



## 客戶協議書

## CLIENT AGREEMENT

**313資本管理有限公司**

**313 Capital Management Limited**

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客戶確認，客戶已經閱讀過本協定及個人資料收集聲明的英文及/或中文版本，而本協定的內容已經用客戶理解的語言向其做了完整的解釋，並客戶完全接受本協定。如果本協定的中英文版本之間存在差異，以中文版本為準。

The Client acknowledges that the Client has read the English and/or Chinese version of the Agreement together with the Personal Information Collection Statement and that the contents of the Agreement have been fully presented in plain language, and the Client fully accepts the Agreement. If there is any discrepancy between the Chinese and English versions of the Agreement, the Chinese version shall prevail.

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## 目錄

|      |                 |        |
|------|-----------------|--------|
| 第一部份 | 期貨及期權客戶協議       | 第 3 頁  |
| 附錄 1 | 電子服務說明          | 第 14 頁 |
| 附錄 2 | LME 電子交易須知      | 第 17 頁 |
| 附錄 3 | 期權交易須知          | 第 18 頁 |
| 附錄 4 | 風險披露聲明          | 第 20 頁 |
| 附錄 5 | 香港期貨交易所附加條款     | 第 23 頁 |
| 附錄 6 | 國際稅務規定          | 第 25 頁 |
| 附錄 7 | 個人資料（私隱）條例的政策指引 | 第 26 頁 |

## 期貨及期權客戶協議

本期貨及期權客戶協議自簽署之日起訂立，協議的一方為313資本管理有限公司，中央編號ABF168，從事期貨合約交易及就期貨合約提供意見，註冊辦事處設於香港灣仔盧押道23號鳳凰大廈17樓1702室（如文義允許，後文統稱為“公司”），另一方

（如文義允許，後文統稱為“客戶”）的名稱、地址及身份訊息等載於客戶資料表內。

313資本管理有限公司同意應客戶要求並由公司全權酌情所決定為客戶在公司開立或維持一個或多個帳戶，以代理客戶買賣各種期貨合約、期權合約等產品或根據公司完全酌情權向客戶提供期貨合約/期權合約買賣的有關服務，客戶同意公司以代理人身份代表客戶進行於或有關於客戶帳戶及/或上述有關之服務之一切交易或處置，均須符合客戶協議（如文義允許，後文統稱為“本協議”）的條款及條件並同意受本協議所約束。如客戶使用或繼續使用公司之服務，則構成客戶接受公司在本協議之內及之外所不時修訂之條款及條件，該等條款及條件成為公司與客戶的協議之一部分，並構成客戶與公司之間在法律上有約束力的合同。

### 1. 釋義

除非本期貨及期權客戶協議或其他與組成本協議有關的文件另有說明，在本協議中，以下辭彙具有下列含義：

「313資本管理有限公司」或「公司」是指於香港成立的313資本管理有限公司及其繼承人及/或受讓人，是根據《證券及期貨條例》於證券及期貨事務監察委員會（「證監會」）獲發牌以中央編號ABF168經營第2類（期貨合約交易）第4類（就證券提供意見）、及第5類（就期貨合約提供意見）及第9類（提供資產管理）的受規管活動（見證券及期貨條例所載釋義）；

「客戶」是指在客戶資料表中所指的公司或法團並包括經其許可的承繼人及受讓人或（視情況而定）在客戶資料表中所指的個人、獨資經營者或合夥經營，及包括其分別的遺產代理人，遺囑執行人及遺產管理人，及任何經許可的繼承人及受讓人；如為合夥經營，則為開戶時的每一位合夥人及其後任何成為該合夥經營的人士，及每一位合夥人的遺產代理人、遺囑執行人及遺產管理人，以經許可的承繼人及受讓人；

「聯屬人」指一名個人、法團、合夥或任何其他形式的實體直接或間接控制、或任何與該實體一樣直接或間接地由同一擁有人所擁有的實體、或由該方面或實體的董事、高級職員或雇員所控制或受其共同控制的實體；

「FATCA」，即海外帳戶納稅合規法案，即「Foreign Account Tax Compliance Act」，指(1)美國1986國內稅收法典第1471至1474段，或與之相關的任何規則或官方指引；(2)任何促使(1)落實的，在其他司法管轄區生效之任何協議、法律、規則或官方指引，或美國政府與其他司法管轄區作出的政府間安排；或(3)任何為落實上述(1)或(2)之具有政府授權的協議；

「美國人士」包括屬美國公民或居民的任何自然人；根據美國或其任何政治分部法例組成或註冊成立的法團、合夥商號或其他商業組織；由一位為美國人士的遺囑執行人獲受託人管理的任何遺產或信託，或該遺產或信託的收入須繳納美國聯邦入息稅（不論其來源）；任何由交易商或受信人為美國人士持有的帳戶（任何遺產或信託除外）及任何根據任何海外司法管轄區法例組成或註冊成立並由美國人士組成的合夥商號或法團（主要為從事投資非根據一九三三年美國證券法註冊的證券）。美國人士不包括以令人信服的商業理由而於美國以外經營作為從事銀行或保險業的當地受規管分行或代理，及並非為投資於非根據一九三三年美國證券法註冊的證券而設的美國銀行或保險公司的任何分行或代理。就本定義而言，「美國」包括美利堅合眾國、其州、領土及屬土及哥倫比亞地區。

「帳戶」指現在或今後根據本協議以客戶名義在公司開立的任何一個或多個交易帳戶；

「交易密碼」指基於電子交易服務目的，用以與帳戶號碼組合以進入公司的電子交易服務系統的密碼；

「不活動(帳戶)/休眠(帳戶)」指，就任何帳戶而言，在連續二十四（24）個月或由公司以書面通知客戶變更為其他期間內沒有記錄任何交易活動和倉盤（惟上文所述之變更不得：(a) 在有關通知發出日隨後三十（30）日以前生效；及（b）導致任何已累積的時間之中斷或使有關時間重新開始累計）。當帳戶被確定為不活動帳戶/休眠帳戶後，公司會中止客戶登錄公司電子交易服務系統及不會為該帳戶執行交易（客戶存提資金除外）。公司可能會對該帳戶之運作施加公司認為適當的條件及/或收取公司認為適當的費用，直至客戶向公司提出申請及獲公司准許後重新啟用該帳戶；

「客戶協議」指客戶不時與公司訂立之協議或不時由公司單方面所作之取代、修訂或增補後的協議文本，包括印鑒卡、客戶資料表、帳戶開立表、本協議及公司與客戶就本協議項下服務所不時訂立的補充協議及適用的附件，包括但不限於電子服務說明、LME 電子交易須知、期權交易須知、風險披露聲明、香港期貨交易所附加條款，國際稅務規定，對於個人資料（隱私）條例的政策指引，及公司不時訂立、修訂/增加的其他與客戶有關的協議或條款；

「客戶款項規則」指證監會根據證券及期貨條例第149條所訂立及可不時修訂的證券及期貨(客戶款項)規則；

「客戶款項常設授權」指由客戶依據客戶款項規則第8條及載於本協議第11條內可不時修訂的條款賦予公司的常設授權；

「證監會」是香港依據《證券及期貨條例》授權成立的監管機構，即香港證券及期貨事務監察委員會；

「期交所」是指香港期貨交易所有限公司及其承繼人或受讓人；

「交易所」指期交所或在香港以外的其他交易所、市場或交易商組織；

「結算所」就期交所而言，指由期交所所委任或由其成立及營辦以便向該所的參與者就期交所合約提供結算服務的機構；及就其他交易所而言，指任何為透過或在交易所交易的合約而提供結算服務的結算機構；

「結算所規則」指向期交所參與者就期交所合約提供結算服務的結算所不時施行的一般規則、規例、程序及慣例；或就其他交易所而言，就透過或在該等交易所交易的期貨/期權合約而向該等交易所的會員或參與者提供結算服務的交易所/結算所之結算的一般規則、規例、程序及慣例；

「結算公司」是指由期交所委任、成立及營運為參與者提供有關期交所合約之結算服務的機構；

「LME」是指 London Metal Exchange，即倫敦金屬交易所；

「交易日」指各交易所營辦的交易市場開市進行買賣的任何日子，但星期六、星期日、公眾假期及各交易所就各自營辦的交易市場宣佈為非交易日的任何其他日子除外；

「營業日」指不屬於星期六、星期日、公眾假期或被香港政府定義為烈風警告日或黑色暴雨警告日的日子；

「商品」是指在任何交易所進行買賣的任何項目，包括但不限於貨幣、證券、指數（不論股市或其他方式）、利率、匯率、實際資產（包括貴重金屬、農產品、石油及土地等）及其他投資以及其所涉的權利或期權，在某情況下包括任何上述各項之期貨/期權合約而在每個別情況下不論該項目是否可以交收；

「金融產品」就本協議而言，除非另有說明，金融產品僅指「期貨合約」及「期權合約」等金融衍生品；

「期貨合約」指在任何交易所被執行的合約，而(i) 其中一方同意向另一方在任何協議的未來時間以一個雙方協議的價格交付協議的商品或某個數量的商品；或(ii) 合約雙方同意根據該協議商品的價格較訂立合約時的價格的相對高低(視乎何種情況而定)或較在訂立該合約時的價格的相對差別而在將來某個協議時間作出調整，而有關的差別是依據該合約透過其訂立的交易所的規則而決定的；

「期權合約」是指由合約一方（「第一方」）及另一方（「第二方」）就任何商品、期貨或期權交易所簽署的合約，而：

(a) 第一方授予第二方權利，但並非責任，讓第二方在已協定之日期或以前按既定之價格向第一方購買一已協定的商品或一數額之商品。若第二方行使其權利購買的話：

(1) 第一方有責任按既定之價格將該商品交收；或

(2) 第二方收到一筆與該商品相關之款項（如有的話）其價格亦高於商品既定的價格，該款項根據簽訂合約的商品、期貨或期權交易規則所釐訂；或

(b) 第一方授予第二方權利，但並非責任，讓第二方在已協定之日期或以前按既定之價格售賣一已協定之商品，或一數量的商品予第一方。若第二方行使其權利售賣的話：

(1) 第一方有責任按既定之價格將商品交收；或

(2) 第二方收到一筆與該商品有關之款項（如有的話）而其價格亦高於商品既定的價格，該款項根據簽訂合約的商品、期貨或期權交易規則所釐訂；

「保證金」指公司就有關之期貨/期權合約而透過保證金計算、差額調整或其他現金調整而不時依照其酌情權而要求客戶以指定貨幣交付的數額或其他的抵押品；

「未平倉合約」是指客戶持有的尚未平倉的期貨合約或期權合約；

「期交所合約」是指經證監會及期交所批准在期交所買賣的商品合約而其可變為期貨/期權合約，或指依照「期交所」規則執行的期貨/期權合約；

「平倉」就賣出「商品」的期貨/期權合約而言，是指訂立相應的期貨/期權合約去買入相同款額及質量的所涉「商品」供同日交收之用，就買入「商品」的期貨/期權合約而言，則是指訂立相應的期貨/期權合約去賣出相同款額及質量的所涉「商品」供同日交收之用，而「已經平倉」及「正在平倉」的定義亦應按此解釋；

「電子服務」指公司或會提供的電子交易便利及服務，包括但不限於經其互動音頻回應系統、互聯網及/或任何其他電子通訊管道所提供或可被取用的服務；

「證券及期貨條例」或「條例」是指《證券及期貨條例》（第571章）以及根據該等條例而訂立的任何附屬法規；

「守則及指引」是指按條例所訂立而不時生效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》（為方便行文，下文簡稱“操守準則”）及其他準則及指引；

「投資者賠償基金」指根據《證券及期貨條例》成立的投資者賠償基金；

「集團」指313資本管理有限公司的控股公司及控股公司的附屬公司及/或關聯公司，“集團成員”應作相應解釋。

「附屬公司」與《公司條例》（香港法例第622章）（及其不時修訂本）下所指明的具相同定義。就本協議而言，如兩間公司的其中一間是另一間的附屬公司，或該兩間公司俱是第三間公司的附屬公司，則該兩間公司將視為相聯公司，而“相聯公司”一詞亦據此解釋。

1.2 各條款標題僅供參閱之用，不應視為構成對相關條款規定之任何權利或義務之修改或限制，亦不影響相關條款之解釋。

1.3 除非另有說明：

(a) 「包括」指包括但不限於；

(b) 所有單數同時包括複數，反之亦然；

(c) 每個性別代詞應當同時包括所有性別；

(d) 對於任何「適用法律及法規」的陳述應當指這些「適用法律及法規」並不時頒布、修訂、重新頒布或取代的版本，並包括以他們為依據發佈的所有規則及條例；及

1.4 若本協議與客戶協議之任何適用部分產生衝突，相關交易將適用具體適用部分的條款；若任何部分與某適用確認書（如有）產生衝突，將適用該適用確認書的條款；

1.5 為免生疑問，這裡註明對某文件之指代亦包括對該文件不時的修訂、增補或替代版本之指代。

## 2. 適用規則和規例

2.1 所有進行的交易，將受不時修訂有關交易所之憲章、規則、附件、習俗及慣例，包括交易所規則、結算公司規則、有關法例及適用於有關交易所的司法區所有法律約束。公司根據該等法律、規則、規例及指示而採取的所有行動均對客戶具有約束力。

2.2 凡於期交所市場以外進行之期貨/期權合約交易，須受有關市場而非期交所之規則及規例管制。但由該等市場就有關等交易而提供予客戶之保障程度及形式，則可能因此而與期交所按其規則、規例及程序提供予客戶之保障程度及類別有實質上之差異。

## 3. 交易指示及執行

3.1 除非客戶與公司另行以書面形式約定外，客戶應以主事人身份進行交易，但公司有完全酌情權決定以主事人或代理人身份處理客戶交易。客戶可在交易時段的任何時候指示公司為其訂立合約或將合約平倉。所有交易指示應符合相關交易所交易規則及限制，所有指示必須由客戶當面或透過電話口授、以書面、以電子形式或公司許可的其他形式送達，但於任何情況風險皆由客戶自行承擔。與公司達成事先的書面授權協議後，客戶可授權交易代理人完成買賣指令。只有在公司收到及接受客戶有關的書面通知後，獲授權交易代理人名單的修訂方可生效。

3.2 客戶或授權交易代理人通過電話的方式向公司指定受理電話發出的交易指令，公司有權按需要核實指令發出人身份後方可交易，公司將以謹慎的態度核實指令發出人身份，客戶應對經身份核實後所進行之交易結果承擔全部責任。客戶確認客戶與公司之間的電話通訊可能會被錄音而不予任何警示。客戶通過電話形式發出的交易指令以公司的電話錄音為準，如果雙方發生爭議時，這些錄音可用作為指示的最終不可推翻證據。

3.2A 受制於適用法律下：

3.2A.1 於客戶撤銷其一位或多位獲授權人或獲授權第三者的權力後；或

3.2 A.2 客戶的清盤或破產（視情況而定）開始後或發生類似事件後，

由或聲稱由客戶、其一位或多位獲授權人或獲授權第三者所發出的任何指令將（就公司利益而言）繼續生效及有效直至公司確實收到由客戶（若是上述 3.2A.1 的撤銷事件）或若是上述清盤或破產事件，由清盤人、破產管理人或類似人員所發出之通知書（通知公司發生有關事件）後計五日為止。

3.3 客戶可透過電子化自助交易系統發出委託指令，但需瞭解電子服務系統的風險並承擔由此可能帶來的後果及損失。客戶需仔細閱讀“電子服務說明”（詳見附表1），並受“電子服務說明”中的條款約束。客戶使用電子化自助交易系統發出委託指令的，應妥善保管電子化自助交易的帳戶及密碼，如有洩露、遺失、被盜等情況，需即時通過電話致電公司暫時關閉帳戶交易權限，並在合理時間向公司提出修改或停止使用，在公司收到客戶通知前的一切交易仍將視同客戶本人親自委託。

3.4 若客戶在所有通知、成交確認書及結單妥善送達後的 48 個小時內對公司或代理經紀（如適用）依照其指示所訂立的合約安排有異議，有權要求公司進行取證，否則視為對該等成交確認書及結單確認論。

3.4.1 如果是由於公司雇員因疏忽、欺詐或重大過失所導致錯誤執行客戶交易指示，除客戶認可的以外，交易結果由公司承擔。除前述之錯誤交易情況外，其他錯誤原因導致的盈虧須由客戶自行承擔，其原始交易指示如以電話形式發出須以公司的電話錄音為準，以其他書面形式發出的須以公司收到的記錄為準。在作出指示後超過 48 小時，如客戶無任何異議，公司可視為客戶自願放棄上述權利。

3.4.2 在不影響 3.4.1 中的概括原則下，客戶確認及接納：由於期貨/期權市場的迅速轉變、一般的市場狀況及/或由任何有關交易所所施加的約束或限制，可能令公司無法以可行的方法部分或完全執行客戶的指示，公司或任何該等交易的代理經紀將不需就該等情形承擔任何義務或責任。

3.4.3 公司如決定不接受客戶指示，應將之通知客戶。但在任何情況下均毋須就客戶因公司拒絕按指示行事或忽略將之通知客戶或延遲了通知客戶而損失的任何利潤或得益或承擔的損害、責任、費用或支出以任何方式負責。

3.5 公司有權對客戶的交易設置交易限額及/或持倉限額，及對該限額作出不時之修改，就客戶超出交易限額或持倉限額之交易，公司有權不接受客戶指示，在該等情形下，公司不會因不接受客戶交易指令承擔任何義務或責任。

3.6 除客戶與公司另行訂立協議外，只有客戶帳戶內的保證金滿足以下條件時，公司方可接納客戶執行交易的指令：

3.6.1 帳戶內有足夠可即時動用的資金或維持有足夠可接納的擔保品；或

3.6.2 帳戶內有足夠資金及/或相關交易之交收證券或商品作有關交易的交收之用。

3.7 除非客戶給予相反的特定指令，客戶同意及確認所有命令及指令僅於收到命令或指令之有關交易所正式交易日當日有效。如客戶擬使用其他條件指令，應對其他條件指令作出充分瞭解，並同意承受使用其他條件指令所存在的風險，公司將不會因客戶使用其他條件指令承擔彌償責任。如客戶通過電子化自助交易系統發出交易指令，客戶應就該等系統所支持之指令類型作出充分了解，並同意承受該等風險。

3.8 客戶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，則公司有完全酌情權選擇在任何的交易所執行該等交易。

3.9 除本協議另有規定外，公司如認為客戶風險過高時，在不影響根據本協議賦予的任何其他權利或權力的情況下，公司有完全酌情權在不事先知會客戶及毋須獲得客戶同意的情況下做出以下操作：

3.9.1 在客戶帳戶內的保證金低於公司規定的維持保證金要求時，對屬於客戶的任何未平倉合約進行強制平倉，直至滿足公司的基本保證金要求；

3.9.2 在客戶掛單後，若客戶帳戶可用資金出現負值，撤銷客戶未完成的任何買賣掛單，直至可用資金轉為正值；

3.9.3 在客戶期交所或非期交所交易分類帳目下如某一分類帳目發生記帳資金負債，就客戶期交所交易與非期交所交易分類記帳資金進行劃撥，以填平有關分類記帳帳目資金負債。

3.10 由於期交所或其他市場客觀條件限制和商品價格時常出現迅速的變化，公司報價或買賣或會出現延誤。所以，即使公司作出合理努力，仍可能不能夠按照任何指定時間所報之價格交易。由於未有或未能遵照客戶所給指示中之任何條款而導致之損失，或由於市場客觀條件限制及交易所盤面價、成交價、實際清算價之間的差異，客戶出現的帳面上的差價損益，公司將不承擔責任。

#### 4. 交收/交割/行權

4.1 現金交割的期貨/期權合約，將會在合約到期後自動進入交收程序，公司將不會就此向客戶發出交收提示通知。實物交割的期貨/期權合約，除客戶已向公司發出申請，及公司已經接納客戶申請同意向客戶提供交割服務外，本公司並不擬主動向客戶提供期貨/期權合約實物交割服務。

4.2 在遵守本協議條文之大前提下，為避免客戶進入實物交割程序，有關臨近到期之實物交割未平倉合約，如屬多頭持有者，客戶須於首次通知日或最後交易日的較早者的前一個交易日或公司酌情通知的其他日期進行平倉，如屬空頭持有者，即須於最後交易日前一個交易日，指示公司作出平倉，否則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客戶將有關合約平倉或辦理交收。惟 LME 未平倉合約需依照附件 III “LME 電子交易須知” 中 LME 合約交割款項執行。

4.3 如公司接納為客戶提供實物交割服務，如客戶屬於多頭倉位持有者，客戶應及時交予公司根據該等期貨及/或期權合約所需之所有款項，如客戶屬空頭持有者時，客戶應及時交予公司根據該等期貨/期權合約所需證券、財務票據、文件及其他財產，以便能夠根據交易所或結算公司之規則辦理交收手續。

4.4 凡客戶根據期權合約持有短倉及該期權獲得行使，客戶須在接獲要求後依據該期權合約的條款支付交收款項或接收/交付(視情況而定)有關商品或該期權合約的標的物。

4.5 公司依照客戶指示出售任何商品或其他財產時，如因客戶未能夠交付此等合資格的商品或財產，以致公司無法向買主交貨時，遇此情況，客戶授權公司借入/購入所需之任何商品或其他財產以完成交收手續；若因此而引致公司虧損，或須付出溢價，又或因公司未能借入已出售之商品或其他財產而蒙受損失，客戶同意承擔由此產生的所有損失。

#### 5. 保證金

5.1 為代理客戶交易期貨/期權合約，公司將就有關期貨/期權合約訂立保證金要求標準，公司訂立的保證金要求可以超出任何交易所或結算所或執行/結算代理人規定的保證金要求，同時公司有權根據市場情況或根據交易所或結算所或執行/結算代理人不時公佈的最新規定的保證金要求而做出調整而無需事先獲得客戶同意，但此等調整及最新的保證金要求將會通過公司網站、電子郵件、短訊或電話等其中任何一種形式向客戶進行公佈/通知。

5.2 公司有完全酌情權決定是否接納現金以外的資產作為保證金。凡客戶存放股票、股份及/或其他具價值的物品作為保證金，公司可依照其完全獨立酌情權就該等作為保證金資產指定一個名義價值(該價值無須符合其市價)，而公司可不時按照當時該等資產或其他資產的市值更改其價值。

5.3 在不影響及附加於公司在本協議之下的任何其他權利及補救的情況下，客戶不可撤銷地授權公司(在無須事先通知客戶的情況下)，將公司或其聯屬人為客戶持有的所有或任何部分的現金或其他財產加以運用作以下用途：

5.3.1 應付公司以據第 5.1 段要求其支付保證金；

5.3.2 向任何交易所、結算所或執行/結算代理人支付款項，以履行該交易所、結算所或執行/結算代理人就公司代客戶訂立的任何期貨/期權合約而要求其履行提供保證金的任何責任，或就向任何交易所、結算所或執行/結算代理人或依其指示提供抵押品(不論以按揭、存款、抵押、質押或其他方式)，而此舉無需事先通知客戶，且撤除任何該客戶或任何其他人在該保證金的實益權益，以及作為公司代表客戶訂立的任何期貨/期權合約而須對該交易所、結算所或執行/結算代理人承擔的責任(依照其所指明的條款)的抵押品，並且賦予權力予該交易所、結算所或經紀以執行該抵押品以履行公司須承擔的責任，但該客戶的存款或財產不得作為就公司代表任何其他客戶而訂立的期貨/期權合約的任何結算所保證金要求或交易責任的融資或作為其抵押品

(在上述任何一種情況下，該存款或財產將會依據有關交易所、結算所的規例或執行/結算代理人的交易條款來處理)；

5.3.3 履行公司就任何一方須承擔的責任，而有關責任源自或涉及公司代表客戶訂立的任何期貨/期權合約；及/或

5.3.4 以支付任何涉及公司代表客戶訂立的任何期貨/期權合約而適當地支付的佣金、經紀佣金、徵費或其他適當的收費；

5.4 客戶須監督客戶帳戶資金狀況，以使帳戶有足夠的資金結餘以應付適用的保證金規定。若客戶帳戶保證金不足時，公司可拒絕客戶任何指令或指示。若客戶帳戶內的保證金低於公司的維持保證金要求時，公司將向客戶發出繳交保證金的通知，公司可依據完全酌情權通過於客戶結單內附加追加保證金通知、錄音電話、電子郵件或短訊的一種或多於一種的形式向客戶發出，所有繳交保證金通知自公司發出後即為生效，客戶需留意有關通知電話或其他書面形式的繳交保證金通知，並客戶在收到繳交保證金通知後必須應通知要求在一個交易日內或公司不時指明的其他時限內予以滿足。如果客戶未能在一個交易日內或公司不時指明的其他時限內滿足公司繳交保證金要求，公司有完全酌情權將客戶任何未平倉合約進行平倉，直至滿足公司的基本保證金要求，由此造成的損失均由客戶自行承擔。

5.5 如客戶所交易合約屬於香港期貨交易所合約，客戶必須應公司繳交保證金通知的要求，在公司不時指明的時限內，予以滿足。遇有客戶連續兩次在接獲通知後仍未能於公司指定之時限內滿足本 5.4 段規定的保證金要求時，公司可能須要將所涉未平倉合約的細節資料報告期交所及證監會，而對於客戶未能於公司所指定之時限內或其作出該等要求時滿足保證金要求的未平倉合約，公司有完全酌情權將之予以平倉，由此造成的損失均由客戶自行承擔。

5.6 除非獲得客戶的明確指示，否則公司可根據自身結算規則對客戶帳戶內持有可抵消之期貨/期權合約調整其所需之保證金數額，公司無須就此情況下之操作向客戶做出通知。客戶的所有持倉明細及收取的保證金總額均以公司發出的結單為準。

5.7 所有變價調整金必須以現金支付。公司只接受客戶本人名下的銀行戶口與公司的信託戶口之間進行的往來，不接受第三者存款和提款。

## 6. 佣金及支出

6.1 客戶同意即時應公司的要求支付：(a)經紀佣金，比率由公司決定並不時知會客戶；(b)公司因為代表客戶訂立任何期貨合約或期權合約或就該等合約而產生的以及因為履行其在本協議下的任何義務或就履行該等義務而產生的一切佣金、經紀費、徵費、收費、稅項及雜項稅款以及所有其他費用及支出，及依據海外帳戶稅收合規法案要求由公司自代客戶在香港或香港以外地方收取或持有的客戶資產內作出扣減或預扣；以及(c)提供予客戶的墊款的利息，利率由公司決定並不時知會客戶。

6.2 在不影響公司的任何其他權利及補救方法的情況下，如客戶的戶口沒有進行買賣活動有6個月或以上，公司可酌情決定收取戶口維持月費及訂明收費標準。如公司決定向客戶收取相關月費，相關月費收取標準將不時通過公司公告形式向客戶發出通知或通過公司官方網站公示向客戶公示，而有關費用將會自動從客戶的戶口中扣除。

6.3 客戶同意倘若客戶有拖欠公司的任何額項（包括經裁決之客戶債務所累積的利息，及由交易而產生的某貨幣幣種為負值時所累積的利息），須按公司不時公佈的利率標準向公司支付利息，倘公司未公佈此等利率，將以按公司的資金成本加年利息百分之三或一家香港銀行不時規定的貸款優惠利率加年息百分之三（取較高者）的利率向公司支付利息。此等利息按日息計算，並於下個公曆月第一個交易日或按公司決定之日期支付。

## 7. 抵銷、資金調動及留置權

7.1 客戶不可撤銷地授權公司或任何公司聯屬人，可以抵銷、扣起及/或動用客戶存放於公司的客戶資金、期貨/期權合約、商品及其他財產之利益，用以支付本期貨及期權客戶協議協議第5條規定的保證金和第6條規定的佣金或支出以及本協議條款規定其他客戶應向公司或任何公司聯屬人履行的一切義務及責任，公司有權在毋須通知客戶的情況下決定將屬於同一客戶名下的任何戶口之間的任何款項或其他財物作抵銷或交替調動。就公司為抵銷及償付客戶欠付任何公司聯屬人之義務而須支付予該公司聯屬人之款項，客戶確認公司在接受該公司聯屬人之要求後即可行如數支付款項，而不須對該義務之存在與否或欠付金額之準確性承擔任何查核或確認之義務與責任。

7.2 客戶不得在並無公司的事先同意書下，就客戶在公司為其持有的任何投資產品中的權利、所有權、權益及索償權而進行出讓、轉移、按揭、質押、抵押或增設或允許招致或存在任何性質的留置權、抵押品或其他形式的產權負擔。

7.3 客戶同意公司根據本條或本協議有完全及絕對權力及酌情權以決定何時何日行使或執行其出售、處置、分配、清算、轉移、交易、買賣或平倉之權利及權力。公司根據本協議作出之任何賣出、出售、分配、清盤、轉移、買賣、處置或清理而產生之任何損失，不論該等損失如何產生，及不論於出售、處置、分配、清算、轉移、交易、買賣或平倉保留財產之過程中，有否透過押後或提前進行有關出售、處置、分配、清算、轉移、交易、買賣或平倉或其他事宜的時間而可能取得更好價格或更佳條款，客戶將無權就其損失向公司提出任何申索。

7.4 客戶須在簽署客戶文件時，需仔細閱讀本協議第11條之常設授權規定及依據本條規定授權予公司，公司通過此授權書，可酌情動用客戶的款項。

## 8. 違約事件

8.1 下列任何一事件均構成違約事件（“違約事件”）：

8.1.1 客戶無法按照公司要求支付或逾期未能向公司或其集團公司成員支付任何存款或應支付款項、或未能向公司提交任何文件或交付任何有價證券；

8.1.2 客戶未履行本協議的任何條款，及未遵守任何附例、規則和相關交易所和/或結算所的規則和規例；

8.1.3 客戶未能或拒絕清償或支付在公司或任何集團公司設置的任何客戶帳戶中的任何未償還款項、金錢或虧損；

8.1.4 客戶已被提出破產呈請、清盤呈請，或針對客戶的類似法律程序已開始；

8.1.5 客戶死亡（指個人客戶）或客戶被法庭裁定為精神失常或無勝任能力；

8.1.6 針對客戶的任何扣押或其他法律過程；

8.1.7 客戶在本協議或任何文檔中向公司作出的任何陳述或保證不正確或誤導；

8.1.8 客戶（指有限公司客戶或合夥公司客戶）簽署本協議所必要的任何同意、授權或董事會決議被部分或全部撤回或暫時中止或終止或不再全面有效；及

8.1.9 公司認為發生了可能危及公司在本協議所擁有權利的任何事件。

8.2 如果發生以上任何之違約事件，在無損公司的其他權利或公司向客戶獲得補償的權利，及無需進一步通知客戶的情況下，公司有權採取以下行動的任意一項或多項：

8.2.1 立即結束帳戶，及終止在本協議或客戶與公司不時訂立的增補協議項下所提供的部分或全部服務；

8.2.2 凍結帳戶或者禁止開倉，終止提供在本協議或客戶與公司不時訂立的增補協議項下的全部或任何部分服務；

8.2.3 取消客戶一切未完成之買賣指示、期貨合約或期權合約，以便清算客戶之帳戶；

8.2.4 客戶帳戶如有未平倉合約，將所有未平倉合約進行平倉，以便清算客戶之帳戶；

8.2.5 抵消、合併或綜合任何帳戶，或將公司依據本協議應向客戶履行的任何義務，抵消客戶根據本協議應向公司履行的任何義務；



8.2.6 執行留置權或處置客戶於公司存放的任何抵押品；

8.2.7 在公司認為合適的情況下，採取或不採取任何行動或作出或不作出任何行為、事宜或事情。

## 9. 平倉

9.1 客戶承認，公司受交易所及其他監管機構規則所約束，而該等規則容許交易所採取行動，在交易所或其他監管機構認為客戶所累積的持倉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)的公平及有秩序的運作產生不良影響時，限制客戶持倉的數量或要求公司採取行動將代表客戶持有的未平倉合約平倉，在該等情形下，公司將依據交易所或其他監管機構規則或不時要求將客戶之所有或任何合約平倉，由此造成的一切損益均由客戶自行承擔。

9.2 若公司認為本地或國際貨幣、金融、經濟或政治條件或外匯管制的變化，已經導致或公司認為可能導致香港及/或海外證券市場、商品或期貨/期權市場出現重大或不利波動，或價格大幅波動或極端波動，或對客戶的狀況或經營產生或可能產生性質重大的不利影響之變化，公司可不經客戶同意，將客戶之所有或任何合約平倉，由此造成的一切損益均由客戶自行承擔。

## 10. 外幣交易

10.1 倘若客戶指示公司代為在某交易所或其他市場訂立合約，起初及日後必須繳付之保證金及佣金等，須以該合約指定的結算貨幣記帳及支付。如客戶並未持有並客戶足額支付該等合約交易的結算貨幣而以其他貨幣作為保證金擔保品而訂立合約，則該等交易將被歸類為外幣交易。

10.2 倘若客戶開展外幣交易，則(i)倘若公司就有關外幣沖抵保證金訂明折扣，公司將不時通過公司公告/公司網站公示形式就有關外幣沖抵保證金而訂明折扣；(ii)任何因匯率波動所引起的損失及利益及風險由客戶全數承擔，及(iii)客戶可通過電話或客戶與公司約定的其他方式指示公司將帳戶中的資金在原幣種和外幣幣種之間進行轉換；(iv)基於客戶外幣交易風險控制目的，公司有完全酌情權在不向客戶提前發出通知的情形下不時將客戶帳戶內的任意幣種強制轉換為有關結算幣種，以彌補客戶外幣交易所產生之外幣負債。如涉及貨幣轉換，有關貨幣轉換執行將於客戶結單內記帳，換匯數額、幣種及匯率依據客戶結單內記帳為準。

## 11. 客戶款項及客戶款項常設授權

11.1 客戶款項的收取、持有及利息：公司從客戶收到或就客戶的戶口而從任何其他人士（包括結算所）收到的一切款項、證券或其他財物均由公司以受託人身份持有。受遵守使用的監管規則所限，公司有權把在帳戶（或多個帳戶）內持有或代客戶接收之任何款項存放或轉移至由公司或任何其他集團成員所設於香港或海外其他地方之一或多個獨立帳戶內或於該等帳戶間互相轉移，而該/該等每一個獨立帳戶須指定為信託帳戶或客戶帳戶，並在一所或多所認可財務機構及/或證監會以客戶款項規則第4條為目的而批准的其他一個或多個人士及/或任何其他一個或多個海外人士（但必須遵從適用的監管規則）處開立。除非另行協議，客戶明白就任何戶口所持有或公司代表客戶持有的款項（包括保證金）而言，客戶將不會享有任何累計利息而公司可享有及保留任何及所有客戶款項所衍生的利息。

### 11.2 客戶款項常設授權

11.2.1 客戶款項常設授權涵蓋公司為客戶在香港收取或持有並存放於一個或多個獨立銀行戶口（“獨立帳戶”）內的款項(包括因持有並非公司的款項而產生之任何利息)(下文簡稱「款項」)。

#### 11.2.2 客戶授權公司：

- a) 組合或合併公司或公司的任何有聯繫實體所維持的任何或全部獨立帳戶，此等組合或合併活動可以個別地或與其他帳戶聯合進行，公司可將該等獨立帳戶內任何數額之款項作出轉移，以解除客戶對公司或公司的任何有聯繫實體的義務或法律責任，不論此等義務和法律責任是確實、或然的、原有或附帶的、有抵押或無抵押的、共同或分別的；或
- b) 以期貨/期權產品交易為目的，代表客戶將任何數額之款項轉往公司於經紀商及/或清算商（包括香港及海外地區）的任何期貨（期權）交易/清算/結算帳戶；
- c) 從公司或公司的任何集團公司於任何時候維持的任何獨立帳戶之間來回調動任何數額之款項；及
- d) 將款項兌換成任何其他幣種，以履行以上所提及之目的（如適用）。

11.2.3 此賦予公司之客戶款項的常設授權並不損害公司或公司的任何有聯繫實體可享有有關處理該等獨立帳戶內款項的其他授權或權利。

11.2.4 客戶款項常設授權有效期不得超過12個月，由本交易條款生效起有效，但可根據本條款11.2.6條款續期。為免生疑問，客戶在不擁有對公司及任何集團成員的債務的前提下，客戶可在該授權有效期內任何時間提出撤銷申請。

11.2.5 客戶在不擁有對公司及公司的任何有聯繫實體的債務的前提下，客戶可以提前10個交易日通知經紀撤銷其客戶款項常設授權。

11.2.6 如客戶款項常設授權在有效期屆滿前沒有被明確撤銷，而公司在客戶款項常設授權的有效期屆滿前的14日之前，給予客戶發出書面通知，提醒客戶款項常設授權的有效期即將屆滿，並通知客戶除非按11.2.5條款提出反對，否則客戶款項常設授權會在屆滿時按照客戶款項常設授權指明的相同條款及條件續期，為期12個月，則客戶款項常設授權會被當作已續期。公司會在該授權屆滿日期後的1星期內，將該授權續期的確認書給予客戶。

## 12. 招攬銷售或建議



12.1 假如公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是經過公司考慮閣下的財政狀況、投資經驗及投資目標后認為合理地適用閣下的。本協議的其他條文或任何其他公司可能要求閣下簽署的文件及公司可能要求閣下做出的聲明概不會減損本條款的效力。

12.2 公司及公司僱員或公司代表或者任何其集團成員之僱員或代表並不擬向客戶提供任何招攬銷售或建議任何金融產品，公司只負責執行、結算及進行戶口的交易。戶口的交易完全是客戶自身的責任及根據客戶自身的獨立判斷與自由決定權發出的，與公司或公司的聯署公司（或公司/公司聯署公司相應的董事、高級人員、僱員或代理人）所提供的任何指令、建議或文件無關。公司對任何人員、介紹行、交易顧問及其他第三者就戶口或其內任何交易所表現出的操守或作出的行動、陳述或聲明均沒有任何責任或義務。

### 13. 陳述、保證及承諾

13.1 客戶保證並確認客戶不時就本協議及相關之戶口申請而提供予公司等之資料均為完整、正確及最新。在公司實際收到客戶以書面或以公司接受的其他方式發送至公司及公司已收悉任何更新資料前，公司可以完全信賴由客戶之前提供的資料。客戶開戶文件上的資料及本協議如有任何重大變更，每位客戶及公司保證立即將之通知對方。如因客戶未能完整、正確向公司披露最新之資料引致之任何損失，公司不承擔任何賠償責任。

13.2 若客戶為個人，客戶須表明已達可訂立協議之合法年齡，且具有完全的法律上的行為能力以訂立並履行本協議。

13.3 若客戶為公司：

13.3.1 其根據註冊成立國，以及營業所在國的法律正式組建，並有效存在；

13.3.2 本協議以及公司開立戶口一事，已獲客戶恰當的公司行動有效批准。本協議一經簽署及/或蓋章、交付，即根據本身條款對客戶構成有效而具法律約束力；

13.3.3 客戶註冊成立證書(或商業登記證書)、規章、規程、章程大綱、章程細則及其他用來組建公司(或界定公司組建)的文件的經核證真實副本，以及客戶交付公司的公司決定書或董事會決議，皆屬真實、準確，仍然有效；以及

13.3.4 就客戶所知，無人已經或正在採取步驟，委任接管人和/或財產接收管理人、司法接管人、清盤人，接收客戶，或將之清盤。

13.4 除非客戶已另行以書面向公司等申報，客戶現陳述客戶並非任何交易所、交易委員會、結算所、銀行或信託公司員工或高級人員、根據《證券及期貨條例》持牌人或註冊人或任何引薦經紀的聯屬人、任何證券經紀、期貨經紀或交易商的高級人員、合伙人、董事或員工。

13.5 對帳戶戶口內的每宗交易而言，客戶是最初負責發出有關指示的人及將會從該宗交易取得商業或經濟利益及/或承擔其商業或經濟風險的人，除非客戶另行以書面形式向公司等作出知會。

13.6 如果客戶於帳戶內為其顧客進行交易，不論是否受顧客全權委託，以代理人身份抑或以當事人身份與客戶之顧客進對盤交易，客戶茲同意在公司接受期交所及/或證監會及/或其他有權當局（包括但不限於香港及香港境外有權當局）進行有關交易的調查時，須遵守下列條款：

13.6.1 在符合下列規定下，客戶須按公司要求(此要求應包括期交所及/或證監會的聯絡詳情)，立即知會期交所和/或證監會有關所進行交易之帳戶所屬之客戶及(據客戶所知)該宗交易的最終受益人的身份、地址、職業及聯絡資料。客戶亦須知會期交所及/或證監會任何發起有關交易的第三者(如與該客戶/最終受益人不同者)的身份、地址、職業及聯絡資料。

13.6.2 如果客戶為集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶須按公司的要求（該要求應包括證監會有關的聯絡資料）即時向證監會提供有關該計劃、帳戶或信託的身份、地址和的詳細聯絡資料；及(如適用)提供有關該名代表該計劃、帳戶或信託向客戶下達交易指示的人士之身份、地址和詳細聯絡資料。

13.6.3 如果客戶為集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶在客戶全權代表該計劃、帳戶或信託進行投資權力已予撤銷時，須在儘快可行的情況下通知公司。即使在客戶的全權代客投資權力已予撤銷情況下，客戶仍須按公司的要求（該要求包括證監會有關的聯絡資料）即時向證監會提供有關該名/或多名曾向客戶下達有關交易指示的人士的身份、地址和詳細聯絡資料。

13.7 如果客戶乃以中介人身份為其本身顧客進行交易，但客戶並不知道有關交易所涉及其顧客的身份、地址、職業和詳細聯絡資料，則客戶應該確認以下各項：

13.7.1 客戶已經與其顧客作出安排，授權客戶可按要求立即向客戶之顧客取得本協議第 13.6 條中列出的各項資料；或促使取得有關資料；及

13.7.2 客戶將按公司就有關交易提出的要求，立即要求或促使向客戶下達交易指示的顧客提供本協議第 13.6.1 和 13.6.3 條中列出的各項資料，並在收到客戶的顧客所提交的資料後即呈交予證監會。

13.8 在必要時客戶確認已經得到進行交易的顧客、集體投資計劃、全權委託帳戶或全權委託信託的全部同意或豁免，使客戶可以向證監會提供以其帳戶進行交易的有關顧客、計劃、帳戶或信託的身份和詳細聯絡資料及交易最終受益人和引發交易人士（如果與其顧客/最終受益人不同）的身份和詳細聯絡資料；

13.9 即使本協議終止，本條文將繼續生效。

### 14. 法律責任限制及彌償

14.1 公司將盡力遵從和執行由客戶發出並被公司接受的關於帳戶和交易的指示；但公司或其董事、高級職員、僱員及代理人（除非已經證實他們或他們其中一人有欺詐行為和故意違約行為）均不對客戶由於以下原因導致的任何損失、費用或損害承擔任何責任（不論基於合約、民事過失或其他責任）：

- 14.1.1 公司行使、不行使或延遲行使本協議條款授予公司的任何或全部權利；
- 14.1.2 戶口的交易完全是客戶自身的責任及根據客戶自身的獨立判斷與自由決定權發出的，公司忠誠地按照或信賴客戶的指示行事；
- 14.1.3 根據、就或因為本協議而將某一貨幣兌換成另一貨幣；
- 14.1.4 公司因任何不受其控制的原因導致其不能履行本協議下的責任，包括任何政府或監管機構的限制、任何交易所（或其個別部門）的關閉或裁決、暫停交易、傳遞或通訊或電腦設備出現故障或失靈、郵政或其他罷工或其他類同的工業行動、任何交易所、結算所、業務代理或其他人士不能履行其責任；
- 14.1.5 任何交易所、結算所、業務代理或其他人士因任何原因停止承認任何交易的存在或有效性，或不能履行或撤銷任何上述交易之合約，但任何上述情況的發生不能影響客戶在此合約下對該等合約或從其產生的責任和義務；
- 14.1.6 在任何屬於交易日但並非營業日的日子，公司運營資源或會受到一定程度限制，在該等情形下，公司擁有完全酌情權決定提供或有限制提供或不提供任何服務。
- 14.2 在不限制下述第 20.1 條概括性之前提下，公司、其任何董事、僱員或代理人均不在法律上負責（不管是疏忽或其他責任）客戶蒙受的任何損失、開支或損害，包括但不限於出於或指稱出於或涉及電子服務之不便、延誤或未能運作而產生的損失、開支或損害，或公司執行客戶下達的買賣指令時出現延遲或被指稱出現延遲，或未能執行該等指示而產生的損失、開支或損害，即使公司曾獲勸告可能會出現上述損失或損害。
- 14.3 客戶承諾就公司可能直接或間接合理地蒙受或承擔的任何費用、索償、要求、損害和開支，彌償公司和使之獲得彌償，包括但不限於那些由於或涉及公司以客戶代理人身份進行的任何交易或由於公司依照本協議條款或客戶任何知識或傳達之意願作出或唯有作出的事情而引起的任何費用、索償、要求、賠償和開支。客戶亦同意即時支付公司因強制執行本協議任何條款而遭致的所有賠償、費用和開支（包括按全數彌償基準計出的法律費用）。
- 14.4 客戶承諾就任何由於或涉及客戶違反其在本協議之責任而引起的損失、費用、索償、法律責任或開支，彌償公司及其高級職員、僱員和代理人，包括但不限於公司為追討客戶欠下公司之任何債務或關於結束帳戶而承擔的任何合理必需的費用。

## 15. 通知、成交確認書及結單

- 15.1 所有通知、報告、結單、確認書和其他通知將以書面、電子郵件、網上通知、短訊或其他與客戶約定電子方式提交，並可由郵遞、傳真或電子郵件等方式傳達，如送致客戶，應送致客戶在《客戶資料表》中所載的地址、傳真號碼或電子郵件地址，或客戶以書面通知公司之其他指定地址、傳真號碼、電子郵件或其他通訊地址；如送致公司，應送致公司不時選擇及通知客戶的註冊地址。
- 15.1.1 書面方式：公司以專人遞送、郵遞、傳真、電子郵件等形式向客戶書面提供交易結單、報告及各項通知；
- 15.1.2 網上通知方式：指客戶使用公司的網上交易客戶端程序，通過客戶的用戶名及密碼登陸後，查詢各類結單、報告及各項通知。
- 15.2 所有通知、報告、結單、確認書和其他通知，在下列情況下視為妥善送達：
- 15.2.1 以專人送遞或以電子郵件傳遞、短訊或其他與客戶約定電子方式，則在送遞或傳遞之時被視作妥善送達；或
- 15.2.2 如以郵遞發送致本地地址，則在投寄後兩個營業日被視作妥善送達；或
- 15.2.3 如以郵遞發送致海外地址，則在投寄後五個營業日被視作妥善送達。
- 15.3 客戶同意，所有成交確認書及結單在妥善送達後的 48 小時內，若未提出異議，公司可視為成交確認及結單正確無誤。

## 16. 修訂及轉移

- 16.1 客戶同意，公司可於任何時候通過向客戶發出合理的通知修訂本協議的條款。本協議的任何修訂將於該通知指明之生效日期起即為生效，及如客戶沒有結束帳戶，則客戶將被視為已接受本協議條款的修訂。
- 16.2 當公司組合、合併、重組或轉移其業務予另一機構（包括在集團內的機構），公司可以轉讓在本協議下之任何權利及義務予該機構。公司應發出通知予客戶，該通知內會列明該轉讓生效日期。該日期應為發出通知後至少 10 日。該轉讓之效力如同於客戶及該機構之間建立一份約務更替協議。因此，若有此等情形，客戶現同意公司可日後作出任何本協議之轉讓。
- 16.3 在未獲得公司事先的書面同意的情況下，客戶無權向任何第三者轉讓、轉移或以任何方式放棄其在本協議下的權利、權益或義務。

## 17. 綜合帳戶

- 客戶同意，若客戶聲明任何帳戶為綜合帳戶，本條下列條款、操守準則之有關規條和期交所釐定之綜合帳戶之規則將予適用：
- 17.1 客戶應向公司提供客戶之財政狀況資料，並立即報告任何有關客戶無力償還債項、可能無力償還債項或影響或可能影響期交所聲譽之任何做法或不規範行為。
- 17.2 客戶並非期交所參與者：
- 17.2.1 在與向其就帳戶發出指示之人士進行的買賣中，客戶必須遵守和執行期交所規則及結算所有關保證金，及變價調整金之規定和程序，如同客戶是期交所參與者一樣，而為其利益發出指示之人士如同規則中所定義之客戶一樣；

17.2.2 客戶應使用期交所之合約能依有關綜合帳戶的指示進行買賣，以便在任何情況下，該等買賣不會構成香港法律或任何其他適當之司法管轄區法律下之按商品市場報價差價進行的非法買賣，亦不會構成以博彩、賭博遊戲或賭注之方式進行違反香港法律或任何其他合適法律之買賣；

17.2.3 客戶應對買賣指示發出人士實施第 17.2.1 和 17.2.2 條規定並保證該等人士能加以遵守，包括保證該等人士遵守期交所規則及結算所有關保證金及變價調整金之規定。就期交所和公司之間而言，公司有責任保證就綜合帳戶轉達指示之所有人士遵守上述規定，如同上述每一人士均為操作綜合帳戶的客戶一樣。

17.3 公司有權要求客戶向公司披露綜合帳戶之最終受益人之詳情及最終負責發出買賣指示之人士或實體之詳情或期交所或證監會不時要求之其他資料。客戶承認如果其未能遵守本披露要求，則公司執行董事可要求公司將其代表客戶持有之任何或全部未平倉合約平倉或要求結算所代表公司進行有關平倉，或公司執行董事若認為合適，可就公司代表客戶持有之任何或所有合約徵收合約保證金附加費。

17.4 客戶謹此同意接受公司之監管，如同公司接受期交所之監管，客戶如同期交所參與者般接受監管一樣。客戶須提供一切資料並採取一切措施，以便公司遵守有關交易所及結算公司有關公司運作綜合帳戶之所有規定。

17.5 為避免存疑，客戶應為其每一客戶單獨保持保證金金額，在任何情況下均不得為差價之目的將一些客戶之合約用於抵消或沖減其他客戶之合約。

17.6 客戶謹此同意如某一帳戶不再是綜合帳戶時，立即以書面通知公司。在公司收到通知之前，綜合帳戶停止對客戶在本協議項下對公司之責任並無影響。

## 18. 聯名客戶

18.1 假如客戶包括兩名或以上人士：

18.1.1 如非另有安排，有關帳戶須由個人以聯權共有人身份擁有，個人均具生存者取得權，每名個人將共同及各別地承擔本協議下所有責任；

18.1.2 公司可在無須通知另一名人士之情況下，接受其他任何一名人士之指示、向之發出收據及為所有目的而與之交易，且公司並無責任決定自此等人士所收到之指示之目的為何或是否恰當，對此等人士之間如何處置付款或投資交付亦無須負任何責任；

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

18.1.4 向一名該等人士寄出之任何通知及通訊，將視作向持有戶口之所有人士之通知；

18.1.5 在遺產稅條例(香港法例第 111 章)條文之規限下，當任何該等人士去世後(而其他任何一名該等人士尚存)，本協議亦不得終止，死者戶口中之權益將歸屬於尚存者(假如所有人士均已去世，則於初始最後尚存者之遺囑認證書或遺產管理書後，賦予最後尚存者之法律代表)，但已故者所招致之任何責任，亦可由公司向改名已故客戶之遺產強制執行。尚存客戶須於獲悉任何該等死訊後立即以書面通知公司。

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

## 19. 利益衝突

19.1 客戶同意，當公司在期交所或其他交易所或市場代其辦理買賣指示時，公司、公司董事、高級職員、僱員、代理人及/或任何交易所出市經紀人，可無須公司事前通知而代該等在帳戶內有直接或間接利益之任何人士進行買賣，但須遵守買賣指示執行時有關期交所、其他交易所、或市場當時實施之憲章、規則、規例、慣例、裁定及釋義所載規限及條款(如有)，以及遵守期交所或其他交易所或市場依法頒佈之適用規例。

19.2 客戶承認，在證券及期貨條例之條文和任何適用法律的制約下，公司可為自己或為任何聯署人或公司的其他客戶的帳戶，就任何在期交所及其他市場買賣的期貨及期權合約，採取與客戶的買賣指示相反的買賣盤，但此等買賣必須是以公平競爭形式依照期交所及其他市場的規則、規例和程序在期交所及其他市場或通過期交所及其他市場的設施執行，或依照其他交易所的規則及規例在或通過其他商品、期貨或期權交易所的設施執行。

## 20. 其他承諾/聲明

20.1 客戶開戶文件上的資料及本協議如有任何重大變更，每位客戶及公司保證會立即將之通知對方。

20.1.1 倘公司業務出現任何重大變動，而該等變動可能影響公司向客戶提供之服務，則公司將會通知客戶有關變動；及

20.1.2 客戶將通知公司有關其姓名及地址之任何變動，並按公司合理之規定提供證明檔。

20.2 客戶知悉每份期交所合約均須支繳交投資者賠償基金徵費以及根據《證券及期貨條例》規定所收取的徵費，上述兩項費用須由客戶承擔。

20.3 客戶知悉如客戶因公司、其代理或其他人士違責而蒙受金錢損失，投資者賠償基金的賠償責任只限於條例及其附屬法例中規定的有效索償，並以《證券及期貨(投資者賠償-賠償上限)規則》內所訂明的金額上限，因此公司不能保證客戶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、部份或任何賠償。

20.4 客戶同意為使公司符合各交易所及期交所或其他監管機構的規則、規例、程序及條例，在需要時提供予公司所需要的資料。

20.5 客戶同意，結算所可在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，以便將公司代表客戶持有的任何未平倉合約，及該客戶在公司處所開立的帳戶內的任何款項及證券，轉移到另一個期交所的交易所參與者。

20.6 由公司為客戶帳戶從客戶或其他人士（包括交易所結算公司）所接收的款項、證券或其他財產，將由公司作為受托人存放於公司不時開立的信託帳戶或獨立帳戶內，根據監管規則要求與公司自有資產分開管有，而所有該等款項、證券或其他財產不應作為公司破產或清盤時變成公司資產的一部份，而均需在委派了公司業務及財產管理的臨時清盤官或類似的主任后立即發回給客戶。

20.7 公司從客戶或其他人士（包括結算所）所收取的任何款項、認可的債務證券或認可證券，均須根據操守準則附表 3 第 7 至 12 段指明之方式持有，及客戶授權公司可以按照操守準則附表 3 第 14 至 15 段所指明的方式，運用任何該等款項、或認可的債務證券或認可證券。公司尤其可以將該等款項、認可的債務證券或認可證券用於履行公司就其代表客戶進行期貨合約及/或期權合約買賣交易所或附帶之情況而對任何人產生的責任。

20.8 客戶能否享有對其持有在公司於某結算所開立的綜合帳戶內資產的權利，可能取決於公司能否向結算所履行其責任，而公司能否履行其責任可能進一步取決於公司的其他客戶能否向公司履行他們的責任，儘管客戶並無違反其對公司負有的責任。

20.8.1 儘管有上述規定，客戶確認、對於公司在任何結算所維持的任何戶口，不論該等戶口是否完全或部份為了公司代表客戶進行期貨合約及/或期權合約買賣交易而維持，亦不論客戶所支付或存放的款項、認可的債務證券或認可證券是否已支付或存放於結算所，該戶口屬於公司與結算所之間的戶口，公司是以主事人身份操作該戶口，因此該戶口並不附有任何以客戶為受益人的信託或其他衡平法權益，而支付予或存放於結算所的款項、認可的債務證券及認可證券亦因此不受以上第 20.6 段所提述的信託所制約。

20.9 公司有完全酌情權選擇一個或多個執行/結算代理人，並於執行/結算代理人處不時開立及維持一個或多個帳戶，以代理客戶執行交易或清算，除公司向客戶特別做出聲明外，該等帳戶將以綜合帳戶形式開立及維持。客戶能否享有在公司於該等帳戶內資產的權利，可能取決於公司、公司的其他客戶、該執行或結算代理人或其代理人，以及和該執行或結算代理人或其他代理人的其他客戶能否向他們的對手方履行其責任，儘管客戶並無違反其對公司負有的責任。

20.10 如持有客戶資產的執行或結算代理人違責，公司的責任僅限於公司從該等執行或結算代理人就該客戶資產收回的淨額。除該等收回款項外，公司沒有責任額外支付或交付任何其他款項、資產或物件。因此公司亦不會對任何差額附上債務責任。客戶或任何其他人士均不可就追討差額向公司採取進一步行動。在本條中，“差額”一詞指執行或結算代理人持有客戶資產的價值和公司收款款項的差價。

20.11 客戶承認公司作為期交所及其他市場參與者，受到期交所及其他市場規則所約束。部分規則可詳見附表 5 之“香港期貨交易所附加條款”。

20.12 若客戶是《打擊洗錢及恐怖份子資金籌集（金融機構）條例》（「反洗黑錢條例」）附表 2 第 2 部第 4 分部下第 18(3) 條（第 18(3)(b) 條除外）所指明的中介人（「指明中介人」）並代表其一位或多位客戶（不論以全權或非全權委託為基準）或為與其一位或多位客戶的一項或多項交易而運作及管理帳戶，客戶（為免混淆，於本 20.12 條款稱為「中介人」）承諾以下條款：

20.12.1 中介人確認其為指明中介人；

20.12.2 就中介人的每一位客戶（帳戶乃代表該（等）客戶或為與其（等）的一項或多項交易而運作及管理的），中介人同意擔任公司的中介人代公司執行反洗黑錢條例以及證監會不時發佈的適用監管要求所述的客戶盡職審查措施。並且，除非公司另以書面同意，中介人將代公司執行所有前述的客戶盡職審查措施；

20.12.3 中介人將應要求沒有延誤地向公司提供中介人在代公司執行上述客戶盡職審查措施時取得的任何文件的複本或取得的任何數據或資料的紀錄；

20.12.4 就每一項為帳戶執行的交易，若公司於該交易完成的日期起計的 6 年期間（不論任何有關業務關係（定義見反洗黑錢條例附表 2 第 1 部第 1(1) 條）是否在該段期間內終止）或不時由證監會所規定並公司已通知中介人的較長期間內提出要求，則中介人須在接獲該要求後，在合理地切實可行的最快時間內，儘快向公司提供中介人在代公司執行上述客戶盡職審查措施時取得的任何文件的複本或取得的任何數據或資料的紀錄；

20.12.5 就中介人的每一位客戶（帳戶乃代表該（等）客戶或為與其（等）的一項或多項交易而運作及管理的），若公司於(i)與該客戶的業務關係繼續期間內或在自有關業務關係終止的日期起計的 6 年期間內或(ii)不時由證監會所規定並公司已通知中介人的較長期間內提出要求，則中介人須在接獲該要求後，在合理地切實可行的最快時間內，儘快向公司提供中介人在代公司執行上述客戶盡職審查措施時取得的任何文件的複本或取得的任何數據或資料的紀錄；

20.12.6 就每一項為帳戶執行的交易或就中介人的每一位客戶（帳戶乃代表該（等）客戶或為與其（等）的一項或多項交易而運作及管理的），中介人應於仍與任何有關客戶的業務關係存續期間（不論任何其他有關客戶的業務關係已終止亦然）及在自有關業務關係或最後一個有關業務關係（若多於一名客戶）終止的日期起計的 6 年期間內備存本第 20.12 條款以上段落所提及的所有文件、紀錄、數據及資料。若證監會規定一段較長期間，即所有該等文件、紀錄、數據及資料須於該不時由公司通知中介人的較長時間內被中介人備存。同時，中介人必須按反洗黑錢條例備存所有該等文件、紀錄、數據及資料；

20.12.7 若中介人將結業或不欲繼續作公司的中介人為公司執行上述的客戶盡職審查措施，中介人須事先給予公司 60 天書面通知，並且沒有延誤地向公司提供本第 20.12 條款以上段落所提及的所有文件、紀錄、數據及資料；

20.12.8 若公司終止其委任中介人作其中介人就任何中介人的一個或多個客戶代公司執行上述客戶盡職審查措施，中介人須立即向公司提供於本第 20.12 條款以上段落所提及並有關該（等）客戶的所有文件、紀錄、數據及資料；

20.12.9 除了遵守反洗黑錢條例的規定及由證監會所發出的監管要求外，中介人亦須遵守關於中介人代公司執行上述客戶盡職審查措施及／或本第 20.12 條款以上段落所提及的任何文件、紀錄、數據及／或資料及／或其（等）的備存之任何其他法律或監管的要求；

20.12.10 若反洗黑錢條例中或證監會不時發出的監管要求中關於中介人代公司執行上述的客戶盡職審查措施及／或本第 20.12 條款以上段落所提及的任何文件、紀錄、數據及／或資料及／或備存任何該等文件、紀錄、數據及／或資料之條文）未有明文收納於本協議，則該等條文以提述方式收納於本協議內，並凌駕本第 22.17 條款的其他條文。儘管本協議或任何其他文件有任何規定，中介人須遵守關於代公司執行上述客戶盡職審查措施的所有法律及監管要求（及其等不時的修訂本）（包括但不限於相關的備存紀錄的要求），但前述並沒有以任何方式影響反洗黑錢條例附表 2 第 2 部第 4 分部下第 18(2)條所述之公司的任何責任；及

20.12.11 於本第 20.12 條款，(i)凡未有詮釋之文字，應具有按反洗黑錢條例或證監會不時發出的適用監管要求中的定義，除非文意另有所指；及(ii)證監會不時發出的監管要求包括（但不限於）打擊洗錢及恐怖份子資金籌集指引中的要求。

20.13 在不影響以上第 20.12 條的情況下，公司有完全酌情權酌情權可採取或不採取任何其認為為遵守適用的法律及合規規則而應適當採取的行動（「合規行動」），包括預防洗錢、恐怖份子融資或者其他犯罪，或防止向可能受制裁的任何人士或實體（每一個人士或實體被稱為「受制裁方」）提供金融及其他服務。該等合規行動可能包括但不限於：

20.13.1 以合規行動為理由或因合規行動所致，或若與任何相關交易有關的任何人士或實體為受制裁方，否決申請或拒絕處理或進行本協議項下擬進行的任何交易，或拒絕履行有關本協議項下擬進行的任何交易的付款；

20.13.2（如公司意識到向客戶或應客戶要求作出的任何付款違反合規規則）立即從客戶處收回該等款項，不論任何其他與客戶簽訂的相反的協議亦然；

20.13.3 截取及調查任何支付信息和其他發予客戶或由客戶發送或通過公司的系統代表客戶發送的信息或通訊；

20.13.4 進一步調查可能為受制裁方的名稱是否實際上為該受制裁方。公司將不會承擔客戶或任何一方因以下原因而承擔的任何損失（無論是直接的、間接的或後果性的損失，包括但不限於利潤損失或利息損失）或任何損害：

a) 在處理任何付款信息或其他信息或通訊或任何來自客戶的要求時，或在履行其職責或與任何交易有關的其他義務時，由於任何合規行動全部或部分引致公司的延遲或未能履行；

b) 公司行使本節項下其權利或根據本節採取或不採取任何行動。在本節中：

「適用法律」是指公司經營所在的任何地方或司法管轄區域的法律規定或該等適用於公司的法律規定；

「合規規則」是指適用於公司的有關監管機構或行業組織的所有法規、制裁制度、國際指引或程序或規則。

## 21. 合約（第三者權利）條例

除任何集團成員和其各自的任何高級管理人員、員工或代理（「合資格第三者」）以外，非本協議訂約方的任何人士不得享有《合約（第三者權利）條例》（香港法律第 623 章）下的任何權利，以強制執行本協議的任何條款。儘管本協議或《合約（第三者權利）條例》有任何相反的規定：

21.1 本協議的訂約方可在未經任何合資格第三者同意的情況下，終止、撤銷或同意本協議下的任何修改、豁免或和解；及

21.2 在未首先獲得為本協議訂約方的集團旗下相關持牌公司或公司事先書面同意的情況下，非本協議訂約方的任何合資格第三者不可強制執行本條款下的任何權利。

## 22. 終止

22.1 本協議的任何一方可在任何時候向另一方給予不少於三個營業日的終止協議事先通知。若客戶向公司提出終止協定的通知，客戶必須與公司確認所有的合約已平倉或已交收及／或有關的交付已完成及所有該等責任已被徹底解除，並且帳戶內沒有結餘的前提下，客戶簽署《銷戶確認書》，方可終止本協議。

22.2 如果客戶自從帳戶最後一次的合約交易起計已超過三年，公司有權酌情決定發出書面通知客戶終止本協議。

22.3 本協議的終止並不影響客戶在本協議下所作的擔保、聲明、承擔及賠償保證，該等保證、聲明、承擔及賠償保證在本協議終止後一概維持有效。

## 23. 管轄法律

23.1 本協議受香港法律管轄，並須按香港法律解釋，客戶不可撤銷地服從香港法院的非專屬性管轄權。

23.2 客戶同意本協議及其所有附屬條款將對客戶本身，以及其繼承人，遺產管理人，遺產執行人和代理人，繼任人和承讓人具有法律約束力。公司根據有關法律，規則和條例所採取的所有行為都將對客戶具有法律約束力。客戶在期貨/期權合約交易中不能違反其應遵守的任何法律，法規或規定。

23.3 若本協議任何條款與現行或將來任何法律，證監會或任何對本協議的標的事項有管轄權的主管機構的規則和條例相抵觸，該些條款將被視為已根據有關法律，規則和條例刪除或修改。而本協定的其他部分繼續有效。

## 電子服務說明

本電子服務說明為補充其依附的並為公司與客戶簽訂的客戶協議，藉此公司同意向客戶提供電子服務，使客戶能夠透過公司所提供的電子交易設施（包括但不限於通過電腦、移動電話及其他移動設備等設備登錄公司交易系統終端），發出電子指示並獲取報價和其他資訊（“電子服務”）。如客戶協議與本電子服務說明之條款有任何衝突，以後者之條款為準。

### 1. 釋義

1.1 本電子服務說明中的術語之含義與客戶協議所界定者相同，另有特別聲明者除外。

1.2 下列用語，除文意另有所指外，將作如下解釋：

“登入號碼”是指識別客戶身份的名稱，須配合密碼一起使用以接達有關電子服務；

“資訊”是指任何交易或市場的資料、買入及賣出價、新聞報導、第三者分析員的報告，研究和其他資訊；“密碼”是指客戶的登入電子交易系統之密碼，該等密碼須配合登入號碼一起使用以接達有關電子服務；

1.3 客戶協議中提及的“客戶指示”將被視為包括通過電子服務發出的電子指示。如有關電子指示是由客戶授權人士發出，則本附表 1 除依據規管規則或合理性判斷僅對客戶生效的條款外，其他條款對客戶授權人士具有同等約束力。

### 2. 電子服務的使用

2.1 當公司向客戶發出登入號碼和密碼時，電子服務將被啟動，同時公司將向客戶發出相應通知。

2.2 公司有權要求客戶按公司不時的通知，在執行其任何指示前存入現金。

2.3 客戶同意：

2.3.1 將只按照本電子服務說明、客戶協議及公司不時提供給客戶的用戶指南所規定的各種指示和程序使用電子服務；

2.3.2 客戶本人是電子服務的唯一獲授權用戶，客戶不得將該電子服務授權任何第三方使用，除非客戶已就該等授權依據客戶協議規定向公司做出披露；

2.3.3 客戶應對其登入號碼和密碼的保密及使用承擔責任；

2.3.4 客戶應對利用登入號碼和密碼而透過電子服務所輸入的所有指示完全負責，公司收到的任何該等指示將被視為由客戶於公司收到的時間及以收到的形式發出；

2.3.5 如果發現登入號碼或密碼有任何遺失、被竊或未經授權使用，應立即通知公司；

2.3.6 如果錯誤的登入號碼和密碼被輸入超過五次，公司有權暫停提供電子服務；

2.3.7 向公司提供客戶指定的電子郵件地址，及立即通知公司有關客戶指定的電子郵件地址的任何改動；並使用客戶指定的電子郵件地址接受公司的電子通訊；

2.3.8 公司有酌情權對可透過電子服務發出的指示之種類及指示之價格範圍予以限制；

2.3.9 如客戶使用公司所提供的電子服務而發生任何訂購費、服務費及/或用戶費，客戶同意支付因公司提供電子服務而產生的該等費用，並授權公司可從客戶的帳戶中扣除該類費用；

2.3.10 客戶應受任何透過電子服務給予公司，並同意公司只通過電子服務來向其提供任何通知、結單、交易確認及其他通訊的同意所約束；及

2.3.11 基於客戶電子服務帳戶安全及防止帳戶信息洩露，客戶在每次電子服務使用完成後，應立即登出電子服務系統。

2.4 客戶通過電子服務發出指示後，應通過電子服務核對所發出的指示是否已被公司正確地確認。

2.5 在不限制上述的概括性原則下，客戶確認並同意，一旦通過電子服務發出指示後，未必能夠予以修改或取消，及指示只有在尚未被公司執行時方有可能進行修改或取消。在這種情況下，公司將盡可能修改或取消指示，但是，儘管公司已確認有關修改或取消指示，也並不能保證該等修改或取消一定會發生。如果該等修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。

2.6 公司亦提供電子交易服務之外的其他途徑以便客戶向公司發出指示。客戶可直接致電公司的交易員發出指示。如果客戶透過公司的電子交易服務聯絡公司時遇到困難，可以使用其他途徑（如電話）與公司聯絡，並通知公司客戶所遇到的困難。

2.7 如客戶同意，“交易通知及結單”和“通知及通訊”可以只由電子服務發出；及此同意可以最初在客戶資料表中標明。由電子服務發送的通知和通訊將被視為已經在傳送時妥善發出。

### 3. 資訊提供

3.1 公司可通過電子服務向客戶傳遞資訊。客戶清楚知悉，該等資訊服務可能來源於交易所、市場及其它傳輸資訊的第三方（統稱為“資訊供應者”）及亦有機會被該等諮詢供應者收取資訊費用。如該等資訊服務為收費服務，客戶同意如客戶通過公司訂購該等資訊服務，客戶同意公司代為收取該等訂購費用及/或公司另行訂明的其他合理費用。

3.2 資訊乃是公司、資訊供應者或其他人士的財產，並受版權法例所保護。客戶應：

3.2.1 在未獲得這些權利擁有人的同意前，不得上載、黏貼、複製或分發任何受版權或其他知識產權（以及公開權和私隱權）所保護的任何資訊、軟件或其他資料；及

3.2.2 不得將資訊或其中的任何部分用於並非其本身用途或並非其本身日常業務之用途。

3.3 客戶同意不會：



- 3.3.1 在未獲得公司和有關資訊供應者的明確書面同意之前，以任何方式複製、再發、傳播、出售、分發、出版、廣播、傳閱或商業利用資訊；
- 3.3.2 將資訊用於任何非法目的；
- 3.4 客戶同意將遵守公司的合理書面要求，以保護資訊供應者及公司各自在資訊和電子服務中的權利。
- 3.5 客戶將遵守公司不時作出的有關允許使用資訊的合理指示。
- 3.6 客戶授權公司可將提供給客戶的電子服務資訊提供給香港聯合交易所資訊服務有限公司(“資訊服務公司”)，從而使公司能夠遵守資訊服務公司與公司簽訂的有關市場資料傳送專線許可證協議。

#### 4. 知識產權

- 4.1 客戶確認電子服務及其所包含的任何軟件乃是公司的財產公司已獲得任何第三方授權的該等第三方財產。客戶保證並承諾，他將不會以任何方式試圖篡改、修改、解編、倒序製造、或以其他任何方法改動該等軟件，亦不會試圖在未經授權下接達電子服務或內裏包含的軟件的任何部份。客戶同意，若客戶在任何時候違反了此保證和承諾，或若公司在任何時候有合理理由懷疑客戶已違反了此保證和承諾，公司將有權終止本電子服務。
- 4.2 客戶確認其通過電子服務取得的諮詢或市場資料可能是第三方專有的資訊或資料。客戶同意，除非事先取得此等權利的擁有人的批准，客戶不會上載、錄製、複製或分發受版權或其他財產權保護的任何資訊、軟體或其他材料。

#### 5. 責任和賠償的限制

- 5.1 公司已指定專人管理電子服務及有關係統的安全性及穩定性，以確保客戶能有效地使用電子服務，惟公司、其業務代理、以及資訊供應者對由於難以合理控制的情況而使客戶遭受的任何損失、開支、費用或責任概不負責，這些情況包括(但不限於)：
- 5.1.1 通過不受公司控制的電話、電子或其他系統與公司進行通訊往來的延誤、失靈或不準確；
- 5.1.2 資訊供應者所提供的股市研究、分析、市場資料以及其他資訊的延誤、不準確、遺漏或缺乏；
- 5.1.3 未經授權下進入通訊系統，包括未經授權下使用客戶的接入號碼，密碼，和/或帳戶號碼；及
- 5.1.4 戰爭或軍事行動、政府的限制、勞資糾紛或任何市場或交易所的正常交易被關閉或中斷、惡劣的天氣情況及天災。
- 5.2 客戶同意，如客戶違反了《客戶協議》(包括本電子服務說明)、適用的期貨法例或規例、或任何第三方的權利，包括(但不限於)對任何版權的侵犯、對任何知識產權的侵犯以及對任何私隱權的侵犯，而使公司、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支和費用(包括但不限於律師費)，客戶將就此對其作出賠償，及保證公司、其業務代理及資訊供應者不會因此而招致任何損失。即使終止本電子服務，客戶在此的責任將仍然有效。
- 5.3 客戶接受，儘管公司將盡力確保所提供的資訊的準確性和可靠性，公司並不能絕對保證這些資訊準確和可靠，及對於資訊出現任何不準確或遺漏而導致客戶遭受的任何損失或損害，公司概不承擔責任(無論是在民事過失、合約或其他法律上)。

#### 6. 電子服務之終止

- 6.1 公司保留權利，並有酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的登入號碼、密碼、和/或帳戶號碼、違反本電子服務說明或《客戶協議》、公司未能繼續從任何資訊供應者獲得任何資訊、或公司與資訊供應者之間的一個或多個協議被終止，終止客戶接達電子服務或其任何部分。
- 6.2 若公司終止電子服務，資訊供應者及公司將無需向客戶承擔任何責任。然而，若是在無任何理由下終止服務，公司酌情向客戶退還其已為電子服務而支付，但由終止服務日期起計尚未使用那一部分的費用。

#### 7. 風險披露

- 7.1 如果客戶透過電子服務進行買賣，客戶便須承受該電子服務系統帶來的風險，及承擔由此可能帶來的後果及損失。
- 7.2 使用電子服務系統需要客戶具備一定的交易基礎，使用前需熟悉電子服務系統的功能和操作方法，並具備相應安全且符合系統運作要求的電子交易設備和網路通訊工具。
- 7.3 客戶使用的電子服務系統軟件必須在公司的官方網站上自助下載，或通過公司公佈的公開諮詢路徑獲取，使用其他的途徑獲得的軟件，由此產生的後果由客戶自行承擔。
- 7.4 客戶通過電子服務系統發出的指令，只要使用的用戶名、密碼及二次驗證通過系統驗證，所有指示均視同客戶本人的指令。
- 7.5 客戶通過電子服務系統發出的指令以公司電子服務系統接獲的指令為準，並須經公司審核後方可入市交易。
- 7.6 客戶通過電子服務系統發出的指令應符合公司、各交易所、監管部門的相關規定要求，不得進行違規交易，公司有權拒絕接受違反上述規則之交易指令。電子服務系統不能作除本帳戶期貨交易以外的其他用途，不得利用該系統進行違法違規和損害公司利益的活動，否則公司有權隨時關閉電子服務系統的使用權限，並追究相關責任。
- 7.7 公司保留由於系統改造、升級、調整時臨時或永久關閉電子服務系統的權利。
- 7.8 當客戶使用電子服務期間出現以下情形時，公司有權關閉或限制電子服務系統的使用權限：
- 7.8.1 客戶在公司的期貨期權帳戶休眠、銷戶或提供不實開戶資訊等；
- 7.8.2 涉嫌違規交易或者異常交易等。



7.9 當電子服務系統出現故障時，在切實可行的情形下，客戶可以人工電話委託作為備份應急交易途徑，此等情況下公司不承擔由此造成的延誤和損失。

7.10 由於指令的特殊性和複雜性，電子服務系統可能存在的特殊風險包括但不限於：

7.10.1 電子服務系統程序在投資者的電子交易設施（包括但不限於電腦、移動電話及其他設備）上執行，電子交易設施的故障或互聯網故障引起的行情中斷和錯誤，都可能會造成無法下達委託、委託失敗或下達錯誤的交易指令；特殊條件單指令（即價格滿足條件時自動下單）無法被有效觸發或者被錯誤觸發；投資者的電子交易設施設備以及網路與電子服務系統不相匹配，會造成無法下達委託或委託失敗；

7.10.2 如果報單出現“已發送”“已受理”（即報單正在途中或回報正在途）、“待撤”（即撤單正在途）等異常狀態，在當日交易時間內可能無法解決，客戶可以通過人工電話向公司反映此等情況，公司會協助客戶確認異常狀態的委託單，但公司不承擔在此期間所造成的損失；

7.10.3 電子服務系統的指令類型，由於指令的複雜性，或由於理解錯誤，或因操作不當，或系統原因可能導致無法按照客戶真實意願和計畫執行指令或達到執行目的。因此客戶須審慎應用，並持續保持對所有指令的關注並及時核對，但由此造成的損失公司不承擔責任。

7.11 為避免交割的風險，公司有權在首次通知日或最後交易日前關閉電子服務系統中臨近交割合約的自助下單功能，但客戶仍可以採用人工電話委託作為交易途徑，此等情況下公司不承擔由此造成的延誤和損失。客戶可通過公司網站查看此等安排的詳細情況。

7.12 客戶要知曉使用電子服務系統用戶名和密碼的重要性，在接獲系統的初始密碼後需立即修改，需定期不定期的調整密碼，以免被盜用。如有遺失、被盜需立即向公司書面報告申請修改或關閉，但由此造成的損失公司不承擔責任。

7.13 由於未可預計的交通擠塞和其他原因，電子服務可能並不可靠的，及存在通過電子服務進行的交易在傳輸和接收客戶的指示或其他資訊過程中可能會被耽誤、延遲執行客戶的指示或有關指示以有別於客戶發出指示時的市價執行、指示在傳輸時被中斷或停頓等風險。在通訊過程中也存在誤解或錯誤的風險，以及在發出了指示後，通常也不一定可以取消。由於此類中斷、耽誤或被第三方進入而使客戶遭受的任何損失，公司概不承擔責任。如果客戶不準備接受此類中斷或耽誤引致的風險，客戶不應透過電子服務來作出任何指示；

7.14 由於任何交易所的交易規則限制可能導致客戶通過電子交易發出的買賣盤指令在未有任何通知的情況下而無法執行，由此產生的損失需由客戶承受；及

7.15 通過電子服務向客戶提供的市場資料和其他資訊可能是公司從第三者獲得的。雖然公司相信這些資料和資訊是可靠的，但公司或該等第三者都不會保證這些資料和資訊的準確性、完整性和即時性。

## 8. 一般事項

8.1 倘若發生任何爭議，客戶同意以公司的記錄（包括電子記錄）為準。

8.2 公司可不時修改本電子服務說明之條款，並會以書面方式或透過電子服務向客戶發出合理通知。

8.3 若客戶在電子服務交易時段中遇到緊急問題，請及時撥打公司的交易熱線：852-35203313。

## 9. 其他事項

9.1 本附表作為公司與客戶雙方簽訂《客戶協議》的附屬文件，與《客戶協議》具有同等法律效力，如《客戶協議》與本附屬文件的條款有任何衝突，除非為公司與客戶不時訂明之附加協議外，以本附件為準。其未盡事宜，參照《客戶協議》執行。

9.2 本附表如有修改和變更，須經公司與客戶雙方協商解決。如公司與客戶雙方簽訂的《客戶協議》終止，則本協議視為自動終止，無須通知對方。

## LME 電子交易須知

### 1. 釋義

除非另有說明，在本協議中，以下辭彙具有下列含義：

“LME”是 London Metal Exchange 的縮寫，即倫敦金屬交易所；

“調期”是指同時買入及賣出相同手數同一 LME 產品不同到期日的期貨合約，以實現同一 LME 產品不同到期日的多頭及空頭期貨合約的平倉。

### 2. 到期日的說明

2.1 公司為客戶提供通過 LME 電子平台交易的 LME 標準三個月合約「下文簡稱“合約”」，即合約到期日為交易日起計三個月。

2.2 一般而言，若三個月後的當天恰逢星期六，則到期日通常前移一日至星期五；若三個月後的當天恰逢星期日，則到期日通常後延一日至星期一。如合約到期日逢英國銀行假期或每月的最後一天，合約到期日可能另有安排。因此，不同合約到期日有可能相同。具體合約到期日應以 LME 公佈的信息為準。

### 3. 平倉的處理

3.1 若客戶買入及賣出同一 LME 產品相同數量相同到期日的合約時，相關倉位將會作被自動平倉處理，客戶無需作任何行動。

3.2 若客戶買入及賣出同一 LME 產品相同數量但不同到期日的合約時，相關倉位將會以多頭及空頭持倉方式存在於客戶帳戶中，或稱為對鎖。客戶若要平倉同一 LME 產品不同到期日的多頭及空頭持倉合約，須致電至公司交易室作出調期指示，告知需調期指定合約的產品、具體到期日、手數、頭寸方向、LME 電子盤成交價格及其他特別指示（若有）。

3.3 不同到期日的合約之間可能存在價差，即升貼水。根據市場狀況及客戶持倉情況，調期后客戶可能因升貼水而收到或須支付一定金額的款項。若客戶在調期指示時未作出特別指示，交易室將根據即時市場升貼水為客戶進行調期處理。

3.4 公司交易室進行調期處理時間為倫敦時間早上 08:00 至下午 04:00（即夏令時北京時間下午 03:00 至次日凌晨 23:00，冬令時北京時間下午 04:00 至次日凌晨 00:00）。

### 4. 調期的手續費

4.1 如調期所涉及的兩份合約中，其中一份合約為當天交易的三個月合約，該筆調期將不收取手續費。

4.2 如調期所涉及的兩份合約中，合約的到期日相差在 14 個自然日之內(包括 14 天)，該筆調期將不收取手續費。

4.3 如調期所涉及的兩份合約中，合約的到期日相差超過 14 個自然日，該筆調期將收取手續費，金額數值等同於到期日相對遠期的合約的交易手續費。

4.4 除手續費外，每筆調期均需收取固定金額的 LME 用戶費用，或稱通道費。具體金額數值由公司根據 LME 通告決定並不時公佈於公司網站。

4.5 手續費及通道費收取標準由公司決定並不時更改。

### 5. 保證金的收取

LME 合約保證金按淨額保證金方法計算。客戶帳戶上如持有同一 LME 產品不同到期日的多頭及空頭持倉，則其中對鎖之倉位將按有關產品的保證金標準的一定比例收取減少的保證金，具體比率由公司決定並可能不時更改；其餘淨多頭或空頭持倉將按有關產品的保證金標準收取全額保證金。

### 6. LME 結算特點

6.1 LME 合約平倉後，平倉明細將載於客戶帳單中的“未到期平倉明細”欄，直至有關合約到期日當天。

6.2 LME 合約平倉後若有盈利，該部分盈利直至到期日當天結算後方可出金。

### 7. LME 合約交割

7.1 客戶如需要進行 LME 合約交割，應向公司提出申請，公司接受客戶申請后將為客戶提供 LME 合約交割服務。

7.2 一般而言，客戶必須於其所持倉位到期日至少三個交易日前將有關合約進行對沖平倉，否則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客戶將有關合約平倉，平倉中產生的風險及費用須由客戶自行承擔。

7.3 若客戶為公司且欲交割 LME 合約多頭，客戶必須於其所持倉位到期日至少三個交易日前書面通知公司并存入足夠款項，以便能夠根據 LME 之規則辦理交收手續。

7.4 若客戶為公司且欲交割 LME 合約空頭，客戶必須於其所持倉位到期日至少三個交易日前書面通知公司並將其持有之倉單轉移至公司名下，以便能夠根據 LME 之規則辦理交收手續。

### 8. 電子交易風險披露

如果客戶透過電子服務進行買賣，客戶便須承受電子服務系統帶來的風險。請仔細閱讀《客戶協議》中有關《電子服務說明》的內容，並且接受該協議書約束。若客戶在交易時段中遇到緊急問題，請及時撥打公司的交易熱線：852-35203313。

### 9. 免責聲明

本交易須知並非《客戶協議》的一部分，如以上資料出現任何不準確或遺漏而導致客戶任何損失或損害，公司概不承擔任何責任。

## 期權交易須知

### 1. 釋義

1.1 期權按交割時間可分為美式期權和歐式期權，客戶需注意所交易之期權類型，避免因期權類型不同所導致的交割風險。

1.1.1 美式期權：在期權合約規定的有效期內任何時候都可以行使權利。

1.1.2 歐式期權：在期權合約規定的到期日方可行使權利，期權買方在合約到期日之前不能行使權利。

1.2 期權按執行價格與標的物市價的關係可分為實值期權、平值期權和虛值期權。

1.2.1 實值期權：是指執行價格低於當時標的物市場價格的看漲期權或執行價格高於當時標的物市場價格的看跌期權。當看漲期權的執行價格遠低於標的物的市場價格及看跌期權的執行價格遠高於標的物的市場價格時，該期權稱為極度實值期權。

1.2.2 平值期權：是指執行價格等於標的物的市場價格的期權。

1.2.3 虛值期權：是指執行價格高於當時標的物市場價格的看漲期權或執行價格低於當時標的物市場價格的看跌期權。當看漲期權的執行價格遠高於標的物的市場價格及看跌期權的執行價格遠低於標的物的市場價格時，該期權稱為極度虛值期權。

### 2. 期權交易風險

2.1 期權交易的風險非常高。客戶不論是買入或賣出期權，均應先瞭解客戶打算買賣的期權類別(即看漲期權或看跌期權)以及相關的風險。客戶應計入權利金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

2.2 客戶如買入期權可選擇對沖或行使期權或任由期權到期。如果客戶選擇行使期權，便必須進行現金交收或購入或交付相關的期權標的資產。如所買入的期權在到期時已無任何價值，客戶將損失所有買入該期權時的投資金額，當中包括所有的權利金及交易費用。假如客戶擬買入極度虛值期權，應註意客戶可以從這類期權獲利的機會極微。

2.3 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權利金，但亦可能會承受遠高於該筆權利金的損失。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期權標的資產。若期權賣方持有相應數量的相關期權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。

### 3. 期權行權方式

期權買方有行權的權利而非義務，買方如要求行權，可通過交易熱線或服務熱線致電公司交易室提出行權指令，如行權指令成功執行，客戶可於第二個交易日交易結單內查詢。期權賣方有行權的義務而非權利，交易所有權執行期權匹配。賣方期權持有者頭寸被交易所匹配行權的情況，公司交易室將通過電話、系統消息或其他有效方式通知客戶，客戶可於第二個交易日交易結單內查詢。

### 4. LME 期權特殊交易限制

4.1 LME 期權只能通過電話報單的方式進行交易。電話報單接受時間為倫敦時間早上 08:00 至下午 04:00（即夏令時北京時間下午 03:00 至晚間 11:00，冬令時北京時間下午 04:00 至次日凌晨 00:00）。

4.2 客戶交易 LME 期權時，應註意 LME 期權有最低交易手數限制，且僅支持歐式期權。

### 5. 保證金的收取

5.1 若客戶買入期權，毋需繳付保證金；若客戶賣出期權，必須繳納保證金。

5.2 公司有權根據公司風險控制需要不時修訂期權保證金計算方式及保證金收取標準，並將以公告、通知的方式予以發佈。

### 6. 期權合約交割

期權合約分為實物交割和現金交割，詳情請見合約細則。實物交割後會獲得相應期貨頭寸，若需要交割請客戶提前告知，若客戶無需交割則必須於倉位到期日前一個交易日進行對沖，若公司在倉位到期日前一個交易日未收到客戶的交割通知且客戶未進行對沖處理，公司有權對客戶的帳戶進行處理，以避免客戶的合約進行交割，產生的風險及費用由客戶自行承擔。

### 7. 到期日的處理

7.1 對於到期日期貨期權合約，實值期權是指看漲期權的執行價格小於相應期貨合約結算價的期權，或看跌期權執行價格高於相應期貨合約結算價的期權。

7.2 執行價區間：對於 LME 期權執行價格在 25 美元至 9,975 美元之間時，一個差值為 25 美元；執行價格在 10,000 美元至 19,950 美元之間時，一個差值為 50 美元；執行價格在 20,000 美元時，一個差值為 100 美元。

7.3 客戶須註意，對於其他期權項下平值期權在到期日後會自動消滅，部分期權合約行權規則可能允許客戶提出行權指示，詳情須客戶請致電我司諮詢。

### 8. 行權匹配機制

如存在多個符合交易所要求的期權賣方頭寸，行權將根據時間優先（先賣先行權）的機制來匹配該行使價的期權。

### 9. 期權權利金

買入期權需交付全額權利金，權利金於交易發生時直接從客戶權益中扣除；賣出期權會收到權利金，權利金於交易發生時直接加入客戶權益，但權利金不適用於電子盤於開倉，亦不能出金。

#### 10. 電子交易風險披露

如果客戶透過電子服務進行買賣，客戶便須承受電子交易系統帶來的風險。請仔細閱讀《客戶協議》中附表 1 有關《電子服務說明》的內容，並且接受該協議書約束。

#### 11. 免責聲明

本交易須知並非《客戶協議》的一部分，如以上資料出現任何不準確或遺漏而導致客戶任何損失或損害，公司概不承擔任何責任。

## 風險披露聲明

根據香港證監會持牌人或註冊人操守準則第 6 條關於客戶協議內容的規例發表的風險披露聲明。

本聲明書只扼要敘述買賣期貨及期權的風險，並不盡錄與此相關的所有風險和其他重要事項。客戶在進行交易前，必須先瞭解合約性質(及合約關係)以及其中所涉及的風險。期貨及期權買賣並非適合每一位投資者，客戶宜因應本身之投資經驗、投資目標、財政資源及其他相關條件，謹慎衡量自己是否適合參與買賣。

### 期貨及期權交易的風險

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

### 在香港以外地方收取或持有的客戶資產的風險

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。

### 提供代存郵件或將郵件轉交第三方的授權書的風險

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

### 保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於公司作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為你的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

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

### 期貨

#### 1. “槓杆”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“槓杆”作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓杆作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉位而向相關企業存入的額外金額。如果市況不利客戶所持倉或保證金水準提高，客戶會遭追收保證金，須在短時間內存入額外資金以維持本身倉位。假如客戶未有在指定時間內繳付額外的資金，客戶可能會被迫在虧損情況下平倉，而所有因此出現的短欠數額一概由客戶承擔。

#### 2. 減低風險交易指示或投資策略

即使客戶採用某些旨在預設虧損限額的交易指示(如“市價止損”或“限價止損”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”等套利組合，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。

### 期權

#### 3. 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。客戶應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權的投資者可選擇沖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位，並附帶相關的保證金責任(參閱上文“期貨”

一節)。如所購入的期權在到期時已無任何價值，客戶將損失所有投資金額，當中包括所有的權利金及交易費用。假如客戶擬購入極價外期權，應注意客戶可以從這類期權獲利的機會極微。

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權利金，但亦可能會承受遠高於該筆權利金的損失。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權利金。儘管如此，買方最終仍須承受損失權利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權利金。

#### 期貨及期權的其他常見風險

##### 4. 合約的條款及細則

客戶可以向替客戶進行交易的企業查詢所買賣的有關期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下客戶或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。公司並不承擔由於客戶未知的規則所可能造成的交易虧蝕的責任。

##### 5. 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平掉/抵銷倉盤。如果客戶賣出期權後遇到這種情況，客戶須承受的虧損風險可能會增加。此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂“公平價格”。

##### 6. 存放的現金及財產

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

##### 7. 佣金及其他收費

在開始交易之前，客戶先要清楚瞭解客戶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客戶可獲得的淨利潤(如有)或增加客戶的虧損。

##### 8. 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聯系的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，客戶應先行查明有關客戶將進行的該項交易的所有規則。客戶本身所在地的監管機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑒於此，在進行交易之前，客戶應先向有關商號查詢客戶本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

##### 9. 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(不論交易是否在客戶本身所在的司法管轄區或其他地區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

##### 10. 交易設施

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

##### 11. 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。如果客戶透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關係統硬件或軟件可能會失靈的風險。系統失靈可能會導致客戶的交易指示不能根據指示執行，甚或完全不獲執行。

##### 12. 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。為客戶進行交易的商號可能是客戶所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、厘定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，客戶在進行該等交易前，應先瞭解適用的規則和有關的風險。

##### 13. 虛擬資產期貨合約

就虛擬資產期貨合約而言，除本附表上述披露的有關期貨合約的風險外，還涉及如下風險：(a) 相關虛擬資產涉及的風險(例如流通性不足、價格高度波動及潛在的市場操縱行為)可能會因相關虛擬資產的投機性質和期貨合約固有的槓桿作用而加劇；及(b) 由於相關虛擬資產難以估值，因此為投資者在對虛擬資產期貨合約進行可靠估值方面帶來重大挑戰。

##### 14. 其他事項

本附表作為公司與客戶雙方簽訂《客戶協議》的附屬文件，與《客戶協議》具有同等法律效力，其未盡事宜，參照《客戶協議》執行。

本附表如有修改和變更，須經公司與客戶雙方協商解決。如公司與客戶雙方簽訂的《客戶協議》終止，則本協議視為自動終止，無須通知對方。



## 香港期貨交易所附加條款

### 第一部 香港期貨交易所免責聲明

根據由香港期貨交易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。

#### 期貨合約

恒指服務有限公司(“HSI”)現時推出、制訂及計算一系列的股市指數以及可能不時按照恒生訊息服務有限公司(“HSDS”)之要求推出、制訂及計算其他股市指數(總稱“恒指系列”)。恒指系列中的各指數之商標、名稱和制訂及計算程序均為 HSDS 之專有資產，產權屬於 HSDS。HSI 以特許權形式授予期交所使用恒生指數及其四個分類指數，恒生中資企業指數及恒生國企指數，用於以該等指數為商品的指數期貨合約的制訂、推廣及交易。HSI 並可能不時以特許權形式授予期交所使用恒指系列中之任何指數於期貨合約(總稱“期貨合約”)。HSI 可能於任何時間在無通知的情況下，更改恒指系列中任何的指數的制訂及計算之基礎與步驟、及其他有關之方程序、成份股和因數。而期交所亦可能於任何時間要求所指定的期貨合約以其他一個或多個指數進行交易及結算。期交所與 HSDS 與 HSI 俱不對任何參加者或其他人士保證或聲稱或擔保恒指系列或其中之指數及有關其制訂和計算或所包含的資料的準確或完整，以上所述之保證聲稱或擔保一概不被提供或被暗示提供。再者，期交所或 HSDS 或 HSI 不會就以下承擔任何責任：就期貨合約使用恒指系列或其中任何指數有關於及/或其買賣交易；HSI 於制訂及計算恒指系列或其中任何指數的任何失準、疏漏、錯誤、延遲、幹擾、暫停、變更或失誤(包括但不限於由疏忽引致的)；任何參與者或其他人士在期貨合約交易中因上述情況直接或間接受到的任何經濟或其他損失。任何參與者或任何人士不得向期交所及/或 HSDS 及/或 HSI 就有關上述在本免責聲明中之各點提出索償或採取法律行動。任何參與者和其他人士在完全明白本免責聲明以及不依賴期交所、HSDS 及或 HSI 的情況下參與期貨合約交易。

#### 期權合約

恒指服務有限公司(“HSI”)現時推出、制訂及計算一系列的股市指數以及可能不時按照恒生訊息服務有限公司(“HSDS”)之要求推出、制訂及計算其他股市指數(總稱“恒指系列”)。恒指系列中的各指數之商標、名稱和制訂及計算程序均為 HSDS 之專有資產，產權屬於 HSDS。HSI 以特許權形式授予期交所使用恒生指數及其四個分類指數，恒生中資企業指數及恒生國企指數，用於以該等指數為商品的指數期權合約的制訂、推廣及交易。HSI 並可能不時以特許權形式授予期交所使用恒指系列中之任何指數於期權合約(總稱“期權合約”)。HSI 可能於任何時間在無通知的情況下，更改恒指系列中任何的指數的制訂及計算之基礎與步驟、及其他有關之方程序、成份股和因數。而期交所亦可能於任何時間要求所指定的期權合約以其他一個或多個指數進行交易及結算。期交所與 HSDS 與 HSI 俱不對任何參與者或其他人士保證或聲稱或擔保恒指系列或其中之指數及有關其制訂和計算或所包含的資料的準確或完整，以上所述之保證聲稱或擔保一概不被提供或被暗示提供。再者，期交所或 HSDS 或 HSI 不會就以下承擔任何責任：就期權合約使用恒指系列或其中任何指數有關於及/或其買賣交易；HSI 於制訂及計算恒指系列或其中任何指數的任何失準、疏漏、錯誤、延遲、幹擾、暫停、變更或失誤(包括但不限於由疏忽引致的)；任何參與者或其他人士在期權合約交易中因上述情況直接或間接受到的任何經濟或其他損失。任何參與者或任何人士不得向期交所及/或 HSDS 及/或 HSI 就有關上述在本免責聲明中之各點提出索償或採取法律行動。任何參與者和其他人士在完全明白本免責聲明以及不依賴期交所、HSDS 及或 HIS 的情況下參與期權合約交易。

#### 期交所

股票指數及其他所有產品經香港期貨交易所有限公司(“期交所”)交易合約為基礎可於交易所不時發展為依據，期交所臺灣指數是期交所發展為第一隻指數，期交所不時發展產品如期交所臺灣指數及其他該類指數或其他所有產品(“期交所指數”)為期交所之財產，每一期交所指數之編制處理及計算是期交所的專有財產及所有，編制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制及計算或任何資料涉及其外，期交所不作任何聲明擔保有關任何期交所指數之發出或默示，另外，期交所沒有責任關於期交所或任何人士或期交所委任人士編制及計算任何期交所指數而用任何期交所指數、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，任何參與者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。公司所提供之金融市場數據、報價、消息、研究及其他資料(包括圖表影像)(“資料”)均為公司、其資料供應商或其認可者之財產，並受到適用之版權法例所保護。此等資料均不得未經公司之事前書面同意而以任何形式複製、傳送、傳播、出售、分發、出版、廣播、傳閱、貯存作其後使用或作任何商業用途。

公司所載之資料乃得自可靠之來源，惟公司、其資料供應商及其認可者並不聲明、保證或承諾此等資料在任何特定用途上俱為準確、完整、及時、可靠或適當。公司、其資料供應商及其認可者並不會對客戶及/或任何第三者負上因使用公司、或倚賴任何公司提供之資料或服務而引致之民事侵權行為責任、合約責任或任何其他責任。公司、其資料供應商及其認可者在任何情況下均不會因任何損失利潤或損失機會、或任何間接、特別、隨之發生的、偶發性或懲罰性損害賠償而對客戶及/或任何第三者承擔責任，即使公司、資料供應商或認可者事前已獲悉此等賠償之可能性。

公司可隨時終止或更改公司所提供之資料、產品或服務，而毋須事先通知客戶。並不包含在任何司法管轄區(包括但不限於美國及英國)作任何期貨、產品或服務之要約或招攬(該等司法管轄區對於期貨、產品或服務的要約或銷售並非獲准或豁免於規例，或受法例禁止)。

## 第二部

### 適用於客戶戶口的持倉限額及申報水準概要

若干由證券及期貨事務監察委員會（證監會）根據《證券及期貨條例》（“該條例”）第 35（1）條制定之《證券及期貨（合約限量及須申報的持倉量）規則》（“該規則”）設定的持倉限額及申報水準將會直接影響客戶的戶口。現將有關限額概要如下。客戶應注意，未能遵守該等限額或作出申報可能會構成該條例之下的刑事罪行。

#### **證監會持倉限額**

根據這些限額，公司及其客戶被禁止在任何一個合約月內進行持有或控制超過某指定數量的未平倉合約，除非有關的持倉超額是根據該規則下為證監會、期交所或香港聯合交易所有限公司（“聯交所”）（視乎情況而定）清楚允許的。

#### **證監會申報水準**

根據這些要求，公司及其客戶被禁止在任何一個合約月內或期滿月持有或控制超過某指定數量的未平倉合約，除非所持有或控制之未平倉合約已根據該規則向期交所、聯交所或其他認可交易所申報。該規則直接適用於客戶。

證監會的持倉限額及申報水準適用於公司本身及直接適用於客戶。即使客戶使用超過一名期交所參與者代其買賣，他仍然須受到證監會的持倉限額及申報水準的約束。因此，如果客戶的持倉超過指定的淨長倉或淨短倉申報水準，客戶須向期交所申報該持倉及其透過每個期交所參與者的持倉。客戶可以向公司索取有關的申報表格樣本。

#### **期交所的大額未平倉持倉量申報程序**

期交所亦在其營辦的若干市場設定大額未平倉持倉限額。尤其是客戶應注意，不論其直接或透過客戶的聯屬人及不論透過一個或以上的期交所參與者持有或控制的未平倉持倉量總額相等於或超過不時由期交所所規定的期貨合約及/或期權合約的數目，則客戶本身須直接向期交所申報，及向期交所提交一份大額未平倉持倉量報告。就期交所規則而言，大額未平倉持倉量是指根據期交所規則第 628 條參與者在某指定之一個期貨合約或某指定市場之期權系列被董事局（釋義見期交所規則）裁定為大額未平倉持倉量之未平倉期貨合約及/或期權合約之數目。此意義與該規則所規定之“須申報的持倉量”之概念相似。客戶可向公司索取有關的申報表格樣本。

有關根據期交所規則而列出期貨合約或期權合約之一些相應持倉限額及申報水準的附表（其為本檔不可分割的一部分及可能在未事先通知的情況下遭不時之更改），請參照香港交易所及結算所有限公司的網頁：

[https://www.hkex.com.hk/Services/Trading/Derivatives/Overview/Trading-Mechanism/Large-Open-Positions-and-Position-Limits?sc\\_lang=zh-HK](https://www.hkex.com.hk/Services/Trading/Derivatives/Overview/Trading-Mechanism/Large-Open-Positions-and-Position-Limits?sc_lang=zh-HK)

#### **其他事項**

本附表作為公司與客戶雙方簽訂《客戶協議》的附屬文件，與《客戶協議》具有同等法律效力，其未盡事宜，參照《客戶協議》執行。

本附表如有修改和變更，須經公司與客戶雙方協商解決。如公司與客戶雙方簽訂的《客戶協議》終止，則本協議視為自動終止，無須通知對方。

## 國際稅務規定

根據《海外帳戶稅收合規法案》（「FATCA」）及香港政府當局與美國政府當局就美國人士納稅合規事宜達成的協議，香港金融機構須向稅務及／或其他政府機關申報客戶的某些資料，並在若干情況下對客戶美國來源的固定、可審定、年度或定期性收入預扣稅款。

香港亦已通過修訂《稅務條例》（香港法例第 50 章）及相關配套設施，落實執行《共同匯報標準條例》，據此，金融機構必須向香港政府當局（例如香港稅務局）申報有關客戶的稅務居民身份的若干資料，以便香港政府當局與若干外地政府當局進行稅務資料交換。

為符合有關 FATCA、《共同匯報標準條例》和其他相關規例的監管規定，公司實施本附件載列的條款和條件，以規管客戶與公司之間的相關權責。

#### 1. 私隱豁免

1.1 客戶不可撤回地授權公司向相關司法管轄區內的合資格監管或政府當局（包括但不限於美國國家稅務局、美國財政部和香港稅務局）披露及／或提交由客戶提供的資料（包括但不限於個人／機構資料），以符合 FATCA、《共同匯報標準條例》和其他相關法規、守則和規則的規定。

1.2 客戶也確認，公司並不一定會將其按照適用法規披露或提交所需資料一事通知客戶，客戶也同意不會要求公司須在其向有關機關披露或提交資料之前或之後向客戶作出上述通知。

#### 2. 提供資料的其他保證

2.1 為符合 FATCA、《共同匯報標準條例》和其他相關法規、守則和規則的規定，客戶承諾及時向公司提供所需資料，包括但不限於客戶在公司不時指定的客戶資料表和相關帳戶開立表格以及相關報稅表上填報的個人／機構資料。

2.2 客戶須確保根據第 2.1 條向公司提供的資料在所有重大方面保持真確、完備及準確，並無誤導成分。

2.3 客戶也承諾，如根據第 2 條向公司提供的任何資料在任何時候更改或變得失實、不完備、不準確或具有誤導成分，客戶將從速（在任何情況下，在 30 天內）通知公司，並向公司提供所需的最新資料。

2.4 如公司要求，客戶須從速（在任何情況下，在 30 天內）向公司提供所需的額外或替代證明文件、表格及其他文件證據，包括但不限於自行證明、期滿失效的報稅表（如有）的替代報稅表、客戶的書面國籍聲明、喪失美國國籍證明書及私隱條例的豁免。

2.5 客戶確認及同意，如客戶未有向公司提供第 2 條要求提供的資料，公司可按其唯一及絕對酌情決定權，根據公司的現有所得資料更改客戶帳戶的 FATCA 或《共同匯報標準條例》狀況、暫停客戶帳戶的交易活動、預扣客戶帳戶內的資產、取消客戶帳戶或出售帳戶內的資產，以產生可預扣稅款。

2.6 公司將遵照《個人資料（私隱）條例》及其他適用資料私隱政策保留及使用客戶的個人／機構資料。

#### 3. 預扣稅款的授權

3.1 客戶授權公司在其按唯一絕對酌情決定權認為出現以下情況時，預扣客戶帳戶內的所有資產或其任何部分（以現金或其他形式持有）或出售帳戶內的資產以產生可預扣稅款：

3.1.1 客戶未能及時向公司提供所要求的資料或文件或客戶所提供的任何資料或文件不是最新，準確或完整的，使得公司無法確保其能持續符合或依從 FATCA 的規定；

3.1.2 客戶的 FATCA 狀況被界定為不合作或不合規海外金融機構；

3.1.3 並無可靠證據可將客戶視為已獲豁免遵守 FATCA 或其他相關規例的預扣稅規定；

3.1.4 相關司法管轄區內的合資格監管或政府當局規定徵收預扣稅；或

3.1.5 為符合 FATCA 及其他相關法規、守則和規則的規定而必須或適宜預扣稅款。

#### 4. 彌償

4.1 客戶同意彌償公司及其董事、管理人員、僱員和代理人（「獲彌償人士」）因以下情況而引致、就以下情況而產生或據此針對獲彌償人士提出的一切損失、法律責任、成本、申索、訴訟、要求或開支（包括但不限於對前述任何情況提出爭議或抗辯而產生的一切合理成本、支出和開支）：

4.1.1 客戶違反或被指違反本附件的任何條款和條件（不論是出於客戶的作為或不作為）；及

4.1.2 客戶及／或客戶帳戶在任何方面不符合 FATCA、《共同匯報標準條例》或任何其他適用法規、守則和指令，但如有關損失或損害賠償是出於獲彌償人士的故意失責、欺詐或疏忽則另作別論。

4.2 客戶承諾對公司為符合 FATCA、《共同匯報標準條例》和其他適用法規、守則和指令的規定而引致或涉及的任何事宜所產生的任何處事程式或調查提供協助。在這情況下，公司如得知出現上述處事程式將通知客戶，除非適用法規禁止則另作別論。

4.3 如客戶根據本條款向獲彌償人士支付的任何款項須扣除或預扣稅項，就該須扣除或預扣稅項的應付款項，客戶應增加該款項至確保，在需要扣除或預扣後，獲彌償人士於到期日收到及保留（就上述扣減，預扣或支付無任何賠償責任）的淨款額相等於獲彌償人士在應或未扣減，預扣或付款前的應收款項。

4.4 儘管客戶不再是帳戶持有人或終止任何帳戶，客戶應繼續受本條款的規定約束。

5. 本附表作為公司與客戶雙方簽訂《客戶協議》的附屬文件，與《客戶協議》具有同等法律效力，其未盡事宜，參照《客戶協議》執行。

## 對於個人資料(私隱)條例的政策指引

公司一直致力為客戶提供最佳之服務。要達到此目的，其中一個途徑就是利用客戶的資料，為客戶提供最適當的途徑，以獲得合適的產品與服務。公司亦相信客戶對其資料的用途甚為關注。保護客戶資料乃是公司一直認真處理的事項。因此，公司訂立了以下守則（為便於行文，下文簡稱“本守則”），矢志承諾對客戶的資料保密，在本守則中，單數之詞語皆包含眾數之意思，反之亦然；個人的用詞包括法團或非屬法團或其他實體；任何性別之詞語皆包含男性、女性及中性之意思：

1. 公司基於為客戶/訪客提供服務之目的將需要依據香港法例第 486 章《個人資料（私隱）條例》的規定通過書面、網站/應用程式等途徑搜集及保管個人資料（“資料”），及客戶/訪客自願同意向公司提供資料。
2. 客戶於公司開立帳戶或持續使用公司服務期間，需不時向公司提供資料，包括個人身份資料（如姓名、年齡、職業、婚姻狀況（如有需求）、電郵信箱地址、電話號碼、個人身份證明（包括身份證明文件及/或其他證明客戶身份的生物特徵數據）、簽署式樣/電子簽署式樣、地址和其他與提供服務相關聯的必要數據、財務狀況資訊、信貸記錄、財富來源、風險承受能力、投資經驗和目標等）、交易記錄、帳戶資金和持倉資料、IP 地址、瀏覽器類型及版本、時區設定、瀏覽器插件類型、操作系統或平台或裝置資料（包括流動裝置的 IMEI 碼、無線網絡及一般網絡資料）等，以作本指引第 7 條所述的用途。客戶訪問本公司網站/應用程式時亦會作記錄，以分析網站/應用程式的訪客人數和一般使用狀況。
3. 客戶通過遠程設備或設施向公司申請或使用本公司服務期間，公司基於識別及驗證客戶身份目的，將不時要求客戶提供生物特徵信息，包括但不限於客戶的指紋、面部信息等，該等信息作為客戶的特別私隱信息，公司將嚴格遵守本守則的條件及條款處理該等信息。
4. 在《個人資料（私隱）條例》下，客戶明白客戶有權拒絕向公司提供資料，惟如客戶未能向公司提供有關資料，可能會導致無法使用公司所提供的服務及設施，包括但不限於開立或延續戶口及建立或延續信貸便利或提供其他金融及投資服務及相關網站及應用程式。
5. 公司在《個人資料（私隱）條例》下訂立了極高的安全標準，以保護客戶的資料不會被誤用或免受未經授權之取覽、更改或破壞。公司內部之間對客戶之資料使用，亦依據嚴格之內部安全標準、保密政策及適用法律，以保護客戶的資料免受未經授權之更改或破壞，公司亦約束僱員完全遵守該等標準、政策及法律。
6. 客戶應知悉，本公司依據本守則所掌握之客戶資料將於香港保管，然基於日常運作及應對營運風險以確保持續為客戶提供服務之需要，亦有機會於香港境外保管該等客戶資料。客戶授權及同意公司基於上述目的，及依據公司完全獨立酌情權於香港境外保管該等客戶資料。客戶可不時向公司諮詢公司於香港境外資料保管的情況，及客戶可拒絕公司將其資料於香港境外保管，惟如客戶拒絕公司於香港境外保管客戶資料，可能會導致無法使用公司所提供的服務及設施。
7. 客戶同意向公司提供個人資料，及客戶同意將客戶提供或有關客戶之任何資料或其他資料，與公司或任何其他人士持有之資料(或其他資料)進行配對、比較或交換，以作以下用途：
  - 7.1 為客戶提供產品或服務及信貸便利之日常運作；
  - 7.2 為進行首次和持續的「客戶身份識別」(KYC) 盡職調查流程核實客戶的身份及履行我們在反洗錢法律法規下的義務；
  - 7.3 進行信貸檢查；
  - 7.4 協助其他金融機構進行信貸檢查及追討債務；
  - 7.5 保存客戶的信貸記錄，以供目前及今後參考；
  - 7.6 確保客戶的信用維持良好；
  - 7.7 為客戶設計金融服務或有關產品；
  - 7.8 向客戶推廣金融服務或有關產品（詳見本指引第 9 條）；
  - 7.9 確定公司對客戶或客戶及/或擔保人對公司的債務；
  - 7.10 向客戶及為客戶提供擔保或抵押的人士追收欠款；
  - 7.11 使公司在合併、併購、重組或其他情況下的實際或建議承讓人對擬作轉讓的交易進行評核；
  - 7.12 根據任何法例或規例之規定，符合作出披露之要求；
  - 7.13 在任何法院或主管當局展開或進行答辯或以其他方式參與任何法律或行政程序；
  - 7.14 遵守證監會頒布（並不時修訂）的《公司收購、合併及股份購回守則》及／或香港及／或其他地方的法例及／或監管規則的要求；
  - 7.15 尋求或取得的行政、信貸資料、債務追討、電訊、電腦、繳款或其他服務或其他與公司業務經營相關的服務；及與任何前述部份有關或附帶之任何用途。
8. 公司擬使用客戶的個人資料作直接促銷，為此公司在該等資料前須取得客戶的同意（包括表示不反對）。客戶同意與否純屬個人意願。《個人資料（私隱）條例》第 VIA 部引入關於取得客戶同意（包括表示不反對）的具體要求。謹此請閣下注意：
  - 8.1 公司不時持有的客戶的姓名、聯絡詳情、產品及服務組合資訊、交易模式及行為、財務背景及統計資料（「可用作直銷用途的個人資料」）可由公司用作直接促銷；
  - 8.2 可促銷的各類服務、產品及主題如下：
    - 8.2.1 財務、保險、證券、商品、投資及相關服務、產品及設施；

8.2.2 上文第 8.2.1 段所述各類促銷主題涉及的獎賞、忠誠獎勵或優惠計畫；

8.2.3 由公司的合作品牌夥伴因應上文 8.2.1 段所述各類促銷主題而提供的服務及產品（合作品牌夥伴的名稱見相關服務合產品（視屬何種情況而定）申請書）；及

8.2.4 為慈善及/或非牟利目的而作出的捐款及捐獻；

8.3 上述服務、產品及主題可由公司及/或以下各方提供或（如涉及捐款及捐獻）募捐：

8.3.1 公司的任何成員公司；

8.3.2 第三方金融機構、承保人、證券、商品及投資服務提供者；

8.3.3 第三方獎勵、忠誠獎勵、合作品牌或優惠計畫提供者；

8.3.4 公司的合作品牌夥伴（合作品牌夥伴的名稱見相關服務和產品（視屬何種情況而定）申請書）；及

8.3.5 慈善或非牟利組織；

8.4 除了自行推廣上述服務、產品及主題外，公司亦擬將上文第 8.1 段所述資料提供予上文第 8.3 段所述的全部或其中任何人士（不論提供資料是為得益與否），以供該等人士在促銷上文第 8.2 段所述的該等服務、產品及主題時使用（公司可能就此收取報酬），而公司須為此用途取得客戶的書面同意（包括表示不反對）；

在未經客戶同意之前公司不會使用客戶可作銷售用途的個人資料進行直接促銷。客戶在簽署相關客戶文件時，請註明同意與否；

如客戶在相關客戶文件中表明客戶同意後意欲改變意願，希望公司不再使用或向其他人士提供客戶可作直銷用途的個人資料進行上述直接促銷，客戶可向公司發出書面通知或致電公司客戶熱線，以行使客戶拒絕參與直銷活動的權利。

9. 公司持有之客戶有關的資料(及其他資料)將會保密，並在程序上加以控制以保障客戶資料。公司僅在客戶協議或私隱條例的規定允許範圍內，或當公司依照適用法律及法規或法院命令規定強制要求進行披露時方可披露。儘管公司遵守上述政策，為免生疑問，客戶同意公司可向以下人士或在以下情況(\*如適用)披露部份或所有資料(及其他資料)；而該等披露亦是公司向客戶提供服務、產品及資料之條件：

9.1 任何向公司提供有關其業務運作之行政、信貸資料、債務追討、電訊、電腦、繳款或其他服務之高級職員、僱員、代理、承包商或第三者；

9.2 任何對公司有保密責任的人,包括對公司有保密資料承諾的同一集團的公司(根據私隱條例的規定，在香港境內或境外)；

9.3 信貸資料機構及（如客戶拖欠公司及關聯公司帳戶）收數公司；

9.4 客戶已有或擬與之進行交易之任何金融機構(根據私隱條例的規定，在香港境內或境外)；

9.5 公司的任何實在或建議受讓人或參與人或附屬參與人或公司對客戶的權利的授權人；

9.6 任何人士、監管機構或其他當局，而公司有義務或有責任對公司或其他任何集團公司具有約束力的任何相關法律、法規、守則或指引向該等任何人士、監管機構或其他當局作出披露；

9.7 為客戶提供服務目的經公司挑選的保險、金融服務和電信服務提供商。

9.8 基於遵守本守則第 9 及 10 段之規定向有關當局做出披露。

9.9 如客戶在使用公司所提供的服務過程中向公司提供或被公司持有的閣下任何代表（包括董事、僱員、代理、客戶（直接或間接）或關聯方）或任何第三方的個人資料或數據，則客戶承諾並聲明，客戶已獲得客戶代表的相關同意，同意公司根據本指引所述目的和要求使用、處理、處置、分享或轉移這些資料或數據，並且客戶同意客戶將在公司提出要求時及時向公司提供有關上述同意的證明。

9.10 除為了進行業務、遵守適用法律、保護免受欺詐或作出公司認為可能符合客戶利益之產品及服務優惠外，公司不會將有關客戶的資料分發予其他公司。公司亦可依據適用法律向監管當局及執法人員提供資料。

9.11 當客戶去世後，如客戶的遺囑執行人或遺產管理人（“申請人”）向公司提供由有關政府機構簽發已認證真實副本之死亡證明書，公司可應申請人要求，披露該已故客戶帳戶餘額和可能要求的其他有關客戶的信息。

10. 基於代理客戶交易目的處理客戶身份信息的指引：

客戶明白並同意，公司為了向客戶提供相關交易所證券、期貨及期權等交易所上市產品交易服務，或為客戶於交易所場外執行相關交易或收取相關交易所上市證券/衍生產品，而該等產品依據相關監管規則需向相關交易所及/或監管機構提供交易客戶身份信息及/或公司為客戶分配的身份識別信息，為了遵守不時生效的相關交易所及有關監管當局不時發佈的規則和規定，我們可收集、儲存、處理、使用、披露及轉移與客戶有關的個人資料（包括客戶的客戶識別信息及識別編碼）。在不限制以上的內容的前提下，當中包括——

10.1 根據不時生效的相關交易所及相關監管當局規則和規定，向相關交易所及/或相關監管機構披露及轉移客戶的個人資料（包括客戶識別信息及客戶身份識別編碼）；

10.2 允許交易所：

10.2.1 收集、儲存、處理及使用客戶的個人資料（包括客戶識別信息及客戶身份識別編碼），以便監察和監管市場及執行相關交易所規則；

10.2.2 向相關監管機構和執法機構披露及轉移有關資料，以便他們就相關金融市場履行其法定職能；及

10.2.3 為監察市場目的而使用有關數據進行分析；及

10.3 允許相關監管機構：

10.3.1 收集、儲存、處理及使用客戶的個人資料（包括客戶識別信息及客戶身份識別編碼），以便其履行法定職能，包括對金融市場的監管、監察及執法職能；及



10.3.2 根據適用法律或監管規定向執法機構披露及轉移有關資料。

客戶亦同意，即使客戶其後宣稱撤回同意，我們在客戶宣稱撤回同意後，仍可繼續儲存、處理、使用、披露或轉移客戶的個人資料以作上述用途。

客戶如未能向我們提供個人資料或上述同意，可能意味著我們不會或不能夠再（視情況而定）就相關交易執行客戶的交易指示或向客戶提供帳戶相關服務（包括但不限於買入或賣出相關產品，或收取實物證券以增加客戶於公司的持倉），惟出售、轉出或提取客戶現有的持倉（如有）除外。

備註：

本條所述的相關交易所，就本港而言，指香港聯交所及/或期交所；就海外而言，指客戶透過公司所交易的證券、期貨及期權等產品的發行及公開交易市場；為避免疑惑，相關交易所將依據客戶所交易之產品所歸屬之交易所而判定，如客戶交易之產品與某一/某些交易所並不相關，本公司將不會依據本條規則向該等交易所提供該等客戶資料；

本條所述的相關監管機構，就本港而言，指香港證券及期貨市場監察委員會，及在香港依法擁有相關監察權的任何監管機構；就海外而言，指相關公開市場所在地依據當地監管法律、法規及規則擁有監察本地公開市場交易權力的任何監管機構；客戶身份識別編碼，指公司依據相關交易所規則為客戶配置的一組編碼，該組編碼與客戶身份識別信息綁定，以達至識別客戶交易身份信息的目的。就客戶交易香港聯交所產品而言，客戶身份識別編碼即券商客戶編碼；

就本港而言，“券商客戶編碼”及“客戶識別信息”具有《證券及期貨事務監察委員會持牌人或註冊人操守準則》第 5.6 段所界定的含義。

11. 依據美國《海外帳戶納稅合規法案》及《稅務條例》，公司須就符合該法案之客戶於公司開立之帳戶向有關政府機關作出通報。客戶特此同意，公司可依據該法案及其相關規則處理客戶資料，並將之披露予有關之政府機關。

12. 根據及依據私隱條例之條款，每位客戶均有權：

12.1 獲得關於資料處理的資訊和要求查閱公司所持有的有關資料當事人的資料；

12.2 隨時撤銷批准公司處理其資料的同意。但請注意，如果公司有其他合法理由（須經同意以外的理由），公司仍有權處理有關資料；

12.3 在某些情況下，有權以系統化、常用和計算機可讀的格式接收一些資料及/或要求公司在技術上可行的情況下將這些資料傳輸給第三方。請注意，該權利僅適用於資料當事人提供給公司的資料；

12.4 如有關資料不準確或不完整，有權要求公司更正資料；

12.5 在某些情況下，有權要求公司刪除資料。請注意，在某些情況下，即使資料當事人要求公司刪除資料，公司仍可依法保留這些資料；

12.6 在某些情況下，有權反對並有權要求限制公司對資料的處理。同樣，在某些情況下，即使資料當事人反對或要求公司限制對資料的處理，公司仍可依法處理資料及/或拒絕該請求；

12.7 如果資料當事人認為公司侵犯其個人資料私隱權，有權向個人資料保障監管機構（詳情見下文）作出投訴；

12.8 如涉及客戶個人信貸記錄，可要求被告知哪些數據會慣常地向信貸資料機構或收賬公司披露，及獲取更多資料，以便向相關信貸資料機構或收賬公司要求查閱及更正資料；及

12.9 客戶全數償還拖欠款項並終止信貸後，如終止信貸前五年內並無重大欠賬（公司決定為準）的前提下，指示公司向相關信貸數據機構要求從其信貸數據庫中刪除任何關於該已終止信貸的帳戶資料。

13. 如果客戶提供給公司的個人資訊發生任何變化，請聯絡公司客戶服務部門，電郵/郵寄地址載於下文。因客戶未能通知公司該變動而導致私隱受到侵犯，公司不承擔任何責任。任何關於查閱及/或改正客戶所提交之任何資料的要求送交以下地址：

313資本管理有限公司

客戶服務部

地址：香港灣仔盧押道23號鳳凰大廈17樓1702室

電郵：cs@313-capital.com

\*請註明客戶之姓名及客戶賬號或聯絡電話，以便進行跟進。公司有可能會要求客戶提供附加資料以驗證客戶的身份，以作出跟進。

依據《個人資料(私隱)條例》之條款，公司有權就處理任何資料索取查閱之申請收取合理費用。

本文不會限制客戶作為數據當事人在私隱條例下所享有的權利。

14. 公司將於下述情形下保留客戶資料

使用目的 - 我們需要就該目的必要的時間內繼續保留資料；及

15. 法律義務 - 法律法規規定保留資料的最短期限。本附表作為公司與客戶雙方簽訂《客戶協議》的附屬文件，與《客戶協議》具有同等法律效力，其未盡事宜，參照《客戶協議》執行。

16. 如客戶協議的中文版本與英文版本內容有差異，請以中文版本為準。

17. 公司有權不時對本守則修改和變更，而毋須事先獲得客戶同意，惟公司會通知客戶有關修改及/或變更。

## CONTENTS

|   |              |
|---|--------------|
| <b>Futures &amp; Options Client Agreement</b>                           | <b>P. 30</b> |
| <b>Appendix I: Instructions for Electronic Services</b>                 | <b>P. 47</b> |
| <b>Appendix II: Instructions for LME Electronic Trading</b>             | <b>P. 52</b> |
| <b>Appendix III: Instructions for Option Trading</b>                    | <b>P. 54</b> |
| <b>Appendix IV: Risk Disclosures</b>                                    | <b>P. 56</b> |
| <b>Appendix V: Terms of Hong Kong Future Exchanges</b>                  | <b>P. 60</b> |
| <b>Appendix VI: International Tax Rules</b>                             | <b>P. 64</b> |
| <b>Appendix VII: Instructions for Personal Data (Privacy) Ordinance</b> | <b>P. 66</b> |



## **Futures & Options Client Agreement**

The Futures & Options Client Agreement (Whenever the content permits, hereinafter the "Agreement") is entered into as of the day of signing, between 313 Capital Management Limited (Whenever the context permits, herein after the "Company"), with SFC Central Entity No. ABF168, dealing in futures contracts and advising on fixtures contracts, with its business venue on Unit 1702, 17th Floor, The Phoenix, No. 23 Luard Road, WanChai, Hong Kong, and Client, whose name; address and personal information are included in the Client Documents.

313 Capital Management Limited in its discretion agrees to open or maintain one or more account(s) under the Client's request and to act as an agent on behalf of the Client for the purchase or sale in futures, options and other derivatives, and the Client acknowledges that all transactions and dealings executed by the Company shall act as agent on behalf of the Client for or in connection with the Client's account(s) and/or the said related services, shall be subject to the standard terms and conditions stipulated in this Agreement. If the Client utilizes or continues to utilize the services of the Company, this shall constitute the Client's acceptance of the Company's terms and conditions which form part of the Company's agreement with the Client and constitute a legally binding contract between the Client and the Company.

### **1. Interpretation**

#### **1.1 Definitions**

Unless otherwise stated in this Agreement or Client Agreement (as defined below), the following terms in this Agreement have the following meanings:

"313 Capital Management Limited" or the "Company" means, 313 Capital Management Limited, incorporated in Hong Kong SAR, and its successors and assigns. The Company is licensed under SFC Central No. ABF168 to carry on Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 9 (asset management) regulated activities (as defined in the SFO) );

"Client" means the company or body corporate named in the Client Account Opening Document and includes its permitted successors and assigns or (as the case may be) the individual(s), sole proprietor or firm named in the Client Account Opening Document and includes his or their respective personal representatives, executors and administrators and any permitted successors and assigns, and in the case of a partnership, each partner who is a partner of the firm at the time when the Account is opened and any other person or persons who shall at any time thereafter be or have been a partner of the firm and the personal representatives, executors and administrators of each such partner and any permitted successors and assigns,

"Affiliate" means an individual, corporation, partnership or any other form of entity directly or indirectly controlling, controlled by or under common control with such party or any of such entities' directors, officers or employees;

"FATCA", means Foreign Account Tax Compliance Act, (1) the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the U.S. Code or any associated treasury regulations, as amended or supplemented from time to time, or other' official guidance; or (2) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other' jurisdiction, which (in either case) facilitates the implementation of paragraph (1) above, or (3) any agreement pursuant to the implementation of paragraphs (1) or (2) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction;

"US Person" includes any natural person who is a US citizen or resident; a corporation, partnership, or other business organization formed or incorporated under the laws of the United States or any of its political divisions, any estate or trust managed by a trustee of an executor who is a US person, or the income of the estate or trust, is subject to US federal income tax (regardless of its source); any account held by a dealer or trustee for a US person (other than any estate or trust) and any partnership or corporation formed by or incorporated in the laws of any overseas jurisdiction and consisting of people from the United States (mainly engaged in securities and not registered under the US Securities Act of 1933). "US Person" do not include local regulated branches or agents operating outside the United States for banking or insurance purposes for convincing business reasons and are not investing in any branch or agent of a US bank or insurance company which not registered under the US Securities Act of 1933. For the purposes of this definition, "United States" includes the United States of America, its states, territories and dependent territories, and the Colombian region.

"Account" means any one or more trading accounts opened in the Company in the name of the Client, now or in the future, in accordance with this Agreement;

"Inactive / Dormant Account" means that for any Account, the Account in which no transactions and positions have been recorded for a period of twenty-four (24) consecutive months or such other period as the Company may notify the Client in writing. (The changes described herein shall not: (a) take effect within thirty (30) days from the date of the relevant

notice, and (b) cause any interruption of the accumulated time or cause the relevant time to resume accumulating.) When an account is determined to be an inactive account, the Company may prohibit the Client from accessing the Company's Electronic Trading Services System and will not execute transactions under such Account (except for the deposit and withdrawal of funds by the Client), or impose such conditions on the operation of such Account and/or charge such fees as the Company deem appropriate.;

"Access Codes" means a Password used in the combination with an Account Number to access the Company's Electronic Trading Services System for the purpose of Electronic Trading Services.; "Client Agreement" means these client documents including the Signature Card, Client Information Form and Client Declaration, Account Opening Form, this Agreement and applicable appendices that includes Instructions for Electronic Post Office, Instructions for E-Services, Instructions for LME Electronic Trading, Instructions for Options Trading, Risk Disclosures, Terms of Hong Kong Future Exchanges, International tax rules, Instructions for Personal Data (Privacy) Ordinance, and, as the same may be replaced, amended or supplemented by the Company unilaterally from time to time;

"Client Money Rules" means Securities and Futures (Client Money) Rules as enacted and from time to time amended pursuant to Section 149 of the Ordinance;

"Client Money Standing Authority" means the standing authority granted to the Company by the Client pursuant to section S of the Client Money Rules and the terms set out in clause 11 of this Agreement as may be amended from time to time;

"SFC" is a regulatory body called Hong Kong Securities and Futures Commission established under the Securities and Futures Ordinance.

"HKFE" means Hong Kong Futures Exchange Limited and its successors or assigns;

"Exchange" means Hong Kong Future Exchange or any other exchange, market or association of dealers in any part, of the world other than Hong Kong;

"Clearing House" means, in relation to HKFE, the body appointed by or established and operated by HKFE to provide clearing services to participants of HKFE in respect of Exchange Contracts and, in relation to any other exchange, any clearing house providing clearing services for any contract traded through or on the floor of that exchange;

"Clearing House Rules" means the general rules, regulations, procedures and practices from time to time in force of the Clearing House providing clearing services to participants of HKFE for exchange contracts or, in respect of other exchanges, to members or participants of such other exchanges for futures/options contracts traded on such other exchanges;

"Clearing Corporation" means an organization appointed, established and operated by HKFE to provide participants with settlement services related to HKFE contracts;

"LME" stands for London Metal Exchange;

"Business Day" means any day on which the Exchange is open for trading, except Saturdays, Sundays, public holidays and any other day declared by the Exchange to be a non-business day;

"Commodity" or "Commodities" means any item and includes, without limitation, currencies, securities, indices of any kind (whether stock market or otherwise), interest rates, exchange rates, physical assets (including precious metals, agricultural produce, oil and land) and other investments traded, or rights or options in relation to which are traded, on any exchange and shall where the case requires include a Futures/Options Contract in respect of any of the above and in each case whether or not the item is capable of being delivered;

"Financial Products" For the purposes of this Agreement, financial products refer only to financial derivatives such as "futures contracts" and "option contracts" unless otherwise stated;

"Futures Contract" means a contract executed in any exchange, and (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 parties agree to make an adjustment between them at an agreed future time according to whether an 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 of the contract, the difference being determined in accordance with the rules of the exchange on which the contract is made;

"Options Contract" means a contract executed between one party (the "first party") and another party (the "second party") on any Commodity, Futures or Options exchange under which:

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

(1) the first party is obliged to deliver the commodity at the agreed price; or

(2) the second party receives a payment referable to the amount (if any) by which the commodity is worth more than the agreed price, such payment being determined in accordance with the rules of the commodity, fixtures or options exchange in which the contract is made; or

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

(1) the first party is obliged to take delivery of the commodity at the agreed price; or

(2) the second party receives a payment referable to the amount (if any) by which the agreed price is worth more than the commodity, such payment being determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made;

"Margin" means such amount in such currency and such other security whatsoever as may from time to time demand in its absolute discretion from the Client by way of margin, variation adjustment or other cash adjustments in relation to Futures/Options Contracts;

"Open Positions" means a Futures Contract or an Options Contract which has not been closed out;

"Exchange Contract" means a contract for a Commodity approved by SFC and HKFE for trading on HKFE and which may result in a Futures/Options Contract or a Futures/Options Contract which has been executed in accordance with the HKFE Rules;

"Close out" means, in the case of a Futures Contract for the sale of a Commodity, the entering into of a corresponding Futures Contract for the purchase of the same amount and quality of the relevant Commodity for delivery on the same date and, in the case of a Futures Contract for the purchase of a Commodity the entering into a corresponding Futures Contract for the sale of the same amount and quality of the relevant Commodity for the delivery on the same date, and the expressions "closed out" and "closing out" shall be construed accordingly;

"Electronic Trading Services" means the electronic trading facilities and services which may be provided by including but not limited to services provided or accessible through its interactive voice response system, the Internet and/or any other electronic communication channel;

"Securities and Futures Ordinance" or "Ordinance" or "SFO" means the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any subsidiary legislation made thereunder,

"Codes and guidelines" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (for convenience, hereinafter referred to as the "Code") made under the Ordinance in force from time to time, and any other codes or guidelines;

"Investor Compensation Fund" means the Investor Compensation Fund established pursuant to the Securities and Futures Ordinance (Cap. 571);

"Group" means 313 Capital Management Limited and its subsidiaries and/or affiliates, "Group member" shall bear the same meaning accordingly.

"Affiliates" have the same definitions with the definitions specified under the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and (as amended from time to time). For the purpose of this Agreement, if one of the two companies is a subsidiary of the other, or if the two companies are subsidiaries of a third company the two companies will be treated as associated companies<sup>^</sup> and the term "associate company" is also explained accordingly.

1.2 The title of each clause is for reference only and shall not be construed as constituting any modification or limitation of any rights or obligations under the relevant provisions, nor does it affect the interpretation of the relevant terms.

1.3 Unless otherwise stated:

(a) "including" means including but not limited to;

(b) all singular numbers include plural and vice versa;

(c) Each gender pronoun shall include all genders;

(d) The statement of any "applicable laws and regulations" shall mean that these "applicable laws and regulations" are not issued, revised, re-enacted or replaced, and include all rules and regulations issued on their basis;

1.4 In the event of a conflict between this Agreement and any applicable portion of this Agreement, the relevant transaction will be subject to the terms of the applicable section; if any part conflicts with an application confirmation (if any), the terms of the application confirmation will apply.

1.5 For the avoidance of doubt, the reference to a document here also includes references to amendments, additions or substitutions from time to time.

## **2. Applicable Rules and Regulations**

2.1 All Transactions shall be affected in accordance with and shall be subject to the constitutions, rules, regulations, directions, customs and usages applying to the Client, including the Exchange Rules, Clearing House Rules, and the relevant ordinance(s) and all other laws applicable in the jurisdiction of the relevant exchanges as amended from time to time. All

actions taken by the Company in accordance with such constitutions, rules, regulations, directions, customs, and usages shall be binding on the Client.

2.2 Transactions in relation to Futures/Options contracts on markets other than the HKFE shall be subject to the rules and regulations of the relevant market(s) rather than the HKFE. Notwithstanding, the level and means of protection provided to the Client from such relevant market(s) in respect of such related transactions may vary substantially from the level and means provided by HKFE pursuant to its rules, regulations and procedures.

### **3. Trading Instruction and Execution**

3.1 The Client may during the transaction hours at any time instruct the Company to enter into or close out any Contract on behalf of the Client ("Trading Instructions"). All Trading Instructions shall comply with the trading rules and restrictions of the relevant Exchange and all such transactions must be given by the Client in person, or orally through telephone, or by written or electronic instruction. After a written authorization agreement is entered into with Company in advance, the Client may authorize an authorized person to carry out the instruction for purchase or sale. The amendment to the list of authorized persons shall only take effect when the Company has received and accepted written notification from the Client.

3.2 When the Client issues a Trading Instruction to the Company's designated acceptance telephone by the method of telephone call, the Company has the right to verify the identity of the Client from time to time before the transaction can be made. The Company will verify the identity of the Client with care and the Client shall be fully responsible for the consequence of the transaction once the Client's identity is verified. The Client acknowledges that telephone communications between the Client and the Company may be recorded without any notice. The Trading Instructions given by the Client via telephone are subject to the Company's telephone recordings, which may be used as final and conclusive evidence of such Trading Instructions in the event of a dispute between the parties.

3.3 The Client may give an instruction via Electronic Automated Trading System, yet the Client shall have clear understanding of the risks therein and shall bear the consequences and losses therewith. The Client shall read the "Electronic Service Instructions" (in Appendix 1) with care and be bound by the terms and conditions therein. The Client who use the Electronic Self-Trading System to issue instructions should keep the Electronic Self-Trading System Account and Password properly, in case of leakage, loss, theft, etc., they need to call the Company by telephone in real time to temporarily suspend the account trading privileges and make request to the Company to modify the authorization or suspend the operation of the account at a reasonable time, and all transactions executed prior to the receipt of the Client's notification shall be treated as the Client's own personal commission.

3.4 If the Client has objection to the contract arrangements or the Client's broker enters into pursuant to the Client's instruction within 48 hours as of its receipt of all notifications, transaction confirmations and statements, the Client is entitled to request for the taking of evidence, otherwise the Client will be deemed as having confirmed the transaction confirmations and statements.

3.4.1 If the transaction instruction is wrongly executed as a consequence of an negligence, fraud or gross negligence by an employee, the consequence of such transaction shall be borne by the Company except such instruction is approved by the Client. All losses as a consequence of any other faults other than the aforesaid wrongly executed instruction shall be borne by the Client itself and the original instruction must be sent by telephone call and based on the telephone recording of the Company, if sent by other written forms, the Company shall prevail subject to the received records. The Client shall be deemed by to have given up the aforesaid right after 48 hours has passed by as of such instruction is executed.

3.4.2 Without prejudice to the general rule in 3.4.1, the Client acknowledges and accepts: the rapid change in the futures market, general market condition and/or restrictions and limitations imposed by any relevant exchanges may result in the Company's inability to partially execute or fully execute the Client's instruction in a practicable way, and the Company or any such broker acting in connection with any such transaction shall not bear any obligations and responsibilities for such action.

3.4.3 The Company shall notify the Client if it decides not to accept the instruction from the Client, but it shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with the Company declining to act on such instruction or omitting so to notify the Client or making any delay in notifying the Client.

3.5 The Company is entitled to set a position limit to the transaction of the Client and from time to time modify such limit, the Company shall have the right not to accept instruction from the Client in respect of transactions in excess of the Client's position limit and in such cases the Company shall not be under any obligation or liability for not accepting the Client's instructions.

3.6 Unless otherwise agreed between the Client and the Company, the Company shall accept the instructions from the Client to execute a trade, only if the Margin in the Client's Account meets the following conditions.:

3.6.1 sufficient for immediate use or maintain sufficient admissible collateral; or

3.6.2 sufficient funds and/or securities or commodities for settlement of the relevant transaction.

3.7 Unless the Client gives the opposite specific instruction, the Client agrees and confirms that all orders and instructions are only valid on the day of the official trading day of the relevant exchange that received the order or instruction. If the Client intends to use other conditional instructions to fully understand other conditional orders it supports and agrees to bear the risks of using other conditions, the company will not undertake the responsibility of the use of other conditions. If the Client chooses to give instructions through the Electronic Self-Service Trading System, the Client hereby declares that he/she fully understands the types of orders supported by such system and agrees to bear such risks.

3.8 All instructions sent by the Client pursuant to this Agreement which may be executed in more than one exchange may be executed in any exchange as the Company may select.

3.9 Unless otherwise specified in this Agreement, if in the Company's opinion the Client sustains too high risks, the Company is entitled to do the following without giving any prior notice to the Client:

3.9.1 In the case that the margin standing to the credit of the Client's Account falls below the maintenance margin required by the Company, may enforce to close out any open positions owned by the Client until such basic margin requirement is met.

3.9.2 In the case that the available balance standing to the credit of Client's Account is less than zero when an order is given by the Client, the Company is entitled to revoke such unexecuted buy and sell order until the available balance is above zero.

3.10 There may be a delay in making prices or in dealing by the Company due to physical restraints on the HKFE or other markets and the rapid changes in the prices of commodities. The Company may not after using reasonable endeavors be able to trade at the prices quoted at any specific time. The Company is not liable for any loss arising by reason of its failing, or being unable, to comply with any terms of the Client's instruction, or any profit or loss in the book value of the Client's Account by reason of any difference between the market price, trading price and the actual settling price and the objective condition on the market.

#### **4. Settlement/Delivery/Exercise**

4.1 For Cash Delivery of Futures and Option Contracts, the settlement procedure will be automatic upon contract expiration and the Company will not send settlement reminder notices to the Client in this regard. For futures contracts with physical delivery, unless the Client has applied to the Company in advance and the Company has accepted the Client's application for consent to provide the Client with a delivery service application, the Company will not provide the Client with futures contracts physical delivery service.

4.2 Subject to the provisions of this Agreement, and in order to avoid the Client entering into physical delivery procedure, for open position in physical delivery close to expiration, in the case of long holders, the Client must close out the position on the first notice date or the business day immediately preceding the last trading day, whichever is earlier or such other date as the Company may notify at its discretion. In the case of short holders, the Client must on the business day before the last trading day, instruct the Company to close out the position, otherwise the Company may, without prior notice, execute the method and terms that it deemed appropriate to close out or settle the relevant contract on behalf of the Client. Only LME open positions shall be executed in accordance with the LME contract delivery payment in accordance with Appendix II "LME Electronic Trading Instructions".

4.3 If the Company agrees to provide physical delivery services to the Client, the Client shall promptly deliver all the funds required by the Company under such contracts if the Client is a long position holder and shall promptly deliver securities, financial instruments, documents and other property required by the Company under such contracts if the Client is a short position holder, in order to be able to process settlement in accordance with the rules of the Exchange or Clearing Corporation.

4.4 Where the Client holds a short position under an Option Contract and the option is exercised, the Client shall on demand pay the Company in cash the settlement amount payable by the Client or make or take delivery of the Commodity the subject matter of the Option Contract pursuant to the terms of the Option Contract.

4.5 In the case of the sale of any commodity or other properties by the Company at the direction of the Client and the inability of the Company to deliver the same to the purchaser by reason of the Client's failure to supply the Company therewith then and in such event, the Client authorizes the Company to borrow any commodity or other properties necessary to make delivery thereof; and the Client hereby agrees to guarantee to bear any loss and damage which the Company may sustain thereby any premiums which the Company may be required to pay and for any loss which the

Company may sustain by reason of the inability of the Company to buy or borrow the relevant commodity or other properties sold.

## **5. Margin**

5.1 The Margin requirements set by the Company may have a higher standard than that of the Margin requirements set by any exchange or clearing house or brokerage rulers and the Company reserves the right to make adjustments without the prior consent of the Client based on market conditions or the latest Margin requirements as may be announced by the exchange or clearing house or brokerage rulers from time to time. Such adjustments and the latest Margin requirements will be announced/notified to the Client through the Company's website, email, SMS, telephone or any one of such means.

5.2 The Company may in its absolute discretion determine whether Margin in the form of assets other than cash shall be accepted. Where shares, stocks and/or other valuables are deposited as Margin, the Company shall have an absolute discretion to assign a notional value (which need not correspond to the market value) to the asset for Margin purpose, which value may change from time to time as determined by the Company in respect of the prevailing market value of the asset or otherwise.

5.3 Without prejudice and in addition to any other rights and remedies of the Company hereunder, the Client irrevocably authorizes the Company, without prior notice to the Client, to apply all or any part of any cash deposit or other property held for the account of the Client by the Company or its Affiliate on any account whatsoever:

5.3.1 in or towards the provision of any Margin or additional Margin demanded by the Company pursuant to Clause 5.1,

5.3.2 in payment to any exchange, Clearing House or broker in or towards satisfaction of any liability to provide margin demanded or required by such exchange, Clearing House or broker in respect of any Futures/Options Contract entered into by the Company on behalf of the Client, or towards provision of security (whether in the form of mortgage, deposit, charge, pledge or otherwise) in favor or to the order of any exchange, Clearing House or broker, without prior notice to the Client and free of any beneficial interest of the Client or of any other person in the Margin, as security for the Company's obligations to (and upon terms specified by the Company) the exchange, Clearing House or broker in respect of any Futures/Options Contract entered into by the Company on behalf of the Client, with power to such exchange, Clearing House or broker to enforce the security in satisfaction of any obligations of the Company, provided that the Client's deposit or property shall not be applied to finance or act as security for any Clearing House margin requirements or trading liabilities in respect of Futures/Options Contract entered into by the Company on behalf of any other client (and in either event, such deposit or property will be dealt with according to the rules and regulations of the relevant exchange, or Clearing House, or the terms of trading of the broker);

5.3.3 in satisfaction of any other obligations of the Company to any party insofar as such obligations arise in connection with or incidental to any Futures/Options Contract entered into by the Company on behalf of the Client; and/or,

5.3.4 in or towards payment of money properly required to meet commissions, brokerage, levies or other proper charges relating to any Futures/Options Contract entered into by the Company on behalf of the Client.

5.4 Unless otherwise agreed with the Client, the Company usually sends Margin call/forced closing-out call to the Client by telephone or email. The content of the notice is subject to the recording of the telephone call or email. Where the Margin standing to the credit to the Client's Account falls below the basic Margin requirement prescribed by the Company, the Company shall issue Margin calls to the Client. Margin calls must be met on demand of the Company within the time limit as may be specified by the Company from time to time. Should the Client fails to meet the requirements of such notice within the time limit specified by the Company, the Company has the right to close out the Client's open positions at its discretion. When the Margin standing to the credit of the Client's Account falls below the required maintenance Margin, the Company shall notify the Client of a mandatory close-out. In the case of the Company's failure to notify the Client via the telephone or email and the Margin standing to the credit of the Client's account fails to meet the maintenance Margin requirement or the Margin requirement agreed upon between the Client and the Company, the Company may close out the Open Positions until the basic Margin requirement is met with the Company and all resulted losses shall be borne by the Client itself.

5.5 Where a Client is trading an Hong Kong futures exchange contract, the Margin call must be met on demand of the Company within the time limit as may be specified by the Company from time to time. In the case that the Client fails to meet the Margin requirement as stipulated in 5.4 within the time limit specified by the Company for two consecutive times, the Company may be required to report to HKFE and SFC of the details of such relevant Open positions and may close out the open positions of which the margin requirement cannot be met within the time limit specified by or on demand of the Company.

5.6 Unless specifically instructed by the Client, the Company may in accordance with its own rules of settlement adjust the required Margin for Futures/Options Contracts held in the Account which is allowed to be set off without notification to the Client. Details of positions held by the Client and total Margins required shall be based on the Statements issued by the Company.

5.7 All Margin variation adjustment must be paid in cash. The Company shall only accept transfers between the bank account under the Client's name and the trust account of the Company and shall avoid deposit and withdrawal from a third party.

## **6. Commissions and Charges**

6.1 The Client agrees to pay the Company immediately upon demand (a) brokerage commissions at such rates as be determined by the Company and be notified to the Client from time to time; (b) all commissions, brokerage, levies, fees; duties and taxes and all other charges and expenses incurred by the Company arising out of or in connection with any Futures Contract or Options Contract entered into by the Company on behalf of the Client or otherwise arising out of or in connection with the performance of any of the Company's duties under this Agreement, as well as any deduction or withholding made with regard to the Client asset received or held by the Company on behalf of the Client in or outside Hong Kong pursuant to FATCA requirements; and (c) interest on any monies advanced to the Client at such rates as may be determined by the Company and notified to the Client from time to time.

6.2 Without prejudice to any other rights and remedies available to the Company, the Company may charge a monthly maintenance fee of such amount in such currency as the Company may appropriately determine from time to time on the dormant Account as specified in a fee schedule if the Client has no trading activity for six months or more. If the Company decides to charge the Client the relevant monthly maintenance fee, such fee(s) will be automatically deducted from the Client's account.

6.3 The Client undertakes to pay interest to the Company on all overdue balances owed by the Client to the Company (including interest arising after a judgment debt is obtained against the Client and interest accrued "whenever there is a minus amount of a currency arising from transaction) at the standard interest rate as announced by the Company from time to time, and where such standard interest rate is not announced by the Company, at a rate equivalent to 3% per annum over the Company's cost of funds or over the prime lending rate of a Hong Kong bank at the relevant time; whichever is higher, and such interest will be calculated and payable on the first day of next calendar month or at such time as the Company may determine.

## **7. Set off, Transfer of Funds and Lien**

7.1 The Client irrevocably authorizes the Company or any of its Affiliates to set off and withhold from and apply all of the Client's interest in any funds, Futures Contracts or Options Contracts and property held by the Company, for Margins in accordance with Clause 5 of this Agreement and Commissions and expenses in accordance with Clause 6 therein, as well as all other obligations and liabilities to the Company or any of its Affiliate from the Client in accordance with the terms of this Agreement, and the Company may without notice set off or transfer any money or other property interchangeably between any of the Accounts from the same Client.

7.2 The Client shall read with care upon signing of the Client Document the provisions in relation to Standing Authority as set out in Clause 11. and duly authorize the Company pursuant to the provisions thereof. Through this authorization, the Company may at discretion use the Client money.

## **8. Default Event**

8.1 Any one of the following events shall constitute a default event ("Default event"):

8.1.1 the Client's failure to pay any deposits or any other sums payable to the Company or its Associates or submit to the Company any documents or deliver any Securities to the Company hereunder, when called upon to do so or on due date;

8.1.2 default by the Client in the due performance of any of the terms of this Agreement and the observance of any by-laws, rules and regulations of the appropriate Exchange and/or Clearing House,

8.1.3 the Client is unable/rejects to settle or pay any outstanding sums, money or loss in any of the Client's account opened with any Group Companies;

8.1.4 the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against the Client,

8.1.5 the death of the Client (being an individual) or the Client is judicially declared insane or incompetent;

8.1.6 detainment or other legal process against the Client;



- 8.1.7 Any representations or warranty made by the Client to the Company in this Agreement or in any document being or becoming incorrect or misleading;
- 8.1.8 any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and
- 8.1.9 the occurrence of any event which, in the sole opinion of the Company might jeopardize any of its rights under this Agreement;
- 8.2 If a default event occurs, without prejudice to any other rights or remedies that the Company may have against the Client and without further notice to the Client, the Company shall be entitled to:
- 8.2.1 immediately close the Account;
- 8.2.2 freeze the account or prohibit the opening of positions; terminate all or any part of this Agreement;
- 8.2.3 cancel any or all outstanding orders or Futures Contracts or Options Contracts made on behalf of the Client, so as to liquidate the Client's account;
- 8.2.4 in the case of open positions remaining in the Client's account, close out all open positions, so as to liquidate the Client's account;
- 8.2.5 take or not to take any actions or act or not to act in any conducts, matters or issues.

## **9. Close out**

9.1 The Client acknowledges that the Company is bound by the Rules of the Exchange and other Regulating Authorities which permits the Exchange to take steps to limit the positions or require the closing out of Contracts on behalf of such Clients who in the opinion of the Exchange are accumulating positions which are or which may be detrimental to any particular market or markets or which may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be. Accordingly, the Company is entitled to close out all or any of the open positions in the Client's account pursuant to the Rules of the Exchange and other Regulating Authorities. All profits or losses as a result thereof shall be borne by the Client.

9.2 The Company may, without your consent, close all or any of your positions if the Company is of the opinion that there has been a change or development involving a prospective change in the national or international monetary, financial, economic or political conditions or foreign exchange controls which has resulted or is in the opinion of the Company likely to result in a material or adverse fluctuation in the stock market, commodities or futures market in Hong Kong and/or overseas or which is or may be of a material adverse nature affecting your condition or operation. All profits or losses as a result thereof shall be borne by the Client.

## **10, Foreign Currency Transactions**

10.1 If the Client instructs the Company to enter into a contract in an exchange or other market on the Client's behalf all required Margins and commissions from the first day and afterwards must be paid in full in such a currency or currencies as prescribed in the Contract.

10.2 If the Client instructs the Company to enter into a contract on behalf of the Company on an exchange or other market and such transaction is settled in a foreign currency then (i) any profit or loss incurred by currency fluctuation shall vest in the Client's account and the risks thereof shall be borne by the Client, and (ii) the Company is authorized to decide at its own discretion and make exchanges between the original currency and foreign currency based on the currency rate with reference to the current rate on currency market, and such exchanges will be confirmed with the clients by means of telephone, email, text messages or other means specified by the clients as agreed between the Company and the Client. For whatever purposes, if the Company requires the Client to convert any sum owing to the Company to a currency other than the original currency where the original amount due is denominated, then the Client shall make payment of any extra sum to ensure that amount after such exchange is equal to the sum that the Company shall receive.

## **11. Client Money and Standing Authority**

11.1 The receipt holding and accrued interest of Client Money: All money, securities or other property received by the Company from the Client or from any other person (including a clearing house) in connection with the Client's Account shall be held by the Company as an agent. Subject to compliance with the applicable regulatory and compliance rules, the Company shall be entitled to deposit or transfer any money held in the account (or accounts) or received on behalf of the Client into or between one or more segregated accounts maintained by the Company or any other member of the Group in Hong Kong or elsewhere and each such segregated account shall be designated as a trust account or the Client Account and shall be maintained with one or more recognized financial institutions and/or the SFC as a trustee institution and/or

such other person or persons as may be approved by the SFC for the purposes of Rule 4 of the Client Money Rules and/or any other person or persons overseas (subject to the applicable regulatory and compliance rules). Unless otherwise agreed, the Client understands that the Client will not be entitled to any interest accrued and the Company may enjoy and retain any and all interest derived from the Client's monies in respect of monies (including margin) held in any account or held by the Company on behalf of the Client.

#### 11.2 Client Money Standing Authority

11.2.1 The Client Money Standing Authority covers money (including any interest arising from the money held by but not belonging to the Company) received or held by the Company for the Client in Hong Kong and deposited in one or more segregated bank accounts ("Segregated Accounts") (hereinafter referred to as "Monies").

11.2.2 The Client authorizes the Company to:

- a) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by the Company or any of the Company's Group Companies and the Company may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to the Company or any of the Company's Group Companies, whether such obligations and liabilities are actual, contingent primary or collateral, secured or unsecured, joint or several; or
- b) transfer any sum of money to the fixtures (options) trading/clearing/settlement accounts held by the Company with any broker and/or clearing broker (in Hong Kong or overseas) for the purposes of trading in futures/options product and on behalf of the Client.
- c) transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time with the Company or any of the Company's Group Companies.

11.2.3 The Client Money Standing Authority is given without prejudice to other authorities or rights which the Company or any of the Company's associated entities may have in relation to dealing in Monies in the segregated accounts.

11.2.4 The Client Money Standing Authority shall be valid for a period of 12 months from the date of this Agreement, subject to renewal under Clause 11.6. For the avoidance of doubt, the Client may, at any time without the liability of the Company and any of the Group's members, revoke the application at any time during the validity period of the Authorization.

11.2.5 The Client Money Standing Authority may be revoked by giving the Company a notice 10 working days in advance, provided that the Client does not have any outstanding amount due against the Company or any of the Company's associated entities.

11.2.6 The Client understands that the Client Money Standing Authority may be deemed to be renewed on a continuing basis for 12 months in the same terms and conditions as set out in this clause without the Client's written consent, if the Company issues the Client a written reminder at least 14 days prior to the expiry date of the Client Money Standing Authority, and the Client does not object to such deemed renewal pursuant to Clause 11.5 herein before such expiry date. The company will give the client a confirmation of the renewal of the authorization within one week after the expiration date of the authorization.

## 12. Sales Solicitation or Recommendation

12.1 If the Company solicits the sale or recommendation of any financial product to the Client such financial product must be one that the Company considers reasonably suitable for financial status, investment experience and investment objectives. The effect of this clause shall not be derogated by any other clauses in this Agreement or any other document that the Company may require the Client to sign and no statement that the Company may require the Client to make.

12.2 The Client acknowledges and agrees that, the Client retains full responsibility for all trading decisions in the Account and the Company is responsible only for the execution, clearing, and carrying of transactions in the Account; and the Company has no responsibilities or obligations regarding any conduct, action, representation or statement of any officer, employee or agent of the Company, introducing firm, commodity trading advisor or other third party in connection with the Account or any transaction therein; that any advice or information by the Company, its officer, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Company shall be under no liability whatsoever in respect of such advice or information; and that the Client shall, independently and without reliance on the Company or any of the aforesaid persons, make the Client's own judgment and decision with respect to all trading decisions in the Account.

## 13 Representations, Warranties and Undertakings

13.1 The Client warrants and confirms that the information provided by the Client to the Company from time to time in connection with this Agreement and the related account application is complete, correct and up-to-date. The Company

may rely solely on the information previously provided by the Client until the Company has actually received such further information from the Client in writing or by other means acceptable to the Company and until the Company has received any updated information. Each Client and the Company undertake to notify the other immediately of any material changes to the information on the Client's account opening documents and this Agreement. The Company shall not be liable for any loss arising from the Client's failure to fully and correctly disclose the up dated information to the Company.

13.2 Where the Client is an individual, the Client hereby warrants and represents that he has attained the age of majority and that he is legally capable of validly entering into this Agreement.

13.3 Where the Client or any one of the Client is a corporation:

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

13.3.2 that this Agreement and the opening of any account with the Company has been validly authorized by the appropriate corporate action. This Agreement, once signed and/or sealed and delivered, shall be valid and legally binding on the Client in accordance with its own terms.

13.3.3 that the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instruments constituting or defining its constitution, as well as the corporate decision or board resolution delivered to the Company by the Client are true, accurate and still in force.; and

13.3.4 that to the best of the knowledge of the Client, no steps have been taken or are being taken to appoint a receiver and/or manager, judicial manner or liquidator over, or to wind up the Client.

13.4 Tie Client represents that, unless he has previously disclosed in writing to the Company, he is not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed or registered person under the Securities and Futures Ordinance, or an introducing broker, or an officer, partner, director or employee of any securities or fixtures broker or dealer

13.5 The Client is the person ultimately responsible for originating the Instructions in relation to each Trans action in his/her Account and shall stand to gain the commercial or economic benefit of such Transaction and/or bear their commercial or economic risk, unless otherwise notified in writing by the Client to the Company, etc.

13.6 In the event that the Client enters into transactions for the Client's customer via the Account, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with its clients, the Client hereby agrees that, in relation to a Transaction where the Company has received an enquiry from the HKFE and/or the SFC the following provisions shall apply:

13.6.1 Subject as provided below, the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the HKFE and/or SFC), inform of the identity address, occupation and contact details of the Client for whose account the transactions was effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transactions. The Client shall also inform the HKFE and/or SFC of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the transaction;

13.6.2 If the Client effects the transactions for a collective investment scheme, discretionary account or discretionary trust the Client shall, immediately upon request by the Company (which request shall include the relevant contact details of the SFC), inform the Hong Kong regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address and contact details of the person who, on behalf of the scheme, account or trust, instructed the Client to effect the transactions;

13.6.3 If the Client effects the transactions for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Company when the Client's discretion to invest on behalf of the scheme, account or trust has been overridden Even in the case where the Client's investment discretion has been overridden, the Client shall also immediately upon request by the Company (which request shall include the relevant contact details of SFC), inform SFC of the identity, address and contact details of the person(s) who has or have given the instruction in relation to the transactions.

13.7 If the Client is aware that its client is acting as intermediary for its underlying clients, and the Client does not know the identity address, occupation and contact details of the underlying client for whom the Transactions was affected, the Client confirms that:

13.7.1 It has arrangements in place with its client which entitle the Client to obtain the information set out in Clauses 13.7 of this Agreement from its client immediately upon request or procure that it be so obtained; and

13.7.2 It will, on request from the Comp any in relation to a transaction, promptly request the information set out in Clauses 13.6.1 and 13.6.3 from the client on whose Instructions the transactions was effected, and provide the information to SFC as soon as received from its client or procure that it be so provided.

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

13.9 This provision shall continue to take effect notwithstanding the termination of this Agreement.

#### **14. Liabilities and indemnities**

14.1 The Company will use all reasonable endeavors to comply with and carry out instructions given by the Client and accepted by the Company concerning the Account or Transactions but neither the Company nor any of its directors, officers, employees or agents (save where it has been established that they or any of them have acted fraudulently or in will fill default) shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damages suffered by the Client as a result of

14.1.1 any exercise, non-exercise or delay from the Company of any or all of the rights given to the Company by the terms of this Agreement.

14.1.2 the Company in good faith acting or relying on any Instruction given by the Client, whether or not such instruction was given following any recommendation, advice or opinion given by the Company or any Associate or by any of its or their directors, officers, employees or agents;

14.1.3 in accordance with, based on or because of this Agreement convert a currency into another currency;

14.1.4 the Company failing to perform its obligations hereunder by reason of any cause beyond its control, including but not limited to any governmental or regulatory restriction, closure of or ruling by any Exchange (or any division thereof), suspension of trading, breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of any Exchange, Clearing House, Correspondent Agent or other person to perform its obligations;

14.1.5 Any Exchange, Clearing House, Correspondent Agent or other person ceasing for any reason to recognize the existence or validity of transactions entered into on behalf of the Client, or failing to perform or close out any such contract provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom.

14.2 Without limiting the generality of neither the Company nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise), including but not limited to, for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any inconvenience, delay or loss of use of the E-Services or any delay or alleged delay in acting or any failure to act on any instruction given by the Client to the Company, even if the Company has been advised of the possibility of such losses or damages.

14.3 The Client undertakes to indemnify and keep indemnified the Company in respect of any costs, claims, demands, damages and expenses whatsoever which may be reasonably suffered or incurred by the Company directly or indirectly, including but not limited to, arising out of or in connection with any transaction entered into by the Company as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of anything done or omitted to be done by the Company in accordance with the terms of this Agreement or pursuant to any Client's instruction or communication. The Client also agrees to pay promptly to the Company all damages, costs and expenses (including legal expenses on a full indemnity basis) incurred by the Company in the enforcement of any of the provisions of this Agreement.

14.4 The Client undertakes to indemnify the Company and its officers, employees and agents for any loss, cost, claim, liability or expense arising out of or connected with any breach by the Client of its obligations hereunder, including but limited to any costs reasonably and necessarily incurred by the Company in collecting any debts due to the Company or in connection with the closure of the Account(s).

#### **15. Notices, Reports, Confirmations and Statements**

15.1 All notices, reports, statements, confirmations and other notices shall be given to the Client in writing, by electronic mail, online notice, SMS or other electronic means as agreed with the Client, and the same may be delivered to the Client by mail, fax or email, if addressed to the Client, to the address, fax number or email address as set out in the Client Information Form, or such other address, fax number, email or other correspondence address as the Client may notify the Company in writing, or, if addressed to the Company, to the registered address selected and notified to the Client by the Company from time to time.

15.1.1 Through writing: the Company shall provide the Client with written transaction statements, reports and all sorts of notifications by hand delivery, mail, fax, email, etc.;

15.1.2 Through online notification: The Client may log on to an online trading system by entering his user name and password and review statements, reports and other notifications.

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

15.2.1 By hand delivery or delivery by e-mail, SMS or other electronic means agreed upon with the Client, shall be deemed to have been duly served at the time of delivery or transmission; or

15.2.2 Two Business Days after the date of posting, if sent by local mail; or

15.2.3 Five Business Days after the date of posting, if sent by overseas mail.

15.3 The Client acknowledges that all notices, transaction confirmations, reports and statements will be deemed to be correct if no objection is raised within 48 hours after the proper delivery.

## **16. Amendment and Assignment**

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

16.2 In the event that the Company consolidates, amalgamates, recognizes or transfers its business to another entity (including within the Group), the Company may assign any of the rights and obligations under this Agreement and/or any transaction(s) contemplated hereunder to such entity. The Company shall give Client notice which will specify a date upon which the assignment will become effective. This date will be at least ten (10) days after the date of the notice. Such assignment will have the effect of creating a novated agreement between Client and the entity to which such rights or obligations are assigned. Therefore, in such event, Client hereby consents for any such assignment by the Company in the future and undertakes to execute such document(s) as reasonably required by the Company for or in connection with any such assignment.

16.3 The Client shall not assign, delegate, sub-contract, transfer or otherwise dispose of any right or obligation under this Agreement or any transaction contemplated hereunder to any person without the Company's previous written consent.

## **17. Omnibus Account**

The Client agrees that if the Client declares any account to be an omnibus account, the following provisions of this clause, the relevant provisions of the Code of Conduct and the rules for omnibus accounts as determined by the HKFE shall apply.

17.1 The Client shall keep the Company informed regarding its financial standing and shall immediately report to the Company any information that indicates that it is insolvent or threatened with insolvency or guilty of any irregularities or practices affecting the good name of the HKFE.

17.2 In the case where the Client is not an HKFE Participant:

17.2.1 The Client shall in its dealings with the person(s) from whom it receives instructions with respect to the Account, comply with and enforce the margin and variation adjustment requirements and procedures as stipulated in the Rules and the Clearing House Rules as though it were an Exchange Participant and as though the person(s) for whose account or benefit such instructions are given were Clients as defined in the Rules;

17.2.2 The Client shall cause Exchange Contracts to be entered into in fulfilment of instructions with respect to the Omnibus Account, so that there shall in no circumstances be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the laws of Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering gaming or gambling with respect to such items in contravention of Hong Kong law or any other applicable laws;

17.2.3 The Client shall impose the requirements of sub-clauses 17.2.1, 17.2.2 and this sub-clause upon, and ensure that they are complied with by, the person(s) from whom it receives instructions including ensuring that such persons comply with the margin and variation adjustment requirements as stipulated in the Rules and the Clearing House Rules, with the result that, as between the Exchange and the Company, the Company shall be responsible for ensuring that such requirements are complied with by all persons through whom instructions pass with respect to the Omnibus Account as if each in turn was the Client for whom the Omnibus Account was operated.

17.3 The Company will require the Client to disclose the details of persons who are ultimately beneficially interested in the Omnibus Account and those persons or entities who are ultimately responsible for originating the instruction in relation to a transaction or such other information as the Exchange or Commission may require from time to time. The Client acknowledges that in the event that it fails to comply with this disclosure requirement, the Chief Executive may require the Company to close out any or all of the open positions held by the Company on behalf of the Client or request

the Clearing House to effect such closing out on behalf of the Company, or the Chief Executive may impose such margin surcharge on any or all of the positions held by the Company on behalf of the Client as the Chief Executive thinks fit.

17.4 The Client hereby agrees to submit to the supervision of the Company to the same degree of supervision as if the Company were the Exchange and the Client were an Exchange Participant and to supply all information and do all acts to enable and facilitate the Company to comply with all the requirements of the relevant exchanges and clearing houses for the operation of the Omnibus Account by the Company.

17.5 For the avoidance of doubt, the Client shall maintain separate margin requirements for each of its customers, and in no case may it offset or net any of its customer's positions against those of another customer for margin purposes.

17.6 The Client hereby agrees to immediately notify the Company in writing when the Account ceases to be an Omnibus Account; such cessation shall not affect any liability whatsoever of the Client to the Company under this Agreement prior to the receipt by the Company of the written notice of such cessation.

## **18. Joint Client**

18.1 Where the Client comprises two or more individuals:

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

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

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

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

18.1.5 Subject to the provisions of Estate Duty Ordinance (Cap. III), on the death of any such individual (being survived by any other such individual), this Agreement shall not be terminated and the interest in the Account of the deceased shall thereupon vest in and ensure for the benefit of the survivor(s) (and, in the case of the death of all individuals, to the legal representative(s) of the last survivor on production of a Grant of Probate or Letter of Administration in respect of that last survivor) provided that any liabilities incurred by the deceased individual shall also be enforceable by the Company against such deceased Client's estate. The surviving Client(s) shall give the Company written notice immediately upon any of them becoming aware of any such death.

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

## **19. Conflict of Interest**

19.1 The Client consents that, without prior notice from the Company, when the Company executes sell or buy orders on behalf of the Client, on the Exchange or any other exchange or market anywhere in the world, the Company, its directors, officers, employees, agents, and/or any floor broker may buy or sell for an account in which such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, regulations, usages, rulings, and interpretations then in force of the Exchange or other exchange or market upon which such buy or sell order are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the Exchange or other exchange market.

19.2 The Client acknowledges that, subject to the provisions of the Securities and Futures Ordinance and any applicable laws, the Company may take the opposite position to the Client's order in relation to any exchange traded futures and options contract(s), whether on the Company's own account or for the account of any Affiliates or other clients of the Company provided that the trading is executed competitively on or through the facilities of the Exchange in accordance with the Rules, Regulations and Procedures of the Exchange or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.

## **20. Other undertakings**

20.1 Each of the Client and the Company covenants to notify each other forthwith of any material changes in the information provided in the Client Account Opening Documents.

20.1.1 the Company shall notify the Client of such significant changes as the Company may have in its business operation and as may affect the services provided to the Client by the Company;

20.1.2 The Client shall notify the Company of any changes relating to its name and address and provide proofs of such changes in accordance with the proper requirements from the Company.

20.2 The Client acknowledges every HKFE Contract shall be subject to the charge of a Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Client.

20.3 The Client acknowledges in the event that the Client suffers pecuniary loss by reason of default committed by the Company the liability of the Compensation Fund will be restricted to valid claims as provided for in the Ordinance and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation - Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by the Client by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or at all.

20.4 The Client agrees to provide such information as required by the Company as necessary for the Company to conform to the rules, regulations, procedures and ordinance of each exchange and the HKFE or other regulating authorities.

20.5 The Client agrees Clearing House to take all necessary actions to transfer any open positions held by the Company on behalf of the Client and any money and securities standing to the credit of the Client's account with the Company to another Exchange Participant in the event the rights of the Company as an Exchange Participant of HKFE are suspended or revoked.

20.6 Balances, securities or other finances held by the Company on behalf of the Client in a trust or segregated account will not become part of the assets of the Company in the event that the Company is being wound up and will be released to the Client immediately upon the appointment of a provisional liquidator or similar officer over the Company's business and property.

20.7 Any monies, approved debt securities or approved securities received by the Company from the Client or from any other person (including the Clearing House) are held in the manner specified under paragraphs 7 to 12 of Appendix 3 to the Code and the Client authorizes the Company to apply such monies, approved debt securities or approved securities in the manner specified in paragraphs 14 to 15 of Appendix 3 to the Code and, in particular, the Company may apply such monies, approved debt securities or approved securities in or towards meeting the Company's obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in Futures Contracts and/or Options Contracts transacted on the Client's behalf.

20.8 The Client acknowledges that in respect of any account of the Company maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of the business of dealing in Futures Contracts and/or Options Contracts transacted on behalf of the Client and whether or not monies, approved debt securities or approved securities paid or deposited by the Client has been paid to or deposited with the Clearing House, as between the Company and the Clearing House, the Company deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favor of the Client and monies, approved debt securities and approved securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in Clause 20.6 above.

20.9 The Client acknowledges the Company as a participant of HKFE and other markets is subject to the rules thereof. Please refer to "Additional Clauses of HKFE" in Appendix V for part of the rules.

## **21. Termination**

21.1 Either party may terminate this Agreement at any time by not less than three business days' prior written notice to the other party. Whereas the Client notifies the Company for the termination of the Agreement, the Client must, confirm with the Company all contracts have been closed out or settlement and/or delivery has been effected and all such liabilities have been discharged and no balance remains in the Client's Account, and subsequently by signing a Close Account Confirmation to terminate this Agreement.

21.2 If three years have passed since the date on which the latest transaction was completed, the Company may in its sole discretion notify the Client in writing for termination of this Agreement.

21.3 The termination of this Agreement shall not affect any warranties, representations, undertakings and indemnities given by the Client under this Agreement all of which survive such termination.

## **22. Governing Law**

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

22.2 The Client hereby agrees that this Agreement and all the ancillary terms herein shall be binding upon the Client and the Client's heirs, estate, executors, representatives, successors and assignees. All actions taken by the Company in

accordance with such laws, rules and regulations shall be binding on the Client. The trading in the Futures/Options Contracts by the Client does not and will not violate any law, rules or regulations to which the Client is subject or bound.

22.3 If any term hereof is inconsistent with any present or future law, rules or regulations of the SFC or any authority having jurisdiction over the subject matter of this Agreement such inconsistent term shall be deemed to be rescinded or modified in accordance with any such law rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.



## Instructions for Electronic Services

This Instructions for Electronic Services is the supplemental agreement to the Client Agreement between the Company and the Client, whereby The Company agrees to provide electronic service to the Client, enable clients to access the company's trading system terminals through the company's electronic trading facilities (including but not limited to devices such as computers, mobile phones and other mobile devices) and issue electronic instructions and obtain quotes and other information ("E-Services"). To the extent that there is a conflict between the Client Agreement and any Explicable terms of this Electronic Service Instruction the latter shall prevail.

### 1. Definition

1.1 Terms defined in this Electronic Service Instruction shall have the same meaning as in the Client's Agreement unless stated otherwise.

1.2 The following expressions shall, unless the context otherwise requires, have the following meanings:

"Login" means the username for identification of Client, used in conjunction with the Password, to gain access to the E-service;

"Information" means any information, bid and ask prices, news reports, third party reports, research and any other information that relate to any trade or market;

"Password" means the Client's password, used in conjunction with the Login, to gain access to the E-service;

1.3 References to "Instructions" in the Client Agreement are deemed to include instructions given by means of the E-Service.

### 2. Use of E-Service

2.1 Upon issuing of the Login and Password by the Company to the Client, the E-Service shall be activated, and the Company shall notice the Client.

2.2 The Company is entitled to require the Client to place a cash deposit prior to execution of any instructions as informed by the Company from time to time

2.3 The Client agrees:

2.3.1 that the Client shall use the E-Service only in accordance with this Electronic Service Instruction, the Client Agreement and the instructions and procedures as set out in the Company's Instruction Manual (if any) which is provided to the Client from time to time;

2.3.2 that the Client shall be the only authorized user of the E-Service, the Client shall not authorize any third party to gain access to the E-Services unless the Client has made a disclosure to the Company in respect of such authorization as required by this Agreement;

2.3.3 that the Client shall be responsible for using and safekeeping Login and Password;

2.3.4 that the Client shall be wholly and solely responsible for all instructions placed with the use of the Login and Password, and any instructions the Company so received shall be regarded as placed by the Client at the time and by means of the Company so received;

2.3.5 that the Client shall immediately inform the Company if the Client becomes aware of any loss, theft or unauthorized use of the Client's Login or Password;

2.3.6 that if Login and Password are entered incorrectly five times or above, the Company is entitled to suspend the E-Service;

2.3.7 that the Client shall designate an email address with the Company, and notify the Company of any change in the Client's designated email address; and receive electronic communications of the Company through the designated email address;

2.3.8 that the company has discretion to restrict the type and price range of instructions that can be placed via E-Service;

2.3.9 to pay to the Company all the subscription fees, service fees and user fees incurred from the provision of the E-Services by the Company, and authorize the company to debit the same from Client's account.

2.3.10 that the Client shall be bound by any notification to the Company and that the Company will only distribute by E-Service any notification, statement, trade confirmation and other communication; and

2.3.11 that the Client shall logoff the E-Service system immediately after the completion of each transaction period for the security of the Client's E-service account and to prevent leakage of account information.

2.4 Following placing instructions via E-Service, the Client shall verify if the instructions placed are correctly accepted by the Company.

2.5 Without prejudice to the above principle, the Client agrees and acknowledges that once an instruction is placed via E-Service, it may not be altered or canceled, and the instruction can only be altered or canceled if the instruction is not executed by the Company. Under such circumstances, the Company will try to alter or cancel the instruction. However, even though the Company may have confirmed such alteration or cancellation of the instruction, the Company does not guarantee that such alteration or cancellation will take effect. If such alteration or cancellation does not take effect, the Client is still responsible for the original instruction placed via E-Service.

2.6 The company provides the Client with means other than E-Service to place instructions. Client may call the dealing desk to place instructions. If the Client encounters difficulty when using E-Service, the Client can contact the company through other means (such as telephone) and inform the Company of the difficulty encountered.

2.7 Client agrees that, trading confirmation, statement, notice and communication will only be delivered via E-Service; and such consent is indicated in the Client information sheet. Notice and communication sent via E-Service will be deemed as appropriately delivered when sent out.

### 3. Provision of Information

3.1 The Company may transmit information to the Client through E-Services. The Client is aware that such information may be sourced from exchanges, markets and other third parties that transmit information (collectively, "Information Providers") and may be subject to information charges by such Information Providers. The Client agrees that if he/she subscribes to any information supplied by the Information Providers through the Company, the Company can collect from the Client such subscription fees and/or other reasonable fees as the Company thinks fit.

3.2 The information is the property of the Company, Information Providers and other persons and is protected by copyright. The Client shall:

3.2.1 not upload, post reproduce or distribute any information, software or other information protected by copyright or other intellectual property rights (as well as rights of publicity and privacy) without obtaining the prior permission of the owner of such rights;

3.2.2 not use the information or any part thereof other than for its own use or in the ordinary course of the business of the Client;

3.3 The Client agrees not to:

3.3.1 reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the information in any manner without expressing written consent of the Company and the relevant Information Providers;

3.3.2 use the information for any unlawful purpose;

3.4 The Client agrees to comply with reasonable written requests by the Company in order to protect the respective rights of Information Providers and the Company in information and E-Services.

3.5 The Client shall comply with reasonable instructions the Company may give from time to time concerning permitted use of the information.

3.6 The Client authorizes the Company to provide electronic service information as provided to the Client to HKEX Information Services Limited ("HISL") so that the Company complies with the license agreement between HISL and the Company relating to market data feeds.

### 4. Intellectual Property Rights

4.1 The Client acknowledges that E-Service and any software comprised therein is the property of the Company, the company has obtained any third-party property authorized by any third party. The client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to any part of E-Service or any part of the software comprised in it. The Client agrees that at any time the Client breach the above warranty and undertaking or shall the Company at any time reasonably suspects that the Client has breached the warranty and undertaking, the Company is entitled to terminate E-Service.

4.2 The Client acknowledges that advice or market material acquired through E-Service may be the proprietary information or material by the third party. The client agrees that, unless the Client has obtained the prior permission of the owner of such rights, the Client shall not upload, post, reproduce or distribute any information, software or other information protected by copyrights or other intellectual property rights.

### 5. Limitation of Liability and Indemnification

5.1 The Company has designated persons to manage the security and stability to ensure that the Client can effectively use E-Service. However, the Company, its agents and Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond reasonable control, including but not limited to:

- 5.1.1 delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, electronic or other systems that are not under the Company's control;
- 5.1.2 delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information prepared by Information Suppliers;
- 5.1.3 unauthorized access to communications systems, including unauthorized use of the Client access number(s), passwords(s) and/or account numbers; and
- 5.1.4 war or military action, government restrictions, labor disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of God.
- 5.2 The Client agrees to defend, indemnify and hold the Company, its agents and Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the client agreement (including this Electronic Service Instruction), applicable futures laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Electronic Service Instruction.
- 5.3 . The Client accepts that while the Company endeavors to ensure the accuracy and reliability of the Information supplied, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise).
6. Termination of E-Service
- 6.1 The Company reserves the right to terminate the Client's access to E-Service or any portion of it in its sole discretion, without notice and without limitation, including but not limited to the unauthorized use of the Client's access number(s), password(s) and/or account numbers), breach of this Electronic Service Instruction or the client agreement, discontinuation of the Company's access to any information from and Information Providers or termination of one or more agreements between the Company and Information Providers.
- 6.2 In the event of termination by the Company, the Information Providers and the Company shall have no liability to the Client, provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the E-Service not furnished to the Client as of the date of such termination.
7. Risk Disclosure
- 7.1 If the Client undertakes transactions via E-Service, the client will be exposed to risk associated with the E-Service, and the possible consequences and losses
- 7.2 The use of E-Service requires that the client has basic knowledge of trading, gets familiar with the functions and operations of E-Service, and has in place electronic trading equipment and network communication tools that meet safety and system requirements.
- 7.3 The client must download the software of E-Service by himself/herself through the Company's official website or the public consultation path announced by the company. The Client shall bear the consequences of using the software obtained through other means.
- 7.4 Any instructions the Client enters through E-Service shall be deemed to be instructed by the Client as long as the Login, Password and Two-factor Authentication are verified by the system.
- 7.5 The instructions issued by the client through the electronic service system are subject to the instructions received by the company's electronic service system and must be reviewed by the company before entering the market.
- 7.6 Any instructions the Client enters through E-Service shall comply with the requirements of the Company, exchanges and authorities. Illegal transactions are prohibited. The company has the right to refuse the trading orders that violate the above rules. E-Service system shall not be for any purpose other than futures trading for the Client's own account, or for any purpose that is illegal or will harm the interest of the Company; otherwise the Company has the right to terminate the use of E-Service, and responsibilities shall be held against relevant persons.
- 7.7 The Company reserves the rights to temporally or permanently shut down E-Service due to system improvement, upgrade or adjustment.
- 7.8 The Company has the right to restrict or terminate the use of E-Service under the following circumstances:
- 7.8.1 The Client's futures and options account has been dormant or closed, or false information has been utilized when opening the account;
- 7.8.2 Potential illegal transactions or abnormal transactions occur.
- 7.9 When system failure occurs, in reasonable and practical conditions, ordering via telephone shall serve as the backup trading means. The Company assumes no responsibility for any delays or losses under such circumstances.
- 7.10 The risks associated with E-Service due to the specialty and complexity of instructions include but not limit to:

7.10.1 The program of E-Service runs on the electronic trading facilities (including but not limited to computers, mobile phones and other devices) of investors. Any market quotation suspension or errors due to electronic trading facilities failure or Internet failure may lead to circumstances that orders cannot be placed, that the placing of orders fails, that incorrect orders are placed, or that conditional orders (which will place order automatically if preset conditions are met) could not be triggered or be triggered by mistake. Mismatch between investors' electronic trading facilities equipment or Internet and E-Service may lead to circumstances that orders cannot be placed or that the placing of orders fails;

7.10.2 If there appears "Sent" or "Accepted" (i.e. the instruction is being routed or the feedback is being routed) or "being canceled" (i.e. the canceled instruction is being routed), the Client can make inquiry through telephone. The Company will assist in order checking, and the Company assumes no responsibilities therefrom.

7.10.3 Complexity of instructions, misunderstanding, misconduct, and system may lead to that order execution may deviate from the Client's will or plan. The Client should be careful, maintain concern to all instructions and make timely checks.

7.11 To avoid physical delivery, the Company has the right to suspend the order function for contracts approaching delivery before First Notice Day or Last Trading Day, while the Client can still trade through telephone ordering. The Company assumes no responsibility for any delay or losses therefrom. The Client can view the details of such arrangements through the Company's website.

7.12 The Client must be aware of the importance of Login and Password of E-Service. The Client should amend the Password immediately upon receiving initial password and from time to time to avoid embezzlement. If the Password is lost or embezzled, the Client has to inform the Company immediately by written notice and apply for amendment or suspension. The Company assumes no responsibilities therefrom.

7.13 Due to unexpected telecommunication disruption, E-Service may be undependable, and there are risks associated with transaction via E-Service that the transmission and receive of client's instruction may be delayed, that order execution may be delayed, or that order execution price differs from the market price at the time of the client place orders. There are risks of misunderstanding or mistaking during communication. Instructions mostly cannot be canceled after being sent out. The Company assumes no responsibility for any losses due to such disruption, delay or third parties. The Client shall not give any instruction via E-Service if the Client is reluctant to accept such risks associated with disruption or delay.

7.14 Shall any instructions the Client enters through E-Service fail to be executed without prior notice due to restriction by exchange rules, the Client shall be responsible for any losses therefrom.

7.15 The market information and other information provided via E-Service may be obtained from third parties. Although the Company believes that the information is reliable, the Company or any third parties thereto make no warranties in respect of the accuracy, completeness and timeliness of the information.

## 8. General

8.1 In the event of any dispute between the parties, the Client agrees that the records of the Company, including electronic records shall prevail.

8.2 The Company may change the terms in this Electronic Service Instruction from time to time by giving the Client reasonable notice in writing or via E-Service.

8.3 Shall the client encounter any issue with E-Service, please call 852-35203313

## 9. Miscellaneous

9.1 THIS attachment is attached to the Client Agreement duly signed by the Company and the Client and shall have the same legal binding force with the Client Agreement. In the event of any conflict between the terms of the Client Agreement and this supplemental agreement, this Annex shall prevail. Matters not mentioned herein shall be dealt with according to the Client Agreement.

9.2 Any amendment or alteration to this attachment shall become effective only by negotiation between the Company and the Client. If the Client Agreement duly signed by the Company and the Client terminates, the attachment shall be deemed as terminated and no notification is required.

## Appendix II

### Instructions for LME Electronic Trading

#### 1. Definition

In this agreement, unless the context otherwise requires, the term:

“LME” means London Metal Exchange;

“Carry” means the simultaneous purchase and sale of the same tonnage of the same metal for delivery on different dates.

#### 2. Prompt Day

2.1 The product the Company offers are LME 3-month forward contracts traded via LME electronic trading platform (“Contract”), the prompt day of which is the day three months after the trading day.

2.2 Generally speaking, when the day three months after is Saturday, the prompt day usually will be the prior Friday; when the day three months after is Sunday, the prompt day usually will be the following Monday. When the prompt day is Bank Holiday or the last day of the month, there may be special arrangements for prompt day. For details, please refer to announcement by LME.

#### 3. Offset

3.1 When the client longs and shorts the same amount of the same LME contracts with the same prompt day, the positions will be offset automatically. No actions are required.

3.2 When the client’s longs and shorts the same amount of the same LME contracts with different prompt days, the long and short positions will be in the clients’ account at the same time, i.e. ‘locked positions’. When the clients wait to offset such long and short positions of the same LME contracts with different prompt days, the clients will need to call the dealing room of the Company and instruct the product, prompt day, lots, positions, trading price, and other instructions (if any) of the carry.

3.3 There may be price difference between the two prompt dates, i.e. contango and backwardation. Based on the market and the positions the client hold, the client may receive or have to pay due to contango and backwardation. When there is no specific instruction, the carry will be traded on market price.

3.4 The service hours of Carry are 8:00 am to 4:00pm London Time (i.e. 03:00pm to 23:00pm Beijing daylight saving time, or 04:00pm to 00:00am next day Beijing wintertime).

#### 4. Fees for Carry

4.1 No trading fee is charged if one of the Carry contracts is a 3-month contract traded on the day.

4.2 No trading fee is charged if the prompt days of the Carry contracts are within 14 natural days (including 14 days).

4.3 Trading fee will be charged if the prompt days of the Carry contracts exceed 14 natural days. The amount of fee charged equals to the trading fee of the contract with a longer term.

4.4 LME user fee will be charged for each carry except for trading fee. The amount is determined by the Company based on LME notice and published on the website from time to time.

4.5 The standard trading fee and user fee are determined by the Company and subject to change from time to time.

#### 5. Margin

Margins for LME contracts are calculated on net basis. For clients who hold long and short positions of the same LME product but of different prompt day, the margin for the locked positions is the ratio of the margin for the product which is determined by the Company and subject to change from time to time, and the margin for the net long or short position are calculated as the full amount of the margin for the product.

#### 6. LME Settlement

6.1 Details for offsetting LME positions will be listed on “Details for Unexpired Offset” until the prompt day of the position offset.

6.2 Profit generated from offsetting LME positions cannot be withdrawn until settled on the prompt day of the position offset.

#### 7. LME Delivery

7.1 The client shall apply to the company if he needs to make LME contract delivery. After accepting the client’s application, the company will provide LME contract delivery service to the client.

7.2 The client needs to offset the positions at least three working days prior to the prompt day. Otherwise, the Company can close the positions by means and terms that the Company deems appropriate. The Client assumes the risk and fee therefrom.

7.3 For corporate clients who would like to deliver long positions of LME contracts, the Client need to inform the company by written notice at least three working days prior to the prompt day and deposit enough money for settlement according to LME rules.

7.4 For corporate clients who would like to deliver short positions of LME contracts, the Client need to inform the company by written notice at least three working days prior to the prompt day and transfer the warehouse receipt to the Company for settlement according to LME rules.

#### 8. Risk Disclosure for Electronic Trading

The client must undertake the risk associated with electronic trading system when trading through electronic system. Please read carefully the Attachment II to the Client Agreement about electronic trading. The Client shall be bind with the attachment. Please call 852-35203313 for emergency.

#### 9. Disclaimer

This attachment is not part of Client Agreement. If any losses or damages arise from inaccuracy or omission of the information, the Company assumes no responsibility.

## Instructions for Options Trading

### 1. Definition

1.1 There are two different styles of options based on exercise time, American Options and European Options. The client must be aware of the options to trade and avoid delivery risk due to different styles of options.

1.1.1 American Options: can be exercised at anytime up to and including the expiry date.

1.1.2 European Options: can only be exercised on the expiry date. Early exercise is not allowed.

1.2 There are three different kinds of options based on the relationship between strike price and market price of underlying asset, in the money options, at the money options, out of the money options.

1.2.1 in the money options: a call option when the option's strike price is below the market price of the underlying asset, or a put option when the option's strike price is above the market price of the underlying asset. When a call option's strike price is far below the market price of the underlying asset or a put option's strike price is far above the market price of the underlying asset, the option is called deep in the money.

1.2.2 at the money options: a option when the option's strike price is equal to the market price of the underlying asset.

1.2.3 out of the money options: a call option when the option's strike price is above the market price of the underlying asset, or a put option when the option's strike price is below the market price of the underlying asset. When a call option's strike price is far above the market price of the underlying asset or a put option's strike price is far below the market price of the underlying asset, the option is called deep in the money.

### 2. The risk of options trading

2.1 Transactions in options carry a high degree of risk. Clients should familiarize themselves with the type of options (i.e. put or call) which they contemplate trading and the associated risks. Clients should calculate the extent to which the value of the options would have to increase for the position to become profitable, taking into account the premium paid and all transaction costs.

2.2 The purchaser of options may offset its position by trading in the market 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 assets. If the purchased options expire worthless, the clients will suffer a total loss of the investment which will consist of the option premium paid plus transaction costs. If the clients are contemplating purchasing deep-out-of-the-money options, the clients should be aware that, ordinarily, the chance of such options becoming profitable is remote.

2.3 Selling 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 the amount of premium received. The seller will be liable to deposit additional margin to maintain the position if the market moves unfavorably. 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 assets. If the option is 'covered' by the seller holding a corresponding position in the underlying futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

### 3. Option Exercise

The purchasers of options have the right to exercise instead of obligation. The purchasers can exercise the options by calling the trading room of the Company and giving the exercise instruction. When the exercise instruction has been executed successfully, the Clients can view the detail through the account statement the following working day. The sellers of options have the obligation to exercise instead of right. The exchanges can match option exercising. When the sellers' options are exercised by the exchanges, the trading room will inform the clients by telephone, system message or any other effective means. The Clients can view the details through the account statement the following working day.

### 4. Special Arrangement for LME Options

4.1 LME Options can only be traded through telephone ordering. The service hours are 8:00am to 4:00pm London Time (re. 0 3:00pm to 11:00pm Beijing Daylight Saving Time, or 04:00pm to 00:00am next day Beijing Wintertime).

4.2 LME options have a minimum trading unit limit and only European options are available.

### 5. Margin

5.1 Purchasers of options do not have to deposit margin. Sellers of options must deposit margin.

5.2 The Company has the right to amend the calculation of margin for options and the standard of margin based on the requirement of risk management and distribute through announcement or notice.

### 6. Delivery/ Settlement of Options

Options can be delivered or cash settled. For details, please refer to Contract Details. The clients will acquire the underlying future contracts after option delivery. If the client would like the options to be delivered, the client has to give prior notice.

Otherwise, the client would have to offset the position the prior working day to the expiration day. When there is no delivery notification or position offset, the Company has the right to settle the position to avoid option delivery. The risk and the fee will be borne by the Client.

#### 7. Option Match Mechanism

When there is more than one position that meets the requirement of exchanges, the options sold earliest will be exercised first.

#### 8. Option Premium

Purchasers of options must pay the full amount of premium. The premium will be deducted from the account equity. Sellers of options will receive premiums. The premium will be deposited into the account equity, but the premium cannot be used to trade electronically or be withdrawn.

#### 10. Risk Disclosure for Electronic Trading

The client must undertake the risk associated with electronic trading system when trading through electronic system. Please read carefully the Attachment II to the Client Agreement about electronic trading. The Client shall be bound with the attachment.

#### 11. Disclaimer

This attachment is not part of Client Agreement. If any losses or damages arise from inaccuracy or omission of the information, the Company assumes no responsibility.



### Risk Disclosures

Risk Disclosures are made in accordance with Regulation 6 of the Code of Conduct for Persons Licensed by or Registered with the SFC in relation to this Agreement.

The Disclosures is a general description of the risks in trading futures and options and is not exhaustive. The clients must understand the nature (and the relationship) of the contracts and the risks therein before trading. Futures and options may not be suitable for all investors. Investors should therefore carefully consider whether such investment products and trading services are appropriate in light of their experience, objectives, financial resources and other relevant circumstances.

#### Risk of trading futures and options

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

#### Risks of client assets received or held outside Hong Kong

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

#### Risk of providing an authority to hold mail or to direct mail to third parties

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

#### Risk of margin trading

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

#### 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, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

#### Futures

##### 1. 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 you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position.

If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

## 2. 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.

## Options

### 1. Variable degree of risk

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

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

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 unfavorably. 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.

Additional risks common to futures and options

### 4. Terms and conditions of contracts

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

### 5. 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 you 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”.

### 6. Deposited cash and property

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

#### 7. Omission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net pro fit (if any) or increase your loss.

#### 8. Transactions in other jurisdictions

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

#### 9. Currency risks

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

#### 10. 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. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, and you should ask the firm with which you deal for details in this respect.

#### 11. Electronic trading

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

#### 12. . Off-exchange transactions

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

#### 13. Virtual Asset Futures Contracts

In the case of virtual asset futures contracts, in addition to the risks associated with the relevant futures contracts disclosed above in this schedule, the following risks are involved: (a) the risks involved in the underlying virtual assets (such as illiquidity, high price volatility and potential market manipulation) may be exacerbated by the speculative nature of the underlying virtual assets and the inherent leverage of the futures contracts; and (b) the difficulty of valuing the underlying virtual assets presents a significant challenge to investors in valuing virtual asset futures contracts by reliable means.

#### 14. Miscellaneous

This attachment is attached to the Client Agreement duly signed by the Company and the Client and shall have the same legal binding force with the Client Agreement. Matters not mentioned herein shall be dealt with according to the Client Agreement.

Any amendment or alteration to this attachment shall become effective only by negotiation between the Company and the Client. If the Client Agreement duly signed by the Company and the Client terminates, the attachment shall be deemed as terminated and no notification is required.

**Terms of Hong Kong Future Exchanges****I. Risk Disclaimer by the HKFE**

The following disclaimer is delivered pursuant to the relevant provisions of the regulations for trading Futures and Options Contracts to be issued by the HKFE.

**Futures Contracts**

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of license the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with futures contracts based on such other Hang Seng Indices (collectively, "Futures Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Futures Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or maybe implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HIS in respect of the use of the Hang Seng Indices 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 HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange 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 Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer Any Exchange Participant or any third-party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and places no reliance whatsoever on the HKFE, HSDS and/or HSI.

**Options Contracts**

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of license the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with option contracts based on such other Hang Seng Indices (collectively, the "Options Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Options Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or maybe implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HIS in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Options Contracts or any of them and/or dealings therein,

or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Options Contracts or any of them. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third-party deals in the Options Contracts or any of them in full knowledge of this disclaimer and places no reliance whatsoever on the HKFE, HSDS and/or HSI.

#### 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 Exchange. 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 representor (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 to those resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the 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 fixtures 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 places no reliance on the HKFE in respect of such transaction.

Financial market data, quotes, news, research, and other information (including charts image) ("Information") provided by the company are the property of company, its information providers or licensors ., and are protected by applicable copyright law The information can't be transmitted, disseminated, sold, distributed, published, broadcasted, circulated, stored in any form for subsequent use or for any commercial purpose without the prior written consent of the Company. The information contained in the company comes through reliable sources, but the company, its information providers and its licensors do not represent, warrant or (guarantee that the information will be accurate, complete, timely, reliable or appropriate on any particular purpose. The company, its information providers and its licensors will not be responsible to clients or the third party for the tort liability, contract or any other responsibility arising from using or relying on the information provided by the company. The company, its information providers and its licensors will not be liable for any lost profits or lost opportunity, or any indirect, special, consequential, incidental or punitive damages to clients and / or any third party under any circumstances, even if the possibility of such compensation has been acquired by the company, the information providers or licensors.

The company may terminate or change the information, products or services without prior notice to clients. It is not included in any jurisdiction (including but not limited to the United States and the United Kingdom) that making any futures, offer or solicitation of products or services (such jurisdictions for futures, offer or sale of products or services is not permitted or exempted from regulation cases, or is prohibited by law).

#### II. The Summary about the Position Limits and Reporting Standards Suitable for the Client Account

Several position limits and reporting standards settled by the Securities and Futures Commission (SFC) is in accordance with Article 35 (1) of the "Securities and Futures Ordinance/" ("the Ordinance") will directly affect the Client's account. The relevant limits are summarized as follows. The Client should note that failure to comply with those limits or to declare may constitute a criminal offense under that Ordinance.

#### Position limits of SFC

Based on these limits, the company and its clients are prohibited from holding or controlling more than a specified number of open positions in any one contract month, unless the excess is based on the positions which is allowed clearly under the rule of the Commission, or the Hong Kong Futures Exchange or the Stock Exchange Limited ("SEHK") (as the case maybe).

#### Reporting standards of SFC

Based on these requirements, the company and its clients is prohibited to hold or control more than a specified number of open positions in any signal contract month or expiry month, unless the possession or control of the open positions are reported in accordance with the rule to Futures Exchange, the Stock Exchange or other recognized exchange in accordance with the rule. The rule applies to clients directly.

Tie Position limits and reporting standards of the Commission apply to the company itself and applicable to their clients directly. Even if clients use more than one Futures Exchange Participant on behalf of himself, he is still required by the Commission's position limits and reporting standards constraints. Therefore, if a client exceeds the specified positions net long positions or net short position reporting standards, clients are required to declare their position and each position through every Futures Exchange participant to the Futures Exchange. Clients can obtain relevant declaration form samples from the company.

#### Large Open Positions reporting procedures of HKFE

Futures exchange also setup large open position limit in several markets. In particular, clients should pay attention to, whether directly or through equal or exceed the total amount of open positions of affiliates and clients whether held or controlled by one or more participants from time to time prescribed by the Futures Exchange futures contracts and/or the number of options contracts, the client itself shall declare directly to the Board of Trade, and submit a report about large open positions to the Futures Exchange. In terms of HKFE Rules, large open positions is defined according to the HKFE Rule 628 which participants were of the Board (see Interpretation in a designated futures contracts or options on a designated series of Futures Market rules) are not held to the large number of open positions in futures contracts and I or options contracts open. This meaning of the concept "Reportable Positions" is similar to that required by the rules. Clients can obtain relevant declaration form samples from the company.

Some schedule of the position limits and reporting standards about futures contracts or options contracts setting According to the HKFE rule (which is an integral part of the present file and may change from time to time without prior notice), Please refer to the Hong Kong exchanges and clearing Limited website as below:

[https://www.hkex.com.hk/Services/Trading/Derivatives/Overview/Trading-Mechanism/Large-Open-Positions-and-Position-Limits?sc\\_lang=en](https://www.hkex.com.hk/Services/Trading/Derivatives/Overview/Trading-Mechanism/Large-Open-Positions-and-Position-Limits?sc_lang=en)

#### Other business

The Schedule is treated as the attached documents of client agreement which is signed by the clients and the Company; it has the same legal effect with the client agreement, if any matters are not mentioned, please refer to the "Client Agreement".

Any modification or alternation to the schedule should be solved through consultation by the Client and the Company. This schedule will be deemed automatically terminated without notice to the other party for the termination of this Agreement signed by the Client and the Company.

## International Tax Rules

Under the "FATCA" and the agreement between the Hong Kong government authorities and the US government authorities on tax compliance purpose for US persons, Hong Kong financial institutions are required to report certain clients to tax and/or other government agencies and in some cases, withholding taxes on fixed, verifiable, annual or periodic income from US sources.

Hong Kong has also implemented the Co-reporting Standards Ordinance by amending the Inland Revenue Ordinance (Chapter 50 of the Laws of Hong Kong) and related supporting facilities. According to this, financial institutions must report to the Hong Kong Government authorities (such as the Hong Kong Inland Revenue Department) the relevant information on the status of tax residents so that the Hong Kong government authorities could exchange tax information with foreign government authorities.

For compliance with the regulatory requirements of the FATCA, the Common Reporting Standards Ordinance and other relevant regulations, the company implements the terms and conditions set out in this annex to govern the relevant rights and responsibilities between the client and the company

### 1. Privacy exemption

1.1 The Client irrevocably authorizes the Company to disclose and/or submit information provided by the Client (including but not limited to personal/institutional data) to eligible regulatory or government authorities (including but not limited to the US Internal Revenue Service, the US Treasury and the Hong Kong Inland Revenue Department) in the relevant jurisdiction in order to comply with FATCA, the Common Reporting Standards Regulations and other relevant regulations, codes and rules.

1.2 The Client confirms that the Company does not necessarily notify the Client of its disclosure or submission of the required information in accordance with applicable regulations. The Client also agrees that the Company will not be required to make such notice to the Client before or after it discloses or submits the information to the relevant authorities.

### 2. Other guarantees for providing information

2.1 For compliance with FATCA, the Common Reporting Standards Regulations and other relevant regulations, codes and rules, the client promises to provide the company with the required information in a timely manner, including but not limited to the Client's customer profile, related accounts opening forms from time to time and personal/institutional information reported on the form or the relevant tax return.

2.2 The Client shall ensure that the information provided to the Company under Section 2.1 is true, complete and accurate in all material respects and is not misleading.

2.3 The Client also undertakes that if any information provided to the Company under Section 2 is changed or becomes inaccurate, incomplete, inaccurate or misleading at any time, the Client will notify (in any case within 30 days) the company and provide the company with the latest information.

2.4 If requested by the company, the client shall promptly (in any case, within 30 days) provide the company with additional or alternative supporting documents, forms and other documentary evidence, including but not limited to self-certification and alternative tax return of the expired tax return (if any), a written nationality statement of the client, a certificate of loss of US citizenship and an exemption from the Privacy Policy.

2.5 The Client acknowledges and agrees that if the Client does not provide the Company with the information required by Section 2, the Company may, in its sole and absolute discretion, change the status of FATCA or Common Reporting Standards Ordinance of the Client's Account based on the Company's available information and suspend the client's transaction activities, withhold assets in the client's account, cancel the account of the client, or sell assets in the account to generate the withholding tax.

2.6 The Company will retain and use the Client's personal/institutional information in accordance with the Personal Data (Privacy) Ordinance and other applicable data privacy policies.

### 3. Authorization of withholding tax

3.1 The Client authorizes the Company to withhold any assets in the Client's account or any part thereof (held in cash or otherwise) or sell the assets in the Account to generate withholding tax at the company's sole absolute discretion of the following circumstances:



- 3.1.1 The failure of the Client to provide the Company with the requested information or documents or any information or documents provided by the Client in a timely manner is not current, accurate or complete, and the Company cannot ensure that it will continue to comply with or comply with FATCA's requirements;
- 3.1.2 The client's FATCA status is defined as an unfunded or non-compliant overseas financial institution;
- 3.1.3 There is no reliable evidence to treat the client as considered exempt from the withholding tax requirements of the FATCA or other relevant regulations;
- 3.1.4 Qualifying supervision in the relevant jurisdiction or government authorities stipulate a withholding tax; or
- 3.1.5 Taxes must be withheld in order to comply with FATCA and other relevant regulations, codes and rules.

#### 4. Indemnity

4.1 The Client agrees to indemnify the Company and its directors, officers, employees and agents ("Indemnified Persons") for any loss or legal liability, costs, claims, litigation, demands or expenses (including but not limited to all reasonable costs, expenses and payments arising from disputes or defenses in any of the foregoing) arising out of or against the indemnified person in respect of the following circumstances:

4.1.1 The client breaches or allegedly violates any of the terms and conditions of this Annex (whether by client's actions or omissions),

4.1.2 The Client and/or Client Account does not comply with FATCA the Common Reporting Standards Ordinance or any other applicable regulations, codes and directives in any respect,  
However, if the loss or damages are caused by the intentional default, fraud or negligence of the indemnified person, it will need further discussion.

4.2 The Client undertakes to assist in any program or investigation arising from any matter arising from or in connection with the requirements of the FATCA the Common Reporting Standards Ordinance and other applicable regulations, codes and directives. In this condition, the company will notify the client if it is aware of the above-mentioned procedure, unless otherwise prohibited by applicable regulations.

4.3 If any amount paid by the client to the indemnified person under this clause is subject to deduction or withholding tax, the client shall increase the amount payable to ensure that after the deduction or withholding is required. The net amount of the indemnified person received and retained on the expiry date (for the above deduction, withholding or payment without any liability) is equal to the amount receivable of indemnified person before or without deduction, withholding or payment.

4.4 Although the Client is no longer an account holder or terminates any account, the Client shall continue to be bound by these Terms.

5. This Appendix serves as attachment to the Client Agreement between the Company and the Client and has the same legal effect as the Client Agreement. The unfinished matters are referred to the Client Agreement.

**Instructions for Personal Data (Privacy) Ordinance**

313 Capital ("the Company") are committed to providing the best service to our clients. One of the ways to achieve this is to use the Client's data for assessment so as to provide the most appropriate products and services. The Company also believes that our clients are very concerned about the use of their data. The protection of the Client's data is a matter that the Company has always taken seriously. Accordingly the Company has established the following code (for convenience, hereinafter referred to as the "Code"), in which it is committed to maintaining the confidentiality of the Client's information, and in which words in the singular include the plural and vice versa. The term "individual" includes a corporation or anon-corporate or other entity. The term "gender" includes masculine, feminine and neuter.

1. The Company will need to collect and maintain the personal data ("Data") obtained from the Client through written and web site/application channels in accordance with the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong (the "Privacy Ordinance") for the purpose of providing services to the Client, and the Client voluntarily agrees to providing the Data to the Company.

2. From time to time during the period of opening an account with the Company or continuing to use the Company's services, the Client is required to provide the Company with the Data, including personally identifiable data (such as name, age, occupation, marital status(if required), email address, telephone number, personally identification (including identification documents and/or other biometric data proving the identity of the Client), signature type/electronic signature type, address and other necessary data associated with the provision of services, financial information, credit history, source of wealth, risk tolerance, investment experience and objectives, etc.) transaction history, account funds and position data, IP address, browser type and version, time zone setting, browser plug-in type, operating system or platform or device data (including IMEI codes of mobile devices, wireless network and general network data) for the purposes as set out in clause 7 of this Code below. When the Client visits to our website/ application, those visits are also recorded for the purpose of analyzing the number of visitors and general usage of the website/application.

3. During the period when the Client spiles for or uses the Company's services through remote devices or facilities, the Company will from time to time request biometric information from the Client for the purpose of identifying and verifying the Client's identity including but not limited to the Client's fingerprints, facial information, etc. Such information is treated as special private information of the Client and the Company will handle such information in strict compliance with the conditions and terms of this Code.

4. Under the Privacy Ordinance, the Client understands that the Client has the right to refuse to provide Data to the Company and failure to provide such Data to the Company may result in the Client being unable to use the services and facilities provided by the Company, including but not limited to opening or renewing accounts and establishing or renewing credit facilities or providing other financial and investment services and related websites and applications.

5. The Company has set very high security standards under the Privacy Ordinance to protect the Client's Data from misuse or unauthorized access, alteration or destruction. The Company's internal use of the Client's Data is also based on strict internal security standards, confidentiality policies and applicable laws to protect Client data from unauthorized alteration or destruction, and the Company shall bind its employees to fully comply with such standards, policies and laws.

6. The Client should be aware that the personal data held by the Company in accordance with the Code will be held in Hong Kong, but that the Company may also have the opportunity to hold such personal data outside Hong Kong for the purposes of its day-to-day operations and to address operational risks to ensure the continued provision of services to the Client. The Client authorizes and consents to the Company holding such personal data outside Hong Kong for the above purposes and in the Company's sole and independent discretion. The Client may from time to time consult with the Company regarding the Company's custody of the personal data outside Hong Kong and the Client may refuse the Company's custody of the personal data outside Hong Kong. The refusal to allow the Company to hold the personal data outside Hong Kong may result in the Client being unable to use the services and facilities provided by the Company.

7. The Client agrees to provide information to the Company and the Client agrees to match, compare or exchange any data or other data provided by or about the Client with data (or other data) held by the Company or any other person for the purpose of:

- 7.1 the day-to-day operation of the products or services and credit facilities provided to the Client;
- 7.2 verifying the identity of the Client for the purposes of conducting initial and ongoing KYC due diligence processes and to meet our obligations under anti-money laundering laws and regulations;
- 7.3 conducting credit checks;
- 7.4 assisting other financial institutions with credit checks and debt collection;
- 7.5 maintaining the Client's credit history for current and future reference;

7.6 ensuring that the Client's credit is maintained in good standing;  
 7.7 designing financial services or related products for the Client,  
 7.8 promoting financial services or related products to the Client (as detailed in clause 9 of this Code);  
 7.9 determining the Company's obligations to the Client or the Client and/or guarantor to the Company;  
 7.10 recovering any amounts owed from the Client and/or the person(s) providing guarantees or security for the Client;  
 7.11 causing the actual or proposed assignee of the company in consolidation, mergers and acquisitions, reorganization or otherwise to evaluate the transaction proposed to be transferred,  
 7.12 complying with the requirements for making disclosure under any law or regulation,  
 7.13 commencing or defending or otherwise participating in any legal or administrative proceedings before any court or competent authority,  
 7.14 complying with the requirements of the Code on Takeovers and Mergers and Share Repurchases issued by the SFC (and as amended from time to time) and/or the laws and/or regulatory rules of Hong Kong and/or elsewhere;  
 7.15 carrying out administrative, credit data, debt collection, telecommunications, computer, payment or other services sought or obtained or otherwise in connection with the Company's business operations; and for any purpose related to or incidental to any of the foregoing.

8. The Company intends to use such data of the Client for direct marketing purposes and is required to obtain the consent of the Client (including an indication of no objection) before using such Data. The consent of the Client is personal. Part VIA of the Privacy Ordinance introduces specific requirements for obtaining consent (including an indication of no objection) from Clients. Attention should be drawn to the following:

8.1 the names, contact details, product and service portfolio information, transaction patterns and behaviors, financial background and statistical data of the Client held by the Company from time to time ("Personal Data which may be used for direct marketing purposes") may be used by the Company in direct marketing

8.2 The various types of services, products and subjects that may be marketed are as follows:

8.2.1 financial, insurance, securities, commodities, investment and related services, products and facilities;

8.2.2 rewards, loyalty awards or incentive schemes relating to the types of promotional themes referred to in clause 8.2.1 above;

8.2.3 services and products provided by the Company's co-branding partners in connection with the various types of promotional themes referred to in paragraph 8.2.1 above (The name of the co-branding partner can be found in the application form of the relevant service product (depending on the case)); and

8.2.4 donations and contributions made for charitable and/or non-profit making purposes;

8.3 The above services, products and themes may be provided or (in the case of donations and contributions) solicited by the Company and/or the following parties:

8.3.1 Any members of the Company;

8.3.2 Third party merchant financial institutions, underwriters, securities, commodities and investment service providers;

8.3.3 Third party incentive, loyalty award, co-branding or discount program providers;

8.3.4 The Company's co-branding partners (The name of the co-branding partner can be found in the application form of the relevant service product (depending on the case)); and 8.3.5 charitable or non-profit organizations.

8.4 In addition to its own marketing of the above services, products and themes, the Company also intends to provide the information referred to in clause 8.1 above to all or any of the persons referred to in clause 8.3 above (whether or not the information is provided for gain) for use by such persons in marketing such services, products and themes as referred to in clause 8.2 above (for which the Company may receive remuneration), and the Company shall obtain the written consent of the Client (including an indication of no objection) for such use.

The Company will not use the Client's personal data for marketing purposes in direct marketing without the client's prior consent. The Client should indicate whether he/she agrees or disagrees when signing the relevant document;

The Client may exercise the right to refuse to participate in direct marketing activities by giving written notice to the Company or by calling the Company's client hotline if the Client indicates in the relevant document that the Client wishes to change his or her mind after giving his or her consent and wishes the Company not to use or provide the Client's personal data for direct marketing purposes to other persons for such direct marketing.

9. Information (and other information) held by the Company about the Client will be kept confidential. The Company will maintain procedural controls to protect the Client's information. The Company will disclose the Client's information only to the extent permitted by the provisions of the Agreement or the Privacy Ordinance, or when the Company is required to do so by explicable laws and regulations or court order. Notwithstanding that the Company complies with the above measures, for the avoidance of doubt, the Client agrees that the Company may disclose any or all information (and other

information) which shall be a condition of the provision of services, products and information to the following persons or in the following situations (where applicable):

9.1 any officer, employee, agent, contractor or third party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to the Company in connection with the operation of its business;

9.2 any person under a duty of confidentiality to the Company, including a company in the same group (within or outside Hong Kong as required by the Privacy Ordinance) which has a confidentiality undertaking to the Company,

9.3 credit reference agencies and (in the case of accounts owed by the Client to the Company and affiliated companies) debt collection agencies;

9.4 any financial institution (within or outside Hong Kong as required by the Privacy Ordinance) with which the Client has or intends to have dealings;

9.5 any actual or proposed assignee or participant or sub-participant of the Company or licensor of the Company's rights in respect of the Client,

9.6 any person, regulatory body or other authority to whom the Company are obliged or obliged to make disclosure of any relevant law, regulation, code or guideline binding on us or any other group company,

9.7 Insurance, financial services and telecommunications service providers selected by the Company for the purpose of providing services to the Client;

9.8 To make disclosures to relevant authorities based on compliance with clauses 9 and 10 of this Code;

9.9 If the Client provides or is held by the Company in the course of using the services provided by the Company with personal information or data of any of its representatives (including directors, employees, agents, clients (direct or indirect) or related parties) or any third parties, the Client undertakes and declares that the Client has obtained the relevant consent from the Client's representatives for the Company to use, process, dispose of or share or transfer such information or data in accordance with the purposes and requirements set out in this Code. The Client undertakes and declares that the Client has obtained the relevant consent from the Client's representative for the Company to use, process, dispose, share or transfer such information or data in accordance with the purposes and requirements described in this Code. And the Client agrees that the Client will provide the Company with proof of such agreement in a timely manner upon request,

9.10 The Company will not distribute information about the Client to other companies except for the purpose of conducting business, complying with applicable laws, protecting against fraud or making offers of products and services that the Company believes may be in the interest of the Client. The Company may also provide information to regulatory authorities and law enforcement officers in accordance with applicable law,

9.11 Upon the death of a Client, if the Client's executor(s) or personal representative(s) (the applicant) provides the Company with a certified true copy of the death certificate issued by the relevant government agency, the Company may, upon request, disclose the balance of the deceased Client's account and such other information about the Client as may be requested by the applicant.

#### 10. Guidelines for Handling Client's Identifiable Information for Purposes of Trading on Behalf of the Client

The Client understands and agrees that the Company may collect, store, process, use, disclose and transfer personal (including CID and BCAN(s)) relating to the Client for the purpose of providing the client with trading services in products such as securities, futures and options on the relevant Exchange and for the purpose of complying with the rules and regulations issued from time to time by the relevant Exchange and the relevant regulatory authorities in effect from time to time. Without limiting the foregoing, this includes-

10.1 disclosing and transferring the Client's personal data (including CID and BCAN(s)) to relevant Exchanges and/or relevant regulatory authorities in accordance with the rules and requirements of relevant Exchanges and relevant regulatory authorities in effect from time to time;

10.2 allow relevant Exchanges to:

10.2.1 collect, store, process and use the Client's personal data (including CID and BCAN(s)) for market surveillance and monitoring purposes and enforcement of the rules of the relevant Exchanges; and

10.2.2 disclose and transfer such information to the relevant regulators and law enforcement agencies so as to facilitate the performance of their statutory functions with respect to the financial markets; and

10.2.3 use such information for conducting analysis for the purposes of market oversight; and

10.3 allow relevant regulators to:

10.3.1 collect, store, process and use the Client's personal data (including CID and BCAN(s)) for the performance of its statutory functions including monitoring, surveillance and enforcement functions with respect to the financial markets; and

10.3.2 disclose and transfer such information to relevant regulators and law enforcement agencies in accordance with applicable laws or regulatory requirements.

The Client also agrees that despite any subsequent purported withdrawal of consent by him/her, the Client's personal data may continue to be stored, processed, used, disclosed or transferred for the above purposes after such purported withdrawal of consent.

Failure by the Client to provide us with personal data or such consent may mean that we will no longer, or will not be able to, as the case may be, execute the Client's trade instructions or provide account related services to the Client in relation to the relevant transaction, except for the sale, transfer or withdrawal of the client's existing holdings (if any).

**NOTE:**

The relevant Exchange(s) referred to in this Code means, in relation to Hong Kong, the Stock Exchange of Hong Kong ("SEHK") and/or the Futures Exchange. In relation to overseas, the issuing and public trading markets for securities, futures and options etc. traded by the Client through the Company. For the avoidance of doubt, the relevant Exchange(s) will be determined on the basis of the exchange(s) to which the products traded by the Clients belong and if the products traded by the Client are not relevant to a particular exchange(s), the Company will not provide such Client Data to such Exchange(s) in accordance with this Code.

Relevant regulatory body referred to in this Article means, in relation to Hong Kong, the SFC and any regulatory body in Hong Kong which has the relevant monitoring powers under the law. In relation to overseas, any regulatory body in the place where the relevant open market is located which has the power to monitor local open market transactions in accordance with local regulatory laws, regulations and rules.

"CID" means client identification data, which in relation to a client to whom a ECAN is assigned.

"BCAN" means Broker- to- Client Assigned Number, being a unique identification code in the format prescribed by the SEHK, generated by a relevant licensed or registered person in accordance with the SEHK's requirements.

For Hong Kong purposes, "BCAN" and "CID" shall bear the meaning as defined in paragraph 5.6 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission."

11. Pursuant to the Foreign Account Tax Compliance Act ("FATCA") and the Tax Regulations, the Company is required to notify the relevant governmental authorities of accounts opened with the Company by the Client who is eligible under the Act. The Client hereby agrees that the Company may process and disclose the Client's Data to the relevant governmental authorities in accordance with the Act and its related rules.

12. Subject to and in accordance with the terms of the Privacy Ordinance, the Client shall have the right to –

12.1 obtain information on data processing and to request access to the Data held by the Company concerning the Client;  
12.2 revoke at any time the consent granting the Company permission to process the Client's Data. Please note, however, that the Company still has the right to process the Data in question if it has other legitimate reasons (other than those subject to consent),

12.3 receive some Data in a systematic, commonly used and calculator-readable format and/or to request the Company to transmit such Data to third parties where technically feasible in certain cases. Please note that this right applies only to Data provided to the Company by the Client;

12.4 request the Company to correct the Data if the information in question is inaccurate or incomplete;

12.5 request the Company to delete the Data in certain cases. Please note that in certain circumstances, the Company may retain the Data in accordance with the law even if the Client requests the Company to delete the Data,

12.6 In certain circumstances, the right to object to and request restriction of the Company's processing of the Data. Similarly, in certain circumstances, the Company may process the Data and/or refuse the request in accordance with the law, even if the Client objects to or requests the Company to restrict the processing of the Data;

12.7 lodge a complaint with the Company's Client Service Department (as detailed below) if the Client believes that the Company has violated his or her right to personal data privacy,

12.8 in the case of personal credit records of the Client, to be informed of the Data that are routinely disclosed to credit reference agencies or debt collection agencies and to obtain further information in order to request access to and correction of the Data from the relevant credit reference agency or debt collection agency, and

12.9 instruct the Company to request the relevant credit reference agency to remove any account information about the terminated credit from its credit database after the Client has fully repaid the arrears and terminated the credit, provided that there has been no material default in the five years prior to the termination of the credit (as determined by the Company).

13. If there is any change in the personal information provided to the Company by the Client, please contact the Company's Client Service Department at the email/mail address set out below. The Company shall not be liable for any

infringement of privacy resulting from the Client's failure to notify the Company of such changes. Any requests for access and/or correction of any data submitted by the Client should be sent to the following address:

313 Capital Management Limited

Client Service Department

Address: Unit 1702, 17th Floor, The Phoenix, No. 23 Luard Road, WanChai, Hong Kong

E-mail cs@313-capital.com

\*Please indicate the Client's name and Client account number or contact number for follow-up. The company may ask you to provide additional data to verify the Client's identity for follow-up.

In accordance with the terms of the Personal Data (Privacy) Ordinance, the Company has the right to charge a reasonable fee for processing any request for access to Data.

This document does not limit the rights of the Client as a data subject under the Privacy Ordinance.

14. The Company will retain the Client's Data for the following purposes

Purpose of use - the Data shall be retained by the Company for a period as long as it is necessary for carrying out such purposes as set out in this Code, and

15. Legal obligations - the minimum period of data retention required by law and regulation. This Code is an attachment to the Agreement entered into between the Company and the Client and shall have the same legal effect as the Agreement.

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

17. The Company has the right to amend or change this Code from time to time without having prior consent by the Client. The Company shall notify the Client of such amendment(s) and/or change(s).