

OSK Securities Hong Kong Limited **僑豐證券有限公司**

Exchange Participant of the Stock Exchange of Hong Kong Limited
香港聯合交易所有限公司之交易所參與者
and 及
Licensed Corporation with the Securities and Futures Commission
證券及期貨事務監察委員會之持牌法團
CE No.中央編號: ADU220

**Terms and Conditions of
Cash Trading Agreement
(Electronic Trading)**
現金交易條款及細則
(電子交易)

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Terms and Conditions of Electronic Cash Trading Agreement

電子現金交易之條款及細則

These terms and conditions set out the rights and obligations of you (the “Client”) and us, OSK Securities Hong Kong Limited (“OSKSHK”, the “Broker”), in connection with the operation of your electronic trading account(s) opened or to be opened with us for dealing in purchase and/or sale of Securities. All the terms and conditions below are legally binding, so please read them carefully or seek legal professional advice before you agree to be bound by them.

本條款及細則就閣下(「客戶」)使用於僑豐證券有限公司(「僑豐」,「經紀」)已開立或即將開立的交易賬戶,依據電子交易方式處理證券買賣,列出閣下和經紀各自的權利和義務。以下所有條款及細則均具有法律約束力,故此閣下在同意接受該等條款和細則約束前,請先仔細閱讀清楚及徵求獨立的法律專業意見。

1. Interpretation 釋義

1.1 In this Agreement, unless the context requires: 在本合約中,除非下文另有規定,否則:

“Access Code”	means the Login User Name and/or the PIN/Password;
「進入密碼」	指登入用戶名稱及/或 PIN/密碼;
“Account”	means any one or more electronic trading account(s) opened, maintained and operated by the Client with OSKSHK from time to time for use in connection with the purchases, sales, holdings or other dealing in Securities and other financial products effected through OSKSHK on behalf of the Client;
「賬戶」	指已在僑豐開立、維持及運作的一個或以上的電子交易賬戶,用以透過僑豐代表客戶進行證券及其他金融產品的買賣、持有或其他交易;
“Agreement”	means these terms and conditions, Risk Disclosure Statement, the circular to Client relating to Personal Data (Privacy) Ordinance, and Client Information Form which shall be read together as one agreement as original executed or thereafter may from time to time be amended or supplemented;
「本合約」	指本條款及細則、風險披露聲明書、個人資料(私隱)條例客戶通告及客戶資料表(上述文件應合併理解為原來簽訂的或其後不時修訂或補充的一份協議);
“Broker”	means OSK Securities Hong Kong Limited;
「經紀」	指僑豐證券有限公司;
“Broker’s Group Company”	means the ultimate holding company of the Broker and each and every subsidiary of such holding company;
「經紀之集團公司」	指經紀的最終控股公司及該控股公司的每間附屬公司;
“Client”	means any individual, firm or company under the Account whose particulars are set out in the Client Information Form;
「客戶」	指任何個人、公司或商行的賬戶,其資料詳載於客戶資料表;
“Client Information Form”	means the form to open an account duly completed and signed by the Client(s) as well as all those documents furnished by the Client(s) in support of the application for opening an account with the Broker;
「客戶資料表」	指客戶填寫及簽署的開立交易賬戶之表格,並包括客戶向經紀申請開立賬戶而提供的所有文件;
“Electronic Trading Service”	means any facility provided or to be provided by the Broker from time to time under this Agreement which enables the Client to give Instructions relating to any transaction, and send or receive other information services via electronic or telecommunications media (including through the use of mobile phones, touch tones, internet or other electronic or telecommunications devices as the Broker may from time to time prescribe), and including but not limited to services offered through iTrader;
「電子交易服務」	指經紀在本合約之下不時已提供或將提供的任何便利,使客戶能夠透過電子或電訊媒介(包括透過使用無線電話、輕觸鍵、互聯網或經紀可能不時指定的其他電子或電訊裝置),發出有關任何交易的指示並且發送或接收其他資訊服務,包括但不限於透過 iTrader 提供的服務;
“Exchange”	means The Stock Exchange of Hong Kong Limited or, where applicable, any other stock exchanges outside Hong Kong;
「交易所」	指香港聯合交易所有限公司,或如適用,香港境外的任何其他證券交易所;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
「香港」	指中華人民共和國香港特別行政區;
“Instructions”	include instructions given by the Client or which appear to the Broker to have been given by the Client(s) or on the Client’s/Clients’ behalf by using the Electronic Trading Service, which in any way relate to purchases, sales, holdings or other dealings in Securities and other financial products effected through OSKSHK on behalf of the Client(s), arising out of and/or are in connection with the Account, whether such instruction was in fact given by the Client(s) or by a person authorized to do so on the Client’s/Clients’ behalf and whether such instructions are given orally, in writing, by facsimile, telex and/or by electronic means;
「指示」	包括客戶使用電子交易服務發出的,或據經紀看來是由客戶或由他人代表客戶使用電子交易服務發出的,在任何方面有關僑豐代表客戶進行的證券及其他金融產品買賣、持有或其他交易的指示。該等指示因賬戶及/或與客戶有關而產生,不論是確實由客戶發出或由獲授權人士代表客戶發出,也不論是以口頭、書面、傳真、電傳及/或電子方式發出;
“iTrader”	means the facility provided by the Broker, and includes the website operated by OSK Holdings Hong Kong Limited and the software comprised in them;
「iTrader」	指經紀提供的便利,並包括僑豐金融集團(香港)有限公司操作的網站以及其中所包含的軟件;
“Licensed Corporation”	means OSKSHK, which is a licensed corporation (CE No.: ADU220) with the SFC under the Securities and Futures Ordinance to carry out regulated activities, including dealing in securities;
「持牌法團」	指僑豐證券有限公司,一家獲發牌公司(中央編號:ADU220),其已獲證券及期貨事務監察委員會根據《證券及期貨條例》發牌照進行受規管活動,包括證券交易;
“Login User Name”	means any number or characteristics representing the identity of the Client used in conjunction with the PIN/Password to gain access to the Electronic Trading Service;
「登入用戶名稱」	指表示客戶身份的任何數字或特徵,連同 PIN/密碼一起使用,以取得電子交易服務之使用;
“PIN/Password”	means the Client’s sole personal identification number or characteristics, used in conjunction with the Login User Name to gain access to the Electronic Trading Service;

「PIN／密碼」	指客戶獨有的個人識別號碼或特徵，連同登入用戶名稱一起使用，以取得電子交易服務之使用；
“Securities”	include the meaning in Schedule 1 of the Securities and Futures Ordinance, but to leave no room for doubt, shall also include warrants, B shares, unlisted securities (including mutual funds), securities to be listed on the Exchange and securities listed and/or traded on any Exchange;
「證券」	包括《證券及期貨條例》附表 1 之涵義，但為免產生疑問，亦包括認股權證、B 股、非上市證券(包括互惠基金)、將於交易所上市的證券及在任何交易所上市及/或買賣的證券；
“Securities and Futures Ordinance”	means the Securities and Futures Ordinance (Chapter 571) and any subsidiary legislation made thereunder of the laws of Hong Kong as the same may be from time to time amended or re-enacted;
「證券及期貨條例」	指不時修訂或重新制定立法的《證券及期貨條例》(香港法例第 571 章)及根據該等香港法例制定的任何附屬法例；
“Securities Business”	means the business of dealing in Securities;
「證券業務」	指證券交易之業務；
“SFC”	means the Securities and Futures Commission;
「證監會」	指證券及期貨監察委員會。

1.2 Words importing the singular shall include the plural and vice versa. 單數詞亦包括其眾數詞義，反之亦然。

Whereas 鑒於

- The Client is desirous of opening one or more electronic trading accounts with the Broker for the purpose of trading in Securities; and 客戶欲於經紀處開立一個或多個電子交易賬戶，用以進行證券買賣；及
- The Broker agrees that it will open and maintain such electronic trading account(s) and act as an agent for the Client in the purchase and sale of securities subject to the terms and conditions of this Agreement. 經紀同意開立及維持該(等)電子交易賬戶，並以客戶之代理人身份，根據本協議之條款，進行證券買賣。

NOW IT IS HEREBY AGREED as follows: 現雙方協議如下:

1. The Account 賬戶

- The Client confirms that the information provided in the account opening documents is complete and accurate. The Client will inform the Broker of any changes to that information. The Broker is authorized to conduct credit enquires on Client to verify the information provided. 客戶確認「開戶文件」所載資料均屬完整及正確。倘該等資料有任何變更，客戶將會通知經紀。客戶特此授權經紀對客戶的信用進行查詢，以核實上述表格所載資料。
- Whilst the Client expects the Broker to keep confidential all matters relating to their account, the Client hereby expressly agrees that the Broker may be required to disclose the Client’s details to the relevant exchanges, the SFC, government agencies, or to any persons pursuant to any court orders or statutory provisions. The Broker will comply with such requests without further notices to or consent from the Client. 雖然客戶預期經紀對有關其賬戶的所有事宜保密，但客戶特此明確同意經紀可能有需要根據任何法院命令或成文法規而向有關機構如交易所、證監會、政府當局或任何人，將客戶資料披露。經紀將毋須知會客戶或取得客戶的同意而遵守上述要求。

2. Laws and Rules 法例及規則

- All transactions with respect to securities made for and on the Client’s behalf in Hong Kong or elsewhere shall be subject to the constitution, by-laws, rules, rulings, regulations, transaction levies, customs and usage prevailing from time to time of the exchange or market and its clearing house, if any, where made (including, without limitation, with respect to trading and settlement) and to all laws, regulations and orders of any governmental or regulatory authorities that may be applicable from time to time. For the avoidance of doubt, transactions executed on the Client’s instructions on the floor of the Exchange or any stock exchange in another country shall be subject to a transaction levy and any other levies that the Exchange or the relevant overseas stock exchange from time to time may impose and the Broker is hereby authorized to collect any such levies in accordance with the rules prescribed by the Exchange or the relevant overseas stock exchange from time to time and the Rules of the Exchange and the Hong Kong Securities Clearing Company Limited and the rules of the relevant overseas stock exchange and clearing house (in the event that the transactions is executed on a stock exchange in another country), in particular those rules which relate to trading and settlement, shall be binding on the Client and the Broker in respect of transactions concluded on the Client’s instructions. 一切為或代表客戶在香港或其他地方進行之證券交易，須受有關交易所或市場及(如有)其結算公司當時適用之章程、附例、規則、判令、規例、交易徵費、常規及慣例約束(包括但不限於有關交易及結算之規則)，並須遵守政府或監管機構不時頒佈之所有適用法例、規則及法令之規定。為免引起疑問，依客戶指示在交易所或其他國家的證券交易所之交易大堂完成之交易須繳付交易徵費及由交易所或上述證券交易所不時徵收的任何其他費用。經紀謹此獲授權根據交易所或有關的海外證券交易所不時指定之規則收取該等徵費。有關依客戶指示達成之一切交易，交易所及香港結算有限公司及其他國家有關證券交易所及結算所(倘若該等交易為在其他國家的證券交易所進行)之規則(尤其有關交易及交收之規則)，對經紀及客戶均具約束力。
- If any provisions of this Agreement are or should become inconsistent with any present or future law, rule or regulation of Exchange and/or any Exchange or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. 若任何在本合約列出之條文是或者變成與任何現行或將來之法律、交易所及/或任何交易所或任何其他對本合約的內容有司法管轄權的有關主管機構或團體之規則或規例有任何不符，該條文應被視作已撤銷或按任何該等法例、規則或規例而被修改。在所有其它方面，本合約仍繼續及維持十足效力及作用。

3. Transactions 交易

- The Broker will act as the Client’s agent in effecting transactions unless the Broker indicates (in the contract note for the relevant transaction or otherwise) that it is acting as principal. 除非經紀在有關交易的成交單據或其他合約單據內註明以自己本身名義進行交易，否則經紀將以客戶代理人身份進行交易。
- The Client undertakes to inform the Broker when a sell order is in respect of securities which the Client does not own i.e. a short sale. The Client acknowledges that the Broker may be prohibited by applicable laws or regulations from executing such orders on its behalf. 客戶承諾當一個沽盤是有關客戶不擁有的證券時，即賣空，客戶會通知經紀。客戶知悉經紀受適用法律及規例下，可能被禁止代客戶執行該指示。
- Unless otherwise agreed, in respect of each transaction, unless the Broker is already holding cash or securities on the Client’s behalf to settle the transaction, the Client shall 除另有協定外，就每一宗交易，除非經紀代客戶已經持有現金或證券供交易交收之用，否則客戶須在經紀就該項交易通知客戶之時
 - pay the Broker cleared funds or deliver to it securities in deliverable form; or 向經紀交付可即時動用的資金或可以交付的證券，或

- otherwise ensure that the Broker has received such funds or securities
以其他方式確保經紀已收到此等資金或證券

by such time as the Broker has notified the Client in relation to that transaction. If the Client fails to do so, the Broker may
倘客戶未能這樣做，經紀可以

- in the case of a purchase transaction, sell the purchased securities and 出售買入的證券(如屬買入交易) 及
- in the case of a sale transaction, borrow and/or purchase securities in order to settle the transaction. 借入及/或買入證券以進行交易的
的交收(如屬賣出交易)。

- 3.4 The Client shall be responsible to the Broker for any losses and expenses resulting from settlement failures. 客戶須負擔經紀因客戶未能進行交收而引起的任何損失及開支。
The Client agrees to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as the Broker has notified the Client from time to time. The Broker may vary the interest rate from time to time without further notice to or consent from the Client. 客戶同意就所有逾期未付款項(包括對客戶裁定的欠付債務所引起的利息)，按經紀不時通知客戶的利率及其他條款支付利息。經紀可以不時更改利率而毋須知會客戶或取得客戶的同意。
- 3.5 The Client acknowledges that the Broker does not guarantee the delivery by the selling broker of any securities purchased on the Client's Instructions. In the event of a purchase transaction, if the selling broker fails to deliver on the settlement date and the Broker has to purchase the relevant securities to settle the transaction, the Client shall only be responsible for paying the originally contracted purchase prices of the relevant securities and the Broker will be responsible for any additional price and all incidental expenses in connection with the subsequent purchase. 客戶知悉經紀未能確保賣方經紀可就客戶買入證券指示交付證券。就買入交易而言，倘賣方經紀未能於交收日內交付證券，致使經紀須買入有關證券以完成交易的交收，客戶只須為買入該等證券原本的費用向經紀負責，經紀須負擔隨後買入該等證券的額外價格及所有附帶的支出。

4. Instructions 指示

- 4.1 The Client may only access the Account and give Instruction to the Broker via the Electronic Trading Service. The Client acknowledges and agrees that the Client shall be the only authorized user of the Electronic Trading Service under the Account. The use of the Electronic Trading Service shall be subject to the terms of this Agreement and other terms and conditions as may be prescribed by the Broker from time to time. 客戶僅可透過電子交易服務來存取賬戶及向經紀發出指示。客戶知悉及同意，客戶是在賬戶之下唯一獲授權使用電子交易服務的用戶。對電子交易服務之使用，須受本合約的條款以及經紀可能不時指定的其他條款及細則所制約。
- 4.2 The Broker shall have the absolute discretion to accept or reject any Instructions without assigning any reasons therefore. In particular, but without limitation to the foregoing, the Broker shall have the right not to execute any Instruction until there is a sufficient cleared fund or sufficient securities in the Account. 經紀有絕對酌情權決定是否接受任何指示，無須為此給予任何理由。尤其是，但不限制上述規定，經紀有權不執行任何指示，直至賬戶之內有足夠的可即時動用的資金或有足夠的證券為止。
- 4.3 The Client hereby consents to using the various media offered via the Electronic Trading Service for communication or transmission of data or information. In particular, the Client hereby consents to the use of electronic media for the purpose of giving Instructions to and other communications with the Broker and authorizes the Broker to accept electronic Instruction and other communication from the Client as the original Instruction or communication from the Client. 客戶特此同意把透過電子交易服務提供的各個媒介用於數據或資訊的通訊或傳輸。尤其是，客戶特此同意使用電子媒介作為向經紀發出指示或與經紀進行其他通訊之用，並授權經紀將客戶發出的電子指示及其他通訊，作為原來由客戶發出的指示或通訊予以接受。
- 4.4 The Client acknowledges and agrees that it shall not usually be possible to cancel an Instruction after it has been given. 客戶知悉及同意，一旦指示已經發出，一般而言是不可能取消的。
- 4.5 If the Client experiences any problems in reaching the Broker through any particular method, the Client should attempt to use alternate methods to communicate with the Broker and shall inform the Broker of such problems. However, the Client must note that if the Client has given the same Instruction through more than one method, the Broker will treat the duplicate Instruction as a separate Instruction unless the Broker is actually informed by the Client that the Instruction was a duplicate before the Instruction is executed. 如果客戶在透過任何特定方法與經紀聯絡時出現任何問題，客戶應嘗試使用其他方法與經紀聯絡，並應把該等問題通知經紀。然而，客戶必須注意，倘若客戶已透過一個以上方法發出相同指示，則除非客戶在該指示被執行之前實際上已知會經紀該指示是重複的指示，否則經紀將把重複的指示作為獨立的指示處理。
- 4.6 The Client hereby authorizes the Broker to act upon any Instructions given with the use of the Access Codes. All Instructions given or purported to be given through the use of the Access Codes are binding on the Client. 客戶特此授權經紀按照使用進入密碼發出的任何指示行事。透過使用進入密碼發出的或看來是使用進入密碼發出的所有指示均對客戶具有約束力。
- 4.7 The Client shall be, and shall procure its directors, officers, employees and agents to be, responsible for the confidentiality, security and use of the Access Codes and undertakes: 客戶應對(並應促使其董事、高級職員、僱員及代理人對)客戶的進入密碼的保密性、安全性和使用負責，並承諾：
- not to disclose the Access Codes to any third party; and 不向任何第三方披露進入密碼；及
 - not to write down or record the Access Codes in a way that could facilitate misuse or fraud. 不以會促使不當使用或詐騙的方式寫下或記錄進入密碼。

The Client understands that the Client shall be solely responsible for all Instructions entered via the Electronic Trading Service using the Access Codes (whether authorized by the Client or not and regardless of any other mandate instructions the Client may provide the Broker). Instructions provided by the Client electronically or through any other telecommunications media shall be treated as if they have been made in writing and signed by the Client. The Client shall be liable to the Broker for all losses and damages incurred or suffered by the Broker in connection with or resulting from any breach of the provisions in this Clause 4.7. 客戶明白，客戶須自行對使用進入密碼透過電子交易服務而輸入的一切指示負責(不論是否經客戶授權輸入，亦不論客戶可能向經紀提供任何其他委託指示)。客戶透過電子媒介或任何其他電訊媒介作出的指示應視作經由客戶以書面作出及簽署的指示。經紀如就本第 4.7 條的規定被違反或因該等違反而招致或蒙受損失和損害，客戶須就一切該等損失和損害向經紀負責。

- 4.8 The Client undertakes to contact the Broker of any loss, unauthorized disclosure or misuse of the Access Codes within 24 hours from the time the Client becomes aware of such matter. Unless and until the Broker actually receives such notification, the Client shall have no claim whatsoever against the Broker and shall be liable to the Broker for all losses and damages incurred or suffered by the Broker in respect of any use of the Client's Access Codes, whether authorized by the Client or not. 客戶承諾，如遺失進入密碼或進入密碼未經授權而被披露，或被不當使用，客戶應在得悉事件之時起計 24 小時內聯絡經紀。除非經紀已確實收到該項通知，否則在此之前，客戶無權向經紀提出任何申索。如任何人士(不論是否由客戶授權)使用客戶的進入密碼，致使經紀招致或蒙受損失和損害，客戶須就一切該等損失和損害向經紀負責。
- 4.9 The Broker shall not be deemed to have received the Client's Instructions or executed the Client's orders unless and until the Client is in receipt of the Broker's acknowledgement or confirmation relating to the execution of orders either in writing or by phone or by

e-mail or other electronic or other means as prescribed by the Broker from time to time (including, without limitation, posting on a section or sections of the website(s) specifically designated for access by the Client). The Client further acknowledges and agrees that, as a condition of using the Electronic Trading Service to give Instructions, the Client shall immediately notify the Broker in writing if: 除非客戶收到經紀的通知，承認或確認已執行客戶以書面方式或透過電話或電郵或經紀不時訂明的其他電子方式或其他方式發出的指令（包括但不限於在網站上特別指定供客戶進入的欄目上刊登），否則，在此之前，經紀不應被視為已收到該等指示或已執行該等指令。客戶進一步承認並同意，作為使用電子交易服務發出指示的條件，如果有下列情況，客戶應立即書面通知經紀：

- an Instruction has been placed via the use of the Electronic Trading Service and the Client has not received an order number; 指示已透過使用電子交易服務發出，但客戶並未收到指令號碼；
- an Instruction has been placed via the use of the Electronic Trading Service and the Client has not received an acknowledgement or an accurate acknowledgment (whether through hard copy, electronic, or verbal means) of the Instruction or of the execution; or 指示已透過使用電子交易服務發出，但客戶並未接獲通知承認已收到指示或執行指示，或指示獲認收，但其中的內容並不準確（不論該等認收通知的形式是書面、電子或口頭的）；或
- the Client has received acknowledgment (whether through hard copy, electronic, or verbal means) of an execution for an Instruction which the Client did not place. 客戶收到已執行指示的確認通知（不論其形式是書面、電子或口頭的），而客戶並無發出該指示。

If the Client fails to notify the Broker in writing of the occurrence of any of the above events within 24 hours, the Client shall be deemed to have accepted the outcome. Neither the Broker nor any of its officers, employees and agents shall have any responsibility or liability to Client or to any other person whose claim may arise through the Client for any claims with respect to the handling, mishandling or loss of any Instruction. 如果客戶沒有在上述任何事件發生後 24 小時內立即書面通知經紀，則客戶應被視為已接納其結果，而經紀或其任何高級職員、僱員、代理人均無須就有關處理、不當處理或遺失任何指示的任何申索對客戶或可能透過客戶提出申索的任何其他人士負責。

4.10 The Client further agrees that the Broker shall not be liable for: 客戶進一步同意，經紀無須對下列各項負責：

- any consequential, incidental, special, or indirect damage (including lost profits, trading losses and damages) that result from inconvenience, delay or loss through the use of the Electronic Trading Service; and 由於電子交易服務的不方便、延誤或透過使用電子交易服務引起的損失而導致的任何相應損害、附帶損害、特殊損害或間接損害（包括利潤損失、交易損失和損害賠償）；及
- any losses resulting from a cause over which the Broker does not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems (e.g. if the Client is unable to access the online service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems. 由於經紀不能直接控制的原因導致的任何損失，該等原因包括（但不限於）電子或機械設備故障，或通訊線路、電話或其他接駁問題（例如，客戶無法使用網絡服務供應商的服務）、擅自存取、盜竊、操作員的錯誤、惡劣天氣、地震、水災，以及罷工或其他勞資問題。

4.11 The Broker may (but shall not be obliged to) monitor electronically or record any or all telephone conversations with the Client and/or any of the Client's Instructions or orders given through the use of the Electronic Trading Service. The Client agrees to accept the contents of any such electronic records or recordings as final and conclusive evidence of the contents are binding on the Client. The Client agrees that such records shall be admissible in court as evidence of the existence of the transactions and communications and of the facts contained therein, to the extent permitted by applicable law. 經紀可以（但並非必須）對其與客戶進行的任何或一切電話通話及／或客戶透過使用電子交易服務發出的任何指示或指令進行電子監察或記錄。客戶同意接受任何該等電子紀錄的內容作為該等內容的最終和決定性的證據，而且該等內容對客戶有約束力。客戶同意，在適用法律允許的範圍內，該等內容可在法庭上被接納為證據，證明交易及通訊以及其中所載事實的存在。

4.12 The Client accepts that the Broker may (but shall not be obliged to) send trade confirmations (either in the form of contract note or otherwise), notices, information, data or other documents to the Client via such electronic media as the Broker may prescribe or may provide such information to the Client through the electronic posting of such information, and the Client consents to receiving such information in electronic form. The Client shall print out such information forthwith without delay to maintain the Client's own records if necessary. 客戶接受，經紀可以（但並非必須）透過其指定的電子媒介向客戶發出交易確認書（可以是成交單據或其他形式）、通知、資料、數據或其他文件，或透過將該等資料以電子形式張貼而提供該等資料，而客戶同意以電子方式收取該等資料。如有需要，客戶應立即印出該等資料，以便自行保存紀錄。

4.13 The Client acknowledges and agrees that iTrader and the software comprised therein are proprietary to the Broker, OSK Holdings Hong Kong Limited and/or third party service providers. The Client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to any part of iTrader or any of the software comprised therein, and shall inform the Broker if the Client is aware that any person does so or attempts to do so. 客戶承認並同意，iTrader 及其中的軟件均屬經紀、僑豐金融集團(香港)有限公司和／或第三方服務提供者所有。客戶保證並承諾，客戶不得（亦不得試圖）干擾、修改、反匯編、以反向工程的方式或任何其他方式更改 iTrader 或其中任何軟件的任何部份，亦不得試圖擅自使用 iTrader 或其中任何軟件的任何部份。如果客戶察覺有任何人這樣做或試圖這樣做，應通知經紀。

4.14 iTrader may provide, for information purpose only, data or information about securities and other investments published or disseminated by third parties. The Client understands that the third parties may assert a proprietary interest in all of the data they furnish. The Client acknowledges that neither the Broker nor any third parties guarantee the timeliness, sequence, accuracy or completeness of such data or information. The Client further acknowledges that owing to market volatility and possible delay in the data-transmission process, data available through iTrader may not be real-time market quotes for the relevant securities and investment. The Client agrees to hold harmless the Broker and such third parties, for: iTrader 可能提供由第三方公佈或發佈的關於證券及其他投資的數據或資料，以供參考之用。客戶理解，該等第三方可以就其提供的一切數據宣稱擁有所有權權益。客戶承認，經紀或任何第三方均不就該等數據或資料的時間性、先後次序、準確性或完整性作出擔保。客戶亦承認，由於市場的波動性及數據傳送過程可能有所延誤，透過 iTrader 獲得的數據未必是有關證券和投資的即時市場報價。客戶同意使經紀及上述第三方免受因下列各項造成的損害：

- any inaccuracy, error, or delay in, or distortion or omission of (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message; or 以下各項的任何不準確、錯誤或延誤或失真或遺漏：(i) 任何該等數據、資料或訊息或 (ii) 任何該等數據、資料或訊息的傳送或交付；或
- any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, distortion or omission, (ii) non-performance, or (iii) interruption of any such data, information, or message. 因以下各項引起或造成的任何損失或損害：(i) 任何上述不準確、錯誤、延誤、失真或遺漏，(ii) 不履行責任，或 (iii) 任何該等數據、資料或訊息受干擾。

4.15 Without any prejudice to any other provisions of this Agreement, the Client agrees that certain information accessible on iTrader is provided or compiled by the Stock Exchange or Stock Exchange Information Services Ltd. or other information providers pursuant to agreements between the Broker and such information providers. The information providers may issue direction to the Broker from time to time and the Client shall provide such assistance as the Broker may reasonably require to enable it to comply with such

direction. The Client also agrees that, without the prior approval of the information providers, the Client shall not, with respect to any information provided by such information providers: 在不損害本合約任何其他條文下，客戶同意，可以在 iTrader 存取的某些資料是由聯交所或香港聯合交易所資訊服務有限公司或其他資料提供者根據經紀與該等資料提供者訂立的協議而提供或編纂的。資料提供者可能不時向經紀發出指引，而且客戶應提供經紀合理要求的協助，使經紀能夠遵守該指引。客戶亦同意，未經資料提供者事先批准，客戶不得對由該等資料提供者提供的任何資料進行以下各項：

- disseminate any such information to any other third party; 向任何其他第三方散佈任何該等資料；
- use or permit the use of any such information for any illegal purpose; 使用或准許使用任何該等資料作任何非法用途；
- use any such information other than in the ordinary course of the Client's business (which shall not include dissemination of any such information to third parties); and 除在客戶的日常業務運作中使用（不應包括向第三方散佈任何該等資料）外，不使用任何該等資料；及
- use any such information to establish, maintain or provide or to assist in establishing, maintaining or providing any trading floor or dealing service for transactions outside the Stock Exchange. 使用任何該等資料以建立、維持或提供或協助建立、維持或提供聯交所以外的任何交易大堂或交易服務。

The Client shall comply with such reasonable directions issued by the information providers from time to time concerning the permitted use of information provided by such information providers. 客戶應遵守資料提供者不時發出的關於准許使用由該等資料提供者提供的資料的合理指引。

- 4.16 The Client agrees that the Broker may provide to the information providers: 客戶同意，經紀可向資料提供者提供以下各項：
- information regarding the media by which the Client receives information, the number of persons or devices (and its type) permitted by the Client to access information within and outside Hong Kong; and 關於客戶接收資料所使用的媒介的資料、客戶准許在香港境內外存取資料的人數或裝置（及其類別）；
 - the Client's name and address in the event that the Broker or the information providers suspect that the Client has breached the provisions of this Agreement. 在經紀或資料提供者懷疑客戶已違反本合約的條文時，提供客戶的姓名及地址。
- 4.17 The Client further agrees to permit the information providers and the Broker to inspect the Client's premises and records in order to ascertain whether the license fees in the Client's respect are properly accounted for, or whether the Client has been using information contrary to the provisions of this Agreement. 客戶進一步同意准許資料提供者及經紀視察客戶的處所及查核客戶的記錄，以確定有關客戶的許可費是否已適當地予以支付，或客戶是否違反本合約的規定使用資料。
- 4.18 The Client shall not be entitled to use the Electronic Trading Service if there exists any restriction whatsoever on the Client's account imposed either by the Broker or by any relevant authorities, including without limitation any initial margin requirements restriction. 若果存在由經紀或任何有關當局對客戶賬戶施加的任何限制，包括但不限於任何最初保證金要求的限制，則客戶無權使用電子交易服務。
- 4.19 The Client agrees that the Client shall be liable for all losses, debts and deficiencies in the Account including all debts and deficiencies resulting directly or indirectly from liquidation of assets held in the Account. 客戶同意對賬戶內的所有損失、債務及短缺數額負責，包括因為賬戶所持資產被清算而直接或間接導致的所有債務及短缺數額。

5. Restriction on Use of Information 對使用資料的限制

- 5.1 The distribution of materials via the Electronic Trading Service and/or iTrader may be restricted by law in certain jurisdictions. It is the Client's responsibility to find out what those restrictions are and observe them. 某些司法管轄區的法律可能對透過電子交易服務及／或 iTrader 分發資料加以限制。客戶須自行負責找出並遵守該等限制。
- 5.2 Any information and material made available to the Client via the Electronic Trading Service and/or iTrader shall not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments securities or any other instrument or product of the Broker or any other issuer. 透過電子交易服務及／或 iTrader 向客戶提供的任何資料和資訊，不應被視作要約、游說、邀請、建議或推薦購買或出售經紀或任何其他發行商的投資項目、證券或任何其他金融工具或產品。
- 5.3 Use of the products or services described via the Electronic Trading Service and/or iTrader may not be permitted in some countries and if in doubt, the Client should check with the Client's local legal advisor, regulator or authority before requesting information. The Broker does not possess any licensing or regulatory status in any jurisdiction other than Hong Kong and the Broker will not offer any of its products or services described herein to persons or entities resident in countries where licensing or registration under their local law is required for its provision of such products or services. 電子交易服務及／或 iTrader 所述的產品或服務可能不獲准在一些國家使用。客戶如有疑問，應在要求獲得資料前向客戶的當地法律顧問、監管機構或主管機構查詢。經紀並不擁有在香港以外任何司法管轄區的任何執照或註冊登記地位。如果經紀欲向任何人士或實體提供銷售本合約所述的產品或服務，而根據該等人士或實體的居住國法律規定，經紀提供該等產品或服務須持有執照或註冊登記，則經紀將不向該等人士或實體提供銷售該等產品或服務。

6. Intellectual Property 知識產權

- 6.1 The copyright of all contents published via the Electronic Trading Service and/or on iTrader including, but not limited to the text, graphics, links and sounds belong to the Broker, members of the Broker's Group Company or third parties and may not be copied, downloaded, distributed or published in any way without the Broker's prior written consent. 透過電子交易服務及／或在 iTrader 公佈的全部內容（包括但不限於文字、圖形、連結和聲音）的版權均屬於經紀、經紀的集團公司或第三方所有，未經經紀事先書面同意，不得以任何方式複製、下載、分發或出版。
- 6.2 In relation to any information or materials which the Client submits to the Broker using the Electronic Trading Service, the Client grants to the Broker a worldwide royalty-free perpetual license of the copyright and intellectual property rights in such information or materials for any purpose including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by applicable law. The Client agrees that the Broker shall not be under any obligation of confidentiality to the Client regarding any such information or materials submitted to it using the Electronic Trading Service unless agreed otherwise in a separate direct contract between the Client and the Broker or as required by law. 對於客戶使用電子交易服務提交予經紀的任何資料或資訊，客戶向經紀授予就任何用途（包括但不限於複製、傳送、分發和出版該等資料或資訊）在全球使用該等資料或資訊的版權和知識產權權利的永久性特許，無須支付使用費，但如果適用法律有所限制則除外。客戶同意，經紀概不就使用電子交易服務向經紀提交的任何該等資料或資訊對客戶承擔任何保密責任，但如果客戶與經紀另行直接訂立的合約另外協定或法律規定的則除外。

7. Set off, Lien and Combination of Accounts 抵銷、留置及賬戶合併

- 7.1 In addition and without prejudice to any general liens, rights of setoff or other similar rights to which the Broker may be entitled under laws or this Agreement, all securities, receivables, monies and any other property of Client (held by Client either individually or jointly with others) held by or in the possession of the Broker at any time shall be subject to a general lien in favour of the Broker as continuing security to offset and discharge all of the Client's obligations arising from the transactions to the Broker and any companies or body corporate which are the Broker's direct or indirect holding companies, subsidiaries or affiliated companies in Hong

Kong or elsewhere (the “Broker’s Group Company”). 除了凡是經紀依據法律或本協議享有的一般留置權、抵銷權或其他類似權利，且在不影響前述一般留置權、抵銷權或其他類似權利的前提下，凡經紀在任何時候持有的或在經紀手中的(由客戶獨自擁有或與他人共同擁有的)客戶的任何證券、應收款、資金及其他財產，均已以持續擔保方式在其上設定了有利於本公司之一般留置權，以抵銷及履行因交易而產生的客戶對經紀及有關其位於香港或其他地方的直接或間接控股公司、附屬公司或關聯公司(「集團公司」)的義務。

- 7.2 In addition and without prejudice to any general liens or other similar rights which the Broker may be entitled under law or this Agreement, the Broker for itself and as agent for any of its Group Company, at any time without notice to Client, may combine or consolidate any or all accounts and either individually or jointly with others, with the Broker or any of its Group Company and the Broker may set off or transfer any monies, securities or other property in any such accounts to satisfy obligations or liabilities of Client to the Broker or any of its Group Company, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several. 除了凡是經紀依據法律或本協議享有的一般留置權或其他類似權利，且在不影響前述一般留置權或其他類似權利的前提下，經紀爲了其自己(並以代理人身份爲其集團公司)，在任何時候均可在不通知客戶的情形下，將客戶在經紀或其集團公司處開設之任何或所有賬戶(不論是個人的還是與其他人聯名的)進行合併或整合，經紀可以進行抵銷或轉移任何前述賬戶項下任何資金、證券或其他財產，以履行客戶對經紀或其集團公司的義務或債務，不論這些義務和債務是實有還是或有的，不論是主義務、主債務還是從義務、從債務，不論是抵押的還是無抵押的，不論是共同的還是各別的。
- 7.3 Without limiting or modifying the general provisions of this Agreement but subject to applicable laws and regulations, the Broker may, without notice, transfer all or any such properties interchangeably between the accounts of the Broker and its Group Company. 在受適用法律、規例及不限制也不修改本協議一般性條文前提下，凡屬任何賬戶和其集團公司任何其他賬戶之間可以互換的任何或所有證券或財產，經紀可不發出通知就予以轉移。

8. Commission and Expenses 佣金與支出

- 8.1 The Client shall on demand pay the Broker commission on purchase, sale and other transactions for the Account at such rates as the Broker may, from time to time, have notified the Client. The Broker shall be entitled to debit the Account with all commission payable pursuant to this clause together with all stamp duties, charges, transfer fees, registration fees, interest, levies, trading fee and other expenses in respect of or in connection with the Account or any Securities held in or for the Account. 客戶同意在要求下即時交付予經紀爲賬戶進行買入、賣出及其他交易而徵收之佣金，該佣金按經紀不時通知客戶的收費率計算。經紀有權從賬戶中提取款項以支付根據本條款應付的所有佣金及支付與賬戶或與賬戶所持之任何證券有關的一切印花稅、收費、過戶費、登記費、利息、徵費及其他支出。
- 8.2 The Client acknowledges and agrees that the Broker shall, at its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for the Client pursuant to the terms and subject to the conditions of this Agreement, including any commission, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their clients. 客戶知悉及同意經紀可以行使其絕對酌情權，有權索取、接受及保留任何爲客戶按照本合約條款並受其條件約束而與任何人士完成之任何交易有關之利益，包括爲此等交易而收取的任何佣金、回佣或類似的款項，以及其他經紀或其他代理人向其客戶收取的標準佣金內回扣的金錢。

9. Safekeeping of Securities 證券的保管

- 9.1 Any securities which are held by the Broker for safekeeping may, as soon as reasonably practicable: 由經紀寄存爲保管的任何證券，在合理地切實可行的範圍內盡速：
- (in the case of registrable securities) be registered in the Client’s name or in the name of the Broker’s associated entity (as defined in the Securities and Futures Ordinance); or (如屬可註冊證券)以客戶的名義或以經紀的聯繫實體名義註冊(定義已在《證券及期貨條例》的釋義條文內界定)；或
 - be deposited in Hong Kong into a segregated account, designated as a trust/client account and established and maintained by the Broker or its associated entity (as defined in the Securities and Futures Ordinance) in Hong Kong for the purpose of holding client securities with any authorized financial institution, or any approved custodian by SFC, or any intermediaries licensed for dealing in securities. 存放於經紀或其聯繫實體(定義已在《證券及期貨條例》的釋義條文內界定)在香港開立及維持指定爲信託賬戶或客戶賬戶的獨立賬戶，該機構應爲證監會認可財務機構或核准保管人或獲發牌進行證券交易的中介人。
- 9.2 Where securities are not registered in Client’s name, any dividends or other benefits arising in respect of such securities shall, when received by the Broker, be credited to Client’s Account or paid to the Client, as agreed with the Broker, where the securities form part of a larger holding of identical securities held for the Broker’s clients, Client shall be entitled to the same share of the benefits arising from the holdings of the total holding. All amounts as deemed payable by the Broker arising from such division shall be conclusive. 倘若證券非以客戶的名義註冊，經紀於收到該等證券所獲派的任何股息或其他利益時，須按客戶與經紀的協議記入客戶的賬戶或支付予或轉予客戶。倘若該等證券屬於經紀代客戶持有較大數量的同一證券的一部份，客戶有權按客戶所佔的比例獲得該等證券的利益。因上述分配而被視爲經紀須付的一切款項是最終的款項。
- 9.3 The Client authorizes the Broker to dispose of the securities held under the Account in settlement of any liability owed by or on behalf of the Client to the Broker, its nominee or any third party. 客戶授權經紀處理其賬戶內之證券，以履行由客戶或代客戶對經紀、其代名人或其他第三者負有的任何責任。

10. Cash held for the Client 代客戶保管的現金

- 10.1 Any cash held for Client, other than cash received by the Broker in respect of transactions and which is on-paid for settlement purposes or to Client, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. 代客戶保管的現金須依照適用法律不時的規定，存放於一家持牌銀行所開立的一個客戶信託賬戶內(此等現金不包括經紀就交易取得，而且須爲交收而轉付或轉付予客戶的現金)。
- 10.2 The Client hereby agrees that the Broker shall be entitled to receive for its own benefit all sums derived by way of interest on all amounts held in the Account for and/or on account of the Client. 客戶茲同意經紀有權爲本身利益收取在賬戶中所有爲及/或代客戶持有的款項所產生的全部利息款額。

11. Client Identity Rules 客戶身份規則

- 11.1 If the Client effects transactions for account of its clients, whether on a discretionary or nondiscretionary basis, and whether as agent or by entering into matching transactions as principal with their clients, Client hereby agrees that, in relation to a transaction where the Broker has received an enquiry from the Exchange and/or the SFC (the “Hong Kong Regulators”), the following provision shall apply: 若客戶是爲其客戶進行交易，不論是否受客戶全權委託、以代理人身份抑或以當事人身份與其客戶進行對盤交易，客戶同意就經紀接獲交易所及/或證券及期貨事務監察委員會(「香港監管機構」)查詢的交易而言，須遵守下列規定：

- i) Subject to as provided below, Client will immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the relevant Hong Kong Regulators of the identity, address, occupation

and contact details of the client for whose account the transaction was effected (or, in the case of a back to back principal transaction the counterparty with whom Client(s) is/are transacting) and (so far as known to Client) of the person with the ultimate beneficial interest in the transaction. Client shall also inform the Hong Kong Regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction. 在符合下列規定的情況下，客戶須按經紀要求(此要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關所進行交易之賬戶所屬客戶(或，如該交易乃背對背交易，則客戶的交易對手)及(據客戶所知)該宗交易的最終受益人的身份、地址、職業及聯絡資料。客戶亦須知會香港監管機構任何發起有關交易的第三者(如與客戶/最終受益人不同者)的身份、地址、職業及聯絡資料。

- ii) If Client effected the transaction for a collective investment scheme, discretionary account or discretionary trust, Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Hong Kong Regulators), inform the Hong Kong Regulators of the identity, address and contact details of the person who, on behalf of the scheme, account or trust, instructed Client to effect the transaction. In addition, the Client shall immediately inform the Broker when his discretion in respect of any transaction effected for such scheme, fund, account or trust has been overridden and, upon request by the Broker, immediately inform the Hong Kong Regulators of the identity, address, occupation and contact details of the person(s) who gave the overriding instructions. 若客戶是為集體投資計劃、全權委託賬戶或全權信託進行交易，客戶須按經紀要求(該要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該計劃、賬戶或信託的身份、地址及聯絡資料及(如適用)有關該名代表該計劃、賬戶或信託向客戶發出交易指示的人士的身份、地址、職業及聯絡資料。同時，客戶在其全權委託計劃、賬戶或信託進行投資的權力已予撤銷時，須儘快通知經紀。在客戶全權委託權力已予撤銷的情況下，客戶須按經紀要求，立即知會香港監管機構有關該名/或多名曾向客戶發出撤銷指示的人士的身份、地址、職業及聯絡資料。
- iii) Without prejudice to the above, if the Client is aware that his client is acting as intermediary for the underlying clients (“Ultimate Client”), and the Client does not know the identity, address, occupation and contact details of the Ultimate Client, the Client confirms that: (i) he has arrangements in place with his client which entitle the Client to obtain such information from his client immediately upon request; and (ii) he will, on request from the Broker, promptly request such information from the client on whose instructions the transaction was effected, and provide the information to the Hong Kong Regulators immediately upon receipt. 在不損害以上協議之前提下，若客戶知悉其客戶乃以中介人身份為其相關客戶進行交易(「最終客戶」)，而客戶並不知道有關交易所涉及的最終客戶之身份、地址、職業及聯絡資料，則客戶須確認：(i) 客戶須與其客戶作出安排，讓客戶有權在要求時立即向其客戶取得該資料；及 (ii) 客戶將於經紀就有關交易提出要求時，立即要求其發出交易指示的客戶提供該資料，及在收到客戶之資料後即呈予香港監管機構。
- iv) The Client confirms that, where necessary, the Client has obtained all consents or waivers from the Client’s own clients or other relevant persons, to release to the Hong Kong Regulators the information referred to above. 客戶確認在有需要的情況下已取得其客戶或其他關聯人士的同意或豁免，提供以上所提及的資料及呈交予香港監管機構。

The provisions of this Clause 11 shall continue in effect notwithstanding the termination of this Agreement.

第 11 項條款即使在本合約終止後仍繼續生效。

12. Limitation of Liability, Indemnity and Ratification 法律責任範圍、彌償保證和追認規定

- 12.1 The Broker makes no representation or warranty of any kind, express, implied or statutory regarding the Electronic Trading Service or the information or materials contained or referred to in iTrader or otherwise provided via the Electronic Trading Service. To the fullest extent permitted by law, the Broker hereby expressly excludes and disclaims any condition, representation, warranty or responsibility of any kind relating to the Electronic Trading Service and/or such information and materials, whether express or implied, by statute or otherwise, including without limitation any such condition, representation, warranty or responsibility regarding the title, fitness for a particular purpose, merchantability or standard of quality of the Electronic Trading Service and/or such information and materials, that they will be accurate or free of errors or omissions, that they will not infringe any third party rights, that they will be available and uninterrupted at any particular time, free of computer viruses, trojan horses, worms, software bombs or similar items or processes arising from the Client’s use of the Electronic Trading Service, adhere to any particular performance standards or that any instruction to or information requested via the Electronic Trading Service will be acted upon, delivered to or received by the Client in any time or at all. 經紀並不就電子交易服務或 iTrader 所載或提述的或以其他方式透過電子交易服務提供的資料或資訊作出任何性質的明示或法定的陳述或保證。在法律允許的最大範圍內，經紀特此明示地排除及卸棄有關電子交易服務及/或上述資料及資訊的任何性質的任何條件、陳述、保證或責任(不論是明示或默示的，根據法規或其他規定的)，包括(但不限於)有關下列各項的任何條件、陳述、保證或責任：有關電子交易服務及/或上述資料及資訊的所有權、就某特定用途的適用性、可商售性或品質標準；其將是準確或沒有錯誤或遺漏；其將不會侵犯任何第三方權利；其可在任何特定時間不受干擾地提供使用；其不會因客戶使用電子交易服務而產生任何電腦病毒、特洛伊木馬程式(trojan horses)、蠕蟲程式、軟件炸彈或類似項目或進程；其符合任何特定的性能標準；或者透過電子交易服務發出的任何指示或要求的資料將於任何時候得到遵照辦理、交付予客戶或由客戶收到。
- 12.2 The information and materials provided via the Electronic Trading Service is provided for information only and should not be used as a basis for making business decisions. Any advice or information provided via the Electronic Trading Service should not be relied upon without consulting primary sources of information and obtaining specific professional advice. The Broker accepts no liability for any loss or damage arising directly or indirectly from action taken, or not taken, in reliance on information or materials provided via the Electronic Trading Service. In particular, no warranty is given that economic reporting information, materials or data is accurate, reliable or up to date. 透過電子交易服務提供的資料及資訊僅供參考之用，不應作為商業決定的根據。在未諮詢資料的主要來源並取得具體的專業意見的情況下，不應倚賴透過電子交易服務提供的任何意見或資料。如果因倚賴透過電子交易服務提供的資料或資訊採取或不採取行動而直接或間接引致任何損失或損害，經紀概不承擔任何法律責任。尤其是，經紀並不保證財經報導資料、資訊或數據是準確、可靠或最新的。
- 12.3 To the fullest extent permitted by law, the Broker shall not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the Client’s use of the Electronic Trading Service including any loss, damage or expense arising from, but not limited to, any defect, error, fault, mistake or inaccuracy with information provided via the Electronic Trading Service, or due to any unavailability of the Electronic Trading Service or any contents therein where such loss or damage is caused by the Client’s negligence; by the Client’s failure to comply with this Agreement; or by any reason or circumstance beyond the Broker’s control. 在法律允許的最大範圍內，對於客戶使用電子交易服務而直接或間接引致的任何損失或損害(包括特殊、附帶或相應而產生的損失或損害)，包括(但不限於)因透過電子交易服務提供的資料的任何缺陷、錯誤、故障、過失或不準確性，或者因電子交易服務或其任何內容未能提供使用而引致的任何損失、損害或開支，而該等損失或損害是由於客戶的疏忽、客戶不遵守本合約或經紀不能合理控制的任何原因或情況造成的，經紀概不承擔法律責任。
- 12.4 The Broker does not guarantee that any communications from or via the Electronic Trading Service and/or via other means will be sent to the Client or received by the Broker nor does the Broker warrant the privacy and/or security of such communications during

transmission. 經紀不保證來自或透過電子交易服務及／或透過其他方法發出的任何通訊將會送達給客戶或由經紀收到，亦不就該等通訊在傳送期間的私隱及／或安全作任何保證。

- 12.5 The Client acknowledges that there are risks inherent in using the Electronic Trading Service but agrees that the benefits justify these risks and the Client waives any claim the Client might have against the Broker because of: 客戶確認，使用電子交易服務存在固有風險，但客戶同意，相對於其利益而言，承擔這些風險是值得的，而且客戶放棄客戶因下述情況而可能對經紀提出的任何申索：
- i) any failure of systems or equipment (whether or not provided by the Broker) including telecommunications services and facilities or any computer virus or similar problems; 任何系統或設備（包括電訊服務及設施）的任何故障，不論該等系統或設備是否由經紀提供，或任何電腦病毒或類似問題；
 - ii) the Broker's acceptance of any unauthorized instructions which appear (or which the Broker reasonably believes) to be from the Client; 經紀接受任何看似（或經紀有理由相信）是由客戶發出的指示，儘管該等指示是未經授權的；
 - iii) delays in the implementation of Instructions to the extent that such was outside the Broker's control; 延誤執行指示，但僅以因經紀不能控制的範圍為限；
 - iv) delays in delivery or availability of, or failure to deliver or make available, or any interruption or unauthorized access of, any part of the Electronic Trading Service to the extent that such was outside the Broker's control; 延誤交付或提供或者未交付或提供電子交易服務的任何部份，或者任何干擾或未經授權進入電子交易服務的任何部份，但僅以因經紀不能控制的範圍為限；
 - v) delays in despatch or delivery of, or failure to despatch or deliver, or unauthorized interception, corruption or loss of, any notice or information provided or requested via the Electronic Trading Service or any inaccuracy, error or omission in or from any such notice or in or from any information contained in any such notice to the extent that such was outside the Broker's control; 延誤發出或交付或者未發出或交付透過電子交易服務規定或要求的任何通知或資料，或者未經授權而截取、毀壞或遺失任何該等通知或資料，或者任何上述通知或該等通知所載的任何資料的任何不準確性、錯誤或遺漏，但僅以因經紀不能控制的範圍為限；
 - vi) the Client's failure to use the Electronic Trading Service in accordance with this Agreement or any relevant agreement between the Broker and the Client; 客戶沒有按本合約或客戶與經紀訂立的任何有關協議使用電子交易服務；
 - vii) the Client's reliance, use or otherwise acting upon any information or materials provided via the Electronic Trading Service. 客戶依據或使用透過電子交易服務提供的任何資料或資訊，或者以其他方式按照該等資料或資訊行事。
- 12.6 The Broker shall not be liable for any loss incurred by the Client, directly or indirectly, with respect to the Account or trading in Securities due to government restriction, suspension of trading, wars, strikes or any other event beyond the control of the Broker. 對於由於政府限制、暫停交易、戰爭、罷工或經紀控制範圍以外的任何其他事件而使客戶就賬戶或證券交易直接或間接招致的任何損失，經紀概不負責。

13. Suspensions and Termination 暫止或終止

- 13.1 If, in the Broker's opinion, Client has breached any material terms of this Agreement; or any of Client's representations, warranties or undertakings to the Broker was or became incorrect in any material respect; or Client has defaulted in respect of any transactions with the Broker or its Group Company; or any warrant or order of attachment or distress or equivalent order is issued against any of Client's accounts with the Broker or its Group Company; or a petition in bankruptcy is filed against Client, or an order is made or resolution passed for Client's voluntary or compulsory winding up; or a meeting is convened to consider a resolution that Client should be so wound up, all amounts owing by Client to the Broker or its Group Company together with interest will become immediately payable without further notice or demand and the Broker will be entitled at its absolute discretion without prejudice to sell or realize all or any part of Client's securities or assets held by the Broker or its Group Company and satisfy all of Client's obligations towards the Broker or its Group Company with the net sale proceeds after deducting all fees, commissions, expenses and costs thereof; and/or withdraw or cancel all of Client's open order instructions; and/or close out any/all of Client's open positions; and/or exercise any of the Broker's rights under this Agreement. The Broker and its Group Company shall not be liable for any loss originated as a consequence of taking the above actions and, due to Client's default, Client may suffer whereas the price obtained by the Broker for the above actions will be conclusive. 若經紀認為客戶已經違反本合約之任何主要條款，或客戶之前向經紀對任何要項所作之陳述、保證或承諾在任何重大方面為不正確或其後變成不正確，或客戶曾經對透過經紀或其集團營公司的交易出現失責，或客戶在經紀或其集團公司開設的賬戶遭人發出任何財物扣押令或封查或同等的命令；或針對客戶提出破產申請，或為客戶的自願或強迫清盤作出命令或通過決議或已召開會議審議一項指稱客戶應予以清盤的決議的情況下，客戶欠下經紀或其集團公司所有款項，連利息計算在內，並在不需要任何通知或要求下立即清還。而且，經紀可即時行使絕對酌情權及在不損害其擁有的任何權利的情況下沽售或套現由經紀為客戶或經紀之集團公司保管的全部/部份證券或資產，並將所得的淨出售款項（在扣除所有有關費用、佣金、支出及/或成本後）用以履行客戶對經紀或其集團公司的義務。此外，經紀可取消客戶的任何仍未執行的買賣指示及/或為客戶平倉及/或行使經紀在此合約所賦予之任何權利。經紀或其集團公司毋須因客戶之失責而導致經紀或其集團公司在採取上述之行動時而使客戶蒙受任何損失負上責任；並因上述行動所取得的價位具最終決定效力。
- 13.2 The Broker reserves the right at any time and from time to time, without having to give any reason or explanation, to suspend the operation of the Account and/or any services to the Client under this Agreement. Notwithstanding anything herein to the contrary, the Broker may at any time, in its absolute discretion terminate forthwith the Client's right to access the Electronic Trading Service or any portion of it without notice, and without any obligation to give any reasons therefor or for any reason whatsoever, including but not limited to any unauthorized use of the Access Code or breach of any terms and conditions of this Agreement in any manner whatsoever whether by the Client or by any other persons(s) whomsoever or in respect of Securities Business executed in accordance with the Rules, as a result of or in compliance with the action taken or order by the Commission; or for the purpose of complying with any applicable laws, rules or regulations. 經紀保留權利，可於任何時間不時暫時終止賬戶運作及/或暫時終止根據本合約向客戶提供的服務，並毋須給予任何理由或解釋。儘管本合約有任何相反規定，但經紀可於任何時候按其絕對酌情權在無須通知的情況下，且沒有義務為之給予任何理由，或者為了任何理由，包括但不限於未經授權而使用進入密碼或因為客戶或任何其他人士以任何方式違反本合約的任何條款及細則，或就根據規則執行的證券業務，或因委員會採取的行為或發出的命令或為遵守委員會採取的行動或發出的命令，或為遵守任何適用法律、規則或規例，立即終止客戶存取電子交易服務或其任何部份。
- 13.3 In the event of such termination by the Broker, the Broker shall not be liable to the Client for any claims, losses or anticipated profit which may be suffered or benefited by the Client arising out of, pursuant to or connected with such termination. 倘經紀作出上述終止，經紀無須就客戶因該項終止所引起、根據該項終止或與之有關而遭受或獲益之任何申索、損失或預計利潤向客戶負責。
- 13.4 Termination of the Agreement shall be without prejudice to the accrued rights of the parties, and any obligations of the parties contained in any provision hereof which may already have arisen prior to the termination. 本合約之終止並不影響在終止之前可能已產生的雙方的累算權利以及本合約條文所載雙方的任何義務。
- 13.5 The rights and obligations of the Client and the Broker in respect of the Account may be terminated by at least seven (7) business days' written notice given at any time by the Client to the Broker (or vice versa) without prejudice to any rights, powers or duties of the Broker or the Client in connection with the Account prior to receipt of such notice, and such rights, powers and duties will subject

under the terms of this Agreement until they are discharged in full. 客戶及經紀對有關賬戶之權利或義務，客戶均可於任何時間向經紀(反之亦然)發出書面通知，載明該權利或義務於最少 7 個營業日後終止，且收訖有關通知之前不損經紀或客戶對有關賬戶的任何權利、權力或職責。上述權利、權力及職責，將會根據本合約的條款繼續有效，直至全部履行為止。

14. Communications 通知

- 14.1 All notices, demands, statements and any other communications and documents (collectively "Communication") required or permitted to be given to the Client may be sent by hand, post, facsimile, telephone or electronic mail to the address for communication specified in the Client Information Form or as notified to the Broker from time to time. All Communication shall be deemed to have been received by the Client (i) 48 hours after posting domestically if sent by post and (ii) at the time of transmission from the Broker if delivered by facsimile, telephone or electronic mail and no such Communication needs to be signed on behalf of the Broker. Every transaction indicated or referred to in communication given by the Broker shall be deemed as conclusive and ratified and confirmed by the Client unless Broker receives from Client written notice to the contrary in the manner as aforementioned, within seven (7) business days from the time communication is given. The Broker shall in no circumstances be held responsible for delays or failure in transmission of instruction due to breakdown of communication facilities or for any other matter beyond reasonable control of the Broker. 需要或准許給予客戶的所有通知、要求、結單與其他通訊及文件(統稱「通訊」)可以專人送遞、郵遞、傳真、電話或電子郵件方式送交至「客戶資料表」指定的或不時通知經紀的地址、傳真或電話號碼或電子郵件地址。所有通訊 (i) 若以郵遞方式送交，當於發送後 48 小時後收訖；及 (ii) 若以傳真、電話或電子郵件方式發出，則當作於經紀傳送之時收訖，而通訊並不需要經紀的授權簽署。除非經紀收到客戶以本段所述的方式在經紀發出之任何通訊之 7 個營業日內以書面通知提出反對，否則該等通訊及每一賬戶結單上所顯示或提及的每項交易，將被客戶視為確實、已追究及確認。若因通訊設備故障或任何其他經紀無法合理控制之事情而導致傳送指令之工作有所延誤或失誤，經紀在任何情況下毋須負責。
- 14.2 The Broker shall be entitled to assume, without further investigation or enquiry, that any Communication which on the face of it appears to have been forwarded by either the Client or its agent, has in fact been sent by either the Client or its agent, as the case may be. The facsimile copy of any Communication shall have the same force as the original. 經紀將有權假設，而不需作出進一步的調查或詢問，若客戶或其代理人所傳送的任何通訊表面上看來是由客戶或其代理人發出的，該等通訊便可被認作確實是由客戶或其代理人(視情況而定)所傳送的。任何通訊的傳真副本與其正本具有同等效力。
- 14.3 The Client confirms and agrees that the information contained in the "Client Information Form" or otherwise supplied by or on behalf of the Client to the Broker in connection with the opening an account is complete, true and correct and will inform the Broker of any material changes to such information as soon as possible. The Broker is entitled to rely on such information until written notice from the Client of any changes therein has been received. 客戶確認並同意，「客戶資料表」內所載的資料，或由客戶或客戶代表就開立賬戶向經紀提供的其他資料皆為完整、真實及正確及如有重大的變更，將會儘快通知經紀。經紀有權倚賴此等資料，直至收到客戶書面通知有任何變更為止。
- 14.4 The Broker will notify the Client of any material changes: (i) the name and address of the business of the Broker; (ii) the licensing status of the Broker with the SFC and the Broker's CE number; (iii) the description of the nature of services provided by the Broker; (iv) the description of the remuneration payable to the Broker and the basis for such payment. 倘若經紀的業務有重大的變更如：(i)經紀之名稱及業務地址；(ii)經紀於證監會之持牌狀況及經紀之中央編號；(iii)經紀所提供之服務性質的描述；(iv)支付給經紀之報酬的描述及給予該款項的準則，經紀將會通知客戶。

15. General 一般規定

- 15.1 If the Broker fails to meet its obligations to Client pursuant to this Agreement, Client may have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Investor Compensation Fund from time to time. 倘經紀沒有依照本合約的規定履行對客戶的責任，客戶可根據《證券及期貨條例》成立的投資者賠償基金索償，惟須受投資者賠償基金不時的條款所制約。
- 15.2 To the extent permitted by law, the Broker may from time to time amend any of the terms and conditions of this Agreement without prior notice to or approval from the Client and such amendments shall come into effect immediately upon Client's deemed receipt of the Broker's notice. The Client acknowledges and agrees that if Client does not accept any amendments as notified by the Broker from time to time, the Client shall have the option to terminate this Agreement by giving written notice to the Broker. Unless otherwise stated, an amendment to any provision of this Agreement shall not affect the other provisions of this Agreement. 在法律容許之範圍內，經紀可不時修訂本合約之任何條款及細則，毋須事前通知客戶或取得客戶批准，該等修訂於客戶被視作接獲經紀之通告時立即生效。客戶得悉及同意，倘客戶不接受經紀不時通知之任何修訂，客戶將有權選擇以書面形式通知經紀終止本合約。除非另行述明，否則本合約任何條文之修訂均不影響本合約的其他條文。
- 15.3 The headings for each provision, clause or term of this Agreement are merely descriptive and shall not be deemed to modify or qualify any of the rights or obligations set forth in each of such provision, clause or term. 本合約每項規定、條文或條款的標題僅屬說明性質，不得被視為更改或限制每一該等規定、條文或條款所列的任何權利或義務。
- 15.4 The Client may not assign, transfer or amend this Agreement or otherwise dispose of rights or obligations hereunder without the prior written consent of the Broker. The Broker may assign, transfer or otherwise dispose of all or any of its rights or obligations to any other person as it thinks fit. All the provisions of this Agreement and all instructions given to the Broker under this Agreement shall survive any changes or successions in the Broker's business and shall be binding upon the Client's successors and permitted assigns. 未經經紀事先書面同意，客戶不得轉讓、轉移、修訂本合約或以其他方式處置本合約之下的權利或義務。經紀可向其認為合適的任何其他人轉讓、轉移或以其他方式處置其全部或任何權利或義務。本合約的所有條文以及根據本合約給予經紀的所有指示應在經紀業務的任何變更或繼承之後仍然有效，並對客戶的繼承人和核准受讓人具有約束力。
- 15.5 Each of the provisions of this Agreement is severable and distinct from the other and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way. 本合約各個條款均可以分割，並互相獨立。如有一個或以上條款屬於或變成不合法、無效或不能強制執行，其餘條款均不在任何方面受影響。
- 15.6 Client confirms that Client has read and understood the terms and conditions of this Agreement, which have been explained to Client in a language that Client understands, and agrees to be bound by them. 客戶確認已詳閱及明白本合約的條款及細則，並同意受其約束，而且該等條款已經以客戶明白的語言向客戶解釋。
- 15.7 In the event of any difference in interpretation or meaning between the English and Chinese version of this Agreement, Client agrees that the English version shall prevail. 如本合約中英兩種語文版本的釋義或涵義之間有不一致，客戶同意以英文版本為準。
- 15.8 The rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law. 本合約的權利、權力、補救方法和特權是累積的，並不排除法律規定的任何權利、權力、補救方法和特權。
- 15.9 This Agreement is governed by and may be enforced in accordance with the laws of Hong Kong. 本合約受香港法律管轄，並且可以根據香港法律執行。

15.10 The Client hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from this Agreement. 對於因本合約而引起的一切事宜，客戶特此不可撤銷地服從香港法院的非專屬司法管轄權。

Circular to Clients Relating to Personal Data (Privacy) Ordinance (the “Ordinance”) **關於《個人資料（私隱）條例》（「條例」）客戶通告**

1. From time to time, it is necessary for clients to supply the Group with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of securities brokerage, nominee and investment advisory service. At the same time, some of the data are collected pursuant to laws, regulations, rules or codes binding on the Broker or any Broker’s Group Company. 客戶需不時地向本集團提供與開設或維持賬戶、開設或維持貸款融資或者與證券經紀、股票託管和投資諮詢服務有關的資料。同時，有一部份資料是根據對經紀或經紀之集團公司具約束力的法律、規定、規則或守則加以收集的。
2. Failure to supply such data may result in the Broker being unable to open or continue accounts or establish or continue credit facilities or provide securities brokerage, nominee and investment advisory services. 如客戶未能提供該等資料，則經紀將無法代客戶開設或維持賬戶，或開設或維持貸款融資，或提供證券經紀、股票託管和投資諮詢服務。
3. It is also the case that the data are collected from clients in the ordinary course of the continuation of the business relationship. 所有資料均以維持正常業務聯繫的需要而向客戶收集的。
4. The purposes for which data relating to a client may be used are as follows:-
與客戶有關的資料主要有如下用途：
 - the daily operation of the services and credit facilities provided to clients; 為客戶提供日常運作服務和貸款融資服務；
 - conducting credit checks; 進行信貸檢查；
 - assisting other financial institutions to conduct credit checks; 協助其它財務機構進行信貸檢查；
 - designing financial services or related products for clients’ use; 根據客戶的需要設計有關的財務服務或相關產品；
 - marketing financial services or related products; 推廣上述的金融服務和相關產品；
 - determining the amount of indebtedness owed to or by clients; 確定欠付客戶或客戶欠付的債務款額；
 - collection of amount outstanding from clients and those providing security for clients’ obligation; 向客戶或為客戶責任提供擔保的人士收回虧欠的款項；
 - meeting the requirements to make disclosure under the requirements of any laws, regulations, rules, codes binding on the Broker or any Broker’s Group Company; and 根據對經紀或經紀之集團公司具約束力的法律、規定、規則或守則的要求作出披露；及
 - purposes ancillary or relating thereto. 其它附帶或相關用途。
5. Data held by the Broker relating to a client will be kept confidential but the Broker may provide such information to the following parties within or outside Hong Kong to the extent permitted by law: 經紀持有的客戶資料將會保密，經紀僅會於法律允許範圍下向下列香港以內或以外人士提供客戶資料：
 - any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, printing or other services to the Broker in connection with the operation of its business; 向經紀提供與業務活動有關的管理、電訊、電腦、款項或證券結算、印刷或其它服務的任何代理人、合約商或者第三方服務提供者；
 - any other companies within the Broker’s Group Company, including the parent company; 經紀之集團公司內的任何其它公司，包括母公司；
 - any other person under a duty of confidentiality to the Broker including a company of the Broker’s Group Company which has undertaken to keep such information confidential; 遵守經紀保密原則的任何其他人，包括已承諾將上述資料保密的經紀之集團公司；
 - any financial institution with which the client has or proposes to have dealings; 客戶與之有業務往來或即將有業務往來的任何金融機構；
 - any actual or proposed assignee of the Broker or participant or sub-participant or transferee of the Broker’s rights in respect of the client; 經紀的任何實際或建議承讓人，或者與客戶相關的經紀權益參與人或次參與人或轉讓人；
 - any other person when we are compelled to make disclosure under the requirements of any laws binding on the Broker or any of Broker’s Group Company; 根據對經紀或經紀之集團公司具約束力的法律要求必須向其作出披露的任何其他人士；
 - any person with the client’s express or implied consent; 經客戶明示或默示同意的任何人士；
 - any person in the event that the Broker’s interests require disclosure. 經紀因本身利益需要而必須對其作出披露的任何人士。
6. In the course of performing our duties, the Broker may, as permitted by law, match, compare, transfer or exchange any personal data provided by the client, or hereafter obtained, for these or any other purposes by the Broker, with data held by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data. 在履行本身的業務活動過程中，經紀可能在法律允許的範圍內，把客戶所提供的或經紀其後為此目的或其它目的所獲得的客戶個人資料與香港及海外的政府機構、其它監管機構、公司、組織或個人所持的資料進行校對、比較、轉移或交換，以便確認該等資料的可靠性。
7. Under and in accordance with the terms of the Ordinance, any individual: 在符合條例之條款的情況下及按照條例的條款，任何人士：
 - has the right to check whether the Broker holds data about him/her and the right of access to such data; 有權查詢經紀是否持有他／她的資料並有權取得該等資料；
 - has the right to require the Broker to correct any data relating to him/her which is inaccurate; 有權要求經紀更改有關他／她的不正確資料；及
 - has the right to ascertain the Broker’s policies and practices in relation to data and to be informed of the kind of personal data held by the Broker. 有權查詢經紀擁有該些資料的政策和應用範圍，並可了解經紀所持有的個人資料的種類。

8. In accordance with the terms of the Ordinance, the Broker has the right to charge a reasonable fee for the processing of any data access request. 在符合條例之條款情況下，經紀有權對資料查詢人士收取合理的費用。
9. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of personal data held are to be addressed is as follows: 任何人士如欲查詢資料或更正資料或查詢有關政策和應用範圍以及個人資料的種類等資料，請隨時致函：

The Data Protection Officer
OSK Securities Hong Kong Limited
12/F., World-Wide House
19 Des Voeux Road Central
Hong Kong
香港中環德輔道中 19 號
環球大廈 12 樓
僑豐證券有限公司
資料保護主任