



信亨証券有限公司
SHUN HENG SECURITIES LIMITED

香港灣仔杜老誌道六號群策大廈十一樓
11/F., Kwan Chart Tower, 6 Tonnochy Road, Wan Chai, Hong Kong
www.shunheng.com

聯合交易所參與者經紀編號 6190 香港證監會註冊證券交易商 CE 編號 AGK 283
Participant of SEHK Broker No. 6190 Registered with the Securities & Futures Commission as a Securities Dealer CE No. AGK 283

Electronic Stock Trading Service Agreement

電子證券交易服務協議

TO : SHUN HENG SECURITIES LIMITED

致 : 信亨証券有限公司

Account No:
賬戶號碼

Account Name:
客戶姓名

THIS Electronic Stock Trading Service Agreement is supplemental to the Securities Trading Agreement/Margin Trading Agreement entered into by Shun Heng Securities Limited (“Shun Heng”)(CE No. AGK283) and me/us, to which this Electronic Stock Trading Service Agreement is annexed whereby Shun Heng 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 connect to a telecommunication network (“Electronic Trading Service”). Where any conflict arises between this Electronic Stock Trading Service Agreement and the Securities Trading Agreement/Margin Trading Agreement, the Provision of the latter shall prevail.

本電子證券交易服務協議是附屬於信亨証券有限公司（以下稱「信亨」）（CE 編號 AGK283），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。信亨同意向本人/吾等提供電子證券交易服務（以下稱電子交易服務）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。

1. Using Electronic Trading Service
使用電子交易服務

1.1 I/We understand that the Electronic Trading Service is a facility operated through Internet, 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運作之設施，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。

1.2 I/We shall be the only authorized user of the Electronic Trading Service under the Account. I/We shall be responsible 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 Service using the password as received by Shun Heng and neither Shun Heng nor Shun Heng’s 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 handing or loss of any instruction.

本人/吾等為賬戶下的電子交易服務之唯一獲授權用戶。本人/吾等須對私人密碼之保密及使用負責。本人/吾等承認及同意，本人/吾等須對使用私人密碼/接達密碼透過有關之電子交易服務而輸入之一切由信亨所接受之指示負全責。信亨之董事、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。

- 1.3 I/We acknowledge that the Electronic Trading Service is proprietary to Shun Heng. I/We warrant and undertake that I/we shall not, and/or shall not attempt to, tamper with, modify, de-compile, 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 Service. I/We acknowledge that Shun Heng may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if Shun Heng at any time has reason to suspect that I/We have breached the same. I/We undertake to notify Shun Heng immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person. In any event, Shun Heng shall not be liable for my/our failure in observing the aforesaid obligations and I/we shall fully indemnify Shun Heng in respect of any direct or indirect loss or cost of whatsoever nature that Shun Heng may suffer or incur as a result thereof.

本人/吾等承認電子交易服務為信亨專有。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分。本人/吾等同意，倘本人/吾等在任何時間違反本保證及承諾，或信亨在任何時間有理由懷疑本人/吾等已違反本保證及承諾，則信亨可對本人/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，須立即通知信亨。如本人/吾等未能履行此項責任，本人/吾等將不得要求信亨負責，並須對信亨因此而產生之直接或間接損失及費用作出全數彌償。

- 1.4 I/We acknowledge that Shun Heng offers me/us an alternative way of accessing the Account by telephone. I/We agree that, should I/we experience any problems in reaching Shun Heng through Electronic Trading Service, I/we will use the alternative method(i.e. Telephone) to communicate with Shun Heng and inform Shun Heng of the difficulty I/we am/are experiencing.

本人/吾等知悉，信亨為本人/吾等提供另一種接達戶口的途徑 - 電話。本人/吾等同意，若本人/吾等透過電子交易服務與信亨聯絡時出現任何問題，本人/吾等將利用另一種方法（即電話）與信亨聯絡，並通知信亨本人/吾等所遇的困難。

- 1.5 I/We acknowledge that the real-time quote service that may be available through the Shun Heng's service is provided by a third party appointed by Shun Heng from time to time. I/We agree to pay fee for the information. The information is the property of Shun Heng, the information Providers or others and is protected by copyright. I/We shall not use the information or any part thereof other than for my/our own use or in the ordinary course of my/our own business. I/We agree that Shun Heng shall not be responsible for any losses I/we or any other person may suffer as a result of relying on any real time quote on prices of securities which may be available to me/us through the Shun Heng's Service.

本人/吾等承認信亨所提供之資訊報價服務，乃由信亨不時委聘的第三者提供。本人/吾等須就此資訊報價服務支付費用。資訊報價服務屬信亨、資訊提供者或其他人士的財產，且受版權保護。本人/吾等除自用或在自己業務的正常過程中使用此資訊外，不得在其他方面使用此資訊或其任何部分。本人/吾等同意信亨無須就本人/吾等或任何其他人士因依賴信亨所提供的資訊報價服務，而蒙受之任何損失負責。

2. Instruction 指示

- 2.1 I/We shall submit my/our instructions to Shun Heng through the Electronic Trading Service provided by Shun Heng. Shun Heng shall so far as it considers reasonably practicable sell and/or purchase securities in accordance

with those instructions as received, provided always that Shun Heng shall have an absolute discretion to accept or reject any instructions.

本人/吾等透過信亨提供之電子交易設施向信亨發出指示，信亨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，惟信亨可自行酌情決定接納或拒絕任何指示。

2.2 I/We acknowledge and agree that Shun Heng shall have full discretion not to execute any instruction, in particular, but not limit to, if (as applicable):

本人/吾等承認及同意，信亨有權決定不執行任何指示，尤其是，但不限於，倘出現以下情況（如適用）

(a) (i) there are insufficient cleared funds in the Account(s); and/or

賬戶內並沒有足夠即兌款項；及/或

(ii) there are insufficient Securities in the Account(s);

賬戶內並無足夠證券；

for settlement of the relevant instruction; and/or

以供有關交結算之用，及/或

(b) the funds required for the relevant instruction when aggregated with the funds required for the execution of all other outstanding instructions render the Account(s) to exceed the day trade limit as agreed between Shun Heng and me/us.

有關指示所須之款額與執行所有其他尚未完成之指示所須款額之總和令賬戶之所須款額超出每日本人/吾等與信亨先前議定的投資金額。

2.3 I/We hereby declare and confirm that I/we understand and agree that, in addition to terms and conditions applicable to and governing the use of the Electronic Trading Service, it is my/our primary responsibility to immediately contact Shun Heng through my/our respective account executive or the hotline of the electronic service by telephone in the event that:

本人/吾等進一步承認及同意，作為發出指示而使用服務之一項附帶條件，倘出現以下情況，本人/吾等有基本責任必須立即致電本人/吾等之賬戶經紀或信亨之客戶服務熱線通知信亨：

(a) I/We do not receive any response of whatsoever nature to any request or instruction that I/we have executed on any one or more of my/our account(s) maintained with the same using the Electronic Trading Service within the designated time (as shall be specified by Shun Heng from time to time) of the execution of such requests or instructions to confirm the status of the related transactions; or

有關賬戶之指示已透過電子交易服務發出，但本人/吾等在信亨所指定之時間內尚未接獲有關該指示的執行的任何性質的回應，以確認有關交易之狀況；

(b) I/We have received a confirmation (no matter by means of hard copies, electronic means or verbal confirmation) relating to any instructions or request not given by me/us; or such confirmation being inconsistent with the instructions and/or request given by me/us; or

本人/吾等已接獲本人/吾等並無發出指示之交易之確認（不論以複印文本、電子或口頭方式）或該確認與本人/吾等的指示不相符者；

(c) I/We become aware that the password has been used by any person except me/us.

本人/吾等知悉私人密碼出現任何未經許可之使用情況。

In any event, Shun Heng shall not be liable for my/our failure in observing the aforesaid obligations and I/we shall fully indemnify Shun Heng in respect of any direct or indirect loss or cost of whatsoever nature that Shun Heng may suffer or incur as a result thereof.

如本人/吾等未能履行此項責任，本人/吾等將不得要求信亨負責，並須對信亨因此而產之直接或間接損失費用作全數彌償。

2.4 I/We undertake to fully indemnify and save Shun Heng harmless from all losses, costs, fee, damages, expenses, claims, suits and liabilities whatsoever that Shun Heng may suffer, incur or be under or that may be brought against Shun Heng, in any way relating to or arising out of Shun Heng acting upon, delaying in acting upon or refusing to act upon any of my/our verbal, telephone or facsimile instructions (including but not limited to any instruction of purchases & sales, settlement, transfer, deposit or withdrawal of securities and/or monies) or any unauthorized instruction that was not given by me/us.

本人/吾等承諾賠償信亨所有關於因處理、延緩處理或拒絕處理本人/吾等的口頭、電話或圖文傳真指示（包括但不限於任何證券買賣、交收、過戶、存款/存入股票或提款/提取股票的指示），或因該指示並非由本人/吾等正式授權發出，而引致的損失、費用、收費、損害、支出、索償及其他責任及保證信亨不會因此承受任何損失。

2.5 I/We understand and acknowledge that Shun Heng's records on requests and instructions actually received and responses actually sent by the same (including E-mail, Facsimile and/or Telephone Confirmation) shall be binding final and conclusive unless and until the contrary is judicially established.

本人/吾等明白及承認除非經過司法程序證明錯誤之處，信亨確認收到本人/吾等發出之任何指示及發出給本人/吾等之任何回覆（包括利用電郵、傳真或電話）之記錄均屬有約束及確定無疑。

2.6 I/We acknowledge and agree that the Electronic Trading Service is due to unpredictable transmission congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the control of Shun Heng. I/We acknowledge that, as a result of such unreliability, there may be delays, technical errors and failure and/or incompleteness in the transmission and receipt of instructions and other information and that this may result in delays, and/or incompleteness in the execution of instructions and/or the execution of instructions at prices different from those prevailing at the time the instructions were given. I/We further acknowledge and agree that there are risks of misunderstanding or errors or incompleteness in any communication and that such risks shall be absolutely borne by me/us. I/We further acknowledge and agree that it may not usually be possible to cancel an instruction after it has been given.

本人/吾等承認及同意鑑於可能出現未能預計之電子網絡或流動通訊網絡或其他電訊網絡交通擠塞及其他理由，電子交易服務乃一個本質上不可靠之通訊媒介，而該不可靠性乃在信亨控制範圍之外。本人/吾等承認，鑑於該不可靠性，信亨電子交易服務在傳送及接收指示及其他資訊方面可能出現延遲、技術上的差誤及或傳送不完整的情況，而導致指示被延遲執行及/或不完整地執行及/或指示執行之時市場價格有別於指示發出時之價格。本人/吾等進一步承認及同意任何通訊均有被誤解或出現錯誤或傳送不完整之風險，而該等風險須全部由本人/吾等承擔。本人/吾等亦承認及同意在發出指示後未必可取消該項指示。

3. Non-Hong Kong Residents or Corporations

非香港居民或公司

- 3.1 If I/we (or being a corporation incorporated outside Hong Kong) reside or give instructions outside Hong Kong, I/we agree to ensure and represent that such instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to me/us or from which my/our instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction.

若本人/吾等（或本法團乃海外註冊公司）於本港以外地方居住或發出指示，本人/吾等同意確保及聲明該指示為符合本人/吾等發出指示當地有關司法管轄區之適用法律。如有任何疑問，需向該有關司法管轄區諮詢及聽取法律意見。

- 3.2 I/We agree to pay any taxes, duties, impositions or charges payable to the relevant authorities in respect of my/our residing or the giving of any instructions outside Hong Kong and the execution of my/our instructions.

本人/吾等同意就本人/吾等於香港以外居住而發出的任何指示及為其執行若須向該有關當局繳交任何稅額、稅項、徵稅或費用，一概由本人/吾等負責。

4. Termination of the Electronic Trading Service

終止電子證券交易服務

- 4.1 Shun Heng may block access to the use of any part of the Electronic Trading Service without prior notice in the event that:

在下列情況下，信亨可毋須事前通知而停止客戶使用信亨之電子交通服務

- (a) Shun Heng elect at their discretion to discontinue such Service on a temporary or permanent basis; or
信亨酌情決定暫時或永久中斷此項服務；或

- (b) I/We breach this Agreement.
本人/吾等違反本協議條款。

- 4.2 I/We may, subject to satisfaction and discharge of my/our indebtedness, liability or other obligation to Shun Heng, close my/our Account at any time by giving Shun Heng not less than 3 business days' prior written notice.

本人/吾等在清償及解除本人/吾等對信亨的債項、負債或其他債務責任之情況下，本人/吾等可向信亨發出不少於三個工作天事先書面通知，然後終止戶口。

- 4.3 Closing any account or terminating any services will not affect the rights and obligations of either party incurred prior thereto.

終止戶口或停止任何服務不會影響任何一方先前因此而產生的權利及責任。

- 4.4 Any termination of the Service or this Agreement shall not affect any transactions entered into or prejudice or affect any rights, powers duties and obligations of either party accrued prior to the termination.

任何在終止前訂立的交易或任何一方在終止前取得之權利、權力、職責及責任，均不應因任何服務或本協議之終止而受影響或妨礙。

5. Responsibilities, Limitation of Liability and Indemnity

法律責任和彌補限制

- 5.1 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 Shun Heng 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 Shun Heng or any disseminating party, or the any force majeure event, or any other cause beyond Shun Heng's control or the reasonable control of any disseminating party.

本人/吾等明瞭，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/吾等明瞭，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。因信亨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信亨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，信亨或任何發佈數據一方均無須負責。

- 5.2 I/We agree that Shun Heng and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of Shun Heng's obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which Shun Heng, its directors, officers, employees or 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，信亨及其董事、高級職員、僱員及代理人，無須為任何延遲或未履行信亨於本協議所載之義務，或於信亨之董事、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、交易所或市場裁決、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、電力供應故障、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。

- 5.3 I/We agree and acknowledge that I/we shall, independently and without reliance on any information and/or advice as provided by Shun Heng, make my/our own judgements and decisions with respect to each transaction. Shun Heng shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its directors, officers, employees or agents irrespective of whether or not such suggestion was given at my/our request.

本人/吾等同意及確認在不依賴信亨所提供之任何資料及/或建議之情況下，就每一項交易獨立作出本人/吾等之判斷及決定。信亨無須就任何信亨之董事、高級職員、僱員及代理人所提供之任何資料或建議（不論該等建議是否應本人/吾等之要求而提供）負上責任。

- 5.4 In this Agreement where I/we comprises more than one person, the agreement and liabilities of such persons therein contained or implied are joint and several and, as the content many require, words and phrases herein denoting the singular include the plural. Any notice hereunder to any one such person shall be deemed effective

notice to all such persons.

本協議書倘多於一人簽署或同意受此條款約束，則其按此條款所須負責的責任乃屬聯同及個別承擔者。又按文義所需，單數詞和句當包括眾數用。根據此條款發給其他任何一人的通告，得視為對其全體的有效通知。

- 5.5 I/We confirm that I/we have/has read the English or Chinese version of this Agreement and contents of which have been fully understood 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/吾等確認本人/吾等已詳閱本協議之中/英文本，對本協議的內容亦全部明白並同意接受本協議中所有條款及細則，而本人/吾等亦接受本協議之中文及英文稿本有衝突之處，應以英文稿本為準。

6. Governing Law 管轄法律

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocable submit themselves of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

IN WITNESS WHEREOF

I/We hereto set my/our hands and affix my/our firm chop/our common seal hereto this day of _____ - 20
見證本協議，本人/吾等在此簽署及蓋上商號印章於二零 年 月 日。

Individual/Joint Account Holder(s)/Sole Proprietor or Partnership (sign with chop of firm)

個人/聯名客戶/獨資公司/合夥公司(請蓋商號印章)

SIGNED by the Client: _____)

客戶簽署 _____)

(Name of Client) (I.D. Card/Passport No.))
(客戶姓名) (身份證/護照號碼))

(Name of Client) (I.D. Card/Passport No.))
(客戶姓名) (身份證/護照號碼))



in the presence of :-
見證於

Witness Signature
見證人簽署

Witness Name: _____ Witness Occupation: _____
見證人姓名： 見證人職業：

Witness Address: _____
見證人地址：

ACCEPTED AND CONFIRMED BY SHUN HENG SECURITIES LIMITED

信亨証券有限公司接受及確認

SIGNED by _____)
簽署由 _____)
_____)
_____)
_____)

For and on behalf of
SHUN HENG SECURITIES LTD

Authorized Signature(s)

Company/Corporate Account Holder (sign with signature chop)

公司/法團 (請附加公司/法團簽名印章)

SIGNED by)
簽署)



_____)
(Director's Name) (I.D. Card/Passport No.))
(董事姓名) (身份證/護照號碼))

and _____))
(Director's Name) (I.D. Card/Passport No.))
(董事姓名) (身份證/護照號碼))

two of its directors for and on behalf of)
兩位該公司/法團董事代表)

_____))
(Name of Client's Company 客戶公司名稱))

in the presence of :-
見證於

Witness Signature
見證人簽署

Witness Name
見證人姓名： _____

Witness Occupation
見證人職業： _____

Witness Address
見證人地址： _____

ACCEPTED AND COMFIRMED BY SHUN HENG SECURITIES LIMITED
信亨証券有限公司接受及確認

SIGNED by)
簽署由)
)
)
)

For and on behalf of
SHUN HENG SECURITIES LTD

Authorized Signature(s)