

Fair Eagle Securities Company Limited 天發證券有限公司

Fair Eagle Futures Company Limited 天發期貨有限公司

Room 1901, 19/F, Chubb Tower, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong

香港銅鑼灣告士打道 311 號皇室大廈安達人壽大樓 19 樓 1901 室

Tel 電話: 2526 2538 Fax 傳真: 2981 1396 Website 網頁: www.faireagle.com.hk

Electronic Trading Services Subscription Form 網上交易服務申請表

英文名稱: English Name: Mr./Ms./Mrs./ Miss.	中文名稱: Chinese Name: 先生/女士/太太/小姐	客戶戶號: Client Account No.:
身份證號碼: Identity Card No.: /護照號碼: Passport No.:	聯絡電話: Contact No.:	電郵地址: E-mail address:

釋義

「天發」 天發證券有限公司及天發期貨有限公司；
 「電子媒介」 任何電子或電訊媒介，包括但不限於互聯網、互動電視系統、電話、無線應用系統規約，或天發不時確定和指定的任何其他電子或電訊設備或系統；
 「電子交易服務」 根據本協議天發、其承辦商或其代理人不時已提供或將提供的任何設施及服務(包括但不限於交易服務、資訊服務、電子郵件服務，以及前者有關的軟件)，使客戶可透過任何電子媒介就有關請帳戶的任何有關交易發出指示或獲取證券報價或其他資訊。

客戶聲明

本人/吾等，下列簽署者現向天發申請網上證券交易服務。
 本人/吾等，明白使用任何天發之服務前，當已閱讀及明白天發最新版本的證券客戶主協議及期貨客戶主協議(「該協議書」)而本文件乃該協議書的一部份。本人/吾等，現申請開立電子交易服務，並同意接受可不被修改的該協議書包括其一般條款及附表 A - 電子交易服務之附加條款及所有相關附表所約束。本人/吾等確切已獲提供按本人/吾等選擇語言(中文/英文)附於本表之風險披露聲明，並提出問題及徵求獨立的意見(如本人/吾等有此意願)。

風險聲明

證券價格有時可能會非常波動，證券價格可升跌，甚至變成毫無價值。買賣證券未必一定能夠賺取利潤，反而可能會招致損失。

電子交易

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。如你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你的買賣盤不能根據指示執行，甚至完全不獲執行。請你特別注意以下各項：

- (A) 互聯網本質上是一個不可靠的資料傳輸及通訊媒介，而且任何其他電子媒介亦可能如此。因此，在透過互聯網或任何其他電子媒介使用電子交易服務進行交易或其他通訊時存在風險；
- (B) 與天發的站或電子交易服務接達可能因為高峰期、市場波動、系統故障(包括硬件或軟件故障)、系統升級維修或因原因而隨時及不時被限制、延誤無法進行；
- (C) 透過互聯網或其他電子媒介發出的指示或進行的交易可能會由於(以適用者為準)無法預計的通訊量、所用媒介屬公開性質或其他原因而受到干擾、出現傳輸中斷，或導致傳輸延誤或發生不正確數據的傳輸；
- (D) 透過互聯網或其他電子媒介交易而發出的指示可能不獲執行，或可能受到延誤，以致執行價格與指示發出的時通行價格不同；
- (E) 未經授權第三方可能獲得通訊及個人資料；
- (F) 透過互聯網或其他電子媒介發出的指示可能不經人手審閱而執行；及
- (G) 刊發在天發的網站的任何認收通知、確認書或其他記錄，其反映的客戶的證券交易指示或買賣盤的成交或該等指示或買賣盤的執行，以及與投資者的帳戶有關投資者的現金狀況、商品狀況或其他資料，未必可以即時更新。上述認收通知、確認書或其他記錄未必反映並非透過天發的網站進行的交易，如有疑問，投資者應聯絡天發，以確定投資者的交易的進度或與投資者的帳戶有關的其他資料。

免責聲明

一切買賣指示須由客戶透過電子媒介的傳送而作出的，其風險概由客戶承擔。天發有權根據其有理由相信來自客戶的指示行事，並無責任查證發出指示的人士的身份。對於天發因其不能控制的任何原因(包括但不限於傳送或電腦延誤、錯誤或遺漏、罷工及類似的工業行動或任何交易所、交易所或結算所沒有履行其義務)而沒有履行在其本協議下的義務，天發無須負責。並且客戶特此，確認並同意，其應就以客戶名義作出或訂立的一切允諾、債務及任何其他義務是以書面或口頭形式發出和以何種方式傳達及宣稱已按上述情況發出。倘若天發收到互相抵觸的指示時，天發可拒絕執行任何此等指示，直至接到明確的指示為止。本協議已翻譯為中文文本，但如發生任何抵觸，應以英文文本為準。

DEFINITIONS

"FAIR EAGLE"

Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited;

"Electronic Media"

Any Electronic or telecommunications media, including but not limited to the internet, interactive television systems, telephone, wireless application protocol or any other electronic or telecommunications devices or systems as FAIR EAGLE may from time to time determine and prescribe;

"Electronic Trading Service"

Any facility and service (including without limitation those relating to dealing services, information services, e-mail and the software comprised in any of the foregoing) provided or to be provided by FAIR EAGLE or FAIR EAGLE's contractor or agent or service provider from time to time under this Agreements which enables the Client to give instructions relating to any Transaction in the Account(s) or to obtain quotation on prices of securities or other information through any Electronic Media.

DECLARATION BY CLIENT

I/We, the undersigned, hereby request Fair Eagle Securities Company Limited and Fair Eagle Futures Company Limited to provide the Electronic Trading Service. I/We confirm that prior to usage of any of Fair Eagle service(s) have read and understood the provisions of the current version of the Securities Client Master Agreement and Futures Client Master Agreement of FAIR EAGLE ("Agreements") of which this document forms a part. I/We hereby apply to open the Electronic Trading Service and agree to be bound by the Agreements including its General Terms and Conditions, Schedule A - Additional Terms for Electronic Trading Service and all other relevant Schedule(s) as the same may be amended from time to time.

I/We acknowledge and confirm that FAIR EAGLE has provided the Risk Disclosure Statement annexed hereto in a language of my/our choice (Chinese/English) and I/We have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice if I/We wish.

RISK OF SECURITIES TRADING

The prices of securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is likely that losses will be incurred rather than profit made as a result of buying and selling securities.

ELECTRONIC TRADING

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you 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 your order is either not executed according to your instructions or is not executed at all. In particular, your attention is drawn to the following:

- (A) The internet is, and any other Electronic Media may also be, an inherently unreliable medium of data transmission and communication and that, accordingly, there are risks in conducting Transactions in the Account through the Electronic Trading Service or otherwise communication through the internet or any other Electronic Media;
- (B) Access to the website operated by the FAIR EAGLE or the Electronic Trading Service may at any time and from time to time be limited, delayed or unavailable, including during periods of peak demand, market volatility, systemic failures (including hardware and software failures), systems upgrades or maintenance or for other reasons;
- (C) Instructions given or transactions conducted through the internet or other Electronic Media may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;
- (D) Instructions given through the internet or other Electronic Media may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given;
- (E) Communications and personal data may be accessed by unauthorized third parties;
- (F) Instructions given through the internet or other Electronic Media may be executed without being subject to human review; and
- (G) The status of your instructions or orders for Transactions in the Account or execution thereof and your cash position, securities position or other details relating to your Account as reflected in any acknowledgement, confirmation or other record posted on the FAIR EAGLE's website may not be updated immediately. Such acknowledgement, confirmation or other record will only reflect Transactions in your Account conducted through the Electronic Trading Service and that, in the case of doubt, you should contact the FAIR EAGLE to ascertain the status of your other Transactions in your Account or other details relating to your Account.

DISCLAIMERS

All orders shall be made by the Client through Electronic Media at the Client's risk. FAIR EAGLE may act on such instructions which FAIR EAGLE believes to come from the Client without any duty to verify the capacity of the person giving the instruction. FAIR EAGLE shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond FAIR EAGLE's control, including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any dealer, Exchange or Clearing House to perform its obligations. The Client hereby confirms and agrees that the Client shall be responsible to FAIR EAGLE for all engagements, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated and purporting to be given as aforesaid. In addition, in the event of receipt of conflicting instructions, FAIR EAGLE may refuse to act on any of such instructions until FAIR EAGLE receives unequivocal instruction(s). This Agreements may be translated into Chinese language but in the event of any conflict arising the English version shall prevail.

客戶簽署/Client's Signature: _____

日期/Date: _____

簽署及印鑑簽署模式需與開戶文件一致 Specimen(s) of signature(s) should be identical to Account Opening Documents.

(敬請客戶簽署本申請表後，將原件郵遞或交付客戶經理處理) (Please complete the Subscription Form, and send the original to the account executive for processing)

只供內部使用 For Internal Use Only

客戶經理姓名 A.E. Name	交易金額上限 Trade Limit :	簽名核對 Signature Checked by	系統輸入者 Operator input
客戶經理簽署及日期 A.E. Signature & Date	貸款金額上限 Margin Limit:	輸入核對 Input Checked by	批核者 Approval by