

信達國際期貨有限公司

CINDA INTERNATIONAL FUTURES LIMITED

客戶協議（期貨戶口）之條款及條件
包括額外條款及條件（如適用）
TERMS AND CONDITIONS INCLUDING
ADDITIONAL TERMS AND CONDITIONS
(IF APPLICABLE) OF CLIENT'S AGREEMENT
(FUTURES ACCOUNT)

香港灣仔港灣道18號中環廣場58樓5801-04及08室
Suites 5801-04&08, 58/F, Central Plaza, 18 Harbour Road,
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信達國際期貨有限公司

CINDA INTERNATIONAL FUTURES LIMITED

尊貴的客戶：

客戶協議的更新

茲通知 貴公司／閣下，本公司經已修訂《客戶協議(期貨戶口)之條款及條件》(下稱「條款及條件」)之以下條款的内容並已於2024年2月25日起生效。

一、刪除條款及條件第3.3條的條文。

3. 授權

- 3.3 信達國際期貨可藉其單方面酌情選擇的第三方，執行並結算交易。除非信達國際期貨沒有秉誠選擇第三方，否則毋須就第三方的行為或遺漏，向客戶負責。在若干情況下，信達國際期貨可允許客戶直接與第三方聯絡，傳達指示。客戶承認其因此而蒙受的任何損失、損害、費用、收費或開支，皆自行承擔。

二、在條款及條件新增以下第33條的條文：

33 客戶資產

- 33.1 信達國際期貨可藉其單方面酌情選擇的第三方，作為其代理人去執行並結算交易。如信達國際期貨或該第三方(視情況而定)不論何種理由而未能依照適用法律，在到期支付或交付日期就信達國際期貨代客戶進行的任何交易收到所有或部份其到期須支付予客戶的款項，或未能收到所有或部份其到期須交付予客戶就有關合約所指的商品(不論有關的支付或交付是應由有關交易所、結算所、信達國際期貨的代理人及/或任何其他人士作出)，則信達國際期貨因此類交易而須對客戶付款或交付商品的義務將因此僅限於向客戶支付或交付信達國際期貨實際收到或接受的款項金額或商品數量。信達國際期貨將不對客戶遭受的任何損失，包括因任何交易所、結算所、信達國際期貨的代理人及/或其他人士的行動、不作為或者無力償債(包括錯誤或違法的行動或不作為)而造成的損失，或客戶以其他方式遭受或招致的損失負任何其他責任，前提是該第三方是為信達國際期貨真誠聘用的，且認為其為履行服務所必要或適宜的。
- 33.2 在發生上述 33.1 條所提及的相關交易所，結算公司，信達國際期貨的代理人、其他經紀商及/或其他人未能就客戶帳戶中實施的交易向客戶支付款項或交付任何數量的任何商品的事項時，信達國際期貨可自行決定(但無義務)按照客戶的任何指令對上述相關交易所，結算公司，信達國際期貨的代理人、其他經紀商及/或其他人採取任何方式的行動，前提是信達國際期貨在任何因採取此類行動而蒙受的損失、損害、利息、費用及/或開支，客戶都會給予信達國際期貨免責補償。

33.3 客戶確認：

- (a) 客戶能否享有其對持有人在信達國際期貨於某結算所開立的綜合帳戶內的資產的權利，可能取決於信達國際期貨能否向該結算所履行其責任，而信達國際期貨能否履行其責任可能進一步取決於它的其他客戶能否向信達國際期貨履行他們的責任，儘管事實上該名客戶並無違反其對信達國際期貨負有的責任；以及
- (b) 客戶能否享有其對持有人在信達國際期貨於某執行或結算代理人開立的綜合帳戶內的資產的權利，可能取決於信達國際期貨、信達國際期貨的其他客戶、該執行或結算代理人或其代理人，以及該執行或結算代理人或其代理人的其他客戶能否向它們的對手方履行其責任，儘管事實上該名客戶並無違反其對信達國際期貨負有的責任。

三、原條款及條件的條文亦進行了修改，修改內容劃線如下：

28. 重要變更

客戶及信達國際期貨以本協議彼此承諾，如一方在開戶申請表中提供的資料有重大變化，就立即通知對方。

信達國際期貨將及時處理客戶查詢，尤其是應客戶的要求，披露其海外對手方或該期貨市場（視屬何情況而定）的最新牌照或許可狀況。

附錄一 風險披露聲明

- 8. 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。具體而言，在香港以外地方的期貨市場進行交易可能涉及若干風險，包括但不限於海外對手方及該期貨市場不受證監會所規管及可能受到有別於《證券及期貨條例》及據此訂立的規則和規例的法律及規例所規管。因此你可能無法享有在香港期貨市場進行交易所獲賦予的相同保障。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所 在地的監管機構，將不能迫使你已執行的交易所在地的所屬司法區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

完整的客戶協議可於本公司網站 <https://www.cinda.com.hk> 查閱。

如有任何查詢，歡迎電郵至 cs@cinda.com.hk 或致電 +852 2235-7789 (香港) 或 400-1200-311 (國內) 與我們的客戶服務主任聯絡。

信達國際期貨有限公司 謹啟
2024 年 3 月 18 日

18 March 2024

Dear Valued Client,

Notice of Amendments of Client's Agreement

We hereby inform you that our company has revised the following contents in the Terms and Conditions of Client's Agreement (FUTURES ACCOUNT) ("**Terms and Conditions**") with effective from February 25, 2024.

(1) **Clause 3.3 of the Terms and Conditions has been deleted.**

3. Authorization

~~3.3 CIFL may use any third party chosen in its sole and absolute discretion to execute and clear transactions for the Client. Provided CIFL has chosen such third party in good faith, CIFL shall not be liable to the Client for any act or omission of such third party. In certain circumstances, CIFL may permit the Client to contact third parties directly to transmit instructions to such third parties. The Client acknowledges that any loss, damage, costs, charge or expense suffered by the Client as a result thereof is for the Client's own account.~~

(2) **The following clause 33 has been added to the Terms and Conditions:**

33 Client's Asset

33.1 CIFL may use any third party chosen in its sole and absolute discretion to act as CIFL's agent to execute and clear transactions for the Client. If CIFL or the third party (as the case may be) shall for any reason whatsoever fail to receive payment of all or any amount, or to receive delivery of all of any part of any amount of any commodities (whether from the relevant exchange, clearing house, agent of CIFL and/or any other person), due to be paid or delivered to the Client in connection with any transaction in relation to the Account on the due date for payment or delivery thereof in accordance with the Applicable Laws, CIFL's obligations to make payment or to deliver any commodities to the Client in respect of such transaction shall therefore and by virtue of such failure become obligations to make payment of such amount or delivery of such quantity of such commodities as is equal to such payment or such quantity as is actually received by CIFL in respect thereof. CIFL shall not be liable to the Client in any respect, for any loss suffered by the Client, including any loss resulting from action, inaction or insolvency by or of any exchange, clearing house, agent of CIFL and/or any other person (including wrongful or unlawful action or inaction), or howsoever otherwise suffered and/or incurred by the Client, provided that CIFL has chosen such third party in good faith and necessary or desirable to carry the services as it deems fit.

33.2 CIFL may in its absolute discretion but shall not be bound to act on any instructions from the Client to take any action whatsoever or howsoever against any exchange, clearing house, agent of CIFL, other broker and/or any other person in respect of any failure by such exchange, clearing house, agent of CIFL, other broker and/or any other person to make any payment or to deliver any amount of any commodities in respect of any transactions executed in relation to the Account as referred to in Clause 33.1 above, provided that if any such action is taken by CIFL, the Client shall fully indemnify CIFL on demand against all loss, damage, interest, costs and/or expenses whatsoever which CIFL may incur or suffer as a result of or arising from or in connection with, the taking of such actions.

33.3 The Client acknowledges that:

- (a) the Client's rights to assets held by CIFL in its omnibus account with a clearing house may be subject to CIFL fulfilling its obligations to the clearing house, which may be further subject to CIFL's other clients fulfilling their obligations to CIFL, despite the fact that the Client did not default on his or her obligations to CIFL; and
 - (b) the Client's rights to assets held by CIFL in its omnibus account with an executing or clearing agent may be subject to CIFL, CIFL's other clients, the executing or clearing agent or their agents, and other clients of the executing or clearing agent or their agents fulfilling their obligations to their counterparties, despite the fact that the Client did not default on his or her obligations to CIFL.
- (3) **The contents under the original clauses of the Terms and Conditions have been revised, changes of which are underlined as shown below:**

28. Material Changes

The Client and CIFL covenant to notify each other forthwith of any material changes in the information supplied in Account Opening Form.

CIFL will deal with the Client's enquiries in a timely manner, in particular, on request by the Client, disclose the latest licensing or authorization status of its overseas counterparties or that futures markets (as the case may be).

APPENDIX 1 RISK DISCLOSURE STATEMENTS

8. 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. Specifically, conducting transactions in a futures market outside Hong Kong may involve certain risks, including but not limited to the fact that the overseas counterparties and that futures market are not subject to the regulation of the SFC and may be subject to laws and regulations which may be different from the SFO and the rules and regulations made thereunder and consequently, you may not enjoy the same protection as that conferred on trading in a Hong Kong futures market. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

The full contents of Client's Agreement can be viewed at our company's website <https://www.cinda.com.hk>.

Should you have any queries, please contact our Customer Service Department by email cs@cinda.com.hk or by phone +852 2235-7789 (Hong Kong) or 400-1200-311 (mainland China).

Yours sincerely,
For and on behalf of
Cinda International Futures Limited

(This is a computer generated print-out, no signature is required.)

22 April 2025

致 尊貴的客戶，

搬遷通知

感謝 閣下一直以來對本公司的支持。

本公司將於 **2025 年 5 月 3 日(星期六)**遷往**香港灣仔港灣道 18 號中環廣場 58 樓 5801-04 及 08 室**。

本公司的通訊號碼包括電話、傳真及電郵地址將維持不變。於上述搬遷日後，如有需要辦理有關賬戶事宜，請 閣下移玉步至新營業地址。本公司職員將繼續為 閣下提供最優質的服務。

如有任何查詢，請聯繫 閣下的客戶主任或致電本公司的客服熱線 (852) 2235 7789 (香港) 或 400-1200-311 (中國大陸)。

謹此感謝使用本公司服務！

信達國際證券有限公司
信達國際期貨有限公司 謹啟

Dear Valued Customers,

Relocation Notice

Thank you for your continuous support to our company.

Please be informed that our company will be relocated to **Suites 5801-04&08, 58/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong on 3 May 2025 (Saturday)**.

Our contact numbers, including telephone, fax and email address will remain unchanged. After the relocation date, please visit our new office if you need to handle any account-related matters. Our staff will continue to provide you with the best quality services.

Should you have any queries, please feel free to contact your Account Executive or our Customer Service hotline (852) 2235 7789 (Hong Kong) or 400-1200-311 (Mainland China).

Thank you for choosing our service!

Yours faithfully,
Cinda International Securities Limited
Cinda International Futures Limited

CINDA INTERNATIONAL FUTURES LIMITED IS A LICENSED CORPORATION (CE No.: ACN418) LICENSED BY THE SECURITIES AND FUTURES COMMISSION UNDER THE SECURITIES AND FUTURES ORDINANCE (CAP. 571) CARRYING OUT THE REGULATED ACTIVITY OF DEALING IN FUTURES CONTRACTS AND IS REGISTERED AS AN EXCHANGE PARTICIPANT OF HONG KONG FUTURES EXCHANGE LIMITED UNDER THE CATEGORY OF FUTURES COMMISSION MERCHANT.

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms, unless the context requires otherwise, the following expressions shall have the following meanings:-

“Account(s)”	means one or more accounts opened and maintained by the Client with CIFL from time to time, for effecting transactions in accordance with the Client’s Agreement;
“Account Opening Form(s)”	means the prescribed application form(s) submitted by the Client to CIFL for the opening and maintaining of an Account under the terms of the Client’s Agreement including its appendices (if any);
“Applicable Laws”	means (a) the applicable laws, rules and regulations whether in the Hong Kong or elsewhere; and (b) the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the relevant exchange or market and its clearing house, if any, where the transactions are executed by CIFL or by the agents of CIFL;
“business days”	means a day (excluding Saturday) on which banks are open for business in Hong Kong;
“CIFL”	means Cinda International Futures Limited as the Client may from time to time open or maintain an account with, and its successors in title and assigns;
“CIFL Mail”	means the secured messaging facility operated by CIFL for the delivery and receipt of notices;
“Client”	wherever used shall in the case where the Client is an individual include the Client and his executors and administrators and in the case where the Client is a sole proprietor include the sole proprietor and his executors and administrators and his successors in the business and in the case of a partnership include the partners who are the partners of the firm at the time when the Account is being maintained and their respective executors and administrators and any other person who shall at any time hereafter be or have been a partner of and in the firm and his respective executors and administrators and the successors to such partnership business and where the Client is a corporation include such corporation and its successors;
“Client Money Rules”	means the Securities and Futures (Client Money) Rules (Cap. 571I of the laws of Hong Kong) made by the SFC under section 149 of the SFO as amended from time to time;

“Client’s Agreement”	means the written agreement between the Client and CIFL regarding the opening, maintenance and operation of the Account(s), and constituted by the Account Opening Form, these Terms and such other documents referred to therein or added thereto together with any Schedules and/or Annexes and/or Appendices (where applicable), and any authority given by the Client to CIFL with respect to the Account(s), as amended from time to time;
“Clearing House”	means the body appointed by or established and operated by the Exchange to provide clearing services to Exchange Participants in respect of Exchange Contracts;
“closing out”	means in relation to any or portion of any contract, the entering into of another contract of the same specification and for the same amount but of an opposite position in order to cancel the former contract and/or to crystallize the profit or loss on such former contract and the term “close out” shall be construed accordingly;
“CME Globex”	means the automated electronic trading system operated by Chicago Mercantile Exchange for the trading of certain CME Group Contracts;
“CME Group Contracts”	means the futures contracts and options contracts which may, from time to time, be traded on CME Globex;
“CME Group Rules”	means those rules of Chicago Mercantile Exchange governing the trading and clearing of CME Group Contracts on CME Globex and the rules of Commodity Exchange Inc. which govern the trading and clearing of CME Group Contracts on CME Globex;
“Commission”	means the Securities and Futures Commission or any other body which assumes in whole or in part the powers and functions of the Securities and Futures Commission and has jurisdiction over the Exchange under the SFO;
“commodities”	wherever used herein shall include but not be limited to gold, silver or other physical commodities, monies, foreign currencies, currency options, foreign exchange contracts, index options, index futures contracts, commodity forward or futures contracts, commodity options, currency forward or futures contracts, financial futures and contracts for the future delivery of, or otherwise relating to, commodities, foreign currencies or securities;
“Compensation Fund”	means the Investor Compensation Fund as provided for in the SFO and the relevant subsidiary legislation;

“Event of Default”	has the meaning given in Clause 16.4;
“Exchange”	means Hong Kong Futures Exchange Limited;
“Exchange Contract”	means a contract for a commodity approved by the Commission and the Exchange for trading on a Market and which may result in a F/O Contract;
“Exchange Participant”	means a person who, in accordance with the Rules of the Exchange, may trade on or through the Exchange and whose name is entered in a list, register or roll kept by the Exchange as a person who may trade on or through the Exchange;
“Financial Product”	means any financial product in relation to which CIFL are licensed to transact, under the relevant laws (including the SFO);
“F/O Business”	means the business of dealing in F/O Contracts;
“F/O Contract”	means a futures contract and/or an options contract effected in a Market (as the case may be);
“HKEx”	means Hong Kong Exchanges and Clearing Limited;
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China;
“long” or “long position”	buying a futures contract or options contract means holding a “long position” in such contract;
“Market”	means one of the markets from time to time established and operated by the Exchange pursuant to Rule 201 of the Rules of the Exchange;
“Omnibus Account”	means an account opened with CIFL by the Client in respect of which CIFL is notified that the account is to be operated for a customer, or a number of customers, of the Client and not the Client itself;
“SFC”	means the Securities and Futures Commission of Hong Kong;
“SFC Code of Conduct”	means the Code of Conduct for Persons Licensed by or Registered with the SFC (as amended from time to time);
“SFO”	means the Securities and Futures Ordinance (Cap. 571 of the laws of Hong Kong);
“short” or “short position”	selling a futures contract or options contract means holding a “short position” in such contract; and
“these Terms”	means all these terms and conditions, including the appendices, as from time to time amended and supplemented.

1.2 In these Terms, unless the context otherwise requires:-

- (a) references to Clauses, Sub-clauses, Paragraphs and Appendices are to be construed as references to the clauses, sub-clauses and paragraphs of, and appendices, to these Terms and references to these Terms include its Appendices;
- (b) words importing the plural shall include the singular and vice versa; reference to one gender shall include all genders; and references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof; and
- (c) references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted from time to time and shall include any provision of which they are re-enactments (whether with or without modification) and any subordinate legislation made under those provisions.

1.3 The headings used in these Terms are for convenience only and shall not affect its interpretation.

1.4 For the purpose of these Terms, “group company” means the ultimate holding company of CIFL and each and every subsidiary of such holding company, including without limitation, Cinda International Securities Limited.

2. Laws and Rules

2.1 All transactions under the Client’s Agreement shall be subject to the Applicable Laws, including but not limited to, the provisions of the SFO and the rules and regulations thereunder (all as amended from time to time); and the constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations of the Exchange and the Clearing House and any amendments, supplements, variations or modifications thereto from time to time in force.

2.2 Transactions relating to Exchange Contracts on the Markets shall be subject to the rules, regulations and procedures of the Exchange. The Client understands such rules contain provisions requiring CIFL upon the request of Exchange or the Commission, to disclose the names, beneficial identities and such other information concerning CIFL’s Clients as the Exchange or the Commission may require and the Client agrees to provide such information concerning the Client as CIFL may require in order for CIFL to comply with the rules, regulations and procedures of the Exchange and the SFO. In the event that CIFL fails to comply with the disclosure requirements under Rules 606(a) or 613(a) of the Rules of Exchange, the Chief Executive of the Exchange may require the closing out of positions on behalf of the Client or the imposition of a margin surcharge on the positions of the Client.

2.3 All transactions with respect to F/O Business executed in markets other than those operated by the Exchange shall be subject to the rules and regulations of the market where the particular transaction is made and not the rules of the Exchange and as a result the Client may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by the rules, regulations and procedures of the Exchange.

- 2.4 To the extent that CIFL enters into a transaction for CME Group Contracts on CME Globex for the account of the Client:-
- (a) the transactions are subject to the CME Group Rules; and
 - (b) if the Client is dealing in CME Group Contracts for the benefit of another person, the Client shall ensure that its agreement with that other person shall contain a provision to the effect of the above Sub-clause (a) and this Sub-clause (b).
- 2.5 Notwithstanding anything to the contrary in these Terms, CIFL may be entitled to do or cause to be done any act or thing in order to comply with or to prevent or remedy a breach of any Applicable Laws.

3. Authorization

- 3.1 The Client authorizes CIFL to execute and clear commodity futures and options transactions in accordance with the Client's oral or written instructions on such exchanges as CIFL may from time to time permit and such instructions if acted on by CIFL shall be absolutely and conclusively binding on both CIFL and the Client. CIFL may refuse to act on any instruction from the Client without having to give any reason therefor.
- 3.2 The markets (apart from the Exchange) on which CIFL may trade on behalf of the Client include exchanges or markets located in Japan, Singapore, the United States of America, the United Kingdom and such other territories as CIFL may from time to time permit.
- ~~3.3 CIFL may use any third party chosen in its sole and absolute discretion to execute and clear transactions for the Client. Provided CIFL has chosen such third party in good faith, CIFL shall not be liable to the Client for any act or omission of such third party. In certain circumstances, CIFL may permit the Client to contact third parties directly to transmit instructions to such third parties. The Client acknowledges that any loss, damage, costs, charge or expense suffered by the Client as a result thereof is for the Client's own account.~~
- 3.4 Where CIFL executes the Client's transaction via a third party, CIFL is entitled to appropriate and utilize the Client's margin deposited with CIFL as margin or security for such other third party. Where orders for the Client are executed on an Omnibus Account maintained by CIFL with such third party (which CIFL is permitted to do), CIFL shall also be entitled to appropriate and utilize the Client's margin as security generally with respect to such Omnibus Account, in common with other margins of other Clients of CIFL for whom CIFL is also maintaining such Omnibus Account.
- 3.5 Notwithstanding that CIFL may be liable as principal to an exchange or a third party in respect of any transaction executed for the Client, the Client shall, as between CIFL and the Client, continue to be fully liable and responsible therefor.

4. Delivery, Exercise and Liquidating Instructions

- 4.1 Orders are to be received and executed with the understanding that the Client will be required to take or make delivery of the commodity unless the Client's initial position is liquidated. It is expressly understood that unless otherwise disclosed herein or to the Client in writing in the usual manner of CIFL, CIFL is acting solely as broker as to any transaction made with CIFL by the Client and does not trade on CIFL's own account. CIFL shall have no obligation to provide the Client with information with respect to any position of the Client and shall have the right (but no obligation except as directed by the Client) at the discretion of CIFL to close any position in the Account.

- 4.2 In respect of transactions executed outside the Exchange, the following provisions shall apply:-
- (a) In respect of transactions executed in the exchanges or markets in the United States of America, the Client must give CIFL instructions to liquidate, exercise or allow the expiration of options, at least five (5) business days prior to the first notice day in the case of long positions, and at least five (5) business days prior to the last trading day in the case of short positions. The Client must deliver to CIFL sufficient funds and/or any documents required in connection with such exercise or delivery.
 - (b) In respect of transactions executed in the exchanges or markets in Japan, the Client must give CIFL instructions to liquidate, exercise or allow the expiration of options, at least one (1) business day prior to the first notice day in the case of long positions, and at least one (1) business day prior to the last trading day in the case of short positions. The Client must deliver to CIFL sufficient funds and/or any documents required in connection with such exercise or delivery.
 - (c) In respect of transactions executed in any other exchanges or markets, the Client must give CIFL written instructions to liquidate, exercise or allow the expiration of options, at least one (1) business day prior to the first notice day in the case of long positions, and at least one (1) business day prior to the last trading day in the case of short positions. The Client must deliver to CIFL sufficient funds and/or any documents required in connection with such exercise or delivery.
- 4.3 If the instructions, or such funds and/or documents, referred to in Clause 4.2 above are not received by CIFL by the time specified in that Clause in the case of long or short futures or forward positions, CIFL may, without notice to the Client, either liquidate the position or make or receive delivery on the Client's behalf. If such instructions or such funds and/or documents, with regard to option transactions, are not received by CIFL prior to the expiration of the options, CIFL may allow such options to expire.
- 4.4 The Client understands that it is the Client's obligation to instruct CIFL to execute the closing transaction prior to the expiry date; however, if CIFL is unable to contact the Client, CIFL may exercise discretion and its best judgment to close out the position. Notwithstanding this, the Client understands that CIFL is under no obligation to exercise such discretion. The Client further understands that the Client shall be responsible for all the expenses incurred by CIFL in connection with the above and that CIFL shall not be liable for any loss that may thereby be incurred.
- 4.5 Where following the sale of any commodities or other properties by CIFL at the direction of the Client (including any short sale effected for the Client), CIFL shall be unable to deliver the same to the purchaser by reason of the Client's failure to supply CIFL therewith; then, and in such event, the Client authorizes CIFL to borrow and/or do anything necessary to make delivery of any commodities or other properties and the Client hereby agrees to guarantee, indemnify and hold CIFL harmless against any loss which CIFL may sustain thereby, including any costs associated with borrowing and/or doing anything necessary to make delivery of any such commodities or other properties, any premiums which CIFL may be required to pay, or for any loss which CIFL may sustain by reason of the inability of CIFL to deliver the commodities or other properties sold.
- 4.6 The Client agrees that CIFL will not be responsible for any delay or error in, or distortion or incompleteness of, transmission, or receipt or execution of instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication.

5. Margin Requirements

- 5.1 Except for the purpose of closing out the Client's open positions or as the Exchange or markets in which the transactions are executed may prescribe from time to time, generally or otherwise, the Client agrees that CIFL shall not transact any F/O Business for the Client until and unless CIFL has received from the Client collateral adequate to cover the Client's minimum margin requirements.
- 5.2 If CIFL determines that additional margin is required, the Client agrees to deposit such additional margin immediately upon demand PROVIDED ALWAYS that notwithstanding any demand for additional margin CIFL may at any time proceed under Clause 16.5 below. CIFL may change margin requirements at its sole discretion and at any time always subject to the Applicable Laws. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to new positions in the transactions affected by such change.
- 5.3 The Client agrees to maintain margins in such form and as required by CIFL from time to time in its sole discretion. Such margin requirements established by CIFL may exceed the margin required of CIFL by any exchange.
- 5.4 All margin calls, demands for variation adjustments and Interest Rate Cash Adjustments (as defined in the Rules of the Exchange) must be met within one (1) business day from the placing of the same.
- 5.5 The Client understands that CIFL may be required to report to the Exchange particulars of all open positions in respect of which two successive margin calls, demands for variation adjustments and Interest Rate Cash Adjustments are not met within the period specified in Clause 5.4 above and that CIFL may require more margin, variation adjustments or Interest Rate Cash Adjustments than that specified by the Exchange and/or the Clearing House and may close out open positions in respect of which any margin calls, demands for variation adjustments and Interest Rate Cash Adjustments are not met.
- 5.6 Unless otherwise indicated, all monies paid to CIFL whether as deposit, margin, security or for any purpose whatsoever shall not be entitled to earn interest from CIFL. All interest or other benefits derived from the Client's margin collateral shall belong to CIFL.

6. Levies, Commissions and Charges

- 6.1 Every Exchange Contract shall be subject to the charge of a Compensation Fund levy and a levy pursuant to the SFO, the cost of both of which shall be borne by the Client.
- 6.2 Every Exchange Contract executed in the Stock Index Market of the Exchange shall be subject to the charge of a special levy pursuant to the SFO, the cost of which shall be borne by the Client.
- 6.3 The Client agrees to pay commission, brokerage, and other fees and charges as CIFL shall in its absolute discretion determine. All commissions referred to in this Clause will be determined by CIFL with reference to the commission rates as prescribed by the relevant authorities from time to time and will be notified to the Client from time to time. The Client also agrees to pay all applicable levies and trading fees imposed by the Exchange or the relevant exchange or market.

7. Interest

CIFL may pay interest on cash deposit balance in the Account at the rate and time as determined by CIFL from time to time. Notwithstanding the foregoing, CIFL may apply negative interest rate over cash deposit balance in the Account. Negative interest will be calculated at the rate, and be debited from the Account at the time, determined by CIFL from time to time. Different currencies may have different rates and such negative interest will be calculated for each day over a 360- or 365-day year according to CIFL's practice for the relevant currency. Nevertheless, debit balance in the Account shall be charged with interest thereon at such rate as CIFL shall in its absolute discretion determine and the Client shall promptly settle, upon demand, all liabilities outstanding to CIFL, together with all costs of collection (including all legal fees and expenses) on a full indemnity basis.

8. Introductions

The Client may have been introduced to CIFL by any introducing broker, futures trading adviser or other third party and CIFL has no responsibilities or obligations regarding any conduct, action, representation or statement of any such person. However, the Client agrees that CIFL may share CIFL's commissions and fees charged to the Client with any such person.

9. Currency Exchange Risk

In the event that the Client directs CIFL to enter into any contract on an exchange or other market on which such transactions are effected in a foreign currency:-

- (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client;
- (b) all initial and subsequent deposits for margin purpose shall be made in such currency in such amounts as CIFL may at its sole discretion require; and
- (c) when such a contract is liquidated CIFL shall debit or credit the Account in the currency in which such account is denominated at an exchange rate (where the relevant contract is denominated in a currency other than that of the account) determined by CIFL at its sole discretion on the basis of the then prevailing money market rates of exchange.

10. Extraordinary Events

CIFL will not be responsible for losses caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, wars, strikes, lockout, adverse political or economic conditions, delays in the transmissions of orders due to a breakdown or failure of transmission or communication facilities, or to any other cause or causes beyond its control.

11. Indemnity

The Client hereby agrees to indemnify CIFL immediately upon demand against all loss, damage, interest, costs, charges and/or expenses (including, without limitation, legal fees and expenses on a full indemnity basis and any fines imposed by any government agency, contract market, exchange, clearing house or other self-regulatory body) which CIFL may incur with respect to the Account or any transaction or position therein.

12. Notices, Confirmations and Statements

- 12.1 Reports, written confirmations, notices, statements of the Account(s), and any other communications may be transmitted to the Client (who, in the case of a joint account without nominating a person therefor, will be deemed for these purposes to be the Client whose name first appears in the Account Opening Form) at the address, email address, telephone, fax or telex number given in the Account Opening Form, or at such other address, email address, telephone, fax or telex number as the Client hereafter shall notify CIFL in writing; and all communications so transmitted, whether by mail, email, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when telephoned or when deposited in the mail, or when sent or transmitted by CIFL, whether actually received by the Client or not.
- 12.2 Written confirmation of the execution of the Client's orders and statements of the Accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated in the Account Opening Form (or such other address communicated in writing by CIFL) within two (2) calendar days after transmittal thereof to the Client, by mail or otherwise.
- 12.3 Any notice or other communications including, but not limited to, written confirmations and statements of the Account(s) given to the Client by CIFL under the Client's Agreement if by electronic devices through CIFL Mail or otherwise shall be deemed made or given upon transmission of the message by CIFL.
- 12.4 Where any written instructions or any other written communication from the Client is given to CIFL by facsimile, the Client authorizes CIFL to accept such facsimile message from the Client as the original instruction or communication from the Client, and the Client shall fully indemnify CIFL on demand against all loss, damage, interest, costs and/or expenses whatsoever which CIFL may incur or suffer as a result of or arising from CIFL's acceptance, reliance on or acting upon those instructions or communication.

13. Position Limits

- 13.1 The Client will not knowingly, either alone or in concert with others, allow its open positions with CIFL and other brokers to exceed any position or exercise limit of any applicable exchange or market with respect to the Client unless the Client has obtained an exemption from such limit and has provided CIFL with a copy thereof. The Client agrees to advise CIFL promptly if the Client is required to file reports of positions with any exchange or regulatory body.
- 13.2 The Client acknowledges CIFL's right to limit the number of open positions which the Client may maintain or acquire through CIFL at any time.
- 13.3 If the Client shall at any time open one or more accounts with the Exchange Participants of the Exchange other than CIFL for the purpose of carrying out transactions relating to F/O Contracts and his number of open F/O Contracts in aggregate amounts to a "Large Open Position", as determined by the board of directors of the Exchange pursuant to Rule 628 of the Rules of the Exchange, the Client shall report to CIFL immediately of such "Large Open Position" and provide CIFL with such information as CIFL may require in connection therewith and also provide CIFL with any other information as may be required by the Chief Executive of the Exchange or any designated HKEC staff. The Client hereby confirms and acknowledges that CIFL is obliged to report the information obtained from the Client relating to the Client's "Large Open Position" to the Chief Executive of the Exchange or any designated HKEC staff as required by Rule 628 of the Rules of the Exchange and the Client hereby consents to the release of such information by CIFL to the Chief Executive of the Exchange or any designated HKEC staff.

- 13.4 The Client acknowledges that CIFL is bound by the Rules of the Exchange which permit the Exchange or the Chief Executive of the Exchange to take steps to limit the positions or require the closing out of contracts on behalf of the Client who in the opinion of the Exchange or the Chief Executive of the Exchange is accumulating positions which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.

14. Client's Account

- 14.1 All monies, approved debt securities, approved securities and other properties received by CIFL from the Client or from any other person (including the Clearing House) for the Account shall be held by CIFL as trustee, segregated from CIFL's own assets and paid into a Segregated Bank Account, a Segregated Debt Securities Account or a Segregated Securities Account and all monies, approved debt securities, approved securities or other properties so held by CIFL shall not form part of the assets of CIFL for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of CIFL's business or assets.
- 14.2 All monies, approved debt securities or approved securities received by CIFL from the Client or from any other person (including the Clearing House) shall be held in the manner specified under paragraphs 7 to 12 of schedule 4 to the SFC Code of Conduct or any other provisions as the SFC may specify from time to time. The Client hereby authorizes CIFL to apply any such monies, approved debt securities or approved securities in the manner specified under paragraphs 14 to 15 of schedule 4 to the SFC Code of Conduct or any other provisions as the SFC may specify from time to time. In particular, CIFL may apply such monies, approved debt securities or approved securities in or towards meeting CIFL's obligations to any party insofar as such obligations arise in connection with or incidental to any F/O Business transacted by CIFL on the Client's behalf.

15. Clearing House Account

- 15.1 The Client acknowledges that in respect of any Account which CIFL maintained with the Clearing House, whether or not such Account is maintained wholly or partly in respect of F/O Business transacted on the Client's behalf and whether or not monies, approved debt securities and approved securities paid by the Client has been paid to the Clearing House, as between CIFL and the Clearing House, CIFL deals as principal and accordingly no such Account is impressed with any trust or other equitable interest in favour of the Client and monies, approved debt securities and approved securities paid to the Clearing House are thereby freed from the trust referred to in Clause 14.1 above.
- 15.2 The Client acknowledges that the Clearing House may do all things necessary to transfer any open positions held by CIFL on behalf of the Client and any money and security standing to the credit of the Account with CIFL to another Exchange Participant of the Exchange in the event the rights of CIFL as an Exchange Participant are suspended or revoked.

16. Set-off, Lien and Power of Sale

- 16.1 Without prejudice and in addition to any general lien, right of set-off or similar right to which CIFL may be entitled by law, all of the Client's interest in any funds, securities, commodities, or other property held by or in the possession of CIFL for any purpose or carried by CIFL in any Account for the Client (either individually or jointly with others), or held by or in the possession of any group company in Hong Kong or in other parts of the world, at any time and for any purpose, including safe-keeping, shall be subject to a general lien in favour of CIFL. CIFL shall, subject to applicable rules and regulations, including without limitation, the Client Money Rules, have the right to sell such property (and CIFL is authorised to do all such things necessary in connection with such sale) and utilise the proceeds to offset and discharge all of the obligations and liabilities of the Client to CIFL or to any group company whether such obligations and liabilities are actual or contingent, primary or collateral, secured or unsecured, or joint or several, regardless of whether any other person is interested in or CIFL has made advances in connection with such property, and irrespective of the number of Accounts the Client may carry with CIFL.
- 16.2 CIFL shall, subject to applicable rules and regulations, including without limitation, the Client Money Rules, be entitled at any time without notice to combine and/or consolidate all or any of the Accounts with CIFL and any group company. In respect of any payments by CIFL to offset and discharge any obligations of the Client to any group company, CIFL shall not be concerned whether or not such obligations exist, provided demand has been made on CIFL by such group company.
- 16.3 Without limiting or modifying the general provisions of these Terms and subject to applicable rules and regulations, including without limitation, the Client Money Rules, CIFL is hereby specifically authorised to transfer any sum or sums among the different Accounts that the Client has with CIFL and with any group company.
- 16.4 Each of the following shall constitute an event of default ("**Event of Default**"):
- (a) the Client has not provided any initial margin or not fully maintained the maintenance margin or such other margin as CIFL determines from time to time, or has failed to satisfy in full the margin call or demand for additional margin given by CIFL pursuant to Clause 5.4 above;
 - (b) the Client has not paid the whole of any purchase price or margin due and payable by the Client;
 - (c) the Client has not, on demand, or where specifically agreed, within twenty-four (24) hours of CIFL's requesting the same, liquidated any debit balance on any of the Accounts with CIFL;
 - (d) the Client makes default in or commits a breach of the terms and conditions of the Client's Agreement;
 - (e) a petition in bankruptcy, or a petition for the appointment of a receiver, is filed by or against the Client;
 - (f) the appointment of a receiver or liquidator by or for the Client;
 - (g) when an attachment is levied against the Account(s) of the Client with CIFL;

- (h) the death or judicial declaration of incompetence of the Client;
- (i) CIFL receives notice of any dispute as to the validity of any order or instruction from the Client and/or any F/O Contract;
- (j) the continued performance of any of the F/O Contract and/or the Client's Agreement becomes illegal or is claimed by any government authority to be illegal;
- (k) any consent, authorization or board resolution required by the Client (being a corporation or a partnership) to enter into the Client's Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and
- (l) the occurrence of any event which, in the sole opinion of CIFL, might jeopardize any of its rights under the Client's Agreement.

16.5 If an Event of Default occurs, all amounts owing by the Client to CIFL shall become immediately payable on demand, and interest will accrue, at the rate specified in Clause 16.9 below. Without prejudice to any other right or remedy which CIFL may have but subject to applicable laws and regulations, if any Event of Default shall occur or whenever in CIFL's sole discretion CIFL shall consider it necessary for the protection of CIFL, because of margin requirements, procedures or otherwise, CIFL shall be authorised, in its absolute discretion, without notice, to take one or more of the following actions (but shall not be bound to take any such action):

- (a) satisfy any obligation the Client may have to CIFL (either directly or by way of guarantee or suretyship) out of any property belonging to the Client in the custody or control of CIFL;
- (b) sell any or all futures contracts, option contracts or commodities long in the Account(s);
- (c) buy any or all futures contracts, option contracts or commodities which may be short in such Account(s);
- (d) cancel any or all outstanding orders, F/O Contracts in order to close the Account or Accounts of the Client;
- (e) close any of the Client's positions without the Client's consent; and
- (f) immediately close the Account(s).

16.6 All the actions under Clause 16.5 above may be taken by CIFL without margin call or demand for additional margin where applicable, and with or without notice to the Client, the Client's heirs, executors, administrators, personal representatives or assigns, or sale or purchase or other notice or advertisement and whether or not the ownership interest shall be solely the Client's or jointly with others. At any such sale or purchase CIFL may purchase the commodities free of any right of redemption and the Client agrees that in respect of any such sale CIFL shall have no liability for any loss thereby incurred and without prejudice to the generality of the foregoing the Client shall not (nor shall the Client be entitled to) make any claim against CIFL concerning the manner of sale or timing thereof.

- 16.7 The proceeds of such transactions are to be applied to reduce the indebtedness owing to CIFL, if any. Regardless of whether the Client holds a long position or a short position, CIFL has the right to perform forced liquidation for and on behalf of the Client for the purposes of setting off any indebtedness owing to CIFL. It is understood that, in all cases, a prior demand or call, or prior notice of time or place of sale or purchase shall not be considered a waiver of the right of CIFL to sell or to buy without demand or notice as herein provided, that the Client shall at all times be liable for the payment of any debit balance owing in such Account(s) with CIFL upon demand, and that in all cases, the Client shall be liable for any deficiency remaining in such Account(s) in the event of the liquidation thereof in whole or in part by CIFL or by the Client. Debit balance(s) in such Account(s) shall be charged with interest thereon at the rate specified in Clause 16.9 below and the Client shall promptly settle, upon demand, all liabilities outstanding to CIFL, together with all costs of collection (including reasonable legal fees).
- 16.8 In the event of any sale pursuant to this Clause:
- (a) CIFL shall not be responsible for any loss occasioned thereby howsoever arising if CIFL has already used reasonable endeavors to sell or dispose of the futures contracts, option contracts or commodities or any part thereof at the then available market price;
 - (b) CIFL shall be entitled to appropriate to itself or sell or dispose of the futures contracts, option contracts or commodities or any part thereof at the current price to any of CIFL's group companies without being in any way responsible for loss occasioned thereby howsoever arising and without being accountable for any profit made by CIFL and/or any of CIFL's group companies; and
 - (c) the Client undertakes to pay to CIFL any deficiency if the net proceeds of sale shall be insufficient to cover all the outstanding balances owing by the Client to CIFL.
- 16.9 The Client undertakes to pay interest to CIFL in respect of any debit balances on the Account(s) or any amount otherwise owing to CIFL at any time at such rate as may be specified from time to time by CIFL. Such interest shall accrue on a daily basis and shall be payable on the last day of each calendar month or upon any demand being made by CIFL.

17. Warranties and Representations

The Client hereby warrants and represents CIFL as follows:-

- (a) where the Client is an individual, that he has attained the age of majority and that he is legally capable of validly entering into the Client's Agreement and is of sound mind and legal competence and is not a bankrupt;
- (b) where the Client consists of more than one person and the Client is a joint holder of the Account that any one of the Client shall have full authority to give any instruction with respect to the Account (including but not limited to instructions with respect to buying or selling or withdrawals of excess funds), to receive demands, notices, confirmations, reports, statements and other communications of any kind it being understood and agreed that such demand, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each of the Client notwithstanding that they have not been sent to or received by any of the Client, generally to deal with CIFL in connection herewith as fully completely as if the other joint account holder or holders had no interest herein; and

- (c) where the Client or any one of the Client is a corporation:-
- (i) that it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;
 - (ii) that the entering into of the Client's Agreement and the opening of any Account with CIFL has been validly authorized by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;
 - (iii) that the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instruments constituting or defining its constitution and the board resolutions of the Client delivered to CIFL are true and accurate and still in force; and
 - (iv) that to the best of the knowledge of the Client, no steps have been taken or are being taken to appoint a receiver and/or manager, judicial manager or liquidator over, or to wind up the Client.

18. Termination

- 18.1 The Client's Agreement may be terminated by the Client by giving no less than seven (7) calendar days' written notice to CIFL. CIFL may terminate the Client's Agreement at any time by written notice to the Client. Such notice shall not affect any transaction entered into by CIFL prior to its receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of CIFL or the Client prior to such receipt.
- 18.2 Prior to the date of effectiveness of such termination, the Client shall give full instructions as regards the disposal or transfer of all positions of the Client in the Account. Otherwise, CIFL shall be entitled to dispose and transfer of such positions as CIFL deems fit.

19. Compensation Fund

In the case of a default committed by CIFL and the Client having suffered pecuniary loss thereby, the liability of the Compensation Fund will be restricted to valid claims as provided for in the SFO and will be subject to the monetary limits specified in the SFO and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or at all.

20. Consent to Tape Recording

The Client hereby consents to the tape recording of all telephone conversations between the Client, Client's representatives and CIFL.

21. Power of Attorney

The Client undertakes to do and execute any act, deed, document or thing which CIFL requires the Client to do in connection with the implementation, execution and enforcement of any of the terms conferred by or arising out of the Client's Agreement and the Client appoints CIFL as his attorney to do and execute all acts, deeds, documents or things on his behalf as CIFL considers necessary or desirable in connection with such implementation, execution and enforcement. The Client will ratify and confirm all such acts, deeds, documents or things so done by CIFL acting lawfully and in good faith.

22. Amendments

The Client agrees that these Terms may be amended by CIFL from time to time without prior notice to the Client in order to comply with the laws and regulations then in force which are applicable to these Terms and the transactions contemplated thereby. Any such amendments shall be deemed incorporated into and form part of these Terms.

23. Suitability of Financial Product

If CIFL solicits the sale of or recommend any Financial Product to the Client, the Financial Product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of the Client's Agreement or any other document CIFL may ask the Client to sign and no statement CIFL may ask the Client to make derogates from this Clause.

24. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Hong Kong and the Client hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

25. Disclosure

The Client authorizes CIFL or any of its agents, if requested by an exchange, clearing house or other regulatory authority or by any other person as the Applicable Laws may require, to provide to such authority details of the Account including all such information and all such documents (or copies thereof) in the possession of CIFL or any of its agents as may be required by such Exchange, Clearing House or regulatory authority, including without limitation the Client's name and the ultimate beneficiary of the Account and the Client shall not hold CIFL or any of its agents liable for any consequences arising out of such disclosure and the Client shall reimburse CIFL and any of its agents on demand all costs and expenses (if any) incurred in complying with requests for such disclosure.

26. Trading by CIFL

26.1 The Client is fully aware and hereby agrees that CIFL may, always subject to the Applicable Laws, contract as a principal in any transaction entered into between CIFL and the Client under the Client's Agreement.

26.2 CIFL may trade on its own account or on the account of any of its group companies.

26.3 Any of CIFL's directors, officers or employees may trade on his own account.

26.4 The Client consents that, with or without prior notice from CIFL, when CIFL executes buy or sell orders on behalf of the Client, CIFL, any of CIFL's directors, officers, employees and/or agents and any floor broker may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, regulations, customs, usages, rulings and interpretations then extant or in force of the Exchange or other market upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the Exchange or other market or other statutory body.

26.5 **THE CLIENT ACKNOWLEDGES THAT SUBJECT TO ANY PROVISIONS OF THE SFO AND ANY APPLICABLE LAW, CIFL MAY TAKE THE OPPOSITE POSITION TO THE CLIENT'S ORDER IN RELATION TO ANY F/O CONTRACT, WHETHER ON CIFL'S OWN ACCOUNT OR FOR THE ACCOUNT OF OTHER CLIENTS, PROVIDED THAT SUCH TRADE IS EXECUTED COMPETITIVELY ON OR THROUGH THE FACILITIES OF THE EXCHANGE IN ACCORDANCE WITH THE RULES, REGULATIONS AND PROCEDURES OF THE EXCHANGE OR THE FACILITIES OF ANY OTHER COMMODITY, FUTURES OR OPTIONS EXCHANGE IN ACCORDANCE WITH THE RULES OF SUCH OTHER EXCHANGE.**

27. Omnibus Account

The Client warrants and undertakes to CIFL that if the Client operates an Omnibus Account and the Client is not an Exchange Participant of the Exchange, the Client shall notify CIFL of the same and shall at all times:-

- (a) in his dealings with the person from whom he receives instructions with respect to the Omnibus Account, comply with and enforce the margin, variation adjustment and Interest Rate Cash Adjustment requirements and procedures as stipulated in the Rules of the Exchange and the Rules of the Clearing House as though the Client were an Exchange Participant of the Exchange and as though the person for whose account or benefit such instructions are given were the "Client" as defined in the Rules of the Exchange;
- (b) cause Exchange Contracts to be entered into in fulfilment of such instructions so that there shall in no circumstances be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of commodities under the laws of the Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items in contravention of the laws of the Hong Kong or any other applicable laws; and
- (c) impose the requirements of these Sub-clauses (a) and (b) and of this Sub-clause (c) upon, and ensure that they are complied with by all the persons through whom instructions pass with respect to the Omnibus Account as if each in turn was the Client for whom the Omnibus Account was operated.

28. Material Changes

The Client and CIFL covenant to notify each other forthwith of any material changes in the information supplied in Account Opening Form.

29. Miscellaneous

- 29.1 The Client's Agreement supersedes all previous agreements and arrangements (if any) between the Client and CIFL in relation to the opening of the Account with CIFL.
- 29.2 The provisions of these Terms shall be continuous, shall cover individually and collectively all accounts which the Client may open or re-open with CIFL, and shall enure to the benefit of, and bind CIFL, CIFL's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client.
- 29.3 No provisions of these Terms shall operate to remove, exclude or restrict any rights of the Client or obligations of CIFL under the laws of Hong Kong. If any provision of these Terms shall be rendered unenforceable or invalid by any court or regulatory agency or body, such unenforceability or invalidity shall not affect the enforceability or validity of the other remaining provisions of these Terms.
- 29.4 Time shall in all respects be of the essence for the performance of the Client's obligations under or in relation to the Client's Agreement.
- 29.5 The Client shall not assign any of his rights and/or obligations under the Client's Agreement to any other party except with CIFL's prior written consent.
- 29.6 No act or omission to act or forbearance by CIFL shall be or be deemed to be a waiver by CIFL of any rights against the Client. Any consent or waiver given by CIFL shall operate as a consent or waiver only in relation to the particular matter it relates and shall in no way be considered as a consent waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of CIFL in future unless expressly so provided in writing and duly signed by and on behalf of CIFL.
- 29.7 A person who is not a party to the Client's Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of Hong Kong) or otherwise to enforce or to enjoy the benefit of any term of the Client's Agreement.

30. Statement and Declaration

- 30.1 The Client declares that:-
- (a) the contents of the Client's Agreement have been fully explained to the Client in a language he understands and the Client understood the contents of the Client's Agreement and accepts the terms and conditions of the Client's Agreement;
 - (b) Account Opening Form given by the Client is true and complete and that CIFL may rely fully on such information for all purposes;
 - (c) the Client authorizes CIFL at any time to contact anyone, including the Client's bankers or any credit agency, for the purposes of verifying the information provided by the Client;

- (d) the Client has read, understood and agreed to be bound by the contents of the Client's Agreement, these Terms including the Risk Disclosure Statements, the Hang Seng Indices Futures Disclaimer, the Hang Seng Indices Options Disclaimer and the Exchange Disclaimer, and all other Appendices hereto, which shall form an integral part of the Client's Agreement and which have been fully explained to him in a language he understands, and further understands and agrees that CIFL may update the Appendices from time to time and will notify the Client accordingly; and
- (e) the Client has been advised to obtain independent legal advice and has had the opportunity to obtain the same.

30.2 CIFL shall provide to the Client Contract Specifications (as defined in the Rules of the Exchange), a full explanation of margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent.

31. English Version Prevails

The Client agrees that if there is any inconsistency between the Chinese and English versions of these Terms, the English version shall prevail.

32. Appendices to these Terms

32.1 The Client acknowledges and agrees that the Appendices form an integral part of these Terms, and that the Client has read, understood and agreed to be bound by the provisions of the Appendices.

32.2 The Client understands and agrees that CIFL may update the Appendices from time to time and CIFL will notify the Client accordingly.

ADDITIONAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF THE ELECTRONIC TRADING SERVICES

1. Definitions and Interpretation

- 1.1 In these Additional Terms and Conditions (“**Additional Terms**”), unless the context otherwise requires, the following expressions shall have the following meanings:-

“ Access Codes ”	means together the Login and Trading Password and the User ID;
“ CIFL Web Service ”	means the electronic trading service provided by CIFL under these Additional Terms comprising the Service, the CIFL Mail, the Information contained in the CIFL Website and the software comprised in them;
“ Information ”	means data, database, quotes, news, research, graphics, drawings, text and other information accessible through the Service;
“ Information Providers ”	means the third parties who provide the Information, including but not limited to various futures markets, such as HKFE and their subsidiaries or associate companies;
“ Information Transmitters ”	means the third parties who transmit the Information;
“ Intellectual Property Rights ”	means any patents, designs (whether registered or not), trade mark, services mark, copyright, know-how, trade secrets, goodwill and any associated or similar rights in each case and in any jurisdiction;
“ Password ”	means the Client’s personal password, used in conjunction with the User ID to gain access to the Service, the Information, the CIFL Mail and other services offered by CIFL;
“ Service ”	means any facility provided by, and/or on behalf of, CIFL which enables the Client to give electronic instructions to purchase and sell Exchange Contracts and to receive the Information, the CIFL Mail and related services; and
“ User ID ”	means the Client’s personal identification used in conjunction with the Password to gain access to the Service, the Information, the CIFL Mail and other services offered by CIFL.

- 1.2 Unless otherwise specified, terms not defined in these Additional Terms shall have the same meanings assigned to them in the Terms and Conditions.

- 1.3 Unless otherwise specified, these Additional Terms are made without prejudice and in addition to all other provisions in the Terms and Conditions. Please note the risk disclosure statement in the attached Appendix relating to services provided through electronic means.

2. Application of the Client's Agreement

CIFL may provide the Client with the Service, and the Client hereby requests the provision of such service, upon the terms and conditions as embodied in the Client's Agreement and these Additional Terms, as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by CIFL.

3. Service

3.1 The Client agrees to use the Service only in accordance with the provisions of these Additional Terms. Any additional services offered through the CIFL Web Service in the future shall only be used by the Client in accordance with the provisions of these Additional Terms.

3.2 The Client may from time to time, instruct CIFL, acting as the Client's agent, to purchase and/sell Exchange Contracts for the Account on or otherwise deal with receivables or monies on behalf of the Client through the Service.

3.3 The Client agrees that the Client shall be the only authorized user of the Service under these Additional Terms. The Client shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to the Client by CIFL and undertake:

- (i) not to disclose any Access Codes to any third party;
- (ii) not to record any Access Codes in a way that could facilitate unauthorized disclosure, misuse or fraud; and
- (iii) to immediately report any loss, unauthorized disclosure or misuse of the Client's Access Codes to CIFL in writing or by telephone.

3.4 The Client recognizes and accepts that the risk of any misunderstanding or error or the risk of any unauthorized instructions shall be borne by the Client.

3.5 The Client acknowledges and agrees that the Client shall be wholly and solely responsible for all instructions entered through the Service. The Client further acknowledges that the Service, CIFL Mail, CIFL's website, and the software comprised in them, are proprietary to CIFL. The Client undertakes and warrants that the Client shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer, damage, destroy or otherwise alter in any way, and shall not attempt to gain unauthorised access to, any part of the Service, CIFL Mail, CIFL's website, and any of the software comprised in them. The Client agrees that CIFL shall be entitled to close any or all of the Accounts immediately without notice to the Client, and the Client acknowledges that CIFL may take legal action against the Client, if the Client at any time breaches this warranty and undertaking or if CIFL at any time reasonably suspects that the Client has breached the same. The Client undertakes to notify CIFL immediately if the Client becomes aware that any of the actions described above in this Paragraph is being perpetrated by any other person.

3.6 As and when CIFL allows the Client to open an Account online with CIFL (if so applicable), in addition to completing and returning the Client's Agreement through the Internet, the Client agrees to return to CIFL the hard copy of the Client's Agreement (including the Account Opening Form and applicable Risk Disclosure Statement) duly completed and executed.

- 3.7 Unless otherwise agreed between CIFL and the Client, CIFL will not execute any trading orders of the Client until there are sufficient cleared funds, commodities or other assets acceptable to CIFL in the Account to settle the Client's transactions and upon receipt of the documents as stated in Clause 3.5 above.
- 3.8 CIFL will not be deemed to have received the Client's instructions or have executed the Client's orders unless and until the Client is in receipt of CIFL's message acknowledging receipt or confirming execution of the Client's orders, either electronically or by hard copy.
- 3.9 The Client acknowledges and agrees that, as a condition of using the Service to give instructions, the Client shall immediately notify CIFL if:
- (a) an instruction has been placed through the Service and the Client has not received an instruction number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
 - (b) the Client has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which the Client did not instruct or any similar conflict;
 - (c) the Client becomes aware of any of the acts stated in Clause 3.4 above being done or attempted by any person;
 - (d) the Client becomes aware of any unauthorised use of the Client's Access Codes;
 - (e) the Client has difficulties with regard to the use of the Service; or
 - (f) the Client has lost the SIM Card.
- 3.10 The Client agrees to review every order before entering it as it may not be possible to cancel the Client's instructions once given.
- 3.11 The Client agrees that CIFL shall not be liable for any loss the Client or any other person may suffer as a result of using or attempting to use the Service unless such loss or damage is caused by willful default or gross negligence on the part of CIFL. The Client further undertakes to indemnify CIFL, on a full indemnity basis, on demand, for any loss or damage CIFL may suffer as a result of the use of the Service, except to the extent that such loss or damage is outside the Client's control.
- 3.12 The Client acknowledges and agrees that if the mode of communication used by the Client in the course of the Service becomes temporarily unavailable, the Client can during such period continue to operate the relevant Account subject to the right of CIFL to obtain such information regarding the verification of the Client's identity as it may from time to time think fit.
- 3.13 The Client acknowledges that exchanges and certain associations assert proprietary interests and rights over all market data they furnish to parties who disseminate such data and agrees not to do any act which would constitute any infringement or encroachment of such rights or interests. The Client also understands that CIFL does not guarantee the timeliness, sequence, accuracy or completeness of market data or any market information (including any information provided to the Client through the Service). CIFL shall not be liable in any way for any loss arising from or caused by (1) any inaccuracy, error in or omission from any such data, information or message; (2) any delay in the transmission or delivery thereof; (3) any suspension or congestion in communication; (4) any unavailability or interruption of any such data, message or information whether due to any act of CIFL; or (5) any forces beyond the control of CIFL.

- 3.14 The Client agrees to pay all subscription, service and use fees, if any, that CIFL may charge him for the Service and agrees that such fees may be changed without notice.
- 3.15 The Client acknowledges and agrees that although he may be able to access *pro forma* confirmation and statement of accounts through the Service, only the daily and monthly statements of accounts issued and delivered by CIFL by mail or by electronic means shall be conclusive and binding.
- 3.16 The Client acknowledges and agrees that CIFL may disclose the Client's electronic communications to the same extent CIFL may disclose other information about the Client or relating to Account as provided elsewhere in the Client's Agreement.
- 3.17 The Client understands and accepts that CIFL may at any time in its sole discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the Service and the Client's ability to trade. The suspension, prohibition, restriction or termination of access or closing of the Account by CIFL will not affect the rights and/or obligations of either party incurred prior to the date of the suspension, prohibition, restriction or termination of access or closing of the Account.

4. Trade Instructions

- 4.1 The Client may enter trade instructions through the Service. The giving of a trade instruction with CIFL (whether by electronic means or otherwise) does not guarantee execution of an order. The Client understands that neither CIFL nor any of its officers, employees or agents shall be responsible for any order that is not executed.
- 4.2 Each trade instruction given by the Client shall include the details and comply with the limitations as specified by CIFL and notified to the Client from time to time through the Internet. CIFL shall have no obligation to accept any trade instruction which does not comply with the limitations specified by CIFL, but may do so in its discretion. Acceptance of any such nonconforming instruction shall not obligate CIFL to accept any subsequent nonconforming instructions.
- 4.3 CIFL may refuse to accept and/or carry out any trade instruction without being obliged to give any reasons for such refusal. For the avoidance of doubt, CIFL may reject a trade instruction for any reason whatsoever, including but not limited to the following:-
- (a) The trade instruction does not comply with the limitations and requirements set forth in Clause 4.2 above.
 - (b) The price published in CIFL's Website shall have expired or has been withdrawn.
 - (c) The terms of the trade instruction cannot be determined with certainty by CIFL.
 - (d) There is lack of sufficient funds in the Account to settle the transaction.
- 4.4 A trade instruction which for any reason, including failure of the Service to transmit such instruction, is not received by CIFL in a manner in which it can be processed shall be deemed rejected by CIFL.
- 4.5 CIFL shall not be deemed to have received the Client's trade instructions unless and until the Client is in receipt of CIFL's message acknowledging receipt, either electronically or by hard copy. Receipt of the Client's trade instructions, however, does not guarantee such trade instructions will be executed by CIFL.

- 4.6 The Client agrees to review every order before entering it as it may not be possible to cancel the Client's instructions once given. The Client may request to cancel or amend his instructions but CIFL is not obliged to accept any such request. The Client acknowledges that instructions may be cancelled or amended only before execution. In the case of full or partial execution of the Client's cancelled instructions, the Client accepts full responsibility for the executed transactions and CIFL shall incur no liability in connection therewith.
- 4.7 The Client further acknowledges and agrees that none of the Information Providers shall be a party to, nor shall it have any obligations under or with respect to, any transaction (whether entered electronically or otherwise) between CIFL and the Client.

5. Intellectual Property Rights

- 5.1 The Client acknowledges and agrees that CIFL is the proprietor or the authorized licensee of all Intellectual Property Rights subsisting in the Information, software programmes relating to the CIFL Web Service and the source code thereof. The Client shall not attempt to, tamper with, modify, disassemble, decompile, reverse engineer, damage, destroy or otherwise alter in any way or sub-license, and shall not attempt to gain unauthorized access to, the Information, the source code of any software contained in the Information or any part of the CIFL Web Service. The Client undertakes to notify CIFL immediately if the Client becomes aware that any of the actions described above in this Clause is being perpetrated by any other person.
- 5.2 The Client acknowledges that CIFL obtains the Information from the Information Providers. The Client agrees to comply with all conditions and restrictions imposed by the Information Providers, including but not limited to Exchange in relation to the supply and use of the Information. In particular, the Client agrees:-
- (a) that the Information is provided to the Client is for his individual use only and that he shall not use the Information or any part thereof other than in the ordinary course of the Client's own business (which shall not include any dissemination to third parties);
 - (b) not to use the Information to establish, maintain or provide or to assist in establishing, maintaining or providing a trading floor or dealing service for trading in Exchange Contracts;
 - (c) not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner to any other person without the express written consent of CIFL and the Information Providers; and
 - (d) not to use or permit the use of any Information for any illegal purpose.
- 5.3 The Client agrees that the Client's shall not assign, transfer or sub-license all or any part of his rights under the provisions of these Additional Terms.
- 5.4 The Client shall allow CIFL or any person authorized by CIFL in writing to, upon receiving its written request, inspect promptly thereafter the premises and records of the Client for any lawful purpose in connection with the provisions of these Additional Terms including but not limited to the purpose of satisfying that the Client is not using the Information or the software comprised in it contrary to any provision contained herein.

6. No Warranty or Guarantee

- 6.1 The Client acknowledges and agrees that the Service is provided to the Client on an “as is” basis and that the use of the Service is at the sole risk of the Client. The Client accepts that neither CIFL nor the Information Providers make any warranty of any kind whatsoever relating to the Service (including any Information furnished through the Service, whether), express or implied, including without limitation, non-infringement of third party rights or merchantability or fitness for any particular purpose or use.
- 6.2 The Client acknowledges that owing to market volatility and possible delay in the data transmission process, the data may not be real-time market quotes for the relevant Exchange Contracts. The Client acknowledges that CIFL has no independent basis to verify or contradict the accuracy or completeness of the Information provided. No recommendation or endorsement from CIFL shall be inferred from the Information provided.
- 6.3 The Client understands that neither CIFL, its agents, the Information Providers nor the Information Transmitters guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the Information.

7. Limitations of Liability

- 7.1 The Client agrees that neither CIFL, its officers, employees, agents, the Information Providers nor the Information Transmitters shall be liable for any loss or damages:-
- (a) of any kind, whether direct, indirect, special, consequential or incidental (including lost profits and trading losses), resulting from access or use of, or inconvenience, delay, loss or suspension of the access or use, of the Service, including without limitation damages resulting from the act, omission, mistake, delay or interruption of the Information Providers or the Information Transmitters, even if CIFL, its officers, employees, agents, the Information Providers or the Information Transmitters have been advised of the possibility of such damages; or
 - (b) resulting from a cause over which CIFL, its officers, employees, agents, the Information Providers or the Information Transmitters do not have control, including but not limited to any government restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines; telephone or other interconnection problems; incompatibility of computer hardware or software; failure or unavailability of Internet access; problems with Internet service providers or other equipment or services relating to the Client’s computer; power failure; problems with data transmission facilities; unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labour disputes.
- 7.2 The Client agrees that CIFL shall not be responsible for any damage to the Client’s computer, software, modem, telephone or other property resulting from the Client’s use of the Service.

8. Indemnification

The Client agrees to indemnify and hold CIFL, its officers, employees, agents, the Information Providers and the Information Transmitters harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with the Client’s use of the Service, including but not limited to his violation of these Additional Terms or infringement of any Intellectual Property Rights. This obligation will survive the termination of the Client’s Agreement.

9. Risk Disclosure

The Client acknowledges and accepts that:-

- (a) access to the Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons;
- (b) due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication and that such unreliability is beyond CIFL's control;
- (c) transactions conducted via electronic means may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet;
- (d) instructions may not be executed or may be delayed so that they may be executed at prices different from those prevailing at the time the Client's instructions were given;
- (e) communications and personal data may be accessed by unauthorized third parties;
- (f) the Client's instructions may be executed without being subject to human review;
- (g) it is usually not possible to cancel an instruction after it has been given; and
- (h) there may be system failure, including the failure of hardware and software or breakdown of communication facilities, which may result in the Client's instruction not being executed according to the Client's instruction or is not executed at all.

10. Exchange Disclaimer

THE CLIENT HEREBY ACKNOWLEDGES THAT THE HONG KONG FUTURES EXCHANGE LIMITED ENDEAVOURS TO ENSURE THAT ACCURACY AND RELIABILITY OF THE INFORMATION PROVIDED BUT DOES NOT GUARANTEE ITS ACCURACY OR RELIABILITY AND ACCEPTS NO LIABILITY (WHETHER IN TEXT OR CONTRACT OR OTHERWISE) FOR ANY LOSS OR DAMAGE ARISING FROM ANY INACCURACIES OR OMISSIONS.

11. Miscellaneous

- 11.1 The Client acknowledges that the Client has read, understood and agreed to be bound by the provisions of these Additional Terms, which have been explained to the Client in a language the Client prefers (English or Chinese).
- 11.2 These Additional Terms shall remain in full force and effect until CIFL acknowledges receipt in writing of the Client's written instruction to terminate the Client's Agreement in accordance with Clause 18 of the Terms and Conditions.

THIS IS A CONTRACTUAL AGREEMENT, DO NOT SIGN IT UNTIL AFTER YOU (THE CLIENT) HAVE READ IT AND THE FOLLOWING RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS TRADING, HANG SENG INDICES FUTURES DISCLAIMER, HANG SENG INDICES OPTIONS DISCLAIMER AND THE EXCHANGE DISCLAIMER CAREFULLY. THEY SHALL FORM AN INTEGRAL PART OF THE CLIENT'S AGREEMENT.

APPENDIX 1

RISK DISCLOSURE STATEMENTS

The following Risk Disclosure Statements are furnished to you (the Client) by Cinda International Futures Limited (“CIFL”) pursuant to Paragraph 6.2(h) of the Code of Conduct for Persons licensed by or Registered with the Securities and Futures Commission. These statements form an integral part of the Terms and the Client’s Agreement.

You (the Client) are requested to note the contents of the same carefully and sign the acknowledgement in Account Opening Form. By executing the Account Opening Form, you acknowledge that you have received and read these statements in a language of your choice (English or Chinese) and confirm your understanding of the risks which may arise in connection with the investments and transactions relating to the Account(s). These risk disclosure statements do not disclose or purport to disclose all the risks and relevant considerations in connection with all the investments and transactions relating to the Account(s). You should refrain from making any investment or transaction unless you fully understand the risks involved and has obtained independent legal, tax, financial and other advice from your own advisers as you consider appropriate. CIFL is not, and shall not be deemed to be, your financial advisor.

RISK OF TRADING FUTURES AND OPTIONS

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

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

FUTURES

1. Effect of “Leverage” or “Gearing”

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

2. Risk-Reducing Orders or Strategies

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

OPTIONS

3. Variable Degree of Risk

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

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

Selling (“writing” or “granting”) 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.

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

4. Terms and Conditions of Contracts

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

5. Suspension or Restriction of Trading and Pricing Relationships

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

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

6. Deposited Cash and Property

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

7. Commission and Other Charges

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

8. Transactions in Other Jurisdictions

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

9. Currency Risks

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

10. Trading Facilities

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

11. Electronic Trading

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

12. Off-Exchange Transactions

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

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

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

RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

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

RISK OF USING THE INTERNET

You should note that (a) access to the services provided by CIFL may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons; (b) transactions conducted through the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet; (c) instructions may not be executed or may be delayed so that they are executed at prices different from those prevailing at the time the instructions were given; (d) communications and personal data may be accessed by unauthorized third parties; (e) your instructions may be executed without being subject to human review; and (f) there may be system failure which may result in your instruction not being executed.

You should also note that it is not usually possible to cancel an instruction after it has been given, and you should exercise caution before placing all orders. Any attempt you make to cancel an order is simply a “request to cancel”. Whilst CIFL will use its reasonable efforts to process your “request to cancel”, CIFL will not be liable to you if CIFL is unable to change or cancel the order.

APPENDIX 2

DISCLAIMERS

The following disclaimers are furnished to you (the Client) by CIFL pursuant to Regulation 020(a) of the Regulations for Trading Stock Index Futures and Regulation 024(a) of the Regulations for Trading Stock Index Options adopted by the Exchange. These disclaimers form an integral part of the Terms and the Client's Agreement.

You (the Client) are requested to note the contents of the same carefully and sign the acknowledgement in Account Opening Form. By executing the Account Opening Form, you acknowledge that you have received and read these disclaimers in a language of your choice (English or Chinese) and confirm your understanding of the regulations in connection with the investments and transactions relating to the Account(s).

HANG SENG INDICES FUTURES DISCLAIMER

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

HANG SENG INDICES OPTIONS DISCLAIMER

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

EXCHANGE DISCLAIMER

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

APPENDIX 3

CLIENT-BASED DELTA POSITION LIMITS IMPOSED BY RULE 632A OF THE RULES OF THE HONG KONG FUTURES EXCHANGE LIMITED (“HKFE”)

This Notice governs the trading of futures contracts and options contracts in Hong Kong. It forms an integral part of the Terms and the Client’s Agreement. You (the Client) are requested to note the contents of the same carefully and sign the acknowledgment in the Account Opening Form. By executing the Account Opening Form, you acknowledge that you have received and read this Notice in a language of your choice (English or Chinese) and confirm your understanding of the contents of this Notice.

HKFE Rule 632A imposes a limit on the positions in Hang Seng Index (“**HSI**”) Futures, HSI Options, Mini-HSI Futures and Mini-HSI Options combined held by a person or group of persons. This Rule is intended to avoid potentially destabilizing market conditions arising from an over concentration of positions accumulated by a single person or group of persons. Details of the said rule are set out as follow. If you are in any doubt about this document or the risks involved in non-compliance with Rule 632A, you should consult your dealer or independent professional. (In the event of any difference in interpretation or meaning between the Chinese and English version of this document, the English version shall prevail.)

1. No person shall own or control positions in HSI Futures, HSI Options, Mini-HSI Futures and Mini-HSI Options Markets combined that exceed a position delta of 10,000 long or short in all contract months combined, or own or control positions in the Mini-HSI Futures Market or Mini-HSI Options that exceed a position delta of 2,000 long or short in all contract months combined. For this purpose, the position delta of one Mini-HSI Futures Contract will have a value of 0.2 and the position delta of one Mini-Hang Seng Index Option Contract will be one fifth of the position delta of the corresponding series in the Hang Seng Index Option Contract (“**Position Limit**”).
2. In determining the position delta for a person, the positions of all accounts under the direct or indirect common control or management of a person, and the positions of all accounts of persons acting pursuant to an express or implied agreement or understanding, shall be subject to aggregation.
3. Where different accounts or groups of accounts are managed by the same person or follow the investment strategies of the same person, the positions in such accounts shall be considered to be under the direct or indirect common control or management of the person and shall be aggregated for the purpose of Exchange Rule 632A. These include, but not limited to, mutual funds, discretionary accounts or trusts advised or managed by the same investment adviser, strategist or fund manager.
4. If a client holds positions of an account or aggregated accounts which exceed the Position Limit, HKFE will request CIFL to liquidate the client’s positions necessary to bring the account or aggregated accounts into compliance with the Position Limit.
5. In addition, CIFL will not execute client’s order when CIFL has knowledge that such client’s aggregated positions approach the Position Limit and that the execution of such order will result in a breach of the Position Limit.

APPENDIX 4

ADDITIONAL TERMS AND DISCLAIMERS CONCERNING TRADING RENMINBI CURRENCY FUTURES

The following are additional terms and conditions, risk disclosure statements and disclaimers concerning the trading of Renminbi (“RMB”) currency futures (“RMB Futures Terms”). These RMB Futures Terms form an integral part of the Terms and the Client’s Agreement.

You (the Client) are requested to note the contents of the same carefully and sign the acknowledgment in the Account Opening Form. By executing the Account Opening Form, you acknowledge that you have received and read the RMB Futures Terms in a language of your choice (English or Chinese) and confirm your understanding of its contents.

RMB currency futures contract is a product trading in the Exchange and it is quoted, margin and settled in RMB. The contract is quoted in standard interbank FX terms: RMB to USD. The contract will be settled at expiration by exchanging principal (contract size in USD) versus payment in RMB and the final settlement price is based on the spot USD/CNY (HK) fixing published by the Treasury Markets Association of Hong Kong (“the TMA”) at 11:15 am on the last trading day.

ADDITIONAL TERMS AND CONDITIONS

Delivery and Liquidating Instructions

1. At least five (5) business days prior to last trading day of RMB currency futures contract, Client must give CIFL instructions to liquidate or make/take delivery for the contract. If Client wants to make/take delivery of RMB upon expiration of the contract, Client must deliver to CIFL sufficient funds required in connection with the delivery at least one (1) business day prior to last trading date of the contract.
2. If the instructions, or such funds referred to clause 1 above are not received by CIFL by the time specified, CIFL may, without notice to Client, either liquidate the position or make or receive delivery on Client’s behalf. Client understands that he/she shall be responsible for all the expenses incurred by CIFL in connection with the above and that CIFL shall not be liable for any loss that may thereby be incurred.

Risk Disclosure Statement

In general, a non-Mainland (including Hong Kong) investor who holds a local currency other than RMB will be exposed to currency risk if he/she invests in RMB currency futures contracts. This is because RMB is a restricted currency and subject to exchange controls, Client may have to convert the local currency into RMB when he/she invests in RMB currency futures contracts. When Client liquidates the position, Client may also need to convert RMB received into the local currency. During these processes, Client will incur currency conversion costs and also be exposed to currency risk. Like any currency, the exchange rate of RMB may rise or fall. Further, RMB is subject to conversion restrictions and foreign exchange control mechanism.

DISCLAIMER AND COPYRIGHT NOTICE REGARDING INFORMATION PROVIDED ON THE TMA'S WEBSITE

The following disclaimer and copyright notice regarding information provided on the TMA's website (<https://www.tma.org.hk>):

The content in this website (including but not limited to the benchmarks administrated by the Treasury Markets Association (TMA) and reference rates made available by the TMA (collectively the “**Rates**”)) are provided with delays for general information purposes only.

While the TMA will make all reasonable efforts to ensure the accuracy of the Rates and the content on this website, the TMA and other data providers make no warranty, representation or undertaking, expressed or implied by law or otherwise, in relation to the Rates and the content in this website, and expressly disclaim, to the fullest extent permitted by applicable law, all liability in any form whatsoever with respect to any errors or omissions, or losses caused by disruptions in the service or late publication of the Rates or inaccuracy of the Rates or otherwise arising from the use of or reliance on the Rates and content in this website. The TMA may engage third party contributors to provide information for the determination of the Rates. Such third party contributors and affiliates provide information on an “as is” basis, and expressly disclaim all liability for any loss or damage whatsoever incurred by any person arising out of or in connection with its use of the Rates.

By using any content of this website and the Rates, you fully accept and agree to comply with all of the terms and conditions set out herein. If you do not accept these terms and conditions, you should immediately stop using this website and the Rates. It is your responsibility to review these terms and conditions periodically. The TMA reserves the right to modify these terms and conditions from time to time without notice. After you have agreed to these terms and conditions, your continued usage of the Rates and this website shall constitute your acceptance of the prevailing version of terms and conditions set out by the TMA.

The information provided on this website is for reference only. Although extreme care has been taken to ensure that the information provided on this website is accurate and up-to-date, TMA does not warrant that all, or any part of, the information provided is accurate in all respects. You are encouraged to conduct your own enquiries to verify any particular piece of information provided on this website. TMA shall not be liable for any loss or damage suffered as a result of any use or reliance on any of the information provided on its website.

The content available on this website, including but not limited to all text, graphics, drawings, diagrams, photographs and compilation of data or other materials, are protected by copyright. TMA is the owner of all copyright works contained in this website. The information or part of it may be re-disseminated or reproduced provided the source of the information is acknowledged and that the re-dissemination or reproduction is for a non-commercial purpose.

APPENDIX 5

INSTRUCTIONS OF INDIVIDUAL – SELF CERTIFICATION FORM (FATCA AND CRS)

The following are instructions and information concerning the Self Certification Form set out as Section A of the Account Opening Form. These instructions form an integral part of the Terms and the Client's Agreement.

You (the Client) are requested to note the contents of the same carefully and sign the acknowledgment in the Account Opening Form. By executing the Account Opening Form, you acknowledge that you have received and read the instructions in a language of your choice (English or Chinese) and confirm your understanding of your obligations in relation to the Self Certification Form.

Regulations based on the United States Government's Foreign Account Tax Compliance Act ("FATCA") and Organisation for Economic Co-operation and Development's ("OECD") Common Reporting Standard ("CRS") require financial institutions to collect and report certain required information based on an individual account holder's or controlling person of an entity account holder's tax residency status.

Each jurisdiction has its own rules for defining tax residence. In general, tax residence is the country in which the Client lives. Special circumstances (such as studying abroad, working overseas or extended travel) may cause the Client to be resident elsewhere or resident in more than one country at the same time (multiple tax residencies). The country/countries in which the Client pays income tax are likely to be his/her country/countries of tax residence. For more information on tax residence, please consult the Client's tax adviser or the information at the following links for FATCA and CRS at <https://www.irs.gov/> and <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/> respectively.

If the Client's tax residency status is located outside of the country in which this account is maintained, CIFL may be legally obliged to pass on the information in the Self Certification Form and other financial information with respect to the financial accounts to the tax authorities in the country where CIFL is located and/or U.S. Internal Revenue Service. The aforementioned information may then be shared between different countries' tax authorities.

The Self Certification Form will generally remain valid unless there is a change in circumstance relating to the Client's tax residency status or other mandatory fields included in the Self Certification Form. The Client must notify CIFL within thirty (30) calendar days if there is a change in circumstance that affects the tax residency status of the individual or makes any of the information provided in the Self Certification Form incorrect or incomplete and provide an updated Self Certification Form.

The Self Certification Form is intended to request information only where such request is not prohibited by applicable local law or regulations.

As a financial institution, CIFL is not allowed to give tax or legal advice. If the Client has any questions about the Self Certification Form, these instructions, or defining the Client's tax residency status, please speak to the Client's tax adviser or domestic tax authority.

APPENDIX 6

NOTICE OF PERSONAL DATA (PRIVACY) POLICY

The following Notice of Personal Data (Privacy) Policy (“Policy”) is furnished to you (the Client) by CIFL pursuant to the provisions of Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong). The Policy forms an integral part of the Terms and the Client’s Agreement.

You (the Client) are requested to note the contents of the same carefully and sign the acknowledgment in the Account Opening Form. By executing the Account Opening Form, you acknowledge that you have received and read the Policy in a language of your choice (English or Chinese) and confirm your understanding of the contents of the Policy.

1. From time to time, it is necessary for clients who are individuals to supply CIFL with data which are personal data (“Data”) for the purposes of the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong). The purposes for which Data (and other information) relating to clients may be used as follows:
 - the daily operation of the services and facilities provided to clients;
 - conducting credit checks and ensuring client’s ongoing credit worthiness;
 - assisting other institutions to conduct credit checks;
 - designing and marketing financial services or related products to clients;
 - meeting the requirements to make disclosure under the requirements of any law or regulations; and
 - any other purpose relating to or in connection with CIFL’s business or dealing or the business or dealings of CIFL’s group companies.
2. Data (and other information) held by CIFL relating to clients will be kept confidential but CIFL may disclose all Data (and other information) to:
 - any officer, employee, agent, contractor or third party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to CIFL in connection with the operation of CIFL’s business;
 - any financial institution with which the client has or proposes to have dealings;
 - regulatory or judicial authorities and other relevant government or statutory bodies;
 - any other person under a duty of confidentiality to CIFL including CIFL’s group companies which has undertaken to keep such information confidential;
 - CIFL shares information regarding clients among CIFL and its group companies only in accordance with strict internal security standards and confidentiality policies and with applicable laws;
 - CIFL holds its employees fully accountable for adhering to those standards, policies and laws;
 - CIFL does not share information about its clients with other companies except in order to conduct its business, comply with applicable laws, protect against fraud or make available special offers of products and services that CIFL feels may be of interest to its clients. CIFL may also provide information to regulatory authorities and law enforcement officials in accordance with applicable laws; and

- CIFL has established high standards for protecting information regarding its clients from unauthorized alteration or destruction.
3. CIFL intends to use your personal data in direct marketing and CIFL requires your consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
 - a. your name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data held by CIFL from time to time may be used by CIFL in direct marketing;
 - b. financial, insurance, securities, futures, commodities, fixed income, asset management, equity financing, investment and related financial services and products and subjects may be marketed.
 4. Under and in accordance with the terms of the Personal Data (Privacy) Ordinance each client has a right to:
 - a. check whether CIFL holds Data about the client and the right of access to such Data;
 - b. require CIFL to correct any Data relating to the client which is inaccurate; and
 - c. ascertain CIFL's policies and practices in relation to Data and be informed of the kind of his/her personal data held by CIFL.
 5. Request for access and/or correct any data that client has submitted shall be sent to the following address:

Cinda International Futures Limited
~~45/F, COSCO Tower,~~ Suites 5801-04&08, 58/F, Central Plaza,
~~183 Queen's Road Central, Hong Kong~~ 18 Harbour Road, Wanchai, Hong Kong
 Attn: Securities & Futures Department

or contact our Customer Service Hotline:
 China 400-1200-311 or Hong Kong (852) 2235-7789
 6. In accordance with the terms of the Personal Data (Privacy) Ordinance, CIFL has the right to charge a reasonable fee for the processing of any Data access request.
 7. If the scope of, or the purpose of processing, the Data relating to clients referred to in paragraph 1 above and/or the designated recipients referred to in paragraph 2 above changes, CIFL will inform you separately and obtain the consent from you in accordance with applicable laws.
 8. CIFL will keep the Data collected for as long as it reasonably needs it for the purposes set out in paragraph 1 above or on a longer term basis in accordance with applicable laws and policies and procedures of CIFL, or until receipt of the client's request to delete such personal Data, subject to limitations on technical feasibility.
 9. CIFL updates this Policy from time to time and asks that clients regularly check CIFL's website to make sure client is familiar with the most recent version.

If there is any discrepancy between the English and Chinese versions, the English version shall apply and prevail.

APPENDIX 7

CLIENT MONEY STANDING AUTHORITY

This letter of authority (“Standing Authority”) is to be given by you (the Client) to CIFL pursuant to the Securities and Futures (Client Money) Rules (Cap. 571I of the Laws of Hong Kong) (“Client Money Rules”). This Standing Authority forms an integral part of the Terms and the Client’s Agreement.

You (the Client) are requested to note the contents of the same carefully and sign the acknowledgment in the Account Opening Form. By executing the Account Opening Form, you acknowledge that you have received and read the Standing Authority in a language of your choice (English or Chinese) and confirm that you agree to give and be bound by the authorisations given under the Standing Authority.

To: Cinda International Futures Limited

This Standing Authority covers money held or received by CIFL in Hong Kong (including any interest derived from the holding of the money which does not belong to CIFL) in one or more segregated account(s) on my/our behalf (“Monies”).

Unless otherwise defined, all the terms used in this Standing Authority shall have the same meanings as in the SFO and Client Money Rules as amended from time to time.

This Standing Authority authorises CIFL to do the followings without giving me/us notice:

1. combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by CIFL and/or any of its associated companies (“**Cinda International Group**”) and CIFL may transfer any sum of Monies to and between such segregated account(s) to satisfy my/our obligations or liabilities to any member of Cinda International Group, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several;
2. transfer any sum of Monies interchangeably between any of the segregated accounts maintained by any member of Cinda International Group and/or any segregated accounts opened and maintained by any member of Cinda International Group with CIFL’s broker(s) and/or clearing firm(s) (whether they are Cinda International Group’s associated companies or not) in Hong Kong or elsewhere at any time for the purpose of satisfying margin requirement, dealing, clearing and/or settlement requirement of securities, futures contracts and/or other financial products;
3. keep my/our Monies with CIFL’s broker(s) and/or clearing firm(s) in Hong Kong or elsewhere after trading to facilitate future dealing, clearing and/or settlement of securities, futures contracts and/or other financial products;
4. convert the Monies into any other currency(ies); and
5. return any rejected third-party deposit to its source.

This Standing Authority is given to CIFL in consideration of its agreeing to continue to maintain cash and/or margin securities trading and/or futures and/or options account(s) for me/us.

This Standing Authority is given without prejudice to other authorities or rights which Cinda International Group may have in relation to dealing in Monies in the segregated accounts.

This Standing Authority shall be valid from the date of signing and shall expire on 31st of August every year and may be automatically renewed as below. However, I/we may revoke this Standing Authority at any time by giving you not less than fourteen (14) calendar days' written notice addressed to the Customer Service Department at the address specified in the Account Opening Form. Such notice of revocation shall take effect on expiry of the said fourteen (14) calendar days from the date of CIFL's actual receipt of such notice provided that I/we do not have any outstanding debts owed to you at that time.

I/We understand that at least fourteen (14) calendar days prior to the expiry of this Standing Authority you will remind me/us in writing of the impending expiry of the authority. I/We hereby agree that unless I/we object to the renewal of the Standing Authority prior to its expiry date, it will be automatically renewed for a further period of twelve (12) months on the same terms as set out herein. I/We understand that if the Standing Authority is automatically renewed you shall give written confirmation of the renewal to me/us within one (1) week after the expiry date.

In the event of any difference in interpretation or meaning between the Chinese and English versions of this Standing Authority, I/we agree that the English version shall prevail.

I/We have read, understand and accept the contents of this Standing Authority.

APPENDIX 8

CLIENT CONSENT TO ALLOCATE POSITIONS

For the purpose of allowing the Client's options and/or futures position to be subject to margin offset claim, the Client shall consent to have his/her eligible position being allocated to the Client Offset Claim Accounts ("**COCA**") in the Derivatives Clearing and Settlement System ("**DCASS**"). This enables CIFL to apply for the margin offset claim arrangement under the applicable rules of clearing houses. However, as all positions in COCA are being pooled together for calculation of margin on a net basis, according to the applicable rules of clearing houses, the Client should note that any request for external transfer of positions from COCA if there is a default of CIFL situation must be for all but not part of the positions. As a result, in such scenario, no position maintained in COCA could be externally transferred to another participant if one or more of the clients of CIFL with positions in COCA do not wish to transfer out their positions for whatever reasons.

The Client confirms that he/she has read and understood the above and gives his/her consent to CIFL to allocate any of his/her eligible positions to COCA in accordance with the applicable rules of clearing houses.

Unless otherwise defined, capitalized terms used herein shall have the same meanings as those defined in Client's Agreement between the Client and CIFL.

APPENDIX 9

COMPLAINT HANDLING PROCEDURES

Complaint Channels

If you wish to lodge a complaint on our services, you may use the following channels:

- (1) Call our customer services hotline at:

Hong Kong
+852 2235 7789
Mainland China
400-1200-366 (Futures)

- (2) Email: cs@cinda.com.hk

"Suites 5801-04&08, 58/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong"

- (3) Send a written letter to **~~"45th Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong"~~**

If you write to us, you should outline the facts of your case, your concerns, your requests, your suggestions and how we may contact you. If you call us via our customer services hotline, our customer services representative will ask you to provide us with information as detailed as possible, so we can review the matter quickly.

The Processing Time of Complaint

- (1) In general, an acknowledgement of complaint will be issued to the complainant within 7 days of the day of receipt and we will commence the investigation.
- (2) A "Final Response" will be issued to the complainant within 2 months after receiving the complaint. The Final Response shall include responding to the client's enquiries in relation to the complaint, the investigation results of the complaint and the action to be taken by us.

If you are not satisfied with the investigation result, you may consider providing your feedback to us through the above-mentioned channels or seeking further assistance from the Financial Dispute Resolution Centre (FDRC).

Financial Dispute Resolution Centre

Address: Room 408-409, 4/F, West Wing, Justice Place, 11 Ice House Street, Central, Hong Kong

Telephone: +852 3199 5100

Email: fdrc@fdrc.org.hk

Website: https://www.fdrc.org.hk/en/html/aboutus/aboutus_welcome.php

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此乃白頁 特意留空

信達國際期貨有限公司是根據(第571章)《證券及期貨條例》獲證券及期貨事務監察委員會發牌進行受規管活動中的期貨合約交易之持牌法團(中央編號:ACN418)及已登記成為香港期貨交易所有限公司的交易所參與者,進行買賣的類別是期貨委託商。

條款及條件

1. 定義及釋義

1.1 在本條款中，除非文義另有所指，否則下列詞語具有以下涵義：

- 「戶口」：指客戶不時在信達國際期貨開立和維護的一個或多個用於根據客戶協議進行交易的戶口；
- 「開戶申請表」：指客戶向信達國際期貨提交的指定申請表格，以根據客戶協議的條款開立及維持戶口，包括其附錄(如有)；
- 「適用法律」：指(a)所有於香港或其他地方適用的法律、規則及規例；以及(b)信達國際期貨或其代理執行交易的交易所、市場(及其結算所，如有)的章程、細則、規則、規例、常規、慣例、規定及闡釋；
- 「營業日」：指香港銀行開門營業的日子(不包括星期六)；
- 「信達國際期貨」：指客戶可不時開立或維持戶口的信達國際期貨有限公司，以及其業權繼承人和受讓人；
- 「信達國際期貨郵件」：指信達國際期貨為交付、收取通知而操作的保密傳訊設施；
- 「客戶」：此詞無論在何種場合使用，若客戶屬個人，則包括客戶及其遺囑執行人和遺產管理人；若客戶是獨資經營的商號，則包括獨資經營者及其遺囑執行人、遺產管理人，以及其業務的繼承人；若客戶是合夥經營商號，則包括在戶口維持時的商號合夥人、其各自遺囑執行人和遺產管理人，以及在其後任何時候將成為或已成為商號合夥人的任何其他人士、其各自遺囑執行人和遺產管理人，以及該合夥業務的繼承人；若客戶是一間公司，則包括該公司及其繼承人；
- 「客戶款項規則」：指證監會根據不時修訂的證券及期貨條例第149條訂立的《證券及期貨(客戶款項)規則》(香港法例第571I章)；

「客戶協議」	：指客戶與信達國際期貨就開立、維持及操作戶口訂立的書面協議，由開戶表格、本條款及當中所述或附加的其他文件，連同任何附件及／或附錄（如適用）及客戶就戶口向信達國際期貨提供的任何授權（經不時修訂）構成；
「香港結算所」	：指香港期交所指定或成立營運的組織，就香港期交所合約向香港期交所參與者提供結算服務；
「平倉」	：指就任何合約或其部份而言，訂立另一份規格、數額相同，但相反持倉的合約，以取消以前的合約，並／或使其盈利或虧損變得明確。「平倉」（動詞）亦按此解釋；
「CME Globex」	：指由芝加哥商業交易所運營的用於交易特定 CME 集團合約的自動電子交易系統；
「CME 集團合約」	：指不時在CME Globex上交易的期貨合約和期權合約；
「CME 集團規則」	：指芝加哥商業交易所管理CME Globex上 CME集團合約交易和清算的規則，以及Commodity Exchange Inc.管理 CME Globex 上CME 集團合約交易和清算的規則；
「證監會」	：指證券及期貨事務監察委員會，或其他擁有證券及期貨事務監察委員會全部或部份職權，並且根據證券及期貨條例對香港期交所有管轄權的組織；
「本協議所提及的『商品』」	：此詞無論在何種場合使用，都包括但不限於金、銀、其他實物商品、金錢、外幣、貨幣期權、外匯合同、指數期權、期指合同、商品遠期或期貨合約、商品期權、貨幣遠期或期貨合約、金融期貨和各種遠期交貨的商品、外幣或證券的合約，或與商品、外幣或證券另有關係的各種合約；
「賠償基金」	：指按《證券及期貨條例》或相關的附屬法例作出賠償的投資者賠償基金；

「違約事件」	： 具有第16.4條所賦予的涵義；
「香港期交所」	： 指香港期貨交易所有限公司；
「香港期交所合約」	： 指證監會及香港期交所批准在市場買賣的，並可能導致期貨／期權合約訂立的商品合約；
「香港期交所參與者」	： 指根據《香港期交所規則》，可在香港期交所或藉之買賣的人士，而其名稱又在香港期交所保存的名單、登記冊或名冊上登記為可在香港期交所或藉之買賣的人士；
「金融產品」	： 指根據相關法律（包括證券及期貨條例），信達國際期貨獲發牌進行交易的任何金融產品；
「期貨／期權生意」	： 指買賣期貨／期權合約的生意；
「期貨／期權合約」	： 在本協議所提及的市場上買賣的期貨和／或期權合約（視乎情況而定）；
「香港交易結算所」	： 指香港期交所及結算所有限公司；
「香港」	： 指中華人民共和國香港特別行政區；
「長倉」	： 買入期貨或期權合約，即持有了有關合約的「長倉」；
「本協議所提及的『市場』」	： 指香港期交所根據《香港期交所規則》第201條，不時成立、營運的市場之一；
「混合戶口」	： 指客戶在信達國際期貨開立的賬戶，並告知信達國際期貨，有關賬戶為客戶的一位或多位顧客操作，而非為客戶本身操作；
「證監會」	： 指香港證券及期貨事務監察委員會；
「證監會操守準則」	： 指經不時修訂的證券及期貨事務監察委員會持牌人或註冊人操守準則；
「證券及期貨條例」	： 指《證券及期貨條例》（香港法例第571章）；
「短倉」	： 沽出期貨或期權合約，即持有了有關合約的「短倉」；以及
「本條款」	： 指所有這些不時修訂和補充的條款和條件，包括附錄。

1.2 在本條款中，除文義另有所指外，否則：

- (a) 對條款、次條款、段落及附錄的提述應解釋為本條款的條款、次條款、段落及附錄，而對本條款的提述包括其附錄；
- (b) 意指複數的詞彙包括單數，反之亦然；單一性別的提述應包括所有性別；而對任何人士的提述應解釋為包括對個人、商號、公司、法團、非法團性質的人士或任何國家或其任何機構的提述；以及
- (c) 本條款對法定條文的提述應解釋為對分別經不時修訂或重新制定的條文的提述，並應包括任何其重新頒佈（不論有否修訂）的條文及根據該等條文作出的任何附屬法例。

1.3 本條款所使用的標題僅為方便起見，並不影響其詮釋。

1.4 就本條款而言，「集團公司」是指信達國際期貨的最終控股公司及該控股公司的各附屬公司，包括但不限於信達國際證券有限公司。

2. 法律與規則

2.1 凡根據客戶協議執行的交易，均受適用法律規限，包括但不限於證券及期貨條例和據之頒佈的規則、規例（全部不時予以修訂），還有香港結算所的章程、細則、規則、常規、慣例、規定、闡釋，以及不時有效的修訂、補充、變更、修改。

2.2 （如香港期交所合約在香港期交所建立並經營的市場上買賣）凡與該等香港期交所合約有關的交易，都須受香港期交所的規則、規例及程序規限。客戶明白該等規則規定信達國際期貨須應香港期交所或證監會的要求，披露信達國際期貨客戶的姓名、實益身份，以及香港期交所或證監會可能要求的，並與信達國際期貨客戶有關的其他資料。客戶同意提供與其有關的，且是信達國際期貨可能索取的資料，以便信達國際期貨能符合證券及期貨條例，以及香港期交所所訂的規則、規例、程序。倘若信達國際期貨未能符合《香港期交所規則》第606(a)條或第613(a)條對資料披露的規定，香港期交所行政總裁可要求代客戶平倉或對客戶的持倉收取保證金附加費。

2.3 （如期貨／期權生意在非由香港期交所營運的市場上執行）凡與該等期貨／期權生意有關的交易，都須受交易所在市場的規則及規例，而非香港期交所規則所規限。因此，客戶在該等交易所受的保障的程度、類型，較諸香港期交所規則、規例、程序所提供的，可能有顯著差別。

2.4 只要信達國際期貨代客戶在CME Globex買賣CME 集團合約：

- (a) 交易就受CME 集團規則規範；以及
- (b) 如客戶為另一人士的利益買賣CME集團合約，客戶就須確保與該名人士訂立的協議，包含大意與上文(a)段和本段相同的條款。

2.5 即使本條款有相反規定，信達國際期貨仍可有關做出或促成做出任何行為或事情，從而遵守適用法律，避免違反適用法律，或補救違反適用法律的行為。

3. 授權

3.1 客戶授權信達國際期貨根據客戶的口頭、書面指示，在信達國際期貨可不时許可的交易所裡，執行並結算商品期貨、期權交易。若信達國際期貨根據該等指示行事，信達國際期貨和客戶就完全和最終受指示約束。信達國際期貨可拒絕按照客戶的指示行事，屆時毋須解釋。

3.2 除香港期交所外，信達國際期貨可代表客戶買賣的市場，包括位於日本、新加坡、美國、英國，以及信達國際期貨可不时許可的其他地域的交易所、市場。

3.3 信達國際期貨可藉其單方面酌情選擇的第三方，執行並結算交易。除非信達國際期貨沒有秉誠選擇第三方，否則毋須就第三方的行為或遺漏，向客戶負責。在若干情況下，信達國際期貨可允許客戶直接與第三方聯絡，傳達指示。客戶承認其因此而蒙受的任何損失、損害、費用、收費或開支，皆自行承擔。

3.4 如果信達國際期貨經第三方執行客戶交易，就有權劃撥、動用客戶在信達國際期貨交存的保證金，給予第三方，作為保證金、擔保。若客戶的買賣落盤藉信達國際期貨在第三方維持的混合戶口執行，而信達國際期貨又獲允許，在第三方維持混合戶口，信達國際期貨亦有權一般就該混合戶口，從客戶保證金劃撥、動用款項，作為擔保。其他顧客存放在該混合戶口的保證金，亦按此方法辦理。

3.5 即使信達國際期貨可能須就其為客戶執行的交易，以當事人的身份，向交易所或第三方負責，至於信達國際期貨與客戶的關係，客戶仍須對此負全責。

4. 提交、行使、平倉指令

4.1 信達國際期貨接受並執行客戶的買賣落盤，基於以下理解：客戶須提取或交付商品，除非客戶起初的持倉已平倉。雙方確切明白，除非本協議另有披露，或信達國際期貨以通常做法給予客戶書面披露，否則在客戶與信達國際期貨的交易中，信達國際期貨只以經紀的身份行事，並非為本身買賣。信達國際期貨無義務向客戶提供有關客戶持倉的資料。除非客戶指示，信達國際期貨無義務但有權酌情將戶口中的任何持倉平倉。

4.2 以下條款適用於在香港期交所以外執行的交易：

- (a) 就在美國交易所或市場執行的交易而言，就長倉的情況，客戶必須於第一通知日前的五(5)個營業日指示信達國際期貨平倉、行使期權，或容許其到期失效，而就短倉的情況則必須在最後交易日之前至少五(5)個營業日指示信達國際期貨。客戶還須向信達國際期貨交付足夠款項，以及／或執行指示、行使或交收所需的文件。
- (b) 就在日本交易所或市場執行的交易而言，就長倉的情況，客戶必須於第一通知日前的一(1)個營業日指示信達國際期貨平倉、行使期權，或容許其到期失效，而就短倉的情況則必須在最後交易日之前至少一(1)個營業日指示信達國際期貨。客戶還須向信達國際期貨交付足夠款項，以及／或執行指示、行使或交收所需的文件。
- (c) 就在其他交易所或市場執行的交易而言，就長倉的情況，客戶必須於第一通知日前的一(1)個營業日指示信達國際期貨平倉、行使期權，或容許其到期失效，而就短倉的情況則必須在最後交易日之前至少一(1)個營業日指示信達國際期貨。客戶還須向信達國際期貨交付足夠款項，以及／或執行指示、行使或交收所需的文件。

4.3 就長倉／短倉期貨或遠期合約而言，如信達國際期貨在本條2款所述之時限前既沒收到相關指示，亦沒收到相關款項和／或文件，就可毋須事前發出通知，代客戶平倉或交收。就期權交易而言，如果有關指示、款項和／或文件在期權到期前，未為信達國際期貨所收到，信達國際期貨就可容許期權到期。

4.4 客戶明白其有義務在到期日前，指示信達國際期貨執行平倉交易；然而，如果信達國際期貨無法與客戶聯絡，信達國際期貨可酌情決定平倉。即使有此安排，客戶明白，信達國際期貨無義務行使酌情權。客戶亦明白，凡信達國際期貨因上述安排而蒙受的開支，都由客戶承擔；凡可能因此而蒙受的損失，都毋須由信達國際期貨負責。

4.5 若信達國際期貨根據客戶的指示，沽出商品或其他資產後(包括為客戶沽空)，因客戶未有將之交付信達國際期貨，令信達國際期貨無法將之交付買方，在此情況下，客戶授權信達國際期貨借入，並／或做出必需的行為，交付商品或其他資產。客戶特此同意，凡信達國際期貨因此而蒙受的損失(包括為借入並／或做出必需的行為，交付商品或其他資產，而承擔的費用)，可能需要支付的溢價，或因無法交付已出售的商品或其他資產而招致的損失，客戶都會保證給予信達國際期貨免責補償。

4.6 客戶同意，信達國際期貨毋須就因通訊設施故障或未能傳送或通信媒介不可靠而導致的傳送、接收或執行指示的任何延誤或錯誤或扭曲或不完整負責。

5. 保證金規定

- 5.1 除非為客戶未平倉的合約平倉，或除非執行買賣所在的交易所或市場可能不時一般或另有規定，否則客戶同意信達國際期貨不得為客戶進行期貨／期權生意，除非和直至信達國際期貨已收到客戶交來的抵押物，而抵押物又符合客戶須繳的最低保證金。
- 5.2 如果信達國際期貨決定需補加保證金，客戶同意於收到通知時立即補交，但即使信達國際期貨發出通知催補保證金，仍可隨時依照下文第16條5款繼續行事。信達國際期貨可隨時單方面酌情更改保證金額，但得符合適用法律。過去所訂保證金額不得引為前例而加以爭論，此等規定一經訂立，均可適用於現有的持倉，以及受此等調整影響的新倉。
- 5.3 客戶同意以信達國際期貨不時單方面酌情要求的形式，維持保證金。信達國際期貨所訂的保證金規定，可能超逾交易所對信達國際期貨的規定。
- 5.4 所有催交保證金、催交調整金額及利率現金調整（定義見香港期交所規則）須在通知發出後一(1)個營業日內繳交。
- 5.5 客戶明白信達國際期貨可能須向香港期交所報告所有關於連續兩次催交保證金、催交調整金額及利率現金調整未曾在本條4款所述時限內繳交的未平倉細節，而且信達國際期貨可要求繳交比香港期交所及／或香港結算所指定金額更多的催交保證金、催交調整金額及利率現金調整，信達國際期貨亦可將未繳交任何催交保證金、催交調整金額及利率現金調整的未平倉合約加以平倉。
- 5.6 除非另有說明，凡交予信達國際期貨之款項，不論作為存款、保證金、抵押或作任何其他用途，均不享有從信達國際期貨賺到利息的權益。客戶存入信達國際期貨的保證金抵押品，其利息或其他利益，一概屬於信達國際期貨所有。

6. 徵費、佣金及收費

- 6.1 每份香港期交所合約，均須繳交賠償基金徵費，以及證券及期貨條例規定徵收的徵費；兩項徵費均須由客戶承擔。
- 6.2 凡在香港期交所股票指數市場執行的香港期交所合約，均須按照證券及期貨條例，繳交特別徵費。徵費由客戶承擔。
- 6.3 客戶同意支付佣金，經紀佣金，以及其他信達國際期貨單方面酌情釐定費用、收費。本條所提及的所有佣金將由信達國際期貨參照有關當局不時規定的佣金率加以確定，並會不時通知客戶。客戶亦同意支付香港期交所或相關交易所或市場所收取的一切徵費、交易費。

7. 利息

信達國際期貨可按信達國際期貨不時釐定的利率及時間，就戶口內的結餘支付利息。儘管有上述規定，信達國際期貨仍可就戶口內的結餘應用負利率。負利息將按利率計算，並於信達國際期貨不時釐定的時間從戶口中扣除。不同貨幣的利率可能不同，負利息將根據信達國際期貨對相關貨幣的慣例以360日或365日為一年內每天計算。儘管如此，戶口之結欠，均會計息；利率由信達國際期貨單方面酌情決定。客戶須應要求，立即償還所有尚欠信達國際期貨的款項，並按足額彌償基準，支付信達國際期貨為收取款項而花的一切費用（包括所有律師費和開支）。

8. 介紹

客戶可能由任何經紀、期貨買賣顧問或其他第三方介紹給信達國際期貨。信達國際期貨對該等人士的行為、作為、聲明、陳述，並無責任、義務。然而，客戶同意，信達國際期貨可與該等人士分拆客戶付予信達國際期貨的佣金、費用。

9. 貨幣交易風險

倘若客戶指示信達國際期貨代為在交易所或其他市場訂立合約，而該等交易乃以外幣進行者，則：

- (a) 其一切匯率波動風險及因匯率波動而招致的一切損益，概由客戶自行承擔；
- (b) 初步及其後所須交付的保證金須用信達國際期貨全權酌情指定的貨幣如數交付；及
- (c) 該買賣合約平倉後，若合約並非以戶口本幣為該幣，所得款項就由信達國際期貨用戶口本幣記入戶口，所用外幣兌換本幣匯率由信達國際期貨全權按照屆時外匯市場匯率酌情決定。

10. 非常事故

凡直接或間接因政府實施管制、交易所或市場推行規例、買賣暫停、戰爭、罷工、關廠停工、政治和經濟狀況逆轉、買賣盤的傳送因傳送和通訊機器故障、失靈而有延誤，或其他非信達國際期貨所能控制的原因而產生的損失，信達國際期貨概不負責。

11. 賠償

客戶特此同意，凡信達國際期貨因戶口、交易或倉位而蒙受損失、損害、利息、費用、收費和／或開支（包括但不限於律師費和開支，以及政府機關、合約市場、交易所、結算所或自我監管組織所收取的罰款），客戶都會給予免責補償，而律師費和開支則以足額彌償為基準，予以補償。

12. 通知、確認書及結單

- 12.1 送交客戶(在聯名賬戶的情況下，未指定任何人，為此目的，該人將被視為其姓名首次出現在開戶申請表中的客戶)的報告、書面確認(如確認書)、通告、戶口結單及任何其他通訊可照客戶在開戶申請表內所指定或今後以書面通知的地址、電郵地址、電話號碼、傳真或電傳號碼傳送至客戶。所有通訊無論是用郵遞、電郵、傳真、電話、信差或其他方式傳遞，一經用電話發出或投寄，或由信達國際期貨發送或傳送完畢時，不論客戶是否實際收到，均視作送達。
- 12.2 信達國際期貨就執行客戶買賣指示後發出的書面確認(確認書)及向客戶發出的戶口結單，經由郵政或其他方式發出當日起兩(2)個曆日內，如客戶沒有以書面按照開戶申請表中規定的地址(或其他信達國際期貨書面通知的地址)向信達國際期貨提出反對，即視作具決定性且已由客戶接納。
- 12.3 任何通知或其他通訊，包括但不限於信達國際期貨根據客戶協議通過電子設備以信達國際期貨郵件或其他方式向客戶提供的書面確認和戶口結單，於信息傳送後即視作已發出或發給客戶。
- 12.4 如果客戶將書面指示、通訊傳真給信達國際期貨，客戶授權信達國際期貨接受傳真本作為客戶指示或通訊之正本。凡信達國際期貨因接受、依賴有關指示、通訊，或據之行事而蒙受的損失、損害、利息、費用和/或開支，客戶都會應要求，給予信達國際期貨免責補償。

13. 限倉

- 13.1 除非客戶已獲得豁免，並向信達國際期貨提供豁免許可副本，否則不會明知而獨自或聯同其他人容許其在信達國際期貨或其他經紀的未平倉的買賣，超逾有關交易所或市場的限制。客戶同意，如果其需向交易所或監管機關匯報持倉情況，就及時知會信達國際期貨。
- 13.2 客戶承認，凡客戶藉信達國際期貨維持或取得的，而又未平倉的買賣，信達國際期貨都有權隨時限制其數目。
- 13.3 倘客戶於任何時間於信達國際期貨以外的香港期交所參與者開立一個或以上的賬戶，藉以進行期貨/期權合約的交易，而其未平倉的期貨/期權合約總額達到香港期交所董事會根據《香港期交所規則》第628條所確立的「巨額未平倉合約」，客戶須立即向信達國際期貨報告有關該「巨額未平倉合約」，並向信達國際期貨提供其所需的有關資料，以及向信達國際期貨提供香港期交所行政總裁或香港交易結算所指定的職員可能規定的任何其他資料。客戶茲確認及承認，信達國際期貨有義務把客戶提呈的有關其「巨額未平倉合約」的資料按《香港期交所規則》第628條的規定向香港期交所披露，而且客戶茲同意：信達國際期貨可向香港期交所行政總裁或香港交易結算所指定的職員提供該等資料。

- 13.4 客戶確認信達國際期貨受《香港期交所規則》約束，該規則容許香港期交所或香港期交所行政總裁代表客戶採取行動，以限制其持倉或要求其平倉，只要其認為客戶不斷囤積的持倉可能對香港期交所建立或經營的任何個別市場或多個市場不利，或可能對任何上述個別市場或多個市場（視乎情況而定）的公平及有秩序運作構成不良影響。

14. 客戶戶口

- 14.1 信達國際期貨收到客戶或任何其他人士（包括香港結算所）存交戶口的所有款項、核准債券、核准證券及其他財產，信達國際期貨須以受託人身份持有而與信達國際期貨本身的資產分開，並且存於分立銀行戶口、分立核准債券戶口或分立核准證券戶口內，同時信達國際期貨按此方式持有的所有款項、核准債券、核准證券及其他財產均不得成為若信達國際期貨破產或清盤時其資產的一部分，而必須在任命臨時清盤人、清盤人或類似人員處理信達國際期貨所有或任何部分的業務或資產後盡速交還客戶。
- 14.2 信達國際期貨向客戶或任何其他人士（包括結算所）收取之所有款項、核准債務證券或核准證券，均須按《證監會操守準則》附表4第7至第12段或證監會不時指明之任何其他條文規定之方式持有。客戶謹此授權信達國際期貨按《證監會操守準則》附表4第14至第15段或證監會不時指明之任何其他條文規定之方式使用任何該等款項、核准債務證券或核准證券。尤其為倘信達國際期貨代表客戶進行任何期貨／期權業務涉及或附帶任何責任，則信達國際期貨可將任何該等款項、核准債務證券或核准證券用作履行信達國際期貨對任何一方之責任。

15. 香港結算所戶口

- 15.1 客戶承認，有關任何由信達國際期貨在香港結算所開立的戶口，不論該等戶口是否全部或部分因信達國際期貨代表客戶處理期貨／期權生意而開立者，亦不論客戶繳付的款項、核准債券或核准證券是否付予香港結算所，在信達國際期貨與香港結算所之間，信達國際期貨仍以當事人辦理，因此，任何該等戶口均不受有利於客戶的任何信託或其他衡平法權益影響，而向香港結算所繳付的款項、核准債券及核准證券亦因此不受上述第14條1款提及的信託限制。
- 15.2 信達國際期貨持有的香港期交所會籍權利如遭暫停或撤銷之時，客戶確認香港結算所可代行辦理一切必要手續，將信達國際期貨代表客戶持有而尚未平倉的合約及客戶在信達國際期貨開立的戶口內結存的款項及證券，移交另一香港期交所參與者接辦。

16. 抵銷、留置權和銷售權

- 16.1 在不損害信達國際期貨的任何一般留置權、抵銷權或信達國際期貨依法享有的類似權利的情況下及除此等權利之外，對於客戶不論為任何目的交由信達國際期貨代管或保管在任何戶口內（不論是其個人或與人聯名持有），或不論何時及不論為任何目的（包括保管）而由信達國際期貨或信達國際期貨在香港或世界各地的集團公司保管的任何款項、證券、商品或其他財產，信達國際期貨亦享有一般留置權。受限於適用的規則，包括但不限於客戶款項規則，信達國際期貨有權出售此等財產（信達國際期貨獲授權做出與出售有關的，而又必需的一切事情），及利用出售所得款項以抵銷或抵償客戶對信達國際期貨或信達國際期貨任何集團公司所負債務，不論此類債務是實際的還是或有的、主要的還是抵押的、有擔保的還是無擔保的、共同的還是各別的，亦不論其他人士對此等財產是否享有權益或信達國際期貨對此等財產是否曾經墊支款項，亦不論客戶在信達國際期貨設有多少個戶口。
- 16.2 受限於適用的規則，包括但不限於客戶款項規則，信達國際期貨有權隨時結合及／或綜合客戶在信達國際期貨及其集團公司開立的任何或所有戶口，毋須另行通知。就信達國際期貨付款，以抵銷並解除客戶欠信達國際期貨集團公司的款項而言，客戶同意信達國際期貨毋須關心有關欠款是否存在，但前提是有關集團公司已要求信達國際期貨付款。
- 16.3 在不規限或更改本條款的一般條文及受限於適用的規例規則，包括但不限於客戶款項規則的前提下，信達國際期貨特此獲明確授權，調動客戶在信達國際期貨及其集團公司所設的不同戶口內的款項，惟香港期交所的一切規則、規例及程序均須一直予以遵守。
- 16.4 以下各項均構成違約事件（「**違約事件**」）：
- (a) 客戶並未提供任何基本保證金或未能全面將保證金保持在維持保證金或信達國際期貨不時釐定的其他保證金的所需額度，或未能全額繳付信達國際期貨根據上述第5條4款追收保證金或額外保證金的要求；
 - (b) 客戶沒有支付到期應付之全部買價或保證金；
 - (c) 客戶並無應要求（或經雙方特別協議）於信達國際期貨要求的二十四(24)小時內清償任何客戶於信達國際期貨開立的戶口的任何結欠之數目；
 - (d) 客戶未有妥善履行或遵守客戶協議的條款及條件；
 - (e) 客戶自行或被人向法院申請破產或委派破產管理人時；
 - (f) 客戶自行或被人委派破產管理人或清盤人；
 - (g) 客戶於信達國際期貨所開立的戶口遭受實施執行扣押；

- (h) 客戶身故或被法庭裁定無行為能力；
- (i) 信達國際期貨收到有關客戶的任何命令或指示的有效性及／或任何期貨／期權合約的有效性的任何爭議之通知；
- (j) 任何期貨／期權合約及／或客戶協議的持續履行成為不合法或被任何政府機關指稱為不合法；
- (k) 客戶（法團或合夥企業）訂立客戶協議所需的任何同意、授權或董事會決議遭全部或局部撤銷、暫停、終止或不再有十足效力及作用；以及
- (l) 發生任何信達國際期貨單方面認為可能損害其於客戶協議項下的任何權利的事件。

16.5 如果發生違約事件，客戶拖欠信達國際期貨的所有款額應在被索還時立即到期繳付，利息將按以下第16條9款規定的利率開始累算。在不影響信達國際期貨可能享有但受限於適用法律和法規的任何其他權利或補救，如果發生任何違約事件，或當信達國際期貨單方面決定在任何時候就保證金規定、程序、或其他事項而認為有必要保障信達國際期貨的情況下，信達國際期貨應被授權在其絕對酌情權下，無須作出任何通知，採取以下一項或多項行動（但非必須採取任何該等行動）：

- (a) 運用任何屬於客戶而由信達國際期貨保管或控制屬於客戶的任何財產，以清償客戶欠負信達國際期貨之任何義務（不論直接欠負之義務，或由於擔保或保證而產生之義務）；
- (b) 如戶口有長倉，沽出戶口中的任何或所有期貨合約、期權合約或商品；
- (c) 如戶口有短倉，購買所需任何或所有期貨合約、期權合約或商品；
- (d) 取消任何或所有未完成的買賣指示、期貨／期權合約，以結算客戶的一個或多個戶口；
- (e) 無須客戶同意而將客戶的合約平倉；及
- (f) 立即終止戶口。

16.6 信達國際期貨可以採取上述第16條5款規定的所有行動，而無需追收保證金或要求額外保證金（如適用），亦不論是否通知客戶、客戶的繼承人、執行人、管理人、個人代表或受讓人，或買賣或其他通知或廣告，以及不論該擁有權權益是否應完全屬於客戶或與他人共同擁有。在任何上述此類買賣中，信達國際期貨可以購買並無附帶任何贖回權的商品，並且客戶同意對於任何上述此類銷售，信達國際期貨對由此而引致的任何損失不承擔任何責任，並且在不影響上文一般性之原則下，客戶不得（客戶亦無權）就變賣方式或時間向信達國際期貨提出任何索賠。

16.7 客戶如有欠付信達國際期貨款項，則交易所得的收益將用作扣除客戶債務之用。無論客戶持有長倉／短倉，信達國際期貨有權利自行為客戶進行強制平倉，以彌補所欠之款項。雙方理解，在任何情況下，即使事先曾經提出要求平倉或增倉，或事先通知買賣地點或時間，不應被視為信達國際期貨放棄本條款下無須事先提出要求平倉或發出通知而進行買賣的權利；而客戶對於其戶口內所記欠賬，不論何時，亦須在收到信達國際期貨繳款要求時償還。在任何情況下，由信達國際期貨或由客戶自行全部或局部結算戶口後仍有短欠，亦須由客戶負責清償。客戶戶口結餘欠款應按以下第16條9款規定的利率收取利息。客戶應按要求立即結清並繳付所有未清償信達國際期貨的債務，以及一切催收費用（包括合理的律師費）。

16.8 當根據本條款進行任何出售時：

- (a) 如果信達國際期貨已盡合理努力以當時市場提供的價格出售或處置期貨合約、期權合約或商品或其任何部分，則無論以何種方式導致的任何損失，信達國際期貨概不負責；
- (b) 信達國際期貨有權以現價為自己取得或將期貨合約、期權合約或商品或其任何部分出售或轉讓給信達國際期貨的任何集團公司，而不須為任何方式導致的損失負責，並不須交代信達國際期貨及／或信達國際期貨的任何集團公司的任何利潤；及
- (c) 如果出售所得之淨收益不足抵償客戶欠信達國際期貨的所有欠款，客戶承諾向信達國際期貨支付任何差額。

16.9 客戶承諾，在任何時候以信達國際期貨不時指定的利率，就戶口內的任何借方結餘或欠下信達國際期貨的任何債務，向信達國際期貨支付利息。該利息應按日累積，並應在每個日曆月的最後一天或根據信達國際期貨提出的任何要求支付。

17. 保證及聲明

客戶特此給予信達國際期貨下列保證、聲明：

- (a) （如果客戶是個人）其已達成年之齡，在法律上有行事能力，有效簽訂本客戶協議；神智清醒；在法律上有資格；沒有破產；
- (b) （如果客戶超過一人，並屬戶口聯名持有人之一）組成客戶的任何一人，有十足授權就戶口給予指示（包括但不限於指示買賣、提取剩餘款項），收取要求付款書、通告、確認書、報告、結單及其他各類通訊，以總體上跟信達國際期貨處理所有與本協議有關的事宜。組成客戶的人士明白並同意，若該等要求付款書、通告、確認書、報告、結單及其他通訊以客戶為收件人，就對各人具約束力，即使沒發給任何一人或未為任何一人收到亦如是，就如其他聯名持有人在本地協議中沒有權益般；以及

(c) (如果客戶或其中一人是公司)：

- (i) 其根據註冊成立國，以及營業所在國的法律正式組建，有效存在；
- (ii) 簽訂本客戶協議以及在信達國際期貨開立戶口一事，已獲客戶恰當的公司行動有效批准。本協議一經簽蓋、交付，就根據本身條款，對客戶構成有效而具約束力的義務；
- (iii) 客戶註冊成立證書(或商業登記證書)、規章、規程、章程大綱、章程細則，或其他用來組建公司(或界定公司組建)的文件的經驗證真實副本，以及客戶交付信達國際期貨的董事會決議，皆屬真實、準確，仍然有效；以及
- (iv) 就客戶所知，無人已經或正在採取步驟，委任接管人及／或財產接收管理人、司法接管人、清盤人，接收客戶，或將之清盤。

18. 終止協議

- 18.1 客戶可給予信達國際期貨不少於七(7)個曆日書面通知，終止客戶協議。信達國際期貨可隨時以書面通知客戶終止客戶協議。凡信達國際期貨在收到書面通知前訂立的交易，都不會因此而受影響；信達國際期貨和客戶在收到書面通知前已有的權利、權力、責任，都不會受該份通知妨礙。
- 18.2 終止生效日之前，客戶須給予詳盡指示，處置或轉讓其在戶口中的一切持倉，否則信達國際期貨有權處置或轉讓其認為適合的持倉。

19. 賠償基金

如因信達國際期貨未有履行責任，以致客戶遭受金錢損失，則根據證券及期貨條例規定，賠償基金所負賠償責任，以法律上有效的索償要求及證券及期貨條例中列明的金額為限，因此，不能保證因未有履行責任而招致的金錢損失，可完全、局部或根本從賠償基金獲得彌補。

20. 同意電話錄音

客戶特此同意，凡客戶、客戶代表和信達國際期貨電話聯絡的內容，皆可錄音。

21. 授權書

客戶承諾會作出及簽署任何信達國際期貨就有關任何客戶協議所授予或因本協議所產生之條款之實施、執行及強制履行所要求客戶作出之行動及簽署的任何契約、文件或事物。客戶並委任信達國際期貨為客戶之授權人，代表客戶作出及簽署信達國際期貨認為就有關上述實施、執行及強制履行必需或適宜作出之任何行動及簽署之任何契約、文件或事物。客戶將會追認及確認一切信達國際期貨合法地及本著真誠地作出及簽署之上述行動、契據、文件或事項。

22. 修改

客戶同意本條款可由信達國際期貨不時修訂，使其符合當時有效而適用於本條款及其中買賣的法律及規例，而毋須事先通知客戶。任何修訂，即被視為併入及成為本條款的組成部分。

23. 金融產品的合適性

假如信達國際期貨向客戶招攬銷售或建議任何金融產品，該金融產品必須是信達國際期貨經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。客戶協議的其他條文或任何其他信達國際期貨可能要求客戶簽署的文件及信達國際期貨可能要求客戶作出的聲明概不會減損本條款的效力。

24. 管轄法律

本條款受香港法律管轄，並須據之解釋。客戶特此不可撤銷地同意接受香港特區法院的非專屬性司法管轄權。

25. 披露

如果交易所、結算公司、其他監管機關、其他人士一如適用法律規定索閱，客戶授權信達國際期貨或其代理向有關機關提供戶口資料，包括交易所、結算公司、監管機關可能規定的，並由信達國際期貨或其代理管有的一切資料、文件（或副本），包括但不限於客戶名稱、戶口的最終受益人。信達國際期貨或其代理毋須對披露的後果負責。凡信達國際期貨及其代理為遵守披露規定而承擔的一切費用、開支（如有），客戶都會償付。

26. 信達國際期貨之買賣

26.1 客戶完全知曉及同意，在所有適用法律的規限下，信達國際期貨可以當事人身份，辦理信達國際期貨與客戶根據客戶協議訂立的交易。

26.2 信達國際期貨可為其本身或其集團公司進行交易。

26.3 信達國際期貨的董事、高級職員或僱員均可為本身進行交易。

26.4 客戶同意，不論信達國際期貨事先有否給予通知，信達國際期貨代為執行買賣落盤時，信達國際期貨、信達國際期貨的董事、高級職員、僱員及／或代理及任何出市經紀，可另代該等人員直接或間接佔有利益的賬戶進行買賣，惟須受該交易所或其他市場當時已存在並生效的章程、規則、規例、常規、慣例、規定及釋義的限制和條件(如有)所規限，並以不違背香港期交所或其他市場或其他法定團體所合法公佈的適用規例為原則。

26.5 客戶承認，在證券及期貨條例及任何適用法律的規限下，信達國際期貨可以自行或代表其他客戶就任何期貨／期權合約持有與客戶落盤相反的倉位，惟此等買賣須根據香港期交所訂規則，在自由競爭下，在或通過香港期交所設施進行為原則；或根據任何其他商品、期貨或期權交易所訂規則，在或通過該等交易所設施進行。

27. 混合戶口

客戶向信達國際期貨保證及承諾，如客戶並非香港期交所參與者，而客戶操作一個混合戶口，客戶須將此事通知信達國際期貨及於任何期間：

- (a) 在他與就有關混合戶口給予他指示的該人士進行的買賣中，遵守及執行香港期交所規則及香港結算所規則所規定的保證金、保證金調整及利率現金調整的規定及程序，如同該客戶為香港期交所參與者，及如同為賬戶及利益而給予該等指示的該人士乃香港期交所規則所界定的「客戶」；
- (b) 為執行該等指示而促使訂立香港期交所交易合約，以確保在任何情況下，按指示進行的任何買賣的形式，均不會構成香港或其他適用法域的法律所指的非法買賣商品市場的報價差額，或有關的買賣方式亦不會構成或牽涉投注、打賭、賭博或就該等項目而進行的賭博，從而違反香港法律或其他適用法律；以及
- (c) 加入本條(a)、(b)及(c)三款的規定，並確保一切受客戶所託就混合戶口傳達指示的人士，遵守該等規定，一如該等人士是客戶，而混合戶口為其操作。

28. 重要變更

客戶及信達國際期貨以本協議彼此承諾，如一方在開戶申請表中提供的資料有重大變化，就立即通知對方。

29. 其他事項

- 29.1 客戶協議取代客戶和信達國際期貨以往就在信達國際期貨開立戶口而達成的一切協議、安排(如有)。
- 29.2 本條款所列條文具有持續性，對客戶在信達國際期貨所開立或重新開立的賬戶均個別地或共同地有效，對於信達國際期貨、信達國際期貨繼承人及承讓人(不論是由於合併、整合抑或其他方式而產生)，以及客戶的繼承人、遺囑執行人、遺產管理人、遺產承受人、遺產繼承人、私人代表及承讓人亦同樣有效。
- 29.3 本條款中的任何條文均不可視為可用以移除、排除或限制客戶在香港法律上的任何權利或信達國際期貨在香港的法律上的責任。倘若本條款中的任何條文被法院或監管機關、組織裁定為不能執行或無效者，該等條文不影響本條款中其餘條文的可執行性或效力。
- 29.4 客戶履行客戶協議所載的，或與之有關的義務時，時間完全是關鍵。
- 29.5 未經信達國際期貨事先書面同意，客戶不得將其客戶協議中的權利及／或義務轉予他人。
- 29.6 信達國際期貨沒有採取行動，遺漏採取行動，或克己不採取行動，不屬(亦不視為)放棄針對客戶的權利。信達國際期貨給予同意或豁免，只視為同意或豁免與之有關的個別事宜，不得視為同意、豁免、免除任何條款，亦不得解釋為他日不須取得信達國際期貨的明確書面同意，除非信達國際期貨及其代表以書面明文規定，並在規定上正式簽署。
- 29.7 非客戶協議一方的人士無權根據《合約(第三者權利)條例》(香港法例第 623章)或以其他方式執行或享有客戶協議任何條款的利益。

30. 聲明及宣言

- 30.1 客戶茲聲明如下：
- (a) 客戶協議內容已用客戶所通曉的語言向客戶充份解釋；客戶明白客戶協議內容，接受客戶協議的條款及條件；
 - (b) 客戶給予的開戶申請表完整無誤；信達國際期貨可為一切事完全依賴該等資料；
 - (c) 客戶授權信達國際期貨隨時聯絡任何人，包括客戶之銀行或任何信貸調查機構，以求證實客戶所提供之資料；

(d) 客戶已閱讀、明白及同意受客戶協議的內容約束，本條款，包括「風險披露聲明」、「恒生指數期貨免責聲明」、「恒生指數期權免責聲明」、「香港期交所免責聲明」及本條款的所有其他附錄構成客戶協議的一部份，內容已用客戶通曉的語言向其充分解釋，亦理解並同意信達國際期貨可能會不時更新附錄並相應通知客戶；以及

(e) 客戶已獲告知，宜聽取獨立法律意見，且已有此機會。

30.2 信達國際期貨須向客戶提供合約說明書(定義見《香港期交所規則》)、保證金手續的詳盡解釋，以及不需客戶同意而可以為客戶的持倉平倉的情況。

31. 以英文本為準

客戶同意，如果本條款的中、英文版本相悖，則以英文版本為準。

32. 本條款之附錄

32.1 客戶承認並同意附錄構成本條款不可分割的一部分，並且客戶已閱讀、理解並同意受附錄規定約束。

32.2 客戶理解並同意信達國際期貨可能會不時更新附錄，信達國際期貨將相應通知客戶。

額外條款及條件

電子交易服務的條款及條件

1. 定義及釋義

1.1 在本額外條款及條件(「**額外條款**」)中，除非文義另有所指，否則下列詞語有以下涵意：

- 「**接達碼**」：指登入及交易密碼和用戶識別；
- 「**信達國際期貨網服務**」：指信達國際期貨根據本額外條款提供之電子交易服務，包括服務、信達國際期貨郵件、信達國際期貨網站所載的資訊，以及其中包含的軟件；
- 「**資訊**」：指數據、數據庫、報價、新聞、研究、圖形、繪圖、文本，以及其他可藉服務取閱的資訊；
- 「**資訊提供者**」：指提供資訊的第三方，包括但不限於各個期貨市場，例如香港期交所及其附屬或聯營公司；
- 「**資訊傳送者**」：指傳送資訊的第三者；
- 「**知識產權**」：指在任何法域的專利權、設計(不論已否註冊)、商標、服務商標、版權、訣竅、商業秘密、商譽，以及相關或類似的權利；
- 「**密碼**」：指客戶的私人密碼，與用戶識別一併使用，接達服務、資訊、信達國際期貨郵件，以及信達國際期貨提供的其他服務；
- 「**服務**」：指信達國際期貨及／或代表信達國際期貨提供的設施，讓客戶可給予電子指示，買入、沽出香港期交所合約，並收取資訊、信達國際期貨郵件及使用相關服務；以及
- 「**用戶識別**」：指客戶的私人識別，與密碼一併使用，接達服務、資訊、信達國際期貨郵件，以及信達國際期貨提供的其他服務。

1.2 除非另有說明，否則本額外條款沒定義的詞語，沿用條款及條件所賦的涵義。

1.3 除非另有說明，否則本額外條款並不妨礙(而是附加於)條款及條件所有其他條款。請注意附錄中有關通過電子方式提供的服務之風險披露聲明。

2. 適用客戶協議

信達國際期貨可以向客戶提供服務，客戶特此請求此類服務的提供應根據客戶協議及本額外條款中包含的條款和條件，經任何通知、信函、出版物或信達國際期貨可能不時發出的其他文件修改、修正或擴展。

3. 服務

3.1 客戶同意只根據本額外條款的條文使用服務。凡他日藉信達國際期貨網服務提供的額外服務，客戶都只會根據本額外條款的條文使用。

3.2 客戶可不時指示信達國際期貨以客戶代理的身份代為利用服務，為電子戶口買入，以及／或沽出香港期交所合約或以其他方式進行處理應收款或款項。

3.3 客戶同意是本額外條款所述服務之唯一獲授權使用者，須對信達國際期貨所發的接達碼之保密、安全和使用自行承擔全部責任，並保證：

(a) 不向任何第三方披露任何接達碼；

(b) 不以可促進未經授權的披露、濫用或欺詐的方式記錄任何接達碼；及

(c) 立即以書面形式或電話向信達國際期貨報告客戶接達碼的任何遺失、未經授權披露或不當使用。

3.4 客戶確認及接受因失誤、錯誤或未獲授權指示引致之風險承擔全部責任。

3.5 客戶承認並同意，凡經服務發出的指示，都由客戶自行承擔全部責任。客戶進一步承認服務、信達國際期貨郵件、信達國際期貨的網站以及其中包含的軟件均為信達國際期貨之財產。客戶承諾並保證，客戶不應也不得試圖以任何方式篡改、修改、反編譯、逆向工程、損壞、破壞或以其他方式改變，並且不得試圖未經授權訪問任何部分服務、信達國際期貨郵件、信達國際期貨網站以及其中包含的任何軟件。客戶同意信達國際期貨有權在不通知客戶的情況下立即關閉任何或所有戶口，並且客戶承認信達國際期貨可對客戶採取法律行動如果客戶在任何時候違反本保證和承諾，或如果信達國際期貨在任何時候有理由懷疑客戶違反了同樣的規定。客戶承諾，如果客戶發現本段上述任何行為是由任何其他人士實施的，則客戶會立即通知信達國際期貨。

3.6 當信達國際期貨允許客戶在信達國際期貨在線開立戶口時（如適用），除了通過互聯網完成並歸還客戶協議外，客戶同意向信達國際期貨歸還已妥當地填寫並簽署的客戶協議（包括開戶申請表和適用的風險披露聲明）的實體副本。

- 3.7 除非信達國際期貨與客戶另有約定，信達國際期貨將不會執行客戶的任何交易指令，直至戶口中有足夠信達國際期貨可接受的清算款項、商品或其他資產以結算客戶的交易，並且信達國際期貨已經收到上述第3條5款所述的文件。
- 3.8 信達國際期貨將不會被視為已收到客戶的指示或已執行客戶的訂單，除非直到客戶收到信達國際期貨的確認或確認執行客戶訂單的信息，不論是電子版還是實體副本。
- 3.9 客戶承認並同意，利用服務發出指示的先決條件之一，是倘遇下列情況，客戶會即時通知信達國際期貨：
- (a) 客戶已利用服務發出指示，但沒收到指示編號或對買賣指示或其執行的準確確認（不論是書面、電子，還是口頭）；
 - (b) 無論是書面、電子，還是口頭，客戶收到交易確認，但交易並非客戶所指示，有類似爭論；
 - (c) 客戶察覺任何人實施或企圖實施上述第3條4款所述的任何行為；
 - (d) 客戶察覺有人擅自使用客戶接達碼；
 - (e) 客戶使用服務時，遇到困難；或
 - (f) 客戶遺失電話卡。
- 3.10 因為一旦發出客戶指示則可能無法取消，客戶同意在輸入每個訂單之前對其進行審查。
- 3.11 客戶同意信達國際期貨不對客戶或任何其他人士因使用或試圖使用服務而遭受的任何損失承擔責任，除非此類損失或損害是由信達國際期貨的故意違約或重大過失造成的。客戶進一步承諾對信達國際期貨以完全彌償基準作出彌償，並按要求賠償信達國際期貨因使用服務而可能遭受的任何損失或損害，除非此類損失或損害超出客戶的控制範圍。
- 3.12 客戶承認並同意，倘若客戶使用服務過程中所採用的通訊方式暫時無法使用，客戶仍可在期間繼續操作有關戶口，但信達國際期貨有權索取其不時認為適合的資料，以核實客戶的身份。
- 3.13 客戶承認交易所和某些協會對其提供給各方傳播的所有市場數據主張專有利益和權利，並同意不採取任何可能構成對此類權利或利益的任何侵犯行為。客戶亦明白，信達國際期貨不保證市場數據或任何市場信息（包括通過服務提供給客戶的任何信息）的及時性、順序、準確性或完整性。信達國際期貨不對因以下因素而引起或引致的任何損失承擔任何責任：(1)任何此類數據、信息或消息的任何不準確、錯誤或遺漏；(2)傳輸或交付的任何延遲；(3)通訊的任何中斷或阻塞；(4)任何此類數據、消息或信息的任何不可用或中斷，無論是否由於信達國際期貨的任何行為；(5)任何不受信達國際期貨控制的力量。

- 3.14 客戶同意，支付信達國際期貨可能就服務收取的一切費用、服務費、使用費，亦同意該等費用可以更改，毋須通知。
- 3.15 客戶承認並同意，雖然可以利用服務取閱備考確認書和賬戶結單，但以信達國際期貨以郵寄或電子媒體發出的賬戶日結單和月結單為準，並受之約束。
- 3.16 客戶承認並同意，信達國際期貨可披露客戶的電子通信，披露範圍與信達國際期貨可按客戶協議規定，披露客戶或其戶口其他資料的範圍相同。
- 3.17 客戶明白並接受，信達國際期貨可隨時自行酌情中止、禁止、限制、終止客戶接達服務，以及買賣的能力，毋須事先通知。信達國際期貨中止、禁止、限制、終止客戶接達服務或結束戶口，不會影響各方在中止、禁止、限制或終止客戶接達服務或結束戶口之日前承受的權利及／或義務。

4. 買賣指示

- 4.1 客戶可通過服務發出買賣指示。向信達國際期貨發出買賣指示（不論以電子或其他方式）不保證一項指示得到執行。客戶明白，信達國際期貨或其高級職員、僱員或代理對任何沒有執行的指示概毋須負上責任。
- 4.2 客戶給予的每一買賣指示，須包括並遵照信達國際期貨不時通過互聯網指定並通知客戶的詳情及限制。任何沒有遵從信達國際期貨所指定限制而作出的買賣指示，信達國際期貨沒有義務接受，但可酌情決定接受。接受該等沒有遵從限制而作出的指示，不會使信達國際期貨負有日後須接受該等指示的義務。
- 4.3 信達國際期貨可拒絕接受及／或執行任何買賣指示而毋須為此提出任何理由。為免生疑問，信達國際期貨可因任何理由拒絕接受買賣指示，包括但不限於下列各項：
- (a) 買賣指示沒有遵照上文第4條 2款所載列的限制及規定。
 - (b) 在信達國際期貨網站公布的價格到時將會失效或已經撤回。
 - (c) 信達國際期貨無法確定買賣指示的條款。
 - (d) 戶口內沒有足夠款項為交易進行結算。
- 4.4 如因任何原因（包括服務未能傳送買賣指示），買賣指示沒有以可以處理的方式為信達國際期貨所收到，則該買賣指示須當作已被信達國際期貨拒絕。
- 4.5 除非及直至客戶收到信達國際期貨的認收訊息（不論經電子方式或書面），否則不可把信達國際期貨當作已經收到客戶的買賣指示。然而，收到客戶的買賣指示，概不保證信達國際期貨會執行該等指示。

4.6 客戶同意，在發出每一指示之前先作審閱，因指示一經發出就可能無法取消。客戶可要求取消或修改其指示，但信達國際期貨沒有義務接受該要求。客戶承認，指示只可在未經執行的情況下取消或修改。若客戶被取消的指示已經全部或部份執行，客戶須就已執行的交易承擔全部責任而信達國際期貨對此不發生任何義務。

4.7 客戶承認並同意，資訊提供者並非信達國際期貨與客戶之間交易（不論為以電子或其他方式訂立）的一方；在信達國際期貨與客戶的交易中或就該等交易亦不承擔任何義務。

5. 知識產權

5.1 客戶承認並同意，凡資訊、有關信達國際期貨網服務的軟件程式和源碼所包含的知識產權，信達國際期貨都是擁有人或經授權獲特許人。客戶不會試圖竄改、修改、掩蓋、解編、還原、損害、毀壞或以任何方式改變或再特許，亦不試圖擅自取閱資訊、資訊所包含任何軟件的源碼或信達國際期貨網服務任何部份。客戶承諾，若察覺他人正做出本條前述的行為，就立即通知信達國際期貨。

5.2 客戶承認，信達國際期貨從資訊提供者取得資訊。客戶同意遵守資訊提供者（包括但不限於香港期交所）就資訊的供應和使用而施加的一切條件、限制。客戶尤其同意：

- (a) 提供給客戶的資訊，僅供客戶個別使用；除非在客戶自己日常業務中使用（但不包括向第三方散播資訊），否則客戶不得使用資訊或其中部份；
- (b) 若已經或可以在香港期交所買賣合約，就不以資訊（協助）成立，維持或提供交易場或買賣服務；
- (c) 未經信達國際期貨和資訊提供者明文書面同意，不得以任何方式向他人複製、轉送、散播、出售、經銷、出版、廣播、傳閱，或用於商業用途；以及
- (d) 不將（亦不容許）資訊用於非法用途。

5.3 客戶同意，不會轉讓、出讓、再特許本額外條款給予客戶的所有或部份權利。

5.4 客戶同意，收到信達國際期貨書面通知後，容許信達國際期貨或信達國際期貨書面授權的人士，隨後為合法目的，就本額外條款的條文，儘促檢查客戶房舍、紀錄，檢查目的包括但不限於信納客戶沒有在違反本額外條款的條文的情況下，使用資訊或其所載的軟件。

6. 無保證、擔保

- 6.1 客戶承認並同意，服務照「原樣」供給客戶，使用服務的風險，由客戶自行承擔。客戶承認，信達國際期貨和資訊提供者都沒就服務(包括經服務提供的資訊)給予明示和默示保證，包括但不限於沒保證不侵犯第三方權利，可以商售，或適合個別目的、用途。
- 6.2 客戶承認，由於市場情況變化不定，數據傳送過程亦可能有延誤，數據可能並非相關香港期交所合約的實時市場報價。客戶承認，信達國際期貨並無獨立依據，核實或質疑收到的資訊是否準確、齊全。客戶不得從收到的資訊，推論信達國際期貨有何建議或認可。
- 6.3 客戶明白，信達國際期貨、信達國際期貨代理、資訊提供者、資訊傳送者都沒保證資訊合時、順序、準確、連續、即時、齊全。

7. 責任限制

7.1 客戶同意：

- (a) 凡因接達或使用，或不便、延誤、損失或暫停接達或使用服務而導致的各類直接、間接(包括利潤損失和交易損失)、特殊、隨之而起、附帶損害，包括但不限於因資訊提供者或資訊傳送者的行為、遺漏、錯誤、延誤、中斷而導致的損害，信達國際期貨、信達國際期貨高級職員、僱員、代理、資訊提供者、資訊傳送者都毋須就任何損失承擔賠償責任，亦毋須負任何責任。即使信達國際期貨、信達國際期貨高級職員、僱員、代理、資訊提供者、資訊傳送者曾獲告知該等損害、損失可能出現，亦毋須負責；或
- (b) 凡因信達國際期貨、信達國際期貨高級職員、僱員、代理、資訊提供者、資訊傳送者不能控制的原因而導致的損害，信達國際期貨、信達國際期貨高級職員、僱員、代理、資訊提供者、資訊傳送者都毋須就任何損失承擔賠償責任，亦毋須負任何責任。有關原因包括但不限於政府限制、暫停交易、電子或機械設備或通訊線路失靈；電話或其他互聯網設施遇障；電腦硬件或軟件無法兼容；互聯網未能或不可接達；互聯網服務供應商或其他與客戶電腦有關的設備、服務遇障；電力中斷；數據傳送設施遇障；有人擅自接達、盜竊、火災、戰爭、罷工、民眾騷亂、恐怖主義行為(或恐怖組織威脅做出的行為)、天災、勞資糾紛。

- 7.2 客戶同意，若客戶因使用服務而令本身電腦、軟件、調制解調器、電話、其他財物受損，信達國際期貨毋須負責。

8. 免責補償

客戶同意，凡因客戶使用服務(包括但不限於客戶違反額外條款，或侵犯知識產權)而引起的。或與之有關的申索、損失、責任、費用、支出，客戶都會給予信達國際期貨，信達國際期貨高級職員、僱員、代理、資訊提供者、資訊傳送者免責補償。客戶協議終止後，是項義務仍會有效。

9. 風險披露

客戶承認並接受：

- (a) 須求達頂點、市況反覆、系統升級或維修期間，或因其他原因，服務之接達可能受到限制，甚或不可供客戶接達；
- (b) 由於無法預期的網絡擁擠和其他原因，電子傳送可能並非可靠的通信媒介，而此事又非信達國際期貨所能控制；
- (c) 由於網絡擁擠，傳送可能受阻、中斷、耽誤；又因互聯網可供大眾使用，可能會有數據誤傳。經電子工具進行的交易，可能因此而受影響；
- (d) 指示可能不獲執行，或可能有延誤，因此執行價可能與客戶給予指示時通行的價格有異；
- (e) 第三方可能擅自取閱通信和個人資料；
- (f) 客戶的指示可能未經人手複核，就予以執行；
- (g) 通常指示一經發出，就不可取消；以及
- (h) 系統可能故障，包括軟、硬件失靈，或通信設施失效，可能導致客戶的指示沒按照客戶的指示執行，或根本沒有執行。

10. 香港期交所免責聲明

客戶承認香港期交所有有限公司竭力確保所提供的資料準確可靠，但不保證其準確可靠，不會對資料不準確或有遺漏所產生的損失、損害負責（無論是侵權法、合約法，還是其他方面的權利）。

11. 其他條款

- 11.1 客戶承認經已按照自己選擇的語言（英文或中文）已閱讀、明白本額外條款的條文，及得到詳盡而妥善解釋並同意受之約束。
- 11.2 信達國際期貨書面確認收到客戶根據條款及條件第18條發出之書面指示，終止客戶協議前，本額外條款仍有十足效力。

本協議乃是一份契約性協議，客戶對本協議及下列「期貨及期權交易的風險披露聲明」、「恒生指數期貨免責聲明」、「恒生指數期權免責聲明」及「香港期交所免責聲明」未詳細閱讀前，請勿簽署。該等聲明及資料，以後即成為客戶協議整體的組成部份。

附錄一

風險披露聲明

以下風險披露聲明乃由信達國際期貨有限公司（「信達國際期貨」）根據《證券及期貨事務監察委員會持牌人或註冊人操守準則》第6條2款(h)段向閣下（客戶）提供。該等陳述構成條款及客戶協議的組成部分。

閣下（客戶）務請小心注意有關資料的內容，並在開戶申請表上簽署確認書。在簽署開戶申請表後，閣下確認已收取及閱讀以閣下選擇的語言（英文或中文）編製的該等聲明，並確認閣下明白有關戶口的投資及交易可能引致的風險。該等風險披露聲明並無披露或意圖披露與戶口有關的所有投資及交易有關的所有風險及相關考慮因素。閣下應避免作出任何投資或交易，除非閣下充分了解所涉及之風險，並已在閣下認為適當的情況下向閣下本身的顧問取得獨立的法律、稅務、財務及其他意見。信達國際期貨並非亦不會被視為閣下的財務顧問。

期貨及期權交易的風險

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

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

期貨

1. 「槓桿」效應

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

2. 減低風險買賣指示或投資策略

即使你採用某些旨在預設虧損限額的買賣指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些交易指示無法執行。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。

期權

3. 不同風險程度

期權交易的風險非常高。投資者不論是買入或沽出期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。你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。

長倉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買入或交付相關的資產。若長倉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）。如所長倉的期權在到期時已無任何價值，你將損失所有投資金額，當中包括所有的期權金及交易費用。假如你擬長倉極價外期權，應注意你可以從這類期權獲利的機會極微。

短倉期權承受的風險一般較長倉期權高得多。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。若短倉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。

期貨及期權的其他常見風險

4. 合約的條款及細則

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

5. 暫停或限制交易及價格關係

市場情況（例如市場流通量不足）及／或某些市場規則的施行（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甚或無法執行交易或平掉／抵銷倉盤。如果你持有短倉期權後遇到這種情況，你須承受的虧損風險可能會增加。

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

6. 存放的現金及財產

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

7. 佣金及其他收費

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

8. 在其他司法管轄區進行交易

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

9. 貨幣風險

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

10. 交易設施

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，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，你應向為你進行交易的商號查詢這方面的詳情。

11. 電子交易

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關係統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的交易指示不能根據指示執行，甚或完全不獲執行。

12. 場外交易

在某些司法管轄區及只有在特定情況之下，有關商號獲准進行場外交易。為你進行交易的商號可能是你所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、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，你在進行該等交易前，應先瞭解適用的規則和有關的風險。

提供代存郵件或將郵件轉交第三方的授權書的風險

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

在香港以外地方收取或持有的客戶資產的風險

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

使用互聯網的風險

你應注意，(a)在需求高峰期間、市場波動、系統升級或維護或其他原因，進入信達國際期貨提供的服務可能受限或不能使用；(b)通過互聯網進行的交易可能因互聯網流量而出現中斷、傳送停頓、延遲傳送或由於互聯網的公眾性質而出現不正確的數據傳輸；(c)指示可能不會被執行或可能延遲被執行，以致指示按與發出指示時的現行價格不同的價格被執行；(d)未經授權的第三方可能查閱通訊及個人資料；(e)你的指示可在毋須經人力審查的情況下執行；及(f)系統可能失靈而導致你的指示無法執行。

你亦應注意，在發出指示後，一般不可能取消指示，你在發出所有指示前務請審慎行事。你嘗試取消指示只是「取消申請」。雖然信達國際期貨將盡其合理努力處理你的「取消申請」，但如信達國際期貨無法更改或取消指示，信達國際期貨將不會對你負責。

附錄二

免責聲明

以下免責聲明乃由信達國際期貨根據《買賣股份指數期貨規例》第020(a)條及《買賣股份指數期貨規例》第024(a)條(被交易所採納)向你(客戶)提供。這些免責聲明構成條款及客戶協議的組成部分。

你(客戶)務請小心注意有關資料的內容,並在開戶申請表上簽署確認書。通過簽署開戶申請表,你確認已收取及閱讀以你選擇的語言(英文或中文)編製的該等免責聲明,並確認你了解與戶口相關的投資和交易的法規。

「恒生指數期貨」免責聲明

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

「恒生指數期權」免責聲明

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

「香港期交所」免責聲明

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

附錄三

香港期貨交易所有限公司(「期交所」)規則 第632A條規定的客戶持倉限額

本通知適用於香港期貨合約和期權合約的交易。本通知構成條款及客戶協議的組成部分。你(客戶)務請小心注意有關資料的內容，並在開戶申請表上簽署確認書。通過簽署開戶申請表，你確認已收取及閱讀以你選擇的語言(英文或中文)編製的本通知，並確認你明白本通知的內容。

香港期交所規則第632A條對一名或一組人士持有的恆生指數(「恆指」)期貨、恆指期權、小型恆指期貨和小型恆指期權的持倉施加限制。本規則旨在避免因個別人士或一組人士過分持倉而導致市場可能出現波動的情況。該規則的詳情如下。如果你對本文件或不遵守規則第632A條所涉及的風險有任何疑問，你應諮詢你的交易商或獨立專業顧問。(如本文件的中英文版本在解釋或涵義上有任何差異，應以英文版本為準。)

1. 無論長倉或短倉，任何人士在恆指期貨、恆指期權、小型恆指期貨和小型恆指期權所有合約月任內，不得擁有或控制合共超過10,000張合約。而且，任何人士亦不得在所有合約月份內擁有或控制小型恆指期貨或小型恆指期權超過2,000張合約(不論長倉或短倉)。計算持倉限額時，每張小型恆指期貨之值為0.2，而每張小型恆指期權則為與恆指期權內相對應系列的持倉限額之五分之一(「持倉上限」)。
2. 在計算每位人士之持倉限額時，該位人士名下所有直接或間接共同控制或管理的賬戶之持倉情況，連同根據明文或隱含協議或共識行事之人士之所有賬戶持倉情況均會一併整合計算。
3. 凡多個不同賬戶或多組賬戶均由同一位人士管理，或依從同一位人士之投資策略行事，則該等賬戶之持倉情況將會視為由該位人士直接或間接共同控制或管理，並須按交易規則第632A條整合計算。此等賬戶包括但不限於由同一位投資顧問、策略人或基金經理提供意見或管理的互惠基金、全權委託賬戶或信託基金。
4. 如某位客戶之某個賬戶或多個賬戶合共之持倉情況超出持倉上限，則香港期交所將要求信達國際期貨替該位客戶平倉，以便令該賬戶或該等賬戶之持倉情況符合持倉上限。
5. 此外，當信達國際期貨獲悉某位客戶之持倉總數接近持倉上限，而一旦執行該客戶之買賣指令即會違反持倉上限，則信達國際期貨將不會執行客戶的任何買賣指令。

附錄四

關於交易人民幣貨幣期貨的附加條款和免責聲明

以下是有關人民幣貨幣期貨(「人民幣期貨條款」)交易的額外條款及條件、風險披露聲明及免責聲明。本人民幣期貨條款構成條款及客戶協議的組成部分。

你(客戶)務請小心注意其中的內容並在開戶申請表中簽署確認書。通過簽署開戶申請表，你確認已取及閱讀以你選擇的語言(英文或中文)編製的人民幣期貨條款，並確認你明白其內容。

人民幣貨幣期貨合約是交易所上交易的產品，以人民幣報價、計算保證金及結算。該合約以標準銀行同業外匯條款報價：人民幣兌美元。合約將於到期時以本金(合約規模以美元計)兌人民幣付款結算，最終結算價以香港財資市場公會在最後交易日上午11點15分公佈的美元兌人民幣(香港)即期定價為基準。

額外條款及條件

交付及平倉指示

1. 人民幣貨幣期貨合約最後交易日前至少五(5)個營業日，客戶必須向信達國際期貨發出指令，以對該合約進行平倉或交付。如客戶欲在合約到期時交付／收取人民幣，客戶必須在合約最後交易日之前至少一(1)個營業日向信達國際期貨交付足夠的與該交付有關的款項。
2. 如信達國際期貨在規定的時間內沒有收到上述第1條所指的指示或該等款項，信達國際期貨可以在不通知客戶的情況下代表客戶平倉或進行或接收交付。客戶明白其應對信達國際期貨與上述有關的所有費用負責，信達國際期貨不對可能由此產生的任何損失承擔責任。

風險披露聲明

一般而言，持有人民幣以外當地貨幣的非內地(包括香港)投資者若投資人民幣貨幣期貨合約，將面臨貨幣風險。這是因為人民幣是受限制的貨幣，受外匯管制，客戶在投資人民幣貨幣期貨合約時，可能需要將當地貨幣兌換成人民幣。當客戶平倉時，客戶可能還需要將收到的人人民幣兌換成當地貨幣。在這些過程中，客戶將產生貨幣兌換成本並面臨貨幣風險。與任何貨幣一樣，人民幣匯率可升可跌。此外，人民幣受到兌換限制和外匯管制機制的約束。

關於香港財資市場公會網站上提供的信息的免責聲明和版權聲明

以下關於香港財資市場公會網站(<https://www.tma.org.hk>)上提供的信息的免責聲明和版權聲明：

本網站所載內容（包括但不限於由財資市場公會管理的基準定價以及由財資市場公會所提供的參考報價（統稱「數據」））均為延遲顯示資訊，僅供參考。

儘管財資市場公會將盡一切合理努力確保本網站內容及財資市場公會提供的數據之準確性，惟財資市場公會及其他資料供應商概不就本網站的內容及財資市場公會所提供的數據在法律或其他方面作任何明示或暗示之擔保、聲明或承諾，並於適用法律所允許的最大範圍內，就任何錯誤或遺漏、因服務中斷或延遲公布數據或所示數據不準確而導致的損失，或因使用或依賴本網站內容及財資市場公會所提供的數據而產生的其他損失，明確拒絕承擔任何形式的責任。財資市場公會可指定第三方供應商，以提供用作計算數據的資訊。此類第三方供應商及關聯公司按「原樣」原則提供資訊，並明確拒絕就任何人士使用財資市場公會所提供的數據而造成或與之相關的任何損失或損害承擔任何責任。

閣下使用本網站的任何內容和財資市場公會所提供的數據，即表示 閣下完全接受並同意遵守本協議所列之所有條款及細則。倘若 閣下不接受本條款及細則， 閣下應立即停止使用本網站及財資市場公會所提供的數據。 閣下有責任定期查閱本條款及細則。財資市場公會有權隨時修改本條款及細則，而不作另行通知。在 閣下同意本條款及細則後，倘若 閣下繼續使用本網站及財資市場公會所提供的數據，即表示 閣下接受財資市場公會所制定之最新版本條款及細則。

本網站所載的資料僅供參考之用。財資市場公會在編製本網站的內容時已力求資料齊全準確，本會並不能保證網站內全部或其任何部分的資料在各方面均絕對正確。如有疑問， 閣下應自行查核網站所載的資料的準確性。如因使用或依據本網站內所載的資料而引起任何損失或損害，財資市場公會恕不負責。

本網站所載的內容，包括但不限於所有文字、圖像、繪圖、圖表、照片及數據或其他材料，均受版權保障。網站內所有受版權保障的內容均屬財資市場公會所有。各界可轉發或轉載全部或部分資料，但須註明資料來源，並且只能為非商業用途而轉發或轉載。

附錄五

個人指示－自我證明表格(FATCA及CRS)

以下為開戶申請表第一部分所載有關自我證明表格的指示及資料。該等指示構成條款及客戶協議的組成部分。

閣下(客戶)務請小心注意有關資料的內容，並在開戶申請表上簽署確認書。透過簽署開戶申請表，閣下確認已收取及閱讀以閣下選擇的語言(英文或中文)編製的本指示，並確認閣下明白有關自我證明表格的責任。

根據美國政府《外國賬戶稅務合規法案》(「**FATCA**」)及經濟合作暨發展組織(「**OECD**」)共同申報標準(「**CRS**」)的法規，財務機構須基於個人賬戶持有人或實體賬戶持有人的控權人的稅務居民身份收集及申報若干所需資料。

每個稅務管轄區都有自己的稅務居民身份定義規則。一般而言，稅務居民身份為客戶居住的國家。特殊情況(如留學，海外工作或延長旅遊)可能導致客戶成為其他地方的居民，或同時成為超過一個國家的居民(多個稅務居民身份)。客戶繳納所得稅的國家很可能是其稅務居民身份的國家。有關稅務居民身份的更多資料，請諮詢客戶的稅務顧問或下列連結有關FATCA或CRS的資料，連結地址為 <https://www.irs.gov/>以及 <http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>。

倘客戶的稅務居民身份位於維持該賬戶所在國家以外，則信達國際期貨可能有法律責任將自我證明表格及其他財務資料中有關財務賬戶的資料轉交信達國際期貨所在國家及／或美國國稅局。上述資料其後可由不同國家的稅務機關分享。

自我證明表格一般將維持有效，除非與客戶的稅務居民身份或自我證明表格所載的其他必要填寫欄位有關的情況出現變動。倘出現影響個人稅務居民身份或導致自我證明表格所提供的任何資料不正確或不完整的情況變動，客戶必須於三十(30)個曆日內通知信達國際期貨，並提供最新的自我證明表格。

自我證明表格僅作為要求提供資料之用，而相關要求不受當地適用的法律或法規禁止。

作為財務機構，信達國際期貨不得提供稅務或法律意見。倘客戶對自我證明表格、該等指示或界定客戶的稅務居民身份有任何疑問，請向客戶的稅務顧問或當地稅務機關查詢。

附錄六

個人資料(私隱)政策通知

以下個人資料(私隱)政策通知(「政策」)乃由信達國際期貨根據香港法例第486章《個人資料(私隱)條例》的條文向閣下(客戶)提供。本政策構成條款及客戶協議的組成部分。

閣下(客戶)務請小心注意有關資料的內容，並在開戶申請表上簽署確認書。在簽署開戶申請表後，閣下確認已收取及閱讀以閣下選擇的語言(英文或中文)編製的本政策，並確認閣下明白本政策的內容。

1. 客戶須不時向信達國際期貨提供屬於《個人資料(私隱)條例》(香港法例第486章)所指的個人資料(「資料」)。與客戶有關的資料(及其他資料)可用作下列用途：
 - 向客戶提供的服務及設施的日常運作；
 - 進行信貸審查並確保客戶的持續信譽；
 - 協助其他機構進行信貸審查；
 - 為客戶設計及向客戶推廣金融服務或相關產品；
 - 符合任何法律或法規規定的披露要求；及
 - 與信達國際期貨業務或交易或信達國際期貨集團公司業務或交易有關的任何其他目的。
2. 信達國際期貨持有的與客戶有關的資料(及其他資料)將予以保密，但信達國際期貨可能會將所有資料(及其他資料)披露予：
 - 就信達國際期貨業務營運向信達國際期貨提供行政、信貸資料、債務追收、電訊、電腦、付款或其他服務的任何高級職員、僱員、代理、合約商或第三方；
 - 客戶已經或擬與之進行交易的任何金融機構；
 - 監管或司法機關及其他相關政府或法定機構；
 - 任何對信達國際期貨有保密責任的其他人士，包括已承諾對有關資料保密的信達國際期貨集團公司；
 - 信達國際期貨僅根據嚴格的內部安全標準及保密政策以及適用法律在信達國際期貨及其集團公司之間共享有關客戶的資料；
 - 信達國際期貨要求其員工對遵守該等標準、政策及法律負全責；
 - 除進行業務、遵守適用法律、防止欺詐或向客戶提供信達國際期貨認為其可能感興趣的產品及服務的特別優惠外，信達國際期貨不會與其他公司共享其客戶的資料。信達國際期貨亦可根據適用法律向監管機構及執法官員提供資料；及

- 信達國際期貨已制定高標準，以保護有關其客戶的資料免遭未經授權的修改或破壞。
3. 信達國際期貨擬將閣下的個人資料用於直接促銷，而信達國際期貨需要閣下同意（包括表示不反對）此目的。在這方面，務請注意：
 - a. 信達國際期貨不時持有的閣下的姓名、聯絡資料、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據可能會被信達國際期貨用於直接促銷；
 - b. 金融、保險、證券、期貨、商品、固定收益、資產管理、股權融資、投資及相關金融服務及產品及標的皆可被促銷。
 4. 根據及按照《個人資料（私隱）條例》的條款，每名客戶均有權：
 - a. 檢查信達國際期貨是否持有有關客戶的資料及訪問此類資料的權利；
 - b. 要求信達國際期貨更正任何與客戶有關但錯誤的資料；及
 - c. 確定信達國際期貨有關資料的政策和做法，並獲悉信達國際期貨通知持有其個人資料的類型。
 5. 查閱及／或更正客戶已提交的任何資料的要求應發送至以下地址：

信達國際期貨有限公司
~~中遠大廈45樓~~ 中環廣場58樓5801-04及08室
~~香港皇后大道中483號~~ 香港灣仔港灣道18號
 收件人：證券及期貨部

或致電客戶服務熱線：中國400-1200-311或香港 (852) 2235-7789。
 6. 根據《個人資料（私隱）條例》之條款，信達國際期貨有權就處理任何查閱資料的要求收取合理費用。
 7. 倘上文第1段所述的客戶及／或上文第2段所述的指定接收方的資料的處理範圍或目的有變，信達國際期貨將另行通知閣下並根據適用法律取得閣下的同意。
 8. 信達國際期貨將根據適用法律及信達國際期貨的政策及程序，將收集到的資料就上文第1段所述的用途保留合理需要或更長的時間，或直到收到客戶要求刪除此類個人資料，惟須受限於技術可行性。
 9. 信達國際期貨不時更新本政策，並要求客戶定期查看信達國際期貨的網站，以確保客戶熟悉最新版本。

中英文版本如有歧異，概以英文版本為準。

附錄七

客戶款項常設授權

本授權書(「常設授權」)是閣下(客戶)將根據香港法例第 571I 章《證券及期貨(客戶款項)規則》(「客戶款項規則」)向信達國際期貨發出。此常設授權構成條款及客戶協議的組成部分。

閣下(客戶)務請小心注意有關資料的內容,並在開戶申請表上簽署確認書。透過簽署開戶申請表,閣下確認已收取及閱讀以閣下選擇的語言(英文或中文)編製的常設授權,並確認閣下同意給予常設授權並受其所約束。

致:信達國際期貨有限公司

本常設授權涵蓋信達國際期貨代表本人/吾等在香港持有或並存放於一個或多個獨立賬戶內的款項(包括因持有並非屬於信達國際期貨的款項而產生之任何利息)(「款項」)。

除另有定義外,本常設授權所用之所有詞彙與證券及期貨條例及客戶款項規則不時修訂之定義具有相同意思。

本常設授權授權信達國際期貨可不向本人/吾等發出通知而採取下述行動:

1. 組合或合併(不論何等性質及個別地或與其他賬戶聯合進行)信達國際期貨及/或其關聯公司(「信達國際集團」)所維持的任何或全部獨立賬戶,信達國際期貨可將該等獨立賬戶內任何數額之款項作出轉移,以解除本人/吾等對信達國際集團內任何成員的義務或法律責任,不論此等義務和法律責任是確實或或然的、原有或附帶的、有抵押或無抵押的、共同或分別的;
2. 從信達國際集團任何成員及/或其於交易對手及/或清算商(不論是否信達國際集團的關聯公司)在香港或其他地方所開立及維持的任何獨立賬戶,於任何時候來回調動任何數額之款項,以履行證券、期貨合約及/或其他金融產品的保證金要求、交易、清算及/或交收等要求;
3. 於完成交易後,將本人/吾等之款項存放於香港或其他地方的交易對手及/或清算商,以便作為日後證券、期貨合約及/或其他金融產品之交易、清算及/或交收;
4. 將款項兌換成任何其他貨幣;及
5. 將任何被拒絕受理的第三者存款退回至資金所屬的來源。

此賦予信達國際期貨之常設授權乃鑑於其同意繼續維持本人／吾等之證券現金及／或證券保證金買賣及／或股票期權賬戶。

此賦予信達國際期貨之常設授權並不損害信達國際集團可享有有關處理該等獨立賬戶內款項的其他授權或權利。

本常設授權自簽署之日起生效，並於每年八月三十一日屆滿，並可按下文自動重續。然而，本人／吾等可以向信達國際期貨客戶服務部於開戶申請表所列明之地址發出不少於十四(14)個曆日的書面通知，隨時撤銷本常設授權。該撤銷通知將於信達國際期貨實際收到該等通知之日起十四(14)個曆日後生效，前提是本人／吾等當時並無任何結欠 貴公司的未償還債務。

本人／吾等明白， 貴公司將在本常設授權屆滿前最少十四(14)個曆日以書面方式向本人／吾等提醒授權即將屆滿。本人／吾等謹此同意，除非本人／吾等於常設授權屆滿日期前反對其續期，否則將按此處所載相同條款自動續期十二(12)個月。本人／吾等明白，假如常設授權自動續期， 貴公司須於屆滿日期後一(1)星期內向本人／吾等發出書面確認。

倘若本常設授權的中文版本與英文版本在解釋或意義上有任何歧義，本人／吾等同意以英文版本為準。

本人／吾等已閱讀、明白及同意本常設授權內容。

附錄八

客戶同意分配倉位

為容許對客戶的期權及／或期貨持倉進行持倉保證金對銷，客戶須同意將其合資格的持倉分配至衍生產品結算及交收系統（「**衍生產品結算及交收系統**」）內的客戶保證金對銷賬戶（「**客戶保證金對銷賬戶**」）。這將使信達國際期貨能夠套用適用的結算所規則進行對銷持倉保證金的安排。然而，由於客戶保證金對銷賬戶內的所有持倉已被聚攏以進行淨額保證金計算，根據適用的結算所規則，客戶應知悉，如果在信達國際期貨未能履行責任的情況下，任何從客戶保證金對銷賬戶轉撥持倉出去的請求均須把所有（而非部分）持倉轉撥出去。因此，在此情況下，倘信達國際期貨的一名或多名於客戶保證金對銷賬戶內擁有持倉的客戶，因任何原因而無意願把持倉轉撥出去，則所有在客戶保證金對銷賬戶內的持倉將不能被轉撥出去。

客戶謹此確認，其已閱悉並了解上文內容，並同意信達國際期貨根據適用的結算所規則分配其任何合資格的持倉至客戶保證金對銷賬戶。

除文義另有所指外，本附錄所用詞彙與客戶及信達國際期貨所訂立的客戶協議所界定者具有相同涵義。

附錄九

投訴處理程序

投訴渠道

如閣下需要對本公司的服務作出投訴，閣下可透過以下渠道作出：

- (1) 致電本公司客服熱線：

香港
+852 2235 7789
中國內地
400-1200-366 (期貨)

- (2) 電郵：cs@cinda.com.hk

香港灣仔港灣道18號中環廣場58樓5801-04及08室

- (3) 書面郵寄信件至**香港皇后大道中183號中遠大廈45樓**

如閣下透過書面方式作出投訴，閣下需具體描述有關事件、閣下的疑慮、要求、建議以及聯繫方式。如閣下致電本公司的客服熱線作出投訴，本公司的客戶服務主任將要求閣下盡可能提供詳細資料予本公司，以便本公司可以更有效地審理閣下的事件。

處理投訴的時間

- (1) 一般情況下，本公司會於收到投訴後的7天內向投訴人發出有關投訴確認函，以確認本公司已收妥投訴人的投訴，並正式開展調查。
- (2) 本公司會於收到投訴後的2個月內，向投訴人發出有關該投訴之「最終回覆」。最終回覆之內容包括本公司就著與投訴有關之提問向投訴人作出回覆、本公司就該投訴的調查結果，及將會作出的行動。

如閣下不滿意本公司的調查結果，閣下可考慮透過上述渠道繼續向本公司作出反饋或可向金融糾紛調解中心(FDRC)尋求進一步的協助。

金融糾紛調解中心

地址：香港中環雪廠街11號律政中心西座4樓408-409室

電話：+852 3199 5100

電郵：fdrc@fdrc.org.hk

網址：https://www.fdrc.org.hk/tc/html/aboutus/aboutus_welcome.php

