



**Customer Trading Agreement**  
**客戶交易協議**

**Futures Contracts and/or Options Contracts Trading**  
**期貨合約及期權合約交易**

**Corporate Account**  
**公司帳戶**

**CSC FUTURES (HK) LIMITED**

**群益期貨(香港)有限公司**

## **RISK OF TRADING FUTURES AND OPTIONS**

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

### **期貨及期權交易的風險**

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，本公司所蒙受的虧蝕可能會超過最初存入的保證金數額。即使本公司設定了備用指示，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。本公司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，本公司的未平倉合約可能會被平倉。然而，本公司仍然要對本公司的帳戶內任何因此而出現的短欠數額負責。因此，本公司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本公司。如果本公司買賣期權，便應熟悉行使期權及期權到期時的程序，以及本公司在行使期權及期權到期時的權利與責任。

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**This is an important document. Please read and understand the whole booklet and then sign on the Page 22, 23, 24, 27, 28 & 29.**

此乃重要文件，敬請閱讀及明瞭整部小冊子，然後在第 22、23、24、27、28 及 29 頁簽署。

# CUSTOMER TRADING AGREEMENT 客戶交易協議

(Corporation 公司)

To: CSC Futures (HK) Limited

Registered with the Securities and Futures Commission (“SFC”) as licensed corporation (CE Number **AFD052**) for Type 2 regulated activity; and a Futures Commission Merchant and an exchange participant with Hong Kong Futures Exchange Limited (“HKFE”) Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, No. 183 Queen’s Road Central, Hong Kong

致：群益期貨(香港)有限公司

為證券及期貨事務監察委員會(“證監會”)註冊為持牌法團(CE編號**AFD052**)專營第2類受規管活動及香港期貨交易所有限公司(“期交所”)的參與者及Futures Commission Merchant) 香港皇后大道中183號新紀元廣場中遠大廈32樓3204-07室

We (particular as set out in the Customer Information Statement) request you to open and operate one or more the Account(s) for the purpose of dealing and/or trading Futures Contracts and Options Contracts on the following terms and conditions:

本公司(詳細資料列於客戶資料表格)要求 貴公司根據下列條款及條件以本公司之名義開立和使用一個或多個帳戶(“帳戶”)以進行期貨合約及/或期權合約的交易及/或買賣:

## 1. THE INTERPRETATION (釋義)

1.1 In this Agreement, the following expression shall have the following meanings:

在本協議中,以下詞彙具有下列含義:-

“**Business Day**” means a day (other than Saturday) on which licensed banks in Hong Kong are open for business;

「營業日」是指香港持牌銀行營業的日子(星期六除外);

“**Chief Executive**” means the chief executive from time to time appointed by the board of directors of the HKFE;

「行政總裁」是指期交所董事局不時委任的行政總裁;

“**Clearing House**” means the body appointed by or established and operated by the HKFE to provide clearing services to Exchange Participants in respect of Exchange Contracts;

「結算公司」是指由期交所委任、成立及營運的機構為參與者提供有關期交所合約之結算服務;

“**Clearing House Rules**” means the rules and regulations of the Clearing House, as amended from time to time;

「結算公司規則」是指(結算公司規則及規例)及其不時所作出之修訂;

“**Close out**” means the entering into of a Futures Contract/Options Contract on identical terms to a previous Futures Contract or Options Contract, except (i) that the price may not be the same as the price specified in the previous contract and (ii) you take the opposite side to the side it holds under the previous contract, for the express purpose of crystallizing the profit or loss on that previous contract; and the expressions “closed out”, “closing out” and “closed out contract” shall be construed accordingly;

「平倉」是指根據先前簽訂之期貨合約或期權合約的相同條款訂立的一份期貨合約或期權合約,但其(i)價格可能與先前簽訂之合約不相同;及(ii) 貴公司持與先前之合約相反的立場,以訂出先前之合約的利潤或損失;而已平倉、正平倉及平倉合約均須相應地解釋;

“**Commodity**” means any items and includes, without limitation, agricultural commodities, metals, currencies, shares, interest rates, indices (whether stock market or otherwise), or other financial contracts, energy, right or authority, and shall where the case requires include a Futures Contracts and/or Options Contracts in respect of any of the above and in each case whether or not the item is capable of being delivered;

「商品」是指任何物品,包括但不限於農業商品、金屬、貨幣、股票、利率、指數(包括股票

指數或其他指數)、或其他金融合約、能源、權利或權限、及如情況所需，包括以上任何一項的期貨合約及/或期權合約(不論該物品是否可作實際交付)；

“**Exchange Contract**” means a contract for a commodity approved by the SFC and the HKFE for trading on a market and which may result in an Futures Contract and/or Options Contract;

「**期交所合約**」是指一份由證監會及期交所批准可以在期交所設立之市場進行交易的商品合約，可以是一份期貨合約及/或期權合約；

“**Exchange Participant**” means an exchange participant which is approved by and registered with HKFE to perform the functions of a Futures Commission Merchant in accordance with the HKFE Rules;

「**交易所參與者**」是指根據期交所規則由期交所批准及註冊的從事 Futures Commission Merchant 的交易所參與者；

“**Futures Contract**” means a contract executed on any commodity, futures or options exchange, the effect of which is that (i) 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 (ii) the party will make an adjustment between them at an agreed future time according to whether the agreed commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the commodity, futures or options exchange in which that contract is made;

「**期貨合約**」是指具有以下效力之有關任何商品，期貨或期權交易之合約：(i) 一方當事人承諾在約定的時間及以約定的價格，交付予另一方當事人約定之商品或約定數量的商品；或(ii) 雙方同意在約定時間根據該商品當時之價值與簽訂合約時雙方協定的價值作出的調整，有關差額將根據管轄該合約之交易所規則決定；

“**HKFE**” means the Hong Kong Futures Exchange Limited;

「**期交所**」是指香港期貨交易所有限公司；

“**HKFE Rules**” means the rules, regulations and procedures of HKFE, as amended from time to time;

「**期交所規則**」是指香港期貨交易所規則、規例及程序及其不時所作出之修訂；

“**Open contract**” or “**open position**” means a Futures Contract or an Options Contract other than a closed out contract;

「**開倉合約**」或「**未平倉合約**」是指任何除了平倉合約以外之期貨合約或期權合約；

“**Options Contract**” or “**options**” means a contract pursuant to which one party (the “first party”) grants to the other party (the “second party”) the right, but not the obligation, to buy from (a Call Option) or to sell to (a Put Option) an agreed commodity, or quantity of commodity, 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 exercise his right to buy or to sell (as the case may be) (i) the first party is obliged to deliver or to take delivery (as the case may be) of the commodity at the agreed price; or (ii) the first party shall pay to second party an amount referable to the amount (if any) by which the commodity is worth more than the agreed party (for Call Options) or agreed price is worth more than the commodity (for Put Options), any of such payment shall be determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made;

「**期權合約**」是指該等合約，其中一方(「**第一方**」)賦予另一方(「**第二方**」)在雙方約定之期間及以約定之價格，行使認購(認購期權)或認沽(認沽期權)某一種或某一數量之商品之權利(但不是責任)及倘若第二方行使其認購或認沽權利(視屬情況而定)，則：(i) 第一方必須以約定之價格交付有關之商品或接受有關商品交付(視屬情況而定)；或(ii) 第一方必須支付第二方一個根據商品價格比約定價格高出的差額(認購期權)或根據約定價格比商品價格高出的差額(認沽期權)計算的金額，而任何有關之付款需根據該合約訂立之有關交易所之規則交付；

“**Securities and Futures Ordinance**” means the Securities and Futures Ordinance (Cap. 571) of the laws of Hong Kong, as amended from time to time;

「**證券及期貨條例**」是指香港法例第 571 章證券及期貨條例及其不時所作之修訂；

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

time; and

「證監會操守準則」是指根據證券及期貨條例制定不時有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；及

“Transactions” means the entering into of Futures Contracts or Options Contracts by you pursuant to the instruction of us and the sale, purchase, liquidation, closing out, effecting delivery and settlement of such contracts.

「交易」指 貴公司按照本公司的指示訂立之期貨合約或期權合約及對該等合約的買賣、結算、平倉、交付和交收。

1.2 Except as otherwise expressly provided, expressions used in this Agreement shall have the same meanings in the HKFE Rules.

除內文另述，本協議中所使用的詞彙之定義，與期交所規則相同。

## 2. THE ACCOUNT (帳戶)

2.1 We hereby confirm that the information provided in this Agreement and in the Customer Information Statement is complete and accurate in all respects. We hereby undertake and covenant with you to notify you in writing forthwith of any material change to that information. You are authorized to conduct credit enquiries to verify the information provided for the purpose of ascertain the financial situation and investment objectives of us.

本公司確認本協議及「客戶資料表格」中所載資料均屬完整及正確。本公司承諾及保證倘若該等資料有任何重要變更，本公司將會立即以書面通知 貴公司。本公司特此授權 貴公司對本公司之信用進行查詢，以核實本公司之財政狀況及投資目標。

2.2 We acknowledge and accept that you will keep information relating to the Account(s) confidential, but may provide any such information but not limit to our name, beneficial identity and such other information concerning us to HKFE, the SFC or the relevant exchanges to comply with their requirements or requests for information. We further acknowledge and accept that in the event you fail to comply with any disclosure requirements under HKFE Rules, the Chief Executive may require the closing out of positions on behalf of us or the imposition of a margin surcharge on the positions of us.

貴公司會對本公司帳戶有關資料予以保密，但根據證監會、期交所及有關交易所的規定或應其要求， 貴公司將以該等資料不限於本公司之名稱、實益身份及其他有關資料，本公司進一步確認及同意倘若 貴公司未能符合期交所規則的任何資料披露規定，行政總裁可以代表本公司要求將本公司之合約平倉或向本公司未平倉之合約徵收保證金附加費。

2.3 We hereby declare that we are the ultimate beneficial owner(s) of the Account and no other then us has any interest in the Account.

本公司現聲明本公司是該帳戶之最終受益人及唯一擁有該帳戶之人士。

2.4 We admit that you may in the course of business possess information relating to Futures Contracts and/or Options Contracts and agree that you shall have no duty to disclose to us any such information.

本公司承認 貴公司於業務中可能持有關於個別期貨合約及/或期權合約之資料。本公司同意 貴公司並無責任向本公司披露任何有關資料。

2.5 You will notify us of material changes in respect of your business, which may affect the service that you provide to us.

倘 貴公司的業務有重大變更，並且可能影響 貴公司為本公司提供的服務， 貴公司將會通知本公司。

2.6 We are duly incorporated and validly existing under laws of its place of incorporation and have full power to execute and perform our obligations under this Agreement and have commercial reason to open the Account.

The certified copy resolution provided by us to you with this Agreement were duly passed at the meeting of our directors duly convened and held on or prior to the date hereof in accordance with our constitutional agreement and were entered in our minutes book and are full force and effect.

本公司根據其註冊地之法律正式成立及依法有效，並有一切有關權限及權力，行使與履行其於本協議所載之責任及以商業理由開立帳戶。

本公司連同本協議向 貴公司提供之經核證決議副本所載之決議乃於適當之董事會議上妥為通過，而有關會議乃根據公司章程適當召開，並於簽訂本協議之當日或之前舉行。有關決議已載入會議紀錄冊並屬全面有效。

2.7 Any intended change of the authorized person by us shall only become effective from the date of actual receipt by you or the relevant board resolutions duly signed by us or other evidence of authorization satisfactory to you.

任何授權人的變更，只在 貴公司實際收到本公司已簽署之授權書或有關之董事會決議或 貴公司認可的委任證明文件才正式生效。

2.8 We hereby irrevocably direct you to set-off and withheld from and apply any open contracts, receivable and monies held in or for the Account against all actual or contingent liability incurred by you as consequence of our transactions.

本公司不得撤回指示 貴公司將本公司在 貴公司之帳戶內的任何開倉合約、應收款項或其中持有之現金進行抵銷及扣留，作為抵銷 貴公司由於本公司之交易而招致的一切實際或或有負債。

2.9 Notwithstanding any provision of this Agreement, you shall have the right exercisable at your discretion at any time to close the Account without ascribing any reason and without any liability to us for such closure by terminating this Agreement.

儘管本協議的任何規定， 貴公司有絕對酌情權於任何時間結束帳戶，而毋須提出任何理由，亦毋須對本公司以終止本協議而結束帳戶責任。

### 3. LAWS AND RULES (規則及規例)

3.1 All Transactions shall be effected in accordance with and shall be subject to the relevant laws, rules, regulations, directions, customs and usages applying you, including HKFE Rules, Clearing House Rules, and the relevant ordinance(s) and all other laws applicable in the jurisdiction of the relevant exchanges as amended from time to time. All actions taken by you in accordance with such laws, rules, regulations, directions, customs, and usages shall be binding on us.

所有代本公司進行的交易，將受不時修訂有關交易所之憲章、規則、附件、習俗及慣例，包括期交所規則、結算公司規則、有關法例及適用於有關交易所的司法區所有法律約束。 貴公司根據該等法律、規則、規例及指示而採取的所有行動均對本公司具有約束力。

3.2 We acknowledge and agree that in respect of Transactions to be executed in the markets other than those operated by the HKFE, such Transactions will be subject to the rules and regulations of those markets and not those of the HKFE, and the level and type of protection afforded by those markets may be markedly different from that afforded by the HKFE Rules.

本公司確認並同意在期交所屬下市場以外所進行之交易，須受到有關市場及交易所之規則而非期交所規則所規限，而由該等市場就有關交易而提供予本公司之保障程度及類別，則可能與期交所規則所提供予本公司保障程度及類別有實質上之差異。

3.3 In the event that you or your associated person commits a default in relation to any futures contract traded on a recognized futures market; and related asset of such futures contract and we thereby suffer a pecuniary loss, we acknowledge and accept that the liability of the Investor Compensation fund will be restricted to valid claims as provided for in the Securities and Futures Ordinance and the relevant subsidiary legislation 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 reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.

For Transaction(s) which are effected in an exchange other than the recognized futures market, we acknowledge and accept that the valid claims in the event of any default on the part of you or your associated person will be subject to the rules of the relevant exchange.

若 貴公司或 貴公司之相聯人士所犯的違責是關於任何在或將會在認可期貨市場交易的期貨合約而犯的及該等期貨合約的有連繫資產而犯的，以致本公司蒙受金錢上的損失，本公司知悉並接納其投資者賠償基金所承擔的法律責任只限於證券及期貨條例及有關附屬法例內所規定的有效索償，並須受制於證券及期貨(投資者賠償-賠償限額)規則內所訂的金額上限，因此不能保證本公司在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

就一切在認可期貨市場以外之交易所進行的交易，若 貴公司或其相聯人士所犯的違責，本公司知悉並接納有效索償將受有關交易所的規則約束。

#### 4. TRANSACTIONS (交易)

4.1 You shall as our agent in effecting the Transactions unless you indicate (in the contract note for the relevant transaction or otherwise) that you are acting as principal.

除非 貴公司（在有關交易的成交單或其他合約單據內）表示 貴公司以自己本身名義進行交易外，否則 貴公司將以本公司之代理人身份進行交易。

4.2 We acknowledge and agree that we shall be solely responsible for the Transactions and neither you nor any of the directors, officers or employees of your Group shall be liable to us or to any other person claiming under or through us, for any claim made with respect to the receipt and execution of any such Transactions.

本公司承認及同意本公司須單獨負責所有交易指令，而 貴公司及任何 貴公司之董事、高級職員及僱員或集團均不須就接獲及執行任何該等指令對本公司或任何其他經本公司索償的人士負責。

4.3 We understand and agree that you may monitor or record any of our telephone conversations in order to verify the instructions given by us or our Authorized Person.

本公司明白及同意 貴公司可以監聽或記錄本公司與 貴公司之電話談話內容以供 貴公司核實本公司或任何授權人之指示。

4.4 You shall have an absolute discretion to accept or refuse any orders or the execution of any orders and shall not be obliged to give any reason of such refusal.

貴公司有絕對酌情權接納或拒絕任何指令或執行任何指令，而毋須就此給與任何理由。

4.5 If you are only able to secure a lesser number of Futures Contracts or Options Contracts than specified in the instruction, those secured contracts shall be binding on us and you shall not be liable for failure to secure the number of contracts as specified in the instruction.

倘若 貴公司只能訂立比有關指示少之期貨合約或期權合約數目，所有已訂立之合約均對本公司具有約束力，而 貴公司並不須要就未能訂立有關指示所指定的合約數目負責。

4.6 We acknowledge and agree that you and your Group's directors, officers, employees and agents shall not responsible or liable for any loss suffered or which may be suffered by us as a result of any delay, failure or inaccuracy in the transmission or communication of instructions or orders.

本公司確認及同意 貴公司及 貴集團之董事、高級職員、僱員及代理人毋須對 貴公司任何指示及落盤在傳遞及通訊上的延誤、無效及錯漏而產生之損失承擔任何責任，此損失由本公司承擔。

4.7 We acknowledge that all Transactions effected by you pursuant to our instructions is a result of our judgment and decision and not result from your selection or advice.

本公司確認由 貴公司根據本公司指示進行所有交易是根據本公司自己的判斷及決定作出，而非基於 貴公司之選擇或建議而進行交易。

4.8 On all Transactions, we shall pay your commissions and charges, as notified to us, as well as applicable levies imposed by the exchange from time to time, all applicable stamp duties, bank charges, fees, and other expenses. We acknowledge and accept that every Exchange Contract shall be subject to the charge of a Investor Compensation Fund levy and a levy pursuant to the Securities and Futures Ordinance, the cost of both of which shall be borne by us. You may deduct such commission, charges, levies duties, fees, expenses and Investor Compensation Fund levy from the Account.

就所有交易而言，每當 貴公司通知本公司之交易佣金和收費，本公司同意須向 貴公司支付以及繳付交易所不時徵收的適用徵費，並繳納所有有關交易的適用印花稅、銀行收費、費用及其他支出。本公司確認並同意每份期交所合約均須繳交投資者賠償基金徵費及根據證券及期貨條例所收取的徵費，費用須由本公司承擔。 貴公司可以從帳戶中扣除該等佣金、收費、徵費、稅項、費用、支出及投資者賠償基金徵費。

4.9 We acknowledge and agree that the Clearing House may do all thing necessary to transfer any open positions held by you on behalf of us and any monies and security standing to the credit of its Account(s) with you to another Exchange Participant in the event your right as an Exchange Participant of HKFE is suspended or revoked.

本公司確認並同意結算所可在 貴公司作為期交所的交易所參與者的權利遭暫停或撤銷時，採

取一切必要行動，以便將 貴公司代表本公司持有的任何未平倉合約及該本公司在 貴公司所開立的帳戶內的任何款項及證券，轉調到另一個期交所的交易所參與者。

4.10 If we reside or give any orders to you outside Hong Kong, we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which our orders are given. We further agree to indemnify you on demand for any claims, demands, actions, costs and expenses you may suffer or incur in connection with or arising from our residing or giving of any such orders outside Hong Kong.

倘本公司住處或向 貴公司發出任何指令的地點為香港以外的地方，本公司同意確保及表明該等指令之發出將遵從於本公司發出指令的有關司法管轄區的任何及一切適用法律。本公司進一步同意於被要求時償付 貴公司可能因本公司之住處或發出指令地點在香港以外的地方而引致 貴公司蒙受的任何索償、索求、法律訴訟、費用及支出。

4.11 You shall be entitled, in its absolute discretion, but shall not be bound to act on any instruction from us, to take any action whatsoever or howsoever against any exchange and/or clearing house and/or any other person in respect of any failure by such exchange and/or clearing house and/or other person to make any payment or delivery in respect of any Futures Contract or Options Contract entered into by you on behalf of us provided that if any such action is taken by you, we hereby agree and undertake to indemnify you in respect of all costs, claims, demands, damages and expenses arising out of or in connection with such action.

貴公司有絕對酌情權，亦毋須根據本公司指示，就任何交易所及/或結算公司及/或其他人士不能根據任何由 貴公司代表本公司所訂立的期貨合約或期權合約而繳款或交付，對任何交易所/或結算公司及/或任何其他人士以任何方式採取任何行動，惟本公司同意並承諾，若 貴公司如採取任何行動，本公司將補償 貴公司因採取任何行動而承受或相關之所有費用、索償、徵繳、賠償及損失。

4.12 All instructions given by us pursuant to this Agreement which may be executed on more than one exchange may be executed on any exchange as you may select.

本公司根據本協議發出的所有指示，倘若可在多於一個交易所執行，則 貴公司有權選擇在任意的交易所執行該等交易。

4.13 Every statement of account shall, in the absence of manifest error, be conclusive and binding on us as to the amount standing to the debit or credit of the Account.

在無顯然的錯誤出現下，每一張帳戶賬單之中之款項須為最終的借方或貸方結存，對本公司均具約束力。

4.14 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by us unless you shall receive from us written notice to the contrary within seven (7) days. Any notice, statement, confirmation or other communication shall be deemed to have been received (a) if hand delivered, when delivered (b) if given by registered post, two days after the same has been posted or (c) if given by fax, at the same time it is dispatched.

於任何通告、賬單、確認書或其他通訊所指或提及之每一項交易須被視為正確及經由本公司確認，除非 貴公司於七天內接獲本公司所作之相反的書面通知。任何通告、賬單、確認書或其他通訊，若 (a) 以專人遞送，在送遞當日；(b) 以掛號郵件傳遞，在投遞當日起計兩日；或 (c) 以傳真傳遞，在發出時，將被視為已經收妥。

4.15 If you enter any Transaction on behalf of us in a currency other than the currency in which the Account is denominated then:

- any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be for our Account and risk.
- when such Transaction are sold, set off or otherwise liquidated, you may at its sole discretion debit or credit the Account in the currency in which the Account is denominated at a rate of exchange determined conclusively by you on the basis of the then prevailing market rates of exchange for such foreign currency.

如 貴公司代表本公司以帳戶貨幣之外的任何交易施行貨幣，屆時：

- 所有因為該貨幣的匯率波動而帶來的利潤或損失均屬於本公司，而本公司須承擔有關風險及
- 當出售、抵銷或償付此交易， 貴公司將有全權將交易施行貨幣以市場的兌換率為基礎兌

換，並入帳到本公司帳戶。

4.16 You may at any time, at your absolute discretion, impose a trading limit on the Transactions, which shall be subject to alternation from time to time.

貴公司有絕對酌情權對本公司的交易設置持倉限額，及對該限額作出不時之修改。

4.17 You shall provide to us in relation to contract specifications, a full explanation of margin procedures and the circumstances under which our positions may be closed without our consent. We should make the necessary enquiries and be fully aware of the contract specifications for each Futures Contract and/or Options Contract before placing such orders.

貴公司須提供本公司有關合約規格、保證金手續之詳細說明及 貴公司可在何種情況下可以未經本公司同意而將本公司之交易平倉。在落盤前，本公司須對每份期貨合約及/或期權合約作出所須查詢及完全明瞭其合約規格。

4.18 We hereby confirm that we have read and understood the following options information before placing such options orders.

在期權合約落盤前，本公司現確認本公司已閱讀及明白以下期權資料：

Contract information 合約資料

Strike price; Expiry Day; Underlying commodity; option type; buy or sell order; opening or closing trade; current quoted price; and order type.

行使權;到期日;相關商品;期權種類;買盤或賣盤;未完結交易或完結交易;最新公佈價;及落盤種類。

Underlying Commodity 相關商品

Method of delivery or cash settlement process; contract size; and calculation of settlement prices.

交收方法或現金結算程序;合約金額;結算價格或平倉價格之計算方法。

Exercise procedures 行使程序

American or European style exercise.

美式期權或歐式期權行使方法。

Premium 溢價

Calculation of contract value; payment of premium.

計算合約值;繳交溢價。

Margin 保證金

Approximate our margin requirements; variation adjustment payments; collateral that may be lodged as margin; and payment details.

本公司所須之保證金額;變價調整額;可用作抵押的資產;支付方式。

Transaction cost 交易成本

Minimum commissions; Exchange and Clearing House Fees; Exercise Fees; and other applicable levies.

最低佣金;交易所及結算公司收費;行使收費;及其他適用之徵費。

4.19 We acknowledge that you are bound by the HKFE Rules which permit the HKFE or the Chief Executive to take steps to limit the positions or require the closing out of contracts on behalf of us if, in the opinion of the HKFE or the Chief Executive, we are accumulating positions which are or may be detrimental to any particular market or markets or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.

本公司確認貴公司受期交所規則所約束，而該等規則容許期交所採取行動，限制持倉的數量或規定可代表該等本公司將合約平倉，因為期交所認為這些本公司所累積的倉盤正在或可能會對任何一個或多個特定的市場造成損害或正在或可能會對某個或多個市場(視乎情況而定)的公平及有秩序的運作產生不良影響。

## 5. MARGIN CALLS (催繳保證金)

5.1 We acknowledge that you may make a margin call and demands for variation adjustment, either orally or in writing, and specify therein the period within which such margin calls and demands for variation adjustment must be met and we hereby agree and undertake to pay or provide to you such sums upon demand by you.

本公司確認 貴公司可能會以口頭或書面形成，發出催繳保證金通知及有關繳付變價調整要求

的期限，而本公司亦同意並承諾必須在要求的期限內，履行有關之要求。

5.2 We further acknowledge that you may require more margin or variation adjustment than that specified by the HKFE and/or Clearing House and we further agree and undertake to provide you with such additional margin and variation adjustment as may be required by you from time to time.

本公司進一步確認 貴公司可以要求本公司繳交較期交所及/或結算公司所訂明的水平為高的保證金或變價調整，而本公司亦進一步同意並承諾必須在要求的期限內，履行有關之要求。

5.3 We further acknowledge you have the right at your discretion without notice us to close out open positions in respect of which any margin calls and demands of variation adjustment are not met in accordance with paragraph 5.1 and 5.2 above.

本公司確認 貴公司有權而毋須通知本公司，當本公司未能在本條款中第 5.1 及 5.2 條款所訂明的限期之前繳交催繳保證金及變價調整要求，或未能在作出該等催繳保證金通知或變價調整，將未平倉合約平倉。

5.4 We acknowledge that you may be required to report to the HKFE and the SFC particulars of all open positions in respect of which two successive margin calls and demands for variation adjustments are not met in accordance with paragraph 5.1 and 5.2 above.

本公司確認，如果連續兩次未能按照本條款中第 5.1 及 5.2 段所述，就未平倉合約繳付催繳的保證金及變價調整要求，貴公司可能需要就所有未平倉合約的詳情向期交所及證監會匯報。

5.5 Any delay or failure by you to make a margin call and demand for variation adjustment shall not constitute a waiver of your right to do so at any time thereafter, nor shall it create any liability of you to us.

任何 貴公司未有或延遲作出的催繳保證金通知及變價調整的要求，並不構成對該等權利的放棄，亦不導致 貴公司對本公司產生任何責任。

5.6 Where any security is deposited with you as margin to secure the obligations of us hereunder, you shall have the right to transfer all or any part of the margin to any account of an exchange, clearing house or broker without notice to us to satisfy any margin or other requirements of the exchange, clearing house or broker.

對任何存放於 貴公司作為保證本公司在本協議下責任的保證金或抵押品，貴公司有權在毋須通知本公司之情況下將全部或部份保證金或抵押品轉讓給任何交易所、結算公司或經紀的任何帳戶以滿足該交易所、結算公司或經紀的保證金或其他要求。

## **6. DELIVERY AND SETTLEMENT (交收及結算)**

6.1 We shall, forthwith upon request by you, supply in relation to any Futures Contract and Options Contract entered into by you on our behalf such information in relation to the delivery or settlement or exercise (as the case may be) of any such contract which has not been closed out or exercised (as the case may be).

本公司在 貴公司的要求後，須即時就任何 貴公司以本公司身份訂立的期貨合約和期權合約提供有關該等尚未平倉或行使(視乎情況而定)合約之交收或結算或行使(視乎情況而定)資料。

6.2 Every Futures Contract and Options Contract entered into by you on behalf of us is made on the understanding that we may require actual performance thereof and to make settlement of such contract by making or taking (as the case may be) physical delivery of the underlying commodity unless we give timely instructions to you to liquidate the open positions to avoid physical delivery.

每一張由 貴公司代本公司訂立之期貨合約及期權合約，乃基於本公司可能要求執行有關交易及需要進行有關商品之實際交付或提取(視乎情況而定)，除非本公司及時給予 貴公司平倉指示以避免實際交收。

6.3 In respect of open contracts maturing in a current futures month, we shall, at least 5 Business Days prior to the first notice day in the case of long positions and at least 5 Business Days prior to the last trading day in the case of short positions, either giving instructions to you to liquidate the same or deliver to you all monies, securities, financial instruments, documents and other property deliverable by us under such contracts in order to enable due settlement of such contracts by you in accordance with the HKFE Rules or the Clearing House Rules otherwise you may without notice either liquidate or close out the relevant contracts or make or receive delivery on behalf of us upon such terms and in such manner as you may deem fit.

有關當月到期之未平倉合約，如屬長倉者，本公司即須於第一通知日前五個營業日，如屬空倉者，即須於最後交易日前五個營業日，指示 貴公司作出平倉，或交予貴公司根據該等合約時所需之所有款項、證券、財務票據、文件及其他財產，以便 貴公司能夠根據交易所或結算公司之規則辦理交收手續，否則 貴公司可毋須事前發出通知，執行依照其認為適合之辦法及條款代本公司辦理將有關合約平倉、結算或交收手續。

6.4 We shall indemnify you on demand against all costs, claims, penalties, fines, taxes, damages and expenses incurred by you as a result of action taken by you in connection with any delivery, exercise or settlement effected pursuant to paragraph 6.3 above.

本公司須在被要求時補償 貴公司在其根據以上 6.3 段所進行任何交付、行使或平倉之有關行動所產生之費用、索償、罰款、稅項、賠償及支出。

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

- in the case of a put options, with the underlying commodity or document(s) of title needed for making delivery if required by the relevant Options Contract; and
- in the case of a call options, with sufficient immediately available funds to take delivery of the commodity.

如欲根據為帳戶訂立的期權合約行使期權，本公司須(在遵守買賣或訂立期權合約的有關交易所的規則和規例的前提下)在期權的賣家或有關的交易所或結算公司(不論誰規定最早截止日期)所規定的遞交行使指示的截止日期前或 貴公司不時指定的期限前向 貴公司遞交行使通知。該等通知必須附上下例所述方為有效:-

- 在認沽期權而言，若有關的期權合約有所規定，交付所需的有關商品或業權文件；及
- 在認購期權而言，提取商品所需的足夠現金。

6.6 Unless specifically instructed by us and subject to the terms of this Agreement, you shall have no responsibility whatsoever to tender any exercise instruction on our behalf whether on or before the relevant cut-off date.

在遵守本協議條文之大前提下，除非本公司特定指示， 貴公司並無任何責任在有關截止日期或之前，代表本公司遞交任何指示。

6.7 We acknowledge that exercise or delivery of assignment notice (where applicable) are allocated by the relevant clearing house from time to time. You will allocate such notices on a fair and reasonable basis and shall not be responsible for any delay with respect to the assignment by the clearing house or the receipt by you of such notices. We confirm that we accept an allocation on that basis.

本公司確認行使或交付通知(若適合的話)乃由有關結算公司不時分配。 貴公司將按照公平和合理原則，分配該等通知給本公司及毋須對有關結算公司延誤發出分配通知或 貴公司延誤接收該等通知承擔責任。本公司同意接受上述分配原則。

## **7 SEGREGATION OF FUNDS (獨立賬戶)**

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

貴公司為本公司的帳戶而從本公司或任何其他人士(包括結算所)所收取的全部款項、證券及其他財物，均須由 貴公司以受託人身分持有，並與 貴公司本身的資產分開。由 貴公司以上述方式持有的所有資產不得在 貴公司無力償債或清盤時，構成 貴公司資產的一部分，並須在 貴公司所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁有類似職能的高級人員後，立即歸還予本公司；

7.2 We acknowledge that in respect of your account maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of Futures Contract and Option Contract transacted on our behalf and whether or not monies, approved debt securities or approved securities paid or deposited by us has been paid to or deposited with the Clearing House, as between you and the Clearing House, you deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of us and monies, approved debt securities and approved securities paid to or deposited with the Clearing House are thereby freed from the trust set out in paragraph 7.1 above.

本公司確認就 貴公司在結算所開立的任何帳戶而言，不論該帳戶是全部或部分因代表本公司進行期貨期權買賣而開立的，以及不論本公司所支付或存放的款項、核准債務證券或核准證券是否已支付予或存放於結算所，該帳戶屬 貴公司與結算所之間的戶口， 貴公司以主事人身分操作該戶口，因此該戶口並不存在以本公司為受益人的信託或其他衡平法權益，而支付予或存放於結算所的款項、核准債務證券及核准證券亦不受第 7.1 段所提述的信託所制約；

7.3 We acknowledge that any monies, approved debt securities or approved securities received by you from us or from any other person (including the Clearing House) are held in the manners specified under paragraph 7 to 12 of the schedule 4 of SFC Code of Conduct.

本公司確認 貴公司從本公司或任何其他人士(包括結算所)收取的任何款項、核准債務證券或核准證券，均須根據證監會操守準則附表 4 第 7 至 12 段所訂明的方式。

7.4 We authorize that you may apply any such monies, approved debt securities or approved securities in the manner specified under paragraph 14 to 15 of the schedule 4 of SFC Code of Conduct and may apply such monies, approved debt securities or approved securities in or towards meeting your obligations to any party insofar as such obligations arise in connection with or incidental to Futures Contract and Options Contract transacted on our behalf.

本公司現授權 貴公司可按照證監會操守準則附表 4 第 14 至 15 段所訂明的方式，運用任何該等款項、核准債務證券或核准證券。 貴公司尤其可運用該等款項、核准債務證券或核准證券以履行其對任何人士的責任，但該等責任必須是在與其代表本公司進行期貨期權買賣有關的情況下或附帶於有關買賣而產生的。

7.5 We agree to pay interest on all margins not paid or any amount advanced to us (including arising after a judgment debt is obtained against us) at such rate and on such other terms as you have notified us from time to time.

本公司現同意就逾期保證金或任何未付款項(包括對本公司裁定的欠付債務所引起的利息)，按貴公司不時通知本公司的利率及其他條款支付利息。

7.6 We agree that you will be entitled to receive for your own account benefit all sum derived by way of interest in any trust account. We expressly waive any or all rights, claim and entitlement to such interest.

本公司現同意 貴公司有權為本身利益收取任何在信託帳戶所產生之全部利息數額，本公司現明確地放棄在該利息數額上任何或全部權利、索償及享有權。

7.7 We expressly authorize you to accept and act to (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission, telex means regarding payment or transfer of fund from our Account to our bank account stated in the Customer Information Statement upon our payment or transfer instruction.

本公司謹此授權 貴公司接納及行事(貴公司毋須強迫行事)任何指示無論口頭或書面經電話、電傳、電報媒介有關提款或轉賬款項，由本公司在 貴公司之帳戶轉賬或提款至本公司在客戶資料表格中的指定銀行戶口。

## **8. RISK DISCLOSURE STATEMENT (風險披露聲明)**

### **8.1. 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 is substantial. In some circumstances, we may sustain losses in excess of our initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, our position may be liquidated. We will remain liable for any resulting deficit in our account. We should therefore study and understand futures contracts and options before we trade and carefully consider whether such trading is suitable in the light of our own financial position and

investment objectives. If we trade options we should inform ourselves of exercise and expiration procedures and our rights and obligations upon exercise or expiry.

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，本公司所蒙受的虧蝕可能會超過最初存入的保證金數額。即使本公司設定了備用指示，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。本公司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，本公司的未平倉合約可能會被平倉。然而，本公司仍然要對本公司的帳戶內任何因此而出現的短欠數額負責。因此，本公司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本公司。如果本公司買賣期權，便應熟悉行使期權及期權到期時的程序，以及本公司在行使期權及期權到期時的權利與責任。

## 8.2 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. In light of the risks, we should undertake such transactions only if we understand the nature of the contracts (and contractual relationships) into which we are entering and the extent of our exposure to risk. Trading in futures and options is not suitable for many members of the public. We should carefully consider whether trading is appropriate for us in light of our experience, objectives, financial resources and other relevant circumstances.

本聲明並不涵蓋買賣期貨及期權的風險及其他重要事宜。就風險而言，本公司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)和本公司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，本公司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。

### 8.2.1 Futures- Effect of “Leverage” or “Gearing” (期貨 - 「槓桿」效應)

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. We may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against our position or margin levels are increased, we may be called upon to pay substantial additional funds on short notice to maintain my/our position. If we fail to comply with a request for additional funds within the time prescribed, our position may be liquidated at a loss and we shall 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，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對本公司投入或將需要投入的資金造成大比例的影響。所以，對本公司來說，這種槓桿作用可說是利弊參半。因此本公司可能會損失全部開倉保證金及為維持本身的倉盤而向有關商號存入額外金額。若果市況不利本公司所持倉盤或保證金水平提高，本公司會遭追收保證金，即須在短時間內存入額外資金以維持本身倉盤。假如本公司未有在指定時間內繳付額外的資金，本公司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。

### 8.2.2 Futures - Risk-reducing orders or strategies (期貨 - 減低風險買賣指示或投資策略)

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.

即使本公司等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。

### 8.2.3 Options - Variable degree of risk (期權 - 不同風險程度)

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

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities

for margin (see the section on Futures above). If the purchased options expire worthless, we will suffer a total loss of our investment which will consist of the option premium plus transaction costs. If we are contemplating purchasing deep-out-of-the-money options, we should be aware that the chance of such options becoming profitable ordinarily is remote.

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 unfavourably. 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.

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

期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。本公司應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權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，本公司將損失所有投資金額，當中包括所有的期權金及交易費用。假如本公司擬購入極價外期權，應注意本公司可以從這類期權獲利的機會極微。

出售(「沽出」或「賣出」)期權承受的風險一般較買入期權高得多。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。

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。

### 8.3 Additional risks common to futures and options (期貨及期權的其他常見風險)

#### 8.3.1 Terms and conditions of contracts (合約的條款及細則)

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

本公司應向替本公司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(例如在什麼情況下本公司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。

#### 8.3.2 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 by making it difficult or impossible to effect transactions or liquidate/offset positions. If we have sold options, this may increase the risk of loss.

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

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。如果本公司賣出期權後遇到這種情況,本公司須承受的虧損風險可能會增加。

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

### 8.3.3 Deposited cash and property (存放的現金及財產)

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

如果本公司為在本地或海外進行的交易存放款項或其他財產,本公司應瞭解清楚該等款項或財產會獲得那些保障,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,則可認定屬於本公司的財產將會如現金般按比例分配予本公司。

### 8.3.4 Commission and other charges (佣金及其他收費)

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

在開始交易之前,本公司先要清楚瞭解本公司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本公司可獲得的淨利潤(如有)或增加本公司的虧損。

### 8.3.5 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 a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before we trade we should enquire about any rules relevant to our particular transactions. Our local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where our transactions have been effected. We should ask the firm with which we deal for details about the types of redress available in both our home jurisdiction and other relevant jurisdictions before we 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繫的市場)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,本公司應先行查明有關將進行的該項交易的所有規則。本公司本身所在地的監管機構,將不能迫使本公司已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此,在進行交易之前,本公司應先向有關商號查詢本公司本身地區所屬的司法管轄區及其他司法管轄區可提供那種補救措施及有關詳情。

### 8.3.6 Currency risks (貨幣風險)

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in our 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(不論交易是否在本公司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。

### 8.3.7 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. Our 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: we should ask the firm with which we deal for details in this respect.

電子交易的設施是以電腦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，而本公司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，本公司應向為本公司進行交易的商號查詢這方面的詳情。

#### 8.3.8 Electronic trading (電子交易)

Trading on an electronic trading system may differ from trading on other electronic trading systems. If we undertake transactions on an electronic trading system, we shall be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that our order is either not executed according to our 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。如果本公司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，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致本公司的買賣盤不能根據指示執行，甚或完全不獲執行。

#### 8.3.9 Off-exchange transactions (場外交易)

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which we deal may be acting as our 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 we undertake such transactions, we should familiarize ourselves 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。為本公司進行交易的商號可能是本公司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、釐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，本公司在進行該等交易前，應先瞭解適用的規則和有關的風險。

#### 8.4 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 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 jurisdictions which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder. Consequently, such our assets may not enjoy the same protection as that conferred on client 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。這些法律及規例與(證券及期貨條例)(第 571 章)及根據該條例制訂的規則可能有所不同。因此，有關本公司資產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。

#### 8.5 Risk of providing an authority to hold mail or to direct mail to third party (提供代存郵件或將郵件轉交第三方的授權書的風險)

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

假如本公司向 貴公司提供授權書，允許 貴公司代存郵件或將郵件轉交予第三方，那麼本公司便須盡速親身收取所有關於本公司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。

#### 8.6 Risk on instructions by facsimile (電傳指示的風險)

We should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimile may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach to you and may thereby become known to third parties thus losing their confidential nature. You have no responsible for the occurrence of any such circumstance or for any action, claim, loss, damage, or cost by facsimile.

本公司已考慮電傳指示可能產生的風險，例如電傳簽署可能被偽造及指示可能傳送至錯誤號碼，以至未能送達 貴公司及第三者可能由此知道機密資料， 貴公司毋須就此電傳事故、事務、索償、虧損及訴訟費負上任何責任。

## 9. DISCLAIMER (免責聲明)

9.1 The following disclaimer delivered pursuant to the relevant provisions of the regulations for trading Futures and Options Contracts to be issued by the HKFE.

根據由期交所發出有關期貨合約交易及期權合約的規例的有關條文發表的免責聲明。

### 9.1.1 Futures Contracts (期貨合約)

HSI Services Limited (“HSI”) currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited (“HSDS”) from time to time (collectively, the “Hang Seng Indices”). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE 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 HKFE corresponding use of any other Hang Seng Indices for the purposes of and in connection with futures contracts based on such other Hang Seng Indices (collectively, “Futures Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Futures Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Exchange Participant 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 HKFE, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Futures Contracts or any of them. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party deals in the Futures Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSI.

恒指服務有限公司(“HSI”)現時推出、制訂及計算一系列的股市指數以及可能不時按照恒生訊息服務有限公司(“HSDS”)之要求推出、制訂及計算其他股市指數(總稱「恒指系列」)。恒指系列中的各指數之商標、名稱和制訂及計算程序均為HSDS之專有資產，產權屬於HSDS。HSI以特許權形式授予期交所使用恒生指數及其四個分類指數，恒生中資企業指數及恒生國企指數，用於以該等指數為商品的指數期貨合約的制訂、推廣及交易。HSI並可能不時以特許權形式授予期交所使用恒指系列中之任何指數於期貨合約(總稱「期貨合約」)。HSI可能於任何時間在無通知的情況下，更改恒指系列中任何的指數的制訂及計算之基礎與步驟、及其他有關之方程式、成份股和因子。而期交所亦可能於任何時間要求所指定的期貨合約以其他一個或多個指數進行交易及結算。期交所與HSDS與HSI俱不對任何參加者或其他人士保證或聲稱或擔保恒指系列或其中之指數及有關其制訂和計算或所包含的資料的準確或完整，以上所述之保證聲稱或擔保一概不被提供或被暗示提供。再者，期交所或HSDS或HSI不會就以下承擔任何責任：就期貨合約使用恒指系列或其中任何指數有關於及/或其買賣交易；HSI於制訂及計算恒指系列或其中任何指數的任何失準、疏漏、錯誤、延遲、干擾、暫停、變更或失誤(包括但不限於由疏忽引致的)；任何參與者或其他人士在期貨合約交易中因上述情況直接或間接受到的任何經濟或其他損失。任何參與者或任何人士不得向期交所及/或HSDS及/或HSI就有關上述在本免責聲明中之各點提出索償或採取法律行動。任何參與者和其他人士在完全明白本免責聲明的情況下參與期貨合約交易以及不依賴於期交所、HSDS及或HSI。

### 9.1.2 Options Contracts (期權合約)

HSI Services Limited (“HSI”) currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited (“HSDS”) from time to time (collectively, the “Hang Seng Indices”). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE 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 option contracts based on such indices respectively and may from time to time grant to the HKFE 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 “Options Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Options Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any Exchange Participant 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 HKFE, 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 Options Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Options Contracts or any of them. No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party deals in the Options Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSI.

恒指服務有限公司(“HSI”)現時推出、制訂及計算一系列的股市指數以及可能不時按照恒生訊息服務有限公司(“HSDS”)之要求推出、制訂及計算其他股市指數(總稱「恒指系列」)。恒指系列中的各指數之商標、名稱和制訂及計算程序均為 HSDS 之專有資產，產權屬於 HSDS。HSI 以特許權形式授予期交所使用恒生指數及其四個分類指數，恒生中資企業指數及恒生國企指數，用於以該等指數為商品的指數期權合約的制訂、推廣及交易。HSI 並可能不時以特許權形式授予期交所使用恒指系列中之任何指數於期權合約(總稱「期權合約」)。HSI 可能於任何時間在無通知的情況下，更改恒指系列中任何的指數的制訂及計算之基礎與步驟、及其他有關之方程式、成份股和因子。而期交所亦可能於任何時間要求所指定的期權合約以其他一個或多個指數進行交易及結算。期交所與 HSDS 與 HSI 俱不對任何參與者或其他人士保證或聲稱或擔保恒指系列或其中之指數及有關其制訂和計算或所包含的資料的準確或完整，以上所述之保證聲稱或擔保一概不被提供或被暗示提供。再者，期交所或 HSDS 或 HSI 不會就以下承擔任何責任：就期權合約使用恒指系列或其中任何指數有關於及/或其買賣交易；HSI 於制訂及計算恒指系列或其中任何指數的任何失準、疏漏、錯誤、延遲、干擾、暫停、變更或失誤(包括但不限於由疏忽引致的)；任何參與者或其他人士在期權合約交易中因上述情況直接或間接受到的任何經濟或其他損失。任何參與者或任何人士不得向期交所及/或 HSDS 及/或 HSI 就有關上述在本免責聲明中之各點提出索償或採取法律行動。任何參與者和其他人士在完全明白本免責聲明的情況下參與期權合約交易以及不依賴於期交所、HSDS 及或 HSI。

### 9.1.3 HKFE (期交所)

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

股票指數及其他所有產品經香港期貨交易所有限公司(“期交所”) 交易合約為基礎可於期交所不時發展為依據，期交所台灣指數是交易所發展為第一隻指數，期交所不時發展產品如期交所台灣指數及其他該類指數或其他所有產品(“期交所指數”) 為交易所之財產，每一期交所指數之編製處理及計算是交易所的專有財產及所有，編製處理及基準及期交所指數之計算可不時修改或更改而毋須通知，期交所不時指定期貨合約或期權合約之交易及結算是依據任何期交所指數或期交所按候補指數計算為參考作為指定處理方式，期交所對參與者或任何第三者不作出保證、聲明或擔保就任何期交所指數之準確或完整或編製及計算或任何資料涉及其外，期交所不作任何聲明、保證或擔保有關於任何期交所指數之發出或默示，另外，期交所沒有責任關於期交所或任何人士或期交所委任人士編製及計算任何期交所指數而用任何期交所指數、錯誤、錯漏、延遲、打斷、暫停、改變或 成功(包括不限於疏忽) 而引致任何參與者或任何第三者交易期貨合約或期權合約招致經濟上損失或其他損失。參照此免責聲明而引用在相關事宜，參與者或任何第三者不得就此向期交所提出索償行動或法律訴訟，任何會員或任何第三者從事期交所指數期貨合約及期權合約交易須對此免責聲明有全面知悉及不可放置信任在期交所關乎此交易。

## 10. PERSONAL DATA (個人資料)

10.1 We acknowledge that you are subject to the provision of the Personal Data (Privacy) Ordinance, which regulate your use of personal data concerning us. We confirm that the information set out in the Customer Information Statement is complete, true and correct. We undertake to promptly inform you in writing of any changes to that information. You are also authorized at any time to conduct credit enquiries on us and to verify the information provided with and including our bankers, brokers and any credit agency.

本公司確認 貴公司是根據個人資料(私隱)條例監管下使用本公司之有關資料。本公司亦確認「客戶資料表格」所載資料均屬完整、真實及正確。倘該等資料有任何變更，本公司將會迅速的以書面通知 貴公司。本公司特此授權 貴公司於任何時對本公司的信用進行查詢，及與包括本公司的銀行、經紀或任何信貸機構聯絡以核實所提供的資料。

10.2 You will keep information relation to the Account confidential, but may provide any such information to the relevant exchange, the SFC and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or your Group.

貴公司將會對本公司帳戶的有關資料予以保密，但 貴公司可以根據有關交易所、證監會及任何其他監管機構的任何適用的法律或規例或應其要求，將該等資料提供予有關交易所、證監會、任何其他監管機構及 貴集團。

10.3 The purpose for which data relating to us may be used are as follow:

- opening, administering and continuation of our Account;
- the daily operation of the loan facilities provided to us;
- making lending and credit analysis decision;
- conducting credit checks and ensuring ongoing credit worthiness of us;
- determining the amount of indebtedness owed to or by us;
- recovering of any monies owed from or liabilities incurred by us and those providing security for our obligations;
- meeting the requirements, including the requirement to make disclosure, under of any law, rules

or regulations binding on you or your Group; and/or

- for purposes of relating or incidental thereto.

本公司資料可能會用於以下各方面：

- 開立、處理及延續帳戶；
- 向本公司提供信貸金額的日常運作；
- 信貸分析；
- 信貸檢查及確證本公司有良好信用；
- 確定 貴集團與本公司相互間之債務；
- 向本公司或其擔保人追收欠款；
- 根據 貴集團須遵守的條例而作出披露；及
- 與上述有關的其他用途。

10.4 Data held by you or your Group relating to us will be kept confidential but you or your Group may provide, transfer, disclose or exchange such personal data to :

- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to you or your Group in connection with the operation of its or their business;
- any other person under a duty of confidentiality to you or your Group, including a group company of your Group, which has undertaken to keep such information confidential;
- any bank or financial institution with which we have or propose to have dealing;
- any actual or proposed assignee of you or your Group or participant or sub-participant or transferee of your Group's rights in respect of us;
- any legal, accounting or professional person, firm or body; and
- any government, law enforcement or other regulatory authority, body or entity under any applicable law, rules or regulations.

貴公司或集團會把本公司資料保密，但可能會將其資料提供與：

- 任何代理人、承包商、或者行政、電訊、電腦、支付或證券結算或其他與 貴公司或集團業務運作上提供有關服務的第三者；
- 任何對 貴公司或集團有保密責任的人，包括同一集團內對集團有保密承諾的公司；
- 任何與本公司有或將有交易的財務機構及銀行；
- 任何 貴公司或集團的實質或建議受讓人，或參與人或附屬參與人或 貴公司或集團對本公司權益的受讓人；
- 任何律師、會計師及專業人士；及
- 政府（包括所有海外的政府部門）、法庭及其他監管機構。

10.5 We acknowledge that under and in accordance with the terms of the Personal Data (Privacy) Ordinance, we have the right to:

- check whether you hold data about us and the right of access to such data;
- require you to correct any data relating to us which is inaccurate;
- ascertain your policies and practices in relation to data and to be informed of the kind of personal data held by you.

本公司確認根據個人資料（私隱）條例，本公司有權：

- 查閱 貴公司是否持有本公司的資料及有權索取該等資料；
- 要求 貴公司改正有關本公司不正確的資料；

- 知道 貴公司對資料的政策及實際上如何運用，及可獲知 貴公司持有本公司什麼資料。

10.6 In accordance with the terms of the Personal Data (Privacy) Ordinance, you have the right to charge a reasonable fee for the processing of any data access request. We request for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed to your Compliance Officer at Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong.

根據個人資料(私隱)條例規定， 貴公司對處理索取資料的要求有權收取合理費用。本公司欲索取資料或改正資料或欲知道 貴公司對資料的政策及實際上如何運用及持有什麼資料，會向 貴公司監察主任查詢，地址為香港中環皇后大道中 183 號新紀元廣場中遠大廈 32 樓 3204-07 室。

## 11. GENERAL(一般條款)

11.1 Any notice (other than any instructions relating to Transaction) given under this Agreement shall be in writing and may be delivered personally or sent by registered post or fax addressed to the party to which it is addressed, in case of CSC Futures (HK) Limited, at the address set out above and in the case of us, at the address set out in the Customer Information Statement or in both case, at such other address as may have been notified in writing to the other party hereto.

按照本協議規定作出的任何通知書(有關交易指示除外)，必須以書面形式，並以親身或掛號郵件或傳真方式送與收取通知的一方；倘為 貴公司，則送於上列地址；倘為本公司，則送於「客戶資料表格」上所載的地址；或任何由一方以書面通知另一方之其他地址。

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

有關在本協議上所產生的之任何事項上，時間將是要素。

11.3 You may at your discretion amend, delete, or substitute any of the terms herein or add new terms to this Agreement by sending to us a notice in writing setting out such amendment, deletion, substitution or addition which shall be deemed incorporated herein unless objected to in writing by us within 7 days from the date of such notice.

貴公司有酌情決定權在發出書面通知本公司列出該等修訂、刪減、取代或增訂的情況下，修訂、刪減或取代本協議任何的條款或增訂本協議之條款，該等修改將被視為已包含入本協議內，除非本公司在該通知書發出 7 天內，以書面提出反對。

11.4 No provision of this Agreement shall operate or remove, exclude or restrict any rights of us or obligations of you under the law.

本協議中任何條款在運作上不會消除、排除及限制在法律之下本公司之任何權利或 貴公司的任何責任。

11.5 The representations, warranties and undertakings in this Agreement shall be deemed to be repeated during the term of this Agreement.

本協議內的聲明、保證及承諾在本協議期間將被視為由本公司重覆作出。

11.6 This Agreement and all Transactions shall constitute valid and legal binding obligations on us.

本協議及所有交易均對本公司有有效及合法之約束力。

11.7 All rights of you pursuant to this Agreement shall also apply to any broker, agent, exchange and clearing house involved in the Transaction.

貴公司根據本協議的所有權利將適用於所有在交易中參與的經紀、代理人、交易所及結算公司。

11.8 For inactive Account, you reserve the right to charge a maintenance fee as may be prescribed by you from time to time.

對不活躍的帳戶， 貴公司保留徵收維持費的權利，該費用由 貴公司不時釐定。

11.9 If any of the provisions of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceability shall attach only to such provisions and the validity of the remaining provisions shall not be affected and this Agreement shall be carried out as if any such invalid or unenforceable provisions were not contained here.

倘本協議之任何條文被任何合資格的司法管轄權法院或監管機構或機關判定無效或不能強制執

行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本協議將繼續獲得執行，猶如該無效或不能強執行之條文並無載於本協議內一樣。

11.10 We shall not assign any of our rights and/or obligations under this Agreement to any other person except with your written consent.

本公司除非獲得 貴公司書面批准，否則本公司不得將本協議下任何本公司之權利及／或義務轉讓予任何其他人士。

## 12. ACKNOWLEDGEMENT (確認)

12.1 We acknowledge and understand that through commercial or economical benefit may be gained from the Transactions, we will also bear economic and/or commercial risk associated with such Transactions.

本公司明白及確認交易雖然可帶來商業及／或經濟上的利益，本公司亦須承擔其商業及／或經濟上的風險。

**12.2 We acknowledge and agree that you may, subject to the provisions of the Securities and Futures Ordinance and any applicable law, take the opposite position to our order in relation to any exchange traded Futures Contracts and/or Options Contracts, whether on your own account or for the account of your associated company or your other clients, PROVIDED THAT such trade is executed competitively on or through the facilities of HKFE in accordance with its rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.**

本公司確認及同意 貴公司可在不抵觸有關條例及任何適用法律規定的情況下，不論是為 貴公司本身或為其聯屬公司或其他客戶的帳戶，就任何在交易所買賣的期貨及期權合約，採取與本公司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，根據期交所規則在期交所或透過期交所的設施而執行的，或是透過任何其他商品、期貨或期權交易所的設施並根據該等其他交易所的規則及規例而執行的。

12.3 We acknowledge that our authorized person is not an employee or director of other Futures Commission Merchant of HKFE.

本公司確認本公司授權人不是期交所其他 Futures Commission Merchant 之僱員或董事。

12.4 We acknowledge that you or any of your or the Group's director, officers, staff servants or agents may trade on its or their own account or on the account of any associated company of your Group from time to time.

本公司確認 貴公司或任何 貴公司或集團其董事、主任、僱員或代理人可為其本身或為其 貴集團聯營公司帳 不時進行交易。

12.5 We acknowledge and accept that market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. We may be called upon at short notice to make additional margin deposits or demand for variation adjustments. If the required margin deposit or variation adjustments are not made within the prescribed time, our open positions may be liquidated without our consent. Moreover, we will remain liable for any resulting deficit in our Account and interest charged on our Account.

本公司再聲明及接納市場情況可能使備用交易指示，例如“止蝕”或“限價”指示無法執行，本公司可能會在短時間內被要求存入額外的催繳保證金或變價調整，假若本公司未能在指定時間內支付所需保證金或變價調整，本公司的未平倉合約可能會在未經本公司的同意下被平倉。此外，本公司將要為本公司的帳戶內因此而出現的任何短欠數額及需繳付的利息負責。

12.6 We confirm that the terms of this Agreement have been explained to us in a language which we understand. We undertake to seek independent advice in respect of the terms of this Agreement and agree to waive all rights, if any, against you or any of your or the Group's directors, officers, staff servants, or agents, for error or mistake or misrepresentation, if any, in the explanation to us of the terms of this Agreement.

本公司確認本協議的條款已用本公司明白的語言向本公司解釋。本公司承諾會對本協議的條款徵求獨立意見及同意放棄一切權利對 貴公司或 貴集團之董事、高級職員、僱員或代理人就解釋本協議之條款之錯誤、錯漏或失實陳述而作出指控（如有的話）。

12.7 In the event of any inconsistency or conflict arising in the interpretation of this Agreement, the English language version shall prevail. We hereby agree and consent to the terms and conditions herein contained

and acknowledge receipt of a copy of this Agreement.

在解釋本協議而引致任何不一致或矛盾的情況下，將以英文本為準。本公司現贊成及同意本協議內的一切條款及條件及確認收到本協議之副本。

### **13 GOVERNING LAW (管轄之法律)**

13.1 We acknowledge that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong and agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

本公司確認本協議及其詮釋均受香港法律管轄，協議各方在此承認香港法庭之非獨有審判權。

**DECLARATION BY US 聲明**


We hereby confirm that the above Agreement has been provided to us in English/Chinese at our own choice and that we have been invited to read the above Agreement to ask questions on it and to seek independent advice on it if we wish.

本公司現在確認上述協議書聲明已按照本公司所選擇的語言（英文或中文）交付給本公司，而本公司亦被邀請閱讀上述協議書及提出問題，如本公司需要，亦可徵求獨立意見。

Name(s) in Block Letter 姓名

Signature(s) 簽署

\_\_\_\_\_

\_\_\_\_\_ 

Date 日期:

**DECLARATION BY REPRESENTATIVE 代表人員聲明**

I, representative of CSC Futures (HK) Limited do hereby solemnly and sincerely declare that the above Agreement has been provided to the abovementioned person(s) in English/Chinese at his/her/their own choice and that the abovementioned person(s) has/have been invited to read the above Agreement to ask questions on it and to seek independent advice on it if he/she/they wish(es). I shall be primarily responsible for their affairs.

本人，群益期貨(香港)有限公司之代表，謹此聲明，本人已按照上述人士所選擇的語言（英文或中文）提供上述之協議書，亦曾邀請上述人士閱讀上述協議書、提出問題及徵求獨立意見。本人將會負責上述公司事務。

Name of Representative  
代表人員姓名

CE Number  
CE 號碼

Signature of Representative  
代表人員簽署

Date 日期:

**IN WITNESS WHEREOF** this Agreement has been entered into on the day and year above written.

茲見證本協議於上述年份及日期簽訂

Witness Name 見證人姓名

Witness Signature 見證人簽署

\_\_\_\_\_

\_\_\_\_\_

CE Number / Occupation (CE 號碼 / 職位) \_\_\_\_\_

Address 地址 : \_\_\_\_\_

**If signed outside Hong Kong, signing of this Agreement should be witness by a duly appointed Notary Public, Justice of the Peace, or solicitor or other competent person.**

如於香港以外地方簽署，須由正式任命的公證人、太平紳士、律師或其他相關能力人士見證簽署。

**Approved and Accepted by 同意及接納**

**CSC Futures (HK) Limited**

**群益期貨(香港)有限公司**

Name of Authorized Person 授權人姓名

Signature 簽署

\_\_\_\_\_

\_\_\_\_\_

## CERTIFIED COPY RESOLUTION (決議案核證副本)

To: CSC Futures (HK) Limited  
Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong

致：群益期貨(香港)有限公司  
香港皇后大道中183號新紀元廣場中遠大廈32樓3204-07室


The following resolutions ("Resolutions") have been duly adopted by the Board of Directors of \_\_\_\_\_ (the "Corporation") at a duly called meeting or by unanimous written consent:

以下決議已由\_\_\_\_\_ ("公司") 董事局召開妥當會議或一致書面正式通過:

- 1 Resolved, that the Corporation is authorized to establish the Account(s) with CSC Futures (HK) Limited for the purpose of dealing and/or trading in Futures Contract and Options Contracts; and  
決議授權公司於群益期貨(香港)有限公司開立戶以進行期貨合約及期權合約交易及/或買賣之用; 及
- 2 Resolved, further that the relevant Customer Trading Agreement ("Agreement") be and are hereby approved and that the Authorized Person(s) listed below is/are authorized to execute the Agreement in written on our behalf; and  
再決議相關之客戶交易協議("協議") 已被批核並授權以下授權人士以書面形式代表公司簽立; 及
- 3 Resolved, further that CSC Futures (HK) Limited be given a list (the List") of the name of Authorized Person(s) of the Corporation (together with their signatures and particulars of any required signing arrangements) authorized to give oral or written instructions on our behalf.  
再決議公司授權人士名單聯同簽署式樣及其安排詳請如下, 作為代表公司發出口頭或書面指示之用。

### The List(名單)

Name of Authorized Person(s) referred to in Resolution (2) and (3) above.  
依據上述決議2及3之授權人士:

	Name(s) (姓名)	Position(s) (職銜)	Specimen Signature(s) (簽署式樣)
1			
2			
3			
4			
5			

**Written Instruction (書面指示)**

由任何 \_\_\_\_\_ 以上簽署方為有效  
Given by any \_\_\_\_\_ of the above signatories will be valid

**Oral Instruction (口頭指示)**

由任何一位 \_\_\_\_\_ 方為有效  
Given by any one of \_\_\_\_\_ will be valid

I HEREBY CERTIFY that the foregoing Resolutions are a complete, true and the Resolutions duly passed and adopted the Board of Directors of the Corporation and that the said resolutions have been duly entered in the minutes book of the Corporation and signed by me as Chairman and are in accordance with the Articles of Association of the Corporation and that the same has not been rescinded or modified and remain in full force and effect.

本人現證明上文之決議案完整、真實及得到公司董事局妥當正式通過，該決議案已由本人以主席身份簽署並妥當載入公司會議紀錄冊內，沒有 除、修改及與本決議案一致十足效力及作用。

I further certify that the name of the Authorized Person(s) required to operate the Account on behalf of the Corporation and their specimen signature, as supplied to CSC Futures (HK) Limited, are correct and genuine.

本人再聲明提供給群益期貨(香港)有限公司之授權人士名單及式樣完整及真實。

Date 日期:

\_\_\_\_\_  
Chairman of the Meeting  
會議主席

\_\_\_\_\_  
Director/ Company Secretary  
董事/秘書

A/C NO.:

□□□□□□□□

( for office use only )

To: **CSC Futures (HK) Limited**  
群益期貨(香港)有限公司

**CUSTOMER INFORMATION STATEMENT**  
**客戶資料表格**

( **CORPORATE** 公司 )

\* Delete if not applicable 刪除不適用

✓ as appropriate 適用請 ✓

<b>1. Name of Company / Corporation 公司名稱</b> ( In English 英文 ) _____ ( In Chinese 中文 ) _____		
<b>2. Trading Name 經營名稱</b> ( if different from above 如有異於上述 )		
<b>3 Corporate Information 公司資料</b>		
Place of Incorporation / Establishment 註冊 / 成立地點		Date of Incorporation 成立日期
Registered number in country of incorporation / establishment 註冊地的註冊編號		
Business registration number ( Hong Kong ) 香港商業登記編號		
Registered Office in country of incorporation / establishment 註冊地的註冊辦事處地址		
Principal place of business in Hong Kong ( if different from Registered Office ) 香港總辦事處地址 ( 如異於註冊辦事處 )		
Phone No(s). 公司電話	Facsimile No(s). 傳真號碼	Telex No(s). 電傳號碼
Brief description of nature of business 簡述公司業務性質		
Nature of entity ( i.e. private limited company, public limited company, association, society etc.) 公司性質 ( 如私人有限公司、公眾有限公司、協會或社團等 )		
Address for correspondence and forwarding of confirmations and statements 單據往來地址		
<input type="checkbox"/> Registered Office 公司註冊地址	<input type="checkbox"/> Place of Business 香港公司地址	<input type="checkbox"/> Other (specify) 其他 (請註明): _____

<b>4. Financial Background 財務狀況</b>			
Paid-up Capital 繳足股本		Net Asset Value (in HK\$) 淨資產值 (以港幣計)	
Net Profit ( after tax ) in preceding 3 years 以上三年除稅後溢利			
Year 年份	_____	HK\$ 港幣	_____
Year 年份	_____	HK\$ 港幣	_____
Year 年份	_____	HK\$ 港幣	_____
Address of properties owned 物業地址			
1. _____			
2. _____			
<b>5. Corporate Structure 公司結構</b>			
The individuals who hold 10% or more of the ultimate beneficial interest of the Company (not applicable to public listed companies) 有百分之十或以上之公司最終權益擁有人 (上市公司不用填寫)			
<u>Name(s)</u> 姓名	<u>Address</u> 地址	<u>(%)</u> 百份率	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Particular of Directors of the company 董事資料細節			
<u>Name(s)</u> 姓名	<u>Address</u> 地址	<u>HKID No(s)</u> 身份證號碼	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
<b>6. Credit Reference 信貸參考</b>			
Bank references ( including address, type of account and account number ) 銀行提述 (包括地址、戶口類別及號碼)			
<u>Name of Bank(s)</u> 銀行名稱	<u>Address</u> 地址	<u>Type of Account</u> 戶口類別	<u>Account No(s)</u> 戶口號碼
_____	_____	_____	_____
_____	_____	_____	_____
Other Brokerage or Dealer references (including address, type of account (eg. cash or margin and nature of securities) and account number): 其他經紀或交易商提述 (包括地址、戶口類別 (現金或按金及證券性質) 及戶口號碼)			
<u>Name of Broker(s)</u> 經紀名稱	<u>Address</u> 地址	<u>Type of Account</u> 戶口類別	<u>Account No(s)</u> 戶口號碼
_____	_____	_____	_____
_____	_____	_____	_____

<b>7</b>	<b>Investment Objectives and Experience 投資目的及經驗</b>		
<b>Investment Objectives 投資目的</b>			
Capital Investment and Income 資本投資及收入	<input type="checkbox"/>	Hedging 對沖	<input type="checkbox"/>
Speculation 投機	<input type="checkbox"/>	Other (specify) 其他 (請註明):	<input type="checkbox"/>
<b>Investment Experience 投資經驗</b>			
<b>Products</b> 商品	<b>Years</b> 年份	<b>Average Portfolio Value (HK\$)</b> 平均貨值 (以港幣計)	
Stock, Shares, Debentures or other Securities 股票、債券及其他證券	_____	_____	
Leveraged Foreign Exchange 槓桿外匯	_____	_____	
Precious Metals 貴重金屬	_____	_____	
Futures/Option 期貨 / 期權	_____	_____	
Others 其他 : (specify 請註明)	_____	_____	
Other relevant investment experience: 其他有關投資經驗			
_____			
_____			
<b>8.</b>	<b>Other Accounts 其他戶口</b>		
Particulars of any and all other accounts (whether individual, joint, corporate, trustee) beneficially held, owned or operated by the Company, its subsidiaries or related companies for or on its or their behalf or for any another person(s), body or corporation or in which the Company, its subsidiaries or related companies has an interest (whether direct or indirect) with CSC Futures (HK) Limited or any of its subsidiaries or associated companies.			
其他戶口詳情(無論個人、聯名、公司、託管), 本公司或本公司代表他人、公司、有直接或間接利益在群益期貨(香港)有限公司及其附屬或聯營公司由本公司實益持有、擁有或運作。			
<u>Account Name(s)</u> 戶口名稱	<u>Account Number(s)</u> 戶口號碼		
_____	_____		
_____	_____		
<b>9</b>	<b>Trading Authorization 交易授權</b>		
The following person(s) is or are authorized on behalf of the Company to give written and / or oral instructions in relation to the trading of the account. 本公司現授權下列人仕以書面或口頭指示在本戶口進行交易事而。			
<u>Name(s) (English &amp; Chinese)</u> 姓名 (中文及英文)	<u>HKID or Passport No(s).</u> 香港身份證或護照號碼	<u>Phone No(s).</u> 電話號碼	<u>Signature(s)</u> 簽署
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

<b>10</b>	<b>*Bank Account Information 銀行資料</b>	
<p>All fund payable will be credited to our following bank account only 請將款項存入以下本公司之銀行賬戶</p> <p><b><u>Name of Bank 銀行</u></b>    <b><u>Address 地址</u></b>    <b><u>Type of Account 類別</u></b>    <b><u>Account Number 賬號</u></b></p> <p>_____</p>		
<b>11.</b>	<b>Declaration 聲明書</b>	
<p>We hereby declare that we are the ultimate beneficial owner(s) of the account. 本公司現宣佈本公司為該戶口之最終實益擁有人 If not, please state full name of the actual beneficiary(ies) 若否、請列明實際受益人</p> <p>_____</p>		
<p>We confirm that our Authorized Person is not an employee or a consultant of Licensed Corporation or Registered Institution with the Securities and Futures Commission in Hong Kong. 本公司確認本公司授權人不是香港證監會持牌法團或註冊機構之職員或顧問。 If yes, please state and enclose the consent from the relevant Licensed Corporation or Registered Institution to the application. 若是，請列明及附上相關持牌法團或註冊機構同意書。</p> <p><b>Name of Corporation</b>                      <b>CE No</b>                      <b>Type of Regulated Activity(ies)</b> <b>機構名稱</b>                                      <b>註冊編號</b>                      <b>受規管類別</b></p> <p>_____</p>		
<p>We hereby confirm that the information provided in this Customer Information Statement is complete and accurate in all respects. We hereby undertake and covenant with you to notify you in writing forthwith of any material change to that information. You are authorized to conduct credit enquiries to verify the information provided for the purpose of ascertain the financial situation and investment objectives of us. 本公司確認本「客戶資料表格」中所載資料均屬完整及正確。本公司承諾及保證倘若該等資料有任何重要變更，本公司將會立即以書面通知 貴公司。本公司特此授權 貴公司對本公司之信用進行查詢，以核實本公司之財政狀況及投資目標。</p> <p style="text-align: right;">x _____ x </p> <p>Duly authorized officer(s) For and on behalf of the Customer ( Company chop ) 公司授權人簽署 (公司印) Print Name(s) 客戶名稱 Date 日期</p>		
<b>Note: This Customer Information Statement must be accompanied by 此客戶資料表格要附有:</b>		
1.	Memorandum & Articles of Association	公司組織章程大綱及細則
2.	Business Registration Certificate	商業登記證
3.	Certificate of Incorporation	公司註冊證書
4.	Copy Identify Cards / Passport of directors	董事身份証/護照副本
5.	Copy Identify Cards / Passport of authorized persons	授權人身份証/護照副本
6..	Last two years Audited Financial Statement	最近二年公司審計帳目

**STANDING AUTHORITY 常設授權\***

To: CSC Futures (HK) Limited  
CSC Securities (HK) Limited  
Unit 3204-07, 32/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong

致： 群益期貨(香港)有限公司  
群益證券(香港)有限公司  
香港皇后大道中 183 號新紀元廣場中遠大廈 32 樓 3204-07 室

Dear Sirs:  
敬啟者：

**Re: Standing Authority – Payment or Transfer Instruction**  
**關於： 常設授權 - 提款或轉賬指示**

We hereby authorize you to accept and act on (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission or telex regarding payment or transfer of funds from any of our account(s) in CSC Futures (HK) Limited to any of our account in CSC Securities (HK) Limited or from any of our account (s) in CSC Securities (HK) Limited to any of our account(s) in CSC Futures (HK) Limited upon our payment or transfer instruction. Any payment or transfer transaction effect by you on the basis of instructions, oral or written, given or purported to be given by us or our authorized person(s) by telephone, facsimile transmission or telex shall be binding upon us whether made with or without our authority, knowledge or consent.

This authority shall be for a period of up to 12 months and may be renewed for subsequent periods of 12 months either with our written consent or if we do not object to renewal within 14 days of receipt of a written notice from you given at least 14 days prior to the expiry of the authority. You shall give a written confirmation of the renewal of the authority within one week after the expiry of the previous authority. This authority may be revoked at any time by us pursuant to the relevant terms mentioned in Customer Trading Agreement.

本公司謹此授權 貴公司接納及行事（貴公司毋須強迫行事）任何指示無論口頭或書面經電話、電傳或電報有關提款或轉賬款項，由群益期貨(香港)有限公司之本公司帳戶轉至群益證券(香港)有限公司之本公司戶口或由群益證券(香港)有限公司之本公司帳戶轉至群益期貨(香港)有限公司之本公司戶口。本公司或本公司之授權人提出任何指示無論口頭或書面經電話、電傳或電報有關上述提款或轉賬款項將會對本公司有約束力，無論有無本公司之授權，知悉，或同意。

此授權書將維持有效 12 個月或不多於 12 個月並可於下列情況予以續期，每次續期可有效 12 個月：本公司以書面形式同意續期；或 貴公司於授權書有效期屆滿前不少於 14 日向本公司發出書面通知，而本公司於此到通知後 14 日內未有提出反對續期。 貴公司須於前一份授權書失效後一星期內以書面形式確認授權書的續期。本公司可根據客戶交易協議有關條款段隨時撤銷此授權書。

Date the            day of            20  
日期

Yours faithfully,

\_\_\_\_\_   
Customer's Signature

客戶簽署

Account Name:

客戶姓名

Account No.:

客戶賬號

**\*(This document is not compulsory. If not applicable, please do not sign the above standing authority.)**

**\*(此文件不是強制性。若不適用，請勿在上述常設授權書簽署。)\***