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## FUTURES ACCOUNT CLIENT AGREEMENT

客戶期貨帳戶協議

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**冠力金融服務有限公司**  
**Grandly Financial Services Ltd.**

中央編號 CE No.: BDB792

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# **FUTURES ACCOUNT CLIENT AGREEMENT**

## **客戶期貨帳戶協議**

THIS AGREEMENT is made the date stated in the Account Opening Form. Between:  
本協議乃由以下雙方於開戶申請表所述日期簽立：

1. **Grandly Financial Services Limited**, a company incorporated in Hong Kong (CE No.: BDB792) with its principal place of business at RM 1403, 14/F, Yue Xiu Building, 160-174 Lockhart Road, Wan Chai, Hong Kong and a corporation licensed for Type 1 (Dealing in Securities) and Type 2 (Dealing in Futures Contracts) regulated activities under the Securities and Futures Ordinance (the "**Company**"); and  
冠力金融服務有限公司是一間在香港註冊成立的公司，主要業務地點位於香港灣仔駱克道 160-174 號越秀大廈14 樓 1403 室，亦是根據《證券及期貨條例》就第1類（證券交易）及第2類（期貨合約交易）受規管活動獲發牌的持牌法團（中央編號：BDB792），（[本公司]）；與
2. The party whose name, address and details are set out in the Account Opening Form (the "**Customer**").  
客戶，其姓名，地址及詳情載於開戶申請表之一方（[客戶]）。

### **WHEREAS:**

**鑒於：**

1. The Customer is desirous of opening one or more account(s) with the Company as the Customer may decide from time to time for the purpose of entering into contracts of all kinds for futures and options trading.  
客戶欲於本公司按其不時之決定開設一個或多個戶口，以便訂立各種期貨及期權買賣合約。
2. The Company agrees that it will from time to time at the request of the Customer and at its discretion allow the Customer to open one or more account(s) with the Company and will maintain such account or account(s) to be designated by name(s), number(s) or otherwise for the Customer for the purpose of futures and options trading.  
本公司同意不時應客戶的要求及酌情准許客戶於本公司開設一個或多個戶口，並將為客戶維持按名稱，編號或其他方法指定的戶口，以便進行各種期貨及期權買賣交易。

### **IT IS HEREBY AGREED AS FOLLOWS:**

**議茲協議如下：**

#### **1. Definitions 定義**

In this Agreement:  
於本協議內：

<b>"Account"</b> [戶口]	means any one or more futures trading accounts now or hereafter opened in the name of the Customer with the Company in connection with this Agreement. 指與本協議有關，目前或以後以客戶名義在本公司開立之任何一個或多個期貨交易戶口。
<b>"Account Opening Form"</b> [開戶申請表]	means the form used to open an account, which contains client and account information as well as other important information pertaining to account opening. 指開設戶口表格，其中載有客戶及戶口之資料及其他有關開設戶口的必須資料。
<b>"Agreement"</b>	means this agreement, including the Account Opening Form and the

[協議]

various Schedules attached hereto, as originally executed or as thereafter from time to time amended or supplemented.

指原簽立之本協議包括開戶申請表及隨附之各份附表及其後不時作出之修訂或補充。

**"Approved Debt Securities"**

[核准債務證券]

means Exchange Fund Bills or Notes issued by the Hong Kong Special Administrative Region Government for the account of the Exchange Fund, Treasury Bills or Notes issued by the government of United States of America (other than United States Treasury Callable Corpus (TCAL) and Separate Trading of Registered Interest and Principal of Securities (STRIPS)) and other debt securities or instruments as may from time to time be approved by the HKFE as cover for margin.

指由香港特別行政區政府為外匯基金而發行之外匯基金票據，美利堅合眾國政府發行之國庫券（美國財政部可通知贖回之債券本金（TCAL）及獨立交易之證券註冊利息及本金（STRIPS）除外），以及由香港期交所不時批准作為保證金的其他債務證券或金融工具。

**"Approved Securities"**

[核准證券]

means TraHK Units and such other securities as may from time to time be approved by the HKFE as a form of cover for margin.

指盈富基金單位及由香港期交所不時批准作為保證金之該等其他證券。

**"Associate"**

[聯繫人士]

means, in relation to the Company, a body corporate which is its subsidiary or affiliated company, in Hong Kong or elsewhere.

指設於香港或其他地方，與本公司有關連之本公司附屬公司或聯屬公司之法人團體。

**"Authorized Person"**

[獲授權人士]

means, in the case of a corporate customer, the person(s) initially so named in the Account Opening Form and, in the case of an individual customer, the person(s) initially so named in the Account Opening Form who hold valid power of attorney from the Customer.

指在企業客戶的情況下，企業客戶最初於開戶申請表上如此命名的人士，在個人客戶的情況下，客戶最初於開戶申請表上如此命名而持有客戶有效授權書的人士。

**"Board"**

[董事會]

means the board of directors from time to time of the HKFE or (as the context may require) the majority of directors present and voting at a duly convened meeting of directors at which a quorum is present, or any duly appointed committee of the Board.

指香港期交所不時之董事會，或（按文義所指）於正式召開並已有足夠法定人數的董事會會議上出席及投票的大多數董事。或董事會任何正式委託的委員會。

**"Business Day"**

[營業日]

means any day on which the HKFE or Foreign Futures Exchanges (as the case may be) is open for trading other than Saturdays, Sundays, public holidays and any other days declared by the HKFE or Foreign Futures Exchanges (as the case may be) to be a non-business day.

指香港期交所或外地期貨交易所（視情況而定）公開進行交易之任何日子，惟星期六、星期日、公眾假期及香港期交所或外地期貨交易所（視情況而定）所宣佈並非為營業日之任何其他日子除外。

**"Clearing House"**

[結算所]

means the HKFE Clearing Corporation Limited.

指香港期貨結算有限公司。

<b>"Clearing House Rules"</b> [結算所規則]	means the rules and applicable procedures of the Clearing House and any amendments, supplements, variations or modifications thereto from time to time in force. 指結算所規則及適用程序，連同不時生效的任何有關修改、補充、變動或改動。
<b>"Code of Conduct"</b> [操守準則]	means the Code of Conduct for Persons Licensed by or Registered with the SFC. 指證監會持牌人或註冊人操守準則。
<b>"Contracts"</b> [合約]	means any contract relating to a Commodity Futures transaction. 指與商品期貨交易有關之任何合約。
<b>"HKFE"</b> [香港期交所]	means The Hong Kong Futures Exchange Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge. 指香港期貨交易所有限公司，包括其繼承人、受讓人以及由其重組、合併、併入而產生或保存的實體。
<b>"Commodity Futures"</b> [商品期貨]	means any futures or options contract that is traded on the 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. 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。
<b>"Foreign Futures Exchange"</b> [外地期貨交易所]	means any futures market which is permitted to operate in a country or territory outside Hong Kong by the law of that country or territory. 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市場。
<b>"Foreign Transactions"</b> [外地交易]	means any transaction related to Commodity Futures to be executed on Foreign Futures Exchanges. 指於外地期貨交易所進行與商品期貨有關之任何交易。
<b>"Hong Kong"</b> [香港]	means the Hong Kong Special Administrative Region of the People's Republic of China. 指中華人民共和國香港特別行政區。
<b>"Instructions"</b> [指示]	means any instructions or orders regarding Commodity Futures transactions communicated by the Customer or its Authorized Persons to the Company in accordance with Clause 4.1. 指由客戶或其獲授權人士根據4.1項條文向本公司發出有關商品期貨交易之任何指示或買賣盤。
<b>"Investor Compensation Fund"</b> [投資者賠償基金]	means the compensation fund established under the laws of Hong Kong. 指根據香港法例設立的賠償基金。

<b>"Market"</b> [市場]	means one of the markets from time to time established and operated by the HKFE pursuant to Rule 201 of the Rules. 指根據規則第201條由香港期交所不時設立及運作的其中一個市場。
<b>"Regulations"</b> [規例]	means the regulations by whatever name called and wherever contained, which are prescribed by the Board from time to time in force for regulating the activities of the Markets or, as the context may require, the regulations applicable to one particular Market. 指董事會為監管市場活動不時訂明的任何名稱及包含於任何條文之內的規例，或按文義所指，適用於某特定市場的規例。
<b>"Rules"</b> [規則]	means the rules of the HKFE, the Regulations and any amendments, supplements, variations or modifications thereto from time to time in force. 指香港期交所之規則、規例、及連同不時生效的任何有關修改、補充、變動或改動。
<b>"SFC"</b> [證監會]	means the Securities and Futures Commission of Hong Kong. 指香港證券及期貨事務監察委員會。
<b>"SFO"</b> [證券及期貨條例]	means the Securities and Futures Ordinance, Cap.571 of the Laws of Hong Kong. 指香港法例第571章《證券及期貨條例》。
<b>"TraHK Units"</b> [盈富基金單位]	means units issued in accordance with the unit trust scheme named "Tracker Fund of Hong Kong" established by the trust deed dated 23 October 1999 between (1) State Street Global Advisors (HK) Limited as manager, (2) State Street Bank and Trust Company as trustee, and (3) Exchange Fund Investment Limited as promoter, as from time to time modified or added to. 指根據（1）美國道富環球金融資產（香港）有限公司作為經理人。 （2）美國道富銀行及信託公司作為信託人及（3）外匯基金投資有限公司作為發起人於一九九九年十月二十三日訂立之信託契據（可不時予以修改或補充）所設立名為[香港盈富基金]之單位信託計劃而發行之單位。
<b>"Variation Adjustment"</b> [變價調整]	means, in relation to transactions on the HKFE, the amount payable by or to the Clearing House and/or the Company on behalf of the Customer, calculated on a daily basis in accordance with Rules 408 to 411 of the Clearing House Rules. 指就香港期交所之交易而言，按結算所規則第408至411條每日計算，結算所及/或本公司代客戶應付或應收之金額。

## 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 Customer on the 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 Customer. Any other terms and conditions proposed or referred to by the Customer in writing or otherwise (whether express, implied or imported by custom or course of dealing), or upon which the Company and the Customer may previously have entered into Contracts, are hereby excluded.
- 本協議適用於本公司代客戶於香港期交所或任何外地期貨交易所簽立或將簽立之一切合約，并視為納入於（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、暗示或按慣例或交易過程引入的表明) 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, 均特此排除。

- 2.2. All Contracts made on the HKFE and all transactions between the Company and the Customer shall be binding on the parties and shall be subject to, and in accordance with, the procedures of the HKFE, the provisions of the Memorandum and Articles of Association of the 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, 并須依據香港期交所之程序, 香港期交所之組織章程大綱及章程細則之條文以及規則履行并受其規限。
- 2.3. Foreign Transactions shall be subject to the rules of the relevant markets or Foreign Futures Exchanges. The Customer 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. Preliminary and General Matters 先決及一般事項

- 3.1. Before entering into any Contract, the Customer shall satisfy itself that such Contract is suitable for the Customer's purposes. Notwithstanding that the Company may express views on the subject matter of any Contract or on any matter connected with Commodity Futures transactions generally, each Contract shall be deemed to have been entered into by the Customer in reliance only upon its own judgment and the Company shall have no responsibility or liability whatsoever in respect of any advice given, or views expressed by it or any of its directors, officers, employees or agents to the Customer, whether or not such advice is given or such views are expressed at the request of the Customer.  
在訂立任何合約之前, 客戶須信納合約乃適合其本身目標。儘管本公司可就任何合約之標的事項或一般與商品期貨交易有關之任何事項提出看法, 但每份合約均須視作由客戶倚賴其本身判斷而訂立。本公司無須就其本身、其任何董事、高級職員、僱員或代理人向客戶所提供之意見或所發表之看法承擔責任。不論該等意見或看法是否應客戶之要求而提供或發表。
- 3.2. In relation to Contracts of the HKFE, the Company shall provide to the Customer, upon request, Contract specifications and any prospectus or other offering document covering such products.  
就香港期交所之合約而言, 本公司將在客戶要求下向客戶提供合約說明書及關於該等產品之任何發行章程或其他要約文件。
- 3.3. The Customer shall ensure that all necessary authorizations, approvals and consents of any governmental or other regulatory body or authority applicable to any Commodity Futures transactions are obtained and that the terms thereof and all the applicable regulations of such bodies and authorities are complied with.  
客戶須確保取得適用於任何商品期貨交易之任何政府或其他監管機構或當局之一切所需授權、批准及同意。而有關條款及該等機構及當局之一切適用規例已獲遵從。
- 3.4. Every Contract is made on the clear understanding that both the Company and the Customer contemplate actual performance thereof.  
每份合約乃在本公司及客戶清楚理解雙方將實際履行該合約的條件下訂立。
- 3.5. The Company may at its absolute discretion and without assigning any reason, refuse to carry out any Commodity Futures transaction on behalf of, or enter into any Contract with, the Customer.  
本公司可全權決定拒絕代客戶進行任何商品期貨交易或訂立任何合約, 而無須給予任何理由。

- 3.6. In relation to Contracts of the HKFE, the Customer acknowledges that in the case of a default committed by the Company and the Customer having suffered pecuniary loss thereby in relation to transactions on the HKFE, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation - Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.  
就香港期交所之合約而言，客戶承認，如本公司作出失責行為，令客戶於香港期交所之交易中蒙受金錢損失。投資者賠償基金之責任僅限於證券及期貨條例及有關附屬法例所規定之有效索償，並受《證券及期貨（投資者賠償—賠限額）規則》所訂明之金額上限所規限，故此不能保證因該等失責行為而招致之任何金錢損失可從投資者賠償基金中獲得悉數或部份賠償、或必定獲任何賠償。
- 3.7. The Company discloses to the Customer that it trades on its own account or on the account of any Associate and any of its directors or employees may trade on its own account.  
本公司向客戶披露，本公司本身或其任何聯繫人士亦有進行交易。而其任何董事或僱員本身亦可進行交易。
- 3.8. In relation to transactions on the HKFE, the Customer acknowledges that the Company is bound by the Rules which permit the HKFE to take steps to limit the positions or require the closing out of relevant Contracts on behalf of such customers who in the opinion of the HKFE are accumulating positions which are or may be detrimental to any particular Market or Markets or which may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.  
就香港期交所之交易而言，客戶承認，本公司須受規則之約束，該等規則容許香港期交所採取措施，在香港期交所認為客戶正累積對某一個或多個特定市場或可能造成損害或對某個或多個市場之公平及有秩序運作造成不利影響（視情況而定）之持倉時，限制其持倉或要求本公司代該等客戶訂立之有關合約平倉。
- 3.9. All monies, securities and other property received by the Company from the Customer or from any other person (including a clearing house or the Company's clearing agent) for the account of the Customer shall:  
本公司為客戶的戶口而從客戶或任何其他人士（包括結算所或本公司之結算代理）收取之所有款項、證券及其他財物將：
- 3.9.1. Be held by the Company as trustee, segregated from the Company's own assets;  
and  
由本公司以受託人身份持有，與本公司本身資產分開存放；及
- 3.9.2. Not form part of the assets of the Company for insolvency or winding-up purposes but shall be returned to the Customer promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the business or assets of the Company.  
不得在本公司無力償債或清盤時，構成本公司資產部份，而在本公司全部或任何部份業務或資產交予委任臨時清盤人，清盤人或類似人員時立即歸還予客戶。
- 3.10. To the fullest extent permitted by the applicable laws, rules and regulations, the Customer shall not be entitled to any interest as may be received by the Company attributable to any credit balance of the Customer on the Account. The Customer shall pay interest on all debit balances on the Account (including any amount otherwise owing to the Company at any time) at such rates and on such other terms as the Company notifies the Customer from time to time. Such interest shall accrue on a day-to-day basis and shall be payable on the last day of each calendar month or upon any demand being made by the Company. Overdue interest shall be compounded monthly and shall itself bear interest.  
於適用法律、規則及規例容許的最大範圍內，客戶無權收取本公司因客戶於戶口中存有之任何款額而可能獲得之任何利息。客戶須就戶口中所有欠負之款額（包括於任何時間以其他方式欠負本公司之任何金額）按本公司不時通知客戶之利率及其他條款而繳付利息。該等利息逐日累計，於



每曆月最後一天或於本公司要求時繳付。逾期利息按每月複利計算，所欠利息本身亦須計算利息。

- 3.11. In relation to transactions on the HKFE, the Customer acknowledges that in respect of any account of the Company maintained with the Clearing House through clearing agent, whether or not such account is maintained wholly or partly in respect of Commodity Futures transacted on behalf of the Customer and whether or not monies or Approved Debt Securities or Approved Securities paid or deposited by the Customer have been paid to or deposited with the Clearing House through clearing agent, as between the Company and the Clearing House or the clearing agent, the Company deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Customer and monies, Approved Debt Securities and Approved Securities paid to or deposited with the Clearing House or the clearing agent are thereby freed from the trust referred to in Clause 3.9 herein.

就香港期交所之交易而言，客戶承認，本公司通過結算代理人在結算所持有之任何戶口，不論代表客戶進行商品期貨交易而持有該戶口的全部或一部分，亦不論由客戶繳付或存放之款項或核准債務證券或核准證券是否已繳付或通過結算代理人存放於結算所，在本公司與結算所或結算代理人之間，本公司乃以主事人身份進行買賣，故此該戶口并不存在以客戶為受益人之任何信託或其他衡平法權益，繳付或存放於結算所或結算代理人之款項，核准債務證券及核准證券乃不受本文第3.9項條文所述信託之約束。

- 3.12. In relation to transactions on the HKFE, any monies, Approved Debt Securities or Approved Securities received by the Company from the Customer or from any other person (including the Clearing House or the Company's clearing agent) are held in the manner specified under paragraphs 7 to 12 of Schedule 5 to the Code of Conduct. In particular the Company may apply such monies, Approved Debt Securities or Approved Securities in or towards meeting the obligations of the Company to any party insofar as such obligations arise in connection with or incidental to Commodity Futures transacted on the Customer's behalf.

就香港期交所之交易而言，本公司從客戶或任何其他人士（包括結算所或本公司之結算代理）收取之任何款項，核准債務證券或核准證券，乃根據操守準則附表5第7至12段所述方式而持有。尤其是本公司可運用該等款項，核准債務證券或核准證券以履行本公司因代客戶進行商品期貨交易所引致或附帶其對任何人士之責任。

- 3.13. The Customer confirms that the information supplied in the Account Opening Form is true and complete and agrees to notify the Company forthwith of any material changes in such information supplied. The Company will notify the Customer forthwith of any material changes in the information supplied in this Agreement.

客戶確認開戶申請表內提供之資料乃屬真確及完整，並同意所提供資料如有任何重大改動將立即知會本公司。本協議所提供資料如有任何重大改動，本公司亦會即時通知客戶。

- 3.14. The Customer will advise the Company promptly whether they are a U.S. person or acquire or hold Commodity Futures beneficially owned by or for a U.S. person or in violation of any applicable law.

如客戶是美國人，為美國人購買或持有金融期貨，或違反任何適用法律，客戶承諾會立即通知本公司。

- 3.15. **The Company may, subject to the provisions of the SFO and any applicable law, take the opposite position to the Customer's any Commodity Futures transactions, whether on the Company's own account or for the account of its associates or other Customers of the Company, provided that such trade is executed competitively on or through the facilities of the HKFE in accordance with the Rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.**

在證券及期貨條例及任何適用法例之條文規限下，本公司可就任何於交易所買賣之期貨及期權合約持有與客戶指令相反之倉盤，不論是本公司本身或代其聯繫人士或本公司其他客戶進行買賣，但該項買賣須透過香港期交所設施，根據任何其他商品、期貨或期權交易所之規則或設施，依照該等其他交易所之規則及規例，以具競爭力方式進行。

- 3.16. The Customer acknowledges that there may, on occasions, be a delay in making prices or in dealing by the Company due to the physical restraints on the HKFE or other Foreign Futures Exchange and the rapid changes in the prices of commodities and the Company may not, after using reasonable endeavours, be able to trade at the prices quoted at any specific time. The Customer agrees that the Company shall not be liable for any loss arising by reasons of its failing, or being unable, to comply with any terms of the Customer's instruction.  
客戶承認，在若干情況下，本公司會因香港期交所或其他外地期貨交易所之實際環境限制及商品價格急劇變動而延遲作價或延遲買賣，而本公司可能於付出合理努力後仍未能於任何指定時間按所報價格進行買賣。客戶同意，本公司無須因未能遵照客戶指示之任何條款而引致之任何損失承擔責任。
- 3.17. The Customer acknowledges that where the Company is unable after using reasonable endeavours to execute any Instruction in full, it is entitled to effect partial performance only without prior reference to the Customer for confirmation. The Customer shall accept and be bound by the outcome of any performance, partial performance or non-performance when the Customer's request to execute an order is made.  
客戶承認，倘若本公司於付出合理努力後仍未能執行客戶全部指示，本公司有權只履行部分指示，而無須事先徵詢客戶獲取確認。當客戶提出執行指令之要求後，客戶即須接受指令已予以履行，部分履行或不予履行之任何後果，並受其約束。
- 3.18. Any Customer's Instruction that has not been executed before the close of business of the relevant exchange or such other expiration date required by the relevant exchange or such other later time as the Customer and the Company may agree shall be deemed to have been cancelled automatically.  
任何客戶指示如未能於有關交易所收市或有關交易所規定之其他屆滿日期或客戶與本公司同意之其他較後時間之前獲得執行，則視作自動取消。
- 3.19. The Customer acknowledges that due to the trading practices of the HKFE or other Foreign Futures Exchange in which transactions are executed, it may not always be able to execute orders at the prices quoted "at best" or "at market" and the Customer agrees in any event to be bound by transactions executed by the Company following Instructions given by the Customer.  
客戶承認，鑒於執行交易之香港期交所或其他外地期貨交易所之買賣慣例，或許不能永遠按「最佳」或「市場」價格執行指令。客戶同意，在任何情況下均受本公司按照客戶指示所執行交易之約束。
- 3.20. The Customer hereby authorizes the Company to conduct a credit enquiry (or personal credit enquiry in case of individual customer) or check on the Customer for the purpose of ascertaining the financial situation and investment objectives of the Customer and Customer shall keep the Company informed regarding its financial standing and shall immediately report to the Company any information that indicates that it is insolvent, or threatened with insolvency or guilty of any irregularities or practices affecting the good name of HKFE.  
客戶謹此授權本公司對客戶進行信用調查（如屬個人客戶，即個人信用調查）或查核，以確定客戶之財政狀況及投資目標，而客戶須保持本公司對其財政現況的了解，如有資料顯示其無力償債，或瀕臨無力償債或觸犯影響香港期交所聲譽之不當行為或做法，客戶必須立即將其告知本公司。
- 3.21. The Customer authorizes the Company, at any time and at the Company's absolute discretion, for the purpose of obtaining a better execution price and/or reducing the volume of instructions, to consolidate and/or disaggregate the Customer's Instructions to purchase and/or sell Contracts on the Customer's behalf with similar instructions received from the Company's other customers. The Customer agrees that in the event of there being insufficient Contracts available to satisfy the purchase/sell orders so consolidated, the number of Contracts actually purchased/sold shall be attributed to the relevant customers in the order in which those orders were received by the Company.  
客戶授權本公司，於任何時間及由本公司全權決定，為取得較佳之執行價及/或減少作出指示之次數，將客戶有關代為買及/或賣合約之指示，與本公司從其他客戶接獲之類似指示合併及/或分拆處理。客戶同意，假若可供買賣之合約數目不足以滿足合併處理之買賣指令，實際作出買/賣之合

約數目將按本公司接獲指令之次序歸於有關客戶。

- 3.22. Subject to applicable laws and regulations and market requirements, the Company may at its discretion determine the priority in the execution of its customers' orders, having due regard to the sequence in which such orders were received, and the Customer shall not have any claim of priority to another customer in relation to the execution of any order received by the Company.  
在適用法律及規例及市場情況之規限下，本公司在考慮接獲指令之先後次序後，有權全權決定執行其客戶指令之次序，客戶無權要求本公司在執行其指令時優先於其他客戶之指令。
- 3.23. If the Company solicit the sale of or recommend any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of this agreement or any other documents the Company may ask the Customer to sign and no statement the Company may ask the Customer to make derogates from this clause.  
假如本公司向客戶招攬銷售或任何金融產品，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做出的聲明概不會減損本條款的效力。

#### 4. Authority 授權

- 4.1. The Company shall be authorized by the Customer to purchase and sell Commodity Futures for the account of the Customer in accordance with the oral Instructions, either in person or by telephone, of the Customer or its Authorized Person(s) (subsequently to be confirmed in writing but the absence of such written authority shall not affect the Company's authority to act in accordance with such oral Instructions) or written Instructions given by the Customer or its Authorized Person(s) by post or delivered by hand or purported to be given by the Customer or its Authorized Person(s) in such other form as from time to time accepted by the Company. The Company may act on any Instructions which it believes to be from the Customer or its Authorized Person(s). Once given, Instructions may only be withdrawn or amended with the Company's consent.  
本公司獲客戶授權，以根據客戶或其獲授權人士親身或以電話之口頭指令（其後須以書面確認，但如沒有該等書面授權，亦不影響本公司根據該等口頭指示行事之權限）或書面指令為客戶買賣商品期貨，該等書面指令須由客戶或其獲授權人士以郵遞寄出或專人送遞或看來是由客戶或其獲授權人士以本公司不時接納之其他方式發出。本公司將按照其相信是來自客戶或其獲授權人士之任何指示行事。指示一經發出，須獲本公司同意方可撤回或修訂。
- 4.2. The Company shall not be responsible for any delays or inaccuracies in the transmission of orders or other information due to any cause whatsoever beyond its reasonable control.  
本公司無須就因其合理控制範圍以外之原因而導致指令或其他資料在傳送時出現延誤或不正確而承擔責任。
- 4.3. The Company shall upon the request of the HKFE or the SFC disclose the name, beneficial identity and such other information concerning the Customer as the HKFE, the SFC or other regulators relating to Foreign Futures Exchanges may require. The Customer undertakes to disclose such other information concerning itself to the Company within the time the Company specified as may be required for the Company to comply with the Rules, the SFO and/or the requirements of the HKFE and/or Foreign Futures Exchanges. The Customer irrevocably authorizes the Company to make any such disclosure. In relation to transaction on HKFE, in the event that the Company fails to comply with the disclosure requirement under Rule 606(a) or Rule 613(a) of the HKFE the Chief Executive of the HKFE may require the closing out of positions on behalf of the Customer or the imposition of a margin surcharge on the positions of such Customer.  
本公司須應香港期交所或證監會，或有關外地期貨交易所之監管機構之需要或要求，披露有關客戶之姓名、實際受益人身份及其他資料。客戶承諾，於本公司指定時間內向本公司披露有關客戶本

身之其他資料，以便本公司遵從規則，證券及期貨條例及/或香港期交所及/或外地期貨交易所之要求。客戶不可撤回授權本公司作出任何該等披露。就於香港期交所之交易而言，假若本公司未能遵照香港期交所規則第606(a)或613(a)條之披露規定，香港期交所行政總裁可要求代客戶平倉或就該客戶所持倉盤收取附加保證金。

- 4.4. Where the Customer is an individual, the Company is subject to the Hong Kong Personal Data (Privacy) Ordinance which regulates the use of personal data concerning individuals. The Company's policies and practices relating to personal data are set out in Schedule 2 to this Agreement and the Customer acknowledges that it fully understands and accepts the provisions in Schedule 2.

客戶如屬個人，本公司須受規管個人資料使用之香港個人資料（私隱）條例之規限。本公司有關個人資料之政策及處理方法載於本協議附表2，客戶承認已全部明白及接受附表2之規定。

- 4.5. In relation to transactions on the HKFE, the Customer acknowledges that the Clearing House may do all things necessary to transfer any open positions held by the Company on the Customer's behalf and any money and security standing to the credit of its account with the Company to another participant of the HKFE in the event the rights of the Company's brokerage agent as exchange participant of the HKFE are suspended or revoked.

就於香港期交所之交易而言，客戶承認，假若本公司作為香港期交所之交易所參與者之權利遭暫停或撤銷，結算所可作出一切所需行動，以便將本公司代客戶持有之任何未平倉盤及存放於其在本公司持有之戶口之任何款項移轉往香港期交所另一參與者。

## 5. Delivery 交付

The Customer shall promptly deliver any monies, securities, financial instruments, documents or other commodities or property deliverable by it under any Contract in accordance with any instructions given by the Company to meet margin calls and demands for Variation Adjustments applicable to any HKFE transaction or to meet margin requirements applicable to any Foreign Futures Exchanges.

客戶須根據本公司發出之任何指示，即時交付任何款項、證券、金融票據、文件或根據任何合約可交付之其他商品或財產，以應付適用於任何香港期交所交易之變價調整之追收保證金通知及要求，或符合適用於任何外地期貨交易所之保證金規定。

## 6. Margin and Deposit 保證金及存放

- 6.1. The Customer shall on demand pay to or deposit with the Company as margin, and/or Variation Adjustments for account or accounts of the Customer with the Company such amount of money, and/or other security as contemplated in Clause 5, as the Company may from time to time at its absolute discretion require together with such documents as the Company may at its absolute discretion require it to exercise its rights in connection therewith. The Company may require from the Customer more margin and Variation Adjustment than that specified by the relevant Exchange and/or Clearing House. All amounts (including Margin and variation adjustment) payable by the Customer 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 Futures/Options Contract concerned was executed on the Customer's behalf. Demands for Margin or variation adjustment must be met not later than the close of business on the next following business day or such shorter period as the Company may in its absolute discretion determine and specify to the Customer. Failure to meet any demand for Margin or variation adjustment within the period specified by the Company or at the time of making such call or demand for Margin or variation adjustment will constitute an Event of Default and the Company may close out any Open Contracts in respect of which demand for Margin or variation adjustment has not been met. The Customer agrees that in such closing out of Open Contracts on behalf of the Customer, the Company's owes no obligation of whatsoever nature to the Customer to minimize or eliminate loss suffered by the Customer. In relation to transactions on the HKFE, the Company may be required to report to the HKFE and the SFC particulars of all open positions in respect of which two successive margin calls and demands for Variation Adjustments are not met within the period specified by the Company.

客戶須應本公司不時釐定以及全權決定的要求，按第5項條文，為一個或多個客戶戶口向本公司繳交或存放保證金及/或作變價調整，並提交本公司全權決定因執行相關權利所需之該等文件。本公司可以要求客戶繳交比有關交易所和/或有關結算所指定的更多之保證金及變價調整要求。客戶應付的一切款項（包括保證金及變價調整）應在要求時以本公司選擇的貨幣支付，惟須遵守相關的有關交易所和/或有關結算所有可能施加的據以代表客戶達成期貨/期權合約的任何限制（如有的話），不得遲於下一個營業日之營業時間結束前或必須在本公司按其絕對酌情權決定和向客戶指明的較短時間內履行支付保證金或變價調整的要求。如客戶未能於本公司指明的時間內或作出追繳保證金或變價調整通知時，履行支付保證金或變價調整要求，將構成失責事件，本公司可將一些或所有未就其履行支付保證金或變價調整要求的未平倉合約予以平倉。客戶同意，本公司在進行以上平倉行動時，並無責任減少或消除對客戶可能造成的損失。就於香港期交所之交易而言，本公司或須向香港期交所及證監會呈報有關連續兩次未能於本公司指定期間內履行追收保證金通知及變價調整要求之所有未平倉合約之詳情。

- 6.2. For the purpose of a Margin Call, the Company shall use its best endeavours to contact the Customer promptly by phone on the telephone numbers indicated by the Customer on the Account Opening Form and/or by sending to the Customer a Margin Call notice by email. The Customer agrees that it shall be deemed properly notified of the Margin Call even if the Company fails to contact it by phone or the Customer fails to receive the written notice.  
為發出追收保證金通知，本公司將盡力及儘快按照客戶在開戶申請表中提供的電話號碼以電話形式聯絡客戶，和/或通過電郵，向客戶發出追收保證金通知。客戶同意，即使本公司未能以電話與客戶取得聯絡，或客戶未收到該書面通知，客戶將被視為已獲得適當的通知。
- 6.3. Subject to applicable law and rules, the Company may from time to time, without prior notice to the Customer, transfer all or any part of any money or other security held by the Company for the account of the Customer between accounts of the Customer with the Company or to any account with a clearing or non-clearing member of the HKFE as it may at its sole discretion consider to be necessary or desirable in order to meet any margin requirement of the Customer. The Company shall notify the Customer upon making any such transfer.  
在適用法例及規則之規限下，本公司可無須事先知會客戶，而不時在本公司全權決定認為必需或適合時將本公司代客戶持有之所有或任何部份款項或其他抵押品，在客戶於本公司之不同戶口之間轉撥，或轉撥往設於香港期交所結算或非結算會員之任何戶口內，以符合客戶之任何保證金要求。本公司於作出任何該等轉撥時將知會客戶。
- 6.4. Any documents or other property held by the Company as security for any margin, deposit or other obligation of the Customer to the Company shall be held by it by way of pledge unless it is held expressly subject to some other security arrangement.  
本公司將以債押方式持有作為客戶對本公司之任何保證金、存款或其他責任之抵押品之任何文件或其他財產，除非明文表示其持有之抵押品乃受制於其他抵押安排，則作別論。

## **7. Fees and Charges 費用及收費**

- 7.1. The Customer shall pay to the Company the commission and exchange fees prescribed by the HKFE or any Foreign Futures Exchange for Commodity Futures contracts and such additional charges (including but not limited to such other remuneration, interest, bank charges, transfer fee and other charges in respect of or in connection with the transactions) in accordance with the commission and fee information of the Company provided to the Customer (as may be amended and notified by the Company to the Customer from time to time).  
根據本公司提供予客戶之佣金及費用資料（不時由本公司修訂及通知客戶），客戶需向本公司繳交香港期交所或任何外地期貨交易所就商品期貨合約訂明之佣金及交易費用，以及本公司不時釐定及知會客戶之附加收費（包括但不限於其他有關報酬、利息、銀行收費、轉帳費和其他收費）。

- 7.2. Every HKFE Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO, both levies shall be borne by the Customer.  
每份香港期交所合約均須繳付投資者賠償基金徵費及根據證券及期貨條例徵收之費用，該兩項徵費均須由客戶承擔。
- 7.3. To the fullest extent permitted by the applicable laws, rules and regulations, the Customer agrees that the Company is entitled to solicit, accept and retain for the Company's own benefit any rebate, brokerage, commission, fee benefit, discount and/or other advantage from any Transaction effected by the Company. The Company may also offer at its absolute discretion any benefit or advantage to any person in connection with such Transaction.  
於適用法律、規則及規例容許的最大範圍內，客戶同意本公司有權以其本身利益，索取、接受及保留任何為客戶與任何人士完成之任何有關交易而產生之回佣、佣金、費用利益、回扣及或類似的益處。本公司亦可以行使其絕對酌情權向任何人士提供就該等有關交易有關之利益或益處。

## 8. Payments 付款

- 8.1. All payments pursuant to this Agreement or otherwise in connection with any Commodity Futures transaction shall be made in immediately available funds (or other funds determined by and acceptable to the Company at its absolute discretion) in such currency as the Company may at its absolute discretion require, on the due date of such payment and be exclusive of any deductions or withholding.  
依照本協議或與任何金融期貨交易有關之所有付款，均須於該項付款之到期日，以本公司全權決定之貨幣，以即時可供運用之資金（或本公司全權釐定及接納之其他資金）作出，該款額並不包括任何扣減或預扣款項。
- 8.2. If the Customer defaults in the payment on the due date of any sum due hereunder to the Company, the Customer shall on demand pay interest calculated on the daily amount outstanding of such sum at the rate which is from time to time notified to the Customer by the Company. The Customer will, in addition, reimburse the Company on demand for all expenses which may be incurred by the Company in protecting any of its rights, or in suing for or recovering any sum due to it in respect of any Commodity Futures transaction effected by it for the Customer.  
倘若客戶於到期日仍拖欠本公司本協議項下的任何到期款項，客戶須應要求按本公司不時知會客戶之利率支付其尚未清還款項按日計算之利息。此外，客戶須應要求向本公司償付本公司就任何商品期貨交易為保障客戶之任何權利，或為其提出訴訟或追討任何欠款而招致之一切開支。

## 9. Transaction Notices and Reports 交易通知及報告

- 9.1. The Company will report to the Customer executions of Commodity Futures transactions (i) promptly by telephone calls or facsimile or other means as agreed and (ii) by sending to the Customer via mail, or electronic mail (if the Customer requests and the Company agrees) account statement within two Business Days of the execution of the transaction. Unless there have been no transactions or any revenue or expense item in the Account during any particular month and the Account does not have any outstanding balance or holding of position of Contracts, the Company will send to the Customer a monthly statement showing a transaction summary for the month in accordance with the relevant law, regulations and rules.  
本公司將通過以下方式向客戶報告執行商品期貨交易之情況：(i) 即時以電話或傳真或雙方協議之其他方法及 (ii) 於交易後兩個營業日內向客戶以郵遞寄出，或以電郵發出（如客戶要求并經本公司同意）戶口結單之複印件。本公司會根據有關法例、規例及規則向客戶寄出月結單，列出有關月份之交易概要，除非該戶口於任何特定月份內沒有進行任何交易或並無收支項目，亦沒有任何未清餘額或持倉合約。
- 9.2. The Customer shall have a duty to examine the account statement and the monthly statement

carefully and to notify the Company in writing of any alleged error or irregularity therein within 48 hours or such other period of time as may be specified by the Company generally or in any particular case, after the date of despatch of such confirmation or statement. The Customer agrees that the Company is not liable for any damages or market fluctuations resulting from any delay in reporting an error to the Company. Otherwise, in the absence of a manifest error, the account statement and monthly statement shall be conclusive and the Customer shall be deemed to have waived its right to report any such error and the Company will be released from all claims by the Customer in connection with the statement or any action taken or not taken by the Company regarding the Account. In the case that there is an overpayment of money to the Account, the Customer agrees to notify the Company as soon as it is aware of the overpayment and agrees not to remove (or if it is removed, to return) the money. When the Customer agrees to receive the account statement and the monthly statement via electronic mail, any statements issued by the Company to the Customer via the e-mail address specified by the Account Opening Form shall be effective when transmitted and the Customer shall accept all risk of delay and/or non-delivery associated with electronic mailing.

客戶有責任細心查看戶口結單及月結單，並於發出日起計48小時內或本公司一般或於特定情況下指定之其他期間內，以書面通知本公司有關任何指稱之錯誤或不正確之處。客戶同意，本公司無須就因客戶延遲向本公司報告錯誤而引致之任何損害或市場波動承擔責任。另一方面，戶口結單及月結單如無明顯錯誤即屬最終結果，客戶將被視為已放棄報告任何該等錯誤之權利。而本公司將無須對客戶就結單或本公司對戶口採取或不採取行動而作出之一切索償負責。假如戶口中出現多付款項，客戶同意於獲悉時立即會知本公司，并同意不會轉移有關款項（或如已轉移，須立即退還）。如客戶同意以電郵接收戶口結單及月結單，戶口結單及月結單一經由本公司發出立即生效，客戶將承擔使用電子郵寄可能發生的傳送失敗、延遲等風險。

## 10. Events of Default 違約事件

10.1. The following events shall be **Events of Default** for the purposes of this Agreement:

以下事件就本協議而言乃屬違約事件：

- 10.1.1. in respect of any Contract, the Customer fails to observe or perform on its due time and date any provision thereof (including, without prejudice to the generality of the foregoing, any of this Agreement), or in respect of any other agreement or transaction between the Customer and the Company, the Customer fails to observe or perform on its due date any provision thereof or the Customer assigns or purports to assign the whole or any part of the benefit of any Contract; or  
就任何合約而言，客戶未能於到期日或時間遵守或履行任何規定（包括在不影響上文之一般性原則下本協議之任何規定）或就客戶與本公司之間之任何其他協議或交易而言，客戶未能於到期日遵守或履行任何規定或客戶將任何合約之全部或任何部份利益出讓或宣稱將其出讓；或
- 10.1.2. the Customer (in the case of an individual) dies, or is judicially declared insane or incompetent, or commits an act of bankruptcy or, (in the case of a corporate) is insolvent or, (in the case of a partnership) is dissolved or enters into an arrangement or composition for the benefit of its creditors or ceases or threatens to cease to make payment of its debts; or  
客戶（如屬個人）去世或法律上被宣告精神錯亂或無行為能力，或作出破產行為或（如屬公司）無力償債或（如屬合夥企業）解散或為其債權人利益而訂立債務安排或重整協議，或停止或聲言停止償還其債務；或
- 10.1.3. an encumbrancer takes possession or a receiver, trustee or other similar officer is appointed in respect of any part of the Customer's undertaking, assets or revenues or a distress, execution or other process is levied or enforced or sued out upon or against any property of the Customer and is not removed, discharged or paid out in full within 7 days; or

客戶之業務、資產或收入之任何部份被扣押，或已委任破產管理人、信託人或其他類似人員，或已對客戶之任何財產作出扣押財物、執行或其他程序之徵取或強制償付行動或訴訟，並且於7天內並無撤銷、解除有關行動或全數繳付所欠債項；或

- 10.1.4. an administrator, liquidator or similar officer is appointed or an administration order made with respect to the Customer or the whole or any part of the Customer's assets or business; or  
就客戶或客戶之資產或業務之全部或任何部份委任遺產管理人、清盤人或類似人員或發出遺產管理令；或
- 10.1.5. any money or security deposited as margin by the Customer shall be determined by the Company at its sole discretion to be inadequate having regard to the value of Contracts entered into, or proposed to be entered into, by the Customer; or  
在本公司全權決定下認定客戶存放作為保證金之任何款項或抵押品，就客戶所訂立或擬訂立之合約價值而言并不足夠；或
- 10.1.6. there shall, without the prior written consent of the Company, be a debit balance on any Account of the Customer with the Company; or  
未經本公司事前書面同意，客戶於本公司之任何戶口出現結欠；或
- 10.1.7. notwithstanding that none of the above events has occurred, the Company considers it necessary for its own protection, in particular, during volatile market situation.  
儘管沒有發生上述任何事件，惟本公司認為有需要保障本身利益者，尤其在市場動盪的期間。
- 10.2. Without prejudice to any other rights or remedies which the Company may have, if any of the Events of Default shall occur, without prior demand, call or notice to the Customer:  
在不影響本公司可能擁有之任何其他權利或補救方法，倘若發生任何違約事件，在無須事先要求，催促或通知客戶之情況下：
- 10.2.1. The Company shall be entitled to immediately close the Account;  
本公司有權即結束戶口；
- 10.2.2. The Company shall be entitled to terminate all or any part of this Agreement;  
本公司有權終止本協議之全部或任何部份；
- 10.2.3. The Company shall not, pending remedy thereof, be obliged to pay over any sum or deliver any assets held by way of security to the Customer in respect of any Commodity Futures transaction;  
本公司無須（於採取補救方法之前）就任何商品期貨交易向客戶支付任何款項或交付所持有作為抵押品之任何資產；
- 10.2.4. The Company shall be entitled to suspend performance of any of its obligations to the Customer howsoever arising and whether under any Contract or otherwise, including the payment of any sum or sums of money then due or which might thereafter become due, until such time as the Customer has fully complied with all its obligations to the Company;  
本公司有權暫停履行其根據任何合約或其他而向客戶應盡之任何責任，包括支付當時到期或日後到期之任何款項，直至客戶悉數履行對本公司之一切責任為止；
- 10.2.5. The Company shall be entitled at any time after the occurrence of any Event of Default to close out all or any existing Contracts in such manner as it considers necessary or desirable having regard to the Rules notwithstanding that the



settlement date(s) thereof shall not have arrived and to take such other steps as it may consider necessary to protect its interests, but in no circumstances shall the Company be under any obligation to exercise any of such rights or, if it does exercise any of such rights, to do so at a time or in a manner beneficial to the Customer;

本公司有權於發生任何違約事件後隨時按其就規則而言認為必需或適宜之方式結清所有或任何現有合約（儘管合約尚未到期結算），並採取其認為必需之其他步驟以保障其利益，但在任何情況下，本公司均無責任行使任何該等權利，或在對客戶有利之時間或以有利於客戶之方式行使該等權利；

- 10.2.6. The Company may sell or sub-pledge any securities, financial instruments, documents or other property held by it under this Agreement as it may deem appropriate in order to discharge any obligations of the Customer to the Company; and  
本公司如認為適當，可出售或轉押其根據本協議而持有之任何證券、金融票據、文件或其他財物，以解除客戶對本公司之任何責任；及

- 10.2.7. The Company may combine, consolidate and set-off any or all accounts of the Customer in accordance with Clause 14.  
本公司可根據第14項條文將客戶任何或所有戶口結合、合併及抵銷。

All amounts due or owing by the Customer to the Company under this Agreement shall become immediately due and payable if an Event of Default occurs. Any demand, call or notice given by the Company to Customer prior to its exercise of any rights under this Clause shall not be construed as a waiver of the right of the Company to exercise its rights under this Clause without prior notice.

倘若發生違約事件，客戶根據本協議欠負本公司之所有款項將變成即時到期應付。本公司於其根據本條文行使任何權利之前向客戶發出之任何要求、催繳或通知，不得被視為本公司已放棄其無須事先通知而行使本條文下之權利。

## 11. Termination 終止

- 11.1. Provided that there is no outstanding Contract in the Account, either party may terminate this Agreement at any time by giving the other party no less than 3 Business Days' notice in writing.  
只要戶口內並無尚未完成之合約，任何一方均可隨時給予對方不少於3個營業日之書面通知，以終止本協議。

- 11.2. Termination under this Clause:  
根據本條文而作出之終止：

- 11.2.1. shall not affect any transactions entered into by the Company pursuant to this Agreement before the termination;  
不得影響本公司於終止前依據本協議而訂立之任何交易；

- 11.2.2. shall not affect the rights or liabilities of either party in respect of open Contracts or Contracts in respect of which there is an outstanding liability to the Company and shall be without prejudice to the Company's rights to all deposits, margin and other sums held by it and this Agreement shall continue to apply thereto; and  
不得影響任何一方就未平倉合約或對本公司有尚未完成責任之合約之權利或責任，亦不得影響本公司對其持有之一切存款，保證金及其他款項之權利，而本協議將繼續適用於以上各項；及

- 11.2.3. shall not terminate or affect any warranties made by the Customer under this

Agreement or any Contract.

不得終止或影響客戶根據本協議或任何合約所作之任何保證。

- 11.3. Upon termination of this Agreement under this Clause, all amounts due or owing by the Customer to the Company under this Agreement shall become immediately due and payable. The Company shall cease to have any obligations to conduct Commodity Futures transactions on behalf of the Customer in accordance with the provisions of this Agreement, notwithstanding any Instructions from the Customer to the contrary.

當本協議根據本條文而終止時，客戶根據本協議而欠負本公司之一切款項將變成立即到期應付。

本公司將不再有責任根據本協議條文代客戶進行商品期貨交易，即使客戶發出任何相反之指示。

## 12. Notices and Communications 通知及通訊

- 12.1. All notices, reports, statements, confirmations and other communications shall be in written or electronic form (if applicable) which may be personally delivered or transmitted by post, facsimile or electronic mail, if to the Customer, at the address, facsimile number or electronic mail address given in the Account Opening Form or at such other address, facsimile number or electronic mail address as shall be designated by the Customer in a written notice to the Company; and if to the Company, at its address at such office of the Company as the Company may from time to time select and notify to the Customer.

所有通知、報告、結單、確認書及其他通訊須以書面或電子方式（如適用）發出，如收件人為客戶，可親身交付或以郵遞、傳真或電郵傳送至開戶申請表所載之地址、傳真號碼或電郵地址或客戶以書面形式告知本公司之其他地址、傳真號碼或電郵地址；如收件人為本公司，則送往本公司不時選擇及知會客戶之本公司辦事處。

- 12.2. All such notices, reports, statements, confirmations and other communications shall be deemed to have been duly served:

所有該等通知、報告、結單、確認書及其他通訊於下列時間視作妥為送達：

- 12.2.1. at the time of delivery or transmission, if delivered personally, by facsimile or by electronic mail; or

如屬親身交付，以傳真或電郵方式發出，乃於交付或傳送時；或

- 12.2.2. 2 Business days after the date of posting, if sent by local mail; or

如屬本地郵件，於寄出日起計2個營業日；或

- 12.2.3. 5 Business days after the date of posting, if sent by overseas mail.

如屬海外郵件，於寄出日起計5個營業日。

- 12.3. The Customer acknowledges that telephone calls between the Customer and the Company may be recorded and that the record may be used as final and conclusive evidence of the Instructions in the case of disputes.

客戶同意，客戶與本公司之間之電話對談可予錄音，如有爭議，該錄音可用作最終及具決定性客戶指示之證據。

## 13. Assignment 轉讓

- 13.1. The Customer may not assign any rights hereunder or under any Contract without the consent of the Company. The Customer's rights arising under each Commodity Futures transaction or Contract shall be subject to all rights, liabilities and obligations arising out of the application of this Agreement to every other Commodity Futures transaction entered into by the Customer with the Company.

未經本公司同意，客戶不可轉讓本協議或任何合約下之任何權利。客戶於每項期貨交易或合約中產生之權利，須受本協議對客戶與本公司訂立之每項其他商品期貨交易適用之所有權利，負債及責任所規限。

- 13.2. The Customer agrees that the Company may transfer its rights and obligations under this Agreement without the Customer's consent.  
客戶同意，本公司可轉讓其於本協議下之權利及責任，而無須徵求客戶同意。

#### 14. Consolidation of Customer's Accounts and Set Off 客戶戶口之合併及抵銷

- 14.1. The Company shall be entitled but not obliged at any time without notice, either for itself or as agent for its Associate, to combine and/or consolidate any or all of the Customer's accounts, of any nature and either individually or jointly with others, with the Company or any Associate, and liabilities to the Company and/or any Associate.  
本公司有權（但并非必須）隨時無須通知客戶，為其本身或作為代理為其聯繫人士而結合及/或合併客戶設於本公司或任何聯繫人士之任何或所有客戶戶口，不論戶口屬任何性質，由個人或與他人共同開立，以及結合及/或合併客戶欠本公司及/或任何聯繫人士之負債。
- 14.2. Subject to applicable law and rules, without prejudice to any other right that the Company may have, whether at law or otherwise, it may set off, transfer or apply any money, securities or other property in any of the accounts referred to in Clause 14.1 above and/or any amounts owing by the Company to the Customer under any Contract or otherwise howsoever to satisfy obligations or liabilities of the Customer to the Company and/or any Associate whether such obligations and liabilities are due and payable, actual or contingent, primary or collateral, secured or unsecured, or joint or several.  
在適用法例及規則之規限下，并在不影響本公司依法或以其他方式擁有之任何其他權利之原則下，本公司可抵銷、轉移或動用上文第14.1項條文所述任何戶口中之任何款項、證券或其他財物及/或本公司根據任何合約或其他方面欠負客戶之任何款項，以抵償客戶對本公司及/或任何聯繫人士之責任或負債，無論該等責任及負債乃屬到期應付，或該等責任及負責屬實際或或然、主要或附屬、有抵押或無抵押、共同或各別性質。
- 14.3. Any security given to the Company by the Customer for any purpose shall extend to any amount owing from the Customer to the Company after exercise of any right of set off, combination or transfer referred to in Clause 14.2 above.  
客戶為任何目的給予本公司之任何抵押品，包括應用於行使上文第14.2項條文所述任何抵銷、合併或轉讓權利之後客戶欠負本公司之任何款項。

#### 15. Currency 貨幣

- 15.1. The Company may, without prior notice to the Customer, make any currency conversions it considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under this Agreement or any Contract. Any such conversions shall be effected by it in such manner and at such rates as it may at its discretion determine having due regard to the prevailing rates for freely convertible currencies.  
本公司可在無須事先通知客戶之情況下，作出其認為必需或適宜之任何貨幣兌換，以遵守其於本協議或任何合約下之責任或行使基於本協議或任何合約之權利。任何該等兌換，須以基於適當考慮自由兌換貨幣之現行匯率後由本公司全權釐定之匯率及方式而進行。
- 15.2. All foreign currency exchange risk arising from any Contract or from the compliance by the Company with its obligations or the exercise by it of its rights under this Agreement shall be borne by the Customer.

因任何合約或本公司根據本協議遵守其責任或行使其權利而產生之任何外幣兌換風險，須由客戶承擔。

## **16. Anti-Money Laundering and Counter-Terrorist Financing 打擊洗黑錢及恐怖分子資金籌集活動**

- 16.1. Where the Customer is an Intermediary as defined in the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance ("AMLO"), the Customer undertakes the following:

如客戶是在〈打擊洗錢及恐怖分子資金籌集（金融機構）條例〉（[反洗黑錢條例]）所界定的中介人，客戶承諾會：

- 16.1.1. Maintenance of internal policies, procedures and controls to comply with anti-money laundering/ countering the financing of terrorist laws, regulations, and guidelines including performing ongoing monitoring of clients and their transactions;  
確保內部政策，程序及措施符合打擊洗錢及恐怖分子資金籌集的法律、規則及指引，包括對其客戶及有關交易進行持續監察；
- 16.1.2. Performance of client due diligence measures specified in section 2 of schedule 2 of AMLO; and  
依照反洗黑錢條例附表2的第2條，對其客戶進行盡職審查；及
- 16.1.3. Provision without delay of the documentary evidence obtained in the course of carrying out client due diligence measures upon request from overseas or local regulators or the Company.  
應海外或本地監管機構或本公司的要求，沒有延誤地提供在執行客戶盡職審查措施過程中取得的任何文件或紀錄的複本。

## **17. Limitation of Liability and Indemnity 法律責任及彌償之上限**

- 17.1. Neither the Company nor any of its directors, officers, employees and agents or any correspondents shall be liable to the Customer for any direct, indirect or consequential loss or damage (including economic loss or damage) suffered by the Customer arising out of or connected with any act or omission in relation to this Agreement, any Contracts or in respect of any Commodity Futures transactions unless such loss results from its or any of its fraud, negligence or wilful default. The Customer undertakes to keep the Company and its directors, its officers, employees and agents indemnified against all costs, charges, loss, claims, damages, liabilities, demands or proceedings (including, without limitation, any costs and expenses incurred in settling any claim, demand or proceeding) incurred by the Company or them arising out of anything done or omitted pursuant to any Instruction given by the Customer or the Authorized Persons or in relation to any matters contemplated by this Agreement, by any of the Contracts or in respect of any Commodity Futures transactions or arising out of or connected with any breach by the Customer of the Customer's obligations to the Company pursuant to this Agreement, any of the Contracts or in respect of any Commodity Futures transactions.

本公司或其任何董事、高級職員、僱員及代理人或任何商業代表，均無須就客戶因本協議、任何合約或任何商品期貨交易之任何作為或不作為而蒙受之任何直接、間接或相應損失或損害（包括經濟損失或損害）而向客戶承擔責任，除非該等損失乃因本公司或其任何董事、高級職員、僱員及代理人或任何商業代表欺詐、疏忽或故意失責所導致，則作別論。客戶承諾就本公司或其任何董事、高級職員、僱員及代理人因依據客戶或獲授權人士發出的指示所作出或不作出之任何事情，或本協議或任何合約或任何商品期貨交易擬進行之任何事項，或因客戶違反其依據本協議、任何合約或任何商品期貨交易對本公司之責任而招致之一切費用、收費、損失、索償、損害賠償、責任、訴求或法律訴訟（包括但不限於因和解任何索償、追討或法律訴訟而招致之任何費用及開支），向本公司及其董事、高級職員、僱員及代理人作出彌償。

- 17.2. In addition to any lien, right of set-off or other right which the Company may have, the Company shall be entitled at any time and without notice to the Customer to set-off the indemnity herein given or any such charge, fee or monies owing to the Company in respect of the services herein rendered against any of the Customer's account whether in Hong Kong or elsewhere notwithstanding that the credit balances on such accounts and the Customer's liabilities may not be expressed in the same currency. The Customer hereby authorizes the Company to effect any necessary conversion of the currency at the Company's prevailing rate of exchange and the Customer hereby waives any rights, claims, actions or proceedings which the Customer may have against the Company for any loss or liabilities which the Customer may suffer as a consequence of the Company acting in accordance with this authorization.

除本公司可能擁有之任何留置權、抵銷權或其他權利外，本公司隨時有權在無須知會客戶之情況下，以客戶設於香港或其他地方之任何戶口抵銷於本協議所作之彌償或因本協議所提供服務而欠負本公司之任何收費、費用或金錢，即使存於該等戶口之結餘及客戶之負債可能并非屬於同一貨幣。客戶謹授權本公司按本公司現行匯率進行所需之貨幣兌換，客戶謹放棄就客戶本可因本公司按此項授權行事而導致後果所蒙受之任何損失或責任而向本公司申索之任何權利、索償、訴訟或法律訴訟。

## **18. Joint and Several Liability/Successors 共同及各別法律責任／繼承人**

- 18.1. Where the Customer comprises two or more individuals:

假如客戶包括兩名或以上人士：

- 18.1.1. the Account shall be owned by the individuals as joint tenants with the right of survivorship and each such individual shall be jointly and severally liable for all obligations under this Agreement;

有關戶口須由個人以聯權共有人身份擁有，各人均具生存者取得權，每名個人將共同及各別地承擔本協議下所有責任；

- 18.1.2. the Company may accept Instructions from, give receipts to and for all purposes deal with any one of such individuals without notice to the other individual and the Company is not responsible for determining the purposes or propriety of an Instruction the Company receives from any such individual or for the disposition of payments or deliveries among such individuals. The Company reserves the right to require written Instructions from all such individuals at its discretion;

本公司可在無須通知另一名人士之情況下，接受其他任何一名人士之指示、向其發出收據及為所有目的而與其交易，且本公司並無責任決定自此等人士所收到之指示之目的為何或是否恰當，或對此等人士之間如何處置付款或投資交付須負上任何責任。本公司保留要求所有此等人士作書面指示之權利；

- 18.1.3. any payments made to any one of such individuals shall be a valid and complete discharge of the Company's obligations to each individual regardless of whether such payment is made before or after the death of any one or more of such individuals;

向任何一名該等人士作出之任何付款，均為有效及全面履行本公司對每名人士之責任，不論該等付款是於任何一名或多名該等人士去世之前或之後作出；

- 18.1.4. any notices and communications sent to one such individual will be deemed notice to all individuals holding the Account;

向一名該等人士寄出之任何通知及通訊，將視作向持有戶口之所有人士之通知；

- 18.1.5. subject to the provisions of the Estate Duty Ordinance (Cap. 111), on the death of any such individual (being survived by any other such individual), this Agreement shall not be terminated and the interest in the Account of the deceased shall thereupon vest in and ensure for the benefit of the survivor(s) (and, in the case of the death of all individuals, to the legal representative(s) of the last survivor on production of a Grant of Probate or Letter of Administration in respect of that last

survivor) provided that any liabilities incurred by the deceased individual shall also be enforceable by the Company against such deceased Customer's estate. The surviving Customer(s) shall give the Company written notice immediately upon any of them becoming aware of any such death.

在香港法例第111章<遺產稅條例>條文之規限下，當任何該等人士去世後（而其任何一名該等人士尚存），本協議亦不得終止，死者戶口中之權益將歸屬於尚存者（假如所有人士均已去世，則於出示最後尚存者之遺囑認證書或遺產管理書後，賦予最後尚存者之遺產管理人），但已故者所招致之任何負債，亦可由本公司向該名已故客戶之遺產強制執行。尚存客戶須於獲悉任何該等死訊後立即以書面通知本公司。

- 18.2. This Agreement shall be binding on the Customer's heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

本協議對客戶之後嗣、遺囑執行人、遺產管理人、繼承人及受讓人（視乎情況而定）具有約束力。

## 19. Amendments 修訂

The Customer agrees that the Company may amend the terms of this Agreement by giving the Customer reasonable notice of the changes in writing at any time. Any amendment to this Agreement shall take effect on expiry of such notice period and the Customer will be deemed to have accepted the amendment if it does not terminate the Account.

客戶同意，本公司可隨時透過給予客戶合理書面通知修訂本協議之條款。本協議之任何修訂將於該通知期屆滿時生效，客戶如沒有終止戶口，則視作已接受有關修訂。

## 20. Client Identity Rule 客戶身份規則

Notwithstanding Clause 3.3, if the Customer effects Commodity Futures transactions listed on the HKFE, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with its clients, the Customer hereby agrees that, in relation to such transaction where the Company has received an enquiry from the HKFE and/or the SFC (the "Hong Kong regulators"), the following provisions shall apply.

儘管第 3.3 項條文已有規定，倘若客戶達成香港期交所之商品期貨交易，不論是以全權決定或非全權決定方式，亦不論是以代理人身份或作為當事人身份與其客戶訂立對應之交易，客戶謹同意，就本公司接獲香港期交所和/或證監會（[香港的監管機構]）查詢之該等交易而言，以下條文適用。

- 20.1. Subject as provided below, the Customer shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the transactions were effected and (so far as known to the Customer) of the person with the ultimate beneficial interest in the transactions. The Customer shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the transactions.

於下文之規限下，客戶在本公司要求下（此要求應包括香港監管機構的聯絡詳情）須立即知會香港監管機構有關為其達成交易之客戶之身份、地址、職業及聯絡詳情，以及（盡客戶所知）最終實益擁有人之身份、地址、職業及聯絡詳情。客戶亦須知會香港監管機構有關發起該等交易之任何第三者（如有別於客人／最終受益人）之身份、地址、職業及聯絡詳情。

- 20.2. If the Customer effected the transactions for a collective investment scheme, discretionary account or discretionary trust, the Customer shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed the Customer to effect the transactions.

倘若客戶就某一集體投資計劃、全權委託戶口或全權委託信託達成交易，客戶須於本公司要求下

(該要求包括香港監管機構之有關聯絡詳情) 立即知會香港監管機構有關該等計劃、戶口或信託之身份、地址及聯絡詳情, 以及(如適用)代表該等計劃、戶口或信託指示客戶達成交易之人士之身份、地址、職業及聯絡詳情。

- 20.3. If the Customer effected the transactions for a collective investment scheme, discretionary account or discretionary trust, the Customer shall, as soon as practicable, inform the Company when the Customer's discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where the Customer's investment discretion has been overridden, the Customer shall, immediately upon request by the Company (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transactions.

倘若客戶就某一集體投資計劃、全權委託戶口或全權委託信託達成交易, 客戶須於其代該計劃、戶口或信託進行投資之權力被撤銷時盡快知會本公司。假如客戶之全權代客投資權力已予撤銷, 客戶須於本公司要求下(該要求應包括香港監管機構之有關聯絡詳情)立即知會香港監管機構有關就交易發出指示之人士之身份、地址、職業及聯絡詳情。

- 20.4. If the Customer is aware that its client is acting as intermediary for its underlying clients, and the Customer does not know the identity, address, occupation and contact details of the underlying client for whom the transactions were effected, the Customer confirms that:

倘若客戶明知其客戶乃以中介人身份為其背後之客戶行事, 而客戶並不知道為其達成交易之相關客戶之身份、地址、職業及聯絡詳情, 則客戶確認:

- 20.4.1. it has arrangements in place with its client which entitle the Customer to obtain the information set out in Clauses 20.1 and 20.2 from its client immediately upon request or procure that it be so obtained; and

已經與其客戶作出安排, 令客戶有權於被要求時立即向該客戶取得第20.1及20.2項條文所載之資料或促致其取得該等資料; 及

- 20.4.2. it will, on request from the Company in relation to a transaction, promptly request the information set out in Clauses 20.1 and 20.2 from the client on whose instructions the transactions were effected, and provide the information to the Hong Kong regulators as soon as received from its client or procure that it be so provided.

於本公司就某項交易提出要求時, 立即向按其指示達成交易之客戶要求取得第20.1及20.2項條文所載之資料, 並於接獲該客戶有關資料後盡快向香港監管機構提供該等資料或促致其獲得該等資料。

- 20.5. The Customer confirms that, where necessary, it has obtained all relevant consents or waivers from clients, collective investment schemes, discretionary accounts or discretionary trusts for whose account transactions may be effected to release information to the Hong Kong regulators of the identity and contact details of such clients, collective investment schemes, discretionary accounts or discretionary trusts, and of the person(s) with the ultimate beneficial interest in any such transactions, and (if different from the client/ultimate beneficiary) of the person(s) who originated the transactions.

客戶確認, (如有必要)已從為其達成交易之該等客戶、集體投資計劃、全權委託戶口或全權委託信託取得一切有關同意或豁免, 向香港監管機構透露有關該等客戶、集體投資計劃、全權委託戶口及全權委託信託以及任何該等交易中的最終實益擁有人及初始訂立交易人士(如有別於該客戶/最終收益人)之身份及聯絡詳情。

- 20.6. The provisions of this Clause shall continue in effect notwithstanding the termination of this Agreement.

即使本協議被終止, 本項條文仍繼續有效。

## 21. Governing Law 管轄法律

This Agreement and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of Hong Kong and may be enforced in accordance with the laws of Hong Kong.

本協議及其內所述一切權力、責任及法律責任須受香港法律管轄及據此解釋，並可按香港法例執行。

## 22. General 一般事項

- 22.1. Each term of this Agreement is severable and distinct from the others. If any term in this Agreement is inconsistent with any present or future law, rule or regulation of the HKFE, the Clearing House or any authority having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

本協議內每一條款均與其他條款互相分開，各自獨立。倘若本協議內任何條款與香港期交所、結算所或對本協議標的事項具司法管轄權之任何當局之任何現行或未來法例、規則或規例有抵觸，該項條文將視作已根據任何該等法例、規則或規例而被撤銷或修改。而本協議於所有其他方面將繼續維持十足效力及作用。

- 22.2. Time shall in all respect be of essence in the performance of all of the Customer's obligations under this Agreement.

在客戶履行本協議下所有責任時，時間於所有方面乃屬重要因素。

- 22.3. A failure or delay in exercising any right, power or privilege in respect of this Agreement by the Company will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or future exercise of that right, power or privilege.

不得因本公司未能或延遲行使本協議內任何權利、權力或特權而推定為本公司已放棄該項權利、權力或特權，本公司單一或部分行使任何權利、權力或特權將不得影響本公司此後或將來行使該權利、權力或特權。

- 22.4. In the event of any difference in the interpretation or meaning between the Chinese and English version of this Agreement, the Customer and the Company agree that the English version shall prevail.

倘若本協議之中、英文版本在解釋或定義方面有任何歧異，客戶與本公司均同意以英文版為準。

## 23. Risk Disclosure and Disclaimer 風險披露及免責聲明

The Company refers the Customer to the Risk Disclosure Statements and Disclaimers as contained in Schedule 3.

客戶請閱覽附表 3 所載風險披露聲明及免責聲明。



## SCHEDULE 1

### 附表 1

## ON-LINE TRADING AGREEMENT

### 網上交易協議

This On-line Trading Agreement is supplemental to the Futures Client Agreement entered into by the Company and the Customer to which this On-line Trading Agreement is annexed whereby the Company agrees to provide to the Customer Electronic Services which enable the Customer to give electronic Instructions and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computers, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network ("Electronic Services").

本網上交易協議乃本公司與客戶所訂立期貨客戶協議之補充文件，根據該協議，本公司同意向客戶提供電子服務，令客戶可透過使用相容之個人、家庭或小型商業電腦，包括裝有解調器、終端機或網絡電腦的可接駁電訊網絡之互聯網設備，以電腦或電話傳遞方式發出電子指示並獲取報價及其他資訊（「電子服務」）。

Where any conflict arises between the Futures Client Agreement and the provisions of this On-line Trading Agreement, the provisions of the latter shall prevail.

假如期貨客戶協議與本網上交易協議條文出現任何抵觸，概以後者之條文為準。

#### 1. Interpretation 釋義

- i. Terms defined in this On-line Trading Agreement have the same meanings as in the Futures Client Agreement unless stated otherwise.

除非另作說明，否則本網上交易協議所界定之詞彙與期貨客戶協議之詞彙具有相同意義。

- ii. The following expressions shall, unless the context requires otherwise, have the following meanings:

除文義另有規定者外，以下詞彙具有下述意義：

**"Login ID"** means the Customer's identification, used in conjunction with the Password, to gain access to the Electronic Services;

**「識別碼」**指客戶之身份識別碼，與密碼一起使用，以取用電子服務；

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

**「資訊」**指與商品期貨合約及期貨市場有關之任何交易或市場數據、賣出及買入報價、新聞報導、第三者分析報告、研究資料及其他資訊；

**"Password"** means the Customer's password, used in conjunction with the Login ID, to gain access to the Electronic Services.

**「密碼」**指客戶之密碼，與識別碼一起使用，以取用電子服務。

- iii. References to "Instructions" in the Futures Client Agreement are deemed to include electronic Instructions given by means of Electronic Services.

於期貨客戶協議內提述之「指示」乃視為包括以電子服務方式發出電子指示。

- iv. "Transaction Notices and Reports" and "Notices and Communications" referred to in Clauses 9 and 12 of the Futures Client Agreement respectively may be sent solely by means of Electronic Services if the Customer so consents and such consent can be given initially as indicated in the Account Opening Form or subsequently by Electronic Services. Confirmations delivered by

Electronic Services shall be deemed to have been duly delivered at the time of transmission.

根據期貨客戶協議第9及12項條文，如客戶同意，其條文中分別提述之「交易通知及報告」及「通知及通訊」可單獨透過電子服務發出，此同意可於客戶最初在開戶申請表內表明，或於其後透過電子服務表明。以電子服務交付之確認書將視作於傳送時正式交付。

## 2. Using Electronic Services 使用電子服務

- i. On the issuance by the Company to the Customer of its Login ID and Password, the Electronic Services shall be activated and the Company shall notify the Customer.

當本公司向客戶發出識別碼及密碼後，電子服務將被啟動，而本公司將知會客戶。

- ii. The Company is entitled to require the Customer 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.

本公司有權於執行任何指示之前，要求客戶按本公司不時通知存放現金及／或證券作為按金。

- iii. The Customer agrees:

客戶同意：

- 2.3.1. that it shall use the Electronic Services only in accordance with this On-line Trading Agreement, the Futures Client Agreement and the instructions and procedures as set out in the Company's Instruction Manual which is supplied to the Customer from time to time;

根據該網上交易協議、客戶期貨協議及本公司不時發給客戶之指示手冊所載之指示及程序使用電子服務；

- 2.3.2. that it shall be the only authorized user of the Electronic Services;

客戶乃電子服務之唯一授權使用者；

- 2.3.3. that it shall be responsible for the confidentiality and use of its Login ID and Password;

客戶須負責識別碼及密碼之保密及使用；

- 2.3.4. that it shall be solely responsible for all Instructions entered through the Electronic Services using its Login ID and Password and any Instructions so received by the Company shall be deemed to be made by the Customer at the time received by the Company and in the form received;

客戶須就使用其識別碼及密碼透過電子服務輸入之所有指示承擔全部責任，本公司將視接獲之任何指示於本公司接獲時以本公司所接獲方式由客戶發出；

- 2.3.5. that it shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Login ID or Password;

倘若獲悉其識別碼或密碼已遺失、遭偷取或擅用，須立即知會本公司；

- 2.3.6. that the Company has the right to suspend the Electronic Services if an incorrect Login ID and Password are entered on 3 occasions;

倘若輸入不正確之識別碼及密碼3次，本公司有權暫停提供電子服務；

- 2.3.7. to provide the Company with the Customer's e-mail address, and promptly provide the Company with any changes to the Customer's e-mail address, and to accept electronic communications from the Company at the e-mail address the Customer has specified;

向本公司提供客戶之電郵地址，如客戶之電郵地址有任何改變，須及時知會本公司，並於客戶指定之電郵地址接收來自本公司之電子通訊；

- 2.3.8. that the Company may at its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Electronic Services;  
本公司可全權就可透過電子服務發出之指令類別、指令價格範圍施加限制；
- 2.3.9. to pay all subscription, service and user fees, if any, that the Company charges for the Electronic Services and authorizes the Company to debit the Customer's Account with the same;  
支付本公司就電子服務所收取之一切訂用、服務及使用費（如有），並授權本公司於客戶戶口內扣除該等款項；
- 2.3.10. that it shall be bound by any consent the Customer gives through the Electronic Services for the Company to provide any notices, statements, trade confirmations and other communications to the Customer solely through Electronic Services; and  
客戶如透過電子服務同意本公司只以電子服務方式向客戶發出任何通告、結單、確認書及其他通訊，則須受此項同意之約束；及
- 2.3.11. that it shall logoff the Electronic Services immediately following the completion of each Electronic Services session.  
客戶須於每次電子服務時段完成後立即退出登錄電子服務。
- iv. After the giving of an Instruction via the Electronic Services, the Customer shall check via the Electronic Services that its Instruction has been correctly acknowledged by the Company.  
於透過電子服務發出指示後，客戶須透過電子服務查看其指示是否已獲本公司正確妥為認收。
- v. Without limiting the generality of the foregoing, the Customer acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given through the Electronic Services 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 Customer shall remain liable for the original Instruction.  
在不局限於前述條文之一般性原則下，客戶承認及同意，透過電子服務發出之指示可能無法被修訂或取消，有關指示只有在未獲本公司執行前方可能被修訂或取消。在此等情況下，本公司將盡最大努力修訂或取消指示，但即使本公司認收有關修訂或取消之訊息，亦不保證必定作出有關修訂或取消。假如未能作出修訂或取消，客戶仍須對原有指示承擔責任。
- vi. In the case the Electronic Services is not available, the Customer shall place its Instructions in accordance with the Futures Client Agreement.  
倘若電子服務無法使用，客戶須按期貨客戶協議之條文發出指示。

### 3. Provision of Information 資訊之提供

- i. The Company may convey Information to the Customer by Electronic Services. The Customer may be charged a fee for Information the Company provides that has been obtained from any markets and from other third-parties that transmit Information (collectively referred to as the "Information Providers").  
本公司可透過電子服務向客戶傳遞資訊。客戶或需就本公司所提供取自任何市場及傳送之其他第三者（統稱「資訊供應商」）之資訊而繳付費用。
- ii. The Information is the property of the Company, the Information Providers or others and is

protected by copyright. The Customer shall:

資訊乃本公司、資訊供應商或其他人士之財產，受版權保障。客戶不得：

- 3.2.1. not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and  
未經版權擁有人先許可，上載、張貼、複製或分派受版權或其他知識產權（包括公開資料及保持私隱之權利）保障之任何資訊、軟件或其他材料；及
- 3.2.2. not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.  
於其本身用途或其通常業務運作範圍以外使用該等資訊或其任何部分。

iii. The Customer agrees not to:  
客戶同意：

- 3.3.1. 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);  
未經本公司及有關資訊供應商以書面明示同意，不得複製、再傳送、傳播、出售、分派、刊登、廣播、傳閱或使用該等資訊作任何商業用途；
- 3.3.2. use the Information for any unlawful purpose;  
不得使用該等資訊作非法用途；
- 3.3.3. use the Information or any part thereof to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in futures listed on the HKFE.  
不得使用該等資訊或其任何部分以建立、維持或提供或協助建立、維持或提供買賣於香港期交所掛牌之期貨之交易平台或買賣服務。

iv. The Customer 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 Electronic Services.

客戶同意遵從本公司為保障資訊供應商及本公司在資訊及電子服務各自之權利而提出之合理書面要求。

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

客戶須遵從本公司不時發出有關獲准使用資訊之合理指示。

#### 4. Intellectual Property Rights 知識產權

- i. The Customer acknowledges that the Electronic Services, and any software comprised in it, is proprietary to the Company. The Customer warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Electronic Services or any of the software comprised in it. The Customer agrees that the Company shall be entitled to terminate this On-line Trading Agreement if at any time the Customer breaches, or if the Company at any time reasonably suspects that the Customer has breached, this warranty and undertaking.

客戶承認，電子服務及所包括之任何軟件乃屬本公司專有。客戶保證及承諾，客戶不得及不得試圖竄改、修改、解編、反編程破壞、策劃或以任何其他方式予以改動，亦不得試圖未經授權進入電子服務之任何部分或所包括之任何軟件。客戶同意，倘若於任何時候違反或本公司於任何時候合

理懷疑客戶已違反此項保證及承諾，則本公司有權終止本網上交易協議。

## 5. Limitation of Liability and Indemnification 法律責任及彌償之上限

- i. The Company, Associates, its agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Customer resulting from circumstances beyond their reasonable control including, without limitation:  
本公司、聯繫人士、其代理人資訊供應商無須就因超出彼等合理控制範圍之情況（包括但不限於以下各項）而令客戶蒙受之任何損失、費用、開支或負責承擔責任：
  - 5.1.1. delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, electronic or other systems that are not under our control;  
透過電話、電子或其他不受本公司控制之系統向本公司或由本公司傳送之通訊出現延誤、故障或不準確情況；
  - 5.1.2. delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers;  
由資訊供應商提供之研究、分析、市場數據及其他資訊出現延誤、不準確、遺漏或無法取用之情況；
  - 5.1.3. unauthorized access to communications systems, including unauthorized use of the Customer access number(s), password(s) and/or account numbers; and  
被未經授權進入通訊系統，包括未經授權使用客戶上網號碼、密碼及／或戶口號碼；及
  - 5.1.4. war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.  
爆發戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所關閉或正常買賣受干擾、天氣情況惡劣及天災。
- ii. The Customer agrees to defend, indemnify and hold the Company, its Associates, its 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 Customer's violation of the Futures Client Agreement (including this On-line 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 On-line Trading Agreement.  
客戶同意，就因客戶違反期貨客戶協議（包括本網上交易協議）、適用之期貨法例或規例或任何第三者權利（包括但不限於侵犯任何版權、違反任何所有權利及侵犯任何私隱權）而引致之任何及所有索償、損失、負債、費用及開支（包括但不限於律師費），向本公司、其相應代理人及資訊供應商作出答辯、彌償及令本公司、其相應代理人及資訊供應商不蒙受損失。此項責任於本網上協議終止後仍然有效。
- iii. The Customer accepts that while the Company endeavours 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.  
客戶承認，儘管本公司已盡力確保所提供資訊準確可靠，但本公司不擔保其準確性或可靠性，故此不會就因任何不正確或遺漏而引致之損失或損害而承擔責任（無論其訴因是有關合同，侵權行為或其他任何理由）。

## 6. Termination of Electronic Services 電子服務之終止

- i. The Company reserves the right to terminate the Customer's access to the Electronic Services or any portion of them at its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Customer's Login ID, Password and/or account number(s), breach of this On-line Trading Agreement or the Futures Client Agreement, 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，在無須通知及不受限制下，以任何理由全權決定終止客戶使用電子服務或其任何部分，該等理由包括但不限於客戶之識別碼、密碼及/或戶口號碼被擅自使用，違反本網上交易協議或期貨客戶協議，本公司與資訊供應商之任何資訊中斷，或本公司與資訊供應商之間之一項或多項協議被終止。

- ii. In the event of termination by the Company, the Information Providers, and the Company shall have no liability to the Customer; 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 Customer for the portion of the Electronic Services not furnished to the Customer as of the date of such termination.

假如終止乃由本公司或資訊供應商提出，本公司無須向客戶承擔責任，但倘若在並無任何理由下終止有關服務，本公司須按比例退還客戶就計至終止之日尚未提供之該部分電子服務已繳付之任何費用。

## 7. Risk Disclosure 風險披露

The Company refers the Customer to the Risk Disclosure Statements and Disclaimers contained in Schedule 3. 客戶請閱覽附表 3 所載之風險披露聲明及免責聲明。

## 8. General 一般事項

- i. In the event of any dispute between the parties, the Customer agrees that the records of the Company (including electronic records) shall prevail.

假若雙方出現任何爭議，客戶同意以本公司之記錄（包括電子記錄）為準。

- ii. The Company may change the terms in this On-line Trading Agreement from time to time by giving the Customer reasonable notice in writing or via Electronic Services.

本公司可透過向客戶發出合理書面通知或透過電子服務，不時更改本網上交易協議之條款。

## SCHEDULE 2

### 附表 2

#### *Personal Information Collection Statement*

#### 個人資料收集聲明

1. From time to time, it is necessary for customers to supply Grandly Financial Services Limited and its associated or affiliated companies ("Grandly Group") with data in connection with the opening or continuation of accounts and the establishment or continuation of trading or credit facilities or provision of financial, commodities, derivatives, investment, investor education and related services.

客戶在申請開立戶口、延續戶口及建立或延續交易或信貸設施或要求冠力金融服務有限公司及其聯營及關聯公司(下稱“冠力集團”)提供金融、商品、衍生產品、投資、投資者教育及相關服務時，須要不時向冠力集團提供資料。

2. Failure to supply such data may result in Grandly Group being unable to open or continue accounts or establish or continue trading or credit facilities or provide the services referred to in clause 1 above.

若客戶未能向冠力集團提供有關資料，可能會導致冠力集團無法開立或延續戶口或建立或延續交易或信貸設施或提供上文第1款所述的服務。

3. It is also the case that data are collected from customers in the ordinary course of the continuation of the business relationship between customers and Grandly Group.

在客戶與冠力集團的正常業務往來過程中，冠力集團亦會收集客戶的資料。

4. The purposes for which data relating to customers may be used (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")) are as follows:

客戶的資料可能會(不論在香港特別行政區(下稱“香港”)或香港以外)用於下列用途：

- i. the daily operation of the services and credit facilities provided to customers;  
為客戶提供服務及信貸設施之日常運作；
- ii. conducting credit checks;  
作信貸檢查；
- iii. assisting other financial institutions to conduct credit checks;  
協助其他金融機構作信貸檢查；
- iv. ensuring ongoing credit worthiness of customers;  
確保客戶的信用維持良好；
- v. designing the services, products or facilities referred to in clause 1 above for customers' use;  
為客戶設計上文第1款所述的服務、產品或設施；
- vi. marketing the services, products and facilities referred to in clause 1 above (details of the use or provision of personal data by Grandly Group for direct marketing purposes are set out in clause 6 below);  
宣傳上文第1款所述的服務、產品及設施(有關冠力集團使用及提供個人資料作直接促銷用途的詳

情載於下文第6款)；

- vii. determining the amount of indebtedness owed to or by customers;  
確定冠力集團對客戶或客戶對冠力集團的債務；
- viii. collection of amounts outstanding from customers and those providing guarantee or security for customers' obligations;  
向客戶及為客戶提供擔保或抵押的人士追收欠款
- ix. meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on Grandly Group;  
根據冠力集團須遵守的法律及／或監管要求或法庭命令作出披露；
- x. abiding by the obligations, requirements or arrangements for disclosing and using data that apply to Grandly Group or that it is required or expected to comply pursuant to:  
根據下列條文須遵守或被要求或被期望履行所有適用於冠力集團有關披露及使用資料之責任、規定或安排：
  - a. any applicable law (including, without limitation, Foreign Account Tax Compliance Act (where applicable)) binding or applying to it within or outside the Hong Kong (whether present or future);  
不論於香港或境外對冠力集團具約束力或適用於冠力集團的任何目前或將來存在的適用法律(包括但不限於，海外帳戶稅收合規法案)(如適用)；
  - b. any guidelines, code of conducts, rules or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other competent authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong (whether present or future);  
不論於香港或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他主管機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引、操守準則、規則或指令；
  - c. any present or future commitment (whether contractual or otherwise) with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on Grandly Group or by virtue of its commercial, financial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other competent authority, or self-regulatory or industry bodies or associations;  
冠力集團因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的司法管轄區有關的商業、金融、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的其他承諾；
- xi. abiding by any requirements, policies, procedures, measures or arrangements for sharing data and information within Grandly Group and/or any other use of data and information in accordance with any group-wide programmes for the purpose of complying with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful or illegal activities;  
遵循所有冠力集團內有關共享資料及資訊之所有規定、政策、程序、措施或安排及/或任何其他為任何群體根據制裁或預防或偵查洗錢、恐怖融資或其他非法或違法活動的規定而訂立有關使用資料及資訊之規定；
- xii. facilitating and enabling an actual or proposed assignee of Grandly Group, or participant or sub-



participant of its rights in respect of the customer to evaluate the transaction contemplated to be the subject of the assignment, participation or sub-participation; and  
促使冠力集團的實在或擬議關於客戶權益的受讓人，或參與人或附屬參與人對作為轉讓、參與或附屬參與項下擬議的交易作評估；及

- xiii. purposes relating to any of the above.  
與上述任何項目有關的其他用途。

Grandly Group may from time to time transfer customers' data outside of Hong Kong for any of the above purposes.

冠力集團可能會不時將客戶的個人資料轉至香港以外的地方作任何上述之用途。

5. Data held by Grandly Group relating to a customer will be kept confidential but Grandly Group may provide such data to the following parties (whether within or outside Hong Kong):

冠力集團會把客戶的相關資料保密，但冠力集團可能會把該等資料提供給以下人士(不論在香港或香港以外)：

- i. any agent, contractor or third party service provider who provides administrative, telecommunications, computer, financial, trade execution, cash, securities and/or contracts clearing or settlement or other services to Grandly Group in connection with the operation of its business;  
任何代理人、承辦商或向冠力集團提供與冠力集團的業務運作有關的管理、電訊、電腦、金融投資、執行交易服務或現金、證券及／或合約結算或交收服務或其他服務的第三方服務提供者；
- ii. any other person under a duty of confidentiality to Grandly Group including but not limited to any member of the Grandly Group which has undertaken to keep such information confidential;  
任何對冠力集團有保密責任的人，包括但不限於已承諾把該等資料保密的任何冠力集團成員；
- iii. any financial institution or dealer with which the customer has or proposes to have dealings;  
任何與客戶已有或建議有交易往來的金融機構或交易商；
- iv. any credit reference agency and in the event of default, any debt collection agency;  
任何信貸資料服務機構及於欠帳時給予收數公司；
- v. any actual or proposed assignee of Grandly Group or participant or sub-participant or transferee of its rights in respect of the customers;  
任何冠力集團的實在或擬議的關於客戶權益的受讓人或參與人或附屬參與人；
- vi. any person providing or proposing to provide guarantee or security for customers' obligations;  
and  
任何為客戶的責任提供或建議提供擔保或抵押的人士；及
- vii. any person to whom Grandly Group is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to Grandly Group, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other competent authorities, or self-regulatory or industry bodies or exchange or associations of financial services providers with which Grandly Group is expected to comply, or any disclosure pursuant to any commitment (whether contractual or otherwise) of Grandly Group with local or foreign legal, regulatory, governmental, tax, law enforcement or other competent authorities, or self-regulatory or industry bodies or exchange or associations of financial services providers, all of which may be within or outside Hong Kong as may be existing (whether present or future).  
任何冠力集團對其有義務或根據任何法律上具約束力或適用於冠力集團的要求而須向其作出披露

的人；或根據或以其為目的之任何法律、監管、政府、稅務、執法或其他主管機關或金融服務供應商的自律監管或行業組織或交易所或協會作出或發出的指引或指令，而冠力集團據此被期望遵循而須作出的披露；或不論目前或將來冠力集團因本地或外地的法律、監管、政府、稅務、執法或其他主管機關，或金融服務供應商的自律監管或行業組織或交易所或協會的承諾(不論是合約或其他方面的承諾)而須作出的披露。

## 6. USE OF DATA IN DIRECT MARKETING

在直接促銷中使用資料

Grandly Group may use a customer's personal data in direct marketing with the customer's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

在獲得客戶的同意（包括表示不反對）下，冠力集團可能會把客戶的個人資料作於直接促銷。就此，請注意：

- i. the customer's personal data such as the customer's name, telephone number, email address, correspondence or permanent address, account number, products and services portfolio information, transaction pattern and behaviour, risk profile, financial background and investment objectives and experience may be used by Grandly Group in direct marketing;  
客戶的個人資料，例如：姓名、電話號碼、電郵地址、通信或永久地址、帳戶號碼、產品及服務投資組合信息、交易模式及行為、財務背景及投資目標及經驗等，可能會被使用於直接促銷；

- ii. the following classes of services, products, facilities and marketing subjects may be marketed:  
以下類別的服務、產品、設施及推廣標的可用作促銷：

- a. financial, commodities, derivatives, investment, financing, investor education and related services;  
金融、商品、衍生產品、投資、信貸、投資者教育及相關服務、產品及設施
- b. reward, loyalty or privileges programmes and related services;  
獎賞、年資獎勵或優惠計劃及相關服務；
- c. services offered by business partners of any member of Grandly Group providing any of the services referred to in clause 6(ii)(a) above; and  
由任何冠力集團成員的商業夥伴所提供的服務(該等商業夥伴為提供任何上文第6(ii)(a)款所述的服務的供應商)；及
- d. donations and contributions for charitable and/or non-profit making purposes;  
為慈善及／或非牟利目的而作出之捐款及捐贈；

- iii. the above services, products, facilities and marketing subjects may be provided or (in the case of donations and contributions) solicited by Grandly Group and/or any of the following persons:  
上述服務、產品、設施及推廣標的可由冠力集團及／或任何下述各方提供或（就捐款及捐贈而言）徵求：

- a. any member of Grandly Group;  
任何冠力集團之成員；
- b. third party institutions and providers of any of the services referred to in clause 6(ii)(a) above;  
第三方機構及提供任何上文第6(ii)(a)款所述的服務的供應商；

- c. business partners of any member of Grandly Group providing any of the services referred to in clause 6(ii)(a) above; and  
任何冠力集團成員的商業夥伴(該等商業夥伴為提供任何上文第6(ii)(a)款所述的服務) ;  
及
  - d. charitable or non-profit making organizations;  
慈善或非牟利組織 ;
- iv. Grandly Group may, with the customer's written consent (which includes an indication of no objection), also provide the personal data described in clause 6(i) above to any of the persons referred to in clause 6(iii) above for use by any of them in direct marketing of the services, products, facilities and marketing subjects referred to in clause 6(ii) above. Grandly Group may so provide the personal data to such persons for direct marketing purposes for gain.  
在獲得客戶的書面同意(包括表示不反對)下,冠力集團亦可能會把上文第6(i)款所述的個人資料提供予上文第6(iii)款所述的任何人士,以供該等人士在其直接促銷上文第6(ii)款所述的服務、產品及設施時使用。冠力集團可能會為得益而向該等人士提供個人資料,以供該等人士用於直接促銷。

If a customer wishes Grandly Group to cease to use and provide his/her personal data to other persons for use in direct marketing, the customer may notify Grandly Group in writing by mailing or faxing the written notification to the postal address or fax number provided in clause 9 below. Grandly Group shall then cease to use and provide his/her personal data for direct marketing purposes without any charge.

如客戶希望冠力集團停止使用客戶的個人資料及提供予其他人士作直接促銷用途,客戶可以規定的方式通知冠力集團資料保護專員,其郵寄地址及傳真號碼載於下文第9款。此後,冠力集團必須停止使用及提供客戶的個人資料作直接促銷用途,費用全免。

7. Under and in accordance with the terms of the Ordinance, an individual has the right to:

在符合私隱條例之條款情況下,任何個人有權:

- i. check whether Grandly Group holds data about him/her and the right of access to such data;  
查冠力集團是否持有客戶的資料及查閱有關的資料;
- ii. require Grandly Group to correct any data relating to him/her which is inaccurate; and  
要冠力集團更正與該人士有關而不準確的資料;
- iii. ascertain Grandly Group's policies and practices in relation to data and to be informed of the kind of personal data held by Grandly Group.  
查悉冠力集團對處理資料的政策與實務及冠力集團所持有的個人資料的種類。

8. In accordance with the terms of the Ordinance, Grandly Group has the right to charge a reasonable fee for the processing of any data access request.

根據私隱條例的規定,冠力集團有權就處理任何查閱資料的要求收取合理費用。

9. The person to whom requests for ceasing to use of personal data in direct marketing, access to data, correction of data or information regarding policies and practices and kinds of data held are to be addressed as follows:

如欲要求停止使用客戶的個人資料作直接促銷用途或查詢或更正資料或查詢有關政策、慣例及資料的種類,請向以下人士提出:

The Data Protection Officer  
Grandly Group  
RM 1403, 14/F, Yue Xiu Building, 160-174 Lockhart Road, Wan Chai, Hong Kong  
Tel : (852) 2768 3800  
Fax : (852) 2768 3808

資料保護專員

冠力集團

香港灣仔駱克道 160-174 號越秀大廈14 樓 1403 室

電話 : (852)2768-3800

傳真 : (852)2768-3808

10. This Statement may be revised, amended or supplemented from time to time by Grandly Group. The most up-to-date statement can be found in Grandly Group's website at [www.grandlyifg.com](http://www.grandlyifg.com) or available from Grandly Group upon written request.

冠力集團可對本聲明不時作出修改、修訂或補充。最新版本的聲明可於冠力集團之網站[www.grandlyifg.com](http://www.grandlyifg.com)取覽或以書面方式向冠力集團索取。

In case of discrepancies between the English and Chinese versions of this statement, the English version shall prevail.

如本聲明的中英文版本有任何歧義，概以英文版本為準。

## **SCHEDULE 3**

### **附表 3**

## ***RISK DISCLOSURE STATEMENTS AND DISCLAIMERS***

### **風險披露聲明及免責聲明**

#### **Risk of Trading Futures and Options**

##### **期貨及期權交易的風險**

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your 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. There is a possibility that any stop-loss order may be cancelled by a futures exchange due to various reasons including where orders are "out of price limits" during a fluctuating market. You should closely monitor your orders, as we may be unable to contact you in the event of cancellation. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧損可能會超過最初存入的保證金數額。即使你設定了備用指示，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。此等“止蝕”交易指示或會被期貨交易所因不同原故而取消，包括：於市場波動時，該止蝕價位偏離了當日的價格上下限。你應密切留意所設定的指示，該指示可能在本公司無法及時與你聯絡的情況下被取消。你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，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的虧欠數額負責。因此，你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你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

#### **Risks of Customer Assets Received or Held outside Hong Kong**

##### **在香港以外地方收取或持有的客戶資產風險**

The Customer's assets received or held by the Company 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 Customer assets may not enjoy the same protection as that conferred on Customer assets received or held in Hong Kong.

本公司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。這些法例及規例與《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。

The Customer's assets may be held by the Company's execution or clearing brokers outside Hong Kong, which are subject to the applicable laws and regulations of the relevant overseas jurisdiction, which may be different from the standard of the Securities and Futures Ordinance of Hong Kong 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.

本公司的交易代理人或結算代理人可能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）及根據該條例製訂的規則可能有所不同。

因此，有關客戶資產有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。

## **Additional Risk Disclosure for Futures and Options Trading**

### **關於期貨及期權買賣的額外風險披露**

#### **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 you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the Company to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit. You should closely monitor your positions, as in some market conditions we may be unable to contact you or provide you with sufficient time to make the required deposits, and forced liquidation may be necessary.

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你投入或將需要投入的資金造成大比例的影響。所以，對你來說，這種槓桿作用可說是利弊參半。因此你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。若果市況不利你所持的倉盤或保證金水平提高，你會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外資金，你可能會被迫在虧損的情況下平倉，而所有因此而出現的短欠數額一概由你承擔。你應密切留意帳戶狀況，在市場波動下，本公司未必能聯絡你或提供足夠時間予你存錢，而你的持倉將有可能被強制平倉。

#### **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.

即使你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”倉同樣的高。

#### **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 familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your 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，均應先了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。你應計入期權金及所有交易成本，然後計算出期權價值切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, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you 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式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，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你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. 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.

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的期權金，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。此外，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

### 期貨及期權的常見風險

#### 4. Terms and conditions of contracts

## **合約的條款及細則**

You should ask the Company with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you 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.

你應向替你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（例如在什麼情況下你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 you have 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。如果你賣出期權後遇到這種情況，你須承受私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. The absence of an underlying reference price may make it difficult to judge "fair" value.

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。

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**

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

如果你為在本地或海外進行的交易存放款項或其他財產，你應了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，則可認定屬於你的財產將會如現金般按比例分配予你。

## **7. Commission and other charges**

### **佣金及其他收費**

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for



which you will be liable. These charges will affect your net profit (if any) or increase your loss.

在開始交易之前，你先要清楚了解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤（如有）或增加你的虧損。

## **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 you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the Company with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start 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。在進行交易之前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你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，你應先向有關商號查詢你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。

The key risks of conducting transactions in a futures market outside Hong Kong, including but not limited to the fact that its overseas counterparties and that futures market are not subject to the regulation of the SFC and may be subject to laws and regulations that may be different from the Securities and Futures Ordinance of Hong Kong and the rules and regulations made thereunder and consequently, the client may not enjoy the same protection as that conferred on trading in a Hong Kong futures market.

在香港以外地方的期貨市場進行交易的主要風險，包括但不限於海外對手方及該期貨市場不受證監會所規管及可能受到有別於《證券及期貨條例》及據此訂立的規則和規例的法律及規例所規管，而因此客戶可能無法享有在香港期貨市場進行交易所獲賦予的相同保障。

## **9. Assets held by executing or clearing agents or in omnibus accounts**

### **執行或結算代理人以及綜合帳戶持有的資產**

Your assets held by the Company's executing or clearing agents may expose you to additional risks. In the event that the Company's executing or clearing agent defaults, the Company may not be liable for your assets that were held by the Company's executing or clearing agents.

你由本公司執行或結算代理持有的資產可能使你面臨額外風險。如果本公司的執行或結算代理發生違約，本公司可能不對由其執行或結算代理持有的你的資產承擔責任。

Your rights to assets held by the Company in its omnibus account with a clearing house may be subject to the Company fulfilling its obligations to the clearing house, which may be further subject to the Company's other clients fulfilling their obligations to the Company, despite the fact that you did not default on your obligations to the Company.

你對本公司在結算所的綜合帳戶中持有資產的權利，可能取決於本公司履行其對結算所的義務，而這進一步可能取決於本公司的其他客戶履行他們對本公司的義務，即使你並未違反對本公司的義務。

Your rights to assets held by the Company in its omnibus account with an executing or clearing agent may be subject to the Company, the Company's other clients, the executing or clearing agent or their agents, and other

clients of the executing or clearing agent or their agents fulfilling their obligations to their counterparties, despite the fact that you did not default on your obligations to the Company.

你對本公司在執行或結算代理的綜合賬戶中持有資產的權利，可能取決於本公司、本公司的其他客戶、執行或結算代理或其代理，以及執行或結算代理或其代理的其他客戶履行他們對交易對手的義務，即使你並未違反對本公司的義務。

## **10. Currency risks**

### **貨幣風險**

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your 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（不論交易是否在你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。

## **11. 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. Your 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: you should ask the Company with which you deal 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，而你就此所能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，你應向為你進行交易的商號查詢這方面的詳情。

## **12. Electronic trading**

### **電子交易**

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you 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 your order is either not executed according to your 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。如果你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你的交易指示不能根據指示執行，甚或完全不獲執行。

## **13. 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 Company with which you deal may be acting as your 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 you undertake such transactions, you should familiarise yourself 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。為你進行交易的商號可能是你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，你在進行該等交易前，應先瞭解適用的規則和有關的風險。

#### **14. Risk of using the Electronic Services under the On-line Trading Agreement**

##### **使用網上交易協議下之電子服務的風險**

If you undertake Commodity Futures transactions via Electronic Services, you will be exposed to risks associated with the Electronic Services system including the failure of hardware and software, and the result of any system failure may be that your order is either not executed according to your Instructions or is not executed at all;

如果你透過某個電子交易系統進行商品期貨買賣，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你的交易指示不能根據指示執行，甚或完全不獲執行；

Due to unpredictable traffic congestion and other reasons, Electronic Services may not be reliable and transactions conducted via Electronic Services may be subject to delays in transmission and receipt of your Instructions or other Information, delays in execution or execution of its Instructions at prices different from those prevailing at the you're your Instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Customer as a result of such interruptions or delays or access by third parties. You should not place any Instruction with us via Electronic Services if you are not prepared to accept the risk of such interruptions or delays; and

因無法預計的擠塞和其他原因，電子服務可能並不可靠，通過電子服務進行的交易在傳輸和接收你的指示或其他資訊的過程中可能會被耽誤、延遲執行並以有別於你發出指示時的市價執行、在傳輸時被中斷或停頓等風險。在通訊過程中存在誤解或錯誤的風險，指示在發出過後，不一定可以被取消。此類中斷、耽誤或被第三方進入而使客戶遭受的任何損失，本公司一概不承擔責任。如果你不準備接受此類中斷或耽誤引致的風險，你不應透過電子服務來作出任何指示；及

Market data and other information made available to the Customer through our Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data or information.

電子服務中所提供的市場數據和其他資訊可能是本公司從其他第三者中獲取。雖然本公司相信這些數據和資訊是可靠的，但本公司或該等第三者都不會保證這些數據和資訊的準確性、完整性和即時性。

#### **15. Risk of Trading Structured Products**

##### **結構性產品的風險**

The prices of structured products may fall in value as rapidly as they may rise and investors should be prepared to sustain a significant or total loss of their investment. In respect of listed structured products, the issuer of the structured products may sometimes be the only person quoting prices on the relevant exchange. Prospective investors should therefore ensure that they understand the nature and risks of the structured product.

結構性產品的價格可急升跌，投資者應作好準備，有可能蒙受嚴重或完全損失其投資。就上市之結構性產品而言，

結構性產品之發行人有時可能是唯一在有關股票交易所中提供買賣報價的一方。準投資者應確保自己明白結構性產品的性質及風險。

## **16. Risk relating to Commodity Futures denominated in Renminbi (RMB)**

### **人民幣計價商品期貨的風險**

RMB Commodity Futures are subject to exchange rate fluctuations that may provide both opportunities and risks. The fluctuation in the exchange rate of RMB may result in losses in the event that you convert RMB into Hong Kong dollars ("HKD") or other foreign currencies. RMB is not fully and freely convertible and conversion of RMB through banks is subject to a daily limit and other limitations as applicable from time to time. You should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency if the RMB amount exceeds the daily limit. Any RMB conversion in relation to a RMB securities transaction shown in statements and contract notes is based on the prevailing exchange rate provided by the Exchange at 11:00am or other time as stipulated by the Exchange on the relevant trade day from time to time. However, actual RMB conversion upon settlement or on any other conversion day will be based on an exchange rate determined by the Company as a principal according to the prevailing exchange rate.

人民幣商品期貨受匯率波動影響，該匯率波動可能產生機會或風險。將人民幣兌換為港幣或其他外幣時，你有可能受人民幣匯率波動的影響而招致損失。人民幣並非完全自由兌換的貨幣，通過銀行進行人民幣兌換你將會受到每日限額限制及不時適用的其他限制。你應該留意不時適用的有關兌換的限制及其變動。如閣下需兌換超過每日限額的人民幣金額，須預留時間以備兌換。結單及成交單據所示任何與人民幣商品期貨交易有關的人民幣兌換率為交易所在有關交易日於上午十一時正或交易所不時規定的其他時間就該貨幣所提供的現行匯率。但是，實際的人民幣兌換交收或者其他兌換將跟據由本公司以主事人的身份按市場當時通行匯率而進行。

RMB Commodity Futures will be traded and settled in RMB. If you provide a settlement sum in a currency other than RMB, the Company will convert the settlement sum to RMB at the exchange rate determined by the Company as a principal according to the prevailing exchange rate. You should open RMB bank accounts for money settlement purpose if you wish to receive payments (such as sales proceeds and dividends) in RMB via banks.

人民幣商品期貨將以人民幣交易及交收。如閣下提供用於交收之款項為人民幣以外之貨幣，本公司將以主事人的身份按市場當時通行的匯率以本公司決定之匯率將交收之款項額兌換為人民幣。閣下如希望透過銀行收取人民幣款項（例如售賣收益及股息），應開立人民幣銀行戶口以作交收之用。

All trading related fees (including stamp duty, SFC transaction levy and exchange trading fees) shall be payable to Inland Revenue Department, SFC and Exchange, as the case may be, by the Company on behalf of the Customer in HKD. Of the settlement sum in RMB, the Company shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the trading related fees shall be for the account of the Company instead of you. You shall not have any rights to claim any gain arising from such currency conversion.

所有交易所相關費用（包括印花稅，證監會交易徵費及交易所交易費）均由本公司代表閣下以港幣支付予稅務局、證監會及交易所（視情況而定）。在人民幣交收款項中，本公司會將相當於交易相關費用的款項兌換成港元以作交收之用。就交易相關費用的外匯兌換所產生的任何收益或虧損應由本公司（而非客戶）負責。閣下無權就上述貨幣兌換產生的任何收益作出任何索償。

## **17. Risk relating to Trading in US Exchange-listed or Over-the-counter (OTC) Securities or Derivatives**

### **投資美國交易所上市交易證券或美國衍生性工具的風險**

You should understand the US rules applicable to trades in security or security-like instrument in markets governed by US law before undertaking any such trading. US law could apply to trading in US markets irrespective of the law applicable in your home jurisdiction.

閣下在投資任何受美國法律規管市場的證券或證券相類的工具前，應先了解適用於該等交易的美國規則。美國法律通常適用於美國交易市場，無論客戶所屬的國家法律是否亦同時適用。

Many (but by no means all) stocks, bonds and options are listed and traded on US stock exchanges. NASDAQ, which used to be an OTC market among dealers, has now also become a US exchange. For exchange-listed stocks, bonds and options, each exchange promulgates rules that supplement the rules of the US Securities & Exchange Commission ("SEC") for the protection of individuals and institutions trading in the securities listed on the exchange.

許多（但此非指全部）股票，債券及期權均在美國證券交易所掛牌及交易。納斯達克以往是交易商之間的場外交易市場，現亦已成為一家美國交易所。就在交易所上市的股票、債券及期權而言，每家交易所會及有補充美國證券交易委員會規例的規例，以保障在該交易所進行買賣證券的個人及機構。

OTC trading among dealers can continue in exchange-listed instruments and in instruments that are not exchange-listed at all. For securities that are not listed on any exchange, trading can continue through the OTC bulletin board or through the inter-dealer "pink sheets" that carry representative (not actual) dealer quotes. These facilities are outside of NASDAQ.

交易商可以繼續利用交易所掛牌或非交易所掛牌的工具進行場外交易。就未有在交易所掛牌的證券，其交易可以透過在場外電子交易板或載有代理（非真正的）交易商報價之交易商之間的粉紅價單進行。這些交易設施是在納斯達克以外設置。

Options on securities are subject to SEC rules and the rules of any securities exchange on which the options are listed. Options on futures contracts on commodities like wheat or gold are governed by rules of the US Commodity Futures Trading Commission ("CFTC"). There are also commercial options, like options on real estate, that are governed neither by SEC nor CFTC rules.

證券期權受美國證券交易委員會及該期權掛牌的證券交易所之規例管轄。期貨合約或商品例如小麥或黃金的期權受美國商品期貨交易委員會之規例管轄。商業期權例如房地產期權則不受美國證券交易委員會或美國商品期貨交易委員會之規則限制。

Whether you are intending to trade in US exchange-listed securities, OTC securities or derivatives, you should understand the particular rules that govern the market in which you are intending trade. An investment in any of these instruments tends to increase the risk and the nature of markets in derivatives tends to increase the risk even further.

不論閣下是否有意欲投資在美國交易所掛牌的證券、場外交易證券或衍生工具（如期權或期貨），客戶應了解監管擬進行交易之市場的有關規例。投資於沒有須在交易所掛牌要求的衍生工具會傾向於使風險增加及衍生工具市場的性質傾向於使風險進一步增加。

Market makers of OTC bulletin board are unable to use electronic means to interact with other dealers to execute trades. They must manually interact with the market, i.e. use standard phone lines to communicate with other dealers to execute trades. This may cause delays in the time it takes to interact with the market place. This, if coupled with increase in trade volume, may lead to wide price fluctuation in OTC bulletin board securities as well as lengthy delays in execution time. You should exercise extreme caution when placing market orders and fully understand the risks associated with trading in OTC bulletin board.

場外電子交易板的莊家不能使用電子媒介與其他交易商溝通以執行交易。他們必須以手動方式與市場溝通，即使用標準電話線與其他交易商溝通以執行交易，此舉可能會引致延遲與市場溝通。若在同時交易量增加，可引致場外電子交易板的證券價格波幅擴大及遲誤延長執行時間。客戶在市場落盤時應加倍審慎，並完全了解有關場外電子交易板交易的風險。

Market data such as quotes, volume and market size may or may not be as up-to-date as expected with NASDAQ or listed securities.

市場數據如報價、交易量及市場大小可能或未必與納斯達克或掛牌證券預期般一樣保持現況更新。

As there may be far fewer market makers participating in OTC securities markets, the liquidity in that security may be significantly less than those in listed markets. As such, you may receive a partial execution or the order may not be executed at all. Additionally, the price received on a market order may be significantly different from the price quoted at the time of order entry. When fewer shares of a given security are being traded, larger spreads between bid and ask prices and volatile swings in price may result. In some cases, the liquidation of a position in an OTC security may not be possible within a reasonable period of time.

因參與場外證券市場的莊家數目可能較少，該證券的流通量可能大幅較在市場掛牌證券的流通量低。因此，閣下的指示可能只獲部份執行，甚至全部不獲執行。此外，市場落盤所收到的價格可能與輸入買賣盤時的報價有明顯的不同。當某一證券的股份交易減少，可引致賣出/買入價的差距增加及造成價格波動。在某些情況下，未必能在合理時間內為場外證券平倉。

Issuers of OTC securities have no duty to provide any information to investors, maintain registration with the SEC or provide regular reports to investors.

場外交易證券的發行商並無責任各投資者搬資訊、與證券交易委員會維持登記或向投資者提供定期報告。

## **18. Default Risks & Counterparty Risks**

### **違責風險及交易對手風險**

Every investment products contains default risks and/or counterparty risks. Default risk could come from the issuer's failure to make payments as agreed. At time of market downturn, an issuer may default due to their inability to raise new debt to roll over or repay old one. Credit ratings are the most common tools used for assessing bond default risk. A rating represents the opinion of the rating agency at a particular point of time and may change over time, due to either changes in the financial status of the issuers or changes in market conditions.

所有產品都具有違責風險及/或交易對手風險。違責風險是指發行商未能根據協定繳付。如遇上經濟不景，發行商未必能成功借貸繼續經營或償還舊債。信貸評級是評估結構性產品違約風險最常用的工具。信貸評級代表信貸評級機構於某一特定時間內的意見，而信貸評級往往會因應發行商的財務狀況或市場情況的改變而作出調整。

Counterparty risk refers to the failure of the trading party in fulfilling their financial contractual obligations. While ratings by credit agencies represented quality assurances, investors should not only reference to the credit ratings of the product issuers, but also seek full understanding of the product structure and its exposure to the financial derivatives in order to avoid financial loss.

交易對手風險指交易方無力履行其財務合約責任。雖然信貸評級有一定的可靠性，投資者除了要參考發行商的信貸評級外，更要仔細留意產品的結構本身是否涉及衍生工具，以免招致損失。

## **19. General Major Risks associated with Exchange-traded Derivative Products (including but not limited to the following)**

### **交易所買賣衍生產品附帶的一般主要風險（包括但不限於以下所列）**

- i. Gearing risk  
槓桿風險

Exchange-traded derivative products such as derivative warrants and callable bull/bear contracts are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. Investors should be aware that the value of an exchange-traded

derivative product may fall to zero resulting in a total loss of the initial investment.

交易所買賣衍生性產品如衍生權證及牛熊證均為槓桿產品，其價值可按其相對於相關資產的槓桿比率而快速改變。投資者須留意，交易所買賣衍生性產品的價值可以跌至零，令當初的投資資金盡失。

ii. Issuer default risk  
發行人違約風險

In the event that an exchange-traded derivative product issuer becomes insolvent and defaults on their issued products, investors will be considered as unsecured creditors and will have no preferential claims to any assets held by the issuer. Investors should therefore pay close attention to the financial strength and credit worthiness of exchange-traded derivative product issuers. Since exchange-traded derivative products are not asset backed, in the event of issuer bankruptcy, investor can lose their entire investment.

倘若交易所買賣衍生產品發行人破產而未能履行其對所發行產品的責任，投資者只會被視為無抵押債權人，對發行人任何資產均無優先索償權。因此，投資者須特別留意交易所買賣衍生性產品發行人的財力及信用。由於交易所買賣衍生性產品並沒有資產擔保，若發行人破產，投資者便可能會損失其全部投資。

iii. Extraordinary price movements  
異常價格變動

The price of an exchange-traded derivative product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

交易所買賣衍生性產品的價格或會因為外來因素（如市場需求）而有別於其理論價，因此，實際成交價可以高於亦可以低於其理論價。

iv. Limited Life  
有效期限

Most of the exchange-traded derivative product issuer has an expiry date after which the products may become worthless. Investors should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

大部分交易所買賣衍生性產品均設有到期日，到期後產品將會變得毫無價值。投資者須留意產品的到期時間，確保所選產品尚餘的有效期能配合其交易策略。

## 20. Operational Risk for Trading of HKFE Products

### 交易香港期貨交易所之商品的經營風險

The Company is currently **NOT** an Exchange Participant of the Hong Kong Futures Exchange and the Company shall engage external brokerage agents who have the trading rights of the Hong Kong Futures Exchange to complete the dealing activities. As such, the Company has not taken out insurance policy against the financial losses due to fidelity risks arising from the dealing activities.

目前，本公司**不是**香港期貨交易所的交易所參與者，本公司須聘請擁有香港期貨交易所交易權的外部經紀代理來完成交易活動。因此，本公司一直未曾對從交易活動而產生的財務損失購買保險政策。

Nevertheless, the Company shall maintain its accounts with its brokerage agents in the manner of trust accounts and that such accounts will be covered by the fidelity insurance policy taken out by the Company's brokerage agents under the requirement of Securities and Futures (Insurance) Rules (Cap.571AI). Consequently, Customer

may not enjoy the same protection against the fidelity risks as that conferred on Customer when dealing with a Company who is an Exchange Participant of the Hong Kong Futures Exchange.

即便如此，本公司應與其經紀代理以信託帳戶形式開立帳戶，而這種帳戶將根據香港法例第571AI章《證券及期貨（保險）規則》的規定，受本公司的經紀代理人的忠誠保險政策所保障。因此客戶可能無法享受相對其他交易所參與者賦予客戶的風險保護。

**Disclaimer delivered pursuant to a Circular (Ref. No. CIR/LEGAL/980141) issued by the HKFE dated 8th May 1998**

**按香港期交所於一九九八年五月八日所發出的通告（編號 CIR/LEGAL/980141）而作出的免責聲明**

Stock indices and other proprietary products upon which contracts traded on Hong Kong Futures Exchange Limited (the "Exchange") may be based may from time to time be developed by the Exchange. The HKFE Taiwan Index is the first of such stock indices developed by the Exchange. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the Exchange (the "Exchange Indices") are the property of the Exchange. The process of compilation and computation of each of the Exchange Indices is and will be the exclusive property of and proprietary to the Exchange. The process and basis of compilation and computation of the Exchange Indices may at any time be changed or altered by the Exchange without notice and the Exchange 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 Exchange may designate be conducted by reference to an alternative index to be calculated. The Exchange does not warrant or represent or guarantee to any Member or any third party the accuracy or completeness of any of the Exchange Indices or their compilation and 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 Exchange 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 Exchange or any other person or persons appointed by the Exchange 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 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 or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any Member 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 Exchange in respect of such transactions.

作為香港期貨交易所有限公司（「交易所」）買賣合約基準之股份指數及其他專利產品可由交易所不時發展。香港期交所台灣指數為交易所發展之首個該等股份指數。可由交易所不時發展之香港期交所台灣指數及該等其他指數或專利產品（「交易所指數」）為交易所之財產。編製及計算各交易所指數之程式屬及將屬交易所之獨家財產及專利品。編製及計算各交易所指數之程式及基準可在無須通知之情況下由交易所隨時作出變動及更改，而交易所亦可隨時要求以交易所可能指定之任何交易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。交易所概無就任何交易所指數或其編製及計算或其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，亦無就與任何交易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別之擔保。此外，交易所亦不會就任何交易所指數之使用或交易所或其委任以編製及計算任何交易所指數之任何一名或多名人士在編製及計算任何交易所指數時出現之任何不確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或故障（包括但不限於因疏忽所引致之事宜）或任何會員或任何第三者因買賣以任何交易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各交易所提出索償、法律行動或法律訴訟。任何參與買賣以任何交易所指數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，並不會就該等交易而對交易所作任何依賴。

**Disclaimer delivered by Circular (Ref. No. CIR/LEGAL/980274) issued by the HKFE dated 31st July 1998**

**按香港期交所於一九九八年七月三十一日所發出的通告（編號 CIR/LEGAL/980274）而作出的免責聲明**

The Hang Seng Index and each of the four Sub-indices of the Hang Seng Index (namely Hang Seng Finance Sub-index, Hang Seng Utilities Sub-index, Hang Seng Properties Sub-index and Hang Seng Commerce &



Industry Sub-index (collectively "the Hang Seng Sub-indices")), their respective marks, names and processes of compilation and computation are the exclusive property of and proprietary to Hang Seng Data Services Limited and are published, compiled and computed by HSI Services Limited. HSI Services Limited has granted to the HKFE by way of licence the use of the Hang Seng Index and the Hang Seng Sub-indices solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on the Hang Seng Index and the Hang Seng Sub-indices (collectively "the Futures Contracts"). The process and basis of compilation and computation of Hang Seng Index and each of the Hang Seng Subindices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI Services Limited without notice and the HKFE may at any time require that trading in and settlement of such of the Futures Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor Hang Seng Data Services Limited nor HSI Services Limited warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the Hang Seng Index and/or any of the Hang Seng Sub-indices and its compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Index and/or any of the Hang Seng Sub-indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, Hang Seng Data Services Limited or HSI Services Limited in respect of the use of the Hang Seng Index and/or any of the Hang Seng Sub-indices for the purposes of and in connection with the Futures Contracts 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 Services Limited in the compilation and computation of the Hang Seng Index and/or any of the Hang Seng Sub-indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Futures Contracts. No claims, actions or legal proceedings may be brought by and Exchange Participant or any third party against the HKFE and/or Hang Seng Data Services Limited and/or HSI Services Limited in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party deals in the Futures Contracts in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, Hang Seng Data Services Limited and/or HSI Services Limited.

按恆生資訊服務有限公司開發的股票指數進行買賣的期貨合約規則的有關條款而作出的免責聲明恆生指數及恆生指數之四類分類指數（即恆生金融分類指數、恆生公用分類指數、恆生地產分類指數及恆生工商分類指數（合稱「恆生分類指數」）、其各自之標記、名稱及編製及計算方法為恆生數據服務有限公司之獨家財產及專利品，並由恆指服務有限公司刊印、編製及計算。恆指服務有限公司經已以許可證之形式允許香港期交所使用恆生指數及恆生分類指數，純粹分別用作設立、推廣及買賣以恆生指數及恆生分類指數為基準之期貨合約（合稱「期貨合約」）之基準。編製及計算恆生指數及恆生分類指數之程式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恆指服務有限公司不時作出變動或更改，而香港期交所可不時要求香港期交所可能指定之該等期貨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。香港期交所或恆生數據服務有限公司或恆指服務有限公司概無就恆生指數及/或任何恆生分類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交易所參與者或任何第三者保證或聲明或擔保，亦無就有關恆生指數及/或任何恆生分類指數給予或暗示任何該等保證或聲明或任何類別之擔保。此外，香港期交所、恆生數據服務有限公司或恆指服務有限公司亦不會就有關期貨合約及/或買賣期貨合約而使用恆生指數及/或任何恆生分類指數，或恆指服務有限公司編製及計算恆生指數及/或任何恆生分類指數之任何不正確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或故障（包括但不限於因疏忽所引致之事宜）或任何交易所參與者或任何第三者買賣期貨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。任何交易所參與者或任何第三者概不得就本免責聲明所述所產生之事宜向香港期貨交易所及/或恆生數據服務有限公司及/或恆指服務有限公司各交易所提出索償、法律行動或法律訴訟。任何買賣期貨合約之交易所參與者或任何第三者均完全明瞭本免責聲明，並不會就該等交易而對香港期交所、恆生數據服務有限公司及/或恆指服務有限公司作任何依賴。

## SCHEDULE 4

### 附表 4

#### ***LME COMMODITY TRADING AGREEMENT***

#### **倫敦金屬交易所商品交易同意書**

Due to the difference between trading LME commodities and other commodities, we hereby provide explanation and confirm the following rules with you.

由於倫敦金屬交易所商品的電子交易方式與其他期貨商品有所不同，故特此向閣下說明及與閣下確認以下規則。

1. Differing from identifying commodities by month, LME futures contracts are distinguished by the prompt date as they introduce a new contract each trading day.

與其他期貨商品以月份區分不同，倫敦金屬交易所商品是每一交易日推出一個新的合約，所有合約以到期日子區分。

2. In our electronic trading platform, only latest introduced futures contracts with the prompt date after 3 months (3M) can be traded.

在本公司的電子交易平台上只能買賣最新推出的3個月後到期日合約(3M)。

3. For the day trade futures contracts, buy or sell that commodity in the opposite side of the 3M futures contracts in our electronic trading platform to square off the position

即日買賣的合約，平倉只需要在電子交易平台上買入或賣出該商品的反方向3M 合約。

4. To square off the positions of other prompt date (Non Day-Trade) contracts, firstly buy or sell that commodity in the opposite side of the 3M futures contracts in our electronic trading platform, then call our LME Hotline for doing the carry, the square-off is completed after the adjustment of the dealing price (gain/loss on carry).

為其他到期日(非即日)合約平倉，首先在電子交易平台上買入或賣出該商品的反方向3M合約，之後致電本公司之倫敦金屬交易所熱線進行合約轉期手續，在得到轉期調整的成交價後方為平倉完成。

5. For Customers who intend to do the carry, they are required to contact our company within 30 minutes after the trade is done. Otherwise, the trade will be treated as 3M futures contracts.

所有需要做合約轉期調整的客戶必須在成完交易後30分鐘內致電本公司，否則所有交易均視為3M期貨合約。

6. LME carry trades done over 14 days will be charged with commission.

倫敦金屬交易所產品若需要調期的兩個合約到期日相差14天或14天以內，則不收取手續費，而14天之外的調期將收取手續費。

7. The floating contango or backwardation of the carry is determined by our brokers. Generally, it depends on the number of days, supply and demand of the market, and, external market condition.

合約轉期調整所產生的『轉期差價』(轉倉差價水位)價格浮動，定價取決於我方交易商。一般是按天數、市場供求及外圍市況個別訂定。

8. All the trades of LME futures contracts will still be recorded on the statement until the prompt date.

所有倫敦金屬交易所商品合約在到期日方能完全完成交易，在到期日前所有交易仍然會記錄在結單上。

9. No withdrawal is allowed before the prompt day, the amount of profit can only be used as margin.

所有交易盈利在到期日前不可以提取，只能作為保證金使用。