



安信國際

ESSENCE INTERNATIONAL

Essence Futures (Hong Kong) Limited

安信期貨（香港）有限公司

Agreement for Futures and Options Trading

期貨及期權交易協議書

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STANDARD TERMS AND CONDITIONS FOR FUTURES AND OPTIONS TRADING**期貨及期權交易標準條款**

In consideration of Essence Futures (Hong Kong) Limited (“EFHK”) for opening or maintaining in its absolute discretion one or more account(s) in the name of the Client (hereafter defined) in order to purchase or sale or carry out any other dealing in Futures Contracts and/or Options Contracts mentioned herein and/or providing Client in its absolute discretion any related services, the Client agrees that all transactions and /or dealings executed by EFHK for or in connection with the Client’s account(s) and/or the said related services shall be subject to the standard terms and conditions stipulated therein the Agreement for Futures and Options Trading (the “Agreement”) and the Client agrees with EFHK to be bound by the Agreement. If the Client utilizes or continues to utilize the services of EFHK, this shall constitute the Client’s acceptance of the standard terms and conditions in the Agreement which constitute a legally binding contract between the Client and EFHK. This Agreement shall be in substitution for and to the exclusion of any prior terms of business between the Client and EFHK relating to the subject matter of this Agreement.

由於安信期貨(香港)有限公司(“安信期貨”)根據其絕對酌情權以客戶(定義見下文)的名義開立或維持一個或多個戶口作為買賣或以其他方式處置下文提及的期貨合約及/或期權合約之用/或根據其絕對酌情權向客戶提供有關的服務,客戶同意安信期貨代表客戶進行於或有關於客戶戶口及/或上述有關之服務之一切交易或處置均須符合期貨及期權交易協議書(“本協議”)的標準條款及條件而客戶向安信期貨同意受本協議所約束。如客戶使用或繼續使用安信期貨之服務,則構成客戶接受本協議之條款及條件,而該等條款及條件將構成客戶與安信期貨之間具法律約束力的合同。本協議代替及免除客戶與安信期貨之間任何有關於本協議前所定之業務條款。

1. INTERPRETATION 釋義

1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:-

本協議內除非上文下理另有規定,以下各稱謂的解釋如下:

“Account” means the account or accounts (whether designated by name, number or otherwise) opened and maintained by the Client with EFHK from time to time for use in connection with its trading in Futures Contracts and/or Options Contracts;

“戶口”是指“客戶”不時於安信期貨開立及維持,作為其期貨合約及/或期權合約交易活動所用的一個或多個戶口(不論是以名稱或號碼或其他方式定名的戶口);

“Access Codes” means the combination of a Password and an Account Number to gain an access to EFHK’s Electronic Trading Services;

“交易密碼”指一組密碼與帳戶號碼的組合,用以進入安信期貨的電子交易服務系統;

“Affiliate” means an individual, corporation, partnership or any other form of entity directly or indirectly controlling,

controlled by or under common control with such party or any of such entities' directors, officers or employees;

“聯屬人”指一名個人、法團、合夥或任何其他形式的實體直接或間接控制、或受任何法團、合夥或任何其他形式實體控制或共同控制的董事、高級職員或雇員；

“Approved Debt Securities” means Exchange Fund, Treasury Bills or Notes issued by the Hong Kong Special Administrative Region Government for the account of the Exchange Fund, Treasury Bills or Notes issued by the U.S. Government {other than U.S. Treasury Callable Corpus (TCAL) and Separate Trading of Registered Interest and Principal of Securities (STRIPS)} and such other debt securities or instruments as may from time to time be approved by HKFE as a form of cover for margin;

“認可的債務證券”是指由香港特別行政區政府就美國政府的外匯基金、國庫票據或債券 (U.S. Treasury Callable Corpus (TCAL) 及 Separate Trading of Registered Interest & Principal of Securities (STRIPS) 除外) 所發出的外匯基金、國庫票據或債券及由期交所不時認可以作為保證金之一種形式的其他債務證券或工具；

“Approved securities” means TraHK Units and such other securities as may from time to time be approved by HKFE as a form of cover for margin;

“認可債券”是指盈富基金單位及其他由“期交所”不時認可以代替保證金形式的證券；

“Actual Beneficiary”, in relation to the Client, means the ultimate beneficiary of the Account or, where the Client is a company or body corporate, the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate, and includes a beneficiary holding an interest through a nominee or trust;

“實際受益人”，相對客戶而言，指戶口的最終受益人，或，如果客戶是一間公司或團體，則指作為該公司或團體之股本最終個人擁有者，而且包括通過代表或信託持有權益的受益人；

“Business Day” means a day (other than a Saturday) on which licensed banks are open for normal business in Hong Kong; “營業日”指持牌銀行及交易所在香港進行正常業務運作的一日（星期六除外）；

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

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

“Clearing House Rules” means the general rules, regulations, procedures and practices from time to time in force of the Clearing House providing clearing services to participants of HKFE for Exchange Contracts or, in respect of other exchanges, to members or participants of such other exchanges for Futures/Options Contracts traded on such other exchanges;

“結算所規則”指向期交所參與者就期交所合約提供結算服務的結算所不時施行的一般規則、規例、程序及慣例；或就其他交易所而言，就透過或在該等交易所交易的期貨/期權合約而向該等交易所的會員或參與者提供結算服務的結算所之一般規則、規例、程序及慣例；

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

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

“Client Group Company” means the Client, and (where the Client is an individual or partnership) any company which is controlled by the Client and (where the Client is a company or body corporate) any company which is the Associated Company of the Client;

“客戶集團公司”是指客戶和（當客戶是個人或合夥經營）任何由客戶操控之公司，或（當客戶是公司或法團）任何作為客戶之有聯繫公司；

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

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

“Code” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission made under the Ordinance in force from time to time;

“守則”是指按條例所訂立而不時生效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》；

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

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

“EFHK” means, Essence Futures (Hong Kong) Limited incorporated in Hong Kong and its successors and assignees, is an Exchange Participant (Cert No. EP0313) of Hong Kong Futures Exchange Limited (“HKFE”), a Clearing Participant (Cert No. CP0281) of HKFE Clearing Corporation Limited (“HKCC”) and duly licensed by and registered with the Hong Kong Securities & Futures Commission (“SFC”) to carry on Type 2 (Dealing in Futures Contracts) and Type 5 (Advising on Futures Contracts) regulated activities (as defined in the Ordinance) with (CE No. AVM812) under the Securities and Futures Ordinance (the “Ordinance”);

“安信期貨”是指於香港成立的安信期貨(香港)有限公司及其繼承人及受讓人，是香港期貨交易所有限公司（“期交所”）的交易所參與者（證書編號：EP0313）、香港期貨交易所結算有限公司（“結算公司”）的期貨結算所參與者（證書編號：CP0281）及根據《證券及期貨條例》（“條例”）於證券及期貨事務監察委員會（“證監會”）獲發牌或註冊以(CE 編號AVM812) 經營第2 類（期貨合約交易）及第5類(就期貨合約提供意見)的受規管活動（見條例所載釋義）；

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

“電子交易服務”指安信期貨或會提供的電子交易設備及服務，包括但不限於經其互動音頻回應系統、互聯網及/或任何其他電子通訊渠道所提供或可被取用的服務；

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

“期交所合約”是指經“證監會”及“期交所”批准在“市場”上買賣的商品合約而其可變為期貨/期權合約，或指依照期交所規則執行的期貨/期權合約；

“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;

“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第3類受規管活動的人所買賣的該等槓桿式外匯交易合約；

“Futures Client Account Opening Document” means the account opening form and/or other document (however described) prescribed by EFHK from time to time and provided by or on behalf of the relevant Client to EFHK in respect of an application to open the Account as required by the provisions of the HKFE Rules and/or the Code, as amended from time to time by notice to EFHK from any person named in such form and/or document at the time of such notice as authorized to give instructions on behalf of the Client;

“期貨客戶開戶文件”是指開戶表格及/或其他由安信期貨不時所訂明及由客戶或其代表人在開戶申請時需要根據期交所規例及/或守則提供予安信期貨的文件（不論以任何名稱描述），包括不時由該表格及/或文件內所指的任何獲授權代表客戶給予指示的人士通知安信期貨所作出的修訂；

“Futures Contract” means a contract executed on any Commodity, futures or options exchange, the effect of which is that:

“期貨合約”是指根據該份執行任何商品、期貨或期權交易之合約以達致以下目的：

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

合約一方同意在日後協定的時間向對方交付一種協定的“商品”或按既定的價格向對方交付協定數量的一種“商品”；或

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

合約雙方將在日後協定的時間根據協定“商品”價值的增減或（視乎實際情況而定）當時價位較訂立合約時協定的價位的升降而在彼此間進行調整，所涉差額須根據合約訂立所在交易所的規則決定；

“Futures/Options Contract” means a Futures Contract and/or an Options Contract, as the case may be;

“期貨/期權合約”是指在每個情況下之期貨合約及/或期權合約；

“Futures Trading Agreement” or “this Agreement” means these Standard Terms and Conditions together with the Futures Client Account Opening Document(s) and the Supplemental Document(s), as the same may be replaced, amended or supplemented by EFHK unilaterally from time to time;

“期貨交易協議”或“本協議”是指本標準條款及條件，及期貨客戶開戶文件和補充文件，包括不時由安信期貨單方面所作之取代、修訂或補充；

“HKCC” means HKFE Clearing Corporation Limited and its successors or assignees;

“結算公司”是指香港期貨結算有限公司及其承繼人或受讓人；

“HKEx” means Hong Kong Exchanges and Clearing Limited and its successors or assignees;

“交易所”是指香港交易及結算所有限公司及其承繼人或受讓人；

“HKFE” means Hong Kong Futures Exchange Limited and its successors or assignees;

“期交所”是指香港期貨交易所有限公司及其承繼人或受讓人；

“HKFE Procedures” means the practices, procedures and administrative requirements by whatever name called which may be prescribed from time to time by the HKFE in relation to trading of Exchange Contracts;

“期交所程序”是指任何不論名為什麼並不時由期交所就期交所合約交易所制訂之常規、程式及行政要求；

“HKFE Regulations” means the regulations made by the Board of the HKFE and from time to time in force for regulating the activities of the Markets or, as the context require, the regulations applicable to one particular Market;

“期交所規例”指期交所當局所制訂的規例或守則，並不時沿用作監管市場活動或在某情況下指在特定市場適用的規例或守則；

“HKFE Rules” means rules of the HKFE and any amendments, supplements, variations or modifications thereto from time to time in force;

“期交所規則”是指不時施行的期交所修訂規則及其任何之修訂、補充、變更及修改；

“Associated Company” has the respective meanings ascribed to them in Section 2 of the Companies Ordinance (Cap. 622);

“有聯繫公司”是指根據《公司條例》（第622章）第2條所賦予之其分別的釋義；

“Investor Compensation Fund” means the Investor Compensation Fund established pursuant to Section 236 of the Securities and Futures Ordinance (Cap. 571);

“投資者賠償基金”指根據《證券及期貨條例》（第571章）第236條成立的投資者賠償基金；

“Liabilities” means all or any monies, indebtedness or other liabilities (in whatever currency they may be expressed) now or from time to time owing to EFHK or any Affiliate of EFHK by the Client or any Client Group Company including any amount owe to any margin account or any other accounts maintained by EFHK in the Client’s name(s) or in any other manner whatsoever, whether present or future, actual or contingent, primary or collateral, and whether as principal debtor or surety and whether alone or jointly with other(s), including all pecuniary obligations arising out of currency, futures and/or options trading, stock broking, margin securities trading and other financial transactions, together with any interest, management and other charges, commissions and legal and other expenses incurred in whatever manner by EFHK or any Affiliate of EFHK in relation to the said monies, indebtedness and liabilities (including without limitation any foreign exchange losses and expenses incurred by EFHK or any Affiliate of EFHK in enforcing or otherwise attempting to recover any such monies, indebtedness or liabilities);

“債責”指客戶或任何客戶集團公司現在或此後不時所欠安信期貨或任何安信期貨聯屬人的全部或任何款項、債務或其他責任（無論以何種貨幣表示），包括在任何保證金帳戶下或在安信期貨以客戶名下或以其他方式維持的任何其他帳戶下所欠的，無論現有或將來的，實有或或有的，主要或附屬的，不論作為當時債務人或擔保人所欠的，不論是獨自或與他人共同所欠的，包括貨幣、期貨及/或期權交易、股票經紀、保證金證券交易及其他金融交易所產生的全部金錢義務，聯同安信期貨或任何安信期貨聯屬人因上述款項、債務及責任而以任何方式產生的任何利息、管理費、其他費用、佣金、律師費及其他開支（包括但不限於安信期貨或任何安信期貨聯屬人通過強制執行或以其他方式試圖追討上述任何款項、債務及責任時產生的任何外匯損失及開支）；

“Market” means one of the markets from time to time established and operated by HKFE pursuant to the HKFE Rules;

“市場”是指“期交所”根據“期交所規則”不時成立及經營的其中一個市場；

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

“保證金”指安信期貨就有關之期貨/期權合約而透過保證金計算、差額調整或其他現金調整而不時依照其絕對酌情權而要求客戶以指定貨幣交付的數額或其他的抵押品；

“Open Contract” means a Futures Contract or an Options Contract which has not been closed out;

“未平倉合約”是指尚未平倉的期貨合約或期權合約；

“Options Contract” means a contract executed between one party (the “first party”) and another party (the “second party”) on any Commodity, futures or options exchange under which;

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

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

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

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

第一方有責任按既定之價格將該商品交收；或

- (2) if the price of the Commodity is worth more than the agreed price, the second party shall make up the price difference in accordance with the terms and conditions of the contract of the Commodity, futures or options exchange; OR

若該商品的價值高於該商品既定的價格，第二方應根據為商品、期貨或期權交易所簽訂合約中的條款與條件而補足差額；或

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

第一方授予第二方權利，但並非責任，讓第二方在已協定之日期或以前按既定之價格售賣已協定之商品，或既定數量之商品予第一方。若第二方行使其權利售賣的話：-

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

第一方有責任按既定之價格將商品交收；或

- (2) if the price of the Commodity is worth less than the agreed price, the second party shall make up the price difference in accordance with the terms and conditions of the contract of the Commodity, futures or options exchange;

若該商品的價值低於商品既定的價格，第二方應根據為商品、期貨或期權交易所簽訂合約中的條款與條件而補足差額；

“Ordinance” means the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any subsidiary legislation made thereunder;

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

“Regulator(s)” means the SFC, the HKEx, the HKFE and other relevant regulatory bodies;

“監管機構”指證監會，交易所，香港期交所及其他相關監管機構；

“Risk Disclosure Statements” means the risk disclosure statements provided by EFHK to the Client in the Supplemental Document before the opening of the Account and/or from time to time;

“風險披露聲明書”是指由安信期貨在“戶口”開立前向“客戶”提供載於補充文件內及/或不時向“客戶”提供的風險披露聲明書；

“securities” includes but is not limited to shares, stocks, debentures, loan stocks, money, bonds, notes or other similar instruments of any kind whatever or howsoever, of or issued by, anybody, whether incorporated or unincorporated, or of any government or local authority, and includes rights, options, or interests in or in respect of any of the foregoing as well as certificates of interest or participation in, or temporary or interim certificates for, receipts for, or warrants to subscribe to or purchase, any of the foregoing;

“證券”包括但不限於股份、股票、債券、貸款股額、款項、約據或票據或任何由任何團體（不論是法團註冊與否）或政府或本地機關發出的相類似票據，且包括以上各項有關之權利、認購權或利益亦包括利益證明或參與證書或以上各項之臨時或短期證書、收據或認購或購買保證；

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

“證監會”是指香港證券及期貨事務監察委員會；

“Supplemental Document” means the document consisting of (a) Disclaimer (b) Risk Disclosure Statements for Futures and Options and (c) Summary of Prescribed Limits and Reporting Level Applicable to Clients’ Accounts provided by EFHK to the Client before the opening of the Account and/or from time to time (including but not limited to the Supplemental Document annexed to the Futures Client Account Opening Document);

“補充文件”是指由安信期貨在開戶前及/或不時向客戶提供之文件包括(a)免責聲明及 (b)期貨及期權的風險披露文件及(c)適用於客戶戶口的持倉限額及申報水平概要（包括但不局限於附載於期貨客戶開戶文件中之補充文件）組成的文件；

“TraHK Units” means units issued in accordance with the unit trust scheme named “Tracker Fund of Hong Kong” established by the trust deed dated 23rd October, 1999 between (1) State Street Global Advisors (HK) Limited as manager, (2) State Street Bank and Trust Company as trustee, and (3) Exchange Fund Investment Limited as promoter, as from time to time modified or added to;

“盈富基金單位”是指根據1999年10月23日由(1)美國道富環球金融資產（香港）有限公司（以經理人身份）、(2)美國道富銀行及信託公司（以信託人身份）及(3)外匯基金投資有限公司（以發起人身份）訂立的信託契據（及其後不時的修改及增訂）所設立名為「香港盈富基金」的單位信託計劃而發行的單位；

“Variation Adjustment” includes the amount payable by or to HKCC, and/or EFHK on behalf of the Client, calculated in accordance with Rules 408 to 411 of the Clearing House Rules of HKCC;

“變價調整”包括根據“結算公司”的結算所規則第408至411條計算由結算公司及/或安信期貨代客戶支付或收取的任何款項；

“virtual assets” means digital representations of value which may be in the form of digital tokens (such as digital currencies, utility tokens or security or asset-backed tokens), any other virtual commodities, crypto assets or other assets of essentially

the same nature, irrespective of whether they amount to “securities” or “futures contracts” as defined under the Ordinance, but excludes digital representations of fiat currencies issued by central banks (as amended from time to time by the SFC).

“**虛擬資產**”指以數碼形式來表達價值的資產，其形式可以是數碼代幣（如數碼貨幣、功能型代幣，或以證券或資產作為抵押的代幣）、任何其他虛擬商品、加密資產或其他本質相同的資產，不論該等資產是否構成條例所界定的“證券”或“期貨合約”，但不包括由中央銀行發行以數碼形式來表達的貨幣（經證監會不時修訂）。

- 1.2 The terms and conditions contained in this Agreement have been arranged into separate clauses and paragraphs for convenience only. Any of the terms and conditions in any clause or paragraph shall, where the context permits or requires, apply equally to transactions dealt with under other clauses or paragraphs. Clause headings are for ease of reference only and shall have no legal effect nor affect any interpretation.

本協議的條款與條件的分項及分段安排僅為方便起見。在上下文文義允許或規定時，任何分項或分段所載的任何條款與條件均同樣適用於其他分項或分段所處理的事宜。各分項標題僅為方便參考使用，並無任何法律效力及不影響任何釋義。

- 1.3 Where the Client consists of more than one person or where the Client is a partnership/entity consisting of two or more persons, the obligations and liabilities of the Client shall be joint and several. References to the Client shall be construed as references to each and/or all of such persons. Unless this Agreement is terminated in accordance with Clause 15 of this Agreement, the death of one joint Client does not lead to the termination of this Agreement. Any notice payment or delivery by EFHK to either or any one of the joint Clients shall be a full and sufficient discharge of EFHK's obligations to notify, pay or deliver under this Agreement. EFHK is also authorized by the Client to accept or carry out instructions from either or any one of the joint Clients.

客戶如由超過一人組成，或客戶乃一間有兩名或以上人士組成的合夥經營/機構，客戶的義務及責任應為上述每一名人士的共同及個別義務及責任，而提及客戶時應解釋為提及上述人士每一人及/或其中任何一人。除非本協議按照本協議第十五條內所定明的方式終止，否則任何一名聯名客戶死亡不會令本協議終止。安信期貨向其中一名聯名客戶作出的通知、支付或交付，將會全面和充分地解除安信期貨根據本協議須作出通知、支付或交付的責任，安信期貨亦獲客戶授權可接受或執行任何其中一名聯名客戶的指示。

The provisions of this Agreement shall be binding upon the parties hereto and the parties' successors and assignees, the Client however may not assign any of the Client's rights or obligations hereunder without the express prior written consent and approval of EFHK. This Agreement shall continue to be valid and binding for all purposes notwithstanding any change by unification, consolidation or otherwise which may be made in the constitution of EFHK and notwithstanding any change at any time or from time to time in the present constitution of the Client whether by incorporation or by the retirement death or admission of partners or otherwise and in the case where the Client is a sole proprietorship notwithstanding the change from the sole proprietor to a partnership.

本協議之締約方和其承繼人及受讓人均受本協議之條款所約束，但是，客戶不得在未得到安信期貨之明示書面同意之前將任何客戶之權利或責任作出轉讓。不論任何由安信期貨的組織進行融合、合併或其他原因所導致的轉變，及不論任何由於客戶的現行組織在任何時候或不時作出的轉變，包括是由於成立為法團或由於退休、死亡或加入新合夥人或其他原因，如客戶為獨資經營則不論由獨資經營改變為合夥經營，本協議在任何目的之下均繼續有效及有約束力。

- 1.4 Whenever the context permits, references herein to any person shall include a partnership, company or corporation, words importing the singular shall include the plural and vice versa, words importing a gender shall include every gender, references to individual(s) shall include sole proprietor and partners in a partnership and references to company shall include body corporate.

在上文下理容許的情況下，本協議內提及任何人士時應包括合夥經營、公司或法人在內，單數詞語包括雙數詞語，反之亦然，意指某一種性別的詞語亦包括任何一種性別。提及個人時應包括獨資經營者及合夥經營的合夥人，提及公司時應包括法團。

- 1.5 Whenever the context permits, references to a statute or a statutory provision includes a reference to it as amended, extended or re-enacted from time to time.

在上文下理容許的情況下，本協議內提及的法規或法定條文應包括其不時的修改、引申應用或其重新的制定。

2. APPLICABLE LAWS AND RULES 適用法律與規則

- 2.1 The Client's instructions and all Futures Contracts and Options Contracts entered into by EFHK on behalf of the Client (whether in Hong Kong or elsewhere) shall be subject to : (a) the terms and conditions of this Agreement; (b) the constitution, rules, regulations, customs, conventions, rulings and interpretations then in force of the exchange or market and its Clearing House, if any, where the transactions are executed by EFHK or its agents (including but not limited to the HKFE Procedures, HKFE Regulations, HKFE Rules and Clearing House Rules); (c) all applicable laws, rules and regulations of government agencies and statutory bodies of competent jurisdiction including, without limitation, the Ordinance; and (d) EFHK's procedures and policies, in effect from time to time, with respect to the operation and maintenance of client accounts. Notwithstanding the foregoing, if there shall be any conflict or inconsistency between any of the provisions of this Agreement and any of the provisions of the aforesaid constitution, rules, regulations and applicable laws, the latter shall prevail and EFHK may, in its absolute discretion, take or refuse to take any action or demand that the Client shall take or refrain from taking any action to ensure compliance with the same.

客戶的指示及安信期貨代表客戶訂立的一切期貨合約及期權合約（無論是在香港還是在其他地方）均須遵守：(a)本協議的條款與條件；(b)安信期貨或其代理人進行交易的交易所或市場及其結算所（如有的話）當時實施的章程、規則、規例、慣例、常規、裁決以及解釋（包括但不限於期交所程序、期交所規例、期交所規則及結算所規則）；(c)一切具司法管轄權的政府機關及法定團體所制訂的適用法律、規則與規例，包括但不限於條例；以及(d)安信期貨不時就客戶戶口運作及維持而實施的程序與政策。儘管有以上規定，本協議任何規定倘若與上述章程、規則、規例及適用法律的規定出現任何矛盾或抵觸，應以後者為準，而安信期貨可全權酌情決定作出或拒絕作出任何行動或者要求客戶作出或不要作出任何行動，以確保符合有關的章程、規則、規例及適用的法律規定。

- 2.2 Without prejudice to the aforesaid, the Client acknowledges that its attention has been specifically drawn to the provisions of part XIII and part XV of the Ordinance as amended from time to time. The Client is reminded that he or it alone is responsible for complying or ensuring compliance with any duty or obligation which arises under the Ordinance in respect of anything done, or which the Client requests to be done, on its behalf by EFHK. The Client

confirms that the Client is aware of the provisions contained in the Ordinance and that the Client will at all times observe, or ensure that they are observed, so as to ensure that no breach or infringement of the Ordinance is caused as a result of anything done or proposed to be done by EFHK acting on the Client's directions or instructions.

在不抵觸上文之情況下，客戶承認其曾被要求特別注意不時被修改之條例的第XIII及XV部分之條款。客戶曾被提醒其本身須獨自負責遵照或確保遵照任何有關安信期貨代表客戶所作之事情或就客戶之要求所作之事情而根據條例所引起之任何責任或義務。客戶確認客戶知悉條例所載之條款，而客戶將會在任何時間遵從或確保遵從上述條款以確保安信期貨不會因執行客戶之指引或指示所作出之任何行動或打算作出之任何行動而違反或侵犯條例。

3. ELETRONIC TRADING SERVICE 電子交易服務

- 3.1 EFHK may provide the Client with Electronic Trading Services and they will be provided upon and subject to the provisions of this Agreement and other terms and conditions to be specified by EFHK from time to time.

安信期貨可向客戶提供電子交易服務，及該服務的提供將按照本協議的條款及安信期貨不時指定的其他條件及條款而進行。

- 3.2 When using the Electronic Trading Services, the Client warrants that the Client is the only authorized user of its Access Codes and will be responsible for all instructions placed and all transactions conducted with the use of its Access Codes. The Client undertakes to use its Access Codes with caution.

當使用電子交易服務時，客戶保證其為交易密碼的唯一獲授權使用者及將會就所有透過使用客戶的交易密碼所發出的指示及進行的交易承擔責任。客戶保證會謹慎使用其交易密碼。

- 3.3 The Client will not attempt to tamper with, modify, de-compile, reverse engineer or otherwise alter in any way, or gain unauthorized access to, the Electronic Trading Services.

客戶不會及不會嘗試修改、改動、反編譯、進行反向工程或以任何方式改變或在未獲授權的情況下使用電子交易服務。

- 3.4 Unless otherwise agreed by EFHK, EFHK will not execute the Client's instructions until there are sufficient cleared funds, securities or other property in the Account to settle the Client's transactions.

除非安信期貨另行同意，否則安信期貨將不會執行客戶的指示直至客戶的帳戶有足夠的已結算款項、證券或其他財產以交收客戶的交易。

- 3.5 EFHK will not be deemed to have received the Client's instructions or executed its instructions unless and until the Client is in receipt of EFHK's message acknowledging receipt or confirming execution of the Client's instructions. The Client agrees to immediately notify EFHK if it becomes aware that it has not receive EFHK's message acknowledging receipt or confirming execution of its instructions which it meant to receive, or the Client is in receipt of any messages in respect of transactions which it did not instruct, or any unauthorized use of its Access Codes.

除非及直至客戶已收到安信期貨的信息表示收到或確認已執行其指示，否則安信期貨不得被視為已收到客戶的指示或已執行其指示。客戶同意如果發現沒有收到安信期貨就客戶的指示而應該發出的信息，或收到涉及並非由客戶作出指示的交易的任何信息，或任何有關客戶的交易密碼的未獲授權的使用，客戶會即時

通知安信期貨。

- 3.6 The Electronic Trading Services is one of the ways for the Client to give EFHK instructions. The Client may also give EFHK instructions by contacting one of EFHK's sales representatives through direct telephone calls. If the Client experiences any problems in reaching EFHK through the Electronic Trading Services, the Client may use other methods to communicate with EFHK and inform EFHK of the difficulty the Client is experiencing.

電子交易服務是客戶向安信期貨發出指示的其中一種途徑。客戶亦可直接致電安信期貨的營業員發出指示。如果客戶透過電子交易服務聯絡安信期貨時遇到困難，可以使用其他方法與安信期貨聯絡，並通知安信期貨客戶所遇到的困難。

- 3.7 The Client agrees to review every instruction before placing it as it may not be possible to cancel its instructions once given.

客戶同意在輸入每個指示之前會加以覆核，因為客戶的指示一經作出，便可能無法被取消。

- 3.8 The Electronic Trading Services may provide, for informational purposes only, data about investment products published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant products. Whilst EFHK believes such data to be reliable, it has no independent basis to verify or contradict the accuracy or completeness of the information provided. No recommendation or endorsement from EFHK shall be inferred from such data.

電子交易服務純粹，僅為著提供參考信息之目的，或許會向客戶提供由第三者所發佈的有關投資產品的信息。由於市況波動及數據傳送過程可能出現的阻延，有關的報價可能並非該等產品的實時市場報價。儘管安信期貨相信該等信息是可靠的，但安信期貨沒有任何獨立的基礎可以核證或反駁有關方面所提供的信息的準確性和完整程度。該等信息不能參照為安信期貨對該等信息作出推薦或認可。

- 3.9 Information provided under the Electronic Trading Services is provided on a "as is", "as available" basis and EFHK does not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. Neither EFHK nor any third party gives any express or implied warranties (including but not limited to warranties of merchantability or fitness for any particular use) with respect to such information.

電子交易服務所提供的信息是按照“現況”及“現時所供應”的基礎而提供的，及安信期貨不會擔保該等信息的及時性、次序、準確度、合適程度或完整程度。就該等信息而言，安信期貨及任何第三者均沒有作出任何明示或默示的保證（包括但不限於其可商售性或適合作某種用途的保證）。

- 3.10 Notwithstanding any other provisions contained in this Agreement, where the Client is provided with Electronic Trading Services, following execution of the Client's trading orders, the Client accepts that EFHK may send to the Client and the Client agrees to receive contract notes and statements of the Client's transactions through electronic posting to the Account or the Client's e-mail address or other electronic means in lieu of printed documents. Any such information will be freely accessible by the Client after such sending by EFHK. The Client shall print out such electronic contract notes and statements or make its own arrangements forthwith without delay to maintain its own records if necessary. Thereafter, EFHK will send to the Client relevant periodic statements summarizing entries in the Account by mail or electronic means or otherwise.

不論本協議中任何其他條款的規定，若客戶獲提供電子交易服務，於客戶的買賣指示被執行之後，客戶接受安信期貨可以而客戶亦同意收取安信期貨通過電子告示方式向客戶的帳戶或電郵地址發出或通過其他電子方式向客戶發出成交單據及結單以取代印本形式的文件。於安信期貨發出該些信息之後，客戶可隨意讀取該些信息。若有需要的話，客戶必須儘促將該些電子信息列印出來或作出客戶自己的安排，以作客戶自己的記錄。安信期貨會於隨後以郵遞或電子方式或其他方式向客戶提供有關的定期結單，總結客戶帳戶內的記帳情況。

- 3.11 The Client hereby confirms that due to unpredictable traffic congestion and other reasons, the Electronic Trading Services may not be a reliable medium of communication and that such unreliability is beyond the control of EFHK. This may give rise to situations including delays in transmission and receipt of the Client's instructions or other information, delays in execution or execution of the Client's instructions at prices different from those prevailing at the time the Client's instructions were given, misunderstanding and errors in any communication between the Client and EFHK and so on. Whilst EFHK will take every possible step to safeguard its systems, client information, accounts and assets held for the benefit of EFHK's clients, the Client accepts the risk of conducting financial and other transactions via the Electronic Trading Services.

客戶明瞭基於電子通訊可能遇到未可預計的網路擠塞情況及其他原因，電子交易服務可能並非是可靠的通訊途徑，而這種不可靠性並非安信期貨所能控制。這可能會導致下列情況，包括：在傳送或收取客戶的指示或其他資料時有所延誤、延誤執行買賣盤或有關買賣盤以有別於客戶落盤時的市價執行、客戶與安信期貨進行通訊時出現誤解及錯誤等等。儘管安信期貨將會採取一切可行步驟去保障其系統、顧客資料、帳戶及為客戶利益而持有的資產，客戶接納透過電子交易服務進行金融及其他交易所涉及的風險。

4. CLIENT'S INSTRUCTIONS AND SETTLEMENT 客戶指示及交收

- 4.1 The Client may from time to time, either orally, in writing or by electronic mail, instruct EFHK to enter into or close out any Futures Contract and/or Options Contract on behalf of the Client and EFHK shall be entitled in its absolute discretion, but not bound, to accept such instruction. Any such instruction shall be transmitted at the risk of the Client, unless the Client expressly notifies EFHK to the contrary in writing, EFHK may assume that the Client is acting as principal rather than as agent for others.

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

- 4.2 If the Client is acting on behalf of any other person for giving EFHK instructions pursuant to this Agreement, EFHK will continue to treat the person who is giving the instruction alone (rather than any other person) as its Client for all purposes and the Client shall be liable to all related obligations in this Agreement. This applies even if the Client has notified EFHK that it is acting on behalf of a third party and whom that third party shall under no circumstances be considered as an indirect Client. EFHK shall under no circumstances be responsible for the compliance of the Client's duty or conduct as a fiduciary required by any law or regulation, if applicable.

若客戶是代表其他人士根據本協議給指示予安信期貨，安信期貨會繼續就所有目的而言視給予指示的人為客

戶（而並非其他人），而客戶亦因此要負上有關責任。即使客戶已通知安信期貨客戶乃其他人士的代表，該其他人士在任何情況下也不會被視作非直接客戶。安信期貨在任何情況下將不須負責客戶是否遵從任何監管客戶作為受信人之責任或行為的法例或規則（如適用者）。

- 4.3 EFHK may act upon any instruction or other communication for any purpose which may from time to time be or purport to be given in writing (including, without limitation, by telex, fax or electronic mail) or orally by the Client or the individual(s) named as authorised person(s) to give instructions under the Futures Client Account Opening Document. The Client confirms that the signature set next to the name of each of the individuals listed in the Futures Client Account Opening Document is the genuine signature of such individual. Without prejudice to the foregoing, EFHK may record conversations with the Client and/or its authorized representative(s). Any recorded conversation will constitute conclusive evidence of the instructions given by the Client. All relevant tapes or recordings and the contents thereof shall be the sole property of EFHK, who shall have the absolute right to listen and copy the same or permit/ authorise the listening and copying of the same.

安信期貨可按照不時由客戶或在期貨客戶開戶文件中指明經許可給予指示之人士為任何目的而以書面（包括但不限於電訊或傳真或電子郵件）或口頭方式發出或意指發出的指示或其他通訊行事。客戶確認期貨客戶開戶文件中所列出的每位個別人士的姓名旁邊之簽名乃該個別人士的真確簽名。在不損害以上條款的前提下，安信期貨可就其與客戶及/或其授權代表的通話進行錄音。任何錄得的對話將構成客戶指示的確證。所有有關錄音帶或錄音及其內容均為安信期貨之獨有財產，其有絕對權力收聽及複製副本或許可/ 授權他人收聽及複製副本。

- 4.4 All instructions from the Client shall be irrevocable after they are made unless EFHK agrees otherwise in writing. Unless EFHK accepts specific instructions from the Client, the Client acknowledges that all orders, instruction or request in relation to the Account shall lapse at the end of the same official trading day of the exchange or market that they were given. . EFHK shall be entitled to rely upon and to act as it considers fit as a consequence of and in connection with any instruction that is given by the Client in the manner specified in Clause 4.2 above and may treat the same as fully authorised by and binding on the Client regardless of the circumstances prevailing at the time of the instruction or communication or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto (save if the same is caused by the gross negligence, willful default or fraud of EFHK), and without requiring further confirmation in any form, provided that the EFHK believed the instruction to be genuine at the time it was given. The Client shall keep EFHK and its directors, officers, employees, agents and correspondents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by EFHK or any of them arising out of anything done or omitted pursuant to any instruction or communication as aforesaid.

除非安信期貨書面同意，否則客戶的一切指示在發出後不得撤銷。除非安信期貨接受客戶的特定指令，客戶同意所有與其帳戶相關的命令、指令或要求在發出當日、下單的交易所或市場交易日結束時失效。對於客戶按照以上4.2 段指定的方式而發出的任何指示，只要安信期貨相信有關的指示在發出時是真確的，安信期貨即有權予以信賴及據之以其認為適當的方式行事，並可視之為已經由客戶充分授權並且對客戶具有約束力，而毋須考慮到指示或通訊發出時的情況或交易的數額，亦不管有否出現與之有關的任何錯誤、誤解、欠缺清晰、欺詐、偽造或缺乏授權的情況（由安信期貨而產生的嚴重疏忽或故意的失職或詐騙則除外），並且毋須要求任何形式的進一步確認。安信期貨或其任何董事、人員、僱員、代理人及商務代表按

照上述任何指示或通訊而進行或忽略進行的任何事情如引起任何索償、要求、法律行動、訴訟、損害賠償、損失、費用及支出，客戶一概須要對安信期貨及其董事、人員、僱員、代理人及商務代表作出賠償。

- 4.5 EFHK has absolute discretion whether to accept any instruction. EFHK shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with EFHK declining to act on such instruction or omitting so to notify the Client or making any delay in notifying the Client.

安信期貨有絕對酌情決定是否接受任何指示。在任何情況下安信期貨均毋須就客戶因安信期貨拒絕按指示行事或忽略將之通知客戶或延遲了通知客戶而損失的任何利潤或得益或承擔的損害、責任、費用或支出以任何方式負責。

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

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

- 4.7 If EFHK or its agent is not able to enter into a specified quantity of Futures Contracts or Options Contracts in any of the Client's instruction, EFHK or its agent may in its absolute discretion enter into a lesser quantity and the Client shall be bound by any contracts so entered into by EFHK or its agent (even if the quantity is less than specified in the Client's instruction). EFHK or its agent shall have no obligation or liability whatsoever and howsoever in respect of any Futures Contracts or Options Contracts specified in such instruction which have not been entered into.

倘若安信期貨或其代理人無法訂立客戶指示所指定數量的期貨合約或期權合約，安信期貨或其代理人可全權酌情決定訂立較少數量的合約，而客戶必須受到安信期貨或其代理人為其訂立的任何合約約束（即使數量少於客戶指示中的指定數量）。安信期貨或其代理人毋須就指示上指明但沒有訂立的任何數量的期貨合約或期權合約以任何方式承擔任何義務或責任。

- 4.8 EFHK will give notice to the Client of the details of any Futures Contract or Options Contract (including product specification and any prospectus or other offering document covering such product) entered into by EFHK on behalf of the Client in such form, containing such details and provided to the Client within such time limit as may be prescribed by any applicable rules, regulations or laws. Oral reports of the execution of instructions and written confirmations and statements of account rendered by EFHK to the Client pursuant to the terms of this Agreement shall, in the absence of manifest error or unless objected to by the Client within 48 hours after dispatch thereof, be conclusive and binding on the Client.

安信期貨將會把其代表客戶訂立的任何期貨合約或期權合約（包括貨品明細及任何資料小冊子或其他有關該貨品的推銷文件）的細節通知客戶，通知的形式、所載的細節以及發給客戶的時限按適用規則、規例或法律可能作出的規定辦理。安信期貨根據本協議的條款而向客戶發出的口頭報告及書面確認以及賬目結算表，如無明顯錯誤或客戶在通知發出後48小時內沒有提出反對，即屬決定性的，對客戶具有約束力。

- 4.9 If any relevant exchange and/or Clearing House and/or agent on or through whom any Futures Contract or Options Contract has been entered into by EFHK on behalf of the Client requires any alteration in any terms or conditions of any such contract, EFHK may take all such action as it may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof or to avoid or mitigate loss thereunder and all such action shall be binding upon the Client.

假如安信期貨代表客戶訂立期貨合約或期權合約所涉的交易所及/或結算所及/或其委託的代理人要求對該等合約的任何條款或條件作出修訂，安信期貨可採取其可能自行酌情認為必要或適當的一切行動，以符合有關的要求或作為對應或避免或減輕由此造成的損失，而所有該等行動對客戶均具有約束力。

- 4.10 Every Futures Contract entered into by EFHK on behalf of the Client is made on the understanding that both EFHK and the Client contemplate actual performance thereof and, as between EFHK and the Client, shall be deemed to contain obligations on the Client and EFHK to make settlement of such contract and/or delivery of the Commodity the subject matter of such contract, as the case may be. In respect of Open Contracts maturing in a current futures month, the Client shall at least one (1) business day before the cut-off date for the tender of exercise instructions prescribed by the writer of the Futures/Options Contract or the relevant exchange, Clearing House, or other person(s) (whichever prescribes the earliest cut-off date), either give instructions to EFHK to close out the same or deliver to EFHK all monies or Commodities deliverable by the Client under such contracts in order to enable due settlement of such contracts by EFHK in accordance with the rules of the applicable exchange or Clearing House. If the Client fails to provide EFHK with such instructions, monies or Commodities on or before the aforesaid deadline, EFHK may without notice either close out the relevant contracts or make or receive delivery on behalf of the Client upon such terms and by such methods as EFHK may in its absolute discretion determine. The Client shall keep EFHK indemnified in respect of all costs, losses, claims, penalties, fines, taxes, damages and expenses incurred by EFHK as a result of action taken by EFHK in connection with any delivery, exercise or settlement effected pursuant to the terms of this Clause 4.10, save as the same may arise as a consequence of the gross negligence, willful default or fraud of EFHK.

安信期貨代表客戶訂立的每一份期貨合約，均是基於安信期貨及客戶雙方皆打算確切履行該等合約的理解而訂立，而在安信期貨及客戶彼此間而言，並被視為規定客戶與安信期貨有責任就合約進行交收及/或交付合約標的物所指的商品（視乎實際情況而定）。對於在當下期貨月屆滿的未平倉合約，客戶最少須在該期貨/期權合約賣方或有關交易所、結算所或其他人士指定提交行使指示最後限期（以所述明的最早的限期為準）的一個營業日之前，指示安信期貨進行平倉或者向安信期貨交付客戶在合約下應交付的所有款項或商品，使安信期貨得以根據有關交易所或結算所的規則進行合約交收。假如客戶未能在上述期限當日或之前向安信期貨提供該等指示、款項或商品，安信期貨可以毋須發出通知而進行平倉或者代表客戶作出或接受交付、所涉的條款與辦法由安信期貨全權酌情決定。安信期貨如就按照本4.10 段條款進行的任何交付、行動或交收採取行動而產生任何費用、損失、索償、處罰、罰金、稅項、損害賠償及開支，客戶須保證向安信期貨全數賠償，但由於安信期貨嚴重疏忽或故意的失職或詐騙而產生的除外。

- 4.11 Notwithstanding anything herein to the contrary, if EFHK or its agent (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of any amount or delivery any amount of any Commodity for the Client (whether from the relevant exchange and/or Clearing House and/or any other person) in respect of any Futures

Contract or Options Contract entered into by EFHK on behalf of the Client on the due date for payment or delivery thereof in accordance with the rules and regulations of the relevant exchange and/or Clearing House and/or any applicable laws, EFHK's obligations regarding such failure shall be limited to the actual amount failed to received or delivered for the Client.

儘管本協議有相反規定，安信期貨或其代理人（視乎實際情況而定）假如因任何原因而未能就安信期貨代表客戶訂立的任何期貨合約或期權合約在到期付款或到期交收之日收到根據有關交易所及/或結算所的規則及規例及/或任何適用法律規定向客戶支付任何款項或向客戶交付任何商品數額（不論是從有關的交易所及/或結算所及/或任何其他人士收取），安信期貨就該等未支付或未交付的責任只限於該實際未支付或未交付數額。

- 4.12 EFHK shall in its absolute discretion (not under any obligation) decide whether to act on any instruction from the Client to take any action against any exchange and/or Clearing House and/or any other person in respect of any failure by such exchange and/or Clearing House and/or other person to make any payment or to deliver any amount of any Commodity in respect of any Futures Contract or Options Contract entered into by EFHK on behalf of the Client as indicated in Clause 4.11 above. If any such action is taken by EFHK, the Client shall indemnify EFHK in respect of all costs, claims, demands, damages and expenses arising out of or in connection with the taking of such action.

遇有任何交易所及/或結算所及/或任何其他人士如第4.11段中指出般沒有就安信期貨代表客戶訂立的任何期貨合約或期權合約支付任何款項或交付任何商品的任何數額，安信期貨有權自行酌情決定（但沒有義務）應否按客戶的指示向該等交易所及/或結算所及/或任何其他人士採取任何行動。假如安信期貨採取該等行動，客戶須保證向安信期貨償付因採取行動或就採取行動而產生的一切費用、索償、要求、損害賠償及支出。

- 4.13 The Client shall upon request by EFHK, supply EFHK with such information in relation to the delivery and/or settlement and/or (in the case of an Options Contract) exercise of any such Futures Contract or Options Contract which has not been closed out or exercised.

在安信期貨提出要求時，客戶須向安信期貨提供期貨合約或期權合約中尚未平倉或行使權力者的交付及/或交收及/或（如為期權合約）權力行使狀況有關的資料。

- 4.14 Any statement or confirmation issued by EFHK stating the price or value at which any Futures Contract or Options Contract is entered into or closed out, or the exchange rate applicable in any currency conversion, or the amount owing by the Client to EFHK at any given time, shall (in the absence of manifest error) also be binding on the Client.

任何由安信期貨發出的結單或確認書，述明在任何指定時間任何期貨或期權合約的訂立或平倉價格或價值，或任何貨幣兌換中採用的兌換率，或客戶欠安信期貨的數額，如果當中的內容沒有明顯的錯誤，亦將會對客戶有約束力。

- 4.15 The Client shall pay EFHK forthwith upon demand by EFHK at any time or upon any payment due date (whichever is the earlier) the full amount of all losses, debit balances and deficiencies resulting from any transaction between the Client and EFHK, or from the operation of the Client's Account. Payment shall be made in such currencies as EFHK may from time to time prescribe and not later than the close of business (Hong Kong time) on the date on which payment is required to be made. The Client will be responsible to EFHK for any losses, costs, fees and expenses in

connection with the Client's failure to meet the Client's obligations on demand or by the due date as described as above. All payments by the Client for transactions or otherwise in connection with this Agreement shall be made in cleared funds in the currency and at the place specified by EFHK, (a) free of any restrictions, conditions or equities, (b) free and clear and without any deduction or withholding on account of any taxes, and (c) without deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.

客戶須即時應安信期貨在任何時間作出的要求或在付款到期日（以較早者為準）向安信期貨支付因安信期貨與客戶之間的任何交易而產生，或因操作客戶帳戶而產生的所有損失，借方結餘及不足之數。有關的支付須依照安信期貨不時述明的該等貨幣及於須付款當天的營業時間（香港時間）結束前作出。如客戶未能履行其依照上述要求或在到期日或之前進行交付的責任，則客戶須對任何因此而涉及的損失、成本、費用及開支向安信期貨負責。所有就本協議的交易或其他的支付，必須按照安信期貨指明的貨幣及在其指明的地方以已結算的款項進行，且(a)沒有任何限制、條件或衡平法權益結束；(b)無限制及清楚可動用，以及沒有因稅項原因作出任何扣除或預扣，及(c)沒有就任何其他數額作出任何扣除或預扣，不論是透過抵消、反申索或其他。

- 4.16 The Client authorises EFHK to instruct overseas brokers and dealers to execute transactions in overseas securities in such terms and at such times as in EFHK's discretion deems fit and acknowledges that the terms of business of such overseas brokers and dealers shall apply to such transactions and the Client agrees to be bound by such terms.

客戶授權安信期貨以其酌情權認為恰當之條款及時間向海外經紀和交易商發出指示進行交易，並承認該海外經紀和交易商之商業條款對該交易適用，而客戶同意受該條款約束。

- 4.17 Unless EFHK is specifically notified to the contrary at the time of the Client's placing instructions to buy or to sell or otherwise deal in any Futures Contract or Options Contract, the Client represents and warrants to EFHK that the Client is not, or in the case where the Client is a company or body corporate, none of the Client's officers are a connected person (as defined in the Listing Rules and/or the Growth Enterprise Market ("GEM") Listing Rules as the case may be) of the issuer of the securities which are or are directly relevant to the subject of these instructions.

除非安信期貨在客戶發出買賣或以其他方式交易證券之指示時獲得特別的相反通知，否則客戶向安信期貨陳述及保證：客戶或客戶之人員（如客戶為一間公司或法團），則客戶之人員，並非該些指示中之標的物或直接與其有關的證券發行者之關連人士（定義見上市規則及/或創業版之上市規則，按情況而定）。

5. MARGIN, COMMISSIONS AND FEES 保證金、佣金及收費

- 5.1 The Client agrees to furnish and maintain immediately upon demand such Margin together with such guarantees and other security in such form and amount and on such terms as EFHK may in its absolute discretion require from time to time. Such Margin requirement established by EFHK may exceed any margin requirements prescribed by any exchange or Clearing House or broker. EFHK may change Margin requirements in its sole discretion and at any time without prior notice to the Client. If EFHK determines that additional Margin is required, the Client shall deposit with EFHK such additional Margin forthwith upon demand. EFHK will provide the Client with a full explanation of the margin procedures in such form as EFHK may in its absolute discretion determine. EFHK may refuse to execute the Client's instructions unless the Margin required by EFHK has been furnished to EFHK.

客戶同意在安信期貨的要求下，將即時向安信期貨提供及維持安信期貨可能不時要求的保證金以及擔保與

抵押品，所提供的形式、數額及條件則由安信期貨全權決定。安信期貨訂立的保證金要求可以超出任何交易所或結算所或經紀規定的保證金要求，安信期貨並可隨時自行決定予以更改而毋須事先通知客戶。假如安信期貨決定要求額外保證金，客戶在收到繳款通知後需立即向安信期貨存入該項額外保證金。安信期貨將以其自行酌情確定的形式向客戶充分解釋繳付保證金的方式。除非安信期貨已獲提供其要求之保證金，否則安信期貨可拒絕執行客戶的指示。

5.2 EFHK has absolute discretion whether to accept assets other than cash to be deposited as Margin. Where shares, stocks and/or other valuables are deposited as Margin, EFHK shall have an absolute discretion to assign a notional value (which need not correspond to the market value) to that asset deposited for Margin purpose, such value may change from time to time as determined by EFHK in the light of the prevailing market value of the asset or otherwise. 安信期貨可依據其絕對酌情權決定是否接納現金以外的資產作為保證金。凡客戶存放股票、股份及/或其他具價值的物品作為保證金，安信期貨可依照其酌情權就該等作為保證金資產指定一個名義價值（該價值無須符合其市價），而安信期貨可不時按照當時該等資產或其他資產的市值不時更改其價值。

5.3 Without prejudice and in addition to any other rights and remedies of EFHK hereunder, the Client irrevocably authorises EFHK, without prior notice to the Client, to apply all or any part of any cash deposit or other properties held for the account of the Client by EFHK or its Affiliate on any account whatsoever and whether or not relating to trading in Futures/Options Contracts, notwithstanding that any such application may result in the Client being required by EFHK to provide additional Margin:-

在不影響及附加於安信期貨在本協議之下的任何其他權利及補救的情況下，客戶不可撤銷地授權安信期貨（在無須事先通知客戶的情況下），將安信期貨或其聯屬人為客戶持有的所有或任何部分的現金按金或其他財產加以運用作以下用途，而不論此舉是否涉及期貨/期權合約的交易，儘管該等上述的運用可能會令安信期貨要求客戶支付額外保證金：-

- (a) in or towards the provision of any Margin or additional Margin demanded by EFHK pursuant to Clause 5.1; 應付安信期貨以據第 5.1 段要求其支付保證金或額外保證金；
- (b) in payment to any exchange, Clearing House or broker in or towards satisfaction of any liability to provide margin demanded or required by such exchange, Clearing House or broker in respect of any Futures/Options Contract entered into by EFHK on behalf of the Client, or towards provision of security (whether in the form of mortgage, deposit, charge, pledge or otherwise) in favour or to the order of any exchange, Clearing House or broker, without prior notice to the Client and free of any beneficial interest of the Client or of any other person in the Margin, as security for EFHK's obligations to (and upon terms specified by) the exchange, Clearing House or broker in respect of any Futures/Options Contract entered into by EFHK on behalf of the Client, with power to such exchange, Clearing House or broker to enforce the security in satisfaction of any obligations of EFHK, provided that the Client's deposit or property shall not be considered as finance or act as security for any Clearing House margin requirements or trading liabilities in respect of Futures/Options Contract entered into by EFHK on behalf of any other client (and in either event, such deposit or property will be dealt with according to the rules and regulations of the relevant exchange, or Clearing House, or the terms of trading of the broker); 向任何交易所、結算所或經紀支付款項，以履行該交易所、結算所或經紀就安信期貨代客戶訂立的任何期貨/期權合約而要求其履行提供保證金的任何責任，或就向任何交易所、結算所或經紀或依其指

示提供抵押品（不論以按揭、存款、抵押、質押或其他方式），而此舉無需事先通知客戶，且撇除任何該客戶或任何其他人在該保證金的實益權益，以及作為安信期貨代表客戶訂立的任何期貨/期權合約而須對該交易所、結算所或經紀承擔的責任（依照其所指明的條款）的抵押品，並且賦予權力予該交易所、結算所或經紀以執行該抵押品以履行安信期貨須承擔的責任，但該客戶的存款或財產不得作為就安信期貨代表任何其他客戶而訂立的期貨/期權合約的任何結算所保證金要求或交易責任的融資或作為其抵押品（在上述任何一種情況下，該存款或財產將會依據有關交易所、結算所的規例或經紀的交易條款來處理）；

- (c) in satisfaction of any other obligations of EFHK to any party insofar as such obligations arise in connection with or incidental to any Futures/Options Contract entered into by EFHK on behalf of the Client; and/or, 以履行安信期貨就任何一方須承擔的責任，而有關責任源自或涉及安信期貨代表客戶訂立的任何期貨/期權合約；及/或
- (d) in or towards payment of money properly required to meet commissions, brokerage, levies or other proper charges relating to any Futures/Options Contract entered into by EFHK on behalf of the Client; 以支付任何涉及安信期貨代表客戶訂立的任何期貨/期權合約而適當地支付的佣金、經紀佣金、徵費或其他適當的收費。

5.4 Margin calls must be met on demand of EFHK or such other time limit as may be specified by EFHK from time to time (but not later than a time required by the relevant exchange to meet Margin calls). If Clients failed to meet such Margin calls, EFHK will have the right to or will have a duty under the rules or regulations of the relevant exchange and/or Clearing House to close out the Open Contracts held on behalf of the Client in respect of such Margin calls, and/or to notify the relevant exchange, Clearing House or brokers the particulars of such Open Contracts. In particular, EFHK may be required to report to HKFE and SFC the particulars of all Open Contracts in respect of Margin calls which have not been met by the Client for two or more successive occasions within the period specified by EFHK.

繳交保證金的通知必須應安信期貨的要求或安信期貨不時指明的時限（但不得遲於有關交易所要求客戶繳交保證金的時限）予以滿足。客戶如果未能滿足該等通知，安信期貨將有權或將有責任按照有關交易所及/或結算所的規則或規例將客戶持有而未有依通知追繳保證金的未平倉合約平倉，及/或通知有關交易所、結算所、經紀關於該等未平倉合約的詳情。特別是安信期貨或會被要求向期交所及證監會匯報所有在安信期貨指明的限期之內連續兩次或以上未遵守繳交保證金通知的所有未平倉合約的詳情。

5.5 Unless specifically instructed by the Client, EFHK may in accordance to the rules of the relevant exchange use Futures/Options Contracts held in the Account to offset the shortfall of the Margin, but these Futures/Options Contracts will not be closed out or netted off for any other purpose.

除非獲得客戶的明確指示，否則安信期貨可根據交易所規定可以在戶口持有的期貨/期權合約對保證金的差額作出抵銷而無須向客戶作出提述，但這些期貨/期權合約將不會為任何其他目的予以平倉或當作淨額結算處理。

5.6 The Client can only carry out long Options Contract positions in a cash account maintained at EFHK. The Client shall pay EFHK the full cash value of the premium of the Options Contract on the date that the Client gives instruction to EFHK for the purchasing of the Options Contract.

客戶只能在安信期貨維持的現金帳戶對期權合約作出長倉。客戶須於其向安信期貨指示購買期權合約當日

支付該合約期權金的全數現金價值。

- 5.7 The Client agrees to pay EFHK immediately upon demand (a) brokerage commissions at such rates as may be determined by EFHK; (b) all commissions, brokerage, levies, fees, duties and taxes and all other charges and expenses incurred by EFHK arising out of or in connection with any Futures Contract or Options Contract entered into by EFHK on behalf of the Client or otherwise arising out of or in connection with the performance of any of EFHK's duties under this Agreement; and (c) interest on any monies advanced to the Client at such rates as may be determined by EFHK.

客戶同意即時應安信期貨的要求支付：(a)經紀佣金，比率由安信期貨決定；(b)安信期貨因為代表客戶訂立任何期貨合約或期權合約或就該等合約而產生的以及因為履行其在本協議下的任何義務或就履行該等義務而產生的一切佣金、經紀費、徵費、收費、稅項及雜項稅款以及所有其他費用及支出；以及(c)提供予客戶的墊款的利息，利率由安信期貨決定。

- 5.8 Without prejudice to any other rights and remedies available to EFHK, EFHK may impose monthly maintenance charges (amount and currency shall be reasonably determined by EFHK) if the Account has become dormant (i.e. the Client has no trading activity for six months or more. Payment of such monthly maintenance charges will be automatically deducted from the Account.

在不影響安信期貨的任何其他權利及補救方法的情況下，如客戶的戶口沒有進行買賣活動有6個月或以上，安信期貨可收取戶口維持月費(有關的應繳金額及貨幣由安信期貨決定)。戶口維持月費將會自動從客戶的戶口中扣除。

- 5.9 The Client undertakes to pay interest to EFHK on all overdue balances owed by the Client to EFHK (including interest arising after a judgment debt is obtained against the Client) at a rate equivalent to 3% per annum over EFHK's cost of funds or the prime lending rate of a Hong Kong bank at the relevant time, whichever is higher, and such interest will be calculated and payable on the last day of each calendar month or at such time as EFHK may determine.

客戶同意倘若拖欠安信期貨任何額項（包括經裁決之客戶債務所累積的利息），客戶將以按安信期貨的資金成本加年息百分之三或一家香港銀行不時規定的貸款優惠利率加年息百分之三(取較高者)的利率向安信期貨支付利息。此等利息按日息計算，並須於每公曆月最後一日或按安信期貨決定之日期支付。

6. FOREIGN CURRENCY TRANSACTIONS 外幣交易

If EFHK enters into any Futures Contract or Options Contract on behalf of the Client in a currency other than Hong Kong dollars (a) any loss arising as a result of a fluctuation in the exchange rate affecting such currency will be borne by the Client and (b) unless the Client has provided expressed instructions that a particular currency shall be used for a particular transaction, otherwise all transactions shall be carried out in Hong Kong dollars at a rate of exchange determined by EFHK in its sole discretion.

假如安信期貨代表客戶以港幣以外的一種貨幣訂立任何期貨合約或期權合約，則：(a)因該種貨幣匯率波動而產生的任何損失均由客戶承擔；(b)除非客戶指明所涉的交易須以特定貨幣進行，否則所有交易應以港元進行，匯率由安信期貨全權決定。

7. DISCLOSURE 披露

- 7.1 The Client shall immediately supply to EFHK upon request his/ her financial and other information that EFHK deemed necessary (including, where applicable, information regarding the Actual Beneficiary), without the need to give any reason for such request.

安信期貨可自行決定要求客戶提供與客戶（或戶口的實際受益人，如適用的話）有關財務資料及其他資料，而毋須給予任何理由，客戶須在接獲要求後立即向安信期貨提供該等資料。

- 7.2 Under the rules or regulations of any relevant exchange and/or Clearing House or under any applicable laws, EFHK, its employees, officers or agents may be required from time to time to report or to disclose any information supplied by the Client to EFHK pursuant to Clause 7.1 above together with particulars of all dealings and other information relating to the Account including, without limitation, any default by the Client in meeting any demand for the provision of Margin or additional Margin as provided in Clause 5. EFHK and any of its employees, officers and agents are irrevocably authorised by the Client to provide any such report or information and to make any such disclosure.

根據任何有關的交易所及/或結算所的規則或規例或任何適法律的規定，安信期貨、其僱員、職員或代理人可能不時被要求報告或者披露客戶按以上7.1 段向安信期貨提供的任何資料以及一切與戶口有關的交易詳情及其他資料，其中包括（但不限於）客戶沒有按要求提供第5 段規定的保證金或額外保證金的任何紀錄。安信期貨及其任何僱員、職員及代理人均獲得客戶不可撤銷的授權可提供任何上述報告或資料並作出上述披露。

8. LIQUIDATION OF ACCOUNTS 戶口終結

- 8.1 EFHK shall have the right, without notice and in its absolute discretion and sole judgment, to take such actions as it may consider necessary or desirable to comply with or to perform, cancel or satisfy any obligation of EFHK to a Client or any obligations of the Client and/or EFHK to a relevant exchange and/or Clearing House and/or broker, as the case may be, in respect of any Open Contract (including closing out and/or performing all such Open Contracts, cancelling any outstanding order and/ or other commitments made on behalf of the Client or exercising any option (put or call) arising from any Options Contract held by EFHK on behalf of the Client) and may for such purpose borrow, buy or sell in any manner whatsoever (including from or to any Affiliate of EFHK) the Commodity underlying any Open Contract and/or apply any Margin and/or enforce any security held by it and apply the proceeds thereof in such manner as it may, in its absolute discretion, determine if:-

在以下的情況，安信期貨可無須給予通知、並全權酌情判斷決定採取其認為必須或適當的行動，以符合或執行、取消或履行安信期貨就任何未平倉合約而對客戶的應負責任以及客戶及/或安信期貨就任何未平倉合約而對有關交易所及/或結算所及/或經紀（視乎實際情況而定）應負的責任（包括履行任何及所有該等未平倉合約及/或將之平倉）取消任何客戶未處理之指令或其他責任或行使由安信期貨代客戶持有之期權合約而產生之期權（認沽或認購）。為此，遇有以下情況時安信期貨可以用任何方式借貸、買入或賣出（包括向任何安信期貨聯屬人買入或賣出）任何未平倉合約所涉的商品及/或運用任何“保證金”及/或強制執行其持有的任何抵押品，並將由此所得的收益按其全權決定的方式使用：-

- (a) EFHK in its sole discretion considers it necessary to protect itself because of Margin requirements or other reasons;
安信期貨因保證金要求或其他原因而自行酌情認為有需要對本身作出保護；
- (b) EFHK determines in its absolute discretion that it is necessary to comply with any requirement imposed by any relevant exchange and/or Clearing House and/or broker or any applicable laws, rules and regulations;
安信期貨在其絕對酌情權下認為有需要遵守任何有關交易所及/或結算所及/或經紀作出的任何規定或遵守任何適用法律、規則與規例；
- (c) the Client violates or fails to comply with any term, covenant, or condition on its part hereunder;
客戶違反或沒有履行本協議規定其履行的條款、契約或條件；
- (d) the Client dies or becomes dissolved for any reason whatsoever or merges or becomes consolidated with any non-affiliated party or sells all or a substantial portion of its business or assets;
客戶因任何理由死亡或解散或與任何非關聯公司合併或合組或出售其全部或大部分業務或資產；
- (e) a petition for its bankruptcy or winding-up, or a petition for the appointment of a receiver, is filed by or against the Client, or the Client resolves to enter into liquidation, administration or other insolvency procedure or takes advantage of any bankruptcy, reorganization, moratorium, insolvency or similar law or makes or proposes to make any arrangements or compositions for the benefit of any of its creditors, or is the subject of any order, judgment or decree entered by any court providing for the winding up, reorganization, liquidation or appointment of a liquidator, administrator, trustee or receiver of the Client or a substantial part of its business or assets;
客戶申請破產或清盤或被申請指派接管人，或客戶通過以清盤、行政手法或其他無力償還的程序利用任何破產、重組、凍結、無力償債或類似法律的益處或為其任何債權人的利益作出或建議作出任何安排或和解協議，或成為任何法院頒發的指令、判決或判令的當事人，而所涉的指令、判決或判令乃規定將客戶或其大部分業務或資產結束、重組、清盤或為之指派清盤人、管理人、信託人或接管人；
- (f) any third party asserts a claim in respect of any monies in the Account;
任何第三方對戶口中的款項索討權利；
- (g) any information supplied by the Client to EFHK, whether required by the Futures Trading Agreement or otherwise, is incorrect or misleading in any material respect;
客戶向安信期貨提供的任何資料（不論是否期貨交易協議內或其他情況下所需求提供），在要項上是不正確或誤導的；
- (h) it has become unlawful for the Client to maintain the Account or to perform any of the Client's obligations under this Agreement, or any authorization, consent, approval or licence necessary granted by the Client shall be revoked or otherwise cease to be in full effect; or,
如客戶維持其戶口或根據本協議履行客戶的任何責任成為非法，或客戶的任何授權、同意、批准或許可被撤銷或不再全面生效；或
- (i) there occurs a material adverse change in the business, assets or general condition of the Client which, in the absolute opinion of EFHK, may adversely affect the due performance of the Client's obligations under this Agreement;
客戶的業務、資產或一般情況出現重大的負面改變，而根據安信期貨的絕對意見，可能會影響客戶妥善履行其在本協議之下的責任。

8.2 On the exercise of EFHK's rights under Clause 8.1 above, all amounts owing to EFHK hereunder shall become

immediately due and EFHK shall not be obliged to deliver to the Client any amount of the underlying Commodity or any money due to the Client until all sums due from and liabilities of the Client to EFHK in respect of any such contract or otherwise howsoever in accordance with the terms of this Agreement are satisfied or discharged to the satisfaction of EFHK.

安信期貨行使以上第8.1 段的權利時，在本協議下客戶應支付給安信期貨的所有款項均須要立即支付，安信期貨亦毋須向客戶交付所涉商品的任何數額或支付任何應付給客戶的款項，直至客戶就任何該等合約或就本協議的條款而應付給安信期貨的所有款項及其對安信期貨的一切債務獲得以安信期貨滿意的方法支付或償還為止。

9. OFFSET, TRANSFER OF FUNDS AND LIEN 抵銷、資金調動及留置權

- 9.1 Notwithstanding anything contained in this Agreement or in any other agreement between EFHK or any Affiliate of EFHK and the Client or any Client Group Company, the Client irrevocably directs EFHK to offset and withhold from and apply (subject to applicable laws and regulations) all of the Client's interest in any funds, Futures Contract and/or Options Contract and property held by EFHK or any Affiliate of EFHK at any time for any purpose, including (without limitation) safe-keeping, for full or partial discharge of all of the Client's obligations and liabilities to EFHK in respect of the Account or in respect of Margin or additional Margin or commissions or expenses in accordance with Clause 5 or other terms of this Agreement, and EFHK may without notice combine and/or consolidate all or any of the Accounts and offset or transfer any money or other property interchangeably between any of the Accounts in such manner as EFHK may absolutely determine.

縱使本協議或其他由安信期貨或任何安信期貨聯屬人與客戶或任何客戶集團公司所簽訂之其他協議另有規定，客戶不可撤銷地指示安信期貨抵銷及扣起並動用（須不抵觸適用法律及規則），所有安信期貨或任何安信期貨聯屬人在任何時間、為任何目的，包括（但不限於）保管目的而持有的客戶資金、期貨/期權合約及財產之利益，用以全部或部分解除客戶就戶口或者就第5 段規定的保證金、額外保證金、佣金或支出或本協議的其他條款規定而應向安信期貨履行的一切義務及責任，安信期貨可以毋須通知而按其絕對酌情權而決定的方式將全部或任何戶口綜合及/或合併或在戶口之間將任何款項或其他財物抵銷或交替調動。

- 9.2 The Client shall deliver to EFHK upon signing of the Futures Client Account Opening Document a duly signed and completed authorization letter in the form set out in Schedule A. Without prejudice to authorisations granted in the said authorization letter or in this Agreement, EFHK is authorised:-

客戶須在簽署期貨客戶開戶文件時向安信期貨交付已填妥及簽署附表A 所載之授權信函。在不損該授權信函及本協議所授權利之情況下，安信期貨乃獲以下授權：-

- (a) to instruct any Affiliate of EFHK, any bank, deposit-taking company or other person, partnership and/ or a company with whom or which the Client may at any time maintain an account (all of these entities shall hereinafter referred to as a "Deposit Holder") to transfer on the Client's behalf any funds standing from time to time in any accounts with a Deposit Holder to any of the Client's account with EFHK and/or EFHK's Affiliates at any time; and/or

指示安信期貨的聯屬人及任何客戶可能在維持戶口之銀行、存款公司或其他人、機構或公司（“存款持有人”）代客戶調動其在任何時間存放在存款持有人之資金到客戶在安信期貨及/或安信期貨的

聯屬人之戶口；及/或

- (b) to transfer any funds standing from time to time in any of the Client's account with EFHK to any of the Client's account with EFHK's Affiliates at any time; and/or
調動客戶在任何時間存放在安信期貨戶口內之資金到客戶在安信期貨的聯屬人之戶口；及/或
- (c) to transfer and/or procure the transfer of any funds standing from time to time in any local account with any Deposit Holder and/ or EFHK to any overseas account with such Deposit Holder and/ or EFHK; and/or
調動及/或促使調動客戶在任何時間存放在存款持有人及/或安信期貨之本地戶口內之資金到客戶在任何時間保留在存款持有人及/或安信期貨之海外戶口；及/或,
- (d) to give any Deposit Holder notice of such authority.
給予任何任何存款持有人該授權之通知。

9.3 Without prejudice to any other powers, authorities, rights and remedies granted to EFHK under this Agreement, and until all the aforesaid obligations and liabilities of the Client have been satisfied or discharged in full, EFHK shall have a charge and/or lien on and be entitled to retain and withhold all of the Client's monies, interests in any Futures/Options Contract or other property from time to time in the possession or control of EFHK or any Affiliate of EFHK whether the same be held for safe custody, margin trading or otherwise, and whether pursuant to this Agreement or otherwise, and EFHK shall have the right and is irrevocably authorised as the agent of the Client to take such measures at such times as EFHK may in its sole discretion deem necessary to sell, dispose of or otherwise realize all such monies, (subject to applicable laws and regulations) interests in any Futures/Options Contract or other property from time to time in the possession or control of EFHK or any Affiliate of EFHK in or towards satisfaction or discharge of any of the aforesaid obligations and liabilities of the Client.

在無損任何本協議下安信期貨可享有的其他權利、授權、利益及補償的情況下，及直至上述所有客戶的義務及責任完全履行或解除後，安信期貨對所有客戶的款項、期貨/期權合約的利益或其他不時由安信期貨或任何安信期貨聯屬人管有或控制之財物（不論該等項目是否只為保管、交易之保證金或其他目的，亦不論是否根據本協議或其他），由押記及/或留置權，並有權保留及扣起該款項、利益或財物。安信期貨有權及作為客戶不可撤銷的授權代表以其獨享之酌情權決定採取其認為適當之方法以出售、處理或以其他方式將客戶在安信期貨或任何安信期貨聯屬人不時管有或控制之該款項、期貨/期權合約的利益或其他財物變賣，以履行或解除任何客戶上述之義務及責任（惟須不抵觸適用法律及規例）。

10. TRADING RECOMMENDATIONS 交易建議

10.1 The Client undertakes and agrees that the Client retains full responsibility for all trading decisions in the Account and EFHK is responsible only for the execution, clearing, and carrying of transactions in the Account; that EFHK has no responsibilities or obligations regarding any conduct, action, representation or statement of any officer, employee or agent of EFHK, introducing partnership, commodity trading advisor or other third party in connection with the Account or any transaction therein; that any advice or information by EFHK, its officer, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and EFHK shall be under no liability whatsoever in respect of such advice or information; and that Client shall, independently and without reliance on EFHK or any of the aforesaid persons, make Client's own judgment and decision with respect to all trading decisions in the Account. 客戶承諾及同意，戶口的交易乃由客戶全權負責決定，安信期貨只負責執行、結算及進行戶口的交易，對

任何人員、僱員或安信期貨的代表、介紹行、商品交易顧問及其他第三者就戶口或其內任何交易所表現出的操守或作出的行動、陳述或聲明均沒有任何責任或義務。安信期貨、其人員、僱員或代理人的任何意見或資料，不論是否主動提供，一概不構成訂立交易的要約，安信期貨對該等意見或資料均不負任何責任，而客戶將會獨立地及無須依賴安信期貨或任何上述人士而就所有戶口的交易作出其本身的判斷及決定。

10.2 If EFHK solicits the sale of or recommend any financial product or any product including any virtual assets to the Client, the financial product or product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document EFHK may ask the Client to sign and no statement EFHK may ask the Client to make derogates from this clause.

假如安信期貨向客戶招攬銷售或建議任何金融產品或產品（包括任何虛擬資產），該金融產品或產品必須是安信期貨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安信期貨可能要求客戶簽署的文件及安信期貨可能要求客戶作出的聲明概不會減損本條款的效力。

10.3 Virtual assets related complex products may be involved into trading that falls outside the jurisdiction of the SFC, unless otherwise stipulated by the SFC, the Client shall only place order or give instruction if it has fulfilled the applicable requirements:-

- (a) the Client is a professional investor as defined under the SFO, the Code and/or the Securities and Futures (Professional Investor) Rules ("Professional Investor");
- (b) the Client has satisfied the relevant knowledge test, suitability assessment and net worth assessment in connection to virtual assets related products; and
- (c) the Client understands the nature and risks of investing in virtual assets related products and has read and understood the "RISK DISCLOSURE STATEMENTS FOR VIRTUAL ASSETS RELATED PRODUCTS" as contained in this Agreement.

關於虛擬資產相關複雜產品其可能涉及在證監會的司法管轄權範圍以外的買賣，除非證監會另外規定，客戶須符合適當要求，才可發出任何買盤或購買指令：-

- (a) 客戶須為根據條例、守則及/或《證券及期貨（專業投資者）規則》所載釋義下的專業投資者（「專業投資者」）；
- (b) 客戶須滿足有關虛擬資產相關產品的知識評估、適合性評估和淨資產評估；及
- (c) 客戶瞭解虛擬資產相關產品的性質和風險，及已經閱讀並理解本協議所載的《關於虛擬資產相關產品的風險披露聲明》。

11. CLIENT'S WARRANTIES AND UNDERTAKINGS 客戶承諾及保證

The Client warrants that he/ she is not, or in the case where the Client is a company or body corporate, none of its officers are employed by any exchange, board of trade or Clearing House, or by any corporation of which any exchange owns a majority of the share capital, or (unless written consent to such trading is filed with EFHK) employed by a member of any exchange or by a partnership registered on any exchange. In addition, the Client warrants and undertakes that, except as disclosed in writing, (a) no one (other than any person named in the Futures Client Account Opening Document as account holder, partner, beneficial owner or beneficiary) has an interest in the

Account; (b) the information provided by the Client in connection with the opening of the Account is true, complete and correct; (c) the Client will notify EFHK forthwith of any material changes in any of the information so provided; (d) the Client has determined that trading in Futures/Options Contracts is for the benefit of and appropriate for the Client, is prudent in all respects and does not and will not violate any statute, rule, regulation, judgment, decree, agreement or undertaking to which the Client is subject or bound; and (e), in the case where the Client is a company or body corporate, it has full and unrestricted power to enter into this Agreement and that it has obtained all necessary consents and has taken all necessary actions (including, where appropriate, any action required under its corporate or other organizational documents) to authorise it to enter into this Agreement and to perform its obligations hereunder.

客戶保證其本身，或如客戶為一間公司或法團，則其人員，並沒有受僱於任何交易所、商會、結算所或由任何交易所擁有大多數股份的公司，亦非受僱於任何交易所的成員或在任何交易所註冊的公司（除非允許進行此等交易的同意書已提交安信期貨備案）。此外，客戶保證及聲明，除了書面披露者以外，（a）並無任何人（期貨客戶開戶文件中名列的戶口持有人、合夥人、權益持有人或受益人除外）在戶口中擁有權益；（b）客戶就開戶而提供的資料為真實、完整及正確的；（c）提供的資料如有任何重大變更，將由客戶立即通知安信期貨；（d）客戶確定“期貨/期權合約”乃為客戶利益及適合客戶進行，在各方面均為謹慎的，而且目前及將來均不會抵觸客戶受制或受到約束的任何法規、規則、規例、判決、法令、協議或承諾；（e）如客戶為一間公司或法團，客戶擁有全權及不受限制的權力以訂立本協議，並且已獲得所有必要同意及已採取所有必要的行動（包括，如適用，根據其法團或機構之文件內所需之行動）及履行其在此之下的責任。

The Client further agrees not to charge or pledge, or allow to subsist any charge or pledge over, the Margin or any property or rights forming part of the Account without EFHK's consent or to sell, grant an option over, or otherwise deal in any way with or propose to sell, grant an option over or deal with the same.

客戶同意在未得安信期貨的同意前，就保證金或構成其戶口的其中部分的任何財產或權利而言，不會作出抵押或質押或容許就此存在任何抵押或質押，或就該等保證金、財產或權利進行出售、授予期權或以任何形式處置，或建議出售、授予期權或以任何形式處置。

12. LIABILITY AND INDEMNITY 責任及彌償保證

- 12.1 Neither EFHK nor any of its officers, employees or agents shall have any liability whatsoever (save in the case of gross negligence, willful default or fraud) for any loss, expense or damage suffered by the Client as a result of (a) EFHK acting or relying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by EFHK or any Affiliate of EFHK or by any of its or their officers, employees or agents; or (b) EFHK failing to perform its obligations hereunder by reason of any cause beyond EFHK's control including any breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action or the failure of any relevant exchange and/or Clearing House and/or broker and/or any other person, partnership or company whatsoever to perform its obligations; or (c) any relevant exchange and/or Clearing House and/or broker ceasing for any reason to recognize the existence of any Futures Contract or Options Contract entered into by EFHK on behalf of the Client or failing to perform or close out any such contracts provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom.

對於客戶由於以下事項而承擔的任何損失、支出或損害，安信期貨、其任何人員、僱員及代理人均毋須負任何責任（但由於嚴重疏忽或故意失職或詐騙而產生的除外）：(a)安信期貨依照客戶發出的任何指示行事或對指示予以依賴，不論有關的指示是否在安信期貨或任何安信期貨聯屬人或彼等之人員、僱員或代理人給予任何建議或意見後發出；或(b)安信期貨由於其控制範圍以外的因素而未能履行其在本協議下的義務，其中包括傳送、通訊或電腦設施出現的損壞或故障，郵政或其他方面的罷工或類似的工業行動，或任何交易所及/或結算所及/或經紀及/或任何其他人士、商號或公司沒有履行其義務；或(c)任何交易所及/或結算所及/或經紀因任何原故停止承認安信期貨代表客戶訂立的任何期貨合約或期權合約的存在，或沒有履行任何該等合約或將之平倉，但在兩種情況下皆不會影響客戶在本協議下須就任何該等合約而承擔的責任以及客戶因該等合約而產生的其他義務及責任。

- 12.2 In addition to Clause 12.1 above, neither EFHK nor any of its officer, employees or agents shall have any liability whatsoever (save in the case of gross negligence, willful default or fraud) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any delay or alleged delay in acting or any failure to act on any instruction given by the Client to EFHK.

除以上第12.1 段外，對於客戶由於或者指稱由於安信期貨延遲或被指稱延遲依照客戶向安信期貨發出的指示行事或沒有依照該等指示行事而承擔的任何損失、支出或損害，安信期貨及其任何人員、僱員及代理人均毋須負任何責任（但由於嚴重疏忽或故意失職或詐騙而產生的除外）。

- 12.3 The Client undertakes to fully indemnify and keep indemnified EFHK, its officers, employees, agents and Affiliates in respect of any costs, demands, damages and expenses whatsoever which may be suffered or incurred directly or indirectly arising out of or in connection with any Futures Contract or Options Contract entered into on behalf of the Client or arising out of any action taken in accordance with the terms of this Agreement, except such costs, demands, damages and expenses are incurred as a result of EFHK's gross negligence, willful default or fraud. The Client also agrees to pay promptly to EFHK all damages, demands, costs and expenses (including legal expenses on a full indemnity basis) incurred by EFHK, its officers, employees, agents and Affiliates in the enforcement of any of the provision of this Agreement.

客戶保證，對於安信期貨因其以客戶代理人身份代表客戶訂立任何期貨合約或期權合約或因其按照本協議的條款採取行動而可能直接或間接產生或承擔的任何費用、要求、損害賠償及支出，客戶將會對安信期貨、其人員、僱員、代理人及聯屬人作出全數彌償，由於安信期貨的嚴重疏忽或故意失職或詐騙所產生的除外。客戶並同意必須迅速償付安信期貨、其人員、僱員、代理人及聯屬人由此產生的一切損害賠償、費用及支出（包括徹底償付法律支出）。

13. DEALINGS AND PRIORITY 交易及優先執行

- 13.1 EFHK or its Affiliates may have an interest, relationship or arrangement that is material in relation to any instruction received or transaction effected for the Client. In particular, EFHK and its Affiliates may, without making reference to the Client:-

安信期貨及其聯屬人，就其收取的任何指示或代客戶進行的交易，可能會擁有重大的權益、關係或安排。尤其是安信期貨及其聯屬人可在無需提述客戶的情況下：-

- (a) effect transactions for the Client with or through an Affiliate or any other broker;
與或透過聯屬人或任何代理經紀為客戶進行交易；
- (b) effect transactions with the Client as principal for EFHK's or its Affiliate's own account;
以主事人身份為安信期貨或其聯屬人與客戶進行交易；
- (c) effect transactions where EFHK or its Affiliates have a position in the Futures/Options Contract;
在安信期貨或其聯屬人在期貨/期權合約有持倉的情況下進行交易；及/或
- (d) match the Client's orders with those of other clients;
與客戶的買賣盤與其他客戶的買賣盤進行配對；

and neither EFHK nor any of its Affiliates shall be obliged to account for any of the profits or benefits so received from any transactions.

及安信期貨或其任何聯屬人將無須就其取得的任何利潤或利益作出交待。

- 13.2 Nothing herein shall place EFHK under any duty to disclose to the Client any information which may come to the notice of EFHK in the course of acting in any capacity for any other person, nor shall EFHK be under any obligation to the Client to disclose any information pertaining to any Futures/Options Contract to the Client before or at the same time as such information is made available to other clients. EFHK shall take all reasonable steps to avoid conflicts of interest and where such conflicts cannot reasonably be avoided take all reasonable steps to ensure that clients are at all times treated fairly.

本協議沒有任何條文會令安信期貨有任何責任向客戶披露任何在其以任何身份為任何人士行事的過程中所察覺的資料，而安信期貨亦沒有任何責任就涉及任何期貨/期權合約的任何資料於向其他客戶批露之前或同時向客戶披露該等資料。然而，安信期貨將會採取一切合理的步驟以避免出現利益衝突，而如果該等衝突不能合理地避免，將會採取一切合理步驟以確保客戶在所有時間都獲得公平的對待。

- 13.3 The Client acknowledges that due to the trading practices of the exchanges or other markets in which transactions are executed, it may not always be able to execute orders at the prices quoted at a particular time or "at best" or "at market rate" and the Client agrees in any event to be bound by transactions executed by following the Client's or its agent's instructions. The Client agrees that EFHK shall not be under any liability for any loss incurred as a result of transactions executed in accordance with the terms and conditions set out in this Agreement.

客戶確認由於執行交易所在的交易所及其他市場的交易慣例，可能無法經常以在某個時間所報的價格，或以“最佳”或“市場”價格執行買賣盤，及客戶同意在任何情況下受任何依照客戶或其代理人的指示而執行的交易所約束。客戶同意安信期貨無須因在執行本協議的條款而進行的交易所帶來的任何損失而負上責任。

- 13.4 EFHK may in its sole discretion convert funds into and from foreign currencies at such reasonable exchange rates as it determine. The Client acknowledges that he/ she will have to bear any loss arising from a fluctuation in the exchange rate of the relevant currency.

安信期貨可依照其本身的絕對酌情權認為是合理的外幣兌換率，將資金兌換成某種貨幣或從某種貨幣兌換為另一種貨幣。客戶確認任何有關貨幣的兌換率的波動所造成的損失，將會由客戶承擔。

- 13.5 Unless otherwise disclosed herein or in the relevant trade confirmation or to the Client in writing, EFHK is acting as the Client's agent in respect of all transactions executed pursuant to this Agreement.

除非在本協議或有關的成交單據披露或向客戶以書面披露外，安信期貨是就所有依照本協議的條款而執行的交易作為客戶的代理人。

- 13.6 Except as otherwise agreed, the Client understands that no interest will be accrued for the funds hold in any accounts with EFHK (including any Margin) and EFHK may retain for its own benefit any and all amounts derived by way of interest on the Client's money.

除非另行協議，客戶明白就任何在安信期貨戶口所持有的款項（包括保證金）將不會享有任何累計利息而安信期貨可享有及保留任何及所有客戶款項所衍生的利息。

- 13.7 The Client understands that, subject to applicable rules, regulations and laws, EFHK will handle Client orders fairly. Client orders shall in general be executed in accordance with the sequence were received by EFHK, except Client orders should always have priority over EFHK's own orders or any orders from EFHK's employees or agents.

在適用之規則、規例及法律限制之下，客戶明白安信期貨會公平地並顧及其收到買賣指示的先後次序處理客戶的買賣指示；而客戶的買賣指示比較起安信期貨本身戶口作出的買賣指示，或或安信期貨的僱員或代理人本身的戶口作出的買賣指示，均應獲得優先的處理。

- 13.8 EFHK may for the purpose of execution of orders, without notification to the Client, combine the Client orders with orders of other clients and orders of EFHK's or EFHK's Affiliates. This may result in a less favourable price being obtained for the Client than would have been achieved had the orders been executed separately. Where there are insufficient Futures/Options Contracts to satisfy orders so combined, the transactions shall be allocated between clients in such manner considered to be fair by EFHK, with due regard being given to the sequence in which such orders were received, provided always that priority shall be given to satisfy the orders of clients over those of EFHK or its Affiliates.

安信期貨可在無須事先向客戶作出提述之前，將客戶的買賣盤與其他客戶的買賣盤、或安信期貨或其聯屬人的買賣盤加以合併執行。此舉可能令為客戶取得的執行價格較該等買賣盤分別獨立地執行所得到的價格較為不利。凡未有足夠的期貨/期權合約去滿足以合併方式執行的買賣盤，有關交易將會按照安信期貨視為公平的方式，在適當考慮接獲該等買賣盤的先後次序後，在客戶之間作出分配，但客戶買賣盤必須較安信期貨或其聯屬人的買賣盤獲得較優先的處理。

14. PRESCRIBED PROVISIONS 規定的條款

Without prejudice and in addition to any other provisions of this Agreement, all transactions executed on behalf of the Client shall be subject to provisions of this Clause, and which shall constitute, and be construed as part of this Agreement:-

在不損害本協議任何其他條款及附加於本協議任何其他條款的前提下，所有代客戶進行的交易均須遵守本段的條款，本段條款並且構成本協議的一部分及應作為本協議一部份般理解：-

- 14.1 each of the Client and EFHK covenants to notify each other forthwith of any material changes in the information

supplied in the Futures Client Account Opening Document and this Agreement and EFHK shall provide to the Client contract specifications, procedures and other information in such form or manner as HKFE may specify under the HKFE Rules or as SFC may specify under the Code (including services to be provided by and remuneration to be paid to EFHK);

期貨客戶開戶文件上的資料及本協議如有任何重大變更，每位客戶及安信期貨保證會立即將之通知對方。安信期貨亦會向客戶提供根據期交所於期交所規則或如證監會於守則所指定之形式或方式而訂立之合約細明、程序及其他資料（包括安信期貨將提供之服務及將收取之報酬）；

- 14.2 every Exchange Contract shall be subject to the charge of a Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Client;

每張期交所合約均須支付賠償基金徵費以及“證券及期貨事務監察委員會條例”規定的徵費，兩項費用均由客戶承擔；

- 14.3 in the event that the Client suffers pecuniary loss by reason of default committed by EFHK, the liability of the Compensation Fund will be restricted to valid claims as provided for in the Ordinance and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by the Client by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or none at all;

客戶如因安信期貨違約而蒙受金錢上的損失，賠償基金的賠償責任只限於條例中規定的有效索償，並以證券及期貨（投資者賠償 – 賠償上限）規則內指定的款額為限，因此客戶因上述違約事件而蒙受的金錢損失並不一定會得到賠償基金全數或局部賠償，甚或可能得不到任何賠償；

- 14.4 EFHK and any of its officers, directors, employees or agents may trade on its/their own account or on the account of any Affiliate of EFHK;

安信期貨及其任何人員、董事、僱員或代表均可以其本身的戶口或安信期貨的聯屬人戶口進行交易；

- 14.5 in respect of any transaction related to Exchange Contracts, such transaction shall be subject to the HKFE Rules, HKFE Regulations and HKFE Procedures and such Rules, Regulations and Procedures contain provisions requiring EFHK, upon the request of HKFE or the SFC, to disclose the name and Actual Beneficiary and such other information concerning the Client as the HKFE or the SFC may require and that the Client agrees to provide such information concerning the Client as EFHK may require in order for EFHK to comply with such Rules, Regulations, Procedures and the Ordinance and that in the event EFHK fails to comply with the disclosure requirement under Rules 606(a) or 613(a) of the HKFE Rules, the Chief Executive (as defined in the HKFE Rules) may require the closing out of positions on behalf of the Client or the imposition of a margin surcharge on the positions of the Client.;

對於經營任何一項期交所合約，其交易必須受期交所規則、期交所規例及期交所程序及在期交所或證監會訂明之規則、規例及程序（有條款要求安信期貨披露客戶之姓名、實際受益人及其其他的有關資料）之限制。客戶亦同意為使安信期貨符合該規則、規例、程序及條例提供予安信期貨該等資料。若安信期貨未能遵從期交所規例第606(a)或613(a)作披露之規定，期交所行政總裁（定義見期交所規則）可要求代客戶平倉或收取客戶持倉保證金附加費；

- 14.6 in respect of transactions related to the business of dealing in Futures Contracts and/or Options Contracts which are entered into markets other than those conducted by HKFE, such transactions will subject to the rules and regulations of its own markets and not those ones of HKFE, where the level and type of protection maybe significantly different to the ones offered by the HKFE Rules, HKFE Regulations and HKFE Procedures;

對於在期交所經營的市場以外其他市場訂立的期貨合約及/或期權合約買賣交易，有關交易須受到該等市場而非期交所的規則及規例約束，因此相對於期交所規則、期交所規例及期交所程序所給予的保護而言，客戶就該等交易而得到的保護在程度及種類上可能有很顯著的差別；

- 14.7 the Client agrees to appoint the Chief Executive (as defined in the HKFE Rules) of HKFE (or such other persons as the Board of HKFE may appoint) and/or Clearing House as the joint and several attorney of the Client to do all things necessary to transfer any Open Contracts held by EFHK on behalf of the Client and any money and security standing to the credit of the Client's account with EFHK to another Exchange Participant (as defined in the HKFE Rules) of HKFE in the event the rights of EFHK as an Exchange Participant of HKFE are suspended or revoked;

客戶同意，假如安信期貨作為交易所參與者的權利被期交所暫時終止或撤銷，客戶將委派期交所及/或結算所的行政總裁（定義見期交所規則）（或期交所董事局可能委派的其他人士）擔任客戶的共同與個別代理人去進行一切必要的事情，藉以將安信期貨代表客戶持有的未平倉合約以及客戶在安信期貨的戶口中任何貸項結存的款項及抵押品轉撥給期交所另一交易所參與者（定義見期交所規則）；

- 14.8 all monies, securities or other property received by EFHK from the Client or from any other person (including a Clearing House) for the account of the Client shall, unless otherwise applied as provided in Clause 14.9 below or with the Client's consent, be held by EFHK as trustee and segregated from EFHK's own assets and paid into a Segregated Bank Account (as defined in the HKFE Rules) and that all monies, securities or other property so held by EFHK shall not form part of the assets of EFHK for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of EFHK's business or assets;

安信期貨從客戶收到或就客戶的戶口而從任何其他人士（包括結算所）收到的一切款項、證券或其他財物均由安信期貨以信託人身份並存入一個“獨立銀行戶口”（定義見期交所規則）持有，與安信期貨本身的資產分開，但在下述第14.9段獲得客戶同意的情況下使用除外。另外所有由安信期貨持有之結存款項、證券或其他財物不會在安信期貨清盤時變成其資產的一部份，而均須在委派了安信期貨業務及財產管理的臨時清盤官或類似的主任後立即發回給客戶；

- 14.9 EFHK are authorised to hold and apply any monies, approved debt securities or approved securities received by EFHK from the Client or from any other person (including the Clearing House) in the manner specified under the section regarding "Client's monies, approved debt securities and approved securities of clients" of Schedule 4 to the Code, in particular, EFHK may apply such monies, approved debt securities or approved securities in or towards meeting EFHK's obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in Futures Contracts and/or Options Contracts transacted on the Client's behalf;

安信期貨獲客戶授權以根據守則附表4內關於「客戶的款項、核准債務證券及核准證券」所指明之方式持有和運用從客戶或其他人士（包括結算所）所收取的任何款項、認可的債務證券或認可證券。安信期貨尤其可以將該等款項、認可的債務證券或認可證券用於履行安信期貨就其代表客戶進行期貨合約及/或期權

合約買賣交易或附帶之情況而對任何人產生的責任；

- 14.10 the Client acknowledges that in respect of any account of EFHK maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of the business of dealing in Futures Contracts and/or Options Contracts transacted on behalf of the Client and whether or not monies, approved debt securities or approved securities paid or deposited by the Client has been paid to or deposited with the Clearing House, EFHK shall always be considered as the principal of such accounts and shall have absolute control of such accounts. Such accounts shall never be considered as any trust or equitable interest set up in favour of the Client, therefore any monies, approved debt securities and approved securities paid to or deposited with such accounts shall not be bound by Clause 14.8 above;

客戶確認，對於安信期貨在結算所維持的任何戶口，不論該等戶口是否完全或部分為了安信期貨代表客戶進行期貨合約及/或期權合約買賣交易而維持，亦不論客戶所支付或存放的款項、認可的債務證券或認可證券是否已支付予或存放於結算所，安信期貨是以主事人身份並有絕對權限操作該等戶口。該等戶口不應視為附有任何以客戶為受益人的信託或其他衡平法權益，而支付予或存放於該等戶口的款項、認可的債務證券及認可證券亦因此不受以上第14.8段所提述的制約；

- 14.11 the Client shall provide to EFHK such margin or additional margin or variation adjustments for all Futures/Options Contracts entered on behalf of the Client which EFHK may in its absolute discretion require immediately upon demand. Such margin requirements or demands for variation adjustments may exceed any margin requirements or demands for variation adjustments prescribed by HKFE and/or the Clearing House and may be changed by EFHK with immediate effect without prior notice to the Client. The Client shall settle margin calls and demands for variation adjustments within a specified period set by EFHK. EFHK may be required to report to HKFE and SFC particulars of all Open Contracts in respect of which the Client has failed on two successive occasions to meet a demand for margin or additional margin or variation adjustments within the period specified by EFHK and EFHK may close out the Client's Open Contracts in respect of which any demand for margin or additional margin or variation adjustments has not been met within the specified period set by EFHK or at the time of making such demand(s);

客戶須在接獲繳款通知後就安信期貨為其進行的一切期貨/期權合約向安信期貨立即提供安信期貨可全權酌情規定的保證金或額外保證金或變價調整。安信期貨的保證金要求或變價調整要求可以超出期交所及/或結算所的保證金或變價調整要求，亦可由安信期貨予以調整，即時生效而毋須事先知會客戶。客戶必須就安信期貨訂明保證金補倉或變價調整要求之時限內予以妥善滿足，遇有客戶連續兩次在接獲通知後仍未能於安信期貨指定之時限內滿足保證金或額外保證金或變價調整之要求時，安信期貨可能須要將所涉未平倉合約的細節資料報告期交所及證監會，而對於客戶未能於安信期貨所指定之時限內或其作出該等要求時滿足保證金或額外保證金或變價調整之要求的未平倉合約，安信期貨可將之予以平倉；

- 14.12 the Client acknowledges that EFHK is bound by the provision of the HKFE Rules which permit HKFE or the Chief Executive (as defined in the HKFE Rules) of HKFE to take steps to limit the positions or require the closing out of contracts on behalf of the Client if, in the opinion of HKFE or the Chief Executive, the Client is accumulating positions which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be;

客戶承認安信期貨受到期交所規則約束。該規則允許期交所或其行政總裁（定義見期交所規則）在其認為

客戶累積持倉以致對某一個或數個特定市場構成或者有可能構成損害或對某一個或數個特定市場造成或有可能造成對市場之正常及有系統運作產生不良影響，採取行動限制客戶的持倉量或要求代客戶的任何期貨合約平倉；

14.13 to the extent that EFHK for the account of the Client enters into a transaction for Futures/Options Contracts traded in the automated trading system on the New York Mercantile Exchange :-

安信期貨代客戶於就在紐約商品交易所操作的自動交易系統買賣期權/期貨合約之交易而言：-

(i) such transactions are subject to the rules of New York Mercantile Exchange; and

該交易須受到紐約商品交易所規則所約束；及

(ii) if the Client is dealing in such Futures/Options Contracts for the benefit of another person, the Client shall ensure that in its agreement with that other person there shall be a provision to guarantee the effect of this sub-paragraph (i) and (ii);

假使客戶乃為其他人利益而進行期權/期貨合約買賣，客戶須保確其與該名其他人簽署之協議內載有本分段(i)及(ii)的效力之條款；

14.14 EFHK shall provide to the Client upon request product specifications and any prospectus or other offering documents for derivative products handed by EFHK, including futures contracts or options;

安信期貨應按客戶要求提供有關經安信期貨處理的衍生產品（包括期貨合約或期權）的規格或章程或其他要約文件；

14.15 EFHK may, subject to the provisions of the Ordinance and any applicable law, take the opposite position to the Client's order in relation to any exchange traded Futures Contract and/or Options Contract, whether on EFHK's own account or for the account of its associated company or other clients of EFHK, provided that such trade is executed competitively on or through the facilities of HKFE in accordance with HKFE Rules, HKFE Regulations and HKFE Procedures or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange;

安信期貨可在不抵觸條例及任何適用法律的情況下，不論是為其本身或為其聯營公司或其他客戶的戶口，就任何在交易所買賣的期貨合約及/或期權合約，採取與客戶的買賣指示相反的買賣盤，但該買賣必須是以公平競爭的方式，根據期交所規則、期交所規例及期交所程序下在期交所或透過期交所的設施而執行的，或是透過其他商品、期貨或期權交易所的設施並根據該等其他交易所的規則及規例而執行的；

14.16 no provisions of this Agreement shall operate to remove, exclude or restrict any rights of the Client or obligations of EFHK under Hong Kong laws;

本協議之條款不可撤銷、排除或限制根據香港法律客戶可享有之任何權益或安信期貨須負之義務；

14.17 the Client agrees that EFHK may withdraw from a segregated debt securities account:-

客戶同意安信期貨可從獨立債務證券戶口提取以下項目：-

(a) approved debt securities for reasons to meet obligations of EFHK to the Clearing House or an executing agent

arising in connection with the business of dealing in Futures/Options Contracts transacted by EFHK under the instructions of one or more clients provided that the withdrawal will not affect the Clearing House margin, variation adjustment or other trading related liabilities in respect of the business of dealing in Futures/Options Contracts conducted on behalf of any client are thereby financed by other clients' approved debt securities; 用來履行安信期貨對結算所或執行代理人因其曾按照一個或以上的客戶的指示就期貨/期權合約進行買賣而產生的責任的認可的債務證券，但若提取認可的債務證券會導致代表任何客戶進行的期貨/期權合約買賣所需繳付的結算所保證金、變價調整或其他與交易有關的債務，須由其他客戶的認可的債務證券來支付的話，則不得提取任何認可的債務證券；

- (b) approved debt securities and transfer to another segregated debt securities account; and 轉撥予另一個獨立債務證券戶口認可的核准債務證券；及
- (c) approved debt securities to return them to the Client, however no approved debt securities may be deposited into another account with EFHK even with the Client's direct instruction unless that account is a segregated debt securities account. 歸還給客戶認可的債務證券，但即使客戶作出指示，除非該戶口是獨立債務證券戶口，否則不得將認可的債務證券存入安信期貨的另一個戶口內；

14.18 subject to EFHK having obtained such other consent(s) as may be required under applicable laws, rules and regulations, the Client agrees and gives specific authority to EFHK that the following may be withdrawn from a segregated securities account:-

於安信期貨已經取得在適用的法律、規則及規例所規定的該等其他同意的情況下，客戶同意及給予安信期貨特定的授權可以從獨立證券戶口提取以下各項：—

- (a) approved securities for reasons to meet the obligations of EFHK to the Clearing House or an executing agent arising in connection with the business of dealing in Futures/Options Contracts transacted by EFHK under the instructions of one or more clients provided that the withdrawal will not affect the Clearing House margin, variation adjustment or other trading related liabilities in respect of the business of dealing in Futures/Options Contracts conducted on behalf of any client are thereby financed by other clients' approved securities; 用來履行安信期貨對結算所或執行代理人因其曾按照一個或以上的客戶的指示就期貨/期權合約進行買賣而產生的責任的認可證券，但若提取認可債務證券會導致代表任何客戶進行的期貨/期權合約買賣所需繳付的結算所保證金、變價調整或其他與交易所有關的債務，須由其他客戶的認可證券來支付的話，則不得提取任何認可證券；
- (b) approved securities which and transfer to another segregated securities account; and 轉撥予另一個獨立證券戶口的認可證券；及
- (c) approved securities to return them to the Client, however no approved securities may be deposited into another account with EFHK even with the Client's direct instruction unless that account is a segregated securities account. 歸還給客戶認可證券，但即使客戶作出指示，除非該戶口是獨立證券戶口，否則不得將認可證券存入安信期貨的另一個戶口內；

14.19 the Client shall not deposit or withdraw virtual assets (if any) from its Account and should only deposit or withdraw fiat currencies from its Account, so as to minimise the risks associated with the transfer of virtual assets (if applicable).

Notwithstanding the foregoing, nothing herein requires EFHK to provide such facilities in relation to the deposit or withdrawal of virtual assets.

客戶只可向其戶口存入法定貨幣或從其帳戶中提取法定貨幣，不可從其戶口提存虛擬資產(如有)，藉此盡量降低轉移虛擬資產所涉及的風險(如適用)。儘管有上述規定，本協議的內容概無規定安信期貨提供有關該等虛擬資產提存服務。

15. TERMINATION 終止

- 15.1 Either party may terminate this Agreement at any time by not less than two business days' prior written notice to the other provided that such termination shall not affect (a) the rights or liabilities of either party arising out of or in connection with any Open Contracts at the time of such termination whether or not regarding Margin, commissions, expenses, indemnity or otherwise whatsoever or howsoever in accordance with the terms of this Agreement until all such contracts have been closed out or settlement and/or delivery has been effected and all such liabilities have been fully discharged; and (b) any warranties, representations, undertakings and indemnities given by the Client under this Agreement all of which shall survive such termination.

任何一方可隨時向對方發出不少於兩個營業日的事先書面通知而終止本協議，但本協議的終止並不影響：

(a)任何一方於本協議終止時已就任何“未平倉合約”產生的權利或責任，不論是本協議的條款規定的保證金、佣金、支出、賠償保證或其他方面的權利與責任，直至該等合約已平倉或已完成交收及/或交付而且所有該等責任被徹底解除為止；及(b)客戶在本協議下所作的擔保、聲明、承擔及賠償保證，該等保證、聲明、承擔及賠償保證在本協議終止後一概維持有效。

- 15.2 The Client agrees that any remaining cash balances in the Account upon termination of this Agreement to be automatically credited to the designated account in the Futures Client Account Opening Document within seven days from the date which all Open Contracts have been closed out. If there is no such designated account or if such designated account cannot be used by EFHK for any reason, EFHK may send a cheque representing the credit balances in the Account to the last known address of the Client at the Client's own risk.

客戶同意任何在本協議終止時在戶口中的現金結餘將會與所有未平倉合約被平倉當日起計的七天內被自動存入期貨客戶開戶文件中的指定戶口內。若並無該等指定戶口或安信期貨因任何原因而不能使用該指定戶口，安信期貨(香港)有限公司可將有關支票寄往客戶最後為人所知的地址，向客戶付還相等於戶口內的結餘的數額，有關風險則由客戶承擔。

16. MISCELLANEOUS 其他條款

- 16.1 Time shall be of the essence in relation to all matters arising under this Agreement.

對本協議下產生的一切事情而言，時間乃至關重要。

- 16.2 The rights, remedies, powers and privileges of EFHK granted by the terms of this Agreement are cumulative and not exclusive of any rights or remedies provided by law. No time allowance, indulgence or forbearance granted by EFHK hereunder shall operate to waive any of EFHK's rights under this Agreement nor shall any single or partial exercise of such rights preclude any further exercise of such rights.

安信期貨根據本協議的條款而賦有的權利、補救方法、權力及特權為可累積的，並不排除於法律規定的任何其他權利或補救方法之外。安信期貨在本協議下給予的時間寬限、特惠或其他寬容並不構成放棄其在本協議下的任何權力，而其對任何權力的任何單一次行使或局部行使亦不阻止其對該權利再一次行使或進一步行使。

- 16.3 The Client shall not be entitled to assign, delegate, transfer or otherwise dispose of any of its rights or obligations granted by the terms of this Agreement to any person, partnership or company without the prior written consent of EFHK. EFHK shall have the right to assign, transfer or otherwise dispose of all or any interest in its rights granted by the terms of this Agreement to any person, partnership or company and to delegate and sub-contract the performance of its obligations hereunder as it thinks fit. EFHK is authorized to disclose any information regarding the Client to any proposed assignee of any of its rights in relation to the Client or, if required by law or regulation to any relevant supervisory or regulatory authority.

在未得安信期貨事先書面同意之前，客戶無權將其在本協議下規定的權利或責任出讓、委託、轉讓或以其他方式授予任何人士、商號或公司。安信期貨有權將其在本協議下規定的權利的全部或任何權益出讓、轉讓或以其他方式授予任何人士、商號或公司，並有權在其認為適當時將其履行本協議的責任委託或分包予他人。安信期貨已獲得授權可以將任何與客戶有關的資料披露給有意承讓其任何牽涉到客戶的權利的人士，並在法例有所規定時披露給任何有關的監察及監管機構。

- 16.4 This Agreement constitutes the whole agreement between EFHK and the Client and it is expressly declared that no variations hereof shall be effective unless made in writing.

本協議構成安信期貨與客戶之間的整項協議，雙方明確地聲明本協議的修訂必須以書面作出方為有效。

- 16.5 Notwithstanding anything in this Agreement to the contrary, EFHK may at its discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement ("Such Amendment") and inform the Client by sending notification in writing. Such Amendment shall be deemed to have been accepted by the Client unless written objection is received by EFHK within seven (7) business days after despatch of notification in writing by EFHK. Such Amendment made by EFHK will not affect any outstanding order or any legal rights or obligations which may have arisen prior thereto.

縱使本協議另有規定，安信期貨有權酌情決定修訂、刪除、更換或新增本協議的條款（“該等修訂”），並向客戶發出書面通知載明該等修訂。除非安信期貨在發出通知後七(7)個營業日內收到書面反對，否則客戶將被視為已接受該等修訂。安信期貨所作之該等修訂不影響任何作該等修訂前未完成之指示或已產生的法定權利或責任。

- 16.6 Any provision in this Agreement which is declared by any court or tribunal of competent jurisdiction to be illegal invalid or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such illegality, invalidity or unenforceability and shall, to the maximum extent permitted by law, be severed from this Agreement and shall not affect the force, effect and validity of the remaining provision hereof or the force, effect and validity of such provision in any other jurisdiction.

本協議的任何條款如因任何原故而在任何司法管轄區被任何具管轄權的法院或審裁處稱為不合法、無效或不能履行，即只限在該程度上不合法、失效或不能履行，並在適用法律最寬之容許下與本協議分割，而不

影響本協議餘下條款的效力，以不影響該條款在任何其他司法管轄區的效力。

- 16.7 The Client authorizes EFHK to conduct a credit inquiry or carry out checks on the Client for the purpose of ascertaining the Client's financial situation and investment objectives. Such information (and other information acquired about the Client) may be used by EFHK for operation of the Accounts, credit control purposes and marketing products and services to the Client. The Client undertakes to notify EFHK forthwith in writing in the event of any material change to the information provided by Client in or pursuant to this Agreement. In the case where the Client is/are individual(s) (whether he or they are sole proprietor or partners of a partnership or otherwise), the Client understands that EFHK is subject to the Hong Kong Personal Data (Privacy) Ordinance, which regulates the use of personal data concerning individuals. The Client understands that EFHK has appointed a Data Protection Officer, and further information on EFHK's policies and practices relating to personal data is available on written request to the Data Protection Officer. The Client understands that the Client is entitled, by written request to the Data Protection Officer, to access the personal information held about the Client and, if applicable, to correct any inaccuracies in that information. Unless the Client sends a written request to the contrary to the Data Protection Officer, the information EFHK acquires about the Client may be used for the purposes of marketing products and services which may be of interest to the Client. The Client further agrees that EFHK may disclose his personal information to such person or classes of persons and use his personal information for such purposes as may be set out in EFHK's policies and practices relating to personal data from time to time. The Client further understands that his personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Client shall be entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be. In the case where the Client is a company or body corporate, the Client understands that EFHK may, prior to providing any services hereunder, or at any time, require a personal guarantee from the Client's shareholders and/or directors and/or any third party.

客戶授權安信期貨可為著確定客戶財務狀況及投資目標，就客戶進行信貸查詢及核證。該等資料（或其他所獲取有關客戶的資料）可由安信期貨為戶口之運作、信貸監控，以及為著向客戶推銷產品及服務而使用。如客戶在本協議或根據本協議提供之資料有任何重大變動，客戶承諾會立即以書面形式通知安信期貨。如客戶為個人（無論是獨資經營或合夥商號或其他），客戶明白安信期貨須受香港的《個人資料（私隱）條例》所約束，該條例規範關於個人資料之運用。客戶明白安信期貨已經委任一名資料保護專員，有關安信期貨對個人資料的政策及實務的更進一步資料可以書面向該名專員索取。客戶明白，作為個人客戶，客戶有權以書面要求向資料保護專員查閱其保管關於客戶的個人資料，及適用的話，糾正任何不準確的資料。除非客戶以書面給予資料保護專員相反的要求，安信期貨所獲得之資料可用作向客戶推廣其可能有興趣的產品及服務。客戶並且同意安信期貨可披露其個人資料予該些人士或該類人士，並根據安信期貨有關個人資料不時之政策及實務所載之目的運用其個人資料。客戶並且明白其個人資料可被給予信貸資料代理，如屬欠債情況則給予收取債務代理。客戶有權在其要求之下獲通知會例行被披露的資料項目，並且獲提供進一步資料從而可向有關信貸資料代理或收取債務代理提出查閱及糾正資料的要求（視乎情況而定）。如客戶為一所公司或法團，客戶明白安信期貨（香港）有限公司可於其提供任何本協議下之服務前或任何時間，要求客戶之股東及/或董事及/或第三者作出私人擔保。

- 16.8 EFHK and the Client each undertakes to notify the other in the event of any material change to the information (as

specified in paragraphs 6.2(a), (b), (d), (e) and (f) of the Code).

安信期貨及客戶互相向對方承諾，如本協議內提供的有關資料（按守則第6.2(a)、(b)、(d)、(e)及(f)段所訂明者）有任何重要的變更，均會通知對方。

- 16.9 Subject to applicable laws, rules and regulations, any monies received under this Agreement may in the discretion of EFHK be placed and credited to a suspense amount and may be held such account for so long as EFHK thinks fit without any obligation to discharge any liabilities on behalf of the Client..

在受適用法律規則及規例之約束下，所有根據本協議收到的款項可由安信期貨酌情存放或存入一暫時停止運作的戶口，時間長短由安信期貨決定，而在此期間安信期貨無責任使用該筆款項以解除客戶之任何責任。

- 16.10 The Client agrees that the English version of this Agreement, the Futures Client Account Opening Document and the Risk Disclosure Statements shall govern for all purposes and that any Chinese translation of such documents is to assist certain Clients and for reference only and shall not apply in construing their terms and in case of any discrepancy between the English version and the Chinese translation of it, the English version shall prevail.

客戶同意本協議、期貨客戶開戶文件及風險披露聲明書的英文本在各方面均具有管轄力，該等文件的任何中文譯本只用於協助某些客戶及只供參考，在解釋文件條款時並不適用，如果英文本和中文譯本之間有任何抵觸，應以英文本為準。

- 16.11 Risk Disclosure Statements as specified in Schedule 1 to the Code has been or will be set out in this Agreement (including the Supplemental Document).

守則附表1 內指明之風險披露聲明書已或將載於本協議（包括補充文件）。

17. NOTICE 通知

- 17.1 Any notice (other than any instruction relating to any Futures Contract or Options Contract given in the manner contemplated by Clause 4) given under this Agreement shall be in writing and may be delivered personally or sent by prepaid post, telex or fax addressed to the party to which it is addressed, in the case of EFHK, at the address set out above or to the fax number notified by EFHK to the Client and, in the case of the Client, at the address set out in the Futures Client Account Opening Document or, in both cases, at such other address or e-mail address or to such other fax number as may have been notified to the other party hereto. The Client consents to EFHK sending any communications to the Client by electronic means and to the Client receiving the same in electronic form.

根據本協議而發出的任何通知（按第4段擬定的方式就任何期貨合約或期權合約發出的指示除外）須以書面作出，可以經由專人送遞或以已付郵資郵件、電訊或傳真方式註明收件人名稱發出，收件人如為安信期貨，地址為本協議書開首所列者或由安信期貨提供給客戶之傳真號碼，如為客戶，則為期貨客戶開戶文件所列者，但收件人不論是安信期貨或客戶，通知亦可發送到任何一方可能已經通知對方的其他地址或電郵地址。客戶同意安信期貨以電子形式發通訊給客戶並同意以電子形式接收此等通訊。

- 17.2 Any such notice or notification shall be deemed to have been received (i) if hand delivered, when delivered; (ii) if given by post locally, 2 business days after the same has been posted or in the case of overseas mail 5 business days

after dispatch (iii) if given by telex, fax or e-mail, at the same time as it is dispatched provided always that any such notice or notification from the Client shall only take effect upon actual receipt by EFHK.

任何上述通知或通告在下列情況下被視為已經收訖：(i)專人送遞者，已送達時視為收訖，(ii)以本地郵件發出的，以通知寄出兩個營業日後視為收訖，但若是海外郵件、以通知寄出五個營業日後視為收訖；(iii)以電傳或傳真或電郵發出的，以送出時間為收訖，惟任何客戶發出之通知或通告只會在安信期貨實際收到後方可生效。

18. GOVERNING LAW 管轄法律

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Client irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts. If the Client is resident or domiciled outside Hong Kong, the Client irrevocably appoints the person named in the Futures Client Account Opening Document as its Agent to accept service of any legal process in Hong Kong in connection with this Agreement. The Client agrees that any writ, summon, order, judgment or other document shall be deemed duly and sufficiently served on the Client if addressed to the Client or to the said Agent and left at or sent by post to the respective address of the Client or the said Agent last known to EFHK. The foregoing shall not limit EFHK's right to serve process on the Client in any manner permitted by law in any jurisdiction. If the said Agent (or any replacement agent appointed pursuant to this sub-clause) at any time ceases for any reason to act as such, the Client shall appoint a replacement agent to accept service having an address for service in Hong Kong and shall notify EFHK of the name and address of the replacement agent; failing such appointment and notification, EFHK shall be entitled by notice to the Client to appoint such a replacing agent to act on the Client's behalf.

本協議受香港法律管轄，並須按香港法律解釋，客戶不可撤銷地服從香港法院的非專屬性管轄權。若客戶居住或定居香港以外，客戶不可撤銷地委派列於期貨客戶開戶文件中之代理人為其在香港接收與本協議有關之任何法律訴訟文件送達之代理人。客戶同意，任何令狀、傳票、旨令、判決或其他文件，如已註明客戶或上述代理人為收件人並送遞或郵寄到安信期貨最後得知的客戶或上述代理人的地址，即被視為已正式有效地送達給客戶。以上規定並不限制安信期貨在任何司法區內按法律容許的方式將法律訴訟文件送發給客戶的權利。如該代理人（或任何根據本分項獲委任取代的代理人）於任何時間以任何理由終止其任期，客戶須委任一名有香港地址的代理人以取代接收送達，並且須通知安信期貨該取代的代理人的名稱及地址，如未能如此作出委任及通知的話，安信期貨則有權向客戶發出通知以其委任之取代性代理人代表客戶。

The Client hereby agrees that this Agreement (including the Terms and Conditions of the Electronic Trading Service) and all the terms herein shall be binding upon the Client and the Client's heirs, estate, executors, representatives, successors and assignees. All actions taken by EFHK in accordance with such laws, rules and regulations shall be binding on the Client. The Client agrees the trading in the Futures/Options Contracts he/ she intended to carry out does not and will not violate any law, rules or regulations.

客戶同意本協定（包括電子交易條款）及其所有條款將對客戶本身，以及其繼承人，遺產，遺產執行人和代理人，繼任人和承讓人具有法律約束力。安信期貨根據有關法律，規則和條例所採取的所有行為都將對客戶具有法律約束力。客戶同意在期貨/期權合約交易中不能違反其應遵守的任何法律，法規或規定。

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

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

19. CONFIDENTIALITY 保密

Whilst the Client expects EFHK to keep confidential all matters relating to the Account, the Client irrevocably authorizes, without further notice to or consent from the Client, EFHK or any of its agents, if requested by an exchange, Clearing House or other regulatory or investigatory authority (including but not limited to a listed corporation exercising powers under the Ordinance), to provide to such authority details of the Account including all such information and all such documents (or copies thereof) in EFHK's possession as may be required by such exchange, Clearing House or other regulatory authority, including without limitation the names and ultimate beneficiary of the Client or transactions in the Account and the Client shall not hold EFHK or any of its agents liable for any consequences arising out of any such disclosure and the Client shall reimburse EFHK and any of its agents on demand all costs and expenses (if any) incurred in complying with requests for such disclosure.

雖然客戶期望安信期貨就任何有關戶口的事宜保密，客戶不可撤回地授權安信期貨或其任何代理人，在無須進一步通知客戶或獲得其同意下，在接獲交易所、結算所或其他監管或調查當局（包括但不限於行使條例下之權力之上市法團）的要求後，向該等當局提供有關客戶戶口的詳情，包括由安信期貨所管有並可能由該等交易所、結算所或監管當局所要求的所有該等資料或文件（或其副本），包括但不限於客戶的姓名及其最終受益人或戶口內的交易，及客戶不得以任何該等被披露而產生的任何後果而要安信期貨或其任何代理人負責，以及如接獲要求，客戶須向安信期貨或其任何代理人付還任何因遵守有關資料披露要求而招致的成本費用（如有的話）。

20. DECLARATIONS 聲明

20.1 EFHK declares that the contents of this Agreement have been fully explained to the Client in a language which the Client understands.

安信期貨聲明本協議已完全向客戶以其可明白之語言解釋。

20.2 The Client declares that (i) the Futures Client Account Opening Document is true and complete; and (ii) the Client has read and understood the contents of this Agreement and that the Client agrees with them.

客戶聲明(i)期貨客戶開戶文件內容真確及完整；及(ii)客戶已閱讀及明白本協議的內容，並完全同意當中內容。

21. ARBITRATION 仲裁

- 21.1 Client agrees that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity of this Agreement, shall, at the election of EFHK only but not otherwise, be referred to and settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended from time to time.

客戶同意，如果因本協議引起或與之有關的任何爭議、爭辯或索賠，或因違反本協議或本協議終止或無效而引起或與之有關的任何爭議、爭辯或索賠，可按照安信期貨的選擇（但其他人無權選擇）提交仲裁，並依照目前有效並日後可不時修訂的UNCITRAL 仲裁規則進行仲裁。

- 21.2 The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC.

委任機構為香港國際仲裁中心（「HKIAC」）。仲裁地為香港的 HKIAC。

- 21.3 There shall be only one arbitrator.

仲裁員為一人。

- 21.4 The language to be used in the arbitral proceedings shall be English.

仲裁程序使用之語言為英文。

FUTURES AND OPTIONS TRADING**期貨及期權交易****DISCLAIMER / RISK DISCLOSURES AND OTHER INFORMATION****免責聲明、風險披露及其他資料****DISCLAIMER****免責聲明****1. HKFE DISCLAIMER 「香港期交所」免責聲明**

Hong Kong Futures Exchange Limited (the “Exchange”) may from time to time develop stock indices and other proprietary products (the “Exchange Indices”). The HKFE Taiwan Index is the first of such stock indices developed by the Exchange. The Exchange Indices, including their compilation and computation processes are exclusive property of and proprietary to the Exchange. The Exchange may at any time change or alter the compilation and computation processes of the Exchange Indices without notice. The Exchange may also at any time require that trading in and settlement of futures or options contracts for any of such Exchange Indices be conducted by making reference to an alternative index which is about to trade or settle in the near future. The Exchange does not warrant or represent or guarantee to any Member 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 or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Member 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 Member or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any Member or any third party engages in transactions in futures and options contracts for any of the Exchange Indices in full knowledge of this disclaimer and can place no reliance on the Exchange in respect of such transactions.

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（「期交所指數」）。「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。期交所指數，包括其編纂及計算程序乃屬期交所的專有財產，由期交所擁有專利權。期交所可隨時改變或更改期交所指數的編纂及計算程序及基準，而毋須作出通告。期交所並可隨時要求期交所指數的期貨或期權合約，參照另外一項將予計算的指數進行買賣及交收。對於期交所指數或其編纂及任何有關的資料的準確性或完整性，期交所不向期交所任何會員或任何第三者作出擔保或聲明或保證，亦無給予或隱含任何期交所指數或其中任何一項的任何擔保、聲明或保證。再者，對於期交所指數的用途或期交所或期交所委任以編纂及計算任何期交所指數的任何其

他人士，於編纂及計算任何期交所指數時的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效（包括但不限於因疏忽而引起者）或買賣以任何期交所指數為根據的期貨或期權合約的任何期交所會員或任何第三者因此而直接或間接蒙受的經濟損失或其他損失，期交所概不承擔任何責任。任何期交所會員或任何第三者，概不得對期交所提出與本免責聲明所述事項有關或因該等事項引致的索償、訴訟、或法律行動。參與買賣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會員或任何第三者，不應在任何方面倚賴期交所。

2. DISCLAIMER DELIVERED PURSUANT TO THE RELEVANT PROVISIONS OF THE REGULATIONS FOR TRADING FUTURES CONTRACTS ON STOCK INDICES 免責聲明 – 期貨合約

Hang Seng Indexes Company 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. HSDS has granted to the Exchange by way of licence 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 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 HSDS 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 making reference to an alternative index or alternative indices which about to trade or settle in the near future. Neither the Exchange nor HSDS nor HSI warrants or represents or guarantees to any Member 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 HSDS 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 Member or any third party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any Member 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 Member 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.

恒生指數有限公司（「恆指公司」）目前印行、編纂及結算若干股票指數，亦可能按恒生資訊服務有限公司（「HSDS」）的要求，不時印行、編纂及計算其它股票指數（統稱「上述恒生指數」）。上述恒生指數的標記、名稱及編纂、計算程序乃 HSDS 的專有財產及專利。恆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「恆生指數」及其四個分類指數、「恆生中資企業指數」及「恆生國企指數」，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使用任何其它上述恆生指數作相應用途，以根據此等其它上述恆生指數設定期貨合約（統稱「上述期貨合約」）。恆指公司可隨時修訂或更改編纂及計算任何上述恆生指數以及任何有關的計算程式、成份股及系數的程序及基準，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 及恆指公司，概不就上述恆生指數及其編纂、計算及任何有關的資料的準確性或完整性，向期交所任何會員或任何第三者作出擔保或聲明或保證，亦無給予或隱含有關上述恆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 及恆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恆生指數或其任何一項，或就恆指公司編纂及計算上述恆生指數或其中任何一項的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效（包括但不限於因疏忽而引起者），或買賣上述期貨合約或其任何一項的任何期交所會員或任何第三者因此而直接或間接蒙受的經濟損失或其他損失，承擔任何責任。任何期交所會員或任何第三者，概不得對期交所及/或HSDS 及/或恆指公司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。買賣上述期貨合約或任何一項而完全知悉本免責聲明的任何期交所會員或任何第三者，不應在任何方面倚賴期交所、HSDS 及/或恆指公司。

3. DISCLAIMER DELIVERED PURSUANT TO THE RELEVANT PROVISIONS OF THE REGULATIONS FOR TRADING OPTIONS CONTRACTS ON STOCK INDICES 免責聲明 - 期權合約

Hang Seng Indexes Company 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. HSDS has granted to the Exchange by way of licence the use of Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on such indices respectively and may from time to time grant to the Exchange corresponding use of any other Hang Seng Indices for the purposes of and in connection with option contracts based on such other Hang Seng Indices (collectively, the "Option 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 HSDS without notice and the Exchange may at any time require that trading in and settlement of such of the Option Contracts as the Exchange may designate be conducted by making reference to an alternative index or alternative indices which about to trade or settle in the near future. Neither the Exchange nor HSDS nor HSI warrants or represents or guarantees to any Member 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 Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSDS

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 Member or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any Member 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 Member or any third party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSI.

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RISK DISCLOSURE STATEMENTS**風險披露聲明書**

EFHK hereby makes the following risk disclosure statements to the Client:-

安信期貨現僅向客戶作出以下之風險披露:-

RISK OF TRADING FUTURES AND OPTIONS**期貨及期權交易的風險**

The risk of loss in trading futures contracts or options can be substantial. In some circumstances, you may sustain losses in excess of the funds for your initial margin. Even if you have adopted the use of standby instructions, such as “stop-loss” or “stop-limit” orders these standby instructions may not be able to avoid your loss. Market conditions may make it impossible to execute your standby instructions. You may at short notice be called upon 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 deficit in your account as a result of such liquidation. 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 are trading with options, you should keep yourself well informed of the exercise and expiration procedures and your rights and obligations regarding such procedures.

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

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG**在香港以外地方收取或持有的客戶資產的風險**

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

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

RISK OF PROVIDING AN AUTHORITY TO REPLEDGE YOUR SECURITIES COLLATERAL**提供將你的證券抵押品等再質押的授權書的風險**

There will be risks if you provide a licensed or registered person with authority that allows him/ her to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, re-pledge your securities collateral for financial accommodation or deposit your securities collateral as collateral for the discharge and satisfaction of its settlement obligations and liabilities.

向持牌人或註冊人提供授權書，容許其按照某份證券借貸協議書使用你的證券或證券抵押品、將你的證券抵押品再質押以取得財務通融，或將你的證券抵押品存放為用以履行及清償其交收責任及債務的抵押品，會存在一定風險。

If your securities or securities collateral are received or held by a licensed or registered person in Hong Kong, arrangements for securities borrowing and lending agreement, re-pledge your securities collateral are only allowed if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for to the authority to take effect and such period shall not be more than 12 months (this does not apply if you are a professional investor).

假如你的證券或證券抵押品是由持牌人或註冊人在香港收取或持有的，則上述安排僅限於你已就此給予書面同意的情況下方行有效。此外，除非你是專業投資者，你的授權書必須指明有效期，而該段有效期不得超逾12個月（若你是專業投資者，有關限制則不適用）。

Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if the licensed or registered person issues you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.

此外，假如你的持牌人或註冊人在有關授權的期限屆滿前最少14日向你發出有關授權將被視為已續期的提示，而你對於在有關授權的期限屆滿前以此方式將該授權延續不表示反對，則你的授權將會在沒有你的書面同意下被視為已續期。

You are not required by any law to sign these authorities. However, an authority may be required by a licensed or registered person, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.

現時並無任何法例規定你必須簽署這些授權書。然而，持牌人或註冊人可能需要授權書，以便例如向你提供保證金貸款或獲准將你的證券或證券抵押品借出予第三方或作為抵押品存放於第三方。有關持牌人或註冊人應向你闡釋將為何種目的而使用授權書。

If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although the licensed or registered person is responsible to you for securities or securities collateral lent or deposited under your authority, a default by the licensed or registered person could result in the loss of your securities or securities collateral.

倘若你簽署授權書，而你的證券或證券抵押品已借出予或存放於第三方，該等第三方將對你的證券或證券抵押品具有留置權或作出押記。雖然有關持牌人或註冊人根據你的授權書而借出或存放屬於你的證券或證

券抵押品須對你負責，但上述持牌人或註冊人的違責行為可能會導致你損失你的證券或證券抵押品。

A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, you should not sign the aforesaid authorities.

大多數持牌人或註冊人均提供不涉及證券借款貸的現金戶口。假如你毋須使用保證金貸款，或不希望本身證券或證券抵押品被借出或遭抵押，則切勿簽署上述的授權書。

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES **提供代存郵件或將郵件轉交第三方的授權書的風險**

If you provide a licensed or registered person with 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 time.

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

ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

關於期貨及期權買賣的額外風險披露

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

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

FUTURES期貨

1. Effect of “Leverage” or “Gearing” “槓桿” 效應

The risks involve in futures transactions is extremely high. The amount of initial margin is relatively small compares to the value of the futures contract, this results in ‘leveraged’ or ‘geared’ position in the transactions. For this reason, a relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit. The mechanism of the ‘leveraged’ or ‘geared’ position in the transactions can be double edged, you may sustain a total loss of initial margin funds and any additional funds deposited 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. 期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，在期貨交易中發揮“杠杆”作用。因此市場輕微的波動也會對你投入或將需要投入的資金造成大比例的影響。這種杠杆作用可說是利弊參半，你可能會因此損失全部開倉保證金及為維持本身的倉盤而存入額外的金額。若果市況不利你所持倉盤或保證金水平提高，你會遭追收保證金，即須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

2. Risk-reducing orders or strategies 減低風險的交易指示或投資策略

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.

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

OPTIONS 期權

3. Variable degree of risk 不同風險程度

The risks involved in options transactions is extremely high. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should also take into account the premium and all transaction costs.

期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。你亦應考慮期權金及所有交易成本。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is for 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 have expired and become worthless, the total loss of your investment that you will suffer will include the option premium plus transaction costs. If you contemplate in purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

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

極微。

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

出售(“沽出”或“賣出”)期權承受的風險一般較買入期權高得多。賣方雖然能獲得定額期權金，但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉，期權賣方便須投入額外保證金來補倉。此外，期權賣方還需承擔買方可能會行使期權的風險，即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權，則期權賣方將獲得期貨倉盤及附帶的保證金責任(參閱上文“期貨”一節)。若期權賣方持有相應數量的相關資產或期貨或其他期權作“備兌”，則所承受的風險或會減少。假如有關期權並無任何“備兌”安排，虧損風險可以是無限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, the purchaser will have an obligation to maintain the amount of margin payments at a lower level than the amount of the premium. The purchaser is however 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.

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

4. Terms and conditions of contracts 合約條款與條件

You should ask the firm that deals with your trades the terms and conditions and any associated obligations of the specific futures or options (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 time restrictions for exercising). Under certain circumstances the specifications of outstanding contracts (including the cost for exercising an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

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

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

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, due to

the fact that these market conditions and/or the operation of the rules of certain markets may make it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

市場情況(例如市場流通量不足)及／或某些市場規則的施行(例如因價格限制或“停板”措施而暫停任何合約或合約月份的交易)，都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉／抵銷倉盤。如果你賣出期權後遇到這種情況，你須承受的虧損風險可能會增加。

Further, there may not be a normal pricing relationship between the underlying interest in futures, and the underlying interest in options. For example, the futures contracts for an option may subject to price restrictions while the option is not. The absence of a reference for a normal price may make it difficult for investors to determine a “fair” value.

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

6. Deposited cash and property 存放的現金及財產

You should familiarize yourself with the types of protections you may have for the money or other property deposited for domestic and foreign transactions, particularly in the event of insolvency or bankruptcy of a firm in these transactions and to the extent which you may recover your money or property in accordance with any 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.

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

7. Commission and other charges 佣金及其他收費

Before you begin to trade, you should get yourself fully understand and familiar with all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

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

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

Transactions on markets in other jurisdictions, including markets formally linked to the domestic market, may expose you to additional risks. Such markets may be subject to regulations 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 its rules of your local market in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types

of remedies available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管轄區的市場(包括與本地市場有正式連系的市場)進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑒於此，在進行交易之前，你應先向有關商號查詢你本身地區所屬的司法管轄區及其它司法管轄區可提供哪種補救措施及有關詳情。

9. Currency risks 貨幣風險

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.

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

10. Trading facilities 交易設施

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

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

11. Electronic trading 電子交易

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

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬體或軟體可能會失靈的風險。系統失靈可能會導致你的買賣盤不能根據指示執行，甚或完全不獲執行。

12. Off-exchange transactions 場外交易

In some jurisdictions, there are restricted circumstances that firms are permitted to effect off-exchange transactions.

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

在某些司法管轄區，同時在特定情況之下，有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、厘定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，你在進行該等交易前，應先瞭解適用的規則和有關的風險。

RISK DISCLOSURE FOR VIRTUAL ASSETS RELATED PRODUCTS

關於虛擬資產相關產品的風險披露

This statement is non-exhaustive and does not disclose all of the risks in relation to investing in virtual assets related products. You should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to the risks.

本聲明非詳盡無遺，並不涵蓋所有投資虛擬資產相關產品的風險。閣下如進行任何虛擬資產交易，應先瞭解將訂立的合約的性質（及有關的合約關係）和閣下就此須承擔的風險程度。

1. Risks in relation to virtual assets future contracts:-

虛擬資產期貨合約風險：

- a. The risks of the underlying virtual assets (e.g., insufficient liquidity, high price volatility and potential market manipulation) may be magnified in trading virtual asset futures contracts by the speculative nature of the underlying virtual assets and the leverage inherent in futures contracts, and by involving into trading that falls outside the jurisdiction of SFC; and

相關虛擬資產涉及的風險（例如流通性不足、價格高度波動及潛在的市場操縱行為）可能會因相關虛擬資產的投機性質和期貨合約固有的槓桿作用，及可能因涉及在證監會的司法管轄權範圍以外的買賣而加劇；及

- b. The difficulty of valuing the underlying virtual assets poses significant challenges for investors in reliably valuing virtual asset futures contracts.

由於相關虛擬資產難以估值，因此為投資者在對虛擬資產期貨合約進行可靠估值方面帶來重大挑戰。

2. Client should be aware of the following risk factors when investing in virtual assets related products (where applicable):-

投資虛擬資產相關產品時（如適用），客戶須注意以下風險因素：

- a. The continuing evolution of virtual assets may be affected by global regulatory developments;
虛擬資產的持續演變，以及全球的監管發展可能會對這種情況造成的影響；
- b. Price volatility of virtual assets;
虛擬資產的價格波動性；

- c. Potential price manipulation on trading, lending or other dealing platforms;
交易、借貸或其他買賣平台上可能出現的價格操縱；
- d. A lack of secondary markets for certain virtual assets;
某些虛擬資產缺乏第二市場；
- e. Most trading, lending or other dealing platforms and custodians of virtual assets are presently unregulated or may involve trading which falls outside the jurisdiction of SFC;
現時大多數虛擬資產的交易、借貸或其他買賣平台及保管人都不受規管，或涉及在證監會的司法管轄權範圍以外的買賣；
- f. Counterparty risk when effecting transactions with issuers, private buyers and sellers or through trading, lending or other dealing platforms;
與發行人、私人買家及賣家或透過交易、借貸或其他買賣平台執行交易時的對手方風險；
- g. Risk of the loss of virtual assets, especially if held in “hot wallets”;
損失虛擬資產（尤其是在「線上錢包」內持有的虛擬資產）的風險；
- h. Hacking and technology-related risks; and
黑客攻擊及科技相關風險；及
- i. New risks which may arise from investing in new types of virtual assets or market participants’ engagement in more complex transaction strategies;
因投資新類別的虛擬資產或市場參與者採取更複雜的交易策略而可能引起的新風險。

3. Client should be aware of the following information when conducting virtual assets dealing activities (if applicable):-

客戶在進行虛擬資產交易時（如適用），須注意以下資料：-

- a. Virtual assets dealing activities are only available to professional investors;
與相關虛擬資產交易活動有關的服務只提供予專業投資者；
- b. Transactions will only be executed on the platform of an SFC licensed platform;
只會在證監會持牌平台的平台上為客戶執行交易；
- c. Client is only permitted to deposit fiat currencies into and withdraw the same from its segregated account; and no withdrawal or transfer of virtual assets by client is permitted at anytime, even after cessation of the account;
客戶只可向其獨立帳戶存入或從該獨立帳戶提取法定貨幣；客戶在任何時間及即使在帳戶終止運作後，均不得提取或轉移虛擬資產；
- d. Trade will only be executed if there are sufficient fiat currencies or virtual assets in the client’s account to cover that trade; and
只會在客戶於其帳戶有足夠的法定貨幣或虛擬資產支付交易時，交易才會被執行；及
- e. Trading hours and other trading and operational matters.
交易時段和其他買賣及運作事宜。

4. Client should be aware of the following risks may be exposed to when dealing in virtual assets (where applicable):-
在進行虛擬資產交易時（如適用），客戶須注意以下可能承受的風險：-

- a. Virtual assets are highly risky and investors should exercise caution in relation to these products;
虛擬資產的風險極高，投資者應對有關產品保持審慎；

- b. A virtual asset may or may not be considered as “*property*” under the law, and such legal uncertainty may affect the nature and enforceability of a client’s interest in such virtual asset;
虛擬資產根據法律可能會或可能不會被視為“財產”，而這項在法律上的不確定性或會影響客戶在該虛擬資產的權益的性質及可執行性；
- c. The offering documents or product information issued by the issuer have not been subject to scrutiny by any regulatory body;
發行人所發出的要約文件或產品資料尚未受到任何監管機構審查；
- d. The protection offered by the Investor Compensation Fund does not apply to transactions involving virtual assets (irrespective of the nature of the tokens);
投資者賠償基金提供的保障不適用於涉及虛擬資產的交易（不論代幣的性質為何）；
- e. A virtual asset is not legal tender, i.e., it is not backed by the government and authorities;
虛擬資產並非法定貨幣，即沒有獲得政府及有關當局的擔保；
- f. Transactions in virtual assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable;
虛擬資產交易可能不可逆轉，故此因欺詐性或意外交易而造成的損失可能無法追回；
- g. The value of a virtual asset may be derived from the continued willingness of market participants to exchange fiat currencies for a virtual asset, which means that the value of a particular virtual asset may be completely and permanently lost should the market for that virtual asset disappear. There is no assurance that a person who accepts a virtual asset as payment today will continue to do so in the future;
虛擬資產的價值可能源自市場參與者持續地願意將法定貨幣轉換成為虛擬資產，這意味著如果某特定虛擬資產的市場消失的話，該虛擬資產可能會完全及永久地失去價值。無法保證目前接受虛擬資產作為付款方法的人士將來亦會繼續這樣做；
- h. The volatility and unpredictability of the price of a virtual asset relative to fiat currencies may result in significant losses over a short period of time;
由於虛擬資產相對於法定貨幣的價格存在波動性及不可預測性，故可能會在短時間內造成重大損失；
- i. Legislative and regulatory changes may adversely affect the use, storage, transfer, exchange and value of virtual assets;
法例及監管方面的改變可能會對虛擬資產的使用、儲存、轉移、兌換及價值構成不利影響；
- j. Some virtual asset transactions may be deemed to be executed only when they are recorded and confirmed by an SFC-licensed platform, which may not necessarily be the time at which the client initiates the transaction;
某些虛擬資產只有在獲得證監會持牌平台記錄及確認時（不一定是在客戶發出交易指示時），才可能會被視為已予執行；
- k. The nature of virtual assets exposes them to an increased risk of fraud or cyberattack; and
虛擬資產的性質令其承受著更高的欺詐或網絡攻擊風險；及
- l. The nature of virtual assets means that technological difficulties experienced by an SFC-licensed platform may prevent clients from dealing in their virtual assets.
虛擬資產的性質意味著證監會持牌平台所遭遇的技術困難可能會妨礙客戶就他們的虛擬資產進行交易。

SUMMARY OF PRESCRIBED LIMITS AND REPORTING LEVEL APPLICABLE TO CLIENT'S ACCOUNTS**適用於客戶戶口的持倉限額及申報水平概要**

Certain prescribed limits and reporting level set by the Securities and Futures Commission ("SFC") under the Securities and Futures (Contracts Limits and Reportable Positions) Rules ("the Rules") made pursuant to Section 35 (1) of the Securities and Futures Ordinance (the "Ordinance") will directly affect your Account(s) – these are summarized below. The Client should note that failure to comply with such limits or to report may constitute a criminal offence under the Ordinance and the Rules.

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

SFC PRESCRIBED LIMITS 證監會持倉限額

Under these limits, each of EFHK and the Client is prohibited from entering into, holding or controlling more than a specified number of open contracts in any one contract month, unless the excess is expressly authorised by SFC, HKFE or Stock Exchange of Hong Kong ("SEHK") (as the case may be) under the Rules.

根據這些限額，安信期貨及其客戶被禁止在任何一个合約月內進行持有或控制超過某指定數量的未平倉合約，除非有關的持倉超額是根據該規則下為證監會、期交所或香港聯合交易所有限公司（“聯交所”）（視乎情況而定）清楚允許的。

SFC REPORTING LEVEL 證監會申報水平

Under these requirements, each of EFHK and the Client is prohibited from holding or controlling more than a specified number of open contracts in any one contract month or expiry month unless the position held or controlled is reported to the HKFE, SEHK and/or other recognized exchange pursuant to the Rules.

根據這些要求，安信期貨及其客戶被禁止在任何一个合約月內或期滿月持有或控制超過某指定數量的未平倉合約，除非所持有或控制之未平倉合約已根據該規則向期交所、聯交所或其他認可交易所申報。

DIRECT APPLICATION OF THE RULES TO CLIENTS 該規則直接適用於客戶

The SFC's prescribed limits and reporting level apply to EFHK for its own account and separately and directly to the Client. Clients using more than one participant of the HKFE continue to be subject to the SFC's prescribed limits and reporting level. The Client is therefore required to report to the HKFE a position which exceeds the prescribed net long or short contracts reporting level and the specific positions held through each participant of the HKFE. A sample of the reporting form is available from EFHK on request.

證監會的持倉限額及申報水平適用於安信期貨本身及直接適用於客戶。即使客戶使用超過一名期交所參與者代其買賣，他仍然須受到證監會的持倉限額及申報水準的約束。因此，如果客戶的持倉超過指定的淨長倉或淨短

倉申報水平，客戶須向期交所申報該持倉及其透過每個期交所參與者的持倉。客戶可以向安信期貨索取有關的申報表格樣本。

HKFE'S LARGE OPEN POSITION REPORT PROCEDURES 期交所的大額未平倉持倉量申報程序

The HKFE has also set large open position limits in a number of markets operated by the HKFE. In particular, the Client should note that the Client shall have direct reporting obligations to the HKFE where the Client holds or controls, in aggregate, open positions equal to or more than the number of futures contracts and/or options contracts specified by HKFE from time to time, whether directly or through the Client's affiliate, and whether through one or more participants of the HKFE, in which event the Client shall be required to file a Large Open Position Report with the HKFE. For the purposes of the HKFE Rules, large open position means the number of open Futures Contracts and/or Options Contracts in a particular futures contract month or option series in a particular market determined by the Board (as defined in the HKFE Rules) to be a Large Open Position pursuant to Rules 628 of the HKFE Rules. This is similar to the concept of "reportable position" prescribed in the Rules. A sample of the reporting form is available from EFHK on request.

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

Please refer to the website of Hong Kong Exchanges and Clearing Limited for a schedule of the prescribed limits and reporting level for some of the corresponding Futures Contract or Options Contract under the HKFE Rules (which forms an integral part of this Document and is subject to change from time to time without prior notice). A copy of the schedule is available from EFHK on request.

有關根據期交所規則而列出期貨合約或期權合約之一些相應持倉限額及申報水平的附表（其為本文件不可分割的一部分及可能在未事先通知的情況下遭不時之更改），請參照香港交易所及結算所有限公司的網頁。客戶可向安信期貨索取有關附表的副本。

**NOTICE TO CLIENTS ON THE PERSONAL DATA (PRIVACY) ORDINANCE AS AT PRESENT IN FORCE
AND AS MAY BE AMENDED FROM TIME TO TIME**

予客戶有關現時生效的《個人資料（私隱）條例》及其不時之修訂的通知

From time to time, it is necessary for Clients to supply Essence Futures (Hong Kong) Limited (“EFHK”) with data in connection with the opening or continuation of accounts and the establishment or continuation of margin facilities or provision of other advisory or investment banking services. Failure to supply such data may result in EFHK being unable to open or continue accounts or establish or continue margin facilities or provide advisory or investment banking services. It is also the case that data are collected from Clients in the ordinary course of the continuation of the business relationship, for example, when Clients deposit money, withdraw or deposit stocks.

客戶在申請開立帳戶、延續帳戶及建立或延續信貸便利或要求提供其他金融及投資服務時，須要不時向安信期貨（香港）有限公司（“安信期貨”）提供有關的個人資料（資料）。若客戶未能向安信期貨提供有關資料，可能會導致無法開立或延續帳戶及建立或延續信貸便利或提供其他金融及投資服務。在客戶與安信期貨的正常業務往來過程中安信期貨亦會收集到客戶的資料，例如：一般當客戶提存款項及股票時。

The purposes for which data relating to a Client may be used are as follows:-

有關的客戶資料可能會用於下列用途：-

1. opening, operation of and transactions in the Clients' accounts; 客戶帳戶之開設、運作及交易;
2. the daily operation of the services and margin facilities provided to Clients; 為客戶提供服務及信貸便利之日常運作;
3. conducting credit checks; 作信貸檢查
4. assisting other financial institutions to conduct credit checks; 協助其他金融機構作信貸檢查
5. ensuring ongoing credit worthiness of Clients; 確保客戶的信用維持良好
6. designing financial services or related products for Clients' use; 為客戶設計金融服務或有關產品
7. marketing financial services or related products; 宣傳金融服務或有關產品
8. determining the amount of indebtedness owed to or by Clients; 確定安信期貨對客戶或客戶對安信期貨的債務
9. collection of amounts outstanding from customers and those providing security for customers' obligations; 向客戶及為客戶提供擔保或抵押的人士追收欠款
10. meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on EFHK; 根據安信期貨須遵守的法例及監管條例要求作出披露
11. complying with (i) any legal and/or regulatory requirements or court orders binding on EFHK (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information), and (ii) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and (i) 法例及監管條例要求作出披露（例如：包括稅務條例及其有關自動交換財務帳戶資料的條文），及 (ii) 不論於香港境內或境外，不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如：由稅務局作出或發出有關自動交換財務帳戶資料的任何指引或指導）；及
12. purposes relating thereto. 與上述有關的用途

Data held by EFHK relating to a Client will be kept confidential but EFHK may provide such information to:-

安信期貨會把客戶的資料保密，但如在業務運作中需要，安信期貨可能會把有關資料提供給：

1. any agent, contractor or third party service provider who provides trade execution, payment or securities clearing, telecommunications, administrative, computer or other services to EFHK in connection with the operation of its business; 任何代理、承包商，或提供交易執行、款項支付、證券交收、電訊、行政、電腦或其他和安信期貨業務運作有關的第三者服務供應人；
2. any other person under a duty of confidentiality to EFHK including a related company of EFHK which has undertaken to keep such information confidential; 任何對安信期貨有保密責任的人，包括對安信期貨有保密資料承諾的有關聯公司；
3. any financial institution with which the Client has or proposes to have dealings; 任何一向或即將會與客戶有交易往來的金融機構
4. any credit reference agency and in the event of Clients' default, any debt collection agency; 任何信貸資料服務機構

及收取客戶欠帳的收數公司

5. any actual or proposed assignee of EFHK or participant or sub-participant or transferee of EFHK's rights in respect of the Client; or
安信期貨的任何實在或建議受讓人或參與人或附屬參與人或安信期貨對客戶的權利的授權人；或
6. any exchange, entity, agency, regulatory body or Government in any jurisdiction if required by law or pursuant to any court orders, rules or regulations to which EFHK is subject. In such cases, EFHK is usually under a duty of secrecy and will not be able to notify a Client or seek his consent in relation to such release of information.
任何交易所、實體、監管機構或政府機構，以遵守有關的法庭指令、法例，或任何監管條例需求。通常在此情況下，安信期貨會須要遵守保密責任而不能通知客戶或在徵求客戶的同意後才向上述人士披露有關資料。

Clients may have the right to :- 客戶有權：

1. check whether EFHK holds data about him and the right of access to such data; 審查安信期貨是否持有他的資料及有權查閱有關的資料；
2. require EFHK to correct any data relating to him which is inaccurate; and 要求安信期貨改正有關客戶不準確的資料
3. ascertain EFHK's policies and practices in relation to data and to be informed of the kind of personal data held by EFHK. EFHK may charge a reasonable fee for processing such data access request.
查悉安信期貨對於個人資料的政策與實務及查詢安信期貨所持有的客戶個人資料的種類。安信期貨 有權就處理任何查閱資料的要求收取合理費用。

The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:- 任何關於資料查閱或改正資料，或查詢關於資料政策及實務或資料種類的要求，應向下列人士提出：

The Privacy Protection Officer
Essence Futures (Hong Kong) Limited.
39/F., One Exchange Square, Central, Hong Kong
Tel No: 852-2213-1000
Fax No: 852-2213-1010

私隱保護主任
安信期貨(香港)有限公司
香港中環交易廣場第一座三十九樓
電話： 852-2213-1000
傳真： 852-2213-1010

THE U.S. FOREIGN ACCOUNT TAX COMPLIANCE ACT (“FATCA”)
美國《海外帳戶稅收合規法案》

This Part is supplemented to the Agreement for Futures and Options Trading (“Agreement”) entered into by EFHK and the Client to which this Part is annexed whereby pursuant to the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions (FIs), beginning from July 1, 2014 are required to comply with an expansive documentation and reporting regime, or be subject to a 30% United States withholding tax on certain U.S. payments constituting “withholdable payments” (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholdable payments and foreign pass thru payments). Certain passive non-U.S. entities which are not FIs are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require FIs to obtain and disclose information about certain Clients to the United States Internal Revenue Service (IRS).

本部分是補充安信期貨與客戶簽訂的證券交易帳戶協議(“協議”)的部分，根據美國《海外帳戶稅收合規法案》(“FATCA”)規定，所有非美國機構而被廣泛定義為金融機構者，由2014年7月1日起，必須遵守一個廣泛的檔案和報告制度，或被徵收30%的美國預扣稅，即“預扣付款”(由2017年起，此30%的預扣付款將由所售賣資產的總收益中扣除、或可能因透過中間機構投資而有轉付款項中扣除)。部分不作為的非美國機構而又非金融機構，則需要證明其沒有主要美國實益擁有人，或2014年7月1日起，被徵收上述的30%美國預扣稅。FATCA的匯報責任，主要是要求金融機構獲取和披露部分客戶資料給美國國家稅務局(“美國稅局”)。

The impact of FATCA on FIs in a specific country may be modified by an intergovernmental agreement (IGA) between the United States and that country.

對某些國家而言，FATCA對其金融機構的影響或會在該國與美國政府間協議(“IGA”)中有所修改。

A Hong Kong IGA should apply to EFHK as EFHK is resident in Hong Kong. Under the Hong Kong IGA, EFHK is obligated to apply prescribed due diligence procedures, and report “U.S. Accounts” and account information with respect to “Nonparticipating Financial Institutions” to the IRS.

香港IGA適用於安信期貨的程度等若適用於其他香港居民。根據香港IGA，安信期貨必須進行有關規定的盡職調查、匯報“美國帳戶”和有關“不參與外國金融機構”的帳戶給美國稅局。

Clients may be requested to provide a self-certification or other documentation to EFHK in order to establish their tax residence. Furthermore, if there is any change in circumstances that would affect the Clients' tax residence statuses or there is reason for EFHK to know that the self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Clients.

安信期貨或會要求客戶提供個別證明或其他文件，以核實其稅務上的常駐國家。另外，若客戶情況有變而會影響其稅務上的常駐國家狀況或安信期貨有理由認為客戶的稅務上的常駐國家有錯誤或不可靠，則安信期貨或會要求客戶更新證明文件或補充其他文件。

Where any conflict arises between the Agreement and the provisions of this Part, the provisions of the latter shall prevail.

若協議與本部分的條文有任何抵觸或不相符，概以後者為準。

The Client hereby agrees with the following terms and conditions in relation to FATCA:-

客戶現同意以下有關 FATCA 的條款及條件：

1 Interpretation

定義

- i. "Code" means the U.S. Internal Revenue Code of 1986, as amended.

“守則”即美國國稅局守則1986及其修正案。

- ii. "FATCA" means

“FATCA”即

a) the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance;

根據美國國家稅務局第1471至1474條守則的或國庫法規的《海外帳戶稅收合規法案》，及後修改或新增的官方指引；

- b) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in any case) facilitates the implementation of paragraph (a) above; or

在任何司法管轄區頒布的條約、法律、法規，或美國和其他司法管轄區簽署（在任何情況下），有利於上述(a)款之執行的政府間協議；

- c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

根據上述(a)或(b)款，所實施的美國稅局、美國政府或政府機關或稅務機關有關的美國與其他司法管轄區簽署的協議。

- iii. "FATCA Withholding" means a deduction or withholding from a payment under the Agreement as required by FATCA.

“FATCA預扣”即協議中，按FATCA所要求而扣減或扣除的款項。

- iv. "FATCA Withholdable Payments" include payments of interest (including original issue discount), dividends, and other items of fixed or determinable annual or periodical gains, profits, and income, in each case, from sources within the U.S., as well as gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the U.S. FATCA will also require withholding on the gross proceeds of such sales for payments made after December 31, 2016. Certain U.S. sourced financial payments in connection with lending transactions, investment advisory fees, custodial fees, bank or brokerage fees are also included.

“FATCA預扣付款”包括從美國獲取利息款項(含原發行折扣)、股息、固定或確定的年度或定期收益、利潤和收入、以及在美國出售任何資產的總收益，或所產生的利息或股息，於2016年12月31日以後FATCA要求預扣因出售變現的總收益。某些從美國獲得的金融報酬，如借貸交易、投資顧問費、保管費、銀行或經紀費也包括在內。

2 Representation and warranty

聲明和保證

The Client hereby represents and warrants that all the information and documents provided in connection with FATCA related forms and/or information on the Futures Client Account Opening Document for which the account holder provided by the Client are true, correct, complete, and not misleading. The Client undertakes to notify EFHK promptly (and within 30 days of such change) in writing with updated information and documents whenever there is any change in such information or documents.

客戶在此聲明和保證期貨客戶開戶文件及/或與FATCA有關表格的所提供的資料和文件，及/或提供有關帳戶持有人的文件內容真實、準確、完整，且無誤導成份。客戶保證，若資料和文件有任何變更，會盡快(即30天內)書面通知安信期貨。

3 Requests for additional identification documents for FATCA purposes

索取額外的身份證明文件，以滿足 FATCA 的要求

In order to comply with FATCA and in accordance with any local or foreign law, legislation or regulation and/or to satisfy EFHK's Reporting Obligations, the Client agrees and consents that EFHK may gather, store, use, process, disclose and report to any such Tax Authority any Personal Information provided to EFHK.

為遵守 FATCA、本地或外國法例、法律或規例及/或滿足安信期貨的匯報責任。客戶同意安信期貨收集、儲存、使用、執行、披露和匯報客戶的個人資料，並向稅務機關透露。

EISHK reserves the right to request and the Client has the obligation to provide EFHK with additional documentary evidence to verify the Client's U.S. or non-U.S. status for FATCA purposes.

安信期貨保留要求客戶提供額外個人資料的權利，以核實客戶是否屬於美國戶籍，以符合 FATCA 的要求。

If the Client fails to provide EFHK with any of the necessary information or to take action as is specified by EFHK within a time period specified, EFHK shall be entitled to reach whatever conclusions that EFHK considers to be appropriate and EFHK reserves the right to close the Client's Account or classify the Client's Account as "non-consenting" or "non-participating FFI" or execute withholding and reporting under FATCA regulations.

若客戶拒絕向安信期貨提供所需之資料或在指定時間內不執行有關的指示，安信期貨在權對客戶作出任何總結，如取消客戶帳戶、把客戶帳戶定義為“不同意”、“不參與外國金融機構”，甚至進行 FATCA 預扣匯報。

4 Consent from the Client to disclosure information to tax authority

客戶同意向稅務機關披露資料

The Client hereby agrees that it is reasonable and appropriate for EFHK or its subsidiaries/affiliates to collect the above information. The Client agrees to the sharing of the information, together with any other information collected by EFHK for the purposes of FATCA, with its subsidiaries/affiliates and also with the relevant government/tax authorities, based on the relevant tax requirements and subject to all applicable laws and regulations. The above process together with the related data processes may involve a transfer of information outside the Hong Kong Special Administrative Region and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/ authorities. If a payee's or any third party's information is involved, the Client agrees that the Client has obtained all necessary consent from all such relevant parties in using such information.

客戶同意安信期貨、其子公司/分支機構可以合理和適合地收集個人資料。客戶也同意安信期貨，因應 FATCA、稅務條例和其他法律法規的要求，而與其子公司/分支機構或政府、稅務機關分享其個人資料。以上資料或會傳送到海外，或會交給中介人、服務供應商、對手、政府機關。若資料涉及第三方，客戶在此表示已獲得第三方的同意。

5 Consent to deduct, withhold payments and suspend transactions

同意扣減和扣起款項及暫停交易

The Client acknowledges and agrees that notwithstanding any other provisions of the Agreement:

客戶確認及同意，即使本協議中的其他條款及規則有任何其他規定：

- i. any payments by EFHK under this Part, will be subject to withholding and deduction considered by EFHK at its sole and absolute discretion as required by FATCA;
安信期貨根據本部分支付的任何款項，將須由安信期貨按其全權及絕對酌情權視為在外國規定下所需而被扣起及扣減；
- ii. any amounts withheld under (i) may be held in whatever account or in whatever manner determined by EFHK at its sole and absolute discretion; and
根據(i)被扣起的任何款項可於安信期貨按其全權及絕對酌情權所決定的戶口或方式持有；及
- iii. neither EFHK nor any of its subsidiaries/affiliates shall be liable for any gross up, loss or damage suffered as a result of EFHK's exercising of its rights under this clause.

安信期貨或其任何聯屬公司將無須對因安信期貨行使本條款下的權利而蒙受的任何所扣稅項補足、損失或損害賠償承擔責任。

The Client acknowledges and agrees that any transaction, payment, instruction or service under this Part may be delayed, blocked, transferred or terminated where considered by EFHK at its sole and absolute discretion as required for EFHK to meet its obligations including those under FATCA.

客戶確認及同意，安信期貨為履行FATCA項下的義務，安信期貨按其全權及絕對酌情權視作有需要時，安信期貨可延遲、暫停、轉讓或終止任何根據本部分作出的交易、付款、指示或服務。

The Client further agrees that EFHK shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as EFHK deems fit all or part of any of the assets in the Client's account(s) that may produce funds to enable EFHK to comply with its obligations considered by EFHK at its sole and absolute discretion as required under FATCA; (ii) prohibit the Client from effecting any transactions through or under any of the Client's account(s) for such period as EFHK deems necessary or appropriate.

客戶進一步同意，安信期貨將有全部授權(i)按安信期貨視作合適的任何方式以及有關價格及有關條款及條件出售、變現及/或以其他方式處置客戶戶口內可產生資金的任何資產的全部或任何部分，以讓安信期貨遵守按其全權及絕對酌情權視為在FATCA下規定的義務；(ii)禁止客戶在安信期貨視作必須或適宜的有關期間內透過或在任何客戶戶口下進行任何交易。

6 Indemnity

彌償

Without limitation to any other indemnity provided by the Client to EFHK under any other provision of the Agreement or any other schedules, the Client agrees to indemnify EFHK, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of EFHK, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Part or EFHK's use of or reliance on any information, documents and supporting materials provided by the Client to EFHK for the purposes of EFHK's compliance with FATCA. The Client further agrees that EFHK is entitled to withhold, retain or deduct such portion from the Client's assets in the possession or control of EFHK or such amount(s) from any of the Client's account(s) with EFHK as it determines to be sufficient to cover any amount which may be owed by the Client under this clause. This clause shall continue notwithstanding the termination of the relationship between EFHK and the Client.

在並無限制客戶根據本部分及協議的任何其他條款或任何其他安排或協議向安信期貨提供的任何其他彌償的情況下，客戶同意就安信期貨、其代理、高級職員及僱員因該方提供含誤導成分或錯誤的資料，或並無遵守本附錄的任何規定，或安信期貨使用或倚賴客戶就安信期貨遵守FATCA的目的而言而向安信期貨提供的任何資料、文件

及支持材料而可能蒙受或招致的任何性質的所有負債、索償、付款要求、損失、稅項、成本費用、費用及開支，包括稅項、利息或罰金向安信期貨、其代理、高級職員及僱員作出彌償。客戶進一步同意，安信期貨有權從其管有或控制的客戶資產或客戶在其開立的任何戶口中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補客戶在本條下可能結欠的任何款項。儘管安信期貨與客戶與安信期貨的業務關係終止，此項彌償將繼續。