

NOTICE OF CHANGE IN RELATION TO FUTURES CLIENT AGREEMENT

關於期貨客戶協議書之更改通知

With effective from 1 April 2018, the terms and conditions will be revised and the changes are set out below:

由 2018 年 4 月 1 日起，客戶協議之條款及細則將會作出修訂，更改列明如下：

Existing Clause number 原有條款項目	Revised Clause number 更新條款項目	Amendment(s) (new contents are underlined and deleted contents are marked with strikethrough lines) 修訂(新增內容以底線列明，刪除之內容以劃掉方式列明)
4.13A	4.13A	<p>If the broker solicits the sale of or recommend any financial product to the Client, the 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. For the purpose of this Clause, "financial product" <u>has the meaning assigned to it under the SFO. For the avoidance of doubt, this requirement only applies to financial products in the context of regulated activities carried on by licensed or registered persons.</u>means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Securities and Futures Ordinance. Regarding "leveraged foreign exchange contracts", it is only applicable to those traded by persons licensed for Type 3 regulated activity.</p> <p>假如經紀向該客戶招攬銷售或建議任何金融產品，該金融產品必須是經紀經考慮該客戶的財政狀況、投資經驗及投資目標後而認為合理地適合該客戶的。本協議的其他條文或任何其他經紀可能要求該客戶簽署的文件及經紀可能要求閣下作出的聲明概不會減損本條款的效力。就本條的目的而言，“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。具有《證券及期貨條例》給予該詞的涵義。為免生疑問，本規定只適用於與持牌人或註冊所進行的受規管活動有關的金融產品。</p>
12.3	12.3	<p>The Broker may, in its sole discretion, disallow the Client to openNo new-open position is allowed within the period of margin call.</p> <p>經紀可全權酌情不容許客戶在保證金要求期間——不得有新的未平倉持倉。</p>
	20A	<p>A new clause 20A is inserted:</p> <p><u>NEGATIVE INTEREST ON CREDIT BALANCES</u></p> <p><u>Where a negative interest rate applies to any currency, the Broker has the right to impose negative interest on credit balances on the Account(s) that are denominated in such currency. Where such interest becomes payable by the Client to the Broker, the Broker is entitled to debit any of the Accounts for the purpose of settling such negative interest, irrespective of whether there are sufficient available funds, overdraft or other facilities in the said Account(s). If any debit causes the relevant Account(s) to be overdrawn, the Client is liable to repay the outstanding amount to the Broker on demand together with any fees, expenses and interest accruing on the outstanding amount at such rate as the Broker may specify.</u></p> <p><u>存款或結餘之負利息</u></p> <p><u>如負利息適用於任何貨幣，經紀有權就該貨幣的戶口內的存款或結餘徵收負利息。如該利息應由客戶向經紀繳付，經紀有權從任何戶口支賬以結算該負利息，不論上述戶口是否有充足可用資金、可用透支或其他信貸。如任何支賬使相關戶口出現透支的情況，客戶有責任應經紀要求連同任何費用、開支及利息（以經紀指定的利率或金額就所欠金額累算）清還所有欠款。</u></p>