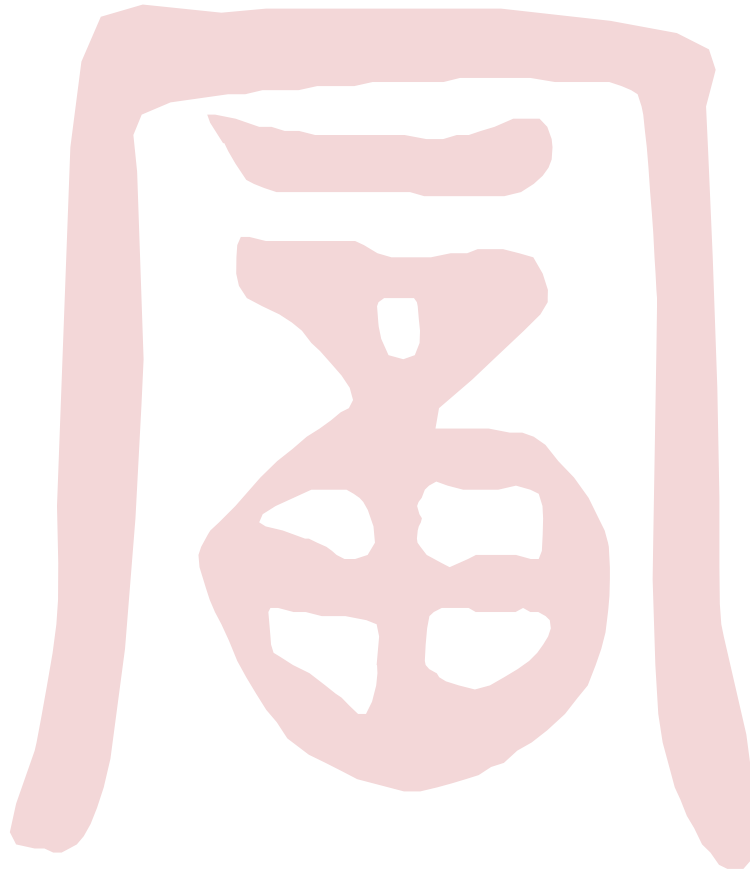




富昌期貨
FULBRIGHT FUTURES



FUTURES CLIENT'S AGREEMENT
期貨客戶協議書

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(CE Number : AME963)

FUTURES CLIENT'S AGREEMENT

期貨客戶協議書

THIS AGREEMENT is made the date stated in the Client Account Opening Execution Form:
本協議由以下雙方於客戶開戶執行表格所列之日期簽署：

BETWEEN

- (1) Fulbright Futures Limited, a company incorporated in Hong Kong with its registered office and business address at 9/F, Tower III of Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong and a licensed corporation [CE No. AME963] for Type 2 regulated activity (dealing in futures contracts) and Type 5 regulated activity (advising on futures contract) under the Securities and Futures Ordinance and an exchange participant (Futures Commission Merchant) of The Hong Kong Futures Exchange Limited ("the Company"); and
富昌期貨有限公司("本公司"), 為一間在香港註冊成立的公司, 其註冊及營業地址為香港九龍九龍灣常悅道9號企業廣場一期三座9樓, 並為根據《證券及期貨條例》就第二類受規管活動(期貨合約交易)及第五類受規管活動(就期貨合約提供意見)獲發牌的持牌法團(中央編號: AME963), 及香港期貨交易所有限公司參與者(期貨交易商); 及
- (2) The party whose name, address and details are set out in the Account Opening Form ("the Client").
當事方("客戶"), 其名稱、地址和相關資料列於開戶表格中。

In consideration of the Company's agreeing to allow the Client to open one or more accounts with the Company and to provide services to the Client in connection with commodities trading and purchase and sale of commodities futures and options contracts, the Client agrees that all Transactions executed by the Company for any Account shall be subject to, and the Client shall be bound by, the Company's standard terms and conditions set out below as the same may be amended from time to time and notified to the Client.

基於本公司同意讓客戶在本公司開立一個或多個帳戶, 以及向客戶提供與商品交易、商品期貨及期權合約買賣有關的服務。客戶同意, 本公司為任何帳戶執行的所有交易均受下文所載經不時修訂並通知客戶的本公司標準條款及細則限制, 而客戶亦受有關標準條款及細則約束。

1. Definitions and interpretations 釋義與詮釋

- 1.1 In this Agreement, unless the context otherwise requires, the following words and phrases shall bear the following meanings:

在本協議中, 除非文意另有所指, 否則以下文字及語句應具以下涵義:

"Account" means any account opened or to be opened and maintained in the name of the Client with the Company pursuant to this Agreement;

「帳戶」指根據本協議的規定, 任何以客戶名義在本公司開立或開立並維持的帳戶;

"Agreement" means this agreement together with the Account Opening Form, the Risk Disclosure and Disclaimer Statements (as may from time to time be amended in writing and notified to the Client);

「本協議」指本協議(並同客戶資料表格)及風險披露及免責聲明(經不時書面修訂並已通知客戶);

"Approved Debt Securities" means Exchange Fund Bills or Notes issued by the Hong Kong Government for the account of the Exchange Fund, Treasury Bills or Notes issued by the U.S. Government (other than U.S. Treasury Callable Corpus (TCAL) and Separate Trading of

Registered Interest and Principal of Securities (STRIPS)) and such other debt securities or instruments as may from time to time be approved by HKFE as a form of cover for margin;
「核准債務證券」指香港政府代表外匯基金發行的外匯基金票據或債券，美國政府發行的國庫票據或債券（不包括美國通知贖回本金國庫券(TCAL)及註冊證券利息及本金分開交易(STRIPS)）及期交所不時核准作為保證金的其他債務證券或票據；

"Approved Securities" means TraHK Units and such other securities as may from time to time be approved by the Exchange as a form of cover for margin;
「核准證券」指盈富基金單位及交易所不時核准作為保證金的其他證券；

"Asset" means cash, currencies, securities, investments, deposits or financial instruments (including futures or options contracts) constituting good delivery traded on an Exchange;
「資產」指現金、貨幣、證券、投資、存款或可用作完好交付並於交易所買賣的金融工具（包括期貨及期權合約）；

"Associate" means in relation to the Company, any company that is the Company's subsidiary or holding company or a subsidiary of the Company's holding company and "Associates" shall be construed accordingly;
「聯繫人」就本公司而言，指本公司的任何附屬公司或控股公司，或本公司的控股公司的任何附屬公司，而「聯繫人」一詞，應按此詮釋；

"Authorized Financial Institution" means an authorized institution as defined under Section 2(1) of the Banking Ordinance (Cap.155 of the Laws of Hong Kong);
「認可金融機構」指香港法例第 155 章銀行業條例第 2(1)條所指的認可機構；

"Authorized Person" means the person or any of the persons whose names and other particulars are set out in the Declaration as to Persons Authorized to Give Instructions accompanying this Agreement who is/are designated by the Client as having authority to operate and to issue instructions in relation to an Account or such person or persons who purport(s) to be the lawful attorney(s) of the Client with authority to operate and give instructions in relation to an Account on behalf of the Client provided that the Company shall be entitled to rely on any power of attorney produced by the Authorized Person which purports to be made by the Client and shall not be required to check the authenticity of the Client's signature on the power of attorney nor to enquire as to the validity of such power of attorney or whether the Authorized Person's authority thereunder has been altered or revoked by the Client;

「認可人士」指本協議隨附的申報書所載獲認可發出通知人士的部分列載其姓名及其他資料並獲客戶指定有權代表客戶運作任何帳戶及發出該帳戶有關的指示的人士，或聲稱為客戶的合法受權人並有權運作任何帳戶及發出該帳戶有關指示的人士，惟本公司有權倚賴任何由認可人士提交並聲稱由客戶訂立的授權書，毋須查核有關授權書的客戶簽署是否真確，亦毋須查究有關授權書是否有效，或客戶有否改動或撤銷該授權書的認可人士授權；

"Beneficial Identity of a Client" means the ultimate beneficiary of a Client account or, in the case of a company or body corporate, the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate and includes a beneficiary holding an interest through a nominee or trust;

「客戶之受益身分」指任何客戶帳戶的最終受益人，或（如屬公司或法人團體的客戶）屬於該公司或法人團體的股本最終實益擁有人的個人，包括通過代名人或信託持有權益的受益人；

"The Company" means Fulbright Futures Limited;
「本公司」指富昌期貨有限公司；

"FSL" means Fulbright Securities Limited.

“富昌證券”指富昌證券有限公司。

“FFL” means Fulbright Securities Limited.

“富昌期貨”指富昌期貨有限公司。

“The Group”, “Fulbright Group”, “Fulbright Group Companies”, “Fulbright Financial Group” or “Fulbright Finance Group Holding” including but not limited to all subsidiaries and affiliates of “Fulbright Securities Limited” and “Fulbright Futures Limited” and/or all subsidiaries and affiliates of the parent companies. “Fulbright Group Company” means any one of them.

“本集團”、“富昌集團”、“各富昌集團公司”、“富昌金融集團”或“富昌金融集團控股”包括但不限於“富昌證券有限公司”及“富昌期貨有限公司”之子公司及關聯公司及／或其母公司轄下之所有子公司及關聯公司。而“富昌集團公司”則指他們任何之一。

"Business day" means a day (other than a Saturday or public holiday) on which licensed banks in Hong Kong are generally open for business;

「營業日」指香港的持牌銀行一般公開營業的日子（不包括星期六或公眾假期）；

"Charged Securities" means such securities, investments and financial instruments (including the benefit of any foreign exchange contracts, commodities contracts or futures contracts or options contracts) or any other property whatsoever from time to time approved by HKFE which the Client may, with the agreement of the Company, deposit with the Company to secure the performance of the Client's obligations under this Agreement and/or under any Contracts and/or Client Contracts;

「押記證券」指客戶在獲得本公司同意後可存放於本公司並獲期交所不時批准的證券、投資及金融工具（包括任何外匯合約、商品合約、期貨合約或期權合約的利益）或任何其他財產，作為履行本協議及／或任何合約及／或客戶合約所規定客戶義務；

"Clearing House" means in relation to HKFE, HKCC and, in relation to any other Exchange, any clearing house providing clearing services for such Exchange;

「結算所」指（就期交所而言）期貨結算及（就任何其他交易所而言）任何為有關交易所提供結算服務的結算所；

"Clearing House Margin" means the amount of cash and non-cash collaterals required by way of margin and/or variation adjustment (howsoever described) under the rules and regulations of the relevant Exchange, and/or Clearing House to be taken by the Company from the Client together with all sums of margin and/or variation adjustment (howsoever described) for which the Company must account to the relevant Clearing House;

「結算所保證金」指有關交易所及／或結算所的規則及規例規定本公司向客戶收取作為保證金及／或變價調整（不論其名目）的現金款項或非現金抵押品，以及本公司必須向有關結算所呈報的所有保證金及／或變價調整（不論其名目）款項；

"Client" means the undersigned, being the person with whom the Company has entered into this Agreement and such person's successors in title and (if appropriate) legal representatives and shall include each Authorised Person (as the context may permit or require);

「客戶」指下列簽署人，即與本公司訂立本協議的人士，以及有關人士的所有權承繼人及（如適用）合法代表，並應包括每名認可人士（如文意許可或有所指）；

"Client Contract" means a futures contract or options contract between the Company and the Client which is matched by a Contract and identical in its terms except as to price and parties;

「客戶合約」指本公司與客戶訂立並有條款完全相同（僅有價格及訂約方不同）的合約對盤的期貨合約或期權合約；

"Client Information Statement" means the information statement attached to this Agreement which contains particulars of the Client as supplied by the Client;

「客戶資料陳述書」指本協議隨附並載述客戶提供的客戶資料的資料陳述書；

"Client Money Rules" means the Securities and Futures (Client Money) Rules (Cap.571I of the Laws of Hong Kong);

「客戶款項規則」指香港法例第 571I 章證券及期貨（客戶款項）規則；

"Client Securities Rules" means the Securities and Futures (Client Securities) Rules (Cap. 571H of the Laws of Hong Kong);

「客戶證券規則」指香港法例第 571H 章證券及期貨（客戶證券）規則；

"Close out" means the entering into of a Contract equal and opposite to a Contract previously entered into (and each matching a Client Contract) so as to create a level position in relation to the Assets underlying the Contracts, or in relation to the Contracts themselves and fix the amount of profit or loss arising from such Contracts (and with respect to the corresponding Client Contract); and the terms "closed out" and "closing out" shall be construed accordingly;

「平倉」指訂立與先前所訂合約相等及相反的合約（每份合約均與某份客戶合約對盤），藉此為各合約的基礎資產或各合約本身訂定同一水平的持倉，從而釐定有關合約（及相應客戶合約）產生的利潤或損失款項；而「平倉」一詞，應按此詮釋；

"Code" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;

「準則」指證券及期貨事務監察委員會持牌人或註冊人操守準則；

"Compensation Fund" means the Investor Compensation Fund established pursuant to Section 236 of the SFO;

「賠償資金」指根據證券及期貨條例（香港法例第 571 章）第 236 條設立的投資者賠償基金；

"Commodity Futures" means any futures or options contract that is traded on HKFE or any other Foreign Futures Exchanges, or futures or options contract on any other instrument agreed between the parties. Commodities include, without limitation, currencies, securities, indices of any kind (whether stock market or otherwise), interest rates, exchange rates, physical assets (including precious metals, agricultural produce and oil) or other investments traded, or rights or options in relation to which are traded;

「商品期貨」指於香港期交所或任何其他外地期貨交易所買賣之期貨合約或期權合約，或由雙方協議之其他工具之期貨合約或期權合約。商品可包括而不限於貨幣，證券，任何種類指數（無論是否與股票市場有關），利率，匯率，實物資產（包括貴金屬，農產品及石油）或其他投資買賣，或其有關權利或期權的買賣；

"Contract" means a futures contract or options contract entered into through a Dealer;

「合約」指通過交易商訂立的期貨合約或期權合約；

"Correspondent Agent" means anyone (including the incorporated body) who acts as the Company's agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of HKFE or HKCC and/or the member of Foreign Futures Exchange and foreign clearing house;

「業務代理」指代表本公司在香港或其他地方進行的交易或結算的代理人，包括交易所或結算所的任何成員；

"Dealer" means such member of an Exchange and/or Clearing House being either the Company or such other member of an Exchange and/or Clearing House as is instructed by the Company to enter into futures contracts or options contracts on an Exchange, and/or clear the same;

「交易商」指交易所及／或結算所的會員，即本公司或獲本公司指示在交易所訂立期貨合約或期權合約或進行有關合約結算的該交易所及／或結算所的會員；

"Exchange" means HKFE and any other exchange, market or association of dealers in any part of the world on which Assets are bought and sold;

「交易所」指期交所及世界各地任何其他地方進行資產買賣的交易所，市場或交易商組織；

"Exchange Contract" means a futures contract or options contract approved by the SFC and HKFE for trading on a market or as the context may require a futures contract or options contract which has been executed in accordance with the Rules;

「交易所合約」指證監會及期交所核准於某一市場買賣的期貨合約或期權合約，或（如文意有此所指）按照各規則簽訂的期貨合約或期權合約；

"Floating Trading Loss" means the depreciation in value of the Asset occurring from time to time as a result of market fluctuation;

「浮動交易損失」指由於市場波動，資產不時產生的價值下降；

"Foreign Futures Exchange" means any futures or commodities market which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory;

「外地期貨交易所」指香港以外國家或地區之法例容許，在該等國家或地區經營之任何期貨或商品市場；

"Foreign Transactions" means any transaction related to Commodity Futures to be executed on Foreign Futures Exchanges or over-the-counter transactions at the foreign market;

「外地交易」指於外地期貨交易所進行與商品期貨有關之任何交易；

"Futures Contract" means a contract executed on any Exchange, the effect of which is that:

「期貨合約」指於任何交易所簽訂的合約，作用如下：

(a) one party agrees to deliver to the other party at an agreed future time an agreed Asset or an agreed quantity of an Asset at an agreed price; or

一方同意於議定的未來時間，按議定價格將議定資產或議定數額的資產交付另一方；或

(b) the parties will make an adjustment between them at an agreed future time according to whether at that time the agreed Asset is worth more or less or an index or other factor, as the case may be, stands higher or lower at that time than a value or level agreed at the time of making the contract, the difference being determined in accordance with the rules of the Exchange in which that contract is made.

各方將會於議定的未來時間進行調整，不論當時議定的資產價值或指數或其他因素（視乎情況而定）高於或低於訂定合約之時議定的價值或水平，而有關差額將按照訂立有關合約的有關交易所的規則釐定。

"HKCC" means HKFE Clearing Corporation Limited;

「期貨結算」指香港期貨結算有限公司；

"HKFE" means the Hong Kong Futures Exchange Limited;

「期交所」指香港期貨交易所有限公司；

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

「香港」指中華人民共和國香港特別行政區；

"Margin" means the amount of cash and/or non-cash collaterals as may from time to time be demanded by the Company from the Client for the purpose of protecting the Company against any loss (including Floating Trading Loss) or risk of loss (including risk of Floating Trading Loss) on present, future or contemplated Contracts and/or Client Contracts and not being less than the relevant Clearing House Margin;

「保證金」指本公司不時向客戶要求而金額不少於有關結算所保證金的現金及／或非現金抵押品，藉以保障本公司免除因現有，未來或預期訂金的合約及／或客戶合約而蒙受損失（包括浮動交易損失）或承受損失風險（包括產生浮動交易損失的風險）；

"Open Contract" means a Client Contract or Contract which has not been closed out;

「未平倉合約」指尚未平倉的客戶合約或合約；

"Options contract" means a contract executed between one party ("first party") and another party ("second party") on any Exchange under which:

「期權合約」指任何一方（「第一方」）與另一方（「第二方」）於任何交易所簽訂的合約，據此：

(a) the first party grants the second party the right, but not the obligation, to buy an agreed Asset, or quantity of an Asset, from the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the Second party exercises his right to buy:

第一方將權利（並非義務）授予第二方，可於議定的未來日期或之前或[議定的未來日期]（視乎情況而定），按議定價格向第一方買入議定資產或議定數額的資產；若第二方行使其購買權利：

(i) the first party is obliged to deliver the Asset at the agreed price; or
第一方有責任按議定價格交付有關資產；或

(ii) the second party receives a payment referable to the amount (if any) by which the Asset is worth more than the agreed price, such payment being determined in accordance with the rules of the Exchange in which the contract is made; or
第二方將會收取資產價值高於議定價格的款項（如有），有關款額將按照訂立合約的有關交易所的規則釐定；或

(b) the first party grants to the second party the right, but not the obligation, to sell an Asset, or quantity of an Asset, to the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to sell:

第一方將權利（並非義務）授予第二方，可於議定的未來日期或議定的未來日期之前（視乎情況而定），按議定價格向第一方出售議定資產或議定數額的資產；若第二方行使其出售權利：

(i) the first party is obliged to take delivery of the Asset at the agreed price; or
第一方有責任按議定價格收取所支付的資產；或

(ii) the second party receives a payment referable to the amount (if any) by which the agreed price is worth more than the Asset, such payment being determined in accordance with the rules of the Exchange in which the contract is made.
第二方將會收取議定價格高於資產價值的款項（如有），有關款額將按照訂立合約的有關交易所的規則釐定。

"SFO" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any subsidiary legislations made thereunder as the same may from time to time be amended or re-enacted;

「證券及期貨條例」指香港法例第 571 章證券及期貨條例及任何據其訂立的附屬法例（均經 不時修訂或重新制訂）；

"Risk Disclosure Statements" means the statements of the risks involved in trading futures contracts and options contracts in the form prescribed under the Code;

「風險披露聲明」指按該準則訂明的格式所作出涉及期貨合約及期權合約交易的風險聲明；

"Rules" means the rules, regulations and procedures of HKFE as may be in force from time to time;

「各規則」指不時有效的期交所規則、規例及程序；

"Segregated Bank Account" means a current or deposit account, established and maintained with an Authorised Financial Institution or with an organization approved by the SFC pursuant to the Client Money Rules, in the name of the Company and in the title of which the word "client", "segregated", "non-house" or such other similar word or phrase appears;

「獨立銀行帳戶」指根據客戶款項規則，以本公司名義在認可金融機構或證監會核准的組織開立或維持的往來或存款帳戶，帳戶中應含有「客戶」、「獨立」、「非所方」或其他類似語句；

"Segregated Debt Securities Account" means a debt securities account established and maintained with a recognized dealer registered with the Hong Kong Monetary Authority (in the case of Exchange Fund Bills or Notes) or any bank, depository or institution approved by the Clearing House from time to time (in the case of other Approved Debt Securities) in the name of the Company and in the title of which the word "client", "segregated", "non-house" or such other similar word or phrase appears;

「獨立債務證券帳戶」指以本公司名義（如屬於外匯基金票據或債券）在香港金融管理局註冊之認可交易商或（如屬其他核准債務證券）經結算所不時核准的任何銀行、存管處或機構所設立或維持的債務證券帳戶，帳戶名稱中應含有「客戶」、「獨立」、「非公司」或其他類似語句；

"Segregated Securities Account" means a securities account established and maintained with a registered participant of the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited or any other depository, institution or clearing house approved by the Clearing House from time to time (in the case of Approved Securities) in the name of the Company and in the title of which the word "client", "segregated", "non-house" or such other similar word or phrase appears;

「獨立證券帳戶」指以本公司名義在香港中央結算有限公司所營運中央結算及交收系統的註冊參與者或（如屬核准債務證券）經結算所不時核准的任何其他存管處、機構或結算所所設立或維持的證券帳戶，帳戶名稱中應含有「客戶」、「獨立」、「非所方」或其他類似語句；

"SFC" means the Securities and Futures Commission of Hong Kong;

「證監會」指香港證券及期貨事務監察委員會；

"Taxation" means taxes, duties, imposts and fixed charges of any nature, whether of Hong Kong or elsewhere in the world;

「稅項」指香港或世界各地的各類稅項、稅款、徵稅及定額收費；

"Transaction" means the entering into of a Client Contract or Contract, closing out or effecting delivery and/or settlement of a Client Contract or Contract (which term shall include exercise or allocation of an Options Contract) in connection with this Agreement.

「交易」指基於本協議而訂立的客戶合約或合約，將客戶合約或合約平倉、進行交付及／或交收（此用語包括期權合約的行使及分配）。

“Electronic Signature” is defined in section 2(1) of the Electronic Transactions Ordinance to mean any letters, characters, numbers or other symbols in digital form attached to or logically associated with an electronic record and executed or adopted for the purpose of authenticating or approving the electronic record.

“電子簽署”在《電子交易條例》第2(1)條的定義為與電子紀錄相連的或在邏輯上相聯的數碼形式的任何字母、字樣、數目字或其他符號，而該等字母、字樣、數目字或其他符號是為認證或承認該紀錄的目的而簽立或採用的。

1.2 In this Agreement:

在本協議中：

- (a) references to Clauses and Sub-Clauses, unless otherwise stated, are Clauses and Sub-Clauses of this Agreement;
凡提述條款及分條時，除非另行說明，否則應指本協議的條款及分條；
- (b) reference to a statute or statutory provision includes a reference to it as amended, extended or reenacted from time to time;
凡提述法規或法定條文、應包括經不時修訂、延展或重新制定的法規或法定條文；
- (c) words importing the singular shall include the plural and vice versa;
凡屬於單數的文字，其涵義包含複數，反之亦然；
- (d) words denoting one gender shall include all other genders;
凡表示一種性別的文字，其涵義包含所有其他性別；
- (e) the expression "person" shall include any firm, partnership, association of persons and body corporate and any such persons acting jointly and the personal representatives or successors in title of any such person;
「人士」一詞，包括任何商號、合夥、組織及法人團體，任何共同行事的有關人士，以及任何有關人士的遺產代理人或所有權承繼人；
- (f) where the Client comprises two or more persons, the liabilities and obligations hereunder shall be joint and several;
凡屬於兩人或多於兩人組成的客戶、本協議規定的責任及義務、均為共同及個別責任及義務；
- (g) references to "writing" shall include mail, telex, cable, electronic mail and facsimile transmission; and
凡提述「書面」時，應包括郵件、電傳、電報、電子郵件及傳真；及
- (h) headings are for convenience only and shall be ignored in construing this Agreement.
標題只為方便而設，而於詮釋本協議時，可以不理會有關標題。

2. Scope of Terms and Conditions

條款及條件之適用範圍

- 2.1 This Agreement shall apply to all Contracts which are effected or to be effected by the Company on behalf of the Client on HKFE or any Foreign Futures Exchanges and shall be deemed to be incorporated in each Contract, whether oral or written, entered into between the Company and the Client. Any other terms and conditions proposed or referred to by the Client in writing or otherwise (whether express, implied or imported by custom

or course of dealing), or upon which the Company and the Client may previously have entered into Contracts, are hereby excluded.

本協議適用於本公司代表客戶於香港期貨交易所或任何外地期貨交易所簽立或將簽立之一切合約，並視為收納於（不論是口頭或書面）本公司與客戶之間所訂立之每份合約內，客戶以書面或其他方式（不論是明示、暗示或按慣例或於交易過程表明）建議或提述之任何其他條款及條件，或本公司與客戶先前已據此訂立合約，均不包括於此適用範圍內。

2.2 All Contracts made on HKFE and all transactions between the Company and the Client shall be binding on the parties and shall be subject to, and in accordance with, the procedures of HKFE, the provisions of the Memorandum and Articles of Association of HKFE and the Rules. 於香港期交所訂立之所有合約及本公司與客戶之間之所有交易，均對雙方具約束力，並須依據香港期交所之程序、香港期交所之條文以及規則履行並受其規限。

2.3 Foreign Transactions shall be subject to the rules of the relevant markets or Foreign Futures Exchanges. The Client may have varying levels and types of protection in relation to transactions on different markets and exchanges. 外地交易須受有關市場或外地期貨交易所之規則所規限，客戶於不同市場及交易所之交易可獲得不同程度和類別之保障。

3. The Company as agent

本公司出任代理人

3.1 Except as specified in this Agreement or as otherwise disclosed by the Company to the Client in writing, the Company shall act as an agent for the Client. 除本協議規定或本公司向客戶書面披露者外，否則本公司將出任客戶的代理人。

3.2 The Client authorizes the Company to effect Transactions for the Account in accordance with the Client's oral or written instructions. 客戶授權本公司按照客戶的口頭或書面指示就該賬戶進行交易。

3.3 If the Client is acting on behalf of any other person when instructing the Company pursuant to this Agreement, the Company will continue to treat the Client alone (rather than any such other person) as its Client for all purposes and in relation to all obligations, and the Client will be liable as such. This applies even if the Client is acting on behalf of a person whom the Client has notified to the Company and no such person will be an "indirect customer".

若客戶以任何其他人士的代表身份依劇本協議向本公司發出指示，則就各種情況及一切義務而言，本公司只會視客戶（而非任何有關人士）為本公司的客戶，而客戶須以本公司的客戶身分承擔有關責任，即使客戶已將其代表任何人士之事宜通知本公司亦然，而有關人士概不被視作「間接客戶」處理。

3.4 The Company shall have no responsibility for compliance by the Client with any law or regulation governing the Client's conduct as a fiduciary, if applicable.

對於客戶遵行任何與客戶以受信人身份所作出行為有關的法例及規例事宜（如適用），本公司概不承擔責任。

3.5 For the avoidance of doubt, in relation to Foreign Transactions, the Company will be maintaining an omnibus account with the Correspondent Agents.

為免生疑問，有關外地交易，本公司將與業務代理設立綜合帳戶。

4. Compliance with laws, rules or Exchanges etc.

遵行法例、規則或交易所等

4.1 All Client Contracts and all Transactions shall be subject to this Agreement and, in respect of those Exchanges and/or Clearing House of which the Company is a member/participant, the constitution, rules, regulations, bye-laws, customs and usages of the relevant Exchange and/or Clearing House (and, in particular, as regards Transactions effected on HKFE, the Rules) and all applicable laws, rules, regulations, bye-laws, custom and usages which the Client and/or the Company is/are subject to and so that:

所有客戶合約及交易，均須遵行本協議的規定及（就本公司是其會員／參與者的交易所及／或結算所而言）有關交易所及／或結算所的章程、規則、規例、附例、慣例及習慣（及就期交所進行的交易而言，尤其是各規則），以及客戶及／或本公司須遵行的所有適用法例、規則、規例、附例、慣例及習慣，藉此：

(a) in the event of any conflict between (i) this Agreement and (ii) any such applicable laws, constitution, rules, regulations, bye-laws, customs and usages, the latter shall prevail;

若(i)本協議與(ii)任何有關適用法例、章程、規則、規例、附例、慣例及習慣之間有任何抵觸，則以後者為準；

(b) the Company may take or omit to take any action it considers fit in order to ensure compliance with any such applicable laws, constitution, rules, regulations, bye-laws, customs and usages including, without limitation, adjusting any Account, disregarding any unexecuted orders or rescinding any executed Transactions, and the Company shall not be liable to the Client as a result of such action taken by or omission of the Company;

本公司可採取或不採取任何其認為適合的行動，藉以確保遵行任何有關法例、章程、規則、規例、附例、慣例及習慣，包括（但不限於）調整任何帳戶，不理會任何尚未執行的買賣盤或撤銷任何已執行的交易，而本公司毋須就其作出或不作出有關行動而向客戶承擔任何責任；

(c) such laws, constitution, rules, regulations, bye-laws, customs and usages as are so applicable and all such actions so taken shall be binding on the Client;

有關適用法例、章程、規則、規例、附例、慣例及習慣、以及所採取的一切有關行動，對客戶均具約束力；

(d) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client entering into this Agreement or any Client Contract or the Company effecting any Transaction in connection with this Agreement; 客戶須負責預先領取及維持任何所需政府或其他同意，藉此讓客戶訂立本協議或任何客戶合約，或讓本公司進行任何與本協議有關的交易；

(e) before entering into any Contract, the Company shall provide to the Client contract specifications for Hang Seng Index Futures and Hang Seng Index Options, a full explanation of margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent;

在訂立任何合約之前，本公司須向客戶提供合約說明書，保證金程序的詳盡說明，以及毋須客戶同意即可將客戶的持倉平倉的情況；

(f) in the case of discretionary Account, the Client must, in addition to the appropriate attachments which form part of this Agreement, provide to the Company a signed copy of the power of attorney, trading authorization or other document by which the Client confers trading authority or control on the Company or other person who is entitled to operate the discretionary Account before the Company will execute any Transaction on the Account; and 如屬於全權代客買賣帳戶，除屬於本協議一部分的有關附件外，客戶亦必須將其簽妥並 將買賣授權或操控權賦予本公司或

有權運作全權代客買賣帳戶的其他人士的授權書、買賣授權書或其他文件交予本公司，本公司才會以帳戶執行任何交易；及

- (g) in the case of a Contract or Transaction entered into on an Exchange other than HKFE, such Contract or Transaction will be subject to the rules, regulations, bye-laws, customs and usages of the relevant Exchange and the Client may have different types and levels of protection in relation to Transactions executed on different markets and Exchanges may be markedly different from the type and level of protection offered by the Rules.

若於期交所以外的任何交易所訂立任何合約或交易，則有關合約或交易須遵行有關交易所的規則、規例、附例、慣例及習慣，而客戶於執行交易的不同市場及交易所獲得的保障類別及水平，將會與各規則所提供的保障類別及水平有顯著分別。

- 4.2 If any provisions of this Agreement are or should become inconsistent with any present or future laws, rules, regulations, bye-laws, customs or usages of HKFE and/or any Exchange or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such laws, rules, regulations, bye-laws, customs or usages. In all other respects, this Agreement shall continue and remain in full force and effect.

若本協議任何條文與期交所及／或任何交易所或對本協議的主要事務具司法管轄權的任何其他有關當局或機構的任何現有或未來法例、規則、規例、附例、慣例或習慣不相符，則應當作按照任何有關法例、規則、規例、附例、慣例或習慣撤銷或修該有關條文，在所有其他方面，本協議將繼續具有全部效力及作用。

- 4.3 No provisions of this Agreement shall operate to remove, exclude or restrict any rights of the Client or obligations of the Company under any applicable law from time to time in force in Hong Kong.

凡本協議的規定，不具撤除、免除或限制香港不時有效的任何適用法例規定的客戶權利或本公司義務的效力。

5. Dealing and clearing 買賣與結算

- 5.1 The Company shall be entitled but not bound to act on a request from the Client to carry out a Transaction (whether directly or through a Dealer). The Company may in its absolute discretion refuse any order or instruction of the Client and shall notify the Client accordingly provided always that the Company shall not in any circumstances whatsoever be liable for any loss of profit or gain, damage, liability, claim, cost or expense suffered or incurred by the Client as result thereof. Except as directed by the Client where the Client is not in default hereunder and no Event of Default (as defined in Clause 8.1) has occurred, the Company shall not be obliged to close out any Open Contract. The Company may at any time and from time to time impose any limits including position limits on any Contract, contracts of a particular type in aggregate and/or any Account and the Client agrees to do all necessary acts to ensure that such limits shall not be exceeded at any time. Except as directed by the Client in circumstances where the Client is not in default hereunder and no Event of Default has occurred, the Company shall have no obligation to close out any Contract or Client Contract. For the avoidance of doubt:

本公司有權（但並無責任）直接或通過交易商按客戶的要求進行任何交易。本公司可絕對酌情決定拒絕客戶的任何買賣盤或指示，並將有關事宜通知客戶，惟於任何情況下，對於客戶因而蒙受或產生的任何利潤損失或得益、損害、債務、申索、費用或支出，本公司概不承擔責任，除按客戶指示進行外，如客戶並無違反本協議，亦無發生違約事件（詳見第 8.1 條的釋義），則本公司並無責任將任何未平倉合約平倉。本公司可於任何時間不時對任何合約特定類別合約（整體計算）及／或任何帳戶訂定限額（包括持倉限額在內），而客戶同意作出一切所需要作為，藉以確保任何時間均不會

超出有關限額。除按客戶指示進行外，在客戶並無違反本協議及並無發生違約事件的情況下，本公司並無責任將任何合約或客戶合約平倉。為免存疑：

- (a) any order and instruction relating to any Transaction may be given by the Client or any of the Authorized Person and such order and instruction shall be absolutely and conclusively binding on the Client;
客戶或任何認可人士均可發出任何交易買賣盤及指示，而有關買賣盤及指示應該絕對及確切地對客戶具約束力；
- (b) the Company may but shall not be obliged to verify or enquire as to the identity of the person giving such order or instruction; and
本公司可（但並無責任）核實或查詢發出買賣盤或指示的人的身分；及
- (c) the Company shall be entitled to act on the order or instruction and rely on the Company's belief that such order or instruction emanates from the Client or any of the Authorized Person (as the case may be).
本公司有權按有關買賣盤或指示行事，亦可倚賴本公司相信由客戶或任何認可人士（視乎情況而定）發出的買賣盤或指示。

5.2 Because of physical restraints on any Exchange and because of the very rapid changes in the prices of Assets that frequently take place, there may, on occasions, be a delay in making prices or in dealing. The Company may not always be able to trade at the prices or rates quoted at any specific time or "at best" or "at market". The Company shall not be liable for any loss howsoever arising by reason of its failing, or being unable, to comply with the terms of any limit order undertaken on behalf of the Client. Where the Company is for any reason whatsoever unable to perform the Client's order in full, it may, in its discretion, effect partial performance only. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

由於任何交易所的實質環境限制及資產價格頻密發生極急速變動，在某些情況下可能會引致定價或買賣延誤。本公司或許在指定時間不能按所報出價格或按「最佳價格」或「最佳市場價格」進行買賣。對於未能或不遵行任何代表客戶進行的限價盤的條款，本公司概不承擔責任，若本公司由於任何原因不能完全執行客戶的買賣盤，本公司可自行酌情決定部分執行有關買賣盤。如客戶作出任何執行買賣盤的要求後，客戶在任何情況下均須接受有關結果，並受有關結果約束。

5.3 The Company shall not be liable for any expense, loss or damage suffered by the Client or to account to the Client for any profit or gain accruing to the Company as a result of the Company:

對於客戶由於本公司進行以下事宜而蒙受的任何支出、損失或損害、本公司概不承擔責任，亦毋須向客戶呈報因而產生並歸於本公司的任何利潤或得益：

- (a) trading or dealing in futures contracts or options contracts or in any Asset underlying any Contract or Client Contract; and
期貨合約，期權合約或任何合約或客戶合約的基礎資產的交易或買賣；及
- (b) dealing in respect of Contracts or Client Contracts with the Clients.
與客戶進行合約或客戶合約買賣。

5.4 The Client hereby agrees to indemnify the Company and its directors, employees, agents, representatives, Associate and correspondents and keep each of them fully indemnified against all expenses, liabilities, claims and demands arising out of anything lawfully done by the Company or such persons in connection with this Agreement.

客戶特此同意就本公司或其董事、僱員、代理人、代表、聯繫人及代理機構基於本協議而合法作出的任何事項所產生的一切支出、債務、申索及要求而向本公司及其董事、僱員、代理人、代表、聯繫人及代理機構作出彌償，以及維持作出完全彌償。

5.5 The Company and any of its directors, employees or representatives may from time to time trade on its or their own account on any Exchange or with any Dealer and may, from time to time, act as Dealer in respect of any Contract or Client Contract.

本公司及其任何董事、僱員或代表可不時自行在任何交易所或與任何交易商進行買賣，並可不時出任任何合約或客戶合約的交易商。

5.6 Subject to the provisions of the SFO and any applicable law, the Company may take the opposite position to the Client's order in relation to any Exchange traded futures contracts and options contracts, whether on the Company's own account or on behalf of the Company's Associate or other clients of the Company provided that such trade is executed competitively on or through the facilities of HKFE in accordance with the Rules or the facilities of any other Exchange in accordance with the rules and regulations of such other Exchange.

在受證券及期貨條例的條文及任何適用法例限制下，本公司可接受與客戶買賣盤相反的任何交易所買賣的期貨合約及期權合約的持倉，不論作為自用或代表本公司的聯繫人或本公司的其他客戶進行，惟有關買賣須按照各規則在／或通過期交所的設施以競爭方式執行，或按照任何其他交易所的規則及規例在／或通過有關其他交易所的設施以競爭方式執行。

5.7 The Client hereby acknowledges and agrees that the Clearing House may do all things necessary to transfer any Open Contract held by the Company on the Client's behalf and any money and securities standing to the credit of the Client's Account to another exchange participant of HKFE in the event that the rights of the Company as an exchange participant of HKFE is suspended or revoked.

客戶特此確認及同意，若本公司被暫停或撤銷期交所交易所參與者的權利，結算所可作出一切所需要事項，將本公司代表客戶持有的任何未平倉合約及客戶帳戶貸項任何所記款項及證券轉移予另一名期交所的交易所參與者。

5.8 The Client acknowledges:

客戶確認：

(a) that every Exchange Contract is subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO, the cost of both of which shall be borne by the Client; 每份交易所合約須繳交投資者賠償基金徵費及證券及期貨條例規定的徵費，兩項費用均由客戶承擔；

(b) that every Exchange Contract is subject to other levies HKFE may impose from time to time; 並承諾繳交證券及期貨條例、任何交易所或結算所因任何交易所合約而不時徵收的其他徵費；

(c) that, as regards HKFE, in the case of a default committed by the Company and the Client having suffered pecuniary loss thereby, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation-Compensation Limits) Rules (Cap. 571AC of the Laws of Hong Kong) and accordingly, there is no assurance that any such loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all; and

就期交所而言，若因本公司違約而引致客戶蒙受金錢損失，則投資者賠償基金承擔的責任，謹以證券及期貨條例規定的有效申索為限，並以香港法例第571AC章證券及期貨（投資者賠償-賠償上限）規則所載的金額上限為限；因此，概不保證一定能夠從投資者賠償基金全額、部分或肯定收回因有關違約而蒙受的任何損失；及

- (d) that in respect of any account of the Company maintained with a Clearing House, whether or not such account is maintained wholly or partly in respect of futures contracts or option contracts transacted on behalf of the Client and whether or not money or Approved Securities or Approved Debt Securities paid or deposited by the Client has been paid to or deposited with the Clearing House, as between the Company and the Clearing House, the Company deals as principal and, accordingly, no such account is impressed with any trust or other equitable interest in favour of the Client and monies, Approved Securities and Approved Debt Securities paid to the Clearing House are thereby freed from the trust interest created by Clause 5.17.

就在任何結算所維持的任何本公司帳戶（不論是否完全或部分為代表客戶進行買賣的期貨合約或期權合約而維持有關帳戶，亦不論客戶所付或存放的款項或核准證券或核准債務證券是否已付予或存於有關結算所）而言，在本公司與結算所之間，本公司以主事人身分進行買賣；因此，任何有關帳戶將不含任何客戶受益的信托或其他衡平法權益，而付予結算所的款項、核准證券及核准債務證券因而不含第5.17條規定的信托權益。

- 5.9 The Client acknowledges that the Company is bound by the Rules from time to time in force which permit HKFE to take steps to limit the positions or require the closing out of contracts on behalf of such clients who in the opinion of HKFE are accumulating positions which are or may be detrimental to any particular market or markets from time to time established and operated by HKFE or which are or may be capable of adversely affecting the fair and orderly operation of any such market or markets (as the case may be).

客戶確認本公司受不時有效的各規則約束，藉此於期交所認為客戶積累的倉盤將會危害期交所不時設立營運的特定市場、或將任何有關市場的公平及有秩序運作構成或可能構成不利影響（視乎情況而定），期交所可採取步驟限制有關客戶的持倉，或要求代表有關客戶將合約平倉。

- 5.10 All orders whether made by telex, cable, electronic mail, facsimile, mail or orally are accepted at the discretion of the Company and transmitted at the Client's risk. The Company shall not be responsible for the non-performance of its obligations hereunder by reasons of any cause beyond the Company'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.

本公司可自行酌情決定是否接受以電傳、電報、電子郵件、傳真、郵遞或口頭方式發出的買賣盤，而有關傳送風險、一概由客戶承擔。若由於本公司控制範圍以外原因（包括（但不限於）傳送或電腦延誤、錯漏、罷工及同類工業行動、或任何交易商、交易所或結算所並不履行其義務等）引致本公司未能履行本協議規定的本公司義務，則本公司概不負責。

- 5.11 The Client confirms that, whether any Account shall happen to be in credit or debit at the time of the Company's so acting, the Company is authorised to act on any instructions whether written or oral and howsoever communicated purporting to be given by the Client or under the Client's authority or by any Authorised Person and the Client hereby confirms and agrees that it shall be responsible to the Company 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.

客戶確認，不論本公司行事之時，任何帳戶屬貸項或借款結餘，本公司仍獲授權按聲稱由客戶，或依據客戶授權或由認可人士發出的任何指示（不論書面或口頭方式發出，亦不論以何種方式傳達）行事，而客戶特此確認及同意，對於一切以客戶名義並聲稱以前述方式作出或訂立的協定、債務及任何其他債項（不論書面或口頭方式作出或訂立，亦不論以何種方式傳達），客戶均須向本公司負責。

- 5.12 The Client understands and confirms its agreement that the Company may tape record conversations with customers whether conducted on the telephone or through any other media or otherwise in order to permit the Company to verify data concerning any matters.

客戶知悉及確認同意本公司可將通過電話，其他媒介或其他方式與顧客的通話錄音，藉此讓本公司核實與任何事務有關的資料。

- 5.13 All orders given hereunder which may be executed on more than one Exchange may be executed on any Exchange the Company selects.

凡根據本協議發出可多於一間交易所執行的買賣盤，可於本公司選擇的任何交易所執行。

- 5.14 The Company shall not be liable (in respect of matching Client Contracts or otherwise) if the relevant Exchange, Clearing House and/or Dealer has ceased for any reason (including setting off the Company's positions with it) to recognise the existence of any Contract or fails to perform or close out any Contract, but such cessation or failure shall not affect the Client's obligations and liabilities hereunder in respect of such Contracts which the Client has required the Company to open and which have not been closed out or other obligations or liabilities of the Client arising therefrom.

若基於任何原因（包括抵銷有關交易所、結算所及／或交易商的本公司持倉），有關交易所、結算所及／或交易商不再承認有任何合約存在，或並不執行任何合約或將其平倉，本公司概不承擔（與客戶合約對盤或其他項目有關的）責任，惟上述不再承認合約存在或不執行合約或將其平倉，將不影響本協議規定客戶須負責與其要求本公司開立而尚未平倉合約有關的義務及責任，或因而產生的其他客戶義務或責任。

- 5.15 The Company may at any time without prior notice in its absolute discretion take such steps as it may consider necessary or desirable to comply with or perform, cancel or satisfy any obligations of the Company to the relevant Exchange, Clearing House and/or Dealer in respect of Contracts acquired on the instructions of the Client, including closing out and/or performing any and all such Open Contracts, and may for such purpose:

本公司可於任何時間毋須預先通知而自行絕對酌情決定採取本公司認為所需或適宜的步驟，藉此遵行或履行、註銷或符合與本公司按客戶指示取得的合約有關而須向有關交易所、結算所及／或交易商承擔的任何義務，包括將任何或所有有關未平倉合約平倉及／或執行有關未平倉合約，而就此而言：

- (a) buy or sell (in any manner howsoever and including from itself) the Asset underlying any Open Contract; and/or

買入或出售（可按任何方式進行，包括自行買入或出售）任何未平倉合約的基礎資產；及／或

- (b) borrow, buy or sell any currency; and/or

借取、買入或出售任何貨幣；及／或

- (c) apply any Margin or Charged Securities in each case so that all sums expended by the Company in excess of any sums held by the Company on the Client's behalf shall be paid to the Company forthwith on demand.

在各種情況下應用任何保證金或押記證券，藉此本公司所付出的款項超逾本公司代表客戶所持有款項的溢額，應於收到要求後即時付給本公司。

- 5.16 The Company's written confirmation of Contracts entered into and settlement statements and statements of open and/or closed positions in respect of the Client's Accounts shall be conclusive against the Client if not objected to in writing sent by registered mail to the Company's office within seven business days after transmission of the information contained in such confirmations whether by telephone, mail, electronic mail, facsimile or otherwise to the Client. The records of the Company shall, in the absence of manifest error, be conclusive and binding on the Client as to the amount standing to the debit or credit of the Account.

若於本公司基於客戶帳戶所發出的訂立合約確認書、交收結單及未平倉及／或平倉合約結單傳送（不論以電話、郵遞、電子郵件、傳真或其他方式）予客戶後七個營業

日內，並不以掛號郵遞方式對有關確認書所載的資料提出書面異議，並送交本公司的辦事處，則有關確認書對客戶而言將不可推翻。就帳戶的借項或貸項所記款項而言，如無明顯錯誤，本公司的有關紀錄應不可推翻，並對客戶具約束力。

- 5.17 All money, Approved Securities, Approved Debt Securities and other property received by the Company from the Client or from any other person (including the Clearing House) for the account of the Client shall be held by the Company as trustee, segregated from the Company's own assets and paid into a Segregated Bank Account or a Segregated Securities Account or a Segregated Debt Securities Account as soon as practicable and in any event within the next bank trading day after receipt thereof, and all money, Approved Securities, Approved Debt Securities or other property so held by the Company shall not form part of the assets of the Company for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the Company's business or assets. All monies, Approved Securities or Approved Debt Securities received by the Company from the Client or from any other person (including the Clearing House) shall be held in the manner specified under paragraphs 7 to 12 of Schedule 4 to the Code and the Client hereby authorizes the Company to apply any such monies, Approved Debt Securities or Approved Securities in the manner set out in Clauses 7.4 to 7.6 below and also in or towards meeting the Company's obligations to any party insofar as such obligations arise in connection with or incidental to Contracts transacted on the Client's behalf.

凡本公司基於客戶的帳戶而從客戶或任何其他人士（包括結算所在內）收到的款項、核准證券、核准債務證券及其他財產，應由本公司以受託人身分持有，並與本公司本身資產分開處理，並於切實可行時盡快（惟於任何情況下在收訖後下一個銀行營業日內）存入獨立銀行帳戶，獨立證券帳戶或獨立債務證券帳戶，而於無力償債或清盤情況下，本公司按此持有的所有款項、核准證券、核准債務證券或其他財產，將不屬於本公司資產的一部分，惟於本公司的全部或部分業務或資產委任臨時清盤人，清盤人或同類官員之後，須即時退還客戶。凡本公司從客戶或任何其他人士（包括結算所在內）收到的款項、核准證券或核准債務證券，須按照該準則附表4第7至12段所載的方式持有，而客戶特此授權本公司按下文第7.4至7.6條例載的方式應用任何有關款項、核准證券及核准債務證券，亦用於應付本公司所欠任何人士的債務，惟有關債務須與代表客戶進行買賣的合約有關或所致。

- 5.18 Liquidating instructions on open futures positions maturing in a current month must be given to the Company prior to 4:00 p.m. on the business day before the last trading day of the current month in the case of long positions and, in the case of short positions, prior to 4:00 p.m. on the business day before the last trading day of the current month. Alternatively, sufficient good funds to take delivery or the necessary delivery documents must be delivered to the Company within the same period described above. If neither instructions, nor good funds, nor documents are received by the Company, the Company may, without notice, either liquidate the Client's position, or make or receive delivery on behalf of the Client upon such terms and by such methods which the Company shall deem to be feasible.

就即月到期的未平倉期貨持倉的平倉指示而言，如屬長倉指示，必須於即月最後交易日的上一個營業日下午四時之前發給本公司；如屬空倉指示，必須於即月最後交易日的上一個營業日下午四時之前發給本公司。不然，必須於上文所載期間內將用於收取交付所需的充足及即時可用款項或所需交付文件送交本公司。若本公司並未收到任何有關指示，即時可用款項或文件，本公司可毋須通知而按本公司認為可行的條款及方法，代表客戶將客戶的持倉平倉或作出或收取交付。

- 5.19 (a) Transactions related to Exchange Contracts shall be subject to the rules, regulations and procedures from time to time in force of the relevant markets and Exchanges (and, in particular, as regards Transactions effected on HKFE, the Rules) on which the Company or any Associate enters into futures contracts and/or options contracts on

behalf of the Client and such rules may contain provisions requiring the Company, upon the request of SFC or the relevant Exchange or other regulatory authority, disclose information relating to the Client and/or the Account (including without limitation, the name and the ultimate beneficial identity of the Client, and such other information concerning the Client) as the SFC, relevant Exchange or regulatory authority may require. The Client hereby agrees to provide promptly and in any event within 2 business days upon the Company's request such information concerning the Client as the Company or the relevant regulatory authority may require to the Company or directly to the relevant regulatory authority in order for the Company to comply with such rules and requirements and the Client irrevocably authorizes the Company and its associate, without further notice to or consent from the Client, to disclose to the relevant authorities all such information and to provide such authorities with all such documents (or copies thereof) in the Company's possession as may be required in order to comply with such rules and requirements, irrespective of whether the Agreement shall have been terminated at the time of disclosure of such information and documents by the Company and/or its Associate to the relevant authorities.

交易所合約有關的交易，須遵照本公司或任何聯繫人代表客戶訂立期貨合約及／或期權合約的有關市場及交易所不時有效的規則、規例及程序（就期交所進行的交易而言，尤其是各規則）進行，而有關規則可載有規定，本公司須應證監會、有關交易所或其他監管機構要求，披露證監會、有關交易所或監管機構要求與客戶及／或帳戶有關的資料（包括但不限於）客戶的姓名／名稱及最終受益身分，以及與客戶有關的其他資料。客戶特此同意應本公司要求即時（惟於任何情況下必須於兩個營業日內）提供本公司或有關監管機構要求與客戶有關的資料予本公司或直接提交有關監管機構，藉此讓本公司遵行有關規則及要求，而客戶不可撤銷地授權本公司及其聯繫人（毋須進一步通知客戶或客戶同意）向有關機構披露一切有關資料，以及向有關機構提供本公司持有的一切有關文件（或其副本），藉此遵行有關規則及要求，不論於本公司及／或其聯繫人向有關機構披露有關資料及文件之時本協議是否終止亦然。

- (b) The Client acknowledges that HKFE or the SFC may require the Company to disclose information relating to the Client referred to in Clause 5.19(a) above and further acknowledges that if the Company fails to comply with the disclosure requirement under the Rules, the chief executive of HKFE may require the closing out of the Company on behalf of the Client or impose such margin surcharge on any or all of its positions as the chief executive thinks fit.

客戶確認，期交所或證監會可要求本公司披露上文第5.19(a)條提述與客戶有關的資料，並進一步確認，如本公司未能遵行各規則的披露要求，則期交所行政總裁可於其認為適合時，要求將本公司代表客戶持有的任何或所有持倉平倉或對有關持倉收取保證金附加費。

- (c) The Client shall not in any way hold the Company or its agents or Affiliates liable for any consequences arising out of the disclosure of any information concerning the Client and/or the Account pursuant to Clause 5.19 or the non-compliance of any requirements of the relevant Exchange or regulatory authority if such is due to the Client's failure to provide the relevant information to the Company. The Client shall reimburse the Company or its agents or Affiliates on demand on a full indemnity basis for all losses, damages, costs and expenses (including legal costs) incurred by each of them in complying with the relevant requirements.

若由於客戶未能向本公司提供根據第5.19條披露客戶及／或帳戶有關的任何資料或不遵行有關交易所或監管機構的任何要求而產生任何後果，客戶不得以任何方式要求本公司、其代理人或聯繫人承擔責任。客戶須於收到要求後，按完全彌償方式將本公司、其代理人或聯繫人因遵行有關要求而產生的一切損失、損害、費用及支出（包括法律費用）償付予本公司、其代理人或聯繫人。

5.20 The Client acknowledges that, pursuant to the requirements of the Rules 632A which impose a delta position limit for various futures contracts and options contracts, no person shall own or control positions in the Hang Seng Index ("HSI") Futures, HSI Options, Mini-HSI Futures and Mini-HSI Options Markets (or other products as prescribed by the HKFE from time to time) combined that exceed a specified position delta (as prescribed by the HKFE from time to time). The Client also acknowledges that the Chief Executive of the HKFE or his designee shall require and direct the Company carrying an account or aggregated accounts in excess of the delta position limit to liquidate positions necessary to bring the account or aggregated accounts into compliance with the position limit.

客戶確認，根據各規則第632A條的規定（對各類期貨合約及期權合約訂定對沖值持倉限量的規定），任何人所擁有或控制的恒生指數（「恒指」）期貨、恒指期權、小型恒指期貨及小型恒指期權市場（或期交所不時訂明的其他產品）的綜合持倉量，不得超出指定的持倉對沖值（由期交所不時訂明），客戶亦確認，如任何帳戶或多個帳戶合計超逾對沖值持倉限量，期交所行政總裁或其指定人員須要求及指示持有該等帳戶的本公司將所需持倉平倉，藉此將有關帳戶或合計帳戶持倉量回復至符合持倉限量水平。

5.21 The Client acknowledges that, pursuant to the requirements of the Rules and the Securities and Futures (Contracts Limits and Reportable Positions) Rules ("Contract Limits Rules") and related guidance notes issued by the SFC, if the Client holding or controlling an amount of open position, as the case may be, equal to or more than the reportable level of each contract type ("Reportable Position") prescribed by the Contract Limits Rules, the Company and the Client have the responsibility to lodge a notice in writing of that Reportable Position in a prescribed form with the HKFE within one reporting day (as defined in the Contract Limits Rules) following the day on which the Client first holds or controls that Reportable Position and each succeeding day on which the Client continues to hold or control that Reportable Position. The Client also acknowledges that no person may hold or control futures and or options contracts in excess of the position limits ("Prescribed Limits") as prescribed by the Contract Limits Rules, unless the holding or controlling in excess of the Prescribed Limits is authorized under the Rules of the HKFE or by the SFC.

客戶確認，根據各規則及證券及期貨（合約限量及須申報的持倉量）規則（「合約限量規則」）及證監會發出的有關指引，如客戶持有或控制的未平倉交易的數量（視乎情況而定）相等或超出合約限量規則訂明的每種合約的須申報水平（「須申報的持倉量」），本公司及客戶均有責任在客戶最先持有或控制須申報的持倉量之日及其後客戶持有或控制須申報的持倉量的每天之後的一個申報日（詳見合約限量規則釋義）內，按訂明格式提交該須申報的持倉量的書面通知予期交所。客戶亦確認，任何人持有或控制的期貨及／或期權合約，不得超出合約限量規則訂明的持倉限量（「訂明限量」），除非所持有或控制超出訂明限量的合約經期交所規則或證監會認可，則作別論。

5.22 In relation to any Over-the-Counter ("OTC") transactions, including but not limited to the Foreign Transactions, entered or to be entered into by the Client, the Client acknowledges and agrees that: 客戶就其已進行或將予進行的任何場外（Over-the-Counter）交易（包括但不限於任何外地交易）確認及同意：

- (i) subject to Clauses 3.1 and 5.6 above, the Company is acting as an agent for the Client and does not guarantee the settlement of such OTC transactions;
在上述第3.1及5.6條的規限下，本公司擔任客戶的代理，並不保證此等場外交易之結算；
- (ii) the Client's orders may be partially executed or not executed at all;
客戶的指示可能只有部份執行或全部未能執行；

- (iii) without prejudice to the above, the Client shall bear its own losses or expenses and shall be responsible to the Company for any losses and expenses resulting from its and/or its counterparty's settlement failures.

在不影響上文所載的原則下，客戶須自行承擔虧損及開支，並就其及／或其交易對手無法結算所招致的任何虧損及開支向本公司負責。

- 5.23 In relation to any trading in relation to Foreign Transactions, the Company shall inform the Client in writing about the trading time, method of orders and settlement from time to time. The Client agrees and confirms that such notice(s) shall be an agreement between the Company and the Client in relation to the relevant Foreign Transactions.

有關外地交易，本公司將以不時書面通知客戶有關之交易時段、下盤方式及交收方法，客戶同意及確認，此等通知將為有關外地交易及客戶及本公司之間的協議。

- 5.24 The Client understands and acknowledges that the Company may not execute the Foreign Transactions within the time(s) and at the price(s) as specified by the Client or execute the transactions at the best or market price of Foreign Securities. The Client agrees and confirms that the Company shall not be responsible for any loss and/or damage arising from such execution of transactions. The Company may at its absolute discretion execute only part of the orders placed by the Client for the Foreign Transactions and the Client agrees that such part of the placements and the transactions shall be binding on the Client.

客戶明白及確認本公司可能不可在客戶指定的時間內及價格完成交易或不可以最佳市場價格完成交易。客戶同意及確認本公司將不為所完成交易所引致的任何損失負上任何責任，本公司可運用其酌情權以完成部份客戶有關外地交易的指示，而客戶同意接受該部份完成交易所約束。

- 5.25 The Client understands and acknowledges that in relation to the trading for the Foreign Transactions, the Client may not have any protection under the laws and regulations of the relevant jurisdiction. The Client further agrees that when in doubt, the Client shall consult with 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 that the Company shall not be liable for any of such cost.

客戶明白及確認有關外地交易，客戶可能不會受到有關司法權地方的法律及規例保障。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，本公司並不須就該等費用負上任何責任。

6. Delivery

交收

The Client agrees and acknowledges that each Client Contract (and also other Transactions made for the Client's account) contemplates actual performance in accordance with its terms including delivery and receipt of any Assets and payment therefor.

客戶同意及確認，每份客戶合約（以及以客戶的帳戶進行的其他交易）擬定按照合約條款（包括任何資產的交收及其付款）具體履行。

7. Margins/payments.

保證金／付款方法

- 7.1 The Client shall at all times maintain with the Company, in such amount and such form as the Company may from time to time require, Margin in excess of the Client's indebtedness or obligations to the Company whether by way of trading or otherwise howsoever and the amount of which may be greater than any relevant Clearing House Margin, variation adjustments and/or interest rate cash adjustment set by the Exchange and/or the Clearing House and may be altered by the Company with immediate effect by notice to the Client. Should the margin requirement on deposit fall below the maintenance margin level,

Exchange rules require that the Account be remargined back to the initial margin requirement level.

客戶於任何時間均須按照本公司不時要求的金額及形式，在本公司維持超逾客戶因進行買賣或其他情況而所欠本公司的債項或債務的保證金，金額須高於有關交易所及／或結算所釐定的任何有關結算所保證金、變價調整及／或利率現金調整，並可由本公司修改，在向客戶發出有關通知後即時生效。若所存放的規定保證金下降至低於所需維持的保證金水平，交易所規則規定帳戶須再存入額外保證金，藉以回復至最初規定的保證金水平。

- 7.2 All amounts (including Margin and variation adjustments) payable by the Client in connection with this Agreement shall be due on demand and in the currency of the Company's choice subject only to any restrictions which may be imposed, by the appropriate Exchange and/or relevant Clearing House, if any, upon which the Client Contract or the Contract concerned was executed on the Client's behalf. Demands for Margin and variation adjustments must be met within 24 hours or such shorter period as the Company may in its absolute discretion determine to be necessary and specify to the Client, the Company may be required to report to HKFE and SFC particulars of all open positions in respect of which two successive margin calls and/or demands for variation adjustment are not met within the period specified by the Company and supply such further information in respect of the Account, including the name and beneficial identity of the Client as the Exchange may from time to time require. The Company may require more margin or variation adjustments than that specified by the Exchange and/or the Clearing house and may, without the Client's consent, close out the Client's open positions in respect of which any margin calls and demands for variation adjustment are not met within the period specified by the Company or at the time of making such call(s) or demand(s).

客戶基於本協議而須付的一切款項（包括保證金及變價調整），須於收到要求後到期繳付，並以本公司決定的貨幣支付，惟須遵照本公司代表客戶訂立有關客戶合約或合約的有關交易所及／或有關結算所所訂定的任何限制（如有）進行。保證金及變價調整的繳款通知，必須於24小時內或本公司絕對酌情決定認為所需並通知客戶的較短期間內支付。若有連續兩次追繳保證金通知及／或變價調整未能於本公司指定的期間內繳付，本公司須向期交所及證監會報告全部有關未平倉合約的詳情，並須提供交易所不時要求與帳戶有關的進一步資料，包括客戶的姓名及客戶之受益身分，本公司可要求高於有關交易所及／或結算所指定的保證金或變價調整，亦可毋須客戶同意而將本公司指定時間內或於發出有關追繳通知或變價調整要求之時並未繳付任何追繳保證金通知或變價調整要求的客戶未平倉交易平倉。

- 7.3 All amounts held by way of Margin shall be held on trust to apply the same for the following purposes:

凡以保證金方式持有的款項，均以信託方式持有，並按以下目的的應用：

- (a) to pay to the relevant Exchange and/or Clearing House all Clearing House Margin due from the Company to it, or to pay to any Dealer all margin demanded by it from the Company, in each case on such terms as the Company may think fit;
按本公司認為適合的條款，將本公司須付予有關交易所及／或結算所的所有結算所保證金付予有關交易所及／或結算所，並將任何交易商要求本公司支付的所有保證金付給有關交易商；
- (b) to apply in or towards satisfaction, or in reimbursement of the Company, of all costs, damages, losses, liabilities and expenses incurred in respect of all Transactions and all liabilities and expenses incurred as a result of the performance by the Company of its duties or the exercise by the Company of its rights or powers hereunder; and
用作清償所有交易產生的一切費用、損害、損失、債務及支出及本公司履行本協議規定的本公司責任或行使本協議規定的本公司權利或權力所產生的一切債務及支出，或用作償付有關費用、損害、損失、債務及支出償付予本公司；及

- (c) subject to the Company being satisfied that all such costs, damages, losses, liabilities and expenses referred to in paragraph (b) above have been satisfied, discharged or otherwise released in full, to repay any surplus which is, in the absolute opinion of the Company, attributable to such Transaction to the Client.

除非本公司信納已全額清償、付清或以其他方式發放上文(b)段提述的一切有關費用、損害、損失、債務及支出，否則將本公司全權認為歸屬於有關交易的任何盈餘付還客戶。

7.4 All Approved Debt Securities shall be deposited in a Segregated Debt Securities Account on trust and the Client authorizes the Company to withdraw therefrom the following:

所有核准債務證券須存入獨立債務證券帳戶，並以信託方式持有，而客戶授權本公司從該獨立債務證券帳戶提取：

- (a) Approved Debt Securities required to meet obligations of the Company to the Clearing House or an executing agent arising in connection with futures contracts or options contracts transacted by the Company on the instructions of the Client provided that no withdrawal may be made which would have the effect that Clearing House margin, variation adjustment requirements or other trading related liabilities in respect of futures contracts or options contracts conducted on behalf of the Client are thereby financed by other clients' Approved Debt Securities held by the Company; 所需核准債務證券，藉以履行本公司因按客戶指示進行期貨合約或期權合約交易而須向結算所或執行代理人承擔的義務、惟若提取對以本公司所持有其他客戶的核准債務證券作為融資而與代表客戶進行與期貨合約或期權合約有關的結算所保證金、變價調整要求或其他買賣有關的債務構成影響，則不得作出有關提取；
- (b) Approved Debt Securities which are transferred to another Segregated Debt Securities Account; and 用作轉往另一獨立債務證券帳戶的核准債務證券；及
- (c) Approved Debt Securities returned to or in accordance with the written directions or standing authority of the Client given pursuant to the Client Securities Rules, but in such a case notwithstanding the Client's directions or authorization, no Approved Debt Securities may be deposited into another account of the Company unless that account is a Segregated Debt Securities Account. 用作交還客戶或按照客戶根據客戶證券規則發出的書面指示或常設授權提取的核准債務證券；屆時，儘管有客戶指示或授權，除獨立債務證券帳戶外，不得將任何核准債務證券存入本公司的其他帳戶內。

7.5 All Approved Securities shall be deposited in a Segregated Securities Account on trust and subject to the Company obtaining specific written authority and such other consents as may be required under applicable laws, rules and regulations from the Client, the Company may withdraw therefrom the following:

所有核准證券須存入獨立證券帳戶，並以信託方式持有，而在本公司取得客戶明確書面授權及適用法例、規則及規例規定須向客戶取得的其他同意後，本公司可從該獨立證券帳戶提取：

- (a) Approved Securities required to meet obligations of the Company to the Clearing House or an executing agent arising in connection with futures contracts or options contracts transacted by the Company on the instructions of the Client provided that no withdrawal may be made which would have the effect that Clearing House margin, variation adjustment requirements or other trading related liabilities in respect of futures contracts or options contracts conducted on behalf of the Client are thereby financed by other clients' Approved Securities held by the Company;

所需核准證券，藉以履行本公司因按客戶指示進行期貨合約或期權合約交易而須向結算所或執行代理人承擔的義務。惟若提取對以本公司所持有其他客戶的核准證券作為融資而與代表客戶進行與期貨合約或期權合約有關的結算所保證金、變價調整要求或其他買賣有關債務構成影響，則不得作出有關提取；

(b) Approved Securities which are transferred to another Segregated Securities Account; and

用作轉往另一獨立證券帳戶的核准證券；及

(c) Approved Securities returned to or in accordance with the written directions or standing authority of the Client given pursuant to the Client Securities Rules, but in such a case notwithstanding the Client's directions or authority, no Approved Securities may be deposited into another account of the Company unless that account is a Segregated Securities Account. 用作交還客戶或按照客戶根據客戶證券規則發出的書面指示或常設授權提取的核准證券；屆時，儘管有客戶指示或授權，除獨立證券帳戶外，不得將任何核准證券存入本公司的其他帳戶內。

7.6 The Client agrees that the Company may dispose of, or initiate a disposal by an Associate of any of the Approved Debt Securities and Approved Securities for the purpose of settling any liability owed by the Client or on its behalf to the Company, the Associate or a third person and hereby authorizes the Company to withdraw the Approved Debt Securities and Approved Securities from the Segregated Debt Securities Account and the Segregated Approved Securities Account respectively for such purposes.

客戶同意，本公司可處置或由聯繫人進行處置任何核准債務證券及核准證券，藉以清償客戶或代表客戶欠付本公司、聯繫人或第三者的任何債務，並特此授權本公司為此目的而從獨立債務證券帳戶及獨立證券帳戶分別提取核准債務證券及核准證券。

7.7 The Company shall at its discretion as to the terms thereof and any rate of return earned thereon have power to invest, realize such investment and/or reinvest any amounts paid by way of Margin in any investment, security, currency or deposit it thinks fit; and whether or not by leaving the same on deposit with any Clearing House. The limitations on the type or method of investment contained in the Trustee Ordinance (Cap. 29 of the Laws of Hong Kong) shall not apply. The Company shall not be liable to account to the Client for any interest or other profit earned or derived from or accrued to any such sums.

本公司有權按其酌情決定的有關條款及所賺取的回報率，將任何以保證金方式所付的款項投資，變現及／或再投資於本公司認為適合的投資項目、證券、貨幣或存款；亦不論是否將其存於任何結算所。香港法例第29章受託人條例所載關於投資類別或方法的限制將不適用。本公司毋須向客戶呈報從任何有關款項所賺取、取得或產生的任何利息或其他利潤。

7.8 All sums payable by the Client in connection with this Agreement shall be exclusive of all Taxation. If any Taxation is required by law to be withheld from such payments, the amount payable by the Client shall be increased to the extent necessary to ensure that, after the making of any withholding, the Company receives on the due date a net sum equal to what it would have received and retained had no deduction been made.

凡客戶基於本協議所支付的款項，均不包括所有稅項。若法例規定須從有關款項預繳任何稅項，則客戶應付的款項須增加所需款額，藉此確保預繳任何有關稅項之後，本公司於到期日所收取的淨款額，應相等於本公司原應收取及留存的款額，猶如並無作出有關扣款一樣。

7.9 All monies paid to the Company whether on deposit or however described shall not be entitled to earn interest from the Company. The Company is entitled to retain for its own use and benefits any interest earned on the Client's money.

凡付給本公司的款項（不論存款或屬何名目），將無權向本公司收取利息。本公司有權將客戶款項所賺取的任何利息留作自用及受益。

7.10 Any debit balance in the Client's Accounts with the Company shall be charged with interest at such rate as determined from time to time by the Company. Such interest shall accrue on a day to day basis from the date when the overdue amount becomes due until the date when such amount has been fully paid. Such interest shall be payable on the last business day of each calendar month or upon demand by the Company.

任何在本公司開立的客戶帳戶的借項結餘，將按照本公司不時的利率收取利息，有關利息按日計算，自逾期款項到期日起計至款項全數付清之日為止。有關利息須於每曆月最後營業日或應本公司要求支付。

7.11 The Client acknowledges that the Company may receive from Agents rebates in respect of commission on Transactions and agrees that the Company shall be entitled to keep any such rebates and that the Client has no right to benefit from them in any way.

客戶確認，本公司可向代理人收取交易佣金的回扣，並同意本公司有權保留有關回扣，而客戶在任何方面均無權獲得有關回扣的利益。

8. Default 違約

8.1 The happening of any one of the following events shall constitute an Event of Default:

如發生以下任何事件，應構成違約事件：

- (a) if, in respect of any Client Contract, the Client shall fail to:
就任何客戶合約而言，客戶未能：
 - (i) provide Margin when called upon to do so;
應要求提供保證金；
 - (ii) make or take delivery of any Asset when required to do so under such contract;
按有關合約規定交付或接收所交付的任何資產；
 - (iii) pay any purchase price or other payment thereunder when due;
支付任何購價或其他到期應付款項；
- (b) a judicial declaration of incompetence is made in respect of the Client, or upon the death of the Client (being an individual);
司法當局宣佈客戶不具能力，或（如客戶屬於個人）客戶身故；
- (c) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other similar proceedings, or the appointment of a receiver, in respect of the Client or any of the Client's assets;
對客戶或其任何資產提交破產或（視乎情況而定）清盤呈請書，或展開其他同類法律程序，或委任接管人；
- (d) any warrant or order of attachment or distress or equivalent order is issued against any Account, or a judgment is levied, enforced or executed against any Account;
對帳戶發出扣押手令或命令或同等命令，或對任何帳戶實施、強制執行或執行判決；
- (e) default by the Client in the due performance or observance of any of the terms and conditions of this Agreement;
客戶並不妥為履行或遵從本協議的任何條款及細則；
- (f) any representation or warranty made in or in pursuance of this Agreement or in any certificate, statement or other document delivered to the Company being or becoming incorrect in any material respect;

本協議所作或根據本協議或在送交本公司的任何證書、陳述書或其他文件所作任何陳述或保證，在任何重要方面為不確或成為不確；

- (g) any of the consents, authorizations, approvals, licenses, or board resolutions required by the Client to enter into this Agreement being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect, or any Client Contract being modified in a manner unacceptable to the Company;
客戶訂立本協議所需的任何同意、授權、批准、執照或董事會決議全部或部分被撤銷、撤回、中止或終止，或期限屆滿而不獲續期或未能維持全部效力及作用，或按本公司不能接受的方式修改任何客戶合約；
- (h) the Client being in breach, voluntary or otherwise, of any of the conditions contained herein or any constitution, rules, regulations, bye-laws, customs and usages of any Exchange or Clearing House;
客戶(自動或以其他方式)違反本協議所載任何條款或任何交易所或結算所的任何章程、規則、規例、附例、慣例及習慣；
- (i) the Client exceeding the trading limit prescribed by the Company from time to time;
客戶超越本公司不時訂明的買賣限額；
- (j) the Company in its sole opinion determines that the market on which the Assets are traded fluctuates in an unusual degree;
本公司獨自認為進行資產買賣的市場出現不尋常波動；
- (k) the Company in its sole opinion determines that there is a material adverse change in the business, assets or financial position of the Client; or
本公司獨自認為客戶的業務、資產或財政狀況出現重大不利改變；或
- (l) the occurrence of any event which, in the Company's opinion, puts doubt on the ability of the Client to meet its future obligations under this Agreement.
發生任何本公司獨自認為對客戶將來履行本協議所規定義務的能力產生疑問的事件。

8.2 Without prejudice to any other right or remedy which the Company may have, if any Event of Default shall occur, subject to the provision of the SFO, the Company shall be entitled, but not obliged to, in its absolute discretion and without notice to the Client, to take one or more of the following actions:

在不損害本公司所享有的任何其他權利或補償的情況下，若發生任何違約事件，在受證券及期貨條例的規定限制下，本公司有權(但並無責任)絕對酌情決定及毋須通知客戶而採取以下一項或多於一項行動：

- (a) satisfy any obligation or liability the Client may have to the Company out of any Charged Securities and any other collateral security deposited with the Company;
運用任何押記證券及任何其他存放於本公司的抵押證券清償任何客戶所欠本公司的債項或債務；
- (b) sell any or all Client Contracts or Assets held or carried as a long position for the Client or purchase any or all Client Contracts or Assets held or carried as a short position for the Client; 出售代表客戶持有或存有的任何或所有長倉客戶合約或資產，或購入代表客戶持有或存有的任何或所有空倉客戶合約或資產；
- (c) cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Client;
取消代表客戶所作出的任何或所有尚未執行買賣盤、合約或任何其他承諾；

- (d) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Company as security for the Account;
催繳任何抵押（包括（但不限於）已發給或受益人為本公司的任何擔保及信用證），作為帳戶的抵押；
- (e) combine, consolidate and sell all Accounts;
合併、綜合及出售所有帳戶；
- (f) close out without recourse any or all Client Contracts and any corresponding Contracts;
毋須訴諸其他方法而可將任何或所有客戶合約及任何相應合約平倉；
- (g) borrow or buy in any property whatsoever found necessary by the Company or required to make delivery against any sale (including a short sale) effected for the Client;
借入或買入本公司認為所需或代表客戶進行任何出售項目（包括賣空在內）交付所需的任何財產；
- (h) exercise any rights granted under Clauses 9 or 10 below;
根據下文第9或第10條行使任何權利；
- (i) suspend the Account; and
中止帳戶；及
- (j) close the Account and terminate this Agreement forthwith;
即時結束帳戶及終止本協議；

Provided Always That a prior tender, demand for original or additional Margin or call of any kind from the Company, or prior or outstanding demand or call from the Company or notice of the time and place of a sale or purchase shall not be considered a waiver of any of the Company's rights or remedies granted by this Agreement.

惟本公司先前提交或發出的原保證金或額外保證金繳款要求或各類追繳通知，或本公司發出的先前或未清償繳款要求或追繳通知，或關於出售或購入項目的日期、時間及地點的通知等，概不當作放棄本協議授予本公司的任何權利或補償處理。

- 8.3 After deducting all costs and expenses incurred in connection with taking any action referred to in Clause 8.2 above, the Company may apply any remaining proceeds to the payment of any liabilities owed by the Client to the Company; and in the event such proceeds are insufficient for the payment of such liabilities the Client shall promptly upon demand and notwithstanding that the time originally stipulated for settlement may not then have arrived pay to the Company and indemnify and hold the Company harmless against any differences or deficiencies arising therefrom or in any Account or Client Contract, together with interest thereon and all costs (including solicitor's and counsel's fees should the Company in its absolute discretion refer the matter to legal advisers) and/or expenses incurred by the Company on a full indemnity basis in connection with the enforcement of each Client Contract which shall be for the account of the Client and properly deductible by the Company from any funds of the Client in its possession.

在扣除採取上文第8.2條提述的任何行動所產生的一切費用及支出後，本公司可應用任何尚餘所得款項用作支付客戶所欠本公司的任何債務；若有關所得款項不敷支付有關債務，客戶須於收到要求後即時（即使尚未到達原定交收日期及時間亦然）將任何因此產生或任何帳戶或客戶合約產生的差額或不敷之數，連同其利息，以及本公司因執行每份客戶合約而產生並按完全彌償基準計算的所有費用（包括（如本公司絕對酌情決定將有關事務提交法律顧問處理）律師及大律師費用）及／或支出（均須由於客戶的帳戶產生，並由本公司從其管有的客戶任何款項中妥為扣除）付給本公司，並就

有關差額、不敷之數、利息、費用及／或支出而向本公司作出彌償及保持本公司不受損害。

9. Set Off
抵銷

- 9.1 In addition and without prejudice to any general lien or similar right which the Company may be entitled by law and subject to the provisions of the SFO, its subsidiary legislation and other applicable legislation, in the event that the Client has more than one account (of any nature whatsoever) with the Company or any of its Associates, the Company may at any time, and without notice to the Client, combine or consolidate all or any of such accounts and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards the satisfaction of any liabilities of the Client to the Company or the Company's Associate on any account or in any other respect, including liabilities under facilities or accommodation for any unexpired fixed term or in respect of foreign exchange dealings or under guarantees or indemnities or any other instruments whatsoever given or assumed by the Company or the Company's Associate at the Client's request, whether such liabilities be present or future, actual or contingent and primary or collateral.

在附加及不損害本公司根據法例有權享有的任何一般留置權或同類權利，並受證券及期貨條例、其附屬法例及其他適用法例的條文限制下，若客戶在本公司或其任何聯繫人開立超過一個帳戶（不論屬何性質亦然），本公司可於任何時間毋須通知客戶而將所有或任何有關帳戶合併或綜合，以及抵銷或轉移任何一個或多個有關帳戶貸項所記款項，用作清償客戶因任何帳戶或任何其他方面而所欠本公司或本公司的聯繫人的任何債務，包括任何融資或安排的未屆滿期限內的有關債務，或與外匯買賣有關的債務，或本公司或本公司的聯繫人按客戶要求而發出或承擔的擔保、彌償或任何其他文書規定的債務，不論有關債務屬於現有或未來債務，又或實際或屬或有債務，又或主要或附屬債務亦然。

- 9.2 Where any such set-off or combination requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as determined by the Company and binding in all respects upon the Clients) utilized by the Company in the Company's normal course of business for such currencies at the time of the set-off or combination.

若任何有關抵銷或合併須將一種幣值折算成為另一種幣值，應按照進行有關抵銷或合併時本公司在一般業務過程中所用的有關幣值的匯率（由本公司釐定，並在各方面對客戶均具約束力）計算有關折算事宜。

- 9.3 Without prejudice to the general right of set-off conferred upon the Company by the foregoing sub-paragraphs, the Client hereby expressly agrees that in any one or more of the following events, that is to say:

在不損害前述各分段賦予本公司的一般抵銷權利的情況下，客戶特此明確同意，如發生以下任何一項或多項事情，即：

- (a) if any attempt shall be made by the Client, without the Company's express prior written consent and approval, to assign, and/or charge, and/or otherwise alienate all or any part of any sum or sums standing to the credit of any one or more of such Accounts as aforesaid; or 在未得本公司預先明確書面同意及批准的情況下，客戶試圖轉讓及／或押記及／或以其他方式讓與前述任何一個或多個有關帳戶貸項所記全部或部分款項；或
- (b) any event shall occur which, in the Company's sole discretion, the Company feels shall or might put in jeopardy the Company's rights with respect to the credit balance in anyone or more of such accounts; or

發生任何本公司獨自認為可危害本公司對任何一個或多個帳戶債項結餘所享權利的事件；或

- (c) any event shall occur which, in the Company's sole opinion, puts doubt on the ability of the Client to meet its future obligations under this Agreement; or
發生任何本公司獨自認為對客戶履行本協議所載客戶未來義務的能力產生疑慮的事件；或
- (d) the commencement of the Client's bankruptcy/winding up or similar proceedings; or
展開客戶破產／清盤或同類法律程序；或
- (e) an encumbrancer taking possession of, or a receiver being appointed over, the whole or any part of the Client's undertaking, property or assets,
產權負擔享有人接管客戶的所有或任何經營、財產或資產，或對客戶的所有或任何經營、財產或資產委任接管人。

then immediately and without demand or notice to the Client or upon the occurrence of any other Event of Default referred to in Clause 8 if the Company so determines and gives notice to the Client, all of the Client's then existing Accounts shall automatically and forthwith be deemed consolidated together as one and shall (together with all of the Client's liabilities above referred to) be deemed (if applicable) to mature and in all cases become due and payable, and all sums standing to the credit of any such Accounts shall automatically and forthwith on the occurrence of such event be set-off and shall be deemed to have been transferred by the Company to the satisfaction of all such of the Client's liabilities to the Company as aforesaid or in any other respect.

可立即及毋須向客戶發出要求或通知，或於發生第 8 條提述的違約事件後，如本公司有此決定並向客戶發出通知後，自動及即時當作客戶的所有現存帳戶綜合成一個帳戶，並（連同上文提述的所有客戶債務）當作（如適用）到期處理，以及在一切情況下均須到期繳款，而任何有關帳戶貸項所記的所有款項，須於發生有關事件後即時自動抵銷，並當作轉予本公司處理，用作清償前述或在任何其他方面客戶須向本公司承擔的所有債務。

- 9.4 Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which the Company may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right of set off arising by law or rights granted to the Company by Clauses 8 or 10 hereof or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by the Company.
本協議的任何規定，並不限制本公司享有的任何一般留置權或其他權利或留置權（不論法例或其他方式規定亦然）的施行，而本協議賦予的抵銷權利，均附加及不損害因法律產生的任何一般抵銷權利，或本協議第8或10條授予本公司的權利，或本公司現時或此後持有的任何留置權、擔保、匯票、票據，按揭或其他抵押。

10. Security 抵押

- 10.1 The Client as beneficial owner and as continuing security for all its liabilities and obligations hereunder hereby charges all Charged Securities to the Company by way of first fixed legal charge free of all encumbrances and adverse interest whatsoever.
客戶以實益擁有人身分，特此按第一固定法定押記方式，將所有不含一切產權負擔及相逆權益的押記證券押記予本公司，作為本文所載客戶的所有債及債項的持續抵押。
- 10.2 The Client shall, upon request by the Company, forthwith execute all such transfers and other documents as may be necessary to enable the Company or its nominee to be registered as the owner of, or otherwise obtain a legal title to, the Charged Securities.

客戶須應本公司要求，即時簽訂一切所需轉讓書及其他文件，藉此讓本公司或其代名人登記成為押記證券的擁有人，或以其他方式獲取押記證券的合法所有權。

- 10.3 The Client undertakes not to create or have outstanding any security interest whatsoever on or over any of the Charged Securities (except for the security created hereby).

客戶承諾不會為任何押記證券訂立抵押權益（僅有本文訂定的抵押權益例外）或讓其尚未清償。

- 10.4 The Company shall hold all Charged Securities for the purposes of this Agreement subject to Clause 5.17, and upon the occurrence of any Event of Default and subject to the provisions of the SFO, the Company may without prior notice:

本公司須持有所有押記證券作為本協議的用途，惟須符合第5.17條的規定；如發生任何違約事件，並在證券及期貨條例的條文限制下，本公司可毋須預先發出通知：

- (a) register, sell or realize any or all Charged Securities upon such terms (including as to the consideration received therefor) as it may in its absolute discretion think fit (without being responsible for any loss or diminution in price) and any consideration received therefore shall be treated as Margin payable by the Client; and

按本公司絕對酌情決定認為合適的條款（包括因而收取代價的條款）登記、出售或變現任何及所有押記證券（毋須為任何損失或價格下降負責），而因此收取的任何代價，應當作客戶應付的保證金處理；及

- (b) where allowed under the SFO, deposit, charge or pledge any or all Charged Securities with or to the order of any Exchange, Clearing House or Dealer and on terms that such Exchange, Clearing House, or Dealer may enforce such deposit, charge or pledge in satisfaction of all or any obligations of the Company on account of the Client to such Exchange, Clearing House or Dealer. 若證券及期貨條例許可，將任何及所有押記證券存放、押記或質押予任何交易所、結算所或交易商，或按有關交易所、結算所或交易商指示處理有關押記證券，而有關交易所、結算所或交易商亦可強制執行所存放、押記或質押的有關押記證券，用作清償本公司因客戶而須向有關交易所、結算所或交易商承擔的所有或任何債項。

- 10.5 If Charged Securities are denominated in a different currency from that in which any relevant cost, damages, loss, liability or expense is denominated, the Company may convert such amount at its current buying rate for such currency at the relevant time.

若押記證券的面值貨幣與任何有關費用、損害、損失、債務或支出的幣值不同，本公司可按當其時本公司的有關貨幣的現行買入價折算該等款項。

- 10.6 Pending the application of Charged Securities pursuant to Clause 10.4, the Company shall account to the Client for all amounts in respect of dividends, interest or other moneys in the nature of income received by the Company in respect of such Charged Securities to the Client at any time and shall do so upon request.

在根據第10.4條的規定應用押記證券期間，本公司須向客戶呈報於任何時間或於提出要求時本公司基於有關押記證券而收取須付給客戶的一切股息、利息或其他收入款項。

- 10.7 Subject to the Company being satisfied that all costs, damages, losses, liabilities and expenses (actual and contingent) payable by the Client in connection with this Agreement have been satisfied, discharged or otherwise released in full, the Company may re-transfer or, as the case may be, redeliver any certificates or documents of title relating to any relevant Charged Securities to the Client at any time and shall do so upon request.

在本公司信納客戶基於本協議而應付的所有費用、損害、損失、債務及支出（不論實際或屬或然者亦然）已全額清償、付清或以其他方式發放，則本公司可於任何時間或應要求，將任何有關押記證券的證明書或所有權文件轉回或（視乎情況而定）交還客戶。

11. No assignment, succession

不得轉讓、繼承

11.1 The Client may not assign any rights or obligations under this Agreement or any Client Contract.

客戶不得轉讓本協議或任何客戶合約的任何權利或義務。

11.2 All the provisions of this Agreement shall survive any changes or successions in the Company's business and shall be binding, where the Client is a corporation, upon its successors, where the Client is a partnership upon the partners and their personal representatives and where the Client is an individual upon his personal representatives.

本協議的全部條文，於本公司業務有任何變更或繼承後依然有效，並對（如客戶為法團）客戶的繼承人及（如客戶為合夥）客戶的合夥人及其各自遺產代理人及（如客人為個人）客戶的遺產代理人均具約束力。

12. No waiver

不當作棄權

The Client acknowledges that no act, omission to act or forbearance by the Company or any of its employees, servants, agents, representatives or Associate shall be, or be deemed to be, a waiver by the Company of any rights against the Client or against Margin, Charged Securities or any other assets of the Client on hand with the Company.

客戶確認，本公司或其任何僱員、傭工、代理人、代表或聯繫人的任何作為、不作為或延期償付，並非或不得當作本公司放棄任何對客戶或本公司持有的保證金、押記證券或任何其他客戶資產所享有的權利。

13. Charges, costs

收費、費用

13.1 Charges in respect of services performed in connection with this Agreement shall be set by the Company at such rates as it may from time to time have notified to the Client as being the rate or rates applicable. The Client shall pay to the Company the commission and exchange fees for futures contracts and options contracts as may be prescribed by the Company and the Exchange respectively from time to time and notified to the Client.

基於本協議而執行的服務有關的收費，將由本公司釐定，並按不時通知客戶的適用收費收取。客戶須將本公司及交易所各自不時訂明並通知客戶的期貨合約及期權合約佣金及交易所費用付給本公司。

13.2 Without prejudice to the generality of Clause 13.1, the Client hereby agrees to the imposition upon its Account or Accounts from time to time as the Company may determine, of a minimum charge in respect of Accounts that maintain only average credit balances of less than such minimum amount as the Company may from time to time determine.

在不損害第 13.1 條的一般原則下，客戶特此同意，若其任何帳戶的平均貸項結餘低於本公司不時釐定的最低金額，本公司可不時對有關帳戶收取由本公司釐定的最低收費。

13.3 All bank and safe custody charges shall be for the Client's account.

一切銀行費用及穩妥保管費用，將由客戶承擔。

14. Liabilities and indemnity

責任與彌償

In the absence of bad faith or wilful default of or by the Company:

若本公司並無不真誠或故意錯失：

- (a) the Company shall not under any circumstances whatsoever be liable to the Client in respect of any loss, damage, injury sustained or liability incurred by the Client by reason of any act, advice, statement (express or implied), default or omission of the Company or its employees, agents, representatives or Associate, whether such loss, damages, injury or liability be caused by breach or otherwise by the Company or its directors, employees, agents, representatives or Associate or howsoever caused;

在任何情況下，對於客戶因本公司或其僱員、代理人、代表或聯繫人的任何作為、意見、陳述（明確或隱含陳述）、錯失或不作為而蒙受或產生的任何損失、損害、傷害或債務（不論有關損失、損害、傷害或債務因本公司、其董事、僱員、代理人、代表或聯繫人的違約或任何其他方式所致），本公司概不向客戶承擔任何責任；

- (b) the Client agrees to indemnify the Company and the Company's directors, employees, agents, representatives and Associate against and hold them blameless from all expenses, liabilities, claims and demands, arising out of anything done (whether acting pursuant to the instructions of the Client or any of the Authorized Person, or otherwise) by the Company or any such person in connection with this Agreement, or by the Client or any of the Authorized Person (whether with or without the authority of the Client).

客戶同意就本公司或本公司的董事、僱員、代理人、代表或聯繫人基於本協議所作出任何事項（不論根據客戶或任何認可人士的指示行事或其他方式亦然）或客戶或任何認可人士所作出的任何事項（不論有否客戶授權亦然）而產生的一切支出、債務、申索及要求而向本公司及本公司的董事、僱員、代理人、代表及聯繫人作出彌償，並概不要求本公司或本公司的董事、僱員、代理人、代表或聯繫人承擔責任。

15. Warranties and undertakings

保證與承諾

15.1 The Client hereby represents and warrants that:

客戶特此陳述及保證如下：

- (a) where the Client or any one of them is a body corporate (in respect of such person):
若客戶或任何客戶屬於法人團體（就有關人士而言）：
- (i) it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;
客戶是一間正式註冊成立的法團，根據其註冊所在地及其經營業務的各其他地區的法律有效存在；
 - (ii) this Agreement has been validly authorized by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;
本協議經客戶的有關企業行動有效認可，並於簽訂及交付後，應按照本文的條款構成有效及具約束力的客戶義務；
 - (iii) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to the Company are true and accurate and still in force;
經已送交本公司的客戶註冊或登記證書、特許狀、法規、組織章程大綱與細則或組成或界定其組成的文件及客戶的董事會決議等核證真確副本，均屬真實準確及現仍有效；
 - (iv) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up, the Client; and

概無採取或正在採取任何步驟，藉以為客戶的資產委任接管人及／或財產接收管理人或清盤人，或將客戶清盤；及

- (v) unless otherwise disclosed to the Company in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exists no arrangements whereby any person other than the Client has or will have any interest in this Agreement or any Contract or Client Contract made pursuant hereto.

除非另行向本公司作出書面披露，否則客戶均以其本身帳戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓客戶以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有權益的安排。

- (b) where the Client or any one of them is an individual:

若客戶或任何客戶屬於個人：

- (i) the Client is legally capable of validly entering into and performing this Agreement and that he or she has attained the age of 18 years and is of sound mind and legal competence and is not a bankrupt; and

客戶在法律上有能力有效訂立及履行本協議，並年滿18歲及精神健全及具合法能力，亦非破產人；及

- (ii) the Client is trading on his/her own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any other person has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto.

客戶均以其本身帳戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓任何其他人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排。

- (c) where there are two or more persons included in the expression "the Client":

若「客戶」一詞包括兩人或多於兩人：

- (i) the liability of each such person hereunder shall be joint and several;

本文所載每名有關人士的責任及義務，均屬共同及個別性質；

- (ii) unless the Company shall have received written instructions from the Client directing otherwise, any one of them shall have full authority to give any instructions with respect to any Account or any Client Contract including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; to receive demands, notices, confirmations, reports, statements and other communications of any kind it being understood and agreed that such demands, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each of them notwithstanding that they have not been sent to or received by every one of them; generally to deal with the Company in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein;

除非本公司收到客戶發出與此相反的書面指示，否則任何有關人士具有充分授權發出任何與任何帳戶或任何客戶合約有關的指示，包括（但不限於）買賣或提出溢餘款項；收取各類要求、通知、確認書、報告、結單及其他通訊，惟須同意發給客戶的有關要求、通知、確認書、報告、結單及其他通訊，對各客戶均具約束力，即使並非每名客戶均獲發及收訖有關要求、通知、確認書、報告、結單及其他通訊亦然；基於本文而全面及詳實與本公司進行一般交往，猶如其他聯名帳戶持有人並不享有本文的任何權益一樣等指示；

- (iii) the Company shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any fund delivered by the Client in respect of any Account;
本公司概無責任或義務查究所發出的任何指示的目的或是否恰當，亦無義務監督如何應用客戶基於任何帳戶而交付的任何款項；
- (iv) notwithstanding any other arrangements which may have been made between them the rule of survivorship shall apply to the joint account hereunder and on the death of any one of them the moneys, securities and other property whatsoever for the time being standing to the credit of the joint account and anything held by the Company whether by way of security or for sale, custody or collection or any other purpose whatsoever shall be held to the order of the survivor(s) of them; and
儘管有關人士之間訂有任何其他安排，尚存者規則應適用於本文規定的聯名帳戶，而於任何有關帳戶持有人身故後，當時有關聯名帳戶貨項所記的款項、證券及其他財產、以及本公司持有的任何事物，不論作為抵押或出售、保管、收帳或任何其他用途，均應按有關聯名帳戶持有人的尚存者的指示持有；及
- (v) unless otherwise disclosed to the Company in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the persons signing this Agreement as the Client has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto.
除非另行向本公司作出書面披露，否則客戶均以其本身帳戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓以客戶身分簽署本協議的人以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排。
- (d) where the Client is a partnership and business is carried on under a firm's name:
若客戶屬於合夥，並以商號名義經營業務：
- (i) this Agreement shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner or by the death, insanity or bankruptcy or a retirement of any partner for the time being carrying on the business of or constituting the firm or otherwise; and
儘管有關合夥或商號的組成由於加入新合夥人或任何當時經營業務或組成有關商號的合夥人身故、精神錯亂、破產或退休或其他情況而出現改變。在各種用途上本協議將繼續有效並具約束力；及
- (ii) unless otherwise disclosed to the Company in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the partners for the time being of the Client has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto.
除非另行向本公司作出書面披露，否則客戶均以其本身帳戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何屬於客戶當時的合夥人以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排。
- (e) as regards all Clients:
就所有客戶而言：

- (i) the information given by the Client, or on the Client's behalf, to the Company in connection with the opening of any Account with the Company (including, without limitation, the information contained in the Client Information Statement) is true and complete and the Company shall be entitled to rely on such information until the Company receives written notice from the Client of any changes thereto;
由客戶或代表客戶發給本公司並與在本公司開立任何帳戶事宜有關的資料（包括（但不限於）客戶資料陳述書所載的資料）均屬真實及詳盡，而本公司有權倚賴有關資料，直至本公司收到客戶發出有關資料的任何書面更改通知為止；
- (ii) it has the authority and capacity to enter into and execute this Agreement and any Client Contract and that no one except the Client has an interest in the Account or Accounts;
客戶具有授權及能力訂立及簽訂本協議及任何客戶合約，而客戶以外任何人士對有關帳戶概不享有任何權益；
- (iii) the contents of this Agreement have been fully explained to the Client in a language the Client understands and the Client agrees with them;
現已採用客戶明白的語言向客戶詳盡解釋本協議的內容，而客戶同意有關內容；
- (iv) unless otherwise disclosed to the Company in writing, it is trading on its own account;
除非另行向本公司作出書面披露者，否則客戶以其本身帳戶進行買賣；
- (v) where the Client is not a principal and is acting as a nominee or trustee for any other person, it has disclosed fully and accurately such information as well as the identity of the principal to the Company and shall immediately notify the Company in writing of the identity of all persons ultimately beneficially interested in the Account and any changes to such information;
若客戶並非主事人，並出任任何其他人士的代名人或受託人，客戶已向本公司充分及準確披露有關資料及主事人的身分，並立即將所有最終享有帳戶實益權益的人士的身分及有關資料的變更書面通知本公司；
- (vi) that the Account is not an Omnibus Account (as such term is defined by the rules of HKFE); and
帳戶並非綜合戶口（詳見期交所規則有關該詞的釋義）；及
- (vii) the Risk Disclosure And Disclaimer Statements, have been fully explained to such Client in a language he understands and the Client declares that he understands the same. 現已採用客戶明白的語言向客戶詳盡解釋每份風險披露聲明及免責聲明，而客戶聲明其明白有關聲明及陳述書。

15.2 The Client agrees and undertakes promptly to:

客戶同意及承諾如下：

- (a) notify the Company if there is any material change in the information supplied in this Agreement and/or the Client Information Statement and/or the Declaration as to Persons Authorised to Give Instructions (if applicable), copies of which are annexed to this Agreement;
若本協議及／或客戶資料陳述書及／或獲認可發出指示人士申報書（如適用）（現於本協議隨附有關副本）提供的資料有任何重大變更，將會即時通知本公司；
- (b) notify the Company of any material changes to its financial position;

若客戶的財政狀況有任何重大改變，將會即時通知本公司；

- (c) furnish information and documents in relation to its financial position as requested by the Company;
按本公司要求即時提供客戶財政狀況有關的資料及文件；
- (d) furnish such other information concerning the Client as the Company may reasonably request;
按本公司合理要求即時提供與客戶有關的其他資料；
- (e) notify the Company in writing if any of the representations contained in this Agreement cease to be true and correct in all material respects; and
若本協議所載任何陳述在各重要方面不再真實正確，將會即時書面通知本公司；
及
- (f) notify the Company of the occurrence of any Event of Default upon its occurrence.
於發生任何違約事件後，即時將有關違約事件通知本公司。

15.3 The Company undertakes to advise the Client promptly of any material changes in the following:

本公司作出承諾，若以下任何項目有任何重大變更，將會即時通知客戶：

- (a) the name and address of the registered office of the Company;
本公司的名稱及註冊辦事處地址；
- (b) the Company's licensing or registration status with the SFC and the CE number of the Company;
本公司在證監會的持牌或註冊地位及本公司的證監會中央編號；
- (c) the nature of services to be provided to or made available by the Company to the Client;
本公司向客戶所提供服務的性質；
- (d) the rates of fees, charges and interest to be charged by the Company; and
本公司所收費用及收費率及利息的息率；及
- (e) the Margin requirements, the circumstances under which Margin call shall be made, and the circumstances under which the Client's positions shall be closed without the Client's consent.
保證金規定，將會發出追繳保證金通知的情況，以及毋須客戶同意即可將客戶持倉平倉的情況。

15.4 Upon request of the Client, the Company shall provide product specifications and any prospectus or other offering document covering the products offered by the Company to the Client.

於收到客戶要求後、本公司須向客戶提供本公司所銷售產品的產品說明書及任何銷售章程或其他銷售文件。

16. Currency transactions 貨幣交易

In the event that the Client directs the Company to enter into any contract on an Exchange on which Transactions are effected in a foreign currency:

若客戶指示本公司在任何交易所訂立任何以外幣進行交易的合約：

- (a) any profit or loss arising as a result of a fluctuation is the exchange rate effecting such currency will be entirely for the Client's account and risk;
由於有關貨幣的匯率波動產生的匯兌盈虧，將全部記入客戶的帳戶內，有關風險概由客戶承擔；
- (b) Margin shall be recorded in such currency or currencies, in such amounts as the Company may in the Company's sole discretion elect; and
將會按照本公司獨自酌情決定的貨幣及金額記錄有關保證金；及
- (c) the Company is authorized to convert funds in any Account into and from such foreign currency at a rate of exchange determined by the Company in the Company's sole discretion on the basis of then prevailing money markets rates.
本公司獲授權按照本公司根據當時通行的貨幣市場匯率而獨自酌情釐定的匯率，將任何帳戶的款項轉換成為本公司獨自酌情決定的貨幣，或從有關貨幣轉作帳戶貨幣。

17. Time of essence

時間乃要素

17.1 Time shall in all respects be of the essence of the performance of all the Client's obligations under or in connection with this Agreement.
在履行本協議所載或有關的所有客戶義務上，時間在各方面均為要素。

17.2 In the event that any document sent or despatched by the Client to the Company in connection with the Account or any order made by the Client or any Client Contract or Contract made on the Client's account is for any reason undated, the time and date as shown on the Company's time-chop as imprinted on such document at the time of its receipt by the Company shall be conclusive evidence of the time and date of the said document and the Company is hereby empowered on the Client's behalf to insert such time or date on such document accordingly.

若客戶因帳戶、客戶所作出的任何買賣盤或任何以客戶的帳戶訂立的客戶合約或合約而發送給本公司的任何文件，基於任何原因並未填上日期，則本公司於收訖有關文件之時在有關文件蓋上的日期印章所示日期及時間，應為所述文件的日期及時間的不可推翻證據，而本公司特此獲授權代表客戶按此在有關文件填上有關日期及時間。

18. Standing Authority for Client Money and Client Securities

客戶款項及客戶證券的常設授權

1. Unless otherwise defined, the terms used in this Authority shall have the same meanings as in the Securities and Futures Ordinance, the Securities and Futures (Client Money) Rules, the Securities and Futures (Client Securities) Rules, Options Trading Rules of SEHK, Rules of SEOCH as amended from time to time.

除非另有說明，本授權書之名詞與《證券及期貨條例》、《證券及期貨（客戶款項）規則》、《證券及期貨（客戶證券）規則》、《聯交所期權交易規則》、《聯交所規則》及《期權結算公司規則》不時修訂之定義具有相同意思。

2. The Client(s) acknowledge that the Client's assets (including Monies) received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

客戶確認持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》（第 571

條)及根據該條例制訂的規則可能有所不同。因此,有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

3. The Client(s) hereby agree to indemnify, and to keep indemnified, the Company and/or the Nominated Futures Brokers from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this Authority. This indemnity shall survive the revocation of this Authority. 客戶謹此同意就本公司及/或委任期貨經紀,因執行上述授權而可能產生、蒙受及/或承受一切虧損、損失、利息、費用、開支、法律訴訟、付款要求索償等向本公司及/或委任期貨經紀作出賠償,並保障本公司及/或委任期貨經紀免受損害。本授權被撤銷後仍繼續生效。

4. The Authority under this Clause shall be valid for a period of 12 months from the date of the account opening and may be extended from year to year by written notice and confirmation issued by the Company until revocation of this Authority. The Client(s) can revoke this Authority by sending a 14 days prior notice in writing to the Company. The notice period shall run from the date the Company has actually received such written notice. Subject to applicable laws, such revocation shall not affect any above transfer made prior to such revocation becoming effective.

本條的授權將於開戶日期起 12 個月內有效及可由本公司發出書面通知及確認而每年續延至本授權書被撤銷為止。客戶在給予本公司 14 日事前通知書便可撤銷本授權書。通知期由本公司確實收到該通知書當日起計。在受制於適用法律下,該撤銷將不會影響任何上述於該撤銷生效前已作出之資金轉戶。

5. The Client(s) acknowledge and agree that this Authority shall be deemed to be renewed on a continuing basis without the Client's written consent if the Company issues the Client a written reminder at least fourteen (14) days prior to the expiry date of this Authority, and the Client does not object to such deemed renewal before such expiry date.

客戶確認並同意,本公司若在本授權的有效期限滿前 14 日之前向客戶發出通知,提醒客戶本授權即將屆滿,而客戶沒有在授權屆滿前反對此授權續期,本授權應當作在不需要客戶以書面同意下按持續的基準已被續期。

6. Standing Authority for Client Money (Applicable to all accounts) 客戶款項常設授權(適用於所有帳戶):

- (a) The Client(s) hereby authorizes the Company to do any of the following without giving me notice:

本指示授權本公司在無須向本人發出通知的情況下作出以下任何行動:

- (i) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company and/or any companies within the group of companies (as defined in the Companies Ordinance) to which the Company belongs ("the Fulbright Financial Group") from time to time and may transfer any sum of Monies to and between such segregated account(s) to satisfy the clients' obligations or liabilities to the Fulbright Financial Group, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and

組合或合併客戶於本公司或任何本公司所屬的集團公司(根據《公司條例》所作之定義)(「富昌金融集團」)內的成員公司所開設及持有任何獨立賬戶,此等組合或合併活動可以個別地或與其他賬戶聯合進行,可將該等獨立賬戶內任何數額之款項作出轉移,以解除客戶對富昌金融集團內任何成員的義務或法律責任,不論此等義務和法律責任是確實或突然的,原有或附帶的、有抵押或無抵押的、共同或分別的;及

(ii) transfer any sum of Monies to any futures trading/clearing/settlement account(s) maintained by the Company with its agent broker(s) and/or clearing agent(s) for purpose of dealing in global futures transactions for and on behalf of me, if I maintain futures trading account(s) with the Company.

如客戶已在本公司開立期貨交易帳戶，則將任何款項轉帳至本公司為代表本人參與環球期貨交易買賣而向代理經紀人及/或清算代理人開立的任何期貨交易/結算/交收帳戶。

(iii) interchangeably between any of the said segregated account(s).

從任何上述的獨立賬戶之間來回調動。

(b) This authority is given to the Company in consideration of its agreeing to continue to maintain one or more trading account(s) at my choice with the Account Opening Form. 本授權的授予建基於本公司同意按客戶在本開戶申請表中要求開立的一個或多個交易帳戶 開立及持續運作該等帳戶。

(c) The Client(s) acknowledge that notwithstanding this Authority, the Company is not obliged to make any transfer abovementioned in the first paragraph hereof, in particular but without prejudice to the generality of the foregoing, if such transfer may result into a breach of any provision of any agreement made or to be made between the Company and the Client(s) (including without limitation the Agreement).

客戶 確認，儘管有本授權書，本公司並無責任作出任何以上第一段所述之資金轉戶，尤其(但以不影響本段前文之一般性規定為大 前提下)若該資金轉戶可能導致違反任何客戶與本公司已簽訂或將會簽訂之協議書(包括不限於「協議書」)內任何條款

(d) This Authority is given without prejudice to other authorities or rights which the Company and/or the Fulbright Financial Group may have in relation to dealing in the Monies in the segregated accounts.

本授權並不損害本公司及/或富昌金融集團可享有有關處理 該等獨立賬戶內款項的其他授權或權利。

(e) Client(s) acknowledge that their assets (including Monies) received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

客戶確認持牌人或註冊人在香港境外代表本人持有或收取的資產(包括款項)均應符合相關海外司法管轄區的適用法律法規規定，而該等法律法規或與《證券及期貨條例》及項下規則有所不同。因此，此類客戶資產或無法享有在香港境內持有 或收取該等客戶資產時所能享有的同等保障。

This authority has been fully explained to the Client(s), and the Client(s) understand and agree with the contents of this authority.

客戶就上述授權書的內容已獲得解釋，並且客戶明白及同意本授權書的內容。

19. Fulbright Easy Access

富昌一站通

Terms and Conditions for Client(s) who choose to receive the monthly statements and/or the daily statements (eStatements) through Fulbright Easy Access.

透過“富昌一站通”收取月結單及/或日結單(「電子結單」)之細則及條款：

As the Clients' request(s) for receiving the eStatements through "Fulbright Easy Access" at the Company's Website:

因客戶的要求以透過富昌網站“一站通”的方式收取電子結單：

The Client(s) hereby expressly acknowledge, agree and confirm that:

客戶在此確認、同意及承認：

1. The Company will send the Client all eStatements to the Client by Fulbright Easy Access at the Company website in lieu of printed statements by post.
本公司可透過其網站的“富昌一站通”以電子形式向客戶發出所有電子結單，以代替郵寄方式印刷的正本。
2. The Client shall view the eStatement(s) over the Internet on the Company's website on "as available" basis with the use of a designated username and password provided by the Company to the Client.
本公司會給客戶特定的網站登入帳戶和密碼，客戶應透過公司網站取覽客戶的電子結單。
3. The Company shall notify the Client the availability of eStatement(s) by sending a notice (email alert) to the Client's email address.
當客戶的電子結單已可取覽時，本公司將發出電郵通知客戶。
4. The Client shall check his/her designated email address regularly for the e-mail notice sent by the Company.
客戶應定期查看客戶指定電郵地址以收取有關本公司的通知。
5. The Company shall not be held responsible for information found on its web and any information and/or documents (including eStatements) delivered by the Company to the Client by the electronic means.
本公司將不為其網站資料的準確性及由本公司經電子方式傳送的資料或訊息（包括電子結單）負上任何責任。
6. The Client shall be exposed to risks associated with the electronic system including the failure of hardware and software of the Company and internet service providers. The information and/or documents may be intercepted by the unknown third party. The Client may incur additional costs for using the Fulbright Easy Access services.
本公司以電子形式提供予客戶的賬戶結單，客戶將面對有關電子系統故障的風險（包括本公司的軟件及硬體及網絡供應商的故障）。而該等資料及/或文件可能被不知名的第三者所截取。客戶或招致額外費用方可使用“富昌一站通”服務。
7. The Client shall be the only authorised user of the said username and password. The Client shall not, and shall not attempt to, tamper with, modify, de-compile, reverse engineer or otherwise alter in any way any part of the computer system of the the Company and/or gain unauthorised access to the Company's website and computer.
客戶應是該網站帳戶和密碼的唯一授權使用者。客戶將不會、也不意圖會干涉、更改、解編、還原工程或以任何對本公司的電腦系統進行任何改動或未經認可便進入本公司的特許網址和電腦。
8. The Client shall inform the Company as soon as practicable upon a change in the email address.
客戶如已更改電郵地址，應在切實可行的範圍內盡快通知本公司。
9. The Client shall promptly review the eStatements upon receiving the same from the Company to ensure that any errors are detected and reported to the Company as soon as practicable.

當客戶收到本公司的電郵後，應從速查閱客戶電子結單，以確保在切實可行的範圍內盡快發現任何錯漏並向本公司提出指正。

10. The Client shall save an electronic copy in the Client's own computer storage or print a hard copy of the eStatements for future reference.

客戶應把電子結單的電子版本儲存於客戶的電腦存儲裝置、或備存一份列印本，以作日後參考。

11. The eStatements will continue to be available for access, review and downloading by the Client for not less than the following respective specified period from the date of the email notification to the Client:

在由發給客戶的電郵通知的日期起計一段不少於以下指明期間的時間內，電子結單會持續可供客戶取覽、查閱及下載：

- (a) Daily statement of account, contract note and receipt: 1 month

日結單：1 個月

- (b) Monthly statement of account: 12 months

月結單：12 個月

12. The Client can revoke the Fulbright Easy Access services by 7 days notice to the Company and ask to obtain paper copies of the monthly statements and/or the daily statements.

客戶可最少以七天通知本公司撤銷“富昌一站通”服務，並要求以紙副本獲取有關月結單及/或日結單。

13. The above request(s) is/are made on Client's initiative and the Client has been invited to seek for independent advice, if the Client so wish.

上述要求是出於客戶本身的意願，及客戶已獲邀徵求獨立的意見〔如客戶有此意願〕。

20. Client Agreement and Acknowledgement for Online Account Opening

網上開戶客戶同意及承認

The Client hereby acknowledges, understands, confirms and agrees that the Client shall input his/her personal information into the designated online account opening form of the Company (including but not limited to the website or the mobile application of the Company) for operating his/her account(s) opened and maintained with the Company by way of electronic means via any electronic device prescribed by the Company (including but not limited to tablet computer or mobile phone) and use the Electronic Signature to sign on the relevant account opening documents and/or agreement(s). The Client hereby acknowledges, understands, confirms and agrees that the Electronic Signature signed by the Client is legally enforceable and shall be governed by the Electronic Transactions Ordinance (Cap. 553). The Client acknowledges, understands, confirms and agrees that all the information to be inputted by way of electronic means shall be automatically transmitted and recorded in the computer system of the Company and such information and records shall be used and relied on by the Company by way of electronic means. The Client hereby acknowledges, understands, confirms and agrees that the Client's signature signed by way of electronic means on the Online Account Opening Form and relevant account opening documents and/or agreement(s) has the same legal effect as the Client's signature signed on Account Opening Form and relevant account opening documents and/or agreement(s) in paper.

客戶謹此確認、承認、明白及同意客戶以本公司指定的電子方式於電子裝置(包括但不限於平板電腦或流動電話)於網上輸入客戶的個人資料於本公司指定的互聯網開戶表格(包括本公司網頁或流動裝置應用程式)以操作客戶開立及維持於本公司的帳戶，並使用電子簽署方式簽署有關開戶文件及/或協議書。客戶謹此確認、承認、明白及同意該電子簽署具有法律效力及受《電子交易條例》(香港法例第553章)管轄。客戶確認、承認、明白及同意所有以電子方式輸入於互聯網開戶表格的資料將自動輸送及記錄於本公司的電腦系統及該等資料及記錄將為本公司操作客戶在本公司的帳戶所使用及依賴，並會作電子方式紀錄。客戶謹此確

認、承認、明白及同意客戶以電子方式簽署於本公司之電子開戶表格及/或協議書等同於客戶在紙上之開戶表格及/或協議書上的簽署的法律效用。

21. Client Agreement and Acknowledgement for Online Change of Client's Information
網上更改客戶資料同意及承認

The Client hereby acknowledges, understands, confirms and agrees that the Client shall input his/her personal information into the designated online Fulbright Easy Access account of the Company (including but not limited to the website or the mobile application of the Company) for the change of Client's information by way of electronic means via any electronic device prescribed by the Company (including but not limited to tablet computer or mobile phone) and use the verification code (one time password) to confirm such instruction. The Client acknowledges, understands, confirms and agrees that all the information to be inputted by way of electronic means at Fulbright Easy Access shall be automatically transmitted and recorded in the computer system of the Company and such information and records shall be used and relied on by the Company by way of electronic means.

客戶謹此確認、承認、明白及同意客戶以本公司指定的電子方式於電子裝置(包括但不限於平板電腦或流動電話)於網上使用富昌一站通(包括本公司網頁或流動裝置應用程式)更改客戶資料，並使用認證碼(一次性密碼)確認有關指示。客戶確認、承認、明白及同意所有以電子方式輸入於富昌一站通的資料將自動輸送及記錄於本公司的電腦系統及該等資料及記錄將為本公司操作客戶在本公司的帳戶所使用及依賴，並會作電子方式紀錄。

22. Entire agreement
全部協議

The Risk Disclosure and Disclaimer Statements as set out in the Standard Terms and Conditions of the Company (as amended from time to time) shall form an integral part of this Agreement. This Agreement represents the entire agreement and understanding between the parties with respect to the Account and supersedes all previous agreements or understandings between the Company and the Client.

本公司之標準章則中所載之風險披露及免責聲明書(經不時修訂)，應成為本協議的主體部分，本協議代表各方訂立與帳戶有關的所有協議及諒解，並代替本公司與客戶先前訂立的所有協議或諒解。

23. Amendments, variations and additions.
修訂、變更及增訂

23.1 The Company reserves the right at any time by notice in writing to the Client to amend, vary or add to the terms of this Agreement including, without limitation, those relating to the rates of any charges or commission or fees of the Company and method of payment from time to time, taking effect on a date stipulated by the Company.

本公司保留於任何時間向客戶發出書面通知後不時修訂、變更或增訂本協議條款(包括本公司不時收取的任何費用、佣金或收費的費率及付款方法)的權力，而有關條款須於本公司規定的日期生效。

23.2 The Company shall have absolute rights to amend, delete or substitute any of the terms herein or add new terms to the Agreement. An amendment notice and the revised Agreement will be posted at the website at www2.ffg.com.hk. In addition, the Company will notify the Client on such revision. The Client should visit the Company's website from time to time for obtaining the latest Agreement and read the terms thereof. Such amendment, deletion, substitution or addition shall be deemed as effective and incorporated herein (and shall form part of the Agreement) on the date of publication of such amendment notice. The Client may raise written objection within fourteen (14) days after the publication of such amendment notice at the Company's Website. Failing which, it shall be deemed an acceptance of such amendment, deletion, substitution or addition.

本公司有絕對權利不時修訂、刪除、或取替本協議內的任何條款或增加新條款，並把修訂通知及修改後之本協議刊載於本公司網站 www2.ffg.com.hk內。本公司會通知客戶新的修訂，而客戶可不時登入本公司網站以獲得最新之本協議並需細閱其條款。該修訂、刪除、取替或增加的條款將於本公司網站刊載修訂通知當日生效，並被視為納入本協議內。客戶可於修訂通知在本公司網站上刊載當日後 十四天內以書面向本公司提出反對。否則被視為接受該修訂、刪除、取替或增加的條款。

23.3 The Company may notify the Client of any variation of the terms of this Agreement in accordance with Clause 21 or in such other manner as the Company may determine.

本公司可按照第21條的規定或本公司決定的其他方式，將本協議條款的任何變更通知客戶。

24. Closure of Account

結束帳戶

Any Account may be closed by the Client by giving not less than 14 days' notice in writing to the Company and any Account may be closed by the Company at any time by giving notice in writing to the Client. The Company shall not be obliged to provide the Client with the reason for closing the Client's Account.

客戶可向本公司發出不少於 14 天書面通知，從而結束任何帳戶，而本公司可於任何時間向客戶發出書面通知，從而結束任何帳戶。本公司並無義務向客戶提供結束客戶帳戶的原因。

25. Notices

通知

25.1 In event of the Company being required to give any notice to, or make any demand or request of the Client or otherwise being obliged to contact the Client in connection with this Agreement, notice (including any demand for Margin) may be personally delivered, transmitted by post, electronic mail, telex or facsimile or by telephone in each case to the address, electronic mail address or telex, facsimile or telephone numbers set out in this Agreement or otherwise as notified to the Company in writing from time to time.

若本公司基於本協議而須向客戶發出任何通知、作出任何繳款要求或要求，或有責任聯絡客戶，有關通知（包括任何保證金繳款要求）可面交或以郵遞、電子郵件、電傳或傳真或電話送交本協議列載或不時書面通知本公司的地址、電郵地址或電傳、傳真或電話號碼。

25.2 Notices to be delivered by the Client to the Company may be personally delivered, transmitted by post, telex or facsimile or by telephone to the address or telex, facsimile or telephone numbers set out in this Agreement or otherwise as notified by the Company from time to time.

凡客戶送交本公司的通知可面交或以郵遞、電傳、傳真或電話送交本協議列載或本公司不時書面通知的地址或電傳、傳真或電話號碼。

25.3 All notices and other communications shall be deemed to be duly given to the Client (a) if delivered personally or by telephone, when actually delivered to the Client; (b) if sent by post, two days after the date of posting; and (c) if given or made by telex or facsimile or electronic mail, when the same is sent in its entirety to the telex or fax number or electronic mail address of the Client; provided that any notice or other communication to be given by the Client to the Company shall be effective only when actually received by the Company.

凡通知及其他通訊，(a) 如面交或電話送交，應於實際送交客戶時當作妥為發給客戶處理；(b) 如郵遞送交，應於投寄後兩天當作妥為發給客戶處理；及 (c) 如以電傳、傳真或電子郵件送交，應於全文送交客戶的電傳或傳真號碼或電郵地址時當作妥為發給客戶處理；惟客戶發給本公司的任何通知或其他通訊，只會於本公司實際收訖後才屬有效。

25.4 Notwithstanding anything contained in this Clause 21, a demand for payment of Margin, variation adjustment and interest rate cash adjustment attempted to be given by the Company to the Client orally shall be deemed to have been duly given if the Company has used all practicable endeavors to communicate with the Client by telephone or other means of oral communication but the Client remains uncontactable.

儘管第21條載有任何規定，如本公司嘗試以口頭方式向客戶發出保證金、變價調整及利率現金調整的繳款要求，而本公司盡所有切實可行努力以電話或其他口頭通訊方式與客戶聯絡但依然無法聯絡客戶，則應當作妥為發出有關要求處理。

26. Cumulative remedies
可累積補償

Except as provided in this Agreement, the rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

除非本協議有所規定，否則本協議規定的權利、權力、補償及特權均可累積，並不排除法例規定的任何權利、權力、補償及特權。

27. Severability
可予分割

Each of the provisions in this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

本協議的每項規定均可分割，並獨立於其他規定。若任何一項或多項規定於任何時間屬於或成為失效或不可執行，則本協議的其餘規定的有效性、合法性及可執行性，均不會因而在任何方面受到影響或損害。

28. Force majeure
不可抗力

Neither of the parties to this Agreement shall be liable for any loss sustained by the other, directly or indirectly, if either party is prevented from acting as a direct or indirect result of government restrictions, the imposition of emergency procedures or suspension of trading of any relevant Exchange, Clearing House or other market, civil disorder, acts or threatened acts of terrorism, natural disasters, war, strikes or other circumstances beyond that party's control.

若本協議任何一方由於政府限制、宣佈採取緊急程序、或任何有關交易所、結算所或其他市場暫停買賣、內亂、恐怖活動或威脅、自然災害、戰爭、罷工或該方控制範圍外的其他情況而直接或間接無法行事，則對於另一方直接或間接蒙受的任何損失，任何一方概不承擔責任。

29. Personal Data (Privacy)
個人資料（保密）

29.1 Whilst the Client expects the Company to keep confidential all matters relating to the Account, the Client hereby expressly authorize the Company to provide to the SFC or the Exchange or the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

雖然客戶預期本公司將予該帳戶有關之事情保密，客戶謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，本公司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

29.2 The Client hereby acknowledges that the Client has read the Personal Information Collection Statement provided by the Company as attached to this Agreement hereto pursuant to the Personal Data (Privacy) Ordinance and has agreed to the terms in it. The

Client understands and acknowledges that the Company intends to use the Client's personal data for direct marketing and the Company may not so use the Client's data unless the Company has received the Client's consent to such intended use. The Client expressly acknowledges, confirms and agrees that unless the Client decides to opt out the use of his/her personal data for direct marketing by filling and signing the Direct Marketing-Consent/Opt Out Request Form or by giving notice to the Company at any time as stipulated in the Personal Information Collection Statement, the Company shall use the Client's personal data for direct marketing as agreed in the Account Opening Form

客戶在此承認客戶已詳閱本公司根據個人資料（私隱）條例發出附於本協議書的個人資料收集聲明，並完全同意其條款。客戶明白及承認本公司擬把客戶的資料使用於直接促銷及本公司須收到客戶對該擬進行的使用的同意，否則不得如此使用該資料。客戶清楚明白、承認及同意除非客戶決定以填寫及簽署直接促銷 - 同意／拒絕要求表格或根據個人資料收集聲明所載隨時通知本公司，本公司將根據開戶表格的同意使用客戶的資料於直接促銷。

30. Language of the Agreement

協議書文本

If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

本協議書之中英文本文義，如有歧義，將以英文本為準。

31. Payment to Client

付給客戶之款項

Except where the Company is given express written instructions to the contrary, in accordance with the terms of this Agreement, it may make payment of any amounts owing to the Client by crediting the same to the Account. Payment to such Account shall constitute payment to the Client for all purposes.

除本公司接獲明確的相反書面指示，按照本協議的條款，可將所欠客戶的任何款項存入帳戶內，在一切用途上，如將款項存入帳戶，應當作付款給客戶處理。

32. Suitability

合適性

If the Company solicits the sale of or recommends any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask the Client to sign and no statement the Company may ask the Client to make derogates from this clause.

假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本條款的效力。

33. Governing Law

法律

This agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。

RISK DISCLOSURE AND DISCLAIMER STATEMENT

風險披露及免責聲明書

The Client acknowledges the following risk factors in trading futures:-
客戶確認以下買賣期貨或衍生工具的風險：-

A. RISK OF TRADING FUTURES AND OPTIONS
期貨及期權交易的風險

The Client acknowledges that the risk of loss in trading futures contracts or options is substantial. In some circumstances, the Client may sustain losses in excess of the Client initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client position may be liquidated. The Client will remain liable for any resulting deficit in the Client account. The Client should therefore study and understand futures contracts and options before the Client trades and carefully consider whether such trading is suitable in the light of the Client's own financial position and investment objectives. If the Client trades options the Client should inform the Client of exercise and expiration procedures and the Client rights and obligations upon exercise or expiry.

客戶確認買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了備用指示，例如"止蝕"或"限價"等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對客戶的帳戶內任何因此而出現的短欠數額負責。因此，客戶在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合客戶。如果客戶買賣期權，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

B. ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING
關於期貨及期權買賣的額外風險披露

The Client acknowledges that this brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, the Client should undertake such transactions only if the Client understands the nature of the contracts (and contractual relationships) into which The Client is entering and the extent of the Client exposure to risk. Trading in futures and options is not suitable for many members of the public. The Client should carefully consider whether trading is appropriate for the Client in light of the Client experience, objectives, financial resources and other relevant circumstances.

客戶確認本聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言，客戶在進行任何上述交易前，應先瞭解將訂立的合約的性質(及有關的合約關係)和客戶就此須承擔的風險程度。期貨及期權買賣對很多公眾投資者都並不適合，客戶應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

FUTURES
期貨

1. Effect of "Leverage" or "Gearing"
"槓桿"效應

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has

deposited or will have to deposit; this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain the Client position. If the market moves against the Client position or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain the Client position. If the Client fails to comply with a request for additional funds within the time prescribed, the Client position may be liquidated at a loss and the Client will be liable for any resulting deficit.

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮"槓桿"作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓桿作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利客戶所持倉盤或保證金水平提高，客戶會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如客戶未有在指定時間內繳付額外的資金，客戶可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由客戶承擔。

2. Risk-reducing orders or strategies

減低風險交易指示或投資策略

The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

即使客戶採用某些旨在預設虧損限額的交易指示(如"止蝕"或"止蝕限價"指示)，也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如"跨期"和"馬鞍式"等組合，所承擔的風險也可能與持有最基本的"長"倉或"短"倉同的高。

OPTIONS

期權

3. Variable degree of risk

不同風險程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for the Client position to become profitable, taking into account the premium and all transaction costs.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。客戶應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, the Client will suffer a total loss of the Client investment which will consist of the option premium plus transaction costs. If the Client is contemplating purchasing deep-out-of-the-money options, the Client should be aware that the chance of such options becoming profitable ordinarily is remote.

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任(參閱上文"期貨"一節)。如所購入的期權在到期時已無任何價值，客戶將損失所有投資金額，當中包括所有的期權金及交易費用。假如客戶擬購入極價外期權，應注意客戶可以從這類期權獲利的機會極微。

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably.

出售("沽出"或"賣出")期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。

The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任(參閱上文"期貨"一節)。若期權賣方持有相應數量的相關資產或期貨或其他期權作"備兌"，則所承受的風險或會減少。假如有關期權並無任何"備兌"安排，虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time. 某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。

。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

期貨及期權其他常見風險

4. Terms and conditions of contracts

合約的條款及細則

The Client should ask the firm with which the Client deals about the terms and conditions of the specific futures or options which the Client is trading and associated obligations (e.g. the circumstances under which the Client may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

客戶應向替客戶進行交易的商號查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下客戶或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

5. Suspension or restriction of trading and pricing relationships

暫停或限制交易及價格關係

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit

breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold options, this may increase the risk of loss.

市場情況(例如市場流通量不足)及/或某些市場規則的施行(例如因價格限制或"停板"措施而暫停任何合約或合約月份的交易),都可以增加虧損風險,這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。如果客戶賣出期權後遇到這種情況,客戶須承受的虧損風險可能會增加。

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not.

此外,相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如,期貨期權所涉及的期貨合約須受價格限制所規限,但期權本身則不受其規限。

The absence of an underlying reference price may make it difficult to judge "fair value".

缺乏相關資產參考價格會導致投資者難以判斷何謂"公平價格"。

6. Deposited cash and property

存放的現金及財產

The Client should familiarize oneself with the protections given to money or other property the Client deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which the Client may recover the Client money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as the Client own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果客戶為在本地或海外進行的交易存放款項或其他財產,客戶應瞭解清楚該等款項或財產會獲得哪些保障,特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事,可能須受限於具體法例規定或當地的規則。在某些司法管轄區,收回的款項或財產如有不足之數,則可認定屬於客戶的財產將會如現金般按比例分配予客戶。

7. Commission and other charges

佣金及其他收費

Before the Client begins to trade, the Client should obtain a clear explanation of all commission, fees and other charges for which the Client will be liable.

在開始交易之前,客戶先要清楚瞭解必須繳付的所有佣金、費用或其他收費。

These charges will affect the Client net profit (if any) or increase the Client loss.

這些費用將直接影響客戶可獲得的淨利潤(如有)或增加客戶的虧損。

8. Transactions in other jurisdictions

在其他司法管轄區進行交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before the Client trades the Client should enquire about any rules relevant to the Client's particular transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client transactions have been effected. The Client should ask the firm with which the Client deals for details about the types of redress available in both the Client's home jurisdiction and other relevant jurisdictions before the Client starts to trade.

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易,或會涉及額外的風險。根據這些市場的規例,投資者享有的保障程度可能有所不同,甚或有所下降。在進行交易前,客戶應先行查明有關客戶將進行的該項交易的所有規則。客戶本身所在地的監管

機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，客戶應先向有關商號查詢客戶本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

9. Currency risks
貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Client own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

以外幣計算的合約買賣所帶來的利潤或招致的虧損(不論交易是否在客戶本身所在的司法管轄區或其他地區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

10. Trading facilities
交易設施

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: The Client should ask the firm with which the Client deals for details in this respect.

電子交易的設施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。然而，所有設施及系統均有可能會暫時中斷或失靈，而客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向為客戶進行交易的商號查詢這方面的詳情。

11. Electronic trading
電子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If the Client undertakes transactions on an electronic trading system, the Client 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 the Client order is either not executed according to the Client instructions or is not executed at all.

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。如果客戶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客戶的交易指示不能根據指示執行，甚或完全不獲執行。

12. Off-exchange transactions
場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which the Client deals may be acting as the Client's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Client undertakes such transactions, the Client should familiarise with applicable rules and attendant risks.

在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。為客戶進行交易的商號可能是客戶所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的

風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，客戶在進行該等交易前，應先瞭解適用的規則和有關的風險。

C. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

在香港以外地方收取或持有的客戶資產的風險

The Client acknowledges that the Client's assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章) 及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

D. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

提供代存郵件或將郵件轉交第三方的授權書的風險

If the Client provides the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for the Client to promptly collect in person all contract notes and statements of the Client's account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如客戶向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

E. DISCLAIMER

免責聲明

1. HKFE disclaimer

期交所免責聲明

Stock indices and other proprietary products upon which contracts are traded on HKFE may, from time to time be developed by the HKFE. The HKFE Taiwan Index is the first of such stock indices developed by the HKFE. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the HKFE ("Exchange Indices") are the property of HKFE. The process of compilation and computation of the Exchange Indices is and will be the exclusive property of and proprietary to the HKFE. The process and basis of the compilation and computation of the Exchange Indices may at any time be changed or altered by the HKFE without notice and the HKFE may at any time require that trading in and settlement of such futures or options contracts based on any of the Exchange Indices as the HKFE may designate be conducted by reference to an alternative index to be calculated. The HKFE does not warrant or represent or guarantee to any member of the HKFE or any third party the accuracy or completeness of any of the Exchange Indices or their compilation or computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the Exchange Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE in respect of the use of any of the Exchange Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited to those resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the Exchange Indices in the compilation and computation of any of the Exchange Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any member of the HKFE or any third party dealing with futures or options contracts based on any of the Exchange Indices. No claims, actions or legal proceedings may be brought by any member of the HKFE or any third party against the HKFE in connection with or arising out of matters referred to in this disclaimer. Any member of

the HKFE or any third party engages in transactions in futures and options contracts based on any of the Exchange Indices in full knowledge of this disclaimer and can place no reliance on the HKFE in respect of such Transactions.

作為在期交所買賣合約基準之股份指數及其他專利產品可由期交所不時發展。期交所台灣指數期貨為期交所發展之首個該等股份指數。可由期交所不時發展之期交所台灣指數及該等其他指數或專利產品(「期交所指數」)為期交所之財產。編製及計算各期交所指數之程序屬期交所之獨家財產及專利品。編製及計算期交所指數之程序及基準可在毋須通知之情況下由期交所隨時作出變動或更改，而期交所亦可隨時要求以期交所可能指定之任何期交所指數為基準之該等期貨或期權合約在買賣及結算時參考一項將會計算之替代指數。期交所概無就任何期交所指數或其編製及計算或任何有關資料之準確性或完整性而向任何會員或任何第三者作出保證或聲明或擔保，亦無就與任何期交所指數相關之任何事宜作出或暗示任何該等保證或聲明或任何類型之擔保。此外，期交所亦不會就任何期交所指數之使用或期交所或其委任以編製及計算任何期交所指數之任何一名或多名人士在編製及計算任何期交所指數時出現之不確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或不足(包括但不限於因疏忽引致之事宜)或任何會員或任何第三者因買賣以任何期交所指數為基準之期貨及期權合約而直接或間接導致之任何經濟或其他損失承擔任何責任或債務。任何會員或任何第三者概不得就與本免責聲明所述有關或因而產生之事宜向期交所提出索償、法律行動或法律訴訟。任何參與買賣以任何期交所指為基準之期貨及期權合約之會員或任何第三者均完全明瞭本免責聲明，並不會就該等交易對期交所作出任何依賴。

2. Stock index futures and options

股份指數期貨及期權

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of licence the use of the Hang Seng Index and four sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of options contracts and futures contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng indices for the purposes of and in connection with options contracts and futures contracts based on such other Hang Seng Indices (collectively "Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any member of the HKFE or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSI in respect of the use of the Hang Seng indices or any of them for the purposes of and in connection with the Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any member of the HKFE or any third party dealing with the Contracts or any of them. No claims, actions or legal proceedings may be brought by any member of the HKFE or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any member of the HKFE or any third party deals in the Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSI.

恒指服務有限公司(「恒指服務」)現時刊印、編製及計算多項股市指數，及可在恒生數據服務有限公司(「恒生數據」)不時要求下，刊印、編製及計算該等額外股市指數(合稱「恒生指數」)。恒生指數各自之標記、名稱及編製及計算方法為恒生數據之獨家財產及專利品。恒指服務經以許可證之形式，允許期交所使用恒生指數及恒生指數四類分類指數、恒生中資企業指數及恒生中國企業指數，純粹分別用作設立、推廣及買賣以該等指數為基準之期權合約及期貨合約以及可不時允許期交所相應使用任何其他恒生指數用作以該等其恒生指數期權合約及期貨合約(合稱「合約」)之基準。編製及計算任何恒生指數之程序及基準及任何有關公式或各項公式、成份股及系數可在無須通知之情況下由恒指服務不時作出變動或更改，而期交所可不時要求期交所可能指定之該等合約之買賣及結算參考一項或多項將會計算之替代指數進行。期交所或恒生數據或恒指服務概無就恒生指數或任何恒生指數及其編製及計算或其任何有關資料之正確性或完整性而給予任何會員或任何第三者保證或聲明或擔保，亦無就有關恒生指數或任何恒生指數給予或暗示任何該等保證或聲明或任何類型之擔保。此外，期交所、恒生數據或恒指服務亦不會就有關合約或任何合約及/或買賣合約而使用恒生指數或任何恒生指數，或恒指服務編製及計算恒生指數或任何恒生指數之不正確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或不足(包括但不限於因疏忽引致之事宜)或任何會員或任何第三者因買賣合約或任何合約而直接或間接導致之任何經濟或其他損失承擔任何責任或債務。任何會員或任何第三者概不得就本免責聲明所述所產生之事宜向期交所及/或恒生數據及/或恒指服務提出索償、法律行動或法律訴訟。任何買賣合約之會員或任何第三者均完全明瞭本免責聲明，並不會對期交所、恒生數據、及/或恒指服務作出任何依賴。

INTERNET FUTURES TRADING AGREEMENT

互聯網期貨交易協議書

THIS AGREEMENT is made the date stated in the Client Account Opening Execution Form:
本協議由以下雙方於客戶開戶執行表格所列之日期簽署：

BETWEEN

- (1) Fulbright Futures Limited, a company incorporated in Hong Kong with its registered office and principal business address at 9/F, Tower III of Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong and a licensed corporation [CE No. AME963] for Type 2 regulated activity (dealing in Futures contracts) and Type 5 regulated activity (advising on Futures contracts) under the Securities and Futures Ordinance and an exchange participant of The Stock Exchange of Hong Kong ("the Company"); and
富昌期貨有限公司（“本公司”），為一間在香港註冊成立的公司，其註冊及營業地址為香港九龍九龍灣常悅道9號企業廣場一期三座9樓，並為根據《證券及期貨條例》就第二類受規管活動（期貨合約交易）及第五類受規管活動（就期貨合約提供意見）獲發牌的持牌法團（中央編號：AME963），及聯合交易所有限公司交易所參與者；及
- (2) The party whose name, address and details are set out in the Account Opening Form ("the Client").
當事方（“客戶”），其名稱、地址和相關資料列於開戶表格中。

WHEREAS:

鑑於：

This Internet Trading Agreement is supplemental to the Futures Client's Agreement entered into by the Company ("the Client Agreement(s)") and the Client to which this Internet Trading Agreement is annexed whereby the Company agrees to provide to the Client with Internet Futures Trading Service which enables the Client to give Internet Futures Trading Instructions and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computers or mobile phones, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network ("Internet Futures Trading Service").

本互聯網交易協議乃本公司與客戶所訂立期貨客戶協議（“客戶協議”）之補充文件，藉此本公司同意向客戶提供互聯網期貨交易服務，使客戶能夠透過電腦或電話傳輸方式，在相容的個人、家庭、小型電腦或流動電話，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，發出互聯網期貨交易指示並獲取報價及其他資訊（“互聯網期貨交易服務”）。

Now IT IS HEREBY AGREED as follows:

合約雙方同意下列條款：

1. Interpretation

釋義

- 1.1 Terms defined in this Internet Trading Agreement have the same meanings as in the Client Agreement(s) unless stated otherwise.

本互聯網交易協議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。

- 1.2 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：

"Customer ID" means the Client's identification, used in conjunction with the Password, to gain access to the Internet Futures 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達有關互聯網期貨交易服務；

"Information" means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to Futures and the Futures markets;

「資訊」指與期貨及期貨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；

"Password" means the Client's password, used in conjunction with the Customer ID, to gain access to the Internet Futures Trading Service.

「密碼」指客戶的密碼，須配合登入號碼一起使用以接達有關互聯網期貨交易服務。

1.3 References to "Instructions" in the Client Agreement(s) are deemed to include Internet Futures Trading instructions given by means of Internet Futures Trading Service.

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

2. Using Internet Futures Trading Service

互聯網期貨交易服務的使用

2.1 On the issuance by the Company to the Client of its Customer ID and Password, the Internet Futures Trading Service shall be activated and the Company shall notify the Client.

當本公司向客戶發出登入號碼及密碼後，互聯網期貨交易服務將被啟動，同時本公司將向客戶發出相應通知。

2.2 The Company 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 the Company from time to time.

本公司有權要求客戶按本公司不時的通知，在執行其任何指示前存入現金和／或證券作為按金。

2.3 The Client hereby agrees that:

客戶同意：

(i) the Client shall use the Internet Futures Trading Service only in accordance with this Internet Trading Agreement, the Client Agreement(s) and the instructions and procedures as set out in the Company's Instruction Manual which is supplied to the Client from time to time;

將只按照本互聯網交易協議、客戶協議及本公司不時提供客戶的用戶指南，所規定的各種指示及程序使用互聯網期貨交易服務；

(ii) the Client shall be the only authorized user of the Internet Futures Trading Service;

客戶本人是互聯網期貨交易服務的唯一獲授權用戶；

(iii) the Client shall be responsible for the confidentiality and use of its Customer 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；

(iv) the Client shall be solely responsible for all Instructions entered through the Internet Futures Trading Service using its Customer ID and Password and any Instructions so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received;

客戶應對利用登入號碼及密碼而透過互聯網期貨交易服務所輸入的所有指示完全負責，本公司收到的任何指示將被視為由客戶於本公司收到的時間及以收到的形式發出；

- (v) the Client shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Customer ID or Password, or the Internet Futures Service or any Information;
如發現登入號碼及密碼有任何遺失，被竊或未經授權使用，客戶應立刻知會本公司；
- (vi) the Client shall immediately inform the Company if it becomes aware of any failure by the Client to receive a message that an order initiated by the Client through Internet Futures Trading Service has been received and executed through the Internet Futures Trading Service;
在客戶透過互聯網期貨交易服務發出指令後，若客戶獲悉其未能獲取顯示經已接獲及／或執行該指令之訊息，應隨即知會本公司；
- (vii) the Client shall provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept Internet Futures Trading communications from the Company at the e-mail address as the Client has specified;
向本公司提供客戶的互聯網期貨交易郵件地址，及立刻通知本公司客戶的互聯網期貨交易郵件地址的任何改動，並於客戶指定的互聯網期貨交易郵件地址接受本公司的互聯網期貨交易通訊；
- (viii) the Company 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 Futures Trading Service;
本公司可有絕對酌情權，對可透過互聯網期貨交易服務發出的指示之種類及指示之價格範圍預以限制；
- (ix) the Client agrees to pay all subscription, service and user fees, if any, that the Company charges for the Internet Futures Trading Service and authorizes the Company to debit the Client's Account with the same;
客戶同意支付因本公司提供互聯網期貨交易服務而須收取的所有訂購費、服務和用戶費（如有的話），並授權本公司可從客戶帳戶中扣除該類款項；
- (x) that the Client shall be bound by any consent the Client gives through the Internet Futures Trading Service for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Internet Futures Trading Service;
客戶應受任何透過互聯網期貨交易服務給予本公司，並同意本公司只通過互聯網期貨交易服務來向其提供任何通知、結單、交易確認及其他通訊的同意所約束；
- (xi) that the Client shall logoff the Internet Futures Trading Service immediately following the completion of each Internet Futures Trading Service session;
客戶在完成每次互聯網期貨交易服務時段後，應立即退出互聯網期貨交易服務系統；
- (xii) that the Client shall not use or permit the use of the Information or any part thereof for any illegal purpose;
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；
- (xiii) that the Client shall not disseminate the Information to third parties, and shall solely use the Information or any part thereof for its own use or in the ordinary course of 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 the giving of an Instruction via the Internet Futures Trading Service, the Client shall check via the Internet Futures Trading Service that its Instruction has been correctly acknowledged by the Company.

客戶通過互聯網期貨交易服務發出指示後，應通過互聯網期貨交易服務對所發出的指示是否已被本公司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 not be possible to amend or cancel an Instruction after it has been given through the Internet Futures Trading Service and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by the Company 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 Instruction.

在不限制上述的概括性原則下，客戶確認並同意，一旦通過互聯網期貨交易服務發出的指示後，未必能夠修改或取消，及指示只有在尚未被本公司執行時方有可能修改或取消，在這種情況下，本公司將盡可能修改或取消指示，但是，儘管本公司已確認有關修改或取消指示，也並不能保證該修改或取消一定會發生，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 In the case the Internet Futures Trading Service is not available, the Client shall place its Instructions in accordance with the Clause 5.1 of the Client Agreement(s).

如果互聯網期貨交易服務未能使用，客戶將根據客戶協議第5.1條之規定發出指示。

- 2.7 Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, the Client should ask the firm with which the Client deals for details in this respect.

互聯網期貨交易的設施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。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向為客戶進行交易的商號查詢這方面的詳情。

3. Provision of Information

資訊的提供

- 3.1 The Company may convey Information to the Client by Internet Futures Trading Service. The Client may be charged a fee for Information the Company provides that has been obtained from Exchanges, markets and from other third-parties that transmit Information (collectively referred to as the "Information Providers").

本公司可通過互聯網期貨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 The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Client shall:

資訊乃是本公司、資訊供應者或其他人士的財產，受版權保護，客戶應：

- (i) 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、複製或分發任受版權或其他知識產權（以及公開權及私穩權）所保障的任何資訊、軟件或其他資料；及

- (ii) not use the 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：

- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s);

在未獲得本公司和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；

- (ii) use the Information for any unlawful purpose;

將資訊用於任何非法目的；

- (iii) 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 futures 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期貨的交易平臺或交易服務。

3.4 The Client agrees to comply with reasonable written requests by the Company to protect the Information Providers' and the Company's respective rights in the Information and the Internet Futures Trading Service.

客戶同意將遵守本公司的合理書面要求，以保護資訊供應者及本公司各自在資訊和互聯網期貨交易服務中的權利。

3.5 The Clients shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.

客戶將遵守本公司不時作出的有關允許使用資訊的合理指示。

3.6 The Client authorizes the Company to provide information on the Internet Futures Trading Service supplied to the Client hereunder to the Information/Service Provider to enable the Company to comply with the license agreement between the Information/Service Provider and the Company relating to market datafeeds.

客戶授權本公司可將提供給客戶的互聯網期貨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"），從而使本公司能夠遵守資訊服務公司與本公司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 Futures Trading Service, and any software comprised in it, is proprietary to the Company.

客戶承認，互聯網期貨交易服務及其中包括的任何軟件乃屬本公司專有。

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 Futures Trading Service or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate this Internet Trading Agreement if at any time the Client breaches, or if the Company at any time reasonably suspects that the Client has breached, this warranty and undertaking.

客戶保證並承諾，他將不會以任何方式試圖篡改、修改、解編、倒序製造、或以其他任何方法改動該等軟件，亦不會試圖在未經授權下接達互聯網期貨交易服務或內裏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和承諾，或若本公司在任何時候有合理理由懷疑客戶已違反了此保證及和承諾，本公司將有權終止本互聯網交易協議。

- 4.3 The Client undertakes to notify the Company immediately if the Client becomes aware that any of the action described in Clause 4.2 hereinabove is being perpetrated by any other person.

客戶保證客戶知道有人作出上述4.2條款之行動時，會馬上通知本公司。

5. Limitation of Liability and Indemnification

責任及賠償限制

- 5.1 The Clients agrees, understands and acknowledges that the Company shall not be liable to the Client if the Client is not able to access its account information or request a transaction through the Internet Futures Trading Service.

客戶明白、同意及承認本公司不會對客戶不能存取客戶之帳戶資料及透過互聯網期貨交易服務要求負責。

- 5.2 The Company, its Associates, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation: 本公司、其業務代理、以及資訊供應者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）：

- (i) delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, Internet Futures Trading or other systems that are not under their control;
通過不受本公司控制的電話、互聯網期貨交易或其系統與本公司進行通訊往來的延誤、失靈或不準確；
- (ii) delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers;
資訊供應者提供的股市研究、分析、市場數據及其他資訊的延誤、不準確、遺漏或缺乏；
- (iii) unauthorized access to communications systems, including unauthorized use of the Client access number(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接入號碼、密碼、和／或帳戶號碼；及
- (iv) war or military action, government restrictions, labor 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 the Company, its Associates, its Correspondent Agents and the Information Providers harmless from and against any and

all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement(s) and this Internet Trading Agreement, applicable Futures 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 this Internet Trading Agreement.

客戶同意，如因客戶違反客戶協議（包括本互聯網交易協議），適用的期貨法例或規例、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穩權的侵犯，而使本公司、其業務代理及資訊供應者遭受的任何或所有索償、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，及保證本公司、其業務代理及資訊供應者不會因此而招致任何損失，即使終止本互聯網交易協議，客戶在此的責任仍然有效。

- 5.4 The Client accepts that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company 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，儘管本公司已盡力確保所提供資訊準確性和可靠性，本公司並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不確或遺漏而導致的任何損失或損害，本公司概不承擔責任（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

If the Client places any orders to the Company outside Hong Kong, the Client agrees to ensure and represents that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's orders are given. The Client further agrees that when in doubt, the Client shall consult with 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 that the Company shall not be liable for any of such cost.

倘客戶向本公司發出任何指令的地點為香港以外的地方，客戶同意確保及表明該等指令的發出將遵從於客戶發出指令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，本公司並不須就該等費用負上任何責任。

7. Termination of Internet Futures Trading Service

互聯網期貨交易服務之終止

- 7.1 The Company reserves the right to terminate the Client's access to the Internet Futures 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 Customer ID(s), Password(s) and/or account number(s), breach of this Internet Trading Agreement or the Client Agreement(s), discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the company and Information Providers.

本公司保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的進入號碼、密碼、和/或帳戶號碼，違反本互聯網交易協議或客戶協議，本公司取用繼續從任何資訊供應者獲得任何資訊、或本公司與資訊供應者之間的一項或多項協議被終止，終止客戶接達互聯網期貨交易服務或其任何部分。

- 7.2 In the event of termination by the Company, the Information Providers, and the Company shall have no liability to the Client, provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Internet Futures Trading Service not furnished to the Client as of the date of such termination.

若本公司終止互聯網期貨交易服務，資訊供應者及本公司將無需向客戶承擔任何責任，然而，若是在無任何理由下終止服務，本公司應按比例向客戶退還其已為互聯網期貨交易服務而支付，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 風險披露聲明書

The Client hereby understands and acknowledges that: -
客戶明白：-

- (1) Due to unpredictable traffic congestion of the Internet, an inherently unreliable medium of communication and that such unreliability is beyond the Company's control, there is a risk that communication over the Internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by the Company to minimize this risk, the Company 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 instruction with the Company 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本公司所能控制，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。雖然本公司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，本公司不承擔任何責任。倘若客戶不準備接受上述風險，客戶不應在互聯網向本公司作出任何指示。

- (2) Trading on an Internet Futures Trading system may differ from trading on other Trading systems. If the Client undertakes transactions on an Internet Futures Trading system, the Client 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 the Client's order is either not executed according to the Client's instructions or is not executed at all.

透過某個互聯網期貨交易系統進行買賣，可能會與透過其他互聯網期貨交易系統進行買賣有所不同。如果客戶透過某個互聯網期貨交易系統進行買賣，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客戶的交易指示不能根據指示執行、甚至完全不獲執行。

- (3) While the Company, the Exchange, the Clearing House and all related parties endeavor to ensure the accuracy and reliability of the information provided through the system, there is no guarantee that such information is accurate and reliable and that the Company, the Exchange, the Clearing House and related parties do not accept and liability (whether in text or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

本公司、香港聯合交易所有限公司（“聯交所”）、香港中央結算所有限公司（“中央結算所”）及所有有關人士致力確保該系統所提供資料的準確性及可靠性，惟資料的準確性及可靠性並無保證、且本公司、聯交所、中央結算及所有有關人士概不須就任何因不準確或錯漏所產生的任何損失或損毀承擔任何責任（不論以文本或合約或其他形式）。

9. General 一般事項

- 9.1 Where any conflict arises between the Client Agreement(s) and the provisions of this Internet Trading Agreement, the provisions of the latter shall prevail. The Client hereby agrees, confirms and acknowledges that the Internet Trading Agreement forms an integral part of the Client Agreement(s).

如客戶協議與本互聯網期貨交易協議之條款有任何衝突，以後者之條款為準。客戶在此同意、承認、確認互聯網期貨交易協議為客戶協議組成之一部份。

- 9.2 In the event of any dispute between the parties, the Client agrees that the records of the Company (including Internet Futures Trading records) shall prevail.
倘若雙方出現任何爭議，客戶同意以本公司的記錄(包括互聯網期貨交易記錄)為準。
- 9.3 The Company may change the terms in this Internet Trading Agreement from time to time by giving the Client reasonable notice in writing or via Internet Futures Trading Service.
本公司可不時修改本互聯網交易協議之條款，並會以書面方式或透過互聯網期貨交易服務向客戶發出合理通知。
- 9.4 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires:
本協議標題之加入，只供參考及將不能影響本合同的結構及解釋。在本合約中，除非內容另有指明外：
- (i) words denoting the singular include the plural and vice versa; and
文字包括眾數及單數；及
 - (ii) words importing one gender include every gender.
文字包括所有性別。
- 9.5 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.
本協議之中英文版本文義如有歧義，請以英文版本為準。

10. Governing Law

法律

This agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。

TAX INFORMATION AND COMMON REPORTING STANDARD

ADDENDUM TO FUTURES CLIENT'S AGREEMENT

期貨客戶協議書的稅務信息與共同匯報標準附件

“Account” means any account opened or to be opened and maintained in the name of the Client pursuant to the above Agreement;

「帳戶」指根據以上協議的規定，任何以客戶名義開立或開立並維持的帳戶；

“Account Information” means any information relating to the Account including without limitation the account number, account balance or value, gross receipts, withdrawals and payments from the account.

「帳戶資料」指關於帳戶的任何資料，包括但不限於帳戶號碼、帳戶結餘或價值、帳戶的總收入和收支。

“Applicable Laws and Regulations” means:

「適用法律法規」指：

- (i) any applicable local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules, codes of practice, (including those relating to CRS, FATCA or an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and

任何適用的本地或外地法律、憲法、法例（例如該條例）、法規、付款要求、指示、指引、守則、實務守則（例如證監會的操守準則）、指引說明、規則、附例、慣例和相關市場、政府或監管機構、交易所、結算所及／或其他機構的慣例、使用、裁斷、解釋、標準、徵費及／或行政要求（包括有關共同匯報標準，FATCA或不論是否與兩個或以上司法管轄區的政府或監管機關之間訂立的政府與政府間的協議有關的）；及

- (ii) any agreements between Fulbright Futures Limited or its Affiliates (or that of any other Fulbright Group Companies, as the case may be) and any government or taxation authority in any jurisdiction; and including but not limited to FATCA, CRS and any agreement entered into by any Fulbright Group Company and any applicable intergovernmental agreement entered into pursuant to FATCA or CRS).

富昌期貨／（或任何其它富昌集團公司）與任何司法管轄區的任何政府或稅務機關之間的協議（包括但不限於任何其它富昌集團公司按照FATCA或共同匯報標準而簽訂的任何協議）。

“Authority” means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organization, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong.

「機關」指不論在香港以內或以外的任何管轄區的任何全國、國家或當地政府、其任何政治分部、任何代理、機關、媒介（不論是司法還是行政的）、監管或自我監管機構、執法機關、法院、中央銀行或稅務或稅收機關。

“Consenting Person” means the Client and any Person other than the Client who is beneficially interested or financially interested in the payments with respect to the Account.

「同意人士」指客戶及除客戶以外對於帳戶的各項付款有實益權益或財務權益的任何人士。

“Controlling Person” means the natural person(s) who exercise control over the Client who is an entity. In the case of a trust, it means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

「控權人」指對作為實體的客戶行使控制權的自然人。就信託而言，「控權人」指屬該信託的財產授予人、受託人、保護人（如有的話）、受益人或某類別受益人的成員的個人；及任何能對該信

託的管理行使實際最終控制權的自然人，就並非信託的法律安排而言，「控權人」指處於相等或相似位置的人士。

“CRS” means

「共同匯報標準」指

- (i) the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard; or
經濟合作與發展組織財務帳戶信息自動交換標準；或
- (ii) any legislation of any jurisdiction giving effect to, or otherwise relating to the aforementioned Common Reporting Standard.
任何管轄區為實行上述標準而制訂或以其他方式涉及上述標準的任何法律。

“FSL” means Fulbright Futures Limited.

「富昌期貨」指富昌期貨有限公司。

“FFL” means Fulbright Futures Limited.

「富昌期貨」指富昌期貨有限公司。

“Fulbright Group Companies” means any affiliated entity of FSL (including, but not limited to, FFL or any other associated company) deemed under FATCA and Fulbright Group Company means any one of them. 「各富昌集團公司」指 富昌期貨在 FATCA 下的任何聯屬實體(包括(但不限於)富昌期貨或任何其他關聯公司)；而「富昌集團公司」則指他們任何之一。

“FATCA” means Section 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended modified and/or supplemented from time to time and any associated similar or analogous legislation, treaty, intergovernmental agreement, regulation, instruction, or other official guidance of any Authority in any jurisdiction whether within or outside of Hong Kong.

「FATCA」指美國的《1986 年國內稅收法》(不時修訂、修改或補充)第 1471 至 1474 條以及任何聯屬、類似或相似的法例、條約、政府與政府間的協議、法規、指示或不論香港以內或以外的任何管轄區的任何機關的其他官方指引。

“Person” means an individual, corporation, company, partnership, joint venture, trust, estate, limited liability company, unincorporated organization or other entity.

「人士」指個人、法團、公司、合夥業務、合資企業、信託、產業、有限責任公司、非法團組織或其他實體。

“Personal Information” in respect of the Client any Controlling Person or Consenting Person

「個人資料」，關於客戶、任何控權人和任何同意人士而言：

- (i) where the Client, and any Consenting Person is an individual, Personal Information include his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any ID and passport numbers, taxpayer identification number(s), social security number, nationality(ies), citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such information as FFL and/or its Affiliates may reasonably require regarding the Client and any Controlling Person or Consenting Person;
如客戶、任何控權人和任何同意人士是個人，個人資料是指其全名、出生日期和地點、住址、郵遞地址、聯絡資料(包括電話號碼)、任何身份證及護照號碼，以及任何稅務識別號碼、社會保障號碼、國籍、公民權、居民權及稅務居地證或(如適用)富昌期貨或/及其聯屬人合理要求提供關於客戶、任何控權人和任何同意人士的資料；
- (ii) where the Client and any Consenting Person is a corporate/entity, its date and place of incorporation or formation, registered address, mailing address, residency(ies), address of place of business, tax identification number, tax status, tax residency, registered address,

address of place of business or (if applicable) such information as FSL and/or its Affiliates may reasonably require.

如客戶、任何控權人和任何同意人士是法團/實體，是指其註冊成立或組成的日期和地點、註冊地址、業務地址或地點、稅務識別號碼、稅務狀況、稅務居地、註冊地址、郵寄地址、居住地、業務地址或地點或（如適用）富昌期貨或／及其聯屬人合理要求提供關於其每名大股東和控權人的資料。

“Tax Information” in respect of the Client, any Controlling Person or Consenting Person, means:

「稅務資料」，就客戶、任何控權人和任何同意人士而言，指：

- (i) any documentation or information (and accompanying statements, waivers and consents as FFL and/or its Affiliates may from time to time require or as the Client, any Controlling Person or Consenting Person from time to time give) relating, directly or indirectly, to the tax status of the Client, any Controlling Person or Consenting Person;

直接或間接關於客戶、任何控權人和任何同意人士的稅務狀況的任何文件或資料（以及富昌期貨或／及其聯屬人不時要求或客戶、任何控權人和任何同意人士不時給予的隨附報表、豁免及同意）；

- (ii) Personal Information of the Client, any Controlling Person or Consenting Person; and (iii) Account Information.

客戶、任何控權人和任何同意人士的個人資料；及(iii)帳戶資料。

“OECD” means The Organisation for Economic Co-operation and Development. The OECD has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD’s Automatic Exchange of Information (AEOI) website: www.oecd.org/tax/automaticexchange/
「OECD」指經濟合作與發展組織。經濟合作與發展組織為參與使用共同匯報標準的各國政府制定規則，規則詳情可瀏覽經濟合作與發展組織的自動交換資料（AEOI）網站上：www.oecd.org/tax/automatic-exchange/

1. The Client must provide FFL and/or its Affiliates with its Personal Information, and where reasonably required by FFL and/or its Affiliates, of any Controlling Person or Consenting Person, in such form and within such time, as FSL and/or its Affiliates may from time to time require.

客戶必須按照富昌期貨或／及其聯屬人不時要求的格式和時間，向富昌期貨或／及其聯屬人提供其個人資料，而如富昌期貨或／及其聯屬人合理要求，同時提供任何控權人或任何同意人士的個人資料。

2. When there is a change or addition to its Personal Information, and, where applicable, of any Controlling Person or Consenting Person, the Client must update FSL and/or its Affiliates promptly (and in any event no later than 30 days from the date of the change or addition) of the change or addition.

如其個人、任何控權人或任何同意人士資料有更改或增加及如適用時，客戶必須及時（及無論如何不遲於更改或增加之後 30 天）向富昌期貨或／及其聯屬人提供所更改或增加的資料。

3. The Client must, and, where applicable, procure such other Controlling Person or Consenting Person to, complete and sign such documents and do such things as FFL and/or its Affiliates may reasonably require from time to time for purposes of compliance with any Applicable Laws and Regulations.

客戶必須及（如適用者）促使其他控權人或同意人士按照富昌期貨或／及其聯屬人為了符合任何適用法律法規而不時提出的合理要求，填寫和簽署文件和作出事情。

4. The Client agrees that FFL and/or its Affiliates may directly require any other Controlling Person or Consenting Person to provide or confirm accuracy of their Personal Information without involving the Client if FFL and/or its Affiliates reasonably consider it to be appropriate.

客戶同意，如富昌期貨或／及其聯屬人合理認為合適，富昌期貨或／及其聯屬人可直接要求

任何其他控權人或同意人士提供他們的個人資料或確認他們的個人資料真確，而無須牽涉客戶。

5. The Client agrees that any Fulbright Group Company may (i) collect and maintain information; (ii) report the Account or disclose Tax Information relating to himself and any other Controlling Person or Consenting Person to any Authority in any jurisdiction for the purpose of ensuring compliance with Applicable Laws and Regulations on the part of FFL, its Affiliates, or on the part of any Fulbright Group Company.

客戶同意，任何富昌集團公司可以為了確保富昌期貨一方、其聯屬人或任何富昌集團公司一方符合適用法律法規而(i)收集及維護資料；(ii)匯報其帳戶或披露關於他自己及任何其他控權人或同意人士的稅務資料給任何管轄區內的任何機關。

6. The Client waives, and, where reasonably required by FFL and/or its Affiliates, agree to procure any other Controlling Person or Consenting Person to waive, any applicable restrictions which would otherwise hinder FFL's, its Affiliates', or any Fulbright Group Company's ability to disclose Tax Information in the manner described in paragraph 5.

客戶放棄並(如富昌期貨或/及其聯屬人合理要求)同意促使任何其他控權人或同意人士放棄任何適用的限制，否則此等限制會阻礙富昌期貨、或、其聯屬人或任何富昌集團公司按照第5段說明的方式披露稅務資料的能力。

7. The Client agrees that FFL and/or its Affiliates may directly require any other Controlling Person or Consenting Person to agree to the reporting or disclosure described in paragraph 5 and/or waive any otherwise applicable restrictions on such disclosure, if FFL and/or its Affiliates reasonably consider it to be appropriate.

客戶同意，如富昌期貨或/及其聯屬人合理認為合適，富昌期貨或/及其聯屬人可直接要求任何其他控權人或同意人士同意作出第5段說明的匯報或披露及/或放棄任何如非這樣便適用的披露限制。

8. The Client agrees that FFL and/or its Affiliates may take one or more of the following actions at any time if it considers necessary or desirable to comply with all Applicable Laws and Regulations:

客戶同意，如富昌期貨或/及其聯屬人認為必要或合宜以符合所有適用法律法規，可以隨時採取以下一種或多種行動：

- (a) deduct from or withhold part of any amounts payable to the Client under the Account;
自帳戶中部分扣減或預扣任何應付給客戶的金額；
- (b) terminate the Account and discontinue entirely or in part FFL's relationship with the Client;
終止帳戶和完全或部分中止富昌期貨或/及其聯屬人與客戶的關係；
- (c) report or provide (whether before or after the termination of the Account) the Tax Information relating to the Client and/or any of the Controlling Person or Consenting Persons to such Authority in any jurisdiction, as may be required for FFL and/or its Affiliates to ensure compliance with any Applicable Laws and Regulations.
為了富昌期貨或/及其聯屬人確保符合任何適用法律法規的需要，(不論在帳戶終止之前或之後)匯報或提供關於客戶及/或任何控權人或同意人士的稅務資料給任何管轄區的機關。

9. The Client confirms and agrees that, without prejudice to any other provisions of the Terms and Conditions:

客戶確認並同意，在不影響條款及條件的任何其他條文下：

- (a) he has read this Addendum, has received adequate explanation from FFL (or the Client's broker, lawyer, or tax advisor, as applicable), and understands the implications of this Addendum by which he irrevocably agrees to be bound;
他已閱讀本附件、從富昌期貨(或客戶的經紀、律師或稅務顧問(以適用者為準))

方面收到足夠的解釋，並且明白本附件的含意，而他不可撤銷地同意受其約束；

- (b) any agreement, waiver, confirmations given in, or to be given pursuant to, this Addendum are irrevocable;

本附件內或按照本附件而作出的任何協議、放棄或確認均不可撤銷；

- (c) no Fulbright Group Company, including FFL nor its Affiliates, shall be liable for any costs or loss that the Client (or any other Controlling Person or Consenting Persons) may incur because of a Fulbright Group Company taking any actions permitted by or exercising any powers under this Addendum;

任何富昌集團公司包括富昌期貨或/及其聯屬人均無須對客戶（或任何其他控權人或同意人士）因為某富昌集團公司採取本附件許可的任何行動或行使本附件下的任何權力而產生的任何費用或損失負責；

- (d) the amount (if any) payable by FFL and/or its Affiliates where FFL and/or its Affiliates exercises its right to terminate the Account under this Addendum may differ from the amount payable where the Client surrenders or terminates the Account pursuant to other provisions of the Terms and Conditions;

當富昌期貨或/及其聯屬人行使本附件下的權利終止帳戶時，富昌期貨/或/及其聯屬人應付的金額（如有）可以與客戶按照條款及條件的其他條文放棄或終止帳戶時應付的金額不同；

- (e) the Client must obtain or, as the case may be, have obtained the requisite consent from each Controlling Person and/or Consenting Person for the provision of his/her Tax Information to FFL and/or its Affiliates and the disclosure of any of such Tax Information by FFL and/or any Fulbright Group Company under this Addendum;

客戶必須取得或（視情況而定）已經取得所需的每名控權人及/或同意人士的同意，將其稅務資料提供予富昌期貨或/及其聯屬人，以及讓富昌期貨/或任何富昌集團公司在本附件下披露任何此等稅務資料；

- (f) the Client must inform each Controlling Person and/or Consenting Person of FFL 's and/or its Affiliates' powers under this Addendum;

客戶必須將富昌期貨或/及其聯屬人於本附件下的權力通知每名控權人及/或同意人士；及

- (g) the Client agrees and warrants that it will provide accurate and complete Personal Information and Tax Information including any declaration of tax residency(ies) to FFL under this Addendum;

客戶同意並保證將按照本附件向富昌期貨提供真確及完整的個人資料和稅務資料，包括任何稅務居地證聲明；

- (h) the Client agrees that his obligation under this Addendum, including without limitation the obligation to provide information and documentation to FFL and to notify FFL within 30 days of any change in the Personal Information and Tax information relating to his account, constitutes a continuing obligation under the Terms and Conditions; and

客戶同意按照本附件列明的義務，包括但不限於向富昌期貨提供資料和文件的義務，並於其個人資料及稅務資料有任何更改後 30 天內通知富昌期貨，以構成條款下的持續責任；及

- (i) FFL and/or its Affiliates may report the Tax Information or disclose any and all information related to the Account to any government or tax authority (whether within or outside Hong Kong) and whether before or after the exercise of a termination right under this Account by FFL .

富昌期貨或/及其聯屬人可以匯報稅務資料或披露任何及所有關於帳戶的資料給任何政府或稅務機關，不論該機關在香港以內或以外，也不論是在富昌期貨/或/及其聯

屬人行使該帳戶下的終止權之前或之後。

10. The Client agrees that FFL may gather, store, use, process, disclose and report to the any Authority or any other person such information (including any information relating to any of the Account(s) with FFL and any transaction or dealing with the Client and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client) necessary or helpful for FFL to comply, as a result of the Client's US tax status or the status of any beneficial owner of the Client, with any obligation that FFL has or may become subject to in the future, whether in accordance with the provisions of any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process, or assumed by FFL pursuant to an agreement with the another Authority, to provide information or documentation, or necessary or helpful for FFL to avoid or minimize the application of the FATCA Withholding Tax on payments that FFL may receive or that FFL may make to the Client.

客戶同意富昌期貨可收集、儲存、使用、處理、向任何機關或任何其他人士披露及報告，可以或有助富昌期貨，根據客戶或任何客戶的受益者之美國稅務狀況，遵循未來必須或可能承擔的義務之資訊(包括任何有關客戶在富昌期貨的帳戶及任何與客戶間的交易或商業往來資料，以及任何客戶的直接或間接受益者、受益人或控制人的個人資料)，此等義務包括依據任何法律、指令、法規、規則、司法或行政命令、判決、命令、政府法案、批准、裁定、令狀或其他司法或行政執行的程序，或富昌期貨與機關的約定，去提供資料或文件，或其他必須或有益的資訊以使富昌期貨在可能收取的款項或富昌期貨/可能支付給客戶的款項上，可以避免或減少FATCA扣繳稅的應用。

11. The Client agrees to provide FFL, within 90 days upon FFL's request, with:

客戶同意在收到富昌期貨要求後 90 日內，提供：

- (a) any documentation or information relating to its identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client (including IRS Forms W-9, W-8BEN and W-8IMY or other self-declaration form);
任何有關客戶身份及稅務狀況以及任何客戶的直接或間接受益者、受益人或控制人之文件或資料(包括IRS 表格W-9, W-8BEN 與W-8IMY)；
- (b) any documentation or information relating to the direct or indirect ownership or holding of any of the Account(s) with FFL or any product, service, assistance or support whatsoever provided by FFL to the Client from time to time; and
任何有關客戶在富昌期貨帳戶的直接或間接擁有者或持有者，或有關富昌期貨不時提供客戶之商品、服務、協助或資助等之文件或資料；
- (c) such written consents and waivers of applicable data protection legislation or other rules or regulations in a form provided or approved by FFL from the Client's direct and indirect beneficial owners for the purpose of permitting FFL to take the actions set forth in Clause 10.
為了允許富昌期貨執行第 10 條規定，由客戶直接或間接受益者，以富昌期貨同意或核准的表格，出具之豁免適用之個人資料保護法律或其他法例或規則之書面同意或豁免。

12. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Terms and Conditions.

除非本文件內另有定義，否則所有大楷書寫的字詞應具有條款及條件內列明的意思。

13. This Addendum, as amended and/or supplemented from time to time, shall become an integral part of all contracts, agreement and other binding arrangements which you enter into with FFL. FFL shall notify you of any material changes although it shall be your responsibility to ensure that you are referring to the current version of the Addendum, which will be made available on our corporate website at: <http://www.ffg.com.hk/>

本附件屬閣下與富昌期貨簽訂的所有合同、協議及其他具約束力的安排的組成部分。富昌期貨有權於任何時間對本附件的任何條款進行增加、修改或刪除。任何修改將會顯示在富昌期貨的網站內 <http://www.ffg.com.hk/>。富昌期貨會就本附件的任何重大更改通知客戶，雖然查看附件的現行版本是客戶的責任。

14. **In the event of any inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum will prevail.**

倘若本附件的條文與協議的有任何不符之處，以本附件的條文為準。

FULBRIGHT FUTURES LIMITED ("the Company")
PERSONAL INFORMATION COLLECTION STATEMENT
富昌期貨有限公司 (“本公司”)
個人資料收集聲明

This Statement is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong Special Administrative Region) (the "Ordinance") in relation to the supply of Client's personal data to the Company for (i) the opening or maintenance of Client account(s) (the "Account") for securities trading and related services with the Company and (ii) any other related services incidental thereto.

此聲明是依照香港特別行政區法例第486章個人資料(私隱)條例("條例")作出的。它是關於客戶(i)在本公司開立或持續操作帳戶("帳戶")以作證券買賣及有關服務及(ii)其他相關服務時客戶向本公司提供個人資料的聲明。

1. Purposes of Collection
收集目的

1.1 The personal data provided by Client to the Company and in any documentation which comes into existence as a result of (i) Client's opening or maintenance of the Account with the Company or (ii) Client seeking investment advice from the Company, will be used by the Company for the following purposes:-

客戶因(i)在本公司開設或持續操作帳戶和(ii)向本公司徵求投資建議而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途：-

(a) conducting credit review through credit report agencies both in Hong Kong Special Administrative Region ("HKSAR") and overseas, processing of Client's application for grant of credit or margin facilities by the Company or the maintenance and the review of such credit or margin facilities (if applicable);

透過本港及海外的信貸報告中介進行信貸審查、處理客戶向本公司申請給予信貸或「孖展」或持續操作及審查該等信貸或「孖展」的安排(如適用)；

(b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities on behalf of Client; 代客戶購買、出售、投資、交易、收購、保管、處置及辦理與各種證券有關的事務；

(c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of the Securities and Futures Commission ("SFC"), the rules and regulations of The Stock Exchange of Hong Kong Limited (the "Exchange") and Hong Kong Securities Clearing Company Limited ("the Clearing House"); and

保存有關資料以符合本港所制訂和有效的有關證券交易的條例及附屬規例和符合證券及期貨事務監察委員會(“證監會”)的守則，以及符合香港聯合交易所有限公司(“聯交所”)、香港中央結算有限公司(“中央結算”)的規則及規例；及

(d) direct marketing and/or cross-selling of the financial and/or investment products and services provided by the Company and/or any of its direct or indirect holding companies, subsidiaries of such holding companies, affiliated companies and other related companies (the "Group") as stated under Paragraph 4 herein below.

在以下第4段所述的直接促銷及/或交叉銷售本公司及/或其他任何本公司直接或間接持有的公司、該等公司的子公司、聯繫公司及其他相關公司(“本集團”)所提供的財務及/或投資產品及服務。

2. The Obligation to Provide Personal Data
提供個人資料的責任

2.1 It is obligatory for Client to supply the personal data as required by the Company. If Client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide any services to Client.

客戶有責任向本公司提供所需的個人資料。如客戶未能提供所需得個人資料，本公司可拒絕為客戶開設或持續操作帳戶或向客戶提供任何服務。

- 2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to Client's obligations under the Ordinance.

鑒於客戶在條例下的責任，當客戶向本公司提供個人資料時，客戶須確認所提供的資料為正確。

3. Disclosure of Information
資料的披露

- 3.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing, the Company's auditors and/or service providers providing administrative support or other back office services to the Company such information as it requires to operate Client's account or execute Client's orders relating to the activities described in 1.1(b) above, including without limitation any credit reporting agency(ies) and service provider(s) in Hong Kong, China or overseas.

本公司如認為有需要，可向處理證券、期貨及期權結算的代理人或代名人、聯系人、個人或法團、本公司的核數師及/或向本公司提供行政支援及其他後勤部門服務的服務提供者披露客戶運作帳戶所需的資料或執行上述1.1(b)所提及的事務有關的客戶指令，包括但不限於任何在香港、中國或海外的信貸報告中介。

- 3.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of SFC, the rules and regulations of the Exchange and the Clearing House, the personal data provided by Client may be disclosed to the Exchange and the Clearing House, SFC and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to inspect such data and information as prescribed by law.

為符合本港所制定有關證券交易的條例及附屬規例、證監會的守則，以及聯交所及中央結算的規則及規例，本公司可向聯交所及中央結算，證監會及條例所定義的財經監管機構、根據法律有權查閱客戶所提供的個人資料的政府部門，其他監管機構、個人或法團披露客戶所提供的個人資料。

4. Use of Data in Direct Marketing
在直接促銷中使用資料

- 4.1 The Company intends to use the Client's data in direct marketing and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

本公司擬把客人的資料用於直接促銷，而本公司為該用途須獲得客人同意(包括表示不反對)。就此，請注意：

- (i) the name, contact details, financial background and demographic data of the Client held by the Company from time to time may be used by the Company or may be provided by the Company to any third party in direct marketing;
本公司將不時持有的客戶的姓名、聯絡資料、財務背景及人口統計數據用於本公司的直接促銷或提供予任何第三方作直接促銷；
- (ii) the following classes of services, products and subjects may be marketed: financial, investment, insurance, real estate related services and products;
下列類別的服務、產品及項目可被促銷：財務、投資、保險及房地產相關的服務與產品；
- (iii) the above services, products and subjects may be provided or solicited by the Company and/or any other member of the Group (including but not limited to Fulbright Securities Limited, Fulbright Asset Management Limited, Fulbright Bullion Limited and Fulbright Wealth Management Limited); and
上述服務、產品及項目或會由本公司及/或任何其他本集團成員（包括但不限於富昌證券有限公司、富昌資產管理有限公司、富昌金業有限公司及富昌財富管理有限公司）提供或徵求；及

- (iv) in addition to the marketing of the above services, products and subjects by the Company itself, the Company also intends to provide the data described in paragraph 4.1(i) above to all or any of the persons described in paragraph 4.1(iii) above for them to use in marketing those services, products and subjects, and the Company requires the Client's written consent (which includes an indication of no objection) for that purpose.

除用作本公司促銷上述服務、產品及項目之外，本公司亦擬將以上4.1(i)段所述的資料提供予以上4.1(iii)段所述的全部或任何人士，以供該等人士用作促銷該等服務、產品及項目，而本公司為此用途須獲得客戶書面同意（包括表示不反對）。

- 4.2 If the Client does not wish the Company to use or provide to other persons his/her personal data for use in direct marketing as described above, the Client may exercise his/her opt-out right by notifying the Company at any time and without charge.

如客戶不欲本公司如上述將其資料用於或提供予其他人士作直接促銷用途，客戶可隨時通知本公司以行使其拒絕直接促銷的權利，此安排並不收取任何費用。

- 4.3 To provide consent for or to opt-out from the Company using or providing the Client's data to other persons for use in direct marketing, please fill out Direct Marketing-Consent/Opt Out Request Form and return it to the Company. This request shall apply to all personal account(s) maintained by the Client at the Company.

若客戶同意或不欲本公司將客戶的資料用於或提供予其他人士作直接促銷用途，客戶可填妥直接促銷-同意／拒絕要求表格並交回該表格予本公司。此項要求適用於客戶在本公司開設的所有個人帳戶。

5. Access to Personal Data/Opt-out for Direct Marketing

查閱個人資料／拒絕使用作直銷推廣

- 5.1 In accordance with the relevant terms of the Ordinance, the Client may request access to the personal data supplied by the Client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request; and

根據條例有關條款的規定，客戶可向本公司要求查閱其提供的個人資料及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求；及

- 5.2 The Client may opt out his/her personal data to be used for direct marketing at any time by giving notice and without charge to the Company and such notice shall take effect upon the expiry of 3 business days from the date of the Company's actual receipt for such notice.

客戶可以隨時在不收費下通知本公司拒絕客戶的個人資料被用作直接促銷之用，該等通知生效日期以本公司真正收到該等通知後之 3 個營業日起生效。

6. Cross-border Transfer of Personal Data

跨境個人資料轉讓

- 6.1 For the purpose as set out under paragraph 1 above, the Company may transfer Client's personal data including without limitation his/her name, contact details, financial background and demographic data outside Hong Kong to the Company's credit reporting agency(ies) or service provider(s) for providing administrative support and back office services to the Company which are situated in places including the People's Republic of China where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Ordinance. That means the Client's personal data may not be protected to the same or similar level in Hong Kong.

爲了上述第1段所列明的目的，本公司有可能把客戶的個人資料包括但不限於他/她的姓名、聯絡資料、財務背景及人口統計數據轉移至位於香港以外的信貸報告中介或爲本公司提供行政支援及其他後勤部門服務的服務提供者，包括中華人民共和國等資料保障法律有可能不是與條例大致相同或用作相同目的的地方。即客戶的個人資料可能不會受到在香港的相同或相似等級的保障。

- 6.2 If the Client does not wish the Company to transfer his/her personal data to places other than Hong Kong, the Client may exercise his/her opt-out right by notifying the Company at any time and without charge.

如客戶不欲本公司如上述將其資料轉移至香港以外的地方，客戶可隨時通知本公司以行使其拒絕直接促銷的權利，此安排並不收取任何費用。

- 6.3 To provide consent for or to opt-out from the Company transferring the Client's data to places other than Hong Kong for use in providing services to the Client, please fill out the relevant written consent form and return it to the Company. This request shall apply to all personal account(s) maintained by the Client at the Company.

若客戶同意或不欲本公司將客戶的資料轉移至香港以外的地方作提供服務予客戶的用途，客戶可填妥相關書面同意表格並交回該表格予本公司。此項要求適用於客戶在本公司開設的所有個人帳戶。

7. Client's Acknowledgement and Authorization

客戶的認可和授權

- 7.1 Whilst the Client expects the Company to keep confidential all matters relating to the Account, the Client hereby expressly authorizes the Company to provide to the SFC, the Exchange, the Clearing House or any other regulatory authorities in any investigation or enquiry it is undertaking.

雖然客戶預期本公司將予該帳戶有關之事情保密，客戶謹此明確同意如應證監會或聯交所或中央結算或監管機構之要求，本公司可向彼等提供帳戶之詳細資料，以便協助彼等進行的調查或詢問。

- 7.2 The Client hereby acknowledges that the Client has read this Statement provided by the Company pursuant to the Ordinance and has agreed to the terms in it. The Client understands and acknowledges that the Company intends to use the Client's personal data for direct marketing and the Company may not so use the Client's data unless the Company has received the Client's consent to such intended use. The Client expressly acknowledges, confirms and agrees that unless the Client decides to opt out the use of his/her personal data for direct marketing by filling and signing the Direct Marketing-Consent/Opt Out Request Form or by giving notice to the Company at any time as this Statement, the Company shall use the Client's personal data for direct marketing as agreed in this Statement.

客戶謹此承認客戶已詳閱本公司根據條例發出的此聲明，並完全同意其條款。客戶明白及承認本公司擬把客戶的資料使用於直接促銷及本公司須收到客戶對該擬進行的使用的同意，否則不得如此使用該資料。客戶明確承認、確認及同意除非客戶決定以填寫及簽署直接促銷 - 同意／拒絕要求表格或根據個人資料收集聲明所載隨時通知本公司，本公司將根據此聲明使用客戶的資料於直接促銷。

- 7.3 The Client hereby acknowledges and authorizes the Company to keep Client's personal data contemporaneously at the approved premises(s) in Hong Kong and in other places.

客戶謹此承認並授權本公司將客戶的個人資料同時保存在受批准的香港處所和其他地方。

8. Enquiries

查詢

- 8.1 The Company intends to use the Client's data in direct marketing under paragraph 4 above and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that enquiries concerning the personal data provided by the Client to the Company, including the request for access and correction, should be addressed to: -

本公司擬把客戶的資料用於上述第4段所述的直接促銷，而本公司為該用途須獲得客人同意(包括表示不反對)。就此，請注意如客戶對向本公司提供的個人資料有任何疑問，包括要求查閱及改正該等個人資料，可致函：

Data Protection Officer 資料保護主任：

- Fulbright Futures Limited 富昌期貨有限公司
- 9/F, Tower III of Enterprise Square, 9 Sheung Yuet Road, Kowloon Bay, Kowloon, Hong Kong 香港九龍九龍灣常悅道9號企業廣場一期三座9樓
- Telephone No. 電話號碼: 2121 8333
- Fax No. 傳真號碼: 2180 9168

(In case of any discrepancies between the English and Chinese versions of this Statement, the English version shall prevail.)
(如本聲明中英文版本有任何歧義，概以英文版本為準。)

