

# KINGSTON SECURITIES LIMITED

## 金利豐證券有限公司

(CE No. ABL789)

(中央編號：ABL789)

Head office : Suite 2801, 28<sup>th</sup> Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong  
總行：香港中環港景街1號國際金融中心1期28樓2801室

### INTERNET TRADING AGREEMENT

#### 互聯網交易協議書

A/C No 戶口號碼：\_\_\_\_\_ ( )

To : Kingston Securities Limited (“Kingston”)

致：金利豐證券有限公司（「金利豐」）

In consideration of your agreeing to open a securities trading account (the “Account”) and operating the Account through the Kingston’s Web Service (the “Service”), in my/our name or on my/our behalf for the purpose of and in connection with the sale and purchase of any stock and/or any other instrument listed in the Stock Exchange of Hong Kong Limited or elsewhere (“Securities”), I/we agree that the Account shall be operated by you through your Service in accordance with and subject to the following terms and conditions :-

鑑於 貴公司同意以本人/吾等之名義或代表本人/吾等開立證券買賣戶口（「戶口」）及透過貴公司之網上交易服務（「服務」）運作戶口，以進行任何在香港聯合交易所或其他地方掛牌買賣之證券及/或其他工具（「證券」）買賣。本人/吾等同意由 貴公司根據下列條款及條件及受此等條款及條件規限，透過貴公司之服務運作戶口：

- I/We shall be the only authorized user of the Service under the Account. I/We shall be responsible for the confidentiality and use of the Account Number, the Trade Login Password (collectively the “Codes”). I/We acknowledge and agree that I/we shall be solely responsible for all instructions for the buying or selling of or otherwise dealing in any Securities (“Instruction”) entered through the Service using the Codes and neither you nor your directors, officers or employees 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, mishandling or loss of any Instruction.  
本人/吾等為戶口所提供之服務唯一獲授權用戶。本人/吾等須對戶口號碼、登入密碼(合稱「代碼」)之保密及使用負責。本人/吾等明白及同意，須對使用代碼透過服務而輸入之一切買賣或以其他方式交易任何證券之任何指示（「指示」）負全責。貴公司或 貴公司之董事、高級人員或僱員，毋須對本人/吾等，或因本人/吾等而引致任何其他人士，就處理、錯誤處理或遺失任何指示所引致之任何索償而負責。
- I/We further acknowledge and agree that, as a condition of using the Service to give Instruction, I/we shall immediately notify you if: (a) an Instruction in respect of the Account has been placed through the Service and I/we have not received an order number; (b) an Instruction in respect of the Account has been placed through the Service and I/we have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (c) I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of an executed Instruction (“Transaction”) which I/we did not instruct or any similar conflict; (d) I/we become aware of any unauthorized use of the Codes or (e) I/we experience any problem in accessing my/our Account through the Service.  
本人/吾等進一步明白及同意，作為發出指示使用服務之一項附帶條件，倘出現以下情況，本人/吾等須立即通知 貴公司：(a)有關戶口之指示已透過服務發出，但本人/吾等尚未接獲指令號碼；(b)有關戶口之指示已透過服務發出，但本人/吾等尚未接獲有關收到該項指示或其執行情況之確認（不論以書面、電子或口頭方式）；(c)本人/吾等已接獲本人/吾等並無發出指示之已執行指示（「交易」）之確認（不論以書面、電子或口頭方式）或任何相類抵觸者；(d)本人/吾等知悉代碼出現任何未經許可之使用情況；或 (e)本人/吾等在通過服務進入本人/吾等之戶口時發生任何問題。
- I/We hereby undertake not to tamper with, modify, de-compile, reverse engineer or otherwise alter in any ways, and shall not attempt to gain unauthorized access to any part of the Service or Kingston’s website and any of the software comprised in them.  
本人/吾等承諾不會篡改、修改、反向翻譯、逆向工程製作或以任何其他方式更改，及不應在沒有授權的情況下進入服務的其他任何部份或金利豐之網站或其包含的任何軟件。
- I/We acknowledge that the real-time quote service available at Kingston’s website is provided by a third party provider appointed by you from time to time. I/We acknowledge and agree that you shall not be responsible to me/us for any losses, costs, expenses, damages or claims which I/we may suffer as a result of or in connection with any aspect of the real-time quote service including my/our reliance on such service.  
本人/吾等明白金利豐之網站所提供之即時報價服務是由 貴公司不時委聘的第三者提供。本人/吾等明白及同意 貴公司毋須就本人/吾等因即時報價服務或有關方面所招致（包括因本人/吾等倚賴該等服務）而蒙受之損失、費用、開支、損害或索償對本人/吾等負責。
- I/We agree that should I/we experience any problems in reaching you through the Internet, I/we shall attempt to use the alternative method to communicate with you and inform you of the difficulty I/we am experiencing.  
本人/吾等同意，倘本人/吾等於透過互聯網接觸 貴公司時遇上任何問題，本人/吾等須嘗試採用其他方法聯絡 貴公司，並告知 貴公司有關本人/吾等所遭遇之困難。
- The use of the Service by me/us and any software provided for use in accessing or using the Service is at the risk of me/us. I/We shall provide and maintain, at its risk and cost, the connection equipment (including personal computers and modems) and services for accessing and using the Service.  
本人/吾等承擔使用服務以及任何用以進入或使用服務之任何軟件的風險。本人/吾等應提供和保養進入和使用服務所需的連接設備（包括個人電腦和數據機）和服務，有關風險和費用由本人/吾等承擔。
- You may at any time block my/our access to the use of the Service without prior notice.  
貴公司可以在任何時候不讓本人/吾等進入使用有關服務，而不必事先發出通知。
- You shall not be responsible for delays in the transmission, receipt or execution of Instruction due to either a breakdown or failure of transmission of communication facilities, or unreliable medium of communication or to any other cause or causes beyond your control or anticipation.  
貴公司毋須對因通訊設施發生故障、或傳送失靈、或因不可完全倚賴之通訊媒介、或非 貴公司控制範圍或預期之任何其他原因所造成傳送、收取或執行指示之延誤負責。
- You shall so far as you consider reasonably practicable sell and/or purchase Securities in accordance with those Instruction, provided always that you shall have an absolute discretion to accept or reject purchase Instructions especially if the credit amount in the Account is below the minimum positive balance of cash, or of cash and Securities, which you may from time to time require me/us to maintain in the Account.  
貴公司在收悉指示後，可於 貴公司認為合理切實可行的情況下，根據該等指示買賣證券，惟 貴公司可自行酌情決定接納或拒絕購買指示，尤其是當戶口之結餘低於貴公司不時要求本人/吾等在戶口存備之現金或現金及證券之最低正數結餘時。
- 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 information. Neither you 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 negligent act of you or any disseminating party, or to any force majeure event, or any

other cause beyond your control or the reasonable control of any disseminating party. I/We shall use real-time quotes for my/our individual use only and shall not furnish such data to any other person or entity for any reason.

本人／吾等明瞭，各參與證券交易所或協會所提供予有關方面發佈的一切市場數據都擁有專有權益。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。若因 貴公司或任何發佈數據一方之任何疏忽行動，或任何不可抗力事情或任何 貴公司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，又或此等數據、訊息或資料不能履行或遭受干擾， 貴公司或任何發佈數據一方均毋須負責。本人／吾等採用即時報價僅供本人／吾等個別使用，不得因任何理由而將此等數據提供予任何其他人士或實體。

11. I/We acknowledge and agree that you shall have the right not to execute any Instruction until (as applicable):  
本人／吾等明白及同意， 貴公司有權不執行任何指示，直至以下情況出現（如適用）：  
(a) there is sufficient cleared funds in the Account; and/or 戶口內備有足夠即兌款項；及／或  
(b) there is sufficient Securities in the Account, for settlement of the relevant Transaction. 戶口內備有足夠證券，以供有關交易結算之用。
12. I/We understand and agree that, for our mutual protection, you may electronically monitor or record any of my/our telephone conversations, (if necessary) conducted with you. I/We also acknowledge that you shall record any Instruction given by me/us.  
本人／吾等明白及同意，為保障雙方權益， 貴公司可用電子儀器監察或記錄本人／吾等與 貴公司進行之任何電話對話（如有需要）。本人／吾等亦明白 貴公司會記錄任何由本人／吾等給予之指示。
13. I/We acknowledge that the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond your control. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instruction and other information and that this may result in delays in the execution of Instructions and/or the execution of Instruction at prices different from those prevailing at the time the Instruction were given. I/We further acknowledge and agree that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.  
本人／吾等明白，鑑於未可預測之通訊阻塞及其他原因，互聯網是潛在著不可完全倚賴之通訊媒介，而此通訊媒介乃超出 貴公司所控制之範圍。本人／吾等明白，鑑於此未可預測之情況，傳送及接收指示及其他資料時，或會出現延誤，此舉可能引致指示延遲執行，及／或執行有別於本人／吾等所發出指示時之價格。本人／吾等繼而明白及同意，任何通訊均存在誤解或錯漏之風險，而此等風險須完全由本人／吾等承擔。本人／吾等明白及同意，在發出指示後，不一定能將之取消。
14. I/We acknowledge that in providing the Service, you may use such authentication technologies as it deems appropriate.  
本人／吾等承認，貴公司在提供服務時，可能會使用其認為合適的鑒證科技。
15. I/We agree that you and your directors, officers, employees and agents shall not be liable for any delay or failure to perform any of your obligations hereunder or for any losses caused directly or indirectly by any condition or circumstances over which you, your directors, officers, employees or agents do not have 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, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes and strikes.  
本人／吾等同意， 貴公司及 貴公司之董事、高級職員、僱員及代理人，毋須為任何延遲或未能履行 貴公司於本協議所載之義務，或於 貴公司及 貴公司之董事、高級職員、僱員及代理人不能控制之任何情況下，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、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。
16. I/We confirm that I/we have read the English/Chinese version of this Agreement and that the contents of this Agreement have been fully explained to me/us in a language which I/we understand. In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English version shall prevail. I/We hereby agree and consent to the terms and conditions herein contained and acknowledge receipt of a copy of this Agreement.  
本人／吾等確認已詳閱本協議書的中／英文本，其中內容亦已全部以本人／吾等明白的語文向其解釋清楚。若解釋本協議書而引致任何不一致或矛盾時，當以英文為準。本人／吾等贊成及同意本協議書內的一切條款及確認收到本協議書之副本。

Date 日期: \_\_\_\_\_

SIGNED BY THE CLIENT (S)

客戶簽署

NAME\* (in capital letters)

姓名\*(正楷)

SIGNATURE(S)\* OR AUTHORISED  
SIGNATORY(IES) WITH CO. CHOP

客戶簽署\* 或授權簽名及公司蓋印

\_\_\_\_\_  
\*(for joint account holders, all of the account holders are required to sign)

\*(聯名戶口者，所有聯名戶口持有人均需簽署)

In the presence of  
見證

:

Name of Witness

見證人姓名

HKID card /Passport no.

香港身份證/護照號碼

Address

地址

Occupation

職業

Witness Signature

簽署

ACKNOWLEDGED & ACCEPTED  
BY  
KINGSTON SECURITIES  
LIMITED

經由金利豐證券有限公司確認及接納

Name of the duly authorised  
representative signing  
for and on behalf of  
Kingston Securities Limited  
授權代表姓名

Authorised Signature  
for and on behalf of  
Kingston Securities Limited  
授權代表簽署

To: Kingston Securities Limited  
Suite 2801, 28/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong  
致: 金利豐證券有限公司  
香港中環港景街一號國際金融中心一期28樓2801室

Telephone 電話: 2298-6200 Facimile 傳真: 2552-6666

## Internet Trading Password Application Form

### 網上交易密碼申請表

I/We hereby request Kingston Securities Limited to issue an Internet Trading Password (the "Password") of my/our securities account and deliver the Password to the email address on my/our securities account's record.

本人/吾等現要求金利豐證券有限公司發放本人/吾等之證券網上交易密碼「該密碼」，並將該密碼電郵至本人/吾等之證券戶口記錄中的電郵地址。

- Individual Account  
個人戶口
- Corporate account or third party authorization  
公司戶口或授權戶口

Authorized person 授權人

Name 姓名: \_\_\_\_\_

I/We understand that I/we should change the Password immediately upon receiving the Password for security purpose and change my/our Password periodically at least every three months.

本人/吾等明白為保障本人/吾等的利益，當本人/吾等收到該密碼後應立刻更改該密碼及最少每三個月更改該密碼。

Yours Faithfully,  
此致

Acknowledged By:  
確認:

\_\_\_\_\_  
Client Signature 客戶簽署

\_\_\_\_\_  
Account Executive Signature 客戶主任簽署

Account Name 客戶姓名: \_\_\_\_\_

Account Number 客戶號碼: \_\_\_\_\_ ( )

Date 日期: \_\_\_\_\_

Signature verified:	Approved by:	Completed by:
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