

**Zhong Jia Securities Limited**  
**中佳證券有限公司**

**Internet Securities Trading Agreement**  
**互聯網證券交易協議書**

Exchange Participant of the Stock Exchange of Hong Kong Limited  
香港聯合交易所之參與者

Licensed Corporation of 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: BHO840

THIS AGREEMENT is made the date stated in the Account Opening Application Form:

本協議書由以下雙方於開戶申請表格所列之日期訂立：

BETWEEN 訂約方

- (1) Zhong Jia Securities Limited (“the Company”), a company incorporated in Hong Kong with its registered office and principal business address at Room 9, 8/F, One Island South, 2 Heung Yip Street, Hong Kong and a licensed corporation [CE No. BHO840] for regulated activities in Type 1 (Dealing in securities) under the Securities and Futures Ordinance; and 中佳證券有限公司 (“本公司”)，為一間在香港註冊成立的公司，其註冊及主要營業地址為香港香葉道 2 號 One Island South 大廈 8 樓 9 室，並根據《證券及期貨條例》就受規管活動第一類（證券交易）獲發牌的持牌法團（中央編號 BHO840）；及
- (2) The party whose name, address and details are set out in the Account Opening Application Form (“Client”). 當事方（“客戶”），其名稱、地址和相關資料列於開戶申請表格中。

This Agreement is supplemental to the Client’s Agreement entered into by the Company and the Client (“Client Agreement(s)”) to which this Agreement is annexed whereby the Company agrees to provide to the Client with service in purchase and/or sale of Securities of every type and description through the internet (“Internet Securities Trading”) which enables the Client to give instructions through the internet (“Internet Securities Trading Instructions”) and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network (“Internet Securities Trading Service”).

本協議乃本公司與客戶所訂立客戶協議書（“客戶協議書”）之補充文件，藉此本公司同意向客戶提供服務，使客戶能夠透過電腦或電話傳輸方式，在相容的個人、家庭或小型電腦，包括能夠連接互聯網電訊網絡並帶解調器、終端機或網絡電腦等設備的互聯網儀器，於互聯網發出指示（“互聯網證券交易指示”）並於互聯網進行一切各式及各類證券的買入及/或賣出（“互聯網證券交易”），並獲取報價及其他資訊（“互聯網證券交易服務”）。

Now IT IS HEREBY AGREED as follows 合約雙方同意下列條款：

#### 4. Interpretation 釋義

- 1.1 The following expressions shall, unless the context requires otherwise, have the following meanings: 下列用語，除文意另有所指外，將作如下解釋：

“Login ID” means the Client’s identification, used in conjunction with the Password, to gain access to the Internet Securities Trading Service; 「登入號碼」指識別客戶身份的名稱，須配合密碼一起使用以接連有關互聯網證券交易服務；

“Information” means any transaction or market data, bid and ask quotations, news reports, third party analysts’ reports, research and other information relating to Securities and the Securities markets; 「資訊」指與證券及證券市場有關之任何交易或市場資料、買入及賣出價、新聞報導、第三者分析員的報告、研究資料及其他資訊；

“Password” means the Client’s password, used in conjunction with the Login ID, to gain access to the Internet Securities Trading Service. 「密碼」指客戶的密碼，須配合登入號碼一起使用以接連有關互聯網證券交易服務。

- 1.2 Terms defined in this Agreement have the same meanings as in the Client Agreement(s) unless stated otherwise. 本互聯網交易協議中的術語之含義與客戶協議書所界定者相同，另有特別聲明者除外。
- 1.3 References to “Instructions” in the Client Agreement(s) are deemed to include Internet

Securities Trading Instructions given by means of Internet Securities Trading Service. 客戶協議書中提及的「指示」將被視為包括通過互聯網證券交易服務發出的互聯網證券交易指示。

## 2. Client Identity / Ultimate Beneficiary 客戶身份／最終受益人

2.1 On the issuance by the Company to the Client of its Login ID and Password, the Internet Securities Trading Service shall be activated and the Company shall notify the Client. 當本公司向客戶發出登入號碼及密碼後，互聯網證券交易服務將被啟動，同時本公司將向客戶發出相應通知。

2.2 The Company is entitled to require the Client to place a cash and/or Securities deposit prior to execution of any Instructions as will be informed by the Company from time to time. 本公司有權要求客戶按本公司不時的通知，在執行其任何指示前存入現金及／或證券。

2.3 The Client hereby agrees that 客戶同意：

- (i) the Client shall use the Internet Securities Trading Service only in accordance with this Agreement, the Client Agreement(s) and the instructions and procedures as set out in the Company's instruction manual which is supplied to the Client from time to time; 將只按照本協議，客戶協議書及本公司不時提供客戶的用戶指南，所規定的各種指示及程序使用互聯網證券交易服務；
- (ii) the Client shall be the only authorized user of the Internet Securities Trading Service; 客戶本人是互聯網證券交易服務的唯一獲授權用戶；
- (iii) the Client shall be responsible for the confidentiality and use of its Login ID and Password; 客戶應對其登入號碼及密碼的保密及使用承擔責任；
- (iv) the Client shall be solely responsible for all Instructions entered through the Internet Securities Trading Service using its Login ID and Password and any Instructions so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received; 客戶應對利用登入號碼及密碼而透過互聯網證券交易服務所輸入的所有指示完全負責，本公司收到的任何指示將被視為由客戶於本公司收到的時間及以收到的形式發出；
- (v) the Client shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password, or the Internet Securities Trading Service or any Information; 客戶如發現登入號碼或密碼或互聯網證券交易服務或任何資訊有任何遺失，被竊或未經授權使用，客戶應立刻知會本公司；
- (vi) the Client shall immediately inform the Company if it becomes aware of any failure by the Client to receive a message that an order initiated by the Client through Internet Securities Trading Service has been received and executed through the Internet Securities Trading Service; 在客戶透過互聯網證券交易服務發出指示令後，若客戶獲悉其未能獲取顯示經已接獲及／或執行該指示之訊息，應隨即知會本公司；
- (vii) the Client shall provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept Internet Securities Trading communications from the Company at the e-mail address as the Client has specified; 客戶需向本公司提供客戶的電子郵件地址，及立刻通知本公司有關客戶的電子郵件地址的任何改動，並於客戶指定的電子郵件地址接收本公司的互聯網證券交易通訊；
- (viii) the Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Internet Securities

**Trading Services;** 本公司享有絕對的酌情權，對可透過互聯網證券交易服務發出的指示之種類及指示的價格範圍予以限制；

- (ix) the Client agrees to pay all subscription, service and user fees, if any, that the Company charges for the Internet Securities Trading Service and authorizes the Company to debit the Client's Account with the same; 客戶同意支付因本公司提供互聯網證券交易服務而須收取的所有訂購費、服務費及用戶費（如有的話），並授權本公司可從客戶帳戶中扣除該類款項；
- (x) that the Client shall be bound by any consent the Client gives through the Internet Securities Trading Service for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Internet Securities Trading Service; 客戶應受任何透過互聯網證券交易服務給予本公司，並同意本公司只通過互聯網證券交易服務來向其提供任何通知、結算單、交易確認及其他通訊之同意所約束；
- (xi) that the Client shall logoff the Internet Securities Trading Service immediately following the completion of each Internet Securities Trading Service session; 客戶在完成每次互聯網證券交易服務時段後，應立即登出互聯網證券交易服務系統；
- (xii) that the Client shall not use or permit the use of Information or any part thereof for any illegal purpose; and 客戶不得使用或容許使用資訊或其任何部分作任何非法用途；及
- (xiii) that the Client shall not disseminate Information to third parties, and shall solely use the Information or any part thereof for its own business. 客戶不得向第三者散播資訊，同時只容許客戶作本身的用途或在本身業務的正常過程中使用。

2.4 After giving Instructions by the Internet Securities Trading Service, the Client shall check via the Internet Securities Trading Service that the Instructions have been correctly acknowledged by the Company. 客戶通過互聯網證券交易服務發出指示後，應通過互聯網證券交易服務對所發出的指示是否已被本公司正確地確認作出檢查。

2.5 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may be possible to amend or cancel the Instructions after they have been given through the Internet Securities Trading Service and that the Instructions may only be amended or cancelled if they have not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instructions but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, there is no guarantee that the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original Instructions. 在不限制上述的概括性原則下，客戶確認並同意，一旦通過互聯網證券交易服務發出的指示，未必能夠修改或取消，及指示只有在尚未被本公司執行時方有可能修改或取消。在這種情況下，本公司將盡可能修改或取消指示，但是，儘管本公司已確認有關修改或取消指示，也並不能保證該修改或取消指示一定會發生。如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。

2.6 In the case the Internet Securities Trading Service is not available, the Client shall place the Instructions in accordance with the Clause 7.1 of the Client Agreement(s). 如果互聯網證券交易服務未能使用，客戶將根據客戶協議書第 7.1 條之規定發出指示。

2.7 Electric trading facilities are supported by computer-based component systems for the order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market,

the clearing house and/or participant firms. Such limits may vary and the Client should ask the firm with which the Client deals for details in this respect. 互聯網證券交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向為客戶進行交易的商號查詢這方面的詳情。

### 3. Authority 授權

- 3.1 The Company may convey Information to the Client by Internet Securities Trading Service. The Client may be charged a fee for Information the Company provides that has been obtained from exchanges, markets and from other third-parties that transmit Information (collectively referred to as "Information Providers"). 本公司可通過互聯網證券交易服務向客戶傳遞資訊，客戶可能會被收取從交易所、市場及其他傳輸資訊的第三方（統稱為“資訊供應者”）獲得並提供給客戶使用的資訊的一定費用。
- 3.2 Information is the property of the Company, Information Providers or others and is protected by copyright. The Client shall: 資訊乃是本公司、資訊供應者或其他人士的財產，受版權保護，客戶應：
- (i) not upload, post, reproduce or distribute any information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and 在未獲得這些權利擁有人的同意前，不得上載、貼上、複製或分發任何受版權或其他知識產權（以及公開權及私隱權）所保障的任何資訊、軟件或其他資料；及
  - (ii) not use Information or any part thereof other than for its own use or in the ordinary course of its own business. 不得將資訊或其中的任何部分用於並非其本身用途或並非其本身日常業務之用途。
- 3.3 The Client agrees not to 客戶同意不會：
- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s); 在未獲得本公司及有關資訊供應者的明確書面同意之前，以任何方式複製、再發、傳播、出售、分發、出版、廣播、傳閱或在商業用途利用資訊；
  - (ii) use Information for any unlawful purpose; and 將資訊用於任何非法目的；及
  - (iii) use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in Securities listed on the Exchange. 將資訊或其中的任何部份用於建立、維持或提供、或用於協助建立、維持或提供一個買賣在聯交所上市的證券的交易平台或交易服務。
- 3.4 The Client agrees to comply with reasonable written requests by the Company to protect Information Providers' and the Company's respective rights in Information and the Internet Securities Trading Service. 客戶同意將遵守本公司的合理書面要求，以保護資訊供應者及本公司各自在資訊及互聯網證券交易服務中的權利。
- 3.5 The Client shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of Information. 客戶將遵守本公司不時作出的有關允許使用資訊的合理指令。

- 3.6 The Client authorizes the Company to provide information on the Internet Securities Trading Service supplied to the Client hereunder to the HKEx Information Services Ltd. ("Information Services Ltd.") to enable the Company to comply with the license agreement between the Information Service Ltd. and the Company relating to market data-feeds. 客戶授權本公司將提供給客戶的互聯網證券交易服務資訊提供給香港聯合交易所資訊服務有限公司 ("資訊服務公司")，從而使本公司能夠遵守資訊服務公司與本公司簽訂的有關市場數據傳送專線許可證協議。
4. Intellectual Property Rights 知識產權
- 4.1 The Client acknowledges that the Internet Securities Trading Service, and any software comprised in it, is proprietary to the Company. 客戶確認，互聯網證券交易服務及其中包括的任何軟件乃屬本公司專有。
- 4.2 The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise after in any way, and shall not attempt to gain unauthorized access to, any part of the Internet Securities Trading Service or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate this Agreement if at any time the Client breaches, or if the Company at any time reasonably suspects that the Client has breached, this warranty and undertaking. 客戶保證並承諾，將不會以任何方式試圖篡改、修改、解編倒序制造、或以其他任何方式改動該等軟件，亦不會試圖在未經授權下接通互聯網證券交易服務或內里包含的軟件的任何部分、客戶同意，若客戶在任何時候違反了此保證及承諾，或若本公司在任何時候有合理理由懷疑客戶已違反了此保證及承諾，本公司將有權終止本協議。
- 4.3 The Client undertakes to notify the Company immediately if the Client becomes aware that any of the action described in Clause 4.2 hereinabove is being perpetrated by any other person. 客戶保證客戶知道有人作出上述 4.2 條款之行動時，會馬上通知本公司。
5. Instructions and Instructions Recording 指示及記錄指示
- 5.1 The Clients agrees, understands and acknowledges that the Company shall not be liable to the Client if the Client is not able to access the Account information or to request the Transactions given by Internet Securities Trading Instructions. 客戶明白、同意及確認本公司不會對客戶不能存取客戶之帳戶資料或不能透過互聯網證券交易指示進行交易而負責。
- 5.2 The Company, Associates, the Correspondent Agents and the Information Provides shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond then reasonable control including, without limitation: 本公司、聯營公司、業務代理以及資訊供應者對於難以合理控制的情況而使客戶遭受任何損失、開支、費用或責任概不負責，這些情況（包括但不限於）：
- (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, Internet Securities Trading or other systems that are not under their control; 通過不受本公司控制的電話、互聯網證券交易或其系統與本公司進行通訊往來的延誤、失靈或不準確；
  - (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers; 資訊供應者提供的股市研究、分析、市場數據及其他資訊的延誤、不準確、遺漏或缺乏；
  - (iii) unauthorized access to communications systems, including unauthorized use of the Client's Login ID(s), Password(s), and/or Account numbers; and 未經授權下進入通訊系統，包括未經授權下使用客戶的登入號碼、密碼、及／或帳戶號碼；及

- (iv) war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god. 戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所被關閉或中斷、惡劣的天氣情況及天災。

5.3 The Client agrees to defend, indemnify and hold the Company, Associates, the Correspondent Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from the Client's violation of the Client Agreement(s) and this Agreement, applicable securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement. 客戶同意，如因客戶違反客戶協議（包括本協議），適用的證券法例或規例、或任何第三者權利包括（但不限於）任何版權侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使本公司、聯營公司、業務代理及資訊供應者遭受的任何或所有索價、損失、責任、開支及費用（包括但不限於律師費），客戶將就此對其作出賠償，及保證本公司、聯營公司、業務代理及資訊供應者不會因此而招致任何損失，即使終止本協議，客戶在此的責任仍然有效。

5.4 The Client accepts that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omissions. 客戶接受，儘管本公司已盡力確保所提供資訊準確性，本公司並不能絕對保證這些資訊準確及可靠，及對於資訊出現任何不準確或遺漏而導致的任何損失或損害，本公司概不承擔責任（無論是從民事過失、合約或其他法律上）。

## 6. Laws and rules 法例及規例

If the Client places any Instructions to the Company outside Hong Kong, the Client agrees to ensure and represents that such Instructions will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's Instructions are given. The Client further agrees that when in doubt, the Client shall independently consult legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any Instructions and the Company shall not be liable for any of such cost. 倘客戶向本公司發出任何指示的地點為香港以外的地方，客戶同意確保及表明該等指示的發出將遵從於客戶發出指示的有關司法管轄區的任何及一切適用法律，而客戶更同意客戶遇有疑問時，應於有關司法管轄區諮詢或取得法律及獨立專業意見。客戶同意支付就有關任何指示可能須繳付稅項或收費，本公司並不須就該等費用負上任何責任。

## 7. Set-off and lien 抵銷及留置權

7.1 The Company reserves the right to terminate the Client's access to the Internet Securities Trading Service or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client's Login ID(s), Password(s) and/or Account number(s), breach of this Agreement or the Client's Agreement(s), discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the company and Information Providers. 本公司保留權利，並有絕對酌情權而毋須通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的登入號碼、密碼、及／或帳戶號碼，違反本協議或客戶協議，本公司取用繼續從任何資訊供應者獲得任何資訊、或本公司與資訊供應者之間的一項或多項協議被終止，終止客戶接達互聯網證券交易服務或其任何部分。

7.2 In the event of termination by the Company, the Information Providers, and the Company

shall have no liability to the Client, provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Internet Securities Trading Service not furnished to the Client as of the date of such termination. 若本公司終止互聯網證券交易服務，資訊供應者及本公司將毋須向客戶承擔任何責任，然而，若是在無任何理由終止服務，本公司應按比例向客戶退還其已為互聯網證券交易服務而支付，但由於終止服務日期起計尚未使用那一部分的費用。

## 8. Risk Disclosure Statement 風險披露聲明書

The Client hereby understands and acknowledges that:- 客戶明白確認： -

8.1 Due to unpredictable traffic congestion of the internet, an inherently unreliable medium of communication and that such unreliability is beyond the Company's control, there is a risk that communication over the internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by the Company to minimize this risk, the Company accepts no responsibility for any loss which may be incurred by the Client as a result of interruptions or delays or unauthorized access. The Client should not place any Instructions with the Company over the Internet if the Client is not prepared to accept such risk. 由於無法預計互聯網的通訊量，故屬一個存在不可靠因素的通訊媒介，而該等不可靠因素亦非本公司所能控制，互聯網的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然本公司採取措施將此一風險減至最低限度，但對於客戶因上述中斷、延誤或未經授權取得的結果而使客戶招致任何損失，本公司不承擔任何責任。倘若客戶不準備接受上述風險，客戶不應在互聯網向本公司作出任何指示。

8.2 Transactions through an Internet Securities Trading system may differ from transactions on other trading systems. If the Client undertakes Transactions on an Internet Securities Trading system, the Client will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that the Client's order is either not executed according to the Client's Instructions or is not executed at all. 透過某個互聯網證券交易系統進行交易、可能與透過其他互聯網證券交易系統進行交易有所不同。如果客戶透過某個互聯網證券交易系統進行交易，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致客戶的交易指示不能根據指示執行、甚至完全不獲執行。

8.3 While the Company, the Exchange, the Clearing House and all related parties endeavor to ensure the accuracy and reliability of the Information provided through the system, there is no guarantee that such Information is accurate and reliable and that the Company, the Exchange, the Clearing House and related parties do not accept the liability (whether in text or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions. 本公司、聯交所、中央結算及所有有關人士致力確保該系統所提供資料的準確性及可靠性，惟資料的準確性及可靠性並無保證，且本公司、聯交所、中央結算及所有有關人士概不須就任何因不準確或錯漏所產生的任何損失或損毀承擔任何責任（不論以文本或合約或其他形式）。

## 9. General 一般事項

9.1 Where any conflict arises between the Client Agreement(s) and the provisions of this Agreement, the provisions of the latter shall prevail. The Client hereby agrees, confirms and acknowledges that this Agreement forms an integral part of the Client Agreement(s). 如客戶協議與本協議之條款有任何衝突，以後者之條款為準。客戶在此同意、肯定、確認本協議為客戶協議組之一部份。

9.2 In the event of any dispute between the parties, the Client agrees that the records of the



Company (including Internet Securities Trading records) shall prevail. 倘若雙方出現任何爭議，客戶同意以本公司的記錄（包括互聯網證券交易記錄）為準。

9.3 The Company may change the terms in this Agreement from time to time by giving the Client reasonable notice in writing or via Internet Securities Trading Service. 本公司可不時修改本協議之條款，並會以書面方式或透過互聯網證券交易服務向客戶發出合理通知。

9.4 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires: 本協議標題之加入，只供參考及將不能影響本合同的結構及解釋。在協議中，除非內容另有指明外：

(i) words denoting the singular include the plural and vice versa; and 文字包括眾數及單數；及

(ii) words importing one gender include every gender. 文字包括所有性別。

#### 10. Governing Law 法律

This Agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement. 本協議受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的專屬司法管轄。