

## Agreement for Futures Trading Account 期貨交易帳戶協議

Huaxin Futures Limited (HXFL or “Broker”) is licensed under the Securities and Futures Commission (“SFC”) as a licensed corporation (CE No. BFX384) to carry out regulated activities, including dealing in futures (“Licensed Corporation”). The Broker's registered address is Unit H1, 17/F, MG Tower, 133 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong.

華信期貨有限公司(「華信期貨」或「經紀」)獲證券及期貨事務監察委員會(「證監會」)(中央編號.BFX384)發牌進行受規管活動,包括期貨交易(「持牌法團」)。經紀註冊地址為香港九龍觀塘海濱道 133 號萬兆豐中心 17 樓 H1 室。

These terms and condition set out the rights and obligations of you (the “Client”) and us, HXFL in connection with the operation of your trading account(s) opened or to be opened with us for dealing in and with futures and options. All the terms and conditions below are legally binding, so please read them carefully and seek legal professional advice before you agree to be bound by them.

本條款及細則就閣下(「客戶」)使用於華信期貨已開立或即將開立的交易帳戶,處理期貨及期權買賣,列出閣下和經紀各自的權利和義務。以下所有條款及細則均具有法律約束力,故此閣下在同意接受該等條款和細則約束前,請先仔細閱讀清楚及徵求獨立的法律專業意見。

### Interpretation 釋義

In this Agreement, unless the context requires: 在本合約中,除非下文另有規定,否則:

“Access Code” 「進入密碼」	means a Login User Name and/or a PIN/Password; 指登入用戶名稱及/或PIN/密碼;
“Account” 「帳戶」	means any one or more futures trading account(s) opened, maintained and operated by the Client with HXFL from time to time for use in connection with the purchase, sale, holding or other dealing in futures and options and other financial products effected through HXFL on behalf of the Client; 指已在華信期貨開立、維持及運作的一個或以上的期貨交易帳戶,用以透過華信期貨代表客戶進行期貨及期權或其他金融產品的買賣或持有;
“Account Opening Form” 「開立帳戶表格」	means the form prescribed by us for the purpose of opening an Account, and which is duly completed and signed by the Client, and together with documents furnished by the Client in support of the Client's application for opening an Account with the Broker; 指客戶填寫及簽署的開立交易帳戶之表格,並包括客戶向經紀申請開立帳戶而提供的所有文件;
“Affiliate” 「聯屬公司」	means, in relation to a party, an individual, corporation, partnership or any other form of entity, who is in a controlling entity relationship with that party, or any of such parties' directors, officers or employees; 指就任何一方而言,指與該方存在控權實體關係的個人、公司、合夥商號或任何其他形式的實體;或任何該等實體的董事、高級職員或僱員;
“Agreement” 「本合約」	means these terms and conditions, Risk Disclosure Statement, the circular to the Client relating to the Personal Data (Privacy) Ordinance (Cap 486), the Account Opening Form and any additional agreements between the Client and Broker, which shall be read together as thereafter may from time to time be amended or supplemented; 指本條款及細則、風險披露聲明書、免責聲明、個人資料(私隱)條例(第 486 章)客戶通告、開立帳戶表格及任何客戶與經紀之間的附加協議(上述文件應合併理解為原來簽訂的或其後不時修訂或補充的一份協議);
“Applicable Laws or Regulations” 「適用法律或規例」	means all relevant or applicable statutes, laws, rules, regulations, notices, guidelines, directives and circulars (whether or not having the force of law) of a governmental body or authority, the Exchange or any other exchange outside Hong Kong, any self-regulatory organization or other authority or organization (whether in Hong Kong or otherwise), as may be amended, varied, supplemented or replaced from time to time, and including (without limitation), the Securities and Futures Ordinance, the Securities and Futures (Contract Limits and Reportable Positions) Rules, the HKFE Rules and the Clearing House Procedures for Futures/Option Contracts Traded on the Automated Trading System of the Exchange of the Hong Kong Exchanges and Clearing Limited. 指所有政府機構或主管機構、交易所或其他香港以外之交易所、任何自我監管組織或其他主管機構或組織(不論是否在香港或其他地方)的所有有關或適用法規、法律、規則、條例、通知、指引、指示及通告(不論有沒有法律效力),而不時作出修正、更改、補充或代替,並包括(但不限於)證券及期貨條例、證券及期貨(合約限量及須申報的持倉量)、期貨交易所規則及在香港交易及結算有限公司的自動交易系統內進行期貨/期權合約交易的結算所程序。
“Asset” 「資產」	means items, whether or not capable of being delivered, such as cash, currencies, securities, investments, deposits, commodities or financial instruments (including Futures Contracts or Option Contracts) traded on an Exchange; 指在交易所交易的項目(不論該項目能否予以交付),例如現金、貨幣、證券、投資、存款、商品或金融工具(包括期貨合約或期權合約);

“Authorized Person” 「獲授權人士」	means, if the Client consists of one or more individuals, each such individual and any other person specified as an Authorized Person in the Account Opening Form, and in either case, such other person(s) as appointed in substitution therefor or in addition thereto and notified in writing to the Broker by an Authorized Person from time to time provided that any such appointment of other Authorized Person(s) shall be effective from the time of actual receipt of notification by the Broker; 若客戶由一名或多於一名個人組成, 指該等每個人及開立帳戶表格指明為獲授權人士的任何其他人, 若客戶為法人團體, 指客戶資料表指明為獲授權人士的任何董事或其他人士。在上述兩種情況下, 還包括經由一位獲授權人士以書面通知經紀的獲委任作為代替之其他人士或額外委任之作為獲授權人士的其他人士, 惟上述之其他獲授權人士之委任, 將於經紀實際收訖通知時生效;
“Beneficial Identity” 「客戶的實益身份」	means the ultimate beneficiary of an individual Account or in the case of a company or body corporate, the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate and includes a beneficiary holding an interest through a nominee or trust; 指個人客戶帳戶的最終受益人, 或如客戶為公司或法人團體, 則指公司或法人團體的股份資本最終實益擁有人, 包括通過代名人或信託而持有利益的受益人;
“Broker” 「經紀」	means Huaxin Futures Limited (HXFL); 指華信期貨有限公司 (「華信期貨」);
“Broker’s Group Company” 經紀之集團公司	means the ultimate holding company of the Broker and each and every Affiliate of such ultimate holding company; 指經紀的最終控股公司及該控股公司的每間聯屬公司;
“Business Day” 「營業日」	means any day on which the HKFE or Foreign Futures Exchange (as the case may be) opens for trading other than Saturdays, Sundays or public holidays and any other days declared by the HKFE or Foreign Futures Exchanges (as the case may be) to be non-business days; 指香港期交所或外地期交所(視情況而定)公開進行交易之任何日子, 惟不包括星期六、星期日、公眾假期及香港期交所或外地期交所 (視情況而定) 所宣佈並非營業日之任何其他日子;
“Charges” 「收費」	means sums payable to the Broker in respect of fees or commissions (whether as broker or as dealer) charged under this Agreement; 指根據本合約收取, 應付給予經紀 (無論作為經紀或交易商) 的費用或佣金;
“Charged Securities” 「抵押證券」	means such securities, investments and financial instruments (including the benefit of any foreign exchange contracts, commodities contracts or Futures Contracts or Option Contracts or any other property whatsoever) as the Client may, with the agreement of the Broker, deposit with or transfer to the Broker by way of security to protect the Broker against any loss or risk of loss on present, future or contemplated Contracts and/or Client Contracts; 指客戶可在經紀的同意下以抵押形式存放於或轉移予經紀, 以保障經紀免受現在、將來或已籌劃的合約及/或客戶合約的任何虧損或虧損風險的各類證券、投資及金融工具 (包括任何外匯合約、商品合約或期貨合約或期權合約的權益或任何其它形式的財物);
“Clearing House” 「結算所」	means in relation to HKFE, HKCC and, in relation to any other Exchange, any clearing house providing similar services for such Exchange; 指就期交所而言, 期交所結算有限公司, 及就任何其它交易所而言, 為該交易所提供同樣服務的任何結算所;
“Clearing House Margin” 「結算所保證金」	means the amount of cash required by way of margin, variation adjustment and/or interest rate cash adjustment (howsoever described) under the rules and regulations of the relevant Exchange, and/or Clearing House to be taken by the Broker from the Client, together with all sums of margin, variation adjustment and/or interest rate cash adjustment (howsoever described) for which the Broker must account to the relevant Exchange or Clearing House; 指就有關交易所及/或結算所之規則和規例指定, 需要以保證金、變價調整及/或利率現金調整 (不論實際稱謂如何)的方式, 由經紀從客戶收取的現金款額, 連同經紀必須向有關交易所或結算所作出交代的保證金、變價調整及/或利率現金調整 (不論實際稱謂如何) 的所有金額;
“Client” 「客戶」	means any person or persons, firm or company in respect of the Account whose particulars are set out in the Account Opening Form; 指任何個人、公司或商行的帳戶, 其資料詳載於開立帳戶表格;
“Client Contract” 「客戶合約」	means a Futures Contract or Option Contract between the Broker and the Client which is matched by a Contract and is identical in its terms except as to price and/or parties; 指經紀與客戶之間, 以某合約相配並除價格及/或立約人外, 其它條款均相同的期貨合約或期權合約;

<p>“Close Out” 「平倉」</p>	<p>means the entering into of a Contract which is equal and opposite to a Contract previously entered into (and each matching a Client Contract) so as to create a level position in relation to the Assets underlying the Contracts, or in relation to the Contracts themselves, in order to fix the amount of profit or loss arising from such Contracts (and with respect to the corresponding Client Contract); and the terms “closed out Contract” and “closing out” shall be construed accordingly;</p> <p>指訂立與過往訂立的合約等同及相反的合約 (而所有均與某客戶合約對配), 以就有關合約的資產或就該等合約自身造成同等持倉, 並訂定由該合約 (及就相應的客戶合約) 引起的利潤或虧損的款額; 而「已平倉合約」及「平倉」等詞將據此解釋;</p>
<p>“Close of Business” 營業日結束</p>	<p>means closing time of HKFE ; 指香港期交所收市時間;</p>
<p>“Code of Conduct” 「操守準則」</p>	<p>means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended from time to time; 指證券及期貨事務監察委員會持牌人或註冊人操守準則;</p>
<p>“Contract” 「合約」</p>	<p>means a Futures Contract or Option Contract entered into through a Dealer; 指通過交易商訂立的期貨合約或期權合約;</p>
<p>“Dealer” 「交易商」</p>	<p>means a member of an Exchange and/or Clearing House that is instructed by the Broker to enter into Futures Contracts or Option Contracts on an Exchange, and/or to clear the same; 指被經紀指示訂立及/或撤銷交易所之期貨合約或期權合約的交易所及/或結算所會員;</p>
<p>“Deposited Securities” 「寄存證券」</p>	<p>means Charged Securities, the certificates or documents of title which the Client has deposited by way of Margin; 指抵押證券, 而客戶將其所有權的證明書及文件以保證金方式寄存;</p>
<p>“Electronic Trading Service” 「電子交易服務」</p>	<p>means any facility provided or to be provided by the Broker from time to time under this Agreement which enables the Client to give Instructions relating to any Transaction, and send or receive other information services, in each case via electronic or telecommunications media (including through the use of mobile phones, touch tones, internet or other electronic or telecommunications devices as the Broker may from time to time prescribe), and including but not limited to services offered through the Broker's Electronic Trading System; 指經紀在本合約之下不時已提供或將提供的任何便利, 使客戶能夠透過電子或電訊媒介 (包括透過使用無</p>
<p>“Electronic Trading System” 「電子交易系統」</p>	<p>means the system through which trading is conducted by the Broker in accordance with the Instructions given via electronic or telecommunications media by the Client, including the website operated by HXFL and the software comprised therein; 指經紀提供的便利, 並包括華信期貨操作的網站以及其中所包含的</p>
<p>“Events of Default” 「違約事件」</p>	<p>Has the meaning given to that term in Clause 9.1; 指本協議第 9.1 章之涵義;</p>
<p>“Exchange” 「交易所」</p>	<p>means HKFE and any other exchange, market or association of dealers in any part of the world on which Assets are bought and sold; 指香港期貨交易所及世界其他地方資產於當中被購入及出售的任何其它交易所、市場或交易商組織;</p>
<p>“Futures and Options Business” 「期貨及期權業務」</p>	<p>means the business of dealing in Futures Contracts and Option Contracts; 指期貨及期權交易之業務;</p>
<p>“Futures Contract” 「期貨合約」</p>	<p>means a contract to:</p> <ol style="list-style-type: none"> <li>i. buy or sell for future settlement and/or delivery of an Asset; and/or</li> <li>ii. pay or receive a sum of money on future settlement by reference to an index or formula approved by the relevant Exchange;</li> </ol> <p>指任何合約, 內容為:</p> <ol style="list-style-type: none"> <li>i. 購入或出售於未來時間交收及/或交付某項資產; 及/或</li> <li>ii. 按照有關交易所認可的某指數或程式, 於未來時間交收時繳付或收取一筆款項;</li> </ol>
<p>“HKCC” 「期貨結算所」</p>	<p>means HKFE Clearing Corporation Limited; 指香港期貨結算有限公司;</p>
<p>“HKFE” 「期交所」</p>	<p>means Hong Kong Futures Exchange Limited; 指香港期貨交易所有限公司;</p>
<p>“HKFE Rules” 「期交所規則」</p>	<p>means collectively, the Rules, Regulations and Procedures of HKFE; 指香港期貨交易所的規則、規例及程序;</p>

“Hong Kong” 「香港」	means the Hong Kong Special Administrative Region of the People’s Republic of China; 指中華人民共和國香港特別行政區;
“Instruction” 「指示」	means any instruction given by the Client(s) or which appears to the Broker to have been given by the Client(s) or on the Client’s behalf by using the Electronic Trading Service, which relates to purchases, sales, holdings or other dealings in Futures Contracts and Option Contract and other financial products effected through HXFL on behalf of the Client, arising out of and/or are in connection with the Account, whether such instruction is in fact given by the Client or by an Authorized Person and whether such instruction is given orally, in writing, by facsimile, telex and/or by electronic means; 包括客戶使用電子交易服務發出的,或據經紀看來是由客戶或由他人代表客戶使用電子交易服務發出的,在任何方面有關華信期貨代表客戶進行的期貨及期權及其他金融產品買賣、持有或其他交易的指示。該等指示因帳戶及/或與客戶有關而產生,不論是確實由客戶發出或由獲授權人士代表客戶發出,也不論是以口頭、書面、傳真、電傳及/或電子方式發出;
“Investor Compensation Fund” 「投資者賠償基金」	means the Investor Compensation Fund established pursuant to the Securities and Futures Ordinance; 指按照《證券及期貨條例》成立的投資者賠償基金;
“Login User Name” 「登入用戶名稱」	means any number or characteristics representing the identity of the Client used in conjunction with the PIN/Password to gain access to the Electronic Trading Service; 指表示客戶身份的任何數字或特徵,連同 PIN/密碼一起使用,以取得電子交易服務之使用;
“Margin” 「保證金」	means such amount of cash, approved debt securities, approved securities, variation adjustments, interest rate cash adjustments or any other form of non-cash collateral as may from time to time be demanded by the Broker from the Client for the purpose of protecting the Broker against any loss or risk of loss on present, future, or contemplated Contracts and/or Client Contracts and not being less than the relevant Clearing House Margin; 指經紀可能不時為保障經紀免受現行、未來或已籌劃的合約及/或客戶合約的任何虧損或虧損風險而要向客戶索求的現金、核准債務證券、核准證券、變價調整、利率現金調整或任何其他形式的非現金抵押品的款額,而該款額應不少於有關結算所保證金;
“Open Contract” 「未平倉合約」	means a Client Contract or Contract which has not been closed out; 指未被平倉的客戶合約或合約;
“Option Contract” 「期權合約」	means a contract giving one party the right, but not the obligation, to buy or sell an Asset at an agreed price on or before an agreed date for: i. settlement and/or delivery; or ii. payment or receipt of a sum of money on settlement by reference to an index or formula approved by the relevant Exchange; 指任何合約賦予一方權利(但不含義務)在某議定之日期或該日期之前或當日以議定價格購入或出售某項資產,以作: i. 交收及/或交付; 或 ii. 按照有關交易所認可的某指數或程式於交收時繳付或收取一筆款項;
“Relevant Regulators” 「相關監管機構」	has the meaning given to that term in Clause 16.2; 指本協議第 16.2 章之涵義;
“PIN/Password” 「PIN/密碼」	means the Client’s sole personal identification number or characteristics, used in conjunction with the Login User Name to gain access to the Electronic Trading Service; 指客戶獨有的個人識別號碼或特徵,連同登入用戶名稱一起使用,以取得電子交易服務之使用;
“Securities and Futures Ordinance” 「證券及期貨條例」	means the Securities and Futures Ordinance (Chapter 571) and any subsidiary legislation of the laws of Hong Kong made thereunder as the same may be from time to time amended or re-enacted; 指不時修訂或重新制定立法的《證券及期貨條例》(香港法例第 571 章)及根據該等香港法例制定的任何附屬法例;
“Segregated Bank Account” 「獨立銀行帳戶」	means a current or deposit account, with an authorized financial institution or with any other person approved by the SFC pursuant to Securities and Futures Ordinance, in the name of the Broker and in the title of which the word “client”, “segregated”, “Non-House” or such other similar word or phrase appears and which constitutes a segregated bank account of the Broker, for the purpose of holding the Client’s money; 指與認可金融機構或證監會按照《證券及期貨條例》(香港法例第 571 章)認可之任何其他人士,以經紀之名義為持有客戶款項而開設及在其名稱內包括「客戶」、「獨立」、「非公司」或其他類似的字眼或用語的往來或存款帳戶,而有關帳戶亦構成經紀的獨立銀行帳戶;

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“SFC” 「證監會」	means the Securities and Futures Commission; 指證券及期貨事務監察委員會;
“Taxation” 「稅款」	means taxes, duties, imposts and charges of any nature, whether of Hong Kong or elsewhere in the world 指不論香港或世界其它地方的稅款、稅項、關稅及任何性質的收費;
“Transferred Securities” 「轉戶證券」	means Charged Securities title to which the Client has transferred or may from time to time transfer to the Broker or its nominee by way of Margin; and 指客戶以保證金方式將其所有權轉戶或可能不時將轉戶至經紀或其代名人的抵押證券;
“Transaction” 交易	means the entering into a Client Contract or Contract, closing out or effecting delivery and/or settlement of a Client Contract or Contract (which term shall include exercise or allocation of an Option Contract) in connection with this Agreement. 指就本合約訂立客戶合約或合約、平倉或完成客戶合約或合約的交付或交收(其意義包括期權合約的行使或分配。

Words importing the singular shall include the plural and vice versa.  
單數詞亦包括其眾數詞義, 反之亦然。



## WHEREAS 前言

- (I) The Client intends to open one or more Account(s) (as indicated in the Account Opening Form) with the Broker for the purpose of trading in commodities, futures, options, metals, interest rates, indices or other financial contracts (collectively referred to as “Commodities”).  
為交易期貨、期權、及其他期貨指數(以下統稱為「期貨合約」)之目的，客戶意欲在經紀人處開立一個或更多帳戶(該「帳戶」)(即為開立帳戶表格所指之帳戶)。
- (II) The Broker has agreed to open and maintain the Account on the terms and conditions set out hereunder and the Client has agreed to observe, perform and comply with the said terms and conditions.  
經紀人同意根據下列所載的條款與規定開立該帳戶，而客戶同意遵守，履行及服從下列所載的條款及規定。
- (III) The terms and conditions herein and the Schedules hereto and the Account Opening Form are collectively referred to as the “Agreement”.  
列載於在本協議中的以及在開立帳戶表格及附件中的條款(以下統稱為「本協議」)。

## NOW IT IS HEREBY AGREED as follows: 現雙方協議如下:

### 1. The Account 帳戶

- 1.1 The Client confirms and agrees that the information contained in the Account Opening Form or otherwise supplied by or on behalf of the Client to the Broker in connection with the opening an Account is complete, true and correct, and will inform the Broker of any material changes to such information as soon as possible. The Broker is entitled to rely on such information until written notice from the Client of any changes therein has been received. The Broker is authorized to conduct credit enquires on the Client to verify the information provided.  
客戶確認並同意「開立帳戶表格」內或以其他方式提供或經紀代表客戶與開戶有關之資料均屬完整、真實及正確。倘該等資料有任何變更，客戶將會儘快通知經紀。客戶特此授權經紀對客戶的信用進行查詢，以核實上述表格所載資料。
- 1.2 Whilst the Client expects the Broker to keep all matters relating to their Account confidential, the Client hereby expressly acknowledges that the Broker may be required to disclose the Client's confidential information to the Exchange, the SFC, government agencies, or to any persons pursuant to any court orders or Applicable Laws or Regulations and the Client hereby agrees that the Broker may comply with such requests and requirements without further notice to or consent from the Client.  
雖然客戶預期經紀對有關其帳戶的所有事宜保密，但客戶特此明確同意經紀可能有需要根據任何法院命令或適用法律或規例而向有關機構如交易所、證監會、政府當局或任何人，將客戶資料披露。經紀將無須知會客戶或取得客戶的同意而遵守上述要求。
- 1.3 The Client will advise the Broker promptly whether they are a U.S. person or acquire or hold any Futures Contract or Option Contract beneficially owned by or for U.S. person or in violation of any applicable law.  
如客戶是美國人、為美國人購買或持有任何期貨合約或期權合約、或違反任何適用法律，客戶承諾會立即通知經紀。

### 2. Transactions subject to Laws, Rules of Exchanges, etc. 交易須符合法律、交易所規則等

- 2.1 All Client Contracts and all Transactions shall be subject to this Agreement and, in respect of those Exchanges and/or Clearing Houses of which the Broker is a member or participant, the constitution, rules and regulations of the relevant Exchange and/or Clearing House (and in particular as regards Transactions effected on HKFE, the HKFE Rules) and all Applicable Laws or Regulations (whether or not having the force of law) whether imposed on the Client or the Broker. Without prejudice to Clause 14.2, the HKFE Rules contain provisions which require the Broker, upon the request of HKFE or the SFC, to disclose the name, Beneficial Identity and other such information concerning the Client, as HKFE or the SFC may require and the Client agrees to provide such information as the Broker may require in order for the Broker to comply with the HKFE Rules and Applicable Laws or Regulations. In the event that the Broker fails to comply with the disclosure requirement under Rule 606(a) or 613(a) of the HKFE Rules, the Chief Executive of HKFE may require the closing-out of positions held by the Broker on behalf of the Client or the imposition of a Margin surcharge on the positions of the Client. The Client recognizes that Transactions which are executed on Exchanges, other than HKFE or in markets other than those organized by the HKFE, may have a markedly different level and type of protection in relation to such Transactions as compared to the level and type of protection afforded by the HKFE Rules. Furthermore: -  
所有客戶合約及所有交易需受制於本合約，及就經紀乃其會員或參與者之交易所及/或結算所而言，有關交易所及/或結算所之憲章、規則和規例(及尤其當交易於期交所完成時，期交所之規則、規例和程序)以及所有不論管制客戶或經紀的適用法律或規例(不論是否具有法律效用)。在不損害第 14.2 條款規定之前提下，期交所規則規定經紀需應期交所或證監會的要求，披露客戶的名稱、實益身份及期交所或證監會可能需要的其它有關的客戶資料，而客戶同意提供經紀可能需要的有關資料，以便經紀能夠符合期交所所有規則及條例。如經紀未能符合期交所規則第 606(a)條或第 613(a)條下的披露規定，期交所行政總裁可能要求經紀代客戶持有的倉盤平倉或在客戶持倉上強加保證金附加費。客戶明白若客戶的交易是於期交所以外的交易所或於期交所組織的市場以外的其它市場內執行，該等交易的保障水平及類型與期交所規則所提供的保障水平及類型相比可能有明顯的分別。此外:
- a. in the event of any conflict between (i) this Agreement and (ii) any Applicable Laws or Regulations, the latter shall prevail;  
如 (i) 本合約與 (ii) 任何上述適用法律或規例有任何衝突，以後者為準;
- b. the Broker may take or omit to take any action it considers reasonably necessary in order to ensure compliance with Applicable Laws or Regulations and laws including, without limitation, adjusting the Account, disregarding any unexecuted orders or rescinding any executed Transactions;  
旨在確保遵守該等適用法律或規例，經紀可採取或不採取任何它認為適當的行動，包括(但不限於)調整帳戶，不理會任何尚未執行的指令或撤銷任何已執行的交易;
- c. Applicable Laws or Regulations that are applicable and all such actions that are taken shall be binding upon the Client; and  
該等適用法律或規例(如若適用)及經紀採取的所有行動對客戶均具約束力; 及

d. the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents, licences, permissions and authorizations as may be required in connection with the Client entering into this Agreement, any Client Contract or the Broker effecting any Transaction in connection with this Agreement.

客戶負責事先領取任何有關客戶訂立本合約或任何客戶合約或經紀執行與本合約有關的交易的政府或其它許可、牌照、允許及授權，並維持有效。

2.2 The Client consents to the disclosure of any information the Broker may have concerning the Client by the Broker and its agents as may be required by any Applicable Laws or Regulations from time to time.

客戶同意經紀及其代理人可不時按適用法律或規例披露任何經紀可能擁有關於客戶的資料。

2.3 If any provisions of this Agreement are or should become inconsistent with any present or future HKFE Rules and/or any Exchange or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall, to the extent necessary, be deemed to be rescinded or modified in accordance with any Applicable Laws or Regulations. In all other respects, this Agreement shall continue and remain in full force and effect.

若任何在本合約列出之條文是或者變成與任何現行或將來之法律、期交所及/或任何交易所或任何其它對本合約的內容有司法管轄權的有關主管機構或團體之規則或規例有任何不符，該條文應被視作已撤銷或按任何該等適用法律或規例而被修改。在所有其它方面，本合約仍繼續及維持十足效力及作用。

### 3. Dealing and Clearing 交易及結算

3.1 Subject to the provisions of the Securities and Futures Ordinance and any other Applicable Laws or Regulations, and provided that trading is executed competitively on or through the facilities of an Exchange in accordance with the rules and regulations of such Exchange, the Broker may take the opposite position to the Client's order whether on the Broker's own account or for the account of any Broker's Group Company or other Clients of the Broker or clients of any Broker's Group Company.

在不抵觸《證券及期貨條例》及任何適用法律或規例的情況下，假若買賣是以公平競爭的方式，或透過任何交易所的設施並根據該等交易所管制有關市場的規則及規例而執行的，經紀可採取與客戶的買賣指示相反的買賣盤，不論是為經紀本身或經紀之任何集團公司或其他客戶而進行的。

3.2 The Broker shall be entitled but not bound to act on a request from the Client to carry out a Transaction (whether directly or through a Dealer). The Broker may at any time and from time to time impose any limits including position limits on the Account and the Client agrees not to exceed such limits. Except as directed by the Client in circumstances where the Client is not in default under this Agreement, and no Event of Default (as defined in Clause 9 below) has occurred, the Broker shall have no obligation to Close Out any Contract or Client Contract.

經紀有權（但不受約束）應客戶要求執行交易（不論直接或通過交易商）。經紀可以隨時及不時對帳戶強加任何限制，包括帳戶的持倉限制，而客戶同意不超越該等限制。除客戶在沒有違返本合約及無違約事件（闡明於下列第9條款）發生的情況下發出指示外，經紀並無責任將任何合約或客戶合約平倉。

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

由於任何交易所在營運上或技術上的限制及資產價格非常急速及頻密的改變，造價或交易有時可能會遭延誤。經紀或未能經常按任何特定時間所報的價格或息率或按「最佳值」或「市價」交易。經紀無需就因其並未遵守或不能遵守代客戶採取任何限制指令的條款所產生的任何損失負責。當經紀因任何原因而無法執行任何客戶指令之全部時，經紀有酌情權只局部執行指令。當客戶作出任何執行指令的要求時，客戶必須在任何情況下接受其後果及受其約束。

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

經紀無須就下列事宜，為客戶蒙受的任何支出、虧損或損害負責或就經紀所獲得之任何利潤或收益向客戶作出交代：

- trading or dealing in Futures Contracts or Option Contracts or in any Asset underlying any Contract or Client Contract; and  
交易或買賣期貨合約或期權合約或有關任何合約或客戶合約的任何資產；及
- dealing in respect of Contracts or Client Contracts with the Client.  
與客戶就合約或客戶合約的買賣。

3.5 The Client shall indemnify the Broker, its directors, employees, agents and correspondents against all expenses, liabilities, claims and demands arising out of anything lawfully done by the Broker or such persons in connection with this Agreement.

客戶將對經紀及其董事、僱員、代理人及商業夥伴就經紀或該等人士依本合約所作出之任何合法行為而引起的所有支出、負債、索償及索求作出彌償。

3.6 The Broker may from time to time trade on its own account on any Exchange or with any Dealer or on account of any of the Broker's Group Company. A director or an employee of the Broker may trade on its own account on any Exchange or with any Dealer.

經紀可不時為經紀自身在任何交易所或與任何交易商或為經紀之任何集團公司進行交易。經紀的董事或僱員可以為自身在任 何交易所或與任何交易商交易。

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

客戶確認期貨結算所可在經紀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，以便將經紀代表客戶持有的任何未平倉合約，及客戶在帳戶內的任何款項及證券，轉調到期交所的另一個交易所參與者。

3.8 The Client acknowledges: 客戶確認:

- a. (i) that every Contract executed on HKFE is subject to the charge of an Investor Compensation Levy;  
所有在期交所內成交的合約均需繳交投資人士賠償徵費;
- (ii) that every Contract executed on HKFE is subject to the charge of a levy pursuant to the Securities and Futures Ordinance;  
所有在期交所內成交的合約均需繳交根據《證券及期貨條例》所收取的徵費;
- (iii) that the Client shall pay to the Broker brokerage commission and such other Charges at such rate or rates as the Broker may from time to time notify to the Client;  
客戶須按經紀不時通知客戶的比率向經紀交付經紀佣金及其它收費及費用;
- and further acknowledges that the cost of each such levy, such commission and other such charges attributable to the Client shall be borne by the Client; and  
及進一步確認所有歸因於客戶的徵費、佣金及其他費用概由客戶承擔; 及
- b. that, as regards HKFE, in the case of a default by the Broker where the Client suffers pecuniary loss, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and will be subject to the monetary limits specified in such Ordinance and accordingly that there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part, or at all.  
就期交所而言, 在經紀失責而客戶蒙受金錢損失的情況下, 投資者賠償基金所承擔的法律責任只限於《證券及期貨條例》所界定的有效索償, 並須受制於該等有關條例內所訂明的金額上限, 因此不能保證客戶在因該等失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。

3.9 The Client acknowledges that the Broker is bound by the HKFE Rules which permit HKFE to take steps to limit the positions or require the closing out of Contracts on behalf of the Client if HKFE is of the opinion that the Client is accumulating positions which are or may be detrimental to any particular market or markets, or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.

客戶確認經紀受期交所規則所約束, 而該等規則容許期交所採取行動, 限制持倉的數量或規定可代表客戶將合約平倉, 倘若期交所認為客戶所累積的倉盤正在或可能會對任何一個或多個特定的市場造成損害或正在或可能會對某個或多個市場 (視乎情況而定) 的公平及有秩序的運作產生不良影響。

3.10 All orders whether made by telex, cable, facsimile, mail, electronic means or orally are accepted and transmitted at the Client's risk.

The Broker shall not be responsible for the non-performance of its obligations under this Agreement by reason of any cause beyond the Broker's control including, without limitation, transmission or computer delays, errors or omissions, strikes and similar industrial action or the failure of any Dealer, Exchange or Clearing House to perform its obligations.

所有不論以電傳、電報、傳真、郵寄、電子形式或口頭作出的指令均會在客戶承擔風險的情況下被接受及轉傳。經紀無須因為任何非經紀能控制的原因, 包括 (但不限於) 傳遞或電腦的延誤、錯誤或遺漏、罷工及相類的工業行動或任何交易商、交易所或結算所不履行責任, 而致令不能履行本合約的責任而需要負責。

3.11 Any Authorized Person is authorized by the Client to give Instructions on behalf of the Client and the Client undertakes to the Broker from time to time and at all times to ratify and confirm any Instructions whatsoever given or purported to be given by any of the Authorized Persons for and on behalf of the Client, including without limitation, any Instructions which may be given or purported to be given by an Authorized Person between the revocation of the authority of such Authorized Person and actual receipt by the Broker of notice of such revocation. Any Instructions given or purported to be given by any Authorized Person after revocation by the Client of his authority shall be valid and effective in favour of the Broker if the Broker at the time of the receipt of such Instructions did not have actual notice of such revocation.

任何獲授權人士均獲客戶授權代表客戶發出指示。在此客戶不時及任何時間內向經紀作出承諾, 將會追認及確認經由或聲稱是經由任何一位獲授權人士代表客戶給予之任何指示, 包括 (但不限於) 在上述獲授權人士之授權被撤銷之時開始至經紀實際收訖有關上述撤銷授權之通知為止之間, 經由或聲稱是經由該獲授權人士所給予之任何指示。於客戶撤銷任何獲授權人士之授權後, 經由或聲稱是經由該授權之人士給予之任何指示, 應以有利於經紀的形式而有效及有用, 如經紀收訖有關指示之時, 實際上未有收到有關撤銷授權通知。

3.12 Unless otherwise proved beyond all reasonable doubt to the contrary, the Client acknowledges and agrees that any dealing in or with Futures Contracts or Option Contracts effected by the Broker pursuant to the Instructions of the Client or any Authorized Person shall not have resulted from the advice of the Broker.

除非能夠在無任何疑點下證明相反情況, 否則客戶承認及同意, 經紀根據客戶或任何獲授權人士的指示對期貨合約或期權約所作出的任何處理, 並非由經紀的意見所導致。

3.13 The Client confirms and agrees that, for the mutual protection of the Broker and the Client, the Broker may electronically monitor or tape record all conversations with the Client and/or any Authorized Person whether conducted on the telephone or through any other media and save in the case of manifest error, the Client will accept the contents of any such electronic record or tape recording as final and conclusive evidence of the Instructions and the content of the conversation.

客戶確認及同意, 為著保障經紀和客戶雙方利益, 經紀可將與客戶及/或任何獲授權人士的所有談話進行電子監察或錄音, 不論該等談話是透過電話或其他媒介進行。除有明顯錯誤外, 客戶將接納上述任何電子記錄或錄音的內容為有關談話的指示及其內容之最後及最終定論證據。

3.14 All orders given pursuant to this Agreement which may be executed on more than one Exchange may be executed on any Exchange that the Broker selects.

所有根據本合約發出而可在一個或以上交易所內執行之指令, 可以按經紀選擇在任何交易所內執行。



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

如有關交易所、結算所及/或交易商因任何原因(包括抵銷經紀本身的持倉)終止確認任何合約的存在或未能履行任何合約或將任何合約平倉,經紀無須(就相對的客戶合約或其他方面)負責。但該等終止或不履行應不影響客戶在本合約下有關於客戶已要求經紀訂立及尚未平倉的該等合約的義務及責任或其它由該等合約所引起的義務及責任。

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

經紀可就客戶指示下取得的合約,在任何時間及無需事先通知,並在其絕對酌情決定權下,採取其認為必須或適當的步驟,以遵守或履行、取消或清償經紀對有關交易所、結算所及/或交易商的任何義務(包括履行任何及全部該等未平倉合約及將該等未平倉合約平倉);並可為此目的而:

- buy or sell (in any manner howsoever and including from itself) the Asset underlying any Open Contract; and/or  
購入或出售(以任何方式,包括從其自身)任何未平倉合約下的資產;及/或
- borrow, buy or sell any currency; and/or  
借取、買入或出售任何貨幣;及/或
- apply any Margin or Charged Securities in each case so that all sums expended by the Broker in excess of any sums held by the Broker on the Client's behalf shall be paid by the Client to the Broker forthwith on demand.

在所有情況下應用任何保證金或抵押證券,以使客戶須應要求將所有超越經紀代客戶持有的金額的經紀開支立即繳付予經紀。

- 3.17 The Broker's written confirmations of Contracts entered into and settlement statements and statements of open and/or closed positions in respect of the Account shall be conclusive against the Client if not objected to in writing by the Client within seven (7) Business Days after transmission of the information contained in such confirmations whether by telephone, mail, electronic mail or otherwise to the Client. The records of the Broker shall in the absence of manifest error be conclusive and binding on the Client as to the amount standing to the debit or credit of the Account.

就經紀訂立的合約的書面確認書及成交單據及就帳戶有關的未平倉及/或已平倉合約的結單,倘若該等確認書內所載資料不論透過電話、郵寄、電子郵件或其它形式傳送至客戶後的7個營業日內,客戶不以書面方式向經紀提出反對,其所載事項將作為定論。經紀的紀錄,在沒有明顯錯誤的情況下,就列於帳戶貸方或借方的款額,將不可被推翻並對客戶具約束力。

- 3.18 Upon request from the Client, the Broker shall provide the specifications of, or copies of any prospectus or other offering document relating to products comprised in any Transaction which may be entered into on behalf of the Client under this Agreement and an explanation of Margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent.

經紀應按照客戶要求,提供依本合約代客戶進行的任何交易的產品的規格,或任何章程副本或其他要約文件,及解釋收取保證金的程序及在什麼情況下經紀可無需客戶同意而將客戶的持倉出售或平倉。

- 3.19 The Client acknowledges and agrees that the Broker shall, in its absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any Transaction effected with any person on behalf of the Client pursuant to the terms and conditions of this Agreement, including any commissions, rebates or similar payments received in connection therewith. The Broker shall also, in its absolute discretion, be entitled to offer any benefit in connection with any Transaction effected with any person for or on behalf of the Client pursuant to the terms and conditions of this Agreement, including any benefit relating to any commission, rebates or similar payments.

客戶知悉及同意經紀可以行使其絕對酌情權,索取、接受及保留任何為客戶按照本合約條款並受其條件約束,代表客戶與任何人士完成之任何交易有關之利益,包括為此等交易而收取的任何佣金、回佣或類似的款項。經紀亦可以行使其絕對酌情決定權,提供代客戶按照本合約條款及受其條件約束,代表客戶與任何人士完成之任何交易有關之利益,當中包括跟佣金有關的任何利益或跟此等交易有關的類似款項。

- 3.20 The Client acknowledges that the securities derivatives markets may have certain trading limits and disclosure requirements relating to securities and/or Futures and Option Contracts that may be held or controlled by a person; and require a person holding or controlling a reportable position to notify the relevant Exchanges, and that in relation to the Hong Kong securities derivatives market, the Client is subject to the trading limits and reporting obligations under the Securities and Futures (Contracts Limits and Reportable Positions) Rules and the rules of the Exchange. The Client further acknowledges that it is the Client's responsibility to observe position limits and to make reports where applicable.

客戶知悉證券衍生市場對任何人士持有或控制的證券及/或期貨及期權合約的數目作出某些交易限制及披露要求,及要求持有或控制須申報的持倉量的人士通知有關交易所,及就有關香港證券衍生市場,客戶須遵守《證券及期貨條例(合約限量及須申報的持倉量)》規則之交易限制及申報責任。客戶進一步知悉客戶有責任遵守持倉上限及在有需要時作出申報(如適用)。

- 3.21 The Client authorizes the Broker to allocate all the positions that are considered eligible under the "Clearing House Procedures for Futures/Option Contracts Traded on the Automated Trading System of the Exchange" to the Broker's "client offset claim account" maintained by the Broker with the Derivatives Central Clearing and Settlement System of the Exchange for a Margin offset claim.

客戶授權經紀可根據於交易所自動交易系統內買賣的期貨/期權合約之結算程序,把所有視為合資格的持倉分配到經紀在衍生產品結算及交收系統內維持的客戶按金對銷帳戶作按金對銷。

#### 4. Instructions 指示

##### A. In Writing/By Phone 經書面/電話

- 4.1 The Client may from time to time, either orally, in writing or by electronic mail, instruct HXFL to enter into or Close Out any Futures Contract and/or Option Contract on behalf of the Client and HXFL shall be entitled in its absolute discretion, but not bound, to accept such Instruction. Any such Instruction shall be transmitted at the risk of the Client, unless the Client expressly notifies

HXFL to the contrary in writing, HXFL may assume that the Client is acting as principal rather than as agent for another person(s).

客戶可不時以口頭、書面或電子郵件形式，指示華信期貨代表客戶作任何期貨合約及/或期權合約的訂立或平倉，而華信期貨有權自行酌情決定（但沒有義務）接受該項指示。任何該等指示的發送風險均由客戶承擔。除非客戶以書面明文通知華信期貨相反意向，華信期貨可假設客戶是以主事人身份發出指示而並非其他人士的代理人。

- 4.2 If the Client is acting on behalf of any other person(s) when instructing HXFL pursuant to this Agreement, HXFL will continue to treat the Client alone (rather than any such other person(s)) as its customer for all purposes and in relation to all obligations, and the Client will be liable as such. This applies even if the Client is acting on behalf of a person whom the Client has notified to HXFL and no such person(s) will be considered as "indirect customer". HXFL shall have no responsibility for compliance by the Client with any law or regulation governing the Client's conduct as a fiduciary, if applicable.

若客戶是代表其他人士根據本協議給指示予華信期貨，就所有目的及責任而言，華信期貨會繼續只當客戶為顧客（而並非該其他人），而客戶亦因此要負上有關責任。即使客戶已通知華信期貨客戶乃其他人士的代表，該其他人士也不會被當作「非直接顧客」。華信期貨將不須負責客戶是否遵從任何監管客戶作為受信任人之行為的法例或規則（如適用者）。

- 4.3 HXFL may act based on and rely upon any Instruction or other communication for any purpose which may be or purport to be given in writing (including, without limitation, by telex, fax or electronic mail) or orally by the Client, or the individual(s) named as Authorized Person(s) may give Instructions under the Account Opening Form. For this purpose the Client confirms that the signature set opposite the name of each of the individuals listed in the Account Opening Form is the genuine signature of such individual. Without prejudice to the foregoing, HXFL may use voice recording procedures in connection with communications with the Client and/or his/its Authorized Persons and any recorded voice will constitute conclusive evidence of the Instructions or conversations so recorded. All relevant tapes or recordings and the contents thereof shall be the sole property of HXFL, who shall have the absolute right to listen and copy the same or permit/authorize the listening and copying of the same.

華信期貨可按照並予以信賴由客戶或在期貨客戶開戶文件中指明經許可給予指示之人士為任何目的而以書面（包括但不限於電訊或傳真或電子郵件）或口頭方式發出或意指發出的指示或其他通訊行事。為此，客戶確認期貨客戶開戶文件中列出每名人士姓名旁的簽名乃該名人士的真確簽名。在不損害以上條款的前提下，華信期貨可就其與客戶及/或其授權代表進行的通話採取錄音措施，而按任何錄得的聲音將構成所錄指示或對話的確證。所有有關錄音帶或錄影及其內容均為華信期貨之獨有財產，其有絕對權力收聽及複製副本或許可/授權他人收聽及複製副本。

- 4.4 All Instructions from the Client shall be irrevocable for a period of 24 hours after they are made unless HXFL agrees otherwise in writing. Unless the Client gives specific Instruction to HXFL to the contrary and such Instruction is accepted by HXFL, the Client acknowledges that all orders, Instructions or requests in relation to the Account are good for the day only and that they will lapse at the end of the official trading day of the Exchange or market in respect of which they are given. HXFL shall be entitled to reply upon and to act as it considers fit as a consequence of, and in connection with, any Instruction that is given by the Client in the manner specified in Clause 4.1 above. HXFL may treat the Instruction as fully authorized by and binding on the Client regardless of the circumstances prevailing at the time of the Instruction, communication or amount of the Transaction, notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority (save for if the same is caused by the gross negligence, willful default or fraud of HXFL), and without requiring further confirmation in any form, provided that the HXFL believed the Instruction to be genuine at the time it was given. The Client shall keep HXFL and its directors, officers, employees, agents and correspondents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by HXFL or any of them arising out of anything done or omitted pursuant to any Instruction or communication.

除非華信期貨書面同意，否則客戶的一切指示在發出後二十四小時內不得撤銷。除非客戶向華信期貨發出且華信期貨已接受特定指令，客戶同意所有與其帳戶相關的命令、指令或要求僅限於發出當日有效，且在下單的交易所或市場交易日結束時失效。對於客戶按照以上 4.1 段指定的方式而發出的任何指示，只要華信期貨相信有關的指示在發出時是真確的，華信期貨即有權予以信賴及據之以其認為適當的方式行事，並可視之為已經由客戶充分授權並且對客戶具有約束力，而無須考慮到指示或通訊發出時的情況或交易的數額，亦不管有否出現與之有關的任何錯誤、誤解、欠缺清晰、欺詐、偽造或缺乏授權的情況（由華信期貨而產生的嚴重疏忽或故意的失職或詐騙則除外），並且無須要求任何形式的進一步確認。華信期貨或其任何董事、人員、僱員、代理人及商務代表按照上述任何指示或通訊而進行或忽略進行的任何事情如引起任何索償、要求、法律行動、訴訟、損害賠償、損失、費用及支出，客戶一概須要對華信期貨及其董事、人員、僱員、代理人及商務代表作出賠償。

- 4.5 If in its absolute discretion HXFL does not wish to accept any Instruction, it will notify the Client accordingly but shall not under 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 HXFL declining to act on such Instruction or omitting or delaying to notify the Client.

華信期貨如自行酌情決定不欲接受任何指示，應將之通知客戶，但在任何情況下均無須就客戶因華信期貨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。

- 4.6 HXFL may, for the purpose of carrying out any Instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in any manner with HXFL or any Affiliate of HXFL, on such terms and conditions as HXFL may in its absolute discretion determine. HXFL or any Affiliate of HXFL may be the counterparty to any Transaction effected by HXFL on the Client's behalf.

為了執行客戶給予的指示，華信期貨可以自行按其酌情權決定的條款及條件與任何其他代理人（包括以任何方式與華信期貨有關聯的任何人士或個體或任何華信期貨聯屬公司）訂立合約或以其他方式與之交易或透過其進行交易。華信期貨或任何華信期貨聯屬公司可作為華信期貨代表客戶履行任何交易之相反另一方。

- 4.7 If HXFL or its agent is not able to enter into the number of Futures Contracts or Option Contracts that are specified in any Instruction, HXFL (or its agent) may enter into any lesser number of such Contracts as it may in its absolute discretion determine and the Client shall be bound by such Contracts provided that HXFL or its agent (as the case may be) shall have no obligation or liability whatsoever in respect of any Futures Contracts or Option Contracts specified in any Instruction that has not been entered into.
- 倘若華信期貨或其代理人無法訂立任何上述指示所指定數量的期貨合約或期權合約、華信期貨或其代理人可全權酌情決定訂立較少數量的合約，而客戶必須受到該等合約約束，但華信期貨或其代理人（視乎實際情況而定）無須就指示上指明但沒有訂立的任何數量的期貨合約或期權合約以任何方式承擔任何義務或責任。
- 4.8 HXFL will give notice to the Client of the details of any Futures Contract or Option Contract (including product specification and any prospectus or other offering document covering such product) entered into by HXFL on behalf of the Client in the form, containing details and provided to the Client within the time limit as may be prescribed by any Applicable Laws or Regulations. Oral reports of the execution of Instructions and written confirmations and statements of account rendered by HXFL to the Client pursuant to the terms of this Agreement shall, in the absence of manifest error or unless objected to by the Client, within 48 hours after dispatch thereof, be conclusive and binding on the Client.
- 華信期貨將會把其代表客戶訂立的任何期貨合約或期權合約(包括貨品細明及任何資料小冊子或其他有關該貨品的推銷文件)的細節通知客戶，通知的形式、所載的細節以及發給客戶的時限按適用法律或規例或法律可能作出的規定辦理。華信期貨根據本協議的條款而就指示的執行向客戶發出的口頭報告及書面確認以及帳目結算表，如無明顯錯誤或客戶在通知發出後 48 小時內沒有提出反對，即屬決定性的，對客戶具有約束力。
- 4.9 If any relevant Exchange and/or Clearing House and/or agent on or through which any Futures Contract or Option Contract has been entered into by HXFL on behalf of the Client requires any alteration of any terms or conditions of any such Contract, HXFL may take all such action as it may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof or to avoid or mitigate loss thereunder and all action shall be binding upon the Client.
- 假如華信期貨代表客戶訂立期貨合約或期權合約所涉及的交易所及/或結算所及/或其委託的代理人要求對該等合約的任何條款或條件作出修訂，華信期貨可採取其可能自行酌情認為必要或適當的一切行動，以符合有關的要求或作為對應或避免或減輕由此造成的損失，而所有該等行動對客戶均具有約束力。
- 4.10 Every Futures Contract entered into by HXFL on behalf of the Client is made on the understanding that both HXFL and the Client contemplate actual performance of the Contract and, as between HXFL and the Client, shall be deemed to contain obligations on the Client and HXFL to settle the Contract and/or deliver the Commodity that is the subject matter of the Contract, as the case may be. In respect of Open Contracts maturing in a current futures month, the Client shall, at least one (1) Business Day before the cut-off date for the tender of exercise Instructions prescribed by the writer of the Futures/Option Contract or the relevant Exchange, Clearing House, or other person(s) (whichever prescribes the earliest cut-off date), either give Instructions to HXFL to Close Out the Contract or deliver to HXFL all monies or Commodities deliverable by the Client under such Contracts in order to enable due settlement of the Contracts by HXFL in accordance with the rules of the applicable Exchange or Clearing House. If the Client fails to provide HXFL with such Instructions, monies or Commodities on or before the deadline, HXFL may without notice to the Client either Close Out the relevant Contracts, or make or receive delivery on behalf of the Client upon such terms and by such methods as HXFL may in its absolute discretion determine. The Client shall keep HXFL indemnified in respect of all costs, losses, claims, penalties, fines, taxes, damages and expenses incurred by HXFL as a result of any action taken by HXFL in connection with the delivery, exercise or settlement effected pursuant to the terms of this Clause 4.10, save for any action that may arise as a consequence of the gross negligence, willful default or fraud of HXFL.
- 華信期貨代表客戶訂立的每一份期貨合約，均是基於華信期貨及客戶雙方皆打算確切履行該等合約的理解而訂立，而在華信期貨及客戶彼此間而言，並被視為規定客戶與華信期貨有責任就合約進行交收及/或交付合約標的物所指的商品(視乎實際情況而定)。對於在當下期貨月屆滿的未平倉合約，客戶最少須在該期貨/期權合約賣方或有關交易所、結算所或其他人士指定提交行使指示最後限期(以所述明的最早的限期為準)的 1 個營業日之前，指示華信期貨進行平倉或者向華信期貨交付客戶在合約下應交付的所有款項或商品，使華信期貨得以根據有關交易所或結算所的規則進行合約交收。假如客戶未能在上述期限當日或之前向華信期貨提供該等指示、款項或商品，華信期貨可以無須發出通知而進行平倉或者代表客戶作出或接受交付、所涉的條款與辦法由華信期貨全權酌情決定。華信期貨如就按照本 4.10 段條款進行的任何交付、行動或交收採取行動而產生任何費用、損失、索償、處罰、罰金、稅項、損害賠償及開支，客戶須保證向華信期貨全數賠償，但由於華信期貨嚴重疏忽或故意的失職或詐騙而產生的除外。
- 4.11 Notwithstanding anything herein to the contrary, if HXFL or its agent (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of all or any part of any amount or delivery of all or any part of any amount of any Commodity (whether from the relevant Exchange and/or Clearing House and/or any other person) due to be paid or delivered to the Client in respect of any Futures Contract or Option Contract entered into by HXFL for or on behalf of the Client on the due date for payment or delivery in accordance with the rules and regulations of the relevant Exchange and/or Clearing House and/or any Applicable Laws or Regulations, HXFL' obligations to make payment, or to deliver any Commodity to the Client in respect such Futures Contracts or Option Contracts shall thereupon and by virtue of such failure become obligations to make payment of such amount or delivery of such amount of such Commodity as is equal to such payment or such amount as is actually received by HXFL in respect thereof.
- 儘管本協議有相反規定，華信期貨或其代理人（視乎實際情況而定）假如因任何原因而未能就華信期貨代表客戶訂立的任何期貨合約或期權合約在到期付款或到期交收之日收到根據有關交易所及/或結算所的規則及規例及/或任何適用法律或規例規定向客戶支付的任何款項的全部或其中任何部分或規定向客戶交付的任何商品數額的全部或其中任何部份（不論是從有關的交易所及/或結算所及/或任何其他人士收取），則華信期貨就該等期貨合約或期權合約而有責任向客戶支付的款項或交付的商品即因為上述未能收足款項或商品而隨即成為向客戶支付華信期貨實際所收的款項或交付華信期貨實際所收的商品數額。



- 4.12 HXFL shall be entitled, in its absolute discretion, but shall not be bound to act on any Instruction from the Client to take any action whatsoever or howsoever against any Exchange and/or Clearing House and/or any other person in respect of any failure by the Exchange and/or Clearing House and/or other person to make any payment or to deliver any amount of any Commodity in respect of any Futures Contract or Option Contract entered into by HXFL on behalf of the Client as provided in Clause 4.11 above provided that if any such action is taken by HXFL, the Client shall indemnify HXFL in respect of all costs, claims, demands, damages and expenses arising out of or in connection with taking of such action.
- 遇有任何交易所及/或結算所及/或任何其他人士如第 4.11 段般沒有就華信期貨代表客戶訂立的任何期貨合約或期權合約支付任何款項或交付任何商品的任何數額，華信期貨有權自行酌情決定（但沒有義務）按客戶的指示向該等交易所及/或結算所及/或任何其他人士採取任何行動，但假如華信期貨採取該等行動，客戶須保證向華信期貨償付因採取行動或就採取行動而產生的一切費用、索償、要求、損害賠償及支出。
- 4.13 The Client shall, forthwith upon request by HXFL, supply to HXFL in relation to any Futures Contract or Option Contract entered into by HXFL on its behalf such information in relation to the delivery and/or settlement and/or (in the case of an Option Contract) exercise of any such Futures Contract or Option Contract which has not been closed out or, as the case may be, exercised, as HXFL may request.
- 在華信期貨提出要求時，客戶須就華信期貨代表客戶訂立的期貨合約或期權合約，向華信期貨提供華信期貨要求的與該期貨合約或期權合約中尚未平倉或行使權力者（視乎實際情況而定）的交付及/或交收及/或（如為期權合約）權力行使狀況有關的資料。
- 4.14 Any statement or confirmation issued by HXFL stating the price or value at which any Futures Contract or Option Contract is entered into or closed out, or the exchange rate applicable in any currency conversion, or the amount owing by the Client to HXFL at any given time, shall (in the absence of manifest error) be binding on the Client as to the particulars stated.
- 任何由華信期貨發出的結單或確認書，述明在任何指定時間任何期貨或期權合約的訂立或平倉價格或價值，或任何貨幣兌換中採用的兌換率，或客戶欠華信期貨的數額，如果當中的內容沒有明顯的錯誤，則將會就所述的細節對客戶有約束力。
- 4.15 The Client shall pay HXFL forthwith upon demand by HXFL at any time or on any payment due date, (whichever is the earlier) the full amount of all losses, debit balances and deficiencies resulting from any Transaction, or from the operation of the Client's Account. Payment shall be made in such currencies as HXFL may from time to time prescribe, and not later than the Close of Business (in Hong Kong) on the date on which payment is required to be made. The Client will be responsible to HXFL for any losses, costs, fees and expenses in connection with the Client's failure to meet the its obligations on demand, or by the due date as described as above. All payments by the Client for Transactions or otherwise in connection with this Agreement shall be made in cleared funds in the currency and at the place specified by HXFL, (a) free and clear of any restrictions, conditions or equities, (b) free and clear and without any deduction or withholding on account of any taxes; and (c) without deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.
- 4.16 客戶須即時應華信期貨在任何時間作出的要求或在付款到期日（以較早者為準）向華信期貨支付因任何交易而產生，或因操作客戶帳戶而產生的所有損失，借方結餘及不足之數。有關的支付須依照華信期貨不時述明的該等貨幣及於須付款當天的營業時間（香港時間）結束前作出。如客戶未能履行其依照上述要求或在到期日或之前進行交付的責任，則客戶須對任何因此而涉及的損失、成本、費用及開支向華信期貨負責。所有就本協議的交易或其他的支付，必須按照華信期貨指明的貨幣及在其指明的地方以已結算的款項進行，且(a) 沒有任何限制、條件或衡平法權益結束；(b) 無限制及清楚可動用，以及沒有因稅項原因作出任何扣除或預扣，及 (c) 沒有就任何其他數額作出任何扣除或預扣，不論是透過抵消、反申索或其他。
- 4.17 The Client authorizes HXFL to instruct overseas brokers and dealers to execute Transactions in overseas securities on such terms and at such times as HXFL in its discretion deems fit and the Client acknowledges that the terms of business of such overseas broker and dealers shall apply to the Transactions and the Client agrees to be bound by such terms.
- 客戶授權華信期貨以其酌情權認為恰當之條款及時間向海外經紀和交易商發出指示進行交易，並承認該海外經紀和交易商之商業條款對該交易適用，而客戶同意受該條款約束。
- 4.18 Unless HXFL is specifically notified to the contrary at the time that the Client is placing Instructions to buy or to sell or otherwise deal in any Futures Contract or Option Contract, the Client represents and warrants to HXFL that the Client is not, or in the case where the Client is a company or body corporate, none of the Client's officers are a connected person (as defined in the Listing Rules and/or the Growth Enterprise Market ("GEM") Listing Rules as the case may be) of the issuer of the securities which are or are directly relevant to the subject of the Instructions.
- 除非華信期貨在客戶發出買賣或以其他方式交易證券之指示時獲得特別的相反通知，否則客戶向華信期貨陳述及保證：客戶或客戶之人員（如客戶為一間公司或法團），則客戶之人員，並非該些指示中之標的物或直接與其有關的證券發行者之關連人士（定義見上市規則及/或創業版之上市規則，按情況而定）。
- B. By Electronic Means 經電子交易**
- 4.19 Only the Client may access the Account and give Instruction to the Broker via the Electronic Trading Service. The Client acknowledges and agrees that the Client shall be the only authorized user of the Electronic Trading Service under the Account. The use of the Electronic Trading Service shall be subject to the terms of this Agreement and such other terms and conditions as may be prescribed by the Broker from time to time.
- 客戶僅可透過電子交易服務來存取帳戶及向經紀發出指示。客戶知悉及同意，客戶是在帳戶之下唯一獲授權使用電子交易服務的用戶。對電子交易服務之使用，須受本合約的條款以及經紀可能不時指定的其他條款及細則所制約。
- 4.20 The Broker shall have the absolute discretion to accept or reject any Instructions without assigning any reasons therefore to the Client. In particular, but without limitation to the foregoing, the Broker shall have the right not to execute any instruction until there is sufficient cleared funds or sufficient securities in the Account.
- 經紀有絕對酌情權決定是否接受任何指示，無須為此給予客戶任何理由。尤其是，但不限制上述規定，經紀有權不執行任何指示，直至帳戶之內有足夠的可即時動用的資金或有足夠的證券為止。



- 4.21 The Client hereby consents to using the various media offered via the Electronic Trading Service for communication or transmission of data or information. In particular, the Client consents to the use of electronic media for the purpose of giving Instructions and other communications with the Broker, and authorizes the Broker to accept electronic Instruction and other communication from the Client via the Electronic Trading Service as the original Instruction or communication from the Client.  
客戶特此同意把透過電子交易服務提供的各個媒介用於數據或資訊的通訊或傳輸。尤其是,客戶特此同意使用電子媒介作為向經紀發出指示或與經紀進行其他通訊之用,並授權經紀將客戶發出的電子指示及其他通訊,作為原來由客戶發出的指示或通訊予以接受。
- 4.22 The Client acknowledges and agrees that it may not be possible to cancel an Instruction after it has been given.  
客戶知悉及同意,一旦指示已經發出,一般而言是不可能取消的。
- 4.23 If the Client experience any problems in reaching the Broker through the Electronic Trading Service, the Client should attempt to use alternate methods to communicate with the Broker and shall inform the Broker of such problems. However, the Client acknowledges and agrees that if the Client has given the same Instruction through more than one method, the Broker will treat the duplicate Instruction as a separate Instruction unless the Broker is actually informed by the Client that the Instruction is a duplicate before the Instruction is executed.  
如果客戶在透過任何特定方法與經紀聯絡時出現任何問題,客戶應嘗試使用其他方法與經紀聯絡,並應把該等問題通知經紀。然而,客戶確認及同意,倘若客戶已透過一個以上方法發出相同指示,則除非客戶在該指示被執行之前實際上已知會經紀該指示是重複的指示,否則經紀將把重複的指示作為獨立的指示處理。
- 4.24 The Client hereby authorizes the Broker to act upon any Instructions given with the use of the Access Codes. All Instructions given or purported to be given through the use of the Access Codes are binding on the Client.  
客戶特此授權經紀按照使用進入密碼發出的任何指示行事。透過使用進入密碼發出的或看來是使用進入密碼發出的所有指示均對客戶具有約束力。
- 4.25 The Client shall be responsible for the confidentiality, security and use of the Access Codes and undertakes not to, and to procure that its directors, officers, employees and agents shall not:  
客戶應對(並應促使其董事、高級職員、僱員及代理人)客戶的進入密碼的保密性、安全性和使用負責,並承諾不會:  
a. disclose the Access Codes to any third party; or  
向任何第三方披露進入密碼;或  
b. write down or record the Access Codes in a way that could facilitate misuse or fraud.  
促使不當使用或詐騙的方式寫下或記錄進入密碼。  
The Client agrees that the Client shall be solely responsible for all Instructions entered via the Electronic Trading Service by using the Access Codes (whether authorized by the Client or not, and regardless of any other mandate or Instructions the Client may provide to the Broker). Instructions provided by the Client electronically or through any other telecommunications media shall be treated as if they have been made in writing and signed by the Client. The Client shall be liable to the Broker for all losses and damages incurred or suffered by the Broker in connection with or resulting from any breach of the provisions in this Clause 4.24.  
客戶同意,客戶須自行對使用進入密碼透過電子交易服務而輸入的一切指示負責(不論是否經客戶授權輸入,亦不論客戶可能向經紀提供任何其他委託指示)。客戶透過電子媒介或任何其他電訊媒介作出的指示應視作為經由客戶以書面作出及簽署的指示。經紀如就本 4.24 條的規定被違反或因該等違反而招致或蒙受損失和損害,客戶須就一切該等損失和損害向經紀負責。
- 4.26 The Client undertakes to notify the Broker of any loss, unauthorized disclosure or misuse of the Access Codes within 24 hours from the time the Client becomes aware of such matter. Unless and until the Broker actually receives such notification, the Client shall have no claim whatsoever against the Broker and shall be liable to the Broker for all losses and damages incurred or suffered by the Broker in respect of any use of the Client's Access Codes, whether authorized by the Client or not.  
客戶承諾,如遭失進入密碼或進入密碼未經授權而被披露,或被不當使用,客戶應在得悉事件之時起計 24 小時內通知經紀。除非經紀已確實收到該項通知,否則在此之前,客戶無權向經紀提出任何申索。如任何人士(不論是否由客戶授權)使用客戶的進入密碼,致使經紀招致或蒙受損失和損害,客戶須就一切該等損失和損害向經紀負責。
- 4.27 The Broker shall not be deemed to have received the Client's Instructions or executed the Client's orders, unless and until the Client is in receipt of the Broker's acknowledgement or confirmation relating to the execution of orders either in writing, or by phone, or by e-mail or other electronic or other means as prescribed by the Broker from time to time (including, without limitation, posting on a section or sections of the website(s) specifically designated for access by the Client). The Client further acknowledges and agrees that, as a condition of using the Electronic Trading Service to give Instructions, the Client shall immediately notify the Broker in writing if:  
除非客戶收到經紀的通知,承認或確認已執行客戶以書面方式或透過電話或電郵或經紀不時訂明的其他電子方式或其他方式發出的指令(包括但不限於在網站上特別指定供客戶進入的欄目上刊登),否則,在此之前,經紀不應被視為已收到該等指示或已執行該等指令。客戶進一步承認並同意,作為使用電子交易服務發出指示的條件,如果有下列情況,客戶應立即書面通知經紀。  
a. an Instruction has been placed via the use of the Electronic Trading Service and the Client has not received an order number;  
指示已透過使用電子交易服務發出,但客戶並未收到指令號碼;  
b. an Instruction has been placed via the use of the Electronic Trading Service and the Client has not received an acknowledgement or an accurate acknowledgment (whether through hard copy, electronic, or verbal means) of the Instruction or of the execution;  
指示已透過使用電子交易服務發出,但客戶並未獲通知承認已收到指示或執行指示,或指示獲認收,但其中的內容並不準確(不論該等認收通知的形式是書面、電子或口頭的);  
c. the Client becomes aware of any unauthorized use of the Client's Access Code; or  
客戶發覺任何未經授權而使用客戶進入密碼;或

- d. the Client has received an acknowledgment (whether through hard copy, electronic, or verbal means) of an execution for an Instruction which the Client did not place.

客戶收到已執行指示的確認通知 (不論其形式是書面、電子或口頭的), 而客戶並無發出該指示。

If the Client fails to notify the Broker in writing of the occurrence of any of the above events within 24 hours, the Client shall be deemed to have accepted the outcome. Neither the Broker nor any of its officers, employees or agents shall have any responsibility or liability to the Client or to any other person whose claim may arise through the Client for any claims with respect to the handling, mishandling or loss of any Instruction.

如果客戶沒有在上述任何事件發生後 24 小時內立即書面通知經紀, 則客戶應被視為已接納其結果, 而經紀或其任何高級職員、僱員、代理人均無須就有關處理、不當處理或遺失任何指示的任何申索對客戶或可能透過客戶提出申索的任何其他人士負責。

- 4.28 The Client further agrees that the Broker shall not be liable for:

客戶進一步同意, 經紀無須對下列各項負責:

- a. any consequential, incidental, special, or indirect damage (including lost profits, trading losses and damages) that result from any inconvenience, delay or loss through the use of the Electronic Trading Service; and  
由於電子交易服務的不方便、延誤或透過使用電子交易服務引起的損失而導致的任何相應損害、附帶損害、特殊損害或間接損害 (包括利潤損失、交易損失和損害賠償); 及
- b. any losses resulting from a cause over which the Broker does not have direct control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems (e.g. if the Client is unable to access the online service provider), unauthorized access, theft, operator errors, severe weather, earthquakes, floods and strikes or other labor problems.

由於經紀不能直接控制的原因導致的任何損失, 該等原因包括 (但不限於) 電子或機械設備故障, 或通訊線路、電話或其他接駁問題 (例如, 客戶無法使用網絡服務供應商的服務)、擅自存取、盜竊、操作員的錯誤、惡劣天氣、地震、水災、以及罷工或其他勞資問題。

- 4.29 The Broker may (but shall not be obliged to) monitor electronically or record any or all telephone conversations with the Client and/or any of the Client's Instructions or orders given through the use of the Electronic Trading Service. The Client agrees to accept the contents of any such electronic records or recordings as final and conclusive evidence of the contents and are binding on the Client. The Client agrees that such records shall be admissible in court as evidence of the existence of the transactions and communications and of the facts contained therein, to the extent permitted by Applicable Laws or Regulations.

經紀可能 (但並非必須) 對其與客戶進行的任何或一切電話通話及/或客戶透過使用電子交易服務發出的任何指示或指令進行電子監察或記錄。客戶同意接受任何該等電子紀錄的內容作為該等內容的最終和決定性的證據, 而且該等內容對客戶有約束力。客戶同意, 在適用法律或規例允許的範圍內, 該等內容可在法庭上被接納為證據, 證明交易及通訊以及其中所載事實的存在。

- 4.30 The Client accepts that the Broker may (but shall not be obliged to) send trade confirmations (either in the form of contract note or otherwise), notices, information, data or other documents to the Client via such electronic media as the Broker may prescribe or may provide such information to the Client through the electronic posting of such information, and the Client consents to receiving of such information in electronic form. The Client shall print out such information forthwith without delay to maintain the Client's own records if necessary.

客戶接受, 經紀可以 (但並非必須) 透過其指定的電子媒介向客戶發出交易確認 (可以是成交單據或其他形式)、通知、資料、數據或其他文件, 或透過將該等資料以電子形式張貼而提供該等資料, 而客戶同意以電子方式收取該等資料。如有需要, 客戶應立即印出該等資料, 以便自行保存紀錄。

- 4.31 The Client acknowledges and agrees that the Electronic Trading Service, Electronic Trading System and the software comprised therein are proprietary to the Broker, and/or third party service providers. The Client warrants and undertakes that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter the software in any way, and shall not attempt to gain unauthorized access to any part of the Electronic Trading Service, Electronic Trading System or any of the software comprised therein, and shall inform the Broker if the Client is aware that any person does so or attempts to do so.

客戶承認並同意, 電子交易服務、電子交易系統及其中的軟件均屬經紀、和/或第三方服務提供者所有。客戶保證並承諾, 客戶不得 (亦不得試圖) 干擾、修改、反匯編、以反向工程的方式或任何其他方法更改電子交易系統或其中任何軟件的任何部份, 亦不得試圖擅自使用電子交易服務、電子交易系統或其中任何軟件的任何部份。如果客戶察覺有任何人這樣做或試圖這樣做, 應通知經紀。

- 4.32 The Electronic Trading System may provide, for information purposes only, data or information about futures and options and other investments published or disseminated by third parties. The Client understands that third parties may assert a proprietary interest in all of the data they furnish. The Client acknowledges that neither the Broker nor any third parties guarantee the timeliness, sequence, accuracy or completeness of such data or information. The Client further acknowledges that data available through Electronic Trading System may not represent real-time market quotes for the relevant futures, options and investments. The Client agrees to hold harmless the Broker and such third parties, for:

電子交易系統可能提供由第三方公佈或發佈的關於期貨及期權及其他投資的數據或資料, 以供參考之用。客戶理解, 該等第三方可以就其提供的一切數據宣稱擁有所有權權益。客戶承認, 經紀或任何第三方均不就該等數據或資料的時間性、先後次序、準確性或完整性作出擔保。客戶亦承認, 透過電子交易系統獲得的數據未必是有關期貨及期權和投資的即時市場報價。客戶同意使經紀及上述第三方免受因下列各項造成的損害:

- a. any inaccuracy, error, or delay in, or distortion or omission of (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information or message; or

以下各項的任何不準確、錯誤或延誤或失真或遺漏: (i) 任何該等數據、資料或訊息或 (ii) 任何該等數據、資料或訊息的傳送或交付; 或

- b. any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, distortion or omission, (ii) non-performance, or (iii) interruption of any such data, information, or message.

因以下各項引起或造成的任何損失或損害: (i) 任何上述不準確、錯誤、延誤、失真或遺漏, (ii) 不履行責任, 或 (iii) 任何該等數據、資料或訊息受干擾。

- 4.33 Without prejudice to any other provisions of this Agreement, the Client agrees that certain information accessible on Electronic Trading System is provided or compiled by the Exchange, HKEx Information Service Ltd. or other information providers pursuant to agreements between the Broker and such information providers. The information providers may issue directions to the Broker from time to time and the Client shall provide such assistance as the Broker may reasonably require enabling it to comply with such direction. The Client also agrees that, without the prior approval of the information providers, the Client shall not, with respect to any information provided by such information providers:
- 在不損害本合約其他條文下, 客戶同意, 可以在電子交易系統存取的某些資料是由聯交所或香港聯合交易所資訊服務有限公司或其他資料提供者根據經紀與該等資料提供者訂立的協議而提供或編纂的。資料提供者可能不時向經紀發出指引, 而且客戶應提供經紀合理要求的協助, 使經紀能夠遵守該指引。客戶亦同意, 未經資料提供者事先批准, 客戶不得對由該等資料提供者提供的任何資料進行以下各項:
- disseminate any such information to any other third party;  
向任何其他第三方散佈任何該等資料;
  - use or permit the use of any such information for any illegal purpose;  
使用或准許使用任何該等資料作任何非法用途;
  - use any such information other than in the ordinary course of the Client's business (which shall not include dissemination of any such information to third parties); and  
除在客戶的日常業務運作中使用 (不應包括向第三方散佈任何該等資料) 外, 不使用任何該等資料; 及
  - use any such information to establish maintain or provide or to assist in establishing, maintain or providing any trading floor or dealing service for transactions outside the relevant Exchange.  
使用任何該等資料以建立、維持或提供或協助建立、維持或提供相關交易所以外的任何交易大堂或交易服務。

The Client shall comply with such reasonable directions issued by the information providers from time to time concerning the permitted use of information provided by such information providers.

客戶應遵守資料提供者不時發出的關於准許使用由該等資料提供者提供的資料的合理指引。

- 4.34 The Client agrees that the Broker may provide to the information providers:
- 客戶同意, 經紀可向資料提供者提供以下各項:
- information regarding the media by which the Client receives information, the number of persons or devices (and its type) permitted by the Client to access information within and outside Hong Kong; and  
關於客戶接收資料所使用的媒介的資料、客戶准許在香港境內外存取資料的人數或裝置 (及其類別);
  - the Client's name and address in the event that the Broker or the information providers suspect that the Client has breached the provisions in this Agreement.  
在經紀或資料提供者懷疑客戶已違反本合約的條文時, 提供客戶的姓名及地址。
- 4.35 The Client further agrees to permit the information providers and the Broker to inspect the Client's premises and records to the extent necessary to ascertain whether the licence fees attributable to the Client are properly accounted for, or whether the Client have been using information contrary to the provisions of this Agreement.
- 客戶進一步同意准許資料提供者及經紀視察客戶的處所及查核客戶的紀錄, 以確定有關客戶的許可費是否已適當地予以支付, 或客戶是否違反本合約的規定使用資料。
- 4.36 The Client shall not be entitled to use the Electronic Trading Service if there exists any restriction whatsoever on the Client's Account imposed either by the Broker or by any relevant authorities, including without limitation any initial margin requirement restriction.
- 若然存在由經紀或任何有關當局對客戶帳戶施加的任何限制, 包括但不限於任何最初保證金要求的限制, 則客戶無權使用電子交易服務。
- 4.37 The Client agrees that it shall be liable for all losses, debts and deficiencies in the Account including all debts and deficiencies resulting directly or indirectly from the liquidation of Assets held in the Account.
- 客戶同意對帳戶內的所有損失、債務及短缺數額負責, 包括因為帳戶所持資產被清算而直接或間接導致的所有債務及短缺數額。

## 5. Restriction on Use of Information 對使用資料的限制

- 5.1 The distribution of materials via the Electronic Trading Service and/or Electronic Trading System may be restricted by law in certain jurisdictions. It is the Client's responsibility to identify those restrictions and observe them.
- 某些司法管轄區的法律可能對透過電子交易服務及/或電子交易系統分發資料加以限制。客戶須自行負責找出遵守該等限制。
- 5.2 Any information and material made available to the Client via the Electronic Trading Service and/or Electronic Trading System shall not be regarded as an offer, solicitation, invitation, advice or recommendation to buy or sell investments securities or any other instrument or product of the Broker or any other issuer.
- 透過電子交易服務及/或電子交易系統向客戶提供的任何資料和資訊, 不應被視作要約、游說、邀請、建議或推薦購買或出售經紀或任何其他發行商的投資項目、證券或任何其他金融工具或產品。
- 5.3 Use of the products or services described via the Electronic Trading Service and/or Electronic Trading System may not be permitted in some countries and if in doubt, the Client should check with its local legal advisor, regulator or other competent authority before requesting information. The Broker does not possess any licensing or regulatory status in any jurisdiction other than Hong Kong and the Broker does not intend to offer, nor does it facilitate or market the offering of, any of its products or services described herein to persons or entities resident in countries where licensing or registration under their local law is required for its provision of such products or services.
- 電子交易服務及/或電子交易系統所述的產品或服務可能不獲准在一些國家使用。客戶如有疑問, 應在要求獲得資料前向客戶的當地法律顧問、監管機構或其他合資格的主管機構查詢。經紀並不擁有在香港以外任何司法管轄區的任何執照或註冊登記地位。如果經紀欲向任何人士或實體提供銷售本合約所述的產品或服務, 而根據該等人士或實體的居住國法律規定, 經紀提供該等產品或服務須持有執照或註冊登記, 則經紀將不向該等人士或實體提供促使銷售或推廣該等產品或服務。



## 6. Intellectual Property 知識產權

- 6.1 The copyright of all contents published via the Electronic Trading Service and/or on the Electronic Trading System including, but not limited to the text, graphics, links and sounds belong to the Broker, a Broker's Group Company or third parties as the case may be and may not be copied, downloaded, distributed or published in any way without the Broker's prior written consent.

透過電子交易服務及/或在電子交易系統公佈的全部內容(包括但不限於文字、圖形、連結和聲音)的版權均屬於經紀、經紀之集團公司或第三方所有,未經經紀事先書面同意,不得以任何方式複製、下載、分發或出版。

- 6.2 In relation to any information or materials which the Client submits to the Broker using the Electronic Trading Service, the Client grants to the Broker a worldwide royalty-free perpetual licence of the copyright and intellectual property rights in such information or materials for any purpose including, without limitation, the copying, transmission, distribution and publication thereof, unless restricted by Applicable Laws or Regulations. The Client agrees that the Broker shall not be under any obligation of confidentiality to the Client regarding any information or materials submitted to it using the Electronic Trading Service unless agreed otherwise in a separate direct contract between the Client and the Broker or as required by law.

對於客戶使用電子交易服務提交予經紀的任何資料或資訊,客戶向經紀授予就任何用途(包括但不限於複製、傳送、分發和出版該等資料或資訊)在全球使用該等資料或資訊的版權和知識產權權利的永久特許,無須支付使用費,但如果適用法律或規例有所限制則除外。客戶同意,經紀概不就使用電子交易服務向經紀提交的任何該等資料或資訊對客戶承擔任何保密責任,但如果客戶與經紀另行直接訂立的合約另外協定或法律規定的則除外。

## 7. Delivery 交付

The Client accepts that each Client Contract (and also other Transactions made in connection with the Account) contemplates actual performance in accordance with its terms, including delivery and receipt of any Assets and payments therefor.

客戶同意所有客戶合約(及為帳戶進行的所有有關交易)均預算會按其條款實際履行,包括交付及收取任何資產及付款。

## 8. Margins/Payments 保證金/付款

- 8.1 The Client shall at all times maintain with the Broker, in such amounts and such forms as the Broker may from time to time require, Margin in excess of the Client's indebtedness or obligations to the Broker whether by way of trading or otherwise and the amount of which may be greater than any relevant HKFE and/or Clearing House Margin.

客戶須在所有時候,以經紀不時要求的款額及形式,於經紀處存有超越客戶對經紀不論因交易或其他原因引致的負債或義務的保證金。保證金數額可較有關的期交所及/或結算所保證金為大。

- 8.2 All amounts (including Margin) payable by the Client in connection with this Agreement shall be due on demand and in the currency of the Broker's choice subject only to any restrictions which may be imposed by the appropriate Exchange and/or relevant Clearing House, if any, upon which the Client Contract or the Contract was executed on the Client's behalf. Demands for Margin and/or for variation adjustment must be met within 24 hours or such shorter period as the Broker may in its absolute discretion determine to be necessary and as specified to the Client. The Broker may Close Out all Open Contracts in respect of which demands for Margin or for variation adjustment are not met within the period specified by the Broker or at the time of making such call(s) or demand(s). The Broker is obliged to report to HKFE and the SFC particulars of all open positions in respect of which two successive Margin calls, demands for variation adjustments and interest rate cash adjustments are not met within the period specified by the Broker.

除受限於任何適當的交易所及/或有關結算所的限制外,而該等限制適用於經紀代客戶執行的有關客戶合約或合約,否則就本合約須由客戶繳付的所有款額(包括保證金)須應要求並按經紀選擇的貨幣付款。保證金及/或變價調整的付款要求須於 24 小時內或經紀以其絕對酌情決定權所釐定並知會客戶的該較短時段內達成。經紀可以就客戶未能在經紀訂明的限期之前繳交,或未能在作出催繳或要求時繳付保證金及/或變價調整的所有有關未平倉合約平倉。如果客戶連續兩次未能在經紀訂明的期限內,就未平倉合約繳付催繳的保證金及變價調整及利率現金調整要求,經紀可能需要就所有未平倉合約的詳情向期交所及證監會報告。

- 8.3 All amounts held by way of Margin shall be held on trust and applied for the following purposes:

所有以保證金形式持有的款額將以信託形式持有,就以下目的應用該款額:

- a. to pay to the relevant Exchange and/or Clearing House all Clearing House Margin due from the Broker to it, or to any Dealer all Margin demanded by it from the Broker, in each case on such terms as the Broker may think fit and in respect of all Contracts held by the Broker for all clients and for its own account and all repayments of Clearing House Margin shall similarly be held on the trusts hereof; 向有關交易所及/或結算所繳付,所有經紀應付的結算所保證金,或向任何交易商繳付該交易商向經紀要求繳付的所有保證金;並在所有情況下,以經紀認為適當的條款,及就所有由經紀代客戶及為其自身持有的合約而繳付。所有結算所保證金的退還,應以信託方式持有;
- b. to apply in or towards the satisfaction, or reimbursement of the Broker, of all costs, damages, losses, liabilities and expenses incurred under or in respect of all and any Contracts, Transactions and/or Client Contracts and all liabilities and expenses (including Charges) incurred as a result of the performance by the Broker of its duties, or the exercise by the Broker of its rights, powers and/or privileges under this Agreement (irrespective of the currency in which the same may be denominated); and 應用以清償或補還經紀就所有及任何合約、交易及/或客戶合約所招致的任何費用、損害賠償、虧損、負債及支出,及因經紀履行其職責或經紀行使其在本合約下的權利、權力及/或特權所招致的所有負債及支出(包括收費)(不論該等費用、損害賠償、虧損、負債及支出是以何種貨幣為單位);及
- subject to the Broker being satisfied that all costs, damages, losses, liabilities and expenses referred to in Clause 8.3(b) have been satisfied, discharged or otherwise released, to repay any surplus to the Client which is, in the absolute discretion of the Broker, attributable to such Transaction, Contract or Client Contract.

受制於經紀信納第 8.3(b) 條款提述的所有費用、損害賠償、虧損、負債及支出已被清償、解除或以其它形式免除,退回按經紀絕對酌情權認為可歸因於某交易、合約或客戶合約的任何盈餘予客戶。



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

經紀在其酌情決定的條款及賺取的任何回報率下，有權將以保證金形式繳付的任何款額投資、變現該等投資及/或再投資在其認為合適的任何投資、證券、貨幣或存款；及是否將款額繼續存放於結算所。受託人條例（香港法例第29章）內就投資方式或方法的限制並不適用。經紀不須就從任何該等款項賺取或取得或孳生的任何利潤或利息向客戶交代。

- 8.5 All sums payable by the Client in connection with this Agreement shall be exclusive of all Taxation. If any Taxation is required by law to be withheld from such payments, the amount payable by the Client shall be increased to the extent necessary to ensure that, after the withholding of any Taxation, the Broker receives on the due date a net sum equal to what it would have received and retained had no deduction been made. 客戶就本合約繳付的所有款項並不包括任何稅項。如法律規定任何稅項需從付款中扣除，客戶須繳付的款額將增加至可確保進行任何稅項扣除後，經紀在到期日收到的淨款額等同於如沒扣除時可收到及保留的款額。

- 8.6 All monies paid to the Broker, whether on deposit or otherwise, shall not be entitled to earn interest from the Broker and any debit balances on the Account shall be charged with interest at such rate as may be notified from time to time to the Client or failing any such notification, at a rate per annum not exceeding 5% above the higher rate of either the Hong Kong dollar prime rate quoted from time to time by Standard Chartered Bank (Hong Kong) Limited, or such other bank in Hong Kong as the Broker may select, or the cost of funding of the Broker (as determined and certified by the Broker).

不論以按金或不論以何種形式描述繳付予經紀的所有款項，均不可從經紀處賺取利息。帳戶任何借方結餘須向經紀支付利息，而其利率則為經紀不時通知客戶之利率，若並無通知客戶，則其利率相等於以下兩者之中較高加年息不多於5厘：渣打銀行(香港)有限公司或經紀所選擇的香港其他銀行報出的港元最優惠利率，或經紀的資金成本(由經紀釐定及簽署證明)。

- 8.7 All monies, securities and other property received by the Broker from the Client, or from any other person (including the Clearing House), for the account of the Client shall be held by the Broker as trustee and segregated from the Broker's own assets, and such monies, securities and other property so held by the Broker shall not form part of the Assets of the Broker for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or part of the Broker's business or assets.

經紀為客戶而從客戶或任何其他人士(包括結算所)所收取的全部款項、證券及其他財物，均須由經紀以受託人身份持有，並與經紀本身的資產分開。由經紀以上述方式持有的款項、證券及其他財物，在經紀無力償債或清盤時並不構成經紀的資產的一部份，並須在就經紀所有或任何部份的業務或資產委任臨時清盤人、清盤人或擁有類似職能的高級人員後，立即歸還予客戶。

- 8.8 Any monies, approved debt securities or approved securities received by the Broker from the Client, or from any other person (including a Clearing House), shall be held in the manner specified under paragraphs 7 to 12 of Schedule 4 to the Code of Conduct; and the Client authorizes the Broker to apply such monies, approved debt securities or approved securities in the manner specified under paragraphs 14 to 15 of Schedule 4 to the Code of Conduct. In particular, the Broker may apply such monies, approved debt securities or approved securities in or towards meeting the Broker's obligations to any party insofar as such obligations arise in connection with or incidental to Futures and/or Option Contracts transacted on the Client's behalf.

經紀從客戶或任何其他人士(包括結算所)收取的任何款項、核准債務證券或核准證券，均須根據操守準則附表4第7至12段所指明的方式持有，而且客戶授權經紀可按照操守準則附表4第14至15段所訂明的方式，運用任何該等款項、核准債務證券或核准證券。經紀尤其可運用該等款項、核准債務證券或核准證券以履行其對任何人士的責任，但該等責任必須是在與其代表客戶進行期貨合約及/或期權合約買賣有關的情況下或附帶於有關買賣而產生的。

- 8.9 The Client acknowledges that in respect of any account of the Broker maintained with Clearing House, whether or not such Account is maintained wholly or partly in respect of Futures Contracts or Option Contracts transacted on behalf of the Client, and whether or not 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 Broker and the Clearing House, the Broker deals as principal and accordingly no account is impressed with any trust or other equitable interest in favour of the Client; and monies, approved debt securities or approved securities paid to or deposited with the Clearing House are freed from the trust referred to in Clause 8.7.

客戶確認就經紀在結算所開立的任何帳戶而言，不論該帳戶是全部或部份因代表客戶進行期貨合約或期權合約買賣而開立的，以及不論客戶所支付或存放的款項、核准債務證券或核准證券是否已支付或存放於結算所，在經紀與結算所之間，經紀以當事人身份操作該帳戶，因此該帳戶並不存在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、核准債務證券及核准證券亦不受第8.7條款所提述的信託所制約。

## 9. Default 違約

9.1 The following shall constitute Events of Default: 以下事項將構成違約事件:

- a. if, in respect of any Client Contract, the Client fails:  
如就任何客戶合約，客戶未能:
- (i) to provide Margin when called upon to do so; or  
在要求下提供保證金; 或
  - (ii) to make or take delivery of any Asset when required under such Contract; or  
在該等合約要求下接收及交付任何資產; 或
  - (iii) to pay any purchase price or other payment thereunder when due;  
於到期時繳付任何購入價或該等合約下的其它付款;
- b. the death of the Client (being an individual);  
客戶(如為個人)去世;

- c. the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other analogous proceedings, or the appointment of a receiver, in respect of the Client;  
針對客戶，破產呈請書的提交或視乎屬何種情況而定，清盤或其它類似法律程序的展開或接管人的委任;
- d. the levying of an attachment against the Account;  
向帳戶以扣押方式徵取;
- e. default by the Client in the due performance or observance of any of the terms and conditions of this Agreement;  
客戶未能妥善履行或遵守本合約的任何條款及細則;
- f. any representation or warranty made in or in pursuance of this Agreement, or in any certificate, statement or any other document delivered to the Broker being or becoming incorrect in any material respect;  
按本合約或在本合約內訂明的任何陳述或保證，或任何交付予經紀的證明文件，帳戶單據或其它文件，在任何重要方面，屬於或變成不正確;
- g. any of the consents, authorizations, approvals, licenses, or board resolutions required from the Client to enter into this Agreement or any Client Contract being modified in a manner that is unacceptable to the Broker, or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect;  
客戶訂立本合約或任何客戶合約所須的任何許可、授權、批准、特許或董事局決議被修改至經紀不能接納，或全部或部份被撤銷、撤回、暫止或終止或屆滿但不獲續發或在其它情況下未能保持十足效力及作用;
- h. the Client being in breach, voluntarily or otherwise, of any of the terms and conditions contained in this Agreement or of the by-laws, rules and regulations of any Exchange or Clearing House; and  
客戶不論自願與否，違反任何本合約內的條款及細則或任何交易所或結算所的附例、規則及規例；及
- i. the occurrence of any event which, in the Broker's sole discretion, the Broker considers will or might put in jeopardy the Broker's rights or remedies under this Agreement.  
發生任何事件而使在經紀完全酌情決定下，經紀認為將會或可能危及經紀根據本合約的權利或補救。

9.2 Without prejudice to any other right or remedy which the Broker may have, if any Event of Default shall occur, the Broker shall be authorized, in its absolute discretion, to take one or more of the following actions, but shall not be bound to take any such action:

在不損害經紀可享有的其他權利或補救的原則下，如發生任何違約事件，經紀應被授權，在其絕對酌情決定權下，採取下列一個或以上的行動（但無需一定要採取任何行動）：

- a. satisfy any obligation or liability the Client may have to the Broker out of any Charged Securities either alone or jointly with others and any other collateral security deposited with the Broker;  
從任何單獨或與他人聯合的抵押證券及寄存於經紀的任何其它附屬抵押品，清償客戶對經紀的任何責任或負債;
- b. sell any or all Client Contracts or Assets held or carried for the Client or purchase any or all Client Contracts or Assets held or carried as a short position for the Client;  
出售任何或所有為客戶持有的客戶合約或資產，或購入任何或所有為客戶持有作為空倉的客戶合約或資產;
- c. cancel any or all outstanding orders or Contracts or any other commitments made on behalf of the Client;  
取消任何或所有代表客戶所作出但尚未履行的指令或合約或任何其它承諾;
- d. call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Broker as security for the Account;  
要求任何保證，包括（但並不限於）任何可能已發予或惠及經紀，作為帳戶保證的擔保書及信用狀;
- e. combine, consolidate and liquidate all Accounts of the Client;  
組合、合併及清算所有客戶帳戶;
- f. Close Out without recourse any or all Client Contracts and any corresponding Contracts;  
將任何或所有客戶合約及任何相應的合約平倉，客戶並無追索權;
- g. borrow or buy any property found necessary by the Broker, or required, to make delivery against any sale (including a short sale) effected for the Client;  
借取或購入任何經紀認為必需或就任何為客戶沽售（包括沽空）所須用作交付的財物;
- h. exercise any rights granted by Clause 10 or 11 of this Agreement; and/or  
行使任何本合約第 10 或第 11 條款授予的權利；及/或
- i. terminate this Agreement forthwith.  
即時終止本合約。

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

但是，任何過往的提交或原有或額外保證金的要求，或經紀任何種類的催繳，或過往或尚未履行的經紀要求或催繳，或其買賣時間和地點的通知，不應被視為經紀放棄本合約授予的任何權利。

- 9.3 After deducting all costs and expenses incurred in connection with taking any action referred to in Clause 9.2, the Broker may apply any remaining proceeds to the payment of any liabilities the Client may have to the Broker; and in the event such proceeds are insufficient for the payment of liabilities, the Client shall promptly upon demand and notwithstanding that the time originally stipulated for settlement may not then have arrived, pay to the Broker and indemnify and hold the Broker harmless, against any differences or deficiencies arising therefrom or in the Account or any Client Contract, together with any interest and all professional costs (including solicitor's and counsel's fees should the Broker in its absolute discretion refers the matter to legal advisers) and/or expenses incurred by the Broker in connection with the enforcement of each Client Contract which shall be for the account of the Client and properly deductible by the Broker from any funds of the Client in its possession.

扣除有關採取第9.2條款內提述的行動所招致的所有費用及開支後，經紀可應用任何剩餘收益以償付客戶欠經紀的負債。倘若該收益不足以償付負債，儘管原本指定交收的期限尚未到來，客戶須應要求立即繳付予經紀，並就任何因而引起或帳戶或客戶合約內的差額或虧絀，連同利息及所有專業費用（如在經紀絕對酌情決定權下將該事務轉介予法律顧問時，包括律師及大律師的費用）及/或經紀為客戶執行客戶合約所引致，又應由客戶負責及能恰當地從經紀管有客戶的任何款項中扣除的開支，對經紀作出彌償並使經紀免受損害。

## 10. Set Off 抵銷

- 10.1 In addition and without prejudice to any general liens or other similar rights which the Broker may be entitled under Applicable Laws or Regulations, the Broker for itself and as agent for each Broker's Group Company, at any time without notice to the Client, may combine or consolidate any or all accounts (whether owned individually or jointly with others) with the Broker or any Broker's Group Company and the Broker may set off or transfer any monies, securities or other property in any accounts to satisfy obligations or liabilities of the Client to the Broker or any Broker's Group Company, whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several.

除了凡是經紀依據適用法律或規例享有的一般留置權或其他類似權利，且在不影響前述一般留置權或其他類似權利的前提下，經紀為了其自己（並以代理人身份為其集團公司），在任何時候均可在不通知客戶的情形下，將客戶在經紀或其集團公司處開設之任何或所有帳戶（不論是個人的還是與其他人聯名的）進行合併或整合，經紀可以進行抵銷或轉移任何前述帳戶項下任何資金，證券或其他財產，以履行客戶對經紀或其集團公司的義務或債務，不論這些義務和債務是實有還是或有的，不論是主義務、主債務還是從義務、從債務，不論是有抵押的還是無抵押的，不論是共同的還是各別的。

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

當任何抵銷或組合需要將一種貨幣兌換成另外一種，該等兌換應按經紀於抵銷或組合當時，在經紀的正常業務運作中就該等貨幣所使用的匯率（由經紀釐訂及在任何方面對客戶具約束力）計算。

- 10.3 Without prejudice to the general right of set-off conferred upon the Broker by the foregoing sub-clauses, the Client expressly agrees that in any of the following events:

在不損害上述分段賦予經紀的一般抵銷權的情況下，客戶明確同意在以下任何情況下，即：

- if any attempt is made by the Client, without the Broker's express prior written consent and approval, to assign, and/or charge, and/or otherwise alienate all or part of any sum or sums standing to the credit of any one or more of such accounts as aforesaid; or  
如客戶在無經紀的明文事先書面同意及批准下作出任何企圖出讓，及/或抵押，及/或以其它形式轉讓與列於任何一個或以上上述帳戶貸方的全部或部份款項；或
- the commencement of the Client's bankruptcy/winding up or analogous proceedings; or  
客戶破產/清盤或類似法律程序的展開；或
- an encumbrancer taking possession of, or a receiver being appointed over, the whole or any part of the Client's undertaking property or assets; or  
產權負擔持有人接管或破產管理人被委任處理客戶業務、財物或資產的全部或任何部份；或
- any event shall occur which, in the Broker's sole discretion, the Broker considers shall or might put in jeopardy the Broker's rights or remedies under this Agreement,  
發生任何事件而使在經紀絕對酌情決定權下，經紀認為將會或可能危及經紀根據本合約的權利或補救。

then immediately and without demand or notice to the Client, or upon the occurrence of any other Event of Default referred to in Clause 9.1, all of the Client's then existing Accounts shall automatically and forthwith be deemed consolidated together as one and shall (together with all of the Client's liabilities above referred to) be deemed (if applicable) to mature and in all cases become due and payable, and all sums standing to the credit of any such Accounts shall automatically and forthwith on the occurrence of any of the above events be set-off and shall be deemed to have been transferred by the Broker in satisfaction of all such of the Client's liabilities to the Broker as aforesaid or in any other respect.

屆時，立刻及無需事先索求或通知客戶，或當發生第 9.1 條款所提述的任何其它違約事件，客戶屆時存在的所有帳戶自動及立即被當作合併為一，並將（連同所有上述的客戶負債）被當作（如適用）到期及在所有情況下到期及應支付，而所有列於該等帳戶貸方的款額將在該事件發生時自動及立即被抵銷及將被當作被經紀轉戶，以清償客戶如上述或在任何其它方面對經紀的所有負債。

- 10.4 Nothing in this Agreement shall restrict the operation of any general lien, or other rights or lien whatsoever which the Broker may have, whether by law or otherwise, and the rights of set-off conferred by this Agreement are in addition and without prejudice to any general right of set-off arising by law, the rights granted to the Broker by Clauses 9, 10 or 11, or any lien, guarantee, bill, note, mortgage or other security held now or in the future by the Broker.

本合約的任何條文均不限制經紀根據法律或其他方面享有一般留置權或其他權利或留置權的施行。本合約賦予的抵銷權乃額外的權利，並不影響經紀根據法律所享有的一般抵銷權，或由本合約第 9、10 或 11 條款或任何經紀現時或此後持有的留置權、擔保、單據、票據、按揭或其他保證所賦予的權利。



## 11. Security 保證

11.1 The Client as beneficial owner, and as continuing security for all its liabilities and obligations under this Agreement, charges in favour of the Broker, free of all adverse interest whatsoever:

客戶作為實益擁有人及本合約下其法律責任及義務的持續保證，在不受任何不利權益約束的情況下，向經紀作出以下抵押：

- a. by way of first fixed equitable charge all Deposited Securities; and  
所有寄存證券以第一固定平衡法押記形式；及
- b. by way of first fixed legal charge all Transferred Securities.  
所有過戶證券以第一個固定法定押記形式。

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

客戶須應經紀的要求立即簽訂所有可能需要的過戶及其它文件，致使經紀或其代名人可以註冊成為寄存證券的擁有人，或取得其法定所有權。

11.3 The Broker shall hold all Charged Securities for the purposes of this Agreement and may, without prior notice, free of any interest of the Client therein:

經紀應為本合約的目的持有所有抵押證券及可在無事先通知並且不受客戶的任何權益約束的情況下：

- a. deposit, charge or pledge the Charged Securities with or to the order of any Exchange, Clearing House or Dealer on terms that such Exchange, Clearing House or Dealer may enforce such deposit, charge or pledge in satisfaction of all or any obligations of the Broker to such Exchange, Clearing House or Dealer; and  
存放、抵押或質押抵押證券予任何交易所、結算所或交易商，或按該等交易所、結算所或交易商指令存放、抵押或質押證券，並容許該等交易所、結算所或交易商可強制執行該存放、抵押或質押，以清償經紀對該等交易所、結算所或交易商的所有或任何義務；及
- b. register, sell, realize, charge or borrow against the Charged Securities upon such terms (including as to the consideration received therefor) that the Broker may in its absolute discretion think fit (without being responsible for any loss or diminution in price), and any consideration received therefor shall be treated as Margin payable by the Client.  
按經紀在其絕對酌情決定權下認為適當（無需為任何虧損或價格減值負責）的條款（包括因而收取的代價）註冊、出售、變賣、抵押或借取抵押證券，而任何因而收取的代價將被當作客戶須繳付的保證金。

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

如抵押證券的貨幣單位與任何有關費用、損害賠償、虧損、負債或支出的貨幣單位不同，經紀可按該貨幣在有關時間經紀的現行買入價轉換該款額。

11.4 Any Charged Securities may be commingled with the securities, foreign exchange contracts, commodities contracts, Future Contracts or Option Contracts or other property of the Broker's other clients without retaining in the Broker's possession or control a like amount of securities, foreign exchange contracts, commodities contracts, Futures Contracts or Option Contracts or other property.

任何抵押證券可以與經紀其它客戶的證券、外匯合約、商品合約、期貨合約或期權合約或其它財物匯而為一，經紀無需管有或控制等額的證券、外匯合約、商品合約、期貨合約或期權合約或其他財物。

11.5 Pending the application of Charged Securities pursuant to Clause 9.3, the Broker shall account to the Client for all amounts in respect of dividends, interest or other moneys in the nature of income received by the Broker in respect of such Charged Securities, net of any Taxation payable by the Broker (whether by withholding or otherwise) in respect of such income.

在按第 9.3 條款運用抵押證券前，經紀須就因抵押證券而收取的股息、利息或其它款項，扣除經紀因該等收入而需要繳付的稅款（不論以預扣或其它形式）後，對客戶作出交代。

11.6 The Client undertakes not to create or have outstanding any security interest whatsoever on or over any of the Charged Securities (except for the security created by this Agreement).

客戶承諾就任何抵押證券不會訂立或不會有任何尚未履行的擔保權益（本合約訂立的保證金外）。

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

受制於經紀信納客戶就本合約所須繳付的所有費用、損害賠償、虧損、負債及支出已被清償、解除或以任何其它形式免除，經紀可在任何時間及在接獲請求時，將有關抵押證券的所有權的證明書及文件轉回，或視乎情況而定，交回予客戶。

## 12. No Assignment and Succession 不可轉讓及繼承

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

客戶不可轉讓任何本合約或任何客戶合約下的權利或義務。

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

本合約的所有條文不受經紀業務的變動及繼任所影響，並如客戶為法人團體，應對其繼任人具約束力；如客戶為合夥商行，則對其合夥人及合夥人的遺產代理人具約束力；及如客戶為個人，則對其遺產代理人具約束力。

## 13. No Waiver 不放棄權利

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

客戶確認經紀或其任何僱員、受僱人或代理人的任何行為、不作為或通容並不是，或不應被當作為經紀放棄任何針對客戶或針對保證金、抵押證券或經紀持有的客戶的任何其它資產的權利。



#### 14. Charges and Commission 收費及佣金

14.1 The Broker shall be entitled to deduct commission in respect of all Transactions carried out by the Broker for or on behalf of the Client under this Agreement, at the rate notified to the Client from time to time.

經紀有權就經紀依本合約為或代客戶執行的所有交易扣除佣金，佣金比率為經紀不時通知客戶者。

14.2 The Client agrees to the imposition upon the Account from time to time, as the Broker may in its discretion determine, a minimum Charge, in the event that the Account maintains only average credit balances of less than the minimum amount that the Broker may from time to time determine in any time period specified by the Broker from time to time, or the Account shall remain dormant for such period of time as the Broker shall determine from time to time. The Broker shall be entitled to debit Charges and all other fees payable by the Client to any Account of the Client with the Broker or any Broker's Group Company at any time. Without prejudice to any other right of the Broker, if the Client has insufficient funds in the Account to cover Charges and all other fees payable by the Client, the Broker shall be entitled to terminate or suspend the Account or the whole or part of the services provided by the Broker without prior notice to the Client.

客戶同意，倘若帳戶的平均貸方結餘於經紀不時釐定的時期內，低於經紀不時接酌情權訂定的最低款額，又或者帳戶於經紀不時訂定的時期內並無任何買賣活動，則經紀可從帳戶徵收不時釐定的最低收費。經紀有權隨時從客戶在經紀或經紀的任何一間集團公司之任何帳戶內，扣除應由客戶支付之收費及其他費用。在不影響經紀之任何其他權利下，若客戶在帳戶的資金不足以繳交應付予經紀的收費及其他費用，經紀有權無需事先知會客戶，終止或暫止帳戶或全部或部份經紀提供的服務。

14.3 All bank charges shall be for the account of the Client.

所有銀行收費將從客戶帳戶中扣除。

14.4 Every HKFE Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFC, both levies shall be borne by the Client and are included in commission of 14.1.

每份香港期交所合同均須繳交投資者賠償基金徵費及根據證券及期貨條例徵收之費用，該兩項徵費均須由客戶承擔並包含在 14.1 的佣金內。

#### 15. Limitation of Liability, Indemnity and Ratification 法律責任範圍、彌償保證及追認規定

15.1 The Broker makes no representation or warranty of any kind, express or implied, regarding the Electronic Trading Service or the information or materials contained or referred to in the Electronic Trading System or otherwise provided via the Electronic Trading Service. To the fullest extent permitted by law, the Broker hereby expressly excludes and disclaims any conditions, representation, warranty or responsibility of any kind relating to the Electronic Trading Service and/or such information and materials, whether express or implied, by statute or otherwise, including without limitation any condition, representation, warranty or responsibility regarding the title, fitness for a particular purpose, merchantability or standard of quality of the Electronic Trading Service, and/or such information and materials, that they will be accurate or free of errors or omissions, not infringe any third party rights, that they will be available and uninterrupted at any particular time, free of computer viruses, Trojan horses, worms, software bombs or similar items or processes arising from the Client's use of the Electronic Trading Service, that they will adhere to any particular performance standards, or that any instruction to or information requested via the Electronic Trading Service will be acted upon, delivered or received by the Client at any particular time or at all.

經紀並不就電子交易服務或電子交易系統所載或提述的或以其他方式透過電子交易服務提供的資料或資訊作出任何性質的明示、默示或法定的陳述或保證。在法律允許的最大範圍內，經紀特此明示地排除及卸棄有關電子交易服務及/或上述資料及資訊的任何性質的任何條件、陳述、保證或責任（不論是明示或默示的，根據法規或其他規定的），包括（但不限於）有關下列各項的任何條件、陳述、保證或責任：有關電子交易服務及/或上述資料及資訊的所有權、就其特定用途的適用性、可商售性或品質標準；其將是準確或沒有錯誤或遺漏；其將不會侵犯任何第三方權利；其可在任何特定時間不受干擾地提供使用；其不會因客戶使用電子交易服務而產生任何電腦病毒、特洛伊木馬程式（Trojan horses）、蠕蟲程式、軟件炸彈或類似項目或進程；其符合任何特定的性能標準；或者透過電子交易服務發出的任何指示或要求的資料將於任何時候得到遵照辦理、交付予客戶或由客戶收到。

15.2 The information and materials provided via the Electronic Trading Service are provided for information only and should not be used as a basis for making business decisions. Any information provided via the Electronic Trading Service should not be relied upon without consulting primary sources of information and obtaining specific professional advice and is not, and should not be construed as advice. The Broker accepts no liability for any loss or damage arising directly or indirectly from action taken, or not taken, in reliance on

information or materials provided via the Electronic Trading Service. In particular, no warranty is given that economic reporting information, materials or data is accurate, reliable or up to date.

透過電子交易服務提供的資料及資訊僅供參考之用，不應作為商業決定的根據。在未諮詢資料的主要來源並取得具體的專業意見的情況下，不應倚賴透過電子交易服務提供的任何意見或資料。如果因倚賴透過電子交易服務提供的資料或資訊採取或不採取行動而直接或間接引致任何損失或損害，經紀概不承擔任何法律責任。尤其是，經紀並不保證財經報導資料、資訊或數據是準確、可靠或最新的。

15.3 To the fullest extent permitted by law, the Broker shall not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the Client's use of the Electronic Trading Service including any loss, damage or expense arising from, but not limited to, any defect, error, fault mistake or inaccuracy with information provided via the Electronic Trading Service, or due to any unavailability of the Electronic Trading Service, or any contents therein where such loss or damage is caused by the Client's negligence; by the Client's failure to comply with this Agreement; or by any reason or circumstance beyond the Broker's control.

在法律允許的最大範圍內，對於客戶使用電子交易服務而直接或間接引致的任何損失或損害（包括特殊、附帶或相應而產生的損失或損害），包括（但不限於）因透過電子交易服務提供的資料的任何缺陷、錯誤、故障、過失或不準確性，或者因電子交易服務或其他任何內容未能提供使用而引致的任何損失、損害或開支，而該等損失或損害是由於客戶的疏忽、客戶不遵守本合約或經紀不能合理控制的任何原因或情況造成的，經紀概不承擔法律責任。

15.4 The Broker does not guarantee that any Communications from or via the Electronic Trading Service and/or via other means will be sent to the Client or received by the Broker nor does the Broker warrant the privacy and/or security of such Communications during transmission.

經紀不保證來自透過電子交易服務及/或透過其他方法發出的任何通訊將會送達客戶或由經紀收到，亦不就該等通訊在傳送期間的私隱及/或安全作任何保證。

- 15.5 The Client acknowledges that there are risks inherent in using the Electronic Trading Service but agrees that the benefits to it of the Electronic Trading Service justify these risks and the Client waives any claim the Client might otherwise have against the Broker because of:  
客戶確認, 使用電子交易服務存在固有風險是值得的, 而且客戶放棄客戶因下述情況而可能對經紀提出的任何申索:
- a. any failure of systems or equipment (whether or not provide by the Broker) including telecommunications services and facilities or any computer virus or similar problems;  
任何系統或設備 (包括電訊服務及設施) 的任何故障, 不論該等系統或設備是否由經紀提供, 或任何電腦病毒或類似問題;
  - b. the Broker's acceptance of any unauthorized instructions which appear (or which the Broker reasonably believes) to be from the Client;  
經紀接受任何看似 (或經紀有理由相信) 是由客戶發出的指示, 儘管該等指示是未經授權的;
  - c. delays in the implementation of Instructions to the extent that such was outside the Broker's control;  
延誤執行指示, 但僅以因經紀不能控制的範圍為限;
  - d. delays in delivery or availability of, or failure to deliver or make available, or any interruption or unauthorized access of, any part of the Electronic Trading Service to the extent that such was outside the Broker's control;  
延誤交付或提供或者未交付或提供電子交易服務的任何部份, 或者任何干擾或未經授權進入電子交易服務的任何部份, 但僅以因經紀不能控制的範圍為限;
  - e. delays in dispatch or delivery of, or failure to dispatch or deliver, or unauthorized interception, corruption or loss of, any notice or information provided or requested via the Electronic Trading Service or any inaccuracy, error or omission in or from any such notice or information contained in any such notice to the extent that such was outside the Broker's control;  
延誤發出或交付或者未發出或交付透過電子交易服務規定或要求的任何通知或資料, 或者未經授權而截取、毀壞或遺失任何該等通知或資料, 或者任何上述通知或該等通知所載的任何資料的任何不準確性、錯誤或遺漏, 但僅以因經紀不能控制的範圍為限;
  - f. the Client's failure to use the Electronic Trading Service in accordance with this Agreement or any relevant agreement between the Broker and the Client;  
客戶沒有按本合約或客戶與經紀訂立的任何有關協議使用電子交易服務;
  - g. the Client's reliance, use or otherwise acting upon any information or materials provided via the Electronic Trading Service.  
客戶依據或使用透過電子交易服務提供的任何資料或資訊, 或者以其他方式按照該等資料或資訊行事。
- 15.6 The Broker shall not be liable for any loss incurred by the Client, directly or indirectly, with respect to the Account or trading in Securities as a result of:  
因以下使客戶就帳戶或證券交易直接或間接招致的任何損失, 經紀概不負責:
- a. any condition or circumstances which are beyond the reasonable control or anticipation of the Broker, including but not limited to any government restriction, suspension of trading, wars or strikes; or  
任何情況或環境已超出經紀可合理地控制或預期下, 包括並不止於政府的限制、暫停交易、戰爭或罷工; 或
  - b. the Broker exercising any or all of its rights conferred by the terms of the Agreement.  
經紀行使由本協議條款賦予的任何或所有權利。
- 15.7 If the Broker solicit the sale of or recommend any futures, options or financial product to the Client, the futures, options or financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Broker may ask the Client to sign and no statement the Broker may ask the Client to make derogates from this Clause.  
假如經紀向客戶招攬銷售或建議任何期貨、期權或金融產品, 該期貨、期權或金融產品必須是經紀經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本合約的其他條文或任何其他經紀可能要求客戶簽署的文件及經紀可能要求客戶作出的聲明概不會減損本條款的效力。
- 15.8 Without prejudice to Clause 15.7 above and in the absence of bad faith or willful default by the Broker, the Broker shall not under any circumstances whatsoever be liable to the Client in respect of any loss, damage, injury sustained or liability incurred by the Client by reason of any act, advice, statement (express or implied), default or omission of the Broker or its employees, agents or representatives, whether such loss, damage, injury or liability is caused by breach or otherwise by the Broker or its directors, employees, agents or representatives or howsoever caused.  
在不損害上述第 15.7 條款的原則及在經紀沒有不真誠或故意違約的情況下, 對於客戶因經紀或其僱員、代理人或代表的任何行為、意見、陳述(明示或默示的)、違約或遺漏所招致的任何虧損、損害、傷害或法律責任, 不論該等虧損、損害、傷害或法律責任是由於經紀或其董事、僱員、代理人或代表違約或其它任何原因引致, 經紀概不負責。
- 15.9 The Client agrees to indemnify the Broker and the Broker's directors, employees, agents and representatives against, and hold the Broker and them harmless from, all expenses, liabilities, claims and demands arising out of or in connection with any breach or default by the Client of its obligations under this Agreement, including any reasonable costs (e.g. legal costs and collection agency fees) incurred by the Broker in recovering any debts due to the Broker or in connection with the Account.  
就經紀及其董事、僱員、代理人或代表因客戶獨犯或違反本合約的義務而產生或與之有關的所有開支、債務、索償及索求, 包括經紀追討帳戶有關的或欠付經紀的債務而引致的合理費用 (例如法律及收帳代表費用), 客戶同意向經紀及其董事、僱員、代理人或代表作出彌償。
- 16. Warranties and Undertakings 保證與承諾**
- 16.1 The Client represents and warrants that: 客戶作出如下陳述及保證:
- a. where the Client or any one of them is a body corporate:  
如客戶或其中任何人士為法人團體:
    - (i) that it is a corporation duly organized and validly exists under the laws of the country of its incorporation and in every other country where it is carrying on business;  
該法人團體是妥為組織的, 並於其成立的國家的法律下及在所有其它其正在經營業務的國家內有效地存在;

- (ii) that the entry of this Agreement has been validly authorized by the appropriate corporate action of the Client and the terms and conditions of this Agreement constitute valid and binding obligations on the Client in accordance with the terms in this Agreement;  
本合約的簽訂已被客戶適當的法團行動有效地授權，及本合約的條款及細則按照本合約載有的條款對客戶構成有效及具約束力的義務；
- (iii) 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 and the board resolutions of the Client delivered to the Broker, are true and accurate and still in force; and  
客戶交付予經紀，客戶的公司註冊證書或登記的證書、章程、法規或公司組織章程大綱及細則或其它構成或闡明其組成的文件及董事局決議的核證副本均為真實、準確及有效的；及
- (iv) that no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the Assets of, or to wind up, the Client;  
過去或現在無人採取或正在採取任何步驟，就客戶的資產委任破產管理人及/或財產接收管理人或清盤人，或將客戶清盤；
- b. where the Client or any one of them is an individual (in respect of such individual), that the Client is legally capable of validly entering into and performing this Agreement and that he or she has attained the age of 18 years and is of sound mind and legal competence and is not bankrupt;  
如客戶或其中任何人士為個人（關於該個人）：客戶在法律上能夠有效地訂立及履行本合約，而他或她已年滿 18 歲，精神健全及符合法律資格及並非破產人；
- c. where there are two or more persons included in the expression "the Client":  
如「客戶」一詞包括兩個或以上人士：
- (i) the liability of each such person shall be joint and several;  
每名該等人士的法律責任將為共同及各別的；
- (ii) any one of them shall have full authority to give any Instructions with respect to the Account or any Client Contract including but not limited to Instructions with respect to buying or selling, or withdrawals of excess funds; to receive demands, notices, confirmations, reports, statements and other communications of any kind, it being understood and agreed that such demands, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each person notwithstanding that the Instructions have not been sent to or received by every one of them; and generally to deal with the Broker in connection with this Agreement as fully and completely as if the other joint account holder or holders had no interest in this Agreement;  
其中任何一人都有完全權限就帳戶或任何客戶合約發出任何指示，包括（但不限於）買入或出售或提取過剩的資金的指示；收取付款要求、通知書、確認書、報告、帳戶單據及其它任何種類的通訊；客戶明白及同意如該等付款要求、通知書、確認書、報告、帳戶單據及其它通訊註明由客戶收件，儘管該等文件並未送交或未被每名人士收取，亦應對所有人士具約束力。其中任何一人亦可就本合約全面及完整地與經紀交易，猶如其它帳戶持有人或持有人等於本合約並無權益一樣。
- (iii) the Broker shall be under no duty or obligation to inquire into the purpose or propriety of any Instruction given and shall be under no obligation to see the application of any funds delivered by the Client in respect of the Account; and  
經紀並無責任或義務對任何已發出指示的目的或就其是否適當作出查究，及並無義務查看由客戶就帳戶交付的任何資金的運用；及
- (iv) notwithstanding any other arrangement which may have been made between them, the rule of survivorship shall apply to the joint Account and upon the death of any one of them, the monies, securities and other property whatsoever for the time being standing to the credit of the joint Account, and anything held by the Broker whether by way of security or for sale, custody or collection or any other purpose whatsoever shall be held to the order of the survivor(s) of them;  
儘管他們之間可能有任何其它安排，生存者取得權規則應適用於此共同帳戶，當其中任何一人去世，則當時列於共同帳戶貸方的款項、證券及其它財物及經紀以抵押形式或因出售、保管或收集或任何其它目的而持有的任何事物，應按其中尚存者的指令持有；
- d. where the Client is a partnership, and business is carried out under a firm's name, this Agreement shall continue to be valid and binding for all purposes notwithstanding any change in the partnership or constitution of the firm by the introduction of a new partner, or by the death, insanity, bankruptcy or a retirement of any partner for the time being carrying on the business of or constituting the firm;  
如客戶為合夥商行並以某商號的名義經營業務：儘管合夥商行或商號的組成因新合夥人的引進或任何當時正在經營該商號業務或組成該商號的合夥人的去世、精神錯亂或破產或退休，或其他原因而有任何變動，本合約將繼續就所有目的而言有效並具約束力；
- e. as regards all Clients 就所有客戶：
- (i) the information given by the Client, or on the Client's behalf, to the Broker in connection with the opening of the Account with the Broker is full and complete and the Broker shall be entitled to rely on such information until the Broker receives written notice from the Client of any changes thereto;  
客戶或代客戶就與經紀開立帳戶而給予經紀的資料，乃全面及完整，而經紀有權依賴上述資料，直至經紀收訖客戶書面通知更改有關資料；
- (ii) the Client has the authority and capacity to enter into and execute this Agreement and any Client Contract and that, save as disclosed in writing to the Broker, no one except the Client has an interest in the Account;  
客戶有權限及能力訂立及執行本合約及任何客戶合約，及除向經紀書面披露外，並無客戶以外第三者在帳戶內有任何權益；
- (iii) save as disclosed in writing by the Client to the Broker, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exists no arrangements whereby any person other than the Client has or will have any beneficial interest in this Agreement, or any Contract or Client Contract made pursuant to this Agreement; and  
除客戶向經紀書面披露外，客戶是為自身作交易，並非以他人的代名人或受託人身份而作出該交易。亦無任何安排存在，致使客戶以外人士擁有或將會擁有本合約或根據本合約所訂立的任何合約或客戶合約的任何實益權益；及



- (iv) save as disclosed in writing by the Client to the Broker, the Account is not an Omnibus Account (as such is defined by the HKFE Rules).

除客戶向經紀書面披露外，帳戶並非一個綜合戶口（定義見期交所規則）。

The Client undertakes to inform the Broker of any changes to the information referred to in Clause 16.1(e)(i) as soon as possible.

客戶承諾將儘快通知經紀有關以上第 16.1(e)(i) 條款之任何資料變動。

- 16.2 Without prejudice to Clause 2.1, if the Client effects transactions for the account of its clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transaction as principal with any clients of the Client, the Client agrees that, in relation to a transaction where the Broker has received an enquiry from any Exchange, regulatory authority or government body in any jurisdiction (collectively known as the “Relevant Regulators”), the following provisions shall apply:

在不損害第 2.1 條款的情況下，若客戶是為其客戶進行交易，不論是否受客戶全權委託、以代理人身份抑或以當事人身份與客戶進行對盤交易，客戶同意就經紀接獲在任何司法管轄區的交易所、監管機構或政府機關（統稱為「相關監管機構」）查詢的交易而言，須遵守下列規定：

- a. Subject to the provisions below, the Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Relevant Regulators), inform the Relevant Regulators of the identity, address, occupation and contact details of the client for whose account the transaction is effected and (so far as known to the Client) of the person with the ultimate beneficial interest in the transaction. The Client shall also inform the Relevant Regulators of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) originating the transaction.

在符合下列規定，客戶須按經紀要求（此要求應包括相關監管機構的聯絡詳情），立即知會相關監管機構有關所進行交易之帳戶所屬客戶及（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。客戶亦須知會相關監管機構任何發起有關交易的第三者（如與客戶/最終受益人不同者）的身份、地址、職業及聯絡資料。

- b. If the Client effects the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Relevant Regulators), inform the Relevant Regulators of the identity, address, occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, has instructed the Client to effect the transaction.

若客戶是為集團投資計劃、全權委託帳戶或全權委託信託進行交易，客戶須按經紀要求（該要求應包括相關監管機構的聯絡詳情），立即知會相關監管機構有關該名代表計劃、帳戶或信託曾向客戶發出交易指示的人士的身份、地址、職業及聯絡資料。

- c. If the Client effects the transaction for a collective investment scheme, discretionary account or discretionary trust, the Client shall, as soon as practicable, inform the Broker when its discretion to invest on behalf of the scheme, account or trust has been overridden. Where the Client’s investment discretion has been overridden, the Client shall immediately upon request by the Broker (which request shall include the relevant contact details of the Relevant Regulators), inform the Relevant Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.

若客戶是為集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶在其全權代表該計劃、帳戶或信託進行投資的權力已予撤銷時須在儘快可行的情況下通知經紀。在客戶全權代客投資的權力已予撤銷的情況下，客戶須按經紀要求（該要求應包括相關監管機構的聯絡詳情），立即知會相關監管機構有關該名/或多名曾向客戶發出指示的人士的身份、地址、職業及聯絡資料。

- d. If the Client invests in a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction, the discretion of the Client or its officers or employees has been overridden, the Client shall, as soon as is practicable after becoming aware, inform the Broker when its discretion to invest on behalf of the beneficiary(ies) of such scheme, account or trust has been overridden. Where the Client’s investment discretion has been overridden, the Client shall, immediately upon request by the Broker (which request shall include the relevant contact details of the Relevant Regulators), inform the Relevant Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.

若客戶是一集體投資計劃、全權委託帳戶或全權委託信託，而客戶、其高級職員或僱員就某一交易擁有的權力已予撤銷時，客戶在其全權代表該計劃、帳戶或信託進行投資的權力已予撤銷時須在儘快可行的情況下通知經紀。在客戶全權代

客投資的權力已予撤銷的情況下，客戶須按經紀要求（該要求應包括香港監管機構的聯絡詳情），立即知會相關監管機構有關該名/或多名曾向客戶發出指示的人士的身份、地址、職業及聯絡資料。

- e. If the Client is aware that its client is acting as intermediary for underlying client(s), and the Client does not know the identity, address, occupation and contact details of the underlying client(s) for whom the transaction is effected, the Client confirms that:

若客戶知悉其客戶乃以中介人身份為其相關客戶進行交易，但客戶並不知道有關交易所涉及的客戶之身份、地址、職業及聯絡資料，則客戶確認如下：

- (i) the Client has legally binding arrangements in place with its client which entitle the Client to obtain the information set out in Clause 16.2 from its client immediately upon request, or procure that it be obtained; and

客戶已與其客戶作出具法律約束力的安排，讓客戶可按要求立即向其客戶取得第 16.2 條款的資料，或促使取得有關資料；及

- (ii) the Client will, upon request from the Broker in relation to a transaction, promptly request the information set out in Clause 16.2 from its client on whose instructions the transaction is effected, and provide the information to the Relevant Regulators as soon as it is received from its client, or procure that it be provided.

客戶將按經紀就有關交易提出的要求，即行向其客戶（其接受該客戶的指示而進行交易）要求提供第 16.2 條款的資料，及在收到客戶之客戶所提交的資料後即呈交予相關監管機構，或促使該等資料的提交。

- f. Without affecting the generality of this Agreement, Clause 16.2 shall continue in effect notwithstanding the termination of this Agreement.

在不影響本合約的一般性的原則下，第 16.2 條款即使在本合約終止後仍繼續生效。

#### 17. Omnibus Account 綜合帳戶

In the case that the Client operates an Omnibus Account and is not an exchange participant of the HKFE, the Client shall, in relation to transactions on the HKFE:

倘若客戶運作一個綜合帳戶，而客戶並非香港期交所參與者，則就香港期交所之交易而言，客戶須：

- a. in the Client's dealing with the person(s) from whom the Client receives instructions with respect to the Omnibus Account, comply with and enforce the margin and Variation Adjustment requirements and procedures as stipulated in the Rules as though the Client were an exchange participant of HKFE and as though the person(s) for whose account or benefit such instructions are given were clients;  
於客戶與客戶就綜合帳戶而接獲指示之一名人士(多名人士)進行買賣時，遵從及強制執行規則訂明之保證金及變價調整規定和程序，猶如客戶乃香港期交所一名交易所參與者，而為其帳戶或利益而發出指示之該名(等)人士乃為客戶；
- b. cause the Exchange Contract (as defined in the Rules) to be entered into in fulfillment of such instructions, so that there shall, in no circumstance, be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations or 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 laws or any other applicable laws; and  
促使為履行有關指示而訂立交易所合約(定義見規則)，從而在任何情況下，按指示進行的任何買賣的形式，均不會構成香港或任何其他司法管轄區的法例所指的非法買賣商品市場的報價差額，或有關的買賣方式亦不會構成或涉及投注、打賭、博彩或就該等項目而進行的賭博，從而違反香港法例或任何適用法律；及
- c. ensure that the persons from whom the Client receives instructions comply with the margin and Variation Adjustment requirements as stipulated in the Rules, with the result that, as between HKFE and the Broker, the Broker should 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 such Omnibus Account was operated.

確保客戶從其接獲指示之人士遵從規則訂明之保證金及變價調整規定，令致香港期交所與經紀之間，經紀應負責確保該等規定已獲綜合帳戶中透過其傳達指示之所有人士遵從，猶如各人均為該綜合帳戶之客戶。

#### 18. Anti-Money Laundering and Counter-Terrorist Financing 打擊洗錢及恐怖份子資金籌集活動

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

如客戶是在《打擊洗錢及恐怖份子資金籌集(金融機構)條例》(「反洗錢條例」)所界定的中介人，客戶承諾會：

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

#### 19. Currency Transactions 貨幣交易

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

如客戶指示經紀在交易所訂立任何合約，而交易是以外幣進行的話：

- a. any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Client's account and risk;  
該種貨幣的匯率波動所引致的利潤或虧損的風險，概由客戶承擔；
- b. Margin shall be recorded in such currency or currencies and in such amounts that the Broker may in the Broker's sole discretion elect;  
經紀可完全酌情決定選擇以何種貨幣記錄任何款額的保證金；
- c. the Broker is authorized to convert funds in the Account into and from foreign currency at a rate of exchange determined by the Broker in the Broker's sole discretion on the basis of the prevailing money market rates; and  
經紀被授權參考當時貨幣市場匯率，按其絕對酌情權決定的匯率轉換帳戶內的資金的幣值；及
- d. the Broker may further charge the Client a conversion Charge of no more than 1% of the amount converted.  
經紀可向客戶收取按已兌換金額計算不超過1%的兌換費。

#### 20. Time of Essence 時間要素

20.1 Time is of the essence as regards every obligation of the Client but no delay or omission by the Broker to exercise any right, power or remedy shall impair such right, power or remedy, or be construed as a waiver of, or as an acquiescence in, any default. If the Broker on any occasion agrees to waive any right, power or remedy, such waiver shall not in any way preclude any further exercise thereof or the exercise of any other right, power or remedy. Any waiver by the Broker of any provision of this Agreement and any consent or approval given by the Broker, shall only be effective if given in writing, specifically refers to this clause and even then only for the purpose and upon the terms for which expressly specified.

對於客戶的每項義務而言，時間應為要素，但經紀延遲或遺漏行使任何權利、權力或補救權並不損害該權利、權力和補救權，也不應詮釋為放棄追究或默許任何違約的行為。如果經紀於任何情況下同意放棄上述任何權利、權力或補救權，該等棄權在任何方面並不阻止進一步行使所放棄的權利、權力或補救權，亦不阻止行使任何其他權利、權力或補救權。經紀對本合約的任何規定的放棄或經紀所作的任何同意或批准，必須以書面形式表明及明確提述本條款才能有效，儘管如此其用途也只能按其表明的條款的規定。

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

倘若由客戶送交或發送予經紀有關帳戶或客戶發出的任何指令或在帳戶訂立的任何客戶合約或合約的任何文件，因任何原因沒有註明日期，經紀接收到該等文件時蓋於該文件上的時間印章上顯示的日期及時間，將作為該等文件日期及時間的確證；而經紀相應地獲授權代客戶把該日期或時間加到該等文件。

#### 21. Negative Pledge 質押

The Client agrees (unless with the Broker's prior written consent) not to, and not to purport to, sell, grant an option over or otherwise deal in any way with or create or allow to subsist a charge, pledge or other encumbrance over the Account or anything in it other than pursuant to the terms of this Agreement.

客戶同意（除非獲得經紀事前書面同意），除非根據本合約的條款進行，否則不會亦不會聲稱將帳戶或帳戶中的任何東西賣出、給予認購權或以其他方式處理或訂立、容許存在抵押、質押或其他產權負擔。

#### 22. Suspension and Termination 暫止及終止

22.1 The Broker reserves the right at any time and from time to time, without having to give any reason or explanation, to suspend the operation of the Account and/or any services to the Client under this Agreement. Notwithstanding anything herein to the contrary, the Broker may at any time, in its absolute discretion terminate forthwith the Client's right to access the Electronic Trading Service or any portion of it without notice, and without any obligation to give any reasons therefor or for any reason whatsoever, including but not limited to any unauthorized use of the Access Code or breach of any terms and conditions of this Agreement in any manner whatsoever whether by the Client or by any other person(s) whomsoever or in respect of the Futures and Options Business executed in accordance with Applicable Laws or Regulations, as a result of or in compliance with the action taken or order by the SFC; or for the purpose of complying with Applicable Laws or Regulations.

經紀保留權利，可於任何時間不時暫時終止營運帳戶及/或暫時終止根據本合約向客戶提供的服務，並無須給予任何理由或解釋。儘管本合約有任何相反規定，但經紀可於任何時候按其絕對酌情權在無須通知的情況下，且沒有義務為之給予任何理由，或者因此為了任何理由，包括但不限於未經授權而使用進入密碼或因為客戶或任何其他人士以任何方式違反本合約的任何條款及細則，或就根據適用法律或規例執行的期貨及期權業務，或因委員會採取的行為或發出的命令或為遵守委員會採取的行動或發出的命令，或為遵守任何適用法律或規例，立即終止客戶存取電子交易服務或其任何部份。

22.2 In the event of such termination by the Broker, the Broker shall not be liable to the Client for any claims, losses or anticipated profit which may be suffered by the Client arising out of, pursuant to or connected with such termination.

倘經紀作出上述終止，經紀無須就客戶因該項終止所引起、根據該項終止或與之有關而遭受或獲益之任何申索、損失或預計利潤向客戶負責。

22.3 Termination of the Agreement shall be without prejudice to the accrued rights of the Broker and the Client, and any obligations of the Broker or the Client contained in any provision of this Agreement which may already have arisen prior to the termination.

本合約之終止並不影響在終止之前可能已產生的雙方的累算權利以及本合約條文所載雙方的任何義務。

22.4 The rights and obligations of the Client and the Broker in respect of the Account may be terminated by at least seven (7) business days' written notice given at any time by the Client to the Broker (or vice versa) without prejudice to any rights, powers or duties of the Broker or the Client in connection with the Account prior to receipt of such notice, and such rights, powers and duties will subsist under the terms of this Agreement until they are discharged in full.

客戶及經紀對有關帳戶之權利或義務，客戶均可於任何時間向經紀（反之亦然）發出書面通知載明該權利或義務於最少7個營業日後終止，且收訖有關通知之前不損經紀或客戶對有關帳戶的任何權利、權力或職責。上述權利、權力及職責，將會根據本合約的條款繼續有效，直至全部履行為止。

#### 23. Further Assurance 進一步保證

The Client undertakes with the Broker to do and execute any act, deed, document or thing which the Broker may require the Client to do in connection with the implementation, execution and enforcement of any of the terms and any rights conferred by this Agreement. The Client irrevocably authorizes the Broker to do and execute all such acts, deeds, documents or things on behalf of the Client as the Broker considers necessary or desirable in connection with such implementation, execution and enforcement, and agrees to ratify or confirm all such acts, deeds, documents or things done by the Broker acting lawfully and in good faith.

客戶承諾按經紀之要求對有關實行、執行及強制執行本合約任何條款及本合約賦予的任何權利，作出/簽訂任何行動、契約、文件或事項。客戶不可撤銷地授權經紀代表客戶就上述有關實行、執行及強制執行，作出/簽訂經紀認為所需或合宜的一切行動、契約、文件或事項，並同意追認或確認經紀真誠及合法作出的該等一切行動、契約、文件或事項。

#### 24. Compliance with Laws 遵守法律

The Client shall not instruct the Broker to do anything which is a breach of, or would or is likely to involve a breach of, the Ordinances, the HKFE Rules, the rules of a Clearing House or any other Applicable Laws or Regulations, rule or regulation in force and/or applicable to the conduct of the business of dealing in Futures Contracts or Option Contracts (whether or not having the force of law) or any act which, in the sole opinion of the Broker would be adverse to the Broker's lawful interest or its rights under this Agreement.

客戶不得指示經紀作出任何屬於、將會或可能涉及違反條例、期交所規則、結算所規則或任何其他有效及/或適用於期貨合約或期權合約交易業務處理的法律或規例、規則或規例（不論是否具法律效力），或以經紀意見認為對經紀之合法權益或對本合約賦予經紀之權利不利的任何行動。



## 25. Communications 通知

25.1 All notices, demands, statements and any other communications and documents (collectively "Communications") required or permitted to be given to the Client may be sent by hand, post, facsimile, telephone or electronic mail to the address for communication specified in the Account Opening Form, or as notified to the Broker from time to time. All Communications shall be deemed to have been received by the Client (i) 48 hours after posting in Hong Kong if sent by post, and (ii) at the time of transmission from the Broker if delivered by facsimile, telephone or electronic mail and no such Communication needs to be signed on behalf of the Broker. Every transaction indicated or referred to in Communications given by the Broker shall be deemed as conclusive and ratified and confirmed by the Client unless Broker receives from the Client written notice to the contrary in the manner as aforementioned, within seven (7) business days from the time the Communication is given. The Broker shall in no circumstances be held responsible for delays or failure in transmission of any Instruction due to breakdown of communication facilities, or for any other matter beyond reasonable control of the Broker.

需要或准許給予客戶的所有通知、要求、結單與其他通訊及文件(統稱「通訊」)可以專人送遞、郵遞、傳真、電話或電子郵件方式送交至「開立帳戶表格」指定的或不時通知經紀的地址、傳真或電話號碼或電子郵件地址。所有通訊(i)若以香港郵遞方式送交,當於發送後48小時後收訖;及(ii)若以傳真、電話或電子郵件方式發出,則當作於經紀傳送之時收訖,而通訊並不需要經紀的授權簽署。除非經紀收到客戶以本段所述的方式在經紀發出之任何通訊之7個營業日內以書面通知提出反對,否則該等通訊及每一帳戶結單上所顯示或提及的每項交易,將被客戶視為確實、已追究及確認。若因通訊設備故障或任何其他經紀無法合理控制之事情而導致傳送指令之工作有所延誤或失誤,經紀在任何情況下無須負責。

25.2 The Broker shall be entitled to assume, without further investigation or enquiry, that any Communication which on its face appears to have been forwarded by either the Client or its agent, has in fact been sent by either the Client or its agent, as the case may be. The facsimile copy of any Communication shall have the same force as the original.

經紀將有權假設,而不需作出進一步的調查或詢問,若客戶或其代理人所傳送的任何通訊表面上看來是由客戶或其代理人發出的,該等通訊便可被認作確實是由客戶或其代理人(視情況而定)所傳送的。任何通訊的傳真副本與其正本具有同等效力。

25.3 The Broker undertakes to notify the Client of any material changes: (i) the name and the business address of the Broker; (ii) the licensing status of the Broker with the SFC and the Broker's CE number; (iii) the description of the nature of services provided by the Broker; (iv) the description of the remuneration payable to the Broker and the basis for such payment; (v) the details of Margin requirements, interest charges, Margin calls, and the circumstances under which the Client's position may be closed without the Client's consent.

倘經紀的業務有重大變更如:(i)經紀之名稱及業務地址;(ii)經紀於證監會之持牌狀況及經紀之中央編號;(iii)經紀所提供之服務性質的描述;(iv)支付給經紀之報酬的描述及給予該款項的準則;(v)按金要求之詳情、利息費用、按金追收及無須客戶同意下為客戶平倉的情況,經紀將會通知客戶。

## 26. Translation 翻譯

26.1 This Agreement may be translated into any other language but, in the event of any conflict, the English version shall apply and prevail.

本合約可被翻譯為任何其他語文,但若有任何抵觸,以英文本為準。

26.2 In the event of any difference in interpretation or meaning between the Chinese and English version of this Agreement, Client agrees that the English version shall prevail.

如本合約中英兩種語文版本的釋義或涵義之間有不一致,客戶同意以英文版本為準。

## 27. Payment to Client 予客戶的付款

The Broker is authorized and entitled to credit any payment due to the Client pursuant to this Agreement:

經紀獲授權及有權根據本合約將應付給客戶的任何款項:

a. to the Account

記帳入帳戶;

b. by sending a cheque made out to the Client for such payment by mail, at the risk of the Client to the Client's last known address; and/or

將有關款項以抬頭人為客戶的支票郵寄往客戶最後為經紀所知的地址,郵遞風險概由客戶承擔;及/或

c. by depositing a cheque into or transferring payment to, a bank account and/or payee specified in the Account Opening Form by the Client (subject to changes duly notified in writing to the Broker).

以存入支票或轉帳款項方式付給客戶在開立帳戶表格指定的銀行帳戶及/或收款人(除以書面正式通知經紀有關更改例外)

and by so doing the Broker shall be fully discharged from its obligations to make any payment to the Client.

而據此付款後,經紀將獲完全地解除向客戶付任何款項的責任。

## 28. General 一般規定

28.1 If the Broker fails to meet its obligations to the Client pursuant to this Agreement, the Client shall have a right to claim under the Investor Compensation Fund established under the Securities and Futures Ordinance, subject to the terms of the Investor Compensation Fund from time to time.

倘經紀沒有依照本合約的規定履行對客戶的責任,客戶有權向根據《證券及期貨條例》成立的投資賠償基金索償,惟須受投資者賠償基金不時的條款約。

- 28.2 To the extent permitted by law, the Broker may amend any of the terms and conditions of this Agreement and the Circular to Clients relating to the Personal Data (Privacy) Ordinance issued by the Broker without prior notice or approval from the Client. The Broker undertakes a written notice regarding such amendments shall be delivered to the Client by post/other electronic means within seven (7) Business Days and such amendments shall come into effect immediately upon the Client's deemed receipt of the Broker's notice. The Client acknowledges and agrees that if the Client does not accept any amendments as notified by the Broker from time to time, the Client shall have the option to terminate this Agreement by giving written notice to the Broker. Unless otherwise stated, an amendment to any provision of this Agreement shall not affect the other provisions of this Agreement.  
在法律容許之範圍內，經紀可不時修訂本合約之任何條款及細則及經紀發出的《個人資料(私隱)條例》客戶通告，無須事前通知客戶或取得客戶批准。經紀承諾該等書面通知關於這些修訂，需以郵寄/其他電子方式，於7個營業日內通知客戶。該等修訂於客戶被視作接獲經紀之通告時立即生效。客戶得悉及同意，倘客戶不接受經紀不時通知之任何修訂，客戶將有權選擇以書面形式通知經紀終止本合約。除非另行說明，否則本合約任何條文之修訂均不影響本合約的其他條文。
- 28.3 The headings for each provision, clause or term of this Agreement are merely descriptive and shall not be deemed to modify or qualify any of the rights or obligations set forth in each of such provision, clause or term.  
本合約每項規定、條文或條款的標題僅屬說明性質，不得被視為更改或限制每一該等規定、條文或條款所列的任何權利或義務。
- 28.4 The Client may not assign, transfer or amend this Agreement or otherwise dispose of rights or obligations hereunder without the prior written consent of the Broker. The Broker i) may assign, transfer or otherwise dispose of all or any of its rights, and ii) transfer by novation any of its rights and obligations, in each case to any other person as it thinks fit. All the provisions of this Agreement and all instructions given to the Broker under this Agreement shall survive any changes or successions in the Broker's business and shall be binding upon the Client's successors and permitted assigns and transferees.  
未經經紀事先書面同意，客戶不得轉讓、轉移、修訂本合約或以其他方式處置本合約之下的權利或義務。經紀可向其認為合適的任何其他人 i) 轉讓、轉移或以其他方式處置其全部或任何權利，及 ii) 以新約代舊約方式轉移其全部或任何權利或義務。本合約的所有條文以及根據本合約給予經紀的所有指示應在經紀業務的任何變更或繼承之後仍然有效，並對客戶的繼承人和核准受讓人具有約束力。
- 28.5 Each of the provisions of this Agreement is severable and distinct from the other and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.  
本合約各個條款均可以分割，並互相獨立。如有一個或以上條款屬於或變成不合法、無效或不能強制執行，其餘條款均不在任何方面受影響。
- 28.6 The Client confirms that the Client has read and agrees to the terms of this Agreement, which have been explained to the Client in a language that the Client understands and agrees to be bound by them.  
客戶確認已詳閱並明白本合約的條款及細則，並同意受其約束，而且該等條款已經以客戶明白的語言向客戶解釋。
- 28.7 The rights, powers, remedies and privileges in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.  
本合約的權利、權力、補救方法和特權是累積的，並不排除法律規定的任何權利、權力、補救方法和特權。
- 28.8 This Agreement and all rights, obligations and liabilities arising shall be governed by and construed in accordance with the laws of Hong Kong.  
本合約及當中的一切權利、義務及責任，須受制於香港法律，並按香港法律詮釋。
- 28.9 The Client submits to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising out of or in connection with this Agreement.  
因本合約產生或有關的所有事務，客戶甘願受香港法院的非專屬司法管轄權管轄。
- 28.10 Without prejudice to Clause 28.9, if any dispute of any kind whatsoever shall arise between the Broker and the Client then the Broker may, instead of court proceedings, require such dispute to be referred to arbitration in accordance with provisions of the Arbitration Ordinance (Chapter 341) or any statutory modifications then in force and any such reference shall be a submission to domestic arbitration within the meaning of the Arbitration Ordinance.  
在不損害第 28.9 條款的原則下，本合約各方之間若出現任何類別的任何爭議，經紀可以不採取法院程序而要求把上述爭議按照《仲裁條例》(香港法例第 341 章)或其當時有效之任何法定修改進行仲裁。依上述提交之仲裁，將被視為接受《仲裁條例》中涵義之本地仲裁。
- 28.11 Without prejudice to Clause 25 above, any documents (including but not limited to writs, summonses, orders, pleadings, petitions and demands) may be served on the Client by leaving at or posting such documents to the last known address of the Client – such service is agreed to be valid service on the Client, whether or not the document(s) concerned is actually received by the Client or comes to the Client's notice, and the time of service will be the time at which the document(s) is left at the said address, or in the case of service by post, 48 hours after posting to that address irrespective of whether the Client's address is in Hong Kong or not.  
在不損害上述第 25 條款的原則下，任何文件(包括但不限於)令狀、傳票、命令、狀書、呈請書及要求)可留於或郵遞往客戶最後為經紀所知的地址，作為送達文件，現協定上述送達方式為有效向客戶送達，不論客戶實際有否收訖或是否知悉有關文件，而送達時間將為文件留於上述地址的時間，或(如屬郵遞送達)於郵遞往該地址後 48 小時，不論客戶地址是否在香港。
- 28.12 Neither this Agreement nor any document issued pursuant to this Agreement shall confer any benefits on any third parties. No third party may enforce this Agreement or any provision contained in any document issued under this Agreement. The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of the laws of Hong Kong are expressly excluded from this Agreement and/or any other documents issued pursuant thereto.  
本合約或其他依據本合約發出的文件將不會賦予任何第三者任何權利。任何第三者將不可執行本合約或任何依據本合約發出的文件的任何條文。《合約(第三者權利)條例》(香港法例第 623 章)將不適用於本合約及/或依據其發出的其他文件。
- 28.13 In the event that any Clause of this Agreement is inconsistent with any provision of the Code of Conduct for Persons Licensed by or Registered with the SFC, the latter shall prevail.  
假如本合約的任何條款與《證監會持牌人或註冊人操守準則》的任何條文不一致，將以後者為準。

### Circular to Clients Relating to Personal Data (Privacy) Ordinance (Cap 486) (the “Ordinance”)

關於《個人資料(私隱)條例》(第486章)(「條例」) 客戶通告

1. From time to time, it is necessary for clients (which term shall include a client's (i) authorized signatories, (ii) shareholders, directors, officers, managers, employees and beneficial owners of corporate customers; (iii) applicants for banking services or facilities, and (iv) sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Broker) (collectively, “Client”) to supply the Broker and any Broker's Group Companies with personal data in connection with the opening or continuation of Accounts and the establishment or continuation of credit facilities or provision of securities brokerage, nominee and investment advisory service. At the same time, some of the personal data is collected orally or in written pursuant to laws, regulations, rules or codes binding on the Broker or any Broker's Group Company.  
客戶 (指包括客戶的 (i) 獲授權簽署人士, (ii) 企業客戶的股東、董事、管理人員、經理、僱員及之實益擁有人, (iii) 銀行服務及融資的申請人, (iv) 保證人, 擔保人及締約方提供抵押品、擔保或任何形式支持欠款予經紀 (統稱「客戶」) 需不時地向經紀及任何經紀之集團公司口頭或書面上提供與開設或維持帳戶、開設或維持貸款融資或者與證券經紀、股票託管和投資諮詢服務有關的個人資料。同時, 有一部份資料是根據對經紀或經紀之集團公司具約束力的法律、規定、規則或守則加以收集的。
2. Failure to supply such personal data may result in the Broker being unable to open or continue the Account or establish or continue credit facilities or provide Securities brokerage, nominee and investment advisory services.  
如客戶未能提供該等個人資料, 則經紀將無法代客戶開設或維持帳戶, 或開設或維持貸款融資, 或提供證券經紀、股票託管和投資諮詢服務。
3. The personal data that is collected from Client may be used in the ordinary course of the continuation of the business relationship.  
所有個人資料均以維持正常業務聯繫的需要而向客戶收集的。
4. The purposes for which personal data relating to the Client may be used are as follows:  
與客戶有關的個人資料主要有如下用途:
  - a. the daily operation of the services and credit facilities provided to the Client;  
為客戶提供日常運作服務和貸款融資服務;
  - b. conducting credit enquiries or checks on the Client and ascertaining objectives, and enabling or assisting any other person so to do;  
為客戶進行信貸查詢或調查及查明客戶之財政狀況及投資目標及容許或協助任何其他人士進行上述事項;
  - c. assisting other financial institutions to conduct credit checks;  
協助其它財務機構進行信貸檢查;
  - d. ensuring ongoing creditworthiness of the Client;  
確保客戶持續維持可靠信用;
  - e. enforcing the Client's obligations owed to the Broker or any Broker's Group Company;  
執行客戶向經紀或經紀之集團公司應負之義務;
  - f. assessing the merits and suitability of the Client as actual or potential applicants for securities, commodities, futures, investment and related services and products, and approving their applications, renewals and cancellations;  
評估客戶作為證券、商品、期貨、投資及相關服務和產品及授信的實際或準申請人的適合性, 以及處理和批核其申請、續期及/或取消;
  - g. marketing financing services or related products and other subjects;  
推廣金融服務或相關產品和其他標的;
  - h. determining the amount of indebtedness owed to or by Client;  
確定欠付客戶或客戶欠付的債務款額;
  - i. collection of amount outstanding from clients and those providing security for Client's obligation;  
向客戶或為客戶責任提供擔保的人士收回虧欠的款項;
  - j. meeting the requirements to make disclosure under the requirements of any laws, regulations, rules, codes binding on the Broker or any Broker's Group Company;  
根據對經紀或經紀之集團公司具約束力的法律、規定、規則或守則的要求作出披露;
  - k. direct marketing and promotion of existing and future services or products or other subjects of the Broker and Broker's Group Company (please refer to Paragraph 5); and  
直接銷售及推廣經紀及經紀之集團公司的現有及未來服務及產品或其他標的 (詳見第5段); 及
  - l. purposes ancillary or related thereto.  
其它附帶或相關用途。
5. Use of data in direct marketing  
使用資料作直接促銷  
The Broker and the Broker's Group Company intends to use the Client's data in direct marketing and the Broker and the Broker's Group Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this regard, please note the following:  
經紀或經紀之集團公司擬使用客戶的資料作直接促銷及經紀或經紀之集團公司須為此目的取得客戶同意 (包括客戶不反對之表示)。因此, 請注意以下事項:
  - a. the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and statistics held by the Broker and any Broker's Group Company may from time to time be used by the Broker and the Broker's Group Company in direct marketing;  
經紀或經紀之集團公司持有客戶的姓名、聯絡詳情、產品及服務組合資料、交易模式及行為、財務背景及統計資料可不時被用於直接促銷;



- b. the following classes of services, products and subjects may be marketed:  
下列類別可用作直接促的服務、產品及標的：
- (i) financial services and products;  
金融/財務相關服務和產品；
  - (ii) investment related services and products (including but not limited to Capital Investment Entrant Scheme and investment consultancy services);  
投資相關服務和產品 (包括但不限於投資移民服務及投資顧問服務)；
- c. the above services, products and marketing subjects maybe provided or solicited by the Broker and the Broker's Group Company and/or third party financial institutions, insurers, securities and investment services providers;  
上述服務、產品及促銷標的可能由經紀或經紀之集團公司及/或第三方金融機構、承保人、證券及投資服務供應商提供或徵求；
- d. in addition to marketing the above services, products and subjects itself, the Broker and the Broker's Group Company also intends to provide the data described in Paragraph 5(a) above to all or any of the persons described in Paragraph 5(c) above for use by them in marketing those services, products and subjects, and the Broker and the Broker's Group Company requires the Client's written consent (which includes an indication of no objection) for that purpose;  
除經紀或經紀之集團公司直接促銷上述服務、產品及促銷標的以外，經紀或經紀之集團公司亦擬將以上第 5 段(a) 所述資料提供予以上第 5 段(c) 所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而經紀或經紀之集團公司為此用途須獲得客戶書面同意或同意確認 (包括表示不反對)；
- e. the Broker and the Broker's Group Company may receive money or other property in return for providing the data to the other persons in Paragraph 5(d) above and, when requesting the Client's consent or no objection as described in Paragraph 5(d) above, the Broker and the Broker's Group Company will inform the Client if it will receive any money or other property in return for providing the data to the other persons;  
經紀或經紀之集團公司可能因如以上第 5 段(d) 所述將資料提供予其他人士而獲得金錢或其他財產的回報。如經紀或經紀之集團公司會因提供資料予其他人士而獲得任何金錢或其他財產的回報，經紀或經紀之集團公司以上第 5 段(d) 所述徵求客戶同意或不反對之表示；
- f. Client may, at any time, request the Broker and the Broker's Group Company to cease using his/her personal data for direct marketing purposes by writing to the Data Protection Officer at the address provided in Paragraph 12;  
客戶可隨時向經紀或經紀之集團公司要求停止使用其個人資料於直接促銷活動，有關要求可根據第 12 段的地址向資料保護主任提出；
- g. The Client understands that if the Client so requests, the Broker and the Broker's Group Company is required to cease to use the data for such purpose without charge to the Client. In addition, to comply with all relevant laws, regulations, guidelines or guidance, the Broker and the Broker's Group Company, while retaining such data, shall cease from using such data for direct marketing.  
客戶明白，倘客戶提出要求停止使用該等資料作直接促銷活動之用途，則經紀或經紀之集團公司或其任何成員均須停止使用該等資料作該等用途，客戶毋須支付任何費用。同時，為符合相關之法律、規定、守則或指引，經紀或經紀之集團公司雖停止使用該等資料作直接促銷活動之用途，但仍會保留該等資料。
6. Please note that the Broker may not be able to use your personal data for direct marketing purposes unless it has received your consent. By signing the Account Opening Form, you are deemed to have given the Broker your consent for the above uses and purposes. The Broker shall cease using your personal data in direct marketing if so requested by you without any charge. Any such request can be sent to the Data Protection Officer of the Broker.  
請注意除非獲得閣下的同意，經紀可能無法使用個人資料作為直接銷售用途。透過簽署開立帳戶表格，閣下將被視為同意經紀以上用途及目的。如閣下要求，在沒有任何費用下，經紀將停止使用個人資料用作直接銷售。任何要求應交予經紀的資料保護主任。
7. Personal data held by the Broker relating to a client will be kept confidential but the Broker may disclose or transfer such information to the following parties within or outside Hong Kong to the extent permitted by law:  
經紀持有的客戶個人資料將會保密，經紀僅會於法律允許範圍下向下列香港以內或以外人士披露或轉讓客戶資料：
- a. any agent, contractor or third party service provider who provides administrative, telecommunications, computer (including computers servers and cloud-based information technology services) , payment or Securities clearing, printing or other services to the Broker in connection with the operation of its business;  
向經紀提供與業務活動有關的管理、電訊、電腦 (包括電腦伺服器及雲端資訊科技服務)、款項或證券結算、印刷或其他服務的任何代理人、合約商或者第三方服務提供者；
  - b. any other companies within the Broker's Group Company, including the parent company;  
經紀之集團公司內的任何其它公司，包括母公司；
  - c. any other person under a duty of confidentiality to the Broker including a company of the Broker's Group Company which has undertaken to keep such information confidential;  
遵守經紀保密原則的任何其他人，包括已承諾將上述資料保密的經紀之集團公司；
  - d. any financial institution with which the client has or proposes to have dealings;  
客戶與之有業務往來或即將有業務往來的任何金融機構；
  - e. any actual or proposed assignee of the Broker or participant or sub-participant or transferee of the Broker's rights in respect of the client;  
經紀的任何實際或建議承讓人，或者與客戶相關的經紀權益參與人或次參與人或轉讓人；
  - f. any other person that the Broker is compelled to make disclosure under the requirements of any laws binding on the Broker or any of Broker's Group Company;  
根據對經紀或經紀之集團公司具約束力的法律要求必須向其作出披露的任何人士；
  - g. any person with the client's express or implied consent;  
經客戶明示或默示同意的任何人；

- h. any person in the event that the Broker's interests require disclosure.  
經紀因本身利益需要而必須對其作出披露的任何人。
8. In the course of performing our duties, the Broker may, as permitted by law, match, compare, disclose, transfer or exchange any personal data provided by the client, or hereafter obtained, for these or any other purposes by the Broker, with data held by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purpose of verifying those data.  
在履行本身的業務活動過程中, 經紀可能在法律允許的範圍內, 把客戶所提供的或經紀其後為此目的或其它目的所獲得的客戶個人資料與香港及海外的政府機構、其它監管機構、公司、組織或個人所持的資料進行校對、比較、披露、轉移或交換, 以便確認該等資料的可靠性。
9. Under and in accordance with the terms of the Ordinance, any individual:  
在符合條例之條款的情況下及按照條例的條款, 任何人士:
- a. has the right to check whether the Broker holds personal data about him/her and has the right of access to such personal data;  
有權查詢經紀是否持有他/她的個人資料並有權取得該等個人資料;
  - b. has the right to require the Broker to correct any personal data relating to him/her which is inaccurate;  
有權要求經紀更改有關他/她的不正確個人資料; 及
  - c. has the right to ascertain the Broker's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Broker.  
有權查詢經紀擁有該些個人資料的政策和應用範圍, 並可了解經紀持有的個人資料的種類。
10. Client may in some circumstances elect to provide personal data to the Broker and the Broker's Group Company via electronic means (such as the Internet or voice recording system). Whilst the Broker and the Broker's Group Company has used its best endeavour to ensure the security and reliability of its system, the reliability of telecommunications may be affected as a result of unforeseeable circumstances. Client should therefore pay attention to this when transmitting personal data via electronic means.  
在若干情況下客戶可能透過電子途徑 (例如互聯網或話音錄音系統) 向經紀或經紀之集團公司提供個人資料。儘管經紀或經紀之集團公司已竭盡所能以確保其系統的保安及可靠性, 基於電訊傳送可能出現多種不可預計的情況, 電子通訊的可靠性可能受到影響。有見及此, 客戶在利用電子媒介傳送個人資料時應倍加留意。
11. In accordance with the terms of the Ordinance, the Broker has the right to charge a reasonable fee for the processing of any personal data access request.  
在符合條例之條款情況下, 經紀有權對個人資料查詢人士收取合理的費用。
12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of personal data held are to be addressed is as follows:  
任何人士如欲查詢資料或更正資料或查詢有關政策和應用範圍以及個人資料的種類等資料, 請隨時致函:

The Data Protection Officer  
Huaxin Futures Limited  
Unit H1, 17/F, MG Tower,  
133 Hoi Bun Road, Kwun Tong,  
Kowloon, Hong Kong.  
華信期貨有限公司  
資料保護主任  
香港九龍觀塘海濱道 133 號  
萬兆豐中心 17 樓 H1 室