



中信期貨國際有限公司

CITIC Futures International Company Limited

期貨及期權買賣條款

Terms and Conditions for Futures and Options Trading

(企業賬戶)

(Corporate account)

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1. 定義及釋義 Definitions and Interpretation

1.1 在此等條款（如下定義）中，除文義另有所指外，下列詞語及詞句應具下列含意：

In these Terms and Conditions (as defined below), save where the context otherwise requires, the following words and expressions shall have the following meanings:

「**中信期貨國際**」指中信期貨國際有限公司；

“**CFI**” means CITIC Futures International Company Limited;

「**戶口**」指客戶不時為與期貨合約、期權合約及／或其它商品（如有）買賣、交易或其它處置方式有關的使用和/或持有資金而在中信期貨國際開立及維持的戶口（不論以姓名、號碼或其他方式指定開立的）；

“**Account**” means the account or accounts (whether designated by name, number or otherwise) opened and maintained by the Customer with CFI from time to time for use and/or holding funds in connection with its trading, dealing in or other disposal of, Futures Contracts, Option Contracts and/or other commodities (if any);

「**聯屬人**」就本協議任何一方而言，指與該方存在控權實體關係的個人、公司、合夥商號或任何其他形式的實體；或任何該等實體的董事、高級職員或僱員；

“**Affiliate**” means, in relation to a party to the Agreement, an individual, corporation, partnership or any other form of entity who is in a controlling entity relationship with that party, or any of such entities’ directors, officers or employees;

「**協議**」指客戶和中信期貨國際之間關於賬戶開設、維護和運營及相關服務的所有書面協議，包括但不限於適用的表格、此條款及其任何附錄、以及由中信期貨國際就與此等條款項下的交易有關而發出的任何免責聲明及風險披露說明，所有該等協議均包括其不時修改、補充和/或改變之版本；

“**Agreement**” means all the written agreement, form, questionnaire and letter between the Customer and CFI regarding the opening, maintenance and operation of the Account(s) and related services, including but not limited to the applicable Form, these Terms and Conditions and any addenda thereto, any disclaimers and risk disclosure statements issued by CFI in connection with the transactions contemplated by these Terms and Conditions, in each case as amended, supplemented and/or modified from time to time;

「**獲授權人**」指已經被客戶指定或按有關公司或其他程序由客戶正式授權（有關文件須呈交中信期貨國際並須獲得其接納以茲證明）代其執行與本協議有關事宜之人士。在中信期貨國際未收到客戶合適的書面通知撤銷該項授權前，該等人士應為有效之獲授權人。客戶如屬個人，除客戶另行通知中信期貨國際外，則獲授權人應包括客戶本人。「獲授權人」一詞亦指多位獲授權人中的任何一位；

“**Authorized Persons**” means those persons who have been designated by or duly authorized by the Customer pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to CFI) to act on behalf of the Customer in connection with the Agreement. Such person(s) shall continue to be Authorized Person(s) until such time as CFI has received from the Customer appropriate documents revoking the authority of such person(s). In the case of a Customer being an individual, the Authorized Persons shall include the Customer himself unless the Customer has notified CFI otherwise. “Authorized Person” means any one of the Authorized Persons;

「**現金保證金**」指客戶於任何時間及不時存入中信期貨國際作為保證金的任何及所有現金、款項及金額；

“**Cash Margin**” means any and all cash, moneys and amounts deposited by the Customer with CFI as Margin at any time and from time to time;

「**押記**」指按第 7 條規定制訂的現金保證金的保證；

“**Charge**” means the security over Cash Margin created by Clause 7;

「**結算所**」指就期貨或期權而言，提供與該期貨或期權有關的清算及／或結算服務的結算所（不論是否位於香港）；

“**Clearing house**” means, in respect of a Futures or Option, the clearing house (whether in or outside Hong Kong) which provides clearing and/or settlement services in relation to that Futures or Option;

「**客戶款項規則**」指證監會不時修訂的證券及期貨條例 149 條下訂立之證券及期貨（客戶款項）規則（香港法例 571I 章）；
“**Client Money Rules**” means the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time;

「**客戶款項常設授權**」指客戶賦予中信期貨國際之客戶款項常設授權。該客戶款項常設授權根據第 12 條的條款訂立，並經不時修訂或補充。

“**Client Money Standing Authority**” means the client money standing authority granted by the Customer to CFI in the terms set out in Clause 12 as amended or supplemented from time to time;

「**平倉合約**」指下列其中之一：

- (a) 客戶就一期貨合約或期權合約訂立代表相同數量及性質的相關商品並在同一日期交收但以相反持倉的另一相應期貨合約或期權合約，以取消早前的合約及／或結算該早前合約的利潤或損失；或
 - (b) 一份按照相關結算所的規則被視為平倉合約的期貨合約或期權合約；
- 而「平倉中」、「平倉」或「已平倉」均應據此解釋。

“**Closed out contract**” means either:

- (a) any Futures Contract or Option Contract in respect of which the Customer enters into a corresponding Futures Contract or Option Contract of the same amount and quality of the relevant commodity for delivery on the same date but of an opposite position in order to cancel the former contract and/or to crystallize the profit or loss on such former contract; or
 - (b) a Futures Contract or Option Contract deemed to be a closed out contract pursuant to the rules of the relevant clearing house;
- and “**closing out**”, “**close out**” or “**closed out**” shall be construed accordingly.

「**商品**」指任何貨幣、證券、匯率、利率、指數（不論是股票指數或其他指數）、實質資產（包括金屬、貴重金屬、礦產、農產品、石油、能源及土地）及／或資產；

“**Commodity**” means any currency, securities, exchange rates, interest rates, indices (whether stock indices or otherwise), physical assets (including metals, precious metals, minerals, agricultural products, oil, energy and land) and/or property;

「**投資者賠償基金**」指根據該條例所成立之投資者賠償基金；

“**Investor Compensation Fund**” means the investor compensation fund established pursuant to the Ordinance;

「**控權實體**」指該條例附表一所賦予含義；

“**Controlling entity**” has the meaning given to it in Schedule 1 to the Ordinance;

「**控權實體關係**」就任何人士而言，指其憑藉以下情況與協議一方的關係：

- (a) 該方為該人士的控權實體；
- (b) 該人士為該方的控權實體；或
- (c) 另一名人士（為所述該名人士的控權實體）亦為該方的控權實體；

“**Controlling entity relationship**”, in relation to any person, means its relationship with a party to the Agreement by virtue of:

- (a) the party being a controlling entity of the person;
- (b) the person being a controlling entity of the party; or
- (c) another person, who is a controlling entity of the said person, being also a controlling entity of the party;

「**法團專業投資者**」是指符合《專業投資者規則》第 3(a)、(c)和(d)條，並滿足《證監會操守準則》第 15.2 段描述的信託法團、法團或合夥；

“**Corporate Professional Investor(s)**” means trust corporations, corporations or partnerships falling under sections 3(a), (c) and (d) of the Professional Investor Rules and meeting the description in paragraph 15.2 of the SFC Code of Conduct;

「客戶」指如屬個人，則不論在何處應用，應包括客戶及其或各自的遺囑執行人、遺產管理人、承繼人及遺產代理人；客戶如屬合夥經營商號則包括戶口維持期間不時出任該商號的合夥人的人士及其各自的遺囑執行人、遺產管理人、遺產代理人及該合夥經營商號的許可承繼人；客戶如屬公司則包括該公司及其許可承繼人；

“Customer” wherever used shall in the case where the customer(s) is/are individual(s) include the customer(s) and his or their respective executors, administrators, successors and personal representatives and in the case of a partnership firm include the partners who are the partners of the firm from time to time during which the Account is maintained and their respective executors, administrators, personal representatives and the permitted successors to such partnership business and where the customer is a company include such company and its permitted successors;

「交易所」指就期貨或期權而言，該期貨或期權進行交易的交易所（不論是否位於香港）；

“Exchange” means, in respect of a Futures or Option, the exchange (whether in or outside Hong Kong) on which that Futures or Option is traded;

「金融產品」指證券及期貨條例項下所界定的任何證券、期貨合約或槓桿式外匯交易合約。就「槓桿式外匯交易合約」而言，其僅適用於可從事第3類受規管活動的持牌人士所進行的交易；

“Financial Product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the Ordinance. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.;

「表格」指此期貨及期權交易賬戶開戶表格（包括客戶信息聲明）及不時修改、補充和/或改變之版本；以及

“Form” means the Futures and Options Trading Account Opening Form (including the Customer Information Statement) as amended, supplemented and/or modified from time to time;

「期貨合約」指具有以下效力之合約：

- (a) 一方當事人承諾在雙方約定在將來時間及以約定的價格，交付與另一方當事人雙方約定之商品或約定數量的商品；或
- (b) 雙方同意在將來的時間根據約定的商品當時之價值升跌或是否高於或低於（視情況而定）與簽訂合約時雙方協定之價值而作出調整，有關差額將根據在訂立該合約之交易所規則決定；

並就上述的每個個案而言，不論有關商品是否可予交付，及「期貨」應據此解釋。

“Futures Contract” means a contract pursuant to which:

(a) one party agrees to deliver to the other party at an agreed future time an agreed commodity or agreed quantity of an agreed commodity at an agreed price; or

(b) the parties agree to make an adjustment between them at an agreed future time according to whether the agreed commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the exchange on which that contract is made;

and in each case whether or not the relevant commodity is deliverable, and “Futures” shall be construed accordingly.

「期交所」指香港期貨交易所有限公司；

“HKFE” means the Hong Kong Futures Exchange Limited;

「期交所合約」指經證監會及期交所批准在期交所不時設立及經營的任何一個市場上進行買賣，而可能會構成期貨合約及/或期權合約的商品合約；

“HKFE Contract” means a contract for a commodity approved by SFC and HKFE for trading on any one of the markets from time to time established and operated by HKFE which may result in a Futures Contract and/ or an Option Contract;

「期交所規則」指期交所不時修訂、補充及/或變更的規則、規定及程序；

“HKFE Rules” means the rules, regulations and procedures of HKFE as amended, supplemented and/or modified from time to time;

「香港」指中華人民共和國香港特別行政區；

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

「指示」是指中信期貨國際真誠地相信是由客戶或獲授權人就賣出或買入任何期貨合約或期權合約、將之平倉或以任何其他方式處置或與其有關的任何事宜而發出的書面、口頭或電子通訊，並為免存疑，應包括電子指示；

“**Instruction**” means a written, oral or electronic communication which CFI believes in good faith to have been given by the Customer or any Authorized Person for the sale, purchase, closing out or any other disposal of any Futures Contract or Option Contract or any matter in connection therewith and shall, for the avoidance of doubt, include electronic instructions;

「投資意見」指有關（其中包括）在證監會 5 號牌照範圍內之期貨收購、出售、保留、交換或其他交易的意見（但不涉及就企業融資相關事項提供意見）。

“**Investment Advice**” means advice in relation to (among other things) the acquisition, disposal, retention, exchange or other dealing in Futures within the scope Type 5 licence under the Ordinance (but does not relate to advising in respect of corporate finance-related matters).

「損失」指任何損失、損害賠償、訴訟、申索、索求、行動、責任、訟費、刑罰、罰款、稅項、費用及支出不等，包括但不限於任何直接或間接、特別或招致的損失（不論有關合約方是否知悉發生該等損失的可能性或對其有合理預測）、任何盈利損失、收入損失、商譽或聲譽的損害、損失合約或生意機會、損失款額用途、無法收回款額、錯誤繳付款額、利息及任何其他對第三方任何性質的責任；

“**Loss**” means any losses, damages, proceedings, claims, demands, actions, liabilities, costs, penalties, fines, taxes, fees and expenses whatsoever, including but not limited to any direct, indirect, special or consequential losses (whether or not the possibility of such were known about or reasonably in the contemplation of the relevant parties), any loss of profits, loss of revenue, damage to goodwill or reputation, loss of contracts or business opportunities, loss of use of money, money not recovered, money paid out in error, interest, and any liability to any third party of any nature whatsoever;

「保證金」指中信期貨國際要求提供予中信期貨國際（或其它相關方）作為客戶（或中信期貨國際，代表客戶）履行任何期貨合約或期權合約及／或其它產生自協議或與協議有關的責任的保證的現金、證券、擔保及／或其他中信期貨國際認為可接受的抵押品，而其數量、價值及形式由中信期貨國際決定；

“**Margin**” means such cash, securities, guarantees and/or other collateral acceptable by CFI in such amount, for such value and in such form as may be determined and required by CFI to be placed with CFI (and other relevant party) as security for the performance by the Customer (or CFI on the Customer’s behalf) of any Futures Contract or Option Contract and/or of any obligation of the Customer (or CFI on the Customer’s behalf) arising from or in connection with the Agreement;

「綜合戶口」指客戶在中信期貨國際開立的戶口，而中信期貨國際已獲通知該戶口是為客戶的一位或多位顧客（而非客戶本身）操作；

“**Omnibus Account**” means an account opened with CFI by the Customer in respect of which CFI is notified that the account is to be operated for a customer, or a number of customers (of the Customer and not for the Customer himself);

「期權合約」指該等合約，其中一方當事人依據此合約賦予另一方當事人在雙方同意之將來日期或之前或（視乎情況而定）當擁有該權利的一方選擇時，在雙方同意之將來日期當天行使選擇以雙方事先同意的價格或數量認購或（視乎情況而定）處置任何商品，不論有關商品是否可予交收，而「期權」應據之解釋；

“**Option Contract**” means a contract pursuant to which one party agrees to grant to the other party a right (but not an obligation) exercisable on or before an agreed future date or (as the case may be) on an agreed future date at the option of the party holding such right to acquire or (as the case may be) to dispose of an agreed commodity or an agreed quantity of an agreed commodity at an agreed price, in each case whether or not the relevant commodity is deliverable, and “**Option**” shall be construed accordingly;

「該條例」指《證券及期貨條例》第 571 章及根據該等法例所不時修訂、修改或取代之附屬法例；

“**Ordinance**” means the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong, and any subsidiary legislation made thereunder, as revised, amended or substituted from time to time;

「专业投资者」在該條例的附表 1 第 1 部第 1 条项下定义；其包括在定义的(a)至(j)款中规定的指明实体，以及属于《专业投资者规则》项下规定类别的人士；

“Professional Investor(s)” means the persons defined in section 1 of Part 1 of Schedule 1 to the Ordinance. It includes specified entities set out in paragraphs (a) to (j) of the definition and persons belonging to a class which is prescribed under the Professional Investor Rules;

「专业投资者规则」是指证监会根据該条例第 397(1)条及其不时修订的版本；

“Professional Investor Rules” means the Securities and Futures (Professional Investor) Rules made by the SFC under section 397(1) of the Ordinance as amended from time to time;

「結算戶口」指表格中客戶指定作為結算戶口的銀行戶口或客戶不時以書面通知中信期貨國際的其他銀行戶口；

“Settlement Account” means the bank account of the Customer designated as the Settlement Account in the Form or such other bank account of the Customer as the Customer may notify CFI in writing from time to time;

「證監會」指香港證券及期貨事務監察委員會；

“SFC” means the Securities and Futures Commission of Hong Kong;

「證監會操守準則」指經不時修訂、補充及／或變更的《證券及期貨事務監察委員會持牌人或註冊人操守準則》；以及

“SFC Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the SFC as amended, supplemented and/or modified from time to time;

「條款」或「條款及細則」指此期貨及期權買賣條款及不時修改、補充和/或改變之版本；以及

“Terms and Conditions” means this Terms and Conditions for Futures and Options Trading as amended, supplemented and/or modified from time to time; and

「變價調整」指客戶就戶口中之每份未平倉期貨合約及／或期權合約以每日結束時收市價為基準每日計算之應付予中信期貨國際之款項。

“Variation Adjustment(s)” means the amount payable to CFI by the Customer, calculated on a daily basis and on the basic of the closing market price at the end of each day in respect of each open Futures Contract and/or Option Contract in the Account.

1.2 單數詞應包括其複數詞，反之亦然；任何陽性詞、陰性詞和中性詞應包括其陽性詞、陰性詞和中性詞。對人士的提述包括個人、商號、獨資企業、合夥商號及公司。

Words importing the singular include the plural and vice versa and words importing a gender include all genders. Words denoting person include an individual, a firm, sole proprietorship, partnership and corporation.

1.3 「其他」及「包括」等詞語並不限制任何前文詞語的一般性，以及在該等詞語可作更廣詮釋時不應解釋為受限於前文詞語的相同類別含義。

The words “other” and “including” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

1.4 對條文的提述應解釋為對不時經修訂及於當時生效的此等條款的條文的提述。

References to Clauses are to be construed as references to clauses to these Terms and Conditions as from time to time amended and as in force for the time being.

1.5 此等條款加入的標題僅供參考，不應影響此等條款規定的含義或詮釋。

Headings in these Terms and Conditions are inserted for reference only and shall not affect the meaning or interpretation of the provisions of these Terms and Conditions.

1.6 所有如下條款均以此 1.6 條款為前提。所有與客戶不時申請或獲得的服務（和/或所有其中可能事項）大約相關之條款將在最大範圍內予以適用。如有任何關於此等適用範圍之歧義或爭議，以中信期貨國際之解釋為準。

All Terms and Conditions below are subject to this Clause 1.6. The Terms and Conditions shall apply to the largest extent that such Terms and Conditions are approximately in relation to the services (and/or all matters contemplated herein) applied for and received by the Customers from time to time. Should there be any ambiguity or dispute of such extent, the interpretation of CFI shall prevail.

2. 戶口 Account

2.1 客戶須維持該戶口以進行及記錄按照本協議進行之所有期貨及期權買賣及／或其他處置方式。

Upon approval of CFI, the Customer shall open and maintain the Account for effecting and recording all the Customer's trading in and/or other disposals of Futures and Options made pursuant to the Agreement.

2.2 若客戶並非法團實體，並已將一份已簽署的本協議的實物文本、中信期貨國際所要求的客戶身份證明文件及簽發予中信期貨國際數額由中信期貨國際規定（並須不少於港幣 10,000 元正或任何其他證監會不時規定的最低數額）於香港持牌銀行開立的客戶戶口提款的支票（支票上附有身份證明文件上顯示的客戶的姓名及與表格中簽署相符的簽署）送交予中信期貨國際，中信期貨國際或可接受客戶開立戶口的申請而毋須客戶親身到中信期貨國際的辦事處。不論本第 2.2 條所述，中信期貨國際可以要求客戶親臨其辦事處以在開立戶口前核證身份。但若中信期貨國際未有要求客戶親臨其辦事處，戶口將在客戶的支票獲結算後方始啓用。不論本第 2.2 條所述，除非並直至中信期貨國際能夠令其滿意地核證客戶身份，中信期貨國際沒有任何責任開立或啓動該戶口。

CFI may accept the Customer's application for opening of the Account without requiring the Customer to attend CFI's office in person if the Customer is not a corporate entity and the Customer has sent to CFI a signed physical copy of the Agreement, such of the Customer's identification document as may be required by CFI, and a cheque in favor of CFI for such amount as may be required by CFI (which shall be no less than HK\$10,000 or any other minimum amount as may be required by the SFC from time to time), drawn on the Customer's account with a licensed bank in Hong Kong and bearing the Customer's name as shown in the identification document with the signature thereon being the same as that appearing in the Form. Notwithstanding this Clause 2.2, CFI may require the Customer to attend its office to verify his identity before opening the Account. However, if CFI does not require the Customer to attend its office, the Account will only be activated after the Customer's cheque has been cleared. Notwithstanding this Clause 2.2, CFI is under no obligations to open or activate the Account unless and until CFI is able to verify the Customer's identity satisfactorily.

3. 客戶身份及資料 Customer Identity and Information

3.1 中信期貨國際獲客戶授權進行或促使他人進行有關客戶信譽的調查、檢查和查詢，並為此目的接觸客戶的銀行（包括確定或核實客戶財務狀況和投資目的），以及將有關客戶、其戶口、交易和該等交易的最終受益人的資料交予：

- (a) 任何交易所、市場、結算所、官方機構或規管機構、證券及期貨監察委員會、或其他團體、人士或機構，不論是否因適用於中信期貨國際及其聯屬人的法律、法令或規定有所要求（包括期交所及／或證監會）（合稱「**規管人**」），以便達致與本協議有關的任何目的，或協助該規管人進行其調查、查詢或審查；
- (b) 任何與中信期貨國際有合作之香港或海外主體，以滿足該主體遵守所適用的法律、法令或規定的要求；
- (c) 中信期貨國際的分公司和任何其聯屬人，以執行指示或履行與客戶訂立的協議內中信期貨國際的責任。

CFI is authorized by the Customer to conduct or cause to be conducted credit investigations, checks and enquiries regarding the Customer and for such purpose to approach the Customer's bankers (including for the purpose of ascertaining or verifying the Customer's financial situation and investment objectives) and to pass any information about the Customer, its Accounts and its transactions and the ultimate beneficiary in respect of any such transaction to:

- (a) any exchange, market, clearing house, government agency or regulatory authority, securities or futures commission, or other bodies, persons or institutions, whether as required by law, court orders or regulations applicable to CFI and its Affiliates including HKFE and/or the SFC (collectively, the "Regulators") for any purpose relating to the Agreement or in order to assist such Regulator with any investigation, enquiry or examination which it is undertaking;
- (b) any Hong Kong or overseas entity which has co-operation with CFI for such entity's compliance with applicable law, court orders

or regulations; and

(c) any of its branches and any Affiliate in connection with carrying out Instructions or fulfillment of CFI's obligations to the Customer under the Agreement.

3.2 在協議中：

(a) 「**最終受益人**」一詞指就本協議中中信期貨國際為客戶進行或將進行的任何交易而言的下列個別或每個人士，該人士(i)為委託人，客戶在該交易中作為該人士的代理人，或(ii)享有該等交易的商業或經濟利益及／或承擔其商業或經濟風險，或(iii)最終負責為該等交易發出指示；及

(b) 「**身份資料**」一詞，就任何人士而言，指該等人士的真實及全部的身份證明，包括該等人名的別名、地址、職業、及聯絡詳情。

In the Agreement,

(a) the expression "ultimate beneficiary", in relation to any transaction effected or to be effected by CFI for the Customer pursuant to the Agreement, means each and every person who (i) is the principal for whom the Customer is acting as agent in relation to such transaction or (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (iii) is ultimately responsible for originating the Instruction in relation to such transaction; and

(b) the expression "identity information", in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.

3.3 在不違反第 3.1 條一般性的原則下，客戶同意如果中信期貨國際已從規管人接獲一宗有關客戶、任何戶口或客戶交易的查詢，以下條文將適用：

(a) 除下文另有規定外，客戶須應中信期貨國際的要求（要求應列明規管人的有關聯絡詳情），即時通知中信期貨國際（以便傳達予規管人）或直接通知規管人進行交易戶口（不論是全權委託或非全權委託性質）的客戶及／或客戶顧客的身份資料，以及（就客戶所知而言）交易最終的受益人，或如最終受益人為不同人士，則（就客戶所知而言）為最初發出交易指示的該方；

(b) 如果客戶就一項集體投資計劃、全權委託戶口或全權委託信託進行交易，客戶須應中信期貨國際的要求（要求應列明規管人的有關聯絡詳情（如有）），即時通知規管人集體投資計劃、全權委託戶口或全權委託信託的身份資料，以及代表集體投資計劃、全權委託戶口或全權委託信託最終發出交易指示的該等人士的身份資料；

(c) 如果客戶就一項集體投資計劃、全權委託戶口或全權委託信託進行交易，彼須在可行情況下，於其代表集體投資計劃、全權委託戶口或全權委託信託的投資全權委託失效時，盡快通知中信期貨國際。彼亦須應中信期貨國際的要求（要求應列明規管人的有關聯絡詳情（如有）），即時通知規管人最初發出交易指示或（若適用）指示以至該等交易指示被發出的人士的身份資料；

(d) 如果客戶知悉其客戶為相關客戶的中介人，而並不知悉為其進行交易的該相關客戶的身份資料，彼確認：(i)彼與其客戶已作出安排，於被要求時有權即時從客戶取得第 3.3(a)、(b)及(c)條列明的資料，或促使取得該等資料；及(ii)彼將應中信期貨國際的要求，就有關交易即時向對其發出進行交易指示的客戶，要求取得該等資料，並於從其客戶取得或促使取得該等資料後，隨即向規管人提供該等資料；及

(e) 如果客戶處於具備客戶保密法例的司法管轄區，彼同意根據此第 3 條披露資料。如果客戶代表其顧客行事，而有關保密法禁止作出披露，客戶將促使取得該宗交易最終受益人的同意，根據此第 3 條披露任何的資料。此外，客戶作為中信期貨國際的一名客戶，同意豁免任何適用客戶保密法例所提供的保障，或客戶作為一名對手方或中介人，同意促使相關之交易最終受益人對該等保障作出書面豁免。

Without prejudice to the generality of Clause 3.1, the Customer agrees that, where CFI has received a request or enquiry from the Regulators in relation to the Customer, any Account or any transaction relating to the Customer, the following provisions shall apply:

(a) Subject as provided below, the Customer shall, immediately upon request by CFI (which request shall include the relevant contact details of the Regulators), inform CFI (for transmission to the Regulators) or the Regulators directly of the identity information of the Customer and/or the clients of the Customer for whose account the transaction was effected (whether on a discretionary or non-discretionary basis) and (so far as known to the Customer) of the ultimate beneficiary(ies) in the transaction, or if different from the ultimate beneficiary(ies) and (so far as known to the Customer) of the party who originated the Instructions for the transaction;

(b) If the Customer effected the transaction for a collective investment scheme, discretionary account or discretionary trust, the Customer shall immediately upon request by CFI (which request shall include the relevant contact details of the Regulators if available)

inform the Regulators of the identity information of the collective investment scheme, discretionary account or discretionary trust, and those of the person(s) who ultimately originate the Instruction in relation to the transaction on behalf of the collective investment scheme, discretionary account or discretionary trust;

(c) If the Customer effected the transaction for a collective investment scheme, discretionary account or discretionary trust, he shall as soon as practicable inform CFI when his discretion to invest on behalf of the scheme, account or trust has been overridden. He shall also immediately upon request of CFI (which request shall include the relevant contact details of the Regulators if available) inform the Regulators the identity information of the person(s) who ultimately originated the Instruction in relation to the transaction or, as applicable, given any Instructions resulting in such Instructions being given;

(d) If the Customer is aware that his client is acting as an intermediary for underlying client(s), and in the event that the Customer does not know the identity information of the underlying client(s) for whom the transaction was effected, he confirms that: (i) he has arrangements in place with his clients which entitle the Customer to obtain the information set out in Clauses 3.3(a), (b) and (c) from his clients immediately upon request or procure that it be so obtained; and (ii) he will, upon request from CFI in relation to a transaction, promptly request such information from his clients on whose Instructions the transaction was effected, and provide the information to the Regulators as soon as received from his clients or procure that it be so provided; and

(e) If the Customer is based in a jurisdiction with client secrecy laws, he consents to the disclosure of information in accordance with this Clause 3. In circumstances where he acts for the account of clients and such secrecy laws prohibit disclosure, the Customer will procure the consent of the ultimate beneficiary(ies) of the transaction to the disclosure of any information in accordance with this Clause 3. In addition, the Customer agrees to waive, as a client to CFI, the protections afforded by any applicable client secrecy laws, or as a counterparty or intermediary, he agrees to procure the written waiver of the relevant ultimate beneficiary(ies) to such protections.

3.4 另外，客戶承諾在中信期貨國際於任何時間及不時要求下向其提供有關客戶的身份資料、財政狀況和其他中信期貨國際要求的資料（包括任何戶口及／或透過戶口進行的交易的最終受益人的身份資料）。當所提供或與本協議有關的資料有任何重大變化時，客戶及中信期貨國際均各自向對方承諾通知對方有關變化。

In addition, the Customer undertakes to supply to CFI on demand at any time and from time to time such identity information, financial and other information in relation to the Customer (including the identity information of any ultimate beneficiary in respect of the Account and/or any transaction effected under the Account) as CFI may request. Each of the Customer and CFI undertakes to notify the other in the event of any material change to the information provided in or in connection with the Agreement.

3.5 客戶在此第 3 條項下的責任於任何交易完成後或本協議終止後依然生效。

The Customer's obligations under this Clause 3 shall survive notwithstanding completion of any transaction or termination of the Agreement.

3.6 如果客戶未能履行此第 3 條規定的責任，中信期貨國際必須按照證監會的要求拒絕代表客戶進行交易。再者，如果中信期貨國際，未能遵守期交所規則第 606(a)或 613(a)條關於客戶交易的披露要求，期交所的行政總裁可要求中信期貨國際，將任何或全部由中信期貨國際代表客戶持有的持倉進行平倉（或要求結算所進行該等平倉）或對由中信期貨國際將代表客戶持有的任何或全部持倉徵收保證金附加費。

CFI is required by SFC to refuse to effect transactions on behalf of the Customer if the Customer fails to comply with its obligations under this Clause 3. Further, if CFI fails to comply with the disclosure requirements under Rule 606(a) or 613(a) of the HKFE Rules with respect to any transaction relating to the Customer, the Chief Executive of HKFE may require CFI to close out any or all the open positions held by CFI on behalf of the Customer (or require the clearing house to effect such closing out) or impose a Margin surcharge on any or all the positions held by CFI on behalf of the Customer.

4. 服務及指示 Services and Instructions

4.1 客戶僅此委任並授權中信期貨國際作為代理人按照及依據指示為戶口買入及賣出期貨及期權、將之平倉或以其他方式處置（受規管活動第二類）。客戶進行本文所述的交易時乃代表其本人行事（並不為任何其他人士的利益行事）。如客戶代表任何其他人士根據本協議向中信期貨國際作出指示，中信期貨國際就所有用意及目的而言將視客戶為其唯一客戶，而客戶仍須對該交易負責。

The Customer hereby appoints and authorizes CFI as agent to buy, sell, close out and/or otherwise dispose of Futures and Options (Type 2 regulated activity) for the Account in accordance with and in reliance on the Instructions. The Customer is acting on its own account (and not for the benefit of any other person) in relation to transactions hereunder. If the Customer is acting on behalf of any other person when instructing CFI pursuant to the Agreement, CFI shall nonetheless treat the Customer as its only customer for all intents and purposes and the Customer shall remain liable as such.

4.2 儘管第 4.1 條之約定，中信期貨國際擁有全權及絕對酌情權拒絕接受任何指示而毋須給予任何理由，亦毋須因其不接受或履行此等指示或未有通知客戶此等不接受指示之原因而所引起或與其有關的損失而負責。在不損前述一般性的前提下，中信期貨國際可於以下情況拒絕執行有關指示：

(a) 任何指示不清晰、或中信期貨國際收到矛盾指示、或中信期貨國際真誠地相信有關指示涉及欺詐、偽造或未經授權或若執行該指示會違反對客戶、獲授權人及／或中信期貨國際適用的法律或規例；或

(b) 客戶並未向中信期貨國際提供充足的即時可動用資金或商品以用作結算有關交易，並使中信期貨國際對此感到滿意。除非中信期貨國際已實質收到有關資金或商品，並其不受任何條件及債權負擔所限，否則將不被視為即時可動用。客戶謹此不可撤回地授權中信期貨國際及其持牌代表執行結算戶口的指示或根據協議代客戶進行期貨或期權交易的指示或以其他方式使之生效，包括將所得淨額收益存入或轉賬至客戶指定的結算戶口或其他銀行戶口。

Notwithstanding Clause 4.1, CFI shall be entitled, at its sole and absolute discretion to refuse to accept any Instructions and shall not be obliged to give reasons for such refusal and shall not be liable to the Customer for any loss arising out of or in connection with its not accepting or acting on any Instructions or omitting to notify the Customer of such refusal. Without prejudice to the generality of the foregoing, CFI may refuse to so act:

(a) if any Instructions are unclear or if CFI receives conflicting Instructions, or if CFI believes, in good faith, that Instructions are fraudulent, forged or unauthorized or that acting on any Instructions may be in breach of any law or regulation applicable to the Customer, the Authorized Person and/or CFI; or

(b) unless it is satisfied that the Customer has provided CFI with sufficient immediately available funds or commodity to settle the relevant transaction. The relevant funds or commodity will not be regarded as immediately available until CFI has actually received them free from any conditions or encumbrances. The Customer irrevocably authorizes CFI and its licensed representatives to execute or otherwise give effect to each Instruction for the settlement of the Account or of a Futures or Option transaction executed on behalf of the Customer pursuant to the Agreement, including the deposit or transfer of amounts of the net proceeds to the Settlement Account or other bank account(s) designated by the Customer.

4.3 如客戶及／或獲授權人多於一人組成，中信期貨國際可接納及進行任何其中一人下達的指示。

Where the Customer and/or the Authorized Person consists of more than one person, Instructions from any one of such persons may be accepted and acted on by CFI.

4.4 儘管客戶與中信期貨國際就規管戶口之操作簽訂之開戶書或其他協議之條款另有規定，中信期貨國際獲授權（但並無義務）接納及履行任何透過電話、電子或其他媒介給予的就有關任何期貨及期權交易或戶口之款項轉移或任何關於本協議其他目的的指示。任何有關戶口或本協議指示若由任何能報上或鍵入戶口之號碼或中信期貨國際編配予客戶之私人密碼、並能提供中信期貨國際可能要求的其他資料（包括任何數碼證書或數碼簽署）之人士所發出，該指示將視為由客戶發出的適當、有效及對客戶有約束力之指示。

Notwithstanding the terms of the mandate or other agreement between the Customer and CFI governing the operation of the Account, CFI is authorized, but is not obliged, to accept and act upon Instructions given through telephone or electronic or other means in connection with any Futures and Options transaction or for transfer of funds to or from the Account or for any other purpose in connection with the Agreement. Any Instruction in connection with the Account or the Agreement shall be deemed to be proper, valid and binding Instructions from the Customer if given by any person quoting or inputting the account number of the Account or the personal identification number (“PIN”) assigned by CFI to the Customer, and producing such other information (including any digital certificate or digital signature) as may be required by CFI.

4.5 中信期貨國際視所有給予的指示為完全授權、可受依賴及對客戶具約束力，不論給予指示當時之情況或該等指示之性質或數額，及該等指示有任何錯誤、誤會、缺乏清晰、傳達錯誤、欺詐、偽造或未被授權（惟由香港具管轄權法院經最終及司法

程序確定中信期貨國際之嚴重疏忽、欺詐或蓄意過失則屬例外)。客戶同意對中信期貨國際有明確責任，以防止其收到欺詐、偽造、錯誤或未被授權的指示。中信期貨國際沒有責任查詢指示之真實性或證實發出或聲稱發出指示人士之身份、權力或真誠。

CFI may treat all Instructions received as fully authorized, completely reliable and binding on the Customer regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, error in transmission, fraud, forgery or lack of authority in the terms of such Instructions except in the case of gross negligence, willful misconduct or fraud on the part of CFI and finally and judicially determined by a competent court in Hong Kong. The Customer agrees that it is under an express duty to the CFI to prevent any fraudulent, forged, erroneous or unauthorized Instructions being given. CFI shall be under no duty to inquire into the authenticity of any Instructions or the identity, authority or good faith of the person giving or purporting to give any Instructions.

- 4.6 客戶茲無條件地及不可撤回地同意全數彌償中信期貨國際，並確保中信期貨國際不會（不論是直接或間接）由於按照本條款的規定同意行動及／或執行指示而受損害或蒙受損失。

The Customer hereby unconditionally and irrevocably agrees to fully indemnify CFI, on demand, and holds CFI harmless from and against all loss in connection with, directly or indirectly, CFI's agreeing to act and/or acting on Instructions hereunder.

- 4.7 除非另有指明，中信期貨國際為客戶的執行代理人，且不會在執行代理人工作範疇內對客戶或代表客戶訂立的任何賣出、買入期貨及期權、將之平倉或以其他方式處置的交易的價值、特點或適合性作任何保證。儘管前文所述，客戶確認及同意中信期貨國際可為其本身或其任何聯屬人進行買賣交易；而中信期貨國際的董事、高級職員或僱員亦可為其本身進行買賣交易。如果中信期貨國際作為一項交易的主體，則將會在有關交易單據中向客戶作出披露。為免存疑，中信期貨國際毋須就本協議項下進行的交易提供投資意見，並且中信期貨國際不應被視為已提供任何投資意見。

Unless otherwise specified, CFI will act as the execution agent of the Customer and does not warrant to the Customer the value, merit or suitability of any transaction for the sale, purchase, closing out or other disposal of Futures and Options entered into by or on behalf of the Customer within the working scope of execution agent. Notwithstanding the aforesaid, the Customer acknowledges and agrees that CFI may trade on its own account or on the account of any of its Affiliates and the directors, officers or employees of CFI may trade on their own account. Where CFI acts as principal in relation to a transaction, this will be disclosed to the Customer in the relevant contract note. For the avoidance of doubt, CFI is not obliged to give investment advice regarding the transactions contemplated by the Agreement and CFI shall not be deemed or taken to have given any investment advice.

- 4.8 中信期貨國際可根據第 4.12 條向客戶招攬銷售或建議期貨期權產品，而客戶可在沒有中信期貨國際的任何招攬或建議或與中信期貨國際的任何招攬或建議不一致的情況下根據第 4.13 條與或通過中信期貨國際進行交易。

CFI may solicit the sale of or recommend a product of Futures or Options to the Customer in accordance with Clause 4.12 and the Customer may enter into transactions with or through CFI without or inconsistent with any solicitation or recommendation from CFI in accordance with Clause 4.13.

- 4.9 本 4.9 條僅適用於專業投資者。當符合資格的客戶在表格中選擇該服務時且不損害第 4.12 和 4.13 條的前提下，中信期貨國際可全權酌情決定不時在該條例下向客戶提供其 5 號牌照範圍內之投資意見和研究報告服務。在就中信期貨國際提供予客戶的任何投資意見作出任何指示時，客戶保證及聲明其已獲取及瞭解相關產品資料。

This Clause 4.9 applies to Professional Investor Only. Upon choice of the qualified Customer in the Form and without prejudice to Clause 4.12 and Clause 4.13, CFI may, at its sole and absolute discretion, provide Investment Advice and research reports within the scope of its Type 5 licence under the Ordinance to the Customer from time to time. In giving any instruction which relates to any Investment Advice provided by CFI to the Customer, the Customer warrants and represents that it has obtained and understood the relevant product information.

- 4.10 向客戶提供有關任何產品或服務的任何廣告、產品資料、市場資料或其他資料，其本身不會構成招攬銷售或建議任何產品或服務。

Making available to the Customer any advertisements, product information, market information or other information relating to a product or service shall not, by itself, constitute solicitation of the sale or recommendation of any product or service.

- 4.11 除本商業條款或其他有關任何產品的條款及細則所訂明者外，中信期貨國際並無任何義務就其並無向客戶分銷或提供的產品作出任何關於購買或銷售的服務或提供相關意見。
- Unless otherwise specified in these Terms and Conditions or in other terms and conditions in relation to any product, CFI does not have any obligation to make available any service or providing advice in relation to the purchase or sale of products which CFI does not distribute or offer to Customers.
- 4.12 假如中信期貨國際向客戶招攬銷售或建議任何金融產品，該金融產品必須是中信期貨國際經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他中信期貨國際可能要求客戶簽署的文件及中信期貨國際可能要求客戶作出聲明概不會減損本條款的效力。
- If CFI solicit the sale of or recommend any Financial Product to the Customer, the Financial Product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document CFI may ask the Customer to sign and no statement CFI may ask the Customer to make derogates from this clause.
- 4.13 如客戶在沒有中信期貨國際的任何招攬或建議或與之不一致的情況下與中信期貨國際進行購買及／或出售產品的交易，中信期貨國際將沒有任何義務或責任評估該產品是否適合客戶或確保其適合客戶。客戶知悉及同意，客戶應全權負責評估及自行確認交易為適合自己。於本條中所列明的中信期貨國際的義務或責任的限制將會受制於所有適用法律。
- If the Customer enters into a transaction with CFI to buy and/or sell a product without or inconsistent with any solicitation or recommendation from CFI, CFI will not have any obligation or duty to assess whether or ensure that the product is suitable for the Customer. The Customer acknowledges and agrees that it is the Customer's sole responsibility to assess and to satisfy itself that the transaction is appropriate for the Customer. Any limitation of CFI's obligation or duty in this clause is subject to compliance with all applicable laws.
- 4.14 以遵守第 4.12 條為前提下，中信期貨國際對客戶進行的任何交易的價值或結果不會做出任何明示或暗示的聲明或保證。
- Subject to Clause 4.12, no representation or warranty is given by CFI (expressly or by implication) as to the value or result of any transaction entered into by the Customer.
- 4.15 客戶確認，中信期貨國際向客戶提供的任何市場或其他資訊或意見雖然基於公眾通常可獲得的資訊及來自中信期貨國際認為可靠的來源，但該等意見及資訊可能並不完整和未經查證，並可能在未有通知客戶的情況下改變。以遵守條款第 4.12 條為前提，對於該等意見及資訊是否準確或正確，中信期貨國際不向客戶作出聲明、保證或擔保，及客戶確認，在進行任何交易時，中信期貨國際不向客戶作出任何交易的預期表現或結果的任何保證。
- The Customer acknowledges that any market or other information or views communicated to the Customer by CFI, although based upon information generally available to the public and from sources believed by CFI to be reliable, may be incomplete, may not be verified and may be changed without notice to the Customer. Subject to Clause 4.12, CFI makes no representation, warranty or guarantee to the Customer with respect to the accuracy or correctness of such views and information, and the Customer acknowledges that in entering into any transaction, CFI is not making any representation as to the credit quality of any counterparty or any assurance as to the expected performance or result of any transaction.
- 4.16 中信期貨國際可根據其絕對酌情權決定以何種形式透過任何交易所或結算所的參與者、或有關市場的經紀或代理、或任何其他人士（不論是否以任何形式與中信期貨國際有聯繫）為客戶執行客戶的交易。在所適用法律允許的前提下，中信期貨國際將有酌情權以要求、接受、保留和提供任何源自有關交易中與佣金、報酬、利潤、回扣、非資金利益有關之利益或其它利益而毋須就此等利益向客戶作出任何交代。中信期貨國際將毋須為該等行動及遺漏該等人士負上責任。
- CFI may effect transactions for the Customer in such manner and through any participants of any exchange or clearing house, or brokers or agents in the relevant markets, or any other person (whether associated in any manner with CFI or otherwise) as CFI may absolutely decide. Subject to the applicable laws, CFI shall, at its discretion, be entitled to solicit, accept, retain and offer any benefits relating to commission, remuneration, profit, rebate, soft dollars or other benefit resulting therefrom and will not be accountable to the Customer for such benefits. CFI will not be liable to the Customer for the acts and omission of any such persons.

- 4.17 客戶承諾：
- (a) 確保其私人密碼保持機密及其數碼證書妥善保管；
 - (b) 若客戶得悉或懷疑有任何未經授權的披露或取得其私人密碼或數碼證書，或有未經允許之交易進行，會按實際情況儘快通知中信期貨國際；
 - (c) 會定期修改密碼。
- The Customer undertakes to:
- (a) keep his PIN secret and his digital certificate safe and secured;
 - (b) inform CFI as soon as reasonably practicable if the Customer knows or suspects of any unauthorized disclosure of or access to his PIN or digital certificate or that unauthorized transactions have been effected;
 - (c) change password regularly.
- 4.18
- (a) 客戶不會及不會試圖在任何禁止中信期貨國際提供服務或禁止客戶使用該等服務或中信期貨國際不能對客戶執行此等條款的國家或司法管轄區使用任何中信期貨國際的服務；
 - (b) 客戶確認及同意彼並不擁有任何市場數據的專有權益，亦不擁有為了任何服務（包括下列第 14 條提及的電子交易服務）由中信期貨國際提供的系統部件組成的電腦軟件存續的知識產權。客戶亦保證不會及不會試圖對任何與中信期貨國際服務相關的任何電腦軟件或部件部分進行還原工程、分拆、解編、改動、損毀、銷毀或以其他方式改動；
 - (c) 客戶在透過電子媒介使用中信期貨國際的任何服務時，會採取合理審慎措施，包括每次通過電腦使用完任何中信期貨國際的服務後，當離開瀏覽器時，確保瀏覽器的記憶體內的資料已被馬上清除，及盡快關閉瀏覽器。
- (a) The Customer will not, and will not attempt to, access to the services of CFI in any country or jurisdiction where the offering of the same by CFI or the use of the same by the Customer is not lawful or where these Terms and Conditions may not be enforceable by CFI against the Customer;
 - (b) The Customer acknowledges and agrees that he has no proprietary interests in any of the market data, nor in the intellectual property rights that subsist in any computer software comprised in the component parts made available by CFI for the purpose of any services (including the electronic trading services referred to in Clause 14 below). The Customer also undertakes that it will not, and will not attempt to, reverse engineer, decompile, disassemble, alter, damage, destroy or otherwise tamper with any software or component parts relating to any service of CFI;
 - (c) The Customer will take reasonable precautions in using any service of CFI through electronic means, including ensuring that the browser cache memory will be cleared as soon as he signs off each time after having gained access to any service of CFI through use of computer and he will exit the browser immediately after each use of any service of CFI through use of computer.
- 4.19 中信期貨國際可接受客戶向中信期貨國際遞交並獲中信期貨國際認可的核證機關頒發的數碼證書所證明的數碼簽署。中信期貨國際可將此數碼簽署視作有關人士的親筆簽名。
- CFI may accept the digital signature of the Customer supported by a digital certificate tendered to CFI issued by such certification authority as may be acceptable to CFI. CFI is entitled to treat such digital signature as the manual signature of the relevant person.
- 4.20 如果有關的數碼證書已在儲存庫內公佈，中信期貨國際可假設由客戶或代表客戶遞交之數碼證書內的資料均為正確。
- CFI may presume the correctness of the information contained in a digital certificate tendered by or on behalf of the Customer if the relevant digital certificate was published in a repository.
- 4.21 客戶特此授權中信期貨國際行使或避免任何中信期貨國際認為需要或合宜的行動，以符合適用法律及規例及／或防止或補救違反事項，中信期貨國際不應就任何行動或無法行事而產生或與此有關的任何申索、損失及損毀（不論是直接或間接）為客戶負責。
- The Customer hereby authorizes CFI to do or refrain from doing anything that CFI deems necessary or desirable for the purposes of compliance with applicable laws and regulations and/or to prevent or remedy a breach thereof, and CFI shall not be liable to the Customer for any claims, losses or damages arising (directly or indirectly) out of or in connection with any such action or failure to act.

- 4.22 客戶承諾不參與任何導致客戶、中信期貨國際、其代理人、員工或聯屬人違反適用法律及規例的行為，並應彌償、保護及使中信期貨國際、其主管人員、員工及代理人不受客戶在此協議的法律責任下任何違反適用法律及法例的行為而產生或與此有關的任何損失、申索、損毀及責任而產生或與此有關的損害，包括任何中信期貨國際合理及需要招致的費用。
- The Customer undertakes not to engage in any conduct that will cause the Customer, CFI, its agents, employees or affiliates to be in breach of applicable laws and regulations, and shall indemnify, protect and hold CFI and its officers, employees and agents harmless in respect of any losses, claims, damages and liabilities arising out of or connected with any breach by the Customer of its obligations under this Agreement including any costs reasonably and necessarily incurred by CFI.
- 4.23 客戶不可撤銷地同意承擔中信期貨國際代表客戶所進行的及/或按客戶指示所進行的任何及/或全部交易的所有責任。客戶不可撤銷地同意承擔一切因上述交易而產生或與上述交易相關的義務及責任(包括但不限於任何損失)。
- The Customer irrevocably agrees to accept full responsibility for any and/or all transactions affected by CFI on behalf of the Customer and/or upon the Instructions of the Customer, and the Customer irrevocably agrees to be liable to the obligations and liabilities (including but not limited to any loss incurred) in its entirety arising out of or in connection with the aforesaid transactions.
- 4.24 客戶知悉及同意中信期貨國際可代表客戶及/或按客戶指示透過及/或與任何交易所及/或結算所的參與者、機構及/或任何交易對手進行交易(以下統稱「交易對手」)。無論交易對手視中信期貨國際為客戶、主事人、代理人或任何其他身份，客戶同意中信期貨國際在任何及/或全部透過交易對手代表客戶進行及/或按客戶指示進行的交易中的身份於任何時候均為客戶的代理人，除非中信期貨國際於相關的成交單據中另有披露，否則於任何時候客戶本人是該等交易的主事人。
- The Customer acknowledges and agrees that CFI may affect transactions on behalf of the Customer and/or upon the Instructions of the Customer with and/or through any participants of any exchange and/or clearing house, agency and/or any counterparty (collectively, "Counterparties"). Regardless of whether the Counterparties treat CFI as client, principal, agent or in any other capacity for any and/or all transactions, the Customer agrees that CFI is acting as the Customer's agent at all times for any and/or all transactions affected by CFI on behalf of the Customer and/or upon the Customer's Instructions through the Counterparties and the Customer is the principal of these transactions at all times unless CFI disclosed otherwise to the Customer in the relevant contract note.
- 4.25 無論交易對手視中信期貨國際為客戶、主事人、代理人或任何其他身份，就所有針對中信期貨國際、其聯屬人、代理人、高級職員及/或雇員的任何一人直接或間接因執行客戶指示而作出的所有申索、要求、訴訟、責任及進行的法律程式，客戶同意立即按要求全數彌償及承擔任何中信期貨國際、其聯屬人、代理人、高級職員及雇員因而蒙受或招致的一切損失(包括彌償全數法律費用)，惟事件涉及中信期貨國際經由法院按司法程式裁決為嚴重疏忽、欺詐或蓄意過失則屬例外。
- Regardless of whether the Counterparties treat CFI as client, principal, agent or in any other capacity for any and/or all transactions, the Customer agrees to fully indemnify and hold harmless each of CFI, its Affiliates, agents, officers and employees, on demand, against all claims, demands, actions, liabilities, proceedings against any of them and all loss (including legal fees on a full indemnity basis) which CFI, its Affiliates, agents, officers and/or employees may suffer or incur directly or indirectly in connection with the execution of the Customer's Instruction save and except for those resulting from gross negligence, fraud or willful default (as judicially determined by a court of law) on the part of CFI.

5. 交易慣例 Dealing Practices

- 5.1 中信期貨國際在適當考慮過市場慣例、適用規例及對所有客戶是否公平之後，可全權酌情決定在執行指示時的優先次序。
- CFI may in its sole discretion determine the priority in the execution of Instructions having due regard to market practice, applicable regulations and fairness to all customers.
- 5.2 若中信期貨國際未能訂立指示中指定的數量的期貨合約或期權合約，中信期貨國際可在未有事前知會客戶的情況下，為客戶訂立其認為適合而數量較少的期貨合約或期權合約。客戶應受所訂立的該等合約所約束。
- If CFI shall not be able to enter into such number of Futures Contracts or Option Contracts as specified in an Instruction, CFI may, without prior notice to the Customer, enter into such smaller number of Futures Contracts or Option Contracts as it deems appropriate in the circumstances for the Customer. The Customer shall be bound by such contracts so entered into.

5.3 對於因為通訊設施的損壞、失靈、失常、中斷而導致指示的傳送出現延誤或失敗，或任何其他中信期貨國際無法控制的延誤或失敗，中信期貨國際將毋須承擔責任。

CFI will not be liable for delays or failure in the transmission of Instructions due to breakdown, collapse, malfunction or interruption of communication facilities or for any other delay or failure beyond the control of CFI.

5.4 由於環境的限制及／或現貨及期貨價格或市況迅速轉變，中信期貨國際可能未必能夠全數執行或依照在某個時間的報價或按照「最佳價」或「市價」執行客戶的指示，但客戶仍同意受中信期貨國際真誠地代其進行的有關交易的約束。中信期貨國際不須就本條所預期的原因對任何延誤或未能完全執行任何指示而負責。

By reason of physical restraints and/or rapid changes of spot and futures prices or market conditions, CFI may not always be able to execute Instructions in full or at the prices quoted at any specific time or “at best” or “at market” and the Customer agrees to be bound by such executions affected in good faith by CFI on behalf of the Customer. CFI shall not be liable for any delay or failure to execute any Instruction in full for the reasons contemplated in this Clause.

5.5 取消或修改指示的要求，只可在有關指示獲執行之前作出，並須視乎是否獲中信期貨國際接納（該接納不應被不合理地拒絕）如果在中信期貨國際接納取消指示要求前，有關的指示已經獲全數或部份執行，客戶同意會對由中信期貨國際按照本協議代客戶進行的有關交易負上全部責任。除非有關取消或修改指示的要求已獲中信期貨國際接納，否則該指示於中信期貨國際收到指示的交易日當天仍屬有效。若該指示在該交易日結束前未獲執行，該指示將自動失效（中信期貨國際另行同意的情況下除外）。

Request to cancel or amend an Instruction is only possible before it has been executed and is subject to acceptance by CFI (such acceptance not to be unreasonably withheld). In the case of full or partial execution of any Instruction before the request for cancellation has been accepted by CFI, the Customer agrees to accept full responsibility for the transactions which are affected by CFI on behalf of the Customer in accordance with the Agreement. Instructions are, unless accepted by CFI for cancellation or amendment, good for the trading day on which it was received by CFI and shall lapse if not executed by the end of such trading day unless otherwise agreed by CFI.

5.6 客戶有責任向中信期貨國際查詢其任何指示是否已獲執行。受制於表格中相關聲明，在替客戶執行指示後，中信期貨國際將按照適用法律、規例及守則規定向客戶發出交易確認、定期結單總結客戶的賬戶於結單涵蓋有關期間內透過戶口所進行的交易，以及其他收據或記錄。但若於有關期間戶口中未有任何交易或收益或開支項目及戶口中並無任何結欠或持倉或抵押品，則中信期貨國際可不發出任何定期結單。除上述交易確認及結單外，中信期貨國際並無義務另行通知客戶其指示是否已獲執行。客戶同意以郵寄或電子媒介接收任何確認書、定期結單、收據或記錄。客戶亦同意其有全部責任確保每一交易確認及結單按一般傳達所需之時間內收妥。如果客戶並未收到有關文件，客戶隨即有責任向中信期貨國際查詢和取得該等文件。客戶承諾從中信期貨國際收到每一交易確認書及定期結單後核實其準確性，並於每一交易確認書及定期結單規定的有關期限前通知中信期貨國際交易確認書或定期結單是否存在任何客戶宣稱的差異、遺漏、錯誤。若中信期貨國際並無於有關時限內收到客戶任何通知，中信期貨國際的記錄及在交易確認書或定期結單中所列明的記錄，在並無任何明顯錯誤及毋須再取得進一步的證據下，將對客戶而言為確證及具約束力。

It is the responsibility of the Customer to check with CFI as to whether any of his Instructions has been executed. Subject to the relevant declaration in the Form, following execution of an Instruction, CFI will send a confirmation of transaction, periodic statements summarizing the transactions effected through the Account over the period covered by the relevant periodic statement, and such other receipts or records, in each case in accordance with the applicable laws, regulations and codes of conduct. However, CFI may not send any periodic statement if there is no transaction or revenue or expense item in the Account and the Account does not have any outstanding balance or holding of positions or collateral during the relevant period. Save and except for such confirmation of transaction and periodic statements, CFI shall not be obliged to notify the Customer separately as to whether an Instruction has been executed. The Customer agrees to receive any confirmation of transaction, periodic statement, receipt or record by post or electronic means. The Customer further agrees that it is his sole responsibility to ensure that every confirmation of transaction and periodic statement is received in due time according to the ordinary course of transmission and to immediately enquire with and obtain the same from CFI if not duly received. The Customer undertakes to verify the correctness of each confirmation of transaction and each periodic statement and to notify CFI, within the relevant time limit set out in each confirmation of transaction and each periodic statement, of any discrepancies, omissions or errors alleged by the Customer. If CFI does not receive any such notification from the Customer within

the relevant time limit, CFI's records and the details of the confirmation of transaction or periodic statement shall, in the absence of any manifest errors, be conclusive and binding on the Customer without further proof.

- 5.7 客戶茲同意中信期貨國際可就客戶或任何獲授權人與中信期貨國際之間的交談錄音，而任何該等錄音記錄將構成所記錄的指示或對話之確實的證據及具約束力。

The Customer hereby agrees that CFI may use voice recording procedures in connection with communications between the Customer or any of the Authorized Persons and CFI and any such voice record shall constitute conclusive and binding evidence of the Instructions or conversations so recorded.

- 5.8 中信期貨國際可在未有通知客戶的情況下，並按照任何適用法律、法規及守則的規定下，將客戶的指示、其他顧客的指示、中信期貨國際本身的指示、其聯屬人的指示或與中信期貨國際有關的其他人士的指示結合執行。若期貨合約或期權合約數量不足以應付結合指示盤，則交易將按照任何適用法律、法規及守則的規定，優先分配予中信期貨國際的客戶，然後才分配予中信期貨國際本身或其聯屬人或與中信期貨國際有關的其他人士，並應參照中信期貨國際收到客戶指示的先後次序行事。CFI may, without prior reference to the Customer and subject to any applicable laws, regulations and codes of conduct, combine for execution the Customer's Instructions with the orders of other customers, CFI's own orders, the orders of any Affiliates or any other person related to CFI. Where there are insufficient Futures Contracts or Option Contracts to satisfy the orders so combined, the transactions shall be allocated in accordance with applicable laws, regulations and codes of conduct always giving priority to orders of the customers of CFI over those of CFI or its Affiliates or related persons and with due regard to the time sequence in which such orders were received by CFI.

- 5.9 中信期貨國際須應要求，向客戶提供或促使提供客戶根據本協議條款指示中信期貨國際代為買賣或出售有關衍生產品的詳細說明及任何產品書或其他募集文件。

CFI shall upon request provide or procure to provide to the Customer product specifications and any prospectus or other offering document in relation to any derivative products which the Customer instructs CFI to purchase or sell on the Customer's behalf pursuant to the terms of the Agreement.

- 5.10 客戶確認並同意，中信期貨國際可在符合該條例及任何適用法律、法規及守則的情況下，不論是為中信期貨國際本身或代表任何其聯屬人或其他中信期貨國際的其他顧客，就任何買賣交易採取與客戶的交易指示相反持倉，但該買賣交易必須是以公平競爭的方式並根據期交所的規則在期交所或透過期交所的設施而執行的，或是透過任何其他商品、期貨或期權交易所的設施並根據該等交易所的規則而執行。

The Customer acknowledges and agrees that, subject to the provisions of the Ordinance and any applicable laws, regulations and codes of conduct, CFI may take the opposite position to the Customer's Instruction in relation to any transaction, whether on CFI's own account or for the account of any of its associated company or other clients of CFI, provided that such trade is executed competitively on or through the facilities of HKFE in accordance with the HKFE Rules or the facilities of any other commodity, futures or options exchange in accordance with the rules of such other exchange.

- 5.11 客戶確認並同意，中信期貨國際可透過代理人及／或以直接或間接方式與中信期貨國際關聯的對手或透過或與中信期貨國際另一顧客代客戶（不須事先取得客戶同意）執行交易，儘管有可能產生利益衝突。中信期貨國際可代客戶（不須事先取得客戶同意）執行交易，而中信期貨國際或其聯屬人有直接或間接利益（不論重大與否），包括但不限於作為另一方代理人，作為當事人出售其財產，從交易中與其他方及／或客戶收取及保留佣金，在知悉其他相關交易情況下執行交易，作為期貨及期權或其他客戶買賣投資的持有人、經銷人或市場莊家、或參與或對期貨及期權相關的資產持有權益。中信期貨國際如獲得任何該等利益或在事件中產生實際或潛在利益衝突，應採取一切合理步驟確保客戶在事件中獲得公平對待。

The Customer further acknowledges and agrees that CFI may (without the prior consent from the Customer) effect transactions for or on behalf of the Customer through the agency of and/or with a counterparty which is related to CFI whether directly or indirectly (or through or with another customer of CFI) even if a conflict of interest may arise. CFI may also (without the prior consent from the Customer) effect transactions for or on behalf of the Customer in which CFI or its Affiliates has a direct or indirect interest (whether material or not), including but not limited to acting as agent for another party; acting as principal in selling its own property; receiving and retaining commission from other parties to a transaction and/or from the Customer; executing a transaction with prior knowledge

of other related transactions; being a holder, dealer or market maker in Futures and Options or other investments purchased or sold by the Customer, or otherwise participating in or having an interest in the underlying property of Futures and Options. CFI shall take all reasonable steps to ensure the Customer receives fair treatment in the event that CFI has any such interest or in the event of an actual or potential conflict arising.

- 5.12 在交易所進行買賣的期貨及期權交易應受相關市場及交易所的規則管轄，有關在非期交所經營的市場執行之期貨及／或期權交易，該等交易須受其他市場的規則、規定、常規及慣例所管制，因此客戶就該等交易所得到之保障程度及形式，可能與期交所規則所提供予客戶之保障程度及形式有明顯之差異。

Transactions in exchange traded Futures and Options shall be subject to the rules of the relevant markets and exchanges. In respect of Futures or Option transactions which are executed in markets other than those operated by HKFE, such transactions will be subject to the rules, regulations, practices and customs of such other markets with the result that the Customer may have a markedly different level and type of protection in relation to such transactions as compared to the level and type of protection afforded by the HKFE Rules.

- 5.13 中信期貨國際並無責任向客戶披露其於代表任何其他人士進行交易時得悉的資料。

CFI is not under any duty to disclose to the Customer any information which may come to the notice of CFI in the course of its acting in any capacity for any other person.

6. 單一及連續性協議 Single and Continuous Agreement

- 6.1 本協議為連續性並適用於客戶就本協議之主題事項不時與中信期貨國際開立之所有戶口。除非另有協議，每項期貨及期權交易須受本協議及有關交易確認書規管。每份交易確認書均應為本協議之補充，並構成本協議的一部分，並受限於本協議的條款。於所有時間，本協議及所有確認書將構成中信期貨國際與客戶就本協議的主題事項之單一及唯一的協議。

The Agreement shall be continuous and shall cover all Accounts which the Customer may open with CFI from time to time with respect to the subject matter of the Agreement. Unless otherwise agreed, each Futures and Options transaction shall be governed by the Agreement and the relevant confirmation of transaction. Each confirmation of transaction shall be supplemental to and form a part of the Agreement and shall be subject to the terms of the Agreement. At all times, the Agreement and all confirmations shall constitute the single and only agreement between CFI and the Customer with respect to the subject matter of the Agreement.

7. 保證金及變價調整 Margin and Variation Adjustments

- 7.1 在執行任何指示前，客戶應按中信期貨國際單方面所決定及要求的時間內，向中信期貨國際存入及維持保證金。客戶亦應按中信期貨國際不時單方面決定及要求的時間內，向中信期貨國際繳付變價調整。除非及直至客戶已存入及維持中信期貨國際所要求的保證金及／或變價調整，否則中信期貨國際有權拒絕為客戶執行任何指示。中信期貨國際可要求較任何交易所、結算所或經紀所訂明的要求更高的保證金或變價調整。保證金或變價調整追收必須由中信期貨國際接納且不受任何條件限制及無債權負擔的資金或其他資產繳付。客戶承諾不會未經中信期貨國際事先同意而提取已繳存予中信期貨國際的保證金及／或變價調整。

The Customer shall deposit and maintain with CFI the Margin within such time as CFI may solely determine and require before executing any Instruction and shall also pay the Variation Adjustments within such time as CFI may solely determine and require from time to time. CFI shall be entitled to refuse to execute any Instruction for the Customer unless and until the Margin and/or Variation Adjustments required by CFI have been deposited and maintained by the Customer. CFI may require more Margin or Variation Adjustments than that prescribed by any exchange, clearing house or broker. Calls for Margin or demands for Variation Adjustments must be satisfied by funds or other assets acceptable to CFI free from any conditions and encumbrances. The Customer undertakes not to withdraw any Margin deposited with or Variation Adjustments paid to CFI without prior consents of CFI.

- 7.2 客戶須按中信期貨國際的要求，在中信期貨國際不時單方面決定及規定的時間內存入及維持額外的保證金。任何早前的保證金要求均不應對中信期貨國際在任何較後時間改變保證金要求的權利造成限制。保證金要求的變更將適用於所有現存未

平倉的期貨合約及期權合約及所有在中信期貨國際建議該要求的生效日後新訂的期貨合約及期權合約。

Upon requests of CFI, the Customer shall deposit and maintain such additional Margin within such time as CFI may solely determine and require from time to time. No previous Margin requirement shall limit the right of CFI to vary the Margin requirement at any later time. Changes in Margin requirement will apply to all existing open Futures Contracts and Option Contracts at the time of, and all new Futures Contracts and Option Contracts effected after the effective date of such requirement as advised by CFI.

- 7.3 若客戶未能在中信期貨國際單方面規定的時間內或立即於被催繳保證金及／或變價調整時（若中信期貨國際屆時並未規定此等補倉期限）存入及維持中信期貨國際所要求的保證金及／或變價調整，中信期貨國際有權將客戶的任何或所有未平倉合約以任何中信期貨國際單方面決定之方式和價格進行平倉，而毋須進一步通知客戶。在所適用法律法規允許的範圍內，中信期貨國際無責任就客戶未能維持保證金通知客戶。此外，當發生連續兩次（或規管人可能不時要求的催繳次數）未能在中信期貨國際指定的時間就未平倉合約繳付催繳或追收的保證金及變價調整要求，客戶同意中信期貨國際如需要可就所有未平倉合約的詳情向規管人匯報。中信期貨國際可能要求比期交所及／或期交所的清算所指定更高的保證金及／或變價調整，及可以就任何在催繳當時尚未能於中信期貨國際所指定的期間內繳付保證金及／或變價調整的未平倉合約進行平倉。客戶須為中信期貨國際如前述將客戶的未平倉合約平倉而有關的所有損失負責，並須就中信期貨國際因客戶未能按此等條款滿足中信期貨國際的保證金催繳及／或變價調整追收而所承擔或蒙受的所有損失（包括彌償全數法律費用），對中信期貨國際作出彌償。

CFI shall be entitled to close out any or all open positions of the Customer in such manner and at such price as CFI may solely determine without further notice to the Customer if the Customer fails to deposit and maintain such Margin and/or Variation Adjustments within such time as may be solely required by CFI or immediately upon such calls or demands (if CFI does not prescribe such top-up period then). To the extent that the applicable laws and regulations permitted, CFI has no obligation to notify the Customer of his failure to maintain the Margin. In addition, the Customer agrees, if required, CFI may report to the Regulators particulars of all open positions in respect of which two successive calls or demands (or such other number of calls or demands as may be required by the Regulators from time to time) for Margin or Variation Adjustments are not met within the period required by CFI. CFI may require more Margin or Variation Adjustments than that specified by the HKFE and/ or the clearing house of the HKFE and may close out open positions in respect of which any Margin calls and demands for Variation Adjustments are not met within the period specified by CFI at the time of making such calls or demands. The Customer shall be liable for all loss in connection with closing out of the open positions of the Customer by CFI as aforesaid and shall indemnify CFI for all loss (including legal cost on a full indemnity basis) suffered or incurred by CFI in connection with the failure of the Customer to meet Margin calls and/or demands for Variation Adjustments of CFI pursuant to these Terms and Conditions.

- 7.4 在符合適用的法律及規例的前提下，客戶謹此授權中信期貨國際可不時在未有預先通知客戶的情況下，按其絕對酌情權將所有保證金（或其任何部分）或其代客戶持有的任何其他款額轉賬至任何交易所、結算所或經紀的任何戶口，以讓中信期貨國際支付該等交易所、結算所或經紀所追收、要求支付或以任何名義規定的與中信期貨國際為客戶執行的期貨或期權交易有關的任何保證金或其他款項。

Subject to applicable laws and regulations, the Customer hereby authorizes CFI from time to time, without prior notice to the Customer and in its absolute discretion, to transfer all or any part of the Margin or any other amounts held for the Customer's account to any account of any exchange, clearing house or broker to enable CFI to pay any Margin or such other sums of money by whatever name called demanded or required by such exchange, clearing house or broker in connection with Futures or Option transactions executed by CFI for the Customer.

- 7.5 保證金及／或變價調整所帶來或會帶來或衍生或會衍產生的任何利息或其他利益應成為保證金的一部分（惟第 9.5 條規定者除外）。

Any interest or other benefits accrued or to be accrued to or derived or to be derived from the Margin and/or Variation Adjustments shall form part of the Margin except to the extent provided in Clause 9.5.

- 7.6 中信期貨國際在任何時候決定的任何保證金的價值及變價調整的金額，於並無明顯誤差下，應為最終、不可推翻及對客戶具約束力。

The value of any Margin and the amount of any Variation Adjustments at any time determined by CFI shall, in the absence of any

manifest errors, be final, conclusive and binding on the Customer.

7.7 客戶（作為受益擁有人）茲此以第一固定押記方式將其現在及未來在現金保證金及給予任何及全部現金保證金的全部權利、所有權、利益、申索及權益作押記，作為客戶準時償付欠負中信期貨國際的所有債務及責任（包括所有附帶利息（不論在判決前後），以及中信期貨國際追討該等債務及責任所產生的費用、收費及開支），以及客戶不時履行的所有其他責任（不論是實質或待確定的、現在或未來、主要或附屬，以及各別或共同的）（「**保證責任**」）的持續保證。

The Customer, as beneficial owner, hereby charges by way of first fixed charge all its rights, title, benefits, claims and interests, both present and future, in and to any and all of the Cash Margin as continuing security for the due and punctual payment of all indebtedness and liabilities owing by the Customer to CFI (including all interest thereon (whether before or after judgment), and all fees, charges and expenses incurred by CFI for recovering such indebtedness and liabilities) and performance of all other obligations of the Customer from time to time, whether actual or contingent, present or future, primary or collateral, and several or joint (the “**Secured Obligations**”).

7.8 如果第 7.7 條所訂立的作為第一固定押記的保證基於任何原因失效，該項保證將以第一浮動押記方式生效。本 7.8 條所訂立的任何浮動押記（在附加於及不影響按照一般法律產生的浮動押記之情況下）於發生任何下列事件時，將自動轉為一項具體的固定押記：

- (a) 於召開客戶股東會議，考慮通過一項議決案將客戶清盤（如適用）；
- (b) 緊接提交客戶清盤呈請前或客戶宣布破產前；
- (c) 如果客戶未能遵守本協議的責任；或
- (d) 如有任何人士徵取扣押或試圖徵取扣押、執行扣押或暫時扣押全部或部分現金保證金。

If and insofar as the security created by Clause 7.7 shall be ineffective as a first fixed charge for any reason, such security shall take effect as a first floating charge. Any floating charge created by this Clause 7.8 shall (in addition to and without prejudice to the circumstances in which the same shall occur under general law) automatically be converted into a specific fixed charge upon occurrence of any of the following events:

- (a) on the convening of any meeting of the members of the Customer to consider passing a resolution to wind up the Customer (if applicable);
- (b) immediately prior to the presentation of a petition to wind up or declare bankruptcy of the Customer;
- (c) if the Customer fails to comply with its obligations under the Agreement; or
- (d) if any person levies or attempts to levy distress, execution or sequestration against the whole or any part of the Cash Margin.

7.9 除第 7.8 條之外，中信期貨國際可於任何時間及不時以書面通知客戶，就該通知列明的全部或部分現金保證金，將第 7.8 條訂立的任何浮動押記，轉為一項具體的固定押記。

Without prejudice to Clause 7.8, CFI may, at any time and from time to time, by notice in writing to the Customer, convert any floating charge created by Clause 7.8 into a specific fixed charge as regards the whole or any part of the Cash Margin specified in such notice.

7.10 客戶未能在追繳時立即或於到期之前繳付欠負中信期貨國際的債務或責任的任何款項，或客戶未能履行其他客戶的責任時，中信期貨國際及其代名人有權在符合適用的法律及法規的前提下強制執行押記，並且在不就客戶或其他任何人士發出催繳、進一步通知、採取法律程序或任何其他行動的情況下，獲授權以任何其認為合適的方式，保留、管有、撥用及／或運用全部或部分現金保證金而免受任何限制及申索，以清算或解除保證責任，中信期貨國際毋須就和該等保留、管有、撥用及／或運用有關的損失負上任何責任。

Upon default by the Customer in payment on demand or earlier when due of any of the Customer's indebtedness or liabilities to CFI or default by the Customer in performing any other obligations of the Customer, CFI and any nominee of CFI shall, to the extent permitted under applicable laws and regulations, be entitled to enforce the Charge and is authorized, without demand, further notice, legal process or any other action with respect to the Customer or any other person, to retain, take possession of, appropriate and/or apply all or any part of the Cash Margin in or towards settlement or discharge of the Secured Obligations in any way it deems appropriate, free from any restrictions and claims and CFI shall not be in any way liable for any loss in connection with such retention, possession, appropriation and/or application.

7.11 客戶在仍有任何保證責任尚未完全履行之前向中信期貨國際承諾：

- (a) 客戶是並應將會是現金保證金的唯一實益擁有人，而該現金保證金並無任何產權負擔（惟根據本協議設定者除外）；
- (b) 按中信期貨國際可能作出的要求，為押記於香港或其他地方的登記處進行登記，或與中信期貨國際合作，以致中信期貨國際可進行該登記；
- (c) 除非是根據中信期貨國際的書面指示或經中信期貨國際書面同意，不會或不會試圖使現金保證金負有產權負擔、轉讓、出售、處置或以其他方式處理現金保證金；
- (d) 取得有關押記所需的一切政府及其他批准、授權、許可及同意書並維持其充足的效力及有效性，以及作出或促使作出為履行押記規定的客戶責任所需或合宜的一切其他行為或事情；
- (e) 於任何時間應中信期貨國際的要求，作出一切所需行為或事情及簽訂所需文件，以轉讓、完成及／或轉歸根據押記項下押記予中信期貨國際。其代名人或任何人士的任何現金保證金的所有權（費用及開支由客戶承擔），達致獲取押記的全部利益及完成押記，否則中信期貨國際有權在符合適用的法律及法規的前提下，按其酌情權代表客戶或以客戶或其他人士的名義採取中信期貨國際認為合適的行動，以補償或減少該等不履行責任的影響，客戶須按要求立即償還中信期貨國際在此方面作出的任何開支以及連帶的利息；
- (f) 於未獲中信期貨國際事先同意前，不會或不會試圖提取全部或部分現金保證金，惟中信期貨國際毋須就同意該提取而有義務准許任何進一步提取或以任何方式影響中信期貨國際在押記項下的責任，以及該提取權利不得被視為豁免中信期貨國際的權利，包括有關現金保證金餘額的權利；
- (g) 不會採取或遺漏採取任何可能影響押記的有效性或中信期貨國際根據押記所享權利的行動。

The Customer, for so long as any of the Secured Obligations is outstanding, undertakes to CFI:

- (a) that the Cash Margin is and shall be in the sole beneficial ownership of the Customer and free from any encumbrance, except created pursuant to the Agreement;
- (b) to register the Charge in such registry in Hong Kong or elsewhere as CFI may require or cooperate with CFI, to enable CFI to effect such registration;
- (c) not to or attempt to encumber, transfer, sell, dispose of or otherwise deal with any of the Cash Margin except as directed by or with the consent of CFI in writing;
- (d) to obtain and maintain in full force, validity and effect all governmental and other approvals, authorities, licenses and consents required in connection with the Charge, and to do or cause to be done all other acts and things necessary or desirable for the performance of the Customer's obligations pursuant to the Charge;
- (e) at any time at the request of CFI, at the Customer's cost and expense to do and execute all acts or things and documents necessary to transfer, complete and/or vest the title to any of the Cash Margin charged pursuant to the Charge to CFI, CFI's nominee or any person or otherwise for the purpose of obtaining the full benefit of and perfecting the Charge, failing which CFI shall be authorized, to the extent permitted under applicable laws and regulations, to take such action as CFI shall in its discretion consider appropriate on behalf of or in the name of the Customer or otherwise with a view to remedying or mitigating the consequences of any such failure and any moneys expended by CFI in this regard shall be repayable by the Customer to CFI on demand together with default interest on the sums demanded;
- (f) not to withdraw or attempt to withdraw all or any part of the Cash Margin without the prior consent of CFI provided that any consent of CFI for withdrawal shall not oblige CFI to permit any further withdrawal or in any way affect CFI's obligations under the Charge, and no such right of withdrawal shall be deemed to be a waiver of the rights of CFI including CFI's rights in respect of the remaining balance of the Cash Margin;
- (g) not to take or omit to take any action which might prejudice the effectiveness of the Charge or CFI's rights under the Charge.

7.12 任何適用法律加諸於任何即時出售或其他出售權力、出售所得的運用或任何其他權利或按揭的整合或其他產權負擔的限制，均不適用於押記、中信期貨國際、或根據押記給予中信期貨國際的任何產權負擔。

No restrictions imposed by any applicable law on any immediate or other power of sale, application of proceeds or on any other right or on the consolidation of mortgages or other encumbrances shall apply to the Charge, CFI or to any encumbrance given to CFI pursuant to such Charge.

7.13 (a) 在適用的法律及法規容許的情況下，客戶以擔保方式不可撤回地委任中信期貨國際及其任何代表或次代表各自地成為客

戶的真實及合法授權人（其可全權委任代替人及次代表，包括就現金保證金授權獲委任人士作再委任的權力），代表客戶及以客戶或其他人士的名義，簽立、蓋章、交付、行使及以其他方式完成及作出一切該等協議、行為及事情，而該等協議、行為及事情是：

- (i) 就該現金保證金及押記而言客戶可以自行作出者；
- (ii) 根據押記的規定客戶有責任或可能有責任作出；及／或
- (iii) 中信期貨國際可能認為有需要或視作恰當或合宜或有關中信期貨國際完全行使押記賦予的全部或任何權利，以及其使押記具備十足效力及作用的權利。

本授權書聯帶一項權益，為不可撤銷者，直至未完全履行保證責任前仍為不可撤銷。

(b) 客戶追認、確認及同意追認及確認根據本第 7.13 條委任的任何授權人（或任何代替人或次代表）可能合法簽立、蓋章、交付、行使或作出的任何協議、行為或事宜。

(a) To the extent permitted under applicable laws and regulations, the Customer, by way of security, irrevocably appoints CFI and any of its delegates or sub-delegates severally to be the Customer's true and lawful attorney (with full power to appoint substitutes and to sub-delegate, including power to authorize the person so appointed to make further appointments with regard to the Cash Margin) on behalf and in the name of the Customer or otherwise, to execute, seal, deliver, exercise and otherwise perfect and do all such agreements, acts and things which:

- (i) the Customer could itself do in relation to the Cash Margin and the Charge;
- (ii) the Customer is or may become obliged to do under the Charge; and/or
- (iii) otherwise may in CFI's opinion be required or deemed proper or desirable for or in connection with the full exercise of all or any of the rights conferred by the Charge on CFI and its rights to give full force and effect to the terms of the Charge.

This power of attorney is coupled with an interest and is irrevocable and shall remain irrevocable as long as any of the Secured Obligations remains outstanding.

(b) The Customer ratifies and confirms and agrees to ratify and confirm any agreement, act or thing which any attorney (or any substitute or sub-delegate) appointed under this Clause 7.13 may lawfully execute, seal, deliver, exercise or do.

7.14 押記是一項持續保證，不得以任何中期付款或履行全部或部分保證責任以解除，而應為保證責任的最終餘額提供保證。該押記是中信期貨國際現在或其後持有或可用的其他擔保及產權負擔之額外擔保，並不因任何其他擔保及產權負擔（包括現金保證金的其他產權負擔）的存在、失效或不可強制執行所影響，亦不可與之合併，但仍可以強制執行。該押記可毋須事先追討該等擔保及產權負擔，以及毋須對客戶或其他人士作出要求或採取法律程序而強制執行。

The Charge is a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Obligations but shall secure the ultimate balance of the Secured Obligations. The Charge is in addition to, and shall not be affected by nor merge with and may be enforced despite the existence, invalidity or unenforceability of, any other guarantee or encumbrance now or subsequently held by or being available to CFI (including any other encumbrance over the Cash Margin). The Charge may be enforced without prior recourse to any such guarantee or encumbrance and without any demand being made upon or proceedings being taken against the Customer or any other person.

7.15 客戶須向中信期貨國際繳付中信期貨國際列明的款項，不可扣減、作出抵銷、反申索、預扣或受任何條件限制，除非在法律強制要求客戶作出預扣的情況下，客戶須增加繳付款項金額，以確保中信期貨國際實際收取的金額應相等於在沒有作出該等預扣前中信期貨國際應收的金額。

Payments by the Customer shall be made to CFI as specified by CFI without any deduction, set-off, counterclaim, withholding or condition of any kind except that, if the Customer is compelled by law to make such withholding, the sum payable by the Customer shall be increased so that the net amount actually received by CFI is the amount it would have received if there had been no withholding.

7.16 押記的解除或清算是條件的，即客戶或任何其他人士就保證責任作出的保證、產權處置、付款或解除並無受到規避、減少、命令退還或基於任何原因償還，如果該項條件未能達致，中信期貨國際有權強制執行該押記，如同有關解除或清算未曾出現。

Any release, discharge or settlement under the Charge shall be conditional upon no security, disposition, payment or discharge in respect of the Secured Obligations by the Customer or any other person being avoided, reduced, ordered to be refunded or repaid for any reason and if such condition is not fulfilled CFI shall be entitled to enforce the Charge as if such release, discharge or settlement

had not occurred.

7.17 如果中信期貨國際認為客戶或任何其他人士能夠規避繳付款項或以其他方式作廢繳付（於客戶清盤或其他情況下），則就本第 7 條而言，該款項不應視作已經繳付。再者，中信期貨國際可就任何付款、保證或其他產權處置的規避、減少或償還全權酌情決定接受任何申索或妥協。

If CFI considers that an amount paid by the Customer or any other person is capable of being avoided or otherwise set aside (on the liquidation of the Customer or otherwise), then that amount shall not be considered to have been paid for the purposes of this Clause 7. Furthermore, CFI may at its sole discretion concede or compromise any claim that any payment, security or other disposition is liable to be avoided, reduced or repaid.

7.18 中信期貨國際根據該押記收取或追討的所有款項（僅受限於任何對保證責任申索的先後次序及其限度）應按中信期貨國際可不時全權酌情決定的次序運用或存入中信期貨國際可不時全權酌情決定的該戶口而毋須承擔任何責任，目的在於保留其證明其對擁有全部保證責任的權利，而任何款項餘額則應支付予有權收取的人士。如果中信期貨國際於任何時間接獲任何繼後費用及利息的通知，或有影響現金保證金及／或保證責任的任何其他事件或事宜，中信期貨國際可繼續使用客戶的現存戶口或開立一個新戶口，並於中信期貨國際收到該通知當日，其後對戶口的任何付款應視作並非對保證責任任何部分款項的撥付。

All monies received or recovered by CFI pursuant to the Charge shall, subject to any claims ranking in priority to the Secured Obligations to the extent of such priority, be applied in such order as CFI may from time to time at its sole discretion determine or placed to the credit of such Account as CFI may from time to time at its sole discretion determine without any obligation with a view to preserving its rights to prove for the whole of the Secured Obligations, and any surplus shall be paid to those who are so entitled. If at any time CFI receives notice of any subsequent Charge or interest or any other event or matter affecting the Cash Margin and/or the Secured Obligations, CFI may continue any existing Accounts of the Customer or open a new Account and any subsequent payments in shall be deemed not to be appropriated towards payment of any part of the Secured Obligations at the date when CFI receives the said notice.

7.19 本第 7 條賦予中信期貨國際的權利為累積性的，並不應免除或限制任何其他權利，並且應為法律所規定的權利及補償以外的權利。

The rights of CFI under this Clause 7 are cumulative and do not exclude or restrict any other rights and are in addition to the rights and remedies provided by law.

8. 交易 Transactions

8.1 中信期貨國際或其代理人或聯屬人根據本協議的條款代表客戶在世界上任何地方執行的期貨及期權交易將受限於下列各項及客戶亦須受下列各項所約束：

- (a) 本協議之條款；
- (b) 政府機關及具司法管轄權的監管機構頒佈且當時適用於交易及／或中信期貨國際的所有適用法律及法規、守則及指引，包括但不限於該條例及證監會發出的守則及指引；
- (c) 交易在於香港或其他地區執行交易的交易所、結算所或市場當時有效的章程、規則、規例、常規、慣例、習慣、裁定及釋義；
- (d) 香港或與期貨及期權交易、交收及催繳保證金及／或變價調整款項的支付和交付有關的其他地區的銀行規例、常規及慣例；及
- (e) 中信期貨國際的程序及政策。

不論前文所述，若本協議之條文與以上(b)至(d)條文所述之間有任何抵觸或矛盾，則以後者為準。中信期貨國際毋須因其或其代理人或聯屬人為遵從第 8 條而所作的行為向客戶負責。

Futures and Option transactions executed by CFI or its agents or Affiliates on behalf of the Customer under the Agreement anywhere in the world will be subject to and the Customer shall be bound by:

- (a) the terms of the Agreement;
- (b) all applicable laws and regulations, and codes and guidelines issued by government agencies and regulatory bodies of competent

jurisdiction then applicable to the transactions and/or CFI, including but not limited to, the provisions of the Ordinance and the codes and guidelines issued by SFC;

(c) the constitution, rules, regulations, practices, customs, usages, rulings and interpretations then in force of the exchange, clearing house or market in Hong Kong or elsewhere where the transactions are executed;

(d) banking regulations, practices and customs in Hong Kong or elsewhere where payments are effected in connection with Futures and Option transactions, settlement, Margin calls and/or Variation Adjustments; and

(e) CFI's procedures and policies.

Notwithstanding the foregoing, if there shall be any conflict or inconsistency between any of the provisions of the Agreement on the one hand and any of the provisions referred to in (b) to (d) above on the other hand, the latter shall prevail. CFI shall not be liable to the Customer as a result of action taken by CFI or its agents or Affiliates in accordance with this Clause 8.

8.2 若中信期貨國際透過任何有關交易所、結算所及／或經紀代客戶進行期貨或期權交易，而該等交易所、結算所或經紀要求更改任何該等交易之任何條款，中信期貨國際有絕對酌情權（但並無義務）採取其認為需要的或適宜的一切行動以符合該等要求及避免或減輕該等更改所引致之損失。中信期貨國際採取之所有行動，對客戶均具有約束力。

If any relevant exchange, clearing house and/or broker on or through whom any Futures or Option transaction has been entered into by CFI on behalf of the Customer requires any alteration of any terms or conditions of any such transaction, CFI may (but not obliged to) take all such action as it may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof or to avoid or mitigate loss thereunder and all such action shall be binding upon the Customer.

8.3 除非中信期貨國際同意及告知，客戶承認中信期貨國際是僅作為其代理而進行有關期貨期權之交易的，且客戶應對期貨期權之平倉或實物交收負完全責任。有關當月到期涉及實質交付的未平倉合約，如屬多頭持倉，客戶即須於第一通知日前的五個交易日（如屬空頭持倉，即須於最後交易日前的五個交易日）指示中信期貨國際作出平倉，或指示中信期貨國際做實物交收及交予中信期貨國際在交收該等交易時所需之足夠款項及／或客戶應交付之商品，以便中信期貨國際能夠根據有關交易所或結算所之有關規則辦理交收手續。如在上述期限內客戶並無給予中信期貨國際該等指示、款項／或商品，中信期貨國際可在毋須事前向客戶發出通知的情況下，可按其絕對酌情權決定的條款、價格及方法代客戶將有關合約平倉、購買或辦理交付手續。在中信期貨國際並無嚴重疏忽、欺詐或蓄意違約的情況下，客戶須賠償及持續賠償中信期貨國際根據本第 8.3 條任何交付、行事或結算採取之行動而承受的一切損失（包括全數彌償基準計算的法律費用）。

Unless otherwise agreed and notified by CFI, the Customer acknowledges that the CFI is acting solely as agent as to any transactions made in relation to Futures and Options and the Customer shall be completely responsible to close out or make or take physical delivery of such Futures and Options. In respect of open positions involving physical delivery maturing in a current futures month, the Customer shall, at least 5 business days prior to the first notice day in the case of long positions and at least 5 business days prior to the last trading day in the case of short positions, either give Instructions to CFI to close out the same or give Instructions of physical delivery to CFI and deliver to CFI all monies and/or commodities deliverable by the Customer under such transactions in order to enable due settlement of such contracts by CFI in accordance with the rules of the applicable exchange or clearing house. If the Customer fails to provide CFI with such Instructions, monies or commodities within the period as aforesaid, CFI may without notice to the Customer close out the relevant contracts, buy and make delivery or take delivery on behalf of the Customer upon such terms, at such price and by such methods as CFI may in its absolute discretion determine. The Customer shall indemnify and keep indemnified CFI in respect of all loss (including legal costs on a full indemnity basis) suffered or incurred by CFI as a result of action taken by CFI in connection with any delivery, exercise or settlement effected pursuant to the terms of this Clause 8.3, in the absence of gross negligence, fraud or willful default of CFI.

8.4 除非從客戶收到特定的行使指示，或者有關交易所提供期貨期權的自動行使，否則中信期貨國際無責任代表客戶行使任何期貨期權。尤其是中信期貨國際不保證期貨期權會在價內行使，除非由客戶特別指示或者有關交易所提供價內期貨期權的自動行使。在有關交易所未有說明已接獲期貨期權的分配通知下，中信期貨國際將按收到客戶指令的時間先後順序，將一個客戶的帳戶的期貨期權指定分配。此外，客戶不可因中信期貨國際未能代表客戶發出行使期貨期權的通知所引起之損失，或在其他方面與任何其他事項有關而引起的損失，而對中信期貨國際作出索償。

CFI shall have no obligation to exercise any Options on behalf of the Customer, unless specific Instruction to exercise is received from the Customer or the relevant exchange provides for automatic exercise of the Options. In particular, CFI does not warrant that in-the-

money Options are exercised unless specifically instructed by the Customer to exercise or the relevant exchange provides for automatic exercise of in-the-money Options. Where the relevant exchange does not specify the Option against which notice of assignment is being given, CFI shall assign the Option against a customer's Account with due regard to the time sequence in which such orders were received by CFI. Further, the Customer shall have no claim against CFI for losses arising from CFI's inability to give notice of Option exercise on behalf of the Customer, or otherwise in connection with any other matter therewith howsoever arising.

8.5 倘若中信期貨國際或其代理人（視屬何情況而定）不論任何原因未能收取（不論從有關之交易所、結算所及／或其他人士）就中信期貨國際依據有關交易所或結算所的規則及／適用之法律代客戶所訂立之任何期貨合約或期權合約中，客戶應收取之任何款項及／或任何商品之全部或任何部分，則中信期貨國際就根據該等期貨合約或期權合約項下而需支付或交予客戶的責任，將基於上述之不足，變改為中信期貨國際只須支付或交予就該等合約實際收取得到的款項及／或商品數額或數量。If CFI or its agent (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of all or any part of any amount or delivery of all or any part of any monies and/or commodities (whether from the relevant exchange, clearing house and/or any other person) due to be paid or delivered to the Customer in respect of any Futures Contract or Option Contract entered into by CFI on behalf of the Customer on the due date for payment or delivery thereof in accordance with the rules and regulations of the relevant exchange or clearing house and/or any applicable laws, CFI's obligations to make payment or delivery to the Customer in respect of such Futures Contracts or Option Contracts shall thereupon and by virtue of such failure become obligations to make payment or delivery of such amount or quantity of any monies and/or commodities as is equal to such amount or quantity actually received by CFI in respect thereof.

8.6 中信期貨國際有權按其絕對酌情權（但並無義務）根據任何指示對任何交易所、結算所及／或任何其他人士採取任何行動，追討關於該等交易所或結算所或其他人士未能根據中信期貨國際代客戶所訂立之期貨合約或期權合約繳付的任何款項及／或交收的任何商品數量，但若中信期貨國際採取該等行動，客戶應全數彌償中信期貨國際就其採取該等行動所引致或與其有關之一切開支、索償、追收、賠償及費用（包括彌償全數法律費用）。

CFI shall be entitled, in its absolute discretion, but shall not be bound, to act on any Instruction to take any action whatsoever or howsoever against any exchange, clearing house and/or any other person in respect of any failure by such exchange, clearing house and/or other person to make any payment or delivery of any amount or quantity of any monies and/or commodities in respect of any Futures Contract or Option Contract entered into by CFI on behalf of the Customer provided that if any such action is taken by CFI, the Customer shall indemnify CFI in respect of all costs, claims, demands, damages and expenses (including legal costs on a full indemnity basis) arising out of or in connection with the taking of such action.

8.7 客戶在收到中信期貨國際的要求後，須立即向中信期貨國際提供就任何代客戶訂立而未平倉或行使之期貨合約或期權合約的交收及／或結算及／或（如屬期權合約）行使該期權合約相關之資料。

The Customer shall, forthwith upon request by CFI, supply in relation to any Futures Contract or Option Contract entered into by CFI on its behalf such information in relation to the delivery and/or settlement and/ or (in the case of an Option Contract) exercise of such Option Contract which has not been closed out or, as the case may be, exercised, as CFI may request.

8.8 客戶確認因實施中央結算及交收系統，中信期貨國際無責任就其代表客戶訂立之期貨合約及／或期權合約有關的任何商品向客戶出示及／或交付實際的証書或業權證明文件。客戶同意若其要求中信期貨國際出示及／或交付該等証書或業權證明文件，客戶須應中信期貨國際的通知，立即向中信期貨國際償付其因該出示及／或交付而招致的所有開支。

The Customer acknowledges that due to the implementation of central clearing and settlement systems, CFI is not obliged to produce and/or deliver to the Customer actual certificates or documents of title for any commodities relating to Futures Contracts and/or Option Contracts entered into by CFI on the Customer's behalf. The Customer agrees that should the Customer require CFI to produce and/or deliver such certificates or documents of title, the Customer shall forthwith upon notice by CFI reimburse CFI of all expenses incurred in connection with the production and/or delivery of the same.

8.9 在遵守本協議條文以及有關交易所及／或結算所的規則、規例及要求的前提下，客戶可在有關戶口的合約或交易的最後一個交易日前的任何時間，指示中信期貨國際平倉，或就期權合約而言，行使（倘若行使仍屬可行）相關的期權合約。任何由於客戶平倉或行使任何期權合約而須由客戶繳付的款項（包括任何中信期貨國際須向有關交易所及／或結算所及／或中信期貨國際的經紀或代理人支付的費用），將在平倉或行使後立即到期，並須即時支付予中信期貨國際。

Subject to the terms of the Agreement and to the rules, regulations and requirements of the relevant exchange and/or clearing house, the Customer may, at any time before the last trading day of a contract or transaction in relation to the Account, give Instruction to CFI to close out the same or in the case of an Option Contract, exercise (providing exercise is then possible) the relevant Option Contract. Any amount (including any amount payable by CFI to the relevant exchange, clearing house and/or CFI's brokers or agents) payable by the Customer arising out of the closing out of any contract or transaction or the exercise of any Option Contract shall become immediately due and payable to CFI upon the closing out or exercise.

8.10 如須行使根據中信期貨國際代客戶訂立的任何期權合約項下的期權，客戶須（除在買賣或訂立期權合約的有關交易所的規則及規例另行規定外）在中信期貨國際不時訂出的期限前，在期權賣方或有關交易所或結算所所訂定的遞交行使指示的截止日期前（以最早的截止日期為準），向中信期貨國際遞交行使通知。該等通知必須附有下列物品或文件方視為有效：

- (a) 就出售協議商品的期權而言，交付貨所需的有關商品或業權文件；及
- (b) 就購買協議商品的期權而言，收取商品所需的足夠可動用資金。

除非客戶有特別指示並在沒有違反本協議條款的前提下，中信期貨國際無責任在有關期權合約的截止日期或該日之前，就任何期權合約代表客戶遞交行使指示。

To exercise an Option pursuant to any Option Contract effected by CFI on behalf of the Customer, the Customer shall (subject to the rules and regulations of the relevant exchange on which the Option Contract is traded or entered into) deliver to CFI a notice of exercise no later than such time limit as may be specified by CFI from time to time before the cut-off date for the tender of exercise Instructions prescribed by the writer of the Option or the relevant exchange or clearing house (whichever prescribes the earliest cut-off date). Such notice shall only be considered valid when accompanied:

- (a) in the case of an Option for the sale of an agreed commodity, with the underlying commodity or document(s) of title needed for making delivery; and
- (b) in the case of an Option for the purchase of an agreed commodity, with sufficient immediately available funds to take delivery of the commodity.

Unless specifically instructed by the Customer and subject to the terms of the Agreement, CFI shall not have any responsibility whatsoever to tender any exercise Instructions on behalf of the Customer in respect of any Option Contract whether on or before the relevant cut-off date applicable to the Option Contract.

8.11 倘若中信期貨國際代客戶訂立任何的期貨合約或期權合約，所有該合約之保證金繳存及變價調整，及任何該買賣合約平倉後該戶口錄得之貸帳或借帳，均應由中信期貨國際以期貨合約或期權合約相應結算貨幣記入客戶之戶口。

If CFI enters into any Futures Contract or Option Contract on behalf of the Customer, all Margin deposits and Variation Adjustments for such contract, and any debit or credit made to the Account as a result of closing out such a contract shall be in Settlement Currency.

8.12 客戶確認並同意，中信期貨國際受期交所規則所約束，在期交所認為客戶所累積的倉盤正在或可能會對任何一個或多個由期交所成立及／或營運的特定的市場造成損害或正在或可能會對某個或多個由期交所成立及／或營運的市場（視乎屬何情況而定）的公平及有秩序的運作產生不良影響，該等規則容許期交所採取行動，限制持倉的數量或規定可代表客戶將合約平倉。

The Customer acknowledges and agrees that CFI shall be bound by the HKFE Rules which permit HKFE to take steps to limit the positions or require the closing out of contracts on behalf of the Customer if, in the opinion of HKFE, the Customer is accumulating positions which are or may be detrimental to any particular market or markets established and/or operated by HKFE or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets established and/or operated by HKFE as the case may be.

8.13 倘若客戶在任何時候就進行與期貨合約或期權合約有關的交易，而在中信期貨國際以外，在其他期交所參與者開立一個或多個戶口，及倘若期交所委員會決定該戶口的未平倉總額為「大額未平倉合約」，客戶應即時向期交所報告該「大額未平倉合約」，並向中信期貨國際或期交所（視屬何情況而定）提供其所規定的與該「大額未平倉合約」有關的資料（包括客戶及最終實益擁有人的名稱，或（如屬公司或團體）該公司或團體股本的最終實益擁有人個人的名稱，包括透過代名人或信託形式持有利益的受益人），及向中信期貨國際或期交所（視屬何情況而定）提供其所要求的任何其他資料（視屬何情況而定）。

If the Customer shall at any time open one or more accounts with other brokers other than CFI, which are participants of HKFE for

the purpose of carrying out transactions relating to Futures Contracts or Option Contracts and if the open positions in such accounts in aggregate amount to a “Large Open Position” as determined by the board of the HKFE, the Customer shall report to HKFE immediately of such “Large Open Position” and provide CFI or HKFE (as the case may be) with such information as CFI or HKFE (as the case may be) may require in connection therewith (including the name of the Customer and of the ultimate beneficiary or, in the case of a company or body corporate, of the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate, including a beneficiary holding an interest through a nominee or trust of such “Large Open Position”) and also provide CFI or HKFE (as the case may be) with any other information as may be required by CFI or HKFE (as the case may be).

- 8.14 客戶應履行所有相關市場及交易所（包括但不限於《證券及期貨（合約限量及須申報的持倉量）規則》）適用的所有通報要求，及不應超過根據相關市場及交易所訂明關於合約限量及須申報的持倉量規則所載之有關期貨類別及種類的限額（如有）。客戶承認中信期貨國際不應（適用法例或法規要求除外）為任何客戶的交易通報、申報或匯報負上責任（包括根據證券及期貨條例第 XV 部或相等法例（如適用）），並承諾其將不會依賴中信期貨國際解除其根據適用法例或法規規定的交易通報、申報或匯報責任。

The Customer shall comply with all applicable notification requirements established by the relevant market or exchange (including, without limitation, those applicable under the Securities and Futures (Contracts Limits and Reportable Positions) Rules) and shall not exceed the prescribed limit for the relevant Futures class and type in accordance with the contract limits and reportable position rules established by the relevant market or exchange, if any. The Customer acknowledges that CFI shall not (except to the extent required by applicable laws and regulations) be responsible for any of the Customer’s transaction notification, filing or reporting obligations (including, where applicable, any filings required pursuant to Part XV of the Ordinance or equivalent legislation) and undertakes that he shall not rely on CFI to discharge his transaction notification, filing or reporting obligations pursuant to applicable laws and regulations.

- 8.15 每份期交所合約均需繳交投資者賠償基金徵費及根據該條例所收取的徵費，而上述兩項費用均須由客戶承擔。如客戶因中信期貨國際失責而蒙受金錢損失，投資者賠償基金所承擔的法律責任僅應限於該條例所規定的有效索償，並須受制於該條例（特別是《證券及期貨（投資者賠償－賠償上限）規則》）內所訂明的金額上限，因此不能保證客戶在因該等失責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

Every HKFE Contract shall be subject to the Charge of an Investor Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Customer. In the event that the Customer suffers pecuniary loss by reason of the default of CFI, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Ordinance and will be subject to the monetary limits specified in the Ordinance (in particular, the Securities and Futures (Investor Compensation – Compensation Limits) Rules) and accordingly there can be no assurance that any pecuniary loss sustained by the Customer by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

9. 客戶資產 Customer’s Assets

- 9.1 中信期貨國際從客戶或任何其他人士（包括結算所）所收取的全部款項、證券及其他財物，均須由中信期貨國際以受託人身份持有，並與中信期貨國際本身之資產分開。此等由中信期貨國際以上述方式持有的資產均不得在中信期貨國際無力償債或清盤時，構成中信期貨國際的資產的一部分，並須在就中信期貨國際所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁有類似職能的人員後，立即歸還予該客戶。

All monies, securities and other property received by CFI from the Customer or from any other person (including any clearing house) for the account of the Customer shall be held by CFI as trustee and segregated from CFI’s own assets. These assets so held by CFI shall not form part of the assets of CFI for insolvency or winding up purposes but shall be returned to the Customer promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of CFI’s business or assets.

- 9.2 中信期貨國際從客戶或任何其他人士（包括期交所的結算所）收取的所有款項、核准債務證券及／或核准證券（即期交所批准作為保證金的一種保證方式），均須根據證監會操守準則附表四的第 7 至 12 段所指明的方式由中信期貨國際為客戶持有，及客戶授權中信期貨國際可按照證監會操守準則附表四的第 14 至 15 段所訂明的方式，運用客戶交付或繳存予中信期貨國際之任何該等款項、核准債務證券及／或核准證券。在符合適用法例或法規限制的情況下，中信期貨國際可運用該等款項、

核准債務證券及／或核准證券以履行其對任何人士的責任，但該等責任必須是在與其代表客戶進行期貨合約及／或期權合約買賣有關的情況下或附帶於有關買賣而產生的。

All monies, approved debt securities and/or approved securities (being approved by HKFE as a form of cover for Margin) received by CFI from the Customer or from any other person (including the clearing house of HKFE) shall be held by CFI in the manner specified under paragraphs 7 to 12 of Schedule 4 to the SFC Code of Conduct and the Customer authorizes CFI to apply any such monies, approved debt securities and/ or approved securities in the manner specified under paragraphs 14 to 15 of Schedule 4 to the SFC Code of Conduct. In particular, CFI may, subject to applicable laws and regulations, apply such monies, approved debt securities and/or approved securities in or towards meeting CFI's obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in Futures Contracts and/or Option Contracts transacted on the Customer's behalf.

- 9.3 客戶確認並同意就中信期貨國際或其經紀商在期交所的結算所開立的任何戶口而言，不論該戶口是否全部或部分因代表該客戶進行期貨合約及／或期權合約買賣而維持的，以及不論客戶所支付或存放的款項、核准債務證券及或核准證券（即期交所批准作為保證金的一種保證方式）是否已支付或存放予期交所的結算所，該戶口屬中信期貨國際或其經紀商與期交所的結算所之間的戶口，中信期貨國際以主事人身份操作該戶口，因此該戶口並不存在以客戶為受益人的信託或其他衡平法權益，而支付予或存放於結算所的款項、核准債務證券及或核准證券亦不受上述第 9.1 條所提述的信託所制約。

The Customer acknowledges and agrees that in respect to any accounts of CFI or its broker maintained with the clearing house of HKFE, whether or not such accounts are maintained wholly or partly in respect to the business of dealing in Futures Contracts and/or Option Contracts transacted on behalf of the Customer and whether or not monies, approved debt securities and/or approved securities (being approved by HKFE as a form of cover for Margin) paid or deposited by the Customer has been paid to or deposited with the clearing house of HKFE, as between CFI/ its broker and the clearing house of HKFE, CFI acts as principal and accordingly no such account is involved with any trust or other equitable interest in favor of the Customer. Monies, approved debt securities and/ or approved securities paid to or deposited with the clearing house of HKFE are thereby freed from the trust referred to Clause 9.1 above.

- 9.4 客戶確認並同意期交所的結算所可在中信期貨國際或其經紀商作為期交所的參與者的資格被暫停或撤銷時，採取一切必要行動，以便將中信期貨國際代表客戶持有的任何未平倉合約，及該客戶在中信期貨國際處所開立的戶口內的任何款項及持倉，轉調到另一家期交所的參與者。

The Customer acknowledges and agrees that the clearing house of HKFE may do all things necessary to transfer any open positions held by CFI on behalf of the Customer and any money and open positions standing to the credit of the Customer's Account with CFI to another participant of HKFE in the event the rights of CFI / its brokers as a participant of HKFE are suspended or revoked.

- 9.5 客戶確認並同意中信期貨國際就代客戶持有的任何現金結餘所賺取或收取的任何利息(包括但不限於活期/定期存款)應絕對屬於中信期貨國際所有；然而中信期貨國際可完全酌情向客戶支付部分或全部有關利息。

The Customer acknowledges and agrees that any interest earned or received on any credit cash balance held by CFI on behalf of the Customer (including but limited to current/fixed deposit) shall belong to CFI absolutely; however, CFI may at its full discretion pay part or all of such interest to the Customer.

10. 費用及開支 Charges and Expenses

- 10.1 客戶同意中信期貨國際有權根據其不時決定並以屬於本協議的獨立收費表（包括其不時之變更、增補和/或修改）規定的計算比率或基準向客戶收取費用及經紀佣金。客戶必須應要求支付不論任何原因或以何種形式而在戶口所產生的任何債項，包括經紀佣金、費用、收費、法定收費、稅項、徵費及交付收費等。客戶並將向中信期貨國際償付其因該戶口或任何交易而已向或須向任何第三方（包括任何交易所及結算所）支付的所有款項。客戶授權中信期貨國際可在其認為恰當的時間及以其認為恰當的方式從戶口提取現金或為戶口中的未平倉合約平倉變現以支付有關的到期費用。

The Customer agrees that CFI is entitled to charge the Customer fees and commissions calculated at such rate or on such basis as CFI may from time to time determine and set out in separate fee schedules as amended, supplemented and/or modified from time to time, which shall form part of this Agreement. The Customer shall be liable for payment upon demand of any debts whatsoever and howsoever arising on the Account including commission, brokerages, charges, fees, statutory fees, taxes, levies and delivery charges. The Customer will also reimburse CFI of all amounts paid or payable by it to any third party (including any exchange and clearing

house) arising out of the Account or any transaction. The Customer authorizes CFI to withdraw cash from or liquidate open positions in the Account at such time and in such manner as it deems fit to discharge the amounts due.

- 10.2 客戶欠付中信期貨國際的款項應按照中信期貨國際不時通知客戶的息率收取利息。若中信期貨國際未有如上通知客戶，利息將按照中信銀行國際有限公司或香港上海滙豐銀行有限公司不時公佈之港元最優惠貸款年利率加年率 6 厘計算（兩者以較高者為準）。

All amounts due by the Customer to CFI shall be charged with interest at such rate(s) to be notified by CFI from time to time. In the absence of such notification interest will be charged at an annual rate of 6% above of the higher of the annual prime lending rate on Hong Kong dollars quoted by CITIC Bank International Limited or The Hong Kong and Shanghai Banking Corporation Limited from time to time.

11. 彌償 Indemnity

- 11.1 除了及在不損本協議其他彌償規定的情況下，就所有針對中信期貨國際、其聯屬人、代理人、高級職員及僱員的任何一人而作出的所有申索、要求、訴訟、責任及進行的法律程序而言，在中信期貨國際、其聯屬人、代理人、高級職員或僱員並無嚴重疏忽、欺詐或蓄意失責的情況下，客戶同意立即按要求全數彌償及承擔任何上述人士就履行其義務或提供其服務或行使本協議中的權利、權力或酌情權，包括由中信期貨國際為保障、維護或強制執行其權利或在本協議中的抵押品權益（不論是否因客戶的失責或違約所致）而蒙受或招致的損失、訟費、費用或開支（包括彌償全數法律費用）。

In addition to and without prejudice to the other indemnity provisions in the Agreement, the Customer hereby agrees to fully indemnify and hold harmless each of CFI, its Affiliates, agents, officers and employees, on demand, against all claims, demands, actions, liabilities, proceedings against any of them and all loss (including legal fees on a full indemnity basis) which any of them may suffer or incur in connection with any of them performing any obligations or services, or exercise of rights, powers or discretion under or in connection with the Agreement, including any action taken by CFI to protect, defend or enforce its rights, or its security interest hereunder whether or not as a result of any default or breach by the Customer, in the absence of gross negligence, fraud or willful default of CFI, its Affiliates, agents, officers or employees.

- 11.2 中信期貨國際在任何情況下均毋須對任何因通過或與其執行戶口交易的人士、商號或公司的任何過失、無力償債、行為或遺漏而引致客戶之任何損失或任何事項負責。

CFI shall in no event be liable for any loss of the Customer or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of any person, firm or company through or with whom transactions are effected for the Account.

12. 客戶款項常設授權、留置權、抵銷權及資金轉移 Standing Authority, Liens, Set-off and Transfer of Funds

- 12.1 客戶款項常設授權涵蓋中信期貨國際代客戶持有或收取並存放於一個或多個獨立戶口內的款項（包括非屬於中信期貨國際的該等款項產生之任何利息）（「客戶款項」）。

The Client Money Standing Authority covers money held or received by CFI (including any interest derived from the holding of the money which does not belong to CFI) in one or more account(s) on the Customer's behalf ("Monies").

- 12.2 在符合適用的法律及規例規定下，客戶授權中信期貨國際：

- (a) 合併或組合從客戶於中信期貨國際及／或其聯屬人的任何或所有的戶口（無論該些戶口是客戶獨自或與其他人士共同擁有）及中信期貨國際可轉帳戶口之間所存之任何數額之客戶款項，以償還客戶欠付中信期貨國際及／或其聯屬人的責任或債務（不論有關責任或債務為實際的、或有的、主要的或附屬的、有抵押的或沒有抵押的或共同的或各別的）；及
- (b) 在任何時候於中信期貨國際及／或其聯屬人維持的任何戶口和中信期貨國際及／或其聯屬人在其本地或海外交易商及／或清算公司（無論其是否與中信期貨國際及／或其聯屬人有關聯）開立及維持的帳戶之間來回調動中信期貨國際依據其絕對酌情權認為必要及可取的任何數額之客戶款項，而以上授權和期貨合約及／或其它金融產品（如適用）之保證金、交易、清算及／或結算之要求有关；

- (c) 從中信期貨國際及／或其聯屬人維持的任何戶口中轉出任何數額之客戶款項作為支付與中信期貨國際達成的任何協議下客戶獲取服務所產生之中信期貨國際有關開銷、費用或其它收費；及
- (d) 為上述目的將客戶款項轉換成其它貨幣（如適用）。

The Customer authorizes CFI, subject to applicable laws and regulations, to:

- (a) combine or consolidate any or all accounts, of any nature whatsoever and either individually or jointly with others, maintained by CFI or any of its Affiliates and CFI may transfer any sum of Monies to and between such account(s) to satisfy the Customer's obligations or liabilities to CFI or any of its Affiliates, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several;
- (b) transfer any sum of Monies as CFI may at its sole discretion consider to be necessary or desirable interchangeably between any of the accounts maintained at any time with CFI or any of its Affiliates and any accounts opened and maintained by CFI or any of its Affiliates with broker(s) and/or clearing firm(s) (whether they are CFI or any of its Affiliates' associated companies or not) within/ outside Hong Kong at any time in relation to Margin requirement, dealing, clearing and/or settlement requirement of futures contract and/or other financial products (where applicable);
- (c) transfer any sum of Monies out of any of the accounts maintained with CFI or any of its Affiliates as payment for expenses, fees or other charges of CFI in relation to any services the Customer obtains under any agreement with CFI; and
- (d) convert the Monies into any other currency(ies), for any of the abovementioned purposes (where applicable).

12.3 客戶知悉及同意中信期貨國際可行使任何第 12.2 條所提及的事項，而不須事先知會客戶。

The Customer acknowledges and agrees that CFI may do any of the things mentioned in Clause 12.2 without giving the Customer prior notice.

12.4 客戶款項常設授權的授予不應影響中信期貨國際或其任何聯屬人就處理獨立戶口內的客戶款項的權力或權利。

The Client Money Standing Authority is given without prejudice to other authorities or rights which CFI or any of its Affiliates may have in relation to dealing in Monies in the segregated accounts.

12.5 若客戶被中信期貨國際分類為專業投資者，中信期貨國際可將此常設授權當成長期有效，直到由客戶書面指明撤回。若客戶被中信期貨國際分類為非專業投資者，且當客戶于每個年度的 1 月 1 日至 11 月 30 日向中信期貨國際發出常設授權時，中信期貨國際可將此常設授權視作到當年年底有效。若客戶被中信期貨國際分類為非專業投資者，且當客戶于每個年度的 12 月 1 日至當年年底向中信期貨國際發出常設授權時，中信期貨國際可將此常設授權視作到次年 11 月 30 日有效。除非此等授權被客戶以提前書面形式再續期 12 個月或在第 12.7 條款依據客戶款項規則被視為續期外，此等授權屆時將到期。

Where the Customer has been classified by CFI as a Professional Investor, CFI may treat any such standing authority as continuing and it shall remain in effect unless and until specifically revoked by the Customer in writing. Where the Customer has not been classified by CFI as a Professional Investor and the standing authority is given during the period from 1 January to 30 November of each calendar year, CFI can treat any such standing authority as effective up to and including the last day of that calendar year and where the Customer has not been classified by CFI as a Professional Investor and standing authority is given during the period from 1 December to and including 31 December of each calendar year, CFI can treat any such standing authority as effective up to and including the last day of November of the next calendar year. Such standing authority shall expire thereafter unless it has been renewed by prior written notice from the Customer for another 12 months or deemed to be renewed under the Client Money Rules as referred to in Clause 12.7.

12.6 客戶可於實際撤銷日期不少於 14 日前以書面通知中信期貨國際撤銷客戶款項常設授權。

The Client Money Standing Authority may be revoked by the Customer serving a written notice to CFI at least fourteen (14) days prior to the actual date of revocation.

12.7 以第 12.5 條為前提，客戶明白假如中信期貨國際在客戶款項常設授權的期限屆滿不少於 14 日前向客戶發出有關授權將被視為已續期的書面提示，而客戶並不反對在該屆滿日期前將該授權視作被延續，則客戶的授權將在沒有其書面同意的情況下被視為再續期 12 個月。以此種方式續期時，中信期貨國際應在限期屆滿後的一周內向客戶發出客戶常設授權續期的書面確認函。

Subject to Clause 12.5, the Customer understands that the Client Money Standing Authority may be deemed to be renewed for another 12 months without the Customer's written consent if CFI issues to the Customer a written reminder at least fourteen (14) days prior to the expiry of the Client Money Standing Authority, and the Customer does not object to such deemed renewal before such expiry date. Upon such renewal, CFI shall give a written confirmation of the renewal of the Client Money Standing Authority to the Customer within one week after the date of expiry.

12.8 客戶同意中信期貨國際除其有權行使的任何一般留置權或其他中信期貨國際按法律可享有相似的權利外，中信期貨國際可（須符合適用的法律及規例的規定）隨時並在毋須事前通知客戶的情況下，從客戶於中信期貨國際及／或其聯屬人開設之戶口，合併、集合、抵銷或調動所存之任何形式之證券或款項，無論該些戶口是客戶獨自或與其他人士共同擁有，以解除對中信期貨國際及／或其聯屬人的責任或債務，不論有關責任或債務為主要的、附屬的、各別的、共同的或以其他貨幣為單位的。中信期貨國際毋須理會有關欠付其聯屬人的責任或債務是否存在，只要其聯屬人已向中信期貨國際發出催繳通知。如果有關合併、集合、抵銷或調動需要外匯兌換，中信期貨國際（本身或透過其聯屬人）可為此使用任何客戶戶口結餘以兌換任何欠債的貨幣，並任何上述兌換可由中信期貨國際或其聯屬人於兌換當日按照當時外匯兌換市場上通行的即期匯率（由中信期貨國際作出最終決定）進行。若對中信期貨國際及／或其聯屬人應負的任何債務及責任為須待確定或屬未來的責任，中信期貨國際或其聯屬人於應用本條款項下的抵銷權後，有權就任何該等戶口的任何結餘款額暫停支付相等於該等欠款的金額，直至該項確定或屬未來的事宜發生為止。在此第 12 條中，「聯屬人」一詞應就有關公司而言，指其子公司、該公司的任何控股公司及該控股公司的任何子公司。

The Customer agrees that in addition to any general lien or similar right to which CFI may be entitled at law, CFI may (subject to applicable laws and regulations), at any time and without prior notice, combine, consolidate, set off or transfer any securities or monies standing to the credit of the Customer's Account(s) with CFI and/or its Affiliates of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all the obligations or liabilities to CFI and/or its Affiliates whether such obligations or liabilities be primary, collateral, several, joint or in other currencies. CFI shall not be concerned whether or not such obligations or liabilities owed to its Affiliates exist, provided that demand has been made on CFI by such Affiliates. Where such combination, consolidation, set-off or transfer requires the conversion of one currency to another, CFI (itself or through its Affiliates) may use the credit balance of any of the Customer's Account(s) to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by CFI or its Affiliates at the spot rate of exchange as conclusively determined by CFI to be prevailing in such foreign exchange market as CFI may determine to be relevant on the date of such purchase. Insofar as any of the obligations or liabilities to CFI and/or its Affiliates are contingent or future, the obligation or liability of CFI or its Affiliates to the Customer to make payment of any sums standing to the credit of any such Accounts after the application of set-off hereunder will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. For the purpose of this Clause 12, the term "Affiliate" shall mean, in relation to a company, its subsidiaries, any holding companies of that company and any subsidiaries of such holding companies.

12.9 中信期貨國際可以抵押方式持有就中信期貨國際或其聯屬人代客戶持有全部或任何款項、商品、證券或其他財產並享有其一般留置權，直至客戶完全繳付欠負中信期貨國際的任何款額。

CFI may hold as security and subject to a general lien in its favor all or any of the money, commodities, securities and other property held by CFI or its Affiliates for the account of the Customer until the Customer has fully paid CFI any amount owed.

12.10 中信期貨國際在其認為需要的任何時候，不論是否有通知客戶的情況下，為抵償由客戶或代客戶欠負中信期貨國際或其有聯繫實體（定義見於該條例）或任何其他人士的任何責任或債務，可出售屬於客戶或客戶在當中佔有權益的任何證券或商品、或取消購買及出售任何證券或商品的任何開倉指示，中信期貨國際並可借用或購買交付任何出售所須的任何證券或商品。該等出售或購買可在公開或私下進行並可毋須宣告或通知客戶，並以中信期貨國際按其酌情權決定的方式進行，而中信期貨國際所發出的付款要求或通知將不會使其在此第 12.10 條項下之權力失效。就任何上述出售，在符合適用的法律和法規的情況下，中信期貨國際及／或其任何聯屬人可購買不具有贖回權的證券或商品，而客戶更同意中信期貨國際及／或其任何聯屬人毋須就任何該等出售的方式或時機負任何責任。該等交易的收益應撥用以扣減客戶欠負中信期貨國際及／或其聯屬人的債項（如有）。

CFI may, whenever CFI considers it necessary, in settlement of any liability owed by or on behalf of the Customer to CFI or its associated entities (as defined in the Ordinance) or any other person, dispose of any securities or commodities belonging to the

Customer or in which the Customer has an interest or cancel any open orders for the purchase and sale of any securities or commodities, with or without notice to the Customer and CFI may borrow or buy any securities or commodities required to make delivery against any sale effected for the Customer. Such sale or purchase may be public or private and may be made without advertising or notice to the Customer and in such manner as CFI may in its discretion determine, and no demands or notices which CFI makes or gives shall invalidate CFI's rights pursuant to this Clause 12.10. At any such sale CFI and/or any of its Affiliates may, subject to applicable laws and regulations, purchase the securities or commodities free of any right of redemption and the Customer agrees that in respect of any such sale CFI and/or any of its Affiliates shall not have any responsibility concerning the manner of sale or timing thereof. The proceeds of such transactions are to be applied to reduce the indebtedness owing by the Customer to CFI and/or its Affiliates (if any).

12.11 中信期貨國際茲獲授權（受適用的法律及法規限制）將客戶向其繳存的任何抵押品繳存予認可結算所或另一（就期貨合約買賣）持牌或註冊的中介人，作為履行及清償中信期貨國際的交收義務及責任的抵押品。客戶載於本條款中之授權的期限和有關續期之方式及條款（受適用的法律及法規限制）正如第 12.5 和第 12.7 條之規定。

CFI is hereby authorized, subject to applicable laws and regulations, to deposit any of the Customer's collateral deposited with it with a recognized clearing house or another intermediary licensed or registered for dealing in futures contracts, as collateral for the discharge and satisfaction of CFI's settlement obligations and liabilities. The term of the Customer's authority contained in this Clause shall be for such period, and subject to applicable laws and regulations, may be renewed in such manner and for such term as provided in Clause 12.5 and Clause 12.7.

12.12 在不抵觸中信期貨國際的其他權利或可獲補償的情況下，客戶授權中信期貨國際將應收客戶金額抵銷應付客戶金額，而該等金額乃源自中信期貨國際根據本協議代客戶進行的任何期貨或期權交易。

Without prejudice to any other rights or remedies available to CFI, the Customer authorizes CFI to set off any amount receivable from the Customer against any amount payable to the Customer where such amounts arise from any Futures or Option transaction effected by CFI on behalf of the Customer pursuant to the Agreement.

12.13 就本協議而言，中信期貨國際或其聯屬人於任何時間發出的證書，證明客戶欠負的尚未清還債務數額，在並無明顯差誤下，應為不可推翻且對客戶具約束力。

For the purpose of the Agreement, a certificate issued by CFI or any of its Affiliates certifying the amount of any outstanding indebtedness owing by the Customer at any time shall, in the absence of manifest errors, be conclusive and binding on the Customer.

12.14 若客戶戶口結存款項的幣種並不是清算其義務及/或責任(包括但不限於任何保證金要求、變價調整、清算責任、繳付交易費用或開支)所需的幣種，客戶授權中信期貨國際，在任何時間無需事先通知，以主事人或代理人身份代表客戶，以當時外匯市場兌換率兌換客戶戶口內的結存款項為所需的幣種，而該兌換率將由中信期貨國際決定。為免存疑，客戶需全數彌償及負責中信期貨國際就一切因行使以上權力或執行相關行動而招致之任何損失。

Where the monies in the Customer's Account is not denominated in such currency required to settle the Customer's obligations and/or liabilities (which shall include, but not limited to, any Margin requirements, Variation Adjustments, settlement obligations, payment of fees or expenses in connection with a transaction), the Customer authorizes CFI to convert (acting as principal or acting as agent on the Customer's behalf), at any time and without notice, the monies in the Customer's Account into such required currency at such prevailing money market rate of exchange as determined by CFI. For the avoidance of doubt, the Customer shall be liable for any losses, cost or expense incurred by the CFI, on a full indemnity basis, related to any action taken or the exercise of its rights hereunder.

13. 陳述、保證及承諾 Representations, Warranties and Undertakings

13.1 客戶在此向中信期貨國際保證、陳述及承諾如下：

- (a) 客戶現在是以主事人的身分訂立本協議，而並不是代表任何其他人進行交易，除非客戶以書面形式向中信期貨國際作出知會；
- (b) 客戶已取得並將維持任何所需的同意、許可及授權；
- (c) 客戶完全明白及完全接納本協議之條文，包括由中信期貨國際發出與本協議預期的交易有關的免責聲明及風險披露說明；

- (d) 在無損於第 4.12 條效力的前提下，客戶只會基於其自己的判斷及研究進行期貨或期權交易，而不會倚賴中信期貨國際的董事、高級職員、僱員或代理人所作的建議或推介進行該等交易；有關本協議或任何本協議預期的交易，客戶將尋求其認為合適的獨立法律、稅務及財務意見；
- (e) 表格中的資料於本協議日期是真實和完整的，若於表格中提供的資料或任何其他與客戶有關的資料有任何重大變更，客戶將立即通知中信期貨國際。在中信期貨國際未有實質接獲客戶的該通知前，中信期貨國際倚賴表格中的資料行事。中信期貨國際茲獲授權對客戶進行信貸調查或核證以核實客戶於表格或其他地方提供的財政狀況及投資目標；
- (f) 本協議對客戶構成有效及具法律約束力的合約及責任，並可按其條款執行；
- (g) 本協議及其履行及其條款所列的責任不會亦將不會：
- (i) 違反任何現行適用的法律、法規、條例、規則或任何對客戶具約束力的法庭判決、法令或許可，或違反客戶的公司組織大綱、章程條文或附例（如適用）；或
 - (ii) 抵觸或違反或引致任何客戶為締約一方或受其約束或對客戶資產具約束力的合約或文件或構成任何失責；
- (h) 除非客戶已另行以書面向中信期貨國際申報，客戶並非任何交易所、商會、結算所、銀行或信託公司員工或高級職員或董事、或任何於香港或其他地方持牌或註冊的證券及／或期貨合約交易商或經紀的聯屬人，或該經紀或交易商的任何高級職員、合夥人、董事或僱員；
- (i) 客戶將為戶口內的期貨合約及期權合約的實益擁有人而不受除本協議中所列載以外的任何留置權、抵押、衡平法上的權利或其他產權負擔所影響；在未得中信期貨國際的書面同意之前，客戶亦不會抵押、質押，或允許戶口中的期貨合約及期權合約或款項或其他資產存有任何抵押或質押，或就該等期貨合約及期權合約或款項或其他資產授予選擇權或據稱授予選擇權；
- (j) 對本協議預期的每宗交易而言，客戶是最終負責發出有關指示的人及最終實益擁有人，並是將會從該宗交易取得商業或經濟利益及／或承擔其商業或經濟風險的人士
（在表格向中信期貨國際所披露的該等其他人士或機構或以書面形式向中信期貨國際作出知會者除外）；
- (k) 客戶明白其交易之產品的性質及風險，並具有充足的淨值承擔風險及該等交易帶來的潛在虧損；及
- (l) 除非客戶另行以書面通知中信期貨國際，否則戶口不屬綜合戶口。

The Customer hereby warrants, represents and undertakes to CFI in the following terms:

- (a) the Customer is entering into the Agreement with CFI as principal and is not trading on behalf of any other person unless CFI is notified otherwise in writing;
- (b) the Customer has obtained and will maintain in full force and effect any necessary consents, licenses and authorities;
- (c) the Customer understands and accepts in full the provisions of the Agreement including any disclaimers and risk disclosure statements issued by CFI in connection with the transactions contemplated by the Agreement;
- (d) without prejudice to Clause 4.12, the Customer will enter into Futures or Option transactions solely in reliance upon his own judgment and investigations, and not upon advice or recommendations by any director, officer, employee or agent of CFI, and the Customer will seek independent legal, tax and financial advice as it considers appropriate in relation to the Agreement or any transaction contemplated by the Agreement;
- (e) the Form is true and complete at the date hereof and the Customer will notify CFI forthwith upon any material changes in the information provided in the Form or any other information relating to the Customer. Until CFI actually receives such notification from the Customer, CFI shall be entitled to rely on the information contained in the Form. CFI is hereby authorized to conduct a credit enquiry or check on the Customer for the purpose of ascertaining the financial situation and investment objectives of the Customer as set out in the Form or otherwise;
- (f) the Agreement constitutes a valid and legally binding agreement and obligations on the Customer enforceable in accordance with its terms;
- (g) the Agreement and its performance and the obligations contained herein do not and will not:
- (i) contravene any existing applicable law, statute, ordinance, rule or regulation or any judgement, decree or permit to which the Customer is subject or any provisions of the memorandum and articles of association or bye-laws of the Customer (if applicable);
 - or
 - (ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound;
- (h) the Customer, except as previously disclosed in writing to CFI, is not an officer, employee or director of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any dealer or broker in securities and/or futures contracts licensed or

registered in Hong Kong or elsewhere, or an officer, partner, director or employee of any such broker or dealer;

(i) the Customer is and will remain the beneficial owner of the Futures Contracts and Option Contracts in the Account free from any lien, charge, equity or encumbrance save as created by the Agreement and will not charge, pledge or allow to subsist any charge or pledge over the Futures Contracts and Option Contracts or monies or other assets in the Account or grant or purport to grant an option over any Futures Contracts and Option Contracts or monies or other assets in the Account without the prior written consent of CFI;

(j) the Customer is the person ultimately responsible for originating the Instructions in relation to and the ultimate beneficial owner of each transaction contemplated by the Agreement and is also the person who stands to gain the commercial or economic benefit of such transactions and/or bear their commercial or economic risk (except where such other persons or entity has been disclosed to CFI in the Form or other written notices to CFI);

(k) the Customer understands the nature and risks of the products in which he is trading and has sufficient net worth to be able to assume the risks and bear the potential losses of trading in such products; and

(l) unless the Customer has notified CFI otherwise in writing, the Account is not an Omnibus Account.

13.2 若戶口屬綜合戶口，客戶進一步向中信期貨國際保證、陳述及承諾以下各項：

(a) 客戶根據該等條例或其所屬司法管轄區的法例獲授權操作綜合帳戶；或 客戶是根據該等條例註冊或根據其所屬司法管轄區的法例註冊的交易商；或 該帳戶的操作給予指示的客戶是期交所的交易所參與者；

(b) 在客戶與發出戶口指示人士的往來中，其將遵守及執行期交所規則訂明的有關保證金、變價調整規定及程序，猶如客戶是期交所的參與者，及猶如為其戶口或利益而發出指示的該名（等）人士為客戶；

(c) 其將為執行該等與戶口有關的指示而促使期交所合約得以訂立，以確保在任何情況下，按指示進行的任何買賣的形式，均不會構成香港或任何其他適用的司法管轄區的法律所指的非法買賣商品市場的報價差額，或有關的買賣方式亦不會構成或涉及投注、打賭、博彩或就該等項目而進行的賭博，從而違反香港或任何其他司法管轄區的適用法律；及

(d) 其會確保向客戶發出指示的人士將遵守期交所規則訂明的有關保證金和變價調整規定。

If the Account is an Omnibus Account, the Customer further warrants, represents and undertakes to CFI in the following terms:

(a) he is authorized under the Ordinances or the laws of its jurisdiction to operate an omnibus account; or the client is a dealer registered under the Ordinances or under the laws of its relevant jurisdiction; or the client on whose Instructions the Account is operated is an exchange participant of HKFE.

(b) in the Customer's dealings with the person(s) from whom he receives Instructions with respect to the Account, he will comply with and enforce the Margin and Variation Adjustment requirements and procedures as stipulated in the HKFE Rules as though the Customer were an exchange participant of the HKFE and as though the person(s) for whose account or benefit such Instructions are given were the Customer;

(c) he will cause HKFE Contracts to be entered into in fulfillment of Instructions with respect to the Account, so that there shall in no circumstances be any dealing with the Instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the laws of Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items in contravention of any applicable laws in Hong Kong or any other jurisdiction; and

(d) he will ensure the persons from whom the Customer receives Instructions shall comply with the Margin and Variation Adjustment requirements as stipulated in the HKFE Rules.

13.3 以上的陳述、保證及承諾將會被視為在發出每項指示或執行每項指示前已再次重複作出。

The above representations, warranties and undertakings shall be deemed to be repeated immediately before each Instruction is given or executed.

14. 電子交易服務 Electronic Trading Services

14.1 在此條中，下列詞語及詞句應具下列含意：

「電子指示」指電子服務的提供及使用而言，中信期貨國際真誠地相信客戶或任何獲授權人透過系統發出的電子通訊；

「電子服務」指中信期貨國際不時提供的可使客戶通過電腦或電話給予購買、銷售和其它交易期貨和期權之電子指示和獲得相關報價及其他信息之裝置或服務，包括應用程序接入（“API”）及直接市場接入服務（“DMA”），如適用；

「**供應商**」指獨立第三方系統供應商及／或運營商，包括任何相關交易所；

「**系統**」指不時由提供商提供或運營並由客戶通過中信期貨國際賬戶使用的電子系統以及任何關聯軟件、硬件、設施及服務，以傳遞報價、信息、買賣盤、執行、配對或登記；和

「**第三方供應部件**」指任何非由供應商、中信期貨國際或任何其聯屬人提供的和系統有聯繫之任何部件（包括任何關聯軟件、硬件、設施及服務）。

In this Clause, the following words and expression shall have the following meanings:

“**Electronic Instruction(s)**” means, in relation to the provision and use of the Electronic Service, an electronic communication which CFI believes in good faith to have been given by the Customer or any Authorized Person via the System;

“**Electronic Service(s)**” means the electronic trading facility or service provided by CFI from time to time, which enables the Customer to give Electronic Instructions to purchase, sell and otherwise deal in Futures and Options, and to obtain relevant quotations and other information via the System on computer or mobile phone, including the services of application programming interface (“**API**”) and direct market access (“**DMA**”), where applicable;

“**Supplier**” means the independent third-party provider and/or operator of any part of the System, including any relevant exchange;

“**System**” means the electronic system for quotations, information, order-routing, execution, matching or registration, together with any associated software, hardware, facilities and services supplied or operated by the Supplier and used by the Customer through CFI’s account from time to time; and

“**Third-party Supplied Part**” means any part in connection with the System (including any associated software, hardware, facilities and services) which is not supplied by Supplier, CFI or any Affiliate of CFI.

- 14.2 此第 14 條適用於客戶在表格中要求或同意使用電子服務。客戶首次使用電子服務時，應視為已接納本第 14 條的條款及細則以及中信期貨國際通過不時發出的通知、信件、刊登或其它文件對其做出之變更、修改或擴展。

This Clause 14 shall apply where Customer requests or agrees to use Electronic Services in the Form. Upon adoption of the Electronic Services for the first time, the Customer shall be deemed to accept the terms and conditions set out in this Clause 14, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by CFI.

- 14.3 中信期貨國際對有關電子服務及系統不作明示或隱含的保證。客戶知悉該系統非為客戶個別需求開發而是為客戶選擇及客戶應就其意願及按其可承擔的風險按以「現狀」使用，且中信期貨國際不應為客戶的選擇或使用電子服務及系統而產生的任何後果負責。

CFI makes no warranties, express or implied, concerning the Electronic Services and the System. The Customer acknowledges that the System has not been developed for the Customer’s individual needs and has been selected and is used by the Customer on an “as is” basis at his/her/its own volition and risk and that CFI shall bear no responsibility whatsoever for any consequence arising from the Customer’s choice or use of the Electronic Services and System.

- 14.4 客戶應承擔所有透過電子服務而使用到或接觸到之數據、檔案、資訊、內容或其他資料（包括但不限於軟件）所帶來的責任及損失風險。

The Customer assumes full responsibility and risk of loss whatsoever resulting from its use of, or access to data, files, information, content, or other materials (including without limitation software) through the Electronic Services.

- 14.5 除非中信期貨國際與客戶另有書面協議，客戶須獨自負責安裝及維持任何相關硬件及軟件、與任何供應商達成所有就登入及使用系統所需的一切安排、並符合所有相關系統要求（包括安裝及更新任何適用的保安程序，以及任何由客戶訂立並涉及供應任何系統部件的適用協議）。

Unless CFI and the Customer have agreed otherwise in writing, the Customer shall be solely responsible for installing and maintaining any relevant hardware and software and for making all necessary arrangements with any Supplier in relation to obtaining access to and using the System, and complying with all requirements imposed in relation to the System, including installation and update of any applicable security procedures, and any applicable agreement entered into by the Customer in relation to the supply of any part of the System.

- 14.6 中信期貨國際無責任維持電子服務及透過系統給予的資訊，或為其提供任何修改或更新。電子服務及系統是在隨時修改而

無須給予事先通知的前提下予以使用。

CFI shall have no responsibility to maintain the Electronic Services and information made through the System or to supply any corrections or updates in connection therewith. Availability of the Electronic Services and System are subject to change without notice.

- 14.7 客戶需就經系統傳遞予中信期貨國際的電子指示及資訊之準確性和完備性及透過給予登入權限而對系統的使用承擔責任。中信期貨國際有權依據及遵照該電子指示（毋須就電子指示的真實性或其授權作出盡職調查）行動，並視該等資料為準確、完整及經客戶恰當授權及對客戶有約束力。任何中信期貨國際按任何有關電子指示及資料執行的任何交易，不論是否事實上已經由客戶授權執行，均對客戶具有約束力。電子指示只能經系統或其他中信期貨國際與客戶不時共同協議的方式才能撤銷或更改。客戶同意維持足夠的保安程序，防止任何非獲客戶正式授權的人士未經授權登入或使用系統，從而通過系統發出電子指示。在不違反第 14.3 條一般性的原則下，中信期貨國際不會就系統服務及系統的安全性對客戶作明示或隱含的保證，包括非獲授權人士截取或獲取客戶經系統傳遞的資訊。

The Customer is responsible for the accuracy and adequacy of all Electronic Instructions and information communicated via the System to CFI and for all use made of the System through the access provided to the Customer. CFI shall be entitled to rely and act on such Electronic Instructions (without conducting any due diligence as to the authenticity or authority of the Electronic Instructions) and treat such information as being accurate, complete and duly authorized by and binding on the Customer. Any transaction executed by CFI in accordance with any such Electronic Instruction or information shall be binding on the Customer regardless of whether or not it has in fact been effected with the Customer's authority. Electronic Instructions may only be revoked or amended via the System or such other way(s) as agreed between CFI and the Customer from time to time. The Customer agrees to maintain adequate security procedures to prevent unauthorized access to or use of the System by any person other than the Authorized Persons who are duly authorized by the Customer to give such Electronic Instructions to CFI via the System. Without prejudice to the generality of Clause 14.3, CFI makes no warranties whatsoever to the Customer, express or implied, regarding the security of the Electronic Services and the System, including with respect to the ability of unauthorized persons to intercept or access information transmitted by the Customer through the System.

- 14.8 中信期貨國際在任何情況下對其沒有被恰當及妥善收獲的任何電子指示並無責任。電子指示只會於相關的市場或交易所的正常交易時間執行。

Under no circumstances shall CFI be responsible for any Electronic Instruction for which it has not duly and properly received. Electronic Instructions will only be executed during normal trading hours of the relevant market or exchange.

- 14.9 客戶同意獲授權人是系統唯一獲授權用戶，並且須獨自地及全部負責中信期貨國際發給客戶的數碼證書、密碼及／或登入名稱的保密性、安全性及使用。

The Customer agrees that the Authorized Person(s) shall be the only authorized user(s) of the System, and shall be solely and wholly responsible for the confidentiality, security and use of the Customer's digital certificate, or the password and/or log-in name issued to the Customer by CFI.

- 14.10 除非另有協議，中信期貨國際不會執行任何客戶經系統下達的電子指示，除非其對客戶已存入及維持中信期貨國際不時要求的保證金及變價調整感到滿意。

Unless otherwise agreed, CFI will not execute any Electronic Instructions of the Customer through the System unless it is satisfied that the Customer has deposited and maintained the Margin and/or Variation Adjustments required by CFI from time to time.

- 14.11 除非及直至客戶接獲指示確認書，確認接獲及／或執行電子指示，中信期貨國際不應被視為已接獲及／或執行透過系統發出的電子指示（須符合依據中信期貨國際發出的相關交易確認及定期結單內列明的詳情）。

CFI shall not be deemed to have received and/or executed the Electronic Instructions given through the System unless and until the Customer is in receipt of an order acknowledgement confirming receipt and/or execution of the Electronic Instructions (subject to the details set out in the relevant confirmation of transaction and periodic statements issued by CFI).

- 14.12 客戶確認及同意，作為獲取電子服務及系統的條件，如果出現以下情況，客戶須即時通知中信期貨國際：

(a) 於發出一項電子指示後，客戶並未收到中信期貨國際的任何指示確認書或客戶指稱確認書列載之詳情不正確；或

(b) 客戶知悉任何對客戶數碼證書、登入名稱或密碼的任何未獲授權使用或披露或存取的情況，或任何未獲授權的交易已被執行。

The Customer acknowledges and agrees that, as a condition of availability of the Electronic Services and the System, the Customer shall immediately notify CFI if:

(a) after giving an Electronic Instruction, the Customer has not received any order acknowledgement from CFI or the Customer alleges that such acknowledgement contains incorrect details; or

(b) the Customer becomes aware of any unauthorized disclosure or use of or access to the Customer's digital certificate, log-in name or password or that any unauthorized transactions have been effected.

14.13 客戶進一步確認中信期貨國際對於市場數據或其他資訊服務的及時性、準確性或完整性並無作出任何聲明及保證，亦不保證系統服務的可用性。客戶同意中信期貨國際毋須對數據及其他資訊的任何偏差、錯誤或遺漏負上任何責任，或對系統及系統服務傳送的任何干擾或延誤、或中止或失靈、或因非中信期貨國際所能控制的情況下產生或導致的其他損失負上任何責任。

The Customer further acknowledges that CFI makes no representations and warranties on the timeliness, accuracy or completeness of market data or other information services, nor does CFI warrant the availability of the Electronic Services. The Customer agrees that CFI shall not be liable in any inaccuracy, error, or omission in the data and other information, or from any interruption or delay in the transmission, or suspension or breakdown of the System or the Electronic Services, or other loss arising from or caused by forces beyond the control of CFI.

14.14 受此第 14 條規限，中信期貨國際、其聯屬人及代理人不須負責客戶（或任何第三者）由於獲取電子服務或系統引致或任何其按照客戶發出的電子指示執行的任何交易而採取的行動或未有行動所導致客戶或致任何第三者遭受的任何損失。

Subject to this Clause 14, neither CFI nor any of its Affiliates or agents shall be liable to the Customer (or to any third party) for any loss suffered by the Customer (or any other third party) arising out of or in connection with the availability of the Electronic Services or the System hereunder or any act or omission undertaken by it in connection with effecting any transaction in accordance with the Electronic Instructions from the Customer.

14.15 如因任何不時發生的非中信期貨國際能控制的行動、事件或情況，包括但不限於：

(a) 工業糾紛、行動或任何政府或官方機構或由多個國家組成的團體或機構或機關或香港或以外的交易所或規管機構的規例；

(b) 服務失誤、延誤、中斷、干擾或不論何處的第三方電子通訊及電訊設備服務供應商遇到之操作困難；

(c) 任何通訊、電訊或電腦服務或電子器材暫停、故障、延誤、干擾或失常（按每單一事件計，不論屬全部或部分、暫時或永久）；

(d) 第三方未有履行完成交易的所需責任；

(e) 暫停或限制在任何交易所或市場進行交易或任何有關交易所、結算所及／或經紀人以任何理由未能完成其各自的責任；及

(f) 法院命令、火災、戰爭、天然災害、恐怖襲擊、暴動或內亂，而導致中信期貨國際未能履行、中斷或延遲履行其在本條款項下的責任，

則中信期貨國際或任何其聯屬人或任何其各自的代理人毋須為客戶（或任何第三者）因此遭受或招致任何形式的任何損失承擔責任。

In the event of any failure, interruption or delay in the performance of CFI's obligations hereunder as a result of any act, event or circumstance not within the control of CFI from time to time, including but not limited to:

(a) industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Hong Kong or elsewhere;

(b) service malfunctions, delay, suspension, interference, or operational difficulties encountered by third party service providers of electronic communications and telecommunication facilities wherever located;

(c) breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or in any communications, telecommunication or computer services or electronic equipment;

(d) defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any

transactions;

(e) suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker for any reason to perform their respective obligations; and

(f) orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion,

then neither CFI nor any of its Affiliates nor any of their respective agents shall be liable or have any responsibility of any kind for any loss thereby suffered or incurred by the Customer (or any third party).

14.16 在不影響第 14 條上述的條款的前提下，中信期貨國際或其聯屬人或任何其他其各自的代理人均不需就下列情況導致客戶或任何第三者遭受的任何直接或間接損失負責：

(a) 客戶的選擇及／或使用（不論是獲授權人或其他人士）系統或其他與中信期貨國際通訊的部件；

(b) 客戶以任何原因無法登入或使用系統或電子服務或其他部件；

(c) 系統無法傳遞（或延誤傳遞）任何電子指示（包括已收到電子指示的通知，如有）或執行或拒絕該電子指示的通知；或

(d) 因任何系統或可影響系統的器材或軟件錯誤或失常、或任何系統性能限制或任何系統部件供應商或操作商出現的錯誤，而造成任何由客戶向中信期貨國際發出的錯誤或遺漏的電子指示。

Without prejudice to the foregoing provisions of this Clause 14, neither CFI nor any Affiliate nor any of their respective agents shall be liable to the Customer (or any third party) for any loss arising directly or indirectly out of or in connection with:

(a) the Customer's choice and/or use (whether by Authorized Persons or otherwise) of the System or any part thereof for communication with CFI;

(b) the Customer's inability to access to or use of the System or Electronic Services or any part thereof for any reason;

(c) any failure by the System to transmit (or any delay in the transmission of) any Electronic Instruction (including acknowledgement of receipt of an Electronic Instruction, if any) or notification of execution or rejection of such Electronic Instruction; or

(d) any errors or omissions in any Electronic Instruction from the Customer to CFI that arise due to any system or any equipment or software error or malfunction in or affecting the System or constraints on the capacity of the System or any system or any error by any Supplier of any part of the System.

14.17 中信期貨國際不會就有關任何第三者供應部件、客戶選擇或（包括但不限於就客戶使用該第三者供應部件的適切性、該第三者供應部件的可用性、準確性、性能、表現或可信賴性）作任何性質的明示或隱含承諾、保證或陳述，中信期貨國際的代表人並無權力同意相反規定。在適用法律許可的範圍內，所有有關該等事宜的明示或隱含、法定或其他形式的陳述或保證均應被明確排除。

CFI makes no express or implied undertakes, warranties or representations of any kind whatsoever in relation to any Third-party Supplied Part, or to the Customer's choice or use of such Third-party Supplied Part, including, without limitation, as to the suitability or otherwise of such Third-party Supplied Part for the Customer's use or as to the availability, accuracy, capabilities, performance or integrity of such Third-party Supplied Part, and none of CFI's representatives has authority to agree to the contrary. To the extent permitted by applicable laws, all representations and warranties, express or implied, statutory or otherwise, as to such matters are hereby expressly excluded.

14.18 客戶明白由於互聯網不可預測的交通阻塞、開放性及公眾性質及其他原因，互聯網可能並不是一個可靠的通訊媒介，而該不可靠性亦非中信期貨國際所能控制。此可能導致交易受到傳輸延誤、錯誤資料傳輸、延遲執行或執行價格與發出指示時之價格差異、中信期貨國際與客戶間任何通訊中的誤解及謬誤、傳輸停頓、中斷及其他後果，客戶完全接納因選擇使用網上交易服務而帶來的上述各種後果。

The Customer understands that due to unpredictable traffic congestion, openness and public nature of internet and other reasons, internet may not be a reliable medium of communication and that such unreliability is beyond the control of CFI. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of Instructions at prices different from those prevailing at the time Instructions were given, misunderstanding and errors in any communication between CFI and the Customer, transmission blackouts, interruptions and other consequences, which the Customer accepts in full if he opts to use the Electronic Services.

14.19 中信期貨國際可依其全權的酌情權決定就客戶對系統的使用或就客戶傳遞予中信期貨國際而中信期貨國際可經系統接受的

電子指示或其他通訊的類型不時訂立限制及限額。

CFI may, from time to time, impose such restrictions or limits on the Customer's use of the System or on the type of Electronic Instructions or other communications which the Customer may transmit to CFI, and which CFI may accept, via the System, as CFI, in its sole discretion, determines.

- 14.20 任何中信期貨國際保留關於經系統通訊的電子指示及資訊的記錄均為該等事宜不可推翻之證據（除有明顯錯誤的情況下），及應為中信期貨國際之財產。
Any record maintained by CFI relating to the Electronic Instructions and information communicated via the System shall be conclusive evidence of such, save in the case of manifest error, and shall be the property of CFI.
- 14.21 中信期貨國際在識別出任何通過系統進行的可疑的操縱或違規交易活動後，保留即時採取步驟防止有關活動繼續進行的權利。
CFI upon identification of any suspected manipulative or abusive trading activities conducted via the System, reserves the right to take immediate steps to prevent such activities from continuing.
- 14.22 使用任何直達市場安排服務的客戶承諾，保證和陳述其不會將直達市場安排服務再轉授予另一人使用且其已符合中信期貨國際確立的基本要求，其中包括：
(a) 該客戶設有適當安排，以確保其使用者能熟練地及勝任地操作直達市場安排服務的系統；
(b) 該客戶理解並有能力符合適用的監管規定；及
(c) 該客戶設有足夠安排，以監察透過直達市場安排服務輸入的交易指示。
不論上述，中信期貨國際保留不時因應當前市況評估客戶是否符合對客戶的基本要求，及／或定期評估該名使用其直達市場安排服務的客戶是否繼續符合對客戶的基本要求，與及若客戶在中信期貨國際進行評估並中信期貨國際認為其不符合該等基本要求時，暫停及／或中止向客戶提供其直達市場安排服務的權利。
Customer who uses any DMA service undertakes, warrants and represents that he/she/it does not sub-delegate the DMA services to another person and he/she/it meets the minimum requirements established by CFI, which include:
(a) he/she/it has appropriate arrangements in place to ensure that he/she/it is proficient and competent in using the system for the DMA services;
(b) he/she/it understands and has the ability to comply with applicable regulatory requirements; and
(c) he/she/it has in place adequate arrangements to monitor the orders entered through the DMA services.
Notwithstanding the above, CFI reserves the right to evaluate from time to time whether the Customer meets the minimum client requirements in light of current market conditions and/or regularly assess whether the Customer using its DMA services continues to meet the minimum requirements, and to suspend and/or cease to provide its DMA services to the Customer if the Customer does not meet the minimum requirements at the time of the assessment in CFI's opinion.

15. 失責 Default

- 15.1 當出現以下任何情況：
- (a) 如果中信期貨國際認為客戶已經違反或未能履行本協議的任何條款；
 - (b) 客戶向中信期貨國際作出的任何陳述、保證或承諾在作出時或在其後在任何方面變成不正確；
 - (c) 當第三方向客戶作出破產呈請，或就客戶的自願或強制清盤已作出命令或已通過決議案，或已召開會議審議客戶應否進行清盤的決議案，或客戶為其債權人的利益作出或建議任何債務安排或債務重整；
 - (d) 若客戶與任何非其聯屬人合併或結合或出售其所有或實質部分業務或資產；
 - (e) 客戶於中信期貨國際或其聯屬人開設的戶口被發出任何財物扣押令、執行令或相應的手令或命令；
 - (f) 任何第三方就戶口中的任何期貨合約、期權合約或款項或其他資產提出申索；
 - (g) 中信期貨國際因客戶未能維持保證金規定或其他原因而認為對保障中信期貨國際的利益為必需的；
 - (h) 中信期貨國際認為必須遵守任何相關交易所、結算所或市場的組織章程、規則、規例、常規及慣例；
 - (i) 中信期貨國際認為客戶在業務、財務或其他情況或環境方面出現重大不利轉變，可能影響客戶履行本協議的責任的能力；
 - (j) 客戶維持戶口或履行本協議責任成為違法；或

(k) 如客戶為個人，而其身故或精神上無行為能力，則客戶欠負中信期貨國際的所有款項應即時到期並須支付，而中信期貨國際有權及其按絕對酌情權，在毋須給予通知或要求及在不影響其擁有的任何其他權利或補救的情況下，即時：

- (i) 取消任何仍未執行的期貨或期權買賣指示；
- (ii) 將中信期貨國際代客戶持有的任何未平倉合約平倉並將根據有關期貨合約或期權合約進行商品交收；
- (iii) 借用或購買任何需為客戶於任何未平倉期貨合約下用作交收的商品；
- (iv) 行使中信期貨國際代客戶持有的任何期權；
- (v) 出售或以中信期貨國際認為恰當的其他方式處置所有或任何部份保證金或其他中信期貨國際代客持有的非現金資產；及／或
- (vi) 行使其在本協議之下的任何權利。

Upon the happening of any one of the following events:

- (a) if, in CFI's opinion, the Customer has breached or failed to perform any terms of the Agreement;
- (b) if any representation, warranty or undertaking given by the Customer to CFI was when given or hereafter becomes incorrect in any respect;
- (c) a petition for bankruptcy is filed against or an order is made or resolution passed for the voluntary or compulsory winding up of the Customer, or a meeting is convened to consider a resolution that the Customer should be so wound up, or the Customer makes or proposes any arrangements or compositions for the benefit of any of its creditors;
- (d) if the Customer merges or consolidates with any person that is not an affiliate of the Customer or sells all or a substantial portion of its business or assets;
- (e) any warrant or order of attachment, execution or distress or equivalent order is issued against any of the Accounts of the Customer with CFI or any of CFI's affiliates;
- (f) any third party asserts a claim in respect of any Futures Contract, Option Contract or monies or other assets in the Account;
- (g) CFI considers it necessary to protect the interests of CFI because of the Customer's failure to maintain the Margin requirements or otherwise;
- (h) CFI considers it necessary to comply with the constitution, rules, regulations, practices and customs of any relevant exchange, clearing house or market;
- (i) in CFI's opinion, there occurs any material adverse change in the business, financial or other conditions or circumstances of the Customer which may prejudice its ability to perform its obligations under the Agreement;
- (j) it shall become unlawful for the Customer to maintain the Account or to perform any of its obligations under the Agreement; or
- (k) where the Customer is an individual, he dies or otherwise become mentally incapacitated, all amounts owing by the Customer to CFI shall become immediately due and payable and CFI shall be entitled and may, in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to CFI, forthwith to:

- (i) cancel any outstanding Instructions for the purchase or sale of Futures or Option;
- (ii) close out any open positions held by CFI on behalf of the Customer and make or take delivery of commodities pursuant to the relevant Futures Contract or Option Contract;
- (iii) borrow or purchase any commodity required to be delivered under any open Futures Contract on behalf of the Customer;
- (iv) exercise any Option held by CFI on behalf of the Customer;
- (v) sell or otherwise dispose of in such manner as CFI thinks fit all or any part of the Margin or any other assets held by CFI on behalf of the Customer which are not in the form of cash; and/or
- (vi) exercise any of its rights under the Agreement.

15.2 中信期貨國際並無責任就任何期貨合約或期權合約向客戶交付任何數額之有關商品或任何款項，直至客戶就任何該等合約或以任何其他根據本協議之條款而欠負中信期貨國際的所有款項及債項已償付或履行至中信期貨國際滿意的程度。

CFI shall not be obliged to deliver to the Customer any amount of the underlying commodity or any money to the Customer in respect of any Futures Contract or Option Contract until all sums due from and liabilities of the Customer to CFI in respect of any such contract or otherwise howsoever in accordance with the terms of the Agreement have been satisfied or discharged to the satisfaction of CFI.

15.3 在中信期貨國際採取第 15.1 條中列出的任何行動後，中信期貨國際將在可行的情況下盡快通知客戶。

After CFI has taken any action referred to in Clause 15.1, CFI will give notice to the Customer as soon as practicable.

16. 投資資料 Investment Information

16.1 儘管中信期貨國際或其聯屬人向客戶提供任何資料、建議或文件，客戶完全明白其進行的任何交易僅為其按照個人獨自之判斷及酌情權而進行。

The Customer fully understands that any transaction effected by the Customer shall be made solely upon exercise of his own judgment and at his own discretion notwithstanding any information, suggestion or documents CFI or its Affiliates may have provided to the Customer.

16.2 客戶同意中信期貨國際毋須就中信期貨國際提供的任何資料的及時性或任何不準確或不全面，或在客戶參考該等資料後或依賴該等資料進行任何交易的表現或結果而負上責任。

The Customer agrees that CFI will not be liable for the timeliness or any inaccuracy or incompleteness of any information provided by CFI or the performance or outcome of any transactions effected by the Customer by reference to or relying on such information.

17. 終止 Termination

17.1 本協議的任何一方可向對方給予不少於兩個工作日（星期六除外）的事先書面通知終止本協議。縱使有前述的規定，中信期貨國際有權在第 15.1 條所述的任何事件發生時立即終止本協議。終止協議將不會影響中信期貨國際在終止本協議之前執行的指示或影響任何一方在終止之前所累計可享有的任何權利、權力、責任及義務。

The Agreement may be terminated by either party by giving not less than two business days' (other than a Saturday) prior written notice to the other party. Notwithstanding the aforesaid, CFI may terminate the Agreement immediately upon the happening of any of the events referred to in Clause 15.1. Termination of the Agreement shall not affect any Instruction executed by CFI or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.

17.2 在終止本協議後，客戶應即時向中信期貨國際付還任何到期欠款或尚未支付的款項連帶所有應計利息，而中信期貨國際可採取第 15.1 條中所提述並其認為恰當的行動。

Upon termination of the Agreement, the Customer shall immediately repay to CFI any amounts due or owing to it together with all interest accrued thereon and CFI may take such action referred to in Clause 15.1 as it deems fit.

18. 通知 Notice

18.1 根據本協議由中信期貨國際向客戶所發出或作出的任何通知或其他通訊均可以專人交付、預支郵費郵遞（若為海外信件則以空郵發出）、通過電子媒介或傳真方法發出，並在下列情況下視為已妥為送達：

- (a) 若由專人交付送達，在交付時視為已妥為送達；
- (b) 若以預支郵費郵遞送達，則在郵遞後四十八小時或九十六小時（若以空郵寄出）視為已妥為送達；及
- (c) 若以郵件送達，則在郵件發出當天視為已妥為送達；及
- (d) 若以傳真方法送達，則在顯示傳真已完整地送發的報告發出時視為已妥為送達。

任何此等通知或通訊會按表格中所列的地址、傳真號碼或電郵地址發出或為了本條款之目的，按中信期貨國際同意的不時經客戶通知的其他地址、傳真號碼、電郵地址或其他指定方式發出。

Any notice or other communication to be given or made pursuant to the Agreement by CFI to the Customer may be made by personal delivery, prepaid post (airmail if overseas), electronic means (including e-mail) or facsimile and shall be deemed to have been duly served:

- (a) if delivered personally, at the time of delivery;
- (b) if sent by prepaid post, 48 hours or 96 hours (if by air mail) after posting;
- (c) if sent by e-mail, on the date it is delivered; and
- (d) if sent by facsimile, at the time of issuing of a transaction report indicating that the fax was sent in its entirety.

Any such notice or communication will be sent to the Customer at the address, facsimile number or e-mail address set out in the Form

or such other address, facsimile number, e-mail address or through other means as CFI may agree from time to time upon receiving the Customer's notification for the purpose of this clause.

18.2 就任何由客戶向中信期貨國際作出的通訊或通知，客戶必須以書面親身送遞或以預付郵資方式送往中信期貨國際通知的其最新商業地址，且客戶需要獨自承擔所有有關風險。該等通訊或通知在中信期貨國際實際收到有關通知後方能生效。
Any notice or communication made or given by the Customer to CFI shall be delivered or sent at his own risk in writing (either in person or by pre-paid post) to CFI's latest business address as notified by CFI and will be effective only upon actual receipt by CFI.

18.3 客戶同意中信期貨國際可以電子形式（「電子通訊」）向客戶發出任何通知、成交單據、交易確認、定期結單及通訊（如有）。客戶同意接受及承擔有關發送及接收電子通訊的所有風險，其風險包括但不限於：

(a) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊在本質上是不可靠的媒介，可能因互聯網不可預測的交通阻塞、所使用媒體的公眾性質及其他因素，導致干擾、傳輸中斷、延遲傳輸或錯誤資料傳輸；

(b) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊可能未被執行或被延誤；及

(c) 透過互聯網或其他電子媒介傳遞、發送及接收的個人資料可能被未經授權的第三方獲取。

客戶確認及同意中信期貨國際、其聯屬人及其各自的股東、董事、高級職員、員工、代表或代理人（統稱「有關人士」）對以上情況招致或有關的後果無須對客戶或任何其他人士承擔任何責任或負責，並特此免除所有向中信期貨國際及有關人士就上述事宜申索的權力。

The Customer has agreed that CFI may send any notice, contract notes, confirmations, periodic statements and communication (if any) to the Customer in electronic form ("Electronic Communication"), and the Customer agrees to accept and bear all the risks associated with the sending and receiving of the electronic communication, including but not limited to the risks as follows:

(a) communication, sending and receiving of the electronic communication conducted through the internet or other electronic media is, inherently an unreliable medium and may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;

(b) communication, sending and receiving of the electronic communication conducted through the internet or other electronic media may not be executed or may be delayed; and

(c) communication and sending and receiving of personal data through the internet or other electronic media may be accessed by unauthorized third parties,

and the Customer acknowledges and agrees that none of CFI and its affiliates and their respective shareholders, directors, officers, employees, representatives or agents (collectively "Relevant Persons") assumes any liability or responsibility to the Customer or to any other person for any consequences arising therefrom or in connection therewith and hereby waives all the rights of making any claims against CFI and the relevant persons in connection therewith.

18.4 若客戶已請求中信期貨國際提供信件留存服務，客戶茲此授權並同意中信期貨國際代客戶接收及持有所按本協議送遞給客戶的所有通知、通訊、成交單據、交易確認、定期結單及收據，直至客戶或其授權代表取為止。客戶承諾迅速地收取該等通知、通訊、成交單據、交易確認、定期結單及收據，任何未被取回的物件，可由中信期貨國際按其視為合適的方式處置。客戶同意接受所有與信件留存服務有關的後果及風險，包括但不限於延誤、錯誤、欺詐或偽造的風險。客戶同意全數彌償中信期貨國際與信件留存服務有關的所有損失。

If the Customer has asked CFI to provide hold-mail service, the Customer authorizes and agrees CFI to receive and hold on behalf of the Customer all notices, communications, contract notes, confirmations, periodic statements and receipts to be sent to the Customer hereunder until they are collected by the Customer or the authorized representative of the Customer. The Customer undertakes to collect promptly any such notices, communications, contract notes, confirmations, periodic statements and receipts and any uncollected items may be disposed of by CFI as it deems fit. The Customer accepts all consequences of and risks associated with the hold-mail service, including, without limitation, risks of delay, error, fraud or forgery. The Customer hereby agrees to fully indemnify CFI against all loss in connection with the provision of hold-mail service.

19. 聯名戶口及合夥商號 Joint Accounts and Partnerships

19.1 如果客戶包括一名以上個人人士（每名人士為「聯名戶口持有人」），該戶口將為擁有生存者取得權的聯名戶口。於任何一

名聯名戶口持有人身故，該已故人士於證券戶口的權益，將歸於尚存人士所有。

Where the Customer consists of more than one individual (each a “joint account holder”), the Account shall be a joint account with the right of survivorship. Upon the death of any joint account holder, the interest of the deceased joint account holder in the Account will endure to the benefits of the surviving joint account holder(s).

19.2 與本協議有關的每名聯名戶口持有人須共同及個別承擔責任。

The liabilities of each joint account holder in connection with the Agreement shall be joint and several.

19.3 任何一名聯名戶口持有人身故不會構成協議的中止，除非再無尚存的聯名戶口持有人。

The death of any one joint account holder does not operate to terminate the Agreement unless there remains no surviving joint account holder.

19.4 中信期貨國際對任何一名聯名戶口持有人作出的任何通知、付款或交付，應為中信期貨國際已完全地及充分地履行其根據協議通知、存款或交付客戶的責任。

Any notice, payment or delivery by CFI to any one of the joint account holders shall be a full and sufficient discharge of CFI’s obligations to notify, pay or deliver to the Customer under the Agreement.

19.5 如果任何一名聯名戶口持有人在精神上無行為能力或被頒布破產令或清盤令，或如果戶口的操作受到任何法院法令，或任何主管當局對任何一名聯名戶口持有人發出通知的影響，證券戶口的操作（包括提取或轉移資金或資產）將會暫時中止，直至破產管理人或接管人已被委任或獲得接管人或破產管理署署長同意或法院法令已經解除或有關通知已獲撤銷（視情況而定）。

In the event of any joint account holder being mentally incapacitated or if a bankruptcy order or winding up order is made against any joint account holder or if the operation of the Account is affected by any court order or notice from any competent authority against any joint account holder, the operation of the Account (including the withdrawal or transfer of funds or assets from the Account) will be suspended until an administrator or receiver is appointed or the consent of the receiver or official receiver is obtained or the court order is discharged or the relevant notice is removed (as the case may be).

19.6 當顧客是合夥商號：

- (a) 不論合夥商號的組織章程或名稱有任何轉變、或合夥人身故、破產、退休或有任何新合夥人加盟、或任何合夥人的權力有任何變更或終止，本協議對合夥商號的不時的合夥人共同地及個別地具有法律的約束力；
- (b) 即使任何其他合夥人或擬受本協議約束的其他人士不受約束，每名合夥人均受約束；
- (c) 中信期貨國際有權就任何事宜分別與一名合夥人交易，包括解除或撤銷該合夥人的任何責任，而不影響任何其他合夥人的責任；及
- (d) 合夥人對於另一合夥人的責任或債務並無擔保或作出補救的權利。

Where the Customer is a partnership:

- (a) the Agreement shall be binding on the partners of the partnership from time to time jointly and severally notwithstanding any change in the constitution or name of the partnership, or any change in the partners by reason of death, bankruptcy, retirement or admission of any new partner, or any modification or termination of any powers of any partner;
- (b) each partner shall be bound even though any other partner or any other person intended to be bound by the Agreement is not;
- (c) CFI shall be entitled to deal separately with a partner on any matter, including the release or discharge of the liability of that partner to any extent, without affecting the liability of any other partner; and
- (d) no partner shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another partner.

20. 一般條款 General Provisions

20.1 在本協議中所述的時間於各方面均為重要要素。

Time shall in every respect be of the essence under the Agreement.

- 20.2 客戶茲此確認其已收到及閱讀協議的英文及／或中文版本，並且其完全明白及接受本協議的條款。客戶同意中文版本僅作為參考之用。在本協議及適用的風險披露聲明中英文版本間出現歧異時，以英文版本為準。
- The Customer hereby confirms that he has received and read the English and/or Chinese versions of the Agreement and that the Customer fully understands and accepts the terms of the Agreement. The Customer agrees that Chinese version is merely for reference only. In the event of discrepancy between the English version and the Chinese version of the Agreement and the applicable risk disclosure statement, the English version shall prevail.
- 20.3 若本協議所載的一項或超過一項條文在任何適用法律下於任何方面被視為無效、不合法或未能執行，在本協議內所載的其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。
- If any one or more of the provisions contained in the Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 20.4 (a) 協議應讓中信期貨國際、客戶及其各自個別的繼承人，以及任何享有中信期貨國際在本協議中部分或所有權利或義務的承讓人或受讓人受益，並對上述人士具約束力。
- (b) 在未經中信期貨國際事先書面同意前，客戶不得轉移或轉讓其在本協議中所有或任何的權利或義務。
- (c) 中信期貨國際可未經客戶同意而轉移及轉讓其在本協議中所有或部分的權利、利益及義務，並可向潛在的受讓人或承讓人或擬就本協議與中信期貨國際簽訂合約安排的任何其他人士披露中信期貨國際認為合適用作該等合約安排之用的資料，包括客戶、戶口及客戶交易。
- (a) The Agreement shall benefit and be binding on CFI and the Customer and their respective successors, and any assignee or transferee of some or all of CFI's rights or obligations under the Agreement.
- (b) The Customer may not assign or transfer all or any of his rights or obligations under the Agreement without the prior written consent of CFI.
- (c) CFI may, without the Customer's consent, transfer and assign all or part of its rights, benefits and obligations under the Agreement and disclose to a potential transferee or assignee or any other person proposing to enter into contractual arrangements with CFI in relation to the Agreement such information about the Customer, the Account and the Customer's transactions as CFI may think fit for the purposes of such contractual arrangements.
- 20.5 中信期貨國際未有或延遲行使本協議的任何權利、權力、補救或特權不應視作放棄該等權利，而單一或部分行使、執行或寬免任何該等權利、權力或特權亦不妨礙中信期貨國際作進一步行使、執行有關權利、權力、補救或特權，或行使或執行本協議中的任何其他權利、權力、補救或特權。
- Failure or delay in exercising any rights, power, remedies or privilege by CFI in respect of the Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power, remedies or privilege preclude CFI from further exercise, enforcement, or the exercise or enforcement of any other right, power, remedies or privilege hereunder.
- 20.6 客戶同意中信期貨國際在表格中或以其他方式不時要求提供的資料是中信期貨國際向客戶提供本協議項下之服務所必須的。若客戶未能向中信期貨國際提供該等資料，中信期貨國際未必能夠為客戶提供或繼續提供有關的服務。客戶可經常聯絡中信期貨國際的客戶服務部以查閱及要求更改或修改該等資料。該等資料連同中信期貨國際不時從客戶取得的任何其他資料可披露予中信期貨國際不時發出經修訂或補充有關香港個人資料（私隱）條例的通告中列明的人士及用作該通告中所指定的用途。在不損前述的前提下，中信期貨國際可在任何規管人（包括期交所或證監會）要求下，向該規管人提供戶口的詳情以協助其進行或擬進行的調查、審查或查詢。
- The Customer agrees that the data requested by CFI in the Form or otherwise from time to time is necessary for CFI to provide the services to the Customer under the Agreement. If the Customer fails to provide the same to CFI, CFI may not be able to provide or continue to provide such services to the Customer. The Customer may always contact the customer service department of CFI to gain access to and request correction or amendment to such data. Such data together with any other data of the Customer obtained by CFI from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in the Circular relating to the Personal Data (Privacy) Ordinance of Hong Kong issued by CFI as amended or supplemented from time to time. Without prejudice to the foregoing, CFI may, if requested by any Regulator (including HKFE or SFC), provide to such Regulator

details of the Account in order to assist it with any investigation, examination or enquiry it is undertaking or proposes to undertake.

- 20.7 客戶明白亦同意中信期貨國際可指派任何人士作為其代理人（簡稱「收數公司」）以催收任何客戶按本協議到期未付中信期貨國際的金額，而客戶需對中信期貨國際因此而每次需付的合理收費及開支負責（至任何適用法律所容許之程度）。此外，中信期貨國際，客戶亦明白及同意中信期貨國際有權，就該目的於任何時候透露客戶的個人資料予收數公司。
The Customer acknowledges and agrees that CFI may appoint any person as its agent (“debt collection agent”) to collect any amount due by the Customer to CFI under the Agreement and the Customer shall be responsible for all reasonable costs and expenses which may be incurred by CFI for that purpose on each occasion up to such extent as may be permitted by any applicable laws. Further, CFI shall have, and the Customer admits and agrees that CFI does have, the right to disclose to the debt collection agent any of the Customer’s personal data for that purpose on any occasion.
- 20.8 只要中信期貨國際及其聯屬人按誠信原則下行事，且在並無嚴重疏忽、欺詐或蓄意失責的情況下，中信期貨國際及其聯屬人毋須就任何延遲或未有履行義務及因此而導致的任何損失承擔責任。此外，中信期貨國際及其聯屬人毋須對任何直接或間接地源自任何其無法控制的事件所引致的任何損失或任何後果負責，包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、戰爭、罷工、市場情況、騷動、恐怖主義行為或恐怖主義行為的恫嚇或自然災害。
Neither CFI nor its Affiliates shall be liable for any delay or failure to perform obligations and any loss resulting therefrom so long as they have acted in good faith in the absence of gross negligence, fraud and willful default. Moreover, CFI and its Affiliates shall not be held responsible for any loss or any consequences resulting whether directly or indirectly from any events or circumstances beyond their control including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party’s conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, or natural disasters.
- 20.9 客戶確認其經已獲通知中信期貨國際主要負責客戶事務的代表的全名及該代表按該條例持牌或註冊詳情（包括中央編號）。中信期貨國際將會就該負責代表的任何變更通知客戶。
The Customer acknowledges that he has been advised of the full name of the representative of CFI primarily responsible for the Customer’s affairs and particulars of the license or registration maintained by such representative (including the CE number) pursuant to the ordinance. CFI will notify the Customer of any change of such responsible representative.
- 20.10 本協議中並無任何條款應視為移除、排除或限制客戶或中信期貨國際於法例或法規下之任何權利或義務，惟在香港之法例或法規下容許之範圍除外。
No provision of the Agreement shall operate to remove, exclude or restrict any rights and obligations of the Customer or CFI under the laws or regulations of Hong Kong except to the extent permitted thereunder.
- 20.11 客戶須在有關到期日或在中信期貨國際要求時支付的本協議項下客戶應向中信期貨國際繳付的所有款額，及應即時以可動用並不受任何條件或產權負擔限制的資金以該債務的貨幣在有關到期日繳付。所有繳款須為全數繳款，不可作出抵銷或反申索及不可扣除或扣起任何現有的或將來的稅款、關稅、課稅或作任何其他性質的扣減或預扣。如任何將須繳付予中信期貨國際的費用須繳付稅款、須作任何扣減或其他的預扣（除有關中信期貨國際收入的稅款外），如有需要的話，客戶須立即向中信期貨國際繳付此等額外金額以確保中信期貨國際所收取的金額相等於在沒有作出該等繳付稅款、扣減或預扣任何金額前中信期貨國際應收的款項。
All sums payable by the Customer to CFI under the Agreement shall be paid on the relevant due dates or on demand by CFI in immediately available funds free from any conditions or encumbrances in the currency of the indebtedness. All such payments shall be made in full without set off or counterclaim and free and clear of and without any deductions or withholdings for or on account of any present or future taxes, imposts, duties or other deductions or withholdings of any nature whatsoever. If any payment to be made to CFI is subject to any tax, deductions or withholdings (other than tax on CFI’s income), then the Customer will forthwith pay to CFI such additional amounts as may be necessary to ensure that CFI’s receipt is equal to the amount which CFI would otherwise have received had there been no such tax, deductions or withholdings.
- 20.12 本協議廢除及取代之前的所有委託及協議，除非客戶與中信期貨國際另作出書面安排，任何其後客戶在中信期貨國際開設的戶口將按本協議操作。

The Agreement revokes and supersedes all previous mandates and agreements. Subject to contrary arrangements in writing between the Customer and CFI, any Account subsequently opened by the Customer with CFI will be operated subject to the Agreement.

20.13 中信期貨國際承諾就其在名稱、商業地址、證監會持牌狀況、或證監會分配的中央編號、或其按照本協議提供的服務的性質、或保證金要求（包括利息費用、保證金追收、未經客戶同意為客戶平倉的情況）方面出現的任何重大變更通知客戶。客戶承諾表格所載或在其他方面與本協議有關的資料如有任何重大變更時知會中信期貨國際。

CFI undertakes to notify the Customer of any material change to its name, business address, licensing status with SFC or the CE number assigned by SFC, or to the nature of the services to be provided by it under the Agreement, or to the Margin requirements (including interest charges, Margin calls and the circumstances under which the Customer's positions may be closed out without the Customer's consent). The Customer undertakes to notify CFI of any material change to the information provided by the Customer to CFI in the Form or otherwise in connection with the Agreement.

21. 修改 Amendment

21.1 中信期貨國際有權於任何時間在給予客戶事先通知的情況下對協議的條文（包括任何此等條款）進行增加、修改、刪除或豁免。此等通知可通過任何合理的通訊方式（包括但不限於在中信期貨國際網站刊登相關變化內容或向客戶發出書面通知或修改後的協議或其有關部分）進行。如果客戶反對該等修訂，客戶必須以第 18.2 條規定的形式在中信期貨國際相關通知要求的時限內通知其。若在該等時限內中信期貨國際沒有收到客戶的反對通知，客戶被視作已接受修訂。

CFI is entitled to add, amend, delete or waive the provisions of the Agreement (including any of these Terms and Conditions) at any time by giving prior notice to the Customer. Such notice can be by any reasonable mode of communication, such as, without limitation, by posting notice of such amendments on CFI's website, or by sending a written notice or the revised Agreement (or relevant parts thereof) to the Customer. If the Customer objects to the amendment, the Customer must notify CFI in the manner as provided in Clause 18.2 hereof within the time stated by CFI in the related notification. If no written objection is received from the Customer as aforementioned, the Customer is deemed to have accepted the amendment.

22. 管轄法律及適用規定 Governing Law and Applicable Regulations

22.1 本協議及本協議中的所有權利、義務及責任均受香港法律所管限及據其解釋。

The Agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of Hong Kong.

22.2 就任何與本協議產生的糾紛而言，客戶同意接受香港法院的非獨有司法管轄權管轄，但接受該管轄並不損害中信期貨國際於任何其他具有司法管轄權的法院向客戶提出起訴之權利。

The Customer hereby submits to the non-exclusive jurisdiction of the Hong Kong courts in the event of any dispute arising out of the Agreement. Such submission shall not prejudice CFI's right to commence action against the Customer in any other court of competent jurisdiction.

22.3 若客戶為在香港以外地方居住或註冊的人士或公司，客戶茲委任表格中所列的人士作為法律文件接收人，以收取任何涉及客戶的法律訴訟的所有通知及通訊，而客戶亦同意就在香港法院進行的法律訴訟而言，任何送達任何法律文件至該法律文件接收人，即構成對客戶的法律文件的妥善送達。在不影響根據前述句子委任的法律文件接收人的有效性，或送達法律文件至該法律文件接收人的有效性，而客戶已於表格或按照本協議第 18.1 條向中信期貨國際提供香港的住址（「香港地址」）的前提下，客戶同意就香港法院進行的法律訴訟而言以郵遞或送交方式將法律文件送達該香港地址，即構成對客戶妥為送達法律文件。

If the Customer is an individual resident or a company incorporated outside Hong Kong, the Customer hereby appoints the process agent as set out in the Form to be his process agent to receive all notices and communications relating to any legal proceedings involving the Customer, and the Customer agrees that any service of any legal process on such process agent shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts. Without prejudice to the validity of the appointment

of the process agent pursuant to the foregoing sentence or the validity of the service of legal process on such process agent, to the extent that the Customer has provided to CFI an address in Hong Kong in the Form or pursuant to Clause 18.1 (the “Hong Kong Address”), the Customer agrees that service by way of post or delivery to the Hong Kong address shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts.

23. 仲裁 Arbitration

23.1 中信期貨國際擁有全權的選擇權及絕對酌情權，決定凡因本協議引致或與本協議相關的任何爭議、爭執或申索、或由此導致的違約、終止或失效，須根據現時生效的《聯合國國際貿易法委員會仲裁規則》（須受任何本條項下修訂管轄）以仲裁方式解決。指定仲裁員的機構為香港國際仲裁中心。仲裁須於香港國際仲裁中心進行，並須只由一名仲裁員仲裁。任何有關仲裁須由香港國際仲裁中心根據本協議日期生效的香港國際仲裁中心仲裁規則進行，包括《聯合國國際貿易法委員會仲裁規則》所包含的附加規則。仲裁程序所使用的語言應為英語。

At the sole option and absolute discretion of CFI, any dispute, controversy or claim arising out of or relating to the Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force subject to any amendment specified in this Clause. The appointing authority shall be Hong Kong International Arbitration Centre (“HKIAC”). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of the Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

專業投資者的風險與後果

Risks and Consequences of Professional Investor

由於閣下已被視作為專業投資者，中信期貨國際可能獲豁免遵守以下部分或全部所載列的規定（視適用情況）：

As a result of you being treated as a Professional Investor, CFI may be exempted from taking parts or all actions (as applicable) as described below:

(a) **有關客戶的資料：** 我們需要確立閣下的財政狀況、投資經驗和投資目標（除非閣下是提供企業融資意見的持牌人或註冊人）。
Information about Customers. We are required to establish your financial situation, investment experience or investment objectives (except where we are providing advice on corporate finance work).

(b) **合適性：** 我們需要確保向閣下作出的建議或招攬行為就閣下的財政狀況、投資經驗和投資目標而言是合適的。
Suitability. We are required to ensure that a recommendation or solicitation is suitable for you in light of your financial situation, investment experience or investment objectives.

(c) **客戶對衍生工具的認識：** 我們需要評估閣下對衍生工具的認識，並根據閣下對衍生工具的認識將閣下分類。
Customer's knowledge of derivatives. We are required to assess your knowledge of derivatives and characterize you based on your knowledge of derivatives.

(d) **客戶協議書：** 我們需要根據《證券及期貨事務監察委員會持牌或註冊操守準則》（簡稱「操守準則」）的規定就提供予閣下的服務與閣下訂立客戶協議書。
Customer agreement. We are required to enter into a written agreement with you in the form contemplated by the Code of Conduct relating to the services to be provided to you.

(e) **風險披露：** 我們需要就閣下有關於交易所衍生的風險提供書面警告或相關的風險披露聲明。
Risk disclosures. We are required to provide you with a written warning in respect of the risks involved in any transactions we enter into with you or to bring those risks to your attention.

(f) **交易相關的資料：** 如我們向閣下分銷投資產品（包括向閣下銷售或從閣下購買投資產品），我們需要在訂立交易前或在訂立交易時向閣下交付（於操守準則第 8.3A 段所列的）有關資料。
Information relating to transactions. Where we distribute an investment product to you (including where we sell an investment product to or buys such investment product from you), we are required to deliver information (as set out in paragraph 8.3A of the Code of Conduct) to you prior to or at the point of entering into the transaction.

(g) **委託帳戶：** 我們在為閣下進行未經閣下特定授權的交易之前，我們需要根據操守準則的程序取得閣下的書面授權及我們需要解釋此項授權及每年確認一次此項授權。
Discretionary accounts. We are required, in connection with any discretionary account, to follow certain provisions set out in the Code of Conduct in relation to the procedures to be followed to obtain from your authority in writing prior to effecting transactions for your account and are required to explain such authority or reconfirm it on an annual basis.

(h) **為客戶提供資料：** 我們需要提供有關我們的業務、及可能會與閣下聯絡的持牌人及代表持牌人的僱員和其他人士的身分和受僱狀況的資料。
Information about the firm. We are required to provide you with information about our business or the identity and status of employees or others acting on our behalf with whom you may have contact.

(i) **迅速的確認：** 在為閣下進行交易後，我們需要盡快向閣下確認有關該宗交易的重點。
Prompt confirmation. We are required to confirm promptly the essential features of a Transaction after effecting a Transaction for you.

(j) **納斯達克—美國證券交易所試驗計劃(NASDAQ—Amex Pilot Program)：** 如閣下想透過香港交易所買賣在納斯達克—美國證券交易所試驗計劃下交易的證券，我們需要向閣下提供關於納斯達克—美國證券交易所試驗計劃的資料文件。
NASDAQ—Amex Pilot Program. If you wish to deal through the Stock Exchange of Hong Kong (the *Exchange*) in securities admitted to trading on the Exchange under the NASDAQ-Amex Pilot Program, we are required to provide you with documentation about the program.

(k) **成交單據、戶口結單及收據：** 根據《證券及期貨（成交單據、戶口結單及收據）規則》（第 571Q 章），我們須按照該規則的條文規定向閣下提供成交單據、戶口結單及收據（視屬何情況而定）。如我們已以書面通知閣下而我們並沒有從閣下收到任何反對或如閣下與我們以書面議定的話，我們則可豁免遵守有關的規定。
Contract notes, statements of accounts and receipts. Pursuant to the Securities and Futures (Contract Notes, Statements of Accounts and Receipts) Rules (Cap. 571Q), we are required to provide you with contract notes, statements of accounts and receipts (as the case may be) as stipulated under the said Rules. We may be exempt from such requirements provided that we have notified you of the same in writing and no objection is received from you or provided that you have agreed with us of the same in writing.

請閣下留意，雖然中信期貨國際沒有法律責任去遵守以上規定，但中信期貨國際仍可能會行使酌處權執行以上的規定。這並不表示閣下不被視為專業投資者。

Please note that CFI may, at its discretion, take any of the actions described above even though it is under no regulatory obligation to do so. Its doing so does not reflect a determination that it is no longer treating you as a Professional Investor.

風險披露聲明

Risk Disclosure Statement

本聲明並不盡錄買賣期貨及期權的所有風險和其他重要事項。按照風險而言，客戶僅應在先瞭解其將訂立合約的性質（及合約關係）以及其中所涉及的風險程度之後方進行該交易。期貨及期權買賣並非適合多數的大眾投資者。客戶應因應本身之投資經驗、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買賣。

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, the Customer should undertake such transactions only if he understands the nature of the contracts (and contractual relationships) into which he is entering and the extent of his exposure to risk. Trading in Futures and Options is not suitable for many members of the public. The Customer should carefully consider whether trading is appropriate for him in light of his experience, objectives, financial resources and other relevant circumstances.

期貨及期權交易的風險 Risk of Trading Futures and Options

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，閣下所蒙受的虧蝕可能會超過閣下最初存入的保證金數額。即使閣下設定了後備指示，例如「止蝕」或「限價」指示等，亦未必能夠避免損失。市場情況可能使該等指示無法執行。閣下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，閣下的未平倉合約可能會被平倉。然而，閣下仍然要對閣下戶口內任何因此而出現的短欠數額負責。因此，閣下在買賣前應研究及理解期貨合約及期權，以及根據閣下本身的財政狀況及投資目標，仔細考慮這種買賣是否適合閣下。如果閣下買賣期權，便應熟悉行使期權及期權到期時的程序，以及閣下在行使期權及期權到時的權利與責任。

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

保證金交易的風險 Risk of Margin Trading

藉存放抵押品而為交易取得融資的虧損風險可能極大。閣下所蒙受的虧蝕可能會超過閣下存放於中信期貨國際作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示，例如「止蝕」或「限價」指示無法執行。閣下可能會在短時間內被要求存入額外的保證金或繳付利息。假如閣下未能在指定的時間內支付所需的保證金或利息，閣下的抵押品可能會在未經閣下的同意下被出售。此外，閣下將要為閣下戶口內因此而出現的任何短欠數額及需繳付的利息負責。因此，閣下應根據閣下的財政狀況及投資目標，仔細考慮這種融資安排是否合適閣下。

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

在香港以外地區收取或持有客戶資產的風險 Risk of Customer's Assets Received or Held outside Hong Kong

中信期貨國際在香港以外地區收取或持有客戶資產將受到有關海外司法管轄區適用的法律和規則所監管，而該等法律和規則與該條例及其規則或有不同。因此，該客戶資產未必能享有在香港收取或持有客戶資產所能獲得的相同保障。

The Customer's assets received or held by CFI outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

授權代存郵件或直接郵寄予第三方的風險 Risk of providing an Authority to Hold Mail or to Direct Mail to Third Parties

假如閣下已授權中信期貨國際代存郵件或直接郵寄予第三方，則客戶必須盡速親身收取所有閣下戶口之成交單據及戶口結單，並加以詳細閱讀，以確保可及時發現任何差異或錯誤。

If you provide CFI 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.

期貨 Futures

「槓桿」效應 Effect of 'Leverage' or 'Gearing'

買賣期貨的風險非常高。由於基本保證金金額相對地低於期貨合約本身之價值，因此交易能起「槓桿」作用。市場相對的輕微波動也會對閣下投入或將需要投入的資金造成大比例的影響。所以，對閣下而言，這種效應可以說是利弊參半。閣下可能要承受虧蝕全部基本按金及任何向中信期貨國際存入額外金額的風險，以維持本身的倉位。若果市況不利閣下倉位或保證金水平調高，閣下就會被催繳並須在短時間內存入額外資金以維持本身倉位。假如閣下無法在指定時間內符合繳付額外資金的要求，閣下可能會在虧蝕情況下被迫平倉，所有因此而造成的任何虧損亦一概由閣下承擔。

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 CFI 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.

減低風險買賣盤或投資策略 Risk-reducing orders or strategies

即使採用某些目的為減低損失的買賣盤（例如「止蝕」盤或「止蝕限價」盤），也可能作用不大，因為市況可以令該等買賣盤無法執行。至於運用不同持倉組合的策略，如「跨價買賣」和「馬鞍式」組合等，也可能須承擔與持有最基本的「長」倉或「短」倉同樣高的風險。

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.

期權 Options

不同風險程度 Variable degrees of risk

買賣期權的風險非常高。投資者不論是購入或沽出期權，均應先瞭解他們預期買賣的期權類別（即認沽期權或認購期權）以及相關的風險。閣下應連同期權金及所有交易成本，計算出期權價值必須增加的程度才能獲利。

購入期權的投資者可選擇沽出作平倉或行使期權又或任由期權到期作廢。當期權持有人選擇行使期權，就必須進行現金交收或是購入或交付相關的資產。若購入的是期貨合約的期權，期權持有人將獲得期貨倉位，並附帶相關的保證金責任（見上文「期貨」一節）。如所購入的期權在到期時已沒有價值，閣下需承受全部的投資損失，包括所有期權金和交易費用。假如閣下擬購入極價外期權，必須注意這類期權要變成有獲利的機會極微。

出售（「沽出」或「賣出」）期權承受的風險要比買入期權高得多。雖然賣方可收到定額期權金，但賣方所承受的損失可能遠超越該金額。倘若市況不利期權賣方時，其將有責任投入額外保證金以維持倉位。此外，期權賣方還需承擔買方行使期權的風險，即賣方有責任以現金進行交收或履行買入或交付相關資產的責任。若賣出的是期貨合約的期權，則期權賣方將獲得期貨倉位，並附帶相關的保證金責任（見上文「期貨」一節）。若期權賣方持有相應數量的相關資產或期貨或其他期權作「備兌」，則所承受的風險或會減少。若期權並沒有被「備兌」安排，則虧損風險可以是無限大。

某些司法管轄區的交易所容許期權買方延遲支付期權金，令買方支付保證金的責任不超過期權金。儘管如此，買方最終仍須承受虧損期權金和交易費用的風險。當期權被行使又或到期時，買方有需要支付任何當時餘下未繳付的期權金。

Transactions in Options carry a high degree of risk. Purchasers and sellers of Options should familiarize themselves with the type of Options (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 Options is on a Futures Contract, the purchaser will acquire a Futures position with associated liabilities for Margin (see the section on Futures above). If the purchased Options expire worthless, you will suffer a total loss of your investment which will consist of the Option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money Options, you should be aware that the chance of such Options becoming profitable ordinarily is remote.

Selling ('writing' or 'granting') Options generally entails considerably greater risk than purchasing Options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional Margin to maintain the position if the market moves unfavorably against him. 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 a Futures Contract, the seller will acquire a position in a Futures Contract with associated liabilities for Margin (see the section on Futures above). If the Option is 'covered' by the seller holding a corresponding position in the underlying interest or a Futures Contract or another Option, the risk may be reduced. If the Option is not covered, the risk of loss can be unlimited.

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

期貨及期權的其他共同風險 Additional Risks Common to Futures and Options

合約的條款及細則 Terms and conditions of contracts

閣下應向中期貨國際查詢閣下買賣的期貨或期權合約的條款及細則，以及有關的責任（如在何等情況下閣下或須就期貨合約的相關資產進行交收及就期權而言，到期日以及行使的時間限制）。交易所或結算公司在某些情況下，或會修訂尚未完成合約的細則（包括期權的行使價），以反映合約所涉及資產的改變。

You should ask CFI 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.

暫停或限制交易及價格關係 Suspension or restriction of trading and pricing relationships

市場情況（例如市場流通量不足）及／或某些市場的規則操作（如因為價格限制或一些「跌停板」的措施，而暫停任何合約或合約月份的交易）均可導致難以完成甚或不能完成交易或進行平倉／對沖，從而增加損失的風險。如果閣下賣出期權後遇上這情況，損失的風險也可能較大。

此外，相關資產與期貨之間以及相關資產與期權之間的一般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而定，但期權本身則不受限制。缺乏相關資產參考價格使投資者難以判斷「公平」價格的水平。

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

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

存放的款項及財產 Deposited cash and property

閣下必須瞭解清楚在本地或外國的交易而存放的款項或其他財產所能獲得的保障，尤其在發生有關機構破產或無力償還債務的情況時。閣下能取回閣下的款項或財產的程度可能受特定的法例或當地法規所規管。在某些司法管轄區，若有不足數額時，被認定屬於閣下的資產亦將會被視作現金按比例分配支付。

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

manner as cash for purposes of distribution in the event of a shortfall.

佣金及其他收費 Commission and other charges

在閣下開始交易之前，閣下先要清楚瞭解需要繳付的所有佣金、費用或其他收費。這些費用將直接影響閣下的純利潤（如有）或增加閣下的損失。

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.

在其他司法管轄區進行交易 Transactions in other jurisdictions

在其他司法管轄區市場（包括與本地市場有正式連繫的市場）進行交易可使閣下面對額外的風險。該等市場可能受給予投資者不同或較少保障的法規所管轄。閣下在交易之前，必先要查明有關該項交易的所有規則。投資者本身所在地的監管機構將不能迫使進行閣下交易的其他司法管轄區的監管機構或市場執行有關規則。在開始交易之前，閣下應先向中信期貨國際查詢本身所在地及其他司法管轄區所提供的補救方法種類的詳情。

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 CFI for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

貨幣風險 Currency risks

以外幣計算的合約買賣所帶來的利潤或虧蝕（不論交易是否在本身所在的司法地區或其他地區進行），均會在需要將合約的貨幣單位轉為另一種貨幣時，受到匯率波動的影響。

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.

交易設施 Trading facilities

電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或結算交易。與所有設施及系統一樣，它們有可能會暫時中斷或失靈。閣下追討若干虧損的能力可能受限於系統供應商、市場、交易所、結算所及／或參與者商號就承擔責任而實施的限制。該等限制可能有所不同，閣下應就此方面向中信期貨國際查詢有關詳情。

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 exchange, the clearing house and/or participant firms. Such limits may vary; you should ask CFI for details in this respect.

電子交易 Electronic trading

透過電子交易系統上進行交易可能不僅有別於公開叫價市場，甚至會與在其他電子交易系統上進行交易不同。如果電子交易系統上進行交易，閣下將要面對與系統相關包括硬件及軟件失靈的風險。任何系統故障可能會導致未能按照閣下的指令執行指示，又或根本沒有執行閣下的指示。

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.

場外交易 Off-exchange transactions

在某些司法管轄區，並只有在特定的情況下，經紀行可獲准進行場外交易。中信期貨國際可能作為閣下在該宗交易中的對手方。情況是有可能難以或不能將現有倉盤平倉、評估價值、確定公平價格或評估所面對的風險。因此，此等交易可能涉及更大風險。場外交易的監管或會比較寬鬆，又由另一套的監管機制監管。閣下從事該等交易之前，應先瞭解適用的規則及其伴隨的風險。

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. CFI 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.

中信期貨國際有限公司個人資料私隱政策聲明

CITIC Futures International Company Limited Personal Data Privacy Policy Statement

- 一. 閣下可能需要或在日後可能被要求不時向中信期貨國際提供閣下之個人資料或資訊。在執行中信期貨國際向閣下提供的服務下之預期交易的過程中，中信期貨國際需要或可能不時收集更多個人資料或資訊（在本聲明內，所有該等個人資料及資訊均稱為「資料」）。

You may or may in future be requested to supply personal data or information from time to time to CFI. In the carrying out of the transactions contemplated under any service provided to you by CFI, and further personal data or information shall or may be collected by CFI (all such personal data or information is referred to as "Data" in this Statement).

- 二. 閣下必須向中信期貨國際提供在表格或其他文件上的資料，而未能提供該等資料可能導致中信期貨國際未能向閣下提供或繼續提供任何服務，或未能透過閣下開立的戶口進行或繼續進行交易。

A request for data in the Form or otherwise shall oblige you to provide data to CFI, and any failure to do so may result in CFI being unable to provide or continue to provide any service to you, or unable to effect or continue to effect transactions under any Account opened by you.

- 三. 中信期貨國際可向下列人士提供閣下的資料：

1. 中信期貨國際有限公司（「中信期貨國際」）及其任何關連公司；
2. 可能以其名義登記閣下證券或其他資產之任何代表人；
3. 向中信期貨國際或其任何任何附屬公司提供有關業務營運的行政、數據處理、財務、電腦、電訊、付款、證券結算、清付、專業或其他服務之任何承辦商、代理、服務供應商、銀行、基金公司、結算所或保險公司；
4. 中信期貨國際代表閣下或與閣下的戶口有關而與其進行或擬進行交易之任何人士或該等人士之代表；
5. 信貸資料機構，或在未如期付款時，收賬公司；
6. 任何中信期貨國際權利或業務的實質或潛在承讓人、受讓人、參與人、分參與人、代表或繼承人；
7. 政府機構、監管機構、交易所或其他機構或機關，無論是否受適用於中信期貨國際及其任何附屬公司之法例、規例或其他法規所規定；及
8. 執法機關（包括但不限於香港警察及廉政公署）。

以上人士所在司法轄區可能沒有與《個人資料（私隱）條例》大體上相似或大致與此條例目的相同之法律，亦即是說，閣下的個人資料未必可以獲得與在香港相同或類似程度的保障。

CFI may provide data about you to the following classes of persons:

1. CFI and any of its affiliate companies;
2. any nominees in whose name your securities or other assets may be registered;
3. any contractors, agents, service providers, banks, fund houses, clearing houses or insurance companies which provide administrative, data processing, financial, computer, telecommunication, payment, clearing, settlement, professional or other services to CFI or any of its affiliate companies;
4. any person with whom CFI enters into or proposes to enter into transactions for your Account(s) or in connection with your Account(s), or persons representing the same;
5. credit reference agencies, and, in the event of default, debt collection agencies;
6. any actual or potential assignee, transferee, participant, sub-participant, delegate or successor of the rights or business of CFI;
7. governmental, regulatory, exchanges or other bodies or institutions, whether as required by law, regulations applicable to CFI or any of its affiliate companies; and
8. law enforcement bodies (including but not limited to Hong Kong Police and Independent Commission Against Corruption).

Jurisdictions where the above persons situated in may not have data protection laws, which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance, in place. That means your personal data may not be protected to the same or similar level in Hong Kong.

- 四. 閣下之資料可不時用作下列目的：

1. 為閣下的戶口進行操作，致使閣下就有關交易或其他事項所發出之指令生效，及執行閣下之其他指示；
2. 就有關閣下的戶口提供服務；
3. 對閣下進行信貸查詢或調查及查明閣下之財政狀況、持續信貸狀況及投資目標，以及容許或協助任何其他人士進行上述事項；
4. 確定欠負閣下或閣下欠負的債務金額、或為惠及中信期貨國際或其任何附屬公司行使抵押品、押記權或其他權利及權益；
5. 為中信期貨國際或其任何附屬公司之現有及日後之服務或產品（例如銀行及金融服務或產品）進行直接促銷及市場推廣，無論中信期貨國際會否從中獲得報酬；
6. 容許與閣下及／或閣下之戶口有關的中信期貨國際權利或業務的實質或潛在承讓人、受讓人、參與人或分參與人評估擬以該讓與、轉讓、參與或分參與為主體的交易；
7. 遵守約束中信期貨國際及其任何附屬公司或任何其他人士之任何法定、監管或其他規定；
8. 進行法律所允許之核對程序（定義見個人資料（私隱）條例）；及
9. 一切與上述有聯繫、有附帶性及有關的用途。

Your data may be used for the following purposes from time to time:

1. operating your Account(s), giving effect to your orders relating to transactions or otherwise, and carrying out your other Instructions;
2. providing services in connection with your Account(s);
3. conducting credit enquiries or checks on you and ascertaining your financial situation, ongoing credit worthiness and investment objectives, and enabling or assisting any other person to do so;
4. determining the amount of indebtedness owed to or by you, or collecting, enforcement of security, charge or other rights and interests in favor of CFI and any of its affiliate companies;
5. direct marketing and promotion of existing and future services or products (e.g. banking and financial services or products) of CFI and any of its affiliate companies; in respect of which CFI may or may not be remunerated;
6. enabling CFI's actual or potential assignee, transferee, participant or sub-participant of CFI's rights or business in respect of you or your Account(s) to evaluate the transaction intended to be the subject of the assignment, transfer, participation or sub-participation;
7. observing any legal, regulatory or other requirements to which CFI or any of its affiliate companies, or any other persons may be subject;
8. conducting matching procedures (as defined in the Personal Data (Privacy) Ordinance) as permitted by law; and
9. all other incidental and associated purposes relating to the above.

- 五. 中信期貨國際採取適當的步驟保護持有的資料，以免該等資料有所遺失、在未經授權的情況下被查閱、使用、修改或披露。閣下向中信期貨國際在香港提供的所有資料或受到相關法律保護。

Appropriate steps have been taken to protect data collected against loss, unauthorized access, use, modification or disclosure. And all data you provide to CFI within Hong Kong may be protected under the applicable laws.

- 六. 閣下可要求獲取一份由中信期貨國際持有閣下資料的副本，並可要求更改任何失準的資料。任何該等要求應寄發予中信期貨國際有限公司之個人資料主任，地址為香港中環添美道 1 號中信大廈 23 樓 2312-16 室。中信期貨國際可就任何該等要求收取合理費用。閣下可查悉中信期貨國際對於資料的政策及慣例與請求獲告知中信期貨國際持有的個人資料種類。閣下有權要求獲告知會向信貸資料服務機構或收帳公司例行披露資料的項目，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收帳公司提出查閱和更改資料要求。閣下在悉數清償該戶口的所有未償欠款而結束戶口時，可指示中信期貨國際要求該信貸資料服務機構，從其資料庫刪除中信期貨國際曾經提供的戶口資料，惟是項指示須於結束戶口後 5 年內發出，而該戶口在緊接結束之前 5 年內，並無拖欠超過 60 天的記錄。假如該戶口有拖欠超過 60 天的記錄，信貸資料服務機構可以保留有關記錄，直至欠款悉數清償之日起計滿 5 年為止，或中信期貨國際接獲的解除破產令生效日期起計滿 5 年為止，以較早發生者為準。

You may request a copy of your data kept by CFI. You may request the correction of the data that is inaccurate. Any such request may be addressed to the Personal data Officer of CFI at the address at 23rd Floor, Rm 2312-16 CITIC Tower, 1 Tim Mei Avenue, Central, Hong Kong. CFI may charge a reasonable fee for handling any such request. You may ascertain CFI's policies and practices in relation to data and request to be informed of the kind of personal data held by CFI. You may also request to be informed which items of data are routinely

disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency. In relation to data which has been provided by CFI to a credit reference agency, to instruct CFI upon termination of an Account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the Instruction is given within five years of termination and at no time did the Account have a default of payment lasting in excess of 60 days within 5 years immediately before Account termination. In the event the Account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default or five years from the date of discharge from a bankruptcy as notified to CFI, whichever is earlier.

- 七. 中信期貨國際需得到閣下同意方可使用閣下的個人資料作直接促銷。如閣下於客戶資料表格上簽署及表示同意受此通告約束，將被視為同意上述用途及目的。閣下可隨時免費要求中信期貨國際停止使用閣下之個人資料作直接促銷。有關要求可寄發予上述地址之個人資料主任。

Please note that CFI may not be able to use your Data for direct marketing purposes unless it has received your consent. By signing the Form and agreeing to be bound by this circular, you are deemed to have given CFI your consent for the above uses and purposes. CFI shall cease using your Data in direct marketing if so requested by you without any charge. Any such request can be sent to our Personal Data Officer at the above address.

- 八. 本通告不會限制閣下在個人資料（私隱）條例下享有的權利。

Nothing in this circular shall limit your rights under the Personal Data (Privacy) Ordinance.

- 九. 本聲明將構成閣下與中信期貨國際訂定之所有合約、協議及其他具約束力的合同之組成部份。

This statement shall become an integral part of all contracts, agreements and other binding agreements which you enter into with CFI.

客戶須知

Notice to Customers

客戶需具備的開戶條件 Requirements for Customers to Open an Account

1. 客戶須以真實的、合法的身份開戶。
Customers shall use authentic and legal identities to open an account.
2. 客戶須保證資金來源的合法性並符合所有適用司法地區的法律及法規。客戶須保證所提供的身份證、護照、通行證等其他有關資料的真實性、合法性及有效性。
Customers shall guarantee that the source of fund is legal and in compliance with laws and regulations of all applicable jurisdictions and that Customer's identity card, passport, entry permit or other relevant information are genuine, legal and valid.

客戶需知曉的事項 Information for Customers

1. 知曉期貨及／或期權交易風險 Knowledge on risks of Futures and Options trading
客戶應知曉從事期貨及期權交易具有風險，並已學習、掌握期貨及期權交易風險管理制度。客戶應在開戶前對自身的經濟承受能力和心理承受能力做出客觀判斷，應仔細閱讀條款以及有關香港個人資料（私隱）條例之通告。
Customers shall be aware that Futures and Options trading are risky and ensure that they have already studied carefully and understood the risk management rules concerning Futures and Options trading. Before opening an account, Customers shall make an objective assessment of their risk-taking level from a financial and psychological perspective, and read carefully the terms and conditions and the circular relating to the Personal Data (Privacy) Ordinance of Hong Kong.
2. 知曉期貨及／或期權交易規則 Knowledge on the rules for Futures and/or Options Trading
客戶應知曉期貨及期權的法規和交易規則。各交易所的期貨及期權交易規則在其相關網站有公示，客戶應在交易過程中嚴格遵守。
Customers shall have clear understanding of the laws, regulations and trading rules for Futures and Options trading. Trading rules for Futures and Options of the relevant Exchanges are published on their respective websites. Customers shall strictly adhere to such rules in the course of trading.
3. 知曉客戶本人須對其代理人的代理行為承擔民事責任 Knowledge on Customer's civil liabilities arising out of the acts of their agent
客戶代理人是基於客戶的授權，代表客戶實施民事行為的人，代理人向客戶負責。代理人在代理許可權內以客戶名義進行的行為即視為客戶自己進行的行為，客戶對代理人代理行為的後果承擔一切責任。
The Customer's agent is authorized by the Customer to perform civil acts on its behalf, and the agent is accountable to the Customer. Civil acts performed by an agent in the Customer's name within the scope of the agency shall be regarded as being performed by the Customer himself. The Customer shall bear all liabilities arising out of the acts of the agent under agency.
4. 知曉密碼的使用及管理 Knowledge on the use and management of password
客戶會同時獲取客戶帳號及相對應的初始交易密碼及初始資金密碼。獲取帳號視同已獲取相對應的密碼。客戶知曉應在首次轉入資金前更改上述密碼，無論任何情況客戶首次轉入資金後即被視為已修改初始密碼。
Customers will be provided with an account number and the corresponding initial transaction password and initial transfer password. Being provided with an account number shall be deemed as having the corresponding password at the same time. Customers shall change the password before depositing any fund for the first time. In any event, Customers shall be deemed to have changed the password after they deposited fund for the first time.

客戶應避免使用本人證件上相關資料作為使用密碼並有義務妥善及安全地保管自己的交易密碼及資金密碼。因客戶未能妥善及安全地保管上述密碼而造成的一切後果由客戶自行承擔。
Customers shall avoid using any data on their identity documents as a password and shall have the obligations to properly and securely keep the transaction password and the transfer password. Customers shall bear the entire liabilities arising out of the failure in keeping the passwords properly and securely.

5. **知曉通知事項查詢方式 Knowledge on notifiable events and enquiry channels**

中信期貨國際將不時發出通知事項，包括但不限於交易所交易規則變更通知，中信期貨國際保證金、手續費等交易和結算參數調整通知，客戶交易結算報告，追加保證金通知，強制平倉通知書，中信期貨國際交易系統、行情系統、網站變更通知等等。中信期貨國際將通過中信期貨國際有限公司網站、客戶網上交易端等管道向客戶發佈不涉及客戶私有交易情況的通知事項。客戶交易結算報告、追加保證金通知、強制平倉通知書、單獨調整保證金通知等客戶私有報告或通知事項將通過客戶本身提供的電郵地址或中信期貨國際向客戶提供的電郵位址單獨發佈。中信期貨國際通過上述任何一種方式發佈通知事項即視為已履行了對客戶的通知義務。

From time to time, CFI will notify the Customer of, including, but not limited to, amendments of trading rules, change of the CFI's Margin requirements, transaction fee and other trading and settlement information, customer transaction settlement report, notice of Margin call, notice of forced liquidation, and notice on the change of the CFI's trading system, quote system and websites. CFI will inform the Customers of notifiable events that are not related to Customers' private transactions through different channels including the website of CITIC Futures International Company Limited and the Customers' online trading terminal. Private reports and /or notifications, such as the customer transaction and settlement report, notice of Margin call, notice of forced liquidation and notice on individual change of Margin, will be sent to the Customers separately through e-mail address that having been provided by the Customers to CFI or having been provided by CFI to the Customers. CFI's dissemination of notifications through any of the above channels will be regarded as having fully discharged its obligations of notification owed to the Customers.

6. **知曉風險控制原則/措施 Knowledge on risk management rules/measures**

客戶通過中信期貨國際進行期貨及/或期權交易即同意中信期貨國際有權進行風險控制。中信期貨國際有權在期貨及/或期權交易相關法律法規等許可的範圍內按照雙方約定的風險控制條件實施相應風險控制措施。中信期貨國際按照約定的條件實施的風險控制措施產生的一切責任、損失和費用均由客戶完全承擔。

If the Customers conduct Futures and/or Options trading through CFI, the Customers will be deemed to have agreed that CFI shall have the right to conduct any risk management measures. So far as not contravening any laws and/or regulations relating to the respective Futures and/or Options trading, CFI shall have the right as agreed by the Customer to take any risk management measures. Customers shall bear the entire liabilities, losses and expenses incurred or caused by any risk management measures taken by CFI within the scope as agreed.

7. **知曉倫敦金屬交易所（簡稱 LME）的有關特點 Knowledge on the characteristics of London Metal Exchange (LME)**

LME 期貨合約的結算規則規定，合約未到期盈利可以作為交易保證金但不得提前支取。合約平倉可能須通過調期才能完成，兩個合約之間調期的升貼水，無法通過計算獲得，而需要以各經紀商的報價為依據。調期交易只收取單邊手續費，如調期時間在十四日內則免收手續費。

As stipulated under the LME settlement rules of futures contract, earnings accrued before the maturity of a futures contract could be used as trading Margin, but cannot be realized before the maturity date. Contract liquidation will be conducted via the way of carrying between contracts. The rate of the carried futures contracts cannot be ascertained by simple calculation and shall be determined by reference to the quotes of the participants in question. A one-side trading fee will be charged for the transaction of carrying, and carrying within 14 days will be free of trading fee.

免責聲明

Disclaimer

1. 恒生指數期貨 免責聲明

恒生指數服務有限公司（[恒指公司]）目前印行、編匯及計算若干股票指數，亦可能按 Hang Seng Data Services Limited ([HSDS]) 的要求，不時印行、編匯及計算其他股票指數（統稱[上述恒生指數]）。上述恒生指數的標記、名稱及編匯計算程式乃 HSDS 的專有財產及專利。恒指公司已授予香港期貨交易所有限公司（[期交所]）一項特許權，准其使用[恒生指數]及其四個分類指數、[恒生中資企業指數]及[恒生國企指數]，其用途只限於根據此等指數分別設立、銷售及買賣期貨合約，並可不時授予期交所用任何其他上述恒生指數作相應用途，以根據此等其他上述恒生指數設定期貨合約（統稱[上述期貨合約]）。恒指公司可隨時修訂或更改編匯及計算任何上述恒生指數以及任何有關的計算程式、成分股及系數的程式及基準，而毋須作出通告，而期交所可隨時要求期交所指定的某等上述期貨合約，參照另外一項或多項將予計算的指數進行買賣及交收。期交所、HSDS 及恒指公司，概不就上述恒生指數及其編匯、計算及任何有關的資料的準確性或完整性，向期交所任何參與者或任何第三者作出擔保或聲明或保證，亦無給予或隱含有關上述恒生指數或其中任何一項的任何擔保、聲明或保證。再者，期交所、HSDS 及恒指公司概不就為上述期貨合約或其中任何一項及/或其買賣的緣故或與其有關的事宜而使用上述恒生指數或其任何一項，或就恒指公司匯編及計算上述恒生指數或其中任何一項的任何不確、遺漏、錯誤、謬誤、延誤、幹擾、中斷、更改或失 效(包括但不限於因疏忽而引起者)，或買賣上述期貨合約或其任何一項的任何期交所參與者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，承擔任何責任。任何期交所參與者或任何第三者，概不得對期交所及 / 或 HSDS 及 / 或恒指公司提出與本免責聲明所述事項有關或該等事項引致的索償、訴訟、或法律行動。買賣上述期貨合約或其任何一項而完全知悉本免責聲明的任何期交所參與者或任何第三者，不應在任何方面倚賴期交所、HSDS 及/或恒指公司。

HANG SENG INDICES FUTURES DISCLAIMER

HSI Services Limited (“HSI”) currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited (“HSDS”) from time to time (collectively, the “Hang Seng Indices”). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the Hong Kong Futures Exchange Limited (the “Exchange”) by way of license the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on such indices respectively and may from time to time grant to the Exchange corresponding use of any other Hang Seng Indices for the purposes of and in connection with futures contracts based on such other Hang Seng Indices (collectively, “Futures Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the 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 indices to be calculated. Neither the Exchange nor HSDS nor HSI warrants or represents or guarantees to any participant of the Exchange or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant of the Exchange 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 of the Exchange or any third party against the Exchange and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any participant of the Exchange 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 HSI.

2. 恒生指數期權免責聲明

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3. 香港期貨交易所有限公司免責聲明

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他股票指數或專利產品（[期交所指數]），乃屬期交所的財產。期交所指數的編匯及計算程式，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匯及計算程式及基準，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匯及計算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參與者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匯及計算任何期交所指數的任何其他人士，於編匯及計算任何期

交易所指數的任何不確、遺漏、錯誤、謬誤、延誤、幹擾、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參與者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。任何期交所參與者或任何第三者，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。參與買賣以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 的任何期交所參與者或任何第三者，不應在任何方面倚賴期交所。

HONG KONG FUTURES EXCHANGE LIMITED 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 participant of the Exchange 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 participant of the Exchange 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 participant of the Exchange or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any participant of the Exchange 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.

4. 香港交易所資訊服務有限公司免責聲明

香港交易所資訊服務有限公司、其控股公司及／或該等控股公司的任何附屬公司均竭力確保所提供資訊的準確和可靠度，但不能保證其絕對準確和可靠，且亦不會承擔因任何不準確或遺漏而引起的任何損失或損害的責任（不管是否侵權法下的責任或合約責任及其他責任）。

HKEx INFORMATION SERVICES LIMITED

HKEx information services limited, its holding companies and/or any subsidiaries of such holding companies endeavor to ensure the accuracy and reliability of the information provided but do not guarantee its accuracy or reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

中信期貨國際有限公司(「中信期貨國際」)的「海外賬戶稅收合規法案」和「共同匯報標準條例」

政策

Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standard (“CRS”) Policies of CITIC Futures International Company Limited (“CFI”)

根據美利堅合眾國(「美國」)頒佈由2010年3月18日起生效的《海外賬戶稅收合規法案》(「FATCA」)及美國政府與中華人民共和國香港特別行政區(「香港」)政府於2014年訂立的政府間協議，香港金融機構須向稅務及／或其他政府機關申報客戶的某些資料，並在若干情況下對客戶美國來源的固定、可審定、年度或定期性收入預扣稅款。

香港亦已通過本地法例，落實執行「共同匯報標準條例」，據此，金融機構必須向香港政府當局(如香港稅務局)申報有關客戶的稅務居民身份的若干資料，而有關資料亦可提供予若干外地政府當局。

為符合有關FATCA、共同匯報標準條例及其他相關規例的監管規定，中信期貨國際實施本附錄載列的條款和條件，以規管客戶與中信期貨國際之間的相關權責。

Under Foreign Account Tax Compliance Act (“FATCA”) enacted by the United States of America (“U.S.”) and became effective on 18 March 2010 and the Inter-governmental Agreement entered into between U.S. government and the government of Hong Kong Special Administrative Region of the People's Republic of China (“Hong Kong”) in 2014, financial institutions in Hong Kong are required to report certain information of their clients to tax and/or other governmental authorities and withhold on clients' U.S. source Fixed, Determinable, Annual, or Periodical income in certain circumstances.

Hong Kong has also passed local legislation to implement the Common Reporting Standard (“CRS”) under which financial institutions must report certain information with respect to tax residency of their clients to the Hong Kong Government Authority (e.g. Hong Kong Inland Revenue Department), which may be shared with certain offshore Government Authorities.

For compliance of the regulatory requirement in relation to FATCA, CRS and other related regulations, CFI implemented the terms and conditions of this Appendix to govern the relevant rights and obligations between the clients and CFI.

1. 私隱豁免 Privacy Waiver

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

The Client hereby irrevocably authorizes CFI to disclose and/or submit such information provided by the Client, including without limitation to personal/institutional information, to the competent regulatory or governmental authorities in the relevant jurisdiction (including without limitation to U.S. Internal Revenue Service, U.S. Department of the Treasury and Hong Kong Inland Revenue Department) for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

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

The Client further acknowledges that CFI may not notify the Client such disclosure or submission as required by the applicable laws or regulations, and agrees that it will not require CFI to make such notification to the Client before or after the disclosure or submission of the information to the relevant authorities.

2. 提供資料的其他保證 Further Assurance for Provision of Information

2.1 符合FATCA、共同匯報標準條例及其他相關法規、守則和規則的規定，客戶承諾及時向中信期貨國際提供所需資料，包括但不限於客戶在中信期貨國際不時指定的表格和相關帳戶開立表格以及相關報稅表上填報的個人／機構資料。

The Client undertakes that it will promptly provide CFI such information, including without limitation to the personal/institutional information in the form and the relevant account opening forms designated by CFI from time to time and the relevant tax forms completed by the Client, for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

- 2.2 客戶須確保根據第2.1條向中信期貨國際提供的所有資料保持真確、完備及準確，並無誤導成分。
The Clients shall ensure that the information provided to CFI under section 2.1 shall always be true, complete and accurate without misleading in all material aspects.
- 2.3 客戶也承諾，如根據第2.1條向中信期貨國際提供的任何資料在任何時候更改或變得失實、不完備、不準確或具有誤導成分，客戶將從速（在任何情況下，在30天內）通知中信期貨國際，並向中信期貨國際提供所需的最新資料。
The Clients further undertakes that it will promptly (in any event, within 30 days) notify CFI whenever any information provided to CFI under section 2.1 is changed or becomes untrue, incomplete, inaccurate or misleading and provide CFI the necessary updated information.
- 2.4 如中信期貨國際要求，客戶須從速（在任何情況下，在30天內）向中信期貨國際提供所需的額外或替代證明文件、表格及其他文件證據，包括但不限於期滿失效的報稅表（如有）的替代報稅表、客戶的書面國籍聲明、喪失美國國籍證明書及私隱條例的豁免。
Upon CFI's request, the Client shall promptly (in any event, within 30 days) provide CFI such additional or substitute certificates and forms and other documentary evidences, including without limitation to the substitute tax forms of expired tax forms (if any), the Client's written nationality statement, certificate of loss of U.S. nationality and privacy waivers.
- 2.5 客戶確認及同意，如客戶未有向中信期貨國際提供第2條要求提供的資料，中信期貨國際可按其唯一及絕對酌情決定權，更改客戶帳戶的FATCA或共同匯報標準條例狀況、暫停客戶帳戶的交易活動、預扣客戶帳戶內的資產、取消客戶帳戶或出售帳戶內的資產，以產生可預扣稅款。
The Client acknowledges and agrees that failing to provide CFI information as required under this Section 2 will entitle CFI to change the FATCA or CRS status of the Client's account, suspend the trading activities under the Client's account, withhold the assets in the Client's account, close the Client's account, or sell the assets in the account to produce withholdable payments at CFI's sole and absolute discretion.
- 2.6 中信期貨國際將遵照《個人資料（私隱）條例》及其他適用資料私隱政策保留及使用客戶的個人/機構資料。
CFI will keep and use the Client's personal/institutional data in compliance with the Personal Data (Privacy) Ordinance and other applicable data privacy policy.

3. Withholding Authorization 預扣稅款的授權

- 3.1 客戶授權中信期貨國際在其按唯一絕對酌情決定權認為出現以下情況時，預扣客戶帳戶內的所有資產或其任何部分（以現金或其他形式持有）或出售帳戶內的資產以產生可預扣稅款：
The Client hereby authorizes CFI to withhold any part of or all assets in the Client's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if, at CFI's sole and absolute discretion:
- (a) 客戶未能及時向中信期貨國際提供所要求的資料或文件或客戶所提供的任何資料或文件不是最新，準確或完整的，使得中信期貨國際無法確保其能持續符合或依從FATCA的規定；
The Client do not provide CFI with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or complete such that CFI is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;
- (b) 客戶的FATCA狀況被界定為不合作或不合規海外金融機構；
the FATCA status of the Client is identified as recalcitrant or non-participating foreign financial institutions;
- (c) 並無可靠證據可將客戶視為已獲豁免遵守FATCA或其他相關規例的預扣稅規定；
there is no reliable evidence to treat the Client as exempted from withholding requirement under FATCA or other relevant regulations;
- (d) 相關司法管轄區內的合資格監管或政府機關規定徵收預扣稅；或
the withholding is required by competent regulatory or governmental authorities in the relevant jurisdiction; or

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

the withholding is otherwise necessary or appropriate for the compliance of the requirements under FATCA and other related laws, regulations, codes and rules.

4. Indemnification 彌償

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

The Client hereby agree to hold CFI and its directors, officers, employees and agents (the “Indemnified Persons”) indemnified against all losses, liabilities, costs, claims, actions, demands or expenses (including but not limited to, all reasonable costs, charges and expenses incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur or which may be made against the Indemnified Persons arising out of, or in relation to or in connection with:

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

any breach or alleged breach of the terms and conditions hereunder, whether by act or omission, of the Client; and

(b) 客戶及／或客戶帳戶在任何方面不符合FATCA、共同匯報標準條例或任何其他適用法規、守則和指令，

any non-compliance of FATCA, CRS or any other applicable laws, regulations, codes, and orders in relation to the Client and/or the Client’s account,

但如有關損失或損害賠償是出於獲彌償人士的故意失責或欺詐則另作別論。

except where such loss or damages arise from willful default or fraud of the Indemnified Persons.

4.2 客戶承諾對中信期貨國際為符合FATCA、共同匯報標準條例及其他適用法規、守則和指令的規定而引致或涉及的任何事宜所產生的任何處事程式或調查提供協助。在這種情況下，中信期貨國際如得知出現上述處事程式將通知客戶，除非適用法規禁止則另作別論。

The Client undertakes to assist CFI in any proceeding or investigation arising in any matter out of or in connection with the compliance with the requirements under FATCA, CRS and other applicable laws, regulations, codes, and orders. In such case, CFI will notify the Client when CFI becomes aware of such proceedings, unless prohibited by applicable laws and regulations.

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

If any payment to be made by the Client to the Indemnified Persons under the clauses hereunder is subject to deduction or withholding tax, the sum payable by the Client in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Indemnified Persons receive on the due date and retain (free from any liability in respect of such deduction, withholding or payment) a net sum equal to what the Indemnified Persons would have received if no such deduction, withholding or payment been made or required to be made.

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

The Client shall continue to be bound by the provisions of this clause despite the Client ceasing to be an Account holder or the termination of any account.

5. 納入條件和條款 Incorporation with the Terms and Conditions

5.1 本附錄須視作納入有關客戶帳戶的條件和條款作為當中的一部分，並可由中信期貨國際按其唯一絕對酌情決定權不時作出修訂。如條件和條款與本附錄有任何衝突或抵觸，一概以本附錄的條款為準。

This Appendix shall be deemed to be incorporated as a part of the Terms and Conditions in relation to the Client’s account and subject to

amendments made by CFI from time to time at CFI's sole and absolute discretion. In case of conflict or inconsistency between the Terms and Conditions and this Appendix, the terms of this Appendix shall prevail.

5.2 除非另行訂明，否則本附錄所用詞彙與有關客戶帳戶的條件和條款所界定詞彙具有相同涵義。

Unless otherwise defined, capitalized terms in this Appendix shall have the same meaning as defined under the Terms and Conditions in relation to the Client's account.

6. 語言Language

6.1 本附錄以中英文書寫，如有任何衝突或不一致，以英文版本為準。

This Appendix is prepared in both English and Chinese. If there is any conflict or inconsistency, the English version shall prevail.