TERMS AND CONDITIONS FOR FUTURES TRADING

期貨交易條款和條件

CSC FUTURES (HK) LIMITED

群益期貨(香港)有限公司

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CSC Futures (HK) Limited is registered with the Securities and Futures Commission ("SFC") as a licensed corporation (CE Number AFD052) for Type 2 regulated activity and a Futures Commission Merchant and an exchange participant of the Hong Kong Futures Exchange Limited ("HKFE") of 3/F., 308 Central Des Voeux, 308 Des Voeux Road Central, Hong Kong.

群益期貨(香港)有限公司為證券及期貨事務監察委員會(「證監會」)註冊為持牌法團(中央編號AFD052) 專營第 2 類受規管活動及為香港期貨交易所有限公司(「期交所」)的 Futures Commission Merchant 及交易所參與者，通訊地址為香港上環德輔道中308號3樓。

1. THE INTERPRETATION 釋義

"**Account**" means any one or more Futures Contracts and/or Options Contracts dealing and/or trading accounts now or hereafter opened in my/our name with you in connection with this Agreement;

「**帳戶**」指當前或今後根據本協議以本人／吾等／本公司名義在 貴公司開立的任何一個或多個期貨合約及／或期權合約交易及／或買賣帳戶；

"**Agreement**" means the written agreement regarding the opening, maintenance and operation of the Account as amended from time to time, including the Account Opening Form, Client Information Statement, and Terms and Conditions for Futures Trading;

「**本協議**」指客戶就有關帳戶之開立、維持及運作而訂立且不時修訂之書面協議，其中包括帳戶開戶表格、客戶資料表格及期貨交易條款和條件；

"**Associate**" means, in relation to you, a body corporate which is its subsidiary or affiliated company, in Hong Kong or elsewhere;

「**聯營公司**」指設於香港或其他地方，與 貴公司有關連的子公司或有關連公司之法人團體；

"**Authorized Person**" means, in the case of corporate account, the person(s) initially so named in the Customer Information Statement; and in the case of an individual or a joint account, the person(s) initially so named in the Customer Information Statement who hold valid power of attorney from me/us;

「**獲授權人士**」指如屬公司帳戶，乃最初在客戶資料表格具名之人士；如屬個人／聯名帳戶，乃持有有效授權書，最初在客戶資料表格具名之人士；

"**Business Day**" means any day on which the relevant Exchange opens for trading other than Saturdays, Sundays, public holidays and any other days declared by the Exchange to be non-business days;

「**營業日**」指除星期六、星期日、公眾假期和交易所宣佈的非交易日之外，有關交易所開放進行交易的任何一日；

"**Chief Executive**" means the Chief Executive from time to time appointed by the board of directors of the HKFE;

「**行政總裁**」是指期交所董事局不時委任的行政總裁；

"**Clearing House**" means HKCC and SEOCH in relation to HKFE and, in relation to any other Foreign Exchange, the Clearing House providing services similar to those of HKCC or SEOCH to such Foreign Exchange;

「**結算所**」針對期交所而言，指期貨結算公司及聯交所期權結算所；針對其他外國交易所而言，

指向該外國交易所提供類似期貨結算公司或聯交所期權結算所服務的結算所；

"**Clearing House Rule**" means the rules, regulations and procedures of SEOCH and HKCC, as amended from time to time;

「**結算所規則**」是指聯交所期權結算所及期貨結算公司的規則、規例及程序及其不時作出之修訂；

"**Close Out**" means the entering into of a Futures Contact or Options Contract on identical terms to a previous Futures Contract or Options Contract, except (i) that the price may not be the same as the price specified in the previous contract; and (ii) you take the opposite side to the side it holds under the previous contract, for the express purpose of crystallizing the profit or loss on that previous contract; and the expressions "**Closed Out**", "**Closing Out**" and "**Closed Out Contract**" shall be construed accordingly;

「平倉」是指根據先前簽訂之期貨合約或期權合約的相同條款訂立的一份期貨合約或期權合約，但其（i）價格可能與先前簽訂之合約不相同；及（ii）貴公司持與先前之合約相反的立場， 以訂出先前之合約的利潤或損失；而「**已平倉**」、「**正平倉**」及「**平倉合約**」均須相應地解釋；

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission made under the SFO in force from time to time;

「**操守準則**」是指根據證券及期貨條例制定不時有效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》；

"**Commodity**" means any items and includes, without limitation, agricultural commodities, metals, currencies, shares, interest rates, indices (whether stock market or otherwise), or other financial contracts, energy, right or authority, and shall where the case requires include a Futures Contracts and/or Options Contracts in respect of any of the above and in each case whether or not the item in capable of being delivered;

「**商品**」是指任何物品，包括但不限於農業商品、金屬、貨幣、股票、利率、指數(包括股票指數或其他指數)、或其他金融合約、能源、權利或權限、及如情況所需，包括以上任何一項的期貨合約及／或期權合約(不論該物品是否可作實際交付)；

"**Exchange**" means HKFE and any Specified Futures Exchanges specified in Part 2 in Schedule 1 of the SFO (Cap 571) respectively;

「**交易所**」指期交所及任何於《證券及期貨條例》第571章附表1第2部指明的指明期貨交易所；

"**Exchange Contract**" means a contract for a commodity approved by the SFC and the HKFE for trading on a market and which may result in a Futures Contract and/or Options Contract;

「**交易所合約**」是指一份由證監會及期交所批准可以在期交所設立之市場進行交易的商品合約，可以是一份期貨合約及／或期權合約；

"**Exchange Participant**" means an Exchange Participant which is approved by and registered with HKFE to perform the functions of a Futures Commission Merchant in accordance with the Trading Rules;

「**交易所參與者**」是指根據期交所規則由期交所批准及註冊從事Futures Commission Merchant的交易所參與者；

"**Futures Contract**" or "**Futures**" has the meaning ascribed thereto by the SFO (Part 1 in Schedule 1 of the SFO (Cap 571)); it means a contract executed on any commodity, futures or options exchange, the effect of which is that (i) one party agrees to deliver to the other party at an agreed future time an agreed commodity or quantity of a commodity at an agreed price; or (ii) the party will make an adjustment between them at an agreed future time according to whether the agreed commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the commodity, futures or options exchange in which that contract is made;

「**期貨合約**」或「**期貨**」含《證券及期貨條例》所下定義(第571章附表1第1部)；指具有以下效力之有關任何商品，期貨或期權交易之合約：（i）一方當事人承諾在約定的時間及以約定的價格，交付予另一方當事人約定之商品或約定數量的商品；或（ii）雙方同意在約定時間根據該商品當時之價值與簽訂合約時雙方協定的價值作出的調整，有關差額將根據管轄該合約之交易所規則決定；

"**HKCC**" means the HKFE Clearing Corporation Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge;

「**期貨結算公司**」指香港期貨結算有限公司，包括其繼承者、受讓人以及由於其重組、合併、並入而產生或保存的實體；

"**HKFE**" means the Hong Kong Futures Exchange Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge;

「**期交所**」指香港期貨交易所有限公司，包括其繼承者、受讓人以及由於其重組、合併、並入而產生或保存的實體；

"**Options Contract**" or "**Options**" has the meaning ascribed thereto by the Securities and Futures (Financial Resources) Rules (Section 2 of the Securities and Futures (Financial Resources) Rules (Cap 571N)); it means a contract pursuant to which one party (the "first party") grants to the other party (the "second party") the right, but not the obligation, to buy from (a Call Options) or to sell to (a Put Options) an agreed commodity, or quantity of commodity, 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 exercise his right to buy or to sell (as the case may be) (i) the first party is obliged to deliver or to take delivery (as the case may be) of the commodity at the agreed price; or (ii) the first party shall pay to second party an amount referable to the amount (if any) by which the commodity is

worth more than the agreed party (for Call Options) or agreed price is worth more than the commodity (for Put Options), any of such payment shall be determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made;

「**期權合約**」或「**期權**」含《證券及期貨(財政資源)規則》所下定義(第571N章第2條)；指該等合約，其中一方(「第一方」)賦予另一方(「第二方」)在雙方約定之期間及以約定之價格，行使認購 (認購期權)或認沽(認沽期權)某一種或某一數量之商品之權利(但不是責任)及倘若第二方行使其認購或認沽權利(視屬情況而定)，則：（i）第一方必須以約定之價格交付有關之商品或接受有關商品交付(視屬情況而定)；或（ii）第一方必須支付第二方一個根據商品價格比約定價格高出的差額(認購期權)或根據約定價格比商品價格高出的差額(認沽期權)計算的金額，而任何有關之付款需根據該合約訂立之有關交易所之規則交付；

"**Open Position**" or "**Open Contract**" means a Futures Contract or an Options Contract other than a Closed Out Contract;

「**未平倉合約**」是指任何除了開倉合約以外之期貨合約或期權合約；

"**Representative**" means anyone who acts as your agent in effecting Transactions or clearing the same in Hong Kong or elsewhere, including any member of an Exchange or Clearing House;

「**代表**」指代表貴公司在香港或其他地方進行交易或結算的代理人，包括交易所或結算所的任何成員；

"**SEOCH**" means The SEHK Options Clearing House Limited and includes its successors, assigns and any resulting or surviving entity into or with which it may consolidate, amalgamate or merge;

「**聯交所期權結算所**」指香港聯合交易所期權結算所有限公司，包括其繼承者、受讓人以及由

於其重組、合併、並入而產生或保存的實體；

"**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；

"**SFO**" means the Securities and Futures Ordinance (Cap 571) of the laws of Hong Kong, as amended from time to time;

「**證券及期貨條例**」是指香港法例第571章《證券及期貨條例》及其不時所作之修訂；

"**Trading Rules**" means the rules, regulations and procedures of HKFE, as amended from time to time; and

「**交易規則**」是指期交所的規則、規例及程序及其不時作出之修訂；及

"**Transaction**" means entering into of Futures Contracts or Options Contracts by you pursuant to the instruction of me/us and the sale, purchase, liquidation, closing out, effecting delivery and settlement of such contracts; and other transactions effected under or pursuant to this Agreement.

「**交易**」指 貴公司按照本人／吾等／本公司的指示訂立之期貨合約或期權合約及對該等合約的買賣、結算、開倉、交付和交收；以及依據本協議進行的其他交易。

2. THE ACCOUNT 帳戶

2.1. I/We hereby confirm that the information provided in this Agreement is complete and accurate in all respects. I/We hereby undertake and covenant with you to notify you in writing forthwith of any material change to that information. You are authorized to conduct credit enquiries to verify the information provided for the purpose of ascertain the financial situation and investment objectives of me/us.

本人／吾等／本公司確認本協議中所載資料均屬完整及正確。本人／吾等／本公司承諾及保證倘若該等資料有任何重要變更，本人／吾等／本公司將會立即以書面通知 貴公司。本人／吾等／本公司特此授權 貴公司對本人／吾等／本公司之信用進行查詢，以核實本人／吾等／本公司之財政狀況及投資目標。

2.2. I/We acknowledge and accept that you will keep information relating to the Account confidential, but may provide any such information but not limit to my/our name, beneficial identity and such other information concerning me/us to HKFE, the SFC or the relevant Exchanges to comply with their requirements or requests for information. I/We further acknowledge and accept that in the event you fail to comply with any disclosure requirements under Trading Rules, the Chief Executive may require the Closing Out of positions on behalf of me/us or the imposition of a margin surcharge on the positions of me/us.

貴公司會對本人／吾等／本公司帳戶有關資料予以保密，但根據證監會、期交所及有關交易所的規定或應其要求， 貴公司將以該等資料不限於本人／吾等／本公司之名稱、實益身份及其他有關資料，本人／吾等／本公司進一步確認及同意倘若 貴公司未能符合期交所規則的任何資料披露規定，行政總裁可以代表本公司要求將本公司之合約平倉或向本公司未平倉之合約徵收保證金附加費。

2.3. Unless specified otherwise, I/we hereby declare that I am/we are the ultimate beneficial owner(s) of the Account, and that I am/we are not related to or associated with any of the employees or agents of you or any companies which is the holding company, subsidiary, associated or related companies of you (the "Group") including without limitation as a spouse or as a child under 18 years or as a cohabitant or adopted child/parent (no matter whether formally adopted under the Adoption Ordinance or otherwise) of such employees or agents and agree that if I am/we are or become related to or associated with any of such employees or agents, I/we shall promptly notify you of the existence and nature of such association and acknowledge and agree that you may, upon receipt of such notice, at your absolute discretion, terminate the Account.

除非另有說明，本人／吾等／本公司僅此聲明本人／吾等／本公司為帳戶的最終實益擁有人，而本人／吾等／本公司與 貴公司或 貴公司之控股、相關、附屬或關連公司(“集團”)之僱員或代理人包括但不限於作為該等僱員或代理人之配偶或 18 歲以下子女或同居者或領養（無論跟據

領養法例正式領養與否）沒有任何關係或關連。本人／吾等／本公司同意倘本人／吾等／本公司與該等僱員或代理人有或變成有關係或關連，本人／吾等／本公司須迅速通知 貴公司該等關係或關連的存在及其性質，並承認及同意 貴公司接獲該通知時有絕對酌情權終止帳戶。

2.4. I/We admit that you may in the course of business possess information relating to Futures Contracts and/or Options Contracts and agree that you shall have no duty to disclose to me/us any such information.

本人／吾等／本公司承認 貴公司於業務中可能持有關於個別期貨合約及／或期權合約之資料。本人／吾等／本公司同意 貴公司並無責任向本人／吾等／本公司披露任何有關資料。

2.5. You will notify me/us of material changes in respect of your business, which may affect the service that you provide to me/us.

倘 貴公司的業務有重大變更，並且可能影響 貴公司為本人／吾等／本公司提供的服務， 貴公司將會通知本人／吾等／本公司。

2.6. I/We hereby irrevocably direct you, at any time and with or without written notice to me/us, notwithstanding any settlement of the Account or other matter whatsoever, combine or consolidate or set-off or transfer of any sum standing to the credit of my/our Account or any

Open Position or other assets or rights in any such Account, in or towards satisfaction of any of my/our indebtedness, obligations or liabilities whatsoever. Where such set-off, consolidation, combination or transfer requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange conclusively determined by you to be applicable. For the purpose of exercising the right of set-off or of discharging any liabilities, you may Close Out any Open Positions, sell or dispose of any receivables or monies from time to time held in or for the Account. You shall be under no duty to me/us as to the price obtained in respect of any such sale or disposal.

關於任何帳戶之結算或其他任何事情，本人／吾等／本公司不可撤回明確授權 貴公司，無論 貴公司在任何時間有否以書面形式通知本人／吾等／本公司， 貴公司將任何本人／吾等／本公司在 貴公司帳戶內的未償還款項，未平倉合約或其他財產或權利，進行結合、綜合、抵銷或調動，直到本人／吾等／本公司能夠滿足 貴公司之任何負債、責任或債務。如上述所指的抵銷、綜合、結合或調動涉及兌換貨幣，則 貴公司有權根據 貴公司所定下的兌換率作出對該貨幣之換算。若 貴公司需行使權利以抵銷或清償任何債務， 貴公司可出售或處理本人／吾等／本公司在 貴公司帳戶內的任何未開倉合約、出售或處理應收款項或現金。而有關該等出售或處理所定的價錢 貴公司不會負任何責任。

2.7. In addition and without prejudice to any general liens or other similar rights which you may be entitled under law or this Agreement and subject to applicable rules and regulations, including without limitation, the Securities and Futures (Client Securities) Rules (Cap 571H) and the Securities and Futures (Client Money) Rules (Cap 571I), you and as an agent for any companies in your Group, at any time with or without notice to me/us, may combine or consolidate any or all Account(s), of any nature whatsoever and either individually or jointly with others, with you or any of the companies in your Group and you may set-off or transfer any monies (in any currency), securities or other property in any such Account(s) to satisfy obligations or liabilities of me/us to you or any of your Group Companies, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

貴公司除擁有任何法律或此協議賦予之留置權或其他類似的權利，及受制於適用的規則及規章包括但不限於《證券及期貨(客戶證券)規則》(第 571H 章)及《證券及期貨(客戶款項)規則》(第 571I 章)。 貴公司及 貴集團內任何公司可於任何時間，在有否通知本人／吾等／本公司的情況下，均可以任何形式，單獨或聯同他人，結合或綜合本人／吾等／本公司在 貴公司或貴集團內任何公司任何或所有帳戶。 貴公司亦可抵銷或調動上述帳戶內任何現金(任何流通貨幣)、證券或其他財產，以使本人／吾等／本公司能滿足本人／吾等／本公司需承擔 貴公司或貴集團公司之任何義務或法律責任，不論該等義務和法律責任是真實或或然的、原有或附帶的、 有抵押或無抵押的、共同或分別的。

2.8. Notwithstanding any provision of this Agreement, you shall have the right exercisable at your

absolute discretion at any time to close the Account without ascribing any reason and without any liability to me/us for such closure by terminating this Agreement.

儘管本協議的任何規定， 貴公司有絕對酌情權於任何時間結束帳戶，而毋須提出任何理由，亦毋須對本人／吾等／本公司因終止本協議及結束帳戶而負上任何責任。

The section below shall be applicable to any Corporate Account opened with you and treated as an integral part of this Agreement.

本部份適用於與 貴公司開立之公司帳戶及屬於本協議之一部份。

2.9. We are duly incorporated and validly existing under laws of its place of incorporation and have full power to execute and perform our obligations under this Agreement and have commercial reason to open the Account.

The certified copy resolution provided by us to you with this Agreement were duly passed at the meeting of our directors duly convened and held on or prior to the date hereof in accordance with our constitutional agreement and were entered in our minutes book and are full force and effect.

本公司根據其註冊地之法律正式成立及依法有效，並有一切有關權限及權力，行使與履行其於

本協議所載之責任及以商業理由開立帳戶。

本公司連同本協議向 貴公司提供之經核證決議副本所載之決議乃於適當之董事會議上妥為通過，而有關會議乃根據公司章程適當召開，並於簽訂本協議之當日或之前舉行。有關決議已載入會議紀錄冊並屬全面有效。

2.10. Any intended change of the Authorized Person by us shall only become effective from the date of actual receipt by you or the relevant board resolutions duly signed by us or other evidence of authorization satisfactory to you.

任何獲授權人的變更，只在 貴公司實際收到本公司已簽署之授權書或有關之董事會決議或貴公司認可的委任證明文件才正式生效。

The section below shall be applicable to any Joint Account opened with you and treated as an integral part of this Agreement.

本部份適用於與 貴公司開立之聯名帳戶及屬於本協議之一部份。

2.11. If the Account is owned by more than one person, the liabilities of us shall be joint and several. The liabilities of a deceased or incapacitated joint account holder shall cease only with regard to Transactions made subsequent to the receipt by you.

倘帳戶包括多於一位人士，則每一位人士須共同及個別承擔作為帳戶持有人的責任。若其中任何一位聯名帳戶人士辭世或成為不適合人士，在 貴公司已收到有關死亡或成為不適合人士的書面通知的情況下，該位辭世或不適合（視情況而定）的人士，便毋須承擔其後的交易之責任。

If the Account is joint account, we hereby declare that the Account is a joint account with right of survivorship. In the event of death of any of the joint account holders, the estate of the deceased joint account holder or the surviving joint holder(s) shall immediately notify you in writing of the relevant death and shall produce and deliver to you true copies of such proofs of death, tax waiver and such other documents as you may in your sole discretion require.

每一位聯名帳戶持有人現聲明該帳戶是聯名帳戶享有生存者取得權。倘若其中一人去世，遺產承繼人或帳戶生存者須立即以書面通知 貴公司有關死訊及提交死亡證及寬免稅項文件等之正本， 貴公司有完全酌情權要求其它有關文件的正本。

2.12. Each of the joint account holders shall have the authority to exercise all the rights, power and discretion hereunder and to deal with you as if each of us alone was the holder of the Account without notice to the other. You may follow the instructions of any of us concerning the Account and shall not be obliged to inquire into or see to the application of any monies or properties between the joint account holders.

每一位聯名帳戶的持有人，在毋須通知其他聯名帳戶人的情況下，均有權行使所有本協議內

的權利、權力及酌情權，及與 貴公司協商。 貴公司可根據任何一位聯名帳戶持有人有關該帳戶的指示行事，而毋須向其他聯名帳戶持有人作出查詢或介定有關聯名帳戶持有人之間的任何財產分配。

2.13. Each of the joint account holders agrees to be bound by this Agreementnotwithstanding that any person intend to sign or to be bound by this Agreement may not to be or be bound and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of the undersigned (whether or not the deficiency is known to you).

儘管任何準備簽署本協議或準備受本協議約束的人士不可以簽署或不受本協議之約束，及儘管本協議對任何一位或多位簽署者無效或有不可執行的情況，不論 貴公司是否知悉此問題，每一位聯名帳戶持有人均同意接受本協議之約束。

3. LAWS AND RULES 規則及規例

3.1. All Transactions in which you effect on my/our instructions or on my/our behalf shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying to you, including Trading Rules, Clearing House Rules, relevant ordinance(s) and all other laws applicable in the jurisdiction of the relevant Exchanges as amended or supplemented from time to time. All action taken by you in accordance with such laws, rules, regulations, directions, customs and usages shall be binding on me/us.

所有代本人／吾等／本公司進行的交易，將根據並受限於適用的有關法律、規則、規例、指令、慣例與習俗，包括不時修訂或增補的交易規則、結算所規則、有關條例及適用於有關交易所的司法區的所有法律約束。 貴公司根據該等法律、規則、規例、指令、慣例與習俗而採取的所有行動均對本人／吾等／本公司具有約束力。

3.2. I/We acknowledge and agree that in respect of Transactions to be executed in the markets other than those operated by HKFE, such Transactions will be subject to the rules and regulations of those markets and not those of the HKFE, and the level and type of protection afforded by those markets may be markedly different from that afforded by the rules and regulations of HKFE.

本人／吾等／本公司確認並同意在期交所屬下市場以外所進行之交易，須受到有關市場之規則而非期交所的規則所規限，而由該等市場就有關交易而提供予本人／吾等／本公司之保障程度及類別，則可能與期交所規則所提供予本人／吾等／本公司保障程度及類別有實質上之差異。

3.3. In the event that you or your associated person commits a default in relation to any Futures Contract traded on a recognized Futures markets; and related assets of such Futures Contract and I/we thereby suffer a pecuniary loss, I/we acknowledge and accept that the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO (Cap 571) and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules (Cap 571AC) and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

For Transactions which are effected in an Exchange other than the recognized Futures market, I/we acknowledge and accept that the valid claims in the event of any default on the part of you or your associated person will be subject to the rules of the relevant Exchange.

若 貴公司或 貴公司之有聯繫人士所犯的違責是關於任何在或將會在認可期貨市場交易的期貨合約而犯的及該等期貨合約的有連繫資產而犯的，以致本人／吾等／本公司蒙受金錢上的損失，本人／吾等／本公司知悉並接納其投資者賠償基金所承擔的法律責任只限於《證券及期貨條例》(第 571 章)及有關附屬法例內所規定的有效索償，並須受制於《證券及期貨(投資者賠償-賠償上限)規則》(第 571AC 章)內所訂的金額上限，因此不能保證本人／吾等／本公司

在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

就一切在認可期貨市場以外之交易所進行的期貨及／或期權買賣，若 貴公司或其有聯繫人士所犯的違責，，本人／吾等／本公司知悉並接納有效索償將受有關交易所的規則約束。

3.4. Every Exchange Contract shall be subject to the charge of a Investor Compensation Fund levy and a levy pursuant to the SFO, the cost of both of which shall be borne by me/us.

每份期交所合約均需繳交投資者賠償基金徵費及根據《證券及期貨條例》所收取的徵費，及上述兩項費用須由客戶承擔。

4. ERROR TRADE 錯價交易

4.1. I/We acknowledge and agree that pursuant to Rule 819B of the Rules, Regulations and Procedures of Hong Kong Futures Exchange Limited (the "HKFE"), if a trade takes place on HKATS at a level which deviates from the error trade price parameters from time to time established by the Exchange and notified to Exchange Participants, any original party to the trade may bring such trade to the attention of the Exchange as an error trade no later than **10 minutes** after the time of the trade (or **30 minutes** after the time of the trade if the trade is a Stock Options or Tailor-Made Combination trade).

本人／吾等／本公司知悉並同意，根據香港期貨交易所有限公司（「期交所」）規則第819B條，凡在HKATS電子交易系統以偏離期交所不時訂定並通知交易所參與者的錯價交易價格參數的水平成交的交易，可由任何原交易方於交易後**10分鐘**內（如屬自選組合交易或股票期權，則為**30分鐘**內）向期交所申報為錯價交易。

4.2. I/We acknowledge that upon receipt of such notification, the Exchange shall immediately broadcast an alert on HKATS that the trade is claimed to be an error and may be subject to cancellation.

本人／吾等／本公司知悉，期交所收到申報後將即時在HKATS電子交易系統發布警告訊息，表示該交易已被申報為錯價交易並可能被註銷。

4.3. I/We acknowledge and agree that:

本人／吾等／本公司知悉並同意：

(a) if the parties to the Error Trade consent to its cancellation within 10 minutes after the alert is broadcast, and if no objection from any other Exchange Participant is brought to the attention of the Exchange within such 10 minutes, the trade will be cancelled;

警告訊息發布後10分鐘內，如錯價交易的所有交易方均同意註銷，且期交所在該10分鐘內未接獲任何其他交易所參與者的反對，該交易將被註銷；

(b) if within such 10 minutes the parties to the Error Trade do not consent to its cancellation, or if an objection from any other Exchange Participant is brought to the attention of the Exchange, or if not all the parties to the Error Trade can be contacted by the Exchange, a special HKATS Error Trade Review Panel shall be convened immediately to review relevant information and decide within 10 minutes after it is convened (unless this is impractical) whether or not the claimed Error Trade shall be cancelled;

如交易方不同意註銷、期交所接獲其他交易所參與者反對，或期交所在該10分鐘內無法聯絡所有交易方，期交所將即時召開錯價交易覆核小組審核相關資料，並在10分鐘內（除非情況不可行）決定是否註銷該交易；

(c) any such decision of the Panel shall be binding on all parties to the Error Trade and there shall be no appeal.

覆核小組的決定對交易各方均具有約束力，不得上訴。

4.4. I/We acknowledge that a fee of **HK$3,000** shall be payable to the Exchange for each Error Trade claim, regardless of whether the claim is successful or not.

本人／吾等／本公司知悉，每宗錯價交易申報須向期交所繳付**3,000港元**費用，無論申報是否成功。

4.5. I/We confirm that I/we have read and understood the above HKFE Error Trade rules and undertake that:

本人／吾等／本公司確認已閱讀並理解上述期交所錯價交易規則，並承諾：

(a) I/we shall **immediately** notify you upon becoming aware of any circumstances that may involve an Error Trade;

在知悉任何可能涉及錯價交易的情況時，**立即**通知貴公司；

(b) I/we shall provide you with effective emergency contact details that are immediately accessible during trading hours;

向貴公司提供有效且可在交易時段內即時聯絡的緊急聯絡方式；

(c) I/we shall notify you in writing immediately of any change to my/our emergency contact details; and

如緊急聯絡方式發生變更，立即書面通知貴公司更新；並且，

(d) I/we shall keep the above contact channels available during trading hours.

在交易時段內保持上述聯絡渠道暢通。

4.6. For matters relating to Error Trades, I/we may contact you through the following emergency contact channels:

Emergency Hotline: (+852) 2105 1234 / 2105 1207

Emergency Email: hk_dl_f@e-capital.com.hk

就錯價交易事宜，本人／吾等／本公司可通過以下緊急聯絡方式聯絡貴公司：

緊急聯絡熱線：(+852) 2105 1234 / 2105 1207

緊急聯絡電郵：hk_dl_f@e-capital.com.hk

5. TRANSACTION(S)交易

5.1. You will as my/our agent in effecting the Transactions unless you indicate (in the contract note for the relevant Transactions or otherwise) that you are acting as principal.

除非 貴公司（在有關交易的成交單或其他合約單據內）表示 貴公司以自己本身名義進行交易外，否則 貴公司將以本人／吾等／本公司之代理人身份進行交易。

5.2. I/We acknowledge and agree that I/we shall be solely responsible for the Transactions and neither you nor any of the directors, officers, employees or agents of your Group shall be liable to me/us, or to any other person claiming under or through me/us, for any claim made with respect to the receipt and execution of any such Transactions.

本人／吾等／本公司承認及同意本人／吾等／本公司須單獨負責所有交易指令，而 貴公司及任何 貴公司或 貴集團之董事、高級職員、僱員或代理人均不須就接獲及執行任何該等指令對本人／吾等／本公司或任何其他經本人／吾等／本公司索償的人士負責。

5.3. You shall have an absolute discretion to accept or reject any orders or the execution of any orders until (as the case may be):

- there is sufficient cleared funds in the Account; or
- there are sufficient position in the Account, for settlement of the relevant Transaction.

貴公司有絕對酌情權接納或拒絕任何指令或執行任何指令，直至（視情況而定）：

- 帳戶內有足夠可即時動用的資金；或
- 帳戶內有足夠部位作有關交易的交收之用。

5.4. I/We understand and agree that you may monitor or record any of my/our telephone

conversations in order to verify the instructions given by me/us or my/our Authorized Person(s).

本人／吾等／本公司明白及同意　貴公司可以監聽或記錄本人／吾等／本公司與　貴公司之電話談話內容以供　貴公司核實本人／吾等／本公司或任何獲授權人之指示。

5.5. You will have an absolute discretion to accept or refuse any orders or the execution of any orders and shall not be obliged to give any reason for such refusal.

貴公司有絕對酌情權接納或拒絕任何指令或執行任何指令，而毋須就此給予任何理由。

5.6. If you are only able to secure a lesser number of Futures Contracts or Options Contracts than specified in the instruction, those secured contracts shall be binding on me/us and you shall not be liable for failure to secure the number of contracts as specified in the instruction.

倘若 貴公司只能訂立比有關指示少之期貨合約或期權合約數目，所有已訂立之合約均對本人／吾等／本公司具有約束力, 而　貴公司並不須要就未能訂立有關指示所指定的合約數目負責。

5.7. I/We acknowledge and agree that you and your Group's directors, officers, employees and agents shall not responsible or liable for any loss suffered or which may be suffered by me/us as a result of any delay, failure or inaccuracy in the transmission or communication of instructions or orders.

本人／吾等／本公司確認及同意 貴公司及 貴集團之董事、高級職員、僱員及代理人毋須對貴公司任何指示及落盤在傳遞及通訊上的延誤、無效及錯漏而產生之損失承擔任何責任，此損失由本人／吾等／本公司承擔。

5.8. I/We acknowledge that all Transactions effected by you pursuant to my/our instructions are a result of my/our judgment and decision and not result from your selection or advice.

本人／吾等／本公司確認由　貴公司根據本人／吾等／本公司指示進行所有交易是根據本人／吾等／本公司的判斷及決定作出，而並非基於　　貴公司之選擇或建議而進行交易。

5.9. On all Transactions, I/we shall pay you commissions and charges, as notified to me/us, as well as applicable levies imposed by the Exchanges from time to time, all applicable stamp duties, bank charges, fees, investor compensation fund levy and other expenses. You may deduct the above expenses from the Account.

就所有交易而言，每當 貴公司通知本人／吾等／本公司之交易佣金和收費，本人／吾等／本公司同意須向 貴公司支付以及繳付交易所不時徵收的適用徵費，並繳納所有有關交易的適用印花稅、銀行收費、費用、投資者賠償基金徵費及其他支出。 貴公司可以從帳戶中扣除上述費用。

5.10. If I/we reside or give 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 to indemnify you on demand for any claims, demands, actions, costs and expenses you may suffer or incur in connection with or arising from my/our residing or giving of any such order outside Hong Kong.

倘本人／吾等／本公司住處或向　貴公司發出任何指令的地點為香港以外的地方，本人／吾等／本公司同意確保及表明該等指令之發出將遵從於本人／吾等／本公司發出指令的有關司法管轄區的任何及一切適用法律。本人／吾等／本公司進一步同意於被要求時償付 貴公司可能因本人／吾等／本公司之住處或發出指令地點在香港以外的地方而引致 貴公司蒙受的任何索償、索求、法律訴訟、費用及支出。

5.11. You shall be entitled, in your absolute discretion, but shall not be bound to act on any instruction from me/us, to take any action whatsoever or howsoever against any Exchange and/or Clearing House and/or any other person in respect of any failure by such Exchange, or Clearing House and/or other person to make any payment or delivery in respect of any Futures Contract or Options Contract entered into by you on behalf of me/us provided that if any such action is taken by you, I/we hereby agree and undertake to indemnify you in respect of all costs, claims, demands, damages and expenses arising out of or in connection with

such action.

貴公司有絕對酌情權，亦毋須根據本人／吾等／本公司指示，就任何交易所、結算所及/或其他人士不能根據任何由 貴公司代表本人／吾等／本公司所訂立的期貨合約或期權合約而繳款或交付，對任何交易所、結算所及／或任何其他人士以任何方式採取任何行動，惟本人／吾等／本公司同意並承諾，若 貴公司如採取任何行動，本人／吾等／本公司將補償 貴公司因採取任何行動而承受或相關之所有費用、索償、徵繳、賠償及損失。

5.12. All instructions given by me/us pursuant to this Agreement which may be executed on more than one Exchange may be executed on any Exchange as you may select.

本人／吾等／本公司根據本協議發出的所有指示，倘若可在多於一個交易所執行，則 貴公司有權選擇在任何的交易所執行該等交易。

5.13. Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by me/us unless you shall receive from me/us written notice to the contrary within 7 days. Any notice, statement, confirmation or other communication shall be deemed to have been received: (a) if hand delivered, when delivered; (b) if given by registered post, 2 days after the same has been posted; or (c) if given by fax, at the same time it is dispatched.

於任何通告、帳單、確認書或其他通訊所指或提及之每一項交易須被視為正確及經由本人／吾等／本公司確認，除非 貴公司於 7 天內接獲本人／吾等／本公司所作之相反的書面通知。任何通告、帳單、確認書或其他通訊將被視為已經收妥，若：（a）以專人速遞，在送遞當日；（b）以掛號郵件傳遞，在投遞當日起計 2 日；或（c）以傳真傳遞，在發出時。

5.14. Every statement of account shall, in the absence of manifest error, be conclusive and binding on me/us as to the amount standing to the debit or credit of the Account.

在無顯然的錯誤出現下，每一張帳戶帳單之中之款項須為最終的借方或貸方結存，對本人／吾等／本公司均具約束力。

5.15. If you enter into any Transaction on behalf of me/us in a currency other than the currency in which the Account is denominated then:

- any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be for my/our Account and risk; and
- when such Transaction is sold, set off or otherwise liquidated, you may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by you on the basis of the then prevailing market rates of exchange for such foreign currency.

如 貴公司代表本人／吾等／本公司以帳戶貨幣之外的任何交易施行貨幣，屆時：

- 所有因為該貨幣的匯率波動而帶來的利潤或損失均屬於本人／吾等／本公司，而本人／吾等／本公司須承擔有關風險；及
- 當出售、抵銷或償付此交易， 貴公司將有全權將交易施行貨幣以市場的兌換率為基礎兌換，並入帳到本人／吾等／本公司帳戶。

5.16. You may at any time, at your absolute discretion, impose a trading limit on the Transactions, which shall be subject to alteration from time to time.

貴公司有絕對酌情權對本人／吾等／本公司的交易設定置持倉限額，及對該限額作出不時之修改。

5.17. If services are to be provided to me/us in relation to derivative products, including Futures Contract or Options, (i) a statement that you shall provide to me/us upon request product specifications and any prospectus or other offering document covering such products; and (ii) a full explanation of margin procedures and the circumstances under which my/our positions may be closed without my/our consent. I/We should make the necessary enquiries and be fully aware of the product specifications for each derivative product before placing such orders.

貴公司會向本人／吾等／本公司提供有關衍生產品(包括期貨合約或期權)的服務，應載有：

（ⅰ）一項聲明，表示 貴公司應按照本人／吾等／本公司要求提供有關該產品的規格或章程或其他要約文件；及（ii）詳細解釋收取保證金的程序及在什麼情況下 貴公司可無需本人／吾等／本公司同意而將本人／吾等／本公司的持倉出售或開倉。在落盤前，本人／吾等／本公司須對每類衍生產品作出所須查詢及完全明瞭其規格或章程或其他要約文件。

5.18. I/We hereby confirm that I/we have read and understood the following options information before placing such options orders.

Contract information

Strike price; Expiry Day; Underlying commodity; options type; buy or sell order; opening or closing trade; current quoted price; and order type.

Underlying Commodity

Method of delivery or cash settlement process; contract size; and calculation of settlement prices.

Exercise procedures

American or European style exercise.

Premium

Calculation of contract value; payment of premium.

Margin

Approximate my/our margin requirements; variation adjustment payments; collateral that may be lodged as margin; and payment details.

Transaction cost

Minimum commissions; Exchange and Clearing House fees; Exercise fees; and other applicable levies.

在期權合約落盤前，本人／吾等／本公司現確認本人／吾等／本公司已閱讀及明白以下期權資料:

合約資料

行使價;到期日;相關商品;期權種類;買盤或賣盤;未完結交易或完結交易;最新公佈價;及落盤種類。

相關商品

交收方法或現金結算程序;合約金額;結算價格或開倉價格之計算方法。

行使程序

美式期權或歐式期權行使方法。

溢價

計算合約值;繳交溢價。

保證金

本人／吾等／本公司所須之保證金額;變價調整額;可用作抵押的資產;及支付方式。

交易成本

最低佣金;交易所及結算所收費;行使收費;及其他適用之徵費。

6. INTERNET TRADING 網上交易

6.1. I/We consent to use the Internet for on-line trading and as a medium of communication with you and to transmit or receive information, data and documentation to me/us. I/We understand that on-line trading and services is the principal mean to place orders or instructions to you or for communication purpose. Furthermore, I/We may use any other available means of

communication e.g. telephone calls.

本人／吾等／本公司同意使用互聯網作為網上交易及網上通訊，轉遞資訊、數據及文件給本人／吾等／本公司的媒體。本人／吾等／本公司明白網上交易及服務為主要交易或通訊媒體，但　本人／吾等／本公司仍可使用其他可行的聯繫方法，如電話。

6.2. I/We acknowledge that information concerning the use, operation, policy and procedures of the Internet and the Account applicable at all times has been made available to me/us, and understand the terms of which may be amended from time to time and which shall be binding on me/us in respect of my/our use of the Internet and the Account. In the event of inconsistencies between the terms of this Agreement and the information, the terms of this Agreement shall prevail.

本人／吾等／本公司承認有關於互聯網服務及帳戶的使用、營運、政策及程序的資料已於網址供本人／吾等／本公司取得，而本人／吾等／本公司已閱讀及明白其條款可能不時被修改，而本人／吾等／本公司使用互聯服務及帳戶則該等條款被視為對本人／吾等／本公司具有約束　力。倘本協議的條款與該等資料出現任何歧異之處，應以本協議的條款為準。

6.3. I/We agree to use the Internet service only in accordance with the terms of this Agreement and the terms of your website (http://www.e-capital.com.hk).

本人／吾等／本公司同意只根據本協議的條款及　　貴公司的網站規定使用網上服務(http://www.e-capital.com.hk)。

6.4. I/We will be the only authorized user of the Internet service, and acknowledge that the service may require me/us to use various identification and access codes, including a password, personal identification number and other identification to access the service and my/our Account and then I/we will be responsible for the confidentiality and proper use at all times of my/our password, personal identification number, user identification and account number for all transactions initiated through the service.

本人／吾等／本公司為網上服務的唯一獲授權用戶，並承認該服務可能需要本人／吾等／本公司使用各種識別及存取代碼，包括密碼、私人識別碼及其他用戶識別號碼，以取用該服務及本人／吾等／本公司的帳戶。而本人／吾等／本公司對本人／吾等／本公司就所有透過該服務而產生的交易之密碼、私人識別碼、用戶識別及帳戶號碼的保密及恰當使用於任何時間都會負全責及負責所有透過該服務而產生的交易。

6.5. Any orders communicated to you through the Internet will be considered to have been sent by me/us. I/We agree to notify you immediately if I/we:

- do not receive any confirmation (whether by hard copy, electronic or verbal means) that an order communicated by me/us through the service has been received or executed; or
- receive a written confirmation of an order or its execution which is not accurate or which I/we did not place.

任何透過互聯網服務傳達給　貴公司的指令將會被當作由本人／吾等／本公司發出。本人／吾等／本公司同意即時通知 貴公司，本人／吾等／本公司：

- 就任何由本人／吾等／本公司透過該服務落盤但其後並無接獲有關其被收到或被執行的任何確認（不論是以複印文本、電子或口頭方式）；
- 接獲有關指令或其被執行之書面確認但發覺有不正確之處，或接獲本人／吾等／本公司並無發出指令之交易的書面確認。

6.6. I/We agree to notify you immediately of my/our becoming aware of any loss, theft or unauthorized use of my/our password, personal identification number and other user identification, Account or account number, or any unauthorized use of the Internet or any of the market information or data provided.

本人／吾等／本公司同意於本人／吾等／本公司知悉出現任何損失、盜竊或未獲授權使用本人／吾等／本公司的密碼、私人識別碼及其他用戶識別、帳戶或帳戶號碼，或任何未獲授權

使用　網上服務或以之提供任何市場資訊或數據時，即時通知 貴公司。

6.7. I/We acknowledge that any information and data (including news and real time quotes) provided through the Internet has been obtained from the Exchanges, markets and other third party service providers appointed by you from time to time and who may or may not be related to you.

I/We further acknowledge and accept that:

- such information and data are or may be protected by copyright laws, and are provided for my/our personal non-commercial use only, and I/we may not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of you, the Exchanges or service providers; and
- such information and data are received by you from sources that are believed to be reliable, however the accuracy, adequacy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by you, the Exchanges or service providers.

本人／吾等／本公司承認任何透過網上服務或另行以電話、電子或其他方式提供的任何資料及數據（包括新聞及實時報價）乃是 貴公司從交易所、交易市場及 貴公司不時委聘的可能與貴公司有關連或沒有關連的其他第三者服務提供者所取得。

本人／吾等／本公司進一步承認及接受：

- 該等資料及數據受或可能受版權法律的保護，並提供給本人／吾等／本公司只是作私人及非商業性的用途。本人／吾等／本公司不可以在未經 貴公司、交易所或服務提供者的准許下使用、再製造、再傳遞、發放、出售、分佈、出版、轉播、散佈或作其他商業用途； 及

- 該等資料及數據乃由 貴公司從相信是可靠的來源所獲取而來， 貴公司、交易所或服務提供者並不擔保任何該等資料及數據的準確性、足夠性、完整性、即時性及先後次序。

6.8. I/We acknowledge and agree that neither you nor any of the service providers will be liable to me/us for any reliance by me/us on any of the information or data provided through the Internet, nor for the availability, accuracy, completeness or timeliness of such information or data nor for any actions taken or decisions made by me/us in reliance of such information or data.

本人／吾等／本公司承認同意不論 貴公司或任何服務提供者均不會就本人／吾等／本公司倚賴任何該等透過互聯網服務提供的資料或數據，或該等資料或數據的可用性、準確性、完整性或即時性，或本人／吾等／本公司依賴該資料或數據而採取的行動或作出的決定而對本人／吾等／本公司負責。

6.9. I/We acknowledge that all proprietary and copyright and other intellectual property rights in or subsisting in the Internet are your exclusive property or of the relevant service providers, and agree and undertake that I/we shall not at any time attempt to, temper with, modify, or otherwise alter in any way, or otherwise access or attempt to gain access to any part of the Internet other than as authorized under this Agreement. I/We further undertake to notify you immediately if I/we become aware that any of such unauthorized use or access to the Internet service by any other person.

本人／吾等／本公司承認網上服務的一切所有權及版權及其他知識版權均為 貴公司專屬的資產或是屬於有關服務提供者的，並同意及承諾除本協議所授權外，本人／吾等／本公司不得於任何時間企圖竄改、變更、或另行以任何形式更改，或另行取用或企圖得到取用互聯網服務任何部份。本人／吾等／本公司更承諾倘知悉出現任何其他人士的任何該等不獲授權的使用或取用互聯網服務時，即時通知 貴公司。

6.10. I/We agree to pay all subscription, service and use fees, if any, that you may charge from time to time for the use of the Internet service.

本人／吾等／本公司同意支付一切 貴公司可不時就使用網上服務而收取的申領、服務及使用費。

6.11. Notwithstanding any provision of this Agreement, you shall have the right exercisable at your discretion at any time to terminate, without any liability of me/us, my/our access to the Internet

service or to any information or data from any service provider or any part of it, without notice and without limitation, for any reason whatsoever, including any unauthorized use by me/us of the service and/or any of the information or data, or any password, personal identification number and other user identification or Account number.

儘管本協議的任何規定， 貴公司有絕對酌情權於任何時間在毋須任何通知及無任何規限下，不論因任何原因，包括本人／吾等／本公司任何未獲授權的使用該等服務及／或任何資料或數據或任何密碼、私人識別碼及其他用戶識別或帳戶號碼，終止本人／吾等／本公司取用網上服務或從任何服務提供者處取用任何資料或數據或其任何部份之權利，而毋須對本人／吾等／本公司負責。

6.12. I/We will be responsible to you and indemnify you on demand against any and all claims, demands, actions, losses, damages, costs (including legal costs on full indemnity basis) and expenses resulting from any unauthorized use by me/us on the Internet and/or any of the information or data.

本人／吾等／本公司將負擔 貴公司及於被要求時償付 貴公司任何及一切因本人／吾等／ 本公司之任何未獲授權而使用網上服務及／或任何資料或數據而引起的索償、索求、訴訟、損失、損害賠償、費用（包括以完全補償基準計算的訴訟費及開支）及支出。

7. MARGIN CALLS 催繳保證金

7.1. I/We acknowledge that you may make a margin call and demands for variation adjustment, either orally or in writing, and specify therein the period within which such margin call and demands for variation adjustment must be met and I/we hereby agree and undertake to pay or provide to you such sums upon demand by you.

本人／吾等／本公司確認 貴公司可能會以口頭或書面形成，發出催繳保證金通知及有關繳付變價調整要求的期限，而本人／吾等／本公司亦同意並承諾必須在要求的期限內，履行有關之要求。

7.2. I/We acknowledge that you may require more margin or variation adjustment than that specified by the Exchange and/or Clearing House and I/we further agree and undertake to provide you with such additional margin and variation adjustment as may be required by you from time to time.

本人／吾等／本公司確認 貴公司可以要求本人／吾等／本公司繳交較交易所及／或結算所

訂明的水開為高的保證金及變價調整，而本人／吾等／本公司亦進一步同意並承諾必須在要求的期限內，履行有關之要求。

7.3. I/We acknowledge that you have the right at your discretion without notice me/us to Close Out Open Positions in respect of which any margin calls and demands of variation adjustment are not met in accordance with Clause 6.1 and 6.2 above.

本人／吾等／本公司確認 貴公司有權而毋須通知本人／吾等／本公司，當本人／吾等／本公司未能在以上第 6.1 及 6.2 條所訂明的限期之前繳交催繳保證金及變價調整要求，或未能在作出該等催繳保證金通知或變價調整，將未開倉合約開倉。

7.4. I/We acknowledge that you may be required to report to the HKFE and the SFC particulars of all Open Positions in respect of which two successive margin calls and demands for variation adjustments are not met in accordance with Clause 6.1 and 6.2 above.

本人／吾等／本公司確認，如果連續兩次未能按照以上第 6.1 及 6.2 條所述，就未開倉合約繳付催繳的保證金及變價調整要求， 貴公司可能需要就所有未開倉合約的詳情向期交所及證監會匯報。

7.5. Any delay or failure by you to make a margin call and demand for variation adjustment shall not constitute a waiver of your right to do so at any time hereafter, nor shall it create any liability of you to me/us.

任何 貴公司未有或延遲作出的催繳保證金通知及變價調整的要求，並不構成對該等權利的放棄，亦不導致 貴公司對本人／吾等／本公司產生任何責任。

7.6. Where any security is deposited with you as margin to secure the obligations of me/us hereunder, you shall have the right to transfer all or any part of the margin to any account of an Exchange, Clearing House or broker without notice to me/us to satisfy any margin or other requirements of the Exchange, Clearing House or broker.

對任何存放於 貴公司作為保證本人／吾等／本公司在本協議下責任的保證金或抵押品， 貴公司有權在毋須通知本人／吾等／本公司之情況下將全部或部份保證金或抵押品轉讓給任何交易所、結算所或經紀的任何帳戶以滿足該交易所、結算所或經紀的保證金或其他要求。

8. DELIVERY AND SETTLEMENT 交收及結算

8.1. I/We shall, forthwith upon request by you, supply in relation to any Futures Contact and Options Contract entered into by you on my/our behalf such information in relation to the delivery or settlement or exercise (as the case may be) of any such contract which has not been closed out or exercised (as the case may be).

本人／吾等／本公司在 貴公司的要求後，須即時就任何 貴公司以本人／吾等／本公司身份訂立的期貨合約和期權合約提供有關該等尚未開倉或行使(視乎情況而定)合約之交收或結算或行使(視乎情況而定)資料。

8.2. Every Futures Contract or Options Contract entered into by you on behalf of me/us is made on the understanding that I/we may require actual performance thereof and to make settlement of such contract by making or taking (as the case may be) physical delivery of the underlying commodity unless I/we give timely instructions to you to liquidate the Open Positions to avoid physical delivery.

每一張由 貴公司代本人／吾等／本公司訂立之期貨合約或期權合約，乃基於本人／吾等／本公司可能要求執行有關交易及需要進行有關商品之實際交付或提取(視乎情況而定)，除非本人／吾等／本公司及時給予 貴公司開倉指示以避免實際交收。

8.3. In respect of Open Position maturing in current month, I/we shall, at least 5 Business Days prior to the first notice day in the case of long positions and at least 5 Business Days prior to the last trading day in the case of short positions, either giving instructions to you to liquidate the same or deliver to you all monies, financial instruments, documents and other property deliverable by me/us under such contracts in order to enable due settlement of such contracts by you in accordance with the Trading Rules or the Clearing House Rules

otherwise you may without notice either liquidate or Close Out the relevant contracts or make or receive delivery on behalf of me/us upon such terms and in such manner as you may deem fit.

有關當月到期之未開倉合約，如屬長倉者，本人／吾等／本公司即須於第一通知日前 5 個營業日；如屬空倉者，即須於最後交易日前 5 個營業日；指示 貴公司作出開倉，或交予 貴公司根據該等合約時所需之所有款項、財務票據、文件及其他財產，以便 貴公司能夠根據交易規則或結算所規則辦理交收手續，否則 貴公司可毋須事前發出通知，執行依照其認為適合之辦法及條款代本人／吾等／本公司辦理將有關合約開倉、結算或交收手續。

8.4. I/We shall indemnify you on demand against all costs, claims, penalties, fines, taxes, damages and expenses incurred by you as a result of action taken by you in connection with any delivery, exercise or settlement effected pursuant to Clause 7.3 above.

本人／吾等／本公司須在被要求時補償 貴公司在根據以上第 7.3 條所進行任何交付、行使或開倉之有關行動所產生之費用、索償、罰款、稅項、賠償及支出。

8.5. To exercise an options pursuant to an Options Contract effected for the Account, I/we shall (subject to the rules and regulations of the relevant Exchange on which the Options Contract is traded or entered into) deliver to you a notice of exercise no later than such time limit as may be specified by you from time to time before the cut-off date for the tender of exercise instructions prescribed by the writer of the Options Contract or the relevant Exchange or

Clearing House (whichever prescribes the earliest cut-off date). Such notice shall only be considered valid when accompanied:

- in the case of a Put Options, with the underlying commodity or document(s) of title needed for making delivery if required by the relevant Options Contract; or
- in the case of a Call Options, with sufficient immediately available funds to take delivery of the commodity.

如欲根據為帳戶訂立的期權合約行使期權合約，本人／吾等／本公司須(在遵守買賣或訂立期權合約的有關交易所的規則和規例的前提下)在期權合約的賣家或有關的交易所或結算所(不論誰規定最早截止日期)所規定的遞交行使指示的截止日期前或 貴公司不時指定的期限前向貴公司遞交行使通知。該等通知必須附上下例所述方為有效：

–在認沽期權合約而言，若有關的期權合約有所規定，交付所需的有關商品或業權文件;或

–在認購期權合約而言，提取商品所需的足夠現金。

8.6. Unless specifically instructed by me/us and subject to the terms of this Agreement, you shall have no responsibility whatsoever to tender any exercise instruction on my/our behalf whether on or before the relevant cut-off date.

在遵守本協議條文之大前提下，除非本人／吾等／本公司特定指示， 貴公司並無任何責任在有關截止日期或之前，代表本人／吾等／本公司遞交任何指示。

8.7. I/We acknowledge that exercise or delivery of assignment notice (where applicable) are allocated by the relevant Clearing House from time to time. You will allocate such notices on a fair and reasonable basis and shall not be responsible for any delay with respect to the assignment by the Clearing House or the receipt by you of such notices. I/We confirm that I/we accept an allocation on that basis.

本人／吾等／本公司確認行使或交付通知(若適合的話)乃由有關結算所不時分配。 貴公司將按照公開和合理原則，分配該等通知給本人／吾等／本公司及毋須對有關結算所延誤發出分配通知或 貴公司延誤接收該等通知承擔責任。本人／吾等／本公司同意接受上述分配原則。

9. SEGREGATION OF FUNDS 獨立帳戶

9.1. All monies, approved debt securities or approved securities and other property received by you from me/us or from any other person (including the Clearing House) for the Account of me/us shall be held by you as trustee and segregated from your own assets. These assets so held by you shall not form part of your assets for insolvency or winding up purposes but

shall be returned to me/us promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of your business or assets.

貴公司為本人／吾等／本公司的帳戶而從本人／吾等／本公司或任何其他人士（包括結算所）所收取的全部款項及其他財物，均須由 貴公司以受託人身分持有，並與 貴公司本身的資產 分開。由 貴公司以上述方式持有的所有資產不得在 貴公司無力償債或清盤時，構成 貴公司資產的一部分，並須在 貴公司所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁 有類似職能的高級人員後，立即歸還予本人／吾等／本公司。

9.2. I/We acknowledge that in respect of your account maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of Futures Contract and Options Contract transacted on my/our behalf and whether or not monies, approved debt securities or approved securities paid or deposited by me/us has been paid to or deposited with the Clearing House, as between you and the Clearing House, you deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of me/us and monies, approved debt securities and approved securities paid to or deposited with the Clearing House are thereby freed from the trust set out in Clause 8.1 above.

本人／吾等／本公司確認就 貴公司在結算所開立的任何帳戶而言，不論該帳戶是全部或部分因代表本人／吾等／本公司進行期貨及期權買賣而開立的，以及不論本人／吾等／本公司所

支付或存放的款項、核准債務證券或核准證券是否已支付予或存放於結算所，該帳戶屬 貴公司與結算所之間的帳戶， 貴公司以主事人身分操作該帳戶，因此該帳戶並不存在以本人／吾等／本公司為受益人的信託或其他衡開法權益，而支付予或存放於結算所的款項、核准債務證券及核准證券亦不受以上第 8.1 條所提述的信託所制約。

9.3. I/We acknowledge that any monies, approved debt securities or approved securities received by you from me/us or from any other person (including the Clearing House) are held in the manners specified under Paragraph 7 to 12 of the Schedule 4 of the SFC Code of Conduct.

本人／吾等／本公司確認 貴公司從本人／吾等／本公司或任何其他人(包括結算所）收取的任何款項、核准債務證券或核准證券，均須根據證監會操守準則附表 4 第 7 至 12 段所訂明的方式。

9.4. I/We authorize that you may apply any such monies, approved debt securities or approved securities in the manner specified under Paragraph 14 to 15 of the Schedule 4 of the SFC Code of Conduct and may apply such monies, approved debt securities or approved securities in or towards meeting your obligations to any party insofar as such obligations arise in connection with or incidental to Futures Contact and Options Contract transacted on my/our behalf.

本人／吾等／本公司現授權 貴公司可按照證監會操守準則附表 4 第 14 至 15 段所訂明的方式， 運用任何該等款項、核准債務證券或核准證券。 貴公司尤其可運用該等款項、核准債務證券或核准證券以履行其對任何人士的責任，但該等責任必須是在與其代表本人／吾等／本公司進 行期貨及期權買賣有關的情況下或附帶於有關買賣而產生的。

9.5. I/We agree to pay interest on all margins not paid or any amount advanced to me/us (including arising after a judgement debt is obtained against me/us) at such rate and on such other terms as you have notified me/us from time to time.

本人／吾等／本公司現同意就逾期保證金或任何未付款項（包括對本人／吾等／本公司裁定的欠付債務所引起的利息），按 貴公司不時通知本人／吾等／本公司的利率及其他條款支付利息。

9.6. I/We agree that you will be entitled to receive for your own account benefit all sum derived by way of interest in any trust account. I/We expressly waive any or all rights, claim and entitlement to such interest.

本人／吾等／本公司現同意 貴公司有權為本身利益收取任何在信託帳戶所產生之全部利息數額，本人／吾等／本公司現明確地放棄在該利息數額上任何或全部權利、索償及享有權。

9.7. I/We expressly authorize you to accept and act to (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile, telex means regarding payment

or transfer of fund from my/our Account to my/our bank account stated in the Customer Information Statement upon my/our payment or transfer instruction.

本人／吾等／本公司謹此授權 貴公司接納及進行（ 貴公司毋須強迫行事）任何指示無論口頭或書面經電話、傳真、電傳有關提款或轉帳款項，由本人／吾等／本公司在 貴公司之帳戶轉帳或提款至本人／吾等／本公司在客戶資料表格中的指定銀行帳戶。

10. RISK DISCLOSURE STATEMENT 風險披露聲明

10.1. RISK OF TRADING FUTURES AND OPTIONS

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.

期貨及期權交易的風險

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／本公司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／本公司設定了備用指示，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／ 本公司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／本公司的未開倉合約可能會被開倉。然而，本人／吾等／本公司仍然要對本人／ 吾等／本公司的帳戶內任何因此而出現的短欠數額負責。因此，本人／吾等／本公司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／本公司。如果本人／吾等／本公司買賣期權，便應熟悉行使期權及期權到期時的程序，以及本人／吾等／本公司在行使期權及期權到期時的權利與責任。

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

Client assets received or held by you outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO (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.

在香港以外地方收取或持有的客戶資產的風險

貴公司在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《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。

10.3. ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

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 am/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.

關於期貨及期權買賣的額外風險披露

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／本公司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／ 本公司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／ 本公司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。

10.3.1. FUTURES 期貨

A. Effect of “Leverage” or “Gearing”』

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 me/us 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.

「槓桿」效應

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／本公司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／本公司來說，這種槓桿作用可說是利弊參半。因此本人／吾等／本公司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／本公司所持倉盤或保證金水開提高，本人／吾等／本公司會遭追收保證金，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／本公司未有在指定時間內繳付額外的資金，本人／吾等／本公司可能會被迫在虧蝕情況下開倉，而所有因此出現的短欠數額一概由本人／吾等／本公司承擔。

B. Risk-Reducing Orders or Strategies

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.

減低風險交易指示或投資策略

即使本人／吾等／本公司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。

10.3.2. OPTIONS 期權

C. Variable Degree of Risk

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 am/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.

不同風險程度

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／本公司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／本公司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／本公司擬購入極價外期權， 應注意本人／吾等／本公司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。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

10.4. ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

期貨及期權的其他常見風險

A. Terms and Conditions of Contracts

I/We should ask the firm with which I/we deal about the terms and conditions of the specific Securities or derivatives products, including Futures or Options, which I am/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.

合約的條款及細則

本人／吾等／本公司應向替本人／吾等／本公司進行交易的商號查詢所買賣的有關證券或衍生產品(包括期貨或期權合約)的條款及細則，以及有關責任(例如在什麼情況下本人

／吾等／本公司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)。交易所或結算所在某些情況下，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。

B. Suspension or Restriction of Trading and Pricing Relationships

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".

暫停或限制交易及價格關係

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開掉／抵銷倉盤。如果本人／吾等／本公司賣出期權後遇到這種情況，本人／吾等／本公司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「公開價格」。

C. Deposited Cash and Property

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.

存放的現金及財產

如果本人／吾等／本公司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／本公司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／　本公司的財產將會如現金般按比例分配予本人／吾等／本公司。

D. Commission and Other Charges

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.

佣金及其他收費

在開始交易之前，本人／吾等／本公司先要清楚瞭解本人／吾等／本公司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／本公司可獲得的淨利潤(如　有)或增加本人／吾等／本公司的虧損。

E. Transactions in Other Jurisdiction

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose me/us 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 regulatory 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.

在其他司法管轄區進行交易

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／本公司應先行查明有關本人／吾等／本公司將進行的該項交易的所有規則。本人／吾等／本公司本身所在地的監管機構，將不能迫使本人／吾等／本公司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／本公司應先向有關商號查詢本人／吾等／本公司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。

F. Currency Risks

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.

貨幣風險

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／本公司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。

G. Trading Facilities

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.

交易設施

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／本公司就此所能獲得的賠償或會受制於系統供應商、市場、結算所及／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／本公司應向為本人／吾等／本公司進行交易的商號查詢這方面的詳情。

H. Electronic Trading

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.

電子交易

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／本公司透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致本人／吾等／本公司的交易指示不能根據指示執行，甚或完全不獲執行。

I. Risk on Instructions by Facsimile

I/We should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimile may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach to you and may

thereby become known to third parties thus losing their confidential nature. You have no responsible for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by facsimile.

傳真指示的風險

本人／吾等／本公司已考慮傳真指示可能產生的風險，例如傳真簽署可能被偽造及指示可能傳送至錯誤號碼，以至未能送達 貴公司及第三者可能由此知道機密資料， 貴公司毋須就此傳真事故、事務、索償、虧損及訟費負上任何責任。

J. Risk on Instructions by Other Electronic Means

I/We should consider the possible risks inherent in the giving of instructions by other electronic means. You have no responsible for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by other electronic means.

以其他電子方式發出指示的風險

本人／吾等／本公司已考慮以其他電子方式發出指示可能產生的風險，貴公司毋須就此事故、事務、索償、虧損及訟費負上任何責任。

K. Off-Exchange Transactions

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. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these Transactions may involve increased risks. Off-Exchange transactions may be less regulated or subject to a separate regulatory regime. Before I/we undertake such Transactions, I/we should familiarise myself/ourselves with applicable rules and attendant risks.

場外交易

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／本公司進行交易的商號可能是本人／吾等／本公司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開掉既有倉盤、評估價值、釐定公開價格又或評估風險。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／本公司在進行該等交易前，應先瞭解適用的規則和有關的風險。

11. DISCLAIMER 免責聲明

11.1. The following disclaimers are delivered pursuant to the relevant provisions of the regulations for trading Futures and Options Contracts issued by the HKFE.

根據由期交所發出有關期貨合約交易及期權合約的規例的有關條文發表的免責聲明。

11.1.1. Disclaimer in relation to trading of stock index futures contracts

Hang Seng Indexes Company Limited ("HSIL") currently publishes, compiles and computes a number of stock indexes and may publish, compile and compute such additional stock indexes at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indexes"). The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the Exchange by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on any of the Hang Seng Indexes respectively (collectively, "Futures Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indexes and

any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice and the Exchange may at any time require that trading in and settlement of such of the Futures Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indexes to be calculated. Neither the Exchange nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSIL in respect of the use of the Hang Seng Indexes or any of them for the purposes of and in connection with the Futures 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 HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant or any third party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant or any third party against the Exchange and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant or any third party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSIL. For the avoidance of doubt, this disclaimer does not create any contractual or quasicontractual relationship between any participant or third party and HSIL and/or HSDS and must not be construed to have created such relationship.

有關買賣股票指數期貨的免責聲明

恒生指數有限公司（Hang Seng Indexes Company Limited）（"HSIL"）現時公布、編纂及計算一系列的股票指數及可能不時應恒生資訊服務有限公司（Hang Seng Data Services Limited)（"HSDS"）公布、編纂及計算其他股票指數（統稱"恒生股票指數"）。各恒生股票指數的商標、名稱及編纂及計算程序均屬 HSDS 獨家及全權擁有。HSIL 經已許可香港期貨交易所有限公司（Hong Kong Futures Exchange Limited）（"交易所"）使用恒生股票指數作推出、推廣及買賣以任何恒生股票指數為根據的期貨合約（統稱"期貨合約"）及有關用途但不能用作其他用途。HSIL 有權隨時及無須作出通知更改及修改編纂及計算任何恒生股票指數的程序及依據及任何有關的程式、成份股及因素。交易所亦有權隨時要求任何期貨合約以一隻或多

隻替代指數交易及結算。交易所、HSDS 及 HSIL 均未有向任何交易所會員或任何第三者保證、表示或擔保所有或任何恒生股票指數、其編纂及計算或任何有關資料的準確性及完整性，亦未有就所有或任何恒生股票指數作出任何其他性質的保證、表示或擔保，任何人士亦不能暗示或視該等保證、表示或擔保已獲作出。交易所、HSDS 及 HSIL 均不會及無須就使用所有或任何恒生股票指數作有關所有或任何期貨合約的交易或其他用途、或 HSIL 編纂及計算所有或任何恒生股票指數時出現的任何錯漏、錯誤、阻延、中斷、暫停、改變或失敗(包括但不限於因疏忽引致的）、或交易所會員或任何第三者可能因期貨合約的交易直接或間接引致的任何經濟或其他損失負責。任何交易所會員或第三者均不能就本聲明內所指的任何事項引起或有關的問題向交易所及／或 HSDS 及／或 HSIL 提出要求、訴訟或法律程序。任何交易所會員或第三者作出期貨合約交易時均完全明瞭本聲明並不能對交易所，HSDS 及／或 HSIL 有任何依賴。為免生疑問，本免責聲明並不會於任何交易所會員或第三者與 HSIL 及／HSDS 之間構成任何合約或準合約關係，而亦不應視作已構成該等合約關係。

11.1.2. Disclaimer in relation to trading of stock index option contracts

Hang Seng Indexes Company Limited ("HSIL") currently publishes, compiles and

computes a number of stock indexes and may publish, compile and compute such additional stock indexes at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indexes"). The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the Exchange by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on any of the Hang Seng Indexes respectively (collectively, the "Option Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice and the Exchange may at any time require that trading in and settlement of such of the Option Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indexes to be calculated. Neither the Exchange nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSIL in respect of the use of the Hang Seng Indexes or any of them for the purposes of and in connection with the Option 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 HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant or any third party against the Exchange and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant or any third party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSIL. For the avoidance of doubt, this disclaimer does not create any contractual or quasicontractual relationship between any participant or third party and HSIL and/or HSDS and must not be construed to have created such relationship.

有關買賣股票指數期權的免責聲明

恒生指數有限公司（Hang Seng Indexes Company Limited）（"HSIL"）現時公布、編纂及計算一系列的股票指數及可能不時應恒生資訊服務有限公司（Hang Seng Data Services Limited)（"HSDS"）公布、編纂及計算其他股票指數（統稱"恒生股票指數"）。各恒生股票指數的商標、名稱及編纂及計算程序均屬HSDS獨家及全權擁有。HSIL經已許可香港期貨交易所有限公司（Hong Kong Futures Exchange Limited）（"交易所"）使用恒生股票指數作推出、推廣及買賣以任何恒生股票指數為根據的期權合約（統稱"期權合約"）及有關用途但不能用作其他用途。HSIL有權隨時及無須作出通知更改及修改編纂及計算任何恒生股票指數的程序及依據及任何有關的程式、成份股及因素。交易所亦有權隨時要求任何期權合約以一隻或多隻替代指數交易及結算。交易所、HSDS及HSIL均未有向任何交易所會員或任何第三者保證、表示或擔保所有或任何恒生股票指數、其編纂及計算或任何有關資料的準確性及完整性，亦未有就所有或任何恒生股票指數作出任何其他性質的保證、表示或擔保，任何人士亦不能暗示或視該等保證、表示或擔保已獲作出。交易所、HSDS及HSIL均不會及無須就使用所有或任何恒生股票指數作有關所有或任何期權合約的交易或其他用途、或HSIL編纂及計算所有或任何恒生股票指數時出現的任何錯漏、錯誤、阻延、中斷、暫停、改變或失敗(包括但不限於因疏忽引致的）、或交易所會員或任何第三者可能因期權合約的交易直接或間接引致的任何經濟或其他損失負責。任何交易所會員或第三者均不能就本聲明內所指的任何事項引起或有關的問題向交易所及／或HSDS及／

或 HSIL 提出要求、訴訟或法律程序。任何交易所會員或第三者作出期權合約交易時均完全明瞭本聲明並不能對交易所，HSDS 及／或 HSIL 有任何依賴。為免生疑問，本免責聲明並不會於任何交易所會員或第三者與 HSIL 及／HSDS 之間構成任何合約或準合約關係，而亦不應視作已構成該等合約關係。

11.1.3. HKFE

Stock indices and other proprietary products upon which contracts traded on Hong Kong Futures Exchange Limited (the "HKFE") may be based and may from time to time be developed by the HKFE. The HKFE Taiwan Index is the first of such stock indices developed by the HKFE. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the HKFE (the "HKFE Indices") are the property of the HKFE. The process of compilation and computation of each of the HKFE Indices is and will be the exclusive property of and proprietary to the HKFE. The process and basis of compilation and computation of the HKFE 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 HKFE 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 Exchange Participant or any third party the accuracy or completeness of any of the HKFE Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the HKFE 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 HKFE Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited tothose resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the HKFE Indices in the compilation and computation of any of the HKFE Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with futures or options contracts based on any of the HKFE Indices. No claim, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party engages in transactions in futures and options contracts based on any of the HKFE Indices in full knowledge of this disclaimer and can place no reliance on the HKFE in

respect of such transaction.

期交所

香港期貨交易所有限公司(“期交所”）交易合約為基礎的股票指數及其他所有產品,期交所可以其為依據而不時發展，期交所台灣指數是交易所發展為第一隻指數， 期交所不時發展產品如期交所台灣指數及其他該類指數或其他所有產品(“期交所 指數”） 為交易所之財產，每一期交所指數之編製處理及計算是交易所的專有財產 及所有，編製處理及基準及期交所指數之計算可不時修改或更改而毋須通知，期 交所不時指定期貨合約或期權合約之交易及結算是依據任何期交所指數或期交所 按候補指數計算為參考作為指定處理方式，期交所對參與者或任何第三者不作出 保證、聲明或擔保就任何期交所指數之準確或完整或編製及計算或任何涉及資料，期交所不作任何聲明、保證或擔保有關任何期交所指數之發出或默示，另外，期 交所沒有責任就期交所或任何人士或期交所委任人士編製及計算之任何期交所指 數之任何錯誤、錯漏、延遲、打斷、暫停、改變或不成功(包括不限於疏忽）而引 致任何參與者或任何第三者交易期貨合約或期權合約招致經濟上損失或其他損失。參照此免責聲明而引用在相關事宜，參與者或任何第三者不得就此向期交所提出 索償行動或法律訴訟，任何會員或任何第三者從事期交所指數期貨合約及期權合 約交易須對此免責聲明有全面知悉及不可放置信任在期交所

關乎此交易。

12. PERSONAL DATA 個人資料

12.1. I/We acknowledge that you are subject to the provision of the Personal Data (Privacy) Ordinance and the Personal Data (Privacy) (Amendment) Ordinance 2012 (Cap 486), which regulates your use of personal data concerning me/us. I/We confirm that the information set out in the Customer Information Statement is complete, true and correct. I/We undertake to promptly inform you in writing of any changes to that information. You are also authorized at any time to conduct credit enquiries on me/us and to verify the information provided with and including my/our bankers, brokers and any credit agency.

本人／吾等／本公司確認 貴公司是根據《個人資料（私隱）條例》及《2012 個人資料（私隱）（修訂）條例》（第 486 章）監管下使用本人／吾等／本公司之有關資料。本人／吾等／本公司亦確認客戶資料表格所載資料均屬完整、真實及正確。倘該等資料有任何變更，本人／吾等／ 本公司將會迅速的以書面通知 貴公司。本人／吾等／本公司特此授權 貴公司於任何時間對本人／吾等／本公司的信用進行查詢，及與包括本人／吾等／本公司的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

12.2. You will keep information in relation to the Account confidential, but may provide any such information to the relevant Exchange, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or your Group.

貴公司將會對本人／吾等／本公司帳戶的有關資料予以保密，但 貴公司可以根據任何適用的法律、規例或應 貴集團要求，將該等資料提供予有關交易所、證監會及任何其他監管機構。

12.3. The purpose for which data relating to me/us may be used are as follow:

(i) opening, administering and continuation of my/our Account;

(ii) the daily operation of the loan facilities provided to me/us;

(iii) making lending and credit analysis decision;

(iv) conducting credit checks and ensuring ongoing credit worthiness of me/us;

(v) determining the amount of indebtedness owed to or by me/us;

(vi) recovering of any monies owed from or liabilities incurred by me/us and those providing security for my/our obligations;

(vii) meeting the requirements, including the requirement to make disclosure, under of any law, rules or regulations binding on you or your Group; and/or

(viii) for purposes of relating or incidental thereto.

本人／吾等／本公司資料可能會用於以下各方面：

(i) 開立、處理及延續帳戶；

(ii) 向本人／吾等／本公司提供信貸金額的日常運作；

(iii) 信貸分析；

(iv) 信貸檢查及確證本人／吾等／本公司有良好信用；

(v) 確定 貴集團與本人／吾等／本公司相互間之債務；

(vi) 向本人／吾等／本公司或其擔保人追收欠款；

(vii) 根據 貴集團須遵守的條例而作出披露；及／或

(viii) 與上述有關的其他用途。

12.4. Data held by you or your Group relating to me/us will be kept confidential but you or your Group may provide, transfer, disclose or exchange such personal data to:

(i) any actual or proposed assignee of you or your Group or participant or sub-participant or transferee of your Group's rights in respect of me/us;

(ii) any legal, accounting or professional person, firm or body; and

(iii) any government, law enforcement or other regulatory authority, body or entity under any applicable law, rules or regulations.

貴公司或集團會把本人／吾等／本公司資料保密，但可能會將其資料提供予：

(i) 任何 貴公司或集團的實質或建議受讓人，或參與人或附屬參與人或 貴公司或集團對客戶權益的受讓人；

(ii) 任何律師、會計師及專業人士；及

(iii) 任何政府（包括所有海外的政府部門）、法庭及其他監管機構。

12.5. Use of Data in Direct Marketing

You or your Group intends to use the data about me/us in direct marketing and you or your Group requires the consent of me/us (which includes an indication of no objection) for that purpose. In this regard, please note the following:

(i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and statistics held by you or your Group may from time to time be used by you and your Group in direct marketing;

(ii) the following classes of services, products and subjects may be marketed:

(a) monetary related services and products;

(b) investment related services and products;

(iii) the above services, products and marketing subjects maybe provided or solicited by you or your Group and /or:

(a) any member of your Group;

(b) third party financial institutions, insurers, securities and investment services providers;

(iv) in addition to marketing the above services, products and subjects itself, you or your Group also intends to provide the data described in Section 11.5(i) above to all or any of the persons described in Section 11.5(iii) above for use by them in marketing those services, products and subjects, and you or your Group requires the written consent of me/us (which includes an indication of no objection) for that purpose;

(v) you or your Group may receive money or other property in return for providing the data to the other persons in Section 11.5(iv) above and, when requesting the consent of me/us or no objection as described in Section 11.5(iv) above, you or your Group will inform me/us if you or your Group will receive any money or other property in return for providing the data to the other persons;

(vi) I/We may, at any time, request you or your Group to cease using personal data of me/us for direct marketing purposes by writing to the Legal Compliance Department at the address provided in Section 11.7;

(vii) I/We understand that if I/we so request, any member of you or your Group is required to cease to use the data for such purpose without charge to me/us. In addition, to comply with all relevant laws, regulations, guidelines or guidance, you or your Group, while retaining such data, shall cease from using such data for direct marketing.

使用資料作直接促銷

貴公司或集團擬使用本人／吾等／本公司的資料作直接促銷及貴公司或集團須為此目的取得

本人／吾等／本公司同意（包括本人／吾等／本公司不反對之表示）。因此，請注意以下事項：

(i) 貴公司或集團持有之本人／吾等／本公司姓名、聯絡詳情、產品及服務組合資料、交易模式及行為、財務背景及統計資料可不時被用於直接促銷；

(ii) 下列類別為可用作直接促銷的服務、產品及標的：

(iii) 金融、財務相關服務和產品；

(iv) 投資相關服務和產品；

(v) 上述服務、產品及促銷標的可能由貴公司或集團及／或下列各方提供或徵求：

(vi) 貴集團之成員；

(vii) 第三方金融機構、承保人、證券以及投資服務供應商；

(viii) 除貴公司或集團直接促銷上述服務、產品及促銷標的以外，貴公司或集團亦擬將以上第11.5(i)項所述的資料提供予以上第 11.5(iii)項所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而貴公司或集團為此用途須獲得本人／吾等／本公司書面同意或同意確認(包括本人／吾等／本公司不反對之表示);

(ix) 貴公司或集團可能因為以上第 11.5(iv)項所述將資料提供予其他人士而獲得金錢或其他財產的回報。 如貴公司或集團因提供資料予其他人士而獲得任何金錢或其他財產的回報，貴公司或集團會於以上第 11.5(iv)項所述徵求本人／吾等／本公司之同意或不反對之表示 ；

(x) 本人／吾等／本公司可隨時向貴公司或集團要求停止使用個人資料於直接促銷活動， 有關要求可根據第 11.7 項所述的地址向貴公司法規部提出 ；

(xi) 本人／吾等／本公司明白，倘若本人／吾等／本公司提出要求停止使用該等資料作直接促銷活動之用途，則貴公司或集團或任何其他成員均須停止使用該等資料作該等用途，本人／吾等／本公司亦毋須支付任何費用。同時，為符合相關之法律、規定、守 則或指引，貴公司或集團雖停止使用該等資料作直接促銷活動之用途，但仍會保留該等資料。

12.6 I/We acknowledge that under and in accordance with the terms of the Personal Data (Privacy)Ordinance (Cap 486), I/we have the right to:

(i) check whether you hold data about me/us and the right of access to such data;

(ii) require you to correct any data relating to me/us which is inaccurate; and

(iii) ascertain your policies and practices in relation to data and to be informed of the kind of personal data held by you.

本人／吾等／本公司確認根據《個人資料（私隱）條例》（第 486 章），本人／吾等／本公司有權：

(i) 查問 貴公司是否持有本人／吾等／本公司的資料及有權索取該等資料；

(ii) 要求 貴公司更正有關本人／吾等／本公司不正確的資料；及

(iii) 知道 貴公司對資料的政策及實際上如何運用，及可獲知 貴公司持有本人／吾等本公司什麼資料。

12.7 In accordance with the terms of the Personal Data (Privacy) Ordinance (Cap 486), you have the right to charge a reasonable fee (except for the request mentioned in Section 11.5(vi)) for the processing of any data access request. I/We request for access to data or correction of data or for information regarding policies and practices and kinds of data held or are to be addressed to:

Compliance Department

CSC Futures (HK) Limited

3/F., 308 Central Des Voeux, 308 Des Voeux Road Central, Hong Kong

Email: hk_compliance_f@e-capital.com.hk

根據《個人資料（私隱）條例》（第 486 章）規定，貴公司對處理索取資料的要求(以上第 11.5(vi) 項所述之要求除外)有權收取合理費用。本人／吾等／本公司欲索取資料或改正資料或欲知道貴公司對資料的政策及實際上如何運用及持有什麼資料，可向下列部門查詢：

群益期貨(香港)有限公司 法遵部

香港上環德輔道中308號3樓

電郵：hk_compliance_f@e-capital.com.hk

13. GENERAL 一般條款

Any notice (other than any instructions relating to Transaction) given under this Agreement shall be in writing and may be delivered personally or sent by registered post or fax addressed to the party to which it is addressed, at the address set out in this Agreement and in the case of me/us, at the address set out in the Customer Information Statement or in both cases, at such other address as may have been notified in writing to the other party hereto.

按照本協議規定作出的任何通知書（有關交易指示除外），必須以書面形式，並以親身或掛號郵件或傳真方式送予收取通知的一方；倘為 貴公司，則送於本協議內之地址；倘為本人／吾等／本公司，則送於客戶資料表格上所載的地址；或任何由一方以書面通知另一方之其他地址。

13.1. Time shall be of the essence in relation to all matters arising under this Agreement.

有關在本協議上所產生的之任何事項上，時間將是要素。

13.2. You may at your discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to me/us a notice in writing setting out such amendment, deletion, substitution or addition which shall be deemed incorporated herein unless objected to in writing by me/us within 7 days from the date of such notice.

貴公司有酌情決定權在發出書面通知予本人／吾等／本公司列出該等修訂、刪減、取代或增訂的情況下，修訂、刪減或取代本協議任何的條款或增訂本協議之條款，該等修改將被視為已包含入本協議內，除非本人／吾等／本公司在該通知書發出 7 天內，以書面提出反對。

13.3. No provision of this Agreement shall operate or remove, exclude or restrict any rights of me/us or obligations of you under the law.

本協議中任何條款在運作上不會消除、排除及限制在法律之下本人／吾等／本公司之任何權利或 貴公司的任何責任。

13.4. The representations, warranties and undertakings in this Agreement shall be deemed to be repeated during the term of this Agreement.

本協議內的聲明、保證及承諾在本協議期間將被視為由本人／吾等／本公司重覆作出。

13.5. This Agreement and all Transactions shall constitute valid and legal binding obligations on me/us.

本協議及所有交易均對本人／吾等／本公司有有效及合法之約束力。

13.6. All rights of you pursuant to this Agreement shall also apply to any broker, agent, Exchange and Clearing House involved in the Transaction.

貴公司根據本協議的所有權利將適用於所有在交易中參與的經紀、代理人、交易所及結算所。

13.7. For inactive Account, you reserve the right to charge a maintenance fee as may be prescribed by you from time to time.

對不活躍的帳戶，貴公司保留徵收維持費的權利，該費用由貴公司不時釐定。

13.8. If any of the provisions of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained here.

倘本協議之任何條文被任何合資格的司法管轄權法院或監管機構或機關判定無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本協議將繼續獲得執行，猶如該無效或不能強制執行之條文並無載於本協議內一樣。

13.9. I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other person except with your prior written consent.

本人／吾等／本公司除非獲得貴公司書面批准，否則本人／吾等／本公司不得將本協議下任何本人／吾等／本公司之權利及／或義務轉讓予任何其他人士。

13.10. I/We acknowledge that you have provided me/us with the dedicated communication channels for reporting trading emergencies and potential error trades, namely the dedicated hotline at (+852) 2105 1234 / 2105 1207 and the dedicated email at hk_dl_f@e-capital.com.hk.

本人／吾等／本公司確認　貴公司已向本人／吾等／本公司提供報告交易緊急情況及潛在錯誤交易的專用通訊渠道，即專用熱線 (+852) 2105 1234 / 2105 1207 及專用電郵 hk_dl_f@e-capital.com.hk。

14. TERM, TERMINATION AND EFFECT 有效期、終止及效力

14.1. Term 有效期

I/We agree that this Agreement shall be deemed to take effect upon first approval by you and shall continue until the termination of this Agreement unless otherwise terminated pursuant to Clause 13.2 of this Agreement.

本協議將被視為由本人／吾等／本公司被許可使用或接受本服務的當日起生效，直至被終止為止，除非依據本協議第 13.2 條予以終止。

14.2. Termination and Effect 終止及效力

14.2.1. This Agreement shall continue in effect until terminated by either party giving not less than 7 business days prior written notice to the other.

本協議持續有效，除非本協議任何一方向另一方發出不少於 7 個營業日的事前書面通知，述明該方擬終止之帳戶，則作別論。

14.2.2. You may terminate this Agreement forthwith at any time without notice to me/us if I/we breach any term of this Agreement or if my/our use of or actions in connection with the service are inappropriate in your reasonable opinion.

如本人／吾等／本公司違反本協議的任何條款，或 貴公司合理地認為本人／吾等／本公司就有關本服務的使用或行動是並不合適的話， 貴公司可即時終止本協議而毋須給予任何事先的聲明。

14.2.3. Termination of this Agreement shall not affect any rights or obligations of either parties which may already have arisen or any contractual provisions intended to survive termination.

任何撤銷或終止通知，將不會影響雙方當時已存在的權利及義務。

14.2.4. Notwithstanding Clause 13.2.1 above, I/we shall have no right to terminate this Agreement if I/we have Open Positions or outstanding liabilities or obligations.

姑勿論以上第 13.2.1 條允許，若客戶仍持有未開倉合約或未清償所有欠款或解除責任，本協議不能由客戶提出撤銷或終止。

14.2.5. Either party may terminate this Agreement immediately on giving written notice if:

(a) either party commits a material breach of this Agreement and that breach is not capable of remedy or is capable of remedy but is not remedied within 30 days upon being served with a notice on the other party specifying the breach and requesting that it be remedied; or

(b) the SFC imposes obligations on you that restrict or prohibit you from performing all or any of your obligations under this Agreement.

任何一方可因下列原因終止本協議或給予對方通知：

(a) 任何一方嚴重違約而未能於通知後 30 天內作全部或部份補救；或

(b) 證監會加於 貴公司之責任限制或禁止 貴公司履行本協議條款。

14.2.6. This Agreement shall automatically terminate if:

(a) any one party to this Agreement has a receiver appointed to all or substantially all or its assets of if an order shall be made or a resolution passed for its winding-up, unless such order or resolution is part of a scheme for amalgamation or reconstruction; or

(b) upon the effective date of termination of this Agreement: (i) all licenses access to the services and other rights and privileges granted to me/us will be terminated; and (ii) I/We will not be entitled to a refund of any fees which have been paid in advance on the termination of this Agreement.

本協議將自動終止如：

(a) 任何一方全部或大部份資產被委派清盤令或清盤接管或清盤議決被通過，除非該命令或議決是公司重組一部份；或

(b) 在終止本協議生效時：（ⅰ）根據本協議而向本人／吾等／本公司授予的許可、權利或特權將會即時無效；及（ⅱ）本人／吾等／本公司將不可取回在終止本協議之前所支付的預繳費用。

15. ACKNOWLEDGEMENT 確認

15.1. I/We acknowledge and understand that though commercial and/or economic benefit may be gained from the Transaction(s), I/we will also bear commercial and/or economic risk associated with such Transaction(s).

本人／吾等／本公司明白及確認交易雖然可帶來商業及／或經濟上的利益，本人／吾等／本公司亦須承擔其商業及／或經濟上的風險。

15.2. I/We acknowledge and agree that you may, subject to the provisions of the SFO and any applicable law, take the opposite position to my/our order in relation to any Exchange traded Futures Contracts and/or Options Contracts, whether on your own account or for the account of your associated company or your other clients, PROVIDED THAT such trade is executed competitively on or through the facilities of any Exchange in accordance with the rules and regulations of such Exchange.

本人／吾等／本公司確認及同意 貴公司可在不抵觸證券及期待條例的有關條例及任何適用法律規定的情況下，不論是為 貴公司本身或為其聯屬公司或其他客戶的帳戶，就任何在交易所買賣的期貨及／或期權，採取與本人／吾等／本公司的買賣指示相反的買賣盤，但該買賣必須是以公開競爭的方式，根據交易所規則在交易所或透過交易所的設施並根據該等其他交易所的規則及規例而執行的。

15.3. I/We acknowledge that you or any of your or the Group's directors, officers, employees or agents may trade on its or their own account or on the account of any associated company of your Group from time to time.

本人／吾等／本公司確認 貴公司或任何 貴公司或集團包括其董事、高級職員、僱員或代理人

可為其本身或為其 貴集團聯營公司帳戶不時進行交易。

15.4. In the event that I am/we are trading for the account of clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with my/our clients, this clause shall apply. I/We hereby agree to, without affecting any other provisions of this Agreement, in connection with any lawful request for information made to you by the relevant Exchange, the SFC and any other regulatory bodies in respect of any transaction relating to my/our account with you, abide by the following provisions:

(a) I/we shall immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to me/us) of the person with the ultimate beneficial interest in the transaction. I/We shall also inform the Hong Kong regulators of the identity, address, occupation and contact details of any third party (if different from the client or the ultimate beneficiary) who originated the transaction.

(b) (i) if I/we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, I/we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed me/us to effect the transaction.

(ii) if I/we effected the transaction for a collective investment scheme, discretionary account or discretionary trust, I/we shall, as soon as practicable, inform you when my/our discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where my/our investment discretion has been overridden, I/we shall, immediately upon request by you (which request shall include the relevant contact details of the Hong Kong regulators), inform the Hong Kong regulators the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the transaction.

(c) if I am/we are aware that my/our client is acting as intermediary for its underlying client(s), and I/we do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, I/we confirm that:

- I/we have arrangements in place with my/our client which entitle me/us to obtain the information set out in Clause 14.4(a) and/or 14.4(b) from my/our client immediately upon request or procure that it be so obtained; and
- I/we will, upon request from you in relation to transaction, promptly request the information set out in Clause 14.4(a) and/or 14.4(b) from my/our client on whose instructions the transaction was effected, and provide the information to the Hong Kong regulators as soon as it is received from my/our client or procure that it be so provided.

如本人／吾等／本公司是代客戶進行買賣，不論是否受客戶全權委託、以代理人身份抑或以當事人身份與本人／吾等／本公司之客戶進行對盤交易，則本條款適用本人／吾等／本公司。在不影響本協議任何條文的情況下，本人／吾等／本公司同意就 貴公司接獲有關交易所、證監會及任何其他監管機構，提出關於任何帳戶的任何交易資料的任何合法要求時，須遵守下列規定：

(a) 在符合下列規定下，本人／吾等／本公司須按 貴公司要求(此要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關所進行交易之帳戶所屬客戶及(據本人／吾等／本公司所知)該宗交易的最終受益人的身份、地址、職業及聯絡資料。本人／吾等／本 公司亦須知會香港監管機構任何發起有關交易的第三者(如與客戶/最終受益人不同者)的身份、地址、職業及聯絡資料。

(b)(i) 若本人／吾等／本公司是為集合投資計劃、全權委託帳戶或全權信託進行交易，本人／吾等／本公司須按 貴公司要求(該要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該計劃、帳戶或信託的身份、地址及聯絡資料及(如適用)有關

該名代表該計劃、帳戶或信託向本人／吾等／本公司發出交易指示的人士的身份、地址、 職業及聯絡資料。

（ii） 若本人／吾等／本公司是為集合投資計劃、全權委託帳戶或全權信託進行交易，本人／吾等／本公司在本人／吾等／本公司全權代表該計劃、帳戶或信託進行投資的權力已予撤銷時須在盡快可行的情況下通知 貴公司。在本人／吾等／本公司全權代客投資的權力已予撤銷的情況下，本人／吾等／本公司須按 貴公司要求(該要求應包括香港監管機構的聯絡詳情)，立即知會香港監管機構有關該名/或多名曾向本人／吾等／ 本公司發出有關交易指示的人士的身份、地址、職業及聯絡資料。

(c) 若本人／吾等／本公司知悉本人／吾等／本公司之客戶乃作為其本身客戶之中介人進行交易，但本人／吾等／本公司並不知道有關交易所涉及其本身客戶之身份、地址、職業及聯絡資料，則：

- 本人／吾等／本公司須與本人／吾等／本公司之客戶作出安排，讓本人／吾等／本公司可按要求立即向本人／吾等／本公司之客戶取得第 14.4(a)及／或 14.4(b)條的資料，或促使取得有關資料；及
- 本人／吾等／本公司將按 貴公司就有關交易提出的要求，即行要求或促使向本人／吾等／本公司發出交易指示的客戶提供第 14.4(a)及／或 14.4(b)條的資料，及在收到本人／吾等／本公司之客戶所提交的資料後即呈交予香港監管機構。

15.5. I/We acknowledge and agree that the Clearing House may take necessary action to transfer any Open Positions held by you on behalf of me/us and any monies and securities standing to the credit of the Account(s) with you to another Exchange Participant in the event your right as an Exchange Participant of HKFE is suspended or revoked.

本人／吾等／本公司確認並同意結算所可在 貴公司作為期交所的交易所參與者的權利遭暫停或撤銷時，採取一切必要行動，以便將 貴公司代表本人／吾等／本公司持有的任何未開倉合約及該本人／吾等／本公司在 貴公司所開立的帳戶內的任何款項及證券，轉調到另一個期交所的交易所參與者。

15.6. I/We acknowledge that you are bound by the Trading Rules which permit the HKFE or the Chief Executive to take steps to limit the positions or require the closing out of contracts on behalf of me/us if, in the opinion of the HKFE or the Chief Executive, I/we are accumulating positions which are or may be detrimental to any particular market or markets or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.

本人／吾等／本公司確認 貴公司受期交所規則所約束，而該等規則容許期交所或行政總裁採取行動，限制持倉的數量或規定可代表該等本人／吾等／本公司將合約開倉，因為期交所或行政總裁認為這些本人／吾等／本公司所累積的倉盤正在或可能會對任何一個或多個特定的市場造成損害或正在或可能會對某個或多個市場(視乎情況而定)的公開及有秩序的運作產生不良影響。

16. GOVERNING LAW 管轄之法律

16.1. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region of the People's Republic of China and the parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

本協議及其詮釋均受中華人民共和國香港特別行政區法律管轄，協議各方在此承認香港法庭之非獨有審判權。