



DIFFER FINANCIAL AND SECURITIES LIMITED
鼎豐金融證券有限公司

Letter of Indemnity

For accepting Instructions sent by Telephone, Facsimile and/or any other form of Electronic communication

To: **Differ Financial and Securities Limited** (“DFSL”)

Account No(s): _____ Account Name: _____

In consideration of DFSL’s agreeing to accept from me/us from time to time instructions or any other communication (“Instructions”) purporting to come from me/us by telephone, facsimile or other electronic communication means not containing an original signature for the operation of the captioned Account(s) without requiring written confirmation of any Instruction bearing an actual signature prior to acting thereon, I/we confirm that:

1. I/We am/are aware of the possible risks involved in connection with the giving of any Instruction and have taken note of, and acknowledge my/our understanding and agreement to, the “Important Notice” appended below.
2. DFSL are here by irrevocably and unconditionally authorized to act on any Instruction which DFSL in DFSL’s sole discretion believe emanate from me/us and DFSL shall not be liable for acting in good faith on Instructions which emanate from unauthorized individuals, or in any circumstances whatsoever.
3. In particular, DFSL shall not be under any duty to verify the identity of the person or persons giving any Instruction purportedly made on my/our behalf or the authenticity of any signature on any Instructions.
4. Any transaction made or service effected pursuant to any instruction shall be binding upon me/us whether made with or without my/our authority, knowledge or consent.
5. I/We undertake to keep DFSL indemnified at all times against, and to save DFSL harmless from all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against DFSL or suffered or incurred by DFSL and which shall have arisen either directly or indirectly out of or in connection with DFSL’s accepting Instructions from me/us and action thereon, whether or not the same are confirmed in writing by me/us.

Signature of Client/Authorised Signatories of Client

Name(s): _____

Date: _____

Important Notice

Clients should consider the possible risks inherent in the giving of instructions by telephone, facsimile and/or any other form of electronic communication. Non-original signatures on facsimiles or any other form of electronic communication may be forged and instructions given by facsimile or any other form of electronic communication may be transmitted to wrong numbers, may never reach DFSL and there by become known to third parties thus losing their confidential nature. The source of communication cannot be ascertained and miscommunication may occur. The genuine source of electronic communication cannot be verified by DFSL and forgery can easily occur if a third party has access to a client’s computer system. DFSL accept no responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage or cost arising or incurred by clients as a result of or in connection with any such circumstances or the giving of any such instructions by facsimile or any other form of electronic communication. Clients are and continue to be solely responsible for making their own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions. Accordingly, clients should not authorize DFSL to accept instructions by any such means unless they are prepared to undertake such risks and have satisfied themselves in all respects with regard to such authorization.



DIFFER FINANCIAL AND SECURITIES LIMITED
鼎豐金融證券有限公司

電子通訊責任聲明

適用於透過電話、傳真及/或任何其他電子通訊發出之指示

至： 鼎豐金融證券有限公司(下稱「鼎豐金融證券」)

帳戶號碼： _____ 帳戶名稱： _____

鑒於鼎豐金融證券同意接受本人/吾等不時經由電話、傳真或其他電子通訊聲稱發自本人/吾等但不包含本人/吾等簽署之指示正本或任何其他通訊方式(下稱「此等指示」)以操作上述帳戶，並執行此等指示而未有事先要求所簽署之文件正本作書面確認，本人/吾等確認：

1. 本人/吾等知悉發出此等指示所涉及之風險，並已注意及承認本人/吾等明白和同意附於以下之「重要通告」。
2. 鼎豐金融證券獲本人/吾等特此不可撤銷地和無條件下授權，以鼎豐金融證券全酌情權決定執行相信是發自本人/吾等之此等指示，及鼎豐金融證券若真誠地執行此等指示但此等指示實則源自未被授權人士，或於任何情況下，鼎豐金融證券均毋須負上任何責任。
3. 鼎豐金融證券沒有責任核實聲稱代表本人/吾等發出此等指示的人士之身份或此等指示上的簽名之真偽。
4. 無論此等指示是否經本人/吾等授權、得悉或同意，任何根據此等指示而進行的交易或提供的服務均對本人/吾等具有法律約束力。
5. 無論此等指示是否經本人/吾等書面確認，本人/吾等承諾於任何時間彌償鼎豐金融證券及使之獲得彌償就鼎豐金融證券可能因接受及執行此等指示而直接或間接蒙受或承擔或招致之所有訴訟、法律程序、索償、損失、損害、成本及費用。

客戶簽署/客戶之被授權人士簽署

姓名： _____

日期： _____

重要通告

客戶須考慮經由傳真及/或任何其他電子通訊發出指示之潛在風險。電話、傳真及/或任何其他電訊上之非正本簽署可能會假冒，而經由傳真及/或任何其他電訊發出之指示可能會傳送至錯誤號碼，亦可能永不送達予鼎豐金融證券，令第三者得悉而失去其保密性。通訊之來源無法被確定，及可發生傳遞錯誤。我們不能夠核實電子通訊的真正來源，若第三者能進入客戶之電腦系統，便可以輕易偽造指示。鼎豐金融證券將不承擔任何責任。若有該等情況發生，或客戶因任何該等情況或因經由傳真及/或任何其他電子通訊發出此等指示，而引致或招致任何訴訟、法律程序、索償、損失、損害或成本，客戶須自行評估及判斷發出此等指示之潛在風險。因此，除非客戶決定承擔該等風險及滿意該等授權之各個方面，否則客戶不應授權鼎豐金融證券接受此等方式發出之指示。