

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

> Individual / Joint Account 個人 / 聯名帳戶

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, I/we may sustain losses in excess of my/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. I/We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my/our position may be liquidated. I/We will remain liable for any resulting deficit in my/our account. I/We should therefore study and understand futures contracts and options before I/we trade and carefully consider whether such trading is suitable in the light of my/our own financial position and investment objectives. If I/we trade options I/we should inform myself/ourselves of exercise and expiration procedures and my/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,本人/吾等所蒙受的虧蝕可能會 超過最初存入的保證金數額。即使本人/吾等設定了備用指示,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。本人/吾等可能會在短時 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,本人/吾等的未平 倉合約可能會被平倉。然而,本人/吾等仍然要對本人/吾等的帳戶內任何因此而出現的短 欠數額負責。因此,本人/吾等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人/吾等。如果本人/吾等買賣期權,便 應熟悉行使期權及期權到期時的程序,以及本人/吾等在行使期權及期權到期時的權利與責 任。

	<u>Content</u>	目錄	<u>頁數</u>
1.	The Interpretation	釋義	1
2.	The Account	帳戶	3
3.	Laws and Rules	規則及規例	4
4.	Transactions	交易	5
5.	Margin Calls	催缴保證金	8
6.	Delivery and Settlement	交收及結算	9
7.	Segregation of Funds	獨立賬戶	10
8.	Risk Disclosure Statement	風險披露聲明	11
9.	Disclaimer	免責聲明	15
10.	Personal Data	個人資料	18
11.	General	一般條款	19
12.	Acknowledgement	確認	20
13.	Governing Law	管轄之法律	21
Signed I	Page	簽署版	22
Customer Information Statement		客户資料表格	23
Standing Authority – Payment or Transfer Instruction		常設授權-提款或轉賬指示	27

This is an important document. Please read and understand the whole booklet and then sign on the Page 22, 25, 26 & 27.

此乃重要文件,敬請閱讀及明瞭整部小冊子,然後在第22、25、26及27頁簽署。

CUSTOMER TRADING AGREEMENT 客戶交易協議

(Individual 個人 / Joint 聯名)

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 (General Line : (852)2530-9966 General Fax no.:(852)2104-6006)

致:群益期貨(香港)有限公司

證券及期貨事務監察委員會("證監會")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")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 (總機: (852)2530-9966 傳真.:(852)2104-6006)

I/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:

本人/吾等(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人/吾等之名義開 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 Contact/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 Contract and/or Options Contracts in respect of any of the above and in each case whether or not the item in 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準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準及註冊的從事 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 (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不時制定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 me/us and the sale, purchase, liquidation, closing out, effecting delivery and settlement of such contracts.

「**交易**」指 貴公司按照本人/吾等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 I/We hereby confirm that the information provided in this Agreement and in the Customer Information Statement is complete and accurate in all respects. I/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 purposes of ascertain the financial situation and investment objectives of me/us.

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

2.2 I/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 my/our name, beneficial identity and such other information concerning me/us to HKFE, the SFC or the relevant exchanges to comply with their requirements or requests for information. I/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 me/us or the imposition of a margin surcharge on the positions of me/us.

貴公司會對本人/吾等帳戶有關資料予以保密,但貴公司根據證監會、期交所及有關交易所的規 定或應其要求, 可提供不限於本人/吾等之名稱、實益身份及其他有關資料。本人/吾等進一步確 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人/吾等要 求將本人/吾等之合約平倉或向本人/吾等未平倉之合約徵收保證金附加費。

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

本人/吾等現聲明本人/吾等是該帳户之最終受益人及唯一擁有該帳户之人士。

2.4 I/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 me/us any such information.

本人/吾等承認 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。本人/吾 等同意 貴公司並無責任向本人/吾等披露任何有關資料。

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

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

2.6 If the Account is owned by more that one person, the liabilities of us shall be joint and several. The liabilities of a deceased or incapacitated joint account holder shall cease only with regard to transactions made subsequent to the receipt by you.

倘帳戶包括多於一位人士,則上述每一位人士須共同及個別承擔帳戶責任。若其中任何一位聯 名帳戶人士或合伙人辭世或成為不適合人士,在 貴公司已收到有關死亡或不適合人士的書面通知的 情況下,該位辭世或不適合(視情況而定)的人士,便無需承擔其後的交易之責任。

2.7 If the Account is joint account, I/we hereby declare that the account is a joint account with right of

survivorship. In the event of death of any of joint account holders, the estate of the deceased joint account holder or the surviving joint holder(s) shall immediately notify you in writing of the relevant death and shall produce and deliver to you true copies of such proofs of death, tax waiver and such other documents as you may in its sole discretion require.

每一位聯名帳戶持有人現聲明該帳戶是聯名帳戶享有生存者取得權。倘若其中一人去世,遺產 承繼人或帳戶生存者須立即以書面通知 貴公司有關死訊及提交死亡證及寬免稅項文件等之正本, 貴公司有完全酌情權要求其它有關文件的正本。

2.8 Each of joint account holders shall have the authority to exercise all the rights, power and discretion hereunder and to deal with you as if each of us alone was the holder of the Account without notice to the other. You may follow the instructions of any of us concerning the Account and shall not be obliged to inquire into or see to the application of any monies or properties between the joint account holders.

每一位聯名帳戶的持有人,在毋須通知其他聯名帳戶人的情況下,均有權行使所有本協議內的 權利、權力及酌情權,及與 貴公司協商。在這情況下, 貴公司可根據任何位聯名 口持有人有 關該帳戶的指示,而毋須向其他聯名帳戶持有人作出查詢或介定有關聯名帳戶持有人之間的任何財 產分配。

2.9 Each of the joint account holders agrees to be bound by this Agreement notwithstanding that any person intend to sign or to be bound by this Agreement may not to be or be bound and notwithstanding that this Agreement may be invalid or unenforceable against any one or more of the undersigned (whether or not the deficiency is known to you).

儘管任何準備簽署本協議或準備受本協議約束的人士不可以簽署或不受本協議之約束,及儘管 本協議對任何一位或多位簽署者無效或有不可執行的情況,不論 貴公司是否知悉此問題,每一位聯 名帳戶持有人均同意接受本協議之約束本人/吾等。

2.10 I/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 my/our Transactions.

本人/吾等不得撤回指示 貴公司將本人/吾等在 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 貴公司由於本人/吾等之交易而招致的一切實際或 或有負債。

2.11 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 me/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毋須提出任何理由結束帳戶,而毋 須對本人/吾等以終止本協議而結束帳戶負任何責任。

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 me/us.

所有代本人/吾等進行的交易,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人/吾等具有約束力。

3.2 I/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.

本人/吾等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人/吾等之保障程度及類別,則可能與 期交所規則所提供予本人/吾等之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 I/we thereby suffer a pecuniary loss, I/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, I/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,以致本人/吾等蒙受金錢上的損失,本人/吾等知 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 本人/吾等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,本人 /吾等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 my/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 貴公司將以本人/吾等之代理人身份進行交易。

4.2 I/We acknowledge and agree that I/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 me/us or to any other person claiming under or through me/us, for any claim made with respect to the receipt and execution of any such Transactions.

本人/吾等承認及同意本人/吾等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人/吾等或任何其他經本人/吾等 索償的人士負責。

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

本人/吾等明白及同意 貴公司可以監聽或記錄本人/吾等與 貴公司之電話談話內容以供 貴公司核實本人/吾等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 me/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人 /吾等具有約束力,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 I/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 me/us as a result of any delay, failure or inaccuracy in the transmission or communication of instructions or orders.

本人/吾等確認及同意 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,此損失由本人/吾 等承擔。

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

本人/吾等確認由 貴公司根據本人/吾等指示進行所有交易是根據本人/吾等自己的判斷及決定作出,而並非基於 貴公司之選擇或建議而進行交易。

4.8 On all Transactions, I/we shall pay your commissions and charges, as notified to me/us, as well as applicable levies imposed by the exchange from time to time, all applicable stamp duties, bank charges, fees, and other expenses. I/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 me/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 貴公司通知本人/吾等之交易佣金和收費,本人/吾等同意須向 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。本人/吾等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,費用須由本人/吾等承擔。 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 I/We acknowledge and agree that the Clearing House may do all thing necessary to transfer any open positions held by you on behalf of me/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.

本人/吾等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 貴公司代表本人/吾等持有的任何未平倉合約及該本人/吾等在 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 I/we reside or give any orders to you outside Hong Kong, I/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 my/our orders are given. I/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 my/our residing or giving of any such orders outside Hong Kong.

倘本人/吾等住處或向 貴公司發出任何指令的地點為香港以外的地方,本人/吾等同意確保 及表明該等指令之發出將遵從於本人/吾等發出指令的有關司法管轄區的任何及一切適用法律。本人 /吾等進一步同意於被要求時償付 貴公司可能因本人/吾等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 me/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 me/us provided that if any such action is taken by you, I/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,亦毋須根據本人/吾等指示,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 貴公司代表本人/吾等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。惟本人/吾等同意並承諾,若 貴公司 採取任何行動,本人/吾等將補償 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 me/us pursuant to this Agreement which may be executed on more than one exchange may be executed on any exchange as you may select.

本人/吾等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 在任何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 me/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,對本人/吾 等均具約束力。

4.14 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication shall be deemed as correct and confirmed by me/us unless you shall receive from me/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人/吾 等確認,除非 貴公司於七天內接獲本人/吾等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)以專人速遞,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 me/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 my/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 贵公司代表本人/吾等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人/吾等,而本人/吾等須承擔 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,並入帳到本人/吾等帳戶。

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人/吾等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 me/us in relation to contract specifications, a full explanation of margin procedures and the circumstances under which my/our positions may be closed without my/our consent. I/We should make the necessary equiries and be fully aware of the contract specifications for each Futures Contact and/or Options Contract before placing such orders.

貴公司須提供本人/吾等有關合約規格、保證金手續之詳細說明及 貴公司可在何種情況下可 以未經本人/吾等同意而將本人/吾等之交易平倉。在落盤前,本人/吾等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 I/We hereby confirm that I/we have read and understood the following options information before placing such options orders.

在期權合約落盤前,本人/吾等現確認本人/吾等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。

<u>Premium 溢價</u> Calculation of contract value; payment of premium. 計算合約值;繳交溢價。

Margin 保證金

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

本人/吾等所須之保證金額;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 I/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 me/us if, in the opinion of the HKFE or the Chief Executive, I/we am/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.

本人/吾等確認 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,或可要求代表本人/吾等將合約平倉,因為期交所認為這些本人/吾等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 I/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 I/we hereby agree and undertake to pay or provide to you such sums upon demand by you.

本人/吾等確認 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,而本人/吾等亦同意並承諾必須在要求的期限內,履行有關之要求。

5.2 I/We further acknowledge that you may require more margin or variation adjustment than that specified by the HKFE and/or Clearing House and I/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.

本人/吾等進一步確認 貴公司可以要求本人/吾等繳交較期交所及/或結算公司所訂明的水 平為高的保證金或變價調整,而本人/吾等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 I/We further acknowledge you has the right at your discretion without notice me/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.

本人/吾等確認 貴公司有權而毋須通知本人/吾等,當本人/吾等未能在本條款中第 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 I/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.

本人/吾等確認,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 me/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 貴公司對本人/吾等產生任何責任。

5.6 Where any security is deposited with you as margin to secure the obligations of me/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 me/us to satisfy any margin or other requirements of the exchange, clearing house or broker.

對任何存放於 貴公司作為保証本人/吾等在本協議下責任的保證金或抵押品, 貴公司有權在 毋須通知本人/吾等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 I/We shall, forthwith upon request by you, supply in relation to any Futures Contact and Options Contract entered into by you on my/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).

本人/吾等在 貴公司的要求後,須即時就任何 貴公司以本人/吾等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 me/us is made on the understanding that I/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 I/we give timely instructions to you to liquidate the open positions to avoid physical delivery.

每一張由 貴公司代本人/吾等訂立之期貨合約及期權合約,乃基於本人/吾等可能要求執行 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),除非本人/吾等及時給予 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, I/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 me/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 me/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,本人/吾等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人/吾等 辦理將有關合約平倉、結算或交收手續。

6.4 I/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.

本人/吾等須在被要求時補償 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, I/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,本人/吾等須(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:-

- 在認法期權而言,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 me/us and subject to the terms of this Agreement, you shall have no responsibility whatsoever to tender any exercise instruction on my/our behalf whether on or before the relevant cut-off date.

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

6.7 I/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. I/We confirm that I/we accept an allocation on that basis.

本人/吾等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人/吾等而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。本人/吾等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 me/us or from any other person (including the Clearing House) for the account of me/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 me/us promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of your business or assets.

貴公司為本人/吾等的帳戶而從本人/吾等或任何其他人士(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 還予本人/吾等。

7.2 I/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 Options Contract transacted on my/our behalf and whether or not monies, approved debt securities or approved securities paid or deposited by me/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 me/us and monies, approved debt securities and approved securities paid to or deposited with the Clearing House, securities paid to or deposited with the Clearing House are thereby freed from the trust set out in paragraph 7.1 above.

本人/吾等確認就 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該 本人/吾等進行期貨期權買賣而開立的,以及不論該本人/吾等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,該戶口屬 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人/吾等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 I/We acknowledge that any monies, approved debt securities or approved securities received by you from me/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.

本人/吾等確認 貴公司從本人/吾等或任何其他人(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 I/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 Contact and Options Contract transacted on my/our behalf.

本人/吾等現授權 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人/吾等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 I/We agree to pay interest on all margins not paid or any amount advanced to me/us (including arising after a judgment debt is obtained against me/us) at such rate and on such other terms as you have notified

me/us from time to time.

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

7.6 I/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. I/We expressly waive any or all rights, claim and entitlement to such interest.

本人/吾等現同意 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,本人/吾等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 I/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 my/our Account to my/our bank account stated in the Customer Information Statement upon my/our payment or transfer instruction.

本人/吾等謹此授權 貴公司接納及行事(貴公司並無義務接納及處理)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,由本人/吾等在 貴公司之帳戶轉賬或提款至本 人/吾等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. <u>Risk of trading futures and options (期貨及期權交易的風險)</u>

The risk of loss in trading futures contracts or options is substantial. In some circumstances, I/we may sustain losses in excess of my/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. I/We may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, my/our position may be liquidated. I/We will remain liable for any resulting deficit in my/our account. I/We should therefore study and understand futures contracts and options before I/we trade and carefully consider whether such trading is suitable in the light of my/our own financial position and investment objectives. If I/we trade options I/we should inform myself/ourselves of exercise and expiration procedures and my/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,本人/吾等所蒙受的虧蝕可能會超過最 初存入的保證金數額。即使本人/吾等設定了備用指示,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。本人/吾等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,本人/吾等的未平倉合約可能會被平倉。然而, 本人/吾等仍然要對本人/吾等的帳戶內任何因此而出現的短欠數額負責。因此,本人/吾等在買 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 適合本人/吾等。如果本人/吾等買賣期權,便應熟悉行使期權及期權到期時的程序,以及本人/ 吾等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, I/we should undertake such transactions only if I/we understand the nature of the contracts (and contractual relationships) into which I/we am/are entering and the extent of my/our exposure to risk. Trading in futures and options is not suitable for many members of the public. I/we should carefully consider whether trading is appropriate for me/us in light of my/our experience, objectives, financial resources and other relevant circumstances.

本聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言,本人/吾等在進行任何上 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)和本人/吾等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,本人/吾等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 me/us as well as for me/us. I/We may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain my/our position. If the market moves against

my/our position or margin levels are increased, I/we may be called upon to pay substantial additional funds on short notice to maintain my/our position. If I/we fail to comply with a request for additional funds within the time prescribed, my/our position may be liquidated at a loss and I/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人/吾等投入或將需要投入的資金造成大比例 的影響。所以,對本人/吾等來說,這種槓桿作用可說是利弊參半。因此本人/吾等可能會損失全部 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。若果市況不利本人/吾等所持倉盤或保 證金水平提高,本人/吾等會遭追收保證金,須在短時間內存入額外資金以維持本身倉盤。假如本人 /吾等未有在指定時間內繳付額外的資金,本人/吾等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本人/吾等承擔。

8.2.2 Futures - Risk-reducing orders or strategies (期貨 - 减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.

即使本人/吾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 option (i.e. put or call) which they contemplate trading and the associated risks. I/We should calculate the extent to which the value of the options must increase for my/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, I/we will suffer a total loss of my/our investment which will consist of the option premium plus transaction costs. If I/we are contemplating purchasing deep-out-of-the-money options, I/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(即認活 期權或認購期權)以及相關的風險。本人/吾等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,本人/吾 等將損失所有投資金額,當中包括所有的期權金及交易費用。假如本人/吾等擬購入極價外期權,應 注意本人/吾等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)

I/We should ask the firm with which I/we deal about the terms and conditions of the specific futures or options which I/we am/are trading and associated obligations (e.g. the circumstances under which I/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.

本人/吾等應向替本人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人/吾等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 I/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。如果本人/吾等賣出期權後遇到這種情況,本人/吾等須承受的虧損風險可能會增 加。

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

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

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

如果本人/吾等為在本地或海外進行的交易存放款項或其他財產,本人/吾等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, 則可認定屬於本人/吾等的財產將會如現金般按比例分配予本人/吾等。

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

Before I/we begin to trade, I/we should obtain a clear explanation of all commission, fees and other charges

for which I/we shall be liable. These charges will affect my/our net profit (if any) or increase my/our loss.

在開始交易之前,本人/吾等先要清楚瞭解本人/吾等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人/吾等可獲得的淨利潤(如有)或增加本人/吾等的虧損。

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 I/we trade I/we should enquire about any rules relevant to my/our particular transactions. My/Our local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where my/our transactions have been effected. I/We should ask the firm with which I/we deal for details about the types of redress available in both my/our home jurisdiction and other relevant jurisdictions before I/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,本人/吾等 應先行查明有關將進行的該項交易的所有規則。本人/吾等本身所在地的監管機構,將不能迫使本人 /吾等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,本人/吾等應先向有關商號查詢本人/吾等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 my/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(不論交易是否在本人/吾等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 <u>Trading facilities (交易設施)</u>

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. My/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: I/we should ask the firm with which I/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,而本人/吾等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, 本人/吾等應向為本人/吾等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 I/we undertake transactions on an electronic trading system, I/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 my/our order is either not executed according to my/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。如果本人/吾等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人/吾等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 I/we deal may be acting as my/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 I/we undertake such transactions, I/we should familiarise myself/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。為本人/吾等進行交易的商

號可能是本人/吾等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,本人/吾等在進行該等交易前,應先瞭解 適用的規則和有關的風險。

8.4 <u>Risk of client assets received or held outside Hong Kong(在香港以外地方收取或持有的客户資產的</u> 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 my/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,有關本人/吾等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 <u>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</u> 交第三方的授權書的風險)

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

假如本人/吾等向 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,那麼本人/ 吾等便須盡速親身收取所有關於本人/吾等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 <u>Risk on instructions by facsimile(電傳指示的風險)</u>

I/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.

本人/吾等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 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 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 license the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of futures contracts based on such indices respectively and may from time to time grant to the 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 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証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,以上所述之保証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。

9.2 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 license the use of the Hang Seng Index and the four Sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of 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証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,以上所述之保証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。

9.3 <u>HKFE (期交所)</u>

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 Exchange. 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交易所不時發 展為依據,期交所台灣指數是期交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")為期交所之財產,每一期交所指數之編製處理及計算是 期交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侯補指數計算為參 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、改變或失效(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,任何參與者或任 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 I/We acknowledge that you are subject to the provision of the Personal Data (Privacy) Ordinance, which regulate your use of personal data concerning me/us. I/We confirm that the information set out in the Customer Information Statement is complete, true and correct. I/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 me/us and to verify the information provided with and including my/our bankers, brokers and any credit agency.

本人/吾等確認 貴公司是根據個人資料(私隱)條例監管下使用本人/吾等之有關資料。本 人/吾等亦確認「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,本人/ 吾等將會迅速的以書面通知 貴公司。本人/吾等特此授權 貴公司可隨時對本人/吾等的信用進行 查詢,及與包括本人/吾等的銀行、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.

貴公司將會對本人/吾等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 me/us may be used are as follow:

- opening, administering and continuation of my/our Account;
- the daily operation of the loan facilities provided to me/us;
- making lending and credit analysis decision;
- conducting credit checks and ensuring ongoing credit worthiness of me/us;
- determining the amount of indebtedness owed to or by me/us;
- recovering of any monies owed from or liabilities incurred by me/us and those providing security for my/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.

本人/吾等資料可能會用於以下各方面:

- 開立、處理及延續帳戶;
- 向本人/吾等提供信貸金額的日常運作;
- 信貸分析;
- 信貸檢查及確證本人/吾等有良好信用;
- 確定 貴集團與本人/吾等相互間之債務;
- 向本人/吾等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 me/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 I/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 me/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人/吾等資料保密,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;
- 任何與本人/吾等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 貴公司或集團對本人/吾等權益的受讓人;
- 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 I/We acknowledge that under and in accordance with the terms of the Personal Data (Privacy) Ordinance, I/we have the right to:

- check whether you hold data about me/us and the right of access to such data;
- require you to correct any data relating to me/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.

本人/吾等確認根據個人資料(私隱)條例,本人/吾等有權:

- 查問 貴公司是否持有本人/吾等的資料及有權索取該等資料;
- 要求 貴公司改正有關本人/吾等不正確的資料;
- 知道 貴公司對資料的政策及實際上如何運用,及可獲知 貴公司持有本人/吾等什麼資料。

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. I/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。本人/吾等欲索 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 me/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;倘為本人/吾等,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 me/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 me/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人/吾等列出該等修訂、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 非本人/吾等在該通知書發出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 me/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人/吾等之任何權利或 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人/吾等重覆作出。

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

本協議及所有交易均對本人/吾等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 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other person except with your written consent.

本人/吾等除非獲得 貴公司書面批准,否則本人/吾等不得將本協議下任何本人/吾等之權 利及/或義務轉讓予任何其他人士。

12. ACKNOWLEDGEMENT (確認)

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

本人/吾等明白及確認交易雖然可帶來商業及/或經濟上的利益,本人/吾等亦須承擔其商業 及/或經濟上的風險。

12.2 I/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 my/our order in relation to any exchange traded Futures Contacts 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.

本人/吾等確認及同意 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,採取與本人 /吾等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 I/We acknowledge that I/we am/not an employee or director of other Futures Commission Merchant of HKFE.

本人/吾等確認本人/吾等不是期交所其他 Futures Commission Merchant 之僱員或董事。

12.4 I/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.

本人/吾等確認 貴公司或任何 貴公司或集團其董事、高級職員、僱員或代理人可為其本身 或為其 貴集團聯營公司帳戶不時進行交易。

12.5 I/We acknowledge and accept that market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. I/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, my/our open positions may be liquidated without my/our consent. Moreover, I/we will remain liable for any resulting deficit in my/our Account and interest charged on my/our Account.

本人/吾等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,本人/吾等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,假若本人/吾等未能在 指定時間內支付所需保證金或變價調整,本人/吾等的未平倉合約可能會在未經本人/吾等的同意下 被平倉。此外,本人/吾等將要為本人/吾等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 I/We confirm that the terms of this Agreement have been explained to me/us in a language which I/we understand. I/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 me/us of the terms of this Agreement.

本人/吾等確認本協議的條款已用本人/吾等明白的語言向本人/吾等解釋。本人/吾等承諾 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 貴公司或集團之董事、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. I/We hereby agree and consent to the terms and conditions herein contained and acknowledge receipt of a copy of this Agreement.

<u>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</u>。本人/吾等現贊成及同意 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)

I/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.

本人/吾等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 ME/US 聲明

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

本人/吾等現在確認上述協議書聲明已按照本人/吾等所選擇的語言(英文或中文)交付給本人/吾等,而本人/吾等亦被邀請閱讀上述協議書及提出問題,如本人/吾等需要,亦可徵求獨立意見。

Name(s) in Block Letter 姓名	Signature(s)簽署
	X
	^~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

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 his/her/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 述人士之事務。

Name of Representative			
代表人員姓名			

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

CE 號碼

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

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 客户資料表格

(INDIVIDUAL 個人 / JOINT 聯名)

	* Delete if not applicable 刪除不適用	□ ✓ as appropriate 適用請 ✓	
1.	Name 姓名	In Chinese 中文姓名	
2.	Account Name 帳戶名稱		
3	Personal Particulars 個人資料		
	Date of Birth 出生日期 Sex	姓別 Marital Status 婚姻狀況	
	HKID No. (or Passport No. and country of issue)	身份證或護照號碼 Nationality 國籍	
		owned 擁有 □ Approx.net value (less mortgage) of property 估值(扣除按揭):HK\$	
		 Rented 租用 living with relative 與親戚同住 	
	Name of Employer (or if self employed, name of Business) 催主名稱(若自僱,請填業務名稱 Work or Business address 工作或商業地址		
	Occupation (or type of Business) 職業或業務性	質 Year(s) employed 任職年期 Position 職位	
	Residential Phone No. Business Phone No. Factor住宅電話公司電話傳	simile No. Mobile Phone No. E-mail 真號碼 手提電話 電郵	
	Address for correspondence and forwarding of co		
	□ Residential address □ Business addr 住宅地址 公司地址	ess □ Other (specify) 其他 (請註明):	

4.	(If married) Spouse's Personal Particulars (已婚者) 配偶資料					
	Spouse's Name 配偶姓名	7	Date of	f Birth 出生日期		
	Nationality 國籍	HKID No. (or Pass	sport No. a	nd country of issue) 身份證或護照號碼	
	Name of employer (or if self employed, name of Business) 催主名稱(若自僱,請填業務名稱)					
	Spouse's Work or Business	s address 配偶工作.	或商業地址	Ł		
	Occupation (or type of Bu	siness) 職業或業務		ar(s) employed 職年期	Position 職位	
5.	Financial Background	才務狀況				
	Estimated annual income ((in HK\$) 估計年薪	(以港幣計	-)		
	Less than 少於 \$200,000	.00 🗆	\$1,000	0,000.00 - \$5,000,0	00.00	
	\$200,000.00 - \$500,000.00) 🗆	\$5,000	0,000.00 - \$10,000,	000.00	
	\$500,000.00 - \$1,000,000.	00 🗆	over	多於 \$10,000,000	.00	
	Approximate net value of	my assets (in HK\$) (not includi	ng place of residen	ce, motor vehicles,	
	furniture, personal belongi	•	-			
	淨資產(以港幣計)(不色	2.括居住地方,汽車	, 傢俬,	個人物品及人壽係	《 險)	
	less than 少於 \$500,000.00 □ \$10,000,000.00 - \$50,000,000.00 □					
	\$500,000.00 - \$3,000,000.	00 🗆	over	多於 \$50,000,000	.00	
	\$3,000,000.00 - \$10,000,0	00.00				
6	Credit Reference 信貸多	考				
	Bank references (including 銀行提述(包括地址、户		count and a	ccount number)		
	Name of Bank(s)Ad銀行名稱地	ldress 址		<u>Type of Account</u> 戶口類別	<u>t Account No.(s)</u> 戶口號碼	
	Other Broker or Dealer re	eferences (including	address t	vne of account (eg		
	nature of securities) and ac 其他經紀或交易商提述	ccount number): (包括地址、户口類 <u>ldress</u>		或按金及證券性質		

7.	Investment Objectives and Experience 投資目的	内及經緊	k	
	Investment Objectives 投資目的			
	Capital Investment and Income 資本投資及收入		Hedging 對沖	
	Speculation 投機		Other (specify) 其他 (請註明):	
	Investment Experience 投資經驗			
	Products	Years		
	商品	年份	(<u>HK\$)</u> 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	 と資經驗	ζ	
	beneficially held, owned or operated by me incl any other person(s), body or corporation or in indirect) with CSC Futures (HK) Limited or any 其他戶口詳情(無論個人、聯名、公司、 託管) 直接或間接利益在群益期貨(香港)有限公司及其 作。 <u>Account Name(s) 戶口名稱</u>	u which y of its s) ,本人 其附屬或	I have an interest (whether direct subsidiaries or associated companies 包括配偶或本人代表他人、公司、	or s. 有
9.	 Trading Authorization 交易授權			_
	Will the account be traded by other person(s) on my 戶口會否授權第三者交易 If Yes, please furnish signed Trading Authorization Client's relationship to authorized representative 客	1 若會,	會 □ 否 □ ,請提交交易授權書	
10.	Joint Account 聯名戶口			Ī
	Where the account consists of more than one indivi That the account is a joint account with right of sur 若戶口由多個持有人組成,各持有人現聲明該戶	rvivorshi	ip.	
	Customer Li 客戶	nitials 戶簡簽	<u>s</u>)

11	*Bank Account Information	*Bank Account Information 銀行資料				
		All fund payable will be credited to my/our following bank account only.				
	請將款項存入以下本人/吾等. Name of Bank 銀行 Addres		ount 類別 Accour	nt Number 賬號		
	Maine of Dank <u>ax1</u> Autre	<u>iype or Acc</u>	ount <u>29.71</u> Account			
12	Declaration 聲明					
	I hereby declare that I am the 本人用它体本人具访白口是約		er(s) of the account			
	本人現宣佈本人是該戶口最終實益擁有人 If not, please state the full name of the actual beneficiary(ies) 若否,請列明實際受益					
	I confirm that I am not related t	o any of your directors, o	fficers or employees.			
		下、高級職員及僱員無何	何關連			
	If related, please state 若有關並	連,請列明:				
	Name(s) 姓名	Company 公司	Rel	ationship 關係		
	I confirm that I am not an em		-	-		
	Institution with the Securities a 港證監會持牌法團或註冊機構		in Hong Kong. 本人	確認本人不定否		
	If yes, please state and enclo		ne relevant Licensed	l Corporation or		
	Registered Institution to the app			*		
	書。					
	Name of Corporation 機構名稱	CE No 註冊編號	Type of Regula 受規管類別	nted Activity(ies)		
	172, 1 19 , 72, 1 19	☆上 IU] 39時 20し	又凡日积川			
	We hereby confirm that the i	oformation provided in t	his Customer Inform	nation Statement is		
		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. 本人確認本「客戶資料表格」中所載資料均屬完整及正確。本人承諾及保證倘若該等資					
	本八曜認本 各戶員科衣格」 干川 載員科均屬元金及正確。本八承諾及保證倘若該寻員 料有任何重要變更,本人將會立即以書面通知 貴公司。本人特此授權 貴公司對本人					
	之信用進行查詢,以核實本人					
			\sim			
	X		x			
	Customer's Signature 客户簽署	<u>8</u> 3				
	Print Full Name					
	客户姓名 Data					
	Date 日期					
	日均					

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

I/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 my/our account(s) in CSC Futures (HK) Limited to any of my/our account in CSC Securities (HK) Limited or from any of my/our account (s) in CSC Securities (HK) Limited to any of my/our account(s) in CSC Futures (HK) Limited to any of my/our account(s) in CSC Futures (HK) Limited upon my/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 me/us or my/our authorized person(s) by telephone, facsimile transmission or telex shall be binding upon me/us whether made with or without my/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 my/our written consent or if I/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 confirmation of the renewal of the authority. This authority may be revoked at any time by me/us pursuant to the relevant terms mentioned in Customer Trading Agreement.

本人/吾等謹此授權 貴公司接納及行事(並不構成貴公司任何義務或責任)任何指示無論口頭或書面,經電話、電傳、電郵或電報有關提款或轉賬款項,由群益期貨(香港)有限公司之本人/吾等帳戶轉至群益證券(香港)有限公司之本人/吾等戶口或由群益證券(香港)有限公司本人/吾等戶口。本人/吾等或本人/吾等之授權人提出任何指示無論口頭或書面經電話、電傳、電郵或電報有關上述提款或轉賬款項將會對本人/吾等有約束力,無論有無本人/吾等之授權,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: 本人/吾等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 日向本人/吾等發出 書面通知,而本人/吾等於此到期通知後 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。本人/吾等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,

K

Customer's Signature 客戶簽署 Account Name: 客戶姓名 Account No.: 客戶賬號