

客戶號碼
ACCOUNT NO

--	--	--	--	--	--

電子證券交易服務協議書

ELECTRONIC STOCK TRADING SERVICES AGREEMENT

Between

美建證券有限公司

UPBEST SECURITIES COMPANY LIMITED

(The company is registered as an Investments Advisor
and Securities Dealer under CE No. ACR387)

and

香港德輔道中 300-302 號華傑商業中心 2 樓
2/F., Wah Kit Commercial Centre, 300-302 Des Voeux Road Central, Hong Kong
電話 Tel: (852) 2545 3298 傳真 Fax: (852) 2545 9279
網址 Website: www.upbest.com 電郵地址 E-mail Address: Info@upbest.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

美建證券有限公司 (CE 編號: ACR387), 地址是香港德輔道中300-302 號華傑商業中心 2 字樓 (下稱「美建」)。

鑑於美建同意以本人/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/吾等與美建簽訂之現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:-

1. 定義及釋義

1.1 在本協議內, 以下詞語具有以下涵義:

- 『美建』指美建證券有限公司, 視文義而定。
- 『接達代碼』指個人密碼及賬戶號碼;
- 『賬戶』指本人/吾等在美建開立之現金/保證金賬戶;
- 『賬戶號碼』指客戶開立於美建證券交易戶口號碼, 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』指由美建提供之流動電話/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美建進行證券買賣交易, 本人/吾等可透過美建之電子交易設施向美建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』指香港交易所及結算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美建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。

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

I/We

(hereinafter referred to as the “Client”); and

Upbest Securities Company Limited (CE No.: ACR387) of 2/F, Wah Kit Commercial Centre, 300-302 Des Voeux Road, Central, Hong Kong. (hereinafter referred to as “UPBEST”)

In consideration of UPBEST agreeing to open an electronic trading account (the “Account”) and operating the Account through the electronic trading services provided by UPBEST, 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 Client's Agreement signed between UPBEST and I/we.

1. Definition and Construction

1.1 In this Agreement, the following terms shall bear the following meanings:

- “UPBEST” means Upbest Securities Company Limited, as the context so requires;
- “Access Code” means together the PIN and the Login Account No.
- “Account” means my/our securities trading account maintained with UPBEST;
- “Account No” means the account number of the securities trading account opened with UPBEST, used in conjunction with the PIN to gain access to the UPBEST Services;
- “Electronic Trading Services” means the Mobile Phone/Touch Tone/Internet stock trading service and facility provided by UPBEST under this Agreement which enables me/us to trade securities through UPBEST and give electronic instructions to purchase, sell and otherwise deal with securities through my/our securities trading account maintained with UPBEST;
- “GEM Listing Rules” means the Rules Governing the Listing of Securities on the Growth Enterprise Market of the Stock Exchange;
- “HKEC” means The Hong Kong Exchanges and Clearing 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 UPBEST in the electronic trading services.

2. 電子交易服務

- 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。本人/吾等承認有關賬戶之指示透過電子交易服務出現延誤，美建無需證明、聲明或保證此電子交易服務是不受病毒或其他破壞特徵而不利地影響本人/吾等之硬體、軟體、或本身之電子交易服務。
- 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應小心注意及負責。在任何時間及情況下，本人/吾等不應向任何人士透露私人密碼。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美建所接受的指示負全責。美建之董事、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未能處理任何指示所引致之任何索償而負責。本人/吾等承認美建無須對其他人士負責，祇是根據通常商業慣例及程序在其單獨意見指示下進行實際及合理操作，以及美建酌情考慮拒絕或延遲執行指示，無須對其他人士負責。
- 2.3 本人/吾等承認電子交易服務為美建證券保留專有。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/接達互聯網絡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，或美建在任何時間有理由懷疑本人/吾等已違反本保證及承諾，則美建可對本人/吾等採取法律行動或停止使用電子交易服務。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，須立即通知美建。
- 2.4 如本人/吾等未能履行此項責任，本人/吾等不得要求美建負責，並須對美建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，美建為本人/吾等提供兩種接達戶口的途徑，包括互聯網絡及電話及關於由或連接任和無授權使用的電子交易服務而導致的任何結果。本人/吾等同意，若本人/吾等透過任何一種方法與美建聯絡時出現任何問題，本人/吾等將利用另一種方法與美建聯絡，並通知美建本人/吾等所遇到的困難。

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. I/We acknowledge that there may be a time lag in transmission of Instructions through the Electronic Trading Services, and UPBEST does not warrant, represent or guarantee the Electronic Trading Services is free from virus or other destructive features which may adversely affect my/our hardware, software, or equipment and/or the Electronic Trading Services itself
- 2.2 I/We shall be the only authorized user of the Electronic Trading Services under the Account. I/We shall act in faith, use reasonable care and diligence, and be solely responsible for maintaining the confidentiality of, using and applying the Password/Access Code. At no time and under no circumstances shall I/we disclose the Password/Access Code to any other person. 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 UPBEST and neither UPBEST nor UPBEST's sectors, 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 execution of or the failure to execute any Instruction. I/We acknowledge that UPBEST will, without any liability to any other person(s), only act on an Instruction insofar as it is in its sole opinion practicable and reasonable to do so and in accordance with its regular business practice and procedures, and that UPBEST may, in its sole discretion and without any liability to any other person(s), refuse to act on or delay in acting on the Instruction.
- 2.3 I/We acknowledge that the Electronic Trading Service is proprietary to UPBEST and shall remain the exclusive property of UPBEST. 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 unauthorized access to, any part of the Electronic Trading Services. I/We acknowledge that UPBEST may take legal action against me/us or suspend my/our usage of the Electronic Trading Services, if I/we at any time breach this warranty and undertaking or if UPBEST at any time has reason to suspect that I/we have breached the same. I/We undertake to notify UPBEST immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.
- 2.4 In any event, UPBEST shall not be liable for my/our failure in observing the aforesaid obligations and I/we shall fully indemnify UPBEST in respect of any direct or indirect loss or cost of whatsoever nature that UPBEST may suffer or incur as a result thereof, and in respect of all consequences arising from or in connection with any unauthorized use of the Electronic Trading Services. I/We acknowledge that UPBEST 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 UPBEST through either method, I/we will use the alternative method to communicate with UPBEST and inform UPBEST of the difficulty I/we am/are experiencing.

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**美建**不時委聘的第三者提供。本人/吾等承諾**美建**不擔保、保證及代表這些由及時報價服務及信息警示服務所提供之信息先後次序、真實性、準確性、可靠性、精確性、時間性及完整性，以及**美建**並不假定承擔有任何義務來檢查及確認這些信息。本人/吾等同意**美建**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。

2.5 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 **UPBEST** Services is provided by a third party appointed by the **UPBEST** from time to time. I/We acknowledge that **UPBEST** does not guarantee, warrant or represents the sequence, truth, accuracy, reliability, adequacy, timeliness and completeness of the information provided by the real time quote service and the message alert service, and **UPBEST** does not assume any obligation to check or verify any such information. I/We agree that **UPBEST** 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 **UPBEST** 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年費。惟**美建**保留徵收服務費用之權利以及酌情考慮不時修訂服務費用，而且這些費用或許由**美建**自行酌情決定以何種方式及時間從本人/吾等收取。

3.2 就所有交易，本人/吾等同意應交付有關佣金和收費與**美建**和繳付聯交所，證監會徵收的適用徵費，並繳納所有有關的印花稅。**美建**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**美建**提供之電子交易設施向**美建**發出指示，**美建**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**美建**可自行酌情決定接納或拒絕執行任何指示。

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、準確性真實性、可靠性或完整性。**美建**無義務對這些市場數據進行簽署或表明任何意見，或確認及檢查這些市場數據之準確性。因**美建**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**美建**不能控制或任何及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，**美建**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，**美建**有決定權不執行任何指

3. Important Notice to Client

3.1 There is no subscription fee/charge (neither monthly nor annually) for using this Electronic Trading Service. However, **UPBEST** reserves the right to impose subscription fee/charge and amend the subscription fee/charge from time to time in its sole discretion. Moreover, such fees/charges may be collected from me/us in such manner and at such intervals as **UPBEST** may solely determine.

3.2 On all transactions, I/we agree to and will pay **UPBEST** commissions charged to me/us, as well as applicable levies imposed by the Stock Exchange, the Securities and Futures Commission, and all applicable stamp duties and other charges incurred. **UPBEST** may deduct such commissions, other charges, levies and duties from the Account.

4. Instruction

4.1 I/We shall submit my/our instructions to **UPBEST** through the Electronic Trading Service provided by **UPBEST**. **UPBEST** shall so far as it considers reasonably practicable sell and/or purchase securities in accordance with those instructions as received, provided always that **UPBEST** shall have an absolute and sole discretion to accept or refuse to act upon 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, truth, reliability or completeness of market data or any other market data or any other market information. **UPBEST** is not under an obligation to endorse or express any comment on such market data, or to check or verify the accuracy of such market data. Neither **UPBEST** 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 **UPBEST** or any disseminating party, or any force majeure event, or any other cause beyond **UPBEST**'s control or the reasonable control of any disseminating party.

4.3 I/We acknowledge and agree that **UPBEST** shall have full

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**美建**先前議定的投資金額、及/或
- (c) **美建**知道或懷疑違反安全或其他可懷疑情況關於操作一個或多個賬戶或電子交易服務。

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, 而該不可靠性乃在美建控制範圍以外。本人/吾等承認, 鑑於該不可靠性, 美建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中斷、竊聽、中止、延誤、損毀、出錯或不完整之風險, 而該等風險須全部由本人/吾等承擔。本人/吾等承認及同意任何指示一旦通過電子交易服務發出沒有美建同意均不能被撤銷及收回。所有由美建誠信執行之指示將不能撤銷並對本人/吾等有約束力。

5. 其他

- 5.1 本人/吾等同意, **美建**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**美建**於本協議所載之義務, 或於**美建**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、電子供應故障、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。**美建**決不對本人/吾等及其他人士由於任何事件、間接、特殊、間接地及巨大的損壞負責, 包括但不限於任何損失使用、收入及溢利之損失。

- 5.2 本人/吾等同意及確認在不依賴**美建**所提供之任何資

cretion 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 **UPBEST** and me/us; and/or
- (c) **UPBEST** knows of or suspects a breach of security or other suspicious circumstances in respect of or in connection with the operation of one ore more accounts of customers or the Electronic Trading Services generally.

4.4 I/We acknowledge and agree that UPBEST Service is, due to unpredictable transmission congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond UPBEST'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 interruption, interception, suspension, delay, mutilation errors or incompleteness in any communication and that such risks shall be absolutely borne by me/us. I/We acknowledge and agree that any Instruction, once given, through the Electronic Trading Services cannot be rescinded or withdrawn without the consent of UPBEST. All Instructions, as acted upon by UPBEST in good faith, shall be irrevocable and binding on me/us.

5. Others

- 5.1 I/We agree that **UPBEST** and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any of **UPBEST**'s obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which **UPBEST**, 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. In no event shall **UPBEST** be liable to me/us or any other person for any incidental , indirect, special, consequential or exemplary damages including without limitation any loss of use, revenue, profits.

- 5.2 I/We agree and acknowledge that I/we shall, independently

料及/或建議，及在獲取適當之稅務、法律及財務顧問之情況下，就每一項交易獨立作出本人/吾等之判斷及決定。**美建**無須就任何**美建**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。本人/吾等承認**美建**通過電子交易服務並不構成對本人/吾等提供任何投資建議。

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**美建**以書面通知本人/否等(通知不能不合理地不予發出)，**美建**鑑於本人/吾等並無於賬戶中或於**美建**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，本協議不得被視作本人/吾等終止。該通知不會影響**美建**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**美建**或本人/吾等之任何權利、權力或責任。

5.4 本協議書用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，本人/吾等及**美建**應向香港法院提交。**美建**可就有關更改事先給予本人/吾等不少一星期之書面通知下修改本協議的條款。如本人/吾等繼續使用電子交易服務，該等修訂同樣約束本人/吾等。茲並提醒本人/吾等於第 5.3 條項下終止本協議的權利，如果本人/吾等不想被本協議約束。

5.5 通過**美建**電子交易服務交付予本人/吾等之通告及其他通訊，將在其發出時視作當面交付予本人/吾等。

5.6 本人/吾等發出之任何指示將會在**美建**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**美建**視為有效及確定無疑的電子紀錄。

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有矛盾之處，應以英文稿本為準。

6. 本人/吾等謹此聲明

6.1 本人/吾等同意在任何情況下，除非由於**美建**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：

and without reliance on any information and/or advice as provided by **UPBEST**, seek tax, legal and/or financial advice when appropriate, and/or make my/our own judgements and decisions with respect to each transaction. **UPBEST** 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. I/We acknowledge that **UPBEST** shall not be regarded as giving any investment advice to me/us by providing the Electronic Trading Services.

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 **UPBEST** has advised me/us in writing (which notice may not be unreasonably withheld) that **UPBEST** 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 **UPBEST** Group. Such notice shall not affect any Transaction entered into by **UPBEST** on my/our behalf prior to **UPBEST**'s receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of **UPBEST** 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. I/We and **UPBEST** submit to the non-exclusive jurisdiction of the courts of Hong Kong. **UPBEST** may amend the terms and conditions of this Agreement for giving me/us not less than one week prior notice of the change in writing. Such amendment shall then be binding upon us if I/we continue to use the Electronic Trading Services. I/We am/are hereby reminded of my/our right to terminate this Agreement under clause 5.3 in case I/we do not wish to be bound by the terms of this Agreement for the time being.

5.5 Notices and other communications delivered to me/us through the **UPBEST** Electronic Trading Services shall be deemed to have been personally delivered to me/us when it is sent.

5.6 Instructions sent by me/us will be treated as a valid and final electronic record from **UPBEST** upon **UPBEST** has sent an acknowledgment of receipt of the Instruction to me/us.

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/my/our representative in a language which I/we understand, 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. I/We Declare

6.1 I/We agree that **UPBEST** 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 **UPBEST**, 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;
- (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;
- (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;
- (d) 任何超逾**美建**合理控制範圍內所引致之後果。

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**美建**之客戶服務熱線通知**美建**:

- (a) 有關賬戶之指示已透過服務發出, 但本人/吾等在**美建**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; 或
- (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; 或
- (c) 本人/吾等知悉私人密碼出現任何未經許可之使用情况。

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

- 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, **美建**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。
- 6.4 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。**美建**有權完全依賴該聲明及陳述, 及有關資料作任何用途。本人/吾等授權**美建**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/互聯網絡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

- (a) any failure or delay in transmission of information to and/or from my/our telecommunication equipment;
- (b) any failure or delay in the processing of my/our requests or Instructions and/or the turning of the responses to my/our requests or instructions executed using the Electronic Trading Services,
- (c) any error or inaccuracy in such request, responses, or generally such information or the transmission thereof;
- (d) any consequences arising from any cause beyond the reasonable control of **UPBEST**.

6.2 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 **UPBEST** through my/our respective account executive or the hotline of the Electronic Trading Services by telephone in the event that,

- (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 **UPBEST** from time to time) of the execution of such requests or Instructions to confirm the status of the related transactions; or
- (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) I/We become aware that the Password has been used by any person except me/us.

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

- 6.3 I/We understand and acknowledge that **UPBEST** 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 I/We hereby declare and represent that the information and representation provided and/or made by me/us in this Agreement is true, complete and correct, and that **UPBEST** is entitled to reply fully on such information and representations for all purposes, unless **UPBEST** receive notice in writing of any change. **UPBEST** 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

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。

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 an to any one such person shall be deemed effective notice to all such persons.

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。

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

由〔客戶姓名〕
簽署)
SIGNED by〔Name of Client〕)
)
)
見證人)
in the presence of)

授權簽名/公司印章
Authorised Signature/Business Chop

〔見證人姓名、地址及職業〕
〔witness name
address and
occupation〕

〔見證人姓名〕
〔Witness Signature〕

由〔經紀姓名〕)
確認及接受)
)
ACKNOWLEDGED AND)
ACCEPTED BY)
〔Name of Broker〕)

授權簽名/公司印章
Authorised Signature/Business Chop

Verified by: