

## 互聯網交易現金客戶協議書 INTERNET TRADING CASH CLIENT'S AGREEMENT

To: Hani Securities (H.K.) Limited  
致：恒利證券(香港)有限公司

Rm.402, 4/F, Wing On House, 71 Des Voeux Road Central, Hong Kong.  
香港德輔道中七十一號永安集團大廈四樓四〇二室

(Registered with the Securities and Futures Commission ("SFC") as a securities dealer (CE No.: AAF432) and a member 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(牌照號碼：AAF432)及香港聯合交易所有限公司(「聯交所」)會員)。

I/We \_\_\_\_\_ request you to operate a cash securities trading account (the "Account") for me/us on the following terms and conditions:

本人 / 吾等(請填寫姓名/名稱)\_\_\_\_\_茲要求 閣下根據下列條款及條件為本人 / 吾等運作一個現金證券買賣戶口(「戶口」):

### 1 THE ACCOUNT 戶口

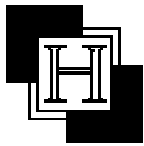
- 1.1 I/We confirm that the information provided in the Account Opening Information Form is complete and accurate. I/We will inform you of any changes to the information I/we have submitted to you. You are authorized to conduct credit enquiries on me/us to verify the information I/we have provided to you.  
本人 / 吾等確認「開戶資料表格」所載資料均屬完整及正確。倘該等資料有任何變更，本人 / 吾等將會通知 閣下。本人 / 吾等特此授權 閣下對本人 / 吾等的信用進行查詢，以核實上述表格所載資料。
- 1.2 You will keep information relating to my/our Account confidential. However, you may disclose such information to the Exchange and the SFC to comply with their requirements or requests for information or otherwise as required by law.  
閣下將會對本人 / 吾等戶口的有關資料予以保密，但 閣下可以根據聯交所及證監會的規定或應其要求或按法律規定，將該等資料提供予聯交所及證監會。

### 2 LAWS AND RULES 法例及規則

All transactions on securities which you effect on my/our instructions ("Transactions") shall be effected in accordance with all laws, rules and regulatory directions applying to you. This includes but not limited to the rules of the Exchange, Securities & Futures Ordinance CAP571, SFC Code of Conduct and of the Hong Kong Securities Clearing Company Limited (the "Clearing House"). All actions taken by you in accordance with such laws, rules and direction shall be binding on me/us.  
閣下按本人 / 吾等的指示而進行的一切證券交易(「交易」)，須根據適用於 閣下的一切法例、規則和監管指示的規定而進行。這方面的規定包括但不局限於聯交所證券及期貨條例第 571 章，證監會守則及香港中央結算有限公司(「中央結算公司」)的規則。 閣下根據該等法例、規則及指示而採取的所有行動均對本人 / 吾等具有約束力。

### 3 TRANSACTIONS 交易

- 3.1 You will act as my/our agent in effecting Transactions unless you indicate (in the contract note for the relevant Transaction or otherwise) that you are acting as principal.  
除 閣下(在有關交易的成交單或其它合約單據內)註明以自己本身名義進行交易外， 閣下將以本人 / 吾等的代理人身份進行交易。
- 3.2 You shall, as far as you consider practicable, sell and/or purchase securities in accordance with the instructions I/we have given you. However, you will have absolute discretion to accept or reject my/our purchase instructions.  
閣下應在認為切實可行的情況下，按照本人 / 吾等給予 閣下的指示賣出及 / 或買入證券，但 閣下有絕對酌情權決定接納或拒絕本人 / 吾等的買入證券指示。
- 3.3 I/We will immediately notify you of the same when I/we have placed a sale order relating to securities which I/we do not own ie.



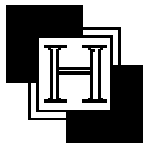
involves short selling.

倘沽盤是有關非由本人 / 吾等擁有的證券，即涉及賣空交易，本人 / 吾等將會立即通知閣下。

- 3.4 On all Transactions, I/we will pay your commissions and charges, as notified to me/us, as well as applicable levies imposed by the Exchange, and all applicable stamp duties. You may deduct such commissions, charges, levies and duties from the Account.  
本人 / 吾等會就所有交易支付閣下通知本人 / 吾等的佣金和收費，繳付聯交所徵收的適用徵費，並繳納所有有關的印花稅。閣下可以從戶口中扣除該等佣金、收費、徵費及稅項。
- 3.5 With respect to each Transaction, unless you are already holding cash or securities on my/our behalf to settle the Transaction or otherwise agreed between us, I/we will:  
就每一宗交易，除另有協議外，除非閣下已代本人 / 吾等持有現金或證券供交易交收之用，否則本人 / 吾等將會在閣下就該項交易通知本人 / 吾等的期限之前：
- pay you cleared funds or deliver to you securities in deliverable form; or  
向閣下交付可即時動用的資金或可以交付的證券；或
  - otherwise ensure that you have received such funds or securities; by such time as you have notified me/us in relation to that Transactions. If I/we fail to do so, you may:  
以其它方式確保閣下收到此等資金或證券。倘本人 / 吾等未能這樣做，閣下可以：
    - in the case of a purchase Transaction, sell the purchased securities; and  
(如屬買入交易)出售買入的證券；及
    - in the case of a sale Transaction, borrow and/or purchase securities in order to settle the Transaction.  
(如屬賣出交易)借入及 / 或買入證券以進行交易的交收。
- 3.6 I/We will be responsible to you for any losses and expenses resulting from my/our settlement failures.  
本人 / 吾等將會負擔閣下因本人 / 吾等未能進行交收而引起的任何損失及開支。
- 3.7 I/We agree to pay interest on all overdue balances (including interest arising after a judgment debt is obtained against me/us) at such rates and on such other terms as you have notified me/us from time to time.  
本人 / 吾等同意就所有逾期未付款項(包括對本人 / 吾等裁定的欠付債務所引起的利息)，按閣下不時通知本人 / 吾等的利率及其它條款支付利息。
- 3.8 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and you have to purchase securities to settle the Transaction, I/we shall not be responsible to you for the costs of such purchase.  
就買入交易而言，倘賣方經紀未能於交收日內交付證券，導致閣下須買入證券進行交收，本人 / 吾等毋須為買入該等證券的費用向閣下負責。
- 3.9 I/We hereby confirm that I/we have made my/our own judgments and decisions with respect to each Transaction without reliance on any information or suggestions rendered by any of your directors, officers, managers or agents; irrespective of whether or not such suggestions are given at my/our request. I/We further confirm that you shall have no liability whatsoever in respect of any such information or suggestions rendered.  
本人 / 吾等特此確認，本人 / 吾等是自行判斷及決定每一宗交易，未有倚賴閣下任何董事，高級人員，經理或代理人提供的任何資料或建議，而不論有關建議是否應本人 / 吾等的要求作出。本人 / 吾等進一步確認，閣下毋須就所提供的任何有關資料或建議承擔任何責任。
- 3.10 I/we hereby agree that I/we will comply with your credit and risk management policy and I/we shall not exceed the credit limit (if any) you may have allocated to my Account.  
本人 / 吾等同意本人 / 吾等將依從閣下的信用和風險管理政策，同時本人 / 吾等將不會超出閣下也許分配給我的帳戶的信用限額(如有的話)。

#### **4 INTERNET TRADING FACILITIES ("INTERNET TRADING SERVICE") 互聯網交易設施(「互聯網交易服務」)**

- 4.1 I/We acknowledge that the Internet Trading Service is a semi-automated facility which enable me/us to operate the Account, to give instructions to purchase, sell or otherwise deal with securities and to receive information services through the Hani Securities website on the Internet.  
本人 / 吾等確認互聯網交易服務是一項半自動的設施，使本人 / 吾等可透過互聯網上的恒利證券網站運作戶口，發出買入、賣出或以其它方式處理證券的指示及接收資訊服務。
- 4.2 Unless otherwise notified to you, I/we shall be the only authorized user of the Internet Trading Service. You may rely on any instructions which you receive from us via the Internet Trading Service and you are not required to verify the accuracy of any such instructions. I/We shall fully indemnify you on demand against all losses, damages, interests, costs, expenses, actions, demands, claims, proceeds whatsoever which you may incur, suffer or sustain as a result of or arise from your acceptance, reliance on or



acting upon these instructions.

除非另行向閣下發出通知，本人 / 吾等將是互聯網交易服務的唯一認可使用者。閣下可倚賴經互聯網交易服務從本人 / 吾等收到的任何指示，而毋須核實任何有關指示的準確性。本人 / 吾等須於被要求時，對閣下因接納或倚賴上述指示或按上述指示行事而招致，蒙受或承受的一切損失，損害賠償，利息，費用，開支，訴訟，要求，申索，法律程序，向閣下作出十足彌償。

4.3 I/We consent that instructions placed via the Internet Trading Service will not be valid until corresponding confirmation is received from you through the Internet or fax, confirming that you have received the instructions within 2 days from the giving of instructions by me/us.

本人 / 吾等同意，經互聯網交易服務發出的指示，將直至於本人 / 吾等發出指示起兩天內收到閣下透過互聯網或經傳真發出的相應確認，確認閣下已收到有關指示，方始生效。

4.4 I/We hereby undertake to inform you immediately if:

本人 / 吾等持此承諾於下列情況出現時即時告知閣下：

(a) an instruction in respect of the Account has been placed via the Internet Trading Service to which confirmation of receipt of such instruction or execution is not within 2 days of the despatch of the instruction;

就戶口經互聯網交易服務發出指示，但並未於發出指示起兩天內接獲認收有關指示或執行指示的通知；

(b) I/We have received acknowledgement of an instruction or execution of it which has not been given by me/us;

本人 / 吾等接獲並非由本人 / 吾等發出的指示或執行有關指示的確認；

(c) I/We have become aware of any unauthorized use of the Internet Trading Services in respect of the Account.

本人 / 吾等知悉任何人士未經認可就戶口使用互聯網交易服務。

4.5 I/We acknowledge that the Internet Trading Service, the Hani Securities website and those software or technology comprised in them, are proprietary to you. I/We hereby undertake that I/we shall not nor shall attempt to temper with, modify, decompile, reverse engineer or otherwise alter any part of them.

本人 / 吾等確認互聯網交易服務，恒利證券網站及其包括的軟件或技術，均屬閣下所有。本人 / 吾等特此承諾，本人 / 吾等不會亦不會嘗試篡改，更改，改編，仿製或以其它方式改動其任何部份。

4.6 I/We acknowledge that the Internet is, due to unpredictable traffic congestion and other reasons, less reliable medium of communication and that such unreliability is beyond your control. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of instructions and other information and that this may result in delays in the execution of instructions and/or the execution of instructions at prices different from those prevailing at the time the instructions were given. I/We further acknowledge and agree that there are risks of misunderstandings or errors in any communication and that such risks shall absolutely be borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an instruction after it has been given.

本人 / 吾等確認由於不可預測的通訊擁塞以及其它原因，互聯網是一種較不穩定的通訊媒介，其不穩定的情況是閣下控制範圍以外的。本人 / 吾等確認由於互聯網如上所述不可預到，在傳送和接收指示及其它資料時可能出現延誤，以致延遲執行指示及 / 或執行指示的價格與發出指示時的現行價格有所不同。本人 / 吾等進一步確認及同意，任何通訊均有產生誤會或錯誤的風險，而有關風險應完全由本人 / 吾等承擔。本人 / 吾等確認及同意，指示一經發出後，通常均不可能取消。

4.7 You shall not be responsible for delays in transmission, receipt or execution of any instructions due to either breakdown or failure of transmission of communication facilities or unreliable medium of communications to any other courses beyond your control.

因傳送或通訊設施損壞或故障或因通訊媒介在閣下控制範圍以外的任何其它不可靠情況，導致任何指示在傳送，接收或執行上出現延誤，閣下概毋須負責。

4.8 I/We acknowledge that the real time quote of stock prices available under the Internet Trading Service is provided by a third party provider appointed by you from time to time. I/We acknowledge that you shall not be responsible to me/us for any losses, costs, expenses, damages, or claims which I/we may suffer as a result of or in connection with or arising out of any aspect of such real time quote including my/our reliance on such quote.

本人 / 吾等確認互聯網交易服務的即時報價是由閣下不時委任的第三方供應商提供。本人 / 吾等確認本人 / 吾等因上述即時報價(包括本人 / 吾等倚賴有關報價)而蒙受的任何損失、費用、開支、損害賠償或申索，閣下一概毋須負責。

## 5 INSTRUCTIONS 指示

5.1 In operating the Account, I/we understand that I/we may give my/our instructions either by verbal communications, in writing or through the Internet Trading Service.

在運作戶口時，本人 / 吾等明白本人 / 吾等可藉口頭通知，書面形式或透過互聯網交易服務發出指示。

5.2 I hereby consent to use the Internet Trading Service as a medium to communicate or transmit any instructions with respect to the Account. If I/we experience any difficulty in communicating my/our instructions via the Internet Trading Service, I/we undertake



to communicate our instructions via the alternative methods set out in Clause 5.1 above. The risk of using the Internet Trading Service is duly noted by us as stated in clause 4.6, 4.7 & 4.8 above.

本人 / 吾等特此同意使用互聯網交易服務作為就戶口傳達或傳送任何指示的媒介。倘本人 / 吾等在經互聯網交易服務傳達本人 / 吾等的指示時遇到任何困難，本人 / 吾等承諾透過上文第 5.1 條載列的其它方法傳達本人 / 吾等的指示。本人 / 吾等已充份知悉上文第 4.6、4.7 及 4.8 條所述使用互聯網交易服務的風險。

## 6 SAFEKEEPING OF SECURITIES

### 證券的保管

6.1 Any securities which are held by you for safekeeping may, at your discretion (in the case of registrable securities) be registered in my/our name or in the name of your nominee, or be deposited in safe custody on a designated account with your bankers or with any other institution which provides facilities for the safe custody of documents. In the case of securities in Hong Kong, such institution shall be acceptable to the SFC as a provider of safe custody service.

自閣下寄存妥為保管的任何證券，閣下可以酌情決定，(如屬可註冊證券)以本人 / 吾等的名義或以閣下的代理人名義註冊；或存放於閣下往來銀行的一個指定帳戶或提供文件保管設施的任何其它機構，以妥為保管。如屬香港的證券，該機構應為證監會認可的提供保管服務機構。

6.2 Where securities are not registered in my/our name, any dividends or other benefits arising in respect of such securities shall, when received by you, be credited to my/our Account or paid or transferred to me/us, as agreed with you. Where the securities form part of a larger holding of identical securities held for your clients, I/we shall be entitled to the same share of the benefits arising on the holding as my/our share of the total holding.

倘證券未以本人 / 吾等的名義註冊，閣下於收到該等證券所獲派的任何股息或其它利益時，須按本人 / 吾等與閣下的協議記入本人 / 吾等的戶口或支付予或轉帳予本人 / 吾等。倘該等證券屬於閣下代客戶持有較大數量的同一證券的一部分，本人 / 吾等有權按本人 / 吾等佔總持有量的比例獲得該等證券的利益。

6.3 You do not have my/our written authority under section 81(3) of the Securities Ordinance to:

本人 / 吾等並無根據<證券條例>第 81(3)條以書面授權閣下：

- deposit any of my/our securities with a banking institution as collateral for an advance or loan made to you, or with the Clearing House as collateral for the discharge of your obligations under the clearing system  
將本人 / 吾等的任何證券存放在銀行業機構，作為閣下所獲墊支或貸款的低押品，或者存放在中央結算公司，作為履行閣下在結算系統下之責任的抵押品
- borrow or lend any of my/our securities  
借貸本人 / 吾等的任何證券
- otherwise part with possession (except to me/us or on my/our instructions) of any of my/our securities for any purpose.  
基於任何目的以其他方式放棄持有本人 / 吾等的任何證券(交由本人 / 吾等持有或按本人 / 吾等的指示除外)。

## 7 CASH HELD FOR ME/US

### 代本人 / 吾等保管的現金

Any cash held for me/us, other than cash received by you in respect of Transactions and which is on-paid for settlement purposes or to me/us, shall be credited to a client trust account maintained with a licensed bank as required by applicable laws from time to time. I/we agree that I/we will not receive any interest credit from the client trust account.

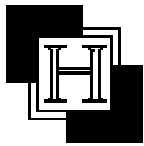
代本人 / 吾等保管的現金須依照適用法律不時的規定，存入於一家持牌銀行開立的一個客戶信託帳戶內，惟閣下就交易取得並須為交收而轉付予本人 / 吾等的現金除外。本人 / 吾等同意本人 / 吾等將不會從客戶信託戶口中收到任何利息。

## 8 RISK DISCLOSURE STATEMENT

### 風險披露聲明書

8.1 I/We acknowledge that the price of securities can and does fluctuate, and any individual security may experience upwards or downwards movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. I/We also acknowledge that there may be risks in leaving securities in your safekeeping. For example, if you are holding my/our securities and you become insolvent, I/we may experience significant delay in recovering the securities. These are risks that I/we are prepared to accept.

本人 / 吾等確認證券價格可能及必定會波動，任何個別證券的價格均可上升或下跌，甚至可能變成毫無價值。買賣證券不一定獲利，而且存在著可能招致損失的風險。本人 / 吾等並確認將證券交給閣下保管可能存在風險。例如當閣下持有本人 / 吾等的證券而閣下無力償債時，本人 / 吾等取回證券的時間可能會受到嚴重阻延。本人 / 吾等願意承擔此等風險。



## 9 EVENT OF DEFAULT 違約事件

9.1 The happening of any of the following events shall constitute an event of default ("Event of Default"):  
發生任何下列事件均構成違約事件(「違約事件」):

- (a) my/our failure to pay any purchase price or other payments under this Agreement when due;  
本人 / 吾等於到期時未有根據本協議書支付任何買入價或其他款項;
- (b) the filing of a petition in bankruptcy or winding-up or the commencement of other analogous proceedings against me/us;  
本人 / 吾等被入稟破產或清盤或面對其他相類似的法律程序;
- (c) the levying of attachment against the Account;  
戶口被實施扣押;
- (d) my/our default in the due performance or observance of any terms of this Agreement; or  
本人 / 吾等失責未有妥為履行或遵守本協議書任何條款; 或
- (e) any consent, authorization or board resolution required of me/us to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect.  
本人 / 吾等訂立本協議書須提供的任何同意、授權或董事會決議全部或部份被撤回、暫停、終止或不再具有十足效力及作用。

9.2 If an Event of Default occurs, without prejudice to any other rights or remedies that you may have against me/us and without further notice to me/us, you shall be entitled to (subject to all applicable laws):  
倘發生違約事件,在不影響閣下可針對本人 / 吾等行使的任何其他權利或補償以及不再另行通知本人 / 吾等的情况下,閣下有權(在所有適用法律制約下):

- (a) cancel any or all outstanding orders or any other commitments made on my/our behalf;  
取消代本人 / 吾等作出的任何或全部未履行的指令或任何其他承諾;
- (b) cover any short position in the Account through the purchase of securities or liquidate any long position in the Account through the sale of securities;  
在戶口空倉的情况下透過買入證券平倉或在戶口好倉的情况下透過賣出證券套現;
- (c) sell, dispose of or otherwise deal with in whatever manner any securities in the Account and any securities deposited by me/us with you.  
以任何方式賣出、處置或處理戶口內的任何證券及本人 / 吾等交閣下存放的任何證券。

## 10 GENERAL 一般規定

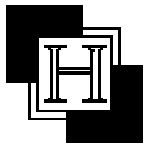
10.1 All securities held for my/our Account shall be subject to a general lien in your favor, for the performance of my/our obligations to you arising in respect of dealing in securities for me/us.  
所有本人 / 吾等戶口內的證券均受限於閣下的一般留置權,以確保本人 / 吾等履行對閣下代本人 / 吾等買賣證券而產生的責任。

10.2 If you fail to meet your obligations to me/us pursuant to this Agreement, I/we shall have a right to claim under the Compensation Fund established under the Securities Ordinance, subject to the terms of the Compensation Fund from time to time.  
倘閣下沒有依照本協議書的規定履行對本人 / 吾等的責任,本人 / 吾等有權向根據<證券條例>成立的賠償基金索償,惟須受賠償基金不時的條款制約。

10.3 You will notify me/us of material changes in respect of your business which may affect the services you provide to me/us.  
倘閣下的業務有重大變更,並且可能影響閣下為本人 / 吾等提供的服務,閣下將會通知本人 / 吾等。

10.4 I/We confirm that I/we have read and agree to the terms of this Agreement, which have been explained to me/us in a language that I/we understand.  
本人 / 吾等確認本人 / 吾等已詳閱並同意本協議書的條款,而且該等條款已經以本人 / 吾等明白的語言向本人 / 吾等解釋。

10.5 This Agreement is governed by, and may be enforced in accordance with, the laws of the Special Administrative Region of Hong Kong.  
本協議書受香港特別行政區法律管轄,並且可以根據香港特別行政區法律執行。



恒利證券(香港)有限公司

Hani Securities (H.K.) Limited

Hong Kong Exchanges and Clearing Limited Participant ID B01181 (Broker No. 0820, 0829)

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SIGNED by [Name] )  
簽署人 [姓名] )  
[for and on behalf of Client's name] )  
客戶代表之姓名 ) [Authorized Signature / Business Chop]  
in the presence of:- ) [授權簽名 / 公司印章]  
 ) [Date]  
 ) [日期]

[Witness name, address and occupation] )  
[見證人之姓名、地址及職業 ] )  
 ) [Authorized Signature / Business Chop e]  
 ) [授權簽名 / 公司印章]  
 ) [Date]  
 ) [日期]

ACKNOWLEDGED AND ACCEPTED BY )  
HANI SECURITIES (H.K.) LTD )  
經由恒利證券(香港)有限公司承認及接納 ) [Authorized Signature / Business Chop e]  
 ) [授權簽名 / 公司印章]  
 ) [Date]  
 ) [日期]

如中英文本有歧異，以英文本為準。