

To: Wo Fung Securities Company Limited (CE No. ACS876)  
致：和豐證券有限公司 (中央編號:ACS876)

I/We \_\_\_\_\_, client account no. \_\_\_\_\_ hereby apply for your Internet Securities Trading Services with the following additional services (collectively, the "Services"):-

本人/吾等 \_\_\_\_\_ ' 客戶號碼 \_\_\_\_\_ 由此申請閣下之互聯網證券交易服務並包括以下附加服務 (合稱 "此服務"):

In consideration of your providing the Services to me/us, I/we hereby agree and accept that:-

鑒於閣下提供網上證券交易服務，本人/吾等同意及接受:

1. This Agreement is supplemental to the Cash Client' s Agreement entered into by you and me/us to which this Internet Securities Trading Agreement is annexed whereby you agree to provide to the Services which enables me/us to give electronic Instructions and to obtain quotations and other information via Internet. Where any conflict arises between the Cash Client' s Agreement and the provisions of this Internet Securities Trading Agreement, the provisions of the former shall prevail.

本協議是附屬於閣下與本人/吾等簽訂的現金客戶協議，作為該現金客戶協議的補充。根據本協議，閣下同意向本人/吾等提供此服務，以便本人/吾等可通過互聯網設備發出電子指示，並取得報價和其他資訊。倘現金客戶協議條款與本協議的條款相抵觸，則以前者服務協議的條款為準。

## 2. Interpretation 釋義

- 2.1. Terms defined in this Internet Securities Trading Agreement have the same meanings as in the Cash Client' s Agreement unless stated otherwise.

除另有規定外，在本互聯網證券交易協議中界定的詞語與在現金客戶協議中界定的詞語具有相同的涵意。

- 2.2. The following expressions shall, unless the context requires otherwise, have the following meanings:

除文意另有所指，下述詞語應具有下述載明的涵意：

- "Instruction Acknowledgement" means, in relation to an Instruction, whether to buy or sell Securities or to amend or cancel another prior Instruction, an acknowledgement by the Company of receipt of those Instructions;  
'指示認收' 就一項指示而言 (不管是指購買或出售證券或修訂或取消另一項先前已發出的指示)，指閣下就收到該項指示所作出的認收；
- "Login ID", means the Client' s Identification, used in conjunction with the Password, to gain access to the Services;  
'登錄名字' 指存取此服務而與密碼共同使用的本人/吾等登記名字；
- "Services" means Internet trading facility provided by you through Internet which enable me/us to give electronic Instructions to purchase, sell and otherwise deal in Securities;  
'此服務' 閣下通過互聯網交易系統所提供的電子買賣設施，使本人/吾等可發出買賣證券和以其他方式進行證券買賣的電子指示；
- "Information" means any transaction data, bid and ask quotations, news reports, third party analysis' reports, research and other information relation to securities and the securities markets;  
'資訊' 指示任何交易資料、叫價和賣盤價、新聞報導、第三方的分析報告、研究資訊及與證券和證券市場有關的其他資訊；
- "Password" means my/our password, used in conjunction with the Login ID, to gain access to the Services.  
'密碼' 指為存取電子服務而與登錄名字共同使用的本人/吾等登記密碼。

2.3. References to 'Instructions' in the Cash Client's Agreement is deemed to include such electronic instructions given by means of the Services.

在現金客戶協議中，凡「指示」者均視其包括按此服務協議中所發出的電子指示。

3. The Services are for my/our sole and exclusive use and I/we shall use the Services only in accordance with this Agreement and the Cash Client's Agreement. At no time and under no circumstances shall I/we disclose the user identification code (the 'User ID') and/or the password (the 'Password') of the Services to any other person.

此服務僅供本人/吾等獨家使用。在任何時候及情況下，本人/吾等均不得向任何其他人士透露使用者名稱及/或密碼。

4. I/We shall be fully responsible for any accidental or unauthorized disclosure of the User ID and/or the Password to any other person and shall bear the risks of the User ID and/or the Password being used by unauthorized persons or for unauthorized purposes.

若使用者名稱及/或密碼在任何無意或未經授權的情況下為其他人士所知悉，本人/吾等須負全責；使用者名稱及/或密碼被未經授權人士使用或被用於未經授權用途的風險，亦須由本人/吾等承擔。

5. Any instruction given in connection with the Services by quoting the User ID and the Password of mine/ours, once given, may not be rescinded or withdrawn without your consent. All such instructions given, as understood and acted on by you in good faith, shall be irrevocable and binding on me/us whether given by me/us or by any other person purporting to be me/us. You shall be under no duty to verify the identity or authority of the person giving any such instruction or the authenticity of such instruction apart from verifying the User ID and the Password.

經引用使用者名稱及密碼之任何與此服務有關的指示，一經發出後，如未經閣下同意，一概不得取消或撤回。所有此等已發出的指示，不論由本人/吾等或聲稱為本人/吾等的任何其他人士發出，經閣下按其誠信理解並予以執行後，即不可撤回，且對本人/吾等有約束力。除核證本人/吾等的使用者名稱及密碼外，閣下並無任何責任，核證任何此等指示的人士的身分，或核證此等指示的真確性。

6. I/We shall be fully liable and responsible for all consequences arising from or in connection with use of the Services and/or access to any information or report or any other information as a result of such use by me/us or any other person whether or not authorized.

本人/吾等或任何其他人士（不論經授權與否）使用此服務及/或因使用此服務而獲得任何資訊或報告或其他資料而產生或與其有關的後果，本人/吾等須承擔全部責任。

7. 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 Services.

閣下會對其持有本人/吾等的資料保密，但閣下可能會把該等資料提供給任何代理人、承攬人、或向閣下提供行政、電訊、電腦或其他與此服務運作有關的第三方服務供應者。

8. You reserve the right to charge fees in relation to the use and/or termination of the 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 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.

閣下有權就此服務的使用及/或終止使用收取費用，以及調整該等收費。閣下將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此服務，則該等收費率即對本人/吾等具有約束力。閣下可指定向本人/吾等收費的方式及周期。

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

I/We acknowledge and accept the use of Services described below:

本人/吾等承認並接受使用此服務須承擔下述風險：

9.1. Before using the on-line trading services of Wo Fung Securities Company Limited, I fully understand the risks of internet on-line trading, I accept and agree to the disclaimer of Wo Fung Securities listed on the website.

連線至和豐證券有限公司之網上交易服務操作前，本人/吾等清楚了解網上交易之風險，並接受及同意和豐證券有限公司在網站內所列之免責聲明。

9.2. If I/we effect transactions via the Services, it will be exposed to risks associated with the Services and Internet System including the failure of hardware and software, and that 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.

若本人/吾等通過此服務進行交易，本人/吾等須承擔與互聯網有關服務系統有關的風險，其中包括硬件和軟件故障，因任何系統發生故障而導致未能根據本人/吾等的指示執行其買賣盤，或未能完全執行其買賣盤。

9.3. All electronic channel and internet is, due to unpredictable traffic congestion and other reason, an inherently unreliable medium of communication and that such unreliability is beyond your control. I /We acknowledge that, as a result of such unreliability, there are security risks and risks of failure or delay in the transmission and receipt of instructions and other information and that this may result in influence on integrity and privacy of data, failure or delay in the execution of instructions and/or the execution of instructions at prices different from those prevailing at the time the instructions were given.

由於通訊擠塞及其他原因，任何電子渠道和互聯網屬不可靠通訊媒體，而此不可靠本質並非閣下所能控制。本人/吾等確認由於有此不可靠本質，在傳送及接收指令及其他通訊時會存在保安風險及無法傳送及接收以及延誤風險，影響資料的完整性和私隱性，或導致無法或延誤執行指令及/或執行指令時之價位有別於指令發出時之價位。

9.4. I/We acknowledge and agree that there are risks of interception of instructions as well as of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. In addition, I/we acknowledge and agree that it is not usually possible to cancel an instruction after it has been given.

本人/吾等確認及同意，在任何通訊中均存在指令遭人截取、誤解或出錯之風險，而此等風險須由本人/吾等全部承擔。再者 本人/吾等確認及同意指令一經發出，通常不能撤消。

9.5. All online quoted data and information provided by you or any other third party is for reference purpose only and you shall not be liable for any inaccuracy thereof or any loss and damages whatsoever me/us in reliance thereon.

所有閣下及/或其他第三者於網上所報數據及資料只屬參考性質，閣下不會就其準確性或本人/吾等對之依賴而產生之任何損失及損害承擔任何責任。

## 10. Provision of Information 資訊條文

10.1. The Information is your property, the Information Providers or others and is protected by copyright. I/We shall not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

資訊屬閣下、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資訊外，不得在其他方面使用資訊或其任何部分。

10.2. I/We agree not to: 本人/吾等同意：

- reproduce retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information for any illegal purposes or in any manner without the express written your consent and the relevant Information Provider(s);

未經閣下及有關資訊提供者事先以書面方式明確表示同意，不會複製、再傳遞、傳播、出售、分發、發佈、廣播、傳閱或在商業上利用資訊作非法用途；

- use the Information for any unlawful purpose;  
不會就任何非法目的使用資訊；
- use the information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading securities listed in the SEHK; and  
不會將資訊或其任何部分用於設立、維持或提供或協助設立、維持或提供買賣場地或買賣服務，以便買賣在香港聯交所上市的證券；及
- disseminate the Information to third parties.  
不會向第三方傳播資訊。

10.3. I/We agree to comply with reasonable written requests by you to protect the Information Providers' and your respective rights in the Information and the Services.

本人/吾等同意遵守閣下以書面發出的合理要求，以保障資訊提供者和閣下在資訊及獲電子服務中的有關福利。

10.4. I/We shall comply with such reasonable requests as the Company may give from time concerning permitted use of the Information.

本人/吾等應遵守閣下不時就批准使用資訊而合理地發出的指示。

## 11. Intellectual Property Rights 知識產權

11.1. I/We acknowledge that the Services; and the software comprised in it, is proprietary to you. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise after in any way, and shall not attempt to gain unauthorized access to, any part of the Services or any of the software comprised in it. I/We agree that you shall be entitled to terminate this Internet Securities Trading Agreement if at any time I/we breach, or if you at any time reasonably suspects that I/we have breached, this warranty and undertaking.

本人/吾等確認，此服務和其中包含的軟件屬閣下專有財產。本人/吾等保證並承諾，其不應且不應試圖篡改、更改、取消編纂、逆轉設計或以其他方式更改電子服務的任何部分或其中包含的任何軟件，亦不應在未獲批准的情況下試圖存取電子服務的任何部分或其中包含的任何軟件。本人/吾等同意，若本人/吾等在任何時候違反本保證和承諾，或閣下在任何時候合理地懷疑本人/吾等已違反本保證和承諾，閣下有權終止本互聯網證券交易協議。

11.2. I/We acknowledge that the Information or market data made available to it through the Services may be proprietary to third Parties and I/we agree that I/we will not upload, post, reproduce or distribute any Information; software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.

本人/吾等確認其通過電子服務取得的資訊或市場資料可能是第三方專有資訊或資料。本人/吾等同意，除非事先取得此等權利的擁有人的批准，本人/吾等不會上載、錄製、複製或分發受版權或其他知識產權（以及宣傳和私穩權）保護的任何資訊、軟件或其他材料。

## 12. Limitation of Liability and Indemnification 法律責任和彌償限制

12.1. You, your Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by me/us resulting from circumstances beyond your reasonable control including, without limitation:

對於本人/吾等在閣下不能合理地控制的情況下所招致的任何損失、費用、開支或責任，閣下、其相關代理人及資訊提供者概不負責。該等情況包括但不限於：

- delays, failure or inaccuracies in transaction of communication to or from you through telephone, electronic or other systems that are not under our control;  
在不受閣下控制之電話、電子或其他系統而延遲、未能或不準確地處理向閣下發出的或從閣下收到的通訊；

- delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by third parties;  
第三方所進行的研究和分析以及其已準備的市場資料及其他資訊有延誤、不準確或遺漏之處，或其未能進行該等研究院和分析，及未能準備該等市場資料及其他資訊；
- unauthorized access to communication systems, including unauthorized use of my/our access number(s), password(s) and/or account numbers; and  
未經授權人通訊系統，包括未經授權使用本人/吾等的存取號碼、密碼及 / 或賬戶號碼；及
- war or military government restriction, labor disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.  
戰爭或軍事行動、政府限制、勞資糾紛、任何市場或交易所關閉或其正常交易秩序中斷、惡劣天氣狀況以及天災。

12.2. I/We shall indemnify you, any other person appointed by you and their respective officers and employees against all claims, liabilities, damages, losses, costs and expenses of any kind which may be incurred by you and/or any of them and all actions or proceedings which may be brought by or against you and/or any of them in connection with the provision of the Services and/or as a result of any default by me/us in the performance of these terms and conditions unless due to your and/or their negligence or willful default, and this indemnity shall continue despite the termination of these terms and conditions.  
本人/吾等須就閣下、閣下委任的任何其他人士，及上述機構/人士的有關行政人員及僱員可能招致的一切申索、債務、損害賠償、損失、法律費用及任何性質開支對閣下及/或該等機構/人士作出彌償；並就閣下及/或該等機構/人士可能在與提供此服務有關連的情況下，及/或由於本人/吾等在履行此等條款與細則時有任何失責而可能提出的任何法律訴訟或程序，或可能遭受到的任何法律訴訟或程序作出彌償，但由於閣下、上述機構/人士的疏忽或故意失責而招致者除外。是項彌償將於此等條款與細則終止生效後繼續維持有效。

### 13. Termination of Services 終止電子服務

- 13.1. You reserve the right to terminate my/our access to the Services or any portion of them in your sole direction without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of my/our access number(s), password(s) and/or account number(s), breach of the Internet Securities Trading Agreement or the Cash Client's Agreement, discontinuance of your access to any information from any Information Provider or termination of one or more agreements between you and the Information Providers.  
閣下保留可基於任何原因全權酌情決定終止本人/吾等存取電子服務或其他任何部分的權利，而無須向本人/吾等發出通知及受到任何限制；該等原因包括但不限於未經授權使用本人/吾等的存取號碼、密碼及 / 或賬戶號碼、違反本互聯網證券交易協議或現金客戶協議、閣下未能繼續從任何資訊提供者取得任何資訊或閣下與資訊提供者所簽訂的一項或多項協議受到終止。
- 13.2. In the event of termination by you, the Information Providers and you shall have no liability to the Customer, provided, however, that if the termination is without cause you will refund the pro rata portion of any fee that may have been paid by me/us for the portion of the Services not furnished to me/us as of the date of such termination.  
倘閣下終止此服務，資訊提供者及閣下對本人/吾等將不會負上任何法律責任；但若閣下在沒有基於任何原因而終止電子服務，閣下將按比例向本人/吾等退回自作出該項終止日期起本人/吾等可能已就未向其提供的某部份此服務所付出的任何費用。

14. General 一般事項

14.1. In the event of any dispute between the parties, I/we agree that your records (including electronic records) shall prevail.

若雙方有任何異議，本人/吾等同意以閣下的紀錄（包括電子紀錄）為準。

14.2. The Services are only one of the order placing methods and I/we shall be bound by the Cash Client's Agreement between you and me/us for orders placing through the Services as if orders placing through ordinary methods. In addition, in case of discrepancies between the English and Chinese versions, the English version shall apply and prevail.

此服務只為其中一種指示買賣方法。本人/吾等以此種方法指示買賣將如同以常用方法指示買賣般受現金客戶協議書約束。再者 中英文本如有異議，應以英文本為準。

14.3. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR. The parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong SAR in relation to all matters arising from this Agreement.

本協議及根據本合約產生的所有權利、義務及責任均受香港特別行政區法律管轄，並按照香港法解釋，本合約各方同意，將所有因本合約而產生之事宜交託非專屬司法權之香港法院管轄。

本協議訂於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

This AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

由 [客戶名稱/姓名] 簽署

SIGNED by [Name of Client]

\_\_\_\_\_  
客戶簽署/授權簽名/公司印章  
Authorised Signature/Business Chop

見證人 in the presence of :

姓名 Name:

地址 Address :

職業 Occupation:

\_\_\_\_\_  
見證人簽名 Witness Signature

經由和豐證券有限公司確認及接受

Acknowledged and accepted by

Wo Fung Securities Co. Ltd.

\_\_\_\_\_  
授權簽名/公司印章 Authorized Signature/Business Chop

My/Our email address for notifying the User ID and the Password: \_\_\_\_\_

本人/吾等之電郵地址以供通知使用者名稱及密碼: \_\_\_\_\_

I/We accept and agree to pay AASTocks (Monthly fee HK\$ \_\_\_\_\_) through my/our Cash Client' s Account.

本人/吾等接受及同意支付阿斯達克財經網 (月費 HK\$ \_\_\_\_\_), 並於本人/吾等之現金賬戶扣除。

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

Client Name 客戶名稱：

A/C No. 戶口號碼：

Client' s Acknowledgment 客戶確認書

I/We hereby declare and acknowledge that the Risk Disclosure Statements as stated in the Internet Securities Trading Client' s Agreement have been fully explained to me/us by a Licensed Person of the Wo Fung Securities Company Limited. I/We confirm that the Risk Disclosure Statements are provided to me/us in a language chosen by me/us (English or Chinese) and I/we have invited to read the Risk Disclosure Statements, to ask question and take independent advices if I/we wish.

本人/吾等謹此聲明及確認，互聯網證券交易協議之風險披露聲明書，已由和豐證券有限公司之註冊人向本人/吾等全部解釋清楚，本人/吾等確認和豐證券有限公司已向本人/吾等選擇的語言（英文或中文）提供該份風險披露聲明書。本人/吾等已被獲邀閱讀該份風險披露聲明書，提出問題及徵求獨立的意見(如客戶有此意願)。

Client' s Signature(s) 客戶簽署：

\_\_\_\_\_  
Name 名稱 ( \_\_\_\_\_ )

\_\_\_\_\_  
Name 名稱 ( \_\_\_\_\_ )

Date signed 簽署日期：\_\_\_\_\_

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Declaration by Staff (For Internal Use Only) (Print in Block Letters)

職員聲明（內部專用）（請用正楷填寫）

I, \_\_\_\_\_, a licensed person with CE Number \_\_\_\_\_, confirm that I have provided the Risk Disclosure Statements set out in Internet Securities Trading Client' s Agreement in language of the Client' s choice (English or Chinese) and that I have invited the Client to read the Risk Disclosure Statements, ask question and take independent advice, if the Client wishes.

本人，\_\_\_\_\_，持牌人中央編號 \_\_\_\_\_，確認本人已按照客戶所選擇的語言（英文或中文）向客戶提供互聯網證券交易協議列明的風險披露聲明，及邀請客戶閱讀該風險披露聲明書，提出問題及徵求獨立的意見(如客戶有此意願)。

\_\_\_\_\_  
SIGNED BY 簽署

\_\_\_\_\_  
DATE 日期