

ELECTRONIC STOCK TRADING SERVICES AGREEMENT
電子證券交易服務協議書

To: **Sincere Securities Limited (“SSL”)**

訊匯證券有限公司 (“訊匯”)

9/F, Cosco Tower, 183 Queen's Road Central, Hong Kong

香港中環皇后大道中 183 號中遠大廈 9 樓

Account No: 賬戶號碼	Date: 日期
Account Name: 客戶姓名	
e-mail address of client: 客戶電郵地址:	

(registered with the Securities and Futures Commission (“SFC”) as a securities dealer with CE No. ABH659 (licensed under the Securities and Futures Ordinance for Type 1, Type 4 and Type 9 regulated activities (for Type 9 regulated activity, Sincere Securities Limited shall not provide a service of managing a portfolio of futures contracts for another person) under the Securities and Futures Ordinance) and an Exchange Participant of The Stock Exchange of Hong Kong Limited (the “Exchange”))

(為證券及期貨事務監察委員會(「證監會」)註冊的證券商《CE 編號: ABH659》(根據證券及期貨條例就第 1、4 及 9 類受規管活動(就第 9 類受規管活動,不得提供為他人管理期貨合約投資組合的服務)獲發牌)以及香港聯合交易所有限公司(「聯交所」)交易所參與者)。

I/We _____ request you to provide Electronic Stock Trading Service for me/us on the following terms and conditions: -

本人/吾等 茲要求閣下根據下列條款及條件為本人/吾等提供電子證券交易服務:

1. THIS Electronic Stock Trading Services Agreement is supplemental to the Cash Client Agreement/Margin Client Agreement entered into by SSL and me/us, to which this Electronic Stock Trading Service Agreement is annexed whereby SSL 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 connected to a telecommunication network (“Electronic Stock Trading Services”). Where any conflict arises between this Electronic Stock Trading Service Agreement and the Cash Client Agreement/Margin Client Agreement, the provision of the latter shall prevail.

本電子證券交易服務協議是附屬訊匯及本人/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。訊匯同意向本人/吾等提供電子證券交易服務(以下稱電子證券交易服務)以便本人/吾等可透過互聯網絡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。

2. You may provide me/us with Electronic Stock Trading Services, and I/We hereby request the provision of such services, upon the items and conditions as embodied in this Agreements, as modified, as amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by you.

閣下可根據本協議所載條款和條件為本人/吾等提供電子證券交易服務,且本人/吾等根據本協議所載條款和條件要求向本人/吾等提供上述服務,而上述條款和條件可由閣下不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展。

3. I/We may from time to time, instruct you, acting as my/our agent, to deposit, purchase and/or sell Securities for the Account(s) or otherwise deal with Securities, receivables or monies on behalf of me/us through the Electronic Stock Trading Services.

本人/吾等可以隨時指示閣下以本人/吾等之代理人的身份透過電子證券交易服務為賬戶(等)存入、購買及/或出售證券或以其他方式代表本人/吾等處理證券、應收款或款項。

4. I/We agree that I/We shall be the only authorized user of the Electronic Stock Trading Services under this Agreement. I/We shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to me/us by you.
本人/吾等同意，本人/吾等為本協議項下電子證券交易服務之唯一授權使用者，將會對閣下發給的交易密碼之保密、安全和使用自行承擔全部責任。
5. I/We acknowledge and agree that I/We shall be wholly and solely responsible for all instructions entered through the Electronic Stock Trading Services. I/We further acknowledge that the Electronic Stock Trading Services, and the software comprised in them, are proprietary to you. I/We undertake and warrant that I/We shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Stock Trading Services, and any of the software comprised in them. I/We agree that you shall be entitled to close any or all of the Account(s) immediately without notice to me/us, and 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 reasonably 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/吾等承認並同意對透過電子證券交易服務發出的所有買賣指示自行承擔全部責任，並進一步承認電子證券交易服務以及構成上述服務的軟件均為閣下專有。本人/吾等承諾和保證不會和不會嘗試以任何其他方式改變、修改、破解編程、以反向編程破解、破壞、毀壞或以其他方式更改電子證券交易服務以及構成上述服務的軟件的任何部分，亦不會嘗試在未獲授權的情況下使用上述任何部分服務。倘若本人/吾等在任何時間違反上述承諾和保證或閣下於任何時間合理懷疑本人/吾等已有上述違反時，本人/吾等同意閣下有權不經通知即時終止本人/吾等的任何和所有賬戶，本人/吾等亦承認閣下可對本人/吾等採取法律行動。本人/吾等承諾在知悉任何其他人士從事本段所載任何上述行動時，即時通知閣下。
6. You will not execute any trading orders of me/us until there are sufficient cleared funds, securities or other assets acceptable to you in my/our Account (s) to settle my/our transaction(s).
除非本人/吾等的賬戶(等)有足夠的已結算款項、證券或其他閣下所接受的資產以交收本人/吾等的交易，否則閣下不會執行本人/吾等的任何交易指示。
7. You will not be deemed to have received my/our instruction(s) or have executed my/our order(s) unless and until I/We is in receipt of your message acknowledging receipt or confirming execution of my/our orders, either electronically or by hard copy.
除非及直至本人/吾等已收到閣下以電子或書面形式發出的信息，表示收到或確認已執行本人/吾等的買賣指示，否則閣下不得被視為已收到或已執行本人/吾等的買賣指示。
8. I/We acknowledge and agree that, as a condition of using the Electronic Stock Trading Services to give instructions, I/We shall immediately notify you if:
本人/吾等承認並同意，作為使用電子證券交易服務發出買賣指示的一項條件，倘若發生下述事項，本人/吾等會即時通知閣下：

8.1 an instruction has been placed through the Electronic Stock Trading Services and I/We have not received an instruction number or have not received an accurate acknowledgment of the instruction or of its execution (whether by hard copy, electronic or verbal means);

本人/吾等已經透過電子證券交易服務發出買賣指示，但並無收到指示編號或買賣指示或執行的準確確認（不論是以書面、電子還是口頭方式作出）；

8.2 I/We have received acknowledgment (whether by hard copy, electronic or verbal means) of a transaction which I/We did not instruct or any similar conflict;

本人/吾等收到一項本人/吾等並無發出指示的交易確認（不論是以書面、電子還是口頭方式作出）或有類似衝突；

8.3 I/We become aware of any of the acts stated in clause 5 being done or attempted by any person;

本人/吾等獲悉任何人士正在進行或嘗試進行第 5 條所述的任何行動；

8.4 I/We become aware of any unauthorized use of my/our Access Codes; or

本人/吾等獲悉有未獲授權而使用本人/吾等交易密碼的情況；及

8.5 I/We have difficulties with regard to the use of the Electronic Stock Trading Services.

本人/吾等在使用電子證券交易服務時遇到的困難。

9. I/We agree to review every order before entering it as it may not be possible to cancel my/our instruction once given.

本人/吾等同意在輸入每個買賣指示之前會加以覆核，因為買賣指示一經作出，便可能無法取消。

10. I/We agree that you shall not be liable for any loss I/We or any other person may suffer as a result of using or attempting to use the Electronic Stock Trading Services. I/We further undertake to indemnify you, on a full indemnity basis, on demand, for any loss or damage you may suffer as a result of the use of the Electronic Stock Trading Services, except for damages caused by wilful default or gross negligence on the part of you.

本人/吾等同意閣下不會就本人/吾等或任何其他人士使用或嘗試使用電子證券交易服務可能遭受的任何損失承擔責任。本人/吾等進一步承諾，對因使用電子證券交易服務可能使閣下遭受的任何損失或損害，於閣下要求時如數作出賠償，但因閣下故意失責違約或重大疏忽引起的損害除外。

11. I/We shall be aware that trading on an electronic trading system may differ from trading on other electronic trading systems. If I/We undertake transactions on an electronic stock trading system, I/We will 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(s) are either not executed according to my/our instructions or is not executed at all.

本人/吾等獲悉經電子交易系統買賣，可能有別於其他電子交易系統之買賣。倘若本人/吾等承擔其於電子證券交易系統上所作出的交易，本人/吾等將會遭受系統上包括硬件及軟件之故障所涉及之風險，任何系統上之故障可能令本人/吾等發出的買賣指示全部或部分無法執行。

12. I/We acknowledge that Exchanges and certain associations may assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agree not to do any act which would constitute and infringement or encroachment of such rights or interests. I/We also understand that you do not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to me/us through the Electronic Stock Trading Services). You shall not be liable in any way for any loss arising from or caused by any (1) inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4) any unavailability or interruption of any such data, message or information whether due to any act of you; or (5) by any forces beyond the control of you.

本人/吾等承認，該(等)交易所和一些機構對其等提供給數據傳送各方之一切市場數據擁有所有權益和權利，並同意不會採取任何可能對上述權益和權益和權利構成侵權或侵犯的行動。本人/吾等亦理解閣下不會保證該等市場數據或任何市場資料(包括透過電子證券交易服務提供給本人/吾等的任何資料)的及時性、次序、準確性或完整性。閣下對下述事項所引起或造成之任何損失概不承擔任何責任；(1) 任何上述數據、資料或信息的不準確性、錯誤或遺漏；(2) 上述數據、資料或信息之傳送或交付延誤；(3) 通訊中斷或阻塞；(4) 不論是否由於閣下的行為所致之該等數據、資料或信息的無法提供或中斷；或 (5) 閣下無法控制的外力。

13. Declaration and Acknowledgement by Client (客戶聲明及確認)

- 13.1 I/We hereby confirm that the above terms and conditions were provided in a language of my/our choice; and I/we was/were invited to read the terms and conditions to ask questions and take independent advice if I/we wish.

本人/吾等確認已獲按照本人/吾等選擇的語言提供以上的風險披露聲明，及本人/吾等已獲邀閱讀該等風險披露聲明、提出問題及徵求獨立的意見（如本人/吾等有此意願）。

- 13.2 I/We hereby further confirm that I/we fully understand and agree to be bound by this agreement and I/we have been invited to ask questions and take independent advice if I/we wish.

本人/吾等進一步確認本人/吾等完全明白及願意接受本協議書的條文約束及本人/吾等已獲邀提出問題及徵求獨立意見（如本人/吾等有此意願）。

Date (日期): _____

Client Name (客戶姓名):

) _____
) _____
) Client Signature(客戶簽署)
) Authorized Signature(s) &/or Business Chop(授權簽署及商業印鑑)
(if applicable)

Witnessed by (在見證人見證下簽署):

Witness Name (見證人姓名):

Title(職位):

Witness Signature(見證人簽署)

ACKNOWLEDGED AND ACCEPTED)
by an authorized signatory)
for and on behalf of)
SINCERE SECURITIES LIMITED)
(由訊匯證券有限公司
之授權簽署人確認及接受代表簽署)

For and on behalf of
SINCERE SECURITIES LIMITED
訊匯證券有限公司

Authorized Signature (授權簽署)