

期貨期權電子交易服務協議書

FUTURES AND OPTIONS ELECTRONIC TRADING SERVICES AGREEMENT

This Futures and Options Electronic Trading Services Agreement is supplemental to the Client Account Agreement entered into by the Company and the Customer to which this Futures and Options Trading Services Agreement is annexed whereby the Company agrees to provide to the Customer Electronic Trading Services which enable the Customer to give electronic Instructions and to obtain quotations and other information via computer or telephone transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to telecommunication network (“**Electronic Trading Services**”). Where any conflict arises between the Client Account Agreement and the provisions of this Futures and Options Electronic Trading Services Agreement, the provision of the latter shall prevail.

本期貨期權電子交易服務協議書乃本公司與客戶所訂立客戶帳戶協議書之補充文件，並從屬於該協議，據此，本公司同意向客戶提供電子交易服務，令客戶可透過使用相容之個人、家庭或小型商業電腦，包括裝有解調器之互聯網設備、可接駁電訊網絡之終端機或網絡電腦，以電腦或電話傳遞方式發出電子指示並獲取報價及其他資訊（「電子交易服務」）。假如客戶帳戶協議書與本協議書條文出現任何抵觸，概以後者之條文為準。

1 Interpretation

1.1 Terms defined in this Agreement have the same meanings as in the Client Account Agreement unless stated otherwise.

1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:

“**Login ID**” means the Customer’s identification, used in conjunction with the Password, to gain access to the Electronic Trading Services;

“**Information**” means any transaction or market data, bid and ask quotations, news reports, third party analysis’ reports, research and other information relating to financial futures contract and the futures markets;

“**Password**” means the Customer’s password, used in conjunction with the Login ID, to gain access to the Electronic Trading Services.

1.3 References to “Instructions” in the Client Account Agreement are deemed to include electronic Instructions given by means of Electronic Trading Services.

2 Using Electronic Trading Services

2.1 On the issuance by the Company to the Customer of its Login ID and Password, the Electronic Trading Services shall be activated and the Company shall notify the Customer.

2.2 The Company is entitled to require the Customer 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.

1 釋義

1.1 除非另作說明，否則本協議書所界定之詞彙與客戶帳戶協議書之詞彙具有相同意義。

1.2 除文義另有規定者外，以下詞彙具有下述意義：

「接達代碼」指客戶之身份識別碼，與密碼一起使用，以取用電子交易服務；

「資訊」指與金融期貨合約及期貨市場有關之任何交易或市場數據、賣出及買入報價、新聞報導、第三者分析報告、研究資料及其他資訊；

「密碼」指客戶之密碼，與接達代碼一起使用，以取用電子交易服務。

1.3 於客戶帳戶協議內提述之「指示」乃視作包括以電子交易服務方式發出之電子指示。

2 使用電子交易服務

2.1 當本公司向客戶發出接達代碼及密碼後，客戶可使用電子交易服務，而本公司將知會客戶。

2.2 本公司有權於執行任何指示之前，要求客戶按本公司不時通知之方式存放現金及／或證券作為按金。

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| <p>2.3 The Customer agrees:</p> <p>(i) that it shall use the Electronic Trading Services only in accordance with this Futures and Options Electronic Trading Services Agreement, the Client Account Agreement and the instructions and procedures as set out by the Company for the Customer to follow from time to time;</p> <p>(ii) that it shall be the only authorized user of the Electronic Trading Services;</p> <p>(iii) that it shall be responsible for the confidentiality and use of its Login ID and Password.</p> <p>(iv) that it shall be solely responsible for all Instructions entered through the Electronic Trading Services using its Login ID and Password and any Instructions so received by the Company shall be deemed to be made by the Customer at the time received by the Company and in the form received;</p> <p>(v) that it shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;</p> <p>(vi) that the Company has the right to suspend the Electronic Trading Services if an incorrect Login ID and Password are entered on more than 5 occasions;</p> <p>(vii) that 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 Electronic Trading Services;</p> <p>(viii) that the Customer agrees to pay all subscription, service and user fees, if any, that the Company charges for the Electronic Trading Services and authorizes the Company to debit the Customer's Account with the same;</p> <p>I(x) that it shall be bound by any consent the Customer gives through the Electronic Trading Services for the Company to provide any notices, statements, trade confirmations and other communications to the Customer solely through Electronic Trading Services; and</p> <p>(x) that it shall logoff the Electronic</p> | <p>2.3 客戶同意</p> <p>(i) 只會根據本期貨期權電子交易服務協議書、客戶帳戶協議書及本公司不時要求客戶依循之指示及程序而使用電子交易服務；</p> <p>(ii) 彼乃電子交易服務之唯一獲授權使用者；</p> <p>(iii) 彼乃負責接達代碼及密碼之保密及使用；</p> <p>(iv) 彼須就使用其接達代碼及密碼透過電子交易服務輸入之所有指示承擔全部責任，本公司接獲之任何指示，乃視作於本公司接獲時以本公司所接獲方式由客戶發出；</p> <p>(v) 倘若獲悉其接達代碼或密碼已遺失、遭偷取或擅用，須立即知會本公司；</p> <p>(vi) 倘若輸入不正確之接達代碼及密碼超過 5 次，本公司有權暫停提供電子交易服務；</p> <p>(vii) 本公司可全權就可透過電子交易服務發出之指令類別、指令價格範圍施加限制；</p> <p>(viii) 支付本公司就電子交易服務所收取之一切訂用、服務及使用費（如有），並授權本公司於客戶戶口內扣除該等款項；</p> <p>(ix) 客戶如透過電子交易服務同意本公司單獨以電子交易服務方式向客戶發出任何通告、結單、買賣確認書及其他通訊，則須受此項同意之約束；及</p> <p>(x) 彼須於每次電子交易服務完成後立即退</p> |
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Trading Services immediately following the completion of each Electronic Trading Services Session.

出登錄電子交易服務。

2.4 After the giving of an Instruction via the Electronic Trading Services, the Customer shall check via the Electronic Trading Services that its Instruction has been correctly acknowledged by the Company.

2.4 於透過電子交易服務發出指示後，客戶須透過電子交易服務查看其指示是否已獲本公司妥為認收。

2.5 Without limiting the generality of the foregoing, the Customer acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given through the Electronic Trading Services and that an instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction 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 Customer shall remain liable for the original Instruction.

2.5 在不局限上文之一般性原則下，客戶承認及同意，透過電子交易服務發出之指示或不能修訂或取消指示，但儘管本公司已認收有關修訂或取消之消息，亦不能保證必定可作出修訂或取消。假如未能作出修訂或取消，客戶仍須對原有指示承擔責任。

2.6 The Customer agrees that, in case the Electronic Trading Services is not available, the Customer shall place its Instructions to our company either in person or by telephone.

2.6 客戶同意倘若電子交易系統未能提供服務，客戶則須親身或透過電話向本公司發出指示。

3 Provision of Information

3 資訊之提供

3.1 The Company may convey Information to the Customer by Electronic Trading Services. The Customer may be charged a fee for Information the Company provides that has been obtained from any markets and from other third-parties that transmit information (collectively referred to as the “**Information Providers**”).

3.1 本公司可透過電子交易服務向客戶傳遞資訊。客戶或需就本公司所提供取自任何市場及傳送資訊之其他第三者（統稱為「資訊供應商」）之資訊而繳付費用。

3.2 The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Customer shall:

3.2 資訊乃本公司、資訊供應商或其他人士之財產，受版權保障。客戶不得：

(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

(i) 未經版權擁有人許可，上載、張貼、複製或分派受版權或其他知識產權（包括公開資料及保持私隱之權利）保障之任何資訊、軟件或其他材料；及

(ii) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

(ii) 於其本身用途或其通常業務運作範圍以外使用該等資訊或其任何部分。

3.3 The Customer agrees not to;

3.3 客戶同意：

(i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without

(i) 未經本公司及有關資訊供應以書面明示同意，不得複製、再傳送、傳播、出售、分派、刊登、廣播、傳閱或使用該等資訊作任何商業用途。

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| | the express written consent of the Company and the relevant Information Provide(s); | | 作任何商業用途； |
| | (ii) use the Information for any unlawful purpose; | (ii) | 不得使用該等資訊作非法用途； |
| | (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 futures listed on the HKFE. | (iii) | 不得使用該等資訊或其任何部分以建立、維持或提供或協助建立、維持或提供買賣於香港期交所掛牌之期貨之交易場所或買賣服務。 |
| 3.4 | The Customer agrees to comply with reasonable written requests by the Company to protect the Information Providers' and the Company's respective rights in the information and the Electronic Trading Services. | 3.4 | 客戶同意遵從本公司為保障資訊供應商及本公司在資訊及電子交易服務各自之權利而提出之合理書面要求。 |
| 3.5 | The Customer shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information. | 3.5 | 客戶須遵從本公司不時發出有關獲准使用資訊之合理指示。 |
| 4 | Intellectual Property Rights | 4 | 知識產權 |
| 4.1 | The Customer acknowledges that the Electronic Trading Services, and any software comprised in it, is proprietary to the company. The Customer warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Trading Services or any of the software comprised in it. The Customer agrees that the Company shall be entitled to terminate this Electronic Trading Services Agreement if at any time the customer breaches, or if the Company at any time reasonably suspects that the Customer has breached, this warranty and undertaking. | 4.1 | 客戶承認，電子交易服務及所包括之任何軟件乃屬本公司專有。客戶保證及承諾，彼不得及不得試圖竄改、修改、解編、反編程破壞、策劃或以任何其他方式予以改動，亦不得試圖未經授權進入電子交易服務之任何部分或所包括之任何軟件。客戶同意，倘若於任何時候客戶違反或本公司於任何時候合理懷疑客戶已違反此項保證及承諾，本公司有權終止本電子交易服務協議書。 |
| 5 | Limitation of Liability and Indemnification | 5 | 法律責任及彌補之上限 |
| 5.1 | The Company, Associates, its agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Customer resulting from circumstances beyond their reasonable control including, without limitation: | 5.1 | 本公司、聯絡人士、其代理人及資訊供應商無須就因超出彼等合理控制範圍之情況（包括但不限於以下各項）而令客戶蒙受之任何損失、費用、開支或負債承擔責任： |
| | (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, electronic or other systems that are not under our control; | (i) | 透過電話、電子或其他不受本公司控制之系統向本公司傳送之通訊出現延誤、故障及不準確情況； |
| | (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by Information Providers; | (ii) | 由資訊供應商提供之研究、分析、市場數據及其他資訊出現延誤、不準確、遺漏或無法取用之情況； |

- (iii) unauthorized access to communication systems, including unauthorized use of the Customer access number(s), password(s) and/or account numbers; and
- (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.

5.2 The Customer agrees to defend, indemnify and hold the Company, its Associates, its agents and the Information Providers harmless from and against any and all claims, losses, liability cost and expense (including but not limited to attorney's fees) arising from the Customer's violation of the Client Account Agreement (including this Electronic Trading Services Agreement), applicable futures laws or regulations, or any third party's right, 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 Electronic Trading Services Agreement.

5.3 The Customer accepts that while the Company endeavours to ensure the accuracy and reliability of the information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether I tort, contract or otherwise) for any loss or damage from any inaccuracies or omission.

6 Termination of Electronic Trading Services

6.1 The Company reserves the right to terminate the Customer's access to the Electronic 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 Customer's Login ID, Password and/or account number(s), breach of this Electronic Trading Services Agreement or the Client Account Agreement, 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.

6.2 In the event of termination by the Company, the Information Providers, and the Company shall have no liability to the Customer; 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 Customer for the portion of the Electronic Trading Services not furnished to the Customer as of the date of such termination.

- (iii) 被未經授權進入通訊系統，包括未經授權使用客戶上網號碼、密碼及／或戶口號碼；及

- (iv) 爆發戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所關閉或正常買賣受干擾、天氣情況惡劣及天災。

5.2 客戶同意，就因客戶違反客戶帳戶協議書（包括本電子交易服務協議書）、適用之期貨法例或規定或任何第三者權利（包括網上交易協議）、適用之期貨法例或任何第三者權利（包括但不限於侵犯任何版權、違反任何所有權權利及侵犯任何私隱權）而引致之任何及所有索償、損失、負債、費用及開支（包括但不限於律師費），本公司、其相應代理人及資訊供應商作出答辯、彌補及令彼等不受損害而承擔責任（不論屬侵權行為，合約或其他責任）。

5.3 客戶承認，儘管本公司已盡力確保所提供資訊可靠，但本公司不能擔保其準確性，故此不會就因任何不確或遺漏而引致之損失或損害而承擔責任（不論屬侵權行為、合約或其他責任）。

6 電子交易服務之終止

6.1 本公司保留權利，可因以下任何理由，在無須通知及不受限制下全權決定終止客戶取用電子交易服務或其任何部分、該等理由包括但不限於被擅自使用客戶之接達代碼、密碼及／或戶口號碼，違反本電子交易服務協議書或客戶帳戶協議書，本公司取用資訊供應商之任何資訊中斷，或本公司與資訊供應商之間之一項或多項協議被終止。

6.2 假如終止乃由本公司或資訊供應商提出，本公司無須向客戶承擔責任，但倘若在並無任何理由下終止有關服務，本公司須按比例退還客戶就計至終止之日尚未提供之該部分電子交易服務已繳付之任何費用。

7 General

- 7.1 In the event of any dispute between the parties, the Customer agrees that the records of the Company (including electronic records) shall prevail.
- 7.2 The Company may change the terms in this Electronic Trading Services Agreement from time to time by giving the Customer reasonable notice in writing or via Electronic Trading Services.

8 Risk Disclosure

If you undertake Financial Futures transactions via Electronic Trading Services, you will be exposed to risks associated with the Electronic Trading Services system including the failure of hardware and software, and the result of any system failure may be that your order is either not executed according to your Instructions or is not executed at all;

Due to unpredictable traffic congestion and other reasons, 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 its Instruction at prices different from those prevailing at the time your instruction were given, transmission interruption or blackout. 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. The Company accepts no responsibility of any loss which may be incurred by the Customer as a result of such interruptions or delays or access by third parties. You should not place any Instruction with us via Electronic Trading Services if you are not prepared to accept the risk of such interruptions or delays; and

Markets data and other information made available to the Customer through our Electronic Trading Services may be obtained by the Company from third parties. While the company believes such market data or information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

7 一般事項

- 7.1 假若雙方出現任何爭議，客戶同意以本公司之記錄（包括電子記錄為準）。
- 7.2 本公司可透過向客戶發出合理書面通知或透過電子交易服務，不時更改本電子交易服務協議書之條款。

8 風險披露

如果你透過電子交易服務進行買賣，你便須承受該電子交易服務系統帶來的風險，包括有關系統硬體和軟件可能會失靈的風險。系統失靈可能會導致你的買賣不能根據指示執行，甚或完全不獲執行；

由於未可預計的交通擠塞和其他原因，電子交易服務可能並不可靠的，及存在通過電子交易服務進行的交易在傳輸和接收你的指示或其他資訊過程中可能會被耽誤、延遲執行你的指示或有關指示以有別於你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。在通訊過程中也存在誤解或錯誤的風險，以及在發出了指示後，通常也不一定可以取消。由於此類中斷、耽誤或被第三方進入而使客戶遭受的任何損失，本公司概不承擔責任。如果你不準備接受此類中斷或耽誤引致的風險，你不應透過電子交易服務來作出任何指示；及

通過電子交易服務向你提供的市場數據和其他資訊可能是本公司從第三者獲得的。雖然本公司相信這些數據和資訊是可靠的，但本公司或該等第三者都不會保證這些數據和資訊的準確性、完整性和即時性。