

客戶號碼
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電子證券交易服務協議書

ELECTRONIC STOCK TRADING SERVICES AGREEMENT

Between

致富證券有限公司

CHIEF SECURITIES LIMITED

and

香港皇后大道中 88 號勵精中心 14-15 樓

14-15/F Regent Centre, 88 Queen's Road Central, Hong Kong

電話 Tel: 2500 9228 傳真 Fax: 2521 6893

網址 Website: www.chiefgroup.com 電郵地址 E-mail Address: Info@chiefgroup.com

電子證券交易服務協議書

Electronic Stock Trading Service Agreement

本協議於_____年_____月_____日由
下列雙方簽訂：

本人/吾等_____ (下稱
「客戶」)；及

致富證券有限公司(CE 編號：ADI983)，地址是香港皇后大道中 88 號
勵精中心 14-15 樓 (下稱「致富證券」)。

鑑於致富證券同意以本人/吾等之名義或代本人/吾等開立電子交易賬戶
(「賬戶」)及透過其所提供的電子交易服務運作此賬戶，以進行證券買賣；
本人/吾等同意，根據以下條款及條件，及本人/吾等與致富證券簽訂之
現金/保證金*客戶合約之條款及條件，及受此等條款及條件規限，運作
此賬戶:-

THIS AGREEMENT is made on the _____ day
of _____, _____ BETWEEN :

I/We _____
(hereinafter referred to as the "Client"); and

Chief Securities Limited (CE No. : ADI983) of 14-15 /F, Regent Centre,
88 Queen's Road, Central, Hong Kong. (hereinafter referred to as
"CHIEF")

In consideration of CHIEF agreeing to open an electronic trading account
(the "Accounts") and operating the Account through the electronic trading
services provided by CHIEF, in my/our name(s) or on my/our behalf for
the purpose of and in connection with the sale and purchase of securities,
I/We agree that the Account shall be operated in accordance with and
subject to the following terms and conditions and to the terms and
conditions of the **Cash*/ Margin***Client's Agreement signed between
CHIEF and I/we.

1. 定義及釋義

1.1 在本協議內，以下詞語具有以下涵義：

『致富』指致富證券，視文義而定。

『賬戶』指本人/吾等在致富證券開立之現金* / 保證金*
賬戶；

『接達代碼』指個人密碼及賬戶號碼；

『賬戶號碼』指客戶開立於致富證券交易戶口號碼，並須
連同個人密碼使用有關之電子交易服務；

『電子交易服務』指由致富提供之流動電話 / 互動音頻電
話/ 互聯網證券買賣訊息服務，客戶可使用此電子交易
服務透過致富進行證券買賣交易，本人/吾等可透過致富之
電子交易設施向致富發出有關證券買賣的電子指示；

『創業板上市規則』指香港聯合交易所有限公司創業板證
券上市規則。

『港交所』指香港交易及結算所有限公司。

『指示』指就進行買賣任何證券之任何指示以及查詢賬戶
內之結款或其他資訊。

『上市規則』指香港交易及結算所有限公司證券上市規則。

『私人密碼』指就有關之電子交易服務向致富發出指示而
使用之本人/吾等私人密碼，本人/吾等可隨時轉換該密碼。

2. 電子證券交易服務

2.1 本人/吾等明瞭，電子交易服務為一項透過流動電話 / 互
動音頻電話/互聯網運作之設施，令本人/吾等可以發出
指示，以及發出或獲取有關任何指示之其他資訊。

1. Definition and Construction

1.1 In this Agreement, the following terms shall bear the following meanings:
"Chief" means **Chief Securities Limited**, as the context so requires;
"Account" means my/our securities trading account maintained with
CHIEF;

"Access Code" means together the PIN and the Login in Account No.

"Account No" means the account number of the securities trading account
opened with CHIEF, used in conjunction with the PIN to gain access to
the CHIEF Services;

"Electronic Trading Services" means the Mobile Phone / Touch Tone /
Internet stock trading service and facility provided by CHIEF under this
Agreement which enables me/us to trade securities through CHIEF and
give electronic instructions to purchase, sell and otherwise deal with
securities through my/our securities trading account maintained with
CHIEF;

"GEM Listing Rules" means the Rules Governing the Listing of
Securities on the Growth Enterprise Market of the Stock Exchange;

"Hong Kong Exchange and Clearing Limited" means The Stock
Exchange of Hong Kong Limited;

"Instruction" means any instruction for the buying or selling of or
otherwise dealing in any Securities and any instruction to check the
portfolio and fund position in the Account;

"Listing Rules" means the Rules Governing the Listing of Securities on
the Stock Exchange;

"Password" means my/our personal identification number, which may be
changed by me/us at any time, used when instructing CHIEF in the
electronic trading services;

2. Electronic Trading Services

2.1 I/We understand that the Electronic Trading Services is a facility operated
through mobile phone, touch tone phone or internet, which enables me/us
to send instructions, and send or receive other information relating to any
instructions.

- 2.2 本人/吾等為賬戶項下電子交易服務之唯一獲授權用戶。本人/吾等須對私人密碼之保密及使用負責。本人/吾等承認及同意，本人/吾等須對使用私人密碼 / 接達密碼透過有關之電子交易服務而輸入之一切由**致富**所接受的指示負全責。**致富**之董事、高級人員、僱員或代理人，無須對本人/吾等，或因本人/吾等而引致提出索償之任何其他人士就處理或遺失任何指示所引致之任何索償而負責。
- 2.3 本人/吾等承認電子交易服務為**致富證券**專有。本人/吾等保證及承諾本人/吾等不得及不可試圖竄改、修改、解構、反向設計及/或以任何方式改動，以及不得或不可試圖未經許可而取用流動電話 / 互動音頻電話/接達互聯網證券交易服務之任何部份。本人/吾等同意，倘本人/吾等在任何時間違反本保證及承諾，或**致富**在任何時間有理由懷疑本人/吾等已違反本保證及承諾，則**致富**可對本人/吾等採取法律行動。本人/吾等承諾，倘本人/吾等知悉任何其他人士作出本段所述之任何行動者，須立即通知**致富**。
- 2.4 如本人/吾等未能履行此項責任，本人/吾等將不得要求**致富**負責，並須對**致富**因此而產生之直接或間接損失及費用作出全數彌償。本人/吾等知悉，**致富**為本人/吾等提供兩種接達戶口的途徑，包括互聯網及電話。本人/吾等同意，若本人/吾等透過任何一種方法與**致富**聯絡時出現任何問題，本人/吾等將利用另一種方法與**致富**聯絡，並通知**致富**本人/吾等所遇到的困難。
- 2.5 本人/吾等承認有關之電子交易服務所提供之報價服務，乃由**致富**不時委聘的第三者提供。本人/吾等同意**致富**無須就本人/吾等或任何其他人士因未能依賴有關之電子交易服務而讓本人/吾等獲取之任何證券之報價所蒙受之虧損負責。

- 2.2 I/We shall be the only authorised user of the electronic trading services under the Account. I/We shall be responsible for the confidentiality, use and application of the Password / Access Code. I/We acknowledge and agree that I/we shall be solely responsible for all Instructions entered through the electronic trading services using the Password as received by **Chief Securities Ltd** and neither **Chief Securities Ltd** nor **Chief Securities Ltd's** directors, officers, employees or agents shall have any liability to me/us, or to any other person whose claim may arise through me/us for any claims with respect to the handling or loss of any Instruction.
- 2.3 I/We acknowledge that the electronic trading service is proprietary to **CHIEF**. I/We warrant and undertake that I/we shall not, and/or shall not attempt to, tamper with, modify, decompile, reverse, engineer or otherwise alter in any way, and shall not, and/or shall not attempt to gain unauthorised access to, any part of the electronic trading services. I/We acknowledge that **Chief Securities Ltd** may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if **Chief Securities Ltd** at any time has reason to suspect that I/we have breached the same. I/We undertake to notify **Chief Securities Ltd** immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

In any event, **Chief Securities Ltd** shall not be liable for my/our failure in observing the aforesaid obligations and I/we shall fully indemnify **Chief Securities Ltd** in respect of any direct or indirect loss or cost of whatsoever nature that **Chief Securities Ltd** may suffer or incur as a result thereof. I/We acknowledge that **Chief Securities Ltd** offers me/us two ways of accessing the Account, through the electronic trading services and by telephone. I/We agree that, should I/we experience any problems in reaching **Chief Securities Ltd** through either method, I/we will use the alternative method to communicate with **Chief Securities Ltd** and inform **Chief Securities Ltd** of the difficulty I/we am/are experiencing.

- 2.5 I/We acknowledge that the real-time quote service and the message alert service (to receive message alert when the share prices of such securities as specified by me/us reach a preset target price) that may be available through the **CHIEF** Services is provided by a third party appointed by the **CHIEF** from time to time. I/We agree that **Chief Securities Ltd** shall not be responsible for any losses I/we or any other person may suffer from the failure of sending out the message alert and/or as a result of relying on any real time quote on prices of securities which may be available to me/us through the **CHIEF** Services.

3. 客戶須知

- 3.1 客戶享用此項電子交易服務時無須繳交任何月費或年費。惟**致富證券**保留徵收服務費用之權利。
- 3.2 就所有交易，本人/吾等同意應交付有關佣金和收費與**致富證券**和繳付聯交所徵收的適用徵費，並繳納所有有關的印花稅。**致富證券**可以從賬戶中扣除該等佣金、其他收費、徵費及稅項。

4. 指示

- 4.1 本人/吾等透過**致富證券**提供之電子交易設施向**致富證券**發出指示，**致富證券**須在認為合理切實可行範圍內，根據該等指示出售及/或購入證券，惟**致富證券**可自行酌情決定接納或拒絕任何指示。
- 4.2 本人/吾等明瞭，各參與證券交易所或協會宣稱其向發佈有關數據各方所提供之一切市場數據擁有專有權益。本人/吾等明瞭，概無一方擔保市場數據或任何其他市場資料之及時性、先後次序、準確性或完整性。因**致富**或任何發佈數據一方之任何合理行動，或任何不可抗力事件或任何**致富**不能控制或任何發佈數據一方不能合理控制之任何其他原因而造成有關任何數據、資料或訊息或其傳送或交

3. Important Notice to Client

- 3.1 There is no subscription fee/charge (neither monthly nor annually) for using this electronic trading service. However, **CHIEF** reserves the right to impose subscription fee/charge.
- 3.2 On all transactions, I/we agree to and will pay **CHIEF** commissions notified to me/us, as well as applicable levies imposed by the Stock Exchange, and all applicable stamp duties incurred. **CHIEF** may deduct such commissions, other charges, levies and duties from the Account.

4. Instruction

- 4.1 I/We shall submit my/our instructions to **CHIEF** through the electronic trading service provided by **CHIEF**. **CHIEF** shall so far as it considers reasonably practicable sell and/or purchase Securities in accordance with those instructions as received, provided always that **CHIEF** shall have an absolute discretion to accept or reject any Instructions.
- 4.2 I/We understand that each participating securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. I/We also understand that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market data or any other market information. Neither **Chief Securities Ltd** nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any

付出現偏差、錯誤、延誤或遺漏，或此等數據、訊息或資料不能履行或遭受干擾，**致富**或任何發佈數據一方均無須負責。

- 4.3 本人/吾等承認及同意，**致富**有決定權不執行任何指示，尤其是，但不限於，倘出現以下情況(如適用)
- (a) (i) 賬戶內並無足夠即兌款項；及/或
(ii) 賬戶內並無足夠證券；
以供有關交易結算之用，及/或
- (b) 有關指示所須之款額與執行所有其他尚未完成之指示所須款額之總和令賬戶之所須款額超出每日本人/吾等與**致富**先前議定的投資金額。

- 4.4 本人/吾等承認及同意鑑於可能出現未能預計之電子網路或流動通訊網絡或其他電訊網絡交通擠塞及其他理由，乃一個本質上不可靠之通訊媒介，而該不可靠性乃在**致富**控制範圍以外。本人/吾等承認，鑑於該不可靠性，**致富**電子交易服務負責在傳送及接收指示及其他資訊方面可能有所延遲、技術上的差誤及或傳送不完整，而導致指示被延遲執行及/或不完整地執行及/或指示執行時之市場價格有別於指示發出時之價格。本人/吾等進一步承認及同意任何通訊均有被誤解或出現錯誤或傳送不完整之風險，而該等風險須全部由本人/吾等承擔。本人/吾等承認及同意在發出指示後未必可取消該項指示。

5. 其他

- 5.1 本人/吾等同意，**致富**及其董事、高級職員、僱員及代理人，無須為任何延遲或未履行**致富**於本協議所載之義務，或於**致富**之董事、高級職員、僱員及代理人不能絕對控制之任何情況下，包括但不限於政府管制、交易所或市場裁決、暫停交易、電子或機械設備或通訊連繫失靈、電話或其他互連系統故障、電力供應故障、未經許可的存取、盜竊、戰爭(不論已宣戰與否)、惡劣天氣、地震及罷工所直接或間接造成之損失負上責任。
- 5.2 本人/吾等同意及確認在不依賴**致富**所提供之任何資料及/或建議之情況下，就每一項交易獨立作出本人/吾等之判斷及決定。**致富**無須就任何**致富**之董事、高級職員、僱員及代理人所提供之任何資料或建議(不論該等建議是否應本人/吾等之要求而提供)負上責任。
- 5.3 本協議之任何一方可隨時提出不少於一星期的事先書面通知對方終止本協議，惟於**致富**以書面通知本人/吾等(通知不能不合理地不予發出)，**致富**鑑於本人/吾等並無於賬戶中或於**致富**任何成員公司之其他賬戶中欠下款項而接納本人/吾等之終止通知之前，本協議不得被視作被本人/吾等終止。該通知不會影響**致富**於收到該書面通知前代表本人/吾等所訂立之任何交易，亦不會減損收到該通知前**致富**或本人/吾等之任何權利、權力或責任。
- 5.4 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。**致富**可就有關更改事先給予本人/吾等不少於一星期之書面通知下修改本協議的條款。茲並提醒本人/吾等於第 5.4 條項下終止本協議的權利。
- 5.5 通過**致富**電子交易服務交付予本人/吾等之通告及其他通

reasonable act of **Chief Securities Ltd** or any disseminating party, or the any force majeure event, or any other cause beyond **Chief Securities Ltd's** control or the reasonable control of any disseminating party.

- 4.3 I/We acknowledge and agree that **CHIEF** shall have full discretion not to execute any Instruction, in particular, but not limit to, if (as applicable):
- (a) (i) there are insufficient cleared funds in the Account(s); and/or
(ii) there are insufficient Securities in the Account(s);
for settlement of the relevant Instruction; and/or
- (b) the funds required for the relevant Instruction when aggregated with the funds required for the execution of all other outstanding Instructions render the Account(s) to exceed the day trade limit as agreed between **CHIEF** and me/us.

- 4.4 *I/We acknowledge and agree that the **CHIEF Services** is, due to unpredictable transmission congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond **Chief Securities Ltd's** control. I/We acknowledge that, as a result of such unreliability, there may be delays, technical errors and failure and/or incompleteness in the transmission and receipt of Instructions and other information and that this may result in delays, and/or incompleteness 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 misunderstanding or errors or incompleteness in any communication and that such risks shall be absolutely borne by me/us. I/We acknowledge and agree that it may not usually be possible to cancel an Instruction after it has been given.*

5. Others

- 5.1 I/We agree that **Chief Securities Ltd** and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of **Chief Securities Ltd's** obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which **Chief Securities Ltd**, its directors, officers, employees or agents do not have absolute control, including but not limited to government restriction, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, power supply problem, unauthorised access, theft, war (whether declared or not), severe weather, earthquakes and strikes.
- 5.2 I/We agree and acknowledge that I/we shall, independently and without reliance on any information and/or advice as provided by **Chief Securities Ltd**, make my/our own judgements and decisions with respect to each transaction. **Chief Securities Ltd** shall be under no liability whatsoever in respect of any information or suggestion rendered by any of its directors, officers, employees or agents irrespective of whether or not such suggestion was given at my/our request.
- 5.3 This Agreement may be terminated at any time by not less than one week's prior written notice given by either party to this Agreement provided that this Agreement shall not be deemed to be terminated by me/us until **Chief Securities Ltd** has advised me/us in writing (which notice may not be unreasonably withheld) that **Chief Securities Ltd** accepts my/our termination notice on the basis that I/we do not have any outstanding balances in the Account or the other accounts with any member of the **Chief Securities Ltd** Group. Such notice shall not affect any Transaction entered into by **Chief Securities Ltd** on my/our behalf prior to **Chief Securities Ltd's** receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of **Chief Securities Ltd** or me/us prior to such receipt.
- 5.4 This Agreement is governed by, and may be enforced in accordance with the laws of the Special Administrative Region of Hong Kong. **Chief Securities Ltd** may amend the terms of this Agreement by giving me/us not less than one week prior notice of the change in writing. I/We am/are hereby reminded of my/our right to terminate this Agreement under clause 5.4.
- 5.5 Notices and other communications delivered to me/us through the **Chief** electronic trading services shall be deemed to have been personally

訊，將在其發出時視作當面交付予本人/吾等。

delivered to me/us when it is sent.

5.6 本人/吾等發出之任何指示將會在**致富**就本人/吾等發出之任何指示向本人/吾等發出有關該項指示之確認訊息後被**致富**視為有效及確定無疑的電子紀錄。

5.6 Instructions sent by me/us will be treated as a valid and final electronic record by **Chief Securities Ltd** upon **Chief Securities Ltd** has sent an acknowledgement of receipt of the Instruction to me/us.

5.7 本人/吾等確認本人/吾等其代表人已詳閱本協議之中/英文本，其中內容亦全部以本人/吾等明白之語言，向本人/吾等其代表人解釋清楚，而本人/吾等亦接受本協議之中文及英文稿本有矛盾之處，應以英文稿本為準。

5.7 I/We confirm that I/we or my/our representative have/has read the English or Chinese version of this Agreement and that the contents of this Agreement have been fully explained to me/us/the representative in a language which I/we/he understand(s), and that I/we accept each of the terms and conditions of this Agreement. In the event of any conflict between any provisions of the English version and the Chinese version of the Agreement, the English version prevails.

6. 本人/吾等謹此聲明

6. I/We Declare

6.1 本人/吾等同意在任何情況下，除非由於**致富**之嚴重疏忽或故意失誤所致(視屬何情況而定)，否則彼等均不會就此服務負任何責任，包括但不限於：

6.1 I/We agree that **Chief Securities Ltd** shall not have any liability or responsibility of whatsoever nature in respect of the electronic trading services under any circumstances, unless the aforesaid is directly caused by the gross negligence or willful default of **Chief Securities Ltd**, as the case may be, including but without limitation,

(a) 在本人/吾等之通訊設備傳送及/或接收資料出現失敗或延誤；

(a) any failure or delay in transmission of information to and/or from my/our telecommunication equipment;

(b) 處理本人/吾等就此服務而作出之要求或提示及/或應本人/吾等之要求或指示作出回覆時出現失敗或延誤；

(b) any failure or delay in the processing of my/our requests or instructions and/or the returning of the responses to my/our requests or instructions executed using the electronic trading services;

(c) 該等要求或回覆 (或泛指該等資料或有關傳送) 之任何錯誤或不正確；

(c) any error or inaccuracy in such requests, responses, or generally such information or the transmission thereof;

(d) 任何超逾**致富**合理控制範圍內所引致之後果。

(d) any consequences arising from any cause beyond the reasonable control of **Chief Securities Ltd**.

6.2 本人/吾等進一步承認及同意，作為發出指示而使用服務之一項附帶條件，倘出現以下情況，本人/吾等有基本責任須立即致電本人/吾等之賬戶經紀或**致富**之客戶服務熱線通知**致富**：

6.4 I/We hereby declare and confirm that I/we understand and agree that, in addition to the terms and conditions applicable to and governing the use of the electronic trading services, it is my/our primary responsibility to immediately contact **Chief Securities Ltd** through my/our respective account executive or the hotline of the electronic services by telephone in the event that,

(a) 有關賬戶之指示已透過服務發出，但本人/吾等在**致富**所指定之時間內尚未接獲有關該項指示之確認或有關該項乃錯誤指示之信息；

(a) I/We do not receive any response of whatsoever nature to any request or Instruction that I/we have executed on any one or more of my/our account(s) maintained with the same using the electronic trading services within the designated time (as shall be specified by **Chief Securities Ltd** from time to time) of the execution of such requests or instructions to confirm the status of the related transactions; or

(b) 本人/吾等已接獲本人/吾等並無發出指示之交易之確認 (不論以複印文本、電子或口頭方式) 或任何相類抵觸者；

(b) I/We have received a confirmation (no matter by means of hard copies, electronic means or verbal confirmation) relating to any instructions or request not given by me/us; or such confirmation being inconsistent with the instructions and/or request given by me/us; or

(c) 本人/吾等知悉私人密碼出現任何未經許可之使用情況。

(c) I/We become aware that the Password has been used by any person except me/us.

如本人/吾等未能履行此項責任，本人/吾等將不得要求**致富**負責，並須對**致富**因此而產生之直接或間接損失及費用作出全數彌償。

In any event, **Chief Securities Ltd** shall not be liable for my/our failure in observing the aforesaid obligations and I/we shall fully indemnify **Chief Securities Ltd** in respect of any direct or indirect loss or cost of whatsoever nature that **Chief Securities Ltd** may suffer or incur as a result thereof.

6.3 本人/吾等明白及承認除非經過司法程序證明錯誤之處，**致富**確認收到本人/吾等發出之任何指示及發出給本人/吾等之任何回覆之記錄均屬有約束力及確定無疑。

6.3 I/We understand and acknowledge that **Chief Securities Ltd**'s records on requests and instructions actually received and responses actually sent by the same shall be binding, final and conclusive unless and until the contrary is judicially established.

6.4 本人/吾等聲明本協議內所提供之資料均屬真實、完整及正確，本協議內之聲明及陳述均為準確。**致富**有權完全依賴

6.4 I/We hereby declare and represent that the information and representation provided and/or made by us/me in this Agreement is true, complete and correct, and that **Chief Securities Ltd** is entitled to reply fully on such

該聲明及陳述，及有關資料作任何用途。本人/吾等授權**致富**在任何時間聯絡任何人，包括本人/吾等之銀行、經紀或任何信貸代理，以查證本協議內所提供之資料。本人/吾等確認閱覽及明白所有流動電話 / 互動音頻電話/互聯網股票買賣服務的條款及所有前述的條款並同意遵守。倘多於一人簽署或同意受此條款約束，則其按此條款所須負責的責任乃屬聯同及個別承擔者。又按文義所需，單數詞和句當包括眾數用。根據此條款發給其他任何一人的通告，得視為對其全體的有效通知。

- 6.5 本人知悉在金融市場投資具一定風險，投資工具價格可升可跌。

information and representations for all purposes, unless Chief Securities Ltd receive notice in writing of any change. **Chief Securities Ltd** is authorized at any time to contact anyone, including my/our banks, brokers or any credit agency, for purposes of verifying the information provided in this Agreement. Where I/we comprises more than one person, the agreement and liabilities of such persons therein contained or implied are joint and several and, as the content may require, words and phrases herein denoting the singular include the plural. Any notice hereunder to any one such person shall be deemed effective notice to all such persons.

- 6.5 I understand that there is inherent risk in investing in the financial market, the price of investment instrument may experience upward or downward movements.

附錄

Appendix

開戶資料表格

ACCOUNT OPENING INFORMATION FORM

(電子證券交易帳戶 Electronic Stock Trading Account)

(see attached form)