

# Internet Securities Trading Agreement

## 互聯網證券交易協議書

### 1. Internet Service 互聯網服務

1.1 I/We understand that the Internet Service does or may make available to me/us from time to time various services which allows me/us through the internet to access and obtain information concerning my/our Account, to use electronic means to place orders for the purchase and sale of securities, to access an electronic mail or messaging facility operated by you for the delivery and receipt of confirmations, statements, notices and other documents and to receive market information and data.

本人(等)明瞭互聯網服務不時提供或可提供各種的服務，以准許本人(等)透過互聯網以取用及取得有關本人(等)戶口之資料；使用電子方式落盤買賣證券；取用由閣下運作的電子郵件或資訊設施以交付及獲取確認、結算單、通知及其它文件；及獲取市場訊息及資料。

1.2 I/ We consent to the use of the Internet Service as a medium of communication with you and to transmit information, data and documentation to me/ us.

本人(等)同意使用互聯網作為與閣下通訊以及轉遞資訊、資料及文件給本人(等)的媒體

1.3 I/We acknowledge that information concerning the use, operation, policy and procedures of the Internet Service and the Account applicable at all times has been made available to me/ us on the service web site, and have read and understood the terms of which may be amended from time to time and which shall be deemed to be binding on me/us in respect of my/ our use of the Internet Service and the Account. In the event of inconsistencies between the terms of this Agreement and the information, the terms of this Agreement shall prevail.

本人(等)承認有關於任何時候適用的互聯網及戶口的使用、營運、政策及程式的資料已可於服務維網址供本人(等)取得，而本人(等)已閱讀及明白其條款可能不時被修改，而本人(等)使用互聯服務及戶口須被視為對本人(等)具有約束力。倘本協定的條款與該等資料出現任何歧異之處，應以本協議書的條款為準。

1.4 I/We agree to use the Internet Service only in accordance with the terms of this Agreement.

本人(等)同意只根據本協定的條款使用互聯網服務

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

本人(等)為互聯網的唯一獲授權使用者，並承認該服務可能需要本人(等)使用各種識別及存取代碼，包括密碼、私人識別碼及其它用戶識別，以取用該服務及本人(等)的戶口。而本人(等)對本人(等)就所有透過該服務而產生的交易之密碼、私人識別碼、用戶識別及戶口號碼的保密及恰當使用於任何時間都會負全責。

1.6 I/We to notify you immediately of my/our becoming aware of any loss, theft or unauthorized use of my/our

password, personal identification number and other user identification, Account or account number, or any unauthorized use of the Internet Service or any of the market information or data provided.

本人(等)同意於本人(等)知悉出現任何損失、盜竊或未獲授權使用本人(等)的密碼、私人識別碼及其它用戶識別、戶口或戶口號碼，或任何未獲授權使用互聯網服務或以之提供任何市場訊息或資料時，即時通知貴公司。

1.7 I/We acknowledge that any information and data (including news and real time quotes) provided through the Internet Service or otherwise by telephone, electronic or other means, relating to securities and the securities markets has been obtained from securities exchanges and markets and from other third party service providers appointed by you from time to time and who may or may not be related to you.

本人(等)承認任何透過互聯網服務或另行以電話、電子或其它方式提供的任何有關證券及證券市場的資料及資料（包括新聞及即時報價）乃是 貴公司從證券交易市場及貴公司不時委聘的可能與貴公司有關連或沒有關連的其它第三者服務提供者所取得。

I/We further acknowledge and accept that 本人(等)進一步承認及接受：

Such information and data are or may be protected by copyright laws, and are provided for our personal non-commercial use only, and I/we may not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of such service providers. Such information and data are received by you from sources that are believed to be reliable, however the accuracy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by you or by such service providers.

該等資料及資料受或可能受版權法律的保護，並提供給我們只是作私人及非商業性的用途。本人(等)不可在未經該等服務提供者的准許下使用、再製造、再傳遞、發放、出售、分佈、出版、轉播、散佈或作其它商業用途。該等資料及資料乃由貴公司從相信是可靠的來源所獲取而來的，貴公司或該等服務提供者並不擔保任何該等資料及資料的準確性、完整性、即時性及先後次序。

1.8 I/We acknowledge and agree that neither you nor any of the service providers will be liable to me/us for any reliance by me/us on any of the information or data provided through the Internet Service, nor for the availability, accuracy, completeness or timeliness of such information or data nor for any actions taken or decisions made by me/ us in reliance of such information or data.

本人(等)承認同意不論貴公司或任何服務提供者均不會就本人(等)倚賴任何該等透過互聯網服務提供的資料或資料，或該等資料或資料的可用性、準確性、完整性或即時性，或本人(等)依賴該資料或資料而所採取的行動或作出的決定而對本人(等)負責。

1.9 I/We acknowledge that all proprietary and copyright and other intellectual property rights in or subsisting in the Internet Service are your exclusive property or of the relevant service providers, and agree and undertake that I/we shall not, and shall not at any time attempt to, tamper with, modify, or otherwise alter in any way, or otherwise access or attempt to gain access to any part of the Internet Service other than as authorized under this Agreement. I/We further undertake to notify you immediately if I/ we become aware that any of such unauthorized use or access to the Internet Service by any other person.

本人(等)承認互聯網服務的一切所有權及版權及其它知識版權為 貴公司專屬的資產或是屬於有關的服務提供者的，並同意及承諾除本協議所授權外，本人(等)不得及不得於任何時間企圖竄改、變改、或另行以

任何形式更改，或另行取用或企圖得到取用互聯網服務任何部份。本人(等)更承諾倘知悉出現任何其它人士的任何該等不獲授權的使用或取用互聯網服務時，即時通知貴公司。

1.10 I/We agree to pay all subscription, service and use fees, if any, that you may charge from time to time for the use of the Internet Service.

本人(等)同意支付一切貴公司可不時就使用互聯網服務而收取的申領、服務及使用費。

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

縱使本協議的任何規定，貴公司有絕對酌情權於任何時間在毋須任何通知及無任何規限下，不論因任何原因，包括本人(等)任何未獲授權的使用該等服務及/或任何資料或資料或任何密碼、私人識別碼及其它用戶識別或戶口號碼，終止本人(等)取用互聯網服務或從任何服務提供者處取用任何資料或資料或其任何部份，而毋須對本人(等)負責。

1.12 I/We will be responsible to you and indemnify you on demand against any and all claims, demands, actions, losses, damages, costs (including legal costs) and expenses resulting from any unauthorised use by me/ us of the Internet Service and/or any of the information or data.

本人(等)將會負擔貴公司及於被要求時償付 貴 公司任何及一切因本人(等)之任何未獲授權而使用互聯網服務及/或任何資料或資料而引起的索償、索求、訴訟、損失、損害賠償、費用(包括律師費)及支出。

## **2. The Account 戶口**

2.1 We acknowledge that I/we may access the Account through the Internet Service

本人(等)承認本人(等)可透過互聯網服務取用戶口。

2.2 I/We confirm that the information set out in the Client Application Form is complete, true and correct. I/We undertake to promptly inform you in writing of any changes to that information. You are also authorised at any time to conduct credit enquiries on me/us and to verify the information provided with and including my/our bankers, brokers or any credit agency.

本人(等)確認客戶申請表格所載資料均屬完整、真實及正確。倘該等資料有任何變更，本人(等)將會迅速的以書面通知貴公司。本人(等)特此授權貴公司於任何時間對本人(等)的信用進行查詢，及與包括本人(等)的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

2.3 You will keep information relating to the Account confidential, but may provide any such information to the Exchange, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or to any associate company of SOOCHOW SECURITIES INTERNATIONAL BROKERAGE LIMITED

貴公司將會對本人(等)戶口的有關資料予以保密，但貴公司可以根據聯交所、證監會及任何其它監管機構的任何適用的法律或規例或應其要求，將該等資料提供予聯交所、證監會及任何其它監管機構，或提供予任何東吳證券國際經紀有限公司的聯營公司。

2.4 I/We have received from you, and have read and fully understand and accept the provisions of the information to account holders pursuant to the Personal Data (Privacy) Ordinance (Cap. 486).

本人(等)已從貴公司接獲，亦已閱讀並已完全明白及接受關於個人資料（私隱）條例（第486章）通知的規定。

2.5 I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account, and that I/we am/ are not related to or associated with any of your employees or agents including without limitation as a spouse or as a child under 18 years of such employees or agents and agree that if I/we am/are or become related to or associated with any of such employees or agents, I/we shall promptly notify you of the existence and nature of such association and acknowledge and agree that you may, upon receipt of such notice, at your absolute discretion, terminate the Account.

本人(等)僅此聲明本人(等)為戶口的最終實益擁有人，而本人(等)與貴公司之雇員或代理人包括但不限於作為該等雇員或代理人之配偶或18歲以下子女有任何關係或關連。本人(等)同意倘本人(等)與該等雇員或代理人變成有關係或有關連，本人(等)須迅速通知貴公司該等關連的存在及其性質，並承認及同意貴公司接獲該通知時有絕對酌情權終止戶口。

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

縱使本協議的任何規定，貴公司有絕對酌情權於任何時間結束戶口，而毋須提出任何理由，亦毋須對本人(等)以終止本協議而結束戶口的責任。

### **3. Laws and Rules** 法律與規則

All transactions in securities which you effect on my/our instructions ("Transaction") shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying to you, including the rules of the Exchange and the Hong Kong Securities Clearing Company Limited (the "Clearing House") as amended or supplemented from time to time. All actions taken by you in accordance with such laws, rules, regulations and directions shall be binding on me/us.

貴公司按本人(等)的指示而進行的一切證券交易（「交易」須根據及受制於適用於貴公司的有關法律、規則、規例、指示、習俗及常例而進行，包括聯交所及香港中央結算有限公司（「中央結算公司」）不時修改或補充的規則。貴公司根據該等法律、規則、規例及指示而採取的所有行動均對本人(等)具有約束力。

### **4. Transaction** 交易

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

除非貴公司（在有關交易或其它情況下於買賣通知中）表示貴公司擔任委託人，否則貴公司將以本人(等)代理人身份進行交易。

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

本人(等)承認及同意本人(等)須單獨負責所有透過互聯網服務傳達之指令，而貴公司及任何貴公司之董事、高級職員及雇員均不須就接獲及執行任何該等指令所作出的索償對本人(等)或任何其它經本人(等)索償的人士負責。

4.3 Any orders communicated to you through the Internet Service will be considered to have been sent by me/us. I/We agree to notify you immediately if I/we: do not receive any confirmation (whether by hard copy, electronic or verbal means) that an order communicated by me/us through the service has been received or executed; receive a written confirmation of an order or its execution which is not accurate or which I/we did not place.

任何透過互聯網服務給貴公司的指令將會被當作由本人(等)發出。本人(等)同意即時通知貴公司，本人(等)：就任何由本人(等)透過該服務落盤但其後並無接獲有關其被收到或被執行的任何確認（不論是以複印文本、電子或口頭方式）；接獲有關指令或其被執行之書面確認但發覺有不正確之處，或接獲本人(等)並無發出指令之交易的書面確認。

4.4 You shall have an absolute discretion to accept or reject any orders or the execution of any orders until (as the case may be): there is a sufficient cleared fund in the Account; or there are sufficient securities in the Account, for settlement of the relevant Transaction.

貴公司有絕對酌情權接納或拒絕任何指令或執行任何指令直至（視情況而定）：戶口內有足夠可即時動用的資金；或戶口內有足夠證券作有關交易的交收之用。

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

本人(等)承認及同意貴公司及貴公司的董事、高級職員、雇員及代理毋須對任何貴公司延遲或未有履行其責任，或因互聯網服務或任何通訊儀器或設施之故障、受干擾或傳送失靈，或因任何未獲授權取用、竊改、變改或更改該服務及/或載於其中的資料及資料，或非貴公司控制範圍之任何其它原因所造成（包括但不限於政府限制、交易所或市場裁斷、暫時停牌、惡劣天氣、地震及罷工）的任何損失或可能蒙受的損失負上任何責任。倘本人(等)透過互聯網服務與貴公司接觸發生任何問題，本人/吾等須使用其它一切可供本人(等)選擇的替代方式與貴公司聯絡。

4.6 I/We agree that I/we have solely made and relied upon my/our own judgments and decisions with respect to each transaction, and have not relied or will not rely upon any advice or information or suggestion rendered by any of your directors, officers, employees or agents.

本人(等)同意本人(等)就每項交易均單獨地依賴本人(等)的判斷及決定而作出，並無依賴或不曾依賴任何貴公司的董事、高級職員、雇員或代理的意見或資料或建議。

4.7 On all Transactions, I/we shall pay your commissions and charges, as notified to me/us, as well as applicable levies imposed by the Exchange from time to time, all applicable stamp duties, bank charges, fees, and other expenses of or in respect of the Transactions. You may deduct such commissions, charges, levies, duties, fees and expenses from the Account.

本人(等)須就所有交易向貴公司支付貴公司通知本人(等)的佣金和收費，以及繳付聯交所不時徵收的適用征

費，並繳納所有有關交易的適用印花稅、銀行收費、費用及其它支出。閣下可以從戶口中扣除該等佣金、收費、征費、稅項、費用及支出。

4.8 If I/we reside or give any orders to you outside Hong Kong, I/we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given, and I/we further agree that I/we shall, when, in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. I/we accept that there may be taxes, duties, impositions or charges payable to relevant authorities in respect of my/our residing or the giving of any order outside Hong Kong and the execution of such order, and I/we agree to pay such taxes, duties, impositions or charges as are applicable. I/We further agree to indemnify you on demand for any claims, demands, actions, costs and expenses you may suffer or incur in connection with or arising from my/our residing or giving of any such order outside Hong Kong.

倘本人(等)住處或向貴公司發出任何指令的地點為香港以外的地方,本人(等)同意確保及表明該等指令之發出將遵從於本人(等)發出指令的有關司法管轄區的任何及一切適用法律,而本人(等)更同意本人(等)遇有疑問時,應於有關司法管轄區諮詢或取得法律及專業意見。本人(等)接納就本人(等)之住處或發出指令地點為香港以外地方而該指令被執行可能需要向有關機構繳付徵稅、稅項、賦稅或收費,而本人(等)同意繳付該等適用的徵稅、稅項、賦稅或收費。本人(等)進一步同意於被要求時償付貴公司可能因本人(等)之住處或發出指令地點在香港以外的地方而引致貴公司蒙受的任何索償、索求、法律訴訟、費用及支出。

4.9 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 (as the case may be); 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, you may without any liability on your part in the case of a purchase Transaction, sell the purchased securities and/or any other securities which you are already holding on my/ our behalf to satisfy my/ our obligations to you; and in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.

就每一宗交易,除另有協定外或除非貴公司已代本人(等)持有現金或證券供交易交收之用,否則本人(等)將會在貴公司就該項交易通知本人(等)的期限之前向貴公司交付可即時動用的現金或可以交付的證券(視情況而定),或以其它方式確保貴公司收到該等資金或證券。倘本人(等)未能這樣做,貴公司可以毋須負上任何責任下(如屬買入交易)出售買入證券及/或任何其它貴公司代本人(等)持有的證券以償還本人(等)對貴公司的責任;及(如屬賣出交易)借入及/或買入證券以進行交易的交收。

4.10 I/We will be responsible to you and indemnify you on demand against any losses, costs and expenses resulting from my/our settlement failures.

本人(等)將會負擔貴公司及來索即償付貴公司因本人(等)未進行交收而引起的任何損失、費用及開支。

4.11 I/We hereby agree to pay interest on all overdue balances (including interest arising after judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.

本人(等)僅此同意就有逾期未付款項(包括對本人(等)裁定的欠付債務所引起的利息),按貴公司不時通知本人(等)的利率及其它條款支付利息。

4.12 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 costs of such purchase.

就買入交易而言,倘賣方經紀未能於交收日內交付證券,導致貴公司須買入證券進行交收,本人(等)毋須為買

入該等證券的費用向貴公司負責。

4.13 I/We will notify you when a sale order relates to securities which I/we do not own i.e. involves short selling. 倘沽盤是有關非由本人(等)擁有的證券，即涉及賣空交易，本人(等)將會通知閣下。

4.14 I/We understand and agree that, for our mutual benefit and protection, you may electronically monitor or record any of my/our electronic, telephone or other means of communication and orders (if necessary) conducted with you.

本人(等)明白及同意為相互的利益及保護，貴公司可以電子方式操控或記錄任何本人(等)與貴公司以電子、電話或其它形式的通訊及經貴公司達成的指令（如需要時）。

4.15 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by me/us unless you shall receive from me/us written notice to the contrary within seven (7) days after the date after such notice, statement, confirmation or other communication is deemed to have been received by me/us.

於任何通告、賬單、確認書或其它通訊所指或提及之每一項交易須被視為正確及經由本人(等)確認，除非貴公司於該等通告、賬單、確認書或其它通訊被視為已由本人(等)收妥後七天內接獲本人(等)所作與之相反的書面通知。

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

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

## **5. Safekeeping of Securities** 證券的保管

5.1 Any securities which are held by you for safekeeping may, at your discretion: (in the case of registrable securities) be registered in my/our name or in the name of your nominee; or 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.

由貴公司寄存妥為保管的任何證券，貴公司可以酌情決定：如屬可註冊證券，以本人(等)的名義或以貴公司的代理人名義註冊；或存放於貴公司的往來銀行或提供文件保管設施的任何其它機構妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

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

倘證券未以本人(等)的名義註冊，貴公司於收到該等證券所獲派的任何股息或其它利益時，須按本人(等)與貴公司的協議記入本人(等)的戶口或支付予或轉賬予本人(等)。倘該等證券屬於貴公司代客戶持有較大數量的同一證券的一部份，本人(等)有權按本人(等)所占的比例獲得該等證券的利益。

5.3 Unless you have obtained my/ our written authority under section 81(3) of the Securities Ordinance, you should not deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system; borrow or lend any of my/our securities; or otherwise part with possession (except to me/us or on my/our

instructions) of any of my/our securities for any purposes.

除非貴公司根據《證券條例》第81(3)條獲得本人(等)書面授權,否則貴公司不得將本人(等)的任何證券存放在銀行機構,作為貴公司所獲墊支或貸款的抵押品,或者存放在中央結算公司,作為履行貴公司在結算系統下之責任的抵押品;借貸本人(等)的任何證券;或基於任何目的以其它方式放棄本人(等)的任何證券之持有權(交由本人(等)持有或按本人(等)的指示放棄持有權除外)。

#### **6. Cash held for me/us** 代本人(等)保管的現金

6.1 Any cash held for me/us, other than cash received by you in respect of the 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 as required by the applicable laws from time to time.

代本人(等)保管的現金須依照適用法律不時的規定,存放於一家持牌銀行所開立的一個客戶信託賬戶內(此等現金不包括貴公司就交易取得,而且須為交收而轉付或轉付予本人(等)的現金)。

6.2 I/We authorise you at any time and from time to time and at your absolute discretion to withhold, withdraw, pay to and retain for your own use and benefit absolutely any and all sums or amounts at any time and from time to time earned, accrued, paid, credited or otherwise derived by way of interest or premium from the payment into or retention at any time or from time to time of (i) any amount in the client trust account established by you under the Securities Ordinance; and (ii) any amount at any time paid to or received or held by you or any of your nominees, agents, representatives or bankers for my/our account in any other circumstances for any purpose or pursuant to any transaction.

本人(等)授權貴公司隨時及不時絕對酌情決定扣、提取、支付予貴公司以及純粹為貴公司本身用途及利益而保留在任何時間或不時賺取、應計、獲付、計入或於其它情況下隨時及不時來自保留(i)由貴公司根據證券條例所開立之任何信託賬戶之任何數額及(ii)於其它情況下就任何目的或根據任何交易由貴公司或貴公司任何代名人、代理人、代表或銀行代本人(等)之戶口不時支付、收取或持有之任何數額所產生之利息或溢價之任何及所有金額及數額。

#### **7. Risk Disclosure Statement** 風險披露聲明

7.1 I/We acknowledge that the price of securities can and does fluctuate, and that any individual securities may experience downward movements, and may under some circumstances even become valueless. I/We therefore appreciate that there is an inherent risks that losses may be incurred rather than profit made, as a result of buying and selling securities.

本人(等)承認證券之價格可能反復波動,任何個別證券之價格皆可下跌,在若干情況下甚至會變得一文不值。因此,本人(等)明白買賣證券可能須承受引致虧損而非賺取利潤之固有風險。

7.2 I/We also acknowledge that there are risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities.

本人(等)亦承認將證券交由貴公司保管可能存在風險。例如當貴公司持有本人吾等的證券而貴公司無力償債時,本人(等)取回證券時可能會受到嚴重阻延。

7.3 I/We acknowledge and accept that the internet is an inherently unreliable medium of communication and provision of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the

service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants.

I/We acknowledge that, as a result of such unreliability, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of orders and other data and information and in the execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also other risks involved such as in the unauthorised access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including my/our personal data.

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

7.4 These are risks that I/we are prepared to accept.

此乃本人(等)準備接受之風險。

## **8. Compensation Fund 賠償基金**

If you fail to meet your obligation to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities Ordinance, subject to the terms of the Compensation Fund from time to time.

如貴公司未有履於貴公司根據本人(等)之義務,本人(等)有權根據賠償基金不時之條款,向按證券條例設立之賠償基金索償。

## **9. General 一般規定**

9.1 All securities purchased or acquired for or on my/our behalf, or in which I/we have an interest (either individually or jointly with others) and which are held for my/our Account, including all rights, dividends or interest thereon, and all monies and other property at any time held by you on my/our behalf, 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 the event of any failure by me/us to perform with such obligations or in payment on demand or on the due date therefore of any of my/our indebtedness to you hereunder, you may without liability on your part sell or otherwise realise the whole or any part of such security as when and how and at such price and on such terms as you may fit and to apply the net proceeds of such sale or realisation and any monies for the time being held by you in or towards discharge of my/ our obligations and indebtedness to you.

所有為或代本人(等)購入或買入或本人(等)有權益(不論屬個人或與他人共同擁有)及於本人(等)戶口持有的證券,包括所有權利、股息或利息,以及所有由貴公司代本人(等)不時持有的款項及其它物業均受制於

貴公司的全面留置權,以確保本人(等)履行對貴公司代本人(等)買賣證券而產生的責任。倘本人(等)就任何本人(等)欠貴公司的款項未有履行該等責任或於被要求時或到期付款日未有作出償付,貴公司可於貴公司認為合適的該等時間、方法及價格出售該等證券之全部或任何部份而毋須付上任何責任,並可將該等出售的剩餘利潤及任何當時由貴公司代本人持有的款項用作付清本人(等)對貴公司的責任及欠款。

9.2 You shall notify me/us of material changes in respect of your business which may affect the services you provide to me/us.

倘貴公司的業務有重大變更,並且可能影響貴公司為本人(等)提供的服務,貴公司將會通知本人(等)。

9.3 Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.

單數名應具有複數含義,反之亦然。提及一種性別即涵蓋所有性別,而有關「人士」一詞之提述,應包括商號或獨資經營者、合夥經營者、財團及公司,反之亦然。

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

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

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

倘吾等包括多於一人或一方,吾等每一個人或一方所負之責任為並同及個別,而提述吾等時須被詮釋為吾等任何或每一個人或一方。貴公司有權各別與吾等任何一人或一方磋商,包括於並無影響其它人之法律責任之情況下解除任何法律責任。

9.6 All notices and communications to me/us may be effectively given by mailing the same by post addressed to me/us at any of my/our business, residential or mailing addresses as they appear from time to time on your records, or by delivering the same to me/us or to any such address, or by telex, facsimile or telephone or electronic mail to any number or address notified to you from time to time for the purpose and shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of telephone) and upon receipt of a message confirming transmission or receipt (in the case of facsimile transmission or electronic mail) and that no such notice or communication need be signed on your behalf.

所有給予本人(等)之通告及通訊,可用郵遞方式寄往貴公司記錄內不時顯示之本人(等)任何一個商業、住宅或通訊位址,或將該等通告及通訊交付本人(等)或交付往該位址,或以電傳、傳真、電話或電郵傳送往為此而不時通知貴公司之號碼或位址,方為有效地發出。所有給予本人(等)之通告及通訊,將於(a)郵寄該通知後第二個營業日(於郵寄之情況下),及(b)於交付時(於當面交付之情況下)、發出時(於使用電傳之情況下)或傳達時(於使用電話之情況下)及接獲確實或收到的訊息時(於使用傳真或電郵之情況下),均視作已被收受,而

該等通告及通訊毋須由貴公司之代表簽署。

9.7 To the extent permitted by law, you may from time to time amend any of the terms and conditions of this Agreement by notifying me/us and such amendments shall come into effect immediately upon my/our deemed receipt of your notice. I/We acknowledge and agree that if I/we do not accept any amendments as notified by you from time to time, I/we shall have the right to terminate this Agreement.

在法律容許之範圍內，貴公司可不時通知本人(等)，修訂本協議之任何條件及條款。該等修訂於本人(等)被視作接獲貴公司之通告時立即生效。本人(等)得悉及同意，倘本人(等)不接受貴公司不時通知之任何修訂，本人(等)將有權終止本協議。

9.8 Any waiver by you of any time or strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on your part shall in no event constitute or be considered as a waiver by you of any of your powers, rights, remedies or privileges.

貴公司於任何時間未能堅持嚴格遵守本協議之任何條件或條或貴公司方面持續該行為，於任何情況下均不構成或被視為貴公司放棄任何貴公司之權力、權利、補償或特權。

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

除非獲得貴公司之書面批准，否則本人(等)不得將本協議下任何本人(等)之權利及/或義務轉讓予任何其它人士。

9.10 This Agreement may be terminated at any time by written notice given by either party to this Agreement provided that any such termination shall not affect any transaction entered into by you prior to your receipt of such written notice and shall be without prejudice to any of your or my/our rights and remedies accrued prior to such termination.

本協議之任何一方可隨時以書面通知對方終止本協議，惟任何該等終止不會影響貴公司於收到該書面通知前所訂立之任何交易，亦不會損害收到該通知前貴公司或本人(等)之任何交易，亦不會損害收到該通知前貴公司或本人(等)之任何權利、權力或責任。

I/We confirm that I/we have read the English/Chinese version and agree to the terms of this Agreement, which have been explained to me/us in a language which I/we understand. I/we also acknowledge and accept that in the event that there is any inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.

本人(等)確認本人(等)已詳閱本協議的英文/中文版本，並同意本協議的條款，而且該等條款已經以本人(等)明白的語言向本人解釋。本人(等)亦確認及接納倘本協議之中英文版本出現任何歧義，應以英文本為準。

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