

# 聯發證券有限公司

## LUEN FAT SECURITIES COMPANY LIMITED

[www.luenfat.com.hk](http://www.luenfat.com.hk)

(Registered with the Securities and Futures Commission as a Licensed Corporation (CE No.AAG378) and an Exchange Participant (No.B01320) of The Stock Exchange of Hong Kong Limited.)

(為證券及期貨事務監察委員會註冊的持牌法團(中央編號 CE No.AAG378)及香港聯合交易所有限公司參與者編號(B01320) )

### Electronic Stock Trading Service Agreement

#### 電子證券交易服務協議

To : LUEN FAT SECURITIES COMPANY LIMITED  
致： 聯發證券有限公司  
Units 603-5, 6<sup>th</sup> Floor, FWD Financial Centre,  
308 Des Voeux Road Central, Sheung Wan, Hong Kong  
香港上環德輔道中 308 號富衛金融中心 6 樓 603-5 室

Account No: 賬戶號碼	Date: 日期
Account Name: 客戶姓名	

THIS Electronic Stock Trading Service Agreement is supplemental to the Securities Trading Agreement/Margin Trading Agreement entered into by Luen Fat Securities Company Limited (“ Luen Fat” )(CE No. AAG378) and me/us, to which this Electronic Stock Trading Service Agreement is annexed whereby Luen Fat agrees to provide to me/us Electronic Stock Trading Service which enables me/us to give electronic instructions and to obtain quotation and other information through internet that can connect to a telecommunication network (“ Electronic Trading Service” ). Where any conflict arises between this Electronic Stock Trading Service Agreement and the Securities Trading Agreement/Margin Trading Agreement, the provision of the latter shall prevail.

本電子證券交易服務協議是附屬於聯發證券有限公司(以下稱「聯發」)(CE 編號：AAG378)，及本人/吾等簽訂的現金/保證金客戶協議，作為現金/保證金客戶協議的補充。聯發同意向本人/吾等提供電子證券交易服務(以下稱電子交易服務)以便本人/吾等可透過互聯網絡發出電子指示並取得報價和其他資訊。若電子證券交易服務協議的條款與現金/保證金客戶協議的條文有任何衝突，概以後者的條文為準。

#### 1. Using Electronic Trading Service

##### 使用電子交易服務

1.1 I/We understand that the Electronic Trading Service is a facility operated through internet, which enables me/us to send instructions, and send or receive other information relating to any instructions.

本人/吾等明瞭，電子交易服務為一項透過互聯網絡運作之設施，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。

1.2 I/We shall be the only authorised user of the Electronic Trading Service 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 Service using the password as received by Luen Fat and neither Luen Fat nor Luen Fat’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.

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聯發所接受的指示負全責。聯發之董事、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。

1.3 I/We acknowledge that the Electronic Trading Service is proprietary to Luen Fat. I/We warrant and undertake that I/We shall not, and/or shall not attempt to, tamper with, modify, de-compile, 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 Luen Fat may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if Luen Fat at any time has reason to suspect that I/we have breached the same. I/We undertake to notify Luen Fat 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, Luen Fat shall not be liable for my/our failure in observing the aforesaid obligations and I/we shall fully indemnify Luen Fat in respect of any direct or indirect loss or cost of whatsoever nature that Luen Fat may suffer or incur as a result thereof.

本人/吾等承認電子交易服務為聯發專有。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電子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，或聯發在任何時間有理由懷疑本人/吾等已違反本保證及承諾，則聯發可對本人/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，須立即通知聯發。如本人/吾等未能履行此項責任，本人/吾等將不得要求聯發負責，並須對聯發因此而產生之直接或間接損失及費用作出全數彌償。

1.4 I/We acknowledge that Luen Fat offers me/us an alternative way of accessing the Account by telephone. I/We agree that, should I/we experience any problems in reaching Luen Fat through Electronic Trading Service, I/we will use the alternative method (i.e. Telephone) to communicate with Luen Fat and inform Luen Fat of the difficulty I/we am/are experiencing.

本人/吾等知悉，聯發為本人/吾等提供另一種接達戶口的途徑—電話。本人/吾等同意，若本人/吾等透過電子交易服務與聯發聯絡時出現任何問題，本人/吾等將利用另一種方法(即電話)與聯發聯絡，並通知聯發本人/吾等所遇到的困難。

1.5 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 Luen Fat's Service is provided by a third party appointed by the Luen Fat from time to time. I/We agree to pay fee for the Information. The Information is the property of Luen Fat, the Information Providers or others and is protected by copyright. I/We shall not use the Information or any part thereof other than for my/our own use or in the ordinary course of my/our own business. I/We agree that Luen Fat shall not be responsible for any losses I/we or any other person may suffer for 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 Luen Fat's

## Service.

本人/吾等承認聯發所提供之資訊報價服務及到價提示服務，乃由聯發不時委聘的第三者提供。本人/吾等須就此資訊報價服務支付費用。資訊報價服務屬聯發、資訊提供者或其他人士的財產，且受版權保護。本人/吾等除自用或在自己業務的正常過程中使用此資訊外，不得在其他方面使用此資訊或其任何部分。本人/吾等同意聯發無須就本人/吾等或任何其他人士因到價提示服務未能發出及/或因依賴聯發所提供的資訊報價服務，而蒙受之任何損失負責。

## 2 Instruction

### 指示

2.1 I/We shall submit my/our instructions to Luen Fat through the electronic trading service provided by Luen Fat. Luen Fat shall so far as it considers reasonably practicable sell and/or purchase securities in accordance with those instructions as received, provided always that Luen Fat shall have an absolute discretion to accept or reject any instructions.

本人/吾等透過聯發提供之電子交易設施向聯發發出指示，聯發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，惟聯發可自行酌情決定接納或拒絕任何指示。

2.2 I/We acknowledge and agree that Luen Fat shall have full discretion not to execute any instruction, in particular, but not limit to, if (as applicable):

本人/吾等承認及同意，聯發有權決定不執行任何指示，尤其是，但不限於，倘出現以下情況(如適用)

(a) (i) there are insufficient cleared funds in the Account(s); and/or

賬戶內並無足夠即兌款項；及/或

(ii) there are insufficient Securities in the Account(s);

賬戶內並無足夠證券；

for settlement of the relevant instruction; and/or

以供有關交易結算之用，及/或

(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 Luen Fat and me/us.

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/吾等與聯發先前議定的投資金額。

2.3 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 service, it is my/our primary responsibility to immediately contact Luen Fat through my/our respective account executive or

the hotline of the electronic service by telephone in the event that,

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/吾等有基本責任必須立即致電本人/吾等之賬戶經紀或聯發之客戶服務熱線通知聯發：

(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 Luen Fat from time to time) of the execution of such requests or instructions to confirm the status of the related transactions; or

有關賬戶之指示已透過電子交易服務發出，但本人/吾等在聯發所指定之時間內尚未接獲有關該項指示的執行的任何性質的回應，以確認有關交易之狀況；

(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

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）或該確認與本人/吾等的指示並不相符者；

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

本人/吾等知悉私人密碼出現任何未經許可之使用情況。

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

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

2.4 I/We undertake to fully indemnify and save Luen Fat harmless from all losses, costs, fee, damages, expenses, claims, suits and liabilities whatsoever that Luen Fat may suffer, incur or be under or that may be brought against Luen Fat, in any way relating to or arising out of Luen Fat acting upon, delaying in acting upon or refusing to act upon any of my /our verbal, telephone or facsimile instructions (including but not limited to any instruction of purchases & sales, settlement, transfer, deposit or withdrawal of securities and/or monies) or any unauthorized instruction that was not given by me/us.

本人/吾等承諾賠償聯發所有關於或因處理、延緩處理或拒絕處理本人/吾等的口頭、電話或圖文傳真指示（包括但不限於任何證券買賣、交收、過戶、存款/存入股票或提款/提取股票的指示），或因該指示並非由本人/吾等正式授權發出，而引致的損失、費用、收費、損害、支出、索償及其他責任及保證聯發不會因此承受任何損失。

2.5 I/We understand and acknowledge that Luen Fat's records on requests and instructions actually received and responses actually sent by the same (including E-mail, Facsimile and/or Telephone Confirmation) shall be binding final and conclusive unless and until the contrary is judicially established.

本人/吾等明白及承認除非經過司法程序證明錯誤之處，聯發確認收到本人/吾等發出之任何指示及發出給本人/吾等之任何回覆(包括利用電郵、傳真或電話)之記錄均屬有約束力及確定無疑。

**2.6 I/We acknowledge and agree that the electronic trading service is, due to unpredictable transmission congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the control of Luen Fat. 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 further acknowledge and agree that it may not usually be possible to cancel an instruction after it has been given.**

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，電子交易服務乃一個本質上不可靠之通訊媒介，而該不可靠性乃在聯發控制範圍以外。本人/吾等承認，鑑於該不可靠性，聯發電子交易服務在傳送及接收指示及其他資訊方面可能出現延遲、技術上的差誤及或傳送不完整的情況，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/吾等亦承認及同意在發出指示後未必可取消該項指示。

### 3. Non – Hong Kong Residents or Corporations

非香港居民或公司

3.1 If I/We (or being a corporation incorporated outside Hong Kong) reside or give instructions outside Hong Kong, I/we agree to ensure and represent that such instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to me/us or from which my/our instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction.

若本人/吾等(或本法團乃海外註冊公司)於本港以外之地方居住或發出指示，本人/吾等同意確保及聲明該指示為符合本人/吾等發出指示當地之有關司法管轄區之適用法律，如有任何疑問，需向該有關司法管轄區諮詢及聽取法律意見。

3.2 I/We agree to pay any taxes, duties, impositions or charges payable to the relevant authorities in respect of my/our residing or the giving of any Instructions outside Hong Kong and the execution of my/our Instructions.

本人/吾等同意就本人/吾等於香港以外居住而發出的任何指示及為其執行若須向該有關當局繳交任何稅額、稅項、徵稅或費用，一概由本人/吾等負責。

#### 4. Termination of the Electronic Trading Service

終止電子證券交易服務

4.1 Luen fat may block access to the use of any part of the Electronic Trading Service without prior notice in the event that:-

在下列情況下，聯發可毋須事前通知而停止客戶使用聯發之電子交易服務

(a) Luen fat elect at their discretion to discontinue such Service on a temporary or permanent basis;  
or

聯發酌情決定暫時或永久中斷此項服務；或

(b) I/We breach this Agreement.

本人/吾等違反本協議條款。

4.2 I/we may, subject to satisfaction and discharge of my/our indebtedness, liability or other obligation to Luen Fat, close my/our Account at any time by giving Luen Fat not less than 3 business days' prior written notice.

本人/吾等在清償及解除本人/吾等對聯發的債項、負債或其他債務責任之情況下，本人/吾等可向聯發發出不少於三個工作天事先書面通知，然後終止戶口。

4.3 Closing any account or terminating any services will not affect the rights and obligations of either party incurred prior thereto.

終止戶口或停止任何服務不會影響任何一方先前因此而產生的權利及責任。

4.4 Any termination of the Service or this Agreement shall not affect any transactions entered into or prejudice or affect any rights, powers duties and obligations of either party accrued prior to the termination.

任何在終止前訂立的交易或任何一方在終止前取得之權利、權力、職責及責任，均不應因任何服務或本協議之終止而受影響或妨礙。

#### 5. Responsibilities, Limitation of Liability and Indemnity

法律責任和彌償限制

5.1 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 Luen Fat 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 reasonable act of Luen Fat or any disseminating party, or the any force majeure event, or any other cause beyond Luen Fat' s control or the reasonable control of any disseminating party.

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。因聯發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聯發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， 聯發或任何發佈數據一方均無須負責。

5.2 I/We agree that Luen Fat and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of Luen Fat's obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which Luen Fat, 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, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

本人/吾等同意，聯發及其董事、高級職員、僱員及代理人，無須為任何延遲或未履行聯發於本協議所載之義務，或於聯發之董事、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。

5.3 I/We agree and acknowledge that I/we shall, independently and without reliance on any information and/or advice as provided by Luen Fat, make my/our own judgements and decisions with respect to each transaction. Luen Fat 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.

本人/吾等同意及確認在不依賴聯發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。聯發無須就任何聯發之董事、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。

5.4 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.

本協議書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，得視為對其全體有的

效通知。

5.5 I/We confirm that I/we have read the English or Chinese version of this Agreement and contents of which have been fully understood 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.

本人/吾等確認本人/吾等已詳閱本協議之中/英文本，對本協議的內容亦全部明白並同意接受本協議中所有條款及細則，而本人/吾等亦接受若本協議之中文及英文稿本有衝突之處，應以英文稿本為準。

## 6 Governing Law

### 管轄法律

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocable submit themselves of the Hong Kong Special Administrative Region.

本協議書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司法管轄。

IN WITNESS WHEREOF

I/We hereto set my/our hands and affix my/our firm chop/our common seal hereto this

day of 20 .

見證本協議，本人/吾等於二零 年 月 日在此簽署及蓋上商號印章。



**Individual / Joint Account Holder(s) / Sole Proprietor / Partnership (Sign with Chop of Firm)**

**個人 / 聯名客戶 / 獨資公司 / 合夥公司 (請蓋商號印章)**

SIGNED by the Client: )

客戶簽署: )



\_\_\_\_\_) )  
(Name of Client) (I.D. Card/Passport No.)  
(客戶姓名) (身份證/護照號碼)

\_\_\_\_\_) )  
(Name of Client) (I.D. Card/Passport No.)  
(客戶姓名) (身份證/護照號碼)

**(Email Address of Client) \*Compulsory\***  
**(客戶電郵地址) \*本欄必須填寫\***

in the presence of :-

見證於

\_\_\_\_\_  
Witness Signature

見證人簽署

Witness Name

見證人姓名: \_\_\_\_\_

Witness Occupation

見證人職業: \_\_\_\_\_

Witness Address

見證人地址: \_\_\_\_\_

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**ACCEPTED AND CONFIRMED BY LUEN FAT SECURITIES COMPANY LIMITED**

**聯發證券有限公司接受及確認**

SIGNED by )

簽署由 )

For and on behalf of

LUEN FAT SECURITIES CO. LTD.

\_\_\_\_\_) )  
Authorized Signature(s)

**Company / Corporate Account Holder (Sign with Signature Chop)**

公司 / 法團 (請附加公司 / 法團簽名印章)

SIGNED by )  
簽署 : )



\_\_\_\_\_) )  
(Director' s Name) (I.D. Card/Passport No.) )  
(董事姓名) (身份證/護照號碼) )

and \_\_\_\_\_) )  
(Director' s Name) (I.D. Card/Passport No.) )  
(董事姓名) (身份證/護照號碼) )

two of its directors for and on behalf of )  
兩位該公司/法團董事代表 )

\_\_\_\_\_) )  
(Name of Client' s Company 客戶公司名稱) )

\_\_\_\_\_) )  
**(Email Address of Client' s Company) \*Compulsory\***  
**(客戶公司電郵地址) \*本欄必須填寫\***

in the presence of : - )  
見證於 )

\_\_\_\_\_  
Witness Signature  
見證人簽署

Witness Name Witness Occupation  
見證人姓名 : \_\_\_\_\_ 見證人職業 : \_\_\_\_\_

Witness Address  
見證人地址 : \_\_\_\_\_

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聯發證券有限公司接受及確認

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簽署由 ) LUEN FAT SECURITIES CO. LTD.  
)  
)  
)  
) \_\_\_\_\_  
Authorized Signature(s)