

# Internet Trading Agreement

To : T G Securities Limited

Room 602, China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong

( Licensed or Registered with the Securities and Futures Commission as a licensed corporation and an exchange participant of The Stock Exchange of Hong Kong Limited.) [ CE No. AHU 779 ]

## Terms and Conditions for T G Online ("Terms & Conditions")

These Terms & Conditions set out the rights and obligations of T G Securities Limited ("the BROKERAGE FIRM"), \_\_\_\_\_ ("the Client") and all relevant persons in connection with the access to and use of T G Online and all other matters in relation to T G Online. These Terms & Conditions shall be legally binding on the Client and all relevant persons if the Client indicates in the Cash Client's Agreement made between BROKERAGE FIRM and the Client that the Client would like to use T G Online and/or the Client or any person acting or purportedly acting on the Client's behalf gain(s) access to and/or use(s) T G Online (or any part thereof). The Client should read these Terms & Conditions carefully before so indicating in the Agreement as aforesaid or before access to or use of T G Online and in case of doubt, the Client should consult his/her/its own legal advisors.

These Terms & Conditions are in addition to the terms of the Cash Client's Agreement and General Conditions and all shall be binding on the Client and all relevant persons.

### 1. Interpretation

1.1 In these Terms & Conditions, unless the context requires otherwise, the following words and expressions shall have the following meanings:

"Access Codes" means together the Password and the User Name (all defined below).

"Account" means the Client's trading account maintained with BROKERAGE FIRM.

"Agreement" means the Client's Agreement between BROKERAGE FIRM and the Client as amended from time to time.

"Available Funds" means the remaining positive balance in the Account after excluding (i) those funds for the full discharge of the Client's liabilities (actual or contingent, present or future, joint or several) owing to BROKERAGE FIRM; and (ii) (if applicable) those funds that may be subject to any mortgage, pledge, charge, lien or any other form of encumbrance or security interest of any kind whatsoever or howsoever arising on or over such funds.

"Available Securities" means the securities of which the Client is the sole beneficial owner and which are available in the Account free from any mortgage, pledge, charge, lien or any other form of encumbrance or security interest of any kind whatsoever or howsoever arising on or over such securities/futures contract.

"Client" means the person(s) described as Client at the beginning of the Agreement.

"Clearing House" means the Hong Kong Securities Clearing Company Limited or the HKFE Clearing Corporation Limited.

"Contents" means the contents of T G Online (defined below) including, without limitation, the data, information, tradenames, logos, designs, marks shown thereon.

"BROKERAGE FIRM" means T G Securities Limited.

"Exchange" means The Stock Exchange of Hong Kong Limited or The Hong Kong Futures Exchange Limited.

"General Conditions" means General Conditions issued by BROKERAGE FIRM and as amended from time to time.

"Group" means the group of companies of BROKERAGE FIRM and "group of companies" shall have the same meaning as defined in section 2 of the Companies Ordinance (Cap.32 of the laws of Hong Kong).

"Hong Kong" means Hong Kong Special Administrative Region of the People's Republic of China.

"Internet Trading Policy" means the policy relating to the use and operation of T G Online as amended from time to time.

"Instructions" or "Instruction" means instructions or instruction for the buying or selling of or otherwise dealing in any securities/futures contracts or instructions or instruction concerning the operation of the Account or dealing with any monies or property therein or deposited by the Client with BROKERAGE FIRM or of the Client in the possession or control of BROKERAGE FIRM or any member of the Group.

"Mail Services" means the secure electronic messaging facility available as part of T G Online for the delivery and receipt of confirmations, statements, notifications and other notices and communication.

"Other Markets" means markets or exchanges other than those operated by the Exchange.

"Password" means the Client's personal password used in conjunction with the User Name to gain access to T G Online Trading Platform and the Mail Services.

"Securities\Futures Contract" has the same meaning as defined in section 2 of the Securities and futures Ordinance (Cap. 571 of the laws of Hong Kong).

"Trading Document" means together the Agreement, these Terms & Conditions and the General Conditions.

"SFC" means the Securities and Futures Commission.

"Software" means any software (if any), which BROKERAGE FIRM provides to the Client as part of T G Online including updates.

"T G Online" means the on-line electronic services provided by BROKERAGE FIRM or through BROKERAGE FIRM by BROKERAGE FIRM's appointed third party providers under the Trading Document (defined below) comprising T G Online's website/BROKERAGE FIRM's website, T G Online Trading Platform (defined below), the Mail Services (defined below), the Contents and the software comprised in them.

"T G Online Trading Platform" means the facility that enables the Client and Users (defined below) to give electronic Instructions (defined below) and receive the information services.

"T G Online User Manual" means the manual relating to the use and operation of T G Online Trading Platform as amended from time to time.

"Terms & Conditions" means these Terms and Conditions for T G Online as amended from time to time.

"Transactions" or "Transaction" means transactions or transaction in securities/futures contracts which BROKERAGE FIRM effects for and on the Client's behalf and on the Client's or any User's Instructions.

"Users" or "User" means the natural persons or person listed in Schedule A hereto and such other natural persons nominated by the Client to give Instructions on the Client's behalf and enter into Transactions, all through T G Online Trading Platform and the Mail Services.

"User Name" means the Client's personal identification used in conjunction with the Password to gain access to T G Online Trading Platform and the Mail Services.

### 2. T G Online

#### Description of T G Online

2.1 The Client hereby acknowledges that:

- (a) T G Online Trading Platform is a semi-automated facility that enables the Client and Users to send electronic Instructions and receive information services; and
- (b) except for those information provided and to be provided by BROKERAGE FIRM which is and will be so indicated in the Contents and the tradename and trademark of "T G Online" which are solely owned by BROKERAGE FIRM, the functionalities of T G Online and data and information shown on it are provided or owned by third party providers and are thus beyond the control of BROKERAGE FIRM.

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Use of T G Online

2.2 The Client hereby agrees:

- (a) to gain access to and use T G Online in accordance with the terms of the Trading Document and Internet Trading Policy; and
- (b) to comply with all laws and regulations which apply to the access to and use of T G Online and which apply to Instructions given and Transactions entered into through T G Online Trading Platform and the Mail Services.

2.3 The Client warrants and undertakes to ensure that the Users shall comply with the obligations set out in Clause 2.2.

2.4 The Client and the Users shall be the only authorised users of T G Online Trading Platform and the Mail Services under the Account. Until BROKERAGE FIRM is notified to the contrary by the Client in writing, BROKERAGE FIRM shall be entitled to assume that any of the Users has full and unrestricted authority and power to give Instructions on the Client's behalf and enter into Transactions. The Client shall be responsible for the confidentiality and use of the Access Codes. The Client shall be solely responsible for all Instructions entered through T G Online Trading Platform and Mail Services using the Access Codes (notwithstanding that any such Instructions may not have been actually given by the Client or the Users) and shall be bound by all such Instructions. Password may be changed from time to time in accordance with the directions shown on T G Online Trading Platform and thus the Access Codes will be changed correspondingly. The change of the Access Codes shall not affect any Instruction or Transaction given, effected or entered into or any right or obligation of any party to the Trading Document existing or accrued before the change. The Trading Document shall equally apply to Instructions and Transactions given, effected or entered into by using the new Access Codes and shall continue to apply in all respects after the change.

If the Client encounters any problem of gaining access to T G Online Trading Platform, he should immediately notify BROKERAGE FIRM of the problem. He should ensure the Users to give such notification immediately when any of them, at any time, encounters any problem of gaining access to T G Online Trading Platform. Then the Client or any User may give Instructions orally by telephone. When the Client or any User gives Instructions by telephone, he must quote the Account's name, number or other forms of identification as BROKERAGE FIRM may from time to time designate. The Client shall be bound by all Instructions by telephone given as aforesaid notwithstanding that any such Instructions may not have been actually given by the Client or the Users.

Unless BROKERAGE FIRM expressly agrees otherwise, all Instructions given as described in these Terms & Conditions shall be irrevocable notwithstanding that any such Instructions may not have been actually given by the Client or the Users but, without prejudice to BROKERAGE FIRM's right to decline to accept any such Instructions, all such Instructions shall only be effective upon actual receipt by BROKERAGE FIRM. BROKERAGE FIRM shall be entitled to rely and act on any such Instructions and shall not be under any duty to verify the authenticity of such Instructions, their completeness or accuracy or the identity of the persons giving them. And the Client hereby agrees to indemnify and hold BROKERAGE FIRM fully indemnified from and against any losses, costs and expenses (including legal costs) and liabilities of any nature whatsoever reasonably suffered or incurred by BROKERAGE FIRM in reliance on such Instructions.

2.5 The Client hereby acknowledges that:

- (a) except otherwise stated in these Terms & Conditions, all title, rights (including, without limitation, copyright and other intellectual property rights) benefits and interest in, to, of and arising from T G Online and other materials (if any) supplied to the Client by BROKERAGE FIRM are owned by BROKERAGE FIRM and other third party providers appointed by BROKERAGE FIRM to provide parts of T G Online; and
- (b) Software and certain software comprised in T G Online are licensed to BROKERAGE FIRM by their respective owners on a non-transferrable basis for use only in relation to T G Online. Thus, the Client hereby warrants and undertakes that he and the Users shall not, and shall not attempt to (and that he and the Users shall not and shall not attempt to permit or assist any other person to):
  - (i) tamper with, modify, decompile, reverse engineer, or otherwise alter in any way, or to gain unauthorised access to, or make unauthorised use of, T G Online, the Software, or the aforesaid materials or any part of the foregoing; and
  - (ii) transfer, license, assign, share, rent, lease or copy T G Online, the Software, or the aforesaid materials or any part of the foregoing.

The Client hereby agrees that if the Client or any User at any time breaches any of the abovementioned warranties and undertakings or if BROKERAGE FIRM at any time reasonably suspects that the Client or any User has breached the same, BROKERAGE FIRM shall, without prejudice and in addition to all other rights, powers and remedies available to BROKERAGE FIRM under the Trading Document and under the laws, be entitled to immediately end the Client's and Users' use of T G Online Trading Platform and the Mail Services but without notice to the Client and the Users and the Client further acknowledges that BROKERAGE FIRM may take legal action against the Client.

Further, the Client shall indemnify BROKERAGE FIRM against any losses, costs, damages, expenses, demands and claims which result in any way from the breach of any of the abovementioned warranties and undertaking or arise in any way from the Client's or any User's use of or otherwise dealing with T G Online, the Software, or the materials (if any) supplied to the Client by BROKERAGE FIRM or any part of the foregoing.

The Client hereby further undertakes to (and covenants that the Users shall) (a) notify BROKERAGE FIRM immediately if the Client or any User becomes aware that any of the actions described in this Clause 2.5(i) and (ii) is being perpetrated by any other person and (b) give such reasonable assistance and information as BROKERAGE FIRM may request in order to enable BROKERAGE FIRM to take appropriate action.

The Client hereby acknowledges that BROKERAGE FIRM makes no representation, warranty or guarantee as to the completeness, timeliness, correctness or accuracy of T G Online, the Software, and the materials (if any) supplied to the Client. T G Online, the Software, and the said materials are supplied "as is" without any warranty of any kind, express or implied. BROKERAGE FIRM assumes no liability for the consequences of any use or misuse of T G Online, the Software, or the said materials. Except as expressly stated in these Terms & Conditions, BROKERAGE FIRM disclaims all promises, representations and warranties with respect to T G Online, the Software, and the said materials, including, without limitation, their respective merchantability or fitness for any particular purpose.

2.6 The Client further acknowledges and agrees that, as a condition of using T G Online, the Client shall immediately notify BROKERAGE FIRM if (a) an Instruction in respect of the Account has been placed through T G Online Trading Platform and the Client/User has not received an order reference number; (b) an Instruction in respect of the Account has been placed through T G Online Trading Platform or the Mail Services and the Client/User has not received an accurate confirmation of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (c) the Client/User has received confirmation (whether by hard copy, electronic or verbal means) of a Transaction which the Client/User did not instruct or any similar conflict; or (d) the Client becomes aware or suspects that there has been or is unauthorised access to or use of T G Online (or any part thereof) or that the Access Codes have been or may be disclosed, misused or lost. Neither BROKERAGE FIRM nor any of its directors, officers, employees or agents shall have any liability whatsoever to the Client or to any other person for any claims, loss or damages with respect to the handling, mishandling or loss of any Instruction given upon or during the occurrence of any of the foregoing events. And the Client shall fully indemnify BROKERAGE FIRM for all losses, liabilities, costs and expenses which BROKERAGE FIRM may reasonably suffer or incur as a result of BROKERAGE FIRM handling, mishandling or loss of any such Instruction. Further, the Client shall give BROKERAGE FIRM such reasonable assistance and information as BROKERAGE FIRM may request in connection with any such event in order to enable BROKERAGE FIRM to take appropriate action.

2.7 The Client understands that the Internet Trading Policy may be posted on the Contents and the Client and the Users shall comply with the terms of it. T G Online User Manual shall form part of the Internet Trading Policy. In the event of inconsistencies between the Trading Document and the Internet Trading Policy, the Trading Document shall prevail.

2.8(a) The Client acknowledges that the real-time quote services available as part of T G Online are provided by third party providers appointed by BROKERAGE FIRM from time to time. The Client hereby authorises BROKERAGE FIRM to debit for each calendar month such amount as may be set by BROKERAGE FIRM from time to time from the Account as soon as practicable following the end of each calendar month for the use of the real-time quote services provided by such third party providers.

2.8(b) The Client acknowledges and agrees that any news, research, commentary or other data or information issued through T G Online or posted on the Contents will not constitute any advice, representation or recommendation of any nature and will not be meant to be relied on by the Client or any User.

- 2.8(c) The Client acknowledges and agrees that BROKERAGE FIRM shall not be responsible to the Client or any other person for any losses, costs, expenses, damages or claims which the Client may suffer or incur as a result of or in connection with the Client's or any User's reliance on any of the news, research, commentary, data and information abovementioned in Clause 2.8(b) and/or as a result of or in connection with any aspect of any such real-time quote service including, without limitation, the Client's or any User's reliance on any such quote service and/or the information and/or data disseminated from it.
- 2.9 BROKERAGE FIRM will keep computer records of the on-line communications between BROKERAGE FIRM and the Client and between BROKERAGE FIRM and the Users, including, without limitation, the Instructions and BROKERAGE FIRM's responses, and the times of these communications. Further, BROKERAGE FIRM shall be entitled to use telephone recording procedures in connection with receiving the telephonic Instructions and other communications by telephone. All the aforesaid computer and telephone records will as against the Client be conclusive of the Instructions and communications so recorded.
- 2.10 The Client hereby acknowledges and agrees that:
- (a) BROKERAGE FIRM may develop, add to or change T G Online from time to time.
  - (b) BROKERAGE FIRM reserves the right to change, from time to time, these Terms & Conditions and/or the Internet Trading Policy. Unless BROKERAGE FIRM believes that there may be or may have been misuse of or unauthorised access to any part of T G Online, BROKERAGE FIRM will inform the Client at least 2 months in advance of any such change. The Client's or any User's continued use of or access to T G Online (or any part thereof) after such change shall mean the Client's acceptance of such change. If the Client does not accept such change, BROKERAGE FIRM shall (without notice to the Client and Users and without liability to the Client or any person and at any time) be entitled to end the Client's and Users' access to and use of T G Online Trading Platform and the Mail Services.
  - (c) BROKERAGE FIRM may use information and knowledge gained in connection with T G Online in developing T G Online and other products.
  - (d) If BROKERAGE FIRM provides additional or modified facilities, services or Software which are accepted by the Client, the Client agrees to be bound by these Terms & Conditions in relation to them and, in addition, by any other relevant terms and conditions which BROKERAGE FIRM shall advise the Client in writing.
- 2.11 The Client acknowledges that the Exchange, exchanges or associations of Other Markets and other market data providers each asserts a proprietary interest in all of the market data, messages and other market information it furnishes to the parties disseminate such data, messages and information. The Client also acknowledges that no party guarantees the fairness, timeliness, sequence, accuracy, adequacy or completeness of any such market data, message or market information. Neither BROKERAGE FIRM nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, incompleteness, error or delay in or omission from or delay or failure in transmission of any such data, message or information due to any force majeure event, or any other cause beyond the reasonable control of BROKERAGE FIRM or any disseminating party or even due to any negligent act of BROKERAGE FIRM or any disseminating party. The Client shall use such data, message and information for his individual use only and shall not furnish any such data, message or information to any other person for any reason and shall not use such data, message and information for any illegal purpose.
- 2.12 (a) The Client should at his own cost set up and/or make available computer systems (including hardwares, softwares and all related devices) for himself and the Users to gain access to and use T G Online. The Client should ensure the lawful use of the said computer system. The Client and BROKERAGE FIRM each will take reasonable measures to prevent data corrupting or software corrupting devices entering the other's computer systems (including all hardwares, softwares and all related devices). Subject to this, the Client and BROKERAGE FIRM each acknowledges that it is their respective responsibility to prevent any such devices entering the computer systems (including hardwares, softwares and all related devices) they respectively use.
- (b) As the access to T G Online is through Internet, a public system which BROKERAGE FIRM has no control, it is the Client's sole responsibility to prevent any computer virus or harmful component from entering the systems (including hardwares, softwares and all related devices) the Client and/or the Users use for access to and/or use of T G Online.
- 2.13 (a) **The Client hereby acknowledges that the Internet is, due to its unpredictable traffic congestion, its public nature and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond the control of BROKERAGE FIRM and other members of the Group. The Client hereby acknowledges that, as a result of such unreliability, there may be delays or failures in the transmission and receipt of Instructions and other data and information and/or there may be incorrect data transmission of Instructions and other data and information. Thus it may result in delays or failures in the execution of Instructions and/or result in the execution of Instructions at prices different from those prevailing at the time the Instructions were given and/or execution not in accordance with the Instructions. Further, the Client acknowledges that as a result of the unreliability of the Internet, it may be difficult to keep confidentiality of information or data (in part or in whole) or even there may be loss of information or data (in part or in whole). BROKERAGE FIRM and other members of the Group shall not be under any obligations or liabilities whatsoever to the Client arising out of any delay or failure to enter into or effect any Transactions or to carry out any of the Client's and the Users' Instructions (in whole or in part) or arising out of the execution of Instructions at prices different from those prevailing at the time the Instructions were given or execution not in accordance with the Instructions or arising out of any loss of or loss of confidentiality of any data or information (in part or in whole). The Client further acknowledges and agrees that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by the Client. The Client hereby acknowledges and agrees that it shall not usually be possible to cancel an Instruction after it has been given.**
- (b) **The Client hereby confirms that he has fully understood the risks related to the use of the Internet for trading and communication purposes. That notwithstanding, the Client hereby expressly consents to use the Internet for trading securities/futures contract and communications as allowed under the Trading Document and the Internet Trading Policy.**

### 3. Deposits, Withdrawals and Transfers to and from the Account

#### Deposits to the Account

- 3.1 In respect of deposits or transfers of funds into the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a cash deposit form accessible through T G Online Trading Platform and arrange for the transfer of funds in the amount specified in the said cash deposit form. No cash will be accepted by BROKERAGE FIRM and the Client should not submit cash in any circumstances. The Client acknowledges that the Account will not be credited with such amount until the actual receipt by BROKERAGE FIRM of such amount in full and in cleared funds (without any deduction of whatsoever nature).
- 3.2 In respect of deposits or transfers of securities into the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a stock deposit form accessible through T G Online Trading Platform and must, at the sole risk and expense of the Client, arrange for the delivery or transfer to BROKERAGE FIRM of the securities specified in the said stock deposit form. The Client acknowledges that such securities will not be credited to the Account until the actual receipt by BROKERAGE FIRM of the same in full (without any deduction of whatsoever nature). The Client further acknowledges that, where securities are to be transferred to BROKERAGE FIRM, the Client shall be responsible for instructing their transfer from the transferring party to BROKERAGE FIRM. And the Client acknowledges that he shall be solely responsible for the transfer, handling and custodial fees and charges incurred in relation to each deposit or transfer of securities into the Account.

#### Withdrawals from the Account

- 3.3 For withdrawals or transfers of funds from the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a cash withdrawal form accessible through T G Online Trading Platform. Subject to the condition that the Available Funds should exceed the amount specified in the said cash withdrawal form, BROKERAGE FIRM will either issue a cheque to the Client or transfer such amount telegraphically to the Client's bank account nominated for the purpose, as the Client shall request. The Client acknowledges that there will be a charge in connection with the telegraphic transfer of funds. Further, the Client acknowledges that a cash withdrawal form received by BROKERAGE FIRM after 12:00pm (Hong Kong time) on any business day in Hong Kong will not be acted upon until the next business day in Hong Kong.
- 3.4 For withdrawals or transfers of securities from the Account through T G Online, each time, the Client or User must give an Instruction by completing on-line a stock withdrawal form accessible through T G Online Trading Platform. Subject to the condition that the quantity of the types of the securities intended to be withdrawn or transferred should be less than the quantity of such types of Available Securities, BROKERAGE FIRM will, at the sole risk and expense of the Client, arrange for the delivery to the Client or the transfer to a third party (as the Client shall request) of the securities described in the said stock withdrawal form. The Client shall be solely responsible for instructing a third party to receive the securities contracts transferred from BROKERAGE FIRM. The Client acknowledges that he shall be solely responsible for the transfer and handling fees and charges incurred in relation to each withdrawal or transfer of securities from the Account. The Client further acknowledges that he will receive the securities specified in the said stock withdrawal form within a reasonable period of time. Further, the Client acknowledges that a stock withdrawal form received by BROKERAGE FIRM after 12:00pm (Hong Kong time) on any business day in Hong Kong will not be acted upon until the next business day in Hong Kong.

#### Transfers among the Account and other accounts

3.5 The Client may unconditionally and irrevocably authorise and give Instructions to BROKERAGE FIRM at any time to transfer any amount of funds and/or any quantity of any securities in the Account to any of the Client's accounts maintained with BROKERAGE FIRM or any other member of the Group by the Client or any User completing on-line a cash/stock deposit/withdrawal form (as the case may be) accessible through T G Online Trading Platform or by notice to BROKERAGE FIRM in writing. The Client acknowledges and agrees that BROKERAGE FIRM may transfer the said amount of funds and/or the said quantity of the said securities from the Account to any other accounts held by the Client with BROKERAGE FIRM or any other member of the Group, provided that the Available Funds and/or the quantity of the relevant types of the Available Securities should, for each transfer, exceed the amount of funds and/or the quantity of the securities requested to be transferred.

#### 4. Transactions

4.1 BROKERAGE FIRM will act as the Client's agent in effecting Transactions unless BROKERAGE FIRM indicates (in the contract note for the relevant Transaction or otherwise) that it is acting as principal. If BROKERAGE FIRM is acting as principal in any Transaction, any quote given via T G Online will not constitute an offer made by BROKERAGE FIRM but the acceptance of such quote by the Client or any User through T G Online shall constitute an offer. If BROKERAGE FIRM accepts such offer made by the Client or User, it will send offer confirmation through T G Online to the Client and only upon the despatch of such offer confirmation, a binding agreement between the Client and BROKERAGE FIRM in respect of that Transaction shall be formed.

4.2 Notwithstanding that anything to the contrary may be contained in the Trading Document, the Client acknowledges that:

- (i) T G Online will disallow the Client or any User on the Client's behalf to enter into a Transaction if the amount of Available Funds or the quantity of the relevant types of Available Securities is not sufficient for that Transaction.
- (ii) even the Client has deposited sufficient amount of Available Funds or sufficient quantity of the relevant types of Available Securities before instructing to enter into a Transaction, T G Online may still disallow such instruction as it takes some times for BROKERAGE FIRM and the relevant parties to arrange for the transfer and receipt of the said funds or the said securities. The Account will be credited with the said funds or the said securities only after the actual receipt by BROKERAGE FIRM of the same in full amount and in cleared funds or in full quantity without any deduction of any nature whatsoever.

BROKERAGE FIRM shall accept no liability to the Client or any other person as a result of any disallowing as aforesaid and it is the sole responsibility of the Client to ensure sufficient Available Funds and sufficient Available Securities well before instructing to enter into Transactions.

4.3 (a) The Client understands that BROKERAGE FIRM may, at any time, in its absolute discretion and without prior notice to the Client and the Users and without liability to the Client or any person, suspend, prohibit or restrict the Client's and the Users' ability to give Instructions or to substitute securities/futures contracts in the Account or withdraw or suspend T G Online (or any part thereof). The foregoing shall be without prejudice and in addition to all other rights, powers and remedies available to BROKERAGE FIRM under the Trading Document and under the laws. Further, BROKERAGE FIRM shall not be liable for any loss, damages, cost or expenses of whatever nature which the Client or any other person may suffer or incur as a result of the Client's or any User's inability to gain access to and/or use any part of T G Online for whatever reasons.

(b) The aforesaid suspensions, prohibition, restriction or withdrawal shall not affect:

- (1) any Transactions or any dealings in securities/futures contracts made by BROKERAGE FIRM or any Instructions carried out by BROKERAGE FIRM pursuant to the Trading Document before any such suspension, or such prohibition, restriction or withdrawal or
- (2) any rights of BROKERAGE FIRM under the Trading Document existing at such time.

All obligations of the Client to BROKERAGE FIRM under the Trading Document shall remain in full force and effect and shall be enforceable by BROKERAGE FIRM notwithstanding any such suspension, or such prohibition, restriction or withdrawal

#### 5. Confirmations and Account Statements

5.1 The Client hereby consents that BROKERAGE FIRM will send either electronically or by hard copy to the Client a confirmation promptly following execution of an Instruction and a monthly statement on the Account. Such confirmations and monthly statements of the Account shall be conclusive and deemed to be accepted by the Client if not objected to by notice in writing from the Client within 7 days after BROKERAGE FIRM despatch of such confirmation and statement in accordance with Clause 6. The Client shall be deemed to have waived any alleged errors or omissions in the absence of such notification.

#### 6. Notices and Communications

6.1 **The Client hereby consents that reports, statements, confirmations, notifications, notices and any other communication to the Client may be given by mailing the same by post addressed to the Client (who, in the case of a joint account without nominating a person therefor will be deemed for these purposes to be the person whose name first appears in the Account Opening Information Form attached to the Agreement) to any of the Client's business, residential or mailing addresses as they appear from time to time on BROKERAGE FIRM's records, or by delivering the same to the Client or to any such address, or by telex, facsimile or telephone or e-mail to any number or address notified to BROKERAGE FIRM in writing from time to time. Any such report, statement, confirmation, notification, notice or communication shall be deemed to be received by the Client (a) on the second day after such report, statement, confirmation, notification, notice or other communication is mailed (in the case of post); and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of telephone, facsimile transmission or e-mail).**

**The Client hereby consents that statements, reports, confirmations, notifications, notices and other communications may be delivered and presented in electronic records to the Client through the Mail Services and if any such statement, report, confirmation, notification, notice or other communication is so delivered to the Client, it shall be deemed to have been received by the Client upon sent.**

**The Client consents that all information and data may be given or presented to the Client in electronic records via T G Online or otherwise.**

6.2 In all cases, notices, notifications or other communication to BROKERAGE FIRM should be properly addressed to BROKERAGE FIRM at such address as BROKERAGE FIRM may notify the Client from time to time and each said notice, notification or communication shall only be deemed to have been given or delivered to BROKERAGE FIRM on the day of actual receipt by BROKERAGE FIRM. Unless otherwise specified in these Terms & Conditions or expressly agreed by BROKERAGE FIRM in writing, if any such notice, notification or communication to BROKERAGE FIRM is required by these Terms & Conditions to be in writing, such notice, notification or communication shall not be deemed to have been given or delivered to BROKERAGE FIRM if it is sent electronically to BROKERAGE FIRM whether through T G Online or not and notwithstanding that BROKERAGE FIRM has received it.

#### 7. General

7.1 The use of BROKERAGE FIRM's or others' hyperlinks between T G Online (or any part thereof) and other internet sites by the Client or any User is at the sole risk and expense of the Client. The contents of such internet sites (i.e. all the information, data, materials, opinions and products and services shown on or provided in such internet sites and others which may be seen, read, heard, downloaded and/or gained accessed on, from, to or via such internet sites including, without limitation, files, softwares, images, illustrations, text, graphics, pictures, sounds, links and other items) and other parts of such internet sites are not and will not be investigated, verified, monitored or endorsed by BROKERAGE FIRM. BROKERAGE FIRM, therefore, shall not be liable for any loss or damages which the Client or any other person may suffer, directly or indirectly, as a result of the Client's or any User's use of such hyperlinks or as a result of the Client's or any User's access to and/or use of or the Client's or any User's inability to gain access to and/or use of the Client's or any User's interaction, communication or dealing with any part of such internet sites (or any part of the contents thereof) through any part of T G Online or as a result of the Client's or any other person's reliance on any part of such internet sites (or any part of the contents thereof).

<此乃中文譯本，如內容跟英文原文有任何不同之處，當以英文原文為準。>

## T G Online 條款與規章（「條款與規章」）

此等「條款與規章」訂明「客戶」、BROKERAGE FIRM 及所有相關人等接入及使用 T G Online 及於其他關乎 T G Online 事宜上之權利及責任。倘「客戶」在與 BROKERAGE FIRM 訂立之「現金/保管客戶協議書」註明，其擬使用 T G Online 及/或「客戶」或其他代表或聲稱代表「客戶」之人士接入及/或使用 T G Online(或其任何部份)，此等「條款與規章」便對「客戶」及所有相關人等具法律約束效力。「客戶」應小心詳閱此等「條款與規章」，方可如在上「現金/保管客戶協議書」註明，或接入或使用 T G Online。「客戶」如有任何疑問，應諮詢其個人法律顧問。

此等「條款與規章」乃附加於「現金/保管客戶協議書」及「一般條款」，所有此等文件將對「客戶」及所有相關人等有約束力。

### 1. 釋義

1.1 於此等「條款與規章」，除非上下文另有規定，否則以下詞語將如下闡釋：

|                   |  |
|-------------------|--|
| 「接入編號」            | 指「密碼」及「用戶名稱」(兩者釋義皆以下文為準)。  |
| 「賬戶」              | 指「客戶」於 BROKERAGE FIRM 開設之買賣賬戶。   |
| 「協議書」             | 指訂立之「客戶協議書」及不時生效之修訂本。  |
| 「可用資金」            | 指「賬戶」存有之正數結餘，但並不包括：(i)須全數用作清償「客戶」虧欠 BROKERAGE FIRM 負債(實際或或有、現有或未來、聯名或個人債務亦然)所需之資金；及(ii)(如適用者)可能受制於任何按揭、質押、押記、留置權或任何其他產權負擔或擔保權益之資金。   |
| 「可用證券」            | 指「客戶」獨自實益擁有而存於「賬戶」可供使用之證券，並且乃不帶任何按揭、質押、押記、留置權或任何其他產權負擔，或擔保權益。  |
| 「客戶」              | 指「協議書」首頁註明為「客戶」之人士(人等)。  |
| 「結算行」             | 指香港中央結算有限公司。   |
| 「內容」              | 指在 T G Online(釋義以下文為準)之內容，包括但不限於在 T G Online 出現之數據、資料、商名、標誌、設計、商標。   |
| BROKERAGE FIRM    | 指滙豐證券有限公司。   |
| T G Online        | 指根據「交易文件」(釋義以下文為準)由 BROKERAGE FIRM 提供或由其委任第三方服務供應商透過 BROKERAGE FIRM 提供之網上買賣及資訊服務，包括 T G Online 網站/BROKERAGE FIRM 網站、「T G Online 交易平台」(釋義以下文為準)、「郵件服務」(釋義以下文為準)、「內容」及以上各項包含的軟件。 |
| 「T G Online 交易平台」 | 指供「客戶」及「用戶」(釋義以下文為準)發出電子指示(釋義以下文為準)及接收資訊服務之設施。   |
| 「T G Online 用戶手冊」 | 指關於使用及操作「T G Online 交易平台」之手冊及不時生效之修訂本。   |
| 「聯交所」             | 指香港聯合交易所有限公司。  |
| 「期交所」             | 指香港期貨交易所有限公司。  |
| 「一般條款」            | 指 BROKERAGE FIRM 發出之「一般條款」及不時生效之修訂本。   |
| 「集團」              | 指 BROKERAGE FIRM 屬下之公司集團。「公司集團」之釋義將以《公司條例》(香港法律第 32 章)第 2 條之詮釋為準。  |
| 「香港」              | 指中華人民共和國香港特別行政區。   |
| 「網上交易政策」          | 指關於使用及操作 T G Online 之政策及不時生效之修訂本。  |
| 「指示」              | 指買賣或以其他方式交易任何證券/期貨合約之指示，或關於操作「賬戶」或處理「客戶」存於「賬戶」或 BROKERAGE FIRM 之任何款項或財產之指示，或關乎處理由 BROKERAGE FIRM 或「集團」屬下任何機構佔管或控制的「客戶」款項或財產之指示。  |
| 「郵件服務」            | 指屬於 T G Online 一部份之保安電子訊息設施，可供收發確認書、結單、通知書及其他通知及通訊。  |
| 「其他市場」            | 指並非「聯交所」/「期交所」營運之其他市場或交易所。   |
| 「密碼」              | 指「客戶」之個人密碼，與「用戶名稱」一併使用，以接入「T G Online 交易平台」及「郵件服務」。  |
| 「證券/期貨合約」         | 指《證券及期貨條例》(香港法律第 571 章)第 2 條釋定之證券及期貨合約。  |
| 「交易文件」            | 統指「協議書」、此等「條款與規章」及「一般條款」。  |
| 「證監會」             | 指證券及期貨事務監察委員會。   |
| 「軟件」              | 指 BROKERAGE FIRM 向「客戶」提供作為 T G Online 一部份之任何軟件(如有者)，包括軟件更新版本。  |
| 「條款與規章」           | 指此等「T G Online 條款與規章」及不時生效之修訂本。  |
| 「交易」              | 指 BROKERAGE FIRM 代表「客戶」及根據「客戶」或任何「用戶」之指示執行之證券/期貨合約交易。  |
| 「用戶」              | 指本文附錄 A 註明之一名或若干名自然人及「客戶」提名代其透過「T G Online 交易平台」及「郵件服務」發出指示及訂立「交易」之其他自然人。  |
| 「用戶名稱」            | 指「客戶」與「密碼」一併使用以接入「T G Online 交易平台」及「郵件服務」之個人識別名稱。  |

### 2. T G Online

#### T G Online 之說明

2.1 「客戶」現確認：

- 「T G Online 交易平台」乃半自動化設施，可讓「客戶」及「用戶」發出電子指示及接收資訊服務；及
- 除 BROKERAGE FIRM 提供及將會提供並於「內容」如此顯示之資料及 BROKERAGE FIRM 獨自擁有之 T G Online 之商名及商標外，T G Online 之功能及其登載之數據及資訊乃由第三方供應商提供或擁有，因此不受 BROKERAGE FIRM 控制。

## 使用 T G Online

- 2.2 「客戶」現同意：
- 遵照「交易文件」及「網上交易政策」之條款接入及使用 T G Online；及
  - 遵從所有適用於接入及使用 T G Online 以及適用於透過 T G Online 交易平台及「郵件服務」所發出之「指示」及執行之「交易」之所有法律及規例。
- 2.3 「客戶」保證及承諾會確保「用戶」履行第 2.2 條訂明之責任。
- 2.4 「客戶」及「用戶」乃唯一獲授權透過「賬戶」使用 T G Online 交易平台及「郵件服務」的人士。BROKERAGE FIRM 有權假設任何「用戶」均擁有全權及不受限制權力及權限代表「客戶」發出「指示」及執行「交易」，直至 BROKERAGE FIRM 接獲「客戶」提出相反意向之書面通知為止。「客戶」應負責「接入編號」之保密及使用，此外並需就所有使用「接入編號」透過 T G Online 交易平台及「郵件服務」而執行之「指示」承擔全責(儘管任何此等「指示」並非實際由「客戶」或「用戶」發出亦然)，並且受所有此等「指示」約束。「客戶」可不時按照 T G Online 交易平台登載之指示更改「密碼」，而此「接入編號」亦會相應更改。更改「接入編號」不會影響已發出、執行或訂立之「指示」或「交易」，亦不會影響「交易文件」任何立約方於更改「接入編號」前已有或應計之權利或責任。「交易文件」將同樣適用於使用新「接入編號」發出、執行或訂立之「指示」及「交易」，並且在「接入編號」更改後繼續全面生效。
- 「客戶」接入 T G Online 交易平台時如遇到任何困難，應即時通知 BROKERAGE FIRM。「客戶」並確保，倘任何「用戶」於任何時間接入 T G Online 交易平台時遇到任何困難，「用戶」亦會即時通知 BROKERAGE FIRM。於該情況下，「客戶」或「用戶」可透過電話發出口頭指示。「客戶」或「用戶」發出電話口頭指示時，必須提報「賬戶」名稱、號碼或 BROKERAGE FIRM 不時指定之其他形式識別資料。所有上述電話口頭指示均對「客戶」具約束效力，儘管任何此等「指示」並非實際由「客戶」或「用戶」發出亦然。
- 除非 BROKERAGE FIRM 另明確同意，否則所有此等「條款與規章」所載之「指示」一律不可撤回，儘管「指示」實際上並非由「客戶」或「用戶」發出亦然。惟茲以無損 BROKERAGE FIRM 拒絕執行任何「指示」之權利為原則，所有「指示」均需待至 BROKERAGE FIRM 確實接獲後方始生效。BROKERAGE FIRM 有權信賴及執行任何此等「指示」，而無須負責核實「指示」的真偽、完整性或發出「指示」人士的身份。再者，「客戶」現同意，如 BROKERAGE FIRM 因信賴此等「指示」而合理地招致或蒙受任何性質之損失、費用及開支(包括法律費用)及責任，「客戶」將向 BROKERAGE FIRM 作出全面彌償，並確保其免責。
- 2.5 「客戶」現確認：
- 除此等「條款與規章」另有訂明外，所有屬於 T G Online、BROKERAGE FIRM 向「客戶」提供之其他物料(如有者)或由此產生之產權、權利(包括但不限於版權及其他知識產權)、利益及權益，一律屬於 BROKERAGE FIRM 及其委任提供部份 T G Online 服務之第三方供應商所有；及
  - 「軟件」及 T G Online 包含之某些軟件乃有關之所有人以不可轉讓方式授予 BROKERAGE FIRM 使用許可權，並只可用於 T G Online。因此，「客戶」現保證及承諾，其本身及「用戶」均不會亦不嘗試(而其本身及「用戶」均不會亦不嘗試允許或協助任何其他人士)作出以下行為：
    - 竄改、改裝、解拆、逆改設計或以其他方式更改或未經許可接入或使用 T G Online、「軟件」或前述物料或以上各項其中任何部份；及
    - 轉讓、准許、出讓、共用、出租、租賃或複製 T G Online、「軟件」或前述物料或以上各項其中任何部份。
- 「客戶」現同意，倘「客戶」或任何「用戶」於任何時間違反以上任何保證及承諾，又或 BROKERAGE FIRM 於任何時間有理由懷疑「客戶」或任何「用戶」已違反任何此等保證及承諾，則茲以無損及附加於「交易文件」訂明及法律規定 BROKERAGE FIRM 享有之所有其他權利、權力及補償權為原則，BROKERAGE FIRM 有權無須另行通知，即時終止「客戶」及「用戶」使用 T G Online 交易平台及「郵件服務」。此外，「客戶」並確認，BROKERAGE FIRM 可就此向其採取法律行動。
- 再者，倘因「客戶」違反以上任何保證及承諾，或因「客戶」或任何「用戶」使用或以其他方式處置 T G Online、「軟件」或 BROKERAGE FIRM 向「客戶」所提供物料(如有者)或以上各項其中任何部份，以致 BROKERAGE FIRM 招致任何損失、費用、損害、開支、需索及索償，「客戶」將向 BROKERAGE FIRM 作出彌償。
- 「客戶」並且承諾：(a)倘「客戶」或「用戶」得悉任何其他人作出第 2.5(i)及 2.5(ii)條所載事件，須即時通知 BROKERAGE FIRM；及(b)按 BROKERAGE FIRM 要求提供合理協助及資訊，使 BROKERAGE FIRM 能採取適當行動。「客戶」同時承諾「用戶」亦須作以上行為。
- 「客戶」現確認，BROKERAGE FIRM 並無聲明、承諾或保證 T G Online、「軟件」及其向「客戶」所提供之物料(如有者)乃完整、合時、正確或準確。T G Online、「軟件」及上述物料乃以「現成」形式提供，並無任何性質明確或暗示之保證，BROKERAGE FIRM 不會就任何人使用或濫用 T G Online、「軟件」及上述物料所引起的後果負責。除非此等「條款與規章」另有明確指定，否則 BROKERAGE FIRM 不承認負責所有關於 T G Online、「軟件」及上述物料之應允、聲明及保證，其中包括但不限於 T G Online、「軟件」及上述物料之可售性及是否適合特別用途之應允、聲明及保證。
- 2.6 「客戶」並且確認及同意，作為其使用 T G Online 之一項條件乃在下列情況下須即時通知 BROKERAGE FIRM：(a)已透過 T G Online 交易平台發出關於「賬戶」的一項「指示」，但「客戶」/「用戶」並未接獲指令備考號碼；(b)已透過 T G Online 交易平台或「郵件服務」發出關於「賬戶」的一項「指示」，但「客戶」並未接獲準確之確認該項「指示」或確認執行該項「指示」(不論以書面、電子或口頭作確認)；(c)「客戶」/「用戶」接獲並非其指示執行之「交易」確認通知(不論以書面、電子或口頭作確認)或發生其他同類爭議事件；或(d)「客戶」獲悉或懷疑任何人士曾經或現正未經許可接入或使用 T G Online (或其任何部份)，又或「接入編號」經已或可能外洩、濫用或遺失。如於前述事件或在事件過程中，因為處理、不當地處理或遺失任何指示而令「客戶」或任何人士招致索償損失或損害，BROKERAGE FIRM 或其任何董事、高級行政人員、僱員或代理均無須承擔任何責任。再者，如 BROKERAGE FIRM 因處理、不當地處理或遺失任何此等「指示」而令 BROKERAGE FIRM 合理地蒙受或招致之所有損失、責任、費用及開支一律由「客戶」全數償付及負責。此外，「客戶」需按 BROKERAGE FIRM 要求就任何上述事件提供合理協助及資訊，使 BROKERAGE FIRM 能採取適當行動。
- 2.7 「客戶」了解「網上交易政策」可登載於「內容」上，而「客戶」及「用戶」必須遵從有關條款。「T G Online 用戶手冊」乃「網上交易政策」之一部份。如「交易文件」與「網上交易政策」之條文互相抵觸，概以「交易文件」為準。
- 2.8(a) 「客戶」確認，T G Online 之實時報價服務乃由 BROKERAGE FIRM 不時委任之第三方服務供應商提供。「客戶」現授權 BROKERAGE FIRM 可於每個公曆月終結後盡快從「賬戶」扣支其不時釐定金額之款項，以作為第三方提供實時報價服務之每個公曆月服務費。
- 2.8(b) 「客戶」確認及同意，任何透過 T G Online 發放或於「內容」登載之消息、研究、評論或其他數據或資訊並非任何性質之指導意見、聲明或建議，亦不示意「客戶」或任何「用戶」可信賴此等指導意見、聲明或建議。
- 2.8(c) 「客戶」確認及同意，如「客戶」或任何「用戶」因信賴第 2.8(b)條所載之消息、研究、評論或其他數據或資訊，及/或因為或鑒於實時報價服務任何一方面(其中包括但不限於「客戶」或任何「用戶」信賴實時報價服務所發放之報價服務及/或資訊及/或數據)而招致任何損失、費用、開支、損害或索償，BROKERAGE FIRM 概不負責。
- 2.9 BROKERAGE FIRM 將記存其與「客戶」及「用戶」之間所有網上通訊之電腦記錄，其中包括但不限於各「指示」及 BROKERAGE FIRM 之回應以及通訊之時間。BROKERAGE FIRM 有權在接聽電話「指示」及其他電話通訊時使用電話錄音程序。對「客戶」而言，所有前述之電腦記錄及電話錄音均為其載錄之「指示」及通訊的終端證據。
- 2.10 「客戶」現確認及同意：
- BROKERAGE FIRM 可不時發展、新增或更改 T G Online；
  - BROKERAGE FIRM 保留權利不時修訂此等「條款與規章」及/或「網上交易政策」。除非 BROKERAGE FIRM 相信可能或可能曾經有任何人士濫用或未經許可接入 T G Online 之任何部份，否則 BROKERAGE FIRM 修改「條款與規章」及/或「網上交易政策」之前，最少會給予「客戶」兩(2)個月事前通知。「客戶」或任何「用戶」在條款修訂後繼續使用 T G Online(或其任何部份)，即表示接受修訂條文。如「客戶」不接受修訂條文，BROKERAGE FIRM 有權終止「客戶」及「用戶」接入及使用 T G Online 交易平台及「郵件服務」之權利而無須通知「客戶」及「用戶」，並且時刻均無須向「客戶」或任何人士負責。
  - BROKERAGE FIRM 可使用透過 T G Online 獲取的資訊及知識發展 T G Online 及其他產品。
  - 倘 BROKERAGE FIRM 提供獲得「客戶」接受之額外或改良設施、服務或「軟件」，「客戶」同意就此受此等「條款與規章」約束，同時亦受 BROKERAGE FIRM 以書面通知「客戶」之其他有關款與規章約束。
- 2.11 「客戶」確認「聯交所」、「期交所」和「其他市場」之交易所或協會及其他市場資訊供應商各自擁有其向資訊發放者供應之市場數據、消息及其他市場資訊的所有權權益。此外，「客戶」並確認，任何一方亦不能擔保此等市場數據、消息及其他市場資訊乃公平、合時、順序、準確、恰當、充份或完整。因任何不可抗力或任何其他不受 BROKERAGE FIRM 合理地控制的原因或甚至因任何 BROKERAGE FIRM 或發送方之疏忽行為而導致任何此等數據、消息或資訊有任何不準確或不完整之處或有任何錯誤、延遲或遺漏或被延遲傳送或傳送失敗並因此引致或造成任何損失或損害，

BROKERAGE FIRM 或任何發放方均不會就此承擔責任。上述數據、消息或資訊只供「客戶」個人使用，「客戶」不得鑿於任何理由向其他人士提供此等數據、消息或資訊，並且不可作非法用途。

- 2.12(a) 「客戶」應自費設立及/或提供電腦系統(包括硬件、軟件及所有相關裝置)，以便本身及各「用戶」接入及使用 T G Online。 「客戶」並應確保各使用人依法使用上述之電腦系統。 「客戶」及 BROKERAGE FIRM 雙方均需採取合理措施防止破壞數據或軟件的裝置入侵電腦系統(包括所有硬件、軟件及所有相關裝置)。茲以遵從上述規定為原則，「客戶」及 BROKERAGE FIRM 各自確認其有責任防止任何上述裝置入侵其使用之電腦系統(包括所有硬件、軟件及所有相關裝置)。
- (b) 由於使用者乃透過互聯網接入 T G Online，而互聯網乃 BROKERAGE FIRM 無法控制之公共網絡系統，因此「客戶」必須承擔全責預防電腦病毒或有害元件入侵「客戶」及/或「用戶」接入及/或使用 T G Online 之電腦系統(包括所有硬件、軟件及所有相關裝置)。
- 2.13(a) 「客戶」現確認，互聯網的資訊流量繁重，時有不可預計之堵塞情況，而且屬於公開網絡，再加上其他因素，因此本質上就是不可靠之通訊媒體，而 BROKERAGE FIRM 及「集團」其他機構均無法控制這項不可靠因素。「客戶」現確認，由於互聯網不可靠，因此發送及接收「指示」及其他數據及資訊時可能出現延誤或故障，及/或發生「指示」及其他數據與資訊傳輸不正確之情況，以致執行「指示」時出現延遲或失誤及/或並非以發出「指示」當時價格執行「指示」及/或不按照「指示」執行交易。此外，「客戶」並確認由於互聯網不可靠，因此資訊或數據(全部或部份)有時難以保密，又或甚至遺失資訊或數據(全部或部份)，倘有延遲或不能訂立或實現任何「交易」或執行「客戶」及「用戶」之任何「指示」(全部或部份)，又或並未以發出「指示」當時價格執行「指示」，或不按照「指示」執行交易，或遺失或未能保密任何數據與資訊(全部或部份)，BROKERAGE FIRM 及「集團」其他機構概不就此向「客戶」承擔任何責任或義務。再者，「客戶」現確認及同意任何通訊均存在誤解或錯誤的風險，而所有此等風險絕對由「客戶」自負。「客戶」現確認及同意「指示」一旦發出，一般不能取消。
- 2.13(b) 「客戶」現確認其透徹了解使用互聯網進行交易及通訊的有關風險，而儘管如此，「客戶」現仍明確同意按照「交易文件」及「網上交易政策」的規定使用互聯網買賣證券/期貨合約及進行通訊。

### 3. 「賬戶」存款、提款及轉賬

#### 「賬戶」存款

- 3.1 「客戶」或「用戶」每次透過 T G Online 存款或轉賬到「賬戶」，必須填妥可在「T G Online 交易平台」存取之網上現金存款表格，藉以發出「指示」，以安排將上述表格註明金額之資金轉賬。BROKERAGE FIRM 概不接受現金存款或轉賬，於任何情況下「客戶」均不應交付現金。「客戶」現確認，BROKERAGE FIRM 將待至全數收訖該金額之結清款項(沒有任何性質的扣除)後，方會按該金額入賬予「客戶」「賬戶」。
- 3.2 「客戶」或「用戶」每次透過 T G Online 將證券存入或過戶至「賬戶」，必須填妥可在「T G Online 交易平台」存取之網上證券存倉表格，藉以發出「指示」，以便以「客戶」自負風險及費用的情況下安排將上述表格註明之證券交付或過戶至 BROKERAGE FIRM。「客戶」現確認，BROKERAGE FIRM 將待至全數收訖該等證券(沒有任何性質的扣除)後，方會悉數入賬「客戶」「賬戶」。再者，「客戶」亦確認當證券將過戶予 BROKERAGE FIRM，「客戶」將負責指示轉讓方將證券過戶予 BROKERAGE FIRM。此外，「客戶」確認將獨力承擔所有因存倉或過戶證券至「賬戶」而招致的過戶、手續及保管人費用及收費。

#### 「賬戶」提款

- 3.3 「客戶」或「用戶」每次透過 T G Online 從「賬戶」提款或轉賬資金，必須填妥可在「T G Online 交易平台」存取之網上現金提款表格，藉以發出「指示」。在符合「賬戶」之「可用資金」必須多於上述現金提款表格所註明金額之條件下，BROKERAGE FIRM 將按「客戶」要求，向「客戶」簽發支票或以電匯方式將資金轉至「客戶」指定之銀行賬戶。「客戶」現確認，BROKERAGE FIRM 可就電匯資金收取手續費。再者，「客戶」現確認，BROKERAGE FIRM 在任何香港營業日下午 12:00 時(香港時間)後接獲之現金提取表格將於下個香港營業日辦理。
- 3.4 「客戶」或「用戶」每次透過 T G Online 從「賬戶」提取或過戶證券，必須填妥可在「T G Online 交易平台」存取之網上證券提取表格，藉以發出「指示」。在符合擬提用或過戶之證券必須少於「賬戶」該類「可用證券」之數額之條件下，BROKERAGE FIRM 會但由「客戶」自負風險及費用，安排將上述證券提取表格註明之證券交付予「客戶」或過戶予第三方(以遵照「客戶」要求)。「客戶」須獨自負責指示第三方接收 BROKERAGE FIRM 過戶之證券。「客戶」現確認會獨力承擔因從「賬戶」提取或過戶證券而招致之所有過戶、手續及保管人費用及收費，此外並確認會在合理期限內收妥上述證券提取表格註明之證券。再者，「客戶」現確認，BROKERAGE FIRM 在任何香港營業日下午 12:00 時(香港時間)後接獲之證券提取表格將於下個香港營業日辦理。

#### 「賬戶」與其他賬戶之間轉賬

- 3.5 藉著「客戶」或任何「用戶」填妥可在「T G Online 交易平台」存取之網上現金/證券/存倉/提取表格(視乎情況而定)，或以書面通知 BROKERAGE FIRM，「客戶」可無條件及不可撤回地授權和指示 BROKERAGE FIRM 於任何時間將其「賬戶」內任何金額之資金及/或任何數量之證券轉至「客戶」之其他 BROKERAGE FIRM 賬戶或「客戶」於「集團」其他機構開設之賬戶。「客戶」現確認及同意 BROKERAGE FIRM 可從「賬戶」將上述資金及/或上述數量之上述證券轉至「客戶」於 BROKERAGE FIRM 或「集團」其他機構開設之任何其他賬戶，惟每次轉賬時，「可用資金」金額及/或有關類別之「可用證券」數量必須多於「客戶」要求轉賬之資金金額及/或證券數量。

### 4. 「交易」

- 4.1 除非 BROKERAGE FIRM(於有關「交易」之成交單據上或以其他方式)說明其以當事人身份執行「交易」，否則一律以「客戶」代理名義執行「交易」。如 BROKERAGE FIRM 以當事人身份執行「交易」，任何透過 T G Online 提供之報價並不會構成 BROKERAGE FIRM 之要約，但「客戶」或任何「用戶」透過 T G Online 接受報價，則會構成要約。倘 BROKERAGE FIRM 接受「客戶」或「用戶」之要約，便會透過 T G Online 發出要約確認書。只有在確認書發送後，「客戶」與 BROKERAGE FIRM 就有關「交易」締訂的約束性協議方才正式生效。
- 4.2 儘管「證券交易文件」另有相反規定，「客戶」現確認：
- (i) 如「可用資金」或有關類別「可用證券」的數額不足夠進行個別「交易」，T G Online 便會禁止「客戶」或任何「用戶」代表「客戶」進行該項「交易」。
- (ii) 即使「客戶」指示執行「交易」之前已存入足夠「可用資金」或足夠數額之有關類別「可用證券」，T G Online 仍可能禁止「交易」，蓋 BROKERAGE FIRM 及有關方可能需時安排轉賬及交付資金或證券。BROKERAGE FIRM 將待至已結清資金或證券已實際全數收訖後(沒有任何性質的扣除)，方會將資金或證券入賬「賬戶」。BROKERAGE FIRM 概不承擔因上述之禁止而產生對「客戶」或任何人士的任何責任。「客戶」需自行負責在執行「交易」前確保有充裕之「可用資金」及「可用證券」。
- 4.3(a) 「客戶」了解 BROKERAGE FIRM 可隨時絕對酌情暫停、禁止或限制「客戶」及「用戶」發出「指示」或取代「賬戶」中之證券/期貨合約或撤銷或暫停 T G Online (或其任何部份)，而事前無須通知「客戶」及「用戶」，亦無須向「客戶」或任何人士承擔責任。前述規定乃無損及附加於「交易文件」及法律訂明 BROKERAGE FIRM 擁有之所有其他權利、權力及補償權。此外，如「客戶」或任何「用戶」因任何事故無法接入及/或使用 T G Online 任何部份，以致蒙受或招致任何損失、損害、費用或開支，BROKERAGE FIRM 概不負責。
- (b) 前述之暫停、禁止、限制或撤銷行動並不影響：
- (1) BROKERAGE FIRM 在暫停、禁止、限制或撤銷行動之前根據「交易文件」而執行的任何證券/期貨合約「交易」或買賣或任何「指示」；或
- (2) 「交易文件」訂明 BROKERAGE FIRM 享有而當時已存在之任何權利。
- 儘管有前述之暫停、禁止、限制或撤銷行動，「交易文件」訂明「客戶」須對 BROKERAGE FIRM 承擔之所有責任將維持全面生效及有效，並可由 BROKERAGE FIRM 強制執行。

### 5. 確認書及「賬戶」結單

- 5.1 「客戶」現同意，BROKERAGE FIRM 每次執行「指示」隨後向「客戶」發出之確認書可採取電子或書面方式，此外「賬戶」月結單亦可採取電子或書面方式。確認書及「賬戶」月結單發出後，如「客戶」不在(七)天內按照第 6 條規定以書面提出反對，則一律作終論，並且視作獲得「客戶」接受。「客戶」倘不發出書面質詢，將被視作其寬免任何涉嫌錯誤或遺漏。

### 6. 通知及通訊

- 6.1 「客戶」現同意，所有發予「客戶」(如屬聯名「賬戶」而「客戶」並無提名任何人士為收件方，則以「協議書」所夾附「開戶資料表格」中首先登名之人士為收件方)之報告書、結單、確認書、通知書、通告及任何其他通訊均可郵寄至 BROKERAGE FIRM 不時記存於記錄中之「客戶」辦事處、住所或郵遞通訊地址，又或手遞至「客戶」或其他地址，又或以電傳、傳真或電話或電郵傳送至「客戶」不時以書面通知 BROKERAGE FIRM 之任何號碼或地址。任何此等報告書、結單、確認書、通知書、通告或任何其他通訊將如下視作正式送達「客戶」：(a) (以郵寄方式)報告書、結單、確認書、通知書、通告或任何其他通訊於投寄翌日視作送達「客戶」；及(b) (以手遞方式)交送、(以電傳方式)傳送或(以電話、傳真或電郵方式)發送當時視作正式送達「客戶」。

「客戶」現同意，BROKERAGE FIRM 可透過「郵件服務」以電子記錄方式向其發送結單、報告書、確認書、通知書、通告及任何其他通訊。於該情況下，此等結單、報告書、確認書、通知書、通告及任何其他通訊將於發送時被視作正式送達「客戶」。

「客戶」並同意，所有資訊及數據均可透過 T G Online 或其他渠道以電子記錄的方式發予或提供予「客戶」。

6.2 於任何情況下，發予 BROKERAGE FIRM 之通知書、通告或其他通訊均需送往 BROKERAGE FIRM 不時通知「客戶」之正確地址。此等通知書、通告或其他通訊將於 BROKERAGE FIRM 確實接獲當天視作正式送達至 BROKERAGE FIRM。除非此等「條款與規章」另有訂明或 BROKERAGE FIRM 明確以書面同意，否則倘「客戶」透過 T G Online 或其他渠道以電子方式發出或交送任何此等「條款與規章」訂明必須以書面發出之通知書、通告或其他通訊，一律不能視作正式送達，儘管 BROKERAGE FIRM 已收妥亦然。

7. 概則

7.1 「客戶」或任何「用戶」使用 BROKERAGE FIRM 或其他機構之超連結往來 T G Online (或其任何部份)與其他互聯網站，一切風險及費用概由「客戶」自負。BROKERAGE FIRM 並未亦不會審查、核實、監察或贊同此等互聯網站之內容(即此等網站登載及提供，及可在或透過此等網站瀏覽、閱讀、收聽、下載及/或接入的所有資訊、數據、資料、意見及產品與服務，其中包括但不限於檔案、軟件、影像、插圖、文字、圖形、照片、音效、連結及其他物項)及此等網站其他部份。因此 BROKERAGE FIRM 不會就「客戶」或任何其他人士因使用此等連結，或因「客戶」或任何「用戶」接入及/或使用，或因「客戶」或任何「用戶」無法接入及/或使用經 T G Online 任何部份連結之其他互聯網站之任何部份，或因「客戶」或任何「用戶」與此等網站之任何部份之間的互動、通訊或交易，或因「客戶」或任何其他人士信賴此等互聯網站之任何部份(或其內容之任何部份)而直接或間接蒙受之損失或損害承擔責任。

IN WITNESS WHEREOF I/we hereto set my/our hands/and affix my/our firm chop/our common seal hereto this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_.

茲見證本協議書，本人(等)在此簽署/及蓋上商號印/公司印於二零零\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日。

Name of client(s) in block letters \_\_\_\_\_)

客戶姓名(請用正楷字體填寫) \_\_\_\_\_)

\_\_\_\_\_)

\_\_\_\_\_)

\_\_\_\_\_)

Signed by Client(s) (Corporate / Sole Proprietor / Partnership signed with Company chop)

客戶簽署(有限公司/獨資公司/合夥公司(請蓋商號章))

in the presence of 見證於:

Witness Name 見證人姓名 \_\_\_\_\_)

Witness Occupation 見證人職業 \_\_\_\_\_)

Witness Address: 見證人地址 \_\_\_\_\_)

\_\_\_\_\_)

\_\_\_\_\_)

\_\_\_\_\_)

Witness Signature 見證人簽署

ACKNOWLEDGED AND ACCEPTED BY T G SECURITIES LIMITED

滙澤證券有限公司接受及確認 \_\_\_\_\_)

for and on behalf of \_\_\_\_\_)

代表滙澤證券有限公司 \_\_\_\_\_)

\_\_\_\_\_)

\_\_\_\_\_)

\_\_\_\_\_)

Authorized Signature(s) 獲授權簽署