

## ELECTRONIC SECURITIES TRADING AGREEMENT

### 電子證券買賣協議

- Internet 互聯網  
 Mobile Service 流動服務

To: **TELECOM KING SECURITIES LIMITED**

致: **電訊數碼證券有限公司**

Unit 1202, 12/F, Telecom Digital Tower, 58 Tsun Yip Street, Kwun Tong, Kowloon, Hong Kong.  
香港九龍觀塘駿業街58號電訊數碼大樓12樓1202室

(registered with the Securities and Futures Commission as a licensed corporation to conduct Type 1 (dealing in securities) and Type 2 (dealing in futures contracts) regulated activities and an Exchange Participant of the Stock Exchange of Hong Kong Limited and an Futures Commission Merchant of the Hong Kong Futures Exchange Limited whose CE number is API286.

(為證券及期貨事務監察委員會註冊之持牌法團專營第1類(證券交易)及第2類(期貨合約交易)受規管活動, 並為香港聯合交易所有限公司之交易所參與者及香港期貨交易所有限公司的期貨代理商, CE編號API286。

I/We, (Name) \_\_\_\_\_, am/are the client holding the securities account numbered \_\_\_\_\_ (the "Securities Account") with you hereby agree that this Electronic Securities Trading Agreement is a supplement to the Client Agreement entered into between you and me/us dated \_\_\_\_\_ and agree to operate the Securities Account through internet and/or mobile electronic service managed by you for the purpose of and in connection with the sale and purchase of securities. I/We agree that the Securities Account shall be operated in accordance with and subject to the following terms and conditions:-

本人/吾等, (姓名) \_\_\_\_\_, 乃貴公司證券帳戶號碼 \_\_\_\_\_ (「證券帳戶」) 之帳戶持有人, 本人/吾等之客戶協議書於 (日期) \_\_\_\_\_ 與貴公司簽訂, 本人/吾等同意此電子證券買賣協議為上述協議之補充。本人/吾等同意就證券買賣及相關事宜, 通過由貴公司所管理之互聯網及/或流動電子服務運作證券帳戶。本人/吾等同意證券帳戶將按照下列條款及條件(並受其規限)運作:

#### 1 Definition and Construction

##### 定義與釋義

1.1 In this Agreement, unless the context requires otherwise, the following expressions shall have the following meanings:  
本協議中, 除非上下文另有所指, 下列詞句應具以下涵義:

"Access Codes" means together the Login Name and the Password;  
「進入代碼」指登入名稱及密碼;

"Electronic Trading Services" means any facility provided by you which enables me/us to give electronic instructions to purchase, sell or otherwise deal with securities;  
「電子交易服務」指由貴公司提供的, 本人/吾等能透過其發出電子指示買賣或以其他方式買賣證券;

"Instruction" means any instruction for the buying or selling of or otherwise dealing in any securities;  
「指示」指就進行買賣任何證券之任何指示;

"Login Name" means my/our personal identification used in conjunction with the Password to gain access to the Electronic Trading Services and any other services offered by you;  
「登入名稱」指與密碼一併使用的個人身份, 本人/吾等可藉此取得電子交易服務及貴公司提供的任何其他服務;

"Mobile Electronic Service" means service provided via Mango series devices or Mobile Apps;  
「流動電子服務」指經「Mango」系列設備或流動應用程式所提供的服務;

“Password” means my/our personal password used in conjunction with the Login Name to gain access to the Electronic Trading Services and any other services offered by you;

「密碼」指與登入名稱一併使用之私人密碼，本人/吾等可藉此取得電子交易服務及貴公司提供的任何其他服務；

- 1.2 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.

單數詞語包括眾數詞語，反之亦然。提到一種性別之處，包括所有性別。「人士」一詞，包括商號或獨資經營、合伙經營、集團及法人公司，反之亦然。

## 2 Electronic Trading Services

### 電子交易服務

- 2.1 I/We understand that the Electronic Trading Services is a facility operated through internet and /or mobile electronic service which enables me/us to send Instructions, and send or receive other information relating to any Instructions.

本人/吾等明瞭，電子交易服務為一項透過互聯網及/或流動電子服務令本人/吾等可以發出指示，以及發出或獲取有關任何指示之其他資訊。

- 2.2 I/We shall be the only authorized user of the Electronic Trading Services under the Securities Account. I/We agree to change the Password/ Access Code periodically. I/We shall be responsible for the confidentiality, use and application of the Password / Access Code. I/We acknowledge and agree that I/we shall be solely responsible for all Instructions entered through the Electronic Trading Services using the Password /Access Code as received by you and neither you nor your directors, officers, employees or agents shall have any liability to me/us, or to any other person whose claim may arise through me/us for any claims with respect to the handling or loss of any Instructions.

本人/吾等為證券帳戶項下電子交易服務之唯一獲授權用戶。本人/吾等同意定時更改密碼/進入代碼。本人/吾等須對密碼/進入代碼之保密及使用負責。本人/吾等承認及同意，本人/吾等須對使用密碼/進入代碼透過有關之電子交易服務而輸入之一切由貴公司所接受的指示負全責。貴公司之董事、高級人員、僱員或代理人，無須對本人/吾等，或因本人/吾等而引致提出索償之任何其他人士就處理或遺失任何指示所引致之任何索償而負責。

- 2.3 I/We hereby undertake to use my/our Access Codes issued from you with caution and fully responsible for all transactions conducted with the use of my/our Access Codes.

本人/吾等確認承諾小心使用貴公司發給本人/吾等之進入代碼，並願意承擔一切因使用本人/吾等獲發給之進入代碼而產生之交易。

- 2.4 I/We agree that I/we may change the Access Codes issued to me/us via your website, the so changed Access Codes and all subsequent changed Access Codes will be subject to the same terms and conditions as applied to the Access Codes.

本人/吾等同意本人/吾等獲發給進入代碼後，本人/吾等可隨意在貴公司網站上更改進入代碼，而所有有關進入代碼之條款，將適用於第一次被更改及往後再被更改之所有進入代碼。

- 2.5 I/We warrant and undertake that I/we shall not, and/or shall not attempt to, tamper with, modify, decompile, reverse, engineer or otherwise alter in any way, and shall not, and/or shall not attempt to gain unauthorized access to, any part of the Electronic Trading Services. 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 have reason to 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/吾等保證及承諾本人/吾等不得及不可試圖竄改、修改、解構、反向設計及/或以任何方式改動，以及不得或不可試圖未經許可而取用電子交易服務之任何部份。本人/吾等同意，倘本人/吾等在任何時間違反本保證及承諾，或貴公司在任何時間有理由懷疑本人/吾等已違反本保證及承諾，則貴公司可對本人/吾等採取法律行動。本人/吾等承諾，倘本人/吾等知悉任何其他人士作出本段所述之任何行動者，須立即通知貴公司。

- 2.6 In any event, you shall not be liable for my/our failure in observing the aforesaid obligations and I/we shall fully indemnify you in respect of any direct or indirect loss or cost of whatsoever nature that you may suffer or incur as a result thereof. I/We acknowledge that you offer me/us two ways of accessing the Securities Account, through the Electronic Trading Services and by telephone. I/We agree that, should I/we experience any problems in reaching you through either method, I/we will use the alternative method to communicate with you and inform you of the difficulty I/we am/are experiencing.

如本人/吾等未能履行此項責任，本人/吾等將不得要求貴公司負責，並須對貴公司因此而產生之直接或間接損失及費用作出全數彌償。本人/吾等知悉，貴公司為本人/吾等提供兩種接達證券帳戶的途徑，包括電子交易服務及電話，本人/吾等同意，若本人/吾等透過任何一種方法與貴公司聯絡時出現任何問題，本人/吾等將利用另一種方法與貴公司聯絡，並通知貴公司本人/吾等所遇到的困難。

- 2.7 I/We acknowledge that the real-time quote service that may be available through the Electronic Trading Services is provided by a third party appointed by you from time to time. I/We agree that you shall not be responsible for any losses I/we may suffer for the failure of relying on any real time quote on prices of securities which may be available to me/us through the Electronic Trading Services.

本人/吾等承認有關之電子交易服務所提供之報價服務，乃由貴公司不時委聘的第三者提供。本人/吾等同意貴公司無須就本人/吾等因未能依賴有關之電子交易服務而讓本人/吾等獲取之任何證券之報價所蒙受之虧損負責。

- 2.8 I/We agree immediately to notify you if I/we become aware of:

本人/吾等同意在獲悉以下事件後，隨即知會貴公司:-

- i. any loss or theft of my/our Password/Access Code; or  
本人/吾等之密碼/進入代碼遭遺失或盜用; 或
- ii. any unauthorized use of any of my/our Password /Access Code, or of the Electronic Trading Services or any information; or  
本人/吾等之任何密碼/進入代碼; 或電子交易服務或任何資料被非法使用; 或
- iii. any failure by me/us to receive a message that an Instruction initiated by me/us through the Electronic Trading Services has been received and/or executed through the Electronic Trading Services.

本人/吾等未能獲取訊息，顯示經已接獲及/或執行本人/吾等透過電子交易服務發出指示之訊息。

### 3 Instructions – dealings through Electronic Trading Services

#### 指示 – 經電子交易服務買賣

- 3.1 I/We shall submit my/our Instructions to you through the Electronic Trading Services provided by you. You shall so far as it considers reasonably practicable sell and/or purchase securities in accordance with those Instructions as received, provided always that you shall have an absolute discretion to accept or reject any Instructions.

本人/吾等透過貴公司提供之電子交易設施向貴公司發出指示，貴公司須在認為合理切實可行範圍內，根據該等指示出售及/或購入證券，貴公司可自行酌情決定接納或拒絕任何指示。

- 3.2 You shall not be responsible for delays in the transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities, or unreliable medium of communication or to any other cause or causes beyond your control or anticipation.

如因故障、通訊設施傳送失敗、或通訊媒體不可靠或並非貴公司所能控制或預期的一項或多項原因，以致在傳送、收取或執行指示上有所延誤，貴公司毋須承擔責任。

- 3.3 I/We understand that each participating securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. I/We also understand that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market data or any other market information. Neither you nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any reasonable act of you or any disseminating party, or to any force majeure event, or any other cause beyond the control of you or the reasonable control of any disseminating party. I/We shall use stock quotation (available through the Electronic Trading Services) for my /our individual use only and shall not furnish such data to any other person or entity for any reason.

本人/吾等明白，各參與證券交易所或協會宣稱其向發佈有關數據各方所提供之一切市場數據擁有專有權益。本人/吾等明白，概無一方擔保市場數據或任何其他市場資料之及時性、先後次序、準確性或完整性。因貴公司或任何發佈數據一方之任何合理行動，或任何不可抗力事件或任何貴公司不能控制或任何發佈數據一方不能合理控制之任何其他原因而造成有關任何數據、資料或訊息或其傳送或交付出現偏差、錯誤、延誤或遺漏，或此等數據，訊息或資料不能履行或遭受干擾，貴公司或任何發佈數據一方均無須負責。本人/吾等只會把於電子交易服務可得的股票報價用於自身用途，不會因任何原因向任何其他人士或實體提供該等資料。

- 3.4 I/We understand that the Electronic Trading Services is only one of the order placing methods and I/we shall be bound by the Client Agreement for orders placing through the Electronic Trading Services as if orders placing through ordinary methods.

本人/吾等明白電子交易服務只為其中一種指示買賣方法，本人/吾等以此種方法買賣將如同以常用方法指示買賣股受客戶協議約束。

3.5 I/We acknowledge and agree that you shall have full discretion not to execute any Instruction, in particulars, but not limited to, if (as applicable)

本人/吾等承認及同意，貴公司有決定權不執行任何指示，尤其是，但不限於，倘出現以下情況(如適用)

- i. there are insufficient cleared funds in the Securities Account, and/or  
證券帳戶內並無足夠即兌款項；及/或
- ii. there are insufficient securities in the Securities Account for the settlement of the relevant Instructions.  
證券帳戶內並無足夠證券以供有關交易結算之用。

#### 4 Instructions Outside Hong Kong

##### 境外指示

If I/we give any Instruction to you outside Hong Kong, I/we agree to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which my Instruction is given, and I/we further agree that I/we shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. I/We accept that there may be taxes or charges payable to relevant authorities in respect of any Instruction given outside Hong Kong, and I/we agree to pay such taxes or charges as applicable.

若本人/吾等在香港以外地方向貴公司發出指示，本人/吾等同意確保及聲明，該等指示嚴格遵守該等指示發出時所在相關司法轄區的任何適用法律。本人/吾等進一步同意，本人/吾等接受在香港以外地區發出的指示，可能需向相關當局支付稅費或費用，本人/吾等同意支付該等適用稅費或費用。

#### 5 Fees and Charges

##### 費用及收費

5.1 You have the right to charge fees in relation to the use and/or termination of the Electronic Trading Services and to revise such fees. You shall determine and give reasonable notice to me/us the rate of any fee from time to time before they become effective which shall be binding on me/us if I/we continue to maintain or use the Electronic Trading Services on or after the effective date. Fees may be collected from me/us in such manner and at such intervals as you may specify.

貴公司有權就電子交易服務的使用及/或終止使用收取費用，以及調整該收費。貴公司不時就各類費用釐訂收費率，並在生效前的合理時間向本人/吾等發出通知；如本人/吾等於該等收費率生效日期當日或其後繼續保留或使用電子交易服務，則該等收費率即對本人/吾等具有約束力，貴公司可指定向本人/吾等收費的方式及週期。

5.2 On all transactions, I/we agree to and will pay you commissions as notified to me /us, as well as applicable levies imposed by the Securities and Futures Commission and The Stock Exchange of Hong Kong Limited, and all applicable stamp duties incurred. You may deduct such commissions, other charges, levies and duties from the Securities Account.

就所有交易，本人/吾等同意應交付貴公司有關佣金和收費與和繳付證監會及聯交所徵收的適用徵費，並繳納所有有關的印花稅。貴公司可以從證券帳戶中扣除該等佣金、其他收費、徵費、交易費及稅項。

#### 6 Confidentiality

##### 保密

Data held by you relating to me/us will be kept confidential but you may provide such information to any agent, contractor or third party service provider who provides administrative, telecommunications, computer or other services in connection with the operation of the Electronic Trading Services.

貴公司會對其持有本人/吾等的資料保密，但貴公司可能會把該等資料提供給任何代理人、承包商、或向貴公司提供行政、電訊、電腦或其他與電子交易服務運作有關的第三方服務供應者。

#### 7 Others

##### 其他

7.1 I/We agree that you and your directors, officers, employees and agents shall not be liable for any delay or failure to perform any of your obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which you and your directors, officers, employees and agents do not have absolute control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power supply problem, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

本人/吾等同意，貴公司及其董事、高級職員、僱員及代理人，無須為任何延遲或未履行貴公司於本協議所載之義務，或於貴公司之董事、高級職員、僱員及代理人不能絕對控制之任何情況下，包括但不限於政府管制、交易所或市場裁定、暫停交易、電子或機械設備或通訊連繫失靈、電話或其他互連系統故障、電子供應故障、未經許可的存取、盜竊、戰爭(不論已宣戰與否)、惡劣天氣、地震及罷工所直接或間接造成之損失負上責任。

7.2 Instructions sent by me/us will be treated as a valid and final electronic record by you upon you have sent an acknowledgement of receipt of the Instructions to me/us.

本人/吾等發出之任何指示將會在貴公司就本人/吾等發出之任何指示向本人/吾等發出有關該項指示之確認訊息後被貴公司視為有效及確定無疑的電子記錄。

## 8 Risk Disclosure Statements

### 風險披露聲明

8.1 Access to the internet and /or mobile electronic service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Transactions conducted through the internet and /or mobile electronic service may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond your control. Due to technical limitation, electronic transmission may not be a reliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing prices at the time the Instructions were given. Moreover, communications and personal data may be accessed by unauthorized third parties; and there are risks of misunderstanding or errors in any communication and those risks shall be absolutely borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.

在交易高峰，市場波動，系統升級及維護或其他時間，互聯網及/或流動電子服務的進入可能會受到限制甚至無法進入。通過互聯網及/或流動電子服務進行的交易可能會因不可預測的流量堵塞和其他貴公司無法控制的原因而受到干擾，傳輸中斷，以及傳輸延誤。由於技術上的限制，電子傳送不一定是一種可靠的通訊方法。由於這種不可靠性原因，指示及其他資訊的傳輸和接收可能會有延誤，而這會導致指示在執行上的延誤，或者交易執行的價格已不同於指示發出時的市場價格。而且，通信和個人資料可能會被未經授權的第三方取得，且在通訊上會存在誤解或錯誤的風險，而這些風險將完全由本人/吾等承擔。本人/吾等確認並同意，指示一旦發出通常將不可能取消。

8.2 Trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we shall 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 is either not executed according to my/our Instructions or is not executed at all.

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果本人/吾等透過某個電子交易系統進行買賣，便須承受該系統帶來之風險，包括有關系統硬件或軟件可能失靈的風險。系統失靈可能會導致本人/吾等的買賣盤不能根據指示執行，甚或完全不獲執行。

## 9 Declaration by Client

### 客戶聲明

9.1 I/We confirm that I/we have read the English or Chinese version of this Agreement and that the contents of this Agreement have been fully explained to me/us in a language which I/we understand, and that I/we accept each of the terms and conditions of this Agreement. In the event of any conflict between any provisions of the English version and the Chinese version of the Agreement, the English version prevails.

本人/吾等確認經已詳閱本協議之中/英文本，其中內容亦全部以本人/吾等明白之語言，向本人/吾等解釋清楚，而本人/吾等亦接受本協議之中文及英文稿本有矛盾之處，應以英文稿本為準。

9.2 I/We confirm that I/we have read and understood the content of risk disclosure statements, which have been provided and fully explained to me/us by the licensed representative of Telecom King Securities Limited in a language that I/we understand.

本人/吾等確認已詳閱及明白上述風險披露聲明之內容，而且該等風險披露聲明已經由電訊數碼證券有限公司之持牌代表以本人/吾等明白的語言向本人/吾等全部解釋清楚。

9.3 I/We confirm that the licensed representative of Telecom King Securities Limited has advised and urged me/us to read the risk disclosure statement, to ask questions and to take independent advice if I/we wish before the signing of this Agreement.

本人/吾等確認電訊數碼證券有限公司之持牌代表，於簽署本協議前，已建議及促使本人/吾等詳閱此風險披露聲明，向其提出問題及徵求獨立的意見(如本人/吾等有此意願)。

IN WITNESS WHEREOF this Agreement has been entered into on \_\_\_\_\_ .  
本協議於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日簽訂。

(for Individual Client)  
(以私人名義開立帳戶者適用)

SIGNED by (Name) \_\_\_\_\_ )  
客戶簽署 (姓名) \_\_\_\_\_ )  
\_\_\_\_\_ )  
Signature  
簽署

(for Corporate Client)  
(以公司名義開立帳戶者適用)

SIGNED by (Name) \_\_\_\_\_ )  
客戶簽署 (姓名) \_\_\_\_\_ )  
for and on behalf of \_\_\_\_\_ )  
代表 \_\_\_\_\_ )  
( \_\_\_\_\_ )  
Company Name 公司名稱 \_\_\_\_\_ )  
Authorized Signature/Business Chop  
授權簽署/公司印章

IN THE PRESENCE OF 見證人:

Name 姓名 \_\_\_\_\_

Occupation 職業 \_\_\_\_\_

Address 地址 \_\_\_\_\_

\_\_\_\_\_  
Witness Signature  
見證人簽署

#### Declaration by Licensed Representative of Telecom King Securities Limited

由電訊數碼證券有限公司之持牌代表作出聲明 (to be completed by the Company由本公司填寫)

I/We, licenced representative(s) of Telecom King Securities Limited, hereby declare and confirm that I/we have provided the risk disclosure statement in this agreement hereto in a language of Client's Choice (English/Chinese); and 本人/吾等為電訊數碼證券的持牌代表，並謹此聲明及確認本人/吾等已按照上述客戶所選擇的語言(英文或中文)提供於本協議內的風險披露聲明；及

The Client was invited to read the risk disclosure statement in this agreement, to ask questions and take independent advice if the Client so wished.

客戶已被邀請閱讀本協議內之風險披露聲明書、提出問題及徵求獨立的意見(如客戶有此意願)。

- Face to Face 面對面  
 Telephone 電話

\_\_\_\_\_  
Signature of Licensed Person  
持牌人簽名

\_\_\_\_\_  
Name of Licensed Person  
持牌人姓名

\_\_\_\_\_  
CE No.  
中央編號

\_\_\_\_\_  
Date  
日期

\_\_\_\_\_  
Recorded Line No  
電話錄音號碼

\_\_\_\_\_  
Time  
時間

#### FOR OFFICIAL USE ONLY 本公司專用

	Handled by	Specimen Checked	Input by	Data Checked	Approved by
Initial					
Date					