

SCHEDULE 1: ELECTRONIC SERVICE AND INTERNET SECURITIES TRADING
附表 1: 電子服務及互聯網證券交易

This Schedule is supplemental to the Client Agreement entered into by VSAL and the Client ("Client Agreement") to which this Schedule is annexed whereby VSAL agrees to provide to the Client with services in relation to any Securities Transaction of every type and description through the internet ("Internet Securities Trading") which enables the Client to give Instructions through the internet ("Internet Securities Trading Instructions") and to obtain quotations and other information via computer or telephonic 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 ("Internet Securities Trading Service").

本附件乃意博與客戶所訂立客戶協議（“客戶協議”）之補充文件，藉此意博同意向客戶提供於互聯網進行各類證券交易（“互聯網證券交易”）的服務，使客戶能夠透過電腦或電話傳輸方式，在相容的個人、家庭或小型電腦，包括能夠連接互聯網電訊網絡並帶有解調器、終端機或網絡電腦等設備的互聯網儀器，於互聯網發出指示（“互聯網證券交易指示”），並獲取報價及其他資訊（“互聯網證券交易服務”）。

Now IT IS HEREBY AGREED as follows 合約雙方同意下列條款：

1. INTERPRETATION 釋義

1.1 The following expressions shall, unless the context requires otherwise, have the following meanings: 下列用語，除文意另有所指外，將作如下解釋：

- (1) "Login ID" means the Client's identification, used in conjunction with the Password, to gain access to the Internet Securities Trading Service; 「登入號碼」指識別客戶身份的名稱，須配合密碼一起使用以接連有關互聯網證券交易服務；
- (2) "Information" means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to any securities, exchange or market; 「資訊」指與證券、交易所或市場有關之任何交易或市場資料、買入及賣出價、新聞報導、第三者分析員的報告、研究資料及其他資訊；
- (3) "Password" means the Client's password, used in conjunction with the Login ID, to gain access to the Internet Securities Trading Service. 「密碼」指客戶的密碼，須配合登入號碼一起使用以接連有關互聯網證券交易服務。

1.2 Terms defined in this Schedule have the same meanings as in the Client Agreement unless stated otherwise.

本附件中的術語之含義與客戶協議所界定者相同，另有特別聲明者除外。

1.3 References to "Instructions" in the Client Agreement are deemed to include Internet Securities Trading Instructions given by means of Internet Securities Trading Service.

客戶協議中提及的「指示」將被視為包括通過互聯網證券交易服務發出的互聯網證券交易指示。

2. CLIENT IDENTITY / ULTIMATE BENEFICIARY 客戶身份 / 最終受益人

2.1 On the issuance by VSAL to the Client of its Login ID and Password, the Internet Securities Trading Service shall be activated and VSAL shall notify the Client. 當意博向客戶發出登入號碼及密碼後，互聯網證券交易服務將被啟動、同時意博將向客戶發出相應通知。

2.2 VSAL is entitled to require the Client to place a cash and/or securities deposit prior to execution of any Instructions as will be informed by VSAL from time to time. 意博有權要求客戶按意博不時的通知，在執行其任何指示前存入現金及 / 或證券。

2.3 The Client hereby agrees and acknowledges that 客戶特此同意並承認:

- (1) the Client shall use the Internet Securities Trading Service only in accordance with this Schedule, the Client Agreement(s) and other instructions and procedures as set out in

VSAL's instruction manual provided to the Client from time to time; 將只按照本附件、客戶協議及其他於意博不時提供予客戶的用戶指南內所規定的各種指示及程式，以使用互聯網證券交易服務；

- (2) the Client shall be the only authorized user of the Internet Securities Trading Service; 客戶本人是互聯網證券交易服務的唯一獲授權用戶；
- (3) the Client shall be responsible for the confidentiality and use of its Login ID and Password; 客戶應對其登入號碼及密碼的保密及使用承擔責任；
- (4) in providing the Internet Securities Trading Service, VSAL may use such authentication technologies as it deems appropriate; no authentication, verification or computer security technology is completely secure or safe; and the Client shall bear all risks of any unauthorized access/use, hacking or identity theft; 意博在提供互聯網證券交易服務時可以使用其認為適合的認證科技；任何認證、核證或電腦安全科技均不可能做到完全可靠或安全；客戶應承擔任何未經授權進入 / 使用、駭客入侵或身份被盜等相關風險；
- (5) the price quotation service (if any) made available by way of the Internet Securities Trading Service may be provided by a third party provider appointed by VSAL from time to time; VSAL shall not be responsible to the Client or any other person for any losses, costs, expenses, damages, claims or liabilities of whatsoever nature which the Client or such other person may suffer, directly or indirectly, as a result of or in connection with any aspect of such service including, without limitation, the Client's or such other person's reliance on such service; and the Client shall use such price quotation (if any) for its personal use only and shall not furnish such data to any other person or entity for any reason; 互聯網證券交易服務所提供的報價服務（若有的話），可由意博不時指定的第三方提供者所提供；直接或間接因或就該服務之任何方面（包括但不限於客戶或任何其他人士對該服務之依賴）而產生的任何損失、費用、支出、損害賠償、申索或責任（不論屬任何性質），意博概無須對客戶或該其他人士承擔責任；以及此價格報價（若有的話）僅供客戶本人使用，客戶不得基於任何理由將該等數據提供予任何其他人士或實體；
- (6) the Client shall be solely responsible for all Instructions entered through the Internet Securities Trading Service using its Login ID and Password and any Instructions so received by VSAL shall be deemed to be made by the Client at the time received by VSAL and in the form received; 客戶應對利用登入號碼及密碼而透過互聯網證券交易服務所輸入的所輸入的所有指示完全負責，意博收到的任何指示將被視為由客戶於意博收到的時間及以收到的形式發出；
- (7) the Client shall immediately inform VSAL if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password, or the Internet Securities Trading Service or any Information; 客戶如發現登入號碼或密碼或互聯網證券交易服務或任何資訊有任何遺失，被竊或未經授權使用，客戶應立刻知會意博；
- (8) the Client shall immediately inform VSAL if it becomes aware of any failure by the Client to receive a message that an order initiated by the Client through Internet Securities Trading Service has been received and executed through the Internet Securities Trading Service; 在客戶透過互聯網證券交易服務發出指示令後，若客戶獲悉其未能獲取顯示經已接獲及 / 或執行該指示之訊息，應隨即知會意博；
- (9) the Client shall provide VSAL with its e-mail address, and promptly provide VSAL with any changes to the its e-mail address, and to accept communications from VSAL at this e-mail address so provided to VSAL; 客戶需向意博提供其電子郵件地址，及立刻通知意博有關其電子郵件地址的任何改動，並於此電子郵件地址接收意博的通訊；
- (10) VSAL may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Internet Securities Trading Service; 意博享有絕對的酌情權，對可透過互聯網證券交易服務發出的指示之種類及指示的價格範圍予以限制；

- (11) the Client agrees to pay all subscription, service and user fees, if any, that VSAL charges for the Internet Securities Trading Service and authorizes VSAL to debit the Client's Account with the same; 客戶同意支付因意博提供互聯網證券交易服務而須收取的所有訂購費、服務費及用戶費（如有的話），並授權意博可從客戶帳戶中扣除該類款項；
 - (12) that the Client shall be bound by any consent the Client gives through the Internet Securities Trading Service for VSAL to provide any notices, statements, trade confirmations and other communications to the Client solely through Internet Securities Trading Service; 客戶應受任何透過互聯網證券交易服務給予意博，並同意意博只通過互聯網證券交易服務來向其提供任何通知、結算單、交易確認及其他通訊之同意所約束；
 - (13) that the Client shall logoff the Internet Securities Trading Service immediately following the completion of each Internet Securities Trading Service session; 客戶在完成每次互聯網證券交易服務時段後，應立即登出互聯網證券交易服務系統；
 - (14) that the Client shall not use or permit the use of Information or any part thereof for any illegal purpose; and 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；及
 - (15) that the Client shall not disseminate Information to third parties, and shall solely use the Information or any part thereof for its own business. 客戶不得向第三者散播資訊，同時只容許客戶作本身的用途或在本身業務的正常過程中使用。
- 2.4 After giving Instructions by the Internet Securities Trading Service, the Client shall check via the Internet Securities Trading Service that the Instructions have been correctly acknowledged by VSAL. 客戶通過互聯網證券交易服務發出指示後，應通過互聯網證券交易服務對所發出的指示是否已被意博正確地確認作出檢查。
- 2.5 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may be possible to amend or cancel the Instructions after they have been given through the Internet Securities Trading Service and that the Instructions may only be amended or cancelled if they have not been executed by VSAL. In such circumstances VSAL will use its best efforts to amend or cancel the Instructions but, notwithstanding an acknowledgement by VSAL 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 Client shall remain liable for the original Instructions. 在不限制上述的概括性原則下，客戶確認並同意，一旦通過互聯網證券交易服務發出的指示，未必能夠修改或取消，及指示只有在尚未被意博執行時方有可能修改或取消。在這種情況下，意博將盡可能修改或取消指示，但是，儘管意博已確認有關修改或取消指示，也並不能保證該修改或取消指示一定會發生。如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。
- 2.6 VSAL makes no warranty whatsoever as to the availability of the Internet Securities Trading Service to the Client at any time. If the Internet Securities Trading Service is not available for any reason, the Client shall give Instructions to VSAL through other means accepted under the Client Agreement. 意博對任何時候向客戶提供互聯網證券交易服務不作任何保證。如果互聯網證券交易服務因任何原因無法使用，客戶應通過客戶協議下其他獲接受的方式向意博發出指示。
- 2.7 The Internet Securities Trading Service is supported by computer-based component systems for the order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, the Internet Securities Trading Service is vulnerable to temporary disruption or failure. The Client agrees and acknowledges that VSAL shall be under no liability whatsoever as a result of any such temporary disruption or failure of the Internet Securities Trading Service. 互聯網證券交易服務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。與所有設施和系統一樣，互聯網證券交易服務容易受暫時中斷或故障的影響。客戶同意並承認，由於互聯網證券交易服務的任何此類暫時中斷或失敗，意博不承擔任何責任。

3. AUTHORISATION 授權

- 3.1 VSAL may convey Information to the Client by Internet Securities Trading Service. The Client may be charged a fee for Information VSAL provides that has been obtained from exchanges, markets and from other third-parties that transmit Information (collectively referred to as "Information Providers"). 意博可通過互聯網證券交易服務向客戶傳遞資訊，客戶可能會被收取從交易所、市場及其他傳輸資訊的第三方（統稱為“資訊供應者”）獲得並提供給客戶使用的資訊的一定費用。
- 3.2 Information is the property of VSAL, Information Providers or others and is protected by copyright. The Client shall: 資訊乃是意博、資訊供應者或其他人士的財產，受版權保護，客戶應：
- (1) 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; and 在未獲得這些權利擁有人的同意前，不得上載、貼上、複製或分發任何受版權或其他知識產權（以及公開權及私隱權）所保障的任何資訊、軟件或其他資料；及
 - (2) not use Information or any part thereof other than for its own use or in the ordinary course of its own business. 不得將資訊或其中的任何部分用於並非其本身用途或並非其本身日常業務之用途。
- 3.3 The Client agrees not to 客戶同意不會：
- (1) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of VSAL and the relevant Information Provider(s); 在未獲得意博及有關資訊供應者的明確書面同意之前，以任何方式複製、再發、傳播、出售、分發、出版、廣播、傳閱或在商業用途利用資訊；
 - (2) use Information for any unlawful purpose; and 將資訊用於任何非法目的；及
 - (3) 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 Exchange. 將資訊或其中的任何部份用於建立、維持或提供、或用於協助建立、維持或提供一個買賣在聯交所上市的證券的交易平臺或交易服務。
- 3.4 The Client agrees to comply with reasonable written requests by VSAL to protect Information Providers' and VSAL's respective rights in Information and the Internet Securities Trading Service. 客戶同意將遵守意博的合理書面要求，以保護資訊供應者及意博各自在資訊及互聯網證券交易服務中的權利。
- 3.5 The Client shall comply with such reasonable directions as VSAL may give from time to time concerning permitted use of Information. 客戶將遵守意博不時作出的有關允許使用資訊的合理指令。
- 3.6 The Client authorizes VSAL to provide information on the Internet Securities Trading Service supplied to the Client hereunder to the HKEx Information Services Ltd. ("Information Services Ltd.") to enable VSAL to comply with the licence agreement between Information Service Ltd. and VSAL relating to market data-feeds. 客戶授權意博將提供給客戶的互聯網證券交易服務資訊提供給香港聯合交易所資訊服務有限公司（“資訊服務公司”），從而使意博能夠遵守資訊服務公司與意博簽訂的有關市場數據傳送專線許可證協議。

4. INTELLECTUAL PROPERTY RIGHTS 知識產權

- 4.1 The Client acknowledges that the Internet Securities Trading Service, and any software comprised in it, is the property of VSAL. 客戶確認，互聯網證券交易服務及其中包括的任何軟件乃屬意博之財產。

- 4.2 The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise after in any way, and shall not attempt to gain unauthorized access to, any part of the Internet Securities Trading Service or any of the software comprised in it. The Client agrees that VSAL shall be entitled to terminate the Client Agreement if at any time the Client breaches, or if VSAL at any time reasonably suspects that the Client has breached, this warranty and undertaking. 客戶保證並承諾，將不會以任何方式試圖篡改、修改、解編倒序製造、或以其他任何方式改動該等軟件，亦不會試圖在未經授權下接通互聯網證券交易服務或內裡包含的軟件的任何部分、客戶同意，若客戶在任何時候違反了此保證及承諾，或若意博在任何時候有合理理由懷疑客戶已違反了此保證及承諾，意博將有權終止客戶協議。
- 4.3 The Client undertakes to notify VSAL immediately if the Client becomes aware that any of the action described in Clause 4.2 is being perpetrated by any other person. 若客戶知道有人作出第 4.2 條款之行動時，客戶保證會馬上通知意博。

5. INSTRUCTIONS AND INSTRUCTIONS RECORDING 指示及記錄指示

- 5.1 The Clients agrees, understands and acknowledges that VSAL shall not be liable to the Client if the Client is not able to access its Account information or to execute any Internet Securities Trading Instruction given by it through the Internet Securities Trading Service. 客戶明白、同意及確認意博不會對客戶不能存取其帳戶資料，或不能透過互聯網證券交易服務以執行任何互聯網證券交易指令而負責。
- 5.2 VSAL and its Associates shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond then reasonable control including, without limitation: 意博及其關聯人士對由於難以合理控制的情況而使客戶遭受任何損失、開支、費用或責任概不負責，這些情況（包括但不限於）：
- (1) delays, failure or inaccuracies in transmission of communications to or from VSAL through telephone, Internet Securities Trading Service or other systems that are not under their control; 通過不受意博控制的電話、互聯網證券交易服務或其系統與意博進行通訊往來的延誤、失靈或不準確；
 - (2) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information made available through the Internet Securities Trading Service; 通過互聯網證券交易服務所提供的股市研究、分析、市場數據及其他資訊的延誤、不準確、遺漏或缺乏；
 - (3) unauthorized access to communications systems, including unauthorized use of the Client's Login ID(s), Password(s), and/or Account numbers; and 未經授權下進入通訊系統，包括未經授權下使用客戶的登入號碼、密碼、及 / 或帳戶號碼；及
 - (4) war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of God. 戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所被關閉或中斷、惡劣的天氣情況及天災。
- 5.3 The Client agrees to defend, indemnify and hold VSAL and any of its Associates harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from the Client's violation of the Client Agreement (including this Schedule 1), applicable laws or regulations, or any third party's rights, 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 the Client Agreement. 客戶同意，如因客戶違反客戶協議（包括本附件 1），適用的法例或規例、或任何第三者權利包括（但不限於）任何版權侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而產生的任何或所有索償、損失、責任、開支及費用（包括但不限於律師費），客戶將就此對其作出賠償，及保證意博及任何其關聯人士不會因此而招致任何損失。即使終止客戶協議，客戶在此的責任仍然有效。

- 5.4 The Client accepts that while VSAL endeavours to ensure the accuracy and reliability of the Information provided, VSAL does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omissions. 客戶接受，儘管意博已盡力確保所提供資訊準確性，意博並不能絕對保證這些資訊準確及可靠，及對於資訊出現任何不準確或遺漏而導致的任何損失或損害，意博概不承擔責任(無論是從民事過失、合約或其他法律上)。

6. LAWS AND RULES 法例及規例

- 6.1 If the Client places any Instructions to VSAL outside Hong Kong, the Client agrees to ensure and represents that such Instructions will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's Instructions are given. The Client further agrees that when in doubt, the Client shall independently consult legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any Instructions and VSAL shall not be liable for any of such cost. 倘客戶向意博發出任何指示的地點為香港以外的地方，客戶同意確保及表明該等指示的發出將遵從於客戶發出指示的有關司法管轄區的任何及一切適用法律，而客戶更同意客戶遇有疑問時，應於有關司法管轄區諮詢或取得法律及獨立專業意見。客戶同意支付就有關任何指示可能須繳付稅項或收費，意博並不須就該等費用負上任何責任。

7. SET-OFF AND LIEN 抵銷及留置權

- 7.1 VSAL reserves the right to terminate the Client's access to the Internet Securities Trading 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 Client's Login ID(s), Password(s) and/or Account number(s), or any breach of the Client Agreement (including this Schedule) on the part of the Client. 意博保留權利，並有絕對酌情權而毋須通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的登入號碼、密碼、及 / 或帳戶號碼，或任何客戶違反客戶協議（包括本附件）的行為。
- 7.2 In the event of termination by VSAL, the Information Providers, and VSAL shall have no liability to the Client, provided, however, that if the termination is without cause VSAL will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Internet Securities Trading Service not furnished to the Client as of the date of such termination. 若意博終止互聯網證券交易服務，資訊供應者及意博將毋須向客戶承擔任何責任，然而，若是在無任何理由終止服務，意博應按比例向客戶退還其已為互聯網證券交易服務而支付，但由於終止服務日期起計尚未使用那一部分的費用。

8. RISK DISCLOSURE STATEMENTS 風險披露聲明

- 8.1 The Client hereby understands and acknowledges that:- 客戶明白及確認：

- (1) Due to unpredictable traffic congestion of the internet, an inherently unreliable medium of communication and that such unreliability is beyond VSAL's control, there is a risk that communication over the internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by VSAL to minimize this risk, VSAL accepts no responsibility for any loss which may be incurred by the Client as a result of interruptions or delays or unauthorized access. The Client should not place any Instructions with VSAL over the Internet if the Client is not prepared to accept such risk. 由於無法預計互聯網的通訊量，故屬一個存在不可靠因素的通訊媒介，而該等不可靠因素亦非意博所能控制，互聯網的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然意博採取措施將此一風險減至最低限度，但對於客戶因上述中斷、延誤或未經授權取得的結果而使客戶招致任何損失，意博不承擔任何責任。倘若客戶不準備接受上述風險，客戶不應在互聯網向意博作出任何指示。
- (2) Transactions through the Internet Securities Trading Service may differ from transactions on other trading systems. If the Client undertakes Transactions on the Internet Securities Trading Service, the Client will be exposed to the associated risks including the failure of hardware and software. The result of any system failure may be that the Client's order is

either not executed according to the Client's Instructions or is not executed at all. 透過互聯網證券交易服務進行交易、可能與於其他交易系統進行交易有所不同。如果客戶透過互聯網證券交易服務進行交易，便須承受相關的風險，包括有關系統硬體或軟件可能會失靈的風險。系統失靈可能會導致客戶的交易指示不能根據指示執行、甚至完全不獲執行。

9. GENERAL 一般事項

- 9.1 Where any conflict arises between the Client Agreement and the provisions of this Schedule, the provisions of the latter shall prevail. The Client hereby agrees, confirms and acknowledges that this Schedule forms an integral part of the Client Agreement. 如客戶協議與本附件之條款有任何衝突，以後者之條款為準。客戶在此同意、肯定、確認本協議為客戶協議組之一部份。
- 9.2 In the event of any dispute between the parties, the Client agrees that the records of VSAL (including records on the Internet Securities Trading Service) shall prevail. 倘若雙方出現任何爭議，客戶同意以意博的記錄（包括互聯網證券交易服務上的記錄）為準。
- 9.3 VSAL may change the terms in this Schedule from time to time by giving the Client reasonable notice in writing or via Internet Securities Trading Service. 意博可不時修改本附件之條款，並會以書面方式或透過互聯網證券交易服務向客戶發出合理通知。