

東方滙財證券有限公司
ORIENT SECURITIES LIMITED

電子證券交易服務之補充協議
Supplemental Agreement For Electronic Securities Trading Services

戶口號碼

Account No.: _____

電郵地址

Email Address: _____

此補充協議於_____年_____月_____日訂立，協議一方為東方滙財證券有限公司（中央編號AFP038），註冊辦事處設於香港上環干諾道中168-200號信德中心招商局大廈31樓3101,17及18室（以下簡稱「東方滙財」），另一方的名稱、地址和身份（如文義允許，以下簡稱為「客戶」）載於客戶開戶資料文件。

THIS SUPPLEMENTAL AGREEMENT is made on the _____ day of _____, _____ between Orient Securities Limited (CE No. AFP038) of Rooms 3101, 17&18, 31/F, China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Sheung Wan, Hong Kong (hereinafter referred to as "OSL") of the one part and the party whose name, address and description are set out in the Account Opening Information statement hereto (where the context permits is hereinafter collectively called the "Client") of the other part.

鑒於

WHEREAS:

此補充協議是補充其依附的並為東方滙財與客戶簽訂的客戶協議。客戶明白東方滙財提供之電子證券交易服務乃自動化服務，使客戶能透過電子交易系統及配合互聯網發出買賣證券指示及其他處理證券戶口指示，客戶根據以下條款及條件並受此等條款及條件規限，同意開設及維持一電子證券交易戶口並透過東方滙財網上電子證券交易服務運作該戶口，以進行證券買賣：

This Supplemental Agreement for Electronic Securities Trading Services is supplemental to the Client Agreement entered into by OSL and the Client. The Client understands that the Electronic Securities Trading Services provided by OSL is an automated service which enables the Client to send electronic instructions to purchase, sell and otherwise deal with securities. The Client hereby agrees to open and maintain an electronic securities trading account with OSL, which enables the Client to use the aforesaid services and subject to the following terms and conditions:

雙方協議如下：

NOW IT IS HEREBY AGREED as follows:

1. 定義和詮釋 Definitions and Interpretation

1.1. 本補充協議中的術語之含義與客戶協議所界定者相同，另有特別聲明者除外。

Terms defined in this Supplemental Agreement have the same meaning as in the Client Agreement unless stated otherwise.

1.2. 本補充協議中，除非上下文另有要求，下列術語應具有如下定義：

In the Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

(a) 「電子證券交易服務」指由東方滙財或其他透過東方滙財提供服務的人士提供之流動電話/ 互動音頻電話/ 互聯網證券買賣服務，客戶可使用此電子交易服務透過東方滙財進行證券買賣交易，客戶可透過東方滙財之電子交易設施向東方滙財或其代理人發出有關證券買賣的電子指示；

"Electronic Securities Trading Services" means the Mobile Phone / Touch Tone / Internet Stock Trading service and facility provided by OSL or other service providers through OSL under this Supplemental Agreement which enables Client to trade securities through OSL and give electronic instructions to purchase, sell and otherwise deal with securities through Client's securities trading account maintained with OSL and/or its nominees or agents;

(b) 「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達有關電子證券交易服務；

"Login ID" means the Client's identifications, used in conjunction with the Password, to gain access to the Electronic Securities Trading Services;

(c) 「密碼」指客戶的登入密碼，須配合登入號碼一起使用以接達有關電子證券交易服務；

"Password" means the Client's password, used in conjunction with the Login ID, to gain access to the Electronic Securities Trading Services;

(d) 「接通代碼」指密碼及登入號碼；

"Access Codes" means together the Password and the Login ID;

1.3. 客戶協議中提及的「指示」將被視為包括通過電子證券交易服務發出的指示。

References to "Instructions" in the Client Agreement are deemed to include instructions given by means of the Electronic Securities

trading Services.

2. 電子證券交易服務的使用 Electronic Securities Trading Services

- 2.1. 當東方滙財向客戶發出登入號碼和密碼時，電子證券交易服務將被啟動，客戶在第一次接連電子證券交易服務時應立即更改密碼。

On the issuance by OSL to the Client of the Login ID and Password, the Electronic Securities Trading Services shall be activated and the Client is advisable to change the Password immediately after the Client has accessed the Electronic Securities Trading Services for the first time.

- 2.2. 東方滙財有權要求客戶按東方滙財不時的通知，在執行其任何指示前存入現金。

OSL is entitled to require the Client to place a cash deposit prior to execution of any instructions as will be informed by OSL from time to time.

- 2.3. 客戶同意：

The Client agrees:

- (a) 將只按照本補充協議、客戶協議及東方滙財不時規定的指示和程序使用電子證券交易服務；
the Client shall use the Electronic Securities Trading Services only in accordance with this Supplemental Agreement, the Client Agreement and the instructions and procedures to be required by OSL to the Client from time to time;
- (b) 客戶本人是電子證券交易服務的唯一授權用戶；
the Client shall be the only authorized user of the Electronic Securities Trading Services;
- (c) 客戶應對其登入號碼和密碼的保密及使用承擔責任；
the Client shall be responsible for the confidentiality and use of the Login ID and Password;
- (d) 客戶應對利用登入號碼和密碼而透過電子證券交易服務所輸入的所有指示完全負責，東方滙財收到的任何該等指示將被視為由客戶於東方滙財收到的時間及以收到的形式發出；
the Client shall be solely responsible for all instructions entered through the Electronic Securities Trading Services using the Login ID and Password and any instructions as received by OSL shall be deemed to be made by the Client at the time received by OSL in the form received.
- (e) 如果發現登入號碼或密碼有任何遺失、被竊或未經授權使用，應立即通知東方滙財；
the Client shall immediately inform OSL if the Client becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
- (f) 如果錯誤的登入號碼和密碼被輸入超過三次，東方滙財有權暫停提供電子證券交易服務；
OSL has the right to suspend the Electronic Securities Trading Services if an incorrect Login ID and Password are entered on more than 3 occasions;
- (g) 不可試圖篡改、修改、解編、倒序製造及以其他方法之改動電子證券交易服務之任何部份，並不可試圖在未獲授權下接連電子證券交易服務之任何部份；
the Client shall not attempt to tamper with, modify, decompile, reverse engineer and otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Securities Trading Services;
- (h) 客戶在完成每次電子證券交易後，應立即登出電子證券交易服務。
the Client shall logoff the Electronic Securities Trading Services immediately following the completion of each transaction.

- 2.4. 客戶同意在輸入每個指示之前會加以覆核，因為指示一經作出，便可能無法取消。

The Client agrees to review every instructions before entering it as it may not be possible to cancel the Client's Instruction once given.

- 2.5. 客戶須承認及同意：

The Client acknowledges and agrees:

- (a) 互聯網乃固有地不可靠的通訊媒介，亦非東方滙財所能控制。客戶更須承認由於這些不可靠因素，數據傳送、指示及其他資訊的接收時間有所延遲或耽誤，從而引致指示執行的拖延及/或在與給予指示時所不同的價格下執行指示；
the Internet is an inherently unreliable media of communication and such unreliability is beyond the control of OSL. The Client further acknowledges that, as a result of such unreliability, there may be time lag or delays in the transmission of data 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;
- (b) 透過電子證券交易服務進行之任何通訊會出現資料外洩、干擾、延遲、誤解或出錯之風險，而此等風險須由客戶絕對地承擔。
there are risks of leakage of information, interruption, delay, misunderstanding errors in any communication via the Electronic Securities Trading Services and that such risks shall be absolutely borne by the Client.

- 2.6. 如客戶於香港以外地透過電子證券交易服務發出任何指示，客戶同意確保及聲明在有關司法權區發出指示時會遵守該司法權區任何適用之法律。客戶進一步同意如出現疑問將徵詢有關司法權區法律顧問之意見。客戶同意支付就有關任何指示可能須繳付之稅項或收費，東方滙財並不須就該等費用負上任何責任。

If the Client places any Instructions with OSL outside Hong Kong via the Electronic Securities trading Services, the Client agrees to ensure and represent that such instructions will have been given in compliance with any applicable law of the relevant jurisdiction from which the Client's instruction are given. The Client further agrees that it will, when, in doubt, 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 that OSL shall not be liable for any of such costs.

- 2.7. 如果電子證券交易服務未能使用，客戶應根據客戶協議的條款之規定發出指示。
In case the Electronic Securities Trading Services is not available, the Client shall place its instructions in accordance with the terms and conditions under the Client Agreement.

3. 責任和賠償的限制 Limitation of Liability and Indemnification

- 3.1. 東方匯財、其業務代理、以及資訊供應者對由於難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概不負責，這些情況包括（但不限於）：
OSL, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including but without limitation:
- (a) 通過不受東方匯財控制的電子或其他系統與東方匯財進行通訊往來的延誤、失靈或不準確；
delays, failure or inaccuracies in transmission of communications to or from OSL through Electronic Securities Trading Services that are not under our control;
 - (b) 由東方匯財或其資訊供應者所提供的股市研究、分析、市場數據定以及其他資訊私延誤、不準確、遺漏或缺乏；
delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information provided by OSL or its Information Providers;
 - (c) 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、和/或戶口號碼；及
unauthorized access to communications systems, including unauthorized use of the Client Login ID, Password(s) and/or account numbers; and
 - (d) 戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。
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.
- 3.2. 客戶同意，如客戶違反了客戶協議（包括本補充協議）、適用的法例或規例、或任何第三方的權利，包括（但不限於）對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使東方匯財、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支和費用（包括但不限於律師費），客戶將就此對其作出賠償，及保證東方匯財、其業務代理及資訊供應者不會因此而招致任何損失。即使終止本補充協議，客戶在此的責任將仍然有效。
The Client agrees to defend, indemnify and hold OSL, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement (including this Supplemental Agreement), applicable 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 Supplemental Agreement.
- 3.3. 客戶接受，儘管東方匯財將盡力確保所提供的資訊的準確性和可靠性，東方匯財並不能絕對保證這些資訊準確和可靠，及由於資訊出現任何不準確或遺漏而導致客戶遭受的任何損失或損害，東方匯財概不承擔責任（無論是在民事之過失、合約或其他法律上的）。
The Client accepts that while OSL endeavours to ensure the accuracy and reliability of the Information provided, OSL 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 omission.

4. 電子證券交易服務之終止 Termination of Electronic Securities Trading Services

- 4.1. 東方匯財保留權利，並有絕對酌情權而無需通知及不受限制地，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、和 / 或戶口號碼、違反本補充協議或客戶協議、東方匯財未能繼續從任何資訊供應者獲得任何資訊、或東方匯財與資訊供應者之間的一個或多個協議被終止，終止客戶連接電子證券交易服務或其他任何部份。
OSL reserves the right to terminate the Client's access to the Internet to the Electronic Securities Trading Services 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 Login ID, password(s) and/or account number(s), breach of this Supplemental Agreement, the Client Agreement or discontinuance of OSL's access to any Information from any Information Provider or termination of one or more agreements between OSL and Information Providers.
- 4.2. 若東方匯財證券終止電子證券交易服務，資訊供應者及東方匯財證券將無需向客戶承擔任何責任。
In the event of termination by OSL, the Information Providers and OSL shall have no liability to the Client.

5. 風險披露 Risk Disclosure

- 5.1. 東方匯財要求客戶參閱客戶協議中所載的風險披露聲明。
OSL refers the Client to the Risk Disclosure Statements contained in the Client Agreement.
- 5.2. 客戶承認並接受倘若其透過電子證券交易服務進行交易，客戶將會承受系統相關的風險，包括硬件和軟件發生故障的風險。任何系統發生故障的後果可能使客戶的指示不能按其指示執行或根本沒有被執行。
The Client acknowledges and accepts that if he undertakes transactions on Electronic Securities Trading Services, he will be exposed to risks associated with the system including the failure of hardware and software, and that the result of any system failure may be that his instructions is either not executed according to his instructions or is not executed at all.
- 5.3. 客戶承認並接受，由於無法預計的通訊阻塞或其他原因，電子傳送不一定是一種可靠的通訊方法。通過電子證券交易服務進行的交易，在傳送和接收客戶指示或其他資料會出現延遲，在執行客戶指示時會出現延遲或以不同於客戶發出指示時的價格執行其指示，通訊設施亦會出現故障或中斷。客戶還需承擔通訊中之誤解或錯誤的風險，而指示發出後通常不可取消。
The Client acknowledges and accepts that due to unpredictable traffic congestion and other reasons, electronic transmission

may not be a reliable medium of communication, that transaction conducted via Electronic Securities Trading Services are subject to delays in transmission and receipt of his instructions or other information, delays in execution or execution of his instructions at prices different from those prevailing at the time his instructions were given, transmission interruption or blackout, that there are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an instruction after it has been given.

6. 一般事項 General

- 6.1. 倘若發生任何爭議，客戶同意以東方滙財的記錄（包括電子記錄）為準。
In the event of any dispute between the parties, the Client agrees that the records of OSL (including electronic records) shall prevail.
- 6.2. 本補充協議之任何條款及所有透過電子證券交易服務完成的交易適用香港特別行政區法律，各方當事人甘願受香港法院的非專屬司法管轄權管轄。
This Supplemental Agreement and all transactions effected through Electronic Securities Trading Services are governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 6.3. 東方滙財可不時修改本補充協議之條款，並會以書面方式或向客戶發出合理通知。
OSL may change the terms in this Supplemental Agreement from time to time by giving the client reasonable notice in writing.
- 6.4. 本補充協議的中文及英文如有義異，概以英文本為準。
In the event of discrepancy, the English version of this Supplemental Agreement prevails.

本補充協議於前述日期由雙方簽署，特此為證。

AS WITNESS the hands of the parties hereto the day and year first above written.

由客戶簽署 SIGNED by the Client)
)
在見證人見證下簽署)
in the presence of:)
)



客戶簽署 Client Signature
授權簽署/商業印鑑 Authorized Signature(s)/Business Chop

見證人姓名 Name of Witness:

由東方滙財證券有限公司)
之授權簽署人簽署)
SIGNED by an Authorized signatory)
for and on behalf of)
Orient Securities Limited)
)
)
)
)

For and on behalf of
Orient Securities Limited
東方滙財證券有限公司

授權簽署 Authorized Signature