

CASH CLIENT'S AGREEMENT

To: Sincere Securities Limited

9/F, Cosco Tower, 183 Queen's Road Central, Hong Kong,
(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"))

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: -

1. The Account

- 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.
- 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.

2. Laws and Rules

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.

3. Transactions

- 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.
- 3.2 I/We acknowledge you will not accept any short sale order..
- 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.
- 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.
- 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
 - pay you cleared funds or deliver to you securities in deliverable form or
 - 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): -
 - 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
 - in the case of a sale Transaction, borrow and/or purchase (such sold) securities in order to settle the Transaction.
- 3.6 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.
- 3.7 You may take the opposite position to my/our orders whether it is on your own account or on behalf of your other clients.
- 3.8 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.
- 3.9 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.

- 3.10 I/We will be responsible to you for any losses, costs, fees and expenses resulting from my/our settlement failures.
- 3.11 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 Hongkong & Shanghai Banking Corporation Limited or at such other rate and on such other terms as you notify me/us from time to time.
- 3.12 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the extra costs of such purchase.

4. Safekeeping of securities

- 4.1 Any securities which are held by you for safekeeping may, at your discretion
- (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
 - (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.
- 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.
- 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).

5. Cash Held for Me/Us

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.

6. Set-Off

- 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.
- 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.

7. Representations, Warranties and Undertakings

- 7.1 I/We hereby warrant and represent and undertake to you in the following terms:
- (a) I am/We are acting as principal and not trading on behalf of any other person unless you are notified otherwise in writing;
 - (b) The terms and conditions herein and their performance and the obligations contained herein do not and will not (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 (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;
 - (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

- borker or dealer;
- (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).
- 7.2 The above representations and warranties shall be deemed to be repeated immediately before each instruction is given or executed.

8. Client Data

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.

9. General

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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.

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.

10. RISK DISCLOSURE STATEMENT – SECURITIES TRADING

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.

11. RISK DISCLOSURE STATEMENT – GROWTH ENTERPRISE MARKET (“GEM”)

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.

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.

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.

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.

12. RISK DISCLOSURE STATEMENT – RISK OF TRADING NASDAQ-AMEX SECURITIES AT THE STOCK EXCHANGE OF HONG KONG LIMITED

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.

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): _____

Client Information Statement (1) 客戶資料表

1. 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
- Others (e.g. Trust Account, please provide relevant documents) 其他 (例如: 信託戶口, 請提供有關文件)
- _____

2. 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 months 月/years年: _____ Warrants 認權證 months月/years 年: _____
- Options 期權 months 月/years 年: _____ Futures 期貨 months 月/years 年: _____
- Others 其他 _____ months 月/years 年: _____

3. 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 _____

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

Please confirm whether you have any relationship with the directors or employees of Sincere Securities Limited?
請聲明閣下與本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: _____

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

Please confirm whether you 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

請聲明你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 : _____

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

Please confirm whether you or the ultimate beneficial owner(s) of the Account (“Relevant Person”) is/are a licensed or registered person(s) or a director or an employee of any licensed or registered person of Securities and Futures Commission in Hong Kong?
請聲明你或此戶口的最終權益擁有人(「有關人士」)是否香港證券及期貨事務監察會的獲發牌或註冊人士,或獲發牌或註冊人士之董事或職員?

- Yes 是 I/We enclose my/our current employer’s consent(s) with the application
本人/吾等附上現任僱主的同意書

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 the licensed or registered person(s) 獲發牌或註冊人士名稱:

Position 職位: _____

- No 不是

7. Financial Background 財政狀況

Annual Income 每年收入:

Income Source 收入來源:

- Salary/Commission 薪金/佣金 Rental Income 物業租金 Dividend/Interest 股息/利息
 Business Profit 營業利潤 Nil 沒有 Others 其他 _____

Estimated Total Amount (in HKD): 估計總金額 (港幣計算)

- 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\$1,000,000 or more (或以上)

Net Assets Value 資產淨值:

Source of Asset 資產來源:

- Cash/Deposit 現金/存款 Property 房產 Valuable Stock 有價值證券
 Nil 沒有 Other 其他 _____

Approximate Net Asset Value 資產淨值概算

- Less than (少於) HK\$200,000 HK\$200,001 - HK \$500,000 HK\$500,001 - HK\$1,000,000
 HK\$1,000,000 - HK \$5,000,000 HK\$5,000,001 or more (或以上)

8. Staff Account 職員戶口

Please confirm whether you are an employee or agent of Sincere Securities Ltd.

請聲明你是否訊匯證券有限公司之職員或經紀?

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) : _____

9 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...)

Home Address 住址 Business Address 商業地址 E-Mail Address 電郵地址

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: This Client Information Statement must be accompanied by:

注意: 此客戶資料表必須連同以下文件

- 1) A copy of the identity card, or relevant sections of the passport of the Client or in the event of Joint Account, each of the Joint Account holders.
客戶 (如聯名戶口每一位聯名客戶) 身份證或護照副本
- 2) Correspondence address proof 通訊地址證明

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)
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

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

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

Account No: 賬戶號碼	Date: 日期
Account Name: 客戶姓名	
e-mail address of client: 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）。

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)

OFFICIAL USE ONLY

Client Background

- | | | |
|--|--|--------------------------------------|
| <input type="checkbox"/> Individual Client A/C | <input type="checkbox"/> Joint A/C | <input type="checkbox"/> Staff A/C |
| <input type="checkbox"/> Associate A/C | <input type="checkbox"/> Staff/Agent of other broker firm/bank | <input type="checkbox"/> Oversea A/C |

Checklist

- Client Agreement
- Client Information Statement
- ID/Passport Copy (verified by AE with signature)
- Correspondence address proof (within 3 months)
- Financial proof (if any)

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: _____

Commission Rate: _____ %

Confirmed & Signed by AE:

Date: _____

Completed by MD/DD

Trading Limit approval : HK\$ _____

Interest rate : _____ %

Remarks : _____

Received by:

Noted by:

Approved by:

Processed by:

Marketing Dept.

Compliance Dept.

MD/ED

Settlement Dept.

Date: _____

Date: _____

Date: _____

Date: _____