

THIS AGREEMENT is made the _____ day of _____ 20_____
本協議書於 20____年____月____日由下列雙方簽訂

BETWEEN:-

- (1) **CTBC ASIA LIMITED**, a corporation licensed by the SFC (as defined below) to, inter alia, carry on business of Type 1 (dealing in securities) regulated activity under the SFO (as defined below) (CE Number: AJF 262) whose registered office is situated at Suite 2809, 28/F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong (“**CAL**”); and
中國信託綜合證券(香港)有限公司，一所獲證監會（定義見下文）根據證券條例（定義見下文）發牌的持牌法團，可進行包括第 1 類（證券交易）受規管活動（中央編號為 AJF 262），註冊地址為香港中環金融街 8 號國際金融中心二期 28 樓 2809 室（下稱「**CAL**」）；及
- (2) The person whose name, address and other information are particularized in Schedule 1 hereto (the “**Client**”).
其姓名、地址及其他資料詳細載於附載於附表一之人士（下稱「**客戶**」）。

WHEREAS:-

鑑於：-

- (A) The Client is desirous of using the Electronic Trading Services (as defined hereinafter) provided by CAL.
客戶擬使用由 CAL 提供的電子交易服務（如下述定義）。
- (B) CAL agrees to provide the Electronic Trading Services to the Client subject to the terms and conditions hereunder.
受限於本協議書條款及細則下，CAL 同意為客戶提供電子交易服務。

1. Interpretations and Definitions

釋義及定義

- 1.1 In this Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

在本協議書中，除非上下文另有規定，下列的詞語及表述將具下列的意思：

“Applicable Laws”

「認用法律」

means any and all laws, rules and regulations applicable to margin trading in Securities contemplated under this Agreement as promulgated by the SFC as well as all other laws, rules and regulations applicable to CAL and the Client from time to time and at any time.

指不時及於任何時候，由證監會頒佈適用於本協議書項下的證券保證金交易之任何及所有法律、規則及規例，及所有其他不時及於任何時候適用於 CAL 及客戶的任何及所有法律、

規則及規例

<p>“Content” 「內容」</p>	<p>means the contents provided to the Client under the Electronic Trading Services which include without limitation any content, software, data, information, messages and all textual, audio, video, still image, graphical and other content or material that can be accessed by or through the Electronic Trading Services.</p> <p>指根據電子交易服務提供予客戶的內容，包括但不限於任何內容、軟件、數據、資料、信息及所有文字、聲音、影像、靜態圖像、圖表及其他可透過電子交易服務取覽的內容及材料。</p>
<p>“Electronic Trading Services” 「電子交易服務」</p>	<p>means any electronic trading facility provided by CAL enabling the Client to give electronic instructions to purchase, sell, deal with or otherwise dispose of the Securities.</p> <p>指由 CAL 提供的，使客戶能透過其發出電子指示進行買賣，處理或以其他方式處置證券的任何電子交易設施。</p>
<p>“Hong Kong” 「香港」</p>	<p>means the Hong Kong Special Administrative Region of the People’s Republic of China.</p> <p>指中華人民共和國香港特別行政區。</p>
<p>“Login ID and Password” 「登入名稱及密碼」</p>	<p>means any unique personal identifiers issued by CAL to the Client for using the Electronic Trading Services.</p> <p>指任何由 CAL 向客戶發出以便使用電子交易服務的個人獨有的身份記認。</p>
<p>“SFO” 「該條例」</p>	<p>means the Securities and Futures Ordinance (Chapter 571, Laws of Hong Kong).</p> <p>指證券及期貨條例（香港法律第 571 章）。</p>
<p>“Securities” 「證券」</p>	<p>have the meaning as given in the SFO.</p> <p>具證券條例所賦予的意思。</p>

- 1.2 The clause headings in this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement and have no legal effect.
本協議書之標題僅為方便閱讀而添加，並不影響本協議書的解釋及無法律效力。
- 1.3 References in this Agreement to clauses, sub-clauses and schedules are, except where the context otherwise requires, to be construed respectively as references to clauses, sub-clauses and schedules to this Agreement.

除非另有說明，凡提及條款、分條款及附表，即指本協議書內的條款、分條款及附表。

- 1.4 References in this Agreement to any enactment shall be deemed to include references to such enactment as amended, extended or re-enacted from time to time and the rules and regulations thereunder.
在本協議書中所指的任何法例，均被視作包括不時修訂、延展或重新制定以取代該法例之條文及其規則和規例。
- 1.5 References in this Agreement to any party hereto shall be deemed to be references to or to include their respective successors and assigns.
在本協議書中所指之任何一方當事人均被視作包括其繼承人及受讓人。
- 1.6 In this Agreement, words importing the singular shall, where the context permits, include the plural and vice versa and words importing gender or neuter include both gender and neuter.
凡本協議書中文意允許之處，指單數的字包括複數，反之亦然。陽性詞包含中、陰性詞，反之亦然。

2. Application of Cash Agreement 現金協議書的認用

- 2.1 This Agreement shall be read in conjunction with and made supplemental to the terms and conditions of the Cash/Custodian Client's Agreement (the "**Cash Agreement**"). In the event that there is any conflict between the provisions of the Cash Agreement and this Agreement, the provisions of this Agreement shall prevail.
本協議書作為現金/保管客戶協議書（下稱「**現金協議書**」）的條款及細則之補充文件，應與其一併閱讀。若現金協議書與本協議書的條文有任何衝突，概以本協議書的條文為準。
- 2.2 The provisions in the Cash Agreement shall, mutatis mutandis, apply to the Electronic Trading Services provided by CAL to the Client.
現金協議書的條文經過適當變通後，將適用於由 CAL 提供予客戶的電子交易服務。

3. Electronic Trading Services 電子交易服務

- 3.1 The Electronic Trading Services shall be provided to the Client subject to and upon the terms and conditions stipulated by CAL from time to time and this Agreement shall mutatis mutandis apply to all the transactions entered into through the Electronic Trading Services.
CAL 將根據不時訂立的條款及細則向客戶提供電子交易服務。本協議書經適當變通後將適用於所有通過電子交易服務進行的交易。
- 3.2 The Client undertakes and agrees that it is the Client's sole responsibility to keep the Login ID and Password or security device in relation to the Electronic

Trading Services confidential. The Client shall not disclose the Login ID and Password to any third party or share it with anyone and shall put the security device in a place to which any third party shall have no access at all times. The Client acknowledges and fully understands that Client shall be solely responsible for any consequences arising from disclosure of the Login ID and Password to any third person or any unauthorized use of the Login ID and Password. So long as the Login ID and Password are used to identify the source of instructions, the instructions thereof shall be deemed to have originated from the Client as authentic, complete and accurate instructions, and shall be binding on the Client, whether or not such instructions was in fact given by the Client.

客戶承諾及同意將對與電子交易服務有關的登入名稱及密碼、或保安裝置加以保密。客戶不得向任何第三者披露或與任何人士共用登入名稱及密碼。客戶須時刻將保安裝置存放在其他人士不能獲取的地方。客戶確認並完全明白客戶須為向任何人士披露登入名稱及密碼或未獲授權使用登入名稱及密碼而引起的任何後果自行負責。由於登入名稱及密碼是用於識別指示來源，因此任何通過輸入登入名稱及密碼所發出的指示應視為由客戶親自發出的真實、完整及準確指示，不論該等指示實際上是否由客戶發出，均對客戶具有約束力。

- 3.3 The Client undertakes and agrees that the Client will be wholly and solely responsible for all instructions entered through the Electronic Trading Services. The Client further undertakes that the Electronic Trading Services and the software comprised in them, are proprietary to CAL. The Client undertakes and warrants that the Client will not, and will not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorized and/or illegal access to, any part of the Electronic Trading Services, and any of the software comprised therein. The Client agrees that CAL shall be entitled to close any or all of the Client's securities accounts established and maintained with CAL immediately without notice to the Client, and the Client acknowledges that CAL may take legal action against the Client in the event that the Client is at any time in breach of this warranty and undertaking. The Client undertakes to notify CAL immediately if the Client becomes aware that any of the actions described above in this provision is being perpetrated by any other person.

客戶承認並同意，對透過電子交易服務發出的所有指示自行承擔全部責任，並進一步承認電子交易服務以及構成上述服務的軟件均屬 CAL 專有。客戶承諾及保證，不會及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交易服務及構成上述服務的軟件的任何部分。客戶亦不會嘗試在未獲授權及／或是非法的情況下使用上述任何部分服務。倘若客戶在任何時間違反上述承諾及保證，客戶同意 CAL 有權於毋須通知客戶的情況下，即時終止客戶在 CAL 處開立及維持的任何及所有證券帳戶，客戶亦確認 CAL 可就此對其採取法律行動。客戶承諾，在知悉任何其他人士從事本條文所載列的任何上述行動時，會即時通知 CAL。

- 3.4 CAL will not be deemed to have received the Client's electronic instructions or has executed the Client's electronic instructions unless and until the Client is in actual receipt of CAL's message acknowledging receipt or confirming execution

of the Client's electronic instructions, either by way of electronic means or hard copy.

除非及直至客戶已確實收到 CAL 以電子或書面形式發出的信息，表示收到客戶的指示或確認已執行客戶的電子指示，否則 CAL 不應被視為已收到客戶的電子指示或已執行客戶的電子指示。

3.5 The Client acknowledges and agrees that, as a condition of using the Electronic Trading Services to give instructions, the Client will immediately notify CAL if any of the following events occurs:-

客戶承認並同意，作為使用電子交易服務發出指示的一項條件，倘若發生任何一項下述事項，客戶會即時通知 CAL：-

(i) an instruction has been placed through the Electronic Trading Services and the Client has not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);

客戶已經透過電子交易服務發出指示，但並無收到指示編號或對指示或其執行的準確確認（不論以書面、電子或口頭方式作出）；

(ii) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of an instruction which the Client did not issue or has error or irregularity;

客戶收到一項並非由客戶發出的指示的確認（不論是以書面形式、電子還是口頭方式作出），或確認有誤差或不正常；

(iii) the Client has notice or becomes aware of any of the acts mentioned in Clause 3.3 being done or attempted by any person;

客戶獲悉任何人士正在進行或嘗試進行第 3.3 條款所載列的任何行動；

(iv) the Client becomes aware of any unauthorized and/or illegal use of the password or security device belonging to the Client; or

客戶獲悉有未獲授權及／或非法使用客戶交易密碼的情況；或

(v) the Client has difficulties in the use of the Electronic Trading Services.

客戶在使用電子交易服務時遇到困難。

3.6 The Client agrees to review and verify every instruction before sending it as it is not possible to cancel the Client's instructions once sent and such instructions shall be conclusively binding on the Client.

客戶同意在輸入每個指示之前會加以檢查及覆核，因為指示一經傳送，便無法取消。已經傳送出的指示對客戶具終局性約束力。

3.7 The Client agrees that, to the fullest extent permitted by the Applicable Laws, CAL shall not be liable for any loss or damage the Client or any other person may suffer as a result of using or attempting to use the Electronic Trading Services unless such loss or damage are caused by willful default or gross negligence on the part of CAL. The Client further undertakes to indemnify CAL

on demand for any loss or damage CAL may suffer as a result of the Client's use of the Electronic Trading Services save and except that such loss or damage is beyond the Client's control.

客戶同意，於認用法律容許的最大範圍內，CAL 不會就客戶或任何其他人士使用或嘗試使用電子交易服務而可能遭受的任何損失或損害承擔責任，除非該等損失或損害是由於 CAL 故意失責或重大疏忽所導致。客戶進一步承諾，對因使用電子交易服務可能使 CAL 遭受的任何損失或損害，於 CAL 要求時會如數作出彌償，但該等損失或損害是在客戶所能控制範疇以外的則除外。

- 3.8 The Client acknowledges that CAL and the information provider may assert proprietary interests and rights of all market data provided through the Electronic Trading Services and that the Client agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. The Client also understands that no representation or warranty is given as to the timeliness, sequence, accuracy or completeness of market data or any market information provided to the Client through the Electronic Trading Services.

客戶承認，CAL 或訊息提供者通過電子交易服務提供的一切市場數據擁有所有權益及權利，並同意不會採取任何可能對上述權益和權利構成侵權或侵犯的行動。客戶亦理解 CAL 不會對該等市場數據或任何市場資料（包括透過電子交易服務提供給客戶的任何資料）的及時性、次序、準確性或完整性作出任何陳述或保證。

- 3.9 In the event that any transaction or trade is executed by means of electronic instruction, the electronically-executed transaction or trade is subject to all terms and conditions applicable to it.

如果任何交易或事務通過電子指示方式執行，已被電子執行的交易或事務將受所有適用於交易或事務的條款及細則所規管。

- 3.10 Due to the inherent characteristics of the Internet, communication may be interrupted, suspended, delayed, attacked by hacker and errors may occur in data transmission. Given that malfunctions in communications facilities are not under the control of CAL, CAL is not liable or responsible for such risks that affect the accuracy or timeliness of communications between the Client and CAL. CAL is not responsible in any way for direct, indirect, special, consequential, incidental or other damages, losses or expenses arising out of or in connection with the use of the Electronic Trading Service. In particular, CAL shall not be liable to the Client for: (i) any delay or error in the execution of instructions, or (ii) non-execution of instructions, due to any error, interruption or non-availability of any equipment, facilities or other circumstances which are not actually foreseen by or actually known to CAL or which are beyond the control of CAL.

基於互聯網特性，網路傳輸可能會受到干擾、中斷、延遲、駭客攻擊及資料傳送過程中可能發生錯誤。由於傳輸設備的故障風險不在 CAL 可控制範圍內，CAL 對於該等風險對客戶與 CAL 之間的通訊準確性和及時性的影響，不負責或承擔責任。CAL 對於使用電子交易服務所引起的任何直接、間接、特殊、相應而生的或附帶的損害、損失或費用，不負任何責任。特別是，CAL 並不會就以下事宜向客戶承擔任何責任：(i) 執行指示時出現的任何延誤或錯誤；或(ii) 因任何設備及設施出現故障、服務中斷或無法使用或其他

CAL 無法確切預計、知曉或 CAL 無法控制的情況而令指示未被執行。

- 3.11 The Electronic Trading Services may provide, for informational purposes only, data about securities, derivatives, mutual funds or other investment products published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. CAL has used all reasonable care in compiling such data but gives no warranty and undertakes no responsibility as to the suitability, accuracy, reliability or completeness of any such data. No recommendation or endorsement from us shall be inferred from such data.

電子交易服務純粹是為著提供參考信息而向客戶提供由第三者所發佈的有關證券、衍生產品、互惠基金及其他投資產品的信息。由於市況波動及數據傳送過程可能出現的阻延，有關的報價可能並非該等產品的實時市場報價。儘管 CAL 在編輯該等信息時已盡一切合理審慎的措施，但 CAL 對該等信息的適用性、正確性、可靠性及完整性無法提供任何保證，也不負有責任。任何人士不得從該等信息來推論我們對該等信息作出推薦或認可。

- 3.12 The Client expressly acknowledges and agrees that the Content is provided to the Client on an “as is” basis and that its use of its Content is at the Client’s sole risk. CAL gives no warranty of any kind whatsoever (save for those expressly stated herein) relating to the Content, express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use. CAL endeavors to ensure the accuracy and reliability of the Content provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

客戶明確地確認及同意內容是以「現況」基礎提供的，並且客戶本身須單獨承擔使用其內容所引致的風險。CAL 及資料來源並沒就有關內容作出任何形式的保證（除非該等保證已在本部份內明確作出），不論該等保證是明示或默示地作出，包括但不限於，第三者權益的不違反、或可商用性或任何特別目的或用途的合適性。CAL 致力確保其所提供的資料的準確性及可靠性，但卻不會對此作出任何擔保及不會就任何不準確或遺漏而造成的損失或損害承擔任何責任，不論是侵權行為或合約上或其他方面上的責任。

- 3.13 To the fullest extent permitted by the Applicable Laws, CAL shall not be held liable to the Client or anyone else for any direct, indirect, consequential or incidental loss, costs or damages, nor any special or punitive damages, or injury caused in whole or in part by our negligence in procuring, compiling, interpreting, editing, reporting or delivering any of the Content. In no event shall CAL be liable to the Client for any direct, consequential, incidental, special or punitive damages, including any lost profits or lost savings, or for any third party claim of any nature whatsoever related to the Electronic Trading Services or its use.

於認用法律容許的最大範圍內，CAL 對於因其在取得、編製、詮釋、編輯、報告或發放任何內容方面的全部或部份由疏忽而引致的任何直接、間接、相應而生的或附帶的損失、費用或損害或傷害，CAL 不會對客戶或任何人士承擔任何責任。就電子交易服務及其使用所引致的任何直接、間接或因此而產生的、附帶的、特別的或懲罰性的損失，包括任何利潤或儲蓄的損

失，或任何性質的第三者申索，CAL 不會對客戶承擔任何責任。

4. Risk Disclosure **風險披露**

- 4.1 The Risk Disclosure Statement attached at **Schedule 2** hereto forms part of this Agreement. The Client agrees to read, ask questions and, if it so wishes, seeks independent advice thereon.

於附件二附上的《風險披露聲明書》屬於本協議書的一部分。客戶同意閱讀該《風險披露聲明書》、並就其發問，以及（如有需要）尋求獨立意見。

5. Personal Data **個人資料**

- 5.1 The Client acknowledges that before providing personal data to CAL, the Client has been provided with, and invited to read and ask questions, and seek advice on, the Circular to Clients relating to the Personal Data (Privacy) Ordinance as attached to the CAL CASH/CUSTODIAN CLIENT'S AGREEMENT entered into between the Client and CAL.

客戶確認，在客戶提供任何資料給 CAL 之前，客戶已獲提供、獲邀請閱讀、及就附於由客戶與 CAL 簽訂的 CAL 現金/保管客戶協議書的《關於個人資料（私隱）條例客戶通知》提出問題及尋求意見。

6. Third Party Right **第三方權利**

- 6.1 Without prejudice to Clause 6.3, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or to enjoy the benefit of any term of this Agreement.

於不損害第 6.3 條的情況下，當一名人士並非本協議書的當事人，則其於《合約（第三者權利）條例》（香港法律第 623 章）（下稱「**第三者條例**」）項下並無權力執行或享有本協議書任何條文的利益。

- 6.2 Notwithstanding any provision contained herein, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

儘管本協議書的任何條文，於任何時候撤銷或修訂本協議書毋須取得非本協議書的當事人之同意。

- 6.3 Any director, officer, employee, affiliate or agent of CAL may, by virtue of the Third Parties Ordinance, rely on any provision herein (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

所有 CAL 的董事、主管人員、員工，附屬機構或代理可以，憑藉第三者條例，依賴明確賦予該等人士的權利或權益之任何本協議書項下的條文(包括但不限於，任何彌償、限制或責任的豁免)。

7. Language
語言

- 7.1 This Agreement is prepared in both the Chinese and English languages. In the event of any inconsistency between the two languages, the English language shall prevail.
本協議書以中文和英文書寫，如本協議書在文字上有任何差異，應以英文原文為準。

8. Governing Law and Jurisdiction
適用法律及司法管轄權

- 8.1 This Agreement is governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the Courts of the Hong Kong.
本協議書於各方面受香港法律管轄及以其作解釋，而雙方不得撤銷接受香港法院的專屬司法管轄。

Individual client 個人客戶

IN WITNESS whereof this Agreement has been executed by the parties or their representatives hereto the day and year first above written.

以茲證明，雙方或其授權代表於首端所述日期簽署本協議書。

SIGNED by _____,)

who is identified by production of his/her)

HKID / Passport No. _____)

)

in the presence of:-)

Name: _____

Position: _____

由 _____ 簽署，)

其香港身份證／護照號碼為 _____)

)

於見證人席前簽署：-)

姓名：_____

Corporate client 企業客戶

SIGNED by _____,)
for and on behalf of _____)
_____)
duly authorized by its Board of Directors)
_____)
in the presence of:-)

Name: _____

Position: _____

**(僅適用於企業客戶)*

由 _____,)
經董事局妥為授權，)
代表 _____ 簽署)
_____)
於見證人席前簽署：-)

姓名： _____

職位： _____

for and on behalf CTBC Asia Limited 代表

SIGNED by _____,)
for and on behalf of **CTBC Asia Limited**)
)
in the presence of:-)

Name: _____

Position: _____

由 _____)
代表中國信託綜合證券(香港)有限公司)
)
於見證人席前簽署：-)

姓名： _____

職位： _____

Schedule 1 附表一

Client's Particulars 客戶資料

Name 名稱:

Address 地址:

Address for Service

送達文件地址:

Tel. No. 電話號碼:

Fax No. 傳真號碼:

E-mail address 電郵地址:

Schedule 2 附表二**Risk Disclosure Statement 風險披露聲明書**

Transactions via Electronic Trading Services are susceptible to risks associated with the Electronic Trading Services system including the failure of hardware and software, and the result of any system failure may lead to non-execution of your instructions or delay or error in the execution of your instructions.

透過電子交易服務進行交易有可能受到電子交易服務系統帶來的風險所影響，包括有關係統硬體和軟件可能會失靈的風險。系統失靈可能會導致閣下的指示不獲執行或執行指示時出現延誤或錯誤。

Due to traffic congestion and other unpredictable factors on the internet, Electronic Trading Services may not be reliable and transactions conducted via Electronic Trading Services may be subject to delays in transmission and receipt of your instructions or other Information, delays in execution or execution of your instructions at prices different from those prevailing at the time your instructions were given, transmission interruption or blackout. There are also risks of misunderstanding or errors in communications, and it is also usually not possible to cancel an instruction after it has been given. CAL shall not be responsible in any way for any loss which may be incurred by you as a result of such interruptions or delays or unauthorized access by third parties. You should only place instruction with CAL via Electronic Trading Services unless you fully understand, acknowledge and agree to accept the risk of such interruptions or delays.

由於互聯網上交通擠塞及其他未可預計的原因，電子交易服務可能並不可靠，而通過電子交易服務進行的交易可能會受到在傳輸和接收閣下的指示或其他資訊過程中被耽誤、延遲執行閣下的指示或有關指示以有別於閣下發出指示時的市價執行、指示在傳輸時被中斷或停頓等風險所影響。在通訊過程中也可能出現延誤或錯誤的風險。而指示一經發出，通常不能取消。客戶因為該等中斷、耽誤或被第三方未獲授權的登錄而遭受的任何損失，CAL 概不承擔責任。除非閣下完全理解、確認並同意承受該等中斷或耽誤引致的風險，否則閣下不應透過電子服務來作出任何指示。

Market data and other Information made available to you through CAL's Electronic Trading Services may be obtained by CAL from third parties. Whilst CAL believes such market data or information to be reliable, neither the CAL nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

CAL 有可能從第三方獲取透過電子交易服務向閣下提供的市場數據和其他資訊。雖然 CAL 相信該等數據和資訊是可靠的，但本公司或該等第三方都不會保證這些數據和資訊的準確性、完整性和即時性。