

# 互联网证券买卖协议附加於现金 / 保证金客户协议 书

作者：小六 来源：网友投稿

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## ECMS帝国之家，为帝国cms加油！

本人 / 吾等乃贵公司证券户口\_\_\_\_\_号（“户口”）之户口持有人，本人 / 吾等之证券客户合约於\_\_\_\_\_签订。本人 / 吾等同意开立一个或多个证券买卖户口，并同意以本人 / 吾等名义或代表本人 / 吾等就证券买卖及相关事宜，通过网上交易服务运作户口，本人 / 吾等同意，户口由贵公司透过贵公司的网上交易服务按照证券客户合约及下列条款及条件（并受其规限）运作：

### 1. 定义及解释

1.1 在本协议中，以下词语具有下列涵义：

“进入密码”指密码及户口号码；

“户口”指本人在贵公司开立的互联网买卖户口，经由网上交易服务运作；

“网上交易服务”指\_\_\_\_\_根据本协议提供的网上买卖服务，包括电子买卖服务，\_\_\_\_\_网址上的任何资料，以及其中的软件；

“电子买卖服务”指本人 / 吾等发出电子指令的设施，以及网上交易服务提供的资讯服务；

“指令”指以电子方式买卖证券的买卖指令或其他处理指令；

“互联网买卖政策”指有关网上交易服务运作的政策（经不时修订）；

“密码”指本人 / 吾等与帐号一并使用的个人密码，据之可进入该服务；

“证券客户合约”指\_\_\_\_\_公司之现金客户协议书或保证金客户协议书；

“\_\_\_\_\_”指\_\_\_\_\_公司；

“帐号”指客户与密码一并使用的个人密码，据之可进入电子买卖服务，以及其他网上交易服务提供的服务；

1.2 单数词语包括众数词语，反之亦然。提到一种性别之处，包括所有性别。“人士”一词，包括商号或独资经营，合伙经营，集团及法人公司，反之亦然。

## 2. 网上交易服务

2.1 本人/吾等了解，电子买卖服务为一半自动设施，让本人/吾等发出电子指令，并接收信息服务。

2.2 本人/吾等同意使用电子买卖服务，必须遵照本协议条款及证券客户合约。本人/吾等使用日後经由网上交易服务提供的其他服务，亦必须遵照本协议条款及客户协议书。

2.3 本人/吾等为户口项下电子买卖服务的唯一获授权使用者。本人/吾等需对进入密码的保密及使用承担责任。本人/吾等承认及同意，本人/吾等需就使用进入密码输进电子买卖服务的所有指令负责，而贵公司，贵公司董事，高级职员或雇员概毋需对本人/吾等，或经由本人/吾等提出申索的任何其他人士（就任何有关处理，错误处理或遗失任何指示）的申索承担责任。

2.4 本人/吾等承认，网上交易服务的所有人权益属贵公司。本人/吾等保证及承诺，本人/吾等不会（亦不会尝试）平扰，修改，拆解，易转，操纵或以其他方式修改（且亦不会尝试未获授权进入）网上交易服务的任何部份。本人/吾等承认，若本人/吾等在任何时候违反是项保证及承诺，或实公司在任何时候合理怀疑本人/吾等违反是项保证及承诺，则贵公司可向本人/吾等采取法律行动。本人/吾等承诺，若本人/吾等知悉任何人士干犯本段上文所述任何行动，则本人/吾等须即时通知贵公司。

2.5 本人/吾等进一步承认及同意，作为使用电子买卖服务发出指令的先决条件，若有下列情况，本人/吾等需即时通知贵公司：

- a. 有关户口的指令已经由电子买卖服务作出，而本人/吾等未收到命令编号；
- b. 有关户口的指令已经由电子买卖服务作出，而本人/吾等未收到对指令或其执行的准确认收（不论经硬本，电子或口头）；
- c. 本人/吾等收到交易指示的认收（不论经硬本，电子或口头），但该等交易指示并非本人/吾等作出，或其他类似的不一致情况；
- d. 本人/吾等知悉户口号码或密码的任何未经授权使用。

2.6 本人/吾等了解，贵公司拟备网上买卖政策，列出网上交易服务运作政策及程序。该政策可经由网址取得，在任何时候均适用。该政策的条款，对本人/吾等对使用网上交易服务具约束力。若本协议条款与网上买卖政策不一致，以本协议条款为准。

2.7 本人/吾等承认\_\_\_\_\_网址若提供报价服务，乃由贵公司不时指定的第三方提供者提供。本人/吾等承认及同意，对本人/吾等在任何方面因报价服务或因本人/吾等依赖该服务而发生或与之有关的任何损失，费用，支出，损害赔偿或申索贵公司概毋须承担责任。

2.8 本人/吾等了解，就提供资讯而言，电子买卖服务只提供由第三方刊发的证券资料。因市场波动及资料传送过程的延误，该等资料可能并非有关证券或投资的实时市场报价。本人/吾等

了解，虽然贵公司相信该等资料可靠，但没有独立基准可兹证实（否定）所提供资料的准确及完整性。本人 / 吾等了解，不应从所提供的任何证券或投资资料而推断贵公司作出任何推荐或认可。

2.9 本人 / 吾等了解，在电子买卖服务中提供的资料，以“现状”及“可提供”基准提供，贵公司并不保证该等资料的时候，顺序，准确性，足够性或完整性。贵公司没有就该等资料作出明示或默示保证（包括但不限于可商售性或就某一用途的适合性而作出的保证）。

2.10 本人 / 吾等接受经由互联网或其他电子方法或设施接受或取得服务以及经由互联网或其他电子设备或设施沟通或进行交易所带来的风险。

### 3. 户口

3.1 本人 / 吾等承认，本人 / 吾等只可经由互联网进入户口，本人 / 吾等承认，若本人 / 吾等在经由互联网接触贵公司时有任何困难，本人 / 吾等需尝试使用其他方法与贵公司沟通，并把所遇困难知会贵公司。

3.2 开户口时，本人 / 吾等需在户口申请表上写明本人 / 吾等就使用该服务而存入首笔按金的款额。该款额可由本人 / 吾等亲自以支票，银行本票存入或以电传存入贵公司的办事处或银行户口。本人 / 吾等承认贵公司收到户口申请表上所载有效款项後，方会把进入密码通知本人 / 吾等。

### 4. 指令——经网上交易服务买卖

4.1 如因故障，通讯设施传送失败，或通讯媒体不可靠或并非贵公司所能控制或预期的一或多项原因，以致在传送，收取或执行指令上有所延误贵公司毋须承担责任。

4.2 本人 / 吾等了解，向传播市场资料的各方提供市场资料的每一参与证券交易所或组织，对其提供的全部资料申张财产权益。本人 / 吾等亦了解，任何方概不保证市场资料或任何其他市场信息的时效，序列，准确或完整性。任何损失或损害，若因下列原因或由其产生，贵公司或任何传播方概毋须承担任何责任：任何该等资料，资讯或信息不准确，错误，延误或遗漏；或该等资料，资讯或信息传送或交付时的任何不准确，错误，延误或遗漏；或任何该等资料，资讯或信息因贵公司或任何传播方的疏忽行为以致无法履行或提供；或任何不可抗力事件；或任何其他非贵公司所能控制或任何传播方所能合理控制的其他原因。本人 / 吾等只会把股票报价用於自身用途，不会因任何原因向任何其他人士或实体提供该等资料。

4.3 本人 / 吾等承认，因无法预料的通讯挤塞及其他原因，互联网是存有内在不可靠性的通讯媒体，而该不可靠性非贵公司所能控制。本人 / 吾等承认，因该不可靠性，在传送及接收指令及其他资料时可能有延误，以致执行指令的延误及 / 或执行指令的价格与发出指令时的价格不同。本人 / 吾等进一步承认及同意，任何通讯均有误解或错误的风险，而该等风险需绝对由本人 / 吾等承担。本人 / 吾等承认及同意，指令一经发出，通常不可取消。

### 5. 境外指令

若本人 / 吾等在香港以外地方向贵公司发出指令，本人 / 吾等同意确保及声明，该等指令严格遵守该等指令发出时所在相关司法辖区的任何适用法律。本人 / 吾等进一步同意，本人 / 吾等有疑

问时会咨询相关司法辖区的法律顾问。本人 / 吾等接受在香港以外地区发出的指令，可能需向相关当局支付税费，本人 / 吾等同意支付该等适用税费。本人 / 吾等同意，按要求弥偿贵公司因本人 / 吾等在香港以外地区发出指令而发生的任何损害，损失，费用，法律程序，要求或申索。

## 6. 风险披露声明

电子交易风险在交易高峰，市场波动，系统升级及维护或其他时间，互联网或其他电子设施的进入可能会受到限制甚至无法进入。通过互联网或其他电子设施进行的交易可能会因不可预测的流量堵塞和其他贵公司无法控制的原因而受到干扰，传输中断，以及传输延误。由於技术上的制约，互联网是一种不完全可靠的通讯媒介。由於这种不可靠性原因，交易指令及其他资讯的传输和接收可能会有延误，而这会导致交易指令在执行上的延误，或者交易执行的价格已不同于指令发出时的市场价格。而且，通信和个人资料可能会被未经授权的第三方取得，且在通信上会存在误解或错误的风险，而这些风险将完全由本人 / 吾等承担。本人 / 吾等确认并同意，交易指令一旦发出通常将不可能取消。

### 签署确认

本人 / 吾等，为下述签署人，兹承认本人 / 吾等已阅读，知悉，及明白本协议之内容并接受其条款及条件。

客户（签字）：\_\_\_\_\_ 客户主任（签字）：\_\_\_\_\_

\_\_\_\_\_年\_\_月\_\_日\_\_\_\_\_年\_\_月\_\_日

见证人（签字）：\_\_\_\_\_

\_\_\_\_\_年\_\_月\_\_日

### 附件

i/we am/are the client holding the securities account(s) with you numbered \_\_\_\_\_ (the "account") and refer to my/our cash/margin client's agreements in respect of the account dated \_\_\_\_\_. i/we agree that the account may be to open one or more securities trading account(s) (the "account") to be operated through internet trade service , in my/our name or on my/our behalf for the purpose of and in connection with the sale and purchase of securities , and i/we agree that the account shall be operated in accordance with and subject to the following terms and conditions in addition to the securities client's agreement:

i/we am/are the client holding the securities account(s) with you numbered \_\_\_\_\_ (the "account") and refer to my/our cash/margin client's agreements in respect of the account dated \_\_\_\_\_. i/we agree that the account may be to open one or more securities trading account(s) (the "account") to be operated through internet trade service , in my/our name or on my/our behalf for the purpose of and in connection with the sale and purchase of securities , and i/we agree that the account shall be operated in accordance with and subject to the following terms and conditions in addition to the securities client's agreement:-

#### 1. definition and construction

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1.1 in this agreement , the following terms shall bear the following meanings:

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" access codes" means together the password and the user name;

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( 2 ) " account" means my internet securities trading account with you operated through the internet trade service;

" account" means my internet securities trading account with you operated through the internet trade service;

"internet trade service" means the on-line securities trading service provided by \_\_\_\_\_ under this agreement comprising the electronic trading service , any information contained in \_\_\_\_\_ web site and the software comprised in them;

( 3 ) "internet trade service" means the on-line securities trading service provided by \_\_\_\_\_ under this agreement comprising the electronic trading service , any information contained in \_\_\_\_\_ web site and the software comprised in them;

( 4 ) "electronic trading service" means the facility which enables me/us to give electronic instructions and to access the information services provided by the internet trade;

"electronic trading service" means the facility which enables me/us to give electronic instructions and to access the information services provided by the internet trade;

"instruction" means any instruction for the buying or selling of or otherwise dealing in any securities;

( 5 ) "instruction" means any instruction for the buying or selling of or otherwise dealing in any securities;

( 6 ) "internet trading policy" means the policy relating to the operation of the internet trade service as amended from time to time;

"internet trading policy" means the policy relating to the operation of the internet trade service as amended from time to time;

"password" means my/our personal password used in conjunction with the user name to gain access to the service;

( 7 ) "password" means my/our personal password used in conjunction with the user name to gain access to the service;

( 8 ) "client's agreement" means \_\_\_\_\_ cash client's agreement or margin client's agreement;

"client's agreement" means \_\_\_\_\_ cash client's agreement or margin client's agreement;

" \_\_\_\_\_ " means \_\_\_\_\_ securities limited;

( 9 ) " \_\_\_\_\_ " means \_\_\_\_\_ securities limited;

( 10 ) "user name" means the client's personal identification used in conjunction with the password to gain access to the electronic trading service and other services offered by phoenix capital.

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1.2 words denoting the singular shall include the plural and vice versa , reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship , partnership , syndicate and corporation and vice versa.

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2. internet trade service

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2.1 i/we understand that the electronic trading service is semi-automated facility which enables me/us to send electronic instructions and receive information services.

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2.2 i/we agree to use the electronic trading service and any additional services offered through the internet trade service only in accordance with the terms of this agreement in addition to the client's agreement.

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2.3 i/we shall be the only authorized user of the electronic trading service under the account.i/we understand and acknowledge that the internet trade service relies on the access codes to authenticate me/us as the authorized user for the account.i/we shall be responsible for the confidentiality and use of the access codes. i/we acknowledge and agree that i/we shall be solely responsible for all instructions entered through the electronic trading service using the access code and neither you nor your directors , officers or employees shall have any liability to me/us , or to any other person whose claim may arise through me/us , for any claims with respect to the handling , mishandling or loss of any instruction.

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2.4 i/we acknowledge that the internet trade 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 trade service. i/we acknowledge that you may take legal action against me/us , if i/we at any time breach this warranty and undertaking or if you at any time reasonably suspect that i/we have breached the same. 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.

2.4 i/we acknowledge that the internet trade 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 trade service. i/we acknowledge that you may take legal action against me/us , if i/we at any time breach this warranty and undertaking or if you at any time reasonably suspect that i/we have breached the same. 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.

2.5 i/we further acknowledge and agree that , as a condition of using the electronic trading service to give instructions , i/we shall immediately notify you if:

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( 1 ) an instruction in respect of the account has been placed through the electronic trading service and i/we have not received an order number;

a. an instruction in respect of the account has been placed through the electronic trading service and i/we have not received an order number;

b. an instruction in respect of the account has been placed through the electronic trading service and i/we have not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy , electronic or verbal means);

( 2 ) an instruction in respect of the account has been placed through the electronic trading service and i/we have not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy , electronic or verbal means);

( 3 ) i/we have received acknowledgement (whether by hard copy , electronic or verbal means) of a transaction which i/we did not instruct or any similar conflict; or

c. i/we have received acknowledgement (whether by hard copy , electronic or verbal means) of a

transaction which i/we did not instruct or any similar conflict; or

d.i/we become aware of any unauthorized use of the user name or password.

2.6 i/we understand that you shall prepare the internet trading policy setting out the operation policy and procedures of the internet trade service applicable at any time which shall be available at the internet trade web site the terms of which shall be binding on me/us in respect of my/our use of the internet trade service. in the event of inconsistencies between the terms of this agreement and the internet trading policy , the terms of this agreement shall prevail.

( 4 ) i/we become aware of any unauthorized use of the user name or password.

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2.7 i/we acknowledge that the price quotation service , if any , for securities , available at the internet trade web site is provided by a third party provider appointed by you from time to time. i/we acknowledge and agree that you shall not be responsible to me/us for any losses , costs , expenses , damages or claims which i/we may suffer as a result of or in connection with any aspect of the quote service including my/our reliance on such service.

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2.8 i/we understand that the electronic trading services may provide , for informational purpose only , data about securities published by third parties. owing to market volatility and possible delay in the data-transmission process , the data may not be real-time market quotes for the relevant securities or investment. i/we understand that whilst you believe such data to be reliable , there is no independent basis for you to verify or contradict the accuracy or completeness of the information provided by third parties. i/we understand that no recommendation or endorsement from you shall be inferred from the data provided with respect to any securities or investment.

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2.9 i/we understand that information provided in the electronic trading services is provided on an "as is" , "as available" basis and you do not guarantee the timeliness , sequence , accuracy , adequacy or completeness of such information. you give no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) with respect to such information.

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2.10 i/we accept the risks of receiving or gaining access to services through and communicating and conducting transactions over the internet or other electronic means or facilities for the purpose of the internet trade service.

### 3. the account

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### 3. the account

3.1 i/we acknowledge that i/we may only access the account through the internet and i/we agree that should i/we experience any problems in reaching you through the internet , i/we shall attempt to use alternative methods to communicate with you and inform you of the difficulty i/we am/are experiencing.

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3.2 when opening the account , i/we shall state in the account application the amount of my/our initial deposit of funds in the account for the use with the internet trade service. such amount shall be paid to your offices or bank account either by cheque , bankers draft or telegraphic transfer. i/we acknowledge that the access codes shall not be notified to me/us until cleared funds in the amount stated on the account application have been received by you.

### 4. instructions- dealings through the internet trade service

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### 4. instructions- dealings through the internet trade service

4.1 you shall not be responsible for delays in the transmission , receipt or execution of instructions due to either transmission of communication facilities , or unreliable medium of communication or to any other cause or causes beyond your control or anticipation.

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4.2 i/we understand that each participating securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. i/we also understand that no party guarantees the timeliness , sequence , accuracy or completeness of market data or any other market information. neither you nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy , error or delay in or omission from any such data , information or message , or the transmission or delivery of the same , non-performance or interruption of any such data , message or information due to any negligent act of you or any disseminating party , or to any force majeure event , or any other cause beyond your control or the reasonable control of any disseminating party. i/we shall use stock quotation for my/our inpidual use only and shall not furnish such data to any other person or entity for any reason.

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4.3 i/we acknowledge that the internet is , due to unpredictable traffic congestion and other reasons , an inherently unreliable medium of communication and that such unreliability is beyond your control. i/we acknowledge that , as a result of such unreliability , there may be delays in the transmission and receipt of instructions and other information and that this may result in delays in the execution of instructions and/or the execution of instructions at prices different from those prevailing at the time the instructions were given. i/we further acknowledge and agree that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. i/we acknowledge and agree that instruction may not be cancelled after it has been given.

## 5. instructions outside hong kong

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#### 5. instructions outside hong kong

if i/we give any instruction to you outside hong kong , i/we agree to ensure and represent that such instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which my instruction is given , and i/we further agree that i/we shall , when in doubt , consult legal advisers and other professionals of the relevant jurisdiction. i/we accept that there may be taxes or charges payable to relevant authorities in respect to any instruction given outside hong kong , and i/we agree to pay such taxes or charges as possible.

#### 6. risk disclosure statement

if i/we give any instruction to you outside hong kong , i/we agree to ensure and represent that such instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which my instruction is given , and i/we further agree that i/we shall , when in doubt , consult legal advisers and other professionals of the relevant jurisdiction. i/we accept that there may be taxes or charges payable to relevant authorities in respect to any instruction given outside hong kong , and i/we agree to pay such taxes or charges as possible.

#### 6. risk disclosure statement

risk of electronic trading. access to the internet or other electronic devices may be limited or unavailable during periods of peak demand , market volatility , systems upgrades or maintenance or for other reasons. transactions conducted through the internet or other electronic devices may be subject to interruption , transmission blackout , and delayed transmission due to unpredictable traffic congestion and other reasons beyond your control. internet is , due to technical limitation , an inherently unreliable medium if communication. as a result of such unreliability , there may be delays in the transmission and receipt of instructions and other information and that this may result in delays in the execution of instructions and/or the execution of instructions at prices different from those prevailing prices at the time the instructions are given. moreover , communications and personal data may be accessed by authorized third parties; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. i/we acknowledge and agree that it shall not usually be possible to cancel an instruction after it has been given.

#### acknowledgement

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acknowledgement

i/we , the undersigned , hereby acknowledge that i/we have read , is/are aware of and understand the contents of the client's agreement and accept its terms and conditions thereof.

date:\_\_\_\_\_.

i/we , the undersigned , hereby acknowledge that i/we have read , is/are aware of and understand the contents of the client's agreement and accept its terms and conditions thereof.

client(signature):\_\_\_\_\_account executive(signature):\_\_\_\_\_

print name of client:\_\_\_\_\_

date:\_\_\_\_\_ date:\_\_\_\_\_

signed by account executive:\_\_\_\_\_

witness(signature):\_\_\_\_\_

print name of witness:\_\_\_\_\_

date:\_\_\_\_\_

药品质量保证协议

易货交易委托代理协议

短期研究、实习协议书

实习学生劳动协议书

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