

## MARGIN CLIENT'S AGREEMENT

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN SINCERE SECURITIES LIMITED**, an Exchange Participant of The Stock Exchange of Hong Kong Limited (“the Exchange”) and a registered securities dealer with the Securities and Futures Commission 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) (hereinafter referred to as the “Broker”) whose registered office is located at 9/F, Cosco Tower, 183 Queen's Road Central, Hong Kong and

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(hereinafter referred to as the “Client”)

### **WHEREAS**

- (1) When a stockbroker provides a customer with credit facilities in respect of transactions in securities effected by the stockbroker on behalf of the customer, the account which the stockbroker establishes with the customer to record such transactions is said to be margin securities trading account (“margin account”);
- (2) The Client is desirous of opening one or more margin accounts with the Broker for the purpose of trading in securities; and
- (3) The Broker agrees that he will open and maintain such margin account(s) and act as an agent for the Client in purchase and sale of securities subject to the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

### **1. The Account**

- 1.1 This Agreement sets out the terms and conditions to which the Client shall be subject upon the Client opening a margin account (“Account”) with the Broker in relation to transactions carried out in connection therewith.
- 1.2 The Client confirms that the information contained in the “Client Information Statement” or otherwise supplied by or on behalf of the Client to the Broker in connection with the opening of the account is complete, true and correct. The Broker is entitled to rely on such information until written notice from the Client of any changes therein has been received.
- 1.3 Whilst the Client expects the Broker to keep confidential all matters relating to the Client’s Account, the Client hereby expressly agrees that the Broker may, if requested by the Exchange, the Securities and Futures Commission and other lawful authorities, provide to the Exchange, the Securities and Futures Commission and such other lawful authorities details of the Client’s Account, in order to assist the Exchange, the Securities and Futures Commission and such other lawful authorities with any investigation or enquiry it/they is/are undertaking.

### **2. Laws and Rules**

All transactions in securities made for or on behalf of the Client in Hong Kong shall be subject to the relevant provisions of the constitution, rules, regulations, bye-laws, customs and usages of the Exchange and the Hong Kong Securities Clearing Company Limited (“HKSCC”) and of the Laws of Hong Kong as amended from time to time. The Rules of the Exchange and HKSCC, in particular those rules which relate to trading and settlement, shall be binding on both the Broker and the Client in respect of transactions concluded on the instructions of the Client.

### **3. Transactions**

- 3.1 All transactions executed on instructions of the Client (whether) on the floor of the Exchange shall be subject to a transaction levy and any other levies that the Exchange from time to time may impose. The Broker is authorized to collect any such levies in accordance with the Rules prescribed by the Exchange from time to time.
- 3.2 The Client shall on demand pay the Broker commissions on purchases, sales and other transactions for the Account at such rate as the Broker may from time to time have notified it, together with all stamp duties, bank charges, transfer fees, Interest and other expenses in respect of or connected with the

Account or any transaction thereof or any securities therein. The Broker is authorized to deduct such amount from the Account.

- 3.3 Notwithstanding anything herein contained, the Broker shall be entitled, at its absolute discretion, to refuse to accept any of the Client's instruction and shall not be obliged to give any reason for such refusal.
- 3.4 In the event that the Broker commits a default as defined in the Securities and Futures (Investor Compensation – Claims) Rules and the Client thereby sustains a loss, the Client understands that the right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance (Cap 571) will be restricted to the extent provided for therein.
- 3.5 The Client shall on demand from the Broker make payments of deposits or margins in cash, securities or otherwise in amounts agreed with the Broker or which may be required by the rules of any exchange or market of which the Broker is a member.  
The Client shall be granted credit facilities up to such percentage as may be agreed from time to time of the market value of the collateral maintained with the Broker.  
In case the market value of the collateral drops, the Client is required to make additional margin deposits immediately upon demand by Broker and in any event, before the close of business of the day on which such margin call is made.
- 3.6 By reason of physical restraints on the Exchange and rapid changes in the prices of securities that frequently take place, there may, on occasions, be a delay in making prices or in dealing. The Broker may not after using reasonable endeavours be able to trade at the prices quoted at any specific time. The Broker is not liable for any loss arising by reason of its failing, or being unable, to comply with any terms of the Client's order. Where the Broker is unable after using reasonable endeavours to perform any order in full, the Broker is entitled to effect partial performance only without prior reference to the Client's confirmation.
- 3.7 The Client acknowledges that any sale or purchase of securities effected by the Broker pursuant to the Client's instructions is not resulted from the selection or advice in the selection of such securities by the Broker, but a result of the Client's judgment and decision.
- 3.8 The Broker may take the opposite position to the Client's order whether it is on the Broker's own account or on behalf of its other clients.
- 3.9 The Client admits that the Broker may in its course of business possess information relating to securities and the Broker shall have no duty to disclose to the Client any such information.
- 3.10 Unless otherwise agreed, the Client agrees that when the Broker has executed a purchase or sale transaction on the Client's behalf, the Client will by the due settlement date make payment to the Broker against delivery of or credit to the Client's Account for purchased securities, or make good delivery of sold securities to the Broker against payment, as the case may be.
- 3.11 In the event that the Broker has to obtain securities, which the Broker has purchased on behalf of the Client, in the open market, following the failure of the selling broker to deliver on the settlement date, the Broker will be responsible for any difference in price and all incidental expenses in connection with such open market purchase.
- 3.12 The Client undertakes to pay interest to the Broker in respect of any debit balance on the Account or any amount otherwise owing to the Broker at any time at such rate as may be specified from time to time by the Broker or failing any such specification at a rate equivalent to 3.5% per annum above the best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time and payable on the last day of each calendar month or upon any demand being made by the Broker.

#### **4. Safekeeping of Securities**

- 4.1 Any securities which are held by the Broker for safekeeping may, at the Broker's discretion
- (a) (in the case of registrable securities) be registered in the name of the Client or in the name of the nominee of the Broker and the Broker and/or the Broker's nominee shall be under no responsibility to forward any notices, proxies or other documents or communications in respect of the securities to the Client; or
  - (b) be deposited in safe custody in a designated account with the banker(s) of the Broker 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 Securities and Futures Commission as a provider of safe custody services.
- 4.2 If, in relation to any securities deposited with the Broker which are not registered in the Client's name any dividends or other distributions or benefits accrue in respect of such securities, the Client's account with the Broker shall be credited (or payment made to the Client as may be agreed) with the proportion of such benefit equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of Client.
- 4.3 If, in relation to any securities deposited with the Broker which are not registered in the name of the Client,

any loss is suffered by Broker therefrom, the margin account may be debited (or payment made by the Client as may be agreed) with the proportion of such loss equal to the proportion of the total number or amount of relative securities which shall comprise securities held on behalf of the Client.

- 4.4 The Client authorizes and agrees that in respect of securities (collateral) deposited with the Broker, or with another person to facilitate the provision of any financial accommodation by the Broker, or on behalf of the Broker and for a period of not more than 12 months from the date of the Authorization Letter from the Client to the Broker, the Broker may:
- (a) deposit the relevant securities (collateral) with financial institutions as collateral for any financial accommodation provided to the Broker; or
  - (b) lend or deposit the securities (collateral) to any person (in accordance with the Securities and Futures Ordinance and its rules and other applicable laws and regulations); or
  - (c) deposit the securities (collateral) with clearing houses as collateral for the discharge and satisfaction of the Broker's clearing obligation and liabilities and
  - (d) apply any of the Client securities or securities collateral pursuant to a securities borrowing and lending agreement.

Such authority may be renewed in writing at the Broker's discretion for one or more further periods not more than 12 months unless objected to in writing by the Client. Such authorization will be deemed to have been renewed if at least 14 days prior to the expiry of the authorization, the Broker gives a written notice to the Client, reminding the Client of its impending expiry and informing the Client that unless the Client objects, it will be renewed upon expiry upon the same terms and conditions as specified in the authorization. Where the authorization is deemed to have been renewed, the Broker will give a written confirmation of the renewal of the authorization to the Client within 1 week after the date of expiry. The authorization shall remain in full force and effect until the Broker receives written notice of revocation from the Client and such written notice shall take effect upon the expiry of 14 days from the date of the Broker's actual receipt of such notice.

## **5. Cash Held for the Client**

Any cash held for the Client, other than cash received by the Broker in respect of transactions and which is on-paid for settlement purposes or to the Client, 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 the Client and the Broker, any interest accrued on such monies shall be retained by the Broker.

## **6. Event of Default**

All of the obligations of the Client to the Broker shall immediately become due and payable on demand by the broker upon the happening of any of the following events:

- (a) Failure by the Client to perform any of the terms of this or any other agreement between the Broker and the Client;
- (b) The levy or enforcement of any attachment, execution or other process against the Client, or against any of the accounts of the Client with the Broker;
- (c) Any representation or warranty made by the Client to the Broker in this Agreement or in any other document being or becoming incorrect;
- (d) Any consent, authorization or board resolution required by the Client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceased to remain in full force and effect; or
- (e) The filing of a petition in bankruptcy, winding up or the commencement of other analogous proceeding against the Client.

## **7. Default and Enforcement**

7.1 Unless otherwise agreed, the Client agrees that should the Client fail to make such payment or delivery of securities by the due settlement date as mentioned above, the Broker is hereby authorized:

- (a) in the case of a purchase transaction, to transfer or sell any such purchased securities, or other securities held for the Account to satisfy the Client's obligations to the Broker; or
- (b) in the case of a sale transaction, to borrow and/or purchase such sold securities to satisfy the Client's obligations to the Broker.

The Client hereby acknowledges that the Client will be responsible to the Broker for any loss, costs fees and expenses in connection with the Client's failure to meet the Client's obligations by due settlement dates as described above.

7.2 If the Client commits a default in payment on demand of the deposits or margins or any other sums payable to the Broker, on the due date therefore, or otherwise fails to comply with any of the terms

herein contained, without prejudice to any other rights the Broker may have, the Broker shall have the right to close the margin account(s) without notice to the Client, and to dispose any or all securities held for or on behalf of the Client and to apply the proceeds thereof and any cash deposit(s) to pay Broker all outstanding balances owing to Broker. The Client will remain liable for any resulting deficit in the account and interest charged on the account. On the other hand, if there are monies remaining after such application, it shall be refunded to the Client.

- 7.3 The Client undertakes to indemnify the Broker and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of the Client's obligations hereunder including any costs reasonably and necessarily incurred by the Broker in collecting any debts due to the Broker or in connection with the closure of the Account.

## **8. Set-Off**

- 8.1 The Client hereby irrevocably directs the Broker 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 the Client to the Broker.
- 8.2 The Broker may at any time combine or consolidate the Account with any other accounts held by the Client with the Broker 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 the Broker in respect of such accounts.

## **9. Representations, Warranties and Undertakings**

- 9.1 The Client hereby warrants and represents and undertakes to the Broker in the following terms:
- (a) The Client is acting as principal and not trading on behalf of any other person unless the Broker is 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 the Client is subject or any provisions of the Client's 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 the Client is a party or is subject or by which any of the Client's property is bound;
  - (c) The Client is, except as previously disclosed in writing to the Broker, 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;
  - (d) The Client is the person ultimately responsible for originating the instructions in relation to and the person 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 the Broker in the Client Information Statement or other written notice to the Broker).
- 9.2 The above representations and warranties shall be deemed to be repeated immediately before each instruction is given or executed.

## **10. Client Data**

The Client confirms that the Broker has duly informed and explained to the Client and that the Client has read and understood the accompanying "Notice to Clients and Other Individuals relating to the Personal Data (Privacy) Ordinance" before furnishing to the Broker personal data relating to the Client. The Client consents to the use of such data and all personal data which may be or have been previously supplied, if any, to the Broker for the purpose of discharging all or any of its 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.

## **11. General**

- 11.1 The Broker will notify the Client of material changes in respect of the Broker's business which may affect the services the Broker provides to the Client.
- 11.2 The Client authorizes the Broker to conduct a credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.
- 11.3 The Broker is entitled at any time and from time to time at its absolute discretion vary, modify, add to or delete any terms and conditions herein and the Client agrees to be bound by such change and to observe perform and comply with such change. Upon notification to the Client of such change and the effective

date of such change (including change which may have retrospective effect), the Client shall be bound by such change from such effective date. After notification being given, the operation of the Account by the Client (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 the Client that the Client has agreed to such change.

- 11.4 Any notice required to be given by the Broker to the Client shall be deemed to have been so given if addressed to the Client or, where the Client consists of more than one person, any or each of them at the last known address of the recipient. Any notice delivered by the Broker personally shall be deemed to have been given at the time of delivery. Any notice despatched by the Broker 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.
- 11.5 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.
- 11.6 Where the Client consists of more than one person, the liability of each of them shall be joint and several and references to the Client shall be construed as the context requires, to any or each of them. The Broker shall be entitled to deal separately with any of them including the discharge of any liabilities to any extent without affecting the liability of the others.
- 11.7 The provisions of this Agreement shall be binding on and enure to the benefit of the Broker's successors, assigns and personal representatives (where applicable). The Broker may assign all or a part only of the Broker's rights and obligations under this Agreement to any person without the Client's prior consent or approval. Without prejudice to the generality of the foregoing, the Broker may at any time assign the outstanding balance of the Account owing to the Broker to any contractual credit management organization or collection agent employed by the Broker for debt recovery proceeding.
- 11.8 The Client confirms that the Client has read all the terms of this Agreement, which have been explained to Client in a language that the Client understands. The Client agrees and accepts all the terms and conditions herein.
- 11.9 This Agreement is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region . The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

## **12. RISK DISCLOSURE STATEMENT – SECURITIES TRADING**

The Client acknowledges 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.

## **13. RISK DISCLOSURE STATEMENT – MARGIN TRADING**

The Client acknowledges that the risk of loss in financing a transaction by deposit of collateral is significant. The Client may sustain losses in excess of the Client's cash and any other assets deposited as collateral with the Broker. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. The Client may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, the Client's collateral may be liquidated without the Client's consent. Moreover, the Client will remain liable for any resulting deficit in the Client's account and interest charged on the Client's account. The Client should therefore carefully consider whether such a financing arrangement is suitable in light of the Client's own financial position and investment objectives.

## **14. RISK DISCLOSURE STATEMENT – GROWTH ENTERPRISE MARKET ("GEM")**

The Client acknowledges 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.

The Client understands that the Client 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.

The Client acknowledges 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.

The Client understands that the Client should seek independent professional advice if the Client is uncertain of or have not understood any aspect of this risk disclosure statement or the nature and risks involved in trading of GEM stocks.

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

The Client acknowledges that the securities under the NASDAQ-Amex Pilot Program (PP) are aimed at sophisticated investors. The Client understands that the Client should consult the Broker and become familiarized with the PP before trading in the PP securities. The Client understands that the Client 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.

**16. RISK DISCLOSURE STATEMENT – RISK OF PROVIDING AN AUTHORITY TO REPLEDGE CLIENT’S SECURITIES COLLATERAL ETC.**

The Client acknowledges that there is risk if the Client provides the Broker with an authority that allows it to apply the Client’s securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge the Client’s securities collateral for financial accommodation or deposit the Client’s securities collateral as collateral for the discharge and satisfaction of the Broker’s settlement obligations and liabilities.

If the Client’s securities or securities collateral are received or held by the Broker in Hong Kong, the above arrangement is allowed only if the Client consents in writing. Moreover, unless the Client is a professional investor, the Client’s authority must specify the period for which it is current and be limited to not more than 12 months. If the Client is a professional investor, these restrictions do not apply.

Additionally, the Client’s authority may be deemed to be renewed (i.e. without the Client’s written consent) if the Broker issues the Client a reminder at least 14 days prior to the expiry of the authority, and the Client does not object to such deemed renewal before the expiry date of the Client’s then existing authority.

The Client further acknowledges that the Client is not required by any law to sign these authorities. But an authority may be required by the Broker, for example, to facilitate margin lending to the Client or to allow the Client’s securities or securities collateral to be lent to or deposited as collateral with third parties. The Broker should explain to the Client the purposes for which one of these authorities is to be used.

The Client acknowledges that if the Client signs one of these authorities and the Client’s securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on the Client’s securities or securities collateral. Although the Broker is responsible to the Client for securities or securities collateral lent or deposited under the Client’s authority, a default by the Broker could result in the loss of the Client’s securities or securities collateral.

The Client acknowledges that a cash account not involving securities borrowing and lending is available from most licensed or registered persons. The Client acknowledges that if the Client does not require margin facilities or does not wish the Client’s securities or securities collateral to be lent or pledged, do not sign the above authorities and/or the AUTHORIZATION LETTER and ask to open this type of cash account.

**17. Declaration and Acknowledgement by Client**

- 17.1 The Client hereby confirms that the above risk disclosure statements were provided in a language of the Client's choice; and the Client was invited to read the risk disclosure statements, to ask questions and take independent advice if the Client wishes.
- 17.2 The Client hereby further confirms that the Client fully understands and agrees to be bound by this agreement and the Client has been invited to ask questions and take independent advice if the Client wishes.

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**Declaration by Representative of Sincere Securities Limited**

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.

\_\_\_\_\_  
Signed by representative

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

## AUTHORIZATION LETTER

**To: Sincere Securities Limited**

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

Dear Sirs

**Authority under the Securities and Futures Ordinance and the Securities and Futures (Client Securities Rules) to apply, lend or deposit securities (collateral)**

This letter of authority covers all securities purchased or held by you on my / our behalf or deposited with you (as collateral).

I/We \_\_\_\_\_ in full understanding the contents of this letter and authorize you to:

1. deposit any of my/our securities (**collateral**) with an authorized institution (as defined by the Banking Ordinance) as collateral for financial accommodation provided to you;
2. lend or deposit any of my/our securities (**collateral**) to fulfill settlement obligations between the exchange participants of The Stock Exchange of Hong Kong Limited ("SEHK"). Any lending or depositing must be in accordance with the regulations of SEHK;
3. deposit any of my/our securities (**collateral**) with Hong Kong Securities Clearing Company Limited ("HKSCC") as collateral for the discharge and satisfaction of your clearing obligations and liabilities under the General Rules of the Central Clearing and Settlement System. I/We understand that HKSCC will have a first fixed charge over my/our securities (**collateral**) to the extent of your obligations and liabilities, and
4. apply any of my/our securities or securities collateral pursuant to a securities borrowing and lending agreement.

You may do any of these things without giving me/us notice. I/We acknowledge that this authority shall not affect your right to dispose of my/our securities (collateral) in settlement of:

1. my/our obligation to maintain the Margin (as defined in the Margin Client Agreement);
2. any of my/our liability to repay or discharge the financial accommodation provided by you;
3. any of my/our liability to settle a transaction in securities against which collateral has been provided by me/us; or
4. any of my/our liability owed to you for dealing in securities which remains outstanding after you have disposed of all other assets designated as collateral for securing the settlement of that liability.

This authority does not cover any consideration I/We must pay or be paid for your applying, lending or depositing any of my/our securities (collateral). Any consideration must be set in a separate agreement between us.

You are accountable to me/us for the return of any securities (collateral) applied, lent or deposited under this authority.

I/We understand that a third party may have rights to my/our securities (collateral), which you must satisfy before my/our securities (collateral) can be returned to me/us.

This authority is valid for a period of 12 months from the date of this letter. This authority may be renewed in writing at our discretion for one or more further periods not more than 12 months unless objected to in writing by you. This authorization will be deemed to have been renewed if at least 14 days prior to the expiry of the authorization, we give a written notice to you, reminding you of its impending expiry and informing you that unless you object, it will be renewed upon expiry upon the same terms and conditions as specified in the authorization. Where the authorization is deemed to have been renewed, we will give a written confirmation of the renewal of the authorization to you within 1 week after the date of expiry. This authorization shall remain in full force and effect until we receive written notice of revocation from you and such written notice shall take effect upon the expiry of 14 days from the date of our actual receipt of such notice.

### **RISK DISCLOSURE STATEMENT – RISK OF PROVIDING AN AUTHORITY TO REPLEDGE CLIENT'S SECURITIES COLLATERAL ETC.**

I/We acknowledge that there is risk if I/We provide you with an authority that allows you to apply the my/our securities or securities collateral pursuant to a securities borrowing and lending agreement, repledge my/our securities collateral for financial accommodation or deposit my/our securities collateral as collateral for the discharge and satisfaction of your settlement obligations and liabilities.

If my/our securities or securities collateral are received or held by you in Hong Kong, the above arrangement is allowed only if I/we consent in writing. Moreover, unless I/we am/are a professional investor, my/our authority must specify the period for which it is current and be limited to not more than 12 months. If I/we am/are a professional investor, these restrictions do not apply.

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

I/We further acknowledge that I/we am/are not required by any law to sign these authorities. But an authority may be required by you, for example, to facilitate margin lending to me/us or to allow my/our securities or securities collateral to be lent to or deposited as collateral with third parties. You should explain to me/us the purposes for which one of these authorities is to be used.

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

I/We acknowledge that a cash account not involving securities borrowing and lending is available from most licensed or registered persons. I/We acknowledge that if I/we do not require margin facilities or do not wish my/our securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

I/We acknowledge that you have explained to me/us the purposes for which the authorities in this Authorization Letter are to be used.

Yours faithfully,

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Client's Signature

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

## MARGIN LOAN FACILITY

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

Dear Sir/Madam

We have pleasure in extending to you a revolving margin loan facility (the "Facility") upon and subject to the following terms and conditions:-

1. Lender : Sincere Securities Limited of 9/F, Cosco Tower, 183 Queen's Road Central, Hong Kong.
2. Borrower : \_\_\_\_\_(Client's Name)
3. Account(s) No : \_\_\_\_\_ with us.
4. Facility : A revolving margin loan facility line tentatively up to a limit of HK\$ \_\_\_\_\_ ("the Credit Limit"). The Facility may be repaid and reborrowed in whole or in part provided that the total amount outstanding from you to us together with the interest thereon shall not exceed the Credit Limit. We reserve the right to increase or reduce the Credit Limit at any time in our sole discretion. The Credit Limit is for reference only. It shall not in any way limit your liability to settle any amount(s) that may be outstanding from you to us arising from or in relation to your trading activities or otherwise.
5. Purpose : In connection with your dealing in securities through the Account(s) and/or to settle any outstanding balance in the Account(s) and/or to settle any amount that may be outstanding by you to us.
6. Drawdown : Subject to availability of funds, the loan may be drawdown at any time during the Availability Period by yourselves or your authorized agent. We shall also have the authority to drawdown the facility on your behalf for the purpose of settling your trading activities through the Account(s). The loan will be advanced by transferring the relevant amount to any one of the above Account(s) directly. We reserve our right to reject any drawdown application hereunder.
7. Interest : The rate of interest on the loan(s) shall be 3.5% p.a. above prime rate.  
For the purpose of this clause, the following terms shall have the following meaning:-  
"prime rate" means the best lending rate from time to time quoted by The Hong Kong & Shanghai Banking Corporation Limited ("HSBC") for Hong Kong dollars.  
If you fail to pay any sum when due or utilize any facility in excess of the maximum amount indicated above, we shall be entitled to charge and you shall on demand pay interest on such sum and at such rate as we shall in our absolute discretion think fit.
8. Final Maturity Date : The date on which the Availability Period will expire.
9. Repayment : All outstanding loans shall be repaid forthwith on demand and in any event no later than the Final Maturity Date unless extended by agreement between the parties.
10. Availability Period : This facility is valid for a period of 12 months from the date of this letter. This facility may be renewed in writing at our discretion for one or more further periods not more than 12 months unless objected to in writing by you. This facility will be deemed to have been renewed if at least 14 days prior to the expiry of the facility, we give a written notice to you, reminding you of its impending expiry and informing you that unless you object, it will be renewed upon expiry upon the same terms and conditions as specified in the facility. Where the facility is deemed to have been renewed, we will give a written confirmation of the renewal of the facility to you within 1 week after the date of expiry. This facility shall remain in full force and effect until we receive written notice of revocation from you and such written notice shall take effect upon the expiry of 14 days from the date of our actual receipt of such notice.

11. Other Terms : The terms set out in the Margin Client Agreement signed between us (“Client Agreement”) are deemed to be incorporated in so far as the terms therein are not inconsistent with the terms herein. For avoidance of doubt, the term “Account” shall include the Account set out in Clause 3 above with us for the purposes of this letter agreement and the Client Agreement.

12. Governing Law : This letter agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts.

Yours faithfully  
For and on behalf of  
**Sincere Securities Limited**

Above terms and conditions are confirmed and accepted by me/us. I/We confirm that you have my/our authority to drawdown the loan(s) during the Availability Period singly for the purpose of settling the trading activities through the Account(s). Please transfer all loan amounts to the Account(s) set out in item 3 of this letter agreement above. I/We also hereby drawdown today on the facility line granted to me/us such sum as may be necessary to repay all current outstanding loan and interest thereon due by me/us to you on any account(s) whatsoever and direct you to apply such sum for repayment thereof.

Authorized Signatory

\_\_\_\_\_

Authorized Signatory: \_\_\_\_\_



Client's Name: \_\_\_\_\_

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

**客戶資料表 (1) (個人/聯名賬戶)**  
**CLIENT INFORMATION STATEMENT (1) (INDIVIDUAL/JOINT ACCOUNT)**

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)

每一聯名戶口持有人，謹請分別填寫一份客戶資料表  
(For joint account, each joint account holder is required to fill in a separate Client Information Statement)

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

<input type="checkbox"/> The Client 本客戶
<input type="checkbox"/> Others (e.g. Trust Account, please provide relevant documents) 其他(例如：信託戶口，請提供有關文件)
_____

**3. Investment Experience 投資經驗**

Please choose one or more: 請選擇下列一項或多項			
<input type="checkbox"/> Nil 沒有	<input type="checkbox"/> Stocks 證券 months月/years年: _____	<input type="checkbox"/> Warrants 認權證 months月/years年: _____	
	<input type="checkbox"/> Options 期權 months月/years年: _____	<input type="checkbox"/> Futures 期貨 months月/years年: _____	
<input type="checkbox"/> Others 其他 _____			
months月/years年: _____			

**4. Investment Objectives 投資目的**

Please choose one or more: 請選擇下列一項或多項			
<input type="checkbox"/> Generating Income 賺取收入	<input type="checkbox"/> Dividend yield 股息回報	<input type="checkbox"/> Hedging 對沖	
<input type="checkbox"/> Capital appreciation 資本增值	<input type="checkbox"/> Speculation 投機	<input type="checkbox"/> Others 其他 _____	

## 5. 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：\_\_\_\_\_

## 6. 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：\_\_\_\_\_

## 7. 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

## 8 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)

**9. 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): \_\_\_\_\_

**10. 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)

**11. Joint Account Instruction 聯名戶口指示**

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。

**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) 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

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

# **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 and 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）。

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
- Authorization Letter
- Margin Loan Facility x 2
- 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**

Margin Limit approval : HK\$ \_\_\_\_\_

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: _____