



**华泰(香港)期货有限公司**  
Huatai (Hong Kong) Futures Limited

**SUPPLEMENTARY AGREEMENT  
ON PARTICIPATION IN TRADING  
FUTURES AND/OR OPTIONS OF SPECIFIC TYPES  
IN CHINA**

**參與中國境內特定品種期貨交易及/或期權交易的補充協議**

**THIS IS AN IMPORTANT DOCUMENT. PLEASE READ IT CAREFULLY.**

**此乃重要文件，請您細閱。**

**THIS SUPPLEMENTARY AGREEMENT** (the “Agreement”) is entered into between:

本補充協議（下文稱“本協議”）由以下各方訂立：

Huatai (Hong Kong) Futures Limited (hereinafter referred to as the “Company”), a company legally established and registered in Hong Kong at the address of Unit 919, 9/F China Merchants Tower, Shun Tak Centre, 168-200 Connaught Central Road, Sheung Wan, Hong Kong

華泰（香港）期貨有限公司（下文稱“本公司”），一家在香港合法成立及註冊的公司，其地址為香港上環干諾道中168-200號招商局大廈9樓19室

AND

及

\_\_\_\_\_ (hereinafter referred to as the “Client”), the holder of Hong Kong Identity Card / Passport / Company Register Document No. \_\_\_\_\_, whose address is \_\_\_\_\_.

\_\_\_\_\_（下文稱“貴客戶”），香港身份證 / 護照 / 公司註冊文件  
\_\_\_\_\_之持有人，其地址為\_\_\_\_\_。

**WHEREAS**, the Company and the Client has entered into a client agreement together with all relevant documents subsequently supplemented, revised and substituted (hereinafter referred to collectively as the “Client Agreement”) for futures brokerage on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This Agreement is a supplement to the Client Agreement.

鑒於，本公司與貴客戶已于\_\_\_\_\_年\_\_\_\_月\_\_\_\_日訂立了一份關於期貨經紀的客戶協議書及所有後續補充、修訂及替代之有關文件（下文合稱“《客戶協議書》”）。本協議是對《客戶協議書》的補充。

**WHEREAS**, the Client intends to participate in trading futures and/or options of specific types in China.

鑒於，貴客戶擬參與中國境內特定品種期貨交易及/或期權交易。

**WHEREAS**, intended foreign trading participants must trade through a qualified Foreign Brokerage Institution, and the Company is a qualified Foreign Brokerage Institution for participation in trading futures and/or options of specific types in China. 鑒於，擬參與境外交易者須透過合資格境外經紀機構進行交易，而本公司為參與中國境內特定品種交易的合資格境外經紀機構。

**IT IS AGREED BY THE PARTIES THAT:**

**雙方達成如下協議：**

**I. DEFINITIONS**

**定義**

- 1.1 China means the People's Republic of China, excluding Hong Kong, Macau and Taiwan only for purposes of this agreement;  
“中國”指中華人民共和國，然僅為本協議之目的，不包括港澳台地區；
- 1.2 Designated Depository Banks mean the banks approved and designated by the Exchanges for margin depository business of the Exchanges' domestic and overseas clients;  
“指定存管銀行”指交易所批准及指定的從事境內外客戶保證金存管業務的銀行；
- 1.3 Foreign Brokerage Institution means the financial institution legally established outside China and recognised by the futures regulatory body in the jurisdiction where it is located to receive funds and trading instructions from trading participants and to trade in its own name;  
“境外經紀機構”指在中國境外依法設立、具有所在司法轄區期貨監管機構的認可，可以接受交易者資金和交易指令並以自己名義為交易者進行交易的金融機構；
- 1.4 Foreign Clearing Account means the bank accounts for cash deposit and withdrawal for the purpose(s) of futures and options trading opened by the Company at the Designated Depository Bank(s);  
“期貨結算帳戶”指本公司在指定存管銀行開立的用於期貨及期權交易出入金的銀行帳戶；
- 1.5 Exchanges means exchanges on which the futures and/or options of specific types are traded;  
“交易所”指特定品種期貨及/或期權上市之交易所；
- 1.6 Regulators means China Securities Regulatory Commission, Exchanges, China Futures Association, China Futures Market Monitoring Center, Hong Kong Securities and Futures Commission and any other regulatory body in Mainland China or Hong Kong that may have legal authority over the content and trading of this Agreement;  
“監管機構”指中國證監會、交易所、中國期貨業協會、中國期貨市場監控中心、香港證監會及任何對本協議之內容及交易具有合法權力的其他中國大陸或香港的監管機構；
- 1.7 Trading Days means every Monday to Friday, excluding Chinese public holidays and days otherwise prescribed by the Exchanges. The trading day refers to the

period from the beginning of continuous trading hours of the previous trading day to the end of the current trading day; if the continuous trading hours are not applicable, the trading day will only be the day trading hours of the current trading day. The Company has privileges to revise the definition from time to time according to the rules of the Exchanges; and

“交易日”指每週一至週五，不含中國法定節假日，交易所另有規定的除外。交易日從前一個工作日的連續交易時間開始至當天日盤結束；不實行連續交易的，交易日即為日盤時間。本公司有權根據交易所之規定不時修改有關交易日的定義；及

- 1.8 Trading Participant Eligibility means the requirements of suitability for traders or trading participant in trading the futures and/or options of specific types according to an Exchange's rules regarding eligibility of traders, or any other requirement of such that may be applicable to this Agreement from time to time published by any other regulators and the Company.

“交易參與者適當性”指根據交易所發佈的有關交易者適當性之規則對參與特定品種期貨交易及/或期權交易的交易者或交易參與者的適當性要求，及其他任何經任何其他監管機構及公司不時發佈的可能適用於本協議之該等要求。

## **II. ACCOUNT OPENING REQUIREMENTS**

### **開戶要求**

- 2.1 The Company shall strictly comply with the requirements for real-name registration for account opening, trading code system and Trading Participant Eligibility, review the information and keep records of the account opening data and/or videos. The Company will apply trading code for the Client only if requirements of the Regulators are fulfilled by the Client.

本公司須嚴格執行開戶實名制、交易編碼制度及交易者適當性制度，對貴客戶進行適當性及實名制審核並留存開戶資料及/或影像資料，在貴客戶滿足監管機構有關規定的條件下為貴客戶單獨申請交易編碼。

- 2.2 The documents for account opening and suitability of the Client shall fulfill the regulatory requirements for account opening, the Exchanges' Traders Eligibility Rules, the regulatory requirements of the Hong Kong Securities and Futures Commission and the Company's policies which may be revised from time to time. 貴客戶的開戶證明文件及適當性應以監管機構開戶業務規則的要求、交易所交易參與者適當性要求、香港證監會的監管要求及公司不時修訂之政策為準。

## **III. WARRANTIES AND UNDERTAKINGS**

### **擔保及承諾**

- 3.1 The Client undertakes to obey the laws and regulations of China, rules of the Exchanges, Self-Discipline Convention of the Industry and the terms and conditions of the Agreement. The Client also undertakes to fully comply with

their respective duties on anti-money laundering, counter-terrorist financing and anti-tax evasion. The Client shall take the responsibilities for rendering the Agreement null or void due to incompliance with this clause.

貴客戶承諾遵守中國法律法規、交易所規則、行業自律規則及協議約定事項，並切實履行反洗錢、反恐融資、反逃稅等義務。貴客戶違反此項承諾，導致本協議無效或者解除的，應該承擔相應的法律責任。

- 32 The Client warrants that the compliance of the laws and regulations of the jurisdiction it resides or registers for participation in trading futures and/or options of specific types in China.

貴客戶保證其參與中國境內特定品種期貨交易及/或期權交易符合所在司法轄區之法律法規的相關規定。

- 33 The Client warrants that the signing, delivery or performance of this Agreement or any Instructions given hereunder will not contravene or breach any existing applicable law, statute, ordinance, rule or regulation or judgement or exceed any limit by which the Client or any of the its assets is bound.

貴客戶保證本協議之簽署、遞交或履行及按本協議發出之任何指示均不會觸犯或違反任何現存適用法律、法規、條例、規則、規例或判令，亦不會超越客戶或其資產任何部分受約束之範圍。

- 34 The Client warrants that the Client understands the nature and suitability and the risks involved in the various types of trading including but not limited to the differences in jurisdictions, rules of Exchanges, types of contracts, currency rates and market conditions according to these terms and conditions, and has sufficient experience to assess the suitability of such trading.

貴客戶保證其對根據此等條款和條件所顧及到的各類交易的性質、對其是否合適及當中所涉的包括但不限於不同地區、交易所規則、合約品種、匯率、市場情況等風險表示理解，並具充足經驗，能夠評定該等交易是否合適。

- 35 The Client warrants that the Client shall be complied with, as stipulated by the Exchanges and regulators, the recognition and reporting rules of related controlling account(s), the regulations and reporting rules of program trading, and obey including but not limited to, the regulations on self-dealing, frequent or large orders placing and withdrawal, self-dealing or position limit violation of related controlling account group, and any other irregular trading behaviours.

貴客戶保證遵守交易所及監管機構關於實際控制關係帳戶認定及報備、程序化交易規管及報備之規定，並遵守包括但不限於自成交、頻繁或大額報撤單、屬於實際控制關係帳戶組的自成交或合併持倉超限及其他異常交易行為的有關規定。

- 36 The Client warrants that the Client shall enter into each futures/options contract purely in reliance on its own judgment as to the future currency and market trends

or the benefits or risks of such trading but not in reliance on any advice or views provided by the Company.

貴客戶保證其將訂立的每一份期貨/期權合約，乃純粹依賴其本身對未來貨幣及市場走勢或該等交易所涉利益或風險的判斷而訂立，而非依賴公司就此提供的任何建議或觀點。

- 3.7 The Client warrants that the Client or its representative is acting as the principal but not trustee or agent in entering into these terms and conditions and futures/options contracts on behalf of the Client.

貴客戶保證貴客戶或其代表替其訂立此等條款和條件，將以當事人而非受託人或代理人身份訂立期貨/期權合約。

- 3.8 The Client warrants that the information provided to the Company is authentic, accurate and latest. The Client undertakes that it shall timely update the information in written notice for any change, alteration, expiration or inapplicability of the identity documents or relevant information. The Client shall be responsible for all losses to itself and/or the Company due to the violation of the clause.

貴客戶保證所提交予本公司的資料為真實、準確及最新的。貴客戶承諾就提供給本公司的身份證明文件或相關資料的變化、更改、失效或不適用，及時以書面方式向甲方提供更新資料。貴客戶須承擔對違反此條款而對其本人及/或本公司造成的一切損失。

- 3.9 The Client warrants that it shall report immediately to the Company for any investigation, punishment or order by government, regulatory bodies or judiciary of any country or region, or punishment of any exchange.

貴客戶承諾因涉嫌違法、違規受到任何國家或地區政府、監管機關、司法機關立案調查、處罰、命令或者受到任何交易場所處罰時，將立即向本公司報告。

- 3.10 The Company has rights to refuse services to the Client and to terminate brokerage relationship with the Client if any of the above warrants or undertakings were breached. The Client shall be responsible of the default obligations and losses thereof.

若貴客戶違反上述承諾，本公司有權拒絕貴客戶的委託，並有權終止與貴客戶的期貨經紀業務關係。貴客戶應承擔違約責任和由此導致的損失。

#### **IV. COMMISSION AND FEES**

##### **傭金及費用**

- 4.1 In consideration that the Company conducts trading in futures and/or options of specific types for the account on behalf of the Client, the Client agrees to pay the Company with commission and fee(s) of such rate stipulated as applicable to its account by the Company from time to time, and agrees that the Company may adjust such rate at any time.

就本公司代貴客戶為其帳戶進行本協議訂明之期貨合約交易，貴客戶同意按本公司不時指定的適用於其帳戶的費率，向本公司支付傭金及費用，並同意本公司得以隨時對該等費率作出修改。

- 4.2 For the abovementioned commission and fees, the terms of the Client Agreement apply to the Agreement.

有關上述傭金及費用，《客戶協議書》之有關條款適用於本協議。

## **V. POSITION LIMIT AND MARGIN**

### **持倉限制及保證金**

- 5.1 The Client shall report to the Exchanges according to applicable rules of the Exchanges when the positions of certain kind of contracts it holds have reached the standard of reportable positions required by the Exchanges.

貴客戶持有某品種合約的數量達到交易所規定的持倉報告標準時，應當按交易所的適用規則向交易所報告。

- 5.2 The Client shall ensure its positions and/or trading volume did not violate or exceed any limits specified in any applicable rules of the Exchanges.

貴客戶應確保其持倉及/或交易量不違反或超過任何交易所適用規則所定的限額。

- 5.3 Unless otherwise prescribed by the Agreement, relevant terms of the Client Agreement shall be applied to the closing or forced liquidation of positions.

除本協議另有規定外，有關平倉及強制平倉的規定，依照《客戶協議書》的相關條款執行。

- 5.4 Any deposit or withdrawal of funds by the Client shall be conducted in manners stipulated by the Exchanges and through the special account for margin of the Company. The transfer shall be recognized as successful by the confirmation of the bank where the account of the Company is opened and maintained.

貴客戶應當按照交易所規定的方式與本公司保證金專用帳戶進行出入金。貴客戶保證金到賬以本公司開戶銀行確認為准。

- 5.5 Unless otherwise prescribed by the Agreement, relevant terms of the Client Agreement shall be applied to the margin and margin calls.

除本協議另有規定外，有關保證金及追繳保證金的規定，依照《客戶協議書》的相關條款執行。

## **VI. SETTLEMENT**

### **結算**

- 6.1 The futures/options contracts specified in the Agreement is quoted, traded and settled in currency of Renminbi (RMB). Any purchase and settlement of the foreign currency performed by the Exchanges or Exchange members shall be performed in accordance with the actual results of the transactions and the Notice

of the State Administration of Foreign Exchange on Issues concerning Foreign Exchange Administration of Trading in Futures of Specific Varieties in China by Foreign Traders and Foreign Brokerage Agencies. The Company is entitled to perform any currency exchange in relation to any transactions of Client as it may deem necessary at its sole discretion.

本協議訂明之期貨/期權合約以人民幣進行報價、交易及結算。任何由交易所或交易所會員進行的結購匯業務應根據交易的實際結果，按照國家外匯管理局《關於境外交易者和境外經紀機構從事境內特定品種期貨交易外匯管理有關問題的通知》等相關規定辦理。公司有權可全權決定就貴客戶之任何交易進行公司認為有必要之貨幣兌換。

- 6.2 The Client agrees that the currency rates, if any, for payment or receipt of the funds related to this Agreement shall be determined by the rates provided by the Designated Depository Bank at the time of the currency exchange or the rates from time to time specified by the Company by its absolute discretion. Relevant expenses and risks of the currency exchange shall be borne by the Client.

貴客戶對其支付或收取的與本協議相關的款項，如涉及貨幣兌換，兌換匯率以兌換發生時制定存管銀行提供的或本公司以絕對酌情權不時訂明的匯率為準，由貴客戶承擔相關的貨幣兌換費用及匯率風險。

- 6.3 Unless otherwise prescribed by the Agreement, relevant terms of the Client Agreement shall be applied to the settlement and currency exchange.

除本協議另有規定外，有關結算及貨幣兌換的規定，依照《客戶協議書》的相關條款執行。

## **VII. OTHER SERVICES**

### **其他業務服務**

- 7.1 Except for futures/options trading service, other services including but not limited to delivery, hedging, exchange for physical and pledge by warehouse receipts shall be provided according to the rules of the Exchanges, member(s) of the Exchanges and the Company that may be revised from time to time. The Client understands and confirms that the Company may refuse by its absolute discretion the application for the foresaid services of the Client, and the Client shall be responsible for any cost and result incurred thereof.

期貨/期權交易以外的業務服務，包括但不限於交割、套期保值、期轉現及標準倉單質押，應依照交易所、交易所會員及本公司可不時修訂的規則執行。貴客戶明白並確認本公司可依據其絕對酌情權，拒絕貴客戶的上述服務申請，任何由此產生的費用和結果由貴客戶承擔。

## **VIII. EXEMPTION CLAUSES**

### **免責條款**

- 8.1 The Company has no responsibility for any necessary action that the Company may take in compliance with laws, regulations and rules of China and any other



rules specified in this Agreement.

對於本公司為遵循中國法律法規及任何其他本協議訂明之規定所採取的必要行為，本公司不承擔責任。

- 82 The Company has no responsibility for any direct or indirect loss of the margin of the Client due to the failure to fulfill the obligation, re-organization, bankruptcy, liquidation, takeover or any of such kind of the Designated Depository Bank or any other third-party.

指定存管銀行或其他第三方出現未履行義務、重組、破產清算、停業結算、被接管或託管等情況，從而對貴客戶交存的保證金造成任何直接或間接損失的，本公司不承擔責任。

- 83 The Client shall be responsible for any risk of funds deposit or transfer as a result of time difference, public holidays of domestic and foreign banks or other factors that are not caused by the negligence or omission of the Company.

貴客戶的出入金環節可能存在因時差、境內外銀行節假日差別及其他並非由本公司之過失或疏忽導致的風險，此風險應由貴客戶承擔。

- 84 Unless otherwise prescribed by the Agreement, relevant terms of the exemption clauses in the Client Agreement shall be applied to the Agreement.

除本協議另有規定外，《客戶協議書》中關於免責條款的內容適用於本協議。

## **IX. APPLICABLE LAWS AND DISPUTE RESOLUTION**

### **適用法律及爭議解決**

- 9.1 The Agreement is signed and executed in China. The execution, effect, explanation, performance and dispute resolution of the Agreement shall be bound by laws, regulations, rules normative documents of China and industry self-discipline rules and rules of Exchanges.

本協議簽訂、履行於中國境內，協議的訂立、效力、解釋、履行及爭議解決等適用中國法律、行政法規、部門規章、規範性文件以及交易所規則、行業自律規則。

- 9.2 This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China. The Client irrevocably submits to the non-exclusive jurisdiction of Chinese courts.

本協議將受中華人民共和國法律管轄並根據中國法律解釋。客戶不可撤回地接受中國法院的非專有司法管轄權。

## **X. NOTICE AND DELIVERY**

### **通知及送達**

- 10.1 Unless otherwise prescribed by the Agreement, relevant terms of the Client Agreement shall be applied to notice and delivery.

除本協議另有規定外，有關通知及送達的規定，依照《客戶協議書》的相關條款執行。

## **XI. MISCELLANEOUS**

### **雜項**

- 11.1 The Client acknowledges and agrees that the Company keeps records of part or all of the conversations between the Client and the Company. It is agreed that the audio or electronic system records can be used by the Company as proof of evidence in legal proceedings or occasions where appropriate.  
貴客戶知悉並同意本公司對其與本公司間部分或全部會話等進行記錄，貴客戶同意本公司的錄音記錄、系統記錄等具有證據效力，本公司有權將該等記錄用於任何訴訟或其認為適當的場合。
- 11.2 The Agreement shall be deemed as the integral part of the Client Agreement with the same legal effect. In the event of any inconsistency between the Agreement and the Client Agreement, the terms of this Agreement shall prevail. The terms of the Client Agreement shall apply to issues not stipulated in the Agreement herein.  
本協議應視為《客戶協議書》的組成部分，與《客戶協議書》具有同等法律效力。本協議與《客戶協議書》不一致之處，以本協議為準。本協議未規定事宜，《客戶協議書》之條款均適用於本協議。
- 11.3 The Client confirms that the Client has read this Agreement and that the contents of this Agreement have been fully explained to the Client in a language which the Client understands, and that the Client accepts this Agreement in its entirety. In the event that there is any discrepancy between the English and the Chinese clauses of this Agreement, Chinese clauses shall prevail.  
客戶確認客戶已經閱讀本協議，而本協議的內容已經用客戶所能理解的語言向其解釋。客戶亦確認其完全接受本協議。如果本協議的中英文條款之間存在差異，概以中文條款為準。

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## **EXECUTION PAGE**

### **簽字頁**

The Client, as the undersigned person(s) / firm(s), hereby confirms that it has read the Agreement, the Client Agreement and any other relevant documents previously signed, fully understood the meanings and risks thereof, asked questions and sought independent legal advice (if necessary).

貴客戶作為下述簽署人, 謹此確認其已閱讀本協議、《客戶協議書》及其曾簽署的任何有關文件, 完全理解上述內容及風險, 並就該等內容提出問題及徵求獨立的法律意見 (如需)。

The Client and the Company hereto have executed this Agreement on the date specified hereinafter by their duly authorized representatives.

貴客戶及本公司之正式授權代表于下文訂明之日期訂立此協議。

### **The Client / 貴客戶**

申請於以下之交易所進行交易:

1. ☐ 大連商品交易所 2. ☐ 鄭州商品交易所

Name / 姓名或名稱:

Authorized Signature / 授權簽字:

Company Chop (if any) / 機構加蓋公章或印鑒 (如有):

Date / 日期:

### **The Company / 本公司**

Name / 姓名或名稱: Huatai (Hong Kong) Futures Limited  
華泰 (香港) 期貨有限公司

Authorized Signature / 授權簽字:

Company Chop (if any) / 機構加蓋公章或印鑒 (如有):

Date / 日期:

境外产品或做市商交易者交易编码申请表 (境外中介业务)								
Trading Code Application Form for Overseas product or market maker (Overseas agent business)								
申请日期 Date of Application:				资金账号 Account No.:				
华泰(香港)期货有限公司				委托代理关系: 华泰期货有限公司				
一、账户类型 Account Type		<input checked="" type="checkbox"/> 期货经纪账户 Futures Brokerage Account						
二、客户基本信息 Basic Information		单位全称 Full Name				单位性质 Entity Type		
						<input type="checkbox"/> 股份有限公司 Company Limited by Share <input type="checkbox"/> 有限合伙企业 Limited Partnership <input type="checkbox"/> 普通合伙企业 General Partnership <input type="checkbox"/> 其他 Other _____		
机构成立 证明文件号 Certificate of Incorporation No.						当地纳税 ID Local Tax ID		
						据实填写, 如无填 “无”		
经营范围 Business Scope						经营期限 Term of Operation		
国家及地区 Country/Region		境外 Overseas	注册国 Country of Registration		省/州 Province /State		注册资本 Registered Capital	
			城市 City				公司网址 Company Website	
		港 Hongkong/ 澳 Macao/ 台 Taiwan		□中国香港 Hong Kong □中国澳门 Macao □中国台湾 Taiwan		电子邮件 E-mail		
注册地址 Registered Address						邮政编码 Postal Code		
联系地址 Contact Address						传真号码 Fax No.		
是否有董事会 Does the client have a board of directors?		<input type="checkbox"/> 无董事会 No <input type="checkbox"/> 有董事会 Yes						
产品名称 Full Name Of Product								
产品注册地 Registered Country/Region of Product						产品纳税 ID Tax ID of Product		
做市机构附加码 Additional code of Market Maker institution		做市机构统一填写 ZS1, 其他类型交易者无需填写 Fill in “ZS1” which is for Market Maker institution only				账户规模 Scale of product		
						按实际币种据实填写 Fill in with the actual currency.		
基金经理及 联系方式 Infomation of Fund Manager		姓名 Name				联系电话 Tel.		
		证件类型 Type of ID Certificate				证件号码 ID No.		
		联系地址						

	Address							
份额 <b>25%</b> （含）以上的持有人信息（份额持有人为自然人或者一般单位，可填多个） Information of the shareholder who control more than <b>25%</b> (including) (which is natual person or institution, could be more than one)								
姓名或名称 Name					证件类型 Type of ID Certificate)			
证件号码 ID No.					持有份额（占比） Percentage of holding share			
持有份额 Holding shares								
份额 <b>25%</b> （含）以上的持有人信息（份额持有人为产品，可填多个） Information of the shareholder who control more than <b>25%</b> (including) (which is product,could be more than one)								
产品管理机构名称 Name of Product Managemt Institution					机构成立证明文件号码 或者统一社会信用代码 Certificate of Incorporation No./ Uniform social credit code			
产品名称 Full Name Of Product								
产品规模 Scale of product					持有份额（占比）Percentage of holding share			
持有份额 Holding shares								
注：份额持有人为产品的，应按照上述信息要求继续填写该产品的份额 <b>20%</b> （含）以上的持有人信息，以此类推，直至持有人为自然人或者一般单位为止 PS: If the shareholder is Product, it is required to fill in information of its share holders who control more than 20% (including),until the holder is a natual person or an institution, et cetera.								
投资者类型 Type of investor	<input type="checkbox"/> 产品管理人类型 Type of Product Manager <input type="checkbox"/> 商业银行 Commercial Bank <input type="checkbox"/> 证券公司 Securities Company <input type="checkbox"/> 保险公司 Insurance company <input type="checkbox"/> 基金管理公司 Funds Management Company <input type="checkbox"/> 信托公司 Trust Company <input type="checkbox"/> 期货公司 Futures Company <input type="checkbox"/> 资产管理机构 Asset Management Institution <input type="checkbox"/> 养老基金 Pension fund <input type="checkbox"/> 慈善基金 Charitable foundation <input type="checkbox"/> 捐赠基金 Endowment <input type="checkbox"/> 其他 Other_____（填写具体类型 Fill in detail） <input type="checkbox"/> 做市机构 Market Maker Institution							
三、常务董事或 法定代表人信息 Information of Client' s Managing Director or Legal Representative	姓名 Name					出生日期 Date of Birth		
	国家及地区 Country/Region		省/州 Province/State		城市 City		邮编 Postal Code	
有效身份证明文件 号码（只填一项） Valid ID No. (Fill in one option only)	护照 Passport							
	港澳永久性居民身份证 Hong Kong or Macao Permanent Resident ID Card							
	台湾居民来往大陆通行证 Mainland Travel Permit for Taiwan Resident							
参考身份证明文件 号码 （至少填一项）	护照 Passport				当地纳税证件 Local Tax Certificate			
	驾照 Driver's License				当地社保证件 Local Social Security Certificate			

Reference ID No.  (Fill in at least one option)	当地身份证（港澳除外） Local ID Card (Excluding Hong Kong and Macao)							
	港澳居民来往内地通行证 Mainland Travel Permit for Hong Kong or Macao Resident							
	港澳台居民居住证 Residence permit for Hong Kong, Macao and Taiwan residents							
	其他 Other							

四、结算银行(本单位用于期货交易的的出入金均通过以下已登记的期货结算账户办理。)

Clearing Bank (All the funds that we will use for futures trading will be transferred to or from the following registered account for futures settlement.)

开户银行 Bank	开户银行网点名称 Branch Name of Account Opening				银行账号 Account No.			

五、授权书：本单位现授权下列人员和印鉴自本申请签署之日起至本单位书面提交变更或终止授权之日止作为本单位的开户代理人、指令下达人(通知事项确认人及联系人)、资金调拨人、结算单确认人和资金调拨印鉴，代表本单位在华泰(香港)期货有限公司办理签署期货交易等相关文件、指令下达和通知事项确认或资金调拨等事宜。

Power of Attorney: We hereby authorize the following persons to be our authorized account opening agent, authorized person for order placement (also the person to confirm and contact on matters to be notified of), authorized person for funds transfer and authorized person for settlement confirmation and the following seal(s) to be our funds transfer seal(s) from the date of this application form to the date on which we submit a written document to modify or terminate such authorization. With this authorization, the foregoing persons are empowered to sign futures trading related documents, place trade orders, confirm notifications, transfer funds and/or handle other related matters on our behalf with Huatai (HK)Futures Limited.

<input type="checkbox"/> 开户代理人 Authorized Account Opening Agent								<input type="checkbox"/> 指令下达人 Authorized Person for Order Placement							
<input type="checkbox"/> 资金调拨人 Authorized Person for Funds Transfer								<input type="checkbox"/> 结算单确认人 Authorized Person for Settlement Confirmation							
姓名 Name				国家及地区 Country/Region			省/州 Province/ State			城市 City					
证件号码 ID No.				身份证明文件类型 Type of ID Certificate						联系电话 Tel.					
联系地址 Address				电子邮箱 E-mail				签字留样 Signature Specimen							
				邮编 Postcode											

<input type="checkbox"/> 开户代理人 Authorized Account Opening Agent								<input type="checkbox"/> 指令下达人 Authorized Person for Order Placement							
<input type="checkbox"/> 资金调拨人 Authorized Person for Funds Transfer								<input type="checkbox"/> 结算单确认人 Authorized Person for Settlement Confirmation							
姓名 Name				国家及地区 Country/Region			省/州 Province/ State			城市 City					
证件号码 ID No.				身份证明文件类型 Type of ID Certificate						联系电话 Tel.					
联系地址 Address				电子邮箱 E-mail				签字留样 Signature Specimen							
				邮编 Postcode											

<input type="checkbox"/> 开户代理人 Authorized Account Opening Agent								<input type="checkbox"/> 指令下达人 Authorized Person for Order Placement							
<input type="checkbox"/> 资金调拨人 Authorized Person for Funds Transfer								<input type="checkbox"/> 结算单确认人 Authorized Person for Settlement Confirmation							
姓名 Name				国家及地区 Country/Region			省/州 Province/ State			城市 City					
证件号码 ID No.				身份证明文件类型 Type of ID Certificate						联系电话 Tel.					
联系地址 Address				电子邮箱 E-mail				签字留样 Signature Specimen							
				邮编 Postcode											

六、 申请开通 特定品种 Application for Trading Access of specified product(s)	<div>大商所 Dalian Commodity Exchange □特定品种 Specified product</div>	<div>郑商所 Zhengzhou Commodity Exchange □特定品种 Specified product</div>
	<div>单位声明： 1. 本单位自愿申请以上特定品种权限，充分认识期货、期权交易风险，并对期货、期权交易结果承担责任。 2. 本单位自愿遵守对应申请交易所的法律、行政法规、规章及交易所各项期货业务规则。 3. 本单位所提供的投资者适当性材料真实、有效，并自愿承担因材料不实导致的一切后果。 4. 本单位不存在严重不良诚信记录或者被有监管权机关宣布为期货市场禁止进入者的情形；不存在法律、法规、规章和各交易所业务规则禁止或者限制从事期货交易的情形；不属于涉金融严重失信人员。 5. 本单位承诺相关业务人员已具备期货交易基础知识，并了解对应勾选交易所的相关业务规则，并自愿承担提供不实承诺的后果。 Our company hereby declares that: 1. The company voluntarily applies for trading access of the ticked specified product(s). The company is fully aware of the inherent risks of futures and options trading and is responsible for all of its futures and options trading results; 2. The company voluntarily abide by the corresponding laws, regulations, bylaws and exchange rules of the ticked specified product(s); 3. The investor eligibility materials provided by the company are genuine and valid. The company will bear all consequences of untruthfulness and inaccuracy. 4. The company does not have significant bad credit record and has never been banned from futures market by any authorities. The company is not by any means prohibited or limited from undertaking futures trading by laws, regulations, bylaws and exchange rules. The company is not a Person of Serious Discredit with respect to financial activities. 5.The employees undertaking specified product(s)-related business have adequate futures trading knowledge and have clear understanding of exchange rules governing the ticked specified product(s). The company will bear all consequences of any untruthfulness in item 1 to 5 of this declaration.</div>	
<div>七、客户声明 Client’s Statements: 本单位承诺：1. 遵守中国期货市场各项法律法规和其他相关规定；2. 出具合法有效的单位、个人身份证明文件，以本单位名义和真实身份在中国期货市场开立账户；3. 真实、准确和完整地提供和填写各类开户资料，姓名或者名称以及身份证明文件号码的填写内容与其身份证明文件记载内容保持一致；4. 目前及今后均不存在以多重国籍或者多种身份申请开立多个账户的情况；有效身份证明文件的姓名（或者名称）及号码发生变更时，及时在期货公司和境外经纪机构办理开户资料修改；身份证明文件临近有效期时及时补换。 本单位将承担违背上述承诺的一切法律后果。 We undertake to: (1) to abide by all the laws, regulations and other rules applicable to the Chinese futures market; (2) to provide our legal and valid identity documents and those of any of our people if required, and open an account, in our name and with our true identity, for trading in China’s futures market; (3) to provide and fill out truly, accurately and completely all account opening documents, with the names and identity numbers filled out therein being identical to those contained in the corresponding identity documents; and (4) that we have not opened and will not open more than one account with multiple nationalities or identities. In case of any change to the name or identity number contained in any of the said identity documents, we will promptly update our account opening documents at our futures firm and overseas broker accordingly. Any of the identity documents that are about to expire will be renewed in a timely manner. We will take all legal consequences resulting from our breach of any of the above undertakings.</div>		
<div>本单位资金调拨印鉴留样： Specimen of our funds transfer seal</div> <div>常务董事或法人代表签字（盖章）： Signed by our managing director or legal representative(company Seal)</div> <div>日期 Date:                      年    月    日</div>		

以下内容由境外经纪机构填写		华泰(香港)期货有限公司	
The following is to be filled out by Overseas Broker		Huatai (HK) Futures Limited	
交易所适当性内容 Trading Access Management for Trading on Futures Exchanges:			
内部制度 Internal Rules	<div><input type="checkbox"/>具有健全的内部控制、风险管理等期货交易管理相关制度</div> <div>Having sound internal control rules, risk management rules, and other rules relating to the management of futures trading, including, but not limited to, rules or procedures for trading decision-making, order submission, funds transfer, and physical delivery and risk management.</div>		
合规诚信 Compliance and Credit	<div><input type="checkbox"/>中国证监会证券期货市场违法失信信息公开查询平台查询无记录</div> <div>The CSRC’ s Securities and Futures Market Illegality and Dishonesty Record Inquiry Platform</div> <div><input type="checkbox"/>中国期货业协会行业信息管理平台查询无记录 The CFA’ s Industry Information Management Platform</div> <div><input type="checkbox"/>涉金融严重失信人员名单查询无记录 The list of persons with serious dishonesty related to finance</div> <div><input type="checkbox"/>已通过多种渠道了解客户诚信信息，结合各国相关征信系统，对客户诚信状况进行综合评估并向客户明示有关禁止或者限制从事期货交易的规定和要求。Had obtained the Client’ s credit information through various channels and carry out an integrated assessment of the Client’ s credit standing by using the relevant credit reference systems and clearly informed the Clients of rules and requirements for prohibitions or restrictions on futures trading.</div>		
<div>本单位已对该境外交易者的开户申请资料进行了认真审核，该境外交易者开户申请资料真实、合法、有效和完整，本申请表的填写内容与交易者身份证明文件、开户申请资料以及期货经纪合同的记载事项严格一致。</div> <div>We have carefully reviewed the account opening documents of the overseas trader and believe that those documents are authentic, legal, valid and complete, and the information provided in this Trading Code Application Form for the Trader is wholly consistent with the information contained in the overseas trader’s identity documents, account opening documents and futures brokerage contract.</div>			
经办人(签字): Handled by (Signature)		华泰(香港)期货有限公司: Huatai (HK) Futures Limited :	(签名/盖章) (Signature/Company Seal)
		日期 Date:	年 月 日

注：选择事项打勾表示选择，打叉表示不选择。

Note: Please check the boxes for the selected options and put a cross in the boxes for the non-selected options.



资金账号：

## 期货账户实际控制关系告知函

尊敬的客户（名称 \_\_\_\_\_）：

为了切实履行客户交易行为管理职责，积极配合相关开户人做好实际控制关系账户报备工作，现将监管机构关于实际控制关系监管及报备的要求作如下告知：

实际控制是指行为人（包括个人、单位）对他人（包括个人、单位）期货账户具有管理、使用、收益或者处分等权限，从而对他人交易决策拥有决定权的行为或事实。

根据实质重于形式的原则，具有下列情形之一的，应当认定为行为人对他人期货账户的交易具有实际控制关系：

1. 行为人为他人的控股股东，即行为人的出资额占他人资本总额的 50%以上或者其持有的股份占他人股本总额 50%以上的股东，出资额或者持有股份的比例虽然不足 50%，但依其出资额或持有的股份所享有的表决权已足以对股东会、股东大会的决议产生重大影响的股东；
2. 行为人为他人的开户授权人、指定下单人、资金调拨人、结算单确认人或者其他形式的委托代理人；
3. 行为人为他人的法定代表人、主要合伙人、董事、监事、高级管理人员等，或者行为人与他人的法定代表人、主要合伙人、董事、监事、高级管理人员等一致；
4. 行为人与他人之间存在配偶关系；
5. 行为人与他人之间存在父母、子女、兄弟姐妹等关系，且对他人账户的日常交易决策具有决定权或者重大影响；
6. 行为人通过投资关系、协议、融资安排或者其他安排，对他人账户的日常交易决策具有决定权或者重大影响；
7. 行为人对两个或多个他人期货账户的日常交易决策具有决定权或者重大影响；
8. 交易所认定的其他情形。

符合实际控制关系账户认定标准的客户应当在签署经纪合同后 10 个交易日内完成实际控制关系报备。

具有实际控制关系账户的开户人在实际控制关系发生变更时，应在 5 个工作日内通过我司向交易所主动申报相关信息的变更情况。

对于具有实际控制关系账户但不如实申报相关信息、不如实回复交易所询问、隐瞒事实真相、故意回避等不协助报备和不协助调查工作的开户人（包括非期货公司会

员)，交易所将采取谈话提醒、书面警示、限制开仓等措施。情节严重的，交易所将依据相关违规处理办法。

进行处理。  
请知悉！

华泰（香港）期货有限公司

客户承诺
<p>1. 本人/本单位知悉并承诺遵守交易所关于存在实际控制关系账户的有关规则及要求，合法合规参与期货交易，自愿承担相应的法律责任并接受交易所的处理措施。</p> <p>2. 本人/本单位承诺如本人/本单位账户存在实际控制关系，将及时履行报备义务。</p> <p>3. 本人/本单位承诺申报后如果申报内容发生变更，将及时履行变更申报义务。</p> <p>客户签章：</p> <p>_____年 ____月 ____日</p>

附件 5-1:

内部资金账号:

## 关于交易者符合相关期货交易所交易者适当性 制度要求的证明

大连商品交易所 / 郑州商品交易所:

兹证明客户姓名/名称:\_\_\_\_\_

证件类型:\_\_\_\_\_证件号码:\_\_\_\_\_

满足交易所特定品种交易者适当性制度中关于可用资金、知识测试及交易经历的要求, 即:

### 一、可用资金

客户申请交易编码前 5 个交易日保证金账户可用资金余额均不低于 (单位客户: ☐人民币 50 万元 / (个人客户: ☐人民币 10 万元) 或者等值外币。(用于申请大连商品交易所和郑州商品交易所的交易编码)

二、客户具备期货基础知识, 了解特定品种相关业务规则。

三、客户具备符合交易所要求的期货交易经历。

开户经办人 (签字)

开户机构 (盖章)

日期

附件 5-2:

内部资金账号:

## 关于交易者符合相关期货交易所交易者适当性 制度要求的证明

大连商品交易所 / 郑州商品交易所:

兹证明客户姓名/名称:\_\_\_\_\_

证件类型:\_\_\_\_\_证件号码:\_\_\_\_\_

已具有(说明具体情况):\_\_\_\_\_,  
满足\_\_\_\_\_期货交易所交易者适当性制度要求豁免条  
件, 可不适用于资金、知识、交易经历及合规等要求, 特此证明。

开户经办人(签字)

开户机构(盖章)

日期