

昌利證券有限公司

**Cheong Lee Securities Limited**

為香港期貨交易所有限公司之參與者

**Exchange Participant of the Hong Kong Futures Exchange Limited**

及

**And**

已獲證券及期貨事務監察委員會發出持牌法團的牌照

**Licensed Corporation licensed by the Securities and Future Commission**

**CE No:AMI414**

網上期貨交易補充協議書

**SUPPLEMENTAL AGREEMENT FOR**

**INTERNET TRADING**

**Client No.:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

# SUPPLEMENTAL AGREEMENT FOR INTERNET TRADING

## 網上期貨交易補充協議書

To: **CHEONG LEE SECURITIES LIMITED**

Date :

致: **昌利證券有限公司**

日期 :

Room 1106 11/F, Mass Mutual Tower,  
38 Gloucester Road, Wan Chai, Hong Kong.  
香港灣仔告士打道38號美國萬通大廈11樓1106室

Dear Sirs,

敬啟者：

I/We hereby authorize and request you to open and maintain an internet futures contract trading account (“the Account”) in the name of me/us for the purchases, sales, holdings of and any other dealings in securities. The Account shall be maintained and all such purchases, sales, holdings of and any other dealings in futures contract shall be effected subject to and in accordance with the provisions of the Supplemental Agreement for Internet Trading (“Supplemental Agreement”) and the Terms and Conditions of Futures Trading Agreement (“the Agreement(s)"). I/We confirm and acknowledge that the Supplemental Agreement forms an integral part of the Agreement(s).

本人(等)授權要求 貴公司為本人(等)以本人(等)名義開立並操作一個互聯網期貨交易帳戶(下稱“帳戶”)，以執行本人(等)不時購入、賣出、保管或處理各類期貨。有關帳戶之運作須受本互聯網期貨交易補充協議書(“補充協議書”)及期貨交易之條款及守則(“條款及守則”)規限，本人(等)確認補充協議書為條款及守則組成之一部份。

I/We hereby agree to effect Transactions as hereinafter defined subject to the following terms and conditions of this Supplemental Agreement:-

本人(等)茲同意根據下列條件進行互聯網期貨交易:-

### 1. The Account

#### 帳戶

I/We warrant that the information set out in the Account Opening Information is true and correct and that you are entitled to rely fully on such information to act on my/our behalf unless and until you receive notice of any change from me/us in accordance with the provisions of the Agreement(s). I/We undertake to advise you promptly of any material change to such information.

本人(等)保證客戶開戶資料內所載資料均屬真實及正確，貴公司在未收到本人(等)據現金及/或保證金客戶協議書規定發出的資料變更通知前，貴公司有權依據該等資料行事，若該等資料有變更，本人(等)即儘快通知 貴公司。

### 2. Internet Futures contract Trading Service

#### 互聯網期貨交易

2.1 I/We shall use the internet futures contract trading service only in accordance with Supplemental Agreement and the Agreement(s).

客戶只限於根據補充協議書及客戶協議書之有關條款使用互聯網期貨交易服務。

2.2 I/We shall be the only authorized user of the internet futures contract trading service under the Account.

本人(等)是賬戶唯一有權使用互聯網期貨交易服務的人。

2.3 I/We acknowledge that the internet futures contract trading service is proprietary to you. I/We warrant and undertake that I/we 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 internet futures contract trading service. I/We undertake to notify you immediately if I/We become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

本人(等)承認此互聯網期貨交易服務為 貴公司所專有。本人(等)保證及承諾本人(等)不會和不試圖損壞、修改、逆彙編、或以其他方式改變互期貨券交易服務的任何組成部份，也不試圖非法進入互聯網期貨交易服務的任何組成部份。本人(等)保證在本人(等)知道有人作出上述行動時馬上通知 貴公司。

- 2.4 I/We shall be responsible for the confidentiality and use of my/our customer ID and Password.  
本人(等)有責任將本人(等)之登入號碼密及賬戶號碼保密，並對所作用等負責。
- 2.5 I/We agree immediately to notify you if I/we become aware of:-  
本人(等)同意在獲悉以下事件後，隨即知會 貴公司:-  
- any loss or theft of my /our customer ID and Password ; or  
本人(等)之帳戶號碼及密碼遭遺失或盜用；或  
- any unauthorized use of any of my/our customer ID and Password, or of the internet futures contract trading service or any information; or  
本人(等)之任何登入帳戶號碼及密碼，或互聯網期貨交易服務或任何資料被非法使用；或  
-any failure by me/us to receive a message that an order initiated by me/us through the internet futures contract trading service has been received and or executed through the internet futures contract trading service.  
本人(等)未能獲取訊息，顯示經已接獲及/或執行本人(等)透過互聯網期貨交易服務發出指令之訊息。
- 2.6 I/We shall be solely responsible for all instruction entered through the internet using my/our customer ID and Password.  
本人(等)須自行負責使用本人(等)之帳戶號碼及密碼的保密及使用。
- 2.7 I/We understand that you will not be liable to me/us if I/we am/are unable to access my /our account information or request a transaction through the internet service.  
本人(等)明白 貴公司不會對本人(等)不能存取本人(等)之賬戶資料及透過互聯網期貨交易服務要求負責。
- 2.8 I/We shall not use or permit the use of any confidential Information or any part thereof for any illegal purpose.  
客戶不得使用或容許使用資訊或其任何部分作任何非法用途。
- 2.9 I/We shall not disseminate any confidential information to third parties, and shall be solely use such information or any part thereof for my/our own use or in the ordinary course of my/our own business.  
本人(等)不得向第三方散播資訊，同時只容許本人(等)作本身的用途或在本身業務的正常過程中使用。
- 2.10 Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My/our ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, I/we should ask the firm with which I/we deal for details in this respect.  
電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本人(等)應向為本人(等)進行交易的商號查詢這方面的詳情。

### **3. Laws and rules** **法例及規則**

If I/we place any orders to you outside Hong Kong, I/we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given. I /We further agree that I/we shall, when in doubt, consult legal advisers and other professional advisers of the relevant jurisdiction. I/We accept that there may be taxes or

charges payable to relevant authorities in respect of any instructions and that you shall not be liable for any of such cost.

倘本人(等)向 貴公司發出任何指令的地點為香港以外的地方，本人(等)同意確保及表明該等指令之發出將遵從於本人(等)發出指令的有關司法管轄區的任何及一切適用法律，而本人(等)更同意本人(等)遇有疑問時，應於有關司法管轄區諮詢或取得法律及專業意見。本人(等)同意支付就有關任何指示可能須繳付之稅項或收費，貴公司並不須就該等費用負上任何責任。

#### **4. Risk Disclosures Statement** **風險披露聲明書**

**I/We hereby understand that:-**

本人(等)明白：-

- (1) due to unpredictable traffic congestion of the Internet, an inherently unreliable medium of communication and that such unreliability is beyond your control, there is a risk that communication over the Internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by you to minimize this risk, you accept no responsibility for any loss which may be incurred by me/us as a result of interruptions or delays or unauthorized access. I/We should not place any instruction with you over the Internet if I/we are not prepared to accept such risk.

由於無法預計互聯網上的通訊量、故屬一個存在不可靠因素之通訊媒介，而該等不可靠因素亦非 貴公司所能控制，互聯網上的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然 貴公司採取措施將此一風險減至最低限度，對於本人(等)因上述中斷、延誤或未經授權取得的結果而使本人(等)招致任何損失，貴公司不承擔任何責任。倘若本人(等)不準備接受上述風險，本人(等)不應在互聯網上向 貴公司作出任何指示。

- (2) trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/our instructions or is not executed at all.

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果本人(等)透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致本人(等)的交易指示不能根據指示執行，甚或完全不獲執行。

- (3) while you, the Hong Kong Futures Exchange Limited (the “HKFE”), HKEE Clearing Corporation Limited (“the “DCASS”) and all related parties endeavour to ensure the accuracy and reliability of the information provided through the system, there is no guarantee that such information is accurate and reliable and that you, the HKFE, DCASS and related parties do not accept any liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

貴公司、香港期貨交易所有限公司(“期交所”)、香港期貨結算有限公司(“期貨結算”)及所有有關人士致力確保該系統所提供資料之準確性及可靠性，惟資料之準確性及可靠性並無保證，且 貴公司、期交所、期貨結算及所有有關人士概不須就任何因不準確或錯漏所產生之任何損失或損毀承擔任何責任(不論以文本或合約或其他形式)。

#### **5 Law** **法律**

This Agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

**IN WITNESS WHEREOF** I/we hereto set my/our hands/and affix my/our firm chop/our common seal hereto this day of:-

茲見證本協議 本人(等)在此簽署及蓋上商號印/公司印於:-

**Individual/Joint Account Holder(s)/  
Authorized Signature (sign with chop of firm)**  
個人/聯名客戶/公司授權簽名(請蓋公司章)  
SIGNED by the Client:

)客戶簽署 :

\_\_\_\_\_  
(Name of Client (I.D. Card/Passport No.) )  
(客戶姓名) (身份證/護照號碼)

\_\_\_\_\_  
(Name of Client (I.D. Card/Passport No.) )  
(客戶姓名) (身份證/護照號碼)

in the presence of :-  
見證於:-

\_\_\_\_\_  
Witness Signature  
見證人簽署

Witness Name: \_\_\_\_\_ Witness Occupation: \_\_\_\_\_  
見證人姓名： 見證人職業：

Witness Address: \_\_\_\_\_  
見證人地址：

**ACCEPTED AND CONFIRMED BY  
CHEONG LEE SECURITIES LIMITED**  
**昌利證券有限公司接受及確認**

SIGNED by )  
簽署由 )  
its authorized director(s) )  
獲授權董事 )  
For and on behalf of )  
**CHEONG LEE SECURITIES LIMITED** )  
代表昌利證券有限公司 )

in the presence of:- )  
見證於:- )

\_\_\_\_\_  
Witness Signature  
見證人簽署

## DECLARATION BY CLIENT

### 客戶聲明

The client acknowledges that the Risk Disclosure Statement was provided in a language of client's own choice (English or Chinese) and the client was invited to read the Risk Disclosure Statement, to ask questions and take independent advice if the client wishes.

客戶確認已按照客戶選擇的語言〔英文或中文〕獲得風險披露聲明及已獲邀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〕。

**Individual/Joint Account Holder(s)/  
Authorized Signature (sign with chop of firm)**  
個人/聯名客戶/公司授權簽名(請蓋公司章)  
SIGNED by the Client:

)客戶簽署：  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
(Name of Client (I.D. Card/Passport No.))  
(客戶姓名) (身份證/護照號碼)

Date:  
日期：

## DECLARATION BY STAFF

### 職員聲明

I, a licensed or registered person, declare that I have provided the above client with a copy of the Risk Disclosure Statement in a language of the client's choice (English or Chinese) and invited the client to read the Risk Disclosure Statement referred to the Supplemental Agreement, ask questions and take independent advice if the client so wishes.

本人，以註冊人身份，確認本人已按照上述客戶所選擇的語言(英文或中文)提供風險披露聲明及提示客戶閱讀補充協議書之風險披露聲明、亦邀請客戶如有需要可以提出問題及徵求獨立的意見。

Signed by:  
簽署：

\_\_\_\_\_  
Name of licensed or registered person in block letters:  
註冊人姓名〔請用正楷字體填寫〕：

CE No./中央編號：

Date 日期：