

Account Name 客戶名稱 _____

Account No. 客戶編號 _____

AE Code 客戶主任編號 _____



Jimei Futures Limited

集美期貨有限公司

CE No. 證監會中央編號 ARM854

Futures Client's Agreement

期貨客戶協議書

(For Corporate Client 公司客戶)

Account Opening Procedures for Futures Client

開設期貨戶口須知

If client opens an individual or corporate account with Jimei Futures Limited, please complete and sign the following documents and provide the following supporting documents:

客戶如欲在集美期貨有限公司開設個人或公司期貨戶口，請簽妥下列表格及提供下列證明檔：

(A) For Individual Futures Trading Account 個人期貨交易戶口

Please complete and sign the following documents 需簽署以下文件

- | | | |
|--------------------------|---|-----------------|
| <input type="checkbox"/> | 1) Client's Signature Card | 客戶戶口印鑑卡 |
| <input type="checkbox"/> | 2) Account Opening Information | 開戶資料 |
| <input type="checkbox"/> | 3) Authorization for Account Opening | 開戶授權書 |
| <input type="checkbox"/> | 4) Client Identity/Beneficiary (if necessary) | 客戶身份/受益人聲明(如需要) |
| <input type="checkbox"/> | 5) Futures Client's Agreement | 期貨客戶協議書 |
| <input type="checkbox"/> | 6) Risk Disclosure Statement | 風險披露聲明書 |
| <input type="checkbox"/> | 7) Standing Authority-Pay/Transfer Fund | 常設授權書-支付/轉賬款項 |
| <input type="checkbox"/> | 8) Internet Trading Agreement (if necessary) | 互聯網證券交易協議書(如需要) |

Please provide the following supporting documents 需要提供文件

- | | | |
|--------------------------|---|-----------------|
| <input type="checkbox"/> | 1) Hong Kong Identity Card or Passport Copy | 香港身份證或護照影印本 |
| <input type="checkbox"/> | 2) Residential Proof (e.g. rates demand note) | 住址證明(例如差餉單) |
| <input type="checkbox"/> | 3) Bank Account Proof (e.g. bank statement) | 銀行戶口證明(例如銀行月結單) |

(B) For Corporate Account 公司期貨戶口

Please complete and sign the following documents 需簽署以下文件

- | | | |
|--------------------------|---|-----------------|
| <input type="checkbox"/> | 1) Client's Signature Card | 客戶戶口印鑑卡 |
| <input type="checkbox"/> | 2) Account Opening Information | 開戶資料 |
| <input type="checkbox"/> | 3) Authorization for Account Opening | 開戶授權書 |
| <input type="checkbox"/> | 4) Client Identity/Beneficiary (if necessary) | 客戶身份/受益人聲明(如需要) |
| <input type="checkbox"/> | 5) Futures Client's Agreement | 期貨客戶協議書 |
| <input type="checkbox"/> | 6) Risk Disclosure Statement | 風險披露聲明書 |
| <input type="checkbox"/> | 7) Standing Authority-Pay/Transfer Fund | 常設授權書-支付/轉賬款項 |
| <input type="checkbox"/> | 8) Internet Trading Agreement (if necessary) | 互聯網證券交易協議書(如需要) |

Please provide the following supporting documents 需要提供文件

- | | | |
|--------------------------|---|---------------------------------------|
| <input type="checkbox"/> | 1) A certified Extract of Board Resolution | 經認證之董事決議摘要 |
| <input type="checkbox"/> | 2) A certified copy of the Memorandum and Articles of Association of the Company (up-dated as appropriate) | 公司組織大綱及章程之認證副本(最新版本) |
| <input type="checkbox"/> | 3) A certified Audited Accounts for the latest financial year | 經認證之最近財政年度已經審核之賬目審報表 |
| <input type="checkbox"/> | 4) For Company incorporated in Hong Kong | 適用於香港註冊公司 |
| <input type="checkbox"/> | i) A certified copy of valid Business Registration Certificate | 經認證之商業登記證 |
| <input type="checkbox"/> | ii) A certified copy of Certificate of Incorporation | 經認證之公司註冊證 |
| <input type="checkbox"/> | iii) Certified copies of Forms D 1, D2 or D3, and latest Annual Return (with details of ultimate beneficial shareholders) | 經認證表格 D1, D2 或 D3 及最近公司年報(附有最終權股東的資料) |
| <input type="checkbox"/> | iv) Copies of Hong Kong Identity Cards/ Passport of all Authorized Persons and Shareholders | 獲授權人士及股東的香港身份證或護照副本 |
| <input type="checkbox"/> | 5) For Overseas Company only | 只適用於海外公司 |
| <input type="checkbox"/> | i) Certificate of Registration as Overseas Company issued by Hong Kong Companies Registry | 香港特別行政區公司註冊署發出的海外公司登記證明書 |
| <input type="checkbox"/> | ii) Registered Agent's Certificate | 海外註冊代理人之證書 |
| <input type="checkbox"/> | iii) Certificate of Good Standing | 海外公司註冊官簽發的良好記錄證書 |
| <input type="checkbox"/> | iv) Certified true copy of register of all directors | 經認證有關的董事委任記錄冊(摘自法定董事名冊) |

Client Account Opening Signature Card 客戶開戶印鑑卡

Account Name 戶口名稱	Account No. 戶口號碼		
Name in English 英文名稱			
Name in Chinese 中文名稱			
Name of Client 簽署客戶名稱	ID Card/Passport No. 身份證/護照號碼	Client's Signature 客戶簽署	Company Chop 公司印章
Name of Client 簽署客戶名稱	ID Card/Passport No. 身份證/護照號碼	Client's Signature 客戶簽署	Company Chop 公司印章
Name of Client 簽署客戶名稱	ID Card/Passport No. 身份證/護照號碼	Client's Signature 客戶簽署	Company Chop 公司印章
Name of Client 簽署客戶名稱	ID Card/Passport No. 身份證/護照號碼	Client's Signature 客戶簽署	Company Chop 公司印章
Signing Instruction 簽署指示			

For Official Use Only 公司專用
Client's Signature Verified by : 客戶簽署核實 :

Account Opening Information 開戶資料

For Official Use Only 公司專用

Account No. 賬戶編號
Account Type 賬戶類別
Date of Opening 開戶日期

Corporation Information

Name of Account in Chinese Name 客戶中文名稱		Name of Account in English 客戶英文姓名稱	
Nature of Entity 組織類別 <input type="checkbox"/> Private Co. 私人公司 <input type="checkbox"/> Public Co. 公眾公司 <input type="checkbox"/> Legal Body 法團 <input type="checkbox"/> Overseas Co. 海外公司			
Nature of Business 業務性質		Country of incorporation 註冊國家	
Registration No. in the country of incorporation 在註冊國家之註冊號碼		B. R. No. in Hong Kong 香港商業登記號碼	
Principal place of business in Hong Kong 在香港之主要營業地址			
Tel. No. 電話號碼	Fax No. 傳真號碼	E-mail 電郵	

Bank Information 銀行資料

Bank Name 銀行名稱 _____ Bank Account No. 銀行賬戶號碼 _____
Bank Address 銀行地 _____

Account Maintain with other Brokerage 在其他證券公司之賬戶

Name of Broker 證券公司名稱 _____ Nature of Account 賬戶類別 _____
Address of Broker 證券公司地址 _____

Beneficial Owner of the Client 客戶實益持有人

Name 姓名	ID Card/Passport No. 身份證/護照號碼	Address 地址
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

To comply with Section 5.1 (a) of Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, please complete the following questions 請提供以下資料以便符合證券及期貨事務監察委員會持牌人或註冊人操守準則內之 5.1(a)項要求

Annual profit after tax (Hong Kong Dollars)* 全年除稅後利潤 (港幣) *

Less than 少於 200,000 200,000 – 500,000 500,000 – 1,000,000 1,000,000 – 3,000,000 Over 3,000,000

* Base on audited account as at (Date) 根據於(日期) _____ 之審計賬目

Total Assets Value Own (HK\$) 擁有總資產值 (港幣)

Less than 少於 500,000 500,000 - 1,000,000 1,000,000 - 4,000,000 4,000,000 - 8,000,000 Over 多於 8,000,000

Investment Objective 投資目標

Long Term 長期 Medium Term 中期 Short Term 短期 Speculation 投機 Hedging 對沖 Conservative 穩健

Investment Experience 投資經驗

Stock/Warrant 股票/認股權證 _____ year(s) 年 Option/Future 期權/期貨 _____ year(s) 年
 Forex/Bullion 外匯/貴金屬 _____ year(s) 年 Others 其他 _____ year(s) 年

Persons authorized to operate the Account

Name (In Block Letter) 姓名 (請用正楷填寫)	ID Card/Passport No. 身份証/護照號碼	Contact Tel. No. 聯絡電話	Specimen Signature 簽署式樣	Signing Group 簽署組別

Signing Instruction 簽署指示

Oral Trading Order 交易口頭指示 _____

Other documentations (including but not limited to money/shares deposit/withdrawal) 其他文件(包括但不限於現金/股票提存)

Instruction valid by signature of any _____ 指示由 _____ 簽署方可生效

Please send all correspondence to 請把所有往來檔寄至

Contact Person 聯絡人姓名 _____

Address 地址 _____

Oral Trade Confirmation 口頭覆盤

Contact Person 聯絡人姓名 _____

Tel. No. 電話號碼 _____ Fax No. 傳真號碼 _____ E-mail 電郵 _____

NOTES 註：

- The attached Futures Client's Agreement in relation to the operation of the Account must be signed by the client
客戶必須簽署本開戶資料所附之有關賬戶運作的期貨客戶協議書。
- If client is not the ultimate person or entity and/or beneficiary originating instructions and/or reaping gain or bearing risk of transactions in the Account, please complete Schedule "A" hereto.
客戶如非是最後買賣指示的來源及/或受益人，承受此賬戶得益或風險，請填寫附錄“A”。
- Any instruction bearing anyone or more of the specimen signatures of the authorized persons will be binding on the client
任何指示若由一式或多過一式上述有效獲授權人士的簽署者對客戶是有法律約束性。
- Client is drawn to Notice on Personal Data in Schedule "B" hereto.
客戶請閱讀附錄“B”個人資料告示。

Certify Information Provided Above is Correct 確認上述資料正確

Director 董事 (with company chop 公司印章)

Date 日期

For Official Use Only 公司專用			
Name of AE 客戶主任姓名		Know of Client 對客戶認知	
Introducer 介紹人	Documentation checked 文件查核	Compliance Checked 合規查核	RO Approval 負責人批核
Brokerage 佣金 Min. Brokerage 最低佣金		Trading Limit 交易額度	Interest Rate 利率

BOARD RESOLUTIONS
董事會決議

We hereby certify that the following board resolutions have been passed by the Board of Directors of _____ ("the Company") at a Meeting of the Board duly convened and held at _____ on _____ at which a quorum was present and acted throughout in accordance with the Articles of the Company and have been duly recorded in the Minutes Book of the Company without amendment and that the same are now in full force and effect.

本公司茲確認，下列決議案經_____〔下稱「本公司」〕董事會於_____年_____月_____日於_____正式召開之董事局會議通過，該會議自始至終有足夠法定人數出席，按照本公司章程規定並載入本公司之會議記錄冊內，而該決議案未有被修訂，並且正全面生效及有效。

IT WAS RESOLVED:

決議通過

(1) that a futures trading account ("the Account") be opened and maintained in the name of the Company with Jimei Futures Limited ("the Licensed Corporation") for the purpose of holding funds relating to any purchases, sales, holdings and other dealings in futures / option contract as the Company may instruct the Licensed Corporation as its agent to effect from time to time on behalf of the Company and that the Account and all such purchases, sales, holdings and other dealings be effected subject to and in accordance with the Authorization for Account Opening and the provisions of the Futures Client's Agreement;

以本公司名義在集美期貨有限公司(「下稱「持牌法團」)開立並操作一個期貨交易賬戶(下稱「賬戶」)以便本公司安排現金處理期貨/期權買賣、保管及各項交易，並且可不時以持牌法團為代理人代本公司用該賬戶進行期貨/期權買賣、保管及其他交易並受開戶授權書及期貨客戶協議書之條文規限

(2) that the Account Opening Information, Authorization for Account Opening (together with the Schedules thereto) and the Futures Client's Agreement in such for as completed and produced to the Meeting be and are hereby approved and that any two Directors of the Company be and are hereby authorized to sign the same for and on behalf of the Company and to deliver the signed originals to the Licensed Corporation; and

批准經填妥並於本次會議上提交之開戶資料、開戶授權書(及其附錄)及期貨客戶協議書，並授權本公司任何兩位董事代表本公司簽署上述開戶資料、開戶授權書及期貨客戶協議書，並將經簽署之該等文件正本送交持牌法團; 及

that for the operation of the Account, any _____ of the following persons be and is/are hereby authorized to give oral or written instructions on behalf of the Company, by telephone or in person or by facsimile or by letter or otherwise in all matters affecting the Account, including but not limited to the giving of securities trading instructions, transfer of funds, the deliver or transfer of futures/options contract and to sign any documents, statements or confirmations:

授權下列人士代表本公司用電話，親臨或電傳或信函或其他方式處理該賬戶包括但不限於買賣期貨/期權合約的指示，資金的轉移，證券的交收，及簽署文件、結算單或確認書等:

Name 姓名

Specimen Signature 簽名式樣

_____(Director(s)(董事)) Date (日期):_____

*Certified True Copy*by 認證真實._____

SCHEDULE 附錄"A"

Client Identity/Beneficiary

客戶身份/受益人聲明

(Under paragraph 5. of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission ("SFC")
[根據證券及期貨事務監察委員會(「證監會」)持牌人或註冊人操守準則第5.段])

- (a) Identity of the person(s) or entity ultimately responsible for originating instructions in relation to transaction to be conducted through the Account
最終負責就該賬戶進行交易引發指示的人士身份-

Name 姓名/名稱	ID. Card No. Passport 身份證/護照	Occupation 職業	Address 地址	Tel No. 電話號碼

For use by entity 實體適用(see Note 2/註 (二))

Name of Entity 實體名稱 _____
B.R. No. 商業登記號碼. _____
Certificate of Incorporation No. 公司證書號碼 _____
Place of Incorporation 註冊地點 _____
Office Tel No. 公司電話號碼 _____ Office Fax No. 公司傳真號碼 _____
Registered/Business Office 註冊/營業地點 _____
Name of Manager 經理人姓名 _____
I.D. Card/Passport No. 身份證/ 護照號碼 _____
Address 地址 _____
Tel No 電話號碼 _____ Fax No. 電傳號碼 _____

- (b) Identity of the ultimate beneficiary(ies): 最終受益人身份:

Name of Person(s) or entity who stand(s) to gain the commercial or economic benefit and/or to bear the Commercial or economic risk of transactions in the Account (If the same as (a) above, please state "as Above"):

最終獲得賬戶買賣所有商業或經濟利益及/或承受有關風險的人士或實體如與第(a)項相同，請填寫「同上」:-

Name 姓名/名稱	ID. Card No. Passport 身份證/護照	Occupation 職業	Address 地址	Tel No. 電話號碼

For use by entity 實體適用(see Note 2/註 (二))

(If the same as (a) above, please state "as above" 如與第(a)項同，請填寫「同上」)

Name of Entity 實體名稱 _____

B.R. No. 商業登記號碼. _____

Certificate of Incorporation No. 公司證書號碼: _____

Place of Incorporation: 註冊地點 _____

Office Tel No. 公司電話號碼: _____ Office Fax No. 公司傳真號碼: _____

Registered/Business Office 註冊/營業地點 _____

Name of Manager 經理人姓名 _____

I.D. Card/Passport No. 身份證/ 護照號碼 _____

Address 地址 _____

Tel No 電話號碼 _____ Fax No. 電傳號碼 _____

I/We do hereby declare that to the best of my/our knowledge and belief the above information is true and correct and can be relied upon by you in the satisfaction of your obligations. I/We also undertake to notify you in writing in case of any change of information in regard to above item (a) and (b).
本人(等)謹此聲明盡本人(等)/本公司所知及所信上述資料屬真實及為正確無誤。貴公司可倚賴此等資料以履行其義務。此外，凡上述第(a)及第(b)項資料如有任何更改，本人(等)/本公司謹此承諾致函通知 貴公司。

Client Signature 客戶簽署

NOTE 註:

- 1 Copies of the relevant identification documents to be retained for verification.
保留有關證明檔之副本作核實之用。
- 2 In relation to an investment fund (e.g. a mutual fund, unit trust, pooled retirement scheme, European CIS Company, etc.) or discretionary account, the "entity" referred to in paragraph 5.(d) of Code of Conduct for Persons Registered with SFC is the investment fund or account and the manager of that investment fund or account
就投資基金(例如互惠基金、單位信託、集資退休金計劃、歐洲式集合投資計劃公司等)或委託賬戶而言證券及期貨事務監察委員會註冊人操守準則第 5.(d) 段所提述的“實體”資料是指該投資基金或賬戶及該投資基金或賬戶的經理的資料。

Jimei Futures Limited ("the Company")
集美期貨有限公司("本公司")

NOTICE ON PERSONAL DATA
個人資料告示

This notice is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong Special Administrative Region) ("Ordinance") in relation to the supply of clients personal data to the Company for the opening or maintaining of client account(s) the Account for securities/futures trading and related services with the Company.

此告示是依照香港特別行政區法例第 486 章個人資料(私隱)條例("條例")作出的。它是關於客戶在本公司開立或持續操作賬戶("賬戶")以作證券/期貨買賣及有關服務時向本公司提供個人資料的告示。

1 Purposes of Collection 收集目的

The personal data provided by client to the Company and in any documentation which comes into existence as a result of client's opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:

客戶因在本公司開立或持續操作賬戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途:

- (a) activities relating to the processing of client's application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region ("HKSAR") and overseas, or the processing of client's application for grant of credit or margin facilities by the Company or the maintaining and the review of such credit or margin facilities (if applicable);
與處理客戶申請開設及持續操作賬戶有關事宜, 包括但不限於透過本港及海外的信貸報告或處理客戶向本公司申請給予信貸或「孖展」安排(如適用)
- (b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of securities/futures on behalf of client; and
代購買、出售、投資、交易、收購、保管、處置及辦理各種證券/期貨等有關事宜; 及
- (c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR relating to securities business and transactions and also in compliance with the codes of the Securities and Futures Commission ("SFC"), the rules and regulations of The Stock Exchange of Hong Kong Limited ("the Exchange") and Hong Kong Securities Clearing Company Limited ("the Clearing House").
保存有關資料, 以符合本港所制訂有關證券交易的條例及附屬規例、證券及期貨事務監察委員會("證監會")的守則, 以及香港聯合交易所有限公司("聯交所")香港中央結算有限公司("中央結算")的規則及規例。

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

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

客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需個人資料, 本公司可拒絕為客戶開立或持續操作賬戶或提供有關的服務。

2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client's obligations under the Ordinance. 鑒於客戶在條例下的責任, 當向本公司提供個人資料時, 客戶須確認所提供的資料正確。

3. Disclosure of Information 資料的披露

3.1 The Company may as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with securities, futures and options clearing and the Company's auditors such information as it requires to operate client's account or execute client's orders relating to the activities described in 1 (b) above.

本公司如認為有需要, 可向處理證券、期貨及期權結算的代理人或代名人、聯系入、個人或法團及本公司的核數師披露客戶開設賬戶的資料以運作客戶賬戶或執行上述 1(b)所提及的事宜。

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

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

4 Access to Personal Data 查閱個人資料

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

根據條例的規定, 客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求。

5 Enquiries 查詢

Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections should be addressed to:

如客戶對向本公司提供的個人資料有任何疑問, 包括查閱及改正該等個人資料, 可致函: -

Data Protection Officer 資料保護主任收

Jimei Futures Limited

集美期貨有限公司

Unit 3908-13, 39/F., COSCO Tower, 183 Queen's Road Central, Hong Kong

香港皇后大道中 183 號中遠大廈 39 樓 3908-13 室

Tel.No. 電話號碼 : 2500 6900

Fax No. 傳真號碼 : 2907 6318

Jimei Futures Limited
集美期貨有限公司

FUTURES CLIENT'S AGREEMENT 期貨客戶協議書

To : Jimei Futures Limited
致 : 集美期貨有限公司

CE No. 中央編號 : ARM854

Unit 3908-13, 39/F COSCO Tower, 183 Queen's Road Central, Hong Kong
香港皇后大道中 183 號中遠大廈 39 樓 3908-13 室

In consideration of your agreeing to allow me/us "the undersigned" to open one or more accounts with you and to provide services to me/us in connection with commodities trading and purchase and sale of commodities futures and options contracts, I/we agree that all Transactions executed by you for any Account shall be subject to, and I/we shall be bound by, your standard terms and conditions set out below as the same may be amended from time to time and notified to me/us.

基於 貴公司同意讓本人/吾等(下列簽署人)在貴公司開立一個或多個賬戶,以及向本人/吾等提供與商品交易、商品期貨及期權合約買賣有關的服務。本人/吾等同意, 貴公司為任何賬戶執行的所有交易均受下文所載經不時修訂並通知本人/吾等的 貴公司標準條款及細則限制,而本人/吾等亦受有關標準條款及細則約束。

1 Definitions and interpretations 釋義與詮釋

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

在本協議中,除非文意另有所指,否則以下文字及語句應具以下涵義:

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

「賬戶」指根據本協議的規定,任何以客户名義在經紀開立或開立並維持的賬戶;

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

「本協議」指本協議及風險披露聲明(經不時書面修訂並已通知客戶);

"Approved Debt Securities" means Exchange Fund Bills or Notes issued by the Hong Kong Government for the account of the Exchange Fund, Treasury Bills or Notes issued by the U.S. Government (other than U.S. Treasury Callable Corpus (TCAL) and Separate Trading of Registered Interest and Principal of Securities (STRIPS)) and such other debt securities or instruments as may from time to time be approved by HKFE as a form of cover for margin;

「核准債務證券」指香港政府代表外匯基金發行的外匯基金票據或債券,美國政府發行的國庫票據或債券(不包括 美國通知贖回本金國庫券(TCAL)及註冊證券利息及本金分開交易(STRIPS))及期交所不時核准作為保證金的其他債務證券或票據;

"Approved Securities" means TraHK Units and such other securities as may from time to time be approved by the Exchange as a form of cover for margin;

「核准證券」指盈富基金單位及交易所不時核准作為保證金的其他證券;

"Asset" means cash, currencies, securities, investments, deposits or financial instruments (including futures or options contracts) constituting good delivery traded on an Exchange;

「資產」指現金、貨幣、證券、投資、存款或可用作完好交付並於交易所買賣的金融工具(包括期貨及期權合約);

"Associate" means in relation to the Broker, any company that is the Broker's subsidiary or holding company or a subsidiary of the Broker's holding company and

"Associates" shall be construed accordingly;

「聯繫人」就經紀而言,指經紀的任何附屬公司或控股公司,或經紀的控股公司的任何附屬公司,而「聯繫人」一詞,應按此詮釋;

"Authorised Financial Institution" means an authorised institution as defined under Section 2(1) of the Banking Ordinance (Cap.155 of the Laws of Hong Kong);

「認可金融機構」指香港法例第 155 章銀行業條例第 2(1)條所指的認可機構;

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

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

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

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

"Broker" means Jimei Futures Limited;

「經紀」集美期貨有限公司;

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

「營業日」指香港的持牌銀行一般公開營業的日子(不包括星期六或公眾假期);

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

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

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

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

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

adjustment (howsoever described) for which the Broker must account to the relevant Clearing House;

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

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

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

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

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

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

「客戶資料陳述書」指本協議隨附並載述客戶提供的客戶資料的資料陳述書;

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

「客戶款項規則」指香港法例第 571 章證券及期貨(客戶款項)規則;

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

「客戶證券規則」指香港法例第 571H 章證券及期貨(客戶證券)規則;

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

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

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

「準則」指證券及期貨事務監察委員會持牌人或註冊人操守準則;

"Compensation Fund" means the Investor Compensation Fund established pursuant to Section 236 of the Ordinance (Cap 571 of the Laws of Hong Kong);

「賠償基金」指根據該條例(香港法例第 571 章)第 236 條設立的投資者賠償基金;

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

「合約」指通過交易商訂立的期貨合約或期權合約;

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

「交易商」指交易所及/或結算所的會員,即經紀或獲經紀指示在交易所訂立期貨合約或期權合約或進行有關合約結算的該交易所及/或結算所的會員;

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

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

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

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

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

「浮動交易損失」指由於市場波動,資產不時產生的價值下降;

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

「期貨合約」指於任何交易所簽訂的合約,作用如下:

- (a) One party agrees to deliver to the other party at an agreed future time an agreed Asset or an agreed quantity of an Asset at an agreed price; or
一方同意於議定的未來時間,按議定價格將議定資產或議定數量的資產交付另一方;或
- (b) the parties will make an adjustment between them at an agreed future time according to whether at that time the agreed Asset is worth more or less or an index or other factor, as the case may be, stands higher or lower at that time than a value or level agreed at the time of making the contract, the difference being determined in accordance with the rules of the Exchange in which that contract is made;
各方將會於議定的未來時間進行調整,不論當時議定的資產價值或指數或其他因素(視乎情況而定)高於或低於訂定合約之時議定的價值或水準,而有關差額將按照訂立有關合約的有關交易所的規則釐定;

"HKCC" means HKFE Clearing Corporation Limited;

「期貨結算」指香港期貨結算有限公司;

"HKFE" means the Hong Kong Futures Exchange Limited;

「期交所」指香港期貨交易所有限公司;

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

「香港」指中華人民共和國香港特別行政區;

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

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

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

「未平倉合約」指尚未平倉的客戶合約或合約;

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

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

- (a) the first party grants the second party the right, but not the obligation, to buy and agreed Asset, or quantity of an Asset, from the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the Second party exercises his right to buy:
第一方將權利(並非義務)授予第二方,可於議定的未來日期或之前或議定的未來日期(視乎情況而定),按議定價格向第一方買入議定資產或議定

- 數額的資產;若第二方行使其購買權利:
- (i) the first party is obliged to deliver the Asset at the agreed price; or
 第一方有責任按議定價格交付有關資產;或
- (ii) the second party receives a payment referable to the amount (if any) by which the Asset is worth more than the agreed price, such payment being determined in accordance with the rules of the Exchange in which the contract is made; or
 第二方將會收取資產價值高於議定價格的款項(如有),有關款額將按照訂立合約的有關交易所的規則釐定;或
- (b) the first party grants to the second party the right, but not the obligation, to sell an Asset, or quantity of an Asset, to the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to sell:
 第一方將權利(並非義務)授予第二方,可於議定的未來日期或之前或[議定的未來日期](視乎情況而定),按議定價格向第一方出售議定資產或議定數額的資產;若第二方行使其出售權利:
- (i) the first party is obliged to take delivery of the Asset at the agreed price; or
 第一方有責任按議定價格收取所支付的資產;或
- (ii) the second party receives a payment referable to the amount (if any) by which the agreed price is worth more than the Asset, such payment being determined in accordance with the rules of the Exchange in which the contract is made;
 第二方將會收取議定價格高於資產價值的款項(如有),有關款額將按照訂立合約的有關交易所的規則釐定;

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

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

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

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

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

「各規則」指不時有效的期交所規則、規例及程式;

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

「獨立銀行賬戶」指根據客戶款項規則,以經紀名義在認可金融機構或證監會核准的組織開立或維持的往來或存款賬戶,賬名中應含有「客戶」、「獨立」、「非公司」或其他類似語句;

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

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

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

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

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

「證監會」指香港證券及期貨事務監察委員會;

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

「稅項」指香港或世界各地的各類稅項、稅款、徵稅及定額收費;

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

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

1. In this Agreement: 在本協議中:

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

2. The Broker as agent 經紀出任代理人

2.1 Except as specified in this Agreement or as otherwise disclosed by the Broker to the Client in writing, the Broker shall act as an agent for the Client.
 除本協議規定或經紀向客戶書面披露者外,否則經紀將出任客戶的代理人。

2.2 The Client authorizes the Broker to effect Transactions for the Account in accordance with the Client's oral or written instructions.
 客戶授權經紀按照客戶的口頭或書面指示就該賬戶進行交易。

2.3 If the Client is acting on behalf of any other person when instructing the Broker pursuant to this Agreement, the Broker will continue to treat the Client alone

(rather than any such other person) as its Client for all purposes and in relation to all obligations and the Client will be liable as such. This applies even if the Client is acting on behalf of a person whom the Client has notified to the Broker and no such person will be an "indirect customer".

若客戶以任何其他人士的代表身份依據本協議向經紀發出指示，則就各種情況及一切義務而言，經紀只會視客戶（而非任何有關人士）為經紀的客戶，而客戶須以經紀的客戶身分承擔有關責任，即使客戶已將其代表任何人士之事宜通知經紀亦然，而有關人士概不被視作「間接客戶」處理。

- 2.4 The Broker shall have no responsibility for compliance by the Client with any law or regulation governing the Client's conduct as a fiduciary, if applicable. 對於客戶遵行任何與客戶以受信人身份所作出行為有關的法例及規例事宜(如適用)，經紀概不承擔責任。

3. Compliance with laws, rules or Exchanges etc. 遵行法例、規則或交易所等

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

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

- (a) in the event of any conflict between (i) this Agreement and (ii) any such applicable laws, constitution, rules, regulations, bye-laws, customs and usages, the later shall prevail;
若(i)本協議與(ii)任何有關適用法例、章程、規則、規例、附例、慣例及習慣之間有任何抵觸，則以後者為準；
- (b) the Broker may take or omit to take any action it considers fit in order to ensure compliance with any such applicable laws, constitution, rules, regulations, bye-laws, customs and usages including, without limitation, adjusting any Account, disregarding any unexecuted orders or rescinding any executed Transactions, and the Broker shall not be liable to the Client as a result of such action taken by or omission of the Broker;
經紀可採取或不採取任何其認為適合的行動，藉以確保遵行任何有關法例、章程、規則、規例、附例、慣例及習慣，包括(但不限於)調整任何賬戶，不理會任何尚未執行的買賣盤或撤銷任何已執行的交易，而經紀毋須就其作出或不作出有關行動而向客戶承擔任何責任；
- (c) such laws, constitution, rules, regulations, bye-laws, customs and usages as are so applicable and all such actions so taken shall be binding on the Client;
有關適用法例、章程、規則、規例、附例、慣例及習慣、以及所採取的一切有關行動，對客戶均具約束力；
- (d) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client entering into this Agreement or any Client Contract or the Broker effecting any Transaction in connection with this Agreement;
客戶須負責預先領取及維持任何所需政府或其他同意，藉此讓客戶訂立本協議或任何客戶合約，或讓經紀進行任何與本協議有關的交易；
- (e) before entering into any Contract, the Broker shall provide to the Client contract specifications for Hang Seng Index Futures and Hang Seng Index Options, a full explanation of margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent;
在訂立任何合約之前，經紀須向客戶提供合約說明書，保證金程式的詳盡說明，以及毋須客戶同意即可將客戶的持倉平倉的情況；
- (f) in the case of discretionary Account, the Client must, in addition to the appropriate attachments which from part of this Agreement, provide to the Broker a signed copy of the power of attorney, trading authorization or other document by which the Client confers trading authority or control on the Broker or other person who is entitled to operate the discretionary Account before the Broker will execute any Transaction on the Account; and
如屬於全權代客買賣賬戶，除屬於本協議一部分的有關附件外，客戶亦必須將其簽妥並將買賣授權或操控權賦予經紀或有權運作全權代客買賣賬戶的其他人士的授權書、買賣授權書或其他文件交予經紀，經紀才會以賬戶執行任何交易；
- (g) in the case of a Contract or Transaction entered into on an Exchange other than HKFE, such Contract or Transaction will be subject to the rules, regulations, bye-laws, customs and usages of the relevant Exchange and the Client may have different types and levels of protection in relation to Transactions executed on different markets and Exchanges may be markedly different from the type and level of protection offered by the Rules.
若於期交所以外的任何交易所訂立任何合約或交易，則有關合約或交易須遵行有關交易所的規則、規例、附例、慣例及習慣，而客戶於執行交易的不同市場及交易所獲得的保障類別及水準，將會與各規則所提供之保障類別及水準有顯著分別

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

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

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

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

4. Dealing and clearing 買賣與結算

- 4.1 The Broker shall be entitled but not bound to act on a request from the Client to carry out a Transaction (whether directly or through a Dealer). The Broker may in its absolute discretion refuse any order or instruction of the Client and shall notify the Client accordingly provided always that the Broker shall not in any circumstances whatsoever be liable for any loss of profit or gain, damage, liability, claim, cost or expense suffered or incurred by the Client as result thereof Except as directed by the Client where the Client is not in default hereunder and no Event of Default (as defined in Clause 7.1) has occurred, the Broker shall not be obliged to close out any Open Contract. The Broker may at any time and from time to time impose any limits including position limits on any Contract, contracts of a particular type in aggregate and/or any Account and the Client agrees to do all necessary acts to ensure that such limits shall not be exceeded at any time. Except as directed by the Client in circumstances where the Client is not in default hereunder and no Event of Default has occurred, the Broker shall have no obligation to close out any Contract or Client Contract for the avoidance of doubt.

經紀有權(但並無責任)直接或通過交易商按客戶的要求進行任何交易。經紀可絕對酌情決定拒絕客戶的任何買賣盤或指示，並將有關事宜通知客戶，惟於任何情況下，對於客戶因而蒙受或產生的任何利潤損失或得益、損害、債務、申索、費用或支出，經紀概不承擔責任，除按客戶指示進行外，如客戶並無違反本協議，亦無發生違約事件(詳見第7.1條的釋義)，則經紀並無責任將任何未平倉合約平倉。經紀可於任何時間不時對任何合約特定類別合約(整體計算)及/或任何賬戶訂定限額(包括持倉限額在內)，而客戶同意作出一切所需要作為，藉以確保任何時間均不會超出有關限額。除按客戶指示進行外，在客戶並無違反本協議及並無發生違約事件的情況下，經紀並無責任將任何合約或客戶合約平倉為免存疑。

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

- 4.2 Because of physical restraints on any Exchange and because of the very rapid changes in the prices of Assets that frequently take place, there may, on occasions, be a delay in making prices or in dealing. The Broker may not always be able to trade at the prices or rates quoted at any specific time or "at best" or "at market". The Broker shall not be liable for any loss howsoever arising by reason of its failing, or being unable, to comply with the terms of any limit order undertaken on behalf of the Client where the Broker is for any reason whatsoever unable to perform the Client's order in full, it may, in its discretion, effect

partial performance only. The Client shall in any event accept and be bound by the outcome when any request to execute orders is made.

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

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

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

(a) trading or dealing in futures contracts or options contracts or in any Asset underlying any Contract or Client Contract; and

期貨合約，期權合約或任何合約或客戶合約的基礎資產的交易或買賣；及

(b) dealing in respect of Contracts or Client Contracts with the Clients.

與客戶進行合約或客戶合約買賣。

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

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

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

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

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

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

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

客戶特此確認及同意，若經紀被暫停或撤銷期交所交易所參與者的權利，結算所可作出一切所需要事項，將經紀代表客戶持有的任何未平倉合約及客戶賬戶貸項任何所記款項及證券轉移予另一期交所的交易所參與者。

4.8 The Client acknowledges: 客戶確認:

(a) that every Exchange Contract is subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Client;

每份交易所合約須繳交投資者賠償基金徵費及該條例規定的徵費，兩項費用均由客戶承擔；

(b) that every Exchange Contract is subject to other levies HKFE may impose from time to time;

並承諾繳交該條例、任何交易所或結算所因任何交易所合約而不時徵收的其他徵費；

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

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

(d) that in respect of any account of the Broker maintained with a Clearing House, whether or not such account is maintained wholly or partly in respect of futures contracts or option contracts transacted on behalf of the Client and whether or not money or Approved Securities or Approved Debt Securities paid or deposited by the Client has been paid to or deposited with the Clearing House, as between the Broker and the Clearing House, the Broker deals as principal and, accordingly, no such account is impressed with any trust or other equitable interest in favour of the Client and monies, Approved Securities and Approved Debt Securities paid to the Clearing House are thereby freed from the trust interest created by Clause 4.17.

就在任何結算所維持的任何經紀賬戶(不論是否完全或部分為代表客戶進行買賣的期貨合約或期權合約而維持有關賬戶，亦不論客戶所付或存放的款項或核准證券或核准債務證券是否已付予或存於有關結算所)而言，在經紀與結算所之間，經紀以主事人身分進行買賣；因此，任何有關賬戶將不含任何客戶受益的信託或其他衡平法權益，而付予結算所的款項、核准證券及核准債務證券因而不合第 4.17 條規定的信託權益。

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

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

4.10 All orders whether made by telex, cable, electronic mail, facsimile, mail or orally are accepted at the discretion of the Broker and transmitted at the Client's risk. The Broker shall not be responsible for the non-performance of its obligations hereunder by reasons of any cause beyond the Broker's control, including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any Dealer, Exchange or Clearing House to perform its obligations.

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

4.11 The Client confirms that, whether any Account shall happen to be in credit or debit at the time of the Broker's so acting, the Broker is authorised to act on any instructions whether written or oral and howsoever communicated purporting to be given by the Client or under the Client's authority or by any Authorised Person and the Client hereby confirms and agrees that it shall be responsible to the Broker for all engagements, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated and purporting to be given as aforesaid.

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

4.12 The Client understands and confirms its agreement that the Broker may tape record conversations with customers whether conducted on the telephone or

through any other media or otherwise in order to permit the Broker to verify data concerning any matters.

客戶知悉及確認同意經紀可將通過電話，其他媒介或其他方式與顧客的通話錄音，藉此讓經紀核實與任何事務有關的資料。

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

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

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

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

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

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

- (a) buy or sell (in any manner howsoever and including from itself the Asset underlying any Open Contract; and/or
買入或出售(可按任何方式進行，包括自行買入或出售)任何未平倉合約的基礎資產;及/或
(b) borrow/ buy or sell any currency; and/or
借取、買入或出售任何貨幣;及/或
(c) apply any Margin or Charged Securities in each case so that all sums expended by the Broker in excess of any sums held by the Broker on the Client's behalf shall be paid to the Broker forthwith on demand.

在各種情況下應用任何保證金或押記證券，藉此經紀所付出的款項超過經紀代表客戶所持有款項的溢額，應於收到要求後即時付給經紀。

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

若於經紀基於客戶賬戶所發出的訂立合約確認書、交收結單及未平倉及/或平倉合約結單傳送(不論以電話、郵遞、電子郵件、傳真或其他方式)予客戶後七個營業日內，並不以掛號郵遞方式對有關確認書所載的資料提出書面異議，並送交經紀的辦事處，則有關確認書對客戶而言將不可被推翻。就賬戶的借項或貸項所記款項而言，如無明顯錯誤，經紀的有關紀錄應不可推翻，並對客戶具約束力。

- 4.17 All money, Approved Securities, Approved Debt Securities and other property received by the Broker from the Client or from any other person (including the Clearing House) for the account of the Client shall be held by the Broker as trustee, segregated from the Broker's own assets and paid into a Segregated Bank Account or a Segregated Securities Account or a Segregated Debt Securities Account as soon as practicable and in any event within the next bank trading day after receipt thereof, and all money, Approved Securities, Approved Debt Securities or other property so held by the Broker shall not form part of the assets of the Broker for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the Broker's business or assets. All monies, Approved Securities or Approved Debt Securities received by the Broker from the Client or from any other person (including the Clearing House) shall be held in the manner specified under paragraphs 7 to 12 of Schedule 4 to the Code and the Client hereby authorizes the Broker to apply any such monies, Approved Debt Securities or Approved Securities in the manner set out in Clauses 6.4 to 6.6 below and also in or towards meeting the Broker's obligations to any party insofar as such obligations arise in connection with or incidental to Contracts transacted on the Client's behalf.

凡經紀基於客戶的賬戶而從客戶或任何其他人士(包括結算所在內)收到的款項、核准證券、核准債務證券及其他財產，應由經紀以受託人身分持有，並與經紀本身資產分開處理，並於切實可行時盡快(惟於任何情況下在收訖後下一個銀行營業日內)存入獨立銀行賬戶，獨立證券賬戶或獨立債務證券賬戶，而於無力償債或清盤情況下，經紀按此持有的所有款項、核准證券、核准債務證券或其他財產，將不屬於經紀資產的一部分，惟於經紀的全部或部分業務或資產委任臨時清盤人，清盤人或同類官員之後，須即時退還客戶。凡經紀從客戶或任何其他人士(包括結算所在內)收到的款項、核准證券或核准債務證券，須按照該準則附表 4 第 7 至 12 段所載的方式持有，而客戶特此授權經紀按下文第 6.4 至 6.6 條例載的方式應用任何有關款項、核准證券及核准債務證券，亦用於應付經紀所欠任何人士的債務，惟有關債務須與代表客戶進行買賣的合約有關或所致。

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

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

- 4.19

- (a) Transactions related to Exchange Contracts shall be subject to the rules, regulations and procedures from time to time in force of the relevant markets and Exchanges (and, in particular, as regards Transactions effected on HKFE, the Rules) on which the Broker or any Associate enters into futures contracts and/or options contracts on behalf of the Client and such rules may contain provisions requiring the Broker, upon the request of SFC or the relevant Exchange or other regulatory authority, disclose information relating to the Client and/or the Account (including without limitation, the name and the ultimate beneficial identity of the Client, and such other information concerning the Client) as the SFC, relevant Exchange or regulatory authority may require. The Client hereby agrees to provide promptly and in any event within 2 business days upon the Broker's request such information concerning the Client as the Broker or the relevant regulatory authority may require to the Broker or directly to the relevant regulatory authority in order for the Broker to comply with such rules and requirements and the Client irrevocably authorizes the Broker and its associate, without further notice to or consent from the Client, to disclose to the relevant authorities all such information and to provide such authorities with all such documents (or copies thereof in the Broker's possession as may be required in order to comply with such rules and requirements, irrespective of whether the Agreement shall have been terminated at the time of disclosure of such information and documents by the Broker and/or its Associate to the relevant authorities.

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

- (b) The Client acknowledges that HKFE or the SFC may require the Broker to disclose information relating to the Client referred to in Clause 4.19(a) above and further acknowledges that if the Broker fails to comply with the disclosure requirement under the Rules, the chief executive of HKFE may require the closing out of the Broker on behalf of the Client or impose such margin surcharge on any or all of its positions as the chief executive thinks fit.

客戶確認，期交所或證監會可要求經紀披露上文第 4.19(a)條提述與客戶有關的資料，並進一步確認，如經紀未能遵行各規則的披露要求，則期交所

行政總裁可於其認為適合時，要求將經紀代表客戶持有的任何或所有持有平倉或對有關持倉收取保證金附加費。

- (c) The Client shall not in any way hold the Broker or its agents or Affiliates liable for any consequences arising out of the disclosure of any information concerning the Client and/or the Account pursuant to Clause 4.19 or the non-compliance of any requirements of the relevant Exchange or regulatory authority if such is due to the Client's failure to provide the relevant information to the Broker. The Client shall reimburse the Broker or its agents or Affiliates on demand on a full indemnity basis for all losses, damages, costs and expenses (including legal costs) incurred by each of them in complying with the relevant requirements.

若由於客戶未能向經紀提供根據第 4.19 條披露客戶及/或賬戶有關的任何資料或不遵行有關交易所或監管機構的任何要求而產生任何後果，客戶不得以任何方式要求經紀、其代理人或聯繫人承擔責任。客戶須於收到要求後，按完全彌償方式將經紀、其代理人或聯繫人因遵行有關要求而產生的一切損失、損害、費用及支出(包括法律費用)償付予經紀、其代理人或聯繫人。

- 4.20 The Client acknowledges that, pursuant to the requirements of the Rules 632A which impose a delta position limit for various futures contracts and options contracts, no person shall own or control positions in the Hang Seng Index ("HSI") Futures, HSI Options, Mini-HSI Futures and Mini-HSI Options Markets (or other products as prescribed by the HKFE from time to time) combined that exceed a specified position delta (as prescribed by the HKFE from time to time). The Client also acknowledges that the Chief Executive of the HKFE or his designee shall require and direct the Broker carrying an account or aggregated accounts in excess of the delta position limit to liquidate positions necessary to bring the account or aggregated accounts into compliance with the position limit. 客戶確認，根據各規則第 632A 條的規定(對各類期貨合約及期權合約訂定對沖值持倉限量的規定)，任何人所擁有或控制的恒生指數(「恒指」)期貨、恒指期權、小型恒指期貨及小型恒指期權市場(或期交所不時訂明的其他產品)的綜合持倉量，不得超出指定的持倉對沖值(由期交所不時訂明)，客戶亦確認，如任何賬戶或多個賬戶合計超過對沖值持倉限量，期交所行政總裁或其指定人員須要求及指示持有該等賬戶的經紀將所需持倉平倉，藉此將有關賬戶或合計賬戶持倉量回復至符合持倉限量水準。

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

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

5. Delivery 交收

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

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

6. Margins/payments 保證金/付款方法

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

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

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

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

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

凡以保證金方式持有的款項，均以信託方式持有，並按以下目的應用：

- (a) to pay to the relevant Exchange and/or Clearing House all Clearing House Margin due from the Broker to it, or to pay to any Dealer all margin demanded by it from the Broker in each case on such terms as the Broker may think fit;

按經紀認為適合的條款，將經紀須付予有關交易所及/或結算所的所有結算所保證金付予有關交易所及/或結算所，並將任何交易商要求經紀支付的所有保證金付給有關交易商；

- (b) to apply in or towards satisfaction, or in reimbursement of the Broker, of all costs, damages, losses, liabilities and expenses incurred in respect of all Transactions and all liabilities and expenses incurred as a result of the performance by the Broker of its duties or the exercise by the Broker of its rights or powers hereunder; and

用作清償所有交易產生的一切費用、損害、損失、債務及支出及經紀履行本協議規定的經紀責任或行使本協議規定的經紀權利或權力所產生的一切債務及支出，或用作償付有關費用、損害、損失、債務及支出償付予經紀；及

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

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

- 6.4 All Approved Debt Securities shall be deposited in a Segregated Debt Securities Account on trust and the Client authorizes the Broker to withdraw therefrom

the following:

所有核准債務證券須存入獨立債務證券賬戶，並以信託方式持有，而客戶授權經紀從該獨立債務證券賬戶提取：

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

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

- (b) Approved Debt Securities which are transferred to another Segregated Debt Securities Account; and
用作轉往另一獨立債務證券賬戶的核准債務證券；及
- (c) Approved Debt Securities returned to or in accordance with the written directions or standing authority of the Client given pursuant to the Client Securities Rules, but in such a case notwithstanding the Client's directions or authorization, no Approved Debt Securities may be deposited into another account of the Broker unless that account is a Segregated Debt Securities Account.
用作交還客戶或按照客戶根據客戶證券規則發出的書面指示或常設授權提取的核准債務證券；屆時，儘管有客戶指示或授權，除獨立債務證券賬戶外，不得將任何核准債務證券存入經紀的其他賬戶內。

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

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

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

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

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

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

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

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

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

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

凡付給經紀的款項（不論存款或屬何名目），將無權向經紀收取利息。經紀有權將客戶款項所賺取的任何利息留作自用及受益。

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

任何在經紀開立的客戶賬戶的借項結餘，將按照經紀不時釐定的利率收取利息，有關利息按日計算，自逾期款項到期日起計至款項全數付清之日起止。有關利息須於每曆月最後營業日或應經紀要求支付。

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

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

7. Default 違約

- 7.1 The happening of anyone of the following events shall constitute an Event of Default: 如發生以下任何事件，應構成違約事件:

- (a) if, in respect of any Client Contract, the Client shall fail to: 就任何客戶合約而言，客戶未能:
- (i) provide Margin when called upon to do so;
應要求提供保證金;
 - (ii) make or take delivery of any Asset when required to do so under such contract;
按有關合約規定交付或接收所交付的任何資產;
 - (iii) pay any purchase price or other payment thereunder when due;
支付任何購入價或其他到期應付款項;
- (b) a judicial declaration of incompetence is made in respect of the Client, or upon the death of the Client (being an individual);
司法當局宣佈客戶不具能力，或(如客戶屬於個人)客戶身故;
- (c) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other similar proceedings, or the appointment of a receiver, in respect of the Client or any of the Client's assets;

- 對客戶或其任何資產提交破產或(視乎情況而定)清盤呈請書，或展開其他同類法律程序，或委任接管人；
- (d) any warrant or order of attachment or distress or equivalent order is issued against any Account, or a judgment is levied, enforced or executed against any Account;
- 對賬戶發出扣押手令或命令或同等命令，或對任何賬戶實施、強制執行或執行判決；
- (e) default by the Client in the due performance or observance of any of the terms and conditions of this Agreement;
- 客戶並不妥為履行或遵從本協議的任何條款及細則；
- (f) any representation or warranty made in or in pursuance of this Agreement or in any certificate, statement or other document delivered to the Broker being or becoming incorrect in any material respect;
- 本協議所作或根據本協議或在送交經紀的任何證書、陳述書或其他文件所作任何陳述或保證在任何重要方面為不確或成為不確；
- (g) any of the consents, authorizations, approvals, licences, or board resolutions required by the Client to enter into this Agreement being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect, or any Client Contract being modified in a manner unacceptable to the Broker;
- 客戶訂立本協議所需的任何同意、授權、批准、執照或董事會決議全部或部分被撤銷、撤回、中止或終止，或期限屆滿而不獲續期或未能維持全部效力及作用，或按經紀不能接受的方式修改任何客戶合約；
- (h) the Client being in breach, voluntary or otherwise, of any of the conditions contained herein or any constitution, rules, regulations, bye-laws, customs and usages of any Exchange or Clearing House;
- 客戶(自動或以其他方式)違反本協議所載任何條款或任何交易所或結算所的任何章程、規則、規例、附例、慣例及習慣；
- (i) the Client exceeding the trading limit prescribed by the Broker from time to time;
- 客戶超越經紀不時訂明的買賣限額；
- (j) the Broker in its sole opinion determines that the market on which the Assets are traded fluctuates in an unusual degree;
- 經紀獨自認為進行資產買賣的市場出現不尋常波動；
- (k) the Broker in its sole opinion determines that there is a material adverse change in the business, assets or financial position of the Client; or
- 經紀獨自認為客戶的業務、資產或財政狀況出現重大不利改變；或
- (l) the occurrence of any event which, in the Broker's opinion, puts doubt on the ability of the Client to meet its future obligations under this Agreement.
- 發生任何經紀獨自認為對客戶將來履行本協議所規定義務的能力產生疑問的事件。
- 7.2 Without prejudice to any other right or remedy which the Broker may have, if any Event of Default shall occur, subject to the provision of the Ordinance, the Broker shall be entitled, but not obliged to, in its absolute discretion and without notice to the Client, to take one or more of the following actions:
- 在不損害經紀所享有的任何其他權利或補償的情況下，若發生任何違約事件，在受該條例的規定限制下，經紀有權(但並無責任)絕對酌情決定及毋須通知客戶而採取以下一項或多項行動：
- (a) satisfy any obligation or liability the Client may have to the Broker out of any Charged Securities and any other collateral security deposited with the Broker;
- 運用任何押記證券及任何其他存放於經紀的抵押證券清償任何客戶所欠經紀的債項或債務；
- (b) sell any or all Client Contracts or Assets held or carried as a long position for the Client or purchase any or all Client Contracts or Assets held or carried as a short position for the Client;
- 出售代表客戶持有或存有的任何或所有長倉客戶合約或資產，或購入代表客戶持有或存有的任何或所有空倉客戶合約或資產；
- (c) cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Client;
- 取銷代表客戶所作出的任何或所有尚未執行買賣盤、合約或其他承諾；
- (d) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Broker as security for the Account;
- 催繳任何抵押(包括(但不限於)已發給或受益人為經紀的任何擔保及信用證)，作為賬戶的抵押；
- (e) combine, consolidate and sell all Accounts;
- 合併、綜合及出售所有賬戶；
- (f) close out without recourse any or all Client Contracts and any corresponding Contracts;
- 毋須訴諸其他方法而可將任何或所有客戶合約及任何相應合約平倉；
- (g) borrow or buy in any property whatsoever found necessary by the Broker or required to make delivery against any sale (including a short sale) effected for the Client;
- 借入或買入經紀認為所需或代表客戶進行任何出售項目(包括賣空在內)交付所需的任何財產；
- (h) exercise any rights granted under Clauses 8 or 9 below;
- 根據下文第 8 或第 9 條行使任何權利；
- (i) suspend the Account; and
- 中止賬戶；及
- (j) close the Account and terminate this Agreement forthwith;
- 即時結束賬戶及終止本協議；

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

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

- 7.3 After deducting all costs and expenses incurred in connection with taking any action referred to in Clause 7.2 above, the Broker may apply any remaining proceeds to the payment of any liabilities owed by the Client to the Broker; and in the event such proceeds are insufficient for the payment of such liabilities the Client shall promptly upon demand and notwithstanding that the time originally stipulated for settlement may not then have arrived pay to the Broker and indemnify and hold the Broker harmless against any differences or deficiencies arising therefrom or in any Account or Client Contract, together with interest thereon and all costs (including solicitor's and counsel's fees should the Broker in its absolute discretion refer the matter to legal advisers) and/or expenses incurred by the Broker on a full indemnity basis in connection with the enforcement of each Client Contract which shall be for the account of the Client and properly deductible by the Broker from any funds of the Client in its possession.

在扣除採取上文第 7.2 條提述的任何行動所產生的一切費用及支出後，經紀可應用任何尚餘所得款項用作支付客戶所欠經紀的任何債務；若有關所得款項不敷支付有關債務，客戶須於收到要求後即時(即使尚未到達原定交收日期及時間亦然)將任何因此產生或任何賬戶或客戶合約產生的差額或不敷之數，連同其利息，以及經紀因執行每份客戶合約而產生並按完全彌償基準計算的所有費用(包括(如經紀絕對酌情決定將有關事務提交法律顧問處理)律師及大律師費用)及/或支出(均須由於客戶的賬戶產生，並由經紀從其管有的客戶任何款項中妥為扣除)付給經紀，並就有關差額、不敷之數、利息、費用及/或支出而向經紀作出彌償及保持經紀不受損害。

8. Set Off 抵銷

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

在附加及在不損害經紀根據法例有權享有的任何一般留置權或同類權利，並受該條例、其附屬法例及其他適用法例前條文限制下，若客戶在經紀或其任何聯繫人開立超過一個賬戶(不論屬何性質亦然)，經紀可於任何時間毋須通知客戶而將所有或任何有關賬戶合併或綜合，以及抵銷或轉移任何一個或多個有關賬戶貸項所記款項，用作清償客戶因任何賬戶或任何其他方面而所欠經紀或經紀的聯繫人的任何債務，包括任何融資或安排的未屆滿期限內的有關債務，或與外匯買賣有關的債務，或經紀或經紀的聯繫人按客戶要求而發出或承擔的擔保、彌償或任何其他文書規定的債務，不論有關

債務屬於現有或未來債務，又或實際或屬有債務，又或主要或附屬債務亦然。

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

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

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

在不損害前述各分段賦予經紀的一般抵銷權利的情况下，客戶特此明確同意，如發生以下任何一項或多項事情，即

- (a) if any attempt shall be made by the Client, without the Broker's express prior written consent and approval, to assign, and/or charge, and/or otherwise alienate all or any part of any sum or sums standing to the credit of anyone or more of such Accounts as aforesaid; or
在未得經紀預先明確書面同意及批准的情况下，客戶試圖轉讓及/或押記及/或以其他方式讓與前述任何一個或多個有關賬戶貸項所記全部或部分款項；或
- (b) any event shall occur which, in the Broker's sole discretion, the Broker feels shall or might put in jeopardy the Broker's rights with respect to the credit balance in anyone or more of such accounts; or
發生任何經紀獨自認爲可危害經紀對任何一個或多個賬戶債項結餘所享權利的事件；或
- (c) any event shall occur which, in the Broker's sale opinion, puts doubt on the ability of the Client to meet its future obligations under this Agreement; or
發生任何經紀獨自認爲對客戶履行本協議所載客戶未來義務的能力產生疑慮的事件；或
- (d) the commencement of the Client's bankruptcy/winding up or similar proceedings; or
展開客戶破產/清盤或同類法律程序；或
- (e) an encumbrancer taking possession of, or a receiver being appointed over, the whole or any part of the Client's undertaking, property or assets,
產權負擔享有入接管客戶的所有或任何經營、財產或資產，或對客戶的所有或任何經營、財產或資產委任接管人，

then immediately and without demand or notice to the Client or upon the occurrence of any other Event of Default referred to in Clause 7 if the Broker so determines and gives notice to the Client, all of the Client's then existing Accounts shall automatically and forthwith be deemed consolidated together as one and shall (together with all of the Client's liabilities above referred to) be deemed (if applicable) to mature and in all cases become due and payable, and all sum standing to the credit of any such Accounts shall automatically and forthwith on the occurrence of such event be set-off and shall be deemed to have been transferred by the Broker to the satisfaction of all such of the Client's liabilities to the Broker as aforesaid or in any other respect.

可立即及毋須向客戶發出要求或通知，或於發生第 7 條提述的違約事件後，如經紀有此決定並向客戶發出通知後，自動及即時當作客戶的所有現存賬戶綜合成一個賬戶，並(連同上文提述的所有客戶債務)當作(如適用)到期處理，以及在一切情況下均須到期繳款，而任何有關賬戶貸項所記的所有款項，須於發生有關事件後即時自動抵銷，並當作轉予經紀處理，用作清償前述或在任何其他方面客戶須向經紀承擔的所有債務。

- 8.4 Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which the Broker may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right of set off arising by law or rights granted to the Broker by Clauses 7 or 9 hereof or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by the Broker.

本協議的任何規定，並不限制經紀享有的任何一般留置權或其他權利或留置權(不論法例或其他方式規定亦然)的施行，而本協議賦予的抵銷權利，均附加及不損害因法律產生的任何一般抵銷權利，或本協議第 7 或 9 條授予經紀的權利，或經紀現時或此後持有的任何留置權、擔保、匯票、票據，按揭或其他抵押。

9. Security 抵押

- 9.1 The Client as beneficial owner and as continuing security for all its liabilities and obligations hereunder hereby charges all Charged Securities to the Broker by way of first fixed legal charge free of all encumbrances and adverse interest whatsoever

客戶以實益擁有人身分，特此按第一固定法定押記方式，將所有不含一切產權負擔及相逆權益的押記證券押記予經紀，作為本文所載客戶的所有債務及債項的持續抵押。

- 9.2 The Client shall, upon request by the Broker, forthwith execute all such transfers and other documents as may be necessary to enable the Broker or its nominee to be registered as the owner of, or otherwise obtain a legal title to, the Charged Securities.

客戶須應經紀要求，即時簽訂一切所需轉讓書及其他文件，藉此讓經紀或其代名人登記成爲押記證券的擁有人，或以其他方式獲取押記證券的合法所有權。

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

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

- 9.4 The Broker shall hold all Charged Securities for the purposes of this Agreement subject to Clause 4.17, and upon the occurrence of any Event of Default and subject to the provisions of the Ordinance, the Broker may without prior notice:

經紀須持有所有押記證券作爲本協議的用途，惟須符合第 4.17 條的規定；如發生任何違約事件，並在該條例的條文限制下，經紀可毋須預先發出通知：

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

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

- (b) where allowed under the Ordinance, deposit, charge or pledge any or all Charged Securities with or to the order of any Exchange, Clearing House or Dealer and on terms that such Exchange, Clearing House, or Dealer may enforce such deposit, charge or pledge in satisfaction of all or any obligations of the Broker on account of the Client to such Exchange, Clearing House or Dealer

若該條例許可，將任何及所有押記證券存放、押記或質押予任何交易所、結算所或交易商，或按有關交易所、結算所或交易商指示處理有關押記證券，而有關交易所、結算所或交易商亦可強制執行所存放、押記或質押的有關押記證券，用作清償經紀因客戶而須向有關交易所、結算所或交易商承擔的所有或任何債項。

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

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

- 9.6 Pending the application of Charged Securities pursuant to Clause 9, the Broker shall account to the Client for all amounts in respect of dividends, interest or other moneys in the nature of income received by the Broker in respect of such Charged Securities to the Client at any time and shall do so upon request.

在根據第 9 條的規定應用押記證券期間，經紀須向客戶呈報於任何時間或於提出要求時經紀基於有關押記證券而收取須付給客戶的一切股息、利息或其他收入款項。

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

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

10. No assignment, succession 不得轉讓、繼承

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

客戶不得轉讓本協議或任何客戶合約的任何權利或義務。

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

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

11. No waiver 不當作棄權

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

客戶確認，經紀或其任何僱員、傭工、代理人、代表或聯繫人的任何行為、不作為或延期償付，並非或不得當作經紀放棄任何對客戶或經紀持有的保證金、押記證券或任何其他客戶資產所享有的權利。

12. Charges, costs 收費、費用

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

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

12.2 Without prejudice to the generality of Clause 12.1, the Client hereby agrees to the imposition upon its Account or Accounts from time to time as the Broker may determine, of a minimum charge in respect of Accounts that maintain only average credit balances of less than such minimum amount as the Broker may from time to time determine.

在不損害第 12.1 條的一般原則下，客戶特此同意，若其任何賬戶的平均貸項結餘低於經紀不時釐定的最低金額，經紀可不時對有關賬戶收取由經紀釐定的最低收費。

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

一切銀行費用及穩妥保管費用，將由客戶承擔。

13. Liabilities and indemnity 責任與彌償

In the absence of bad faith or willful default of or by the Broker: 若經紀並無不真誠或故意錯失:

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

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

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

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

14. Warranties and undertakings 保證與承諾

14.1 The Client hereby represents and warrants that:

客戶特此陳述及保證如下:

(a) where the Client or anyone of them is a body corporate (in respect of such person):

若客戶或任何客戶屬於法人團體(就有關人士而言):

(i) it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;

客戶是一間正式註冊成立的法團，根據其註冊所在地及其經營業務的各其他地區的法律有效存在;

(ii) this Agreement has been validly authorised by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;

本協議經客戶的有關企業行動有效認可，並於簽訂及交付後，應按照本文的條款構成有效及其約束力的客戶義務;

(iii) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to the Broker are true and accurate and still in force;

經已送交經紀的客戶註冊或登記證書、特許狀、法規、組織章程大綱與細則或組成或界定其組成的文件及客戶的董事會決議等核證真確副本，均屬真實準確及現仍有效;

(iv) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up, the Client; and

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

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

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

(b) where the Client or anyone of them is an individual:

若客戶或任何客戶屬於個人:

- (i) the Client is legally capable of validly entering into and performing this Agreement and that he or she has attained the age of 18 years and is of sound mind and legal competence and is not a bankrupt; and
客戶在法律上有能力有效訂立及履行本協議，並年滿 18 歲及精神健全及具合法能力，亦非破產人；及
- (ii) the Client is trading on his/her own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any other person has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto;
客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身份進行買賣，亦不存在任何讓任何其他人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排；
- (c) where there are two or more persons included in the expression "the Client":
若「客戶」一詞包括兩人或多於兩人：
- (i) the liability of each such person hereunder shall be joint and several;
本文所載每名有關人士的責任及義務，均屬共同及個別性質；
- (ii) unless the Broker shall have received written instructions from the Client directing otherwise, anyone of them shall have full authority to give any instructions with respect to any Account or any Client Contract including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; to receive demands, notices, confirmations, reports, statements and other communications of any kind it being understood and agreed that such demands, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each of them notwithstanding that they have not been sent to or received by everyone of them; generally to deal with the Broker in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein;
除非經紀收到客戶發出與此相反的書面指示，否則任何有關人士具有充分授權發出任何與任何賬戶或任何客戶合約有關的指示，包括(但不限於)買賣或提出溢餘款項、收取各類要求、通知、確認書、報告、結單及其他通訊，惟須同意發給客戶的有關要求、通知、確認書、報告、結單及其他通訊，對各客戶均具約束力，即使並非每名客戶均獲發及收訖有關要求、通知、確認書、報告、結單及其他通訊亦然；基於本文而全面及詳實與經紀進行一般交往，猶如其他聯名賬戶持有人並不享有本文的任何權益一樣等指示；
- (iii) the Broker shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any fund delivered by the Client in respect of any Account;
經紀概無責任或義務查究所發出的任何指示的目的或是否恰當，亦無義務監督如何應用客戶基於任何賬戶而交付的任何款項；
- (iv) notwithstanding any other arrangements which may have been made between them the rule of survivorship shall apply to the joint account hereunder and on the death of any one of them the moneys, securities and other property whatsoever for the time being standing to the credit of the joint account and anything held by the Broker whether by way of security or for sale, custody or collection or any other purpose whatsoever shall be held to the order of the survivor(s) of them; and
儘管有關人士之間訂有任何其他安排，尚存者規則應適用於本文規定的聯名賬戶。而任何持有關賬戶持有人身故後，當時有關聯名賬戶貨項所記的款項、證券及其他財產，以及經紀持有的任何事物，不論作為抵押或出售、保管、收賬或任何其他用途，均應按有關聯名賬戶持有人的尚存者的指示持有；及
- (v) unless otherwise disclosed to the Broker in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the persons signing this Agreement as the Client has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto;
除非另行向經紀作出書面披露，否則客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身份進行買賣，亦不存在任何讓以客戶身分簽署本協議的人以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排；
- (d) where the Client is a partnership and business is carried on under a firm's name:
若客戶屬於合夥，並以商號名義經營業務：
- (i) this Agreement shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner or by the death, insanity or bankruptcy or a retirement of any partner for the time being carrying on the business of or constituting the firm or otherwise; and
儘管有關合夥或商號的組成由於加入新合夥人或任何當時經營業務或組成有關商號的合夥人身故、精神錯亂、破產或退休或其他情況而出現改變。在各種用途上本協議將繼續有效並具約束力；及
- (ii) unless otherwise disclosed to the Broker in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the partners for the time being of the Client has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto;
除非另行向經紀作出書面披露，否則客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身份進行買賣，亦不存在任何屬於客戶當時的合夥人以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排；
- (e) as regards all Clients:
就所有客戶而言：
- (i) the information given by the Client, or on the Client's behalf, to the Broker in connection with the opening of any Account with the Broker (including, without limitation, the information contained in the Client Information Statement) is true and complete and the Broker shall be entitled to rely on such information until the Broker receives written notice from the Client of any changes thereto;
由客戶或代表客戶發給經紀並與在經紀開立任何賬戶事宜有關的資料包括(但不限於)客戶資料陳述書所載的資料均屬真實及詳盡，而經紀有權倚賴有關資料，直至經紀收到客戶發出有關資料的任何書面更改通知為止；
- (ii) it has the authority and capacity to enter into and execute this Agreement and any Client Contract and that no one except the Client has an interest in the Account or Accounts;
客戶具有授權及能力訂立及簽訂本協議及任何客戶合約，而客戶以外任何人士對有關賬戶概不享有任何權益；
- (iii) the contents of this Agreement have been fully explained to the Client in a language the Client understands and the Client agrees with them;
現已採用客戶明白的語言向客戶詳盡解釋本協議的內容，而客戶同意有關內容；
- (iv) unless otherwise disclosed to the Broker in writing, it is trading on its own account;
除非另行向經紀作出書面披露者，否則客戶以其本身賬戶進行買賣；
- (v) where the Client is not a principal and is acting as a nominee or trustee for any other person, it has disclosed fully and accurately such information as well as the identity of the principal to the Broker and shall immediately notify the Broker in writing of the identity of all persons ultimately beneficially interested in the Account and any changes to such information;
若客戶並非主事人，並出任任何其他人士的代名人或受託人，客戶已向經紀充分及準確披露有關資料及主事人的身分，並立即將所有最終享有賬戶實益權益的人士的身分及有關資料的變更書面通知經紀；
- (vi) that the Account is not an Omnibus Account (as such term is defined by the rules of HKFE); and
賬戶並非綜合戶口(詳見期交所規則有關該詞的釋義)；及
- (vii) the Risk Disclosure And Disclaimer Statements, have been fully explained to such Client in a language he understands and the Client declares that he understands the same.
現已採用客戶明白的語言向客戶詳盡解釋每份風險披露聲明及免責聲明，而客戶聲明其明白有關聲明及陳述書。

14.2 The Client agrees and undertakes promptly to:

客戶同意及承諾如下：

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

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

14.3 The Broker undertakes to advise the Client promptly of any material changes in the following:

經紀作出承諾，若以下任何項目有任何重大變更，將會即時通知客戶:

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

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

於收到客戶要求後，經紀須向客戶提供經紀所銷售產品的產品說明書及任何銷售章程或其他銷售文件。

15. Currency transactions 貨幣交易

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

若客戶指示經紀在任何交易所訂立任何以外幣進行交易的合約:

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

16. Time of essence 時間乃要素

16.1 Time shall in all respects be of the essence of the performance of all the Client's obligations under or in connection with this Agreement

在履行本協議所載或有關的所有客戶義務上，時間在各方面均爲要素。

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

若客戶因賬戶、客戶所作出的任何買賣盤或任何以客戶的賬戶訂立的客戶合約或合約而發送給經紀的任何文件，基於任何原因並未填上日期，則經紀於收訖有關文件之時在有關文件蓋上的日期印章所示日期及時間，應爲所述文件的日期及時間的不可推翻證據，而經紀特此獲授權代表客戶按此在有關文件填上有關日期及時間。

17. Entire agreement 全部協議

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

風險披露聲明(經不時修訂)，應成爲本協議的主體部分，本協議代表各方訂立與賬戶有關的所有協議及諒解，並代替經紀與客戶先前訂立的所有協議或諒解。

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

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

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

18.2 The Broker may notify the Client of any variation of the terms of this Agreement in accordance with Clause 20 or in such other manner as the Broker may determine.

經紀可按照第 20 條的規定或經紀決定的其他方式，將本協議條款的任何變更通知客戶。

19. Closure of Account 結束賬戶

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

客戶可向經紀發出不少於 14 天書面通知，從而結束任何賬戶，而經紀可於任何時間向客戶發出書面通知，從而結束任何賬戶。經紀並無義務向客戶提供結束客戶賬戶的原因。

20. Notices 通知

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

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

- 20.2 Notices to be delivered by the Client to the Broker may be personally delivered, transmitted by post, telex or facsimile or by telephone to the address or telex, facsimile or telephone numbers set out in this Agreement or otherwise as notified by the Broker from time to time.
凡客戶送交經紀的通知可面交或以郵遞、電傳、傳真或電話送交本協議列載或經紀不時書面通知的地址或電傳、傳真或電話號碼。
- 20.3 All notices and other communications shall be deemed to be duly given to the Client (a) if delivered personally or by telephone, when actually delivered to the Client; (b) if sent by post, two days after the date of posting; and (c) if given or made by telex or facsimile or electronic mail, when the same is sent in its entirety to the telex or fax number or electronic mail address of the Client; provided that any notice or other communication to be given by the Client to the Broker shall be effective only when actually received by the Broker.
凡通知及其他通訊，(a) 例如面交或電話送交，應於實際送交客戶時當作妥為發給客戶處理；(b) 如郵遞送交，應於投寄後兩天當作妥為發給客戶處理；及(c) 如以電傳、傳真或電子郵件送交，應於全文送交客戶的電傳或傳真號碼或電郵地址時當作妥為發給客戶處理；惟客戶發給經紀的任何通知或其他通訊，只會於經紀實際收訖後才屬有效。
- 20.4 Notwithstanding anything contained in this Clause 20, a demand for payment of Margin, variation adjustment and interest rate cash adjustment attempted to be given by the Broker to the Client orally shall be deemed to have been duly given if the Broker has used all practicable endeavours to communicate with the Client by telephone or other means of oral communication but the Client remains uncontactable.
儘管第 20 條載有任何規定，如經紀嘗試以口頭方式向客戶發出保證金、變價調整及利率現金調整的繳款要求，而經紀盡所有切實可行努力以電話或其他口頭通訊方式與客戶聯絡但依然無法聯絡客戶，則應當作妥為發出有關要求處理。

21. Cumulative remedies 可累積補償

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

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

22. Severability 可予分割

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

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

23. Force majeure 不可抗力

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

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

24. Translation 翻譯

This Agreement may be translated into any other language but in the event of any conflict or inconsistencies, the English version shall prevail

本協議可被譯成任何其他語文，惟若各語文譯本之間有任何抵觸或不相符之處，則應以英文本為準。

25. Payment to Client 付給客戶之款項

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

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

26. Governing law and jurisdiction 管轄法律與司法管轄權

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and each of the Broker and the Client hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

本協議受香港法律管轄，並按照香港法律詮釋，而經紀及客戶雙方均不可撤銷地願受香港法院的非專有司法管轄權管轄。

IN WITNESS WHEREOF I/we hereto set my/our hands/and affix my/our firm chop/our common seal hereto this _____ day of _____

茲見證本協議，本人(等)在此簽署及蓋上商號印/公司印於二零____年____月____日。

Company/Corporate Account Holder (sign with company chop)
公司/法團(請附加公司/法團簽名章)

SIGNED by 簽署

SIGNED by 簽署

Director's Name 董事姓名

Director's Name 董事姓名

ID. Card/Passport No. 身份證/護照號碼

ID. Card/Passport No. 身份證/護照號碼

in the presence of 見證於-

Witness Signature 見證人簽署

Witness Name 見證人姓名:

Accepted by Jimei Futures Limited 集美期貨有限公司接受及確認

SIGNED by 簽署

Authorized Signature 授權簽署

Authorized Signature 授權簽署人姓名

Date 日期

RISK DISCLOSURE AND DISCLAIMER STATEMENTS 風險披露及免責聲明書

To : Jimei Futures Limited
致 : 集美期貨有限公司

CE No. 中央編號 : ARM854

I/We acknowledge the following risk factors in trading futures:
本人/吾等確認以下買賣期貨或衍生工具的風險:

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

I/We acknowledge that the risk of loss in trading futures contracts or options is substantial. In some circumstances, I/We may sustain losses in excess of my/our 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. I/We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my/our position may be liquidated. I/We will remain liable for any resulting deficit in my/our account I/We should therefore study and understand futures contracts and options before I/we trade and carefully consider whether such trading is suitable in the light of my/our own financial position and investment objectives, If I/we trade options I/we should inform myself/ourselves of exercise and expiration procedures and my/our rights and obligations upon exercise or expiry.

本人/吾等確認買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，本人/吾等所蒙受的虧蝕可能會超過最初存入的保證金數額。即使本人/吾等設定了備用指示，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。本人/吾等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，本人/吾等的未平倉合約可能會被平倉。然而，本人/吾等仍然要對本人/吾等的賬戶內任何因此而出現的短欠數額負責。因此，本人/吾等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本人/吾等。如果本人/吾等買賣期權，便應熟悉行使期權及期權到期時的程式，以及本人/吾等在行使期權及期權到期時的權利與責任。

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

I/We acknowledge that this brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, I/we should undertake such transactions only if I/we understand the nature of the contracts (and contractual relationships) into which I/we are entering and the extent of my/our exposure to risk. Trading in futures and options is not suitable for many members of the public. I/We should carefully consider whether trading is appropriate for me/us in light of my/our experience, objectives, financial resources and other relevant circumstances.

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

FUTURES 期貨

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

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds I/we have deposited or will have to deposit; this may work against I/we as well as for me/us. I/We may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain my/our position. If the market moves against my/our position or margin levels are increased, I/we may be called upon to pay substantial additional funds on short notice to maintain my/our position. If I/we fail to comply with a request for additional funds within the time prescribed, my/our position may be liquidated at a loss and I/we will be liable for any resulting deficit

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮“槓桿”作用。市場輕微的波動也會對本人/吾等投入或將需要投入的資金造成大比例的影響。所以，對本人/吾等來說，這種槓桿作用可說是利弊參半。因此本人/吾等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。若果市況不利本人/吾等所持倉盤或保證金水準提高，本人/吾等會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如本人/吾等未有在指定時間內繳付額外的資金，本人/吾等可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由本人/吾等承擔。

2. Risk-reducing orders or strategies 減低風險交易指示或投資策略

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

即使本人/吾等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 familiarise themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. I/We should calculate the extent to which the value of the options must increase for my/our position to become profitable, taking into account the premium and all transaction costs.

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, I/we will suffer a total loss of my/our investment which will consist of the option premium plus transaction costs. If I/we are contemplating purchasing deep-out-of-the-money options, I/we should be aware that the chance of such options becoming profitable ordinarily is remote.

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.

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.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。本人/吾等應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如果期權持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任(參閱上文“期貨”一節)。如所購入的期權在到期時已無任何價值，本人/吾等將損失所有投資金額，當中包括所有的期權金及交易費用。假如本人/吾等擬購入極價外期權，應注意本人/吾等可以從這類期權獲利的機會極微。

出售(“沽出”或“賣出”)期權承受的風險一般較買入期權高得多。賣方雖然能獲得定期額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。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。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。在期權被行使或到期時，買方有需要支付當時尚未繳付的期權金。

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS 期貨及期權其他常見風險

4. Terms and conditions of contracts 合約的條款及細則

I/We should ask the firm with which I/we deal about the terms and conditions of the specific futures or options which I/we are trading and associated obligations (e.g. the circumstances under which I/we 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.

本人/吾等應向替本人/吾等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(例如在什麼情況下本人/吾等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 I/we have sold options, this may increase the risk of loss.

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".

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。如果本人/吾等賣出期權後遇到這種情況，本人/吾等須承受的虧損風險可能會增加。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

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

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

7. Commission and other charges 佣金及其他收費

Before I/we begin to trade, I/we should obtain a clear explanation of all commission, fees and other charges for which I/we will be liable.

These charges will affect my/our net profit (if any) or increase my/our loss.

在開始交易之前，本人/吾等先要清楚瞭解本人/吾等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本人/吾等可獲得的淨利潤(如有)或增加本人/吾等的虧損。

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 I/we to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before I/we trade I/we should enquire about any rules relevant to my/our particular transactions. My/Our local regulatory authority will be unable to compel the enforcement of the rules of regulator authorities or markets in other jurisdictions where my/our transactions have been effected. I/We should ask the firm with which I/we deal for details about the types of redress available in both my/our home jurisdiction and other relevant jurisdictions before I/we 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。在進行交易前，本人/吾等應先行查明有關本人/吾等將進行的該項交易的所有規則。本人/吾等本身所在地的監管機構，將不能迫使本人/吾等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，本人/吾等應先向有關商號查詢本人/吾等本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

9. Currency risks 貨幣風險

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in my/our 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(不論交易是否在本人/吾等本身所在的司法管轄區或其他地區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

10. Trading facilities 交易設施

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My/Our 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. I/we should ask the firm with which I/we 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，而本人/吾等就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本人/吾等應向為本人/吾等進行交易的商號查詢這方面的詳情。

11. Electronic trading 電子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we 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 my/our order is either not executed according to my/our 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。如果本人/吾等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，包括有關系統硬體或軟件可能會失靈的風險。系統失靈 可能會導致本人/吾等的交易指示不能根據指示執行，甚或完全不獲執行。

12. Off-exchange transactions 場外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which I/we deal may be acting as my/our counterparty to the transaction.

I 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 regulator regime. Before I/we undertake such transactions, I/we should familiarise myself/ourselves 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。為本人/吾等進行交易的商號可能是本人/吾等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，本人/吾等在進行該等交易前，應先瞭解適用的規則和有關的風險。

13. RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG 在香港以外地方收取或持有的客戶資產的風險

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

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

14. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES 提供代存郵件或將郵件轉交第三者的授權書的風險

If I/we provide the licensed or registered person with an authority to hold mail or to direct mail to third parties, it is important for me/us to promptly collect in person all contract notes and statements of my/our account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

假如本人/吾等向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三者，那麼本人/吾等便須盡速親身收取所有關於本人/吾等賬戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

15. DISCLAIMER 免責聲明

15.1. HKFE disclaimer 期交所免責聲明

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

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

15.2. Stock index futures and options 股份指數期貨及期權

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

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

DECLARATION BY CLIENT
客戶聲明

The client acknowledges that the Risk Disclosure Statement was provided in a language of client's own choice (English or Chinese) and the client was invited to read the Risk Disclosure Statement, to ask questions and take independent advice if the client wishes.

客戶確認已按照客戶選擇的語言(英文或中文)獲得風險披露聲明及已獲邀閱讀該風險披露聲明、提出問題及徵求獨立的意見〔如客戶有此意願〕

***Signed by 簽署**

Name of client in block letters

客戶姓名(請用正楷字體填寫)_____

Date: 日期:_____

For Corporate Client 公司客戶

Affixed the company chop and signed by: 公司蓋章及由以下人士簽署

Name of two directors

兩位簽署董事名稱: (請用正楷字體填寫)_____

Date: 日期:_____

DECLARATION BY SFC LICENSED PERSON
證監會持牌人聲明

I, a licensed or registered person, declare that I have provided the above client with a copy of the Risk Disclosure Statement in a language of the client's choice (English or Chinese) and invited the client to read the Risk Disclosure Statement referred to in cause 19 of the Future Client's Agreement, ask questions and take independent advice if the client so wishes.

本人，以註冊人身份，確認本人已按照上述客戶所選擇的語言(英文或中文)提供風險披露及免責聲明及提示客戶閱讀該風險披露聲明、亦邀請客戶如有需要可以提出問題及徵求獨立的意見。

Signed by

簽署

Name of licensed or registered person in block letters:

註冊人姓名〔請用正楷字體填寫〕

CE No.中央編號:

Date: 日期:

STANDING AUTHORITY
常設授權書
SECURITIES AND FUTURES (CLIENT MONEY) RULES
證券及期貨(客戶款項)規則

Account name 戶口名稱: _____

Account Number 賬戶號碼 _____

To: Jimei Futures Limited
致: 集美期貨有限公司

CE No. 中央編號: ARM854

Pursuant to sections 5 (1) (c) and 8(1) of the Securities and Futures (Client Money) Rules made under section 149 of the Securities and Futures Ordinance (Cap 571), I/We hereby authorize and instruct you to deal, from time to time, with the money received from me/us, received on my/our behalf or held on my/our behalf, in the following manner:

根據證券及期貨條例(第 571 章) 149 條 5(1)(c)及 8(1)節有關證券及期貨(客戶款項)規則, 本人(等)特此授權及指示貴公司根據下列方式, 不時從本人(等)或代本人(等)收取的款項, 或不時代本人(等)持有款項:

Pay/Transfer the money to the following bank account(s):

將款項支付/轉往下列之銀行戶口

Name of bank 銀行名稱 _____

Bank account number 銀行戶口號碼 _____

Account name with bank 銀行客戶姓名 _____

The authority given herein shall remain valid for a period of 12 months commencing from the date of this notice (as state below). Upon expire of a period of 12 months as aforesaid, this authority shall, unless renewed according to the Securities and Futures (Client Money) Rules, become null and void. To renew it, I/we shall inform you in writing before its expiry. You may also remind me/us of the expiry and seek my/our consent to renew it two week before. If you do not receive my/our objection, it shall be renewed and you should confirm in writing to me/us. The authority given herein may be revoked by me/us by giving you not less than two Business Days notice in writing.

此授權書之有效期為本通告發出日(如下)起計 12 個月, 在本授權書的有效期 12 個月屆滿時, 除非已根據證券及期貨(客戶款項)規則續期, 否則本授權書將被視為失效。本人(等)可於授權書屆滿前更新, 貴公司亦會於授權書屆滿兩星期前通知 本人(等)及徵求本人(等)同意更新, 若 貴公司未有接獲本人(等)之反對, 授權書將會更新及發出信件以作確認。本授權書可在本人(等)給予不少於 2 個營業日的書面通知而被撤銷。

I/We hereby undertake to indemnify you against all costs, expenses, liabilities, losses or damages arising out of or suffered by you as a result of acting in accordance with my/our instructions herein.

本人(等)承諾, 對於 貴公司按照本人(等)於此文中的指示而招致的費用、開支、負責、損失或損害, 本人(等)將使 貴公司 得到彌償並免受損害。

Authorized signatory(ies) and company chop (if applicable)

客戶簽署及公司蓋章(如適用)

Date 日期

Notes 附言

1. In case of discrepancies between the English and Chinese versions, the English version shall prevail 中英文如有歧義, 以英文本為準。
2. This Standing Authority must be submitted in its original form for it to be effective. 本常設授權書須以正本繳交, 方可生效。
3. Do not delete or amend any part of this Form. 請勿刪除或塗改此表格上的任何部份。

Agreement for Internet Trading
互聯網期貨交易協議書

To: Jimci Futures Limited
致:集美期貨有限公司

Date 日期: _____

CE No. 中央編號 : ARM854

Dear Sirs,
敬啟者:

I/We hereby authorize and request you to open and maintain an internet Futures trading account ("the Account") in the name of me/us for the purchases, sales, holdings of and any other dealings in futures contracts. The Account shall be maintained and all such purchases, sales, holdings of and any other dealings in futures contract(s) shall be effected subject to and in accordance with the provisions of the Agreement for Internet Trading (Agreement") and the Futures Client's Agreement ("the Agreement(s)"). I/We confirm and acknowledge that the Agreement forms an integral part of the Agreement(s).

本人(等) 授權要求貴公司為本人(等) 以本人(等) 名義開立並操作一個互聯網期貨交易賬戶(下稱“賬戶”)，以執行本人(等) 不時購入、賣出、保管或處理各類期貨合約。有關賬戶之運作須受本互聯網期貨交易協議書(“協議書”) 及期貨客戶協議書(“客戶協議書”) 規限，本人(等) 確認補充協議書為客戶協議書組成之一部份。

I/We hereby agree to effect Transactions as hereinafter defined subject to the following terms and conditions of this Agreement:-
本人(等) 茲同意根據下列條件進行互聯網期貨合約交易:-

1 The Account 賬戶

I/We warrant that the information set out in the Account Opening Information is true and correct and that you are entitled to rely fully on such information to act on my/our behalf unless and until you receive notice of any change from me/us in accordance with the provisions of the Futures Agreement. I/We undertake to advise you promptly of any material change to such information.

本人(等) 保證客戶開戶資料內所載資料均屬真實及正確，貴公司在未收到本人(等) 據期貨客戶協議書規定發出的資料變更通知前，貴公司有權依據該等資料行事，若該等資料有變更，本人(等) 即儘快通知貴公司。

2 Internet Futures Trading Service 互聯網期貨交易

2.1 I/We shall use the internet futures contract trading service only in accordance with this Agreement

客戶只限於根據協議書及客戶協議書之有關條款使用互聯網期貨合約交易服務。

2.2 I/We shall be the only authorized user of the internet futures contract trading service under the Account.

本人(等) 是賬戶唯一有權使用互聯網期貨交易服務的人。

2.3 I/We acknowledge that the internet futures contract trading service is proprietary to you. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain authorized access to, any part of the internet futures contract trading service. I/We undertake to notify you immediately if I/We become aware that any of the actions described above in this paragraph is being perpetrated by any other Person.

本人(等) 承認此互聯網期貨合約交易服務為貴公司所專有。本人(等) 保證及承諾本人(等) 不會和不試圖損壞、修改、逆彙編、或以其他方式改變互聯網期貨合約交易服務的任何組成部份，也不試圖非法進入互聯網期貨交易服務的任何組成部份。本人(等) 保證在本人(等) 知道有人作出上述行動時馬上通知貴公司。

2.4 I/We shall be responsible for the confidentiality and use of my/our customer ID and Password.

本人(等) 有責任將本人(等) 之登入號碼密碼及賬戶號碼保密，並對所作用等負責。

2.5 I/We agree immediately to notify you if I/we become aware of:-

本人(等) 同意在獲悉以下事件後，隨即知會貴公司:-

- any loss or theft of my/our customer ID and Password; or
- 本人(等) 之賬戶號碼及密碼遺失或盜用；或
- any unauthorized use of any of my/our customer ID and Password, or of the internet futures contract trading service or any information; or
- 本人(等) 之任何登入賬戶號碼及密碼，或互聯網期貨合約交易服務或任何資料被非法使用；或
- any failure by me/us to receive a message that an order initiated by me/us through the internet futures contract trading service has been received and or executed through the internet futures contract trading service.
- 本人(等) 未能獲取訊息，顯示經已接獲及/或執行本人(等) 透過互聯網期貨交易服務發出指令之訊息。

2.6 I/We shall be solely responsible for all instruction entered through the internet using my/our customer ID and Password.

本人(等) 須自行負責使用本人(等) 之賬戶及密碼的保密及使用。

2.7 I/We understand that you will not be liable to me/us if I/we am/are unable to access my/our account information or request a transaction through the internet service.

本人(等) 明白貴公司不會對本人(等) 不能存取本人(等) 之賬戶資料及透過互聯網期貨合約交易服務要求負責。

2.8 I/We shall not use or permit the use of the Information or any part hereof for any illegal purpose.

客戶不得使用或容許使用資訊或其任何部分作任何非法用途。

2.9 I/We shall not disseminate the information to third parties, and shall be solely use the information or any part thereof for my/our own use or in the ordinary course of my/our own business.

本人(等) 不得向協力廠商散播資訊，同時只容許本人(等) 作本身的用途或在本身業務的正常過程中使用。

2.10 Electronic trading facilities are supported by computer-based component system 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. My/our 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, I/we should ask the firm with which I/we 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，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本人(等) 應向為本人(等) 進行交易的商號查詢這方面的詳情。

3 Laws and rules 法例及規則

If I/we place any orders to you outside Hong Kong, I/we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given. I /We further agree that I/we shall, when, in doubt legal advisers of the relevant jurisdiction. I/We accept that there may be taxes or charges payable to relevant authorities in respect of any instructions and that you shall not be liable for any of such cost.

倘本人(等) 向貴公司發出任何指令的地點為香港以外的地方, 本人(等) 同意確保及表明該等指令之發出將遵從於本人(等) 發出指令的有關司法管轄區的任何及一切適用法律, 而本人(等) 更同意本人(等) 遇有疑問時, 應於有關司法管轄區諮詢或取得法律及專業意見。本人(等) 同意支付就有關任何指示可能繳付之稅項或收費, 貴公司並不須就該等費用負上任何責任。

4 Risk Disclosures Statements 風險披露聲明書

I/We hereby understand that:

本人(等) 明白:

(1) due to unpredictable traffic congestion of the Internet, an inherently unreliable medium of communication and that such unreliability is beyond your control, there is a risk that communication over the Internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by you to minimize this risk, you accept no responsibility for any loss which may be incurred by me/us as a result of interruptions or delays or unauthorized access. I/We should not place any instruction with you over the Internet if I/we are not prepared to accept such risk.

由於無法預計互聯網上的通訊量, 故屬一個存在不可靠因素之通訊媒介, 而該等不可靠因素亦非貴公司所能控制, 互聯網上的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然貴公司採取措施將此一風險減至最低限度, 對於本人(等) 因中斷、延誤或未經授權取得的結果而使本人(等) 招致任何損失, 貴公司不承擔任何責任。倘若本人(等) 不準備接受上述風險, 本人(等) 不應在互聯網上向貴公司作出任何指示。

(2) trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we may undertake transactions on an electronic trading system, I/we 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 my/our order is either not executed according to my/our 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。如果本人(等) 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, 包括有關系統硬體或軟件可能會失靈的風險。系統失靈可能會導致本人(等) 的交易指示不能根據指示執行。

(3) while you, the Hong Kong Futures Exchange Limited (the "HKFE"), HKFE Clearing Corporation Limited (the "HKCC") and all related parties endeavour to ensure the accuracy and reliability of the information provided through the system, there is no guarantee that such information is accurate and reliable and that you, the HKFE, DCASS and related parties do not accept and liability (whether in text or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

貴公司、香港期貨交易所有限公司(“期交所”)、香港期貨結算有限公司(“期貨結算公司”)及所有有關人士致力確保該系統所提供資料之準確性及可靠性, 惟資料之準確性及可靠性並無保證, 且貴公司、期交所、期貨結算公司及所有有關人士概不須就任何因不準確或錯漏所產生之任何損失或損毀承擔任何責任(不論以文本或合約或其他形式)。

5 Law 法律

This Agreement is governed and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

本協議書受香港特別行政區法律管轄及以其他作解釋, 而雙方不得撤銷接受香港特別行政區法院的司法管轄。

IN WITNESS WHERE OF I/we hereto set my/our hands/and affix my/our firm chop/our common seal hereto this day of 20 .

茲見證本協議, 本人(等) 在此簽署及蓋上商號印/公司印於二零 年 月 日。

Company/Corporate Account Holder (sign with company chop)

公司/法團(請附加公司/法團簽名章)

SIGNED by 簽署:

SIGNED by 簽署:

Director's Name 董事姓名_____

Director's Name 董事姓名_____

ID. Card/Passport No. 身份證/護照號碼_____

ID. Card/Passport No. 身份證/護照號碼_____

in the presence of 見證於-

Witness Signature 見證人簽署

Witness Name 見證人姓名:_____

Accepted by Jimei Futures Limited 集美期貨有限公司接受及確認

Signed by 簽署

Authorized Signature 授權簽署

Authorized Signature 授權簽署人姓名_____

Date 日期_____

DECLARATION BY CLIENT
客戶聲明

The client acknowledges that the Risk Disclosure Statement was provided in a language of client's own choice (English or Chinese) and the client was invited to read the Risk Disclosure Statement, to ask questions and take independent advice if the client wishes.

客戶確認已按照客戶選擇的語言(英文或中文)獲得風險披露聲明及已獲邀閱讀該風險披露聲明、提出問題及徵求獨立的意見〔如客戶有此意願〕

***Signed by:** 簽署:

Name of client in block letters

客戶姓名(請用正楷字體填寫)_____

Date: 日期_____

:

For Corporate Client 公司客戶

Affix the company chop and signed by: 公司蓋章及由以下人士簽署

Name of two directors

兩位簽署董事名稱: (請用正楷字體填寫)_____

Date: 日期:_____

DECLARATION BY SFC LICENSED PERSON
證監會持牌人聲明

I, a licensed or registered person, declare that I have provided the above client with a copy of the Risk Disclosure Statement in a language of the client's choice (English or Chinese) and invited the client to read the Risk Disclosure Statement referred to in cause 19 of the Future Client's Agreement, ask questions and take independent advice if the client so wishes.

本人, 以註冊人身份, 確認本人已按照上述客戶所選擇的語言(英文或中文)提供風險披露及免責聲明及提示客戶閱讀該風險披露聲明、亦邀請客戶如有需要可以提出問題及徵求獨立的意見。

Signed by

簽署

Name of licensed or registered person in block letters:

註冊人姓名〔請用正楷字體填寫〕

CE No.中央編號:

Date: 日期: