

Electronic Stock Trading Services Agreement 電子證券交易服務協議書

This Electronic Stock Trading Services Agreement is supplemental to the Client Agreement entered into by Upbest Securities Co. Ltd. and the Client to which this Electronic Stock Trading Services Agreement is annexed whereby Upbest Securities Co. Ltd. agrees to provide to the customer Electronic Stock Trading Services which enable the Client to give electronic instructions and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computer, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network (“**Electronic Services**”). Where any conflict arises between the Uniform Cash Client’s Agreement and the provisions of this Electronic Stock Trading Services Agreement, the provisions of the latter shall prevail.

本電子證券交易服務協議書是補充其依附的並為美建證券有限公司與客戶簽訂的統一現金客戶合約，藉此美建證券有限公司同意向客戶提供電子服務，使客戶能夠透過電腦或電話傳輸的方式，在相容的個人、家庭或小型商業電腦，包括能夠連接電訊網路並帶有調制解調器、終端機或網路電腦等設備的互聯網儀器，發出電子指示並獲取報價和其他資訊(“電子服務”)。如統一現金客戶合約與本電子證券交易服務協議書之條款有任何衝突，以後者之條款為準。

1. INTERPRETATION 釋義

1.1 In this Electronic Stock Trading Services Agreement, the words and expressions defined and the rules of construction contained in the Uniform Cash Client’s Agreement shall apply and the following expressions shall have the following meanings unless the context otherwise requires :-

統一現金客戶合約中定義的詞語和用語及包含的釋義規則適用於本電子證券交易服務協議書中，以下用語具有以下含義，除非上下文另有要求：

“**UPBEST**” means **Upbest Securities Company Limited**, as the context so requires;

「美建」指美建證券有限公司，視文義而定。

“**Access Code**” means the Password and the Login ID;

“接駁代號” 指密碼和登入號碼；

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

“登入號碼” 是指識別客戶身份的名稱，須配合密碼一起使用以接駁有關電子服務；

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

“密碼” 是指客戶的登入密碼，須配合登入號碼一起使用以接駁有關電子服務。

2. USE OF ELECTRONIC SERVICES 電子服務的使用

2.1 On the issuance by Upbest to the Client of its Login ID and Password, the Electronic Services shall be activated upon the following procedure in (i) and Upbest shall notify the Client.

當美建向客戶發出登入號碼和密碼時，通過以下(i)程序，電子服務將被啟動，同時美建向客戶發出相應通知。

(i) Client should contact Upbest’s I.T. Department to acknowledge receipt of the login ID and password. The Electronic Service will only be activated after the confirmation. For security purpose, client should change the password immediately and keep the password in secret.

客戶收到以上用戶名稱及密碼後須致電美建與電腦部確認。客戶之電子服務須待確認後才可啟動及使用。客戶請於戶口啟動後立即更改密碼並以保安理由將密碼予以保密。

2.2 Upbest is entitled to require the Client to place cash and/or securities deposit prior to execution of any Instruction as will be informed by Upbest from time to time.

美建有權要求客戶按美建不時的通知，在執行其任何指示前存入現金和/或證券。

2.3 The Client agrees: 客戶同意:

i. that it shall use the Electronic Services only in accordance with this Electronic Stock Trading Services Agreement, the Uniform Cash Client’s Agreement and the instructions and procedures as set out in Upbest’s Instruction Manual which is supplied to the Client from time to time;

將只按照本電子證券交易服務協議書、統一現金客戶合約及美建不時提供給客戶的用戶指南所規定的各種指示和程序使用電子服務；

- ii. that it shall be the only authorised user of the Electronic Services;
客戶本人是電子服務的唯一獲授權用戶；
- iii. that it shall be responsible for the confidentiality and use of its Login ID and Password;
客戶應對其登入號碼和密碼的保密及使用承擔責任；
- iv. that it shall be solely responsible for all instructions entered through the Electronic Services using its Login ID and Password and any instruction received by Upbest shall be deemed to be made by the Client and in the form received;
客戶應對利用登入號碼和密碼而透過電子服務所輸入的所有指示完全負責，美建收到的任何該等指示將被視為由客戶於美建收到的時間及以收到的形式發出；
- v. that it shall be immediately inform Upbest if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
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，應立即通知美建；
- vi. that Upbest has the right to suspend the Electronic Services if an incorrect Login ID and Password are entered on more than 5 occasions; and
如果錯誤的登入號碼和密碼被輸入超過五次，美建有權暫停提供電子服務；及
- vii. to provide Upbest with the Client's e-mail address, and promptly provide Upbest with any changes to the Client's e-mail, and to accept electronic communication from Upbest at the e-mail address the Client has specified.
向美建提供客戶的電子郵件地址，及立即通知美建客戶的電子郵件地址的任何改動；並在客戶指定的電子郵件地址接受美建的電子通訊。

2.4 The Client acknowledges and agrees that Upbest shall be authorised to act in accordance with each instruction and to assume that such instruction is genuine and has been given by the Client or a person authorised to do so on behalf of the Client, in each case solely by virtue of having received such instruction through the Electronic Services and without having checked in any way as to whether such instruction is genuine or has been given by any person or persons referred to in the Account Mandate and/or otherwise authorised to do so by the Client to give such instruction. The Client further acknowledges and agrees that, as a condition of using the Electronic Services to give instructions, the Client shall forthwith notify Upbest if (1) an instruction has been placed through the Electronic Services and the Client has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means); or (2) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which the Client did not instruct; or (3) the Client becomes aware of any unauthorised use of the Login ID or the Password. The Client agrees that, if the Client fails to notify Upbest forthwith when any of the above situations occurs, neither Upbest nor its directors, officers, employees or agents will have any liability to the Client, or to any other person whose claim may arise through the Client, for any claims with respect to the handling, mishandling or loss of any instruction.

客戶承認和同意，美建獲得授權按照每項指示辦理，並假定該項指示是真實的並由客戶或獲得授權代表客戶發出指示的人士發出的，而在上述每一情況下所依據的唯一理由，就是已經透過電子服務獲得上述指示，而並未以任何方式查核該項指示是否真實或是否由開戶表格中所指的任何一位或幾位人士及/或獲得客戶授權給予上述指示的任何一位或幾位人士發出的。客戶進一步承認和同意，作為使用電子服務發出指示的一項條件，倘若發生下列任何情況，客戶將立即通知美建：(1)指示已經透過電子服務發出，但客戶並未接到關於收到指示或執行指示的明確通知（不論採用文件、電子或口頭方式）；或(2)客戶收到關於一項交易的通知（不論採用文件、電子或口頭方式），但客戶並未發出關於該項交易的指示；或(3)客戶獲悉任何擅自使用登入號碼或密碼的情況。客戶同意，倘若任何上述情況發生時，客戶未能立即通知美建，則對於任何指示的處理、處理不當或遺失所引起的任何索賠，美建及其董事、職員、僱員或代理人一概毋須對客戶負責或對可能透過客戶提出申索的任何其他人士負責。

2.5 I/We shall submit my/our instructions to Upbest through the Electronic Services 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.

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。

2.6 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.

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。

2.7 I/We acknowledge and agree that Upbest 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 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 or more accounts of customers or the Electronic Trading Services generally.

本人/吾等承認及同意，美建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。

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

在不限制上述的概括性原則下，客戶確認並同意，一旦通過電子服務發出指示後，未必能夠予以修改或取消，及指示只有在尚未被美建執行時方有可能進行修改或取消。在這種情況下，美建將盡合理可能修改或取消指示，但是，儘管經紀已確認有關修改或取消指示，也並不能保證該修改或取消一定會發生。如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。

2.9 The Client agrees to use the Electronic Services only in accordance with the terms of this Electronic Stock Trading Services Agreement. Any additional services offered through the Electronic Services in the future will only be used by the Client in accordance with the terms of this Electronic Stock Trading Services Agreement. The Client agrees that the Client shall be the only authorised user of the Electronic Services under this Electronic Stock Trading Services Agreement. The Client shall be responsible for the confidentiality and use of the Access Code.

客戶同意只按本電子證券交易服務協議書條款使用電子服務，並只按本電子證券交易服務協議書條款使用將來透過電子服務提供的任何附加服務。客戶同意，客戶是依據本電子證券交易服務協議書獲得授權使用電子服務的唯一用戶。客戶須對接駁代號的保密和使用負責。

3. MARKET DATA 市場數據

The Client understands 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. The Client also understands that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information. Neither Upbest nor any disseminating party shall be liable in any way and the Client agrees to indemnify and keep indemnified Upbest and such disseminating party 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 transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any act (whether or not negligent) of Upbest or any disseminating party, or to any force majeure event, or any other cause beyond Upbest's reasonable control or the reasonable control of any disseminating party.

客戶了解，每一參與證券市場運作的證券交易所或協會，對它向傳播市場數據的各方提供的市場數據，都聲稱擁有專有權益。客戶亦了解，任何人士都不能保證市場數據或任何其他市場資訊及時、連貫、準確或完整。倘若美建或傳播市場數據的任何一方的任何行為（不論是否疏忽），或任何不可抗力事件，或超出美建或傳播市場數據的任何一方的合理控制範圍的任何其他原因，引起任何上述數據、資訊或訊息或其傳送或遞交的任何失準、錯誤、耽誤或遺漏，或任何上述數據、資訊或訊息未能提供或中斷，由此引起或造成任何損失或損害，則美建或傳播該等數據的任何一方皆毋須以任何方式對此等損失或損害負責，而客戶同意賠償美建或傳播該等數據的任何一方遭受的任何上述損失或損害，並保障他們不受損失。

4. INTELLECTUAL PROPERTY RIGHTS 知識產權

The Client acknowledges that the Electronic Services and any software comprised in it are proprietary to Upbest. The Client 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 unauthorised access to, any part of the Electronic Services or any of the software comprised in it. The Client agrees that Upbest shall be entitled to terminate this Electronic Stock Trading Services Agreement if at any time the Client breaches, or if Upbest at any time reasonably suspects that the Client has breached this warranty and undertaking.

客戶確認電子服務及其所包含的任何軟件乃是美建的財產。客戶保證並承諾，他將不會以任何方式試圖篡改、修改、解編、倒序製造、或以其他任何方法改動該等軟件，亦不會試圖在未經授權下接達電子服務或內裏包含的軟件的任何部份。客戶同意，若客戶在任何時候違反了此保證和承諾，或若美建在任何時候有合理理由懷疑客戶已違反了此保證和承諾，美建將有權終止本電子證券交易服務協議書。

5. TERMINATION OF ELECTRONIC SERVICES 電子服務的終止

Upbest reserves the right to terminate the Client access to the Electronic Services in its sole discretion, without notice or assigning any reason.

美建保留權利，並有絕對酌情權而無需通知或任何原因，終止客戶接駁電子服務。

6. RISK DISCLOSURE 風險披露

Upbest refers the Client to the Risk Disclosure Statements contained in the Uniform Cash Client’s Agreement. 美建請客戶參閱統一現金客戶合約中所載的風險披露聲明。

7. GENERAL 一般條款

7.1 Upbest may change the terms in this Electronic Stock Trading Services Agreement from time to time by giving the Client reasonable notice in writing or via Electronic Services.

美建可不時修改本電子證券交易服務協議書的條款，並會以書面方式或透過電子服務向客戶發出合理通知。

7.2 The Client agrees that Upbest and its directors, officers, employees and agents will not be liable for any delay or failure to perform any obligation on its or their part or for any losses caused directly or indirectly by any condition or circumstances over which Upbest, its directors, officers, employees and agents do not have direct 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, unauthorised access, theft, war (whether declared or not), severe weather, earthquakes and strikes.

客戶同意，倘若美建及其董事、職員、僱員及代理人不能直接控制的任何情況或事件（包括但不限於政府限制，交易所或市場裁定、買賣中斷、子或機械設備或通訊線路發生故障、電話或其他接駁問題、未獲授權的接駁、偷竊、戰爭（不論有無宣戰）、惡劣天氣、地震及罷工）直接或間接導致他們遲延履行或未能履行他們的任何責任，或直接或間接引起任何損失，美建及其董事、職員、僱員及代理人將不為此負責。

由〔客戶姓名〕

簽署)

SIGNED by [Name of Client])

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)

授權簽名/公司印章

Authorised Signature/Business Chop

見證人

in the presence of

〔見證人姓名〕

〔witness name〕

〔見證人姓名〕

〔 Witness Signature 〕

由〔美建證券有限公司〕)

確認及接受)

ACKNOWLEDGED AND)

ACCEPTED BY)

〔 Upbest Securities Company Ltd 〕)

授權簽名/公司印章

Authorised Signature/Business Chop

Verified by