INTERNET SECURITIES TRADING AGREEMENT

互聯網證券買賣協議

To: Phoenix Capital Securities Limited	致： 英明證券有限公司
2/F Lee Kum Kee Central, 54-58 Des Voeux Road C.,	香港中環德輔道中 54-58 號
Central, Hong Kong	中環李錦記 2 樓

I/We am/are the client holding the securities account(s) with you numbered _____ (the "Account") and refer to my/our Cash/Margin/Futures Client's Agreements in respect of the Account dated _____. I/We agree that the Account may be to open one or more securities trading account(s) (the "Account") to be operated through Internet Trade Service, in my/our name or on my/our behalf for the purpose of and in connection with the sale and purchase of Securities, and I/we agree that the Account shall be operated in accordance with and subject to the following terms and conditions in addition to the Securities Client's Agreement:-

本人／吾等乃貴公司證券戶口_____號（「戶口」）之戶口持有人，本人／吾等之證券客戶合約於_____簽訂。本人／吾等同意開立一個或多個證券買賣戶口，並同意以本人／吾等名義或代表本人／吾等就證券買賣及相關事宜，通過網上交易服務運作戶口，本人／吾等同意，戶口由貴公司透過貴公司的網上交易服務按照證券客戶合約及下列條款及條件（並受其規限）運作：

1.   DEFINITION AND INTERPRETATION 定義和解釋

1.1 Terms defined in this On-Line Trading Agreement have the same meanings as in the Client Agreement for Securities Trading unless stated otherwise.

除非另作說明，否則本網上交易協議書所界定之詞彙與證券交易客戶協議書之詞彙具有相同意義。

1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:

除文義另有規定者外，以下詞彙具有下述意義：

"Access Codes" means together the Password and the User Name;

「進入密碼」指密碼及戶口號碼；

"Account" means client internet securities trading account with PCSL operated through the Internet Trade Service;

「戶口」指客戶在英明證券開立的互聯網買賣戶口，經由網上交易服務運作；

"Information" means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating the markets;

「資訊」指與市場有關之任何交易或市場數據、賣出及買入報價、新聞報導、第三者分析報告、研究資料及其他資訊；

"Internet Trading Policy" means the policy relating to the operation of the Internet Trade Service as amended from time to time;

「互聯網買賣政策」指有關網上交易服務運作的政策（經不時修訂）；

"Login ID" means the Client's identification, used in conjunction with the Password, to gain access to the Electronic Services;

「識別碼」指客戶之身份識別碼，與「密碼」一起使用，以取用電子服務;

"Password" means the Client's password, used in conjunction with the Login ID, to gain access to the Electronic S ervices;

「密碼」指客戶之密碼，與「識別碼」一起使用，以取用電子服務;

2. GENERAL 一般事項

2.1 In the event of any dispute between the parties, the Client agrees that the records of PCSL (Including electronic records) shall prevail; and

假若雙方出現任何爭議，客戶同意以英明證券之記錄（包括電子記錄）為準。

2.2 PCSL may change the terms and conditions in this On-Line Trading Agreement from time to time by giving the Client reasonable notice in writing or via Electronic Services.

英明證券可透過向客戶發出合理書面通知或透過電子交易服務，不時更改本網上交易協議書之條款及條件。

3. USING ELECTRONIC SERVICES 使用電子服務

3.1 On the issuance by PCSL to the Client of its Login ID and Password, the Electronic Services shall be activated and PCSL shall notify the Client.

當英明證券向客戶發出「識別碼」及「密碼」後， 客戶即可使用電子服務，而英明證券將知會客戶。

3.2 PCSL is entitled to require the Client to place a cash deposit prior to execution of any Instructions as will be informed by PCSL from time to time.

英明證券有權於執行任何指令之前，要求客戶按英明證券不時通知之方式存放現金作為按金。

3.3 The Client agrees:

客戶同意：

i) that it shall use the Electronic Services only in accordance with this On-Line Trading Agreement and Client Agreement for Securities Trading;

只會根據本「網上交易協議書」及「證券交易客戶協議書」而使用電子服務；

ii) that is shall be the only authorized user of the Electronics Services;

客戶乃電子服務之唯一獲授權使用者；

iii) that it shall be responsible for the confidentiality and use of its Login ID and Password;

客戶須負責「識別碼」及「密碼」之保密及使用；

iv) that it shall be solely responsible for all Instructions entered through the Electronic Services using its Login ID and Password and any Instructions so received by PCSL shall be deemed to be made by the Client at the time received by PCSL and in the form received;

客戶須就使用其「識別碼」及「密碼」透過電子服務輸入之所有指令承擔全部責任，英明證券接獲之任何指令，乃視作於英明證券接獲時以英明證券所接獲方式由客戶發出；

v) that is shall immediately inform PCSL if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;

倘若獲悉其「識別碼」及「密碼」已遺失、遭偷取或擅用，須立即知會英明證券；

vi) that PCSL has the right to suspend the Electronics Services if an incorrect Login ID and Password are entered on **3** occasions;

倘若輸入不正確之「識別碼」及「密碼」超過 **3** 次，英明證券有權暫停提供電子服務；

vii) to provide PCSL with the Client's e-mail address, and promptly provide PCSL with any changes to the Client's e-mail address, and to accept electronic communications from PCSL at the e-mail address the Client has specified;

向英明證券提供客戶之電郵地址，如客戶之電郵地址有任何改變，須即時知會英明證券，並於客戶指定之電郵地址接收來自英明證券之電子通訊。

viii) that PCSL may at its absolute discretion impose restrictions on the types of orders, and the range of prices for order which can be placed through the Electronic Services;

英明證券可全權就可透過電子服務發出之指令類別、指令價格範圍施加限制；

ix) to pay all subscription, service and user fees, if any, the PCSL charges for the Electronic Services and authorizes PCSL to debit the Client's segregated account with the same;

支付英明證券就電子服務所收取之一切訂用、服務及使用費（如有），並授權致英明證券於獨立客戶戶口內扣除該等款項；

x) that is shall bound by any consent the Client gives through the Electronic Services for PCSL to provide any notices, statements, trade confirmations and other communications to the Clients solely through Electronic Services ; and

客戶如透過電子服務同意英明證券單獨以電子服務方式向客戶發出任何通告、結單、交易確認書及其他通訊、則須受此項同意之約束；及

xi) that it shall logoff the Electronic Services immediately following the completion of each Electronic Services session.

客戶須於每次電子服務時段完成後立即退出登錄電子服務。

3.4 After the giving of an Instruction via the Electronic Services, the Client shall check via the Electronic Services that its Instruction has been correctly acknowledged by PCSL.

於透過電子服務發出指令後，客戶須透過電子服務查看其指令是否已獲英明證券妥為認收。

3.5 Without limiting the generality of the foregoing, the Clients 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 yet been executed by PCSL.   In such circumstances PCSL will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by PCSL 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.

在不局限上文之一般性原則下，客戶承認及同意，透過電子服務發出之指令或不能修訂或取消，且只有在未獲英明證券執行之前方可修訂或取消有關指令。在此等情況下，英明證券將盡最大努力修訂或取消指令，但儘管英明證券已認收有關修訂或取消之消息，亦不能保證必定可作出修訂或取消。假如未能作出修訂或取消，客戶仍須對原有指令承擔責任。

3.6 Client further acknowledge and agree that, as a condition of using the Electronic Service to give Instructions, client shall immediately notify PCSL if: (a) an Instruction in respect of the Account has been placed through the Electronic Service and client have not received an order number; (b) an Instruction in respect of the Account has been placed through the Electronic Service and client have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (c) client have received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which client did not instruct or any similar conflict; or (d) client become aware of any unauthorized use of the User Name or Password.

客戶進一步承認及同意，作為使用電子服務發出指令的先決條件，若有下列情況，客戶需即時通知英明證券：(a)有關戶口的指令已經由電子服務作出，而客戶未收到命令編號；(b)有關戶口的指令已經由電子服務作出，而客戶未收到對指令或其執行的準確認收(不論經硬本、電子或口頭)；(c)客戶收到交易指令的認收（不論經硬本、電子或口頭），但該等交易指令並非客戶作出，或其他類似的不一致情況；或(d)客戶知悉戶口號碼或密碼的任何未經授權使用。

3.7 Client understand that PCSL shall prepare the Internet Trading Policy setting out the operation policy and procedures of the Electronic Services applicable at any time which shall be available at the Internet Trade web site the terms of which shall be binding on client in respect of the client's use of the Electronic Service. In the event of inconsistencies between the On-Line Trading Agreement and the Internet Trading Policy, the On-Line Trading Agreement shall prevail.

客戶瞭解，英明證券擬備互聯網買賣政策，列出電子服務運作政策及程序。該政策可經由網址取得，在任何時候均適用。該政策的條款，對客戶對使用電子服務具約束力。若本網上交易協議書與網上買賣政策不一致，以本協議為準。

3.8 Client acknowledges that the price quotation service, if any, for securities, available at the Internet Trade web site is provided by a third party provider appointed by PCSL from time to time. Client acknowledges and agrees that PCSL shall not be responsible to client for any losses, costs, expenses, damages or claims which Client may suffer as a result of or in connection with any aspect of the quote service including the client's reliance on such service.

客戶承認英明網址若提供報價服務，乃由英明證券不時指定的第三方提供者提供。客戶承認及同意，對客戶在任何方面因報價服務或因客戶依賴該服務而發生或與之有關的任何損失、費用、支出、損害賠償或申索英明證券概毋須承擔責任。

3.9 In the case the Electronic Services is not available, the Client shall place its Instructions in accordance with the Client Agreement for Securities Trading.

倘若未能提供電子服務，客戶則須按證券交易客戶協議書之規定發出指令。

4. **INSTRUCTIONS - DEALINGS THROUGH THE ELECTRIONIC SERVICE 指令一經電子服務買賣**

4.1 PCSL shall not be responsible for delays in the transmission, receipt or execution of Instructions due to either transmission of communication facilities, or unreliable medium of communication or to any other cause or causes beyond PCSL's control or anticipation.

如因故障、通訊設施傳送失敗、或通訊媒體不可靠或並非英明證券所能控制或預期的一或多項原因，以致在傳送、收取或執行指令上有所延誤英明證券毋須承擔責任。

4.2 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. Client also understands that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information. Neither PCSL 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 PCSL or any disseminating party, or to any force majeure event, or any other cause beyond PCSL's control or the reasonable control of any disseminating party. Client shall use stock quotation for the client's individual use only and shall not furnish such data to any other person or entity for any reason.

客戶瞭解，每個參與證券交易所或組織都有權向市場傳播所有市場數據。客戶亦瞭解，任何方概不保證市場數據及其他市場信息的及時性，順序，準確性或完整性。英明證券或任何傳播方概毋須因任何方式對因任何此類數據、信息或信息的任何不准確、錯誤或延遲或遺漏而產生或引起的任何損失或損害承擔責任；或任何該等資料、資訊或信息因英明證券或任何傳播方的疏忽行為以致無法履行或提供；或任何不可抗力事件；或任何其他非英明證券所能控制或任何傳播方所能合理控制的其他原因。客戶只會把股票報價用於自身用途，不會因任何原因向任何其他人士或實體提供該等資料。

4.3 Client 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 PCSL's control. Client acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. Client further acknowledges and agrees that there are risks of misunderstanding or errors in any communication and that such risk shall be absolutely borne by client. Client acknowledges and agrees that Instruction may not be cancelled after it has been given.

客戶確認，因無法預料的通訊擠塞及其他原因，互聯網是存有內在不可靠性的通訊媒體，而該不可靠性非英明證券所能控制。客戶確認，因該不可靠性，在傳送及接收指令及其他資料時可能有延誤，以致執行指令的延誤及／或執行指令的價格與發出指令時的價格不同。客戶進一步承認及同意，任何通訊均有誤解或錯誤的風險，而該等風險需絕對由客戶承擔。客戶承認及同意，指令一經發出，通常不可取消。

5. INSTRUCTIONS OUTSIDE HONG KONG 境外指令

If client give any Instruction to PCSL outside Hong Kong, client agrees to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which the client's Instruction is given, and client further agree that client shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. Client accept that there may be taxes or charges payable to relevant authorities in respect to any Instruction given outside Hong Kong , and client agree to pay such taxes or charges as possible.

若客戶方向英明證券發出指令，客戶同意確保及聲明，該等指令嚴格遵守該等指令發出時所在相關司法轄區的任何適用法律。客戶進一步同意，客戶有疑問時會諮詢相關司法轄區的法律顧問。客戶接受在香港以外地區發出的指令，可能需向相關當局支付稅費，客戶同意支付該等適用稅費。客戶同意，

按要求彌償英明證券因客戶在香港以外地區發出指令而發生的任何損害、損失、費用、法律程序、要求或申索。

6. PROVISION OF INFORMATION 資訊之提供

6.1 PCSL may convey information to the Clients by Electronic Services.   The Clients may be charged a fee for information PCSL provides that has been obtained from any markets and form other third-parties that transmit information (collectively referred to as the "Information providers").

英明證券可透過電子服務向客戶傳遞資訊。客戶或需就英明證券所提供取自任何市場及傳送資訊之其他第三者（統稱為「資訊供應商」）之資訊而繳付費用。

6.2 Client understands that the Electronic Services may provide, for informational purpose only, data about securities published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant securities or investment. Client understands that whilst PCSL believe such data to be reliable, there is no independent basis for PCSL to verify or contradict the accuracy or completeness of the information provided by third parties. Client understands that no recommendation or endorsement from PCSL shall be inferred from the data provided with respect to any securities or investment.

客戶瞭解，就提供資訊而言，電子服務只提供由第三方刊發的證券資料。因市場波動及資料傳送過程的延誤，該等資料可能並非有關證券或投資的實時市場報價。客戶瞭解，雖然英明證券相信該等資料可靠，但沒有獨立基準可茲證實（否定）所提供資料的準確及完整性。客戶瞭解，不應從所提供的任何證券或投資資料而推斷英明證券作出任何推薦或認可。

6.3 Client understand that information provided in the Electronic Services is provided on an "as is", "as available" basis and PCSL do not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. PCSL give no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) with respect to such information.

客戶瞭解，在電子服務中提供的資料，以「現狀」及「可提供」基準提供，英明證券並不保證該等資料的及時性、順序、準確性、足夠性或完整性。英明證券沒有就該等資料作出明示或默示保證（包括但不限於可商售性或就某一用途的適合性而作出的保證）。

6.2 The information is the property of PCSL, the information providers or others and is protected by copyright.   The Clients shall not:

資訊乃英明證券、資訊供應商或其他人士之財產，受版權保障。客戶不得：

i) upload, post, reproduce or distribute any information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and

未經版權擁有人許可，上載、張貼、複製或分派受版權或其他知識產權（包括公開資料及保持私隱之權利）保障之任何資訊、軟件或其他材料；及

ii) use the information or any part thereof other than for its own use or in the ordinary course of its own business.

於其本身用途或其通常業務運作範圍以外使用該等資訊或其任何部分。

6.3 The Client agrees not to:

客戶同意不得：

    i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner without the express written consent of PCSL and the relevant information provider(s);

    未經英明證券及有關資訊供應以書面明示同意，複製、再傳送、傳播、出售、分派、刊登、廣播、傳閱或使用該等資訊作任何商業用途；

    ii) use the information for any unlawful purpose; and

    使用該等資訊作非法用途；及

    iii) use the information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in futures and options contracts trading in difference markets.

    用該等資訊或其任何部分以建立、維持或提供或協助建立、維持或提供買賣於不同交易場所之期貨及期權交易服務。

6.4 The Client agrees to comply with reasonable written requests by PCSL to protect the information providers' and PCSL's respective rights in the information and the Electronic Services.

客戶同意遵從英明證券為保障資訊供應商及英明證券在資訊及電子服務各自之權利而提出之合理書面要求。

6.5 The Client shall comply with such reasonable directions as PCSL may give from time to time concerning permitted use of the information.

客戶須遵從英明證券不時發出有關獲准使用資訊之合理指令。

7. INTELLECTUAL PROPERTY RIGHTS 知識產權

The Clients acknowledges that the Electronic Services, and any software comprised in it, is proprietary to PCSL. The Clients 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 unauthorized access to, any part of the Electronic Services or any of the software comprised in it. The Clients agrees that PCSL shall be entitled to terminate this Electronic Service if at any time the Client breaches, or if PCSL at any time reasonably suspects that the Client has breached, this warranty and undertaking.

客戶承認，電子服務及所包括之任何軟件乃屬英明證券專有。客戶保證及承諾，彼不得及不得試圖竄改、修改、解編、反編程破壞、策劃或以任何其他方式予以改動，亦不得試圖未經授權進入電子服務之任何部分或所包括之任何軟件。客戶同意，倘若於任何時候客戶違反或英明證券於任何時候合理懷疑客戶已違反此項保證及承諾，英明證券有權終止本電子交易服務。

8. LIMITATION OF LIABILITY AND INDEMNIFICATION 法律責任及彌補之上限

8.1 PCSL, its Associates, its agents and the information providers shall not be responsible for any losses, costs, expenses, or liabilities suffered by the Client resulting from circumstances beyond their

reasonable control including, without limitation:

英明證券、聯絡人士、其代理人及資訊供應商無須就因超出彼等合理控制範圍之情況（包括但不限於以下各項）而令客戶蒙受之任何損失、費用、開支或負債承擔責任：

i) delays, failure or inaccuracies in transmission of communications to or from PCSL through telephone, electronic or other systems that are not under our control;

透過電話、電子或其他不受英明證券控制之系統向英明證券傳送之通訊出現延誤、故障及不準確情況；

ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by information providers;

由資訊供應商提供之研究、分析、市場數據及其他資訊出現延誤、不準確、遺漏或無法取用之情況；

iii) unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s) and/or account numbers; and

被未經授權進入通訊系統，包括未經授權使用客戶上網號碼、密碼及/或戶口號碼；及

iv) war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.

爆發戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所關閉或正常買賣受干擾、天氣情況惡劣及天災。

8.2 The Client agree to defend, indemnify and hold PCSL, its Associates, its agents and the information providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement for Securities Trading (including this On-Line Trading Agreement), applicable futures laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Electronic Service.

客戶同意，就因客戶違反證券交易客戶協議書（包括本網上交易協議書）、適用之期貨法例或規定或任何第三者權利（包括但不限於侵犯任何版權、違反任何所有權權利及侵犯任何私隱權）而引致之任何及所有索償、損失、負債、費用及開支（包括但不限於律師費），向英明證券、其相應代理人及資訊供應商作出答辯、彌補及令彼等不受損害而承擔責任（不論屬侵權行為，合約或其他責任）。中止電子服務後仍需為此負責。

8.3 The Client accepts that while PCSL endeavors to ensure the accuracy and reliability of the information provided, PCSL does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omissions.

客戶承認，儘管英明證券已盡力確保所提供資訊可靠，但英明證券不能擔保其準確性或可靠性，故此不會就因任何不確或遺漏而引致之損失或損害而承擔責任（不論屬侵權行為、合約或其他責任）。

9. TERMINATION OF ELECTRONIC SERVICES 電子服務之終止

9.1 PCSL reserves the right to terminate the Client's access to the Electronic Services or any portion of them

at its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Client's Login ID, Password and/or account number(s), breach of this On-Line Trading Agreement or Client Agreement for Securities Trading, discontinuance of PCSL's access to any information from any information provider or termination of one or more agreements between PCSL and information providers.

英明證券保留權利，可因以下任何理由，在無須通知及不受限制下全權決定終止客戶取用電子服務或其任何部分、該等理由包括但不限於被擅自使用客戶之識別碼、密碼及/或戶口號碼，違反本網上交易協議書或證券交易客戶協議書，英明證券取用資訊供應商之任何資訊中斷，或英明證券與資訊供應商之間之一項或多項協議被終止。

9.2 In the event of termination by PCSL, the information providers, and PCSL shall have no liability to the Client; however, that if the termination is without cause PCSL will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Electronic Services not furnished to the Client as of the date of such termination.

假如終止乃由英明證券或資訊供應商提出，英明證券無須向客戶承擔責任，但倘若在並無任何理由下終止有關服務，英明證券須按比例退還客戶就計至終止之日尚未提供之該部分電子服務已繳付之任何費用。

10. RISK DISCLOSURE 風險披露

PCSL refers the Client to the Risk Disclosure Statements.

英明證券要求客戶參閱風險披露聲明。

Acknowledgement 簽署確認

I/We, the undersigned, hereby acknowledge that I/we have read, is/are aware of and understand the contents of the Client's Agreement and accept its terms and conditions thereof.

本人／吾等，為下述簽署人，茲承認本人／吾等已閱讀、知悉、及明白本協議之內容並接受其條款及條件。

Date 日期……………………………………..

EXECUTION PAGE 簽署頁

SIGNED by 簽署人   in the presence of: 見證人

(1)

_____   _____

Signed by Client 客戶簽署   Signed by Witness 見證人簽署

_____   _____

Print name of Client 客戶姓名   Print name of Witness 見證人姓名

(2)

_____   _____

Signed by Client 客戶簽署   Signed by Witness 見證人簽署

_____   _____

Print name of Client 客戶姓名   Print name of Witness 見證人姓名

(3)

_____   _____

Signed by Account Executive   Date 日期

客戶主任簽署

ACKNOWLDEGED AND ACCPETED BY 確認及接納由

For and on behalf of

Phoenix Capital Securities Limited 英明證券有限公司

_____

Authorized Signature 授權簽署

For office use only:

Input by:_____   Date: _____

Checked by:_____   Date: _____

END

7.2019