



致：發利證券有限公司

To: Prime Securities Limited

## 網上交易協議

### ON-LINE TRADING AGREEMENT

賬戶名稱

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

賬戶號碼

Account No. : \_\_\_\_\_

本網上交易協議是補充其依附的並為發利證券有限公司(“公司”，“貴公司”)與客戶(“客戶”，“本人/吾等”)簽訂的現金客戶協議，藉此本公司同意向客戶提供電子服務，使客戶能夠透過互聯網，發出電子指示並獲取報價和其他資訊(「網上交易服務」)。如現金客戶協議與本網上交易協議之條款有任何衝突，以後者之條款為準。

This On-line Trading Agreement is supplemental to the Cash Client Agreement entered into by Prime Securities Limited (“The Company”) and the Customer (“The Customer”, “I/We”) to which this On-line Trading Agreement is annexed whereby the Company agrees to provide to the Customer On-line Trading Services which enable the Customer to give On-line Trading Instructions and to obtain quotations and other information via internet that can connect to a telecommunication network (“**On-line Trading Services**”). Where any conflict arises between the Cash Client Agreement and the provisions of this On-line Trading Agreement, the provisions of the latter shall prevail.

#### 1 釋義 Interpretation

1.1 網上交易協議中的術語之含義與現金客戶協議所界定者相同，另有特別聲明者除外。以下詞彙在本合約中解釋如下：

Terms defined in this On-line Trading Agreement have the same meanings as in the Cash Client Agreement unless stated otherwise. In this Agreement the following expressions shall have the following meanings:

- 「登入號碼」是指識別客戶身份的名稱，須配合密碼一起使用以接達有關網上交易服務；  
“Login ID” means the Customer’s identification, used in conjunction with the Password, to gain access to the On-line Trading Services;
- 「資訊」是指任何交易或市場的資料、買入及賣出價、新聞報導、第三者分析員的報告，研究和其他資訊；  
“Information” means any transaction or market data, bid and ask quotations, news reports, third party analysts’ reports, research and other information relating to securities and the securities markets;
- 「密碼」是指客戶的登入密碼，須配合登入號碼一起使用以接達有關網上交易服務。  
“Password” means the Customer’s password, used in conjunction with the Login ID, to gain access to the On-line Trading Services.

1.2 現金客戶協議中提及的「指示」將被視為包括通過網上交易服務發出的網上交易指示。

References to “Instructions” in the Cash Client Agreement are deemed to include On-line Trading instructions given by means of the On-line Trading Services.

#### 2. 網上交易 On-line Trading

2.1 當使用網上買賣服務時，本人/吾等保證本人/吾等是唯一獲授權使用者及將會就所有透過網上本人/吾等的交易密碼而發出的買賣盤及所有進行的交易承擔全部責任，貴公司收到任何該等指示將被視為由本人/吾等收到的時間及以收到的形式發出。

When using the Online Trading Services, I/we warrant that I/we am/are the only authorized user and will be solely responsible for all instructions placed and all transactions conducted with the use of my/our Login ID and Password. Any

Instructions so received by the Company shall be deemed to be made by me/us at the time received by the Company and in the form received.

- 2.2 本人/吾等對其登入號碼和密碼的保密、安全及使用承擔責任。本人/吾等並且保證會小心地去使用本人/吾等的密碼。

I/we will be responsible for the confidentiality, security and use of my/ our Login ID and Password. I/we also undertake to use Login ID and my/our password with caution.

- 2.3 本人/吾等接獲並非由本人/吾等發出的指示或執行有關指示的確認，本人/吾等應立即通知 貴公司。如果發現登入號碼或密碼有任何遺失、被竊或未經授權使用，本人/吾等應立即通知 貴公司。

I/we will immediately inform the Company if I/we have acknowledgment of an instruction or execution of it, which has not been given by me/us. I/we will immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password.

- 2.4 本人/吾等同意在發出每個指示之前會加以複核，因為本人/吾等的指示一經作出，便可能無法取消。

I/we agree to review every order before placing it as it may not be possible to cancel my/our orders once given.

- 2.5 除非本人/吾等的帳戶有足夠的已結算款項或證券以進行交收，否則 貴公司並沒有義務執行本人/吾等的指示。

The company is not obliged to execute my/our instructions until there are sufficient cleared funds or securities in my/our account to settle my/our transactions.

- 2.6 本人/吾等通過網上交易服務發出指示後，應通過網上交易服務核對所發出的指示是否已被 貴公司正確地確認。本人/吾等同意經網上交易服務發出的指示， 貴公司確認已收到有關指示，方始生效。

After the giving of an Instruction via the On-line Trading Services, I/we shall check via the On-line Trading Services that the Company has correctly acknowledged its Instruction. I/we consent that instructions placed via the On-line Trading Service will not be valid until corresponding confirmation is received from the Company.

- 2.7 本人/吾等在完成每次網上交易網上交易時段後，會立即退出網上交易服務系統。

I/we will logoff the On-line Trading Services immediately following the completion of each On-line Trading Services session.

- 2.8 如果網上交易服務未能使用或本人/吾等遇到困難而未能發出交易指示，本人/吾等可透過電話發出交易指示。

In the case the On-line Trading Services is not available or if I/we experience any problems in giving Instructions through it, I/we shall place Instructions through telephone.

- 2.9 貴公司可有絕對酌情權，對可透過網上服務發出的指示之種類及指示之價格範圍予以限制。

The Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders, which can be placed through the On-line Trading Services.

- 2.10 在不限制上述的概括性原則下，本人/吾等確認並同意，一旦通過網上交易服務發出指示後，未必能夠予以修改或取消，及指示只有在尚未被 貴公司執行時方有可能進行修改或取消。在這種情況下， 貴公司將盡可能修改或取消指示，但是，儘管 貴公司已確認有關修改或取消指示，也並不能保證該修改或取消一定會發生。如果該修改或取消沒有發生，本人/吾等仍然要對其最初作出的指示負責。

Without limiting the generality of the foregoing, I/we acknowledge and agree that it may not be possible to amend or cancel an instruction after it has been given through the On-line Trading Services and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, I/we shall remain liable for the original Instruction.

### 3. 資訊提供 Provision of Information

- 3.1 貴公司通過網上交易服務向本人/吾等傳遞資訊。本人/吾等可能會被收取從交易所、市場及其他傳輸資訊的第三方（統稱為「資訊供應者」）獲得並提供給本人/吾等使用的資訊的一定費用。並授權 貴公司可從本人/吾等的帳戶中扣除該類費用。

The Company may convey Information to me/us by On-line Trading Services. I/we may be charged a fee for Information the Company provides that has been obtained from Exchanges, markets and from other third parties that transmit Information (collectively referred to as the “Information Providers”). I/we agree to authorize the Company to debit the my/our Account with the same.

- 3.2 資訊乃是 貴公司、資訊供應者或其他人士的財產，並受版權所保護。資訊只供本人/吾等個人使用及參考，及不會將資訊用於任何非法目的。不得將資訊進行複製、翻印、分類臚列、傳送，或用作商業用途，本人/吾等亦不得以任何理由將資訊供應任何其他人士或實體。

The Information is the property of the Company, the Information Providers or others and is protected by copyright. I/we shall use the Information for my/our personal use and reference only, I/we shall not use the Information for any unlawful purpose. The information must not be reproduced, duplicated, sub-listed, or transmitted or used for commercial purpose; I/we shall not furnish it to any other person or entity for any reason.

### 4 知識產權 Intellectual Property Rights

本人/吾等同意網上交易服務及其所包含的任何軟件乃屬 貴公司及/或第三方服務供應商專有。本人或吾等同意

不會以任何方式對服務或其中所包含之軟件的任何部份作出干預、修改、拆解、還原工程、或其他刑式之更改，或在未經授權下入網上交易服務或內裏包含的軟件的任何部份，亦將不會嘗試作出任何上述行為。倘若本人/吾等違反本條規定或倘若本公司合理懷疑已違反本人/吾等違反本條規定，可立即中斷或終止之登入密碼及/或取消任何帳戶，而毋須事先知會我/我們。本人/吾等承諾，倘本人/吾等知悉任何其他人士作出任何上述行為，將立即知會 貴公司。

I/we agree that the On-line Trading Services, and any software comprised in it, is proprietary to the Company and/or third party service providers. I/we agree not to tamper with, modify, decompile, reverse engineer or otherwise alter in any way or gain unauthorized access to, any part of the On-line Trading Services or any of the software comprised in it, and will not attempt to do any of the above. The Company may suspend or terminate my/our Login ID and Password and/or close any of my/our Accounts immediately with giving me/us prior notice if I/we breach this provision or if the Company reasonably suspects that I/we have breached this provision. I/we undertake to notify the Company immediately if I/we become aware that any other person is doing any of the above.

## 5 責任和賠償的限制 Limitation of Liability and Indemnification

5.1 貴公司、其業務代理、以及資訊供應者對由於難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概不負責，這些情況包括，但不限於：

The Company, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Customer resulting from circumstances beyond their reasonable control including, without limitation:

- (i) 因通訊設施故障或傳輸中斷或通訊媒體不可靠或任何其他非 貴公司所能合理控制之原因而導致之傳輸、接收或執行指示之延誤；及  
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 due to any other cause or causes beyond Company's reasonable control; and
- (ii) 資訊供應者所提供的股市研究、分析、市場數據以及其他資訊的延誤、不準確、遺漏或 缺乏；及  
delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers; and
- (iii) 即時報價由資訊供應者提供，因上述即時報價，包括依賴有關報價，而蒙受的任何損失、費用、損害賠償或申索；及  
real-time quote of stock prices is provided by the Information Providers, any losses, costs, expenses, damages, or claims which may suffer as a result of in connection with or arising out of any aspect of such real-time quote including reliance on such quote; and
- (iii) 未經授權下進入通訊系統，包括未經授權下使用客戶的登入號碼，密碼，和/或帳戶號碼；及  
unauthorized access to communications systems, including unauthorized use of the Customer Login ID, password(s) and/or account numbers; and
- (iv) 戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。  
war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.

5.2 如本人/吾等違反了現金客戶協議（包括本網上交易協議）、適用的證券法例或規例、或任何第三方的權利，包括（但不限於對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使 貴公司、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支和費用（包括但不限於律師費），本人/吾等將就此對其作出賠償，及保證 貴公司、其業務代理及資訊供應者不會因此而招致任何損失。即使終止本網上交易協議，本人/吾等在此的責任將仍然有效。

I/we agree to defend, indemnify and hold the Company, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to attorneys' fees) arising from my/our violation of the Cash Client Agreement (including this On-line Trading Agreement), applicable securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this On-line Trading Agreement.

5.3 本人/吾等接受，儘管 貴公司將盡力確保所提供的資訊的準確性和可靠性， 貴公司並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不準確或遺漏而導致本人/吾等遭受的任何損失或損害， 貴公司一概不承擔責任（無論是在民事過失、合約或其他法律上）。

I/we accept that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

## 6. 電子服務之終止 Termination of Electronic Services

貴公司保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶

的接入號碼、密碼、和/或帳戶號碼、違反本網上交易協議或現金客戶協議、貴公司未能繼續從任何資訊供應者獲得任何資訊、或 貴公司與資訊供應者之間的一個或多個協議被終止，終止本人/吾等接達網上交易服務或其任何部分。

The Company reserves the right to terminate my/our access to On-line Trading Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the my/our Login ID(s), password(s) and/or account number(s), breach of this On-line Trading Agreement or the Cash Client Agreement, discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the Company and Information Providers.

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

本人/吾等已獲得邀請閱讀風險披露聲明，提出問題及徵求獨立意見。

I/we acknowledge that I/we was/were invited to read the Risk Disclosure Statement, ask questions and take independent advice.

#### 8. 一般事項 General

8.1 倘若發生任何爭議，本人/吾等同意以 貴公司的記錄（包括電子記錄）為準。

In the event of any dispute between the parties, I/ we agree that the records of the Company (including On-line Trading records) shall prevail.

8.2 貴公司可不時修改本網上交易協議之條款，並會以書面方式或透過電子服務向本人/吾等發出合理通知。

The Company may change the terms in this On-line Trading Agreement from time to time by giving me/us reasonable notice in writing or via On-line Trading Services.

經客戶同意及接納：

Agreed and Accepted By Customer:

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授權簽名 Authorised Signature

客戶姓名：

Customer's Name : \_\_\_\_\_

日期：

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