

**Note to Client:** If you are uncertain of any provision contained in this document or the legal effect of this document (or any provision of it), please seek independent legal advice before signing.  
 客戶注意：如閣下對本文件之任何條文或本文件（或其任何條文）之法律效力有任何疑問，請簽署前徵求獨立法律意見。

**To\*致:**  Sun Hung Kai Investment Services Limited (“SHKIS”) 新鴻基投資服務有限公司（「新鴻基投資」）  
 Sun Hung Kai Commodities Limited (“SHKCOM”) 新鴻基期貨有限公司（「新鴻基期貨」）  
 Sun Hung Kai Bullion Company Limited (“SHKB”) 新鴻基金業有限公司（「新鴻基金業」）  
 Sun Hung Kai Forex Limited (“SHKFX”) 新鴻基外匯有限公司（「新鴻基外匯」）

28/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong 香港銅鑼灣希慎道 33 號利園一期 28 樓

(\* Please choose the appropriate company(ies) of Everbright Sun Hung Kai (“EBSHK”) (defined below) and such company(ies) is/are hereinafter referred to as the “Selected Company” 請選擇合適之光大新鴻基「定義如下」之公司（一間或多間）而此／此等公司以下稱為「選定公司」）

### Re: Application for Electronic Services (“Application”) 關於電子服務之申請（「申請表」）

I/We, the undersigned Client, would like to apply for the use of such Electronic Services and/or the services of “eContract Note & eStatement” as chosen by me/us below and accept the Terms and Conditions set out in this Application.  
 本人／吾等，即以下簽署客戶，欲申請使用以下由本人／吾等揀選之電子服務及／或「電子成交單據及電子帳戶結單」服務並同意接受本申請表之條款及條件。(Please select the appropriate choice 請選擇合適者)

Account & Account No. 帳戶及帳戶編號	Services of eContract Note & eStatement 「電子成交單據及電子帳戶結單」服務	Electronic Services 電子服務
SHKIS: 新鴻基投資 <input type="checkbox"/> Cash Securities Trading Account 現金證券交易帳戶 (Account No. 帳戶編號：_____) <input type="checkbox"/> Margin Securities Trading Account 孖展證券交易帳戶 (Account No. 帳戶編號：_____) <input type="checkbox"/>	<input type="checkbox"/> Yes 是 (Please send all relevant contract notes, daily & monthly statements of account, confirmations and the like to me/us by electronic means 請將所有相關之成交單據、日及月結單、確認函及同類文件以電子形式送予本人／吾等) <input type="checkbox"/> No 否	<input type="checkbox"/> Online services 網上交易服務
SHKIS: 新鴻基投資 <input type="checkbox"/> Stock Options Trading Account 股票期權交易帳戶 (Account No. 帳戶編號：_____) <input type="checkbox"/>	N/A 不適用	<input type="checkbox"/> Online services 網上交易服務
SHKB: 新鴻基金業 <input type="checkbox"/> Bullion Trading Account 黃金交易帳戶 (Account No. 帳戶編號：_____) <input type="checkbox"/>	<input type="checkbox"/> Yes 是# (Please send all relevant contract notes, daily & monthly statements of account, confirmations and the like to me/us by electronic means 請將所有相關之成交單據、日及月結單、確認函及同類文件以電子形式送予本人／吾等) <input type="checkbox"/> No 否	<input type="checkbox"/> Internet bullion trading services 互聯網黃金買賣服務
SHKFX: 新鴻基外匯 <input type="checkbox"/> Foreign Exchange Trading Account 外匯交易帳戶 (Account No. 帳戶編號：_____) <input type="checkbox"/>	<input type="checkbox"/> Yes 是† (Please send all relevant contract notes, daily & monthly statements of account, confirmations and the like to me/us by electronic means 請將所有相關之成交單據、日及月結單、確認函及同類文件以電子形式送予本人／吾等) <input type="checkbox"/> No 否	<input type="checkbox"/> Internet forex trading services 互聯網外匯買賣服務
SHKCOM: 新鴻基期貨 <input type="checkbox"/> Commodities Trading Account 期貨交易帳戶 (Account No. 帳戶編號：_____) <input type="checkbox"/>	<input type="checkbox"/> Yes 是 (Please send all relevant contract notes, daily & monthly statements of account, confirmations and the like to me/us by electronic means 請將所有相關之成交單據、日及月結單、確認函及同類文件以電子形式送予本人／吾等) <input type="checkbox"/> No 否	<input type="checkbox"/> Internet futures trading services 互聯網期貨買賣服務

Client's e-mail address 客戶電郵地址<sup>##</sup>: \_\_\_\_\_

Signed by 由以下客戶簽署<sup>†</sup>

Name of Client 客戶名稱: \_\_\_\_\_

ID/Passport/Business Registration/Company no. 身份證／護照／商業登記證／號碼 或 公司編號: \_\_\_\_\_

Date 日期: \_\_\_\_\_

For Office Use Only 只供內部使用				
Signature of IC Name	Signature by Sales Head or Designate	Input by	Checked by	Signature verified by

<sup>#</sup>Only applicable to Client having applied for or having been provided with internet bullion trading services 只適用於已申請或已獲提供互聯網黃金買賣服務之客戶。

<sup>†</sup>Only applicable to Client having applied for or having been provided with internet forex trading services 只適用於已申請或已獲提供互聯網外匯買賣服務之客戶。

<sup>\*\*</sup>

I/We consent that the Client's email address (at page 1 hereof) is to be used for receiving: (i) all notices, documents, information and communications from the Selected Company (if I/we have selected the Electronic Services of the Selected Company as indicated at page 1 hereof); (ii) all relevant contract notes, daily & monthly statements of account, confirmations and the like from the relevant Selected Company (if the services of "eContract Note & eStatement" selected by me/us (as indicated at page 1 above) are approved by the relevant Selected Company); and (iii) my/our password(s) for such Electronic Services as approved by the relevant Selected Company. 本人/吾等同意於本申請表第一頁之客戶電郵地址將用作接收：(i) 所有選定公司之通知書、文件、信息及通訊（如本人/吾等已於本申請表第一頁揀選了選定公司之電子服務）；(ii) 所有相關選定公司之成交單據、日及月結單、確認函及同類文件（若本人/吾等於本申請表第一頁揀選之「電子成交單據及電子帳戶結單」服務獲相關選定公司所核准）；(iii) 本人/吾等之密碼（一個或多個）以用作相關選定公司批准的電子服務。

<sup>¶</sup>Signature(s) should be the same as the signature(s) on the account opening documents. For joint accounts, all account holders must sign. For corporate accounts, please sign and affix company chop in accordance with the board resolution acceptable to the Selected Company. 簽名須與開戶文件相同。如屬聯名帳戶，所有帳戶持有人須簽署。如屬公司帳戶，請按照選定公司所接受的董事會決議簽署及蓋上公司印章。

## Terms & Conditions 條款及條件

(I) The use of online services, internet bullion trading services, internet futures trading services and internet forex trading services shall be respectively in accordance with SHKIS', SHKB's, SHKCOM's and SHKFX's Client / Customer's Agreement(s) and applicable Schedules and/or Appendices and/or supplements thereto together with other applicable terms as may be designated from time to time by SHKIS, SHKB, SHKCOM and/or SHKFX. Depending on my/our choice indicated by ticking the appropriate box(es) for any or more of all the aforesaid Electronic Services set out at page 1 hereof ("Chosen Electronic Services"), I/we agree to use the Chosen Electronic Services on such website(s) as designated by the Selected Company from time to time and in accordance with the applicable document(s) and terms above mentioned ("Applicable Document" for the purpose of this paragraph (I) only). I/We confirm that I/we have been explained the relevant terms and conditions set out in the Applicable Document as well as the related risks set out therein and in the Risk Disclosure Statements ("Risks"). I/We confirm my/our understanding and acceptance of the Risks. I/We agree to use the Chosen Electronic Services in accordance with the Applicable Document. (This paragraph (I) is only applicable to the Client who has ticked the appropriate box(es) for the Chosen Electronic Services as indicated at page 1 of this Application.)

使用網上交易服務、互聯網黃金買賣服務、互聯網期貨買賣服務及互聯網外匯買賣服務將各自按新鴻基投資、新鴻基金業、新鴻基期貨及新鴻基外匯的客戶協議/顧客契約及其/其等之適用附件/表及/或附錄及/或補充連同新鴻基投資、新鴻基金業、新鴻基期貨及/或新鴻基外匯可能不時指定之其他適用條款。視乎本人/吾等於本申請表第1頁適當方格中加上“√”號作為顯示本人/吾等所選擇上述之一項、多項或所有電子服務（「已選擇電子服務」，本人/吾等同意，根據上述適用的一份或多份文件及條款（「適用文件」僅作本第(I)段之用途）並於選定公司不時指定的一個或多個網站使用已選擇電子服務。本人/吾等確認已獲解釋於適用文件內所列載的相關條款及條件及於適用文件及風險披露聲明內列出之相關風險（「風險」）。本人/吾等確認已明白和接受風險。本人/吾等同意根據適用文件使用已選擇電子服務。（本第(I)段只適用於在本申請表第一頁於已選擇電子服務之適當方格中加上“√”號之客戶。）

(II) I/We acknowledge that the internet or other electronic medium is an inherently unreliable medium of communication and that such unreliability is beyond the control or anticipation of the companies of EBSHK. I/We further acknowledge that such unreliability may result into failure to transmit, or delay in transmitting, information; or incorrect data transmission; or loss, or loss of confidentiality, of information transmitted and that the foregoing is not an exhaustive list of the consequences resulted from such unreliability. I/We agree that all the companies of EBSHK shall not be responsible for any loss, damage, cost, expenses, claim or liability of whatsoever nature, directly or indirectly, arising out of or in connection with such unreliability or the public nature of the internet or other electronic medium or any other cause beyond the control or anticipation of the companies of EBSHK.

本人/吾等確認互聯網或其他電子媒介本質上乃不可靠的通訊媒介，而該不可靠性乃非光大新鴻基旗下公司所能控制或預期的。本人/吾等再確認：該不可靠性可能會導致不能或延遲傳遞資料；或不正確資料傳遞或失去所傳遞之資料或其保密性，以及前述並非一份沒有遺漏的清單列舉因該不可靠性而引致之後果。本人/吾等同意，對直接或間接因或相關於該不可靠性，互聯網或其他電子媒介之公眾性質或任何其他非光大新鴻基旗下公司可控制或預期之原因而產生之任何損失、損害賠償、開支、費用、索求或責任（不論屬任何性質），光大新鴻基旗下所有公司一概並不承責。

(III) Save for paragraph (VI) hereof, depending on my/our choice indicated at page 1 hereof, this Application is subject to the Client / Customer's Agreement(s) together with Schedules and/or Appendices and/or supplements thereto (collectively, "Client Agreement") in respect of SHKIS, SHKB, SHKCOM and/or SHKFX (as amended from time to time) and other applicable terms as may be designated from time to time by SHKIS, SHKB, SHKCOM and/or SHKFX. The Client Agreement (as amended from time to time) together with this Application and other related documents specified by the relevant Selected Company from time to time shall together constitute the entire agreement and understanding between me/us and the relevant Selected Company in respect of the matters contemplated under all such agreements and documents. Terms defined in the Client Agreement (as amended from time to time) have the same meanings when used in this Application (save where otherwise expressly provided in this Application). Save for paragraph (VI) hereof, in the event of any conflict or inconsistency between the Client Agreement (as amended from time to time) and other document between me/us and the relevant Selected Company or governing my/our use of any service and/or facility provided by or on behalf of the relevant Selected Company on the one hand and this Application on the other hand, the Client Agreement (as amended from time to time) and such other document shall prevail to the extent of such conflict or inconsistency.

除本申請表第(VI)段外，視乎本人/吾等於本申請表第一頁所顯示之選擇，本申請表乃受新鴻基投資、新鴻基期貨、新鴻基金業及/或新鴻基外匯之客戶協議/顧客契約連同其/其等附件/表及/或附錄及/或補充（統稱「客戶協議」）（及其不時之修訂本）及新鴻基投資、新鴻基金業、新鴻基期貨及/或新鴻基外匯可能不時指定之其他適用條款所規限。客戶協議（及其不時之修訂本）連同本申請表及相關選定公司不時指定之其他相關文件將一起構成為本人/吾等與相關選定公司之間就所有該等協議及文件所預期之事宜的全部協議及諒解。本申請表所用之詞語與客戶協議（及其不時之修訂本）所定義者具相同釋義（除非於本申請表內另有明示指定）。除本第(VI)段外，倘若客戶協議（及其不時之修訂本）及本人/吾等與相關選定公司間或規管本人/吾等使用由或代相關選定公司提供之任何服務及/或融通之其他文件跟本申請表有任何矛盾或不相同之處，當以客戶協議（及其不時之修訂本）及該其他文件為準，但只限於該矛盾或不相同之處。

(IV) I/We undertake to notify the Selected Company promptly of any change to any information contained in this Application. The Selected Company shall be entitled to rely fully on all information contained in this Application for all purposes until the Selected Company is notified to the contrary in writing and any such written notification shall be duly signed by me/us. I/We understand and accept that unless otherwise agreed by the Selected Company in writing, any change to any such information shall not take effect until 5 days after the actual receipt by the Selected Company of the relevant written notification.

本人/吾等承諾即時通知選定公司任何本申請表上之資料之任何變更。除非選定公司接獲本人/吾等以書面通知的任何變更，否則選定公司有權完全依賴所有本申請表上之資料作一切用途及任何該等書面通知須由本人/吾等恰當地簽署。本人/吾等明白及接受：除非選定公司另有書面同意，否則任何該等資料的任何變更，只會於選定公司確實收妥有關書面通知當日起計五日後才會生效。

(V) I/We agree to indemnify, on demand, the Selected Company (on a full indemnity basis) for all losses, costs and expenses (including legal costs) and liabilities of any nature whatsoever suffered or incurred by the Selected Company in reliance on any information contained in this Application or in consequence of any failure to provide any such information in a timely manner or at all by me/us or, directly or indirectly, arising from or in connection with the Selected Company's act or inaction in relation to this Application (except for any wilful misconduct on its part), or my/our act or omission (whether or not constituting a breach of any provision contained in this Application).

本人／吾等現承諾應要求彌償(按全面彌償基準) 選定公司因依賴本申請表上之任何資料或因本人／吾等沒有及時或沒有向選定公司提供任何該等資料或直接或間接因或關於選定公司就本申請表之任何行動或不行動(其故意不當行為除外) 或本人／吾等之任何行動或遺漏(不論是否構成一項違反本申請表內所載之任何條文) 而令選定公司蒙受或承擔的所有損失、費用及支出(包括法律費用) 及責任(不論屬任何性質亦然)。

(VI) Notwithstanding anything to the contrary which may be contained in this Application or any other document, this Application is subject to the final approval of the Selected Company (whether with or without further conditions) and the Selected Company shall not be obliged to give any reason for not approving the same. Even if this Application is approved (with or without further conditions), the relevant Selected Company may, in its absolute discretion, at any time and from time to time, without notice to or consent from, and without liability to, me/us or any third party and without giving any reason therefor, decline to provide to me/us the approved services (or any one or more of them).

儘管本申請表或任何其他文件可能另有訂明, 本申請表之最終核准將會由選定公司決定(不論有否附加條件)。同時, 選定公司有權在無須提供理由之情況下拒絕該申請。縱使本申請表獲批准(連同或不連同附加條件), 相關選定公司可以其絕對酌情權, 隨時及不時拒絕向客戶提供已獲批准的服務(或其等任何一項或多項服務) 而無須通知客戶或任何第三方或取得客戶或任何第三方之同意亦無須向客戶或任何第三方承責亦無須給予任何理由。

(VII) In this Application, unless the context specifies otherwise,

“**relevant Selected Company**” means the company(ies) of EBSHK which agree(s) to provide such services, with or without further conditions, as notified to me/us by such company(ies) in writing.

“**EBSHK**” means the group of companies comprising SHKIS, SHKCOM, SHKB, SHKFX and SHK Online (Securities) Limited together with Everbright Sun Hung Kai Company Limited (“EBSHK”) and its subsidiaries and associated companies.

“**subsidiary**” bears the same meaning given to it under the Companies Ordinance (Cap.32, Laws of Hong Kong) (as amended from time to time).

For the purposes of this Application, two companies shall be taken to be associated companies if one is a subsidiary of the other, or both are subsidiaries of a third company, and “**associated company**” shall be construed accordingly.

於本申請表, 除文義另有所指外,

「**相關選定公司**」指, 光大新鴻基旗下一間或多間公司, 而其／其等同意(不論是否連同附加條件) 並以書面通知本人／吾等提供該通知所指的服務。

「**光大新鴻基**」指包括新鴻基投資、新鴻基期貨、新鴻基金業、新鴻基外匯及新鴻基科網(証券)有限公司連同光大新鴻基有限公司及光大新鴻基有限公司的附屬公司及相聯公司的公司集團;

「**附屬公司**」與《公司條例》(香港法例第 32 章)(及其不時修訂本)下所指明的具相同定義。

就本申請表而言, 如兩間公司的其中一間是另一間的附屬公司, 或該兩間公司俱是第三間公司的附屬公司, 則該兩間公司將視為相聯公司, 而「**相聯公司**」一詞亦據此解釋。

(VIII) In this Application, unless the context specifies otherwise, terms in the singular shall include the plural and vice versa. If the Client consists of more than one person, their liability hereunder shall be joint and several. If there is any inconsistency or conflict between the English and Chinese versions of this Application, the English version shall prevail.

在本申請表, 除文義另有所指外, 單數詞語包括眾數詞語, 反之亦然。若客戶包括多於一位人士, 其等於本文以下的責任, 將為共同及個別的。若本申請表之中、英文版本有任何不相同或矛盾之處, 當以英文版本為準。

(IX) I/We confirm that I/we have sought, or have the opportunity to seek, independent legal and if applicable, other professional advices concerning the contents and effect of this Application.

本人／吾等確認: 就本申請表之內容及效力, 本人／吾等已尋求或已有機會尋求獨立的法律及(若適用)其他專業意見。