

## Anue Securities Limited (“ASL”)

### Supplemental Terms and Conditions for Electronic Trading

The terms and conditions herein are supplemental to Terms and Conditions for Securities Trading Agreement (“Agreement”). Terms not defined herein shall have the same meanings as in the aforesaid Terms and Conditions for the relevant account(s) that the Client opens with ASL.

#### 1. DEFINITIONS

##### Access Codes

means the Log On Password and the Account Number;

##### Agreement

means the Securities Trading Agreement entered into between Client and ASL to open and maintain one or more securities trading account(s) with ASL, as may be varied, amended or supplemented from time to time;

##### Instruction

means any instruction (including any subsequent amendment or cancellation thereof accepted by ASL) Client gives to buy or sell Securities, whether verbally expressed on the phone, or through the Internet, by facsimile transmission or in such other manner as ASL may permit;

##### Log On Password

means Client’s personalized password used to access the Service;

##### Service

means ASL’s electronic trading services including internet trading and services provided on the phone.

#### 2. ELECTRONIC SERVICE

##### 2.1. Use of Service

Client will use the Service and any additional services offered through the Service in future only in accordance with this Agreement and any additional terms notified to Client.

##### 2.2 Access Codes

Client will be the only authorized user of the Service under this Agreement. Client is responsible for the confidentiality, security and use of Client’s Access Codes and undertake:

- (a) not to disclose any Access Codes to any third party;
- (b) not to record any Access Codes in a way that could facilitate unauthorized disclosure, misuse or fraud; and
- (c) to immediately report any loss, unauthorized disclosure or misuse of Client’s Access Codes to ASL in writing or by telephone.

Client is solely responsible for all Instructions entered through the Service using the Access Codes (whether authorized by Client or not). Neither ASL nor any of its officers, employees or agents shall incur any liability for the handling, mishandling or loss of any Instruction.

### **2.3 Acknowledgements of Instructions and Execution**

(a) ASL will not be deemed to have accepted or executed Client's Instructions until Client have received acknowledgement or confirmation thereof (whether in writing, verbally or through the Internet). Client agrees that ASL may deliver late status reports of transactions from the relevant Exchange and market makers and, accordingly, Client will also be subject to such late reports. ASL is entitled to correct any acknowledgement or confirmation errors, including any errors in execution prices, that come to its attention without incurring any liability in connection therewith.

(b) Client agrees to immediately notify ASL if: (i) Client did not receive an order number (whether in writing, verbally or through the Internet) for an Instruction placed through the Service; (ii) Client did not receive an acknowledgement or accurate acknowledgment (whether in writing, verbally or through the Internet) of an Instruction placed through the Service or its execution; or (iii) Client received acknowledgment (whether in writing, verbally or through the Internet) of execution of an Instruction which Client did not place or any similarly inaccurate or conflicting report or information. If Client fails to notify ASL, neither ASL nor any of its officers, employees or agents will incur any liability for the handling, mishandling or loss of any Instruction.

### **2.4 No Liability for Consequential Damages**

Client further agree that neither ASL nor any of its officers, employees or agents will incur any liability for any consequential, incidental, special or indirect damage (including lost profits and trading losses) that may result from inconvenience, delay, loss or suspension of the use of the Service.

### **2.5 Service is Proprietary**

Client agrees that the Service, the ASL website and the software comprised therein are proprietary to ASL and/or third party service providers. Client agrees not to tamper with, modify, decompile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, any part of the Service, the ASL website or the software comprised therein, and will not attempt to do any of the above. ASL may suspend or terminate your Access Codes and/or close any of Client's Accounts immediately without giving Client prior notice if Client breaches this provision or if ASL reasonably suspects that Client has breached this provision. Client undertakes to notify ASL immediately if Client becomes aware that any other person is doing any of the above.

## **Risks Disclosure Statement of Using Electronic Trading Services**

1. In relation to electronic trading, Client is fully aware and accept that, because of the inherent characteristics of the internet, it may not be a completely secure and reliable means of telecommunication and there may be delay in data transmission and receipt of instructions or other information, delays in execution or execution of instructions at prices different from those prevailing at the time when the instructions are given. There are also risks of misunderstanding or errors in communication and it is usually not possible to cancel instructions once given.

2. In relation to the use of the access codes and/or passwords to the Electronic Trading Services, Client acknowledges and fully understands that Client shall be solely responsible for any consequences arising from disclosure of the access codes and/or passwords to any third person or any unauthorized use of the access codes and/or passwords. So long as the access codes and/or passwords are used to identify the source of instructions, the instructions thereof shall be deemed to have originated from Client as authentic, complete and accurate instructions, and shall be binding on Client, whether or not such instructions was in fact given by Client.

3. Client understands that ASL shall not be liable to Client for: (i) any delay or error in the execution of instructions, or (ii) non execution of instructions, due to any error, interruption or non-availability of any equipment, facilities or other circumstances which are not actually foreseen by or actually known to ASL or which are beyond the control of ASL and ASL has not made any representations or guarantees in relation to the timeliness, accuracy, completeness, reliability of any information disseminated or accessible through the Electronic Trading Services.

## 鉅亨證券有限公司 (“鉅亨證券”)

### 有關電子交易之補充條款及細則

本補充條款及細則為證券買賣條款及細則(「協議」)的補充。除文意另有所指外，本補充條款及細則中定義的詞彙應與客戶在鉅亨證券開立的相關帳戶之條款及細則有相同的定義。

#### 1. 定義

「登入代碼」指登入密碼及賬戶號碼；

「協議」指客戶在鉅亨證券開設及維持一個或多個證券買賣戶口而訂立的證券買賣協議可不時修改、修訂或補充；

「指示」指客戶就買賣證券而發出的任何指示(包括鉅亨證券就有關已接納的指示之其後修訂或取消指示)，有關指示可於電話以口頭作出，亦可透過互聯網、傳真或鉅亨證券可能許可的其他方式；

「登入密碼」指客戶使用服務時的個人密碼；

「服務」指鉅亨證券的電子交易服務, 包括透過互聯網和電話提供的服務。

#### 2. 電子服務

##### 2.1 使用服務

客戶將會根據本協議和被通知的任何額外條款使用服務及其附加的任何額外服務。

##### 2.2 登入代碼

根據本協議，客戶乃唯一獲授權的服務使用者。客戶需對登入代碼的保密、安全及使用負責，並承諾：

- (1) 不會向任何第三方披露任何登入代碼；
- (2) 不會以可能促成未獲授權披露、不當使用或欺詐的方式記錄任何登入代碼；及
- (3) 於客戶的登入代碼遺失、被未獲授權披露或不當使用時，即時以書面方式或透過電話知會鉅亨證券。

客戶須對服務內使用登入代碼輸入的所有指示(不論是否獲客戶授權)負全責。鉅亨證券或其高級職員、僱員或代理概不會就處理、不當處理或遺失任何指示承擔任何責任。

##### 2.3 確認接獲指示及執行

(a) 除非客戶已就該指示接獲聲明或確認(不論以書面、口頭或透過互聯網作出)，鉅亨證券將不會被視作已接納或執行客戶的指示。客戶同意鉅亨證券可能會收到相關交易所及莊家發出的逾期交易

狀況報告，因此，客戶亦將受有關逾期報告所規限。鉅亨證券有權糾正已知悉有關聲明或確認上的任何錯誤，包括任何關於執行價位的錯誤，而毋須就此負上任何責任。

(b) 客戶同意在以下情況,即時知會鉅亨證券：

(i) 客戶未有就透過服務發出的指示收到交易編號(不論為以書面、口頭或透過互聯網方式)；

(ii) 客戶未有就透過服務發出的服務或執行指示收到聲明或準確的執行聲明 (不論為以書面、口頭或透過互聯網方式)；或

(iii) 客戶收到執行指示的聲明(不論為以書面、口頭或透過互聯網方式)，但客戶並無發出有關指示，或客戶收到任何類似的不準確或有衝突的報告或資料。如客戶未有知會鉅亨證券，則鉅亨證券或其任何高級職員、僱員或代理將不會就處理、錯誤處理或違失任何指示承擔任何責任。

## 2.4 免責相關損失

客戶亦同意，鉅亨證券或其任何高級職員、僱員或代理毋須就使用服務上的不便、延誤、損失或暫停而引致的任何相應、附帶、特別或間接損失承擔任何責任。

## 2.5 專屬服務

客戶同意服務、鉅亨證券的網站及當中包含的軟件屬鉅亨證券及/或任何第三方服務供應商所有。客戶同意不會以任何方式干擾、修訂、破解、反向製造或以其他方式修改，或在未獲授權下進入服務、鉅亨證券網站或當中包含的軟件的任何部分，且不會嘗試作出上述任何舉動。倘客戶違反本條文或鉅亨證券有合理理由懷疑客戶已違反本條文，鉅亨證券可暫停或終止客戶的登入代碼及/或即時終止客戶的任何賬戶，而毋須事先通知客戶。客戶承諾如知悉任何其他人士作出上述任何舉動，客戶將即時知會鉅亨證券。

## 使用電子交易服務的風險披露聲明

1. 就電子交易而言，客戶完全明白並同意：由於互聯網的固有本質，互聯網或非完全安全可靠的電子通訊方式，而經互聯網進行的數據傳送、指示及其他資訊的接收均可能出現延誤；而這一切都可能耽誤指示的執行或導致執行指示時的價格與發出指示時的價格出現落差。利用互聯網通訊除涉及訊息誤讀及傳遞出錯的風險外，發出的指示通常亦無法撤銷。

2. 就使用電子交易服務的登入代碼及／或密碼而言，客戶確認並完全明白，客戶應自行承擔因向任何第三方披露該登入代碼 及／或密碼或未經授權使用該登入代碼及／或密碼而引致的任何相關後果。由於登入代碼及／或密碼是用於識別指示來源，因此任何通過輸入登入代碼及／或密碼所發出的指示應視為由客戶親自發出的真實、完整及準確指示；無論該等指示實際上是否由客戶發出，均對客戶具有約束力。

3. 客戶明白，鉅亨證券並不會就以下事項向客戶承擔任何責任：(i)執行指示時出現的任何延誤或錯誤；或(ii)因任何設備及設施出現故障、服務中斷或無法使用或其他鉅亨證券無法確切預計、知曉或鉅亨證券無法控制的情況而令指示未被執行；鉅亨證券不會就透過電子交易服務發放或提供的任何資訊之及時性、準確性、完整性及可靠性作出任何聲明或保證。