

**SUPPLEMENTAL**  
**ELECTRONIC SERVICE AGREEMENT**

**電子服務附加協議**

PICO ZEMAN SECURITIES (HK) LIMITED  
比富達證券(香港)有限公司  
19/F., CMA Building, 64-66 Connaught Road Central, Hong Kong.  
香港中環干諾道中 64-66 號廠商會大廈 19 樓

Account Number

帳 號：

\_\_\_\_\_

Client's Name

帳 戶：

\_\_\_\_\_

The terms if English version, as opposed to the Chinese translation, shall be deemed to be conclusive and definitive.

Should the applicant(s) prefer the English version of this Agreement, please feel free to ask our staff.

本表格之英文文本(相對中文譯本而言)須被視為確實及具有最終效力。

## 電子服務協議

本電子服務協議是附屬於本公司與客戶簽訂的客戶協議，作為客戶協議的補充。根據本電子服務協議，本公司同意向客戶提供電子服務("電子服務")以便客戶可通過電腦或在個人、家庭或小型商用兼容電腦中使用的電子傳送系統(包括可與電訊網絡接駁的裝有調制解調器、終端機網絡電腦的互網設備)發出電子指示，並取得報價和其他資訊。倘客戶協議的條款與本電子服務協議的條款相抵觸，則以前者協議的條款為準。

### 1. 釋義

1.1 除另有規定外，在本電子服務協議中界定的詞語與在客戶協議中界定的詞語具有相同的涵意。

1.2 除文意另有所指，下述詞語應具有下述載明的涵意：

- "指示認收" 就一項指示而言(不管是指購買或出售證券或修訂或取消另一項先前已發出的指示)，指本公司就收到該項指示所作出的認收；
- "登錄名字" 指為存取電子服務而與密碼共同使用的客戶名字；
- "電子服務" 指本公司通過電子傳送系統所提供的電子買賣設施，使客戶可發出買賣證券和以其他方式進行證券買賣的電子指示；
- "資訊" 指任何交易資料、叫價和賣盤價、新聞報導、第三方的分析報告、研究資訊與證券和證券市場有關的其他資訊；
- "密碼" 指為存取電子服務而與登錄名字共同使用的客戶密碼。

1.3 在客戶協議中，凡"指示"者均視其包括按本電子服務協議中所發出的電子指示。

### 2. 使用電子服務

2.1 本公司向客戶發給其登錄名字，密碼將送至客戶指定的電郵信箱，本公司亦會發信通知客戶以上有關安排，取到密碼後，即可啟動電子服務。

2.2 客戶同意：

- (i) 根據本電子服務協議和客戶協議使用電子服務；
- (ii) 其為電子服務的唯一受權用戶；
- (iii) 對其登錄名字和密碼的保密性和使用負責；
- (iv) 對使用其登錄名字和密碼而通過電子服務輸入的所有指示單獨負責；而本公司對所收到的任何指示，均會假定是由客戶以本公司所收到的時間及形式而發出；
- (v) 若得悉其登錄名字或密碼遺失、盜用或未經授權而被使用，將會立即通知本公司；
- (vi) 若其錯誤地輸入登錄名字和密碼超過三次，本公司有權暫時停止其電子服務；
- (vii) 若客戶是以電腦使用電子服務，客戶同意將其電郵地址提供予本公司，並同意若其電郵地址有任何改變，將會從速通知本公司，以及在其指定的電郵地址接收本公司向其發出的電子通訊；
- (viii) 客戶同意通過電子服務就本公司僅以電子服務向客戶提供任何通知、報表、交易確認書及其他通訊所作出的同意，是對客戶具有約束力的；及
- (ix) 在電子服務的各個期間結束後，客戶應立即退出電子服務。

2.3 在收到客戶的指示後，本公司會發出一項指示認收。客戶同意，其收到一項指示認收並不保證其指示將獲得執行。若客戶將其指示輸入電子服務後5分鐘內仍未收到指示認收，或倘若收到的指示存有誤差，客戶應負責立即聯絡本公司，以確認本公司收到其指示，客戶進一步同意，其未能收到指示認收並不一定表示本公司不會執行其指示。倘本公司向客戶確認已執行其指示但未有發出指示認收，客戶仍須負責結算該項買賣。

2.4 在不損害前述條文的一般性原則下，客戶知悉並同意，其通過電子服務發出指示後，或難以修訂或取消該項指示，這僅在本公司尚未執行指示的情況下，才可修訂或取消該項指示。在這情況下，本公司將盡最大努力修訂或取消該項指示，但儘管客戶收到關於修訂或取消指示的一項指示認收，也不保證本公司將會作出該項修訂或取消。若本公司沒有修訂或取消客戶原本的指示。客戶仍須對該項指示負責。

### 3. 資訊條文

3.1 本公司可通過電子服務向客戶傳遞資訊。客戶須就資訊支付費用，本公司會從交易所、市場及傳遞資訊的第三方(合稱"資訊提供者")取得資訊。

3.2 資訊屬本公司、資訊提供者或其他人士的財產，且受版權保護。客戶除自用或在自己業務的正常過程中使用資訊外，不得在其他方面使用資訊或其任何部分。

3.3 客戶同意：

- (i) 未經本公司及有關資訊提供者事先以書面方式明確表示同意，不會複製，再傳遞、傳播、出售、分發、發佈、廣播、傳閱或在商業上利用資訊作非法用途。
- (ii) 不會就任何非法目的使用資訊。
- (iii) 不會將資訊或其任何部份用於設立、維持或提供或協助設立、維持或提供買賣場地或買賣服務，以便買賣在香港交易及結算所上市的證券；及
- (iv) 不會向第三方傳播資訊。

- 3.4 客戶同意遵守本公司以書面發出的合理要求，以保障資訊提供者和本公司在資訊及獲電子服務中的有關權利。
- 3.5 客戶應遵守本公司不時就批准使用資訊而合理地發出的指示。
- 4. 知識產權**
- 4.1 客戶知悉，電子服務和其中包含的軟件屬公司專有財產。客戶保證並承諾，其不應且不應試圖篡改、更改、取消編纂、逆轉設計或以其他方式更改其服務的任何部份或其中包含的任何軟件，亦不應在未獲批准的情況下試圖存取電子服務的任何部分或其中包含的任何軟件。客戶同意，若客戶在任何時候違反本保證和承諾，或本公司在任何時候合理地懷疑客戶已違反本保證和承諾，本公司有權終止本電子服務協議。
- 4.2 客戶知悉其通過電子服務取得的資訊或市場資料可能是第三方專有的資訊或資料。客戶同意，除非事先取得此等權利的擁權人的批准，客戶不會上載、錄製、複製或分發受版權或其他知識產權(以及宣傳和私穩權)保護的任何資訊、軟件或其他材料。
- 5. 法律責任和彌補償限制**
- 5.1 對於客戶在本公司不能合理地控制的情況下所招致的任何損失、費用、開支或責任，本公司、其相關代理人及資訊提供者概不負責。該等情況包括但不限於：
- (i) 在不受本公司控制之電話、電子或其他系統而延遲、未能或不準確地處理向本公司發出的或從本公司收到的通訊；
  - (ii) 第三方所進行的研究和分析以及其已準備的市場資料及其他資訊有延誤、不準確或遺漏之處，或其未能進行該等研究和分析，及未能準備該等市場資料及其他資訊；
  - (iii) 未經授權進入通訊系統，包括未經授權使用客戶的存取號碼、密碼及/或賬戶號碼；及
  - (iv) 戰爭或軍事行動、政府限制、勞資糾紛、任何市場或交易所關閉或其正常交易秩序中斷、惡劣天氣狀況以及天災。
- 5.2 對於因客戶違反協議(包括本電子服務協議)、適用的證券法律或條例，或侵犯任何第三方的權利，包括但不限於侵犯任何版權、所有版權權利及私隱權而引起的任何及所有索償、損失、責任費用和開支(包括但不限於律師費)，客戶同意為本公司、其相關代理人及資訊提供者抗辯，並向其作出賠償，使其免受損失。此項義務在本電子服務協議終止後仍然有效。
- 5.3 客戶接受互聯網是一種新和提升迅速的科技。因此，當本公司參與發展其網上功能時：
- (i) 本公司的網上交易服務未必能夠達到所有客戶的要求和期望；
  - (ii) 本公司網上交易服務功能可能會不定時地作出修改；
  - (iii) 我們網上交易服務的供應商“艾雅斯資訊科技有限公司”將盡力地確保本公司網上交易服務在運作上的連續性。但是，在運作上可能因某些干擾，或需要定時更新和提升而受影響。
- 5.4 客戶了解延遲是因為互聯網有關的原因，包括了以上 5.3 所述。或因為價位於市場急速改變和其它市場因素，這些原因有時將會導致在交易上出現延遲。特別當發出的盤為「最佳價」或「市場價」。客戶接受這些限制。
- 6. 終止電子服務**
- 6.1 本公司保留可基於任何原因全權的情決定終止客戶存取電子服務或其任何部分的權利，而無須向客戶發出通知及受到任何限制；該等原因包括但不限於未經授權使用客戶的存取號碼、密碼及/或賬戶號碼，違反本電子服務協議或客戶協議、本公司未能繼續從任何資訊提供者取得任何資訊或本公司與資訊提供者所簽訂的一項或多項協議受到終止。
- 6.2 倘本公司終止電子服務，資訊提供者及本公司對客戶將不會負上任何法律責任；但若本公司在沒有基於任何原因而終止電子服務，本公司將按比例向客戶退回自作出該項終止日期起客戶可能就未向其提供的某部分電子服務所付的任何費用。
- 7. 一般事項**
- 7.1 若雙方有任何異議，客戶同意以本公司的記錄(包括電子記錄)為準。
- 7.2 倘本公司與香港交易及結算所資訊服務有限公司(“聯交所資訊公司”)已簽訂特許權協議，客戶授權本公司向聯交所資訊公司提供與根據本協議向客戶提供的電子服務有關的資訊，使本公司可遵守本公司與聯交所資訊公司就市場資料饋送所簽訂的特許權協議。
- 8. 風險披露**
- 客戶知悉並接受使用電子服務須承擔下述風險：
- 8.1 若客戶通過電子服務進行交易，客戶須承擔與電子服務系統有關的風險，其中包括硬件和軟件故障、因任何系統發生故障而導致未能根據客戶的指示執行其買賣盤，或未能完全執行其買賣盤。
- 8.2 基於難以預計的通訊擁塞及其他原因，電子服務可能不可靠；而通過電子服務所進行的交易可能受制於在傳遞和收取客戶指示及、其他訊息方面出現延誤、在執行客戶指示方面出現延誤或執行客戶指示時的證券價格不同於發出指示時的當時價格、傳遞中斷或訊號消失；須承擔的風險是在通訊上可能出現誤解或錯誤的情況；以及在一般情況下難以取消經已發出的指示。對於客戶因該等中斷或延誤或第

三方存取資訊而可能招致的損失，本公司概不負責。若客戶並不準備承擔該等中斷或延誤的風險，客戶不應向本公司發任何指示；及

- 8.3 通過本公司的電子服務向客戶提供的市場資料及其他資訊可由本公司從第三方取得。雖然本公司相信此等市場資料或資訊可以信賴，但本公司和該等第三方均不保證此等市場資料或資訊是準確、完整或適時的。

<b>客戶聲明</b>	
1. 客戶已經細閱，明白及接受在此協議書上的規管和客戶的章則條款，並同意遵守有關章則條款	
2. 客戶確認已按照客戶選擇的語言（英文或中文）解釋了在此協議的風險披露聲明，及已獲邀請細閱風險披露聲明、提出問題及徵求獨立的意見（如客戶有此意願）。	
<b>僱員聲明</b>	
1. 已按照客戶選擇的語言（英文或中文）解釋了在此協議的風險披露聲明，及已獲邀請細閱風險披露聲明、提出問題及徵求獨立的意見（如客戶有此意願）。	
X	
x _____ ( ) 個人 / 主要客戶簽署	_____ ( ) 聯名客戶簽署
_____ ( ) 僱員簽署 (CE No. )	_____ ( ) 日期(日 / 月 / 年)

## ELECTRONIC SERVICE AGREEMENT

This Electronic Service Agreement is supplemental to Client Agreement entered into by the Company and the Customer to which this Electronic Service Agreement is annexed whereby the Company agrees to provide to the Customer Electronic Service which enables the Customer to give electronic Instructions and to obtain quotations and other information via computer or electronic transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network ("Electronic Service"). Where any conflict arises between the Client Agreement and the provisions of this Electronic Service Agreement, the provisions of the former shall prevail.

### 1 Interpretation

- 1.1 Terms defined in this Electronic Service Agreement have the same meanings as in the Client Agreement unless stated otherwise.
- 1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:

"instruction"	means, in relation to an Instruction, whether to buy or
Acknowledgement"	sell Securities or to amend or cancel another prior Instruction, means an acknowledgement by the Company of receipt of that Instruction;
"Login ID"	means the Customer's identification, used in conjunction with the password, to gain access to the Electronic Service;
"Electronic Service"	means the Electronic trading facility provided by the Company through electronic transmission which enables the Customer to give electronic instructions to purchase, sell and otherwise deal in Securities;
"Information"	means any transaction data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to securities and the securities markets;
"Password"	means the Customer's password, used in conjunction with the Login ID, to gain access to the Electronic Service.
- 1.3 References to "Instructions" in the Client Agreement is deemed to include such electronic instructions given by means of the Electronic Service.

### 2 Using Electronic Service

- 2.1 On the issuance by the Company to the Customer of its Login ID, Log-in password will be sent to the customer's specific e-mail box. The Company will also inform the customer regarding the above arrangement by post. After the Customer gets the password, the Electronic Service shall be activated.
- 2.2 The Customer agrees:
  - (i) that it shall use the Electronic Service only in accordance with this Electronic Service Agreement and the Client Agreement;
  - (ii) that it shall be the only authorized user of the Electronic Service;
  - (iii) that it shall be responsible for the confidentiality and use its Login ID and Password;
  - (iv) that it shall be solely responsible for all Instructions entered through the Electronic Service using its Login ID and Password and any Instructions so received by the Company shall be deemed to be made by the Customer at the time received by the Company and in the form received;
  - (v) that it shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;
  - (vi) that the Company has the right to suspend the Electronic Service if an incorrect Login ID and Password are entered on more than 3 occasions;
  - (vii) if the Customer uses the Electronic Service that the Customer accesses by computer, the Customer agrees to provide the Company with the Customer e-mail address, promptly provides the Company with any changes to the customer e-mail address and accepts electronic communications from the Company at the e-mail address the Customer specified; and
  - (viii) that it shall be bound by any consent the Customer gives through the Electronic Service for the Company to provide any notices, statements, trade confirmations and other communications to the Customer solely through Electronic Service; and
  - (ix) that it shall logoff the Electronic Service immediately following the completion of each Electronic Service session.
- 2.3 Upon such receipt of Instructions from a Customer, the Company shall send an Instruction Acknowledgement. The Customer agrees that its receipt of an Instruction Acknowledgement is not a guarantee that its Instructions will be executed. If the Customer does not receive an Instruction Acknowledgement within 5 minutes following its entering Instructions into the Electronic Service, or if the Customer receives an Instruction Acknowledgement with error, the Customer is responsible for immediately contacting the Company to confirm that the Instructions were received. The Customer further agrees that non-receipt by it of the Instruction Acknowledgement does not necessarily mean its instructions will not be executed. In the event that the Customer receives confirmation from the Company that the instructions have been executed but not in Instruction Acknowledgement, the Customer shall still be responsible for settling

the trade.

- 2.4 Without limiting the generality of the forgoing, the Customer acknowledges and agrees that it may not be possible to amend or cancel an instruction after it has been given through the Electronic Service and that an instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the instruction but, notwithstanding any receipt by the Customer of an Instruction Acknowledgement 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 Customer shall remain liable for the original instruction.

### **3 Provision of Information**

- 3.1 The Company may convey to the Customer by Electronic Service Information. The Customer may be charged a fee for the Information. The Company obtains Information from Exchanges and markets and from third-parties that transmit Information (collectively referred to as "the Information Providers").
- 3.2 The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Customer shall not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.
- 3.3 The Customer agrees not to:
- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information for any illegal purposes or in any manners without the express written consent of the Company and the relevant Information provider(s);
  - (ii) use the Information or any unlawful purpose;
  - (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 securities listed on the HKEx; and
  - (iv) disseminate the formation to third parties.
- 3.4 The Customer agrees to comply with reasonable written requests by the Company to project the Information provider's and the Company's respective rights in the Information and the Electronic Service.
- 3.5 The Customer shall comply with such reasonably directions as the Company may give from time to time concerning permitted use of the Information.

### **4 Intellectual Property Rights**

- 4.1 The Customer acknowledges that the Electronic Service, and the software comprised in it, is proprietary to the Company. The Customer 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 Service or any of the software comprised in it. The Customer agrees that the Company shall be entitled to terminate this Electronic Service Agreement if at any time the Customer breaches, or if the Company at any time reasonably suspects that the Customer has breached, this warranty and undertaking.
- 4.2 The Customer acknowledges that the Information or market data made available to it through the Electronic Service may be **proprietary to third parties** and the Customer agrees that it will **not 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.

### **5 Limitation of Liability and Indemnification**

- 5.1 The Company, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Customer resulting from circumstances beyond our reasonable control including, without limitation:
- (i) delays, failure or inaccuracies in transaction of communications to or from the Company through telephone, electronic or other systems that are not under our control;
  - (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by third parties;
  - (iii) unauthorized access to communications systems, including unauthorized use of the Customer access number(s), password(s) and/or account numbers; and
  - (iv) war or military action, government restrictions, labor disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.
- 5.2 The Customer agrees to defend, indemnify and hold the Company, its Corresponding Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from the Customer violation of the Account Agreement (including this Electronic Service Agreement), applicable securities laws or regulations, or any third party's 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 Agreement.
- 5.3 The Customer accepts that the Internet is a new and rapidly advancing technology. Accordingly, while the

Company is committed to developing its Internet capabilities:

- (i) The Company's Internet Trading Services may not meet all the Customer's requirements or expectation;
  - (ii) The functionality of the Company Internet Trading Service may from time be varied;
  - (iii) Ayers Solutions Limited (the Internet Trading Provider) will endeavor to make sure the Company's Internet Trading Services continues to function, but its operation may be subject to interruptions and/or require periodic modifications and improvements
- 5.4 The Customer recognizes that in addition to delays due to Internet related factors, including those referred to in Clause 5.3, or due to rapid market price changes and other market factors, there can sometimes be delays in dealing at particular quoted prices or "at best" or "at market". The Customer accepts these constraints.

## **6 Termination of Electronic Service**

- 6.1 The Company reserves the right to terminate the Customer's access to the Electronic Service or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Customer access number(s), password(s) and/or account number(s), breach of this Electronic Service Agreement or the Account Agreement, discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the Company and Information Providers.
- 6.2 In the event of a termination by the Company, the Information Providers, and the Company shall have no liability to the Customer; provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Customer for the portion of the Electronic Service not furnished to the Customer as of the date of such termination.

## **7 General**

- 7.1 In the event of any dispute between the parties, the Customer agrees that the records of the Company (including electronic records) shall prevail.
- 7.2 In the case where the Company has entered into a licensing agreement with the Stock Exchange Information Service Limited (SEIS"), the Customer authorizes the Company to provide information on the Electronic Service supplied to the Customer hereunder to SEIS, to enable the Company to comply with the license agreement between SEIS and the Company relating to market data feeds.

## **8 Risk Disclosure**

The Customer acknowledges and accepts the risks of using the Electronic Service described below:

- 8.1 If the Customer undertakes Transactions via Electronic Service, it will be exposed to risks associated with the Electronic Service system including the failure of hardware and software, and that the result of any system failure may be that its order is either not executed according to its Instructions or is not executed at all;
- 8.2 Due to unpredictable traffic congestion and other reasons. Electronic Service may not be reliable and that Transactions conducted via Electronic Service are subject to delays in transmission and receipt of its Instructions or other Information, delays in execution or execution of its Instructions at prices different from those prevailing at the time its Instructions were given, transmission interruption or blackout, that are risks on misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Customer as a result of such interruptions or delays or access by third parties. The Customer should not place any Instruction with us over the Electronic Service if the Customer is not prepared to accept the risk of such interruptions or delays; and
- 8.3 Market data and other Information made available to the Customer through our Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or Information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

**The Customer(s) Declarations**

3. The Customer(s) has/have read, Understood and agreed to be bound by all the Terms and Conditions on this Agreement governing the Account, and agreed to follow the relevant Terms and Conditions on it.
4. The Customer(s) hereby confirm(s) that the Risk Disclosure Statements annexed to Agreement have been provided in the language of the Customer(s) choice (English or Chinese); and the Customer(s) has/have been invited to read the Risk Disclosure Statements, to ask questions and to take independent advice if the Customer(s) wish(es).

**The Employee's Declarations**

2. The Employee hereby declares that  
the Risk Disclosure Statements annexed this Agreement in the language of the Customer(s) choice (English or Chinese) have been provided to the Customer(s) and the Customer(s) has/have been invited to read the Risk Disclosure Statements, to ask questions and to take independent advice if the Customer(s) wish(es).

✕

x \_\_\_\_\_ ( )

Individual/Principal Client Signature

\_\_\_\_\_ ( )

Joint Account Holder's Signature

\_\_\_\_\_ ( )

Employee's Signature

(CE No. \_\_\_\_\_ )

Date (dd/mm/yy)