



EWARTON SECURITIES LIMITED

穎翔證券有限公司

Internet Trading Services Supplemental Agreement

網上交易服務之補充協議書

A/C No.
戶口號碼： _____

A/C Name
戶口姓名： _____

Login ID
登入名稱： _____

Date
日期： _____

Maker:	
Checker:	
Authorized By:	

Client Name: _____

Account Name: _____

In consideration of Ewarton Securities Limited (the "Broker") agreeing to open an account pursuant to the Client Agreement (as defined below) and to operate such an account via an online trading account(s) in the Client's name for use through the online trading services, the Client hereby agrees to enter into this Supplemental Agreement in respect of the operation of the online trading account on the following terms and conditions as may be amended or supplemented by the Broker from time to time:-

1. Definition and Interpretation

- 1.1 In this Supplemental Agreement, unless the context otherwise requires, the following terms and expressions shall have the following respective meanings:

"Client Agreement" means the Terms and Conditions of Cash Clients Agreement and/or the Terms and Conditions of Margin Account Agreement (as the case may be) made between the Broker and the Client, Cash Clients Opening Documents and/or Margin Account Opening Documents (as the case may be) and the Signature Card, relating to the sale or purchase of or otherwise dealing in securities, as amended or supplemented from time to time;

"Broker" means Ewarton Securities Limited;

"Client" means any individual, firm or company who is the holder of the Online Trading Account under this Supplemental Agreement;

"Instructions" means any instruction given by the Client orally, in writing or electronically or otherwise to the Broker in connection with the sale or purchase of or otherwise dealing in securities, which shall be irrevocable once given;

"Online Trading Account" means the online trading account in the Client's name opened and maintained with the Broker in connection with the sale or purchase of or otherwise dealing in securities pursuant to this supplemental Agreement;

"Online Trading Services" means the electronic trading facilities and services provided by the Broker or the Broker's contractor or agent from time to time including but not limited to services provided or accessible through the Internet and/or other electronic communication channel in connection with the sale or purchase of or otherwise dealing in securities through the Online Trading Account;

- 1.2 Unless otherwise specified herein, terms defined in the Client Agreement will have the same meanings when used in this supplemental Agreement. The terms of this Supplemental Agreement are in addition and supplemental to the terms of the Client Agreement. The terms and conditions of this Supplemental Agreement and the Client Agreement should be read together accordingly. If any discrepancy arises between any terms of the Client Agreement and those of the Supplemental Agreement, the Supplemental Agreement prevails.

2. Online Trading Services

- 2.1 The Client warrants and undertakes that the Client shall be the only authorized user of the Online Trading Account and the login name and password issued to the Client by the Broker and/or changed by the Client from time to time. The Client shall not disclose the login name and password to any persons and shall be wholly and solely responsible for the confidentiality, security and use of the login name and password under all circumstances. The Client agrees and acknowledges that the use of the Online Trading Account (whether authorized by the Client or not) with the Client's password shall constitute and be deemed the access to and the use of the Online Trading Account by the Client. The Broker may use authentication technologies in connection with the Online Trading Services.
- 2.2 The Client acknowledges that the Online Trading Services and the websites operated separately by the Broker and the Broker's contractor or agent are licensed or proprietary to the Broker and the Broker's contractor or agent. The Client warrants and undertakes that the Client will not tamper with, modify, de-compile, reverse engineer or otherwise alter any part of the Online Trading Services and the websites operated separately by the Broker and the Broker's contractor or agent or attempt so to do.
- 2.3 The Client agrees to review every Instruction before entering in through the Online Trading Services as it may not be possible to cancel or withdraw the Instructions once given. In any event, the Client shall be wholly and solely responsible for the instructions entered through the Online Trading Services.
- 2.4 Unless otherwise agreed by the Broker, the Broker is not obliged to execute the Client's instructions until there are sufficient cleared funds or securities in the Client's account to settle the Client's transaction.
- 2.5 Notwithstanding any provision in this Supplemental Agreement, the Client agrees and acknowledges that the Broker shall be entitled to change, suspend and terminate the Online Trading Services or any part thereof and/or this Agreement at the Broker's absolute discretion at any time with or without prior notice to the Client for whatsoever reason.

- 2.6 The Client agrees to pay all subscription and service fees (if any) that the Broker may charge from time to time for using the Online Trading Services.
- 2.7 Following execution of the Client's Instructions, the Client accepts that the Broker may send the Client and the Client agrees to receive trade confirmations of the Client's transaction through electronic posting to the Client's account or other electronic means in lieu of printed confirmations. Such information will be freely accessible by the Client after such sending by the Broker and the Client shall print out the confirmations or make the Client's own arrangements forthwith without delay to maintain the Client's own records if necessary. The Broker will also send the Client relevant statements summarizing entries in the Client's account by mail or otherwise.
- 2.8 The Broker may (but not have obligations) monitor and/or record any of the Instructions given or orders of the Client transacted through the Online Trading Services. The Client agrees to accept such recording (or a transcript thereof) as final and conclusive evidence of the contents and nature of the Instructions and transactions and as binding on the Client.
- 2.9 The Client shall immediately notify the Broker if:
 - 2.9.1 an Instruction has been placed through the Online Trading Services and the Client has not received an instruction number or acknowledgement of receipt of the instruction or of its execution from the Broker (whether by hard copy, electronic or verbal means); or
 - 2.9.2 the Client has received acknowledgement of a transaction (whether by hard copy, electronic or verbal means) which the Client did not instruct or the Client has any suspicion of unauthorized access to the Online Trading Services; or
 - 2.9.3 the Client becomes aware of or suspicious of any unauthorized disclosure or use of the Client's login name and password;

the Broker or its agents, employees or representatives will not be responsible or liable to the Client or any other person whose claim may arise through the Client for any claim with respect to handling, mishandling or loss of instruction placed through the Online Trading Services.

3. Deemed Time of Receipt and Transmission

- 3.1 It is agreed that:
 - 3.1.1 a request, order, instruction, enquiry, message or information (collectively "Communication") sent via the Online Trading services shall be deemed to have been sent by the party sending the Communication ("the sender") at the time the communication is accepted by an information system outside the control of the sender;
 - 3.1.2 a communication sent by Broker via the Online Trading Services shall be deemed to have been received by a party ("the Recipient") at the time the Communication is accepted by the Recipient's information system; and
 - 3.1.3 a communication sent by the Client or any third party ("the Sending Party") via the Online Trading Services to Broker shall be deemed to have been received by Broker when Broker sends a message back to the Sending party expressly acknowledging receipt processing or acceptance of the Sending Party's Communication.
- 3.2 Notwithstanding anything contained herein, the Broker shall not be deemed to have received the Client's instructions or executed its instruction unless and until the Client is in receipt of the Brokers' message acknowledging receipt or confirming execution of the Client's instructions (including without limitation by posting the status of the Instructions in order journals on the website which is operated by the Broker and is freely accessible by the Client). The Broker is also entitled to correct any errors in such acknowledgment or confirmation without incurring any liability in connection therewith.

4. Limitation of Liability

- 4.1 The Client acknowledges and agrees that under no circumstances shall the Broker or the Broker's contractor or agent be liable to the Client for any special, consequential incidental or indirect damages, including but not limited to loss of profit, arising out of or in connection with this Supplemental Agreement or from the use or inability to use the Online Trading Services.
- 4.2 The Client acknowledges that the Client has fully understood the implications of the risks associated with the Online Trading Services as set out in the Risk Disclosure Statement in Clause 5 but agrees that the benefits of using the Online Trading Services outweigh these risks, the Client acknowledges and agrees that the Broker and the Broker's contractor or agent hereby excludes, to the extent legally permissible, any and all liability whatsoever to the Client for any loss suffered by the Client, whether directly or indirectly, as a result of any of the following events:

- 4.2.1 the Online Trading Services becoming unavailable for use by the Client (whether due to a technical fault or otherwise);
- 4.2.2 data entered by the Client becoming scrambled lost or wrongly communicated in transmission due to defects in the Online Trading Services;
- 4.2.3 any delay in the transmission and/or receipt of a request, order, instruction, enquiry, message or any other data or information via Online Trading Services;
- 4.2.4 failure or delay in the execution of any Instructions at prices different from those prevailing at the time the Instructions were given;
- 4.2.5 the unavailability to the Broker and/or the Client of any connectivity between the Broker and the Broker's contractor or agent and the Client or any other parties (whether due to a technical fault or otherwise);
- 4.2.6 Client's failure to use the Online Trading Services in accordance with this Supplemental Agreement or any other relevant agreement between the Client and the Broker;
- 4.2.7 closure of, or suspension of trading on, any relevant stock exchange; or
- 4.2.8 fraudulent use or theft of the Client's account and/or password or cyber-jacked Online Trading Accounts.

If the Client experiences any problems in communicating with the Broker through the Online Trading Services, the Client shall use other alternative means available to the Client to communicate with the Broker and shall inform the Broker of such problem.

- 4.3 The Client further acknowledges that the Broker endeavors to ensure the accuracy and reliability of the details and information of the Online Trading Account including (without limitation) transactions, statement of account, money and stock balances, provided via the Online Trading Services but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from inaccuracies or omissions. The Client undertakes to notify the Broker immediately if the Client finds any error, omission or discrepancy in the details and information of the Online Trading Account provided via the Online Trading Services.
- 4.4 The Client acknowledges that the broker is excused from performance and shall not be liable for any failure or delay in carrying out Broker's obligations under this Supplement Agreement, in whole or in part, where that failure or delay is caused by (i) any disruption, breakdown, malfunction or failure of transmission, communication or computer facilities; (ii) any disruption, closure, breakdown or failure of any relevant exchange and/or clearing house and/or broker and/or any other person or firm or company whatsoever; (iii) any prevailing market conditions; (iv) any strikes or similar industrial action; (v) any action of the government, governmental agency, exchange, and/or clearing house; and (vi) the occurrence of any contingency beyond the Broker's reasonable control including but not limited to, fire, civil disobedience, riot, rebellion, compliance with changes of any law or governmental order, rule or regulation, floods, storms, other Acts of God and similar occurrences.

5. Risk disclosure Statement on Online Trading Services

5.1 The Client acknowledges and accepts the following risks associated with the use of the Online Trading Services as a means of communication and the Client shall not hold the Broker liable for any loss relating thereto: -

- 5.1.1 the Internet is an inherently unreliable medium of communication and provision of information due to the public nature of the communication and that the security, reliability and capacity of such means of communication and provision of services depends upon various factors beyond the Broker's control, including the operation of the service providers and the equipment and facilities used by such providers and other users;**
- 5.1.2 there may be congestion, interruption, breakdown or failure of transmission of the Online Trading Services or any communication equipment or facilities, errors omissions or delays in the transmission and receipt of orders and other information and in the execution and confirmation of orders which may result in orders not necessarily be executed at the prices indicated on the internet; and**
- 5.1.3 there may be unauthorized access, tampering, modification or alteration of the Online Trading Services and/or any part or component thereof which may result in the manipulation, unlawful use, theft or loss of information, including the Client's personal data.**

6. Information and Intellectual Property Rights

- 6.1 All intellectual property rights subsisting in respect of the websites operated separately by the Broker or the Broker's contractor or agent ("Websites") belong to the Broker, the Broker's contractor or agent or third parties. All rights under

applicable laws are hereby reserved, the Client agrees not to do any act which may constitute any infringement or encroachment of such rights or interests. The Client is not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the Websites themselves or create derivative works with respect thereto, as the Websites are protected by copyright under applicable laws.

- 6.2 The Broker or the Broker's contractor or agent may provide financial market data, quotes, news, research or other information, including graphic images (collectively, the "Information"), to Client by means of hardcopy, conversation, electronic media, website operated by the Broker or otherwise (no matter in writing or verbally). The Client acknowledges that the rights in the Information are the property of the Broker or the Broker's contractor or agent, the information providers or the licensors (the "Information Providers") and are protected by applicable copyright and other intellectual property laws and the Client is allowed to use the information on the agreement of not engaging in any actions which may infringe the rights of the Information Providers.
- 6.3 The Client acknowledges that none of the Information Providers makes any representation or warranty of any kind (including but not limited to warranties of merchantability or fitness for any particular use) and does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of the Information. In particular owing to market volatility and possible delay in data-transmission process, the market data containing in the Information may not be real-time market quotes for the relevant products. Whist the Broker believes such data to be reliable, it has no independent basis to verify the accuracy or completeness of the Information provided. No recommendation or endorsement from the Broker shall be inferred from such data.
- 6.4 The client acknowledges that the Information is provided for informational purpose only and should not be used as a basis for making business, investment or any kind of decision and the Information Providers do not accept any responsibility or liability for any loss or damage howsoever arising from any person acting or refraining from acting in reliance on the Information.
- 6.5 The Broker shall not be liable in any way for any loss arising from or caused by (i) any inaccuracy, error in or omission from any such data, information or message; (ii) any delay in the transmission or delivery thereof; (iii) any suspension or congestion in communication; (iv) any unavailability or interruption of any such data, message or information whether due to the Broker's act or not; or (v) by any forces beyond the Broker's control.

7. Indemnity

- 7.1 Without prejudice to other rights and remedy that the Broker is entitled to have, the Client agrees that the Broker shall not be liable for any loss or damage to the Client or any other person may suffer as a result of using or attempting to use the Online Trading Services unless such loss or damage are caused by willful default or gross negligence on the Broker's part. The Client undertakes to indemnify the Broker, on full indemnity basis, on demand, for any loss or damage the Broker may suffer as a result of the use of the Online Trading Services by the Client.

8. Miscellaneous

- 8.1 The Client agrees that the broker may at its discretion amend, delete or substitute any of the provisions herein or add new provision to this Supplemental Agreement by sending to the Client a notice in writing setting out such amendment, deletion, substitution or addition. Such amendment, deletion, substitution or addition shall be and be deemed incorporated in and form part of this supplemental Agreement, and shall take effect and becoming binding on the Client unless written objection thereto shall be actually received by the Broker. Without limiting the generality of the terms and conditions of the Client Agreement, the client agrees that any notice demand and other communication to the Client may be also effectually given by electronic mail to any number or email address last notified to the Broker.
- 8.2 The client acknowledges that the client has read and understood the operational manuals relating to the use, operation and procedures of the Online Trading Services made available to the client on the Broker's Internet website, and further acknowledges that such manuals may be amended or supplemented by the Broker from time to time, which shall be binding on the Client in respect of the Client's use of the Online Trading Services and the Online Trading Account.
- 8.3 The Client confirms that the Client has read and agrees to the terms of this Supplemental Agreement, which have been explained to the Client in a language that the Client understands.
- 8.4 In the event of any difference in interpretation or meaning between the Chinese version and English version of this Supplemental Agreement, the Client agrees that the English version shall prevail.
- 8.5 This Supplemental Agreement shall be governed by, interpreted and enforced in accordance with the laws of the Special Administrative Region of Hong Kong.

客戶：_____

賬戶號碼：_____

鑑於（『經紀』）同意以客戶的名義開立網上交易賬戶，提供網上交易服務，以協助客戶運作其根據客戶協議（定義見下）開立的賬戶，客戶謹此同意簽訂本補充協議，網上交易賬戶須根據以下條款及條件（並會受經紀不時修訂或補充）運作：

1. 定義及釋義

1.1 在本補充協議中，除文義有所指外，以下各名詞及用語應具有下涵義：

- 『客戶協議』 指與買賣或以其他方式處理證券有關，經紀與客戶訂立的現金交易及 / 或保證金交易（視情況而定）之條款及守則、現金交易及 / 或保證金交易（視情況而定）開戶文件及簽署表格（以上文件會不時受修訂或補充）；
- 『經紀』 指穎翔證券有限公司；
- 『客戶』 指根據本補充協議作為網上交易賬戶持有人之個人、商號或公司；
- 『有關指示』 指客戶就與買賣或以其他方式處理證券有關以書面、電子或其他方式發出的指示，該等指示一經發出，就不能撤銷；
- 『網上交易賬戶』 指根據補充協議，客戶與經紀開立並維持用以買賣或以其他方式處理證券之網上交易賬戶；
- 『網上交易服務』 指根據經紀、其承包商或其代理人不時提供電子交易設施及服務，使客戶可透過網上交易賬戶進行買賣或以其他方式處理證券，其中包括（但不限於）透過互聯網或其他電子渠道提供或接駁的服務；

1.2 除非本補充協議另有界定或文義另有所指外，客戶協議內所界定之詞語與本補充協議所採用者具有相同定義。本補充協議的條款加於並補充客戶協議的條款；故此上述兩份協議的條款之間出現歧義，則以補充協議為準。

2. 網上交易服務

- 2.1 客戶承諾其為網上交易賬戶、經紀不時向客戶發出及 / 或客戶更改之登入名稱及密碼的唯一授權用戶。客戶不得向其他人士披露其登入名稱及密碼，並在任何情況下，客戶須全面及單獨承擔登入名稱及密碼的保密、安全及使用性的責任。客戶同意及確認任何以客戶的密碼（不論是否獲客戶授權）使用網上交易賬戶，均會構成及被視為客戶登入及使用網上交易賬戶。經紀可於網上交易服務有關的事宜上使用認證技術。
- 2.2 客戶確認網上交易服務均為經紀及經紀的承包商或代理人所擁有或獲授权使用，客戶承諾不會也不企圖干擾、更改、改動、反編碼或作其他任何改動經紀的承包商或代理人網上交易服務、經紀的承包商或代理人各自營辦的網站之任何部份。
- 2.3 客戶確認有關指示一經作出，便可能無法更改或取消，故此客戶透過網上交易服務輸入有關指示前，應複核該等指示。在任何情況下，客戶須全面及單獨負責經網上交易服務輸入的有關指示。
- 2.4 除非客戶的賬戶持有足夠的已結算款項或證券以供交收客戶交易之用，否則經紀無須執行有關指示，但獲得經紀同意者除外。
- 2.5 不論本補充協議中有任何其他條款的規定，經紀可隨時行使其絕對酌情權，可以任何理由更改、暫停或終止網上交易服務或其任何部份或本補充協議，而毋須給予客戶事前通知。
- 2.6 客戶同意由於使用網上交易服務，支付經紀不時訂明之訂購及服務費用（如有的情況下）。
- 2.7 於客戶的有關指示被執行後，客戶須接受經紀可以向客戶發出而客戶亦同意收取經紀通過電子告示方式向客戶的帳戶或通過其他電子方式向客戶就其交易而發出交易確認書以取代印本形式的文件。於經紀發出該信息之後，客戶可隨意讀取該些信息。若有需要的話，客戶必須儘速列印該等電子信息或作出其他適當安排，以供其記錄之用。經紀也會以郵遞或其他方式向客戶發出相關結單以摘錄客戶賬戶中的項目。
- 2.8 對於客戶透過網上交易服務而發出的有關指示或買賣盤，經紀可以（但毋須）進行監察及 / 或記錄。客戶同意接受任何該等記錄（或其書寫版本）作為有關指示或有關交易的內容及性質的最終及不可推翻的證據，並且對客戶有約束力。

2.9 如遇下列情況，客戶應立即通知經紀：

- 2.9.1 已透過網上交易服務發出有關指示，但客戶沒有收到買賣盤號碼，或沒有收到關於指示或其執行的認收通知（無論以書面、電子或口頭方式）；或
- 2.9.2 客戶收到非由客戶發出的指示或其執行的認收通知（無論以書面、電子或口頭方式）或懷疑有人於非授權下登入網上交易服務；或
- 2.9.3 客戶懷疑或察覺任何非授權透露或使用登入名稱及密碼；

否則經紀或其任何代理人、僱員或代表人將不就此承擔客戶或其他人(透過客戶)就處理、錯誤處理或失去透過網上交易服務發出指示而提出的任何索償。

3. 推定收取及傳送的時間

3.1 雙方同意：

- 3.1.1 就任何經網上交易服務發出的要求、買賣盤、指示、詢問、訊息或資料（『各類訊息』）時，當不受發出各類訊息的一方（『發出者』）所控制之系統接受各類訊息之時，發出者的各類訊息視為已發出；
- 3.1.2 就任何經紀，經網上交易服務發出各類訊息，當接收各類訊息的一方（『接受者』）的資訊系統接受時，接受者視為已接受該等各類訊息；及
- 3.1.3 就經紀、客戶或任何第三方（『發出方』）透過網上交易服務向經紀發出各類訊息而言，當經紀向發出方送回認收訊息，明確表明確認收到、處理或接受發出方的各類訊息之時，經紀視為已收妥各類訊息。

3.2 不論本補充協議中有任何其他條款的規定，除非及直至客戶收到經紀透過其不時指定的方式作出的認收或確認（包括但不限於客戶可透過客戶的登入密碼自由查閱網站上的買賣日誌刊登客戶的指示或買賣盤的狀況），否則經紀將不會被視為已收到或執行客戶的有關指示。經紀有權糾正任何認收或確認的誤差，而不應就此招致任何法律責任。

4. 法律責任的限制

- 4.1 客戶確認及同意，經紀或經紀的承包商或代理人在任何情況下，不須承擔與本補充協議、使用或不能使用網上交易服務有關，而或由前述各項導致的任何損失(包括但不止於特殊、相應、附帶或間接的損害賠償或利潤損失)。
- 4.2 客戶確認其完全瞭解載列於第 5 條風險披露聲明中與網上交易服務相關的風險的含意，雖然存在風險，但是客戶同意使用網上交易服務所得的利益超過有關的風險。客戶確認及同意經紀及經紀的承包商或代理人可免除(在法律容許的範圍內)客戶由於以下各項蒙受的任何損害(不論是直接或間接)而引致經紀或經紀的承包商或代理人對客戶須承擔之任何責任：
 - 4.2.1 客戶無法使用網上交易服務(無論是否由於技術故障導致)；
 - 4.2.2 由於網上交易服務之缺陷，客戶輸入的數據在傳送中變成混亂、遺失或錯誤地傳遞；
 - 4.2.3 要求、買賣盤、指示、查詢、訊息或其他數據或資訊在透過網上交易服務的傳遞中或接收時發出遲誤；
 - 4.2.4 不執行或延誤執行有關指示，引致執行時的價格有別於發出有關指示時的價格；
 - 4.2.5 經紀及 / 或客戶不能連接上經紀與經紀的承包商或代理人與客戶或其他人士間的接駁點(無論是否由於技術故障導致)；
 - 4.2.6 客戶沒有按照本補充協議或經紀與客戶簽立的任何相關的協議的規定使用網上交易服務；
 - 4.2.7 相關證券交易所關閉或暫停買賣；或
 - 4.2.8 以欺詐方式使用或盜竊客戶賬戶及 / 或密碼或將網上交易賬戶劫持或非法控制。

如客戶未能透過網上交易服務與經紀聯絡時，則客戶須運用其他聯絡途徑與經紀聯絡，並通知經紀其遇上的問題。

- 4.3 客戶確認經紀會盡力確保網上交易賬戶的詳情及資料，準確性及可靠性當中包括(但不限於)透過網上交易服務提供的交易、結單、款項、證券數額，但不會保證其準確性及可靠性。經紀不會承擔由於不準確或遺漏而引起的任何損失或損害的法律責任(不論是否侵權或合約或其他責任)。客戶承諾如發覺透過網上交易服務收取網上交易賬戶的詳情及資料出現錯誤、遺漏或不符之處，客戶會立即通知經紀。
- 4.4 客戶確認在發出以下事項而導致經紀未能或延誤履行其根據本補充協議下的全部或部份責任，經紀不須負上任何責任，也不再須履行有關的責任：
- (i) 傳送、通訊或電腦設施出現停頓、失效、失靈或故障；
 - (ii) 任何相關交易所、結算所、經紀及 / 或其他人士(個人、商號、公司或其他) 出現停頓、關閉、失效或故障；
 - (iii) 當時市場情況；
 - (iv) 罷工或其他工業行動；
 - (v) 政府、政府代辦機構、交易所及 / 或結算所的行為；及
 - (vi) 發出任何非經紀可合理控制的意外事件，包括但不限於火災、民眾不安、暴動、反叛、遵守法律、政府命令、規則或監管、水災、風暴或其他天災及性質相似事件。

5. 網上交易服務的風險披露聲明

5.1 客戶確認及接受以下以網上交易服務作為通訊方法之用而相關的風險，客戶也不會要求經紀承擔與下述有關的任何損失：-

- 5.1.1 互聯網作為公眾通訊系統，故此互聯網在本質上為不可靠的通訊及提供資訊的媒體，其有關的保安、可靠性及容量受制於非經紀可控制的因素，包括服務供應商的運作，及該等供應商或其他使用者的設備及設施；
- 5.1.2 網上交易服務的傳送或其他通訊設備或設施可能出現擠塞、中止、暫停或故障，且在傳送及接收買賣盤及其他資訊可能出現錯誤、遺漏或延誤，導致買賣盤的成交及確認價格與互聯網上顯示的價格有別；及
- 5.1.3 可能出現未經授權的登入、干擾、更改或改動網上交易服務及/或其中任何一部份或組件，因而引致資料(包括客戶的個人資料)被改動、非法使用、盜竊或損失。

6. 資訊及知識產權

- 6.1 經紀營辦或經紀的承包商或代理人各自營辦的網站(「該等網站」)所含一切知識產權權利屬經紀、經紀的承包商或代理人或第三者所有，彼等謹此保留其在適用法律下的一切權力。由於該等網站受適用法律的版權保護，客戶同意不得作出任何可能構成侵犯或據用該等權利或權益的行為。客戶不得以任何方式上載、貼上、出版、翻印、傳送或分發該等網站的任何組件，也不可由其創造衍生作品。
- 6.2 經紀或經紀的承包商或代理人可透過印本、談話、電子媒介、該等網站或其他方式(不論書面或口頭方式)向客戶提供金融市場的資料、報價、新聞、研究或其他資訊，包括圖形圖像(統稱「有關資訊」)。客戶確認有關資訊的產權屬於經紀或經紀的承包商或代理人、其資訊提供者或其特許人(統稱「資訊提供者」)所有，並且受適用的版權及其他知識產權法律所保護。
- 6.3 客戶確認資訊提供者不就有關資訊作出任何類別的任何聲明或保證(包括但不限於可商售性保證或適合某一特定用途保證)以及不會確保有關資訊的及時性、次序、準確性、足夠或全面性，尤其由於市場波動或傳送數據之延誤有關資訊中投資產品的市場報價未必實時。雖然經紀相信該等數據為可靠，但經紀未就此作出獨立核證其準確性或全面性。客戶不應認為經紀對該等數據作出任何推薦或贊許。
- 6.4 客戶確認和同意有關資訊的提供是僅為參閱之用，不應該用以作出商業或投資以及其他類別的決定之根據。資訊提供者不會就任何人士依賴該等有關資訊行事或不行事而引致的任何損失或損害賠償或承擔任何責任。
- 6.5 經紀不須承擔以下事項以任何形式引致或導致的任何損失：
- (i) 任何數據、資料或訊息的不準確、錯誤或遺漏；
 - (ii) 延誤的傳送或送達任何數據、資料或訊息；
 - (iii) 通訊發生任何暫停或擠塞；
 - (iv) (無論是否經紀行動引致)有關數據、訊息或資料未能提供或中斷；或
 - (v) 任何非經紀能控制的作為。

7. 彌償

- 7.1 在不損害經紀的其他權利及補償的情況下，客戶同意經紀不須承擔由於使用或企圖使用網上交易服務而導致客戶或其他人士蒙受損失或損害，除非該等損失及損害為經紀的故意失責或嚴重疏忽引致。客戶同意對經紀因客戶使用網上交易服務而蒙受所有損失及損害立即以足額基準作出彌償。

8. 其他條款

- 8.1 客戶同意經紀可自行決定更改、刪除或取代本補充協議的任何條文或將新條文加進本補充協議，而經紀須將有關更改、刪除、取代及增加以書面形式通知客戶。除非經紀確實收到客戶的書面反對，該等更改、刪除、取代及增加會構成並視作收納入本補充協議中成為其一部份，並能對客戶產生法律效力及構成約束力。在不限制客戶協議的一般性原則的情況下，客戶同意任何向客戶的通知、索求或其他通訊可以送至經紀獲通知的最後號碼或電子郵件地址的電子郵件形式進行。
- 8.2 客戶確認客戶已細閱及明瞭關於網上交易服務的使用、操作及程序的操作手冊（客戶可於經紀互聯網的網站提取），客戶進一步確認經紀可不時更改或補充該手冊，而且該手冊對客戶在其使用網上交易服務及網上交易賬戶產生約束力。
- 8.3 客戶確認已詳閱並同意本補充協議之條文，其中內容亦全部以客戶明白之語文，向其解釋清楚。
- 8.4 如本補充協議中英兩種語文版本的釋義或涵義之間有不一致，客戶同意以英文版本為準。
- 8.5 本補充協議及其中之一切權利、義務及責任，須受制於中華人民共和國香港特別行政區（「香港」）之法律，並按香港法律詮釋及執行。

ACCEPTANT AND ACKNOWLEDGEMENT BY CLIENT

客戶的同意及確認

I/We declare and acknowledge that (1) I/we have read the terms and conditions of this Supplemental Agreement and relevant risk disclosure statement contained in clause 5 of this Supplemental Agreement and (2) this Supplemental Agreement and those relevant risk disclosure statement was provided to me/us in a language of my/our choice and (3) I/we acknowledged receipt of a copy of the risk disclosure statement and was/were invited to read the risk disclosure statement, to ask questions and take independent advice if I/we wish and (4) I/we fully understand and accept the terms and conditions of this Supplemental Agreement and agree to be bound by them and (5) I/we have signed this Supplemental Agreement on the date shown below.

本人/吾等聲明及承認 (1)本人/吾等已閱讀本補充協議書之英文/中文版本第 5 條載述的有關之風險披露聲明；(2)有關方面已按照本人/吾等選擇的語言(英文或中文)向本人/吾等提供本補充協議書之條款、條件及相關之風險披露聲明；(3)本人/吾等承認已收到一份風險披露聲明之副本及已獲邀閱讀該風險披露聲明，提出問題及徵求獨立意見(如本人/吾等有此意願)；(4)本人/吾等完全明白所有本補充協議的條款及條件，並同意受其約束；及(5)本人/吾等已在下述日期簽署本補充協議。

✕

Signature of Account Holders(s) 賬戶持有人簽署

Date 日期：

Please state your e-mail address:

請註明閣下的電子郵件地址：_____

DECLARATION BY LICENSED REPRESENTATIVE

持牌代表聲明

I have fully explained the contents of the risk disclosure statement stated in clause 5 of this Supplemental Agreement to _____ (Name of client) in a language which the client fully understands and have invited the client to read the risk disclosure statements, ask questions and take independent advice if the client wishes.

我已經按客戶明白的語言向_____ (客戶姓名)清楚解釋補充協議第 5 條中風險披露聲明書的內容，並已邀請客戶閱讀該風險披露聲明，提出問題及徵求獨立的意見(如客戶有此意願)。

Signed by licensed representative 持牌代表簽署

Name of licensed representative:

持牌代表姓名：_____ CE number CE 號碼 (_____)

Date 日期：

Acknowledged and Accepted By
EWARTON SECURITIES LIMITED
穎翔證券有限公司確認及接納

Authorized Signature 獲授權簽署