.

代本人/吾等保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託賬戶內（此等現金不包括閣下就交易取得，而且須為交收而轉付或轉付予本人/吾等的現金）。除非閣下與本人/吾等之間另有協議，該等款項應得之利息將屬閣下所保留。

## 6. Set-Off (抵銷)

6.1 I/We hereby irrevocably direct you to set-off and withhold from and apply any securities, receivables and monies held in or for the Account against and in whole or partial payment of any sum or liability owed by me/us to you.

本人/吾等現向閣下作出不可撤回之指示，以戶口所持之任何證券、應收款項及金錢抵銷、扣除及利用該等證券、應收款項或金錢，以全數或部份支付本人/吾等欠閣下之任何款項或負債。

6.2 You may at any time combine or consolidate the Account with any other accounts held by me/us with you and set-off any sum standing to the credit of any one or more such accounts against any obligations or liabilities of whatsoever nature owing to you in respect of such accounts.

閣下可隨時將戶口與本人/吾等在閣下處持有之任何其他戶口結合或合併，將任何一個或以上該等戶口之任何餘款抵銷該等戶口欠閣下不論任何性質之債務或負債。

## 7. Representations, Warranties and Undertakings(陳述、保證及承諾)

7.1 I/We hereby warrant and represent and undertake to you in the following terms:

本人/吾等在此向閣下保證、陳述及承諾如下：

- (a) I am/We are acting as principal and not trading on behalf of any other person unless you are

notified otherwise in writing;

本人／吾等現在是以主事人的身分，而並不是代表任何其他人進行交易，除非本人／吾等以書面形式向閣下作出知會；

(b) The terms and conditions herein and their performance and the obligations contained herein do not and will not

此等條款及其履行及於此等條款所列的責任不會及將不會：

(i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgment, decree or permit to which I am/we are subject or any provisions of my/our memorandum and articles of association or bye-laws (if applicable); or

違反任何現行適用的法律、法規、條例、規例或本人／吾等需遵守的法庭判決、法令或許可，或違反本人／吾等的公司章程條文或附例（如適用）；

(ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which I am/we are a party or is subject or by which any of my/our property is bound;

違反任何本人／吾等為締約一方或需遵從或對本人／吾等資產有影響的任何合約或文件或對該等合約或文件構成失責；

(c) I am/We are, except as previously disclosed in writing to you, not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any dealer in securities, or any introducing broker, or an officer, partner, director or employee of any securities broker or dealer;

除非本人／吾等已另行以書面向閣下申報，本人／吾等並非任何交易所、交易委員會、結算所、銀行或信託公司員工或辦事人員，或任何證券商的聯屬人，或任何引薦經紀，或任何證券經紀或交易商的辦事人員、合伙人、董事或員工；

(d) I am/We are the person ultimately responsible for originating the instructions in relation to and the person(s) that stands to gain the commercial or economic benefit of each Transaction in the Account and/or bear the commercial or economic risk (except where such other person(s) or entity has been disclosed to you in the Client Information Statement or other written notice to you).

本人／吾等是最終負責發出有關指示的人（仕）；對證券現金戶口內的每宗交易而言，本人／吾等是將會從該宗交易取得商業或經濟利益及／或承擔其商業或經濟風險的人（仕）（在客戶資料表向閣下所披露或向閣下以書面形式作出申報的人（仕）或實體除外）。

7.2 The above representations and warranties shall be deemed to be repeated immediately before each instruction is given or executed.

以上的陳述及保證將會被視為在發出每項指示或執行每項指示前已再次重複作出。

## 8. Client Data (客戶資料)

I/We confirm that you have duly informed and explained to me/us and that I/We have read and understood the accompanying "Notice to Clients and Other Individuals relating to the Personal Data (Privacy) Ordinance" before furnishing to you personal data relating to me/us. I/We consent to the use of such data and all personal data which may be or have been previously supplied, if any, to you for the purpose of discharging all or any of your functions described in the said "Notice to Clients and Other Individuals relating to the Personal Data (Privacy) Ordinance" and for any other purposes directly related to those purposes.

本人／吾等確認閣下已適當向本人／吾等通知及解釋，並且在向閣下提交有關本人／吾等個人資料之前，本人／吾等已經閱讀並明白隨本協議附上的“關於個人資料（私隱）條例（“條例”）致客戶及其他個別人士的通知”。本人／吾等同意閣下使用可能或已經事先提供的該等資料及所有個人資料（如有）作為解除閣下在根據“關於個人資料（私隱）條例（“條例”）致客戶及其他個別人士的通知”中描述的所有或任何功能，及為與那些目的直接相連其他目的。

## 9. General (一般規定)

9.1 All securities held for my/our Account shall be subject to a general lien in your favour, for the performance of my/our obligations to you arising in respect of dealing in securities for me/us. In enforcing the lien, you have the right to sell in your absolute discretion all or part of the securities held for my/our Account for settlement of any amount outstanding from me/us to you. I/We agree not to sell, charge, pledge, grant an option or otherwise deal in any way with, nor encumber any securities, receivable or monies held in or for the Account without your consent.

所有本人／吾等戶口內的證券均受制於閣下的留置權，以確保本人／吾等履行對閣下代本人／吾等買賣證券而產生的責任。於行使留置權時，閣下有權利全權決定出售本人／吾等戶口持有之全部或部份證券，以清償本人／吾等欠閣下任何未償還之款項。本人／吾等同意不會出售、抵押、質押戶口或戶口之任何證券、應收款項或其中持有之金

錢、或就戶口或戶口之任何證券、應收款項或其中持有之金錢授予優先購買權或以任何其他方式處置，且不會在未經閣下同意前，就戶口或戶口之任何證券、應收款項或其中持有之金錢作抵押。

- 9.2 I/We agree not to hold you liable for any loss arising by reasons of your failing, or being unable, after reasonable steps have been taken by you, to comply with any terms of my/our order, including but not limited to acquiring or disposing or otherwise dealing in securities quoted at any specific time. Where you are unable after taking all reasonable steps to perform any order in full, you are entitled to effect partial performance without prior reference to my/our confirmation.  
本人／吾等同意閣下毋須在閣下已作出合理步驟後，仍未能或無法遵照本人／吾等指示包括但不限於收購或處置其他於任何特定時間報價之證券買賣之任何虧損負責。倘閣下在作出所有合理步驟後無法全面執行指示，閣下有權在未取得本人／吾等事先確認前執行部份指示。
- 9.3 I/We authorize you to conduct a credit enquiry or check on me/us for the purpose of ascertaining my/our financial situation, investment experience and investment objectives.  
本人／吾等授權閣下進行本人／吾等之信用諮詢或查證，以確定本人／吾等之財政狀況及投資目標。
- 9.4 The provisions of this Agreement shall be binding on and enure to the benefit of your successors, assigns and personal representatives (where applicable). You may assign all or a part only of your rights and obligations under this Agreement to any person without my/our prior consent or approval. Without prejudice to the generality of the foregoing, you may at any time assign the outstanding balance of the Account owing to you to any contractual credit management organization or collection agent employed by you for debt recovery proceeding.  
本協議之條款將會對閣下之承繼人、受讓人及個人代表（如適用）有約束力及利益。閣下亦可在未經本人／吾等之事先同意或批准，將本協議之全部或部份之權利或義務授予任何人。此外，閣下可隨時將閣下追討未償還款項之權力授予閣下僱用之收賬公司或中介人。
- 9.5 You will notify me/us of material changes in respect of your business which may affect the services you provide to me/us.  
倘本協議書內的條款或閣下的業務有重大變更，並且可能影響閣下為本人／吾等提供的服務，閣下將會通知本人／吾等。
- 9.6 You are entitled at any time and from time to time at your absolute discretion vary, modify, add to or delete any terms and conditions herein and I/we agree to be bound by such change and to observe perform and comply with such change. Upon notification to me/us of such change and the effective date of such change (including change which may have retrospective effect), I/we shall be bound by such change from such effective date. After notification being given, the operation of the Account by me/us (including but not limited to the checking of the balance, depositing or withdrawing or transferring of funds or securities to or from the Account) shall amount to acceptance by me/us that I/we have agreed to such change.  
閣下有權在任何時候有絕對酌情權變更、修訂、增補或刪除本協議任何條款及條件。本人／吾等同意受該等變更的約束，並且遵守、履行及服從該等變更。在通知該等變更給本人／吾等及在該等變更生效日後（包括可能有溯及既往效力之變更），本人／吾等將自該生效日受該等變更之約束。在發出通知後，本人／吾等對該帳戶之運作（包括查詢餘額、向該帳戶存入，或從該帳戶取出或轉讓資金或證券，向閣下發出指令交易或買賣證券）將等於本人／吾等已經同意該等變更
- 9.7 Any notice required to be given by you to me/us shall be deemed to have been so given if addressed to me or any one of us at the last known address of the recipient. Any notice delivered by you personally shall be deemed to have been given at the time of delivery. Any notice despatched by you by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by facsimile, by email or otherwise via the internet shall be deemed to have been given at the time of transmission.  
任何規定由閣下發出之通知若已寄往收件人之閣下所知最後之地址予本人或吾等任何一人均視為已經發出。任何由閣下派專人送達之通知須在送達時已視為發出。任何由閣下以預支郵費信件所發出之通知須郵寄後便視為已即時發出。任何以傳真、電郵或其他情況下通過互聯網所發出之通知須視為在傳送後已經發出。
- 9.8 Whenever any law or legislation shall be enacted or amended, or any rules regulations by-laws directions policy or policies shall be made by any lawful authority or under any law which shall be applicable to effect in any manner or be inconsistent with any of the provisions hereof, the provision(s) so affected shall be deemed to be modified or suspended, as the case may be, by such act, statute, ordinance, sub-legislation, by-law, rule, regulation or direction and all other provisions herein and the provisions so modified shall in all respect continue and be in full force and effect.  
如因修改或制定任何法律、規則、規例、規章、指示或政策，使本協議條款在任何方面有影響或不相符合，受影響之條款將被視為已被該等法令、條例、規章、規則、規例或指示修訂或暫停，並且本協議所有其他條款及因此被修訂的條款將在所有方面繼續成立並且完全有效。
- 9.9 I/We confirm that I/we have read and agree to the terms of this Agreement, which have been explained to me/us in a language that I/we understand.

本人／吾等確認本人／吾等已詳閱並同意本協議書的條款，而且該等條款已經以本人／吾等明白的語言向本人解釋。

9.10 Where I/we consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.

倘本人／吾等為一人以上，則各人須承擔共同及個別責任，且本人／吾等一詞將按文義詮釋，包括任何一人或各人在內，而閣下將有權與其中任何人士個別往來交易，包括在任何程度上解除某人之責任而不影響其他人士應負之責任。

9.11 This Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. I/We hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

本協議書將受香港特別行政區法律管轄並根據其解釋。本人／吾等茲此不可撤回地接受香港特別行政區法院之非獨有司法管轄權。

## **10. RISK DISCLOSURE STATEMENT – SECURITIES TRADING (風險披露聲明書-證券交易)**

I/We acknowledge that the prices of securities fluctuate, sometimes 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.

本人／吾等知悉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。

## **11. RISK DISCLOSURE STATEMENT – GROWTH ENTERPRISE MARKET (“GEM”) (風險披露聲明書-創業板)**

I/We acknowledge that 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.

本人／吾等知悉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。

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

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

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

本人／吾等知悉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。

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

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

## **12. RISK DISCLOSURE STATEMENT – RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED (風險披露聲明書 – 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)**

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

本人／吾等知悉按照納斯達克 – 美國證券交易所試驗計劃（“試驗計劃”）掛牌買賣的證券是為熟悉投資技巧的投資者而設的。本人／吾等明白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。本人／吾等應知悉，按照該項試驗計劃掛牌買賣的證券並非以香港聯合交易所有限公司的主板或創業板作第一或第二上市的證券類別加以監管。

**Declaration and Acknowledgement by Client (客戶聲明及確認)**

I/We hereby confirm that the above terms and conditions were provided in a language of my/our choice; and I/we was/were invited to read the terms and conditions to ask questions and take independent advice if I/we wish.

本人/吾等確認已獲按照本人/吾等選擇的語言提供以上的風險披露聲明，及本人/吾等已獲邀閱讀該等風險披露聲明、提出問題及徵求獨立的意見（如本人/吾等有此意願）。

I/We hereby further confirm that I/we fully understand and agree to be bound by this agreement and I/we have been invited to ask questions and take independent advice if I/we wish.

本人/吾等進一步確認本人/吾等完全明白及願意接受本協議書的條文約束及本人/吾等已獲邀提出問題及徵求獨立意見（如本人/吾等有此意願）。

**Declaration by Representative of Sincere Securities Limited (由訊匯證券有限公司之代表作出聲明)**

I, \_\_\_\_\_ (name of representative) of Sincere Securities Limited, (SFC) CE Number \_\_\_\_\_, have provided the risk disclosure statements in relation to Securities Trading, Margin Trading, Growth Enterprise Market, Risk of Trading Nasdaq-Amex Securities at The Stock Exchange of Hong Kong Limited and Risk of Providing an Authority to Repledge Client's Securities Collateral Etc. (stated on the Margin Client's Agreement) to \_\_\_\_\_ (name of Client) at \_\_\_\_\_

\_\_\_\_\_ (address where declaration and acknowledgement by Client took place) in a language of the Client's choice; and have invited the Client to read the risk disclosure statements, ask questions and take independent advice if the Client wishes and I have also invited the Client to read the Margin Client's Agreement (in a language of the Client's choice) and have invited the Client to ask questions and take independent advice if the Client wishes.

本人，\_\_\_\_\_ (註冊代表姓名) \_\_\_\_\_ (職務) 及在證監會之 CE 編號 \_\_\_\_\_，經已於 \_\_\_\_\_ (客戶聲明及確認的地址)，按照客戶選擇的語言，向 \_\_\_\_\_ (客戶姓名) 提供陳述於保證金客戶協議書內關於證券交易的風險，保證金買賣的風險，買賣創業板股份的風險，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及提供將客戶的證券抵押品等再質押的授權書的風險的風險披露聲明及邀請客戶閱讀該等風險披露聲明，提出問題及徵求獨立的意見（如客戶有此意願）及本人已邀請客戶閱讀（按照客戶所選擇的語言的）保證金客戶協議書及邀請客戶提出問題及徵求獨立意見（如客戶有此意願）。

\_\_\_\_\_  
Signed by representative (註冊經紀代表簽署)

Date (日期): \_\_\_\_\_

**客戶資料表 (1) (公司戶口)**  
**CLIENT INFORMATION STATEMENT (1) (CORPORATE)**

Account No. 戶口號碼 : \_\_\_\_\_ (For official use only 本公司專用)

Account Opening Date 開戶日期 : \_\_\_\_\_ (For official use only 本公司專用)

**1. Business Information 商業資料**

Name of Client 客戶名稱	(English 英文)		
	(Chinese 中文)		
Client Trading Name (if different) 客戶經營名稱 (如有異於上述)			
Nature of Entity (i.e. partnership, private limited company, A public listed company, etc.) 公司性質 (即: 合夥, 私人有限公司, 或上市公司等)			
Nature of business 業務性質			
Place and Date of Incorporation/Establishment 註冊地點及日期			
Company Incorporation No. 公司註冊號碼		Business Registration No. 商業登記號碼	
Authorized Share Capital 可發行股本		Issued Share Capital 已發行股本	
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) 香港總辦事處地址: (如有異於上述)			
Name of Bank (銀行名稱): (* The bank account name must be the same as this securities account name) (銀行戶口名稱一定要與此股票戶口名稱相同)			Bank of Account No. (銀行戶口號碼):
E-mail address 電郵地址			

**2. Particulars of Directors/Partners 董事/合夥人之概要**

Name (English & Chinese) 姓名 (英文及中文)	ID/Passport No. 身份證/護照號碼	Tel No. 電話號碼

### 3. Authorized Person(s) 授權人

Name (English & Chinese) 姓名 (英文及中文)	ID/Passport No. 身份證/護照號碼	Tel No. 電話號碼

(1) Each of the above Authorized Person(s) is authorized to give verbal instructions in relation to the purchase or sale of securities for the Account(s) from time to time; and  
以上任何一位授權人獲授權可不時對有關戶口之證券買賣作出口頭指示；及

(2) Any \_\_\_\_\_ of the above Authorized Person(s) is/are authorized to give written instruction \*single/jointly relating to the operation of the Account(s) \*and the financing facilities associated with the Account(s), including any withdrawal there from, and the drawing of the financing facilities.  
以上任何 \_\_\_\_\_ 位授權人獲授權就戶口之運作\*及有關之信貸安排，包括戶口的款項及信貸之提取作出書面指示。

Note 注意: (a) All unused spaces must be ruled off.  
所有空白地方必須劃去。 (b) \* Delete where inapplicable  
\* 刪去不合適的。

### 4. Financial Background 財政狀況

Estimated profit after tax of the Company based on the latest audited accounts as at \_\_\_\_\_  
(Please choose one):

截止 \_\_\_\_\_ 經核數師作實之稅後利潤估值 (請選一項)

Less than (少於) HK\$100,000       HK\$100,001 – HK\$300,000       HK\$300,001 – HK\$500,000

HK\$500,001 – HK\$1,000,000       HK\$1,000,001 or more (或以上)

Net asset value used on the latest audited accounts as at \_\_\_\_\_ (Please choose one):

截止 \_\_\_\_\_ 經核數師作實之資產淨值 (請選一項)

Less than (少於) HK\$200,000       HK\$200,001 - HK\$500,000       HK\$500,001 - HK\$1,000,000

HK\$1,000,001 - HK\$5,000,000       HK\$5,000,001 or more (或以上)

### 5. Investment Experience 投資經驗

Please choose one or more: 請選擇下列一項或多項

Nil 沒有       Stocks 證券       Warrants 認權證       Options 期權       Futures 期貨

Others 其他 \_\_\_\_\_

### 6. Investment Objectives 投資目的

Please choose one or more: 請選擇下列一項或多項

Generating Income 賺取收入       Dividend yield 股息回報       Hedging 對沖

Capital appreciation 資本增值       Speculation 投機       Others 其他 \_\_\_\_\_

**7. Identity of the ultimate beneficial owner(s) of the Account is: 戶口最終權益擁有人身份**

**The Client 本客戶**

Please specify the individual who holds 10% or more of the ultimate beneficial interest of the Client below (not applicable to public listed company):

請註明擁有百分之十或以上公司最終權益之持有人（上市公司不用填寫）

Name 名稱	ID/Passport No. 身分證/護照號碼	Address 地址
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Others 其他:**

Name 名稱: \_\_\_\_\_

Address 地址: \_\_\_\_\_

ID/Passport No : \_\_\_\_\_

身分證/護照號碼

**8. Related Account (with directors or employee) 關連戶口（與本公司董事或職員）**

Do any of the Client's shareholders, directors, partners, Authorized Person(s), the person(s) ultimately responsible for giving instructions for the Account or the ultimate beneficial owner(s) of the Account ("Relevant Person(s)") have any relationship with the director(s) or employee(s) of Sincere Securities Limited?

貴公司之持有人、董事、合夥人、授權人、最終負責就戶口進行的交易發出指示之人士或戶口最終權益擁有人（「有關人士」）與訊匯證券有限公司之董事或職員是否有親戚關係？

Yes 是  No 否

If yes, please state the information of the director or employee:

如是，請詳列該董事或職員之資料：

Name 姓名：\_\_\_\_\_

Relationship 關係： Husband/Wife 丈夫/妻子  Father/Mother/Son/Daughter 父親/母親/兒子/女兒

Others 其他：\_\_\_\_\_

**9. Related Margin Client (with other margin client) 相關保證金戶口**

Do any of the Client's shareholders, directors, partners, Authorized Person(s), the person(s) ultimately responsible for giving instructions for the Account or the ultimate beneficial owner(s) of the Account ("Relevant Person(s)") have any of the following relationship with other margin clients of our Companies:-

(a) any margin client who is your spouse; or

(b) any margin client in which either you alone or with your spouse are in control of 35% or more of its voting rights

貴公司之持有人、董事、合夥人、授權人、最終負責就戶口進行的交易發出指示之人士或戶口最終權益擁有人（「有關人士」）與本公司之其他保證金客戶是否有下列關係：

(a) 任何保證金客戶為你的配偶；或

(b) 任何你單獨或與配偶共同控制 35% 或以上的表決權的保證金客戶

Yes 是  No 否

If yes, please state the information of the relevant margin client(s):

如是，請詳列有關保證金客戶資料：

Client Name 客戶名稱：\_\_\_\_\_

Account No 戶口號碼：\_\_\_\_\_

Relationship 關係：\_\_\_\_\_

## 10. Disclosure of Identity (with other Registered Dealer) 相關身份披露 (與其他證券交易商)

Is the Client, any of its shareholders or directors, its partners, its Authorized Person(s), the person(s) ultimately responsible for giving instructions for the Account or the ultimate beneficial owners of the account ("Relevant Person(s)") a registered person, or a director or an employee of any registered person of the Securities and Futures Commission in Hong Kong?

貴公司、貴公司之持有人、董事、合夥人、授權人、最終負責就該戶口進行的交易發出指示之人士、或此戶口的最終權益擁有人(「有關人仕」)是否香港證券及期貨事務監察會的註冊人士，或註冊人士之董事或職員？

Yes 是

Name of the Relevant Person(s) (other than the Client): \_\_\_\_\_

除客戶本人外，有關人士之姓名

Name of registered person(s) 註冊人士名稱: \_\_\_\_\_

Position 職位: \_\_\_\_\_

No 否

## 11. Staff Account 職員戶口

Is any of the Client's shareholders, directors, partners, Authorized Person(s), the person(s) ultimately responsible for giving instructions for the account or the ultimate beneficial owners of the Account a director or an employee of Sincere Securities Limited?

貴公司之持有人、董事、合夥人、授權人、最終負責就戶口進行的交易發出指示之人士或戶口最終權益擁有人是否訊匯證券有限公司之董事或職員？

Yes 是

No 否

If yes, please state the information of yourself. 如是，請詳列閣下之資料。

Position Held 職位: \_\_\_\_\_

Department 部門: \_\_\_\_\_

AE Code (if any) 經紀代號 (如有): \_\_\_\_\_

## 12. Correspondence Address And Method of Service of Statement of Account 郵寄通訊地址及送遞方式

All postal communications including Statements of Account are to be sent to: 郵寄通訊 (包括戶口結算單) 寄往  
(Please provide address proof of correspondence address – within 3 months e.g. bank statement, bill of electricity fee, rent & rates, etc.)  
請提供 3 個月內的通訊地址之證明。例如：銀行月結單、電費單、差餉單、等等...)

Registered Office Address 住址  Business Address 商業地址  E-Mail Address 電郵地址

Others 其他: \_\_\_\_\_

Communications should be marked for the attention of \_\_\_\_\_

通訊應註明予

I/we would like to receive my Statement of Account by the following manner:

本人/吾等選擇以以下方式收取戶口結單:

By E-Mail 電郵

By Post & By E-Mail 郵寄及電郵

By Post 郵寄(at Correspondence Address 往通訊地址)

### Note 注意:

This Client Information Statement must be accompanied by: 此客戶資料表必須連同以下文件

- 1) Copies of the identity card, or relevant sections of the passport of the Directors & Authorized Person(s)  
董事及授權人士身分證或護照副本
- 2) Correspondence address proof 通訊地址證明
- 3) Business Registration Certificate, Certificate of Incorporation, Memorandum of Article of Association

## Client Information Statement (2) 客戶資料表

Account No. 戶口號碼 : \_\_\_\_\_ Account Opening Date 開戶日期 \_\_\_\_\_  
 (For official use only 本公司專用)

### 1 Personal Data 個人資料

Name of Client 客戶名稱	(English 英文)	
	(Chinese 中文)	
HK I.D. Card No./Passport No. (Country of Issue) 香港身份證/護照號碼 (發證國家)		Nationality 國籍
Home Address 住址		Home Tel No. 住址電話號碼
		Mobile Phone No. 手提電話號碼
Name of Bank (銀行名稱): (* The bank account name must be the same as this securities account name) (銀行戶口名稱一定要與此股票戶口名稱相同)	Bank of Account No. (銀行戶口號碼):	
E-mail address 電郵地址		
Name of Employer (or if self employed, name of business) 僱主名稱 (若自僱, 請填業務名稱)	Occupation 職業	Position Held 職位
Business Address 商業地址		Tel No. 電話號碼

### 2 Joint Account Instruction 聯名戶口指示

每一聯名戶口持有人, 謹請分別填寫一份客戶資料表、提供身份證或護照副本及住址證明。  
 (For joint account, each joint account holder is required to fill in a separate Client Information Statement, provide a copy of the identity card or relevant section of the passport and address proof)

**Operation Instruction of Joint Account: 聯名戶口操作指示**

All dealing instructions, deposits and withdrawal instructions of the Account can be operated on the instructions of any \_\_\_\_\_ of the joint account holders.

所有聯名戶口之交易指示、提存 (包括股票及款項) 安排可根據其中 \_\_\_\_\_ 位戶口持有人之指示下運作。

### 3 Corporate Account Instruction 聯名戶口指示

**Operation Instruction of Corporate Account:**

All dealing instructions, deposits and withdrawal instructions of the Account can be operated on the instructions of any \_\_\_\_\_ of the following authorized signatory.

(1) Name: \_\_\_\_\_ Authorized Signature+  
 HKID/Passport No. \_\_\_\_\_  
 Position: \_\_\_\_\_

(2) Name: \_\_\_\_\_ Authorized Signature+  
 HKID/Passport No. \_\_\_\_\_  
 Position: \_\_\_\_\_

**Company Chop Specimen**

**Declaration Of Client 客戶聲明**

I/We represent that the information on this Client Information Statement is true, complete and correct and that the representations in the attached agreement are accurate. Sincere Securities Limited is entitled to rely fully on such information and representations for all purposes, unless they receive notice in writing of any change. The Company is authorized at any time to contact anyone, including my/our banks brokers or any credit agency, for the purpose of verifying the information provided on this Client Information Statement. I/We hereby undertake to notify Sincere Securities Limited in writing forthwith upon any material change(s) in the information provided herein.

本人/吾等茲聲明在客戶資料表所提供之資料全部為真實、完整及正確，而附上的協議一切內容皆為準確。除非訊匯證券有限公司接到更改有關本資料表內容的書面通知，否則訊匯證券有限公司有權完全依賴此等資料及聲明作一切用途。訊匯證券有限公司獲授權可隨時就核對本資料事宜，與任何人包括本人/吾等之銀行、經紀或任何信用機構進行諮詢。本人/吾等承諾若所提供的資料有任何變更，本人/吾等會立即以書面通知訊匯證券有限公司。

Date (日期): \_\_\_\_\_



Client Name (客戶姓名):

) \_\_\_\_\_  
) Client Signature(客戶簽署)  
) Authorized Signature(s) &/or Business Chop(授權簽署及商業印鑑)

Witnessed by (在見證人見證下簽署):

Witness Name (見證人姓名):

Title(職位):

\_\_\_\_\_  
Witness Signature(見證人簽署)

ACKNOWLEDGED AND ACCEPTED )  
by an authorized signatory ) For and on behalf of  
for and on behalf of ) SINCERE SECURITIES LIMITED  
**SINCERE SECURITIES LIMITED** ) 訊匯證券有限公司  
(由訊匯證券有限公司  
之授權簽署人確認及接受代表簽署)

\_\_\_\_\_

# **ELECTRONIC STOCK TRADING SERVICES AGREEMENT**

## **電子證券交易服務協議書**

To: **Sincere Securities Limited (“SSL”)**  
**訊匯證券有限公司 (“訊匯”)**  
9/F, Cosco Tower, 183 Queen's Road Central, Hong Kong  
香港中環皇后大道中 183 號中遠大廈 9 樓

<b>Account No:</b> 賬戶號碼	<b>Date:</b> 日期
<b>Account Name:</b> 客戶姓名	
<b>e-mail address of client:</b> 客戶電郵地址:	

(registered with the Securities and Futures Commission (“SFC”) as a securities dealer with CE No. ABH659 (licensed under the Securities and Futures Ordinance for Type 1, Type 4 and Type 9 regulated activities (for Type 9 regulated activity, Sincere Securities Limited shall not provide a service of managing a portfolio of futures contracts for another person) under the Securities and Futures Ordinance) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the “Exchange”))

(為證券及期貨事務監察委員會(「證監會」)註冊的證券商《CE 編號: ABH659》(根據證券及期貨條例就第 1、4 及 9 類受規管活動(就第 9 類受規管活動,不得為他人提供管理期貨合約投資組合的服務)獲發牌)以及香港聯合交易所有限公司(「聯交所」)交易所參與者)。

I/We \_\_\_\_\_ request you to provide Electronic Stock Trading Service for me/us on the following terms and conditions: -

本人/吾等 茲要求閣下根據下列條款及條件為本人/吾等提供電子證券交易服務:

1. THIS Electronic Stock Trading Services Agreement is supplemental to the Cash Client Agreement/Margin Client Agreement entered into by SSL and me/us, to which this Electronic Stock Trading Service Agreement is annexed whereby SSL agrees to provide to me/us Electronic Stock Trading Service which enables me/us to give electronic instructions and to obtain quotation and other information through internet that can connected to a telecommunication network (“Electronic Stock Trading Services”). Where any conflict arises between this Electronic Stock Trading Service Agreement and the Cash Client Agreement/Margin Client Agreement, the provision of the latter shall prevail.

本電子證券交易服務協議是附屬訊匯及本人/吾等簽訂的現金/保證金客戶協議,作為現金/保證金客戶協議的補充。訊匯同意向本人/吾等提供電子證券交易服務(以下稱電子證券交易服務)以便本人/吾等可透過互聯網發出電子指示並取得報價和其他資訊。若電子證券交易服務協議的條款與現金/保證金客戶協議的條文有任何衝突,概以後者的條文為準。

2. You may provide me/us with Electronic Stock Trading Services, and I/We hereby request the provision of such services, upon the items and conditions as embodied in this Agreements, as modified, as amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by you.

閣下可根據本協議所載條款和條件為本人/吾等提供電子證券交易服務,且本人/吾等根據本協議所載條款和條件要求向本人/吾等提供上述服務,而上述條款和條件可由閣下不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。

3. I/We may from time to time, instruct you, acting as my/our agent, to deposit, purchase and/or sell Securities for the Account(s) or otherwise deal with Securities, receivables or monies on behalf of me/us through the Electronic Stock Trading Services.

本人/吾等可以隨時指示閣下以本人/吾等之代理人的身份透過電子證券交易服務為賬戶(等)存入、購買及/或出售證券或以其他方式代表本人/吾等處理證券、應收款或款項。

4. I/We agree that I/We shall be the only authorized user of the Electronic Stock Trading Services under this Agreement. I/We shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to me/us by you.

本人/吾等同意,本人/吾等為本協議項下電子證券交易服務之唯一授權使用者,將會對閣下發給的交易密碼之保密、安全和使用自行承擔全部責任。

5. I/We acknowledge and agree that I/We shall be wholly and solely responsible for all instructions entered through the Electronic Stock Trading Services. I/We further acknowledge that the Electronic Stock Trading Services, and the software comprised in them, are proprietary to you. I/We undertake and warrant that I/We shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Stock Trading Services, and any of the software comprised in them. I/We agree that you shall be entitled to close any or all of the Account(s) immediately without notice to me/us, and I/We acknowledge that you may take legal action against me/us, if I/We at any time breach this warranty and undertaking or if you at any time reasonably suspect that I/We have breached the same. I/We undertake to notify you immediately if I/We become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

本人/吾等承認並同意對透過電子證券交易服務發出的所有買賣指示自行承擔全部責任,並進一步承認電子證券交易服務以及構成上述服務的軟件均為閣下專有。本人/吾等承諾和保證不會和不會嘗試以任何其他方式改變、修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改電子證券交易服務以及構成上述服務的軟件的任何部分,亦不會嘗試在未獲授

權的情況下使用上述任何部分服務。倘若本人/吾等在任何時間違反上述承諾和保證或閣下於任何時間合理懷疑本人/吾等已有上述違反時，本人/吾等同意閣下有權不經通知即時終止本人/吾等的任何和所有賬戶，本人/吾等亦承認閣下可對本人/吾等採取法律行動。本人/吾等承諾在知悉任何其他人士從事本段所載任何上述行動時，即時通知閣下。

6. You will not execute any trading orders of me/us until there are sufficient cleared funds, securities or other assets acceptable to you in my/our Account (s) to settle my/our transaction(s).  
除非本人/吾等的賬戶(等)有足夠的已結算款項、證券或其他閣下所接受的資產以交收本人/吾等的交易，否則閣下不會執行本人/吾等的任何交易指示。
7. You will not be deemed to have received my/our instruction(s) or have executed my/our order(s) unless and until I/We is in receipt of your message acknowledging receipt or confirming execution of my/our orders, either electronically or by hard copy.  
除非及直至本人/吾等已收到閣下以電子或書面形式發出的信息，表示收到或確認已執行本人/吾等的買賣指示，否則閣下不得被視為已收到或已執行本人/吾等的買賣指示。
8. I/We acknowledge and agree that, as a condition of using the Electronic Stock Trading Services to give instructions, I/We shall immediately notify you if:  
本人/吾等承認並同意，作為使用電子證券交易服務發出買賣指示的一項條件，倘若發生下述事項，本人/吾等會即時通知閣下：
  - 8.1 An instruction has been placed through the Electronic Stock Trading Services and I/We have not received an instruction number or have not received an accurate acknowledgment of the instruction or of its execution (whether by hard copy, electronic or verbal means);  
本人/吾等已經透過電子證券交易服務發出買賣指示，但並無收到指示編號或買賣指示或執行的準確確認（不論是以書面、電子還是口頭方式作出）；
  - 8.2 I/We have received acknowledgment (whether by hard copy, electronic or verbal means) of a transaction which I/We did not instruct or any similar conflict;  
本人/吾等收到一項本人/吾等並無發出指示的交易確認（不論是以書面、電子還是口頭方式作出）或有類似衝突；
  - 8.3 I/We become aware of any of the acts stated in clause 5 being done or attempted by any person;  
本人/吾等獲悉任何人士正在進行或嘗試進行第 5 條所述的任何行動；
  - 8.4 I/We become aware of any unauthorized use of my/our Access Codes; or  
本人/吾等獲悉有未獲授權而使用本人/吾等交易密碼的情況；及
  - 8.5 I/We have difficulties with regard to the use of the Electronic Stock Trading Services.  
本人/吾等在使用電子證券交易服務時遇到的困難。
9. I/We agree to review every order before entering it as it may not be possible to cancel my/our instruction once given.  
本人/吾等同意在輸入每個買賣指示之前會加以覆核，因為買賣指示一經作出，便可能無法取消。
10. I/We agree that you shall not be liable for any loss I/We or any other person may suffer as a result of using or attempting to use the Electronic Stock Trading Services. I/We further undertake to indemnify you, on a full indemnity basis, on demand, for any loss or damage you may suffer as a result of the use of the Electronic Stock Trading Services, except for damages caused by wilful default or gross negligence on the part of you.  
本人/吾等同意閣下不會就本人/吾等或任何其他人士使用或嘗試使用電子證券交易服務可能遭受的任何損失承擔責任。本人/吾等進一步承諾，對因使用電子證券交易服務可能使閣下遭受的任何損失或損害，於閣下要求時如數作出賠償，但因閣下故意失責違約或重大疏忽引起的損害除外。
11. I/We shall be aware that trading on an electronic trading system may differ from trading on other electronic trading systems. If I/We undertake transactions on an electronic stock trading system, I/We will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order(s) are either not executed according to my/our instructions or is not executed at all.  
本人/吾等獲悉經電子交易系統買賣，可能有別於其他電子交易系統之買賣。倘若本人/吾等承擔其於電子證券交易系統上所作出的交易，本人/吾等將會遭受系統上包括硬件及軟件之故障所涉及之風險，任何系統上之故障可能令本人/吾等發出的買賣指示全部或部分無法執行。
12. I/We acknowledge that Exchanges and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agree not to do any act which would constitute an infringement or encroachment of such rights or interests. I/We also understand that you do not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to me/us through the Electronic Stock Trading Services). You shall not be liable in any way for any loss arising from or caused by any (1) inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4)

any unavailability or interruption of any such data, message or information whether due to any act of you; or (5) by any forces beyond the control of you.

本人/吾等承認，該(等)交易所和一些機構對其等提供給數據傳送各方之一切市場數據擁有所有權益和權利，並同意不會採取任何可能對上述權益和權利構成侵權或侵犯的行動。本人/吾等亦理解閣下不會保證該等市場數據或任何市場資料(包括透過電子證券交易服務提供給本人/吾等的任何資料)的及時性、次序、準確性或完整性。閣下對下述事項所引起或造成之任何損失概不承擔任何責任; (1) 任何上述數據、資料或信息的不準確性、錯誤或遺漏; (2) 上述數據、資料或信息之傳送或交付延誤; (3) 通訊中斷或阻塞; (4) 不論是否由於閣下的行為所致之該等數據、資料或信息的無法提供或中斷; 或 (5) 閣下無法控制的外力。

13. **Declaration and Acknowledgement by Client (客戶聲明及確認)**

I/We hereby confirm that the above terms and conditions were provided in a language of my/our choice; and I/we was/were invited to read the terms and conditions to ask questions and take independent advice if I/we wish.

本人/吾等確認已獲按照本人/吾等選擇的語言提供以上的風險披露聲明，及本人/吾等已獲邀閱讀該等風險披露聲明、提出問題及徵求獨立的意見（如本人/吾等有此意願）。

I/We hereby further confirm that I/we fully understand and agree to be bound by this agreement and I/we have been invited to ask questions and take independent advice if I/we wish.

本人/吾等進一步確認本人/吾等完全明白及願意接受本協議書的條文約束及本人/吾等已獲邀提出問題及徵求獨立意見（如本人/吾等有此意願）。

Date (日期): \_\_\_\_\_

Client Name (客戶姓名):

)  
)  
)  
)

\_\_\_\_\_  
Client Signature(客戶簽署)

Authorized Signature(s) &/or Business Chop(授權簽署及商業印鑑)

Witnessed by (在見證人見證下簽署):

Witness Name (見證人姓名):

Title(職位):

\_\_\_\_\_  
Witness Signature(見證人簽署)

ACKNOWLEDGED AND ACCEPTED )  
by an authorized signatory )  
for and on behalf of )  
**SINCERE SECURITIES LIMITED** )

(由訊匯證券有限公司  
之授權簽署人確認及接受代表簽署)

For and on behalf of  
**SINCERE SECURITIES LIMITED**  
訊匯證券有限公司

\_\_\_\_\_  
Authorized Signature (授權簽署)

**CERTIFIED COPY OF RESOLUTIONS**

**RESOLUTIONS OF THE BOARD DIRECTORS OF** \_\_\_\_\_  
\_\_\_\_\_ (“Company”) duly and effectively  
passed in accordance with the laws of \_\_\_\_\_ and with the Company’s  
constitution on \_\_\_\_\_.

**RESOLVED :**

1. That \*cash/margin securities dealing account(s) (“Account(s)”) be opened with Sincere Securities Limited (“Sincere”) subject to the terms and conditions in the account opening documents (“Documents”) as produced to the Meeting. Terms and expressions used in the Documents shall have the same meaning when used in these Resolutions.
2. That any \_\_\_\_\_ of the following persons (“Authorized Persons”) be and \*is/are hereby authorized for and on behalf of the Company to execute and deliver the Documents, and to make, execute and deliver any other agreements, guarantees, authorization, security documents, acknowledgements, releases, assignments or other documents (including any written instruction to Sincere to buy, sell and deal in and with all kinds of Securities) in relation to the Account(s).

Name	Title	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. That any of the Authorized Persons be and is authorized for and on behalf of the Company to give oral instructions to Sincere to buy, sell and deal in and with all kinds of Securities in respect of the Account(s).
4. That Sincere be informed from time to time by notice in writing of any change in the list of Authorized Persons and that Sincere be entitled to rely upon such notice until receipt by Sincere of such further notice.

**CERTIFICATE**

I, the undersigned, \_\_\_\_\_, hereby certify that the foregoing is a full, true and correct copy of the resolution duly and regularly passed and adopted by the Board of Directors of the Company on the date stated therein; that the said resolutions appear in the minutes of the Company, and that the same have not been rescinded or modified and are now in full force and effect.

I, the undersigned, further certify that the Company is duly organized and existing, and has the power to take the action called for in the foregoing resolutions.

Date: \_\_\_\_\_



\_\_\_\_\_  
Directors

Name:

Date:

\*Delete where inapplicable

**GUARANTEE**

To: Sincere Securities Limited

1. I/We, \_\_\_\_\_ (Guarantor) at \_\_\_\_\_  
\_\_\_\_\_ in consideration of  
SINCERE SECURITIES LIMITED (hereinafter called “the Company”) which expression shall include and  
extend to its successors and assigns) agreeing at my/our request to open and/or continue to maintain an account in  
the name of \_\_\_\_\_ (name of  
account holder) (hereinafter called “the Customer”) hereby unconditionally guarantee, undertake and agree with  
the Company as principal obligor and not merely as surety on written demand by the Company:
- (a) to pay and discharge the following (hereinafter called the “Liabilities”):
    - (i) all liabilities incurred by the Company in connection with the Company’s dealings in securities on behalf of the Customer;
    - (ii) all monies now or hereafter paid to, for or on account of the Customer (whether alone or jointly with any other person) by the Company; and
    - (iii) all other liabilities of the Customer to the Company whatsoever, whether actual or contingent, present or future and including, without limitation, liabilities incurred as a guarantor or surety together with all interest thereon and commission, costs, charges and expenses chargeable by the Company against the Customer (including legal fees), from time to time remaining unpaid or undischarged,; and
  - (b) to pay all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery or attempted recovery by the Company of monies due to the Company under this Guarantee.
2. My/Our liability under this Guarantee shall extend to cover:
- (a) in the case of the death, bankruptcy or liquidation of the Customer, all sums which would have been owing to the Company by the Customer if such death had occurred or such bankruptcy or liquidation had commenced at the time when the Company received actual notice thereof and notwithstanding such death, bankruptcy or liquidation;
  - (b) all money obtained from or liabilities incurred to the Company notwithstanding that the incurring of such liabilities may have been invalid or in excess of the powers of the Customer or of any director, attorney, agent or other person purporting to act on behalf of the Customer and notwithstanding any other irregularity in the incurring of such liabilities;
  - (c) in the event of the discontinuance by any means of this Guarantee, all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account of the Customer on the Company and purporting to be dated on or before the date when such discontinuance become known to the Company or (in the case of notice to discontinue given hereunder) took effect although presented to or paid by the Company after that date and all liabilities of the Customer to the Company at such date whether payable forthwith or at some future time and also all credits then established by the Company for the Customer.
3. If the Customer is an infant or under a disability or is an unincorporated body which is under no liability to discharge obligations undertaken or purported to be undertaken on its behalf this Guarantee shall be binding on me/us notwithstanding that fact as if I/we were the principal debtor(s).
4. If this Guarantee is given in respect of the liabilities of a firm it shall apply to all liabilities incurred until receipt by the Company of actual notice of dissolution of the firm but if there shall be any other change in the constitution of the firm this Guarantee shall continue and, in addition to securing the liabilities of the firm as constituted before the change, shall apply to the liabilities of the firm as constituted after such change.
5. The Company may at all times without prejudice to this Guarantee and without discharging or in any way affecting my/our liabilities hereunder:
- (a) determine, vary or increase any credit to the Customer;

- (b) grant to the Customer or to any other person any time or indulgence;
  - (c) renew any bills, notes or other negotiable instruments or securities;
  - (d) deal with, exchange, release, modify or abstain from perfecting or enforcing any securities or other guarantees or rights which the Company may now or hereafter have from or against the Customer or any other person;
  - (e) compound with the Customer or with any other person or guarantor.
6. This Guarantee shall not be affected by any failure on the Company's part to take any security or by the invalidity of any security taken. My/Our liability hereunder shall not be discharged or in any way affected by any act or omission on the part of the Company under or in relation to this Guarantee or by any course of dealing between the Company and us.
7. This Guarantee shall not be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the Liabilities or by any other matter or thing whatsoever but shall constitute and be a continuing guarantee to the Company and shall extend to cover the ultimate balance of the Liabilities and shall be binding upon me/us and my/our personal representative until the expiration of one month after the receipt by the Company from me/each of us or my/our personal representatives of notice in writing to discontinue it.
8. This Guarantee shall be in addition to and is not to be prejudiced by any other guarantee or other security whether by way of mortgage, charge, lien or otherwise which the Company may now or at any time hereafter have or hold from me/us, the Customer or any other party for all or any part of the Liabilities and on discharge by the payment or otherwise shall remain the property of the Company.
9. In the event of this Guarantee being determined or ceasing from any cause to be binding as a continuing guarantee on me/us or my/our personal representatives:
- (a) it shall be lawful for the Company to continue any account with the Customer notwithstanding such event and my/our liability or as the case may be the liability of my/our estate(s) for the amount of the Liabilities at the date this Guarantee is determined shall continue notwithstanding any subsequent payment to or drawing upon or advance by the Company by or to or for or on behalf of the Customer; and
  - (b) the Company may forthwith without thereby affecting its rights under this Guarantee open a new or separate account with the Customer and, if the Company does not open a new or separate account, the Company shall nevertheless be treated as if it had done so at the time (the "relevant time") that the Company received notice or became aware that this Guarantee had determined or ceased to be binding as a continuing guarantee and as from the relevant time all monies paid by or on behalf of the Customer shall be credited or be treated as having been credited to the new or separate account and shall on settlement of any claim in respect of this Guarantee not operate to reduce the amount due from the Customer at the relevant time or the interest thereon unless the person or persons paying in such monies shall at the time of payment direct the Company in writing to appropriate the sum specially to that purpose.
10. The Company shall be entitled at all times to place and keep in a separate or suspense account or accounts to the credit of me/us or, as the case may be, my/our personal representatives or to the credit of such other person as the Company may think fit any monies received under this Guarantee or as result of the exercise of any of its rights against the Customer or any other surety in respect of the Liabilities for so long and in such manner as the Company may determine without any intermediate obligation to apply the same or any part thereof in or towards the discharge of the Liabilities and the Company shall be entitled to prove against me/us as if any amount standing to the credit of such account had not been received. I/We hereby irrevocably waive any right of appropriation in respect of any sums paid by me/us or any one or more of us hereunder.
11. Until all the Liabilities have been fully paid and discharged (and notwithstanding that I/we may have discharged the amount of this Guarantee), I/we shall not take any step to enforce any right against the Customer or his/their representatives in respect of this Guarantee of any monies paid hereunder or prove in any bankruptcy, liquidation, administration, winding up or other proceeding having an effect equivalent thereto of the Customer (each of which proceedings are hereinafter called a "Liquidation") in respect thereof in competition with the Company or claim the benefit of any securities held by the Company.
12. I/We have not taken and, until the Liabilities have been discharged and satisfied in full, will not take without the Company's prior written consent any security (which for the purposes of this Clause shall include any promissory note, cheque or bills of exchange) from the Customer in connection with this Guarantee; and in the event of me/us or any one or more of us having taken or taking any security in contravention of this provision I/we or such one or more of us will hold the same on trust for the Company as further security for the Company

and will forthwith deposit the same and all documents relating thereto with the Company and I/we will account to the Company for all monies at any time received by me/us or such one or more of us in respect thereof.

13. Any settlement or discharge between me/us and/or any one of us and the Company shall be conditional upon no security (including without limitation, any guarantee) furnished or payment made to the Company by the Customer or any other person being avoided or reduced by virtue of any relevant statutory provisions or enactments relating to bankruptcy, winding up or liquidation or other proceeding having an equivalent effect to any of the foregoing for the time being in force in any jurisdiction and the Company shall be entitled to retain any security held in respect of my/our liability hereunder (hereinafter called the "Guarantee Security") until the expiration of the period or periods under such provisions or enactments within which such payment or security could be avoided or reduced and if within any such period the payment or security is so avoided or reduced the Company shall be entitled to retain the Guarantee Security or any part thereof for and during such further period as the Company in its entire discretion shall determine.
14. In any proceedings under or for any other purpose of this Guarantee a certificate signed by any officer or representative or the Company certifying the amount of the Liabilities shall be accepted by me/each of us and my/our respective legal representative(s) as conclusive evidence thereof.
15. I/We will pay and discharge the Liabilities in whatever currencies the Liabilities are entered in the books of the Company and if any other part of the Liabilities is entered in a different currency from any part or parts of the Liabilities I/we shall pay and discharge each part of the Liabilities in the currency in which such part is entered in the books of the Company and if any such payment or discharge is subject to any withholding or other tax, duty, levy, impost or charge imposed or levied by or on behalf of any government or any political subdivision or taxing authority thereof I/we shall pay to the Company such additional amounts as may be necessary to ensure the receipt by the Company of the full amount of the Liabilities.
16. I/We agree that in addition to any general lien, right to combine or consolidate accounts, set-off or other similar right to which the Company may be entitled by law the Company shall be entitled at any time and from time to time without notice to me/us to set off, transfer or apply all or any of the monies from time to time standing to the credit of any account in my/our names or the names of any one of us as the case may be with the Company (regardless of (i) the branch of the Company at which and/or (ii) the currency in which the account is maintained) in or towards the discharge of the Liabilities or any other of my/our obligations under this Guarantee.
17. (a) Any notice or demand hereunder by the Company to me/us shall be in writing and shall be deemed to have been sufficiently given if sent by prepaid (and, if posted to a place outside, Hong Kong, air mail) post to my/our address as appearing herein or to my/our registered office or last known address as I/we may from time to time have notified to the Company and any notice or demand so sent shall be deemed to have been served on the day following the date of posting if posted in Hong Kong to an address in Hong Kong and on the eighth day following posting if posted to or from a place outside Hong Kong and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted.  
(b) Any notice or correspondence sent by me/us to the Company shall only be deemed given to the Company upon actual receipt by the Company of such notice or correspondence addressing to the Company's managing director.
18. If any one or more of the provisions of this Guarantee or any part or parts thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Guarantee and this Guarantee shall be construed as if such illegal, invalid or unenforceable provisions were not contained herein.
19. (a) In this Guarantee wherever the context so requires or permits (1) where the Customer comprises two or more persons all references to the Customer shall be construed as references to all or any of such persons, (2) the singular shall include the plural and vice versa, (3) the expression "person" shall mean and include a company, society, corporation, firm or an individual and in the case of an individual his or her executors, administrators, committee, receiver or other person lawfully acting on behalf of every such person, (4) the expression "this Guarantee" shall be construed as including and extending to any separate or independent stipulation or agreement herein contained, and (5) any reference to any statutory provision or enactment shall be deemed to include a reference to any modification or re-enactment thereof for the time being in force.  
(b) Where this Guarantee is signed by more than one party our liability hereunder shall be joint and several

and every agreement and undertaking on our part shall be construed accordingly and all references to us in this Guarantee shall, where the context requires or permits be construed as references to all or any of us and the Company shall be liberty to release or discharge any of us from the liabilities of this Guarantee or to accept any composition from or make any other arrangements with any of us without releasing or discharging the other or others of us or otherwise prejudicing or affecting the rights and remedies of the Company against the other or others of us and no one of us shall be nor shall this Guarantee be released or discharged by death or the death of any other of us.

20. This Guarantee shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company or corporation by which the business of the Company may from time to time be carried on and shall be available to the company carrying on that business for the time being.
21. This Guarantee is and will remain the property of the Company notwithstanding the payment in full of any claim or claims of the Company hereunder.
22. The Company may assign all or a part only of its rights under this Guarantee to any person without my/our prior consent or approval.
23. This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and I/we hereby submit to the non-exclusive jurisdiction of the Courts of Hong Kong.

Date: \_\_\_\_\_

**Particulars of Guarantor:**

Name : \_\_\_\_\_

ID Card No./Passport No. \_\_\_\_\_

Tel No. \_\_\_\_\_

SIGNED AND DELIVERED BY \_\_\_\_\_ )



\_\_\_\_\_  
Signature of Guarantor

Witnessed by:-

Name :

Title :

\_\_\_\_\_  
Signature of Witness

**SINCERE SECURITIES LIMITED**  
**訊匯證券有限公司**  
**Notice to Guarantor (致擔保人之通知書)**

To: \_\_\_\_\_ (Guarantor's Name 擔保人姓名)

We, SINCERE SECURITIES LIMITED, refer to proposed execution by you of the Guarantee (“the Guarantee”) in our favour in connection with our providing or continuing services of securities dealing (including margin facility services) or other accommodation or services for so long as we may think fit to \_\_\_\_\_ (Client's Name 客戶姓名) (“the Client”), and inform you as follows:-

本行〔訊匯證券有限公司(以下簡稱「本行」)]關於閣下就本行向\_\_\_\_\_ (「客戶姓名」)提供或延續本行認為適當之證券買賣服務(包括保證金服務)或其他貸款或服務而建議簽訂發給本行之擔保(以下簡稱「該擔保書」),並通知閣下\_\_\_\_\_ (擔保人姓名)如下:

1. You should seek independent legal advice prior to your execution of the Guarantee;  
閣下應在簽訂該擔保書之前尋求獨立的法律意見;
2. Your liability under the Guarantee for the obligations of the Client to us is unlimited in respect of all monies owing by the Client to us from time to time plus interest and other charges and expenses specified in the Guarantee;  
對客戶隨時所欠本行一切款項及其利息與該擔保書所指明之其他收費及開支,閣下須負無限責任;
3. All amounts that you are liable to pay under the Guarantee are payable on demand, irrespective of whether any steps have been or will be taken against the Client or any other person;  
該擔保書下閣下負責之一切款項,一經要求即須支付,不論已否對客戶或任何其他人士採取行動亦然;
4. You would be called upon to make payments under the Guarantee if the Client fails to pay any of the amounts secured by the Guarantee; and  
倘客戶並不支付該擔保書所擔保的任何款項,將要求閣下根據該擔保書支付;及
5. Your liability under the Guarantee will not be extinguished until all amounts secured are finally and effectively discharged.  
在最終的及有效的清償該擔保書所擔保的全部款項之前,閣下在該擔保書下的責任將不會消除。

Please note that the above is for your information only and shall not prejudice any of our rights or remedies under the Guarantee. Neither our representative nor we is or has purported to act as your financial or legal adviser, and if you have any doubt, you should seek your own legal advice

謹請留意,上文所載僅供參考,且並不損及該擔保書下的本行任何權利或補償。本行或本行代表並無聲稱擔任閣下的財務或法律顧問,如有疑問,閣下應先行尋求法律意見。

**SINCERE SECURITIES LIMITED**  
**訊匯證券有限公司**

**Acknowledgment by Guarantor(擔保人之認收書)**

To: **SINCERE SECURITIES LIMITED** (“the Company”)

致：訊匯證券有限公司（以下簡稱「貴行」）

I/We hereby acknowledge receipt of the above upper case NOTICE TO GUARANTOR (“the Notice”) at a meeting with a representative of the Company prior to my/our execution of the Guarantee described in the Notice.

本人／吾等特此承認於本人／吾等簽訂上文部分致擔保人之通知書（以下簡稱「此項通知書」）之前，與 貴行代表舉行會議上收到此項通知書。

I/We further confirm that: (1) I/We fully understand the content of the Notice; (2) I/We have been advised to seek my/own legal advice prior to the execution of the Guarantee; (3) I/We execute the Guarantee voluntarily and free from any duress, undue influence or misrepresentation.

本人／吾等進一步確認：(1)本人／吾等完全明白此項通知書之內容，(2)本人／吾等已獲通知於簽署該擔保書前，自行尋求法律意見，(3)本人／吾等自願簽署該擔保書並沒有任何威迫、不當干擾或失實陳述。

I/We further agree that the Chinese versions of the Notice and this Acknowledgment are for reference only and the English version shall govern for all purposes.

本人／吾等進一步同意，此項通知書及認收書之中文譯本只供參考，一切均以英文原文為準。

Date 日期:



\_\_\_\_\_  
Guarantor's Name & Signature(擔保人姓名及簽署)



\_\_\_\_\_  
Guarantor's Name & Signature(擔保人姓名及簽署)

\_\_\_\_\_  
Name & Signature of Witness(見證人姓名及簽署)

**OFFICIAL USE ONLY**

**Client Background**

- Local Corporate A/C                       Overseas Corporate A/C                       Staff A/C  
 Associate A/C                                 Others Traders A/C

**Checklist**

<u>Cash A/C</u>	<u>Margin A/C</u>
<input type="checkbox"/> Client Agreement	<input type="checkbox"/> Client Agreement
<input type="checkbox"/> Client Information Statement	<input type="checkbox"/> Authorization Letter
<input type="checkbox"/> Board Resolution	<input type="checkbox"/> Client Information Statement
<input type="checkbox"/> ID/Passport Copy of Directors & Authorized Persons	<input type="checkbox"/> Margin Loan Facility x 2
<input type="checkbox"/> (verified by AE with signature)	<input type="checkbox"/> ID/Passport Copy of Directors & Authorized Persons
CI, MA	<input type="checkbox"/> (verified by AE with signature)
<input type="checkbox"/> BR	<input type="checkbox"/> Board Resolution
<input type="checkbox"/> Correspondence address proof (within 3 months)	<input type="checkbox"/> CI, MA
<input type="checkbox"/> Financial proof (if any)	<input type="checkbox"/> BR
<input type="checkbox"/> Personal Guarantee	<input type="checkbox"/> Correspondence address proof (within 3 months)
	<input type="checkbox"/> Financial proof (if any)
	<input type="checkbox"/> Personal Guarantee
	<input type="checkbox"/>

**Credit and Risk Control**

**Must be completed by AE:**

AE Code: \_\_\_\_\_ AE Name: \_\_\_\_\_  
Year of relationship with client: \_\_\_\_\_ months/years  
Relationship between AE and client: \_\_\_\_\_  
Confirmed & Signed by AE:  
  
\_\_\_\_\_  
Date: \_\_\_\_\_

**Completed by MD/ED**

Trading Limit approval : HK\$ \_\_\_\_\_  
Interest rate : \_\_\_\_\_ %                      Commission rate : \_\_\_\_\_ %

Remarks : \_\_\_\_\_

Received by: \_\_\_\_\_                      Complied by: \_\_\_\_\_                      Approved by: \_\_\_\_\_                      Processed by: \_\_\_\_\_  
Marketing Dept.                      Compliance Dept.                      MD/ED                      Settlement Dept.  
Date: \_\_\_\_\_                      Date: \_\_\_\_\_                      Date: \_\_\_\_\_                      Date: \_\_\_\_\_