

## Client Agreement *Terms & Conditions (Futures)*

### 客戶協議書 條款及細則 (期貨)

Individual | Joint | Sole Proprietorship | Partnership | Corporate

個人 | 聯名 | 獨資經營 | 合夥經營 | 公司

## CLIENT AGREEMENT – Terms and Conditions

To : UOB Kay Hian Futures (Hong Kong) Limited  
6/F, Harcourt House  
39 Gloucester Road  
Hong Kong

### WHEREAS:

- A. UOB Kay Hian Futures (Hong Kong) Limited, whose CE number is AHY424 and who is a participant of the Hong Kong Futures Exchange Limited, and being a licensed corporation under the Securities and Futures Ordinance ( "SFO" ) (Cap. 571) licensed to conduct Type 2 (dealing in futures) of the regulated activity and registered as such with the Securities and Futures Commission of Hong Kong ( "SFC" ).
- B. The Client has requested and UOB Kay Hian Futures (Hong Kong) Limited has agreed to open an Account or Accounts in the name of the Client or on behalf of the Client, and act as an agent for the Client in the purchase, sale (including short sales) or otherwise deal in or with Futures/Options Business upon the terms and subject to the conditions as hereinafter appearing.
- C. This Agreement should be read together with Application Form(s), Schedule(s) and Note(s) attached hereto.

NOW IT IS HEREBY AGREED as follows:

### 1. INTERPRETATION

- 1.1 The headings used in this Agreement are for convenience of reference only and shall not in any way affect the construction and interpretation of this Agreement.
- 1.2 In this Agreement, where the singular is used, it shall include the plural and vice versa, words importing any gender include every gender and reference to persons include individual, firm, sole proprietorship, partnership and corporation.
- 1.3 The Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of the Account or Accounts.

### 2. DEFINITIONS

In this Agreement, unless the subject matter or context is inconsistent therewith, the following terms shall have the following meanings:

"Account"	Means one or more Futures/Options trading account(s), including the Personal Account, Sole Proprietorship Account, Joint Account, Partnership Account and Corporate Account, opened and maintained by the Client with the Broker for the purpose of the purchase, sale (including short sales) or otherwise dealing in or with Futures and/or Options, on margin or otherwise
"Account Opening Documents"	Means : <ol style="list-style-type: none"><li>(a) this Agreement (as amended and/or supplemented from time to time);</li><li>(b) Client Information Statement (and all documents provided by the Client as specified therein);</li><li>(c) Risk Disclosure Statement (set forth in Schedule 1);</li><li>(d) Disclaimers (with current version set forth in Schedule 2);</li><li>(e) Trading Authorisation;</li><li>(f) Internet Trading Terms and Conditions (with current version set forth in Schedule 3);</li><li>(g) Personal Information Collection Statement (attached with Client Information Statement); and</li><li>(h) all other documents which the Client may provide or enter into as required by the Broker from time to time</li></ol>
"Approved Debt Securities"	Means Exchange Fund Bills or Notes issued by the Government of Hong Kong for the account of the Exchange Fund, Treasury Bills or Notes issued by the U.S. Government (other than U.S. Treasury Callable Corpus and Separate Trading of Registered Interest and Principal of Securities) and such other debt securities or instruments as may from time to time be approved by HKFE as a form of cover for the Margin
"Approved Securities"	Means units issued in accordance with the unit trust scheme named "Tracker Fund of Hong Kong" and such other securities as may from time to time be approved by HKFE as a form of cover for the Margin

"Authorised Representative"	<p>Means :</p> <p>(a) in the case of a Personal Account or Sole proprietorship Account, the Client and/or any person specified as such in the Trading Authorisation; or</p> <p>(b) in the case of a Partnership Account, the partners and/or any person specified as such in the Trading Authorisation; or</p> <p>(c) in the case of a Corporate Account, any person specified as such in the Trading Authorisation; or</p> <p>in all the above cases, such other person as may be appointed in substitution therefor or in addition thereto and notified in writing to the Broker by the Client from time to time, such appointment to be effective from the date of actual receipt of the written notification by the Broker.</p>
"Board"	Means the Board of Directors from time to time of the HKFE or (as the context may require) the majority of directors present and voting at a duly convened meeting of directors at which a quorum is present, or any duly appointed committee of the Board
"Broker"	Means UOB Kay Hian Futures (Hong Kong) Limited
"Business Day"	Means a day on which the Broker is open for business
"call option"	An option giving the holder the right to buy the Underlying Assets at an agreed price, on or before an agreed date. For cash settled contracts of difference, the holder will receive a cash payment equivalent to the amount (if any) by which the price of the Underlying Asset is greater than the strike price
"cash settlement"	Means a payment of differences at the expiration of a futures, or at the expiration or exercise of an option, when the terms and conditions of such futures or option do not permit physical delivery of the Underlying Asset
"Chief Executive"	Means the Chief Executive from time to time appointed by the board of directors of the HKFE or, as the context may require, a designated member of the HKFE staff
"Clearing House"	Means in relation to HKFE, HKCC or other body appointed by or established and operated by the HKFE to provide clearing services to Members in respect of Exchange Contracts and, in relation to any other exchange, any clearing house providing similar services for such exchange;
"Clearing House Rules"	Means the rules and applicable procedures of the Clearing House from time to time in force
"Client"	Means the party(ies) whose name(s), description(s) and address(es) are set out in Client Information Statement in this Agreement hereto and (a) in case of Personal Account, the individual and his/their respective executor(s) and administrator(s), and (b) in case of Joint Account, the persons, acting jointly and severally, and his/their respective executor(s) and administrator(s), and (c) in case of Sole Proprietorship Account, where the Client is a sole proprietorship firm, both the firm and the sole proprietor of and carrying on business under the name of the Firm and his executor(s) and administrator(s) and his or their successor(s) in the business, and (d) in case of Partnership Account, both the firm and the partners who are the partners of the firm at the time when the Account(s) are being opened/maintained and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his/their respective executor(s) and administrator(s) and the successor(s) to such partnership business, and (e) in case of Corporate Account, such company and its assigns
"Client Agreement" or " Agreement"	Means this Agreement made between the Broker and the Client relating to the provisions of Futures/Options Business services by the Broker for the Client
"Code"	Means Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission issued by the Commission and as amended from time to time
"Commission"	Means the Securities and Futures Commission

"Commodities"	Means any item including but not limited to agricultural commodities, metals, currencies, interest rates, indices (whether stock market or otherwise), or other financial contracts, energy, right or authority and shall, where the case requires, include a Futures/Options Contract in respect of any of the above and in each case whether or not the item is capable of being delivered
"Contract Specifications"	Means those terms and conditions of any Exchange Contract as from time to time specified by the Board pursuant to the relevant Regulations
"Corporate Account"	Means an Account opened and maintained under this Agreement by the company whose name is specified in the signature page below
"Currency Contract"	Means an Exchange Contract having as its underlying commodity a currency or currencies
"Currency Contract Type"	Means all Currency Contracts with the same Contract Specifications
"Equity Balance"	Is the balance in the Client' s ledger account at any time, plus any floating profit or less any floating loss, and after adjusting for any income credited to and charges levied against the Account(s); and the amount of any Equity Balance is a positive amount where the balance is payable to the Client and it is a negative amount where the balance is payable by the Client
"Exchange Contract"	Means a contract for a commodity approved by the Commission and the HKFE for trading on a Market and which may result in a/an Futures/Options Contract
"expiration date"	Means the date after which an option is void. The option buyer should check carefully the time of day which he must notify his broker to exercise or sell an option
"Exchange Participant"	Has the same meaning as defined in the Rules, Regulations and Procedures of the HKFE
"floating profit"	Means unrealized profits calculated by marking to market futures/options or precious metal position (as the case may be)
"floating loss"	Means unrealized losses calculated by marking to market futures/options or precious metal positions (as the case may be)
"Futures/Options Business"	Means the business of dealing in Futures Contracts and/or Options Contract
"Futures/Options Contract"	Means a Futures Contract and/or an Options Contract effected in a Market as the case may be
"Futures Contract" or "Futures"	Means a contract for the purchase and sale of an Underlying Asset for physical delivery or cash settlement, under the terms and subject to the conditions specified by the relevant exchange or other market
"HIBOR Futures Regulations"	Regulations for trading One-Month and Three-Month Hong Kong Interbank Offered Rate Futures Contracts as amended or revised from time to time
"the HKCC"	Means the HKFE Clearing Corporation Limited
"the HKFE"	Means the Hong Kong Futures Exchange Limited
"Hong Kong"	Means the Hong Kong Special Administrative Region of the People' s Republic of China
"Identity information"	Means, in relation to any person, the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details
"Initial Margin"	Means the minimum amount required to be deposited by the Client with the broker for each Futures/Options Contract
"Interest Rate Cash Adjustment"	Means for any Currency Contract, a cash adjustment determined by the Clearing House representing the interest rate differential between two contract-related currencies pursuant to HIBOR Futures Regulations 012-013
"Investor Compensation Fund"	Means the Investor Compensation Fund established pursuant to the SFO
"Joint Account"	Means an Account opened and maintained under this Agreement by the persons, acting jointly and severally, whose names are specified on the signature page below

"last trading day"	Means the day on which trading ceases for a particular delivery month. All Futures/Options Contracts that have been off-set by the end of the trading on that day must thereafter be settled by delivery of the Underlying Asset or in cash settlement futures/options contracts by delivery of cash
"Maintenance Margin"	Means the minimum balance which must be maintained for each Futures/Options Contract by the Client subsequent to the deposit of the Initial Margin
"mark to market"	Means the daily assessment of an account to reflect potential profits and losses on open futures/options contracts or precious metal contracts based on closing market prices at the end of the day
"Market"	Means one of the markets from time to time established and operated by the HKFE pursuant to Rule 201 of the Rules
"Margin Requirements"	at any time means the total amount which the Client would be required to deposit in cash as Initial Margin in respect of all that Client' s open positions in Futures/Options transactions at that time, irrespective of any unrealized profit or loss on such positions
"Member"	Has the meaning ascribed to it in accordance with rule 101 of the Rules of the HKFE
"official settlement price"	Price of the Underlying Asset quoted by the relevant exchange and used to determine the value of the Underlying Asset on exercise of the option
"Off-set"	Means a transaction which off-sets and closes a Futures or Option
"Option Contract" or "Option"	Means a contract, either a put option or a call option, giving certain rights to the grantee and creating obligations for the grantor under the terms and subject to the conditions specified by the relevant exchange or other market, which may be for physical delivery, cash settlement or, in the case of a Futures Option, delivery of a Futures
"Partnership Account"	Means an Account opened and maintained under this Agreement by the partnership named on the signature page below and the persons, being all partners of and carrying on business under the name of the partnership and acting jointly and severally
"Personal Account"	Means an Account opened and maintained under this Agreement by the individual whose name is specified on the signature page below under this Agreement
"UOB Kay Hian Group Company"	Means the Broker, UOB Kay Hian Private Limited, UOB Kay Hian (Hong Kong) Limited, UOB Kay Hian Finance Limited, UOB Kay Hian Asia Limited, UOB Kay Hian Overseas Limited and other associated company of the Broker
"premium"	The amount by which the price of one contract is quoted above that of another contract month or the above cash market price
"Procedures"	Means the practices, procedures and administrative requirements by whatever name called which may be prescribed from time to time by the HKFE in relation to trading of Exchange Contracts
"put option"	An option giving the holder the right to sell the Underlying Asset at an agreed price, on or before an agreed date. For cash settled contracts of difference, the holder will receive a cash payment equivalent to the amount (if any) by which the strike price is greater than the price of the Underlying Asset
"Regulations"	Means the regulations made by the Board and from time to time in force for regulating the activities of the Markets or, as the context may require, the regulations applicable to one particular Market
"Rules"	Means collectively the Rules, Regulations and Procedures of the HKFE as amended or revised from time to time
"Securities"	Includes but not limited to any shares, stocks, debentures, loan stocks, funds bonds, or notes of, or issued by any listed or public companies, or any government or local government authority' and also includes rights, options, or interests (whether described as units or otherwise) in or in respect of any of the foregoing as well as certificates of interest or participation in, or temporary or interim certificates for, receipts for, or warrants to subscribe to or purchase, any of the foregoing

“Segregated Bank Account”	Means in respect of transactions relating to or resulting from trading of Exchange Contracts in the markets established and operated by the HKFE, the bank account referred to in section 2 of Securities and Futures (Client Money) Rules (Cap 571I) as amended or re-enacted from time to time, and in respect of other transactions, an account kept with an authorised institution or an overseas bank or financial institution, 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
“Segregated Debt Securities Account”	Means in respect of transactions relating to or resulting from trading of Exchange Contracts in the markets established and operated by the HKFE, a debt securities account kept with a recognized dealer registered with the Hong Kong Monetary Authority (in the case of Exchange Fund Bills or Notes) or any bank, depository or institution approved by the Clearing House from time to time (in the case of other Approved Debt Securities), and in respect of other transactions, a debt securities account kept with the aforesaid entity or an overseas securities broker, bank, depository or financial institution, 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;
“Segregated Securities Account”	Means in respect of transactions relating to or resulting from trading of Exchange Contracts in the markets established and operated by the HKFE, a securities account kept with a recognized participant of the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Company Limited or any other depository, institution or clearing house approved by HKCC from time to time, and in respect of other transactions, a securities account kept with the aforesaid entity or an overseas securities broker, bank, depository or financial institution, 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;
“SFO”	Means the Securities and Futures Ordinance (Cap 571) and any subsidiary legislation made thereunder
“Sole Proprietorship Account”	Means a Futures/Options trading account opened and maintained by the firm named on the signature page below and the individual, being the sole proprietor of and carrying on business under the name of the firm, whose names are specified on the signature page below entering into this Agreement with the Broker
“strike price”	Means the price at which an option is exercisable
“Subsidiary”	Has the meaning ascribed thereto by section 15 of the Companies Ordinance (Cap 622) as amended or re-enacted from time to time
“Trading Authorisation”	Means any authority given by the Client to the Broker with respect to the Account(s)
“Underlying Asset”	Means the asset by reference to which any Futures/Options Contract is made
“Ultimate beneficiary”	Means, in relation to any transaction effected or to be effected by the Broker for the Client pursuant to this Agreement, each and every person who (a) is the principal for whom the Client is acting as agent in relation to such transaction or (b) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (c) is ultimately responsible for originating the instruction in relation to such transaction
“Variation Adjustments”	Means the amount payable to the Broker by the Client, calculated at least once daily based on the market price at the end of each day or at other interval as directed by the HKFE from time to time in respect of each open Futures/Options Contract in the Account(s)

### 3. APPLICABLE LAWS AND RULES ETC.

- 3.1 All transactions shall be subject to the terms and conditions of this Agreement contained herein, constitution, codes, rules, regulations, systems, memorandum and articles of association, routines, administrative requirements, customs, usages, rulings and interpretations from time to time extant or in force at the HKFE, the HKCC and all other relevant exchanges or other markets (and of their respective clearing houses, if any) and any laws, rules, or regulations then applicable thereto. All Futures/Options Contracts and Futures/Options Businesses shall also be subject to the terms of business of the Broker or other persons who have been involved in the processing of such Futures/Options Contracts and Futures/Options Businesses where the Broker deems fit.

- 3.2 If the Client wishes to have Futures/Options Business executed in markets other than those operated by the HKFE transactions related to such Futures/Options Business will be subject to the rules and regulations of those markets and not those of the HKFE, with the result that the Client may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by the Rules, the Regulations, the Procedures and the practices and administrative requirements of HKFFE and HKCC.

#### 4. DEALING PRACTICES

- 4.1 The Broker agrees to, acting as an agent for the Client, purchase, sell (including short sales) or otherwise deal with or in Futures/ Options Contract, on margin or otherwise, for the Account(s) in accordance with the oral or written instructions or orders of the Client and/or the Authorised Representative (if one is appointed).
- 4.2 Notwithstanding anything provided in clause 4.1 of this Agreement, the Broker shall have the right, at its absolute discretion, to accept or reject any instructions or orders for the Account(s) and to impose trading limits without assigning any reason therefore. In particular, the Broker may at any time refuse to carry out any instruction from the Client and/or the Authorised Representative (if one is appointed) (in particular, where the Broker suspects that any fraud and/or illegality are involved). The Client acknowledges that the Broker is subject to the anti-money laundering, suppression of terrorist financing, suspicious transaction reporting laws and regulations of Hong Kong and any other applicable jurisdiction. The Client agrees to provide any information requested by the Broker for the purposes of complying with any such laws and regulations in respect of the Account(s) and/or services provided to the Client. The Broker shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with the Broker refusing or declining to act or imposing trading limits on such instructions.
- 4.3 **Instructions etc.:** The Client acknowledges that it may not be possible to cancel or amend its instructions once given. The Client agrees to exercise caution before giving any instruction and accept full responsibility for the Transactions partially or fully executed prior to the processing of the Client' s cancellation or amendment. The Broker may, in its absolute discretion, honour instructions, notices or other communication (whether given orally or in writing) purporting to be from the Client and/or the Authorised Representative (if one is appointed), without any duty on the Broker to verify or enquire as to the identity or authority of the persons giving or making the instruction, notices or communications. The Broker shall not incur any liability by reason of acting or not acting on or any error, whether apparent or actual, in any instructions, notices or communications.
- 4.4 **Client/Broker acts as principal/agent:** The Client hereby acknowledges and agrees that the Broker may deal as principal with the Client or on the Client' s behalf as the Client' s agent. Where the Broker deals as principal, the Client acknowledges that the Broker will have a financial interest in any such transactions. Unless the Client expressly notifies the Broker to the contrary, the Broker may assume that the Client is acting as principal and not as agent for others. The Client represents and warrants that the Client is the Ultimate Beneficiary of the Account(s) and that (other than where the Client is a trustee or nominee opening and maintain an Account on behalf of or for the benefit of any other person or where the Client is a company whose shareholders are not the ultimate beneficial owners of the share capital of the company, including a beneficiary holding an interest through a nominee or trust), as expressly made known to the Broker by the Client and acknowledged by the Broker, in which case the Client represents and warrants that the Client is the sole legal owner of the securities in the Account(s) and duly authorised by the Ultimate Beneficiary' s identity information that may be requested by the Broker. Where the Client is not the Ultimate Beneficiary, the provisions of paragraphs 4.26 to 4.30 shall apply. The Broker will act as the Client's agent in effecting all transactions with respect to Futures/Option Contracts under this Agreement, but the Broker may indicate (in the contract note for the relevant transaction or otherwise) that the Broker or any person related to the Broker is also acting as principal as the counterparty to any such transaction effected by the Broker on the Client's behalf.
- 4.5 The Broker may, for the purpose of carrying out any instructions 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 the Broker, on such terms and conditions as the Broker may in its absolute discretion determine.
- 4.6 The Client acknowledges that all transactions executed under this Agreement shall be subject to each relevant provision in the Rules, and such provisions shall be deemed as constituting part of this Agreement and that their existing positions or subsequent transactions might or will be affected if the Rules and/or other relevant rule are enacted, amended or repealed by HKFE, the Clearing House, and any relevant exchange or clearing corporation from time to time.
- 4.7 The Client will comply with the position limits and trading limits set by the Commission, HKFE, the Clearing House and any relevant exchange or clearing corporation (where applicable) on the amount of trading which may be done in futures contracts, or positions that may be held in futures contracts. No person shall hold or control a position in futures contracts nor enter into a futures contract during a Business Day if he thereby exceeds the above position limits and/or trading limits, unless the position he holds or controls or the excess is expressly authorised and reported to the HKFE under the Rules. The Broker shall have the discretion to limit the positions and / or the trading volume of the Client held or acquired through the Broker and the Client agrees not to exceed such limits. The Client agrees to notify the Broker immediately if carrying a reportable position or trading volume. If any of the said limits are or will be exceeded or there is insufficient cleared funds in the Account for meeting Margin requirement or otherwise, the Broker may decline such an instruction and/or is entitled to close the open position of the Transactions concerned. The Broker may in its absolute discretion refuse to act on any of the instructions received from the Client without giving any reason and/or is entitled to close the open position of the

Transactions concerned. The Broker is not in any circumstances be liable in any way for any loss of profit or gain, damage, liability or cost or expense suffered or incurred by the Client arising from or in connection with the Broker's refusal to act on such instruction or omitting to notify the Client of such refusal or taking action to close the open position.

- 4.8 Due to objective restraints on the HKFE and the rapid changes in the price of Futures / Options Contracts, despite reasonable endeavour by the Broker, there may, on occasions, be a delay in quoting prices, or the Broker may not be able to execute in full all transactions at the specified time or at the "best price" or "market price". The Client agrees that it shall accept the outcome of any transaction entered into by the Broker on the Client's behalf under any circumstances and agrees that the Broker shall in no circumstances be responsible for delays or failure in execution of orders due to breakdown of communication facilities or to any cause beyond the control or anticipation of the Broker. Also, the Broker is not in any circumstances liable for any loss of profit or gain, damage, liability or cost or expense suffered or incurred by the Client arising from or in connection with the Broker's failing, or being unable, to comply with any terms of an order of the Client or entering into a lesser number of contracts than as specified in the Client's order.
- 4.9 The Client agrees that, in giving orders to sell, all "short" orders will be designated as "sell" and, in giving order to buy, all "long" orders will be designated as "buy".
- 4.10 **Tape recording:** The Client expressly authorises the Broker to record by tape or other means all instructions and all other verbal communications (by telephone or otherwise) in connection with the Account(s) (collectively, "Verbal Communication"). The Client expressly agrees that if a dispute arises at any time in relation to the contents of any Verbal Communications, then the tape recording or such other records of such Verbal Communication, or a transcript of the same certified as a true transcript by your officer, shall be final and conclusive evidence between the Broker and the Client as to the contents and nature of such Verbal Communication unless and until the contrary has been established and may be used as evidence in such dispute. The Broker may refuse to act upon Verbal Communication without having to explain to the Client the reason for such refusal. The Broker may defer acting on any Verbal Communications and to require further information with respect to such Verbal Communications as the Broker may consider appropriate.
- 4.11 Without prejudice to the generality of Clause 4.7, the Client acknowledges and agrees that in respect of any or all Futures/Options transactions executed, the Broker is bound by the rules which permit the HKFE or the Chief Executive to take steps to limit the positions or require the closing out of contracts on behalf of such Clients who in the opinion of the HKFE or the Chief Executive are accumulating positions which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be. If the Broker or the Client holding an amount of net or gross open position, as the case may be, equal to or more than the specified number of each contract type set by the HKFE, the Broker shall file the appropriate Large Open Position Reports to the Chief Executive or any designated staff of its Large Open Position in such form and with such frequency as may from time to time be prescribed by the Board, no later than the next Business Day on the relevant market after the position is opened or accumulated.
- 4.12 Time shall be of the essence in any Futures/Options Contract entered into between the Broker and the Client.
- 4.13 Subject to clause 4.13A, the Client expressly acknowledges and agrees that no representations or warranties have been given or implied by the Broker as to the value, merit or suitability for the Client of any Futures/Options Contract entered in to by the Broker on behalf of the Client and the Client shall, independently and without reliance on the Broker, make the Client's own judgement and decision with respect to the entering into and closing out of each Futures/Options Contract. The Client further acknowledges and agrees that the Client shall retain full responsibility for all trading decisions in relation to the Account and the Broker is only responsible for the execution, clearing and carrying out of transactions for the Account in accordance with Client's instruction and does not act as the Client's investment adviser, that the Broker has no responsibilities or obligations regarding any conduct, actions, representations or statements of any introducing firm, brokerage firm or any third party in connection with transactions carried out for the Account. Any advice or information provided by the Broker, its employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and the Broker shall be under no liability whatsoever in respect of such advice or information.
- 4.13A 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" 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.
- 4.13B Clause 4.13A shall not apply where Client is (i) an "Institutional Professional Investor" or (ii) a "Corporate Professional Investor" which meets the requirements under paragraphs 15.3A and 15.3B of the "Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commissions" and accepts to be treated as a professional investor under the relevant rules, in which case the Client shall make its own judgment and decisions independently without reliance on the broker or any UOB Kay Hian Group Companies in its decisions in relation to dealing in commodities.



- 4.14 The Client agrees that the Client shall be liable for all losses, debts and deficiencies in the Account(s) including all debts and deficiencies resulting directly or indirectly from liquidation of the Account(s).
- 4.15 The Client hereby irrevocably authorises the Broker, without prejudice to the other authorities granted to the Broker hereunder, to instruct any company whose ultimate holding company is for the time being also the Broker's ultimate holding company ( "**associated company**" ), (and to give any associated company notice of this authority) to transfer on the Client's behalf any fund in the amount of the debit balance of the account standing from time to time in any account maintained at any time by the Client with any associated company to any of the Account(s) with the Broker.
- 4.16 If an Instruction is operated via electronic media/operation, the following provisions shall apply:
- a) The Client shall be the only authorised user(s) of the electronic service under the Account(s).
  - b) The Client shall not attempt to tamper with, modify, decompile, reverse engineer and otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the electronic service.
  - c) Risks associated with electronic or online devices, including delays or failure in the transmission, receipt or execution of Instructions due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the control or anticipation of the Company, may arise which may include a client's Instruction being executed before a client's revised or cancellation Instruction being validly placed and effected, delay in the execution of Instruction and/or price quoted being different from those prevailing at the time the Instruction is given and the Client shall be fully responsible for all such risks.
  - d) All online quoted data and information provided by the Company or any other third party is for reference purpose only and the Company will not be liable for any inaccuracy thereof or any loss and damages whatsoever of the Client in reliance thereon.
- 4.17 If an Omnibus Account is opened by the Client, the Account shall be traded for and on behalf of its clients and the Client must be a registered/licensed stock broker/exempted dealer/bank in the territory where its clients were solicited and its registered licence (if applicable) shall remain valid at all times when the Account remains valid and operative.
- 4.18 For protection of the security of the Account(s) and interests of the Client, the Client shall set a password and a personal identification number for logging in and operating the Account(s). The Client and, as the case may be, its directors, officers, employees or agents shall keep confidential all access codes including passwords or otherwise for the operation of the Account(s) and the used thereof and the Client shall be solely responsible for all Instructions placed and/or Transactions transacted at the Account(s) through the use of Such access codes. If the Client discovers that the password and/or personal identification number is lost, stolen or subject to illegal use, the Client shall notify the Broker in writing immediately.
- 4.19 **Closure of accounts:** Without prejudice to any of the Broker's other rights, the Broker shall be entitled at any time (and without liability on the Broker's part and without assigning any reason therefor) to refuse to act on any particular instructions (including any instructions countermanding other instructions) and/or, on at least two (2) Business Days' notice in writing, to close the Account(s), close out or otherwise realize the outstanding positions with respect to any transaction, accelerate all liabilities of the Client to the Broker so that they shall become immediately due and payable and terminate the Broker's relationship with the Client. No such termination under this paragraph shall in any way prejudice or affect any transaction which shall have been effected by the Broker for and on behalf of the Client and the rights and obligations of the Broker and the Client under this Agreement shall not be affected to the extent permitted under applicable laws and regulations.
- 4.20 **Overseas order execution:** The Broker shall cause and control the execution of the Client's orders on exchanges and other markets anywhere in the world through any person related to the Broker or members of the various exchanges and clearing houses or independent floor brokers or market makers or principals in other markets, by arrangements which the Broker in its absolute discretion may make from time to time with various persons as may be necessary to provide other execution, and references in this Agreement to transactions or execution by the Broker shall be construed accordingly. If the Client directs the Broker to enter into any Futures/Option Contract transaction on any exchange or other market on which such transactions are effected in a currency other than the currency in which the Account(s) with the Broker is denominated, (a) any profit or loss arising from fluctuations in the rate of exchange between the two currencies will be for the account and risk of the Client, (b) all margin deposits will be provided to the Broker in such currency and in such amounts as the Broker may require from time to time and (c) when such Futures/Option Contract are sold or otherwise liquidated, and any margin deposits are liquidated, the Broker shall debit or credit the Account(s) in the currency in which the Account(s) is denominated, at a rate of exchange determined conclusively by the Broker on the basis of the then-prevailing market rates of exchange between the two currencies.
- 4.20A **FX Transaction/currency conversion:** Any foreign exchange transaction or currency conversion carried out by the Broker for and on behalf of the Client at an exchange rate which the Broker reasonably demonstrates as an Apparent Off Market Rate (i.e. a rate for a FX Transaction which deviates more than three per cent from the prevailing market price) due to a technical error shall be considered to be an apparent error ( "**Apparent Error**" ) and shall be void. The Broker reserves the right to determine whether a Transaction is an Apparent Error at its sole and absolute discretion.
- 4.21 **Order/report transmission:** The Broker shall not be responsible for delays in the transmission of orders to the place of execution or the transmission of reports of executed orders to the Client due to any failure of communications facilities or any other delays beyond the reasonable control of the Broker.
- 4.22 **Execution and aggregation of orders:** Subject to the Rules, applicable laws and regulations, the Broker may in its absolute discretion determine the priority in the executions of the orders received from its clients, having due regard to the sequence in

which such orders were received and the Client shall not have any claim of priority to another client in relation to the execution of any orders received by the Broker. The Broker may aggregate the Client's orders with its own orders or with those of persons connected with the Broker or with those of other clients. Such aggregation may on some occasions operate to the Client's disadvantage and on other occasions to the Client's advantage. However, the Broker shall ensure that no such aggregation with the Broker's own orders will operate to the Client's disadvantage and shall endeavour to ensure that any aggregation with other Client's orders will not, over a period of several such orders, disadvantage the Client in relation to other clients.

- 4.23 **Transaction reports/product specifications:** Following execution of an instruction, The Broker will send to the Client within the time prescribed under the applicable laws and regulations a confirmation of transaction and thereafter, periodic statements summarising the transactions effected through the Account(s) over the period covered by the periodic statement. Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorised and correct and as ratified and confirmed by the Client unless the Broker shall receive from the Client written notice to the contrary within seven days from the time such notice, statement, confirmation or other communication is given by the Broker to the Client. The Broker will upon request provide the Client with product specification and any prospectus or other offering documents in relation to any derivatives products which the Client instructs the Broker to purchase or sell on the Client's behalf pursuant to this Agreement.
- 4.24 **Application of this Agreement:** This Agreement shall apply to all transactions hereafter made as well as those heretofore made and still outstanding and none of its provisions shall be deemed to be waived or modified by the Broker except by written agreement signed by the Broker.
- 4.25 **Power of attorney:** The Client hereby undertakes with the Broker to do and execute (and irrevocably authorises the Broker to do and execute on the Client's behalf) 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 including, without limitation, the execution by the Client of an irrevocable power of attorney appointing the Broker as its lawful attorney to do and execute all such acts, deeds, documents or things on behalf of the Client as it considers necessary or desirable in connection with such implementation, execution and enforcement and the Client agrees to ratify or confirm all such acts, deeds, documents or things by the Broker.
- 4.26 **Credit checks and confidentiality:** The Broker is hereby authorised, to the extent permitted by application laws and regulations, to conduct or cause to be conducted credit investigations, enquiries and checks regarding the Client and for such purpose to approach the Client's bankers (including for the purpose of ascertaining the Client's financial situation and investment objectives and any information given in the Client Information Statement (as hereinafter defined)) and to pass any identity information or other information about the Client, the Account(s) and the Client's transactions and the Ultimate Beneficiary in respect of any such transaction to any of the Broker's branches, any person related to the Broker and any exchange, market, clearing house or regulatory authority (including the HKFE and the SFC (together the "**Regulators**")) in order to assist such exchange, market, clearing house or regulatory authority with any investigation or enquiry it is undertaking. Subject to such authority, the Broker will keep all matters relating to the Account(s) confidential.
- 4.27 [Deleted]
- 4.28 **Client information/agent:** Where the Broker has received an enquiry from the Regulators or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Regulators, and the Client has notified the Broker that the Client is acting as an agent of other person or, where the Client is a company, its shareholders are not the ultimate beneficial owners of the share capital of the company, the Client shall, upon the Broker's request, inform the Regulators of the identity information of the Client and the person with the ultimate beneficial interest in the relevant dealing. The Client shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the client/the Ultimate Beneficiary who originated the dealing). The Client's undertaking under this paragraph shall survive the termination of this Agreement.
- 4.29 **Client information/investment manager:** If, in respect of any transaction effected or to be effected by the Broker for the Client pursuant to this Agreement, the Client is acting as investment manager of any investment scheme, discretionary account or discretionary trust (or for any other person), the Client undertakes to (a) inform the Broker of such arrangement and (b) provide the Broker with identity information in respect of the Ultimate Beneficiary or such other person whose instructions have overridden the Client's discretion. Where the Broker has received an enquiry from the Regulators or request from a stockbroker/licensed person/intermediary in response to the enquiry from any of the Regulators, then the Client shall, upon the Broker's request, inform the Regulators of the identity, address and contact details of the scheme, account or trust and the identity, address, occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed the Client to effect the dealing. In the case where the Client's investment discretion has been overridden, the Client shall, immediately upon the Broker's request inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the dealing. The Client's undertaking under this paragraph shall survive the termination of this Agreement.
- 4.30 **Client information/intermediary:** If, in respect of any transaction effected or to be effected by the Broker for the Client pursuant to this Agreement, the Client is acting as an intermediary, the Client undertakes to (a) inform the Broker of such arrangement and (b) provide the Broker with identity information in respect of the Client's clients and the Ultimate Beneficiary. To the extent the Broker does not know the identity, address, occupation and contact details of the underlying client for whom the dealing was effected, the Client confirms that (a) the Client has arrangements in place with the Client's own clients which entitle the Client to obtain such information from the Client's own clients immediately upon request or procure that it be so obtained; and (b) where the Broker has received an enquiry from the Regulators or request from a

stockbroker/licensed person/intermediary in response to the enquiry from any of the Regulators, then the Client shall, upon the Broker's request, inform the Regulators of the arrangement, the identity, address and contact details of the Client's clients and the identity, address, occupation and contact details of the person(s) who, under the arrangements, instructed the Client to effect the dealing. The Client's undertaking under this paragraph 4.30 shall survive any the termination of this Agreement.

- 4.30A The Client confirms that the Client is not subject to any law which prohibits the performance by the Client of the undertakings contained in paragraphs 4.26 to 4.30 above or, where the Client is subject to such law, that the Client or the Client's principals or clients, as may be the case, have waived the benefit of such law or consented in writing to the performance by the Client of such undertakings.
- 4.31 **Information:** The Client undertakes to supply to the Broker on demand at any time such financial and other information about the Client (including, without limitation, the identities of the persons ultimately beneficially interested in the Account(s) and/or any trading contracts entered into on the Account(s)) as the Broker may request. The Client undertakes to inform the Broker in writing of any change in the Client's circumstances/details/information which have previously been notified to the Broker ceases to be complete, accurate and not misleading. The Client and the Broker agree to notify the other in the event of any material change to the information provided in or in connection with this Agreement. The Broker will notify the Client of material changes in respect of the Broker's business which may affect the services provided by the Broker to the Client.
- 4.32 **Exclusion of liability:**
- 4.32.1 Without prejudice to the generality of the other clauses in this Agreement and in addition to the same, the Broker (and its associated companies) shall not be liable to the Client or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of the Broker (and its associated companies), their respective employees, agents or independent contractors): -
- (a) the reliance or use of the information or trading and other services provided by or through the Broker (and/or its associated companies);
  - (b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided by or through the Broker (and/or its associated companies);
  - (c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services by or through the Broker (and/or its associated companies);
  - (d) any cause over which the Broker (and/or its associated companies) does not or do not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);
  - (e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by the Client to the Broker; or
  - (f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.
- 4.32.2 So long as the Broker (and its associated companies) and their respective employees or agents have complied with all applicable laws and regulations, the Client will at no time hold the Broker nor its associated companies, their respective employees or agents responsible in any manner whatsoever for any delay or failure to perform obligations and any loss, damages and costs arising from or in connection with any aspect of Futures/Option Contract trading or transactions. Unless due to the gross negligence or wilful default of employees of the Broker, and only to the extent of direct and reasonably foreseeable loss and damages (if any) arising directly and solely therefrom, the Broker does not assume any liability or responsibility to the Client or any other third party, neither would the Broker nor its associated companies assume responsibility for any consequences resulting whether directly or indirectly from any events not within its or their control.
- 4.33 **Account maintenance fee:** Without prejudice to the Broker's rights to close the Account(s) and/or to terminate the Broker's relationship with the Client under paragraph 4.19 of this Agreement, the Broker may debit the Account(s) for a monthly maintenance fee of such amount as the Broker may determine from time to time.
- 4.34 All the trading orders placed by the Client are good for the day and will be automatically cancelled at the close of business of the relevant Exchange to the extent not yet executed unless the Client has indicated to the Broker to the contrary.
- 4.35 **Third party payment:** The Broker shall have absolute discretion to refuse third party payment by whatever means as instructed by the Client. The Broker shall not be obliged to give reasons for doing so. The Client hereby acknowledges that payment of funds to third parties by the Broker involves risk of default by those third parties and that the Broker will employ reasonable judgment in selecting third party to receive the funds of the Client in relation to this authority. Nevertheless, the Client irrevocably agrees that the Broker shall have no liability to the Client whatsoever in employing such reasonable judgment in selecting third party to receive funds of the Client or for any loss of any nature arising directly or to the Client in consequence of the default, wrongful act or omission of any person, or any circumstances beyond the direct control of the

Broker other than any losses arising directly in consequence of the gross negligence or wilful default of the Broker or its employees acting in the ordinary course of their employment.

- 4.36 **Currency indemnity:** If the Broker at any time receives a payment (including by set-off) in the wrong currency and the amount of the right currency which the Broker is able to buy (after deduction of any relevant costs) with the amount received falls short of the amount payable in the right currency, the Client as a separate and independent obligation shall on demand from time to time indemnify the Broker against such shortfall and pay interest on such shortfall at the rate chargeable on the Account(s) from the date of such receipt until such shortfall is paid.
- 4.37 **Titles:** The title of any paragraph of this Agreement shall not affect the meaning of that or any other paragraph.
- 4.38 **Conflicts of Interests:** The Broker shall observe and abide by all guidelines, code of conduct, and practice directions from the regulators. In the event that there are any issues of conflicts between the interests of the Client and any of the guidelines, code of conduct, or practice directions, the Broker shall act in accordance with the guidelines, code of conduct, and/or practice directions as appropriate.
- 4.39 For the avoidance of doubt, the Client's obligations to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination in respect of paragraphs 4.32, 4.35, 5, 13, and 19 shall survive the termination of these terms and conditions or the deactivation or revocation of the Account(s).

4.40 [Deleted]

## 5. PAYMENT AND DELIVERY

- 5A The Client accepts that each Futures/Options Contract (and also all other transactions made for the Account) contemplates actual performance in accordance with its terms including delivery and receipt of any Commodities and payment therefor. The Client shall take all necessary actions to enable the Broker to effect due settlements of each open Futures/Options Contract which remains subsisting on its maturity date on behalf of the Client in accordance with the rules, regulations, practices, procedures and administrative requirements of the HKFE, the HKCC and all other relevant exchanges or other markets (and of their respective clearing houses, if any) unless the Client has given timely instructions to the Broker to close the open positions otherwise the Broker is entitled to take all necessary actions to complete the settlement and the Client is responsible for any claim for related loss, damages and expenses by the Broker against the Client.
- 5B Any amount (including without limitation, any amount payable by the Broker to HKFE, the HKCC and all other relevant exchanges or other markets (and of their respective clearing houses, if any) and/or the Broker's dealers or agents) payable by the Client arising out of the closing of any Futures/Options Contract or the exercise of any Options Contract (whether initiated by the Client or executed by the Broker pursuant to this Agreement) shall become immediately due and payable to the Broker upon the closing out or exercise.
- 5C To exercise an option pursuant to an Options Contract entered into by the Broker on the Client's behalf, the Client shall deliver to the Broker a notice of exercise at least two (2) Business Days before the cut-off date for the tender of exercise instructions prescribed by the writer of the option, the HKFE, the HKCC and all other relevant exchanges or other markets (and of their respective clearing houses, if any), dealer (whichever prescribes the earliest cut-off date) together with the underlying Commodity or document of title therefore for making the delivery (in case of a put option), or sufficient immediately available funds to take delivery of the Commodity (in case of a call option) unless the outstanding obligations of the buyer or seller of an Options Contract are satisfied solely by cash settlement based on difference in price or value as required by the Rules, the Clearing House Rules or the rules of all other relevant exchanges or other markets (and of their respective clearing houses, if any).
- 5D The Client acknowledges that some exchanges or other markets (and of their respective clearing houses, if any) have established cut-off times for the tender of exercise instructions and that an option will become worthless if instructions are not delivered before such expiration time. The Client also acknowledges that certain exchanges or other markets (and of their respective clearing houses, if any) automatically will exercise "in-the-money" options unless instructed otherwise. Therefore the Client should familiarise himself with the rule and procedures of settlement established by the relevant exchanges or other markets (and of their respective clearing houses, if any). The Client acknowledges full responsibility for taking action either to exercise or to prevent the exercise of an Options Contract, as the case may be; the Broker is not required to take any action with respect to an Options Contract, including without limitation any action to exercise a valuable option prior to its expiration date or to prevent the automatic exercise of an option, except upon the Client's express instructions. The Client further understands that the Broker has established cut-off times, which may be tighter than those established by the HKFE, the HKCC or other exchanges or markets (and of their respective clearing houses, if any).
- 5.1 The Client acknowledges and agrees that having acquired a position (whether long or short) in a Futures/Options Contract, the Client may be required to make or take delivery, as the case may be, of the Underlying Asset represented thereby, unless before the maturity date specified in the Futures/Options Contract, the Client gives timely instructions to the Broker to Off-set the Client's open Futures/Options positions or in the case of an Option, the Option expires without being exercised.

5.2 With respect to any trading for the Account in Futures Contracts:

- 5.2.1 In the case of a cash settlement Futures Contract, the Client shall be liable for any deficit resulting from the Client's Off-setting instructions and any deficit resulting from the expiry of the relevant Futures.
- 5.2.2 In the case of a physical delivery Futures Contract, the Client shall give timely instructions to Off-set any Futures position to avoid physical delivery. Any failure by the Client to give timely instructions to Off-set the Client's open Futures positions shall entitle the Broker to (but not obliged to) Off-set the Client's relevant Futures Contract.
- 5.2.3 In the case of a physical delivery Futures Contract, if the Client as seller intends to make physical delivery, the Client will provide to the Broker the type, quality and quantity of the Underlying Asset required to make delivery thereof; or if the Client as buyer intends to take physical delivery, the Client will provide to the Broker the amount of money necessary to pay for delivery thereof. Any failure by the Client to provide such Underlying Asset or payment to the Broker within the time required by the Broker shall entitle the Broker, without further notice or demand, to Off-set (but not obliged to) the relevant Futures Contracts. For the purpose of this clause, instructions by the Client must be given to the Broker at least five (5) Business Days prior to the first notice day in the case of long positions, and, in the case of short positions, at least five (5) Business Days prior to the last trading day. Alternatively, sufficient good funds to take delivery or the necessary delivery documents must be delivered to the Broker within the same period described above.
- 5.2.4 In the case of a physical delivery Futures Contract, if the Client is required to make or take physical delivery, the Client shall provide to the Broker the type, quality and quantity of the Underlying Asset required to make delivery thereof or to provide to the Broker the amount of money necessary to pay for delivery thereof. Any failure by the Client to provide such Underlying Asset or money to the Broker, within the time required by the Broker and notified to the Client, shall entitle (but not obliged to) the Broker, without further notice or demand, to forthwith:
- 5.2.4.1 buy the Underlying Asset required for delivery at a price to be determined at the sole discretion of the Broker and deliver the Underlying Asset to satisfy the Client's obligation; or
- 5.2.4.2 accept delivery of the Underlying Asset and sell the Underlying Asset at a price to be determined at the sole discretion of the Broker.
- 5.3 With respect to any trading for the Account in Options Contracts:
- 5.3.1 In the case of a cash settlement Option and upon the exercise thereof, the Client as the seller shall make cash payment to the Broker of the difference (if any) between the exercise price of the Option Contract and official settlement price of the Underlying Asset (in the case of both a call and a put option).
- 5.3.2 In the case of a physical delivery Option, if the Client as buyer intends to exercise a put option to make physical delivery, the Client will provide to the Broker the type, quality and quantity of the Underlying Asset required to make delivery thereof; or if the Client as buyer intends to exercise a call option to take physical delivery, the Client will provide to the Broker the amount of money necessary to pay for delivery thereof. Any failure by the Client to provide such Underlying Asset or payment to the Broker within the time required by the Broker shall relieve the Broker of any obligation to give such notice of exercise on behalf of the Client. For the purpose of this clause, instructions by the Client must be given to the Broker at least five (5) Business days prior to the first notice day in the case of long positions, and, in the case of short positions, at least five (5) Business Days prior to the last trading Day. Alternatively, sufficient good funds to take delivery or the necessary delivery documents must be delivered to the Broker within the same period described above.
- 5.3.3 In the case of a physical delivery Option, if the Client is assigned to make physical delivery as the seller of a call option, the Client will provide to the Broker the type, quality and quantity of the Underlying Asset required to make delivery thereof; or if the Client is assigned to take physical delivery as the seller of a put option, the Client will provide to the Broker the amount of money necessary to pay for delivery thereof. Any failure by the Client to provide such Underlying Asset or money to the Broker within the time required by the Broker and notified to the Client, shall entitle (but not obliged to) the Broker, without further notice or demand, to forthwith:
- 5.3.3.1 buy the Underlying Asset required for delivery at a price to be determined at the sole discretion of the Broker and deliver the Underlying Asset to satisfy the Client's obligation; or
- 5.3.3.2 accept delivery of the Underlying Asset and sell the Underlying Asset at a price to be determined at the sole discretion of the Broker.
- 5.3.4 The Client acknowledges that certain short option positions may be subject to assignment, including positions established on the same day that exercises are assigned, and exercise assignment notices (where applicable) are allocated by the relevant clearing corporation at any time during the day. The Broker will allocate such notices on a fair and reasonable basis. The Broker is not responsible for any delay with respect to the assignment by the clearing corporation or the receipt by the Broker of such notices. The Client confirms that the Client will accept an allocation on this basis.
- 5.4 **Liability and Indemnity:** The Client shall be liable for any deficit resulting from any or all losses including but not limited to Off-setting transactions and/or transactions initiated by the Broker pursuant to the provisions in clauses 5.2 and 5.3 of this Agreement and any cost or expense (including but not limited to commissions and legal costs) incurred by the Broker on a

full indemnity basis related thereto. In respect of clauses 5.2 and 5.3 of this Agreement, the Client shall have no claim against the Broker for any losses, expenses or damages arising from the Client' s failure to provide the Underlying Asset or money to the Broker and the Broker' s inability to give notice of Option exercise (where applicable) on behalf of the Client, or otherwise in connection with any other matter therewith howsoever arising.

- 5.5 The Client agrees to fully indemnify and keep indemnified the Broker and all UOB Kay Hian Group Companies and their directors, officers, employees and agents (including dealers the Broker has appointed) ( "Indemnified Persons' ) against any loss, cost, claim, liability or expenses, including legal fees, that may be suffered or incurred by any and/or all of the Indemnified Persons, arising out of or in connection with any transactions, or otherwise arising out of any action or omission by the Broker in accordance with the terms of this Agreement, or arising out of any breach by the Client of any of its obligations under this Agreement, including any costs reasonably incurred by the Broker in collecting any debts due to the Broker or any unpaid deficiency in the Account(s), in enforcing the rights of the Broker hereunder or in connection with the closure of the Account(s), and any penalty charged as a result of any transaction to the Broker by the HKFE, HKCE or any exchange and/or clearing house.

## 6. TRADING FEES

- 6.1 The Client shall pay to the Broker all trading fees including but not limited to Investor Compensation Fund levy, levy pursuant to the SFO and such other fees which may be imposed by the HKFE from time to time in respect of Futures/Options transactions executed by the Broker in markets organised by the HKFE. The Client also agrees and undertakes to pay any other levies or charges which may be levied by other relevant exchange or clearing corporation for Futures/Options Business executed in markets other than those organised by the HKFE.
- 6.2 Every Futures/Options Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the Securities and Futures Ordinance, the cost of which shall be borne by the Client. If the Client suffers pecuniary loss by reason of the Broker' s default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Ordinances and will be subject to the monetary limits specified in the Ordinances. Accordingly, there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.
- 6.3 **Investor Compensation Fund claims:** In the event of any default under this Agreement (as defined in the SFO) by the Broker resulting in pecuniary loss to the Client, the Client shall have a right to claim under the Investor Compensation Fund established under the SFO, subject to the terms of such Investor Compensation Fund from time to time. Any claims the Client may have against the Investor Compensation Fund established under the SFO will be restricted to the extent provided for in such Ordinance.

## 7. DEALING ON OWN ACCOUNT AND OTHER CLIENTS

- 7.1 The Client hereby expressly agrees and consents that without further notice to or consent from the Client:
- 7.1.1 the Broker, any UOB Kay Hian Group Company, the directors, employees or representatives of the Broker or any UOB Kay Hian Group Company may trade Futures/Options Contracts on its/their own account or the account of the Broker or any UOB Kay Hian Group Company;
- 7.1.2 when the Broker executes sell or buy orders on the Client' s behalf, the Broker, any UOB Kay Hian Group Company, the directors, employees and representatives of the Broker or any UOB Kay Hian Group Company may buy or sell for an account in which the Broker, any UOB Kay Hian Group Company, the its directors, employees and representatives of the Broker or any UOB Kay Hian Group Company has direct or indirect interest;
- 7.1.2A the Broker match the Client' s orders with those of other clients of the Broker or any UOB Kay Hian Group Company and/or combine the Client' s order with orders of the Broker or any UOB Kay Hian Group Company or other clients of the Broker any UOB Kay Hian Group Company for execution; and
- 7.1.3 the Broker may, subject to the provision of the Ordinances and any applicable law, take the opposite position to the Client' s order in relation to any exchange traded futures and options contracts, whether on the Broker' s own account or for the account of any UOB Kay Hian Group Company or other clients of the Broker or any UOB Kay Hian Group Company, provided that such trade is executed competitively on or through the facilities of HKFE in accordance with its rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchanges.
- 7.2 None of the Broker, any UOB Kay Hian Group Company, the directors, or employees or representatives of the Broker or any UOB Kay Hian Group Company shall be obliged to account to the Client or any third party for any profits or benefits received in connection with such transactions in clause 7.1 of this Agreement. The Client hereby agrees not to make any claims against the Broker, any UOB Kay Hian Group Company, the directors, or employees or representatives of the Broker or any UOB Kay Hian Group Company in relation thereto including but not limited to any claims for any emoluments, commissions, profits or any other benefits whatsoever earned by the Broker, any UOB Kay Hian Group Company, the directors or employees or representatives of the Broker or any UOB Kay Hian Group Company or any of them in relation thereto.

- 7.3 Nothing herein contained shall place the Broker, any UOB Kay Hian Group Company, or any of the directors, or employees or representatives of the Broker or any UOB Kay Hian Group Company under any duty to disclose to the Client any fact or thing which comes to its notice in the course of acting in any capacity for any other person or in its own capacity.

## **8. CLIENT' S MONEY/ASSETS**

- 8.1 All money, approved debt securities and other property received by the Broker from the Client or from any other person (including the Clearing House) for the Account(s) shall be held by the Broker as trustee, segregated from the Broker' s own assets and paid into a Segregated Bank Account, Segregated Debt Securities Account or Segregated Securities Account (as the case may be), and that all money, approved debt securities or other property so held by the Broker shall not form part of the assets of the Broker for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer overall or any part of the Broker' s business or assets.
- 8.2 The Client acknowledges that in respect of any account of the Broker maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of Futures/Options Business transacted on behalf of that Client and whether or not money or Approved Debt Securities or Approved Securities paid or deposited by that Client has been paid to or deposited with the Clearing House as between the Broker and the Clearing House, the Broker deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client. Monies and Approved Debt Securities and Approved Securities paid to or deposited with the Clearing House are thereby free from the trust referred to in 8.1 of this Agreement.
- 8.3 The Client hereby authorises the Broker to apply any monies or approved debt securities received by the Broker from the Client or from any other person (including the Clearing House) are held in the manner specified under paragraphs 7 to 15 of Schedule 4 to the Code and in particular, the Broker may apply such monies or 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/Options Business transacted on that Client' s behalf.
- 8.4 The Client authorizes the Broker to withdraw from the Segregated Bank Account, the Segregated Debt Securities Account or the Segregated Securities Account and to apply any monies, any Approved Debt Securities or any Approved Securities paid or deposited by the Client to the Broker for the following manner:
- 8.4.1 properly required to meet obligations of the Broker to the HKCC, any other Clearing House, an executing agent or any other party arising in connection with or incidental to Futures Contracts or Options Contracts transacted by the Broker on the instructions or behalf of the Client;
- 8.4.2 properly required to meet commission, brokerage, levies and other proper charges directly relating to Futures Contracts or Options Contracts transacted by the Broker on the instructions of the Client (whether or not payable to the Broker);
- 8.4.3 to transfer monies to another Segregated Bank Account, to transfer Approved Debt Securities to another Segregated Debt Securities Account or to transfer Approved Securities to another Segregated Securities Account;
- 8.4.4 to pay to or in accordance with the directions of the Client but in such a case, notwithstanding the Client's directions, no monies, no Approved Debt Securities and no Approved Securities may be paid or deposited into another account of the Broker unless it is a Segregated Bank Account, a Segregated Debt Securities Account or a Segregated Securities Account (as the case may be); and
- 8.4.5 the Broker' s retaining of such amounts of interest derived from the holding of the Client's money.
- 8.5 In particular, the Client acknowledges that the Broker may apply 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 all Futures/Options Contracts transacted on the Client's behalf. The Client agrees that all the interest derived from the holding of the Client's money belongs to the Broker who has right to retain all such interest.

## **9. SUSPENSION OR REVOCATION OF MEMBERSHIP**

The Client acknowledges that Clearing House may do all things necessary to transfer any open position held by the Broker on the Client' s behalf and any money and security standing to the credit of its Account(s) with the Broker to another Exchange Participant of HKFE in the event the rights of the Broker as an Exchange Participant of HKFE are suspended or revoked.

## **10. THE CLIENT' S AUTHORISED REPRESENTATIVE**

- 10.1 (if the Client appoints an Authorised Representative in addition to itself) The Authorised Representative is hereby fully authorised by the Client to give instructions whatsoever or otherwise deal with or in the Futures/Options Contracts, on margin or otherwise, in relation to the Account(s) on behalf of the Client. Any reference in this Agreement to instructions from of signatures of the Client, however expressed, shall include instructions from or signatures of the Client' s authorised person, save where otherwise expressly indicated.
- 10.2 The Client hereby undertakes with the Broker from time to time and at all time to ratify and confirm any instructions whatsoever given or purported to be given by the Authorised Representative for and on the Client' s behalf and received

by the Broker including without limitation of any instructions which may be given and purported to be given between the revocation of the authority of the Authorised Representative and the actual receipt by the Broker of notice of such revocation.

- 10.3 The Client further declares that the authority herein contained shall remain in full force and effect until such time as the Broker receives written notice of revocation from the Client.

## 11. MARGIN

- 11A The Client shall at all times maintain with the Broker, in such amount and such form as the Broker may from time to time require, Margin in excess of the Client's indebtedness or obligations to the Broker whether by way of trading or otherwise howsoever for the compliance of the margin requirements set by the Broker and the amount of which may be greater than that required by any relevant Exchange, Clearing House Margin or other dealer. The Broker may also change margin requirements in its absolute discretion without prior notice.
- 11.1 The Client agrees to maintain such Initial Margin and/or Maintenance Margin in any and all Account(s) the Client may at any time carry with the Broker. All Margin Requirements must be settled in cash 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. All Variation Adjustments and Interest Rate Cash Adjustments must also be paid by the Client in cash 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.
- 11.2 The Broker may make margin calls and demands for Variation Adjustments and Interest Rate Cash Adjustments to the Client either orally or in writing and may specify therein the period within which the margin call, or demands for Variation Adjustments and Interest Rate Cash Adjustments must be met. The Client agrees and undertakes to pay any margin calls, Variation Adjustments and Interest Rate Cash Adjustments made orally or in writing, immediately on demand or within the time specified (if any) by the Broker.
- 11.2A All amounts (including Initial Margin and Maintenance Margin) payable by the Client in connection with this Agreement must be met not later than the close of business on the next Business Day or such shorter period as the Broker may in its absolute discretion determine and specify to the Client. If the Client fails to meet any margin call within the period specified by the Broker or at the time of making such margin call, the Broker may (but not obliged to) close out any open contracts in respect of which margin call has not been met. The Client agrees that in such closing out of open contracts on behalf of the Client, the Brokers owes no obligation of whatsoever nature to the Client to minimize or eliminate loss suffered by the Client. The Broker may be required to report to HKFE and/or the Commission particulars of all open positions in respect of which two successive margin calls are not met within the period specified by the Broker.
- 11.3 In respect of transactions relating to or resulting from trading of Exchange Contracts in the markets established and operated by the HKFE, the Client further acknowledges and agrees that :
- 11.3.1 margin is calculated at the end of each Business Day or other interval as directed by HKFE from time to time and more frequently during active markets;
- 11.3.2 the Broker will not transact any Futures/Options Business for the Client until and unless the Broker has received from that Client sufficient cash to cover that Client' s expected trading liabilities, Initial Margin, Variation Adjustments and/or Interest Rate Cash Adjustments;
- 11.3.3 the Broker in its absolute discretion may require more Initial Margin and/or Maintenance Margin and/or Variation Adjustments and/or Interest Rate Cash Adjustments than the Initial Margin or Maintenance Margin or Variation Adjustments or Interest Rate Cash Adjustments specified by the HKFE and/or the Clearing House and any other relevant exchange and/or clearing corporation;
- 11.3.4 the Broker is entitled to change the Initial Margin and/or Maintenance Margin and/or Variation Adjustments and/or Interest Rate Cash Adjustments in its sole discretion at any time without assigning any reason therefor;
- 11.3.4A for the avoidance of doubt, failure by the Client to meet Maintenance Margin on margin calls made by the Broker or any other accounts payable hereunder shall give the Broker the right (without prejudice to other rights) to close out any open positions in respect of which any margin calls are not met without notice to the Client and to dispose of any or all assets held for or on behalf of the Client and to apply the proceeds and/or any cash deposits to pay the Broker all outstanding balances owing to the Broker; and
- 11.3.5 the Broker is obliged to report to the HKFE and the Commission particulars of all open positions in respect of which two successive margin calls, demands for Variation Adjustments and/or Interest Rate Cash Adjustments are not met within that period specified by the Broker.
- 11.4 If at the close of business on any Business Day, the aggregate amount of the Client' s Maintenance Margin at that time exceeds the aggregate of the Client' s Equity Balance at that time, the Broker may require that Client to deposit with the Broker, not later than the close of business on the next following Business Day or any shorter period as the Broker may specify, an amount in cash not less than the amount of the excess between the Initial Margin and the Equity Balance.



- 11.5 If the Broker at its sole discretion determines that further or additional margin is required, the Client agrees to deposit with the Broker such further or additional margin in such amount as the Broker in its sole discretion may determine upon demand or within the time specified by the Broker.
- 11.6 In the event of a failure by the Client to meet margin calls and/or demands for Variation Adjustments and/or Interest Rate Cash Adjustments as specified in such calls and/or demands, the Broker shall be entitled to close out open positions including open positions taken out at different times without further demand or consent from the Client with absolute discretion to the Broker to choose which position(s) should be liquidated and in which order provided, however, notwithstanding any demand for margin, the Broker may at any time proceed in accordance with clause 13 of this Agreement. The Client agrees that in closing out the Client's open position(s) the Broker owes no duty or obligation of whatsoever nature to the Client to minimize or eliminate the Client's loss.
- 11.7 The Client agrees that no previous Margin Requirements shall establish any precedent and a change in Margin Requirements (increase or decrease) shall apply to existing positions as well as to the new positions in the Futures/Options Contracts affected by such change.

## 12. MARGIN CALL POLICY

- 12.1 Margin calls will be issued when the net equity in the Account(s) falls below the maintenance level.

### Margin Call

- 12.2 The Broker, through the account executives, will notify the Client of the margin call amount and the time period to fulfill the margin requirement.
- 12.3 The Broker may, in its sole discretion, disallow the Client to open new position within the period of margin call.
- 12.4 The Client is required to meet the margin call within the time period by depositing cash and/or closing out an appropriate number of existing open positions. Otherwise the Broker has the sole discretion to restore the margin ratio by liquidating positions in the Account(s).
- 12.5 Notwithstanding anything provided in clauses 11.2, 12.2 and 12.4 of this Agreement, whenever the Broker deems it advisable for its protection, the Broker has the right to shorten the time period to meet margin call and/or force liquidate positions immediately without prior notice to the Client. The Broker reserves the right to liquidate the positions at any time and at any prices. The net proceeds of any such liquidation shall be applied against the Client's indebtedness to the Broker, and the Client shall remain responsible for any deficiency.
- 12.6 The Broker's non-action does not prejudice its claim on the Client.
- 12.7 The Client confirms that the Client has read the English/Chinese version of the Agreement and that the contents thereof have been fully explained to the Client in a language which the Client understands. In the event of discrepancy between the English version and the Chinese version of the Agreement, the English version shall prevail.
- 12.8 Please refer to the Account Opening Documents or contact your account executive should you require more information on futures account operations.

## 13. EVENT OF DEFAULT

- 13.1 On the occurrence of any event of default below:
  - (1) whenever in the Broker's sole discretion the Broker feels shall or might put in jeopardy the Broker's rights conferred under this Agreement, or
  - (2) the Client fails to provide sufficient margin under this Agreement or when called upon to do so; or to make or take delivery of any Commodity when required under such contract; or to pay any purchase price, option premium or other payment thereunder when due; or
  - (3) a petition in bankruptcy, or a petition for the appointment of a receiver, is filed against the Client; or
  - (4) an attachment or execution is levied against any of the Account(s) with the Broker; or
  - (5) upon the death or judicial declaration of incompetence of the Client; or
  - (6) default by the Client in the due performance or observance of any of the terms and conditions of this Agreement; or
  - (7) any representation or warranty made in or in pursuance of this Agreement or any Account Opening Documentation or any item or document delivered to the Broker being or becoming incorrect in any material respect; or
  - (8) in respect of Futures/Options Business executed in accordance with the Rules, as a result of or in compliance with the action taken or order by the Commission; or
  - (9) the continued performance of this Agreement becomes illegal or claim by any government authority to be illegal; or
  - (10) for the purpose of complying with any applicable laws, rules or regulations; then, in addition to and without prejudice to any other right or remedy to which the Broker is entitled, all amounts owing by the Client to the Broker with interest shall become immediately due and payable without any notice or demand and the Broker shall have the right at its absolute discretion, without further notice or demand or margin call or consent from the Client, all of which are hereby expressly waived, and whether the Account(s) shall be held jointly or with others, to (but not obliged to) forthwith:

- 13.1.1 cancel any outstanding orders for Futures/Options Business or any other commitments made on behalf of the Client and/or decline to take any orders from the Client; and/or
  - 13.1.2 satisfy any obligations the Client may have to the Broker (either directly or by way of guarantee or suretyship) out of any property belonging to the Client in the custody or control of the Broker; and/or
  - 13.1.3 sell and Off-set any or all Futures/Options Contracts long in the Account(s) or in which the Client has an interest; and/or
  - 13.1.4 buy or borrow any or all Underlying Asset required to make delivery on behalf of the Client including Futures/Options Contracts short in the Account(s); and/or
  - 13.1.5 close out in whole or in part any or all open Futures/Options Contracts held by the Broker on the Client' s behalf and make or take delivery of the Underlying Asset; and/or
  - 13.1.6 set-off, combine, realise or consolidate any of the Client' s account(s) (of any nature) maintained with the Broker or any other UOB Kay Hian Group Company;
  
  - 13.1.7 exercise any option (call or put) arising from any Option Contract held for the Client;
  - 13.1.8 exercise any of its rights under this Agreement; and/or
  - 13.1.9 terminate this Agreement forthwith;
- 13.2 In the event of any sales or purchases pursuant to clause 13.1 of this Agreement, the Client hereby agrees that the Broker shall have the right to purchase for its own account or sell or dispose of the Underlying Asset or any part thereof to any other UOB Kay Hian Group Company without being in any way responsible for any loss occasioned thereby however arising and without being accountable for any profit made by the Broker and/or any other UOB Kay Hian Group Company and whether or not a better price could or might have been obtained on such sales or purchases.
  - 13.3 Any such sales or purchases pursuant to clause 13.1 of this Agreement may be made upon any market where such business is then transacted or at a public or private sale with or without advertising and upon such terms, manner, timing and consideration (whether payable or deliverable immediately or by installments) as the Broker may in its absolute discretion deem fit without being in any way responsible for any loss occasioned thereby however arising and without being accountable for any profit made by the Broker and/or any other UOB Kay Hian Group Company. If less than all of the Futures/Options Contracts are to be sold or disposed of, the Broker may in its absolute discretion select which of the Futures/Options Contracts are to be sold or disposed of.
  - 13.4 The rights in clause 13 of this Agreement and any other right or remedy which the Broker is entitled may be exercised separately, successively or concurrently. The Broker shall not be required to exercise any such rights nor shall it be required to exercise any right prior to exercising any other right. If demand is made or notice is given to the Client by the Broker, it shall not constitute a waiver of any of the rights of the Broker to act hereunder without demand or notice.
  - 13.5 The Client hereby acknowledges that the Client shall at all times remain liable to the Broker for any deficiency remaining in such Account. Any or all debit balances in such Account shall be charged with interest thereon at a rate as the Broker may at its sole discretion establish from time to time and the Client shall promptly settle upon demand all liabilities outstanding to the Broker, together with any or all expenses (including reasonable legal fees) reasonably incurred by the Broker in connection with exercising any right pursuant to clause 13 of this Agreement. The Client undertakes to pay to the Broker any deficiency if the net proceeds of sale and/or liquidation of Client' s assets are insufficient to cover all the outstanding balances owed by the Client to the Broker.
  - 13.6 The amounts received by the Broker from the exercise or enforcement of its rights under clause 13 of this Agreement shall be applied against the liabilities of the Client in such order or manner as the Broker may in its absolute discretion determine but without prejudice to the right of the Broker to recover any deficiency from the Client.
  - 13.7 Without prejudice to clause 13.6 of this Agreement, the Broker may place the proceeds of sales or realization of the Futures/Options Contracts and/or any part thereof to the credit of a suspense account for so long as the Broker may in its absolute discretion determine without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any monies or liabilities due to or incurred by the Client to the Broker.
  - 13.8 The Client acknowledges that the rights which the Broker is entitled to exercise pursuant to clause 13 of this Agreement are reasonable and necessary for its protection having regard to the nature of Futures/Options Business including, in particular, the volatility in Futures/Options prices.

#### 14. COMMISSIONS AND CHARGES ETC.

- 14.1 Notwithstanding anything provided in clauses 4.4 and 4.7 of this Agreement, the Client agrees to pay to the Broker all commissions, brokerage and/or other remuneration payable on all purchases sales and other transactions (including any transaction pursuant to clause 13 of this Agreement) on Futures/Options Contracts at the rates established from time to time by the Broker. The Client also agrees to reimburse the Broker on a full indemnity basis for all fees, expenses and other charges (including without limitation the fees and levies as set forth in clause 6) in respect of or connection with all transactions for the Account(s). Commissions are subject to change from time to time and can be ascertained by contacting the Broker. The Broker may impose additional charges for special services furnished at the request of the Client. The Client agrees to pay interest on all outstanding sum payable to the Broker under this Agreement at such rate and at such mode as the Broker shall determine.
- 14.2 In the event that the Broker deals with or through its any other agent deals with any instructions given by the Client, the Broker shall at its absolute discretion be entitled to offer and solicit, accept and retain any profits or benefits in connection with any such transactions effected with any person for the Client including any commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their clients.
- 14.3 The Broker is entitled to, at its sole discretion, and is hereby authorised by the Client to debit the Account(s) for any amounts due to the Broker under this Agreement.
- 14.4 **Commission/rebates/soft dollars:** The Client shall pay to the Broker commissions set by the Broker from time to time and reimburse the Broker on a full indemnity basis for any other charges arising from the execution of orders for the Account(s), including (but not limited to) statutory fees, stamp duties and taxes, exchange fees, levies and delivery charges. The Broker may, at its option, withdraw money from the Account(s) to pay any amounts due to the Broker. The Broker shall, at its absolute discretion, be entitled to solicit, accept and retain from any broker or other person any benefit in connection with any transaction effected with any person for the Client, including (1) any commission, rebates or similar payments and (2) any goods or services (ie. soft dollars), but the Broker shall in connection with such benefits comply with the Commission's rules as to the need for demonstrable benefit to the Broker 's clients, transaction, execution standards, brokerage rates and disclosure to the Broker 's clients. The Broker shall also, in its absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for the Client, including any commissions, rebates or similar payments and any goods or services. The Broker will ensure that it shall exercise its rights under this paragraph in accordance with applicable laws and regulations.

## 15. CONTRACT SPECIFICATIONS

Prior to the signing of this Agreement, the Broker, should upon request from the Client, provided to the Client with Contract Specifications of the Exchange Contracts including those Futures/Options Contracts which the Broker has obtained the HKFE approval to trade normally or transacted by the Broker on behalf of its clients. The Client has been advised by the Broker that the Client shall be fully aware of the details of Contract Specifications of the relevant Exchange Contracts before placing orders for any such Contracts. The Broker shall advise the Client on changes made to Contract Specifications from time to time. The Brokers shall provide to the Client upon request product specifications and any prospectus or other offering documents covering such products.

## 16. TRANSACTIONS CONDUCTED IN FOREIGN CURRENCIES

In the event that the Client directs the Broker to enter into any Futures/Options Contracts on an exchange or other market on which such transactions are effected in a foreign currency:

- 16A the degree and form of protection for the Client with respect of such transactions may be substantially different from the degree and form of protection provided by the Rules;
- 16.1 any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client;
- 16.2 all initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as the Broker may, in its sole discretion, require; and
- 16.3 when such a Contract is liquidated the Broker shall debit or credit the Account(s) in the currency in which such account is denominated at a rate of exchange (where the relevant contract is denominated in a currency other than that of the account) determined by the Broker in its sole discretion on the basis of the then prevailing money market rates of exchange between such currencies.

## 17. NO INTEREST ON CLIENT' S MARGIN FUNDS

In respect of Futures/Options Business, the Broker does not pay interest to the Client in respect of funds deposited to meet Margin Requirements and the Client' s funds in excess of Margin Requirements and the Client agrees that the Broker shall be entitled to all interest derived therefrom, all claims and entitlement of which are hereby expressly waived by the Client.

## 18. GENERAL LIEN

The Broker shall have a lien on all of the Client's interest in any Futures/Options Contracts or monies or other property which are now or hereafter held or carried by or for the Broker and/or any other UOB Kay Hian Group Company in any Account(s) (either individually or jointly with others) or which may be in the possession of the Broker and/or any other UOB Kay Hian Group Company at any time and for any purpose, including safe-keeping, or the proceeds of sales thereof (if sold) as security for payment of any debit and/or liability of the Client to the Broker or any other UOB Kay Hian Group Company.

## 19. SET-OFF AND COMBINATION OF ACCOUNT

19.1 Without prejudice and in addition to other rights and remedies (including without limitation to other rights of set-off) which the Broker may have, the Client hereby irrevocably authorises the Broker and/or any other UOB Kay Hian Group Company (for itself or for its or their respective agents) may at any time or from time to time in its or their absolute discretion without notice to the Client:

19.1.1 to combine or consolidate all or any Account(s) of whatsoever nature and any account guaranteed by the Client with and liabilities to the Broker or any other UOB Kay Hian Group Company; and/or

19.1.2 to set-off or transfer any moneys, Futures/Options Contracts, Securities, and other property in any of the Account(s) with the Broker and/or any other UOB Kay Hian Group Company and to sell any or all such Futures/Options Contracts, securities, and other property and to appropriate or apply such moneys, or the net proceeds of such sale and/or credit balance to which the Client is entitled from time to time (whether on any accounts or otherwise and including all deposits, unmatured or otherwise, and whether subject to notice or not and in whatsoever currency) to satisfy any or all of the indebtedness, liabilities or obligations of the Client of whatsoever nature (whether actual or contingent, primary or collateral, secured or unsecured, and joint or several) to the Broker and/or any other UOB Kay Hian Group Company on any accounts. The Broker may use any credit balance of any accounts to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by the Broker at the spot rate of exchange (as conclusively determined by the Broker) prevailing in such foreign exchange market as the Broker shall determine to be relevant on the date of such purchase.

19.2 Without limiting or affecting the provisions of this Agreement, the Broker is hereby specifically authorised to transfer any sum or sums among the different accounts that the Client has opened and maintained with the Broker or any other UOB Kay Hian Group Company.

19.3

19.3.1 The right of set-off in clause 19 of this Agreement is a continuing right and is to be in addition and without prejudice to any rights the Broker may be entitled to under this Agreement and the applicable laws and regulations.

19.3.2 [Deleted]

19.3.3 In respect of any payments to set-off any liabilities or obligations of the Client to any other UOB Kay Hian Group Company, the Broker enters into this clause 19 for itself and as agent for the other UOB Kay Hian Group Companies, and the terms of this paragraph shall apply to, and be conferred on the other UOB Kay Hian Group Companies, all of which shall be entitled to enforce and enjoy the benefit of this paragraph to the fullest extent permitted by the applicable law and regulations.

## 20. INTEREST ON DEBIT BALANCE

The Client hereby authorises the Broker to charge and agrees to pay interest upon debit balance (as well as after as before any judgement) in the Account(s) with the Broker and any part of the Initial Margin, Maintenance Margin or additional margin not paid or deposited in the form of cash at a rate as Broker may at its sole discretion establish from time to time and the Client waives notice of all changes in such rates. Such interest shall be calculated on daily balances and compounded monthly.

## 20A. NEGATIVE INTEREST ON CREDIT BALANCES

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.

## 21. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Client declares, represents, warrants and undertakes with the Broker that:

- 21.1 All information contained in the Client' s Account Opening Documents is true, complete and correct at the date of this Agreement. The Client hereby agrees that until the Client gives such notification to the Broker, the Broker shall be entitled to rely on the information contained in the Client' s Account Opening Documents;
- 21.1.1 The contents of this Agreement and the Applicable Risk Disclosure Statement have been fully explained to the Client in a language it understands and the Client agrees to the terms and conditions set out in this Agreement;
- 21.1.2 No provisions of this Agreement shall operate to remove, exclude or restrict any of the Client' s right or obligation under the laws of Hong Kong.
- 21.1A The signing, delivery or performance of this Agreement or any instructions given hereunder will not contravene or breach any existing applicable law, statute, ordinance, rule or regulation or judgement or exceed the extent to which the Client or any of its assets is bound;
- 21.1B The Client understands the nature and suitability and the risks involved in the various types of transactions according to these terms and conditions and has sufficient experience to assess the suitability of such transactions;
- 21.1C The Client will enter into each Futures/Options Contract solely in reliance on its own judgment as to the future currency and market trends or the benefits or risks of such transactions but not in reliance on any advice, information or views provided by the Broker;
- 21.2 Client is trading on its own account and that no one other than the Client has any interest in the Account(s) or any other account with the Broker;
- 21.3 If the Client is not trading on its own behalf, the person or persons named as the Ultimate Beneficiary as disclosed in the Client' s Account Opening Documents are the true and Ultimate Beneficiary or Ultimate Beneficiaries on whose behalf the Client is trading;
- 21.4 The Client has the authority and power and legal capacity to enter into and perform the obligations under this Agreement (and if the Client is a company, it is properly empowered and has obtained necessary corporate and other authority pursuant to its constitutional and organisational documents) and this Agreement constitutes a valid and legally binding agreement on the Client;
- 21.5 All necessary consents or authorisation which may be required for the execution of this Agreement have been obtained and are in full force and effect;
- 21.6 (in the case the Account is a Joint Account with right of survivorship) In the event of death of any of the Joint Account Holders, the estate of the deceased Joint Account Holder or the surviving Joint Account Holder(s) shall immediately notify the Broker in writing of the relevant death and shall produce and deliver to the Broker true copies of such proofs of death, tax waivers and such other documents as the Broker may in its sole discretion require;
- 21.7 Save as disclosed in writing by the Client to the Broker, the Account is not a Omnibus Account (as such is defined by the Rules);
- 21.8 (in the case of a corporate client only) It is duly incorporated and validly existing under the laws of its place of incorporation and has full power to execute and perform its obligations under this Agreement and has commercial reasons to open the Account(s); and
- 21.9 (in the case of a corporate client only) The meeting of the board of directors of the Client (certified extract minutes of which have been supplied to the Broker) resolving, among others, to authorise the entering into and performance and discharge of this Agreement was duly convened and held on or prior to the date of this Agreement and such resolutions were duly passed at the meeting in accordance with the constitutional documents of the Client and are in full force and effect.
- 21.10 [Deleted]
- 21.11 Unless otherwise explicitly stated in the Client Information Statement, the Client (or if the Client is a partnership, none of its partners, or if the Client is a company, none of its directors, shareholders) or its authorised person is not an employee or officer of the HKFE, HKCC, board of trade, clearing house, bank or trust company, or an affiliate of any licensed person or registered person under the SFO (or their equivalent in any other jurisdiction). If the Client is such an employee or officer, the Client has received written approval from his employer to open the Account(s) and the Client will provide a copy of the written approval to the Broker. If the Client is or becomes an employee or officer of the HKFE, HKCC or any stock exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed person or registered person under the SFO (or their equivalent in any other jurisdiction), the Client will promptly advise the Broker in writing and complete all documents required by the Broker in order that the Client may be accepted as a client of the Broker;
- 21.12 The Client is and shall remain responsible for reporting requirements under applicable laws and regulations in respect of any transactions effected by the Client, including but not limited to the responsibility for ensuring that any necessary individual or corporate reporting and disclosure requirements and shareholding restrictions are strictly complied with and providing the Broker from time to time, if required, with information and documentation to enable the Broker to discharge its obligations related thereto.
- 21.13 The Client is aware of the tax implications and the reporting, registration and/or disclosure obligations (if any) that may arise in respect of any Account, transaction, and service under applicable laws and regulations and further represents,

warrants and undertakes that the Client shall be solely responsible for satisfying and complying with all such taxation, reporting, registration and/or disclosure obligations and providing the Broker from time to time, if required, with information and documentation to enable the Broker to discharge its obligations related thereto.

The above representations and warranties shall be deemed as repeatedly made before such instruction given by the Client or executed.

## 22. MATERIAL CHANGE IN INFORMATION

The parties covenant with each other to notify the other in writing within 30 days in the event of any material change to the information supplied in the Client Information Statement and in the Agreement. The Broker undertakes to inform the Client of any material change to the information provided in this Agreement or to its business which may affect the services provided by the Broker to the Client.

## 23. FINANCIAL CHECK

The Client hereby authorises the Broker to conduct a credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client and to pass any information about the Client or the Account(s) and transactions of the Client among any UOB Kay Hian Group Company. The Client also consents to the Broker contacting any person, firm or company (including but not limited to the Client's bankers or brokers or any credit agency) for the purpose of verifying the information contained in the Client Information Statement or supplied pursuant to such statement.

## 24. DISCLOSURE OF CLIENT INFORMATION

24.1 Subject to the provisions of this Agreement, the Broker will keep the information relating to the Account(s) confidential. The Client acknowledges that in respect of transactions related to Futures/Options Contracts that may be subject to the rules of the relevant markets and exchanges, the Rules, the Regulations and the Procedure contain provisions requiring the Broker upon the request of the HKFE or the Commission, to disclose the name, identity of the Ultimate Beneficiary and such other information concerning the Client as the Broker may require in order for the Broker to comply with the requirements.

24.1.1 Without limiting the disclosure to anything provided in clause 24.1 of this Agreement, the Client hereby irrevocably authorises the Broker and any other UOB Kay Hian Group Company, without further notice and consent from the Client, to disclose to any person (including but not limited to the Commission and its authorised investigator) information, reports, records or documents pertaining to the Account(s) together with such other information as may be required or the Broker may deem appropriate and to produce computerised authorities including but not limited to the Commission for the purpose of assisting them with any investigation or enquiry they are undertaking or by a court of competent jurisdiction or if the disclosure is in the public interest or in the Broker's or the Client's interest or is made with the Client's express or implied consent.

24.1.2 The Client hereby agrees that the Broker shall not in any way be liable to the Client for any consequences arising out of such disclosure.

24.2 The Client further agrees that the Broker may, whether during the continuance or after the termination of this Agreement, without notice to the Client, disclose any information relating to the Client and the Account(s) to any other UOB Kay Hian Group Company, or to any assignee of any of the rights or obligations of the Broker under this Agreement.

24.3 Without prejudice to clause 24.2 of this Agreement, 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 transactions as principal with any clients of the Client, the Client agrees that, in relation to a transaction where you have received any enquiry from any exchange, regulatory authority or government body of Hong Kong (the "relevant regulators"), the following provisions shall apply:

24.3.1 Subject to as provided below, the Client shall, immediately upon request by the Broker (which request shall include the relevant contract details of the relevant regulators, inform the relevant regulator 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.

24.3.2 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.

24.3.3 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 in its discretion to invest on behalf of the scheme, account or trust has been overridden. In the case 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.

24.3.4 If the Client is 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 practicable, inform the Broker when its discretion to invest on behalf of the beneficiary(ies) of such scheme, account or trust has been overridden. In case 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.

24.3.5 If the Client is aware that its client is acting as intermediary for its 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:

- (i) the Client has legally binding arrangements in place with its client which entitle the Client to obtain the information set out in clause 24.3 of this Agreement from its client immediately upon request or procure that it be so obtained; and
- (ii) the Client will, upon request from the Broker in relation to a transaction, promptly request the information set out in clause 24.3 of this Agreement 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 so provided.

## 25. NOT LIABLE FOR ERRORS AND OMISSIONS

The Client agrees that the Broker will not be responsible for errors or omission relating to all aspects of Futures/Options Contracts Business except for willful default or gross negligence on the part of the Broker.

## 26. REPORT OF EXECUTION OF ORDERS

26.1 Each transaction in Futures/Options Contracts shall be conclusive and be deemed to be accepted by the Client in all respects unless:

- (a) in the case of any confirmation by telephone, notice of any alleged error is brought to the attention of the Broker in the same telephone conversation; or
- (b) where written notice of dispute of its execution is received by the Broker at the Broker's address stated herein (or such other address communicated in writing by the Broker) within seven (7) Business Days of the execution of the disputed order.

26.2 Subject to the provisions in clause 26.1 of this Agreement, every transaction in Futures/Options Business indicated or referred to in any written notice, statement of one or more of the Account(s), confirmation in writing, or any other written communication to the Client shall be deemed to be correct and accurate in all respects unless written notice of any alleged error is received by the Broker at the Broker's address stated therein (or such other address as may subsequently communicated in writing by the Broker) within two (2) Business Days from the date on which the Client is deemed to have received the same under the provisions of clause 32 hereof.

## 27. VARIATIONS, WAIVERS AND AMENDMENTS

27.1 Whenever any law shall be enacted or amended, or any rules and regulations shall be made under any law which shall be applicable to effect in any manner or be inconsistent with any of the provisions hereof, the provisions of this Agreement so affected shall be deemed modified or superseded, as the case may be by such act, statute, rule or regulation and all other provisions of this Agreement and the provisions so modified shall in all respect continue and be in full force and effect.

27.2 Nothing in this Agreement shall be waived, altered, modified or amended unless in writing and signed by one of the authorised officers of the Broker. All rights and powers hereunder shall remain in full force and effect notwithstanding any neglect or delay in the enforcement thereof and of any indulgence or forbearance given or continued to be given to the Client. A single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege.

27.3 **Prior arrangements superseded:** These terms and conditions which may be amended or supplemented by the Broker at any time upon notice to the Client, revokes and supersedes all previous mandates and agreements and, where inconsistent, the terms of any agreement relating to the Account(s) (but will not affect any instructions given or dated before such revocation) and, subject to contrary arrangements in writing between the Broker and the Client, any account subsequently opened will be operated on the terms of this Agreement.

## 28. TERMINATION

The Broker or the Client may close and terminate any Account or terminate this Agreement by giving two (2) Business Days' notice in writing to the other. Any such notice shall be without prejudice to the accrued rights of the parties, and any obligations

of the parties contained in any provision hereof shall remain in full force and effect and shall be enforceable notwithstanding such termination. Notwithstanding the foregoing, the Client has no right to terminate any Account nor this Agreement if the Client has sums owing to the Broker and/or any of its associated company, any open position or any other outstanding liabilities or obligations to the Broker and/or any of its associated company. Upon termination of any Account or this Agreement, all monies owed by the Client shall become immediately due, including without limitation any interest which may accrue and payable to the Broker under this Agreement.

## **28A AMENDMENT**

These terms and conditions may be amended or supplemented by the Broker upon notice to the Client. Any amendment of the terms and conditions in this Agreement which affects the nature of services to be provided to or made available to the Client, or the remuneration to be paid by the Client to the Broker shall be effective from the date specified in such notice

## **29. ASSIGNMENT/WAIVER/AMALGAMATION**

These terms and conditions shall ensure to the benefit of and be binding upon the Broker and its successors and assigns and the executors, administrators, successors and assigns of the Client, except that the Client shall not assign or transfer any of its rights or obligations under this Agreement without the Broker's prior written consent. No delay on the part of the Broker in exercising any rights hereunder shall operate as a waiver thereof. None of the Broker's rights hereunder shall be affected by any change in the Broker's Memorandum and Articles of Association, by any amalgamation by the Broker with any person or by the death or incapacity of the Client.

## **30. SEVERABILITY**

Each of the provisions of this Agreement is severable and distinct from the other and, if one or more of such provisions is or become illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

## **31. CLIENT' S ACCOUNT CONSISTS OF INDIVIDUALS OR A FIRM**

31.1 Where the Client consists of more than one individual:

31.1.1 the Client hereby declares that the Account is a joint account with right of survivorship and in the event of death of any of the Joint Account Holders, the entire interest in the Account shall be vested in the survivor or survivors on the same terms and conditions as theretofore held. However, the liability of the estate of the deceased Joint Account Holder shall cease only with regard to transactions made subsequent to the receipt by the Broker of written notice of the relevant death. The Broker may, in its absolute discretion, liquidate any such Account pursuant to the provisions of clause 13 of this Agreement, as the case may be;

31.1.2 the liabilities and obligations of each of such individuals shall be joint and several and references to the Client shall be construed, as the context requires, to any or each of them;

31.1.3 the Broker shall have authority to act on the instructions of any one of such individuals with respect to any Futures/Options Contracts Business or in the Accounts and may deliver moneys or other property relating to the Accounts and demands, notices, confirmations statements of accounts and communications of any kind to any one of them, without notice to any one or more of the other of them; and

31.1.4 each of such individuals shall be bound even though any other Client or any other person intended to be bound is not, for whatever reason, so bound.

31.2 Where the Client is a partnership consisting of two or more individuals:

31.2.1 the liabilities and obligations of the Client hereunder shall be joint and several of such individuals;

31.2.2 the dissolution of the partnership for whatever reason shall not affect the liabilities of the partners until the Broker has received written notice from the partners or any of them to such effect but no notice shall affect the liabilities of the partners for any transaction made with the Broker prior to the Broker receiving such notice;

31.2.3 in the case of death or incapacity of a partner, the liability of the estate of the deceased or incapacitated partner to the Broker shall cease only with regard to transactions made with the Broker subsequent to the receipt by the Broker of written notice of the relevant death or incapacity, and the rights of the Broker hereunder shall not be affected in any other way by any such death or incapacity; and

31.2.4 upon any partner ceasing to be a member of the partnership by death or otherwise, the Broker may in the absence of written notice to the contrary from any of the partners or the legal representative(s) or trustee(s) of the partners treat the surviving or continuing partner(s) or other partner(s) for the time being as having full power to carry on the business of the partnership and to deal with its assets as freely as if there had been no change in the partnership.

## **32. COMMUNICATION TO CLIENT**



- 32.1 All notices and communications to the Client will be effectively given by the Broker by mailing the same by ordinary post addressed to the Client at its registered office or any of the Client's business or mailing addresses as they appear from time to time in the Broker's records or by delivering the same (addressed to the Client) at any such address or by telex, fax, electronic mail or telephone to any number notified to the Broker from time to time for the purpose and shall be deemed given on the first day after mailing postage prepaid (or the fifth day after mailing postage prepaid if sent to the Client outside Hong Kong) (in the case of post), when delivered (in the case of personal delivery), when recorded by the Broker's machine as sent (in the case of telex, fax or electronic mail) or when communicated (in the case of telephone) and no such notice or communication need be signed on the Broker's behalf.
- 32.2 All notices or communications to the Broker given by the Client shall be sent at its own risk and shall not be effective until actually received by the Broker.
- 32.3 The Client expressly agrees that the Broker may communicate with or give notice to the Client via electronic media, operation or facilities.
- 32.4 The Client agrees to check regularly its electronic mailbox, mailbox, facsimile machine or other sources or facilities through which it receive notices or communications from the Broker. The Broker shall not be liable for any loss arising from the Client's failure or delay to check such sources or facilities.

### **33. EXTRAORDINARY EVENTS**

The Broker shall not be liable for any loss incurred by the Client with respect to the Account(s) or trading in Futures/Options Contracts due to government restriction, suspension of trading, wars, strikes or any other event beyond the control of the Broker.

### **34. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

- 34.1 This Agreement and all rights, obligations and liabilities shall be governed by and construed in accordance with the laws of Hong Kong.
- 34.2 The Client hereby submits to the non-exclusive jurisdiction of the court of Hong Kong in relation to all matters arising from this Agreement and irrevocably agrees that the Hong Kong address specified in the Client Information Statement (as appropriate) or any other substitute address in Hong Kong notified by the Client to the Broker shall be an effective address for service on the Client of proceedings in the Hong Kong courts.

### **35. ARBITRATION**

At the sole option of the Broker and in its absolute discretion, any dispute, controversy or claim arising out of or relating to this Agreement, the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause. The appointing authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre. There shall be only one arbitrator. Any such arbitration shall be administered by Hong Kong International Arbitration Centre in accordance with Hong Kong International Arbitration Centre Procedures for Arbitration in force at the date of this Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceeding shall be English.

**Schedule 1**  
**Risk Disclosure Statement for Futures and Options**

The following statements are provided according to the Code of Conduct for Persons Licensed by or Registered with the SFC.

**Risk of trading futures and options**

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

**Risk of client assets received or held outside Hong Kong**

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

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

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

**Additional risk disclosure for futures and options trading**

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

**Futures**

**1. Effect of 'Leverage' or 'Gearing'**

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

**2. Risk-reducing orders or strategies**

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

**Options**

**3. Variable degrees of risk**

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

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

Selling ( 'writing' or 'granting' ) options generally entail considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the options and the seller will be obligated to either settle the options in cash or to acquire or deliver the underlying interest. If the option is on futures, the seller will acquire a position in futures with associated liabilities for margin (see the section on Futures above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or futures or another options, the risk may be reduced. If the options are not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the options are exercised or expired, the purchaser is responsible for any unpaid premium outstanding at that time.

#### **Additional Risks Common to Futures and Options**

##### **4. Terms and conditions of contracts**

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

##### **5. Suspension or restriction of trading and pricing relationships**

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract month because of price limits or 'circuit breakers' ) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the options may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the options are not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

##### **6. Deposited cash and property**

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

##### **7. Commission and other charges**

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

##### **8. Transactions in other jurisdictions**

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

##### **9. Currency risks**

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

##### **10. Trading facilities**

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the HKFE, the Clearing House and/or Exchange Participants. Such limits may vary: you should ask the firm with which you deal for details in this respect.

## 11. Electronic trading

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

## 12. Off-exchange transactions

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

### Risks Associated with the Hong Kong securities and derivatives markets during severe weather conditions ( "Severe Weather Trading" )

1. Severe Weather Trading ( "SWT" ) refers to the maintenance of normal operations of the Hong Kong securities and derivatives markets during severe weather conditions (where a typhoon signal No. 8 or above or a black rainstorm warning is issued by the Hong Kong Observatory, or an "extreme conditions" announcement is made by the HKSAR Government). Under SWT, "business day" is defined as any day other than a public holiday, a Saturday, and include the SWT day which is defined as the day which will be operated under the SWT arrangement.
2. Under SWT, Hong Kong' s securities and listed derivatives markets, including Northbound and Southbound Trading under Stock Connect, derivatives holiday trading, and after-hours trading, will continue as normal during severe weather conditions. As a result, Broker' s margin call policy and forced liquidation are also applicable on a SWT day. The Client is advised to deposit sufficient cash / collateral in advance to avoid the margin call and forced liquidation under such conditions.
3. In addition, the Client is also reminded to arrange funding in advance for trading on a SWT day to meet the Client' s trading needs, clearing, settlement or margin obligations (if applicable) in a timely manner because only limited services with certain restriction will be provided during a SWT day which is different from other business days. The Client is advised to understand the services provided during SWT in Broker' s website for details.

**Schedule 2**  
**HKFE DISCLAIMER**

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

**DISCLAIMER IN RELATION TO TRADING OF STOCK INDEX FUTURES CONTRACTS**

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

#### **DISCLAIMER IN RELATION TO TRADING OF STOCK INDEX OPTION CONTRACTS**

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

### Schedule 3

#### Internet Trading Terms and Conditions

Important: These terms and conditions (the "Terms and Conditions") are in addition to, and must be read in conjunction with, all terms and conditions stated in the account opening form for the opening of all of the Client's futures trading accounts with UOB Kay Hian Futures (Hong Kong) Limited ( "UOBKH" ), and all other terms and conditions as UOBKH may prescribe from time to time.

In case of discrepancy between client agreement and these Terms and Conditions, the later will prevail.

#### 1 Internet Trading System

- 1.1 The Client agrees that for the purpose of trading in futures / options through the Internet, the Client shall access and use the system provided by UOBKH and/or any other relevant party, at the website designated by UOBKH (hereinafter known as "UOBKH Internet Trading Service"). The Client shall be issued with a unique user identification code ("User ID") and unique password ("Password") by UOBKH or such other form of approved user identification ("ID") as to provide the Client access to, and use of, the UOB Kay Hian Internet Trading Service for the purpose of trading in futures / options for the Client's account. The Client shall be the sole authorised and exclusive person using the User ID, ID and/or Password (as the case may be) and shall be fully responsible for the use, protection and confidentiality of the User ID, ID and/or Password as well as all transactions executed through the User ID, ID and/or Password. If the Client (or any person) attempts to access the UOBKH Internet Trading Service using an incorrect User ID, ID and/or Password (whether once or within such number of attempts as UOBKH may decide from time to time) UOBKH shall be entitled (but shall not be obliged) to refuse access to and use of the UOBKH Internet Trading Service and take such steps as UOBKH may deem appropriate (including but not limited to the termination of all access to the UOBKH using that User ID, ID and/or Password (as the case may be)). The Client shall on becoming aware of any unauthorised access of the UOBKH Internet Trading Service or loss or theft of the User ID, ID and/or Password forthwith notify UOBKH and provide such particulars as UOBKH may reasonably require and, until actual receipt of such information and particulars by UOBKH(HK)L, all losses arising from any unauthorised access of the UOBKH Internet Trading Service or theft of the User ID, ID and/or Passwords shall be borne solely by the Client. The Client shall safekeep and preserve the secrecy of his User ID, ID and/or Password and, failing which, shall indemnify UOBKH from and against any loss, cost (including legal costs on a full indemnity basis), expense and damage that UOBKH may suffer as a consequence of any unauthorised access and use of the UOBKH Internet Trading Service via his User ID, ID and/or Password. For the avoidance of doubt, UOBKH shall not be liable for any loss, cost, expense or damage arising from any unauthorised access of the UOBKH Internet Trading Service or theft of the User ID, ID and/or Password.
- 1.2 Any use of the UOBKH Internet Trading Service by the Client shall be in accordance with and subject to these Terms and Conditions. UOBKH hereby reserves the right to amend, vary and/or modify, from time to time and at its sole and absolute discretion, the provisions of these Terms and Conditions and to modify, add to, suspend or terminate the operation of the UOBKH Internet Trading Service (in whole or in part) or the services (in whole or in part) for the time being provided in, through or together with the UOBKH Internet Trading Service at any time for any reason whatsoever and in any manner as it may deem fit without giving any prior notice thereof to the Client and without being liable for any loss, cost, expense or damage whatsoever resulting there from.
- 1.3 UOBKH further reserves the right to suspend, modify or terminate the Client's access to and use of the UOBKH Internet Trading Service (in whole or in part) and/or impose such conditions or directions in relation thereto from time to time and at its sole and absolute discretion as it may deem fit without giving any reasons or prior notice to the Client and without being liable in any way for any loss or damage whatsoever resulting there from. The Client accepts that its access to and use of the UOBKH Internet Trading Service will not necessarily be free from faults, errors, delays or defects in its design, engineering and/or operation. For the avoidance of doubt, the trading in futures / options through the UOBKH Internet Trading Service shall be subject to:-
- (a) such conditions, requirements, trading limits or other restrictions as may be imposed by UOBKH from time to time and whether or not prior notification thereof has been given to the Client;
  - (b) rules and regulations of the Hong Kong Futures Exchange Limited and other relevant futures exchange in Hong Kong or elsewhere for the time being in force and as may be modified and amended from time to time; and
  - (c) codes and guidelines issued by Securities and Futures Commission of Hong Kong ( "HKSF" ) or any other relevant legislations or elsewhere for the time being in force and as may be modified or amended from time to time.
- 1.4 The Client shall use the UOBKH Internet Trading Service strictly in accordance with these Terms and Conditions. The Client shall not, and shall not in any way permit, enable, suffer or cause any person or entity, to:-
- (a) gain unauthorised access to or use of the UOBKH Internet Trading Service;
  - (b) make any modifications, adjustments or alterations to any information or services available on the UOBKH Internet Trading Service;
  - (c) tamper, restrict or otherwise interfere in any way whatsoever with any part, function or operation of the UOBKH Internet Trading Service;
  - (d) use the User ID, ID and/or Password or any equipment/software in a manner which is inconsistent with these Terms and Conditions or detrimental to the functioning or operation of the UOBKH Internet Trading Service;
  - (e) access, use, store, modify or redistribute in any manner inconsistent with these Terms and Conditions the information, materials or data obtained from the UOBKH Internet Trading Service whether through any other system equipment or software linked to the Client or otherwise; or
  - (f) cause any failure, interruption, error, defect in, misuse of, impairment or corruption of any part of the UOBKH Internet Trading Service or any information or services provided therein.

- 1.5 The Client shall be liable for and shall fully indemnify UOBKH from and against any and all actions, charges, losses, damages, demands, liability, claims, costs (including legal costs on a full indemnity basis), expenses and/or consequences howsoever arising in respect of or in connection with any breach of the Client's obligations under clause 1.4 above.
- 1.6 If in the sole opinion of UOBKH, any failure, interruption, error, defect in, misuse of, impairment or corruption of the UOBKH Internet Trading Service is or has been or is likely to be caused by any equipment or software of the Client, UOBKH may:-
- (a) check and inspect the Client's equipment and software; and
- (b) require the Client to disconnect, cease the use of, upgrade and/or modify the same at the Client's own cost.
- 1.7 The Client recognizes that the use of the UOBKH Internet Trading Service may involve the electronic transmission of information that may be considered personal financial information, including but not limited to the identity, the number of shares traded and the net price for such shares. The Client hereby consents to the transmission by electronic means of such information through the UOBKH Internet Trading Service; such consent shall be effective at all times that the Client accesses and/or uses the UOBKH Internet Trading Service.
- 1.8 While UOBKH has taken professional care and attention in the provision of the UOBKH Internet Trading Service, UOBKH(HK)L does not warrant nor guarantee expressly or otherwise that the UOBKH(HK)L Internet Trading Service provided thereunder are suitable or fit for any particular financial, investment or other purpose or is of merchantable quality in relation to such purpose(s).

## 2 Risks

- 2.1 The Client acknowledges and understands that the UOBKH Internet Trading Service is a communication tool made available by UOBKH to the Client at the Client's request to facilitate the communication between the Client and UOBKH via the Internet. The Client also acknowledges that there are security, confidentiality and other risks in the use of the UOBKH Internet Trading Service and the Internet which may be beyond the reasonable control of UOBKH and that, by electing to use and communicate through the UOBKH Internet Trading Service and the Internet, the Client accepts that all communications between the Client and UOBKH are made at the sole risk of the Client.
- 2.2 The Client agrees and accepts that prices of futures / options quoted on the UOBKH Internet Trading Service may change at any time and from time to time depending on the actual market conditions and accordingly, the Client's orders in respect of dealings in futures / options may not be executed or matched at the same prices as the prices then quoted on the UOBKH Internet Trading Service at the time of the issuance of any such orders.
- 2.3 The Client acknowledges and accepts that the execution or matching of his orders in respect of dealings in futures / options is dependent on the prevailing market conditions and that UOBKH accordingly does not and cannot represent nor warrant that any such orders transmitted through the UOBKH Internet Trading Service will be executed or matched on an immediate or timely basis.
- 2.4 UOBKH may from time to time provide Internet hyperlinks in the UOBKH Internet Trading Service to Internet web pages or services provided by third parties. UOBKH may also from time to time permit third parties to make available their services to the Client through the UOBKH Internet Trading Service. The Client hereby acknowledges that such web pages or services provided by third parties are beyond the control of UOBKH and that UOBKH neither endorses nor recommends to the Client any such web pages or services and accordingly, the Client agrees that any access or use of such websites or services by the Client shall be wholly at the Client's own risk.

## 3 Instructions, Verifications, Acknowledgements and Notifications

- 3.1 The Client hereby authorises UOBKH to rely and act on, and treat as fully authorised by and binding upon the Client, all orders, instructions and communications received by UOBKH through the UOBKH Internet Trading Service by UOBKH under or using the Client's User ID, ID and/or Password (hereinafter referred to as "Instructions").
- 3.2 All Instructions shall be deemed to have been given or made at the time and in the format received by UOBKH, and may be carried out by UOBKH without further verification with the Client. UOBKH shall be entitled (regardless of the circumstances prevailing at the relevant time and without further enquiry by UOBKH as to the genuineness of Instructions and/or the authority or identity of the person giving the same) to regard all such Instructions as valid instructions given by the Client notwithstanding that it may have been given by a third party with or without the Client's consent and/or authority. If any Instruction received by UOBKH is, or is regarded by UOBKH in good faith to be, ambiguous, contradictory or conflicting, UOBKH may either disregard such Instruction (in whole or in part) or carry out or execute such Instruction (in whole or in part) in accordance to UOBKH's interpretation of such Instruction in good faith without further reference or consultation with the Client.
- 3.3 UOBKH shall be under no obligation whatsoever to effect any Instructions and shall be entitled to refuse to carry out the same without giving any reasons for such refusal and without incurring any liability whatsoever. Further, UOBKH shall not be responsible for any Instruction not being executed through the UOBKH Internet Trading Service for any reasons whatsoever.
- 3.4 Subject to the provisions of this clause 3, all transactions executed or done by UOBKH in accordance with any Instruction shall be binding on the Client.
- 3.5 UOBKH hereby reserves the right to deactivate or revoke the Client's access to and use of the UOBKH Internet Trading Service if it suspects that the Instructions issued using the Client's User ID, ID and/or Password are or have not been duly authorised by the Client. In such event, UOBKH may require the Client to re-apply for a new User ID, ID and/or Password.
- 3.6 Any acknowledgement or notification issued or published by UOBKH via the UOBKH Internet Trading Service shall be deemed to have been received by the Client when the same was issued or published by UOBKH and the Client shall be bound thereby notwithstanding that such acknowledgement or notification may not have actually been received by the Client for any reasons whatsoever.



#### **4 Countermand of Client's Instructions**

- 4.1 Subject to clause 4.2 below, all Instructions transmitted to UOBKH through the UOBKH Internet Trading Service shall be irrevocable irrespective of any typographical or keystroke errors made when such Instructions are placed, any corruption or distortion of Instructions which may occur when the Instructions are transmitted through the UOBKH(HK)L Internet Trading Service and UOBKH shall be entitled to act on such Instructions (in whole or in part) in accordance with these Terms and Conditions notwithstanding UOBKH's receipt of any request by the Client to cancel or amend such Instructions. For the avoidance of doubt, UOBKH shall not be taken to have received or to have notice of any request for cancellation or amendment of Instructions from the Client until UOBKH communicates its receipt of the same to the Client.
- 4.2 Upon receipt by UOBKH of any request to cancel or amend any Instruction, UOBKH may, but shall not be obliged to, cancel or amend any Instruction after the Instruction has been transmitted to UOBKH. UOBKH shall use all reasonable efforts to act on the Client's request for the cancellation or amendment prior to UOBKH's execution of such Instructions, but UOBKH shall have no liability whatsoever if such cancellation or amendment is not effected. In the event that UOBKH cancels or amends, or attempts to cancel or amend, any Instructions at the Client's request, the Client shall be liable to pay any and all costs and expenses that may be incurred by UOBKH. For the avoidance of doubt, the Client shall be bound by the execution for him by UOBKH of any Instruction (whether in whole or in part) if and to the extent that such Instruction (or any part thereof) was not cancelled or amended by UOBKH for the Client pursuant to the Client's request.

#### **5 Commission, Fees and Right of Debit**

- 5.1 The Client agrees that UOBKH may, and is hereby authorised to, effect any payment to or from the Client's account pursuant to or in connection with any Instruction.
- 5.2 The Client shall pay UOBKH such subscription fees and other costs, charges, expenses and interest for the use of the UOBKH Internet Trading Service at such rate as may be determined by UOBKH from time to time and notified to the Client. UOBKH further reserves the right to recover from the Client any additional, special or out-of-pocket expenses incurred on the Client's behalf pursuant to any Instructions.
- 5.3 All other agreements between the Client and UOBKH for the payment of fees, costs, charges, expenses and interest shall continue to be in force and shall be in addition to and shall not be affected by these Terms and Conditions for the payment of fees, costs, charges, expenses and interest in connection with the UOBKH Internet Trading Service.
- 5.4 All fees, costs, charges, expenses and interest payable to UOBKH pursuant to these Terms and Conditions shall be made in the currency specified by UOBKH in each case.
- 5.5 At all times, the Client must ensure that he has sufficient funds to fulfil any and all payment obligations when due. Similarly, the Client at all times must ensure that he has sufficient shares in this futures account for delivery when due.

#### **6 Limits**

- 6.1 UOBKH hereby reserves the right at any time to set, vary or cancel the limits for any transaction type, facility, service and product that may be carried out or provided through the UOBKH Internet Trading Service, whether in monetary or numerical terms or otherwise, and to vary their frequencies and availability period.
- 6.2 UOBKH may limit, cancel or suspend the UOBKH Internet Trading Service in whole or in part at any time without giving any reason or prior notice and without incurring any liability and may add to, withdraw or change the types of transactions that may be available or carried out through the UOBKH Internet Trading Service.

#### **7 New Services, Hardware and Software**

- 7.1 UOBKH may introduce new service(s) and/or new product(s) through the UOBKH Internet Trading Service at any time. By utilising such new service(s) and/or product(s) as and when such new service(s) and/or product(s) become available, the Client agrees to be bound by the terms and conditions as UOBKH may prescribe governing each such new service and/or product.
- 7.2 If new or different versions of the web browser or other software necessary for the operation of the UOBKH Internet Trading Service are available, UOBKH reserves the right not to support any prior version of the web browser or other software. If the Client fails to upgrade the web browser, obtain a supported web browser or to use a supported version of any other software as required by the UOBKH, UOBKH may reject Instructions sent by that Client.
- 7.3 UOBKH reserves the right to change the type or versions or specifications of any hardware or equipment that the Client may be required to use for the UOBKH Internet Trading Service, and in the event the Client fails to obtain the necessary hardware or equipment to use the UOBKH Internet Trading Service, UOBKH may reject Instructions sent by that Client.

#### **8 Termination**

- 8.1 Without prejudice to clause 1 above, this agreement with the Client under the Terms and Conditions may be terminated by UOBKH in its sole and absolute discretion without giving any reason at any time and without giving prior notice to the Client and without incurring any liability whatsoever. Without prejudice to the generality of the foregoing, UOBKH shall be entitled (but shall not be obliged) to terminate these Terms and Conditions based on any grounds or reasons which will justify the termination or closing of any of the Client's accounts with UOBKH. For the avoidance of doubt, the Client may only terminate these Terms and Conditions upon giving fourteen (14) days' prior notice in writing to UOBKH.

#### **9 Disclosure of Information**

- 9.1 The Client agrees that UOBKH may without incurring any liability whatsoever, divulge or reveal to third parties any information whatsoever regarding the Client or any of the Client's account(s) maintained with UOBKH for such purposes as UOBKH may deem fit, including:

(a) in order to link any of the Client's accounts maintained with UOBKH;

- (b) where UOBKH has entered into an agreement with another party, whether in Hong Kong or otherwise, to provide any service (including services available via UOBKH Internet Trading Service). In this case, UOBKH will provide that party with information about the Client's accounts, transactions, transfers or bill payments, and the Client's communications with UOBKH in order to carry out Instructions;
- (c) where it is necessary for completing transactions, transfers or bill payments or otherwise carrying out Instructions;
- (d) in order to market or promote any services or products of UOBKH;
- (e) in order to verify the existence and conditions of an account for a third party, a payee, or any holder of a check issued by the Client or on the Client's behalf through UOBKH Internet Trading Service; or
- (f) in order to comply with laws, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.

9.2 For the avoidance of doubt, the Client agrees that UOBKH shall not be liable for any loss or damage that the Client may incur as a result of the negligence, act or omission of any third party referred to in the clause 9.1 above.

## 10 Notification By Client

10.1 The Client shall promptly notify UOBKH and in any event within forty-eight (48) hours:-

- (a) of any failure to receive an appropriate response that an Instruction initiated by the Client through the UOBKH Internet Trading Service has been received and/or executed;
- (b) of any receipt of a confirmation of an Instruction that the Client did not place or an inaccurate or conflicting report, account statement or information relating to the Client's account;
- (c) of any discrepancy between any information or report produced or made available to the Client by the UOBKH Internet Trading Service on any medium (including but not limited to electronic means), or in the Client's portfolio, or an information source, and any other such report or confirmation of a trade or order;
- (d) if there is a discrepancy in the account balance, futures and options positions or order status reported to the Client through the UOBKH Internet Trading Service;
- (e) (without prejudice to clause 1.1) if there is any other type of discrepancy or suspicious or unexplained occurrence relating to the Client's UOBKH Internet Trading Service account.

## 11 Investment Information and Intellectual Property

11.1 UOBKH shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through the UOBKH Internet Trading Service.

11.2 UOBKH shall further not be responsible in the event that the Client is unable to access or use any information, data or other services available on the UOBKH Internet Trading Service, or if the same is in any manner delayed, suspended, terminated, corrupted or faulty in any way whatsoever.

11.3 The Client shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any of the information, data or other services provided by UOBKH via the UOBKH Internet Trading Service in any manner without the prior written consent of UOBKH, or use the same for any unlawful or unauthorised purposes. The Client hereby agrees to comply with any request by UOBKH to protect its copyrights, other intellectual property rights or moral rights, whether statutory or otherwise howsoever arising in the information, data or other services provided by UOBKH.

11.4 The trade and service marks of UOBKH displayed on the UOBKH web site are the sole and exclusive property of UOBKH and/or other relevant third parties. No right or licence is given for any reproduction or use of any such trade and service marks.

## 12 No Reliance on Information

12.1 The information provided on the UOBKH Internet Trading Service does not constitute professional advice from UOBKH nor should it be relied upon as such in relation to any investment decision, trading activities or orders placed by the Client who shall, at all times, rely on his own assessment and judgment in respect of any investment decision or proposed transaction. UOBKH makes no warranty or representation, expressed or implied, as to the information on the UOBKH Internet Trading Service, or as to its content, accuracy, completeness, timeliness or otherwise. The availability of information on the UOBKH Internet Trading Service should not be taken in any way as an inducement to trade or a solicitation for orders.

12.2 The Client understands that each participating futures exchange or association asserts a proprietary interest in all of the market data (including without limitation real-time quotes) which it furnishes to the parties that disseminate such data. The Client also understands that neither any participating futures exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of such market data or any other market information, or messages disseminated by any party. For the avoidance of doubt, UOBKH shall not be liable in any way for, and the Client agrees to indemnify and hold harmless UOBKH from and against, any and all claims, demands, actions, losses, damages, liability, or costs, charges, counsel fees, and expenses of any nature ("Losses") arising from or occasioned by or in relation to (a) any inaccuracy, error, or delay in, or omission of, (i) any such data, information, or message or (ii) the transmission or delivery of any such data, information, or message, or (b) any Losses arising from or occasioned by or in relation to (i) any such inaccuracy, error, delay, or omission, (ii) the non-performance of, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" event (i.e. events beyond the reasonable control of any

disseminating party including but not limited to floods, extraordinary weather conditions, earthquakes, or other acts of God, fire, war, acts of terrorism, insurrections, riots, labor disputes, accidents, actions of government, communications, power failures, the malfunction of any equipment or software) or any other cause beyond the reasonable control of any disseminating party. The Client understands and agrees that the Terms and Conditions may be enforced directly against the Client by the futures exchanges and associations providing market data to the Client.

### 13 Exclusion of Liability

13.1 Without prejudice to the generality of the other clauses in the Terms and Conditions and in addition to the same, UOBKH shall not be liable to the Client or to any third party for any actions, losses, damages, demands, liability, claims, costs, charges or other expenses whatsoever and howsoever caused or arising from the following (including but not limited to any act, default or omission of UOBKH, its agents or independent contractors): -

- (a) the reliance or use of the information or trading and other services provided through the UOBKH Internet Trading Service;
- (b) any interruption, interference, delay, suspension, malfunction, breakdown, operator error, bugs, virus or loss of use of any of the services provided through the UOBKH Internet Trading Service;
- (c) any failure of any computer hardware, application software or other software utilised in relation to the provision of the services on the UOBKH Internet Trading Service;
- (d) any cause over which UOBKH does not have any reasonable control including but not limited to any governmental restrictions, exchange rulings, suspension of trading, war, acts of terrorism, strikes, industrial actions, civil commotions, the failure of any electronic or mechanical equipment, telephone or other communication systems lines or devices, public utility systems, unauthorised access or theft (including but not limited to theft of passwords, codes and/or log-in sequences);
- (e) any direct, indirect, consequential or incidental loss or damage of whatsoever nature and howsoever arising from or in connection with any delay, failure, neglect or omission to carry out or execute any orders or instructions given by the Client through the UOBKH Internet Trading Service; or
- (f) any inaccuracy, error, delay in or omission of any information or transmission or delivery of information.
- (g) any delay, failure, error, omission which may ensue from the maintenance of the UOBKH(HK)L Internet Trading Service from time to time; or
- (h) the failure of any electronic protective measures, including filters and anti-virus software, whether for the protection of the integrity of the UOBKH(HK)L Internet Trading Service or the filtering out of inappropriate Instructions for execution or howsoever otherwise.

13.2 Both the Client and UOBKH agree that no action, regardless of form, arising out of or in connection with the UOBKH Internet Trading Service or these Terms and Conditions, may be brought by the Client against UOBKH more than one (1) year after the cause of action has accrued.

### 14 Indemnity

14.1 The Client shall indemnify UOBKH for all and any actions, losses, damages, demands, liability, claims, costs, charges or other expenses which UOBKH may howsoever be subjected to in relation to the UOBKH's functions with respect to the UOBKH Internet Trading Service and including but not limited to in connection with or arising from:

- (a) any unauthorised Instructions or other instructions and data of the Client that might be transmitted through the UOBKH Internet Trading Service or any Instructions or such other instructions and data being inaccurate, garbled or incomplete;
- (b) the recovery of or attempt to recover by UOBKH from the Client of any monies due to UOBKH or the enforcement by UOBKH of these Terms and Conditions;
- (c) any change in any law, regulation or official directive which may have a material adverse effect on these Terms and Conditions or UOBKH; and
- (d) any breach by the Client of any of the Client's representations, warranties and obligations pursuant to these Terms and Conditions.

### 15 Communications

15.1 All notices, alerts and other communications to the Client may be sent by post, hand delivery, telex, cable or facsimile transmission, mobile phone, pager, electronic mail or such other manner as UOBKH may in its sole and absolute discretion deem fit, to the Client's last known address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address in UOBKH's records.

15.2 The Client hereby undertakes to inform UOBKH immediately in writing of any change in the Client's address, telex or cable or facsimile number, mobile phone or pager number or electronic mail address.

15.3 All notices, alerts and other communications sent by UOBKH shall be conclusively deemed to have been received by the Client on the day following such posting if sent by post, notwithstanding that the same may be returned unclaimed; on the day of delivery if delivered by hand; and at the time and day of dispatch by UOBKH if sent by telex, cable, telefax or electronic mail, despite any evidence or fact to the contrary and shall be deemed to be effective service for the purpose for which such notice, communication and/or other instrument was sent. A written statement by an officer of UOBKH confirming the posting or

dispatch of any such notice, alert or other communication from UOBKH shall be binding and conclusive evidence of this fact against the Client.

15.4 Subject as otherwise provided for by the Terms and Conditions, no communication from the Client to UOBKH may be effected by electronic mail or any other electronic media without the prior written consent of UOBKH. In any event, such electronic communication shall be deemed not to have been received by UOBKH until it is actually received by a person designated by UOBKH to receive such communication and unless such communication is in a format readily decipherable by UOBKH's computer systems.

16 **Invalidity of Any Provisions**

If any of the provisions of the Terms and Conditions or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be in any way affected.

17 **Law and Jurisdiction**

Trading on the Client's Account, together with any terms and conditions imposed on the Client (whether during the opening of the account or in these Terms and Conditions) are subject to and shall be governed by and interpreted in accordance with the codes, and guidelines of HKSFCA as amended from time to time and the laws of Hong Kong Special Administrative Region of the People's Republic of China ( "Hong Kong" ). The Client hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and the Client further waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum, save that UOBKH will be at liberty to proceed with any legal action against the Client in any court in any other jurisdiction.

18 **Service of Process**

The Client agrees that in any legal action taken by UOBKH against him, service of any Writ of Summons or other originating process or any other court document (the "Court Documents") may be effected on the Client by leaving the same at the address given by the Client when opening his account or at the last known address of the Client after the opening of his account. Where such address is a postal box number or other mail address, then the service of the Court Documents may be effected by posting the same to such address and the Client hereby irrevocably confirms that service of such Court Documents in the manner stated above shall be deemed good and sufficient service on the Client, and the Client further agrees to waive all rights to demand personal service in respect of such Court Documents.

19. **Survival**

For the avoidance of doubt, the Client's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination and in respect of clauses 13 and 14 shall survive the termination of these Terms and Conditions or the deactivation or revocation of the UOBKH Internet Trading Service.

## 客戶協議- 條款

致： 大華繼顯期貨(香港)有限公司  
香港告士打道 39 號  
夏愨大廈 6 樓

鑑於：

- A 大華繼顯期貨(香港)有限公司，證監會中央編號為 AHY424。它是香港期貨交易所有限公司的交易所參與者，亦是按證券及期貨條例(第五七一章)獲發牌進行第 2 類受規管活動(期貨交易)的發牌團體，並已於證券及期貨事務監察委員會(「證監會」)註冊。
- B 客戶已要求，而且大華繼顯期貨(香港)有限公司亦已同意，按照下文開列的條款及受限於下文開列的條件，以客戶的名義或代表客戶開立一個或超過一個帳戶，並擔任客戶買賣(包括沽空)或以其他方式交易或處理期貨/期權的代理。
- C 此協議應連同依附於後的申請表、附表和附註一起閱讀。

現在藉此協議如下：

### 1. 註釋

- 1.1 用於此協議的標題只作為方便參考之用，不會以任何方式影響此協議的闡釋和詮釋。
- 1.2 在此協議內，使用單數時，它亦包括複數，而且反之亦然。引進某一個性別的字詞也包括任何性別。提及人時也包括個人、商號、獨資經營企業、合夥商號及法團。
- 1.3 儘管一個或超過一個帳戶會偶然地、暫時地或間歇地結束、重開或重新編號，但此協議仍然留存及繼續生效。

### 2. 定義

在這協議，除非該標的事宜或該文意與其不一致，否則下列的術語有下列的意思：

“帳戶” 意指客戶在經紀開立和維持的一個或多個期貨/期權交易帳戶(等) (包括個人帳戶、獨資經營企業帳戶、聯名帳戶、合夥商號帳戶及公司帳戶)，以便以保證金或其他方式買賣(包括沽空)或以其他方式交易或處理期貨/期權。

“帳戶開立文件” 意指：

- (a) 本協議(經不時修訂及/或補充)；
- (b) 客戶資料聲明(以及當中指明的由客戶提供的所有文件)；
- (c) 風險披露聲明(載於附表 1)；
- (d) 免責聲明(現有版本載於附表 2)；
- (e) 交易授權書；
- (f) 互聯網交易條款及細則(現有版本載於附表 3)；
- (g) 個人資料收集聲明(載於客戶資料聲明)；及
- (h) 客戶按經紀要求可能不時提供或訂立的所有其他文件。

“核准債務證券” 意指香港政府就美國政府發行的外匯基金、國庫票據或債券(除美國國庫可贖回信託本金及離拆單售債券本息票外)發行的外匯基金票據或債券，以及期交所可能不時核准，作為保證金的保證金的有關其他債務證券或工具

“核准證券” 意指根據稱為“盈富基金”的單位信託計劃發行的單位，以及期交所可能不時核准，作為保證金的保證金的有關其他證券

“授權代表” 意指：

- (a) 在個人帳戶或獨資經營企業帳戶而言，該客戶和/或在交易授權書中如是指定的任何人士；或
  - (b) 在合夥商號帳戶而言，合夥人和任何在交易授權書中如是指定的任何人士；或
  - (c) 在公司帳戶而言，在交易授權書中如是指定的任何人士；或
- 在所有的上述情形，客戶不時以書面通知經紀的獲委任作為替代者或者附加者的任何其他人士，此等委任由經紀實際收到書面通知的日期起生效。

“董事會” 意指期交所不時的董事會或(當文意需要時)在一個恰當地召開和有足夠法定人數的董事會議中，大多數出席和投票的董事們，或任何恰當地委任的董事會的委員會。

“經紀” 意指大華繼顯期貨(香港)有限公司。

“營業日” 意指經紀營業的一日。

“認購期權” 意指給予持有人權利以協議的價格在協議的日期或之前購買其相關資產的選擇權。以現金差價結算的合約，其持有人會收到相等於相關資產價格大於行使價的款額(如有的話)的現金付款。

“現金交收”	意指當期貨或期權的條款及條件不容許實物交收相關資產時，在期貨到期或在期權到期或行使期權時支付的差額。
“行政總裁”	意指被期交所董事會不時委任的行政總裁，或(當文意需要時)一名期交所指定的職員。
“結算所”	意指由期交所委任或成立並由期交所操作，為成員提供與交易所合約有關的結算服務的期交所、香港期貨結算或其他團體，及為該交易所提供類似服務的任何其他交易所或任何結算所。
“結算所規則”	意指結算所不時實行的結算所規則和適用的程序。
“客戶”	意指其名字(等)、描述(等)和地址(等)開列於此協議的客戶資料聲明的一方(等)，而(a)如屬個人帳戶，則該名個人和他/他們各自的遺囑執行人(等)和遺產管理人(等)；(b)如屬聯名帳戶，則共同及個別地行事的人士，以及他/他們各自的遺囑執行人(等)和遺產管理人(等)；(c)如屬獨資經營者帳戶，如客戶是一家獨資經營商號，則該商號、該商號(以及以該商號的名義進行業務)的獨資經營者和他的遺囑執行人(等)和遺產管理人(等)及他或他們的業務繼任人，而(d)如屬合夥商號帳戶，則該商號及當帳戶開立/維持時該商號的合夥人，以及他們各自的遺囑執行人和遺產管理人，和任何今後成為或曾經成為該商號合夥人的其他人士或人等，以及其各自的遺囑執行人(等)和遺產管理人(等)和該合夥業務的繼任人(等)，而(e)如屬公司帳戶，則該公司和它的受讓人。
“客戶協議”或“協議”	意指由經紀和客戶之間達成，與經紀向客戶提供期貨/期權業務的服務有關的此協議。
“準則”	意指由證監會發出的證券及期貨事務監察委員會持牌人或註冊人操守準則(經不時修訂)。
“證監會”	意指證券及期貨事務監察委員會。
“商品”	意指任何物品，包括但不限於農業商品、金屬、貨幣、息率、指數(不論股票市場與否)或其他的財務合約、能源、權利或者權限。在需要時，包括任何和上述物品有關的期貨/期權合約，不論在每個情況下該物品可否被交收與否。
“合約規格”	意指董事會不時依照有關規例而指定的任何交易所合約的條款及條件。
“公司帳戶”	意指由其名字載於下文簽署頁的公司在本協議下開立及維持的帳戶。
“貨幣合約”	意指以一種或超過一種貨幣作為相關商品的交易所合約。
“貨幣合約類型”	意指有著相同合約規格的所有貨幣合約。
“實益結餘”	意指客戶的分類帳項在任何時候的結餘，加上任何浮動利潤或減去任何浮動虧蝕，及將任何收入記入帳戶的貸項及將任何收費自帳戶扣除而作調整之後所得之數額。如果應向客戶支付結餘，則實益結餘是正數。如果結餘應由客戶支付結餘，則實益結餘是負數。
“交易所合約”	意指為證監會和期交所批准於市場交易，並可能會構成一份期貨/期權合約的商品合約。
“到期日”	意指期權在該日之後便失效的日期。購買期權者應該小心地檢查在該日他必須通知他的經紀行使或者沽出期權的時間。
“交易所參與者”	有著期交所的規則、規例和程序內所定義的相同意思。
“浮動利潤”	意指以期貨/期權或貴重金屬持倉(視情況而定)的叫價來計算的未變現利潤。
“浮動虧蝕”	意指以期貨/期權或貴重金屬持倉(視情況而定)的叫價來計算的未變現虧蝕。
“期貨/期權業務”	意指買賣期貨合約及/或期權合約的業務。
“期貨/期權合約”	意指一個在市場達成的一份期貨合約及/或期權合約，視情況而定。
“期貨合約”或“期貨”	意指根據相關交易所或其他市場指定的條款和受限於相關交易所或其他市場指定的條件買賣相關資產，並以實物交收或現金交收的一份合約。
“香港銀行同業拆息期貨規則”	意指買賣一個月及三個月香港銀行同業拆息期貨合約的規則(經不時修訂或修改)。
“香港期貨結算”	香港期貨結算有限公司。
“期交所”	意指香港期貨交易所有限公司。
“香港”	意指中華人民共和國香港特別行政區。
“身份資料”	意指(就任何人士而言)該名人士的真實及完整的身份，包括該名人士的別名、地址、職業及聯絡資料。
“開倉保證金”	意指客戶須為每一份期貨/期權合約存放在經紀的最少款額。
“息率現金調整”	意指就任何貨幣合約而言，結算所依據規例 012-013 決定所作的現金調整，代表兩種與合約有關的貨幣之間的息率差額。

“投資者賠償基金”	意指依照證券及期貨條例成立的投資者賠償基金。
“聯名帳戶”	意指由其名字載於下文簽署頁的人士共同及個別地在本協議下開立及維持的帳戶。
“最後交易日”	意指某一個交收月份停止交易的日子。所有在該日交易完結時已抵銷的期貨 / 期權合約，必須其後以交付相關資產來交收，或者就現金交收期貨 / 期權合約而言，交付現金。
“維持保證金”	意指存放了開倉保證金之後，客戶必須為每一份期貨 / 期權合約所維持的最少款額。
“按市價計值”	意指在一天結束時基於收市價格所作的每日帳戶評估，以反映未平倉的期貨 / 期權合約或貴重金屬合約的潛在利潤和虧蝕。
“市場”	意指期交所依照規則中第 201 規則不時成立及操作的其中之一個市場。
“保證金要求”	在任何時間意指客戶須就所有該客戶當時未平倉的期貨 / 期權交易以現金存放作為開倉保證金的總款額，不論此等持有否任何未變現利潤或未變現虧蝕。
“成員”	有著根據期交所規則中的第 101 規則所歸於它的意思。
“官方交收價格”	相關交易所的相關資產報價，及用於決定行使期權時的相關資產價值的價格。
“抵銷”	意指抵銷和結束一個期貨或期權的一項交易。
“期權合約”或“期權”	意指根據相關交易所或其他市場指定的條款和受限於相關交易所或其他市場指定的條件，給予承授人某些權利和給予授人製造責任，而可用實物交付、現金交收或在期貨期權的情況下交付期貨的一份認沽期權或是認購期權的合約。
“合夥人帳戶”	意指由下文簽署頁所述的合夥商號（及以合夥商號的名稱共同和個別行事經營業務的全部合夥人）在本協議下開立及維持的帳戶。
“個人帳戶”	意指由本協議下下文簽署頁所述的個人在本協議下開立及維持的帳戶。
“大華繼顯集團公司”	意指經紀、大華繼顯私人有限公司、大華繼顯(香港)有限公司、大華繼顯財務有限公司、大華繼顯亞洲有限公司、大華繼顯海外有限公司，以及經紀的其他聯營公司。
“溢價”	一份合約的報價高於另一個合約月份報價或高於現金市價的款額。
“程序”	意指期交所不時就交易所合約的交易所訂明而不論以任何名字稱謂的常規、程序和行政要求。
“認沽期權”	意指給予持有人權利以協議的價格在協議的日期或之前沽售其相關資產的選擇權。以現金差價結算的合約，其持有人會收到相等於行使價大於相關資產價格的款額(如有的話)的現金付款。
“規例”	意指董事會訂訂及不時實行以規管市場活動的規例，或(當文意需要時適用於某一個市場的規例)。
“規則”	意指期交所的規則、規例及程序之統稱(經不時修訂或修改)。
“證券”	包括但不限於任何上市公司或任何政府或任何當地政府機關的或由其所發行的股份、股票、債券、債務證券、基金債券或票據。而且亦包括任何上文所述者的或有關的權利、選擇權或權益(不論是否以單位來描述)及任何上文所述者的權益或參與證明書，或者任何上文所述者的暫時或臨時證明書、收據、認購權證或認購證。
“獨立銀行帳戶”	意指(就關於在期交所設立及運營的市場買賣交易所合約或由此產生的交易而言)不時修正或再制定的證券及期貨(客戶款項)規則(第 571I 章)第 2 條所提及的銀行帳戶，而(就其他交易而言)以經紀的名義在認可機構或海外銀行或金融機構保存(而其名稱顯示“客戶”、“獨立”、“非公司”字眼，或其他有關的類似字眼或字句)的帳戶。
“獨立債務證券帳戶”	意指(就關於在期交所設立及運營的市場買賣交易所合約或由此產生的交易而言)(如屬外匯基金票據或債券)在香港金融管理局註冊的認可交易商或(如屬其他核准債券證券)結算所不時批准的任何銀行、存管機構或機構保存的債務證券帳戶，而(就其他交易而言)以經紀的名義在上述實體或海外證券經紀、銀行、存管機構或金融機構保存(而其名稱顯示“客戶”、“獨立”、“非公司”字眼，或其他有關的類似字眼或字句)的債務證券帳戶。
“獨立證券帳戶”	意指(就關於在期交所設立及運營的市場買賣交易所合約或由此產生的交易而言)在香港中央結算有限公司經營的中央結算及交收系統的認可參與者或香港期貨結算不時批准的任何其他存管機構、機構或結算所保存的證券帳戶，而(就其他交易而言)以經紀的名義在上述實體或海外證券經紀、銀行、存管機構或金融機構保存(而其名稱顯示“客戶”、“獨立”、“非公司”字眼，或其他有關的類似字眼或字句)的證券帳戶。
“證券及期貨條例”	意指證券及期貨條例(第 571 章)，以及在其項下制定的任何附屬法例。
“獨資經營帳戶”	意指由下文簽署頁所述的商號(及以商號的名稱經營業務，其名字載於下文簽署頁並訂立本協議的獨資經營者)開立及維持的期貨/期權買賣帳戶。

“行使價”	意指可以行使一個期權的價格。
“附屬公司”	有著根據不時修正或再制定的公司條例(第 622 章)第 15 條所歸於它的意思。
“交易授權”	意指客戶就帳戶(等)向經紀發出的任何授權。
“相關資產”	意指制定任何期貨 / 期權合約所參考的資產。
“最終受益人”	意指 ( 就經紀根據本協議為或將為客戶執行的任何交易而言 ) (a) 客戶就該交易擔任其代理，或(b)獲取該交易的商業或經濟利益及 / 或承擔其商業或經濟風險，或(c)最終負責發出有關該交易的指示的每名人士。
“變價調整”	意指有關帳戶內的每一未平仓期貨 / 期權合約，至少每日一次基於每日結束時或期交所不時所指引的其他相隔時間的市價而計算的客戶應支付予經紀的款額。

### 3. 適用法律和規則等

- 3.1 所有交易將受制於本協議所載的條款及細則、在期交所、香港期貨結算及所有其他相關交易所或其他市場 (和他們各自的結算所，如有的話) 不時現存的或實行的章程、守則、規則、規例、系統、章程大綱及細則、慣例、行政要求、習俗、用法、判決和詮釋及任何當時適用的法律、規則或規例。所有期貨 / 期權合約及期貨 / 期權業務亦受限於經紀或其他 ( 如經紀視作合適 ) 曾參與處理有關期貨 / 期權合約及期貨 / 期權業務的人士的業務條款。
- 3.2 如果客戶擬在非由期交所操作的市場中執行期貨 / 期權業務，與此等期貨 / 期權業務有關的交易將受制於該等市場(而非期交所)的規則和規例。其結果是，有關於該等交易而言，相比於規則、規例、程序以及期交所及香港期貨結算的慣例及行政要求所能提供的保護，客戶可能有著一個顯著地不同水平和類型的保護。

### 4. 交易慣例

- 4.1 經紀同意根據客戶及/或其授權代表(如有委任的話)的口頭或書面指示或指令，擔任客戶的代理，為帳戶 ( 等 ) 以保證金方式或非保證金方式買賣(包括沽空)或者以其他方式處理或交易期貨 / 期權合約。
- 4.2 儘管此協議第 4.1 條有任何記載，經紀有權以其絕對酌情權決定接受或者拒絕為帳戶 ( 等 ) 所作的任何指示或指令及有權施加交易限制，而無需提供任何理由。尤其，經紀可隨時拒絕執行客戶及 / 或授權代表 ( 如有委任 ) 的任何指示 ( 尤其當經紀懷疑涉及任何欺詐及 / 或不合法行為時 )。客戶承認，經紀受制於香港及任何其他適用的管轄權區的打擊清洗黑錢、防止恐怖份子資金籌集、舉報可疑交易法例及規例。客戶同意提供經紀為符合關於帳戶 ( 等 ) 及 / 或向客戶提供的服務的任何有關法例及規例而要求的任何資料。無論在任何情況下，經紀毋須為源於或關乎於經紀拒絕行事或在此等指示上施加交易限制致令客戶蒙受或招致利潤或收益上之損失、損害、責任、費用或者開支而負上任何責任。
- 4.3 **指示等：**客戶承認，一旦給予指示，他可能不能取消或修改其指示。客戶同意審慎給予任何指示，並為在處理客戶的取消或修訂前獲部分或全數行使的交易負全責。經紀可在它的絕對酌情權下實踐聲稱來自客戶及/或其授權代表(如有委任的話)的指示、通知或其他通訊(不論以口頭或書面給予)。經紀無任何責任查證或者查詢給予指示、通知或通訊的人等的身份或權限。經紀不會因按或不按指示、通知或通訊行事，或因指示、通知或通訊有任何錯誤(不論是明顯錯誤或實際錯誤)而招致任何責任。
- 4.4 **客戶 / 經紀以當事人 / 代理人身份行事：**客戶於此確認及同意，經紀可以當事人身份處理客戶，或以客戶的代理人身份代表客戶行事。當經紀以當事人身份處置，客戶確認經紀會在此等交易有財務利益。除非客戶明示地給予經紀相反的通知，否則經紀可假定客戶是以當事人身份行事而非以他人的代理人身份行事。客戶陳述及保證客戶乃帳戶 ( 等 ) 的最終受益人，而 ( 除如客戶為代或為任何其他人士的利益開立及維持帳戶的受託人或代名人，或如客戶為一家其股東並非公司股本的最終受益人的公司外 ) 客戶已明確告知經紀並已獲經紀承認，而在此情況下，客戶陳述及保證客戶為帳戶 ( 等 ) 內的證券的唯一法律擁有人，並獲最終受益人正式授權行事，而客戶會作為替代立即向經紀提供一份已由客戶簽署的聲明書，述明經紀可能要求的最終受益人的身份資料。如客戶並非最終受益人，則第 4.26 至 4.30 段的條文將適用。經紀會以客戶的代理人身份行事，在此協議下達成有關於期貨 / 期權合約的全部交易，但經紀可 ( 在有關交易的成交單據或其他方式 ) 表明經紀或與經紀有關連的任何人士亦以當事人身份，在經紀為客戶達成的任何此等交易中作為對手方。
- 4.5 為了執行客戶給予的任何指示，經紀可按它的絕對酌情權決定以何等條款及條件與其他代理人立約，或處理任何其他代理人，或者透過任何其他代理人處理事宜。該等代理人包括與經紀以任何形式有關連的任何人士或一方。
- 4.6 客戶確認，在本協議下執行的所有交易須受制於規則內的各相關條文，而有關條文須被視為本協議的組成部分，而如規則及 / 或其他相關規則由期交所、結算所和任何相關的交易所或者結算公司不時制定、修正或廢止，則現有的持倉或其後的交易或會或將會受影響。
- 4.7 客戶須遵從證監會、期交所、結算所和任何相關交易所或結算公司(如適用的話)就期貨合約可進行的交易量和期貨合約可持有的倉盤量而設定的持倉限制和交易限制。除非持有或控制的倉盤或過多的倉盤已按照規則向期交所呈報及獲明示地批准，否則不可在一個營業日內持有或控制一個期貨倉盤或達成期貨合約而藉此超過上述持倉限制及/或交易限制。經紀有酌情權限制客戶透過經紀持有或收購的倉盤及 / 或交易量，而客戶同意不超出該限額。客戶同意如持有須匯報的倉盤或交易量，則即時告知經紀。如已或超出上述任何限額或帳戶內沒有足夠已結清的資金應付保證金需求或其他原因，則經紀可拒絕該指示及 / 或有權終止所涉及的交易的未平仓倉盤。經紀可按其絕對酌情權，在不給予任何原因下，拒絕按照其自客戶收取的任何指示行事，及 / 或有權終止所涉及的交易的未平仓倉盤。在任何情況下，經紀概不會以任何方式就客戶因經紀拒絕按照客戶指示行事，或忽略告知客戶該項拒絕 ( 或採取行動終止未平仓倉盤 ) 而蒙受或產生的任何利潤或收益損失、損害賠償、責任、成本或開支負責。
- 4.8 基於對期交所的客觀限制以及期貨 / 期權合約價格的快速變動，儘管經紀的合理努力，報價有時會有所延遲，或經紀可能不能在指定時間，或按“最佳價格”或“市價”完成所有交易。客戶同意，其在任何情況



下均接納經紀代客戶訂立的任何交易的結果，並同意在任何情況下，經紀毋須因通訊設備故障或任何經紀不能控制或預期的原因而導致延遲或未能執行指令而負責。經紀亦在任何情況下不會就源於或關於經紀未能或不能遵從客戶指令的任何條款或達成的合約數量較客戶的指令中所指定的為少而令客戶蒙受或產生的任何利潤或收益損失、損害賠償、責任、成本或開支負責。

- 4.9 客戶同意，在下達指令賣出時，所有的“沽貨”命令會被當作“賣”，而在下達指令買入時，所有的“持貨”命令會被當作“買”。
- 4.10 電話錄音：  
客戶明示地授權經紀以電話錄音或其他方法把與帳戶（等）有關的全部指示及全部其他口頭通訊（以電話或其他方式）（統稱“口頭通訊”）錄音。客戶明示地同意如就口頭通訊在任何時間出現爭議，則該等口頭通訊的電話錄音或該等其他記錄，或其經貴司高級職員核證為真確的謄本，在經紀和客戶之間，乃該等口頭通訊的內容和性質的最終及不可推翻的證據（除非相反的證明被確立），並可在此等爭議中作為證據之用。經紀可拒絕依從口頭通訊行事而無需向客戶解釋該項拒絕的原因。經紀可押後依從任何口頭通訊行事，並要求提供與口頭通訊有關而經紀認為恰當的進一步資料。
- 4.11 在不損害第 4.7 條的一般性下，客戶確認並且同意，就已執行了的任何或所有期貨/期權交易而言，若依照期交所或者行政總裁的意見，客戶正在累積持倉，對任何某個市場或多於一個市場有害或可能有損，或可能對任何市場或多於一個市場之公平及有秩序操作有不利影響（視情況而定）的話，規則是容許期交所或者行政總裁採取步驟以限制持倉或要求代表客戶把合約平倉，而經紀亦受此等規則所約束。如經紀或客戶所持有的一定數量的未平倉持倉淨額或未平倉持倉總額（視情況而定）相等於或多於期交所設定的每個合約類型的指定數目，則經紀須於開倉或累積持倉後的有關市場之下一個營業日之前，把適當的大額未平倉合約報告書向行政總裁呈交，或按董事會不時規定的形式和頻率，把大額未平倉合約向任何指定的職員呈報。
- 4.12 時間乃是經紀和客戶之間所達成的任何期貨/期權合約的要素。
- 4.13 除此協議第 4.13A 條另有規定，客戶明確確認及同意經紀概無就其代客戶訂立的任何期貨/期權合約對客戶的價值、利弊或合適性給予任何陳述或保證（或作出有關陳述或保證的暗示），而客戶將獨立地（及在不倚賴經紀下）就訂立及終止各期貨/期權合約作出其自身的判斷及決定。客戶進一步確認及同意，客戶將繼續為關於帳戶的所有交易決定負全部責任，而經紀僅負責根據客戶的指示為帳戶執行、結算及履行交易。經紀並非客戶的投資顧問，而經紀概不對執行帳戶交易相關的何介紹行、經紀行或任何第三方的任何行為、行動、陳述或聲明承擔任何責任或義務。經紀、其僱員或代理提供（不論是否被要求提供）的任何意見或資料並不構成訂立交易的要約，而經紀對有關意見或資料並無任何性質的責任。
- 4.13A 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”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。
- 4.13B 第 4.13A 條將不適用於以下情況：如客戶為(i)「機構專業投資者」或(ii)符合「證券及期貨事務監察委員會持牌人或註冊人操守準則」內第 15.3A 及 15.3B 段的規定及同意根據相關規則被視為專業投資者的「法團專業投資者」。在上述情況客戶應作出獨立判斷及決定有關商品交易之事宜，而不應依賴經紀或任何大華繼顯集團公司。
- 4.14 客戶同意客戶須負責帳戶（等）內的所有損失、債務和不足之數，包括因帳戶（等）結束而直接地或間接地產生的所有的債務和不足之數。
- 4.15 在不損害藉此授予經紀的其他權限下，客戶藉此不可撤銷地授權經紀指示任何其最終控股公司目前同樣是經紀的最終控股公司（“有聯繫公司”）的公司，（及就此授權通知任何有聯繫公司）隨時代表客戶從客戶在有聯繫公司所維持的任何帳戶，轉移任何一筆為數是在該帳戶不時出現之借項結餘的資金往在經紀開立的任何帳戶（等）。
- 4.16 如果一項指示是經由電子媒體/操作操作，則下列的條文將適用：
- (a) 客戶乃帳戶（等）下電子服務的唯一授權使用者。
  - (b) 客戶不得嘗試干預、修改、反編譯程式、作反向工程或以任何方式改變電子服務的任何部份，亦不得嘗試未經授權進入電子服務的任何部份。
  - (c) 與電子或網上裝置有關連的風險，包括因傳輸故障或失敗，或通訊的交通阻塞或任何其他公司不能控制或預期的因素造成的延遲或未能傳輸、接收或執行指示有可能會出現，可能包括客戶的指示在校訂或者取消指示有效地發出或生效之前已被執行、延遲執行指示及/或所作的報價與給予指示時的現行價格會有出入。客戶須自行承擔全部風險。
  - (d) 全部由公司或者任何其他第三者所提供在網上引述的數據和資料，只作參考之用。公司不會對該等數據和資料不準確或客戶依賴該等數據和資料而蒙受的任何損失及損害負責。
- 4.17 如果客戶開立了一個綜合帳戶的話，該帳戶會用作為及代其客戶進行交易。客戶必須是一名境內註冊/持牌經紀/銀行、其客戶在境內被招攬及其註冊牌照（如適用的話）在帳戶生效和運作的所有時候仍為有效。
- 4.18 為保障帳戶（等）的安全及客戶的利益，客戶須就登入及操作帳戶（等）設立密碼及個人識別號碼。客戶及（視乎情況而定）它的董事、高級職員、僱員或代理人會把操作和使用帳戶的通行碼，包括密碼或其他編碼保密。客戶須就帳戶經使用該通行碼發出的所有指示及/或交易負全責。如客戶發現密碼及/或個人識別號碼遺失、被盜或遭非法使用，則客戶須即時以書面告知經紀。
- 4.19 **結束帳戶：**在不損害經紀任何其他權利下，經紀有權在任何時間（在經紀方面毋須負上責任及無需提供任何理由下）拒絕依從任何個別指示行事（包括撤回其他指示的任何指示）及/或在不少於兩(2)個營業日的書面通知下結束帳戶、終止或以其他方式變現任何交易的未平倉倉盤、加速客戶欠經紀的所有負債的還款期，致使它們即時到期並須予支付，及終止經紀與客戶的關係。但此等在此段下的終止無損或影響任何已由經紀為及代客戶達成的任何交易，及在適用法律及規則允許的範圍內，經紀和客戶的權利和責任將不受影響。
- 4.20 **海外指令之執行：**經紀會透過與經紀有關連的任何人士或不同交易所及結算所的會員或獨立的出市經紀或莊家或其他市場當事人，以經紀依其絕對酌情權不時與有必需的不同人士作出安排，提供其他執行，致使及

控制客戶的指令在交易所及其他世界各地的市場執行，而此協議內提及由經紀所作的交易或執行，亦應按此意思闡釋。如客戶指示經紀在任何與帳戶（等）計值貨幣不同貨幣的任何交易所或其他市場達成任何期貨／期權合約，(a)因兩種貨幣之間的匯率波動造成的利潤或損失歸於客戶，風險一概由客戶承擔(b)全部保證金按金須以經紀不時要求的貨幣及金額向經紀提供(c)當期貨／期權合約賣出或變現時及任何保證金按金變現時，經紀會基於當時兩種貨幣的市場匯率，以經紀不可推翻地決定的匯率，用帳戶（等）計值的貨幣將其記入帳戶的借項或貸項。

- 4.20.A **外匯交易/貨幣兌換**：如果經紀代表客戶進行任何外匯交易或貨幣兌換，而經紀合理地證明該匯率為明顯偏離市場價格(即交易匯率偏離現行市場價格超過 3%)，乃由於技術錯誤所致，則該交易將視為明顯錯誤(「明顯錯誤」)，並且取消。經紀保留唯一且絕對的酌情權決定某一交易是否屬於明顯錯誤。
- 4.21 **指令 / 報告之傳送**：經紀不會因通訊器材失效而延遲傳送指令到執行的地方，或者延遲執行指令後傳送報告給客戶或因任何其他經紀不能合理地控制之延遲而負責。
- 4.22 **執行及併合指令**：受限於規則、適用法例及規例，經紀可妥善參考接獲指令的次序，按其絕對酌情權釐定自其客戶接獲的指令的執行優先次序，而客戶不得就經紀執行任何接獲的指令向另一名客戶提出任何優先權索償。經紀可將它自己的指令、與經紀有關連的人士的指令或其他客戶的指令與客戶的指令併合。此等併合有時對客戶有利，有時對客戶不利。但經紀會確保與經紀自己的指令併合時，不會對客戶造成不利。在一個時段內有幾次併合時，經紀盡力確保與其他客戶的指令併合時不會對客戶就其他客戶而言造成不利。
- 4.23 **交易報告 / 產品規格**：在執行指示後，經紀將在適用法例及規例下指定的時間內向客戶發出交易確認，並隨後發出概述在定期結單涵蓋的期間內，透過帳戶（等）執行的交易的定期結單。除非經紀在發出通知、結單、確認書或其他通訊予客戶的七天之內，經紀從客戶收到相反的書面通知，否則在任何通知、結單、確認書或其他通訊內所顯示或提及的每一項交易，均會被視為及當作為已經獲授權及為正確，並為客戶追認及確認。在要求下，經紀會向客戶提供按此協議客戶指示，經紀為客戶買賣的任何衍生產品的產品規格，及任何招股章程或其他發售文件。
- 4.24 **此協議之適用性**：此協議適用於今後所作的全部交易及迄今已作但尚未完成的全部交易。除得經紀簽署書面協議外，此協議的任何條文不得視為獲經紀放棄或改動。
- 4.25 **授權書**：客戶此於向經紀承諾會從事及執行(及不可撤回地授權經紀代客戶從事及執行)任何經紀要求客戶從事與施行、執行和實施任何此協議的條款和此協議賦予的權利有關的行為、契據、文件或物事，包括但不限於由客戶簽署一份不可撤回的授權書，委任經紀為其合法授權人，代客戶從事及執行經紀認為需要及合宜並與此等施行、執行和實施有關的全部此等行為、契據、文件或物事。客戶同意追認和確認經紀的全部此等行為、契據、文件或物事。
- 4.26 **信用審查和保密**：經紀於此獲授權在適用法例及規例允許的範圍內進行或促使有關於客戶的信用調查、查詢和審查。為此目的，經紀可接觸客戶的銀行(包括為了確定客戶的財務狀況和投資目的及客戶在資料陳述書(如以下所定義)提供的資料之目的)，並將關於客戶、帳戶（等）、客戶的交易和此等交易的最終受益人身份資料或其他資料交予經紀的分行、任何與經紀有關連的人士及任何交易所、市場、結算所或監管當局(包括期交所和證監會(統稱“監管機構”))以協助此等交易所、市場、結算所或監管當局作任何調查或查詢。受制於此等授權下，經紀會將與帳戶（等）有關的事宜保密。
- 4.27 [已刪除]
- 4.28 **客戶資料 / 代理**：如經紀收到規管機關的查詢或股票經紀 / 持牌人 / 中介機構就回應任何規管機關的查詢而給予的請求，而客戶已告知經紀其正擔任另一名人士的代理（或（如客戶為公司）其股東並非公司股本的最終實益擁有人），則客戶須在經紀要求時告知該等規管機關客戶的身份資料及在相關交易有最終實益權益的人士。客戶亦須告知監管機構任何第三方的身份、地址、職業及聯絡資料（如與發起交易的客戶 /
- 4.29 最終受益人有別）。客戶在此段所作的承諾在此協議終止時仍留存有效。
- 4.30 **客戶資料 / 投資經理**：就有關經紀根據此協議為客戶達成或將會達成的任何交易而言，如客戶是以任何投資計劃、全權委託帳戶或全權委託信託（或為了其他人士）的投資經理身份行事，則客戶承諾(a)通知經紀此項安排及(b)向經紀提供有關最終受益人或此等其他人士（其指示已推翻客戶的全權委託）的身份資料。如經紀收到規管機關的查詢或股票經紀 / 持牌人 / 中介機構就回應任何規管機關的查詢而給予的請求，則客戶須在經紀要求時告知該等規管機關該計劃、帳戶或信託的身份、地址及聯絡資料，以及代表該計劃、帳戶或信託指示客戶執行交易的人士的身份、地址及聯絡資料。如客戶的投資酌情權被推翻，則客戶須在經紀要求時即時告知規管機構給予關於交易的指示的人士的身份、地址、職業及聯絡資料。客戶在此段所作的承諾在此協議終止時仍留存有效。
- 4.31 **客戶資料 / 中介機構**：就有關經紀根據此協議為客戶達成或將會達成的任何交易而言，如客戶是以中介人身份行事，則客戶承諾(a)告知經紀有關安排，及(b)向經紀提供客戶的客戶及最終受益人的身份資料。如經紀並不知道獲執行交易的標的客戶的身份、地址、職業及聯絡資料，則客戶確認(a)客戶與客戶自身的客戶設有安排，賦予客戶權利在被要求時即時向客戶自身的客戶索取有關資料，或促使獲取有關資料；及(b)如經紀收到規管機關的查詢或股票經紀 / 持牌人 / 中介機構就回應任何規管機關的查詢而給予的請求，則客戶須在經紀要求時告知該等規管機關客戶的客戶的安排、身份、地址及聯絡資料，以及在該等安排下指示客戶執行交易的人士的身份、地址、職業及聯絡資料。客戶在此第 4.30 段所作的承諾在此協議終止時仍留存有效。
- 4.30A **客戶確認其並非受制於禁止其履行上文第 4.26 至 4.30 段所述的承諾的任何法律**，或如客戶受制於有關法律，則客戶或其主事人或代理（視乎情況而定）已放棄享受有關法律的利益，或已以書面同意客戶履行有關承諾。
- 4.32 **資料**：客戶承諾在任何時間要求下，向經紀提供經紀所要求的關於客戶的財務及其他資料（包括但不限於在帳戶（等）有利益的最終受益人的身份及 / 或在帳戶（等）上已達成的任何買賣合約）。客戶承諾以書面告知經紀其之前已告知經紀的情況 / 詳情 / 資料（並致使有關情況 / 詳情 / 資料不再完整、準確和無誤導成份）的任何變更。客戶和經紀協議，如在此協議內提供或與此協議有關的資料有任何重要改變，須通知另一方。經紀會就可能影響經紀向客戶提供服務的經紀業務上的重要改變通知客戶。

#### 4.33 免除責任

4.32.1 在不損害此協議內其他條款的一般性及附加於其他條款的情況下，經紀（及其聯營公司）無需向客戶或任何第三者就下列事宜所引起的訴訟、損失、損害、索求、法律責任、申索、訟費、收費或其他開支負有法律責任（包括但不限於經紀（及其聯營公司）、他們各自的僱員、代理人或獨立承判商之行為、違責或遺漏）。

- (a) 依賴或使用由經紀（及其聯營公司）提供或透過經紀（及其聯營公司）提供的資料或交易及其他服務；
- (b) 使用由經紀提供或透過經紀（及其聯營公司）提供的任何服務時，出現中止、干擾、延遲、暫停、故障、損壞、操作錯誤、程式錯誤、病毒或損失；
- (c) 與經紀提供或透過經紀（及其聯營公司）提供的服務有關的任何電腦硬件、應用軟件或其他使用的軟件失效；
- (d) 任何經紀（及其聯營公司）不能有任何合理控制的原因，包括但不限於任何政府的限制、交易規定、交易暫停、戰爭、恐怖主義行為、罷工、工業行動、暴動、任何電子或機械儀器、電話或其他通訊系統線路或工具或公用事業系統之失效、未獲授權入侵或盜竊（包括但不限於盜竊密碼、代碼及/或登入序碼）；
- (e) 任何源於或相關於任何延遲、不履行、疏忽或遺漏進行或執行客戶向經紀發出的任何指令或指示而引起的任何性質的直接、間接、相應或有連帶關係的損失或損害；或
- (f) 任何資料或資料傳送或傳達之失準、錯誤、延遲或遺漏。

4.32.2 只要經紀（及其聯營公司）及他們各自的僱員或代理已遵守所有適用的法例及規例，則客戶在任何時間都不會因延遲或未能履行義務及就期貨/期權合約的任何方面引起的任何損失、損害及成本以任何方式要經紀、及其聯營公司、其各自的僱員或代理負上法律責任。除非因為經紀的僱員嚴重疏忽或故意違責，且只局限於源於直接地和唯一地引致的直接及合理地可預見的損失和損害（如有的話），否則經紀毋須對客戶或任何其他第三者負上任何法律責任或承擔任何責任，而經紀或其聯營公司亦毋須就並非在其或他們控制範圍之內的事件直接或間接產生的任何後果承擔任何責任。

4.34 **帳戶維持費用：**在不損害經紀可根據此協議第 4.19 段結束帳戶及/或終止與客戶的關係之權利的情況下，經紀可將由經紀不時決定之金額的每月維持費記入帳戶的借項。

4.35 客戶給予的所有交易指令均為當天有效，而除非客戶已向經紀作出相反的指示，否則並未執行的交易指令將在相關交易所營業日結束時自動取消。

4.36 **第三者付款：**經紀享有絕對酌情權可拒絕在客戶的指示下由第三者（不論以任何方式）付款。經紀無責任為此給予理由。客戶於此確認，由經紀向第三者支付款額涉及該等第三者違責的風險，而經紀會用合理的判斷來選擇第三者，以收取與本授權有關的客戶的款額。然而，客戶不可撤回地同意，經紀不需就用該等合理判斷來選擇第三者收取客戶的款額或直接引致的任何性質的任何損失、或就任何人士的違責、錯誤行為或遺漏而引致的任何損失、或就任何超越經紀直接控制的情況對客戶負上任何法律責任，除非該等損失是因經紀的嚴重疏忽或經紀的僱員在一般受僱的過程中故意違責而直接地引致的。

4.37 **幣值彌償：**如果經紀在任何時間收到一筆錯誤貨幣作付款（包括抵銷在內），而經紀可以買入的正確貨幣的金額（經扣除任何相關費用後）仍少於正確貨幣的應付金額的話，作為客戶的一項分開及獨立的責任，客戶須在不時的要求下，就此短缺金額向經紀作出彌償，並向經紀支付由經紀收到付款至到支付短缺金額期間的利息，息率按照可向帳戶收取利息之息率計算。

4.38 **標題：**  
此協議任何段落的標題不會影響該段落或任何其他段落的意思。

4.39 **利益衝突：**經紀需遵守和奉行來自監管機構的所有指引、操守守則和實務指引。如客戶的利益和任何指引、操守守則和實務指引之間出現任何衝突爭議點，經紀須恰當地根據指引、操守守則和實務指引行事。

4.40 為免誤會起見，客戶就有關於第 4.32、4.35、5、13 及 19 段需支付所有積累至（並包括）終結日的費用、訟費、收費、開支及金額的責任，在這些條款和條件終結後，或帳戶（等）停止活動或被撤銷後仍留存有效。

4.41 [已刪除]

#### 5. 付款和交收

5A 客戶接納每份期貨/期權合約（以及就帳戶作出的所有其他交易）擬根據其條款 實際履行（包括交付及接收任何商品及就此付款）。客戶將採取所有必須的行動，讓經紀根據期交所、香港期貨結算及所有其他相關交易所或其他市場（及其各自的結算所（如有））的規則、規例、慣例、程序及行政規定代表客戶適當結算每份在其到期日仍然存續的未平倉期貨/期權合約。除非客戶已及時向經紀發出終止未平倉的倉盤的指示，否則經紀有權採取所有必須的行動完成結算，而客戶須為經紀向客戶提出的任何相關損失、損害及開支的索償負責。

5B 客戶因終止任何期貨/期權合約或行使任何期權合約（不論由客戶發起或經紀依據本協議執行）而須支付的任何款項（包括但不限於經紀須向期交所、香港期貨結算及所有其他相關交易所或其他市場（及其相關的結算所（如有））及/或經紀的交易商或代理支付的任何款項）在終止或行使時即時到期並須向經紀支付。

5C 要根據經紀代表客戶訂立的期貨合約行使其期權，客戶須在期權賣出方、期交所、香港期貨結算及所有其他相關交易所或其他市場（及其各自的結算所（如有））、交易商（以指定最早的截止日期為準）指定的提交行使指示的截止日期前至少兩（2）個營業日向經紀提交一份行使通知，而除非期貨合約的買方或賣方未履行的義務僅按照規則、結算所規則或所有其他相關交易所或其他市場（及其各自的結算所（如有））

的規則基於價格或價值差異以現金結算，否則須連同（如屬賣出期權）相關的商品或其所有權文件以便進行交付，或（如屬買入期權）足夠的可即時動用的資金以便接收商品。

- 5D 客戶承認部分交易所或其他市場（及其各自的結算所（如有））設立了提交行使指示的截止時間，而如並未在有關到期時間前提交指示，則期權將變得毫無價值。客戶亦承認某些交易所或其他市場（及其各自的結算所（如有））除非獲另行指示，否則將自動行使「價內」期權。因此，客戶須熟悉相關交易所或其他市場（及其各自的結算所（如有））設立的結算規則及程序。客戶承認就行使或阻止行使期貨合約（視乎情況而定）採取的行動負上全部責任；經紀毋須就期貨合約採取任何行動，包括但不限於（除客戶明確指示外）在其到期日前行使有價期權或阻止自動行使期權的任何行動。客戶進一步明白經紀已設定截止時間，而有關時間可能較期交所、香港期貨結算或其他交易所或市場（及其各自的結算所（如有））設定的時間緊迫。
- 5.1 客戶承認及知道，當獲得一份期貨/期權合約的一個持倉（不論是長倉或短倉），除非在期貨/期權合約指明交收月之前，客戶給予經紀適時的指示，抵銷客戶的未平倉期貨/期權持倉，或在期權的情況下，期權到期而沒有被行使，否則客戶可能要作出或接受所代表的相關資產的交收（視情況而定）。
- 5.2 有關於為帳戶進行的任何期貨合約交易：
- 5.2.1 在一份現金交收期貨合約的情況下，客戶須就源於客戶的抵銷指示而引致的任何赤字，及源於有關的期貨到期而引致的任何赤字負責。
- 5.2.2 在一份實物交付期貨合約的情況下，客戶須給予適時的指示，抵銷任何期貨持倉，以避免實物交付。客戶若未能給予適時的指示，抵銷客戶的未平倉期貨持倉，經紀有權（但沒有責任）抵銷客戶的有關期貨合約。
- 5.2.3 在一份實物交付期貨合約的情況下，如果客戶作為賣方擬作實物交付，客戶須向經紀提供相關資產的類型、品質和數量以應交付所需；如果客戶作為買方擬接受實物交付，客戶須向經紀提供需要為交付而支付的金錢款額。如客戶未能於經紀指定的時間內向經紀提供此等相關資產或付款，經紀有權（但沒有責任）在沒有進一步通知或要求下，抵銷有關的期貨合約。為了此條款的目的，在持有長倉的情況，客戶的指示一定要在首通知日之前至少五(5)個營業日給予經紀通知，及在持有短倉的情況，客戶的指示一定要在最後交易日之前至少五(5)個營業日給予經紀通知。另一選擇就是，用以提取交付的充份良好的金額，或必需的交付文件，一定要在上面描述的同一個時期裡交付予經紀。
- 5.2.4 在一份實物交付期貨合約的情況下，如果客戶被要求作出或接受實物交付交收，客戶須向經紀提供相關資產的類型、品質和數量，以應交付所需，或向經紀提供需要為交付而支付的金錢款額。如客戶未能於經紀指定並已通知了客戶的時間內，向經紀提供此等相關資產或金錢，經紀有權（但沒有責任）在沒有進一步通知或要求下即時：
- 5.2.4.1 以經紀獨有酌情權所決定的價格，買入需交付的相關資產，並交付該相關資產，以履行客戶的責任；或
- 5.2.4.2 接受相關資產的交付，並以經紀獨有酌情權所決定的價格，出售相關資產。
- 5.3 有關於為帳戶進行的任何期權合約交易：
- 5.3.1 在一份現金交收期權的情況下，及當行使它時，客戶作為賣方須將期權合約的行使價格和相關資產的官方交收價格（認購和認沽期權兩者皆是）之間的差額（如有的話），以現金付款予經紀。
- 5.3.2 在以實物交付期權的情況下，如果客戶作為買方擬行使一個認沽期權以作實物交付，客戶須向經紀提供相關資產的類型、品質和數量，以應交付所需；如果客戶作為買方擬行使一個認購期權以接受實物交付，客戶須向經紀提供需要為交付而支付的金錢款額。如客戶未能於經紀要求的時間內，向經紀提供此等相關資產或付款，則經紀代表客戶給予此等行使通知的任何責任即解除。為了此條款的目的，在持有長倉的情況，客戶的指示一定要在首通知日之前至少五(5)個營業日給予經紀，及在持有短倉的情況，客戶的指示一定要在最後交易日之前至少五(5)個營業日給予經紀。另一選擇就是，用以提取交付的充份良好的金額，或必需的交付文件，一定要在上面描述的同一個時期裡，交付予經紀。
- 5.3.3 在實物交付期權的情況下，如果客戶作為認購期權的賣方被委派作出實物交付，客戶須向經紀提供相關資產的類型、品質和數量，以應交付所需；或如果客戶作為認沽期權的賣方被委派接受實物交付，客戶須向經紀提供需要為交付而支付的金錢款額。如客戶未能於經紀要求並已通知了客戶的時間內向經紀提供此等相關資產或金錢，經紀有權（但沒有責任）在沒有進一步通知或要求下即時：
- 5.3.3.1 以經紀獨有酌情權所決定的價格，買入需交付的相關資產，並交付該相關資產，以履行客戶的責任；或
- 5.3.3.2 接受相關資產的交付，並以經紀獨有酌情權所決定的價格，出售相關資產。
- 5.3.4 客戶承認，某些期權短倉（包括在轉讓行使權同日設立的倉盤）可被轉讓，而行使權轉讓通知書（如適用），乃由有關結算公司在一天內隨時分派。經紀會以公平和合理的基礎分配此等通知書。經紀不會就結算公司的委派或經紀接獲此等通知書方面的任何延遲負責。客戶確定客戶會接受按這種基礎的分配。
- 5.4 **責任與彌償：**客戶須就源於任何或所有的損失而造成的赤字負責，包括但不限於抵銷交易及/或經紀按照此協議第 5.2 和 5.3 條的條文而展開的交易，及任何經紀所招致與其有關的以彌償基準為基礎的任何費用或開支（包括但不限於佣金和訴訟費）。就有關此協議第 5.2 和 5.3 條方面，就源於客戶未能向經紀提供相關資產或金錢，和經紀未能代表客戶給予期權行使通知書（如適用）或任何其他相關的事情（無論如何出現）而引致的損失、開支或損害，客戶不得向經紀索賠。

5.5 客戶同意對經紀及所有大華繼顯集團公司及它們的董事、高級職員、僱員及代理人（包括經紀已委任的交易商）（“獲彌償人士”），就任何及／或全部獲彌償人士源於或有關於任何交易、或源於經紀根據此協議條款的任何行事或遺漏、或源於客戶任何違反此協議下的任何責任而可能蒙受或招致的損失、費用、申索、責任或開支，包括因追收任何拖欠經紀的債項或帳戶（等）內未付的不足之數、執行經紀在本協議下的權利、或與結束帳戶（等）有關而致使經紀合理地招致的訟費，及向經紀所作任何交易導致的由期交所、香港期貨結算或任何交易所及／或結算所徵收的任何罰款，作出全面彌償，並令他們獲得彌償。

## 6. 交易費用

6.1 客戶須向經紀支付所有的交易費用，包括但不限於投資者賠償基金徵費、依照證券及期貨條例的徵費、及期交所就經紀在由期交所組織的市場執行期貨／期權交易方面的不時徵收的其他費用。客戶也同意及承諾支付由其他相關交易所或結算公司就該等在非由期交所組織的市場執行期貨／期權業務所徵收的其他徵費和收費。

6.2 每一份期貨／期權合約，會受制於投資者賠償基金徵費，和根據證券及期貨條例所作的徵費之收費，此等徵費概由客戶承擔。如因經紀違責致令客戶蒙受金錢損失，投資者賠償基金的責任只局限於條例中訂明的有效申索，並受限於條例中指明的金額限制。因此，就此等違責而引致的金錢損失能否從投資者賠償基金中追回全部、部份或任何補償，是沒有保證的。

6.3 **投資者賠償基金索償：**若經紀在此協議下有任何違責（如證券及期貨條例所定義），而引致客戶有金錢損失，客戶有權向證券及期貨條例所建立的投資者賠償基金申索，惟受限於投資者賠償基金不時的條款。客戶針對證券及期貨條例下所建立的投資者賠償基金所作出的任何申索，只限於該條例內所規定的程度。

## 7. 為自己利益和為其他客戶進行交易

7.1 客戶藉此明示地協議及同意，在毋須得到客戶進一步的通知或同意下：

7.1.1 經紀、任何大華繼顯集團公司、經紀或任何大華繼顯集團公司的董事、僱員或代表可為了其／他們本身，或經紀或任何大華繼顯集團公司的帳戶，交易期貨／期權合約。

7.1.2 當經紀代客戶執行買入或賣出指示時，經紀、任何大華繼顯集團公司、經紀或任何大華繼顯集團公司的董事、僱員和代表可為經紀、任何大華繼顯集團公司、經紀或任何大華繼顯集團公司的董事、僱員或代表有直接或間接權益的帳戶進行買賣；

7.1.2A 經紀將客戶的指令與經紀或任何大華繼顯集團公司的其他客戶的指令配對，及／或將客戶的指令與經紀或任何大華繼顯集團公司（或經紀或任何大華繼顯集團公司的其他客戶）的指令結合，以便執行；及

7.1.3 在此等交易是有競爭性地，在符合期交所的規則下，在期交所或透過期交所的設施執行，或者在符合其他商品、期貨或期權交易所的規則和規例下，在任何此等交易所或透過任何此等交易所的設施執行的前提下，並受限於條例的條文及任何可適用的法律的情況下，經紀可就有關於任何交易所買賣期貨和期權合約，建立與客戶指示相反的持倉，不論為了經紀本身，或為了任何大華繼顯集團公司，或經紀或任何大華繼顯集團公司的其他客戶的帳戶。

7.2 經紀、任何大華繼顯集團公司、經紀的董事或僱員或代表，或任何大華繼顯集團公司概無義務就本協議第7.1條的有關交易收取的任何利潤或利益向客戶或任何第三方交代。客戶藉此同意，不會就此向經紀、任何大華繼顯集團公司、經紀或任何大華繼顯集團公司的董事、僱員、或代表作任何申索，包括但不限於對經紀、任何大華繼顯集團公司、經紀或任何大華繼顯集團公司的董事、僱員或代表（或他們任何一位）就此所賺取的任何薪資、佣金、利潤或任何其他利益提出申索。

7.3 在此記載的條文，不會使經紀、任何大華繼顯集團公司，或經紀或任何大華繼顯集團公司的任何董事或僱員或代表負上任何責任，要向客戶披露任何因經紀以任何身份代表任何其他人士行事，或以自己身份行事，而知道的事實或事物。

## 8. 客戶款項 / 資產

8.1 所有經紀收到來自客戶或來自任何其他人士（包括結算所）為了帳戶的所有款項、經批准的債務證券和其他財產，須由經紀以受託人身份持有，並須與經紀自己的資產分隔，且須存入一個獨立銀行帳戶或獨立債務證券帳戶或獨立證券帳戶（視乎情況而定）。經紀如此持有的所有款項、經批准的債務證券和其他財產，就無償債能力或清盤而言，不是經紀的資產的組成部份。當就經紀業務或資產的全部或任何部份委任了清盤人、臨時清盤人或類似的官員時，該等款項、經批准的債務證券和其他財產須從速退回給客戶。

8.2 客戶承認，就經紀在結算所維持的任何帳戶而言，不論此等帳戶是否全部或者部分就代表該客戶交易的期貨／期權業務方面而維護，也不論客戶支付或存入的款項或經批准的債務證券或經批准的證券是否已經支付到或存入結算所，在經紀和結算所之間，經紀是以當事人的身份來處置的。因此，此等帳戶沒有銘刻任何惠及客戶的信託，或其他衡平法上的權益。支付到或存入結算所的款項或經批准的債務證券或經批准的證券，因而不受此協議第8.1條所提到的信託影響。

8.3 客戶藉此授權經紀應用以準則的附表4的第7至15段的方式持有的任何經紀收到來自客戶或來自為了客戶利益的任何其他人士（包括結算所）的任何款項或經批准的債務證券。尤其是，經紀此等款項或經批准的債務證券，或經批准的證券，於履行經紀對任何的一方的責任，只要此等責任源於與代表客戶交易的期貨／期權業務有關，或附帶於代表客戶交易的期貨／期權業務。

- 8.4 客戶授權經紀從獨立銀行帳戶、獨立債務證券帳戶或獨立證券帳戶中提取任何款項、任何核准債務證券或任何核准證券，並將客戶向經紀支付或存入的有關款項、核准債務證券或核准證券用作以下方式：
- 8.4.1 適當要求履行經紀對香港期貨結算、任何其他結算所、執行代理或任何其他方因經紀按照客戶的指示或代表客戶進行期貨合約或期權合約而產生的義務；
- 8.4.2 適當要求履行與經紀按照客戶的指示進行期貨合約或期權合約直接相關的佣金、經紀費、徵費及其他適當的開支（不論是否須向經紀支付）；
- 8.4.3 將款項轉賬至另一獨立銀行帳戶、將核准債務證券轉賬至另一獨立債務證券帳戶，或將核准證券轉賬至另一獨立證券帳戶；
- 8.4.4 向客戶支付款項、核准債務證券或核准證券（或按客戶的指示支付，但在此情況下，除非是獨立銀行帳戶、獨立債務證券帳戶或獨立證券帳戶（視乎情況而定），否則儘管客戶的指示，不可向經紀的另一帳戶支付或存入款項、核准債務證券或核准證券）；
- 8.4.5 經紀保留因持有客戶款項產生的有關利息款項。
- 8.5 尤其，客戶承認經紀可將款項、核准債務證券或核准證券用作履行經紀對任何方的義務，前提是有關義務因代表客戶進行的所有期貨/期權合約而產生。客戶同意因持有客戶款項產生的所有利息歸經紀所有，而經紀有權保留所有有關利息。

## 9. 成員資格的暫時中止或撤銷

客戶承認，若經紀作為期交所的一名交易所參與者的權利，被暫時中止或撤銷，結算所可採取所有必要的行動，把任何由經紀為客戶持有的未平倉持倉，及任何在經紀處記在帳戶（等）貨項的款項和證券，轉移往另一名期交所的交易所參與者。

## 10. 客戶的授權代表

- 10.1 (如果除了客戶本身之外，客戶委任了一個授權代表) 授權代表藉此獲客戶完全授權，就關於帳戶方面，可代表客戶給予任何指示或以其他方式處理或買賣期貨/期權合約，不論以保證金形式與否。在本協議內，凡提及客戶的授權人士的指示或簽署（不論如何表達），除非另行明確表明，均包括客戶的授權人士的指示或簽署。
- 10.2 客戶藉此向經紀承諾，會不時和在所有時間追認和確認任何由授權代表代表客戶給予或宣稱由授權代表代表客戶給予的任何指示，包括但不限於在撤銷授權代表的授權和經紀實際收到此撤銷通知的期間中，可能給予或宣稱給予的指示。
- 10.3 客戶更進一步聲明，於此所載的授權，將繼續完全地生效，直到經紀收到來自客戶的書面撤銷通知時為止。

## 11. 保證金

- 11.A 客戶須在所有時間，按經紀可能不時要求的有關金額及形式，（不論透過交易或其他方式）在經紀維持超出客戶的債務或對經紀的義務的保證金，以便符合經紀設定的保證金要求，而有關金額可大於任何相關交易所、結算所或其他交易商要求的保證金要求。經紀亦可在沒有事先通知下，按其絕對酌情權更改保證金要求。
- 11.1 客戶同意，於客戶在任何時間在經紀開立的任何及所有帳戶中，維持此等開倉保證金及/或維持保證金。所有的保證金要求，一定要以現金及經紀選擇的貨幣交付，惟僅受限於適用的交易所及/或相關結算所可能施加的任何限制。客戶也一定要以現金及經紀選擇的貨幣支付所有的變價調整和息率現金調整，惟僅受限於適用的交易所及/或相關結算所可能施加的任何限制。
- 11.2 經紀可能會向客戶以口頭或以書面作出追補保證金通知及繳付變價調整和息率現金調整要求，及指明必須應付追補保證金通知及繳付變價調整和息率現金調整要求之限定時間。客戶同意並承諾，立刻在要求下，或者由經紀指定的時間內(如有的話)，支付任何以口頭或以書面作出的追補保證金通知及繳付變價調整和息率現金調整要求。
- 11.2A 客戶就本協議應付的所有款項（包括開倉保證金及維持保證金）必須在不遲於下一個營業日業務結束時（或經紀可能按其絕對酌情權釐定並向客戶指明的有關的較短期間）履行。如客戶未能在經紀指定的期間內（或在作出有關催繳保證金時）履行任何催繳保證金，則經紀可（但無義務）終止任何未履行催繳保證金的未平倉合約。客戶同意在代表客戶終止未平倉的倉盤的過程中，經紀對客戶並無任何性質的將客戶蒙受的損失減到最低（或消除客戶蒙受的損失）的義務。經紀可能須向期交所及/或證監會匯報所有連續兩次並未在經紀指定的期間內符合履行催繳保證金的未平倉倉盤的詳情。
- 11.3 就在期交所設立及運營的市場買賣交易所合約相關或產生的交易而言，客戶進一步承認及同意：
- 11.3.1 保證金是在每個營業日結束時，或在期交所不時所指示的相隔期間計算，市場活躍期間會更為頻密；
- 11.3.2 經紀不會為客戶辦理任何期貨/期權交易，直至及除非經紀已從該客戶收到充足的現金，以涵蓋該客戶的預計交易責任、開倉保證金、變價調整及/或息率現金調整；

- 11.3.3 在經紀的絕對酌情權下，它可要求比期交所及/或結算所和任何其他相關的交易所及/或結算公司所指定的開倉保證金及/或維持保證金及/或變價調整及/或息率現金調整更多的開倉保證金及/或維持保證金及/或變價調整及/或息率現金調整；
- 11.3.4 在經紀的獨有酌情權下，它有權隨時改變開倉保證金及/或維持保證金及/或變價調整及/或息率現金調整，而無需給予任何的理由；
- 11.3.4A 為免存疑，客戶未能在經紀作出催繳保證金時履行維持保證金或本協議下的任何其他應收賬款，將賦予經紀權利（在不損害其他權利下）在不給予客戶通知下終止任何未履行任何催繳保證金的未平倉倉盤，並處置為或代表客戶持有的任何或所有資產，並將收益及/或任何現金存款用作向經紀支付所有欠經紀的餘額；及
- 11.3.5 經紀有責任就有關連續兩次沒有在經紀指定的時間內應付追補保證金通知和繳付變價調整和息率現金調整要求方面的所有未平倉持倉的細節向期交所和證監會作出報告。
- 11.4 如果在任何營業日業務結束時，其時客戶的維持保證金合計數額超過當時客戶的實益結餘之合計，經紀可要求客戶不遲於下個營業日業務結束時或者任何經紀可能指定的較短時期內，向經紀存放不少於開倉保證金超過實益結餘之數的現金款額。
- 11.5 在經紀的獨有酌情權下，如果經紀決定需要進一步或者額外的保證金時，客戶同意在要求下或者由經紀指定的時間內，向經紀存放由經紀獨有酌情權下，所決定的金額之進一步或者額外保證金。
- 11.6 若客戶未能應付如此等通知及/或要求內所指明的追補保證金通知及/或變價調整及/或息率現金調整的要求，在儘管經紀作出任何保證金要求，它仍可按照此協議第 13 條隨時繼續進行的前提下，經紀有權在沒有進一步的要求或客戶的同意下，把未平倉的持倉平倉，包括在不同時間建立的未平倉持倉。經紀有絕對酌情權選擇把那一個(或一個以上的)持倉結束及按照何種次序把持倉結束。客戶同意，經紀把客戶的未平倉持倉平倉，不會對客戶負上需把客戶損失減到最少甚或消除的任何性質的責任或者義務。
- 11.7 客戶同意，先前的保證金要求，不會建立任何先例。保證金要求的改變(增加或者減少)將適用於現有的持倉，和受此等改變影響的新建期貨/期權合約的持倉。

## 12. 保證金要求政策

- 12.1 當帳戶的淨實益跌至低於維持水平時，便會發出保證金要求。

### 保證金要求

- 12.2 經紀會透過客戶主任通知客戶保證金要求的款額及履行保證金要求的時間。
- 12.3 經紀可全權酌情不容許客戶在保證金要求期間有新的未平倉持倉。
- 12.4 客戶須在時限內存入現金及/或將適當數目的現有未平倉持倉平倉，以滿足保證金要求，否則經紀有獨有酌情權，將帳戶內的持倉平倉，以恢復保證金比率。
- 12.5 儘管此協議第 11.2、12.2 及 12.4 條有任何記載，每當經紀認為應該保障自己時，經紀有權縮短滿足保證金的時段及/或即時強制性將持倉平倉，而毋須事先通知客戶。經紀保留在任何時間及以任何價格將持倉平倉。此等平倉的淨收益會用於客戶對經紀的負債，而客戶仍需就不足之數負責。
- 12.6 經紀不作行事，不會損害它對客戶的申索。
- 12.7 客戶確認，客戶已閱讀協議的英文/中文文本，並已以客戶明白的語言向客戶徹底解釋其內容。如協議的英文文本與中文文本不一致，則以英文文本為準。
- 12.8 如閣下需要更多期貨戶口運作的資料，請參考帳戶開立文件或與閣下的客戶主任聯絡。

## 13. 違約事件

- 13.1 在發生以下任何違約事件時：
- (1)在經紀的獨有酌情權下，每當經紀覺得將或可能損害經紀在本協議下獲授予的權利；或(2)客戶未能在本協議下或被要求時提供足夠的保證金；或在該合約下要求時交付及接收任何商品；或在到期時支付其項下的任何購買價、期權溢價或其他款項；或(3)有針對客戶的破產呈請或委任接管人呈請向法庭存檔；或(4)有針對在經紀開立的帳戶實施扣押和執行；或(5)當客戶死亡或司法公告客戶沒有能力；或(6)客戶未能妥善履行或遵守本協議的任何條款及條件；或(7)在本協議或任何開戶文件內或根據本協議或任何開戶文件作出的任何陳述或保證，或向客戶提交的任何項目或文件在任何重大方面不正確或變得正確；(8)就有關符合規則所執行的期貨/期權業務方面，由於或為了遵從證監會採取的行動或命令；或(9)繼續履行本協議變得(或任何政府機關聲稱)不合法；或(10)為了遵從任何可適用的法律、規則或規例；則在附加於及不損害經紀享有的任何其他權利或補償下，客戶欠經紀的所有款項(連同利息)將在毋須任何通知或要求下即時到期並須予支付，而按照經紀的絕對酌情權，毋須進一步通知或要求或追補保證金通知或客戶同意(全部都藉此明示地免除)下，且不論帳戶是否共同地持有或與其他人一起持有，經紀有權(但無責任)立刻：
- 13.1.1 取消任何未完的期貨/期權業務指令或代表客戶作出的任何承擔，及/或拒絕接收客戶的任何指令；及/或
- 13.1.2 以經紀所保管或控制而屬於客戶的任何財產，履行客戶對經紀或有的(直接的或經由保證或擔保的)任何責任；及/或
- 13.1.3 賣出和抵銷在帳戶(等)內或客戶有權益的帳戶內的任何或所有期貨/期權合約持倉；及/或

- 13.1.4 代表客戶買入或借入任何或所有需要作交收的相關資產，包括在帳戶（等）內的期貨／期權合約的空倉；及/或
- 13.1.5 把經紀代表客戶持有的任何或所有未平倉期貨／期權合約全部或部份平倉，並作出或接受相關資產的交付；及/或
- 13.1.6 抵銷、結合、變現或合併客戶於經紀或任何其他於大華繼顯集團公司所維持的(任何性質的)任何帳戶（等）；
- 13.1.7 行使代客戶持有的任何期權合約的（認購或認沽）期權；
- 13.1.8 行使其在本協議下的任何權利；及 / 或
- 13.1.9 隨即終止本協議；
- 13.2 若有任何依照此協議第 13.1 條之買賣的話，客戶藉此同意經紀有權為它自己的利益購買或出售或處置相關資產或其任何部份予任何其他的大華繼顯集團公司，而毋須為任何藉此而致使的任何損失負責，不論該損失以任何方式出現，也毋須為經紀及/或大華繼顯集團公司賺取的任何利潤負責，無論此等出售或購買是否可以或應該獲得最佳的價格。
- 13.3 依照此協議第 13.1 條的任何此等買賣，經紀可依其絕對酌情權，憑藉廣告或不藉廣告，以它認為適宜的條款、方法、時間和作價(不論是否須立刻支付或交付或以分期付款方式)，在任何其時交易此等業務的市場中進行，或以公眾或私人售賣進行，而毋須為任何藉此而致使的任何損失負責，不論該損失以任何方式出現，也毋須為經紀及/或大華繼顯集團公司賺取的任何利潤負責。如果期貨／期權合約並非全部出售或處置，經紀可依其絕對酌情權，選擇該等期貨／期權合約當中那一個會被出售或處置。
- 13.4 此協議第 13 條的權利，及經紀可享有的任何其他權利或補償，可分開地、連續地或同時地行使。經紀無必要行使任何此等權利，也無必要先行行使任何權利才行使任何其他權利。如果經紀向客戶作出要求或給予通知，並不會構成經紀放棄任何據此毋須作出要求或給予通知便行事的權利。
- 13.5 客戶藉此承認，客戶會在所有時間為此等帳戶中的任何不足之數向經紀負責。在此等帳戶中的任何或所有借項結餘，會被收取如經紀以其獨有酌情權不時訂定之息率的利息。客戶須在要求下從速結清所有尚欠經紀的責任，連同與經紀依照此協議第 13 條行使任何權利有關，而合理地招致的任何或所有費用(包括合理的法律費用)。如出售及 / 或變現客戶資產的淨收入不足以彌補客戶欠經紀的所有尚欠餘額，則客戶承諾向經紀支付任何差額。
- 13.6 經紀根據此協議第 13 條行使或執行其權利所收到的金額，會以經紀絕對酌情權所決定的次序或方法，用於針對客戶的責任。但不會損害經紀向客戶討回任何不足之數的權利。
- 13.7 在不會損害此協議第 13.6 條的情況下，經紀可把出售或變現期貨／期權合約的收入及/或其任何部分，以經紀絕對酌情權所決定放置時間之長短，放置於一個臨時帳戶的貸項，期間沒有任何責任要應用該收入或其任何部分，以解除客戶尚欠經紀的或客戶招致的款額或責任。
- 13.8 客戶承認，考慮到期貨／期權業務的性質，尤其是期貨／期權價格的波動性，經紀依照此協議第 13 條可行使的權利以保障自己，是合理和必需的。
- 14. 佣金和費用等**
- 14.1 儘管在此協議第 4.4 和 4.7 條中有任何記載，客戶同意向經紀支付期貨／期權買賣，和其他交易(包括依照此協議第 13 條進行的任何交易)的，由經紀不時訂定之比率的所有佣金、經紀費及 / 或其他報酬。客戶也同意就所有與帳戶交易有關的費用、開支和其他收費(包括但不限於第 6 條所載的費用及徵費)，以完全彌償基礎，付還予經紀。佣金會不時改變，並可聯絡經紀確定。應客戶要求而提供的特別服務，經紀可額外收費。客戶同意按經紀釐定的有關利率及方式，就在本協議下須向經紀支付的所有尚欠金額支付利息。
- 14.2 若經紀處置或透過其任何代理人處置任何客戶給予的指示，經紀可依照它的絕對酌情權，有權提供和要求、接受和保有與為了客戶和任何人士達成的任何此等交易有關的利潤或利益，包括與此等交易有關所收到的任何佣金、回佣或相似的付款，及經紀或其他代理人向他們的客戶從標準佣金中收取的回佣。
- 14.3 經紀以它的獨有酌情權，有權而且藉此獲客戶的授權，將在此協議之下任何應付予經紀的款額，記入帳戶（等）的借項。
- 14.4 **佣金 / 回佣 / 非金錢利益:**客戶須向經紀支付由經紀不時訂立的佣金，及以完全彌償基礎，向經紀付還源於為帳戶（等）執行指令的任何其他收費，包括（但不限於）法例規定的費用、釐印費及稅項、交易費用、徵費及交付收費。經紀可依其意見自帳戶中提款，以支付尚欠經紀的款額。經紀可根據其絕對酌情權，有權要求、接受和保有來自任何經紀或其他人士、與為客戶與任何人士達成任何交易有關的利益，包括(1)任何佣金、回佣或類似的付款及(2)任何貨物或服務（即非金錢利益），但經紀須就此等利益遵守證監會關於向經紀的客戶表明利益、交易、執行標準、經紀佣金率及向經紀的客戶作披露的規則。經紀根據其絕對酌情權亦有權就任何為客戶與任何人士達成的交易提供任何利益，包括任何佣金、回佣或類似的付款及任何貨物或服務。經紀確保它會按照適用法律及規例行使此段下的權利。

## 15. 合約規格

在簽署此協議之前，經紀應客戶的要求下，應該向客戶提供交易所合約的合約規格，包括經紀已經獲期交所批准，由經紀代其客戶正常地交易或買賣的該等期貨／期權合約。經紀已經給予客戶意見，客戶為任何合約落盤之前，他須完全知道相關交易所合約的合約規格的細節。經紀會就合約規格的改變不時知會客戶。經紀會在要求下向客戶提供產品規格和任何招股章程或其他涵蓋此等產品的發售文件。



## 16. 以外幣進行的交易

若客戶指示經紀在一個以外幣進行交易的交易所或其他市場上達成任何期貨 / 期權合約：

- 16A 就有關交易給予客戶的保障程度及形式可與規則給予的保障程度及形式有重大差別；
- 16.1 因任何影響此等貨幣匯率的變動而造成或出現的利潤或損失，須完全由客戶負責和承擔風險；
- 16.2 為保證金目的所作之所有起始及其後的存款，須以經紀獨有酌情權所要求的貨幣和款額支付；及
- 16.3 當一份此等的合約被變現時，(如有關的合約的計值貨幣與帳戶的計值貨幣不同)，經紀會基於此等貨幣之間當時的現行貨幣市場兌換率，以經紀的獨有酌情權由它決定的一個兌換率，以此帳戶計值的貨幣，記入帳戶(等)的借項或貸項。

## 17. 客戶保證金款項沒有利息

就有關期貨 / 期權業務方面，經紀不會就應付保證金要求而存放的款項及客戶超過保證金要求的款項方面向客戶支付利息。客戶同意，源於此等款項的所有利息均屬於經紀。客戶藉此明示地放棄對該等利息的所有申索和權益。

## 18. 一般留置權

經紀在所有現在或今後被為經紀及/或任何其他大華繼顯集團公司在(個別的或與他人共同擁有的)帳戶(等)中持有的客戶的期貨 / 期權合約、或金錢或其他的財產的權益，或可能由經紀及/或任何其他大華繼顯集團公司在任何時間為任何目的而管有的客戶的期貨 / 期權合約、或金錢或其他的財產的權益，包括其保管、或作為向經紀或任何其他大華繼顯集團公司支付任何欠款及/或責任的抵押品之售後收入(如果出售的話)有留置權。

## 19. 帳戶的抵銷和合併

19.1 在不損害和附加於經紀可享有的其他權利和補償(包括但不限於其他抵銷的權利)下，客戶藉此不可撤銷地授權經紀和任何其他大華繼顯集團公司(為其本身或它或它們各自的代理人)隨時或不時依其酌情權，在無需給予客戶通知的情況下，可：

19.1.1 將所有或者任何無論何種性質的帳戶(等)，和由客戶為對經紀或任何其他大華繼顯集團公司的責任而作擔保的任何帳戶合併或綜合；及/或

19.1.2 抵銷或轉移經紀及/或任何其他大華繼顯集團公司的帳戶(等)內的所有金錢、期貨 / 期權合約、證券、和其他財產，及撥付或應用此等金錢和此等售後的收入及/或客戶不時享有的貸項結餘(不論是否在任何帳戶及包括不論到期與否的存款，及不論是否需給予通知及不論以任何貨幣)，以履行客戶對經紀及/或任何其他大華繼顯集團公司無論何種性質(不論實際的或者所有的、基本的或者附屬的、有抵押的或者無抵押的、及共同的或者個別的)的任何責任或義務。

19.2 在沒有限制或影響這協議的條文下，經紀藉此明確地獲授權，從客戶已經在經紀或任何其他大華繼顯集團公司已經開立及維持的不同帳戶之間，轉移任何一筆或超過一筆款額。

19.3

19.3.1 此協議第 19 條的抵銷權利是一個持續的權利，而且是附加於及無損於經紀在本協議下及適用法例及規例有權享有的任何權利。

19.3.2 [已刪除]

19.3.3 就有關任何付款以抵銷客戶對任何其他大華繼顯集團公司的責任或義務方面，經紀為其自身並(以代理身份)為其他大華繼顯集團公司訂立本第 19 條，而本段的條款適用於其他大華繼顯集團公司(及賦予其他大華繼顯集團公司權利)，其各自均有權在適用法例及規例允許的最大範圍內執行及享有本段的利益。

## 20. 借項結餘的利息

客戶藉此授權經紀收取並同意支付在經紀開立的帳戶(等)中的借項結餘(在裁決之前和之後)，以及未以現金支付或存入的開倉保證金、維持保證金和附加保證金的任何部份的利息。息率依經紀之獨有酌情權由它不時訂定。客戶放棄此等息率的所有改變的通知。此等利息會按每日的結餘，每月以複利計算。

## 20A 存款或結餘之負利息

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。

## 21. 申述、保證和承諾

客戶向經紀聲明、申述、保證和承諾：

21.1 在客戶帳戶開立文件中所記載的所有資料，在此協議日期時，均為真實、完整及正確。客戶藉此同意，直至客戶給予經紀此等通知，經紀有權依賴記載於客戶帳戶開立文件的資料；

21.1.1 此協議的內容和可適用的風險披露聲明，已經以客戶明白的一種語言向客戶完全解釋，而客戶同意本協議所載的條款及條件；

21.1.2 本協議的條文不會免除、排除或限制客戶在香港法例下的任何權利或義務。

- 21.1A 簽署、交付或履行本協議或本協議下給予的任何指示將不會觸犯或違反任何現時適用的法例、法規、條例、規則或規例或判決，或超出客戶或其任何資產受約束的範圍；
- 21.1B 客戶明白根據此等條款及條件進行的各類交易的性質及合適性以及所涉及的風險，並有足夠經驗評估有關交易的合適性；
- 21.1C 客戶將僅倚賴其自身對於今後貨幣及市場趨勢或該等交易的利益或風險的判斷（而非倚賴經紀提供的任何意見、資料或見解）訂立每份期貨／期權合約；
- 21.2 客戶是為其本身利益進行交易。除了客戶之外，沒有人在帳戶（等）或在經紀開立的任何其他帳戶中有任何權益；
- 21.3 如果客戶非為其本人進行交易，則在客戶的帳戶開立文件中所披露為最終受益人的人士或人等，乃客戶為他/他們進行交易的真正的一名或多名最終受益人；
- 21.4 客戶有權限和權力和法律能力達成此協議，和履行此協議下的責任（而如客戶是一家公司，則其獲妥善授權並已根據其章程和組織文件取得必須的公司和其他授權）。此協議對客戶構成一份有效及有法律約束力的協議；
- 21.5 客戶已獲得為簽立此協議的所有必需的同意或授權，此等同意或授權仍然完全有效力和有作用；
- 21.6 (如帳戶是一個生存者取得權的聯權帳戶)若任何一個聯權帳戶持有人死亡，已故聯權帳戶持有人的遺產或聯權帳戶的尚存持有人須立刻以書面將相關之死亡通知經紀，並向經紀出示及送達此等死亡證明的真實副本、稅項免除書和經紀可能以其獨有酌情權需要的其他文件；
- 21.7 除非客戶以書面向經紀披露，否則帳戶不是一個綜合帳戶(如規則所定義)；
- 21.8 (只在法團客戶的情況)法團在其成立地方之法律下，恰當地成立和有效地存在，並有全權簽立此協議，和履行此協議下的責任，而且有商業理由開立帳戶；及
- 21.9 (只在法團客戶的情況) 議決授權達成、履行及解除這協議的客戶董事會會議(其經核證的會議紀錄摘錄已向經紀提供)已恰當地召開，並在此協議日期之前舉行。此等議決符合客戶的章程文件在會議中恰當地通過，而且完全有效力和作用。
- 21.10 [已刪除]
- 21.11 除非在客戶資料聲明內另行明確指明，否則客戶（或如客戶為一家合夥商號，則其合夥人，或如客戶為一家公司，則其董事、股東）或其授權人士並非期交所、香港期貨結算、貿易委員會、結算所、銀行或信託公司的僱員或高級職員，或《證券及期貨條例》下的任何持牌人士或註冊人士（或其在任何其他司法管轄區的同等人士）的關聯人士。如客戶為有關僱員或高級職員，則客戶已接獲其僱員關於開立帳戶（等）的書面批准，而客戶將向經紀提供該書面批准的副本。如客戶為或成為期交所、香港期貨結算或任何證券交易所、貿易委員會、結算所、銀行或信託公司的僱員或高級職員，或《證券及期貨條例》下的任何持牌人士或註冊人士（或其在任何其他司法管轄區的同等人士）的關聯人士，則客戶將適時以書面向經紀提供意見，並填妥經紀要求的所有文件，讓客戶可獲接納為經紀的一名客戶。
- 21.12 客戶負責（並將負責）客戶執行的任何交易在適用法例及規例下的匯報規定，包括但不限於確保已嚴格遵守任何必須的個人或公司匯報及披露規定及股權限制的責任，並（如有需要）向經紀不時提供資料及文件，以讓經紀解除其相關的義務。
- 21.13 客戶知悉任何帳戶、交易及服務在適用法例及規例下可能產生的稅務影響及匯報、登記及／或披露義務（如有），並進一步陳述、保證及承諾客戶將完全負責符合及遵守所有有關的稅務、匯報、登記及／或披露義務，並（如有需要）向經紀不時提供資料及文件，以讓經紀解除其相關的義務。

上述陳述及保證將被視作在客戶給予（或執行）有關指示前重複作出。

## 22. 資料方面的重要改變

雙方向另一方彼此契諾，若在客戶資料聲明及在協議中所提供的資料有任何重要變動，會在 30 天內以書面通知另一方。經紀承諾會通知客戶此協議內提供的資料的任何重要改變，或可能影響經紀向客戶提供服務的業務上的任何重要改變。

## 23. 財務檢查

客戶藉此授權經紀對客戶進行信貸查詢或檢查，以確定客戶的財務狀況和投資目的，並將和客戶或帳戶及客戶交易有關的任何資訊在任何大華繼顯集團公司中傳遞。客戶也同意經紀可聯絡任何人士、商號或公司(包括但不限於客戶的銀行或經紀或任何信貸代理人)，以查證客戶資料聲明內所記載或依照此等陳述書而提供的資料。

## 24. 客戶資料的披露

24.1 受限於此協議的條文下，經紀會將與帳戶（等）有關的資料保持機密。客戶確認與期貨/期權有關的交易，可能受制於有關市場和交易所的規則、規則、規例和程序，會載有條文需要經紀應期交所或證監會的要求披露客戶的名字、最終受益人身份及經紀可能需要的與客戶有關的其他資料，以便經紀能遵從要求。

24.1.1 在沒有限制此協議第 24.1 條所載，對任何事物作出披露的情況下，客戶藉此不可撤銷地授權經紀和任何其他大華繼顯集團公司，如果披露是應有關規管當局包括但不限於證監會的要求，以協助他們作出任何進行中的調查或查詢，或應具有司法管轄權的法院的要求而作出，或如果

披露是合符公眾利益或合符經紀或客戶的利益，或在客戶明確地或暗示下同意，則在無需進一步通知客戶及得客戶同意下，可向任何人士(包括但不限於證監會及其授權的調查員)披露與帳戶(等)有關的資料、報告、紀錄或文件，連同其他可能需要的或經紀可能認為適當的資料，並出示與客戶及客戶帳戶有關的電腦紀錄或其他文件。

24.1.2 客戶藉此同意，經紀毋須為此等披露而出現的任何後果，對客戶負上任何方式的責任。

24.2 客戶更進一步同意，不論在此協議繼續生效期間，或在這協議終止之後，經紀可在沒有給予客戶通知的情況下，向任何其他大華繼顯集團公司，或向經紀在此協議下的任何權利或責任的任何受讓者，披露與客戶和帳戶(等)有關的任何資料。

24.3 在無損此協議第 24.2 條的情況下，如果客戶為了其客戶的利益進行交易，不論以全權委託或以非全權委託的基礎，也不論以代理人身份或以當事人身份與客戶的任何客戶進行配對交易，客戶同意，就有關經紀已經收到來自任何交易所、規管當局或香港政府機構(“相關監管機構”)任何查詢的交易，下列的條文將適用：

24.3.1 受限於下面的條文，客戶須在經紀的要求下(該要求須包括相關監管機構的相關聯絡細節)，即時告知相關監管機構為其利益而進行交易的客戶的身份、住址、職業和聯絡細節及(據客戶所知)在交易中有著最終實益權益的人士的身份、住址、職業和聯絡細節。客戶也須告知相關監管機構起始該項交易的任何第三者(如與客戶/最終實益受益人不同)的身份、住址、職業和聯絡細節。

24.3.2 如果客戶為一個集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶須在經紀的要求下(該要求須包括相關監管機構的相關聯絡細節)，即時告知相關監管機構該代表計劃、帳戶或信託指示客戶進行交易的人士或人等的身份、住址、職業和聯絡細節。

24.3.3 如果客戶為一個集體投資計劃、全權委託帳戶或全權委託信託進行交易，客戶須於其代表方案、帳戶或信託進行投資的全權委託被推翻時，盡快告知經紀。若客戶進行投資的全權委託已被推翻，客戶須在經紀的要求下(該要求須包括相關監管機構的相關聯絡細節)即時告知相關監管機構該給予指示的人士或人等的身份、住址、職業和聯絡細節。

24.3.4 如果客戶是一個集體的投資計劃、全權委託帳戶或全權委託信託，就有關某一項交易，客戶或其高級職員或僱員方面的全權委託已被推翻，客戶須於其代表的實益受益人就此等計劃、帳戶或信託進行投資的全權委託被推翻時，盡快告知經紀。若客戶進行投資的全權委託已被推翻，客戶須在經紀的要求下(該要求須包括有關監管機構的相關聯絡細節)，即時告知相關監管機構該就相關交易給予指示的人士或人等的身份、住址、職業和聯絡細節。

24.3.5 如果客戶知道它的客戶是以中介人身份，為其根本的客戶(等)行事，而客戶不知道為其而進行交易的該根本的客戶(等)的身份、住址、職業和聯絡細節，則客戶確定：

(i) 客戶與其客戶制訂了有法律約束力的安排，讓客戶有權在要求下即時從其客戶獲得在此協議第 24.3 條中所開列的資料，或促使可獲得該資料；及

(ii) 客戶會在經紀的要求下，就一項交易從速地向他的客戶(即該按其指示而進行交易的他的客戶)要求提供在此協議第 24.3 條中所開列的資料，並從該客戶收到資料後，盡快向相關監管機構提供該資料，或促使該資料獲得提供。

## 25. 無需為錯誤和遺漏負責

客戶同意，除非出於經紀的蓄意違責或嚴重疏忽，否則經紀無需就與期貨/期權合約業務的所有方面有關的錯誤或遺漏負責。

## 26. 執行指令的報告

26.1 期貨/期權合約的每個交易，均是不可推翻的，及被視為在所有方面均為客戶所接受，除非：

(a) 在以電話作任何確認的情況下，任何聲稱的錯誤在同一個電話交談中通知經紀；或

(b) 執行了有爭議的指令的七(7)個營業日之內，經紀在於此陳述的地址(或由經紀以書面通知的其他地址)收到書面通知，爭議指令的執行。

26.2 受限於此協議第 26.1 條的條文，除非經紀在客戶根據第 32 條的條文被視為收到下述文件的兩(2)個營業日之內，於其在此陳述的地址(或由經紀以書面通知的其他地址)收到任何聲稱錯誤的書面通知，否則在任何致客戶的書面通知、一個或多於一個帳戶的結單、書面確認、或任何其他書面通訊中，顯示或提及的期貨/期權業務的每個交易，將被視為在所有方面均是正確和準確的。

## 27. 更改、放棄及修訂

27.1 每當有任何法例被制定或修訂，或在任何法律下任何規則和規例被訂定，並適用於以任何方法產生作用，或與於此所載的任何條文不一致時，此協議受影響的條文會被視為被此等條例、法規、規則或規例所修改或取代，視情況而定，而此協議的所有其他條文及被修改的條文在會所有方面繼續完全有效力和作用。

27.2 除非藉經紀的一名獲授權高級職員以書面出具並簽署，否則此協議的內容不得放棄、改動、修改或修訂。儘管在執行上有任何忽略或延遲，及儘管給予或繼續給予客戶任何寬容或容忍，此協議下的所有權利和權力仍保持完全地有效力和有作用。單一地或部分地行使任何權利、權力或特權，不得被假定為排除任何其後或進一步行使該權利、權力或特權。

**27.3 取代先前安排:** 此等可能隨時被經紀修訂或補充的條款及條件，經通知客戶後，便撤銷及取代全部先前的授權書和協議及（如有不一致的話）有關帳戶的任何協議的條款（但不會影響此撤銷前給予的指示或日期較此撤銷為早的指示）。受制於經紀與客戶之間以書面另作相反的安排，其後開立的任何帳戶會按此協議的條款操作。

## **28. 終止**

經紀或客戶可藉給予另一方兩(2)個營業日的書面通知，結束及終止任何帳戶或終止此協議。任何此等通知不會損害雙方的已積累的權利。儘管有此等終止，在此任何條文所載雙方的任何責任，仍完全地有效力和有作用，並且可執行。儘管前述者，如客戶有欠經紀及/或其聯營公司的任何款項、任何未平倉的倉盤，或欠經紀及/或其任何聯營公司的任何其他尚未履行的責任或義務，則客戶無權終止任何帳戶或本協議。在終止任何帳戶或本協議時，客戶欠下的所有款項（包括但不限於在本協議下可能累計並須向經紀支付的任何利息）將即時到期。

## **28A 修訂**

經紀經通知客戶後，可修訂或補充條款及細則。除非該等修訂在經紀控制範圍以外，否則對本協議條款及細則當中影響向客戶提供的服務的性質，或客戶將向經紀支付的酬金的任何修訂將在有關通知指明的日期生效。

## **29. 可轉讓性/放棄/合併**

此等條款及條件，對經紀、其繼任人和承讓人，及對客戶的遺囑執行人、遺產管理人、繼任人和承讓人的利益有效，並對此等人士有約束力，但客戶不得在未經經紀事先以書面同意之前，將此協議下客戶的任何權利或責任指佩或轉移。經紀延遲行使任何此協議下的權利，不會做成放棄權利。經紀在此協議的權利，不會因經紀的組織章程大綱及章程細則之任何改變、經紀與任何人士的任何合併或者客戶死亡或無行為能力而受影響。

## **30. 可分割性**

這協議的每項條文是可分割、獨立於其他條文的。如果一項或多於一項的此等條文變得非法、無效或無法執行，剩餘的條文不會受任何方式影響。

## **31. 以個人或商號構成的客戶的帳戶**

### **31.1 若客戶由超過一位個別人士構成:**

- 31.1.1 客戶藉此聲明，帳戶是一個生存者取得權的聯名帳戶。若任何一位聯名帳戶持有人死亡，帳戶的全部權益將以先前持有的相同條款及條件歸予一位或多於一位的尚存者。然而，已故聯名帳戶持有人的遺產的責任，只就經紀收到相關死亡的書面通知後所進行的交易而終止。經紀可按其絕對酌情權，根據此協議第 13 條的條文(視情況而定)結束此等帳戶;
- 31.1.2 每位此等個別人士的責任和義務，是共同及各別的。當提及客戶時，視文意的要求而定，將被詮釋為他們任何一個或每一個；
- 31.1.3 就有關任何期貨/期權合約業務或帳戶而言，經紀有權只按照此等個別人士的任何一位的指示而行事，並可交付與帳戶有關的金錢或其他財產和任何類型的要求、通知、確認書、帳戶結單及任何種類的通訊予他們其中任何一位，而無需另行告知他們其餘的另一位或多於一位；及
- 31.1.4 即使意圖被約束的任何其他客戶或任何其他人士不論何種原因不受約束，每一個此等個別人士仍會受約束。

### **31.2 若客戶是由兩位或以上的個別人士所構成的合夥商號:**

- 31.2.1 客戶於此的責任和義務，是此等個別人士共同的及各別的。
- 31.2.2 直至經紀已經從合夥人或者他們之中任何一位收到書面通知合夥商號解散，否則合夥商號不論因何種原因解散，不會影響合夥人的責任。但此等通知不會影響合夥人在經紀收到通知之前經紀已進行了的交易責任。
- 31.2.3 當一位合夥人死亡或變為無行為能力時，已故或無行為能力的合夥人的遺產或產業對經紀的責任，只就經紀收到相關死亡或無行為能力的書面通知後所進行的交易而終止。而經紀在此的權利，不會被此等死亡或無行為能力以任何其他方法影響；及
- 31.2.4 當任何合夥人因死亡或其他原因終止為合夥商號的一名成員時，如沒有來自任何合夥人或合夥人的合法代表(等)或受託人(等)含相反意思的書面通知，則經紀可把其時該(等)尚存或繼續的合夥人或其他合夥人(等)當做有完全權力繼續合夥商號的業務，並可如合夥商號沒有任何改變般，處理它的資產。

## **32. 與客戶的通信**

**32.1** 經紀給予客戶的全部通知或通訊，以普通郵遞方式寄到客戶的註冊辦事處或不時出現在經紀的記錄的任何客戶業務或郵件地址，或送遞（給客戶）到此等地址，或以電報、傳真、電郵或電話傳到為此目的不時通知經紀的號碼，則將屬有效地給予客戶。此等通知或通訊，被視作（以郵遞的話）在預付郵費信件寄出後的首日（或如果寄給在香港境外的客戶，在預付郵費信件寄出後的第五日）、（在親身送遞的情況下）當送達後、（在電報、傳真或電郵的情況下）當在經紀的器材記錄為已發出時、或（在電話的情況下）當通訊後，便已經給予客戶。此等通知或通訊，毋須代表經紀簽署。

**32.2** 客戶經予經紀的所有通知或通訊須以客戶自行承擔風險的方式寄發，而在經紀實際收到前將無效。

32.3 客戶明確同意經紀可透過電子媒體、運營及設施與客戶溝通或給客戶通知。

32.4 客戶同意定期檢查其電子郵箱、郵箱、傳真機或其收取經紀的通知或通訊的其他渠道或設施。客戶毋須就未能或延遲檢查該等渠道或設施引致的任何損失負責。

### 33. 特殊事件

經紀無需就由於政府限制、中止交易、戰爭、罷工或任何其他經紀不能控制的事件而招致客戶在帳戶（等）或期貨 / 期權合約交易的任何的損失負責。

### 34. 適用法律及接受司法管轄權管轄

34.1 此協議及所有權利、義務和責任，受香港的法律約束，並以香港的法律詮釋。

34.2 就有關於由此協議所衍生的所有事情，客戶藉此接受香港法院的非獨有司法管轄權管轄，並不可撤回地同意客戶資料聲明指明的香港地址（或客戶告知經紀的其他替代的香港地址）將為向客戶送達香港法院的法律程序文件的有效地址。

### 35 仲裁

在經紀全權選擇及其絕對酌情權下，本合約、其違約、終止或無效產生或相關的任何糾紛、爭議或索償將根據現時有效（並可由本條其他部分修訂）的 UNCITRAL 仲裁規則以仲裁方式解決。委任機關將為香港國際仲裁中心。仲裁地點為香港的香港國際仲裁中心。仲裁只有一名仲裁人。任何有關的仲裁將由香港國際仲裁中心根據本協議日期有效的香港國際仲裁中心仲裁程序管理。仲裁程序將以英語進行。

**附件 1**  
**期貨及期權交易的風險披露聲明**

以下聲明根據《證券及期貨事務監察委員會持牌人或註冊人操守準則》提供。

**期貨及期權交易的風險**

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指令，例如“止蝕”或“限價”等指令，亦未必能夠避免損失。市場情況可能使該等指令無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的帳戶內任何因此而出現的虧欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權利與責任。

**在香港以外地方收取或持有的客戶資產的風險**

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

**提供代存郵件或將郵件轉交第三方的授權書的風險**

假如你向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

**關於期貨及期權買賣的額外風險披露**

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

**期貨**

**1. “槓桿”效應**

期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮“槓桿”作用。市場輕微的波動也會對你已投入或將需要投入的資金造成大比例的影響。所以，對你來說，這種槓桿作用可說是利弊參半。因此你可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入的額外金額。若果市況不利你所持倉盤或保證金水平提高，你會遭追收保證金，並須在短時間內存入大額的額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

**2. 減低風險交易指示或投資策略**

即使你採用某些旨在預設虧損限額的交易指示(如“止蝕”或“止蝕限價”指令)，也未必有效，因為市況可以令這些交易指令無法執行。至於運用不同持倉組合的策略，如“跨期”和“馬鞍式”等組合，所承擔的風險也可能與持有最基本的“長”倉或“短”倉同樣的高。

**期權**

**3. 不同風險程度**

期權交易的風險非常高。期權的購入者或出售者，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。你應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權者可選擇抵銷或行使期權或任由期權到期。如果選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權購入者將獲得期貨倉盤，並附帶相關的保證金責任(參閱上文“期貨”一節)。如所購入的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬購入極價外期權，應注意你可以從這類期權獲利的機會極微。

出售(“沽出”或“賣出”)期權承受的風險一般較購入期權高得多。出售者雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權出售者便須投入額外保證金來維持倉。此外，期權出售者還需承擔購入者可能會行使期權的風險，即期權出售者在期權購入者行使期權時，有責任以現金進行交收或買入或交付相關資產。若是期貨產品的期權，則期權出售者將獲得期貨倉盤及附帶的保證金責任(參閱上文“期貨”一節)。若期權出售者持有相應數量的相關資產或期貨或其他期權作“備兌”，則所承受的風險或會減少。假如有關期權並無任何“備兌”安排，虧損風險可以是無限大。

某些司法管轄區的交易所允許延遲支付期權金，令購入者支付保證金費用的責任不超過期權金的金額。儘管如此，購入者最終仍須承受損失期權金及交易費用的風險。在期權被行使或到期時，購入者有責任支付當時尚未繳付的期權金。

**期貨及期權的其他常見風險**

**4. 合約的條款及條件**

你應向替你進行交易的商號查詢你所買賣的指定期貨或期權的條款及條件，以及有關責任(例如在什麼情況下你或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制)。交易所或結算公司在某些情況下，或會修訂尚未行使的合約的細則(包括期權行使價)，以反映合約的相關資產的變化。

## 5. 暫停或限制交易及價格關係

市場情況(例如市場流通量不足)及/或某些市場規則的運作(例如因價格限制或"停板"措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平倉/抵銷倉盤。如果你有出售期權，你須承受的虧損風險可能會增加。

此外，相關資產與期貨之間，以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂"公平"價值。

## 6. 存放的現金及財產

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

## 7. 佣金及其他收費

在開始交易之前，你先要清楚瞭解你必須負責的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤(如有)或增加你的虧損。

## 8. 在其他司法管轄區進行交易

在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會使你蒙受額外的風險。受限於這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的特定的交易的所有規則。你本身所在地的監管機構，將不能迫使在你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，你應先向替你進行交易的商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

## 9. 貨幣風險

以外幣計值的合約買賣所帶來的利潤或招致的虧損(不論是否在你本身所在的司法管轄區或其他地區進行交易)，均會在需要將合約的計值貨幣兌換成另一種貨幣時，受到匯率波動的影響。

## 10. 交易設施

電子交易設施均由電腦系統來進行買賣盤傳遞、執行、登記或交易結算等工作。所有設施及系統，它們都有可能遇到臨時中斷或失靈，而閣下在此等情況下所能取得的賠償或會受到系統供應商、市場、期交所、結算公司及/或參與者所負的有限責任所限制。這些有限責任可以各有不同，投資者應向替你進行交易的商號查詢詳情。

## 11. 電子交易

透過電子交易系統做的交易，或會和公開叫價市場不同，亦會和在其他電子交易系統的不一樣。若選擇透過某電子交易系統做買賣，就要承受該系統帶來的風險，包括系統硬件或軟件失靈。系統失靈可能會導致買賣盤沒有根據你的指令執行，甚或完全沒有執行。

## 12. 場外交易

在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。為你進行交易的商號，可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉現有倉盤、評估價值、釐定公平價格或評估風險。鑑於這些原因，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，或受限於不同的監管制度。你在進行該等交易前，應先瞭解適用的規則和有關的風險。

### 惡劣天氣條件下與香港證券及衍生性商品市場相關的風險(「惡劣天氣交易」)

1. 惡劣天氣下維持交易是指在香港天文台發出 8 號或以上颱風信號、黑色暴雨警告或香港特區政府發出「極端情況」公告等惡劣天氣條件下，香港證券及衍生工具市場維持正常運作。在惡劣天氣下交易情況下，「營業日」定義為除公眾假期、星期六以外的任何日子，包括按惡劣天氣下維持交易安排運作的日子，即「惡劣天氣交易日」。
2. 在惡劣天氣下維持交易機制，即使遇上惡劣天氣，香港證券及衍生工具市場(包括中華通的北向及南向交易、衍生產品假期交易和收市後交易時段)仍會如常運作。因此，經紀的保證金要求政策和強制平倉措施同樣適用於惡劣天氣交易日。建議客戶提前存入足夠的現金/抵押品，以避免在此類情況下被追繳保證金和強制平倉。
3. 此外，客戶可能需要提前安排資金，以適時滿足在惡劣天氣交易日進行交易、結算或保證金的要求(如適用)。因為有別於其他的營業日，在惡劣天氣交易日，經紀只會提供有限的服務並且有特定的限制。建議客戶詳細了解經紀網站上關於惡劣天氣交易日提供服務的具體信息。

## 附件 2 期交所免責聲明

香港期貨交易所有限公司（「期交所」）可不時設立股票指數及其它專利產品，以便在期交所進行合約買賣。「香港期交所台灣指數」，即為首項由期交所設立的此等股票指數。「香港期交所台灣指數」及期交所可不時設立的其它股票指數或專利產品（「期交所指數」），乃屬期交所的財產。期交所指數的編纂及計算程序，目前及將來均為期交所的專有財產，由期交所擁有專利權。期交所可隨時改變或更改期交所指數的編纂及計算程序及基準，而毋須作出通告。期交所並可隨時要求期交所指定的某等期貨或期權合約，參照另外一項將予計算的指數進行買賣及交收。對於期交所指數或其編纂及任何有關的資料的準確性或完整性，期交所不向期交所任何會員或任何第三者作出擔保或聲明或保證，亦無給予或隱含任何期交所指數或其中任何一項的任何擔保、聲明或保證。再者，對於期交所指數的用途或期交所或期交所委任以編纂及計算任何期交所指數的任何其他人，於編纂及計算任何期交所指數時的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效（包括但不限於因疏忽而引起者）或買賣以任何期交所指數為根據的期貨或期權合約的任何期交所會員或任何第三者因此而直接或間接蒙受的經濟損失或其他損失，期交所概不承擔任何責任。任何期交所會員或任何第三者，概不得對期交所提出與本免責聲明所述事項有關或因該等事項引致的索償、訴訟、或法律行動。參與買賣任何期交所指數為根據的期貨及期權合約而完全知悉本免責聲明的任何期交所會員或任何第三者，不應在倚賴期交所。

### 有關買賣股票指數期貨的免責聲明

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

### 有關買賣股票指數期權的免責聲明

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



**附件 3**  
**互聯網交易條款及細則**

重要事項：本條款與細則（「本條款與細則」）是附加於該客戶在大華繼顯期貨（香港）有限公司（「大華繼顯」）開立的所有期貨交易賬戶的開戶表格所述明的所有條款及細則及大華繼顯不時訂明的所有其他條款及細則，並須與上述各項條款及細則一併理解。

如客戶協議與本條款與細則有任何衝突，以後者之條款為準。

**1 互聯網交易系統**

- 1.1 該客戶同意，為通過互聯網進行期貨／期權交易，該客戶須在大華繼顯指定的網站接達及使用大華繼顯及／或任何其他有關人士提供的系統（以下稱為「大華繼顯互聯網交易服務」）。該客戶將獲大華繼顯發出獨一無二的使用者識別碼（「使用者識別碼」）及獨一無二的密碼（「密碼」）或其他形式的核准使用者識別（「識別」），藉此讓該客戶可接達及使用大華繼顯互聯網交易服務，從而以該客戶的賬戶進行期貨／期權交易。該客戶應為唯一授權可專有使用使用者識別碼、識別及／或密碼（視乎情況而定）的人，並為使用者識別碼、識別及／或密碼的使用、保護及矩密，以及通過使用者識別碼、識別及／或密碼執行的各項交易負全責。若該客戶（或任何人）嘗試使用不正確使用者識別碼、識別及／或密碼（不論一經使用或在大華繼顯不時決定的嘗試之數內亦然）接達大華繼顯互聯網交易服務，則大華繼顯有權（但並無義務）拒絕接達及使用大華繼顯互聯網交易服務，並採取大華繼顯認為適當的步驟（包括（但不限於）終止以該使用者識別碼、識別及／或密碼（視乎情況而定）接達大華繼顯）。該客戶在得悉任何未經許可接達大華繼顯互聯網交易服務或使用使用者識別碼、識別及／或密碼遺失或被竊，須即時通知大華繼顯，並提供大華繼顯合理要求的詳情，而於大華繼顯實際收到有關資料及詳情之前，因任何未經許可接達大華繼顯互聯網交易服務或使用使用者識別碼、識別及／或密碼遺失或被竊而產生的一切損失，概由該客戶獨自承擔。該客戶須穩妥保管及保存其使用者識別碼、識別及／或密碼，並須為其保密；否則，須就通過該客戶的使用者識別碼、識別及／或密碼未經許可接達及使用大華繼顯互聯網交易服務引致大華繼顯蒙受的任何損失、費用（包括按完全彌償基準計算的法律費用）、支出及損害而向大華繼顯作出彌償。為免存疑，對於任何未經許可接達大華繼顯互聯網交易服務或使用使用者識別碼、識別及／或密碼被竊所產生的任何損失、費用、支出或損害，大華繼顯概不承擔責任。
- 1.2 如該客戶使用大華繼顯互聯網交易服務，須按照及遵照本條款與細則進行。大華繼顯特此保留權利，可不時全權及絕對酌情決定，於其認為合適的時間，基於任何大華繼顯認為合適的理由及按其認為合適的方式修訂、變更及／或修改本條款與細則的條文，並可修改、增訂、暫停或終止大華繼顯互聯網交易服務的（全部或部份）運作，或當時通過或連同大華繼顯互聯網交易服務提供的（全部或部份）服務，毋須事先通知該客戶，亦毋須為因而產生的任何損失、費用、支出或損害承擔任何責任。
- 1.3 大華繼顯進一步保留暫停、修改或終止（全部或部份）大華繼顯互聯網交易服務的該客戶接達及使用權利及／或可全權及絕對酌情決定訂定其認為合適的條款或指示的權利，毋須向該客戶提出任何理由或事先通知該客戶，亦毋須以任何方式為因而產生的任何損失或損害承擔任何責任。該客戶接受其大華繼顯互聯網交易服務的接達及使用不一定不含故障、錯誤、延誤或設計、工程及／或運作欠妥之處。為免存疑，通過大華繼顯互聯網交易服務進行的期貨／期權交易，須受以下各項規限：
- (a) 大華繼顯不時訂定的條款、規定、交易限額或其他限制，不論有否事先通知該客戶亦然；
  - (b) 香港期貨交易所有限公司（及香港或其他地方其他相關的期貨交易所）當時有效（及可不時修改及修訂）的規則及規例；及
  - (c) 香港證券及期貨事務監察委員會（「香港證監會」）發出的守則及指引或任何其他當時有效並經不時修改或修訂的有關法例或其他規定。
- 1.4 該客戶須嚴格按照本條款與細則使用大華繼顯互聯網交易服務。該客戶不得及不可以任何方式准許、容讓、容受或安排任何人士或實體：
- (a) 未經許可接達或使用大華繼顯互聯網交易服務；
  - (b) 修改、調整或改動大華繼顯互聯網交易服務提供的任何資料或服務；
  - (c) 以任何方式擅改、限制或以其他方式干擾大華繼顯互聯網交易服務的任何部份、功能或運作；
  - (d) 按與本條款與細則不相符或危害大華繼顯互聯網交易服務的功能或運作的方式使用使用者識別碼、識別及／或密碼或任何設備／軟件；
  - (e) 按與本條款與細則不相符的方式接達、使用、儲存、修改或重新分配從大華繼顯互聯網交易服務取得的資料、材料或數據，不論通過連結至該客戶的任何其他系統設備或軟件或其他方式亦然；或
  - (f) 引致大華繼顯互聯網交易服務或其提供的任何資料或服務產生任何故障、中斷、錯誤、欠妥或不當使用、損害或訛誤。
- 1.5 該客戶須就違反上文第 1.4 條所載該客戶義務而產生或有關的一切訴訟、收費、損失、損害、要求、責任、申索、費用（包括按完全彌償基準計算的法律費用）、支出及／或後果承擔責任，並須就此而向大華繼顯作出悉數彌償。
- 1.6 若大華繼顯全權認為大華繼顯互聯網交易服務的任何故障、中斷、錯誤、欠妥或不當使用、損害或訛誤屬於或可能因該客戶的任何設備或軟件所致，則大華繼顯可：
- (a) 查核及檢查該客戶的的設備及軟件；及
  - (b) 要求該客戶自費切斷、停止使用、升級及／或修改上述各項。
- 1.7 該客戶承認使用大華繼顯互聯網交易服務可能涉及可當作個人財務資料的電子資料傳輸，包括（但不限於）身份、成交股份數目及有關股份的價格淨額。該客戶特此同意通過大華繼顯互聯網交易服務以電子方式傳輸有關資料；在該客戶接達及／或使用大華繼顯互聯網交易服務期間，有關同意在任何時間均屬有效。

1.8 雖然大華繼顯已在提供大華繼顯互聯網交易服務的過程中給予專業的審慎及專注，但大華繼顯並不明確或以其他方式保證或擔保在其項下提供的大華繼顯互聯網交易服務適合某財政、投資或其他用途，或就有關用途而言具備適合銷售的質量。

## 2 風險

2.1 該客戶確認及明白，大華繼顯互聯網交易服務是一項大華繼顯應該客戶要求提供予該客戶的通訊工具，藉此方便該客戶通過互聯網與大華繼顯通訊。該客戶亦確認，使用大華繼顯互聯網交易服務及互聯網存在大華繼顯合理控制範圍以外的保安、保密及其他風險；如選擇使用大華繼顯互聯網交易服務及互聯網及通過大華繼顯互聯網交易服務及互聯網進行通訊，該客戶接受，該客戶與大華繼顯之間一切通訊的有關風險，均全由該客戶承擔。

2.2 該客戶同意及接受，大華繼顯互聯網交易服務所報出的期貨 / 期權價格，可隨時及不時隨市場實際情況變更；因此，該客戶的期貨 / 期權交易指示，可能不能按照發出有關指示時大華繼顯互聯網交易服務當時所報出的價格執行或對盤。

2.3 該客戶確認及接受其期貨 / 期權交易指示的執行或對盤，將會視乎市場現況而定，而大華繼顯因而並不及不能陳述或保證通過大華繼顯互聯網交易服務傳輸的任何有關指示將會立即或適時執行或對盤。

2.4 大華繼顯可於大華繼顯互聯網交易服務不時提供連結至第三方所提供互聯網網頁或服務的互聯網超連結。大華繼顯亦可不時准許第三方通過大華繼顯互聯網交易服務向該客戶提供該第三方的服務。該客戶特此確認，第三方提供的有關網頁或服務，均在大華繼顯的控制範圍之外，而大華繼顯概不認同或向該客戶推薦任何有關網頁或服務；因此，該客戶同意，如該客戶接達或使用任何有關網頁或服務，則全部風險概由該客戶自行承擔。

## 3 指示、核證、認收及通知

3.1 該客戶特此授權大華繼顯依據該客戶根據或使用其使用者識別碼、識別及 / 或密碼 [ 發出 ] 而大華繼顯通過其提供的大華繼顯互聯網交易服務收訖的一切指令、指示及通訊 ( 以下稱為「指示」) 行事，可將有關指示當作經由該客戶正式授權處理，並對該客戶具約束力。

3.2 一切指示均當作於大華繼顯收到指示時發出或作出，亦與大華繼顯所收到指示的格式相同，大華繼顯亦可執行有關指示，毋須與該客戶進一步核實有關指示。大華繼顯有權 ( 不論有關時間當時的情況，而大華繼顯亦毋須進一步查詢指示及 / 或發出指示的人的授權或身份的真偽 ) 將一切有關指示當作該客戶發出的有效指示處理，即使指示由第三方在獲得或未得該客戶同意及 / 或授權的情況下發出亦然。如大華繼顯所收到指示屬於或被大華繼顯真誠認為屬於含糊不清、互相矛盾或有所衝突，則大華繼顯可不理會 ( 全部或部份 ) 有關指示或按照大華繼顯以真誠方式對有關指示所作出的解釋執行 ( 全部或部份 ) 有關指示，毋須進一步查詢或諮詢該客戶。

3.3 大華繼顯並無責任執行任何指示，亦有權拒絕執行任何指示，毋須為拒絕指示而提出任何理由，亦毋須產生任何責任。此外，對於由於任何原因並無通過大華繼顯互聯網交易服務執行任何指示，大華繼顯概不負責。

3.4 在不抵觸此第 3 條的規定的情況下，大華繼顯按照任何指示執行或作出的一切交易，對該客戶均具約束力。

3.5 大華繼顯特此保留權利，如大華繼顯懷疑使用該客戶的使用者識別碼、識別及 / 或密碼發出的指示並未經該客戶妥為許可，則大華繼顯可停止或撤銷該客戶接達及使用大華繼顯互聯網交易服務的權利。在有關的情況下，大華繼顯可要求客重新申請新的使用者識別碼、識別及 / 或密碼。

3.6 凡大華繼顯通過大華繼顯互聯網交易服務發出或刊發的認收書或通知，應於大華繼顯發出或刊發之時當作該客戶收訖處理，而該客戶須因而受其約束，即使由於任何原因該客戶並未實際收訖有關認收書或通知亦然。

## 4 取消該客戶的指示

4.1 在不抵觸下文第 4.2 條的情況下，凡通過大華繼顯互聯網交易服務傳輸予大華繼顯的指示，均不可撤銷 ( 不論給予有關指示時的任何印刷或按鍵錯誤、在透過大華繼顯互聯網交易服務傳送指示時指示可能出現的任何損毀或扭曲 )，而大華繼顯有權按照本條款與細則的規定依照 ( 全部或部份 ) 有關指示行事，即使大華繼顯收訖該客戶取消或修訂有關指示的要求亦然。為免存疑，在大華繼顯向該客戶傳達收訖有關要求之前，不得當作大華繼顯收訖或得知任何該客戶發出取消或修訂指示的要求。

4.2 於大華繼顯收到任何取消或修訂指示的要求後，大華繼顯可 ( 但並無義務 ) 於有關指示傳輸至大華繼顯後取消或修訂有關指示。大華繼顯須盡合理的努力於大華繼顯執行有關指示前按該客戶的取消或修訂要求行事，但如大華繼顯並無完成有關取消或修訂指示，則大華繼顯概不承擔任何責任。若大華繼顯應該客戶要求取消或修訂或嘗試取消或修訂任何指示，該客戶須負責繳付大華繼顯所產生的任何及所有費用及支出。為免存疑，若大華繼顯並無根據該客戶的要求代表該客戶取消或修訂有關指示 ( 或其任何部份 )，則該客戶須受大華繼顯代表該客戶執行的任何指示 ( 不論全部或部份 ) 約束。

## 5 佣金、收費及支款權利

5.1 該客戶同意，大華繼顯可 ( 並特此獲授權 ) 根據或基於任何指示將款項存入該客戶的賬戶或以該客戶的賬戶支付款項。

5.2 該客戶須為使用大華繼顯互聯網交易服務而按大華繼顯不時釐定並通知該客戶的收費率向大華繼顯繳付服務費及其他費用、收費、支出及利息。大華繼顯進一步保留向該客戶追收根據任何指示代表該客戶產生的任何額外、特別或現付支出的權利。

5.3 該客戶與大華繼顯所訂立關於付費、費用、收費、支出及利息的其他繳款協議，將會繼續有效，並附加於本條款與細則關於大華繼顯互聯網交易服務有關收費、費用、付費、支出及利息的規定，並不受有關規定影響。

5.4 根據本條款與細則應付予大華繼顯的收費、費用、付費、支出及利息，均須按照大華繼顯在每種情況下指定的貨幣繳付。

5.5 該客戶在任何時間均必須確保其備有充足資金，藉以履行任何及所有到期繳款義務。該客戶同樣須於任何時間必須確保本期貨戶口備有充足股份，藉以到期進行交付。

## 6 限額

6.1 大華繼顯特此保留權利，可於任何時間釐定、變更或取消任何可在大華繼顯互聯網交易服務進行或提供的交易類別、融資安排、服務及產品的限額 ( 不論按金錢、數目或其他方式表示亦然 )，並可變更其各自次數及提供期間。

6.2 大華繼顯可隨時限制、取消或暫停全部或部份大華繼顯互聯網交易服務，毋須提出任何理由或事先通知，亦不會產生任何責任，亦可增訂、撤銷或更改通過大華繼顯互聯網交易服務可提供或進行的交易類別。

## 7 新服務、硬件及軟件

7.1 大華繼顯可隨時通過大華繼顯互聯網交易服務推出新服務及 / 或新產品。若於提供有關新服務及 / 或產品期間運用有關新服務及 / 或新產品，該客戶同意受大華繼顯為有關新服務及 / 或產品訂明的各項條款及細則約束。

7.2 若大華繼顯互聯網交易服務運作所需的網上瀏覽器或其他軟件推出新版本或不同版本，大華繼顯保留不支援有關網上瀏覽器或其他軟件的先前版本的權利。若該客戶未有按大華繼顯的要求將有關網上瀏覽器升級，獲取獲支援的網上瀏覽器或使用任何其他軟件的支援版本，則大華繼顯可拒絕受理該客戶發出的指示。

7.3 大華繼顯保留權利更改該客戶使用大華繼顯互聯網交易服務所需的任何硬件或設備的種類、版本或規格的權利。若該客戶未有使用大華繼顯互聯網交易服務所需的硬件或設備，則大華繼顯可拒絕受理該客戶發出的指示。

## 8 終止

8.1 在不損害上文第 1 條的情況下，根據本條款與細則與該客戶訂立的本協議，可由大華繼顯隨時全權及絕對酌情決定終止，毋須提出任何理由，亦毋須事先通知該客戶，亦毋須產生任何責任。在不損害前文所載的一般原則下，大華繼顯有權（但並無義務）根據任何可支持終止或結束該客戶在大華繼顯開立的任何戶口的理據或理由終止本條款與細則。為免存疑，該客戶只可向大華繼顯發出十四(14)天事先書面通知，從而終止本條款與細則。

## 9 資料披露

9.1 該客戶同意，大華繼顯可基於其認為合適之目的向第三方透露或揭露任何與該客戶或在大華繼顯維持的任何該客戶戶口有關的資料，而不會因而產生任何責任，有關目的包括如下：

(a) 與在大華繼顯維持的任何該客戶的賬戶連繫；

(b) 大華繼顯與其他人士在香港或其他地方訂立協議，藉以提供任何服務（包括通過大華繼顯互聯網交易服務提供的服務）。在此情況下，大華繼顯將會向有關人士提供與該客戶的賬戶、交易、轉讓或賬款繳付有關的資料及該客戶為執行各指示而與大華繼顯進行的通訊；

(c) 完成交易、轉讓、賬款繳付或以其他方式執行各項指示所需者；

(d) 推銷或推廣大華繼顯的任何服務或產品；

(e) 為第三方或通過大華繼顯互聯網交易服務經該客戶或代表該客戶開出支票的收款人或持有人核實戶口的存在及狀況；或

(f) 遵行法例、法庭命令、傳召出庭令或其他法律程序文件，或向任何具有法定權限要求資料的政府機構或官員提供有關資料。

9.2 為免存疑，該客戶同意，對於該客戶因上述第 9.1 條提述的任何第三方的疏忽、作為或不作為而產生的任何損失或損害，大華繼顯概不承擔任何責任。

## 10 該客戶所作出之通知

10.1 如有以下情況，該客戶須即時（在任何情況下均須於四十八(48)小時內）通知大華繼顯：

(a) 並無收到對該客戶通過大華繼顯互聯網交易服務所發出指示回覆已獲收到及 / 或執行的適當回覆；

(b) 收到並非該客戶所發出指示的確認書，或與該客戶的戶口有關的不確或有所衝突的報告、賬戶結單或資料；

(c) 大華繼顯互聯網交易服務以任何媒體（包括（但不限於）電子媒體）提供予該客戶的任何資料或報告或該客戶的投資組合或資料來源編製與交易或指示的任何其他報告或確認書之間有任何差異；

(d) 通過大華繼顯互聯網交易服務向該客戶匯報的戶口結餘、期貨及期權持倉或買賣盤的現況存有差異；

(e) （在不損害第 1.1 條的情況下）存在與該客戶的大華繼顯互聯網交易服務戶口有關的任何其他種類差異或發生可疑或原因不詳的事故。

## 11 投資資料與知識產權

11.1 對於通過大華繼顯互聯網交易服務所提供任何資料、數據或其他服務的內涵、準確性、是否適時或完整性，大華繼顯概不以任何方式負責。

11.2 若該客戶不能接達或使用大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，或上述各項以任何方式受到延誤、暫停、終止、有所訛誤或錯誤，大華繼顯亦概不負責。

11.3 如未事先獲得大華繼顯書面同意，該客戶不得以任何方式複製、再傳輸、傳佈、出售、派發、刊印、廣播、流傳或商業上利用大華繼顯通過大華繼顯互聯網交易服務提供的任何資料、數據或其他服務，亦不得使用有關資料、數據或其他服務作為任何違法或未經許可用途。該客戶特此同意遵行大華繼顯的任何要求，藉以保障大華繼顯所提供資料、數據或其他服務的版權、其他知識產權權利或精神權利（不論法定或其他性質亦然）。

11.4 大華繼顯網站所顯示的大華繼顯商標及服務標記，均為大華繼顯及 / 或其他有關第三方的獨有及專有產權。現概無給予任何複製或使用任何有關商標及服務標記的權利或特許。

## 12 資料不得加以倚賴

12.1 就該客戶的任何投資決定、交易活動或所發出的指示而言，大華繼顯互聯網交易服務所提供的資料，並不構成大華繼顯提供的專業意見，並不應因而加以倚賴，而在任何投資或建議交易方面，該客戶於任何時間均須倚賴該客戶本身的評估及判斷。對於大華繼顯互聯網交易服務所載的資料或其內容、其準確性、完整性、是否適時或其他方面，大華繼顯概不作出任何明確或隱含的保證或陳述。大華繼顯互聯網交易服務所提供的資料，在任何方面均不得當作交易誘因或招攬訂單處理。

12.2 該客戶明白各參與期貨交易所或組織對其向傳佈資料的各方所提供的市場資料（包括（但不限於）實時報價）均宣稱享有專利權益。該客戶亦明白任何參與期貨交易所或組織或市場資料的任何供應商概不保證有關市場資料或任何人士傳佈的任何其他市場資料或信息適時、順序、準確或完整。為免存疑，對於任何傳佈方的任何疏忽作為或不作為或任何「不可抗力」事件（即任何傳佈方合理控制範圍以外的事件，包括（但不限於）水浸、異常天氣狀況、地震或其他天災、火災、戰爭、恐怖主義行為、暴動、暴亂、勞資糾紛、意外、政府行動、通訊或供電故障、任何設備或軟件失靈）或任何傳佈方合理控制範圍以外的任何其他原因引致(a)(i) 任何有關數據、資料或信息或(ii)任何有關數據、資料或信息的傳輸的偏差、錯誤、延遲或錯漏，或(b)任何有關數據、資料或信息的(i)任何有關偏差、錯誤、延遲或錯漏或(ii)未能發揮作用或(iii)中斷所產生、引致或有關的任何或所有申索、要求、訴訟、損失、損害、責任或費用、收費、律師費及任何性質的支出（「損失」）所產生、引致或有關的損失，大華繼顯概不以任何方式承擔責任，而該客戶同意就任何損失而向大華繼顯作出彌償，並保持大華繼顯不受任何損害。該客戶知悉及同意，向該客戶提供市場資料的期貨交易所及組織，可直接對該客戶執行本條款與細則。

## 13 免除責任

13.1 在不損害本條款與細則內其他條款的一般原則及附加於有關條款的情況下，對於以下各項以任何原因或以任方式（包括（但不限於）大華繼顯、其代理人或獨立承辦商的任何作為、違責或不作為）引致或產生的任何訴訟、損失、損害、要求、責任、申索、費用、收費或其他支出，大華繼顯概不向該客戶或任何第三方承擔任何責任：

- (a) 依據或使用通過大華繼顯互聯網交易服務提供的資料或交易及其他服務；
- (b) 通過大華繼顯互聯網交易服務提供的任何服務中斷、遭受干擾、延遲、暫停、失靈、故障、操作員錯誤、毛病、病毒或喪失其使用權；
- (c) 大華繼顯互聯網交易服務所提供服務所運用的任何電腦硬件、應用方案軟件或其他軟件的任何故障；
- (d) 大華繼顯不能合理控制的任何原因，包括（但不限於）任何政府限制、交易所裁決、暫停交易、戰爭、恐怖主義行為、罷工、工業行動、內亂或任何電子或機械設備、電話或其他通訊系統線路或裝置或公用服務系統的故障、未經許可接達或盜竊（包括（但不限於）盜竊密碼、代碼及/或登入序列）；
- (e) 延遲、未能、疏忽或遺漏執行該客戶通過大華繼顯互聯網交易服務發出的任何指令或指示而以任何性質及以任何方式產生或有關的任何直接、間接、相應或附帶的損失或損害；
- (f) 任何資料或資料的傳輸或交付的任何偏差、錯誤、延遲或遺漏；
- (g) 可能因不時維持大華繼顯互聯網交易服務而產生的任何延誤、故障、錯誤或遺漏；或
- (h) 任何電子保護措施出現故障，包括過濾和防毒軟件（不論是為了保護大華繼顯互聯網交易服務的完整性，或過濾不適合執行或其他方面的指示）。

13.2 該客戶及大華繼顯雙方均同意，如訴訟因由產生後已超逾一(1)年，則該客戶不得對大華繼顯提出大華繼顯互聯網交易服務或本條款與細則所產生或有關的任何訴訟（不論其形式如何亦然）。

## 14 彌償

14.1 該客戶須就大華繼顯因其大華繼顯互聯網交易服務的功能而須以任何方式承受的所有及任何訴訟、損失、損害、要求、責任、申索、費用、收費或其他支出，包括（但不限於）以下各項有關或產生者：

- (a) 通過大華繼顯互聯網交易服務傳輸的任何未經許可指示或該客戶的其他指示及數據，或任何指示或其他有關指示及數據有所偏差、含混不清或不完整；
- (b) 大華繼顯向該客戶追收或嘗試追收所欠大華繼顯的任何欠款或大華繼顯強制執行本條款與細則；
- (c) 任何法例、規例或官方指令進行任何對本條款與細則或大華繼顯有重大不利影響的變更；及
- (d) 該客戶違反其根據本條款與細則作出的任何陳述、保證及義務。

## 15 通訊

15.1 凡發給該客戶的通知、警戒及其他通訊，可以郵遞、人手派遞、電傳、電報或傳真傳送、無線電話、傳呼機、電郵或大華繼顯全權及絕對酌情決定認為合適的方式發送往大華繼顯紀錄所載的該客戶最後為人所知地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址。

15.2 該客戶特此作出承諾，如該客戶的地址、電傳或電報或傳真號碼、無線電話或傳呼號碼或電郵地址有任何變更，將會立即書面通知大華繼顯。

15.3 凡大華繼顯發出的通知、警戒及其他通訊，如以郵遞方式發出，將於投寄後翌日定論地當作客戶收訖處理，即使郵件因未獲認領而退回亦然；如以人手派遞，則應於送交之日定論地當作該客戶收訖處理；如以電傳、電報、傳真或電郵發出，須於大華繼顯發送之日及時間定論地當作該客戶收訖處理，即使有任何與此相反的證據或事實亦然，並當作按發出有關通知、通訊及/或其他文書之目的有效送達處理。經由大華繼顯的高級人員所作出並確認大華繼顯投寄或發送任何有關通知、警戒或其他通訊的陳述書，應對該客戶具約束力，並為此項事實的確證。

- 15.4 除本條款與細則另有規定外，否則如未事先獲得大華繼顯書面同意，該客戶不得以電郵或任何其他電子媒體發出任何通訊。除非大華繼顯指定收取有關通訊的人士實際收到有關電子通訊，而其格式亦可即時被大華繼顯的電腦系統破解，否則在任何情況下均不得當作大華繼顯收訖有關電子通訊。
- 16 **條文失效**  
若本條款與細則或其任何部份的條文在任何方面被判定失效、違法或不可執行，則其餘條文的有效性、合法性及可否執行，在任何方面均不會受到影響。
- 17 **法律與司法管轄權**  
該客戶戶口所進行的交易，以及對該客戶訂定的任何條款及細則（不論開戶期間訂定或於本條款與細則訂定者亦然）均受經不時修訂的香港證監會守則及指引及中華人民共和國香港特別行政區（「香港」）的法例管轄，並須按照有關守則、指引及法例詮釋。該客戶特此不可撤銷地願受香港法院的非專屬司法管轄權管轄，而該客戶亦進一步放棄基於在不方便訴訟地提出法律程序為理由而對有關法律程序提出異議的權利，但大華繼顯有自由在任何其他司法管轄區對該客戶進行任何法律訴訟。
- 18 **法律程序文件之送達**  
該客戶同意，在大華繼顯對該客戶提出的任何法律訴訟中，任何傳訊令狀或其他原訟法律程序文件或任何其他法庭文件（「法庭文件」）可留於該客戶開立戶口時所給予的地址或在開戶之後該客戶最後為人所知地址，藉以送達該客戶。若有關地址為郵箱號碼或其他郵遞地址，則可將法庭文件郵寄往有關地址，藉以送達有關法庭文件。該客戶特此不可撤銷地確認，如按上述方式送達有關法庭文件，應當作妥為及充分送達該客戶處理，而該客戶進一步同意放棄一切要求以面交方式送達有關法庭文件的權利。
- 19 **繼續生效的條文**  
為免生疑問，該客戶有責任支付累積至（及包括）本協議終止日期就第 13 及 14 條需支付的所有付費、費用、收費、支出及數額，在本條款及細則終結後或大華繼顯互聯網交易服務停止或撤銷後仍然有效。