

客戶協議書 - 條款及條件

CLIENT AGREEMENT - TERMS AND CONDITIONS

I. 客戶協議書（公司賬戶）

CLIENT AGREEMENT FOR CORPORATE ACCOUNT

華泰（香港）期貨有限公司是香港證監會持牌人（CE 編號為 BHE003），可根據《證券及期貨條例》經營受規管業務第 2 類（期貨合約交易）及第 5 類（就期貨合約提供意見）及為香港期貨交易所有限公司（“期交所”）的交易所參與者。

Huatai (Hong Kong) Futures Limited is licensed with the Securities & Futures Commission to engage in the regulated activity of dealing in futures contracts under the Securities & Futures Ordinance (CE No. BHE003) and being an Exchange Participant of Hong Kong Futures Exchange Limited (“HKFE”).

致：華泰（香港）期貨有限公司（以下簡稱“華泰（香港）期貨”） 註冊辦事處：

香港中環皇后大道中 99 號中環中心 2102 室

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To: Huatai (Hong Kong) Futures Limited (“HTF”)

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鑒於華泰（香港）期貨同意代表客戶（定義如下所述）開立一個戶口，用以不時進行買入或賣出或其他任何處理涉及 商品、期貨合約及或期權合約（定義如下所述）的交易，以及不時提供與上述有關買賣或交易之諮詢，客戶茲同意戶口（定義如下所述）將按本協議書內所列載之條款及條件運作及維持。

In consideration of HTF agreeing to open an account on behalf of the Client (as defined below), for the purchase or sale of or any other dealing in Commodities, Futures Contracts and/or Option Contracts (as defined below) and, from time to time, to provide advice in relation to the same the Client hereby agrees that the Account (as defined below) shall be operated and maintained upon the terms and subject to the conditions set out in this Agreement.

1 釋義及一般條款

INTERPRETATION AND GENERAL PROVISIONS

1.1 在本協議書中：

In this Agreement:

「戶口」指客戶不時向華泰（香港）期貨開立與本協議書有關之一個戶口或多個戶口；

Account means the account or, jointly and severally, the accounts opened by the Client with HTF from time to time and to which this Agreement relates;

「獲授權人」指開戶申請表、董事會決議摘要內指定之獲授權人及 / 或委託授權書指派之代表；

Authorised Person means the person specified as such in the Account Opening Form or Extract of Board Resolution and/or the Attorney specified in the Authorisation Form;

「銀行交易日」指在香港之銀行開門營業之一日（星期六除外）；

Bank Trading Day means a day (other than a Saturday) on which banks are open in Hong Kong for the transaction of business;

「客戶」指其詳情列載於開戶表格中之個人、商行或公司（包括其繼承人）；

Client means the individual, firm or company whose details are set out in the Account Opening Form (including his/her/its successors in title);

「商品」或「多種商品」指任何商品項目，包括但不限於農業商品、金屬、貨幣、指數（不論是股票市場或其他）、利率或其他金融合約、能源、權利或權限，而且（按情況所需）包括與上述有關之期貨合約或期權合約，而每一情況下均不論該項目是否可以被交付；

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

「違約事件」指第 17.1 款所列載之任何事件；

Event of Default means any of the events set out in Clause 17.1;

「期貨合約」指于任何交易所執行之引起下述效果之一份合約：

Futures Contract means a contract executed on any exchange the effect of which is that:

- (i) 一方當事人同意于未來某一議定時候按議定價格向另一方當事人交付某一商品或按議定價格交付某數量之某種商，或
One party agrees to deliver to the other party at an agreed future time an agreed Commodity or quantity of a Commodity at an agreed price; or
- (ii) 各方當事人同意于議定之未來時間按某一議定商品之當時價值比訂立合約時所議定之水準更高或更低或（視情況而定）上升或下降而作出調整，其差額根據訂立該合約之交易所規則決定。
the parties agree to make an adjustment between them at an agreed future time according to whether an agreed Commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making of the contract, the difference being determined in accordance with the rules of the exchange on which that contract is made;

「期權合約」指由一方授予另一方可由後者于某一指定日期或之前行使之權利（但並非義務），以按某一議定價格購買或沽出（視情況而定）指定數量之某一商品或期貨合約；

Option Contract means a contract pursuant to which one party grants the other party a right (but not the obligation), exercisable by the latter party on or before a specified date, to acquire or (as the case may be) to dispose of a specified quantity of a Commodity or Futures Contract at an agreed price;

「條例」指《證券及期貨條例》（香港法例第五百七十一章）以及按該法例制定之任何附屬法例（經不時修訂、修改或取代之文本）；

Ordinances means the Securities & Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (SFO) and any subsidiary legislation made thereunder as revised, amended or substituted from time to time;

「證監會」指香港證券及期貨事務監察委員會；

SFC means the Securities and Futures Commission of Hong Kong;

「開戶表格」指客戶為了在華泰（香港）期貨開立戶口而填寫、簽署並提交給華泰（香港）期貨的表格；

Account Opening Form means the form completed, signed and submitted to HTF for the purposes of open the Account with HTF;

「結算賬戶」指開戶表格中客戶指定作為結算賬戶的銀行賬戶或客戶不時通知華泰（香港）期貨的其它銀行賬戶。

Settlement Account means the bank account of the Client designated as the Settlement Account in the Account Opening Form or such other bank account of the Client as the Client may notify HTF from time to time.

- 1.2 就客戶履行其在本協議書項下或與本協議書有關之任何義務而言，本協議書具備時效性因素。

Time shall be of the essence in respect of the performance of any obligation of the Client hereunder or in connection herewith.

- 1.3 若客戶包括一人以上，本協議書內提及「客戶」時應包括任何該等人，而他們每一人在本協議書項下的責任和義務應是共同及個別的，每一客戶有權行使其在本協議書項下的全部權利、權力及酌情權并普遍地與華泰（香港）期貨進行買賣，有如他們每一人本身即為戶口持有人而無須通知另一方；而華泰（香港）期貨可以遵循他們其中一人所發出有關戶口的指示，並且將無義務查詢或應用聯名戶口持有人之任何錢財。

Where the Client consists of more than one person, any reference in this Agreement to "Client" includes any such persons, and liabilities and obligations of each of them hereunder shall be joint and several, and each of the Clients shall have authority to exercise all its rights, powers and discretions hereunder and generally to deal with HTF as if each of them alone were Account holder, without notice to the other; and HTF may follow the instructions of any of them concerning the Account and shall not be obliged to inquire into or use to the application of any monies as between the joint Account holders.

2 戶口

THE ACCOUNT

- 2.1 華泰（香港）期貨同意依據本協議書規定開立、運作及維持戶口。

HTF agrees to open, operate and maintain the Account in accordance with the provisions of this Agreement.

- 2.2 華泰（香港）期貨茲被授權並將有權買入、賣出、交換或以其他方式處置及一般處理其按任何獲授權人之指示在戶口或為戶口所持有之任何商品、期貨合約及 / 或期權合約。

HTF is hereby authorised and shall be entitled to purchase, sell, exchange, otherwise dispose of and generally deal in any Commodities, Futures Contracts and/or Option Contracts held in or for the Account upon the instructions of any Authorised Person.

儘管本協議書有任何規定，華泰（香港）期貨有權絕對酌情決定拒絕接受任何該等指示而無義務提供任何理由。倘若華泰（香港）期貨拒絕接受任何指示，其無須就由此而產生之任何損失而向客戶負責。

Notwithstanding anything contained herein, HTF shall be entitled, in its absolute discretion, to refuse to accept any such instructions without being obliged to give any reason therefor. If HTF refuses to accept any instructions, it shall not be liable to the Client for any loss howsoever arising.

- 2.3 由任何獲授權人發出之有關戶口的指示在一切方面均對客戶具有約束力。華泰（香港）期貨有權依賴並根據任何獲授權人發出或好像或已經由其發出之指示行事。華泰（香港）期貨可以透過聲音錄音程序與客戶通訊聯絡，而該聲音錄音將構成被錄音之通訊的證據。

Instructions given by any Authorised Person in relation to the Account shall be binding on the Client in all respects. HTF shall be entitled to rely upon and act in accordance with instructions given by or which appear to have been given by any Authorised Person. HTF may use voice recording procedures in connection with any communications with the Client and any such voice record will constitute conclusive evidence of the communications so recorded.

- 2.4 客戶透過傳真發出之指示于適當情況下將會書面確認，但惟有與客戶訂立一份包含接受傳真指示之額外條款及條件的協議，傳真指示方能為華泰（香港）期貨所接受。

Instructions given by the Client by facsimile will be acknowledged in writing where appropriate but will only be accepted if an agreement has been entered into by the Client containing the additional terms and conditions for the acceptance of facsimile instructions.

- 2.5 華泰（香港）期貨所接獲之客戶買賣指示僅于發出買賣指示該日有效，除非客戶指明該買賣指示為無限期買賣指示。無限期買賣指示將保持有效，直至被客戶取消為止。

All orders received by HTF from the Client remain valid only for the day on which they are placed, unless the Client specifies such orders to be open orders. Open orders will remain open until cancelled by the Client.

- 2.6 除非客戶向華泰（香港）期貨發出相反的特別指示，由客戶發出之可于一個以上之交易所執行的一切指示，可由華泰（香港）期貨於其全權酌情決定之交易所（或多個交易所）執行。

Unless the Client gives HTF specific instructions to the contrary, all instructions given by the Client which may be executed on more than one exchange may be executed on such exchange(s) as HTF may, in its absolute discretion, determine.

3 向客戶提供資料

INFORMATION FOR THE CLIENT

- 3.1 在客戶要求下，華泰（香港）期貨應提供華泰（香港）期貨可能會為客戶處理的商品、期貨合約及 / 或期權合約之相關產品規格或章程或其他要約文件。

Upon the Client's request, HTF shall provide to the Client product specifications and any prospectus or other offering document in relation to such Commodities, Futures Contracts and/or Option Contracts as may be dealt by HTF for the Client.

- 3.2 華泰（香港）期貨將制訂一份包含適用規則、規例或法例規定之關於華泰（香港）期貨為戶口訂立之賣出、買入、交換或以其他方式處置或處理商品、期貨合約及 / 或期權合約之每次交易的一切資料成交單。華泰（香港）期貨應按適用法例規定之期限將該等成交單遞交給客戶。

HTF will make out a contract note containing all the information required by applicable rules, regulations or laws, in respect of every transaction for the sale, purchase, exchange or other disposal or dealing of Commodities, Futures Contracts and/or Option Contracts entered into by HTF for the Account. HTF shall deliver such contract note to the Client within the time limits as may be prescribed by applicable laws.

- 3.3 華泰（香港）期貨將按月或按客戶要求向客戶提供關於華泰（香港）期貨為戶口訂立之交易的戶口結單。

HTF will provide to the Client a statement of account in relation to the transactions which HTF has entered into for the Account on a monthly basis and otherwise upon the Client's request.

- 3.4 華泰（香港）期貨寄給客戶之關於為戶口執行之交易的成交單、戶口結單及任何確認書應為其中所列載之一切資料的證據，而且除非華泰（香港）期貨於向客戶送達該等成交單、戶口結單或確認書（視情況而定）後一（1）個銀行交易日內收到相反的書面通知，應視為已被客戶確認為正確。

The contract notes, statements of account and any confirmation in writing of execution of transactions for the Account which HTF sends to the Client shall be conclusive in respect of all information set out therein, and shall be deemed acknowledged by the Client as correct unless HTF receives written notice to the contrary within one (1) bank trading days of delivery to the Client of the contract note, statement of account or confirmation (as appropriate).

4 規則及規例

RULES AND REGULATIONS

- 4.1 在受某一交易所規則約束之一切交易中，華泰（香港）期貨將按其絕對酌情決定之條款及條件與或透過任何經紀或代理人，包括以任何方式與華泰（香港）期貨有關聯之任何人或一方訂立合約、發出指示或以其他方式進行買賣。

HTF, in all transactions which are subject to the rules of an exchange, shall contract with, instruct or otherwise deal with or through any broker or agent, including any person or party associated in any manner with HTF, on such terms and conditions as HTF may in its absolute discretion determine.

- 4.2 除了本協議書之條款及條件以外，為戶口所進行的一切交易須遵守適用的法例、規則和規例，以及華泰（香港）期貨或受其指示之任何經紀代表客戶或為戶口進行買賣（不論是在香港或其他地方）之該等交易所或市場（及其各自的結算公司，如有）之憲章、規

則、規例、程序及習慣。倘若：(i)本協議書之規定與(ii)適用法例、規則及規例或者有關交易所、市場或結算公司的憲章、規則、規例、程序及習慣有任何衝突或不一致之處，以後者為準。

All transactions for the Account shall, in addition to the terms and conditions of this Agreement, be subject to applicable laws, rules and regulations, and the constitution, rules, regulations, procedures and customs of such exchanges or markets (and their respective clearing houses, if any) in which HTF or any broker it has instructed are dealing on the Client's behalf or for the Account (whether in Hong Kong or elsewhere). If there is any conflict or inconsistency between (i) the provisions of this Agreement and (ii) the applicable laws, rules and regulations, or the constitution, rules, regulations, procedures and customs of the relevant exchange, market or clearing house, the latter shall prevail.

- 4.3 儘管有第 25 條的規定，客戶確認某些交易所或結算公司的規則可能包含使該交易所在某些情況下能够平倉、行使抵銷權及採取該交易所認為適當之其他步驟或多個步驟的組合。客戶同意，倘若任何有關交易所或結算公司採取在任何方面對戶口之某項交易或華泰(香港)期貨就戶口與任何經紀所訂立之任何合約有所影響之任何行動，則華泰(香港)期貨可以採取其絕對酌情決定認為適當之任何行動，以回應該行動或減少該經紀合約下之任何損失。客戶同意，華泰(香港)期貨所採取之任何及每項行動均對其具有約束力。

Notwithstanding the provisions of Clause 25 the Client acknowledges that the rules of an exchange or clearing house may contain provisions enabling such exchange in certain circumstances, to close out, to effect invoicing back, exercise rights of set-off and take such other steps or combination of steps as the exchange thinks fit. The Client agrees that if any relevant exchange or clearing house takes any action which affects in any way a transaction for the Account or any contract HTF has with any broker in relation to the Account, HTF may take any action which in its absolute discretion it determines to be appropriate to correspond with such action or to mitigate any loss under such broker contract. The Client agrees that any and every such action taken by HTF will be binding upon it.

- 4.4 客戶確認明白客戶在各交易所或監管機構條例下，持有一定規模的倉位時有向各交易所或監管機構報告的義務，以及客戶應遵守各交易所或監管機構所建立的所有頭寸限制。各交易所和監管機構已為各種商品合約規定了具體的需報告頭寸水準及頭寸限制，這些級別隨時可能發生變化，客戶應查閱各有關網站以確定具體的級別水準。客戶同意華泰(香港)期貨可能會自行對客戶戶口設置交易限額，並可能限制客戶通過華泰(香港)期貨執行、清算或持有倉位的數目。客戶同意 (i) 不作任何有超過此類限制的結果的交易；(ii) 華泰(香港)期貨可能要求客戶減少與華泰(香港)期貨的持倉頭寸；(iii) 華泰(香港)期貨可能拒絕接受建立新頭寸的訂單。無論是否有適用法律要求，華泰(香港)期貨可以強制執行以上限制。華泰(香港)期貨不承擔由於執行以上限制或客戶超過適用限額有關的損失責任。

The client confirms that he understands that under the regulations of various exchanges or regulatory agencies, when holding a certain scale of positions, the client has the obligation to report to the various exchanges or regulatory agencies, and that the client shall comply with all position restrictions established by the various exchanges or regulatory agencies. Various exchanges and regulatory agencies have set specific reportable position levels and position limits for various commodity contracts. These levels may change at any time. Clients should consult relevant websites to determine specific levels. The client agrees that HTF may set trading limits on the client's account by itself, and may limit the number of positions executed, cleared or held by the customer through HTF. The client agrees (i) not to make any transaction that results in a result exceeding such restrictions; (ii) HTF may require the customer to reduce its position with HTF; (iii) HTF may refuse to accept an order to open a new position. Regardless of whether there are applicable legal requirements, HTF can enforce the above restrictions. HTF shall not be liable for losses due to the implementation of the above restrictions or the client exceeding the applicable limit.

5 費用、付款及保證金

FEES, PAYMENT AND MARGIN

- 5.1 鑒於華泰(香港)期貨根據其在本協議書項下接獲之指出或為戶口執行或訂立商品、期貨合約及/或期權合約，客戶同意向華泰(香港)期貨支付華泰(香港)期貨收費表所列載之收費（該收費表可不時予以修改）。華泰(香港)期貨僅此獲得授權不時從戶口中扣除客戶應付給華泰(香港)期貨之一切收費。

In consideration of HTF carrying out or entering into transactions in Commodities, Futures Contracts and/or Option Contracts pursuant to instructions received by HTF under this Agreement or for the Account, the Client agrees to pay to HTF the charges set out in HTF's schedule of charges (as the same may be amended from time to time). HTF is hereby authorised to deduct all charges payable to HTF from the Account from time to time.

- 5.2 客戶同意一經要求即透過存款或保證金按華泰(香港)期貨不時要求之金額及形式在華泰(香港)期貨支付并維持該等款項，以便使華泰(香港)期貨符合任何交易所、結算公司或經紀實施的保證金及更改、波動調整要求及/或保護其本身免于就戶口之現時、將來或預期交易中蒙受任何損失或損害的風險（“保證金”），連同華泰(香港)期貨可能要求之該等文件，以使其能夠行使其與之有關的權利。

The client agrees to pay and maintain such amounts in HTF by deposit or margin in the amount and form required by HTF from time to time, so that HTF can comply with any exchange, clearing house, or the broker's implementation of margin and changes, volatility adjustment requirements and/or protection from any risk of loss or damage in the account's current, future or anticipated transactions ("Margin"), together with HTF may require such documents so as to enable them to exercise their rights related to them.

- 5.3 華泰(香港)期貨可不時無須事先通知客戶而絕對酌情決定將其為客戶之戶口所持有的全部或任何部份保證金或任何其他款項轉入某一交易所、結算公司或經紀之任何戶口，以便使華泰(香港)期貨能夠支付該交易所、結算公司或經紀要求或規定之任何保證金

或波動調整。

HTF may from time to time, without prior notice to the Client, in its absolute discretion, transfer all or any part of the Margin or any other amounts held by it for the Client's account to any account of an exchange, clearing house or broker to enable HTF to pay any margin or variation adjustment demanded or required by such exchange, clearing house or broker.

- 5.4 客戶同意，向華泰（香港）期貨支付保證金可能要求其對某一商品的購買價進一步支付不定額款項，而並非立即支付（或收取）全部購買（或沽售）價。客戶確認某一商品之市價的任何變動或波動可能會影響客戶被要求支付之保證金款額。

The Client agrees that payment of Margin to HTF may require it to make further variable payments against the purchase price of a Commodity, instead of paying (or receiving) the whole purchase (or sale) price immediately. The Client acknowledges that any movement or fluctuation in the market price of a Commodity may affect the amount of Margin that the Client is required to pay.

- 5.5 客戶同意，華泰（香港）期貨有權並在此被授權借入、使用及處置或向第三方存入（以保管方式存入者除外）、典押或抵押其提供給華泰（香港）期貨之全部或任何部份保證金或其他財產（為了保管而提供者除外），包括由該第三方用以作為華泰（香港）期貨本身義務的抵押品。客戶確認，向任何第三方登記之保證金或其他財產可能將不會以客戶之名義登記。客戶同意，華泰（香港）期貨可用相等（但非一樣）之形式把客戶存入華泰（香港）期貨之保證金或其他財產退回給客戶。

The Client agrees that HTF shall be entitled and is hereby authorised to borrow, use and dispose of, deposit (other than by way of safe custody), pledge or charge to a third party all or any part of the Margin or other property provided to HTF (other than for safe custody), including for use by such third party as collateral for HTF's own obligations. The Client acknowledges that the Margin or other property registered with any third party may not be registered in the name of the Client. The Client agrees that Margin or other property deposited by it with HTF may be returned by HTF to the Client in equivalent (but not identical) form.

- 5.6 應由客戶繳付之與本協議書有關的一切款額（包括保證金），應於華泰（香港）期貨提出要求時以華泰（香港）期貨所選擇之貨幣應付。客戶同意一經要求即繳付華泰（香港）期貨不時要求之該等款額，用以全部或部份償付戶口或其於華泰（香港）期貨持有之任何戶口之任何欠款餘額，連同（按全面補償基礎）華泰（香港）期貨由於在華泰（香港）期貨所持有之任何戶口因客戶之任何錯誤陳述或客戶違反其在本協議書下之義務而引致之任何債務、費用或開支（包括律師費）、稅款、關稅及徵稅。

All amounts (including Margin) payable by the Client in connection with this Agreement shall be due on demand and in the currency of HTF's choice. The Client agrees to pay on demand such sums as HTF may from time to time require in or towards satisfaction of any debit balance of the Account or any account held with HTF together with (on a full indemnity basis) any liabilities, costs or expenses (including legal fees), taxes, imposts and levies which HTF may incur with respect to any account held with HTF as a result of any misrepresentation or any breach of the Client's obligations hereunder.

- 5.7 客戶同意就其欠負華泰（香港）期貨之一切逾期款額（包括欠款餘額）支付利息（包括於判決之前及之後），其利率按香港銀行之基本利率加以某個百分比之年利率，由華泰（香港）期貨全權決定和計算。華泰（香港）期貨可不時調整上述之利率。

The client agrees to pay interest (both before and after the judgment) on all overdue amounts owed to HTF (including the balance of the arrears) at an interest rate based on the basic interest rate of the Hong Kong bank plus a certain percentage of the annual interest rate, which will be determined by HTF are solely determined and calculated. HTF may adjust the above interest rates from time to time.

- 5.8 客戶不能對華泰（香港）期貨代客戶持有之款額（包括保證金）收取利息（另有約定除外）。

The Client shall not be entitled to receive any interest on any sum (including any margin) held by HTF for and on behalf of the Client (unless otherwise agreed).

6 交付與結算

DELIVERY AND SETTLEMENT

- 6.1 客戶承認，為戶口執行之每項交易均預期將會根據其條款以實貨履行，包括交收任何商品並就該等商品付款。儘管如此並在以下第6.3款的約束下，倘若與戶口有關之每一未平倉合約於其結算到期之日仍然存在，而倘若根據有關交易所之規則及慣例，該未平倉合約之買方及賣方祇須按價格或價值差額支付現金即可履行買方及賣方就該未平倉合約之義務，則華泰（香港）期貨或客戶均無任何義務交付或接收（視情況而定）該商品。在此情況下，華泰（香港）期貨或客戶（視情況而定）將透過於其到期日支付有關之差額將該未平倉合約結算或平倉。客戶應採取一切必須行動以便使華泰（香港）期貨能夠根據有關交易所及/或結算公司之規則、規例及規定將其為戶口執行之每項交易妥當結算。

The Client accepts that every transaction effected for the Account contemplates actual performance in accordance with its terms, including delivery and receipt of any Commodities and payment for them. Notwithstanding this and subject to Clause 6.3 below, in respect of each open position in relation to the Account which remains subsisting on the maturity date for its settlement, neither HTF nor the Client shall have any obligation to make or take delivery (as the case may be) of the Commodity the subject matter of the transaction on the maturity date, if according to the rules or usual practice of the relevant exchange, the outstanding obligations of the buyer and seller of such open position shall be satisfied solely by cash settlement based on a difference in price or value, in which case HTF or the Client (as the case may be) shall settle or close the open position by paying the relevant difference on the maturity date thereof. The Client shall take all necessary actions to enable HTF to effect due settlement of each transaction effected for the Account in accordance with the rules, regulations and requirements of the relevant exchange and/or clearing house.

- 6.2 爲了行使爲戶口執行之一份期權合約的期權，客戶應（在買賣或訂立該期權合約之有關交易所的規則及規例的約束下）於華泰（香港）期貨在該期權之沽空或有關交易所或結算公司（以規定最早截止日期者為準）規定之提交行使指示之截止日期前不時指定之該時限之前向華泰（香港）期貨提交行使通知。該通知應附有下列各項方爲有效：(i)倘若屬於認沽期權，應附有交收所需之代表商品或所有權證書；及(ii)倘若屬於認購期權，應有足夠之立即可用資金以收取商品。倘若客戶未能根據本 6.2 款規定行事，則華泰（香港）期貨可以（但無義務）將一份期權合約視爲被放棄。除非經客戶特別指示並在本協議書條款的約束下，華泰（香港）期貨應無任何責任於期權合約之有關截止日期或該日之前代表客戶就任何期權合約提出任何行使指示。

To exercise an option pursuant to an Option Contract effected for the Account, the Client shall (subject to the rules and regulations of the relevant exchange on which the Option Contract is traded or entered into) deliver to HTF a notice of exercise no later than such time limit as may be specified by HTF from time to time before the cut-off date for the tender of exercise instructions prescribed by the writer of the option or the relevant exchange or clearing house (whichever prescribes the earliest cut-off date). Such notice shall only be considered valid when accompanied: (i) in the case of a put option, with the underlying Commodity or document(s) of title needed for making delivery; and (ii) in the case of a call option, with sufficient immediately available funds to take delivery of the Commodity. HTF may (but shall not be obliged to) treat an Option Contract as abandoned if the Client fails to act in accordance with the provisions of this Clause 6.2. Unless specifically instructed by the Client and subject to the terms of this Agreement, HTF shall not have any responsibility whatsoever to tender any exercise instructions on behalf of the Client in respect of any Option Contract whether on or before the relevant cut-off date applicable to the Option Contract.

- 6.3 倘若華泰（香港）期貨或另一名經紀（視情況而定）爲了任何理由及無論如何未能於到期付款或交付日收取根據有關交易所規則和規例及/或結算公司及/或任何適用法例規定就戶口的任何交易而到期應付或任何款額之全部或任何部份付款或接收任何商品之任何款額之全部或任何部份交付（不論是來自有關交易所、結算公司及/或任何其他人士），則華泰（香港）期貨就該項交易而應向客戶付款或交付任何數量之商品的義務，即成為支付相等於華泰（香港）期貨就該商品實際收取之付款或數量之該商品款額或交付數量的義務。

If HTF or another broker (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of all or any part of any amount, or to receive delivery of all or any part of any amount of any Commodity (whether from the relevant exchange, clearing house and/or any other person), due to be paid or delivered to the Client in respect of any transaction in relation to the Account on the due date for payment or delivery thereof in accordance with the rules and regulations of the relevant exchange and/or clearing house and/or any applicable laws, HTF's obligations to make payment or to deliver any Commodity to the Client in respect of such transaction shall thereupon become obligations to make payment of such amount or deliver such quantity of such Commodity as is equal to such payment or such quantity as is actually received by HTF in respect thereof.

7 客戶款項

CLIENT MONEY

- 7.1 華泰（香港）期貨有權並在此獲授權透過在香港或其他地方之一個銀行戶口持有華泰（香港）期貨代表客戶（不論是爲了戶口或其他）所持有之任何款項。

HTF shall be entitled and is hereby authorised to hold any monies held by HTF on behalf of the Client whether for the Account or otherwise, in a bank account whether situated in Hong Kong or not.

- 7.2 客戶承認，其就於非香港之交易所的交易而存入華泰（香港）期貨之任何款項將會轉入任何之一家銀行。華泰（香港）期貨證實任何該銀行已經（或將會）確認：

The Client acknowledges that any monies deposited by it with HTF in respect of transactions outside the Hong Kong Futures Exchange Limited ("HKFE") will be transferred to any bank. HTF confirms that any such bank has, or will have, acknowledge that:

- (a) 該戶口下結餘之一切款項乃由華泰（香港）期貨以信託人身份持有，而銀行並無權利將該戶口與任何其他戶口合併或就華泰（香港）期貨欠負該銀行之任何債務而對該戶口行使任何抵銷權或提出反索償；及
all money standing to the credit of the account is held by HTF as trustee and the bank is not entitled to combine the account with any other account or to exercise any right of set-off or counterclaim against monies in such account in respect of any liability owed by HTF to such bank; and

- (b) 該戶口之名稱充分地將其從存放屬於華泰（香港）期貨款項之任何戶口分開出來。
the title of the account sufficiently distinguishes it from any account containing monies that belong to HTF.

- 7.3 客戶確認及同意，除了華泰（香港）期貨根據華泰（香港）期貨具有司法管轄權之任何管制當局或其他機構之規則及規例規定而有義務按此辦理的以外，倘若華泰（香港）期貨根據本協議書項下戶口之運作及維持 所需已經向其支付全部或部份客戶款項之銀行、經紀、交易所、結算公司或其他人未能向華泰（香港）期貨 履行該等款項之義務，則華泰（香港）期貨將無責任而且無義務向客戶履行該等義務。

The Client acknowledges and agrees that, except insofar as HTF is obliged to do so under the rules and regulations of any regulatory authority or other body to whose jurisdiction HTF is subject, if a bank, broker, exchange, clearing house or other person to whom HTF has paid all or part of the Client's money in accordance with the operation and maintenance of the Account hereunder, fails to discharge its obligations to HTF in respect of such monies, HTF shall not be liable, and shall not be obliged to render performance, to the Client in respect thereof.

8 貨幣**CURRENCY**

- 8.1 倘合約交收乃以客戶基本貨幣以外之貨幣進行，客戶承認匯率波動有可能產生盈虧，該盈虧須由客戶全面承擔風險。
If the contract settlement is made in a currency other than the client's base currency, the client acknowledges that exchanges rate fluctuations may generate gains and losses, which shall be fully borne by the client.
- 8.2 華泰(香港)期貨有權無須事先向客戶發出通知，兌換華泰(香港)期貨絕對酌情認為必需或有利之貨幣，以便符合華泰(香港)期貨根據本協議書或為戶口執行之任何交易之義務或行使華泰(香港)期貨在本協議書下或其為戶口執行之任何交易的權利。任何此等兌換應由華泰(香港)期貨考慮到可自由兌換貨幣之現行匯率絕對酌情決定之方式及匯率進行。
HTF shall be entitled, without prior notice to the Client, to make any currency conversions HTF in its absolute discretion considers necessary or desirable for the purposes of complying with HTF's obligations or exercising HTF's rights under this Agreement or any transactions for the Account. Any such conversion shall be effected by HTF in such manner and at such rates as HTF may in its absolute discretion determine having regard to the prevailing rates for freely convertible currencies.
- 8.3 倘若客戶為了任何目的必須將其到期應付給華泰(香港)期貨之任何款額兌換為該款額原本到期應付之貨幣以外之貨幣，則客戶應向華泰(香港)期貨支付所需之額外款額，以確保華泰(香港)期貨所收取及重新兌換之款額相等於若無該兌換華泰(香港)期貨應當收取之原本貨幣之全部款額。
If, for any purpose, the Client is required to convert any amount due to HTF into a currency other than that in which it would otherwise have been due, the Client shall pay HTF such additional amounts as are necessary to ensure that, when received and reconverted, HTF will receive the full amount in the original currency as it would have received had no such conversion taken place.
- 8.4 戶口應以港元或華泰(香港)期貨和客戶雙方不時同意的其他貨幣開設。如客戶指示華泰(香港)期貨以港元以外的其他貨幣進行任何交易，因相關貨幣的匯率波動而導致的任何收益或損失將由客戶獨自承擔。如因華泰(香港)期貨履行本協議下的任何行動或步驟而需要進行由一種貨幣轉換為另一種貨幣時，華泰(香港)期貨可按其絕對酌情權決定的方式及時間進行該轉換，並在可行情況下通知客戶。除非客戶特別要求並獲華泰(香港)期貨書面同意，否則就有關其他貨幣交易在戶口入賬或扣除之款項，將為由其他貨幣之有關款額按當時之貨幣市場匯率計算，換算為參考貨幣之數額總和。因有關上述影響其他貨幣之匯率波動而產生之任何盈虧將全部由客戶享有及負責，並承擔有關風險，該等盈虧將(在可能情況下)會在戶口入賬或扣除。客戶授權華泰(香港)期貨從客戶的戶口中支付貨幣轉換過程產生的任何費用。華泰(香港)期貨保留在任何時候拒絕接受客戶關於貨幣轉換的任何指示的權利。
The Account shall be in Hong Kong dollars or such other currencies as HTF may agree from time to time with the Client. In the event that the Client instructs HTF to effect any Transactions in a currency other than Hong Kong dollars, any profit or loss arising as a result of fluctuations in the exchange rate of the relevant currencies will be for the account of the Client solely. Any conversion from one currency into another required to be made for performing any action or step taken by HTF under this Agreement may be effected by HTF in such manner and at such time as it may in its absolute discretion decide and the Client will be informed when practicable. Unless specifically requested by the client and approved by the HTF in writing, the transaction entered or replaced in the account for other currency transactions will be calculated by the relevant amount in other currencies at the prevailing currency market exchange rate and converted into the sum of the amount of the reference currency. Any profit or loss resulting from exchange rate fluctuations affecting such other currency will be entirely for the Client's account and risk. Such profit or loss will accordingly be credited or debited (as the case may be) to the Account. The Client authorises HTF to debit the Client's Account for any expenses incurred in effecting the currency conversion. HTF reserves the right at any time to refuse to accept any Instructions from the Client in relation to currency conversion.

9 由華泰(香港)期貨進行之交易**DEALINGS BY HTF**

- 9.1 華泰(香港)期貨可以任何身份為任何其他人士執行商品、期貨合約及/或期權合約之交易以及代表客戶行事，不論是否屬於同一宗交易或其他交易。
HTF may act in any capacity for any other person to execute transactions in Commodities, Futures Contracts and/or Option Contracts as well as acting for the Client, whether in the same transaction or otherwise.
- 9.2 華泰(香港)期貨可不時為其本身戶口在任何交易所或市場上進行買賣。
HTF may from time to time trade for its own account on any exchange or market.
- 9.3 在法律、法規所容許下，華泰(香港)期貨無須請示客戶即可將戶口之多項交易與華泰(香港)期貨之其他客戶之交易聯合處理。華泰(香港)期貨無須向客戶交付華泰(香港)期貨為其或彼等本身或本第9條所述任何其他人士之戶口所作之任何行為所產生之佣金、傭金、利潤或任何其他利益。
To the extent that the relevant laws and regulations allow, HTF may, without reference to the Client, aggregate transactions in respect of the Account with transactions of other of its clients. HTF shall not be liable to account to the Client for any emoluments, commissions, profits or any other benefits whatsoever resulting from HTF in respect of any act done for its own account or for the account of any other person referred to in this Clause 9.
- 9.4 在法律、法規所容許下，本協議書項下無任何規定要求或使華泰(香港)期貨有任何責任向客戶披露華泰(香港)期貨以任何身份

代表任何其他人行事過程中所知悉之任何事實。

To the extent that the relevant laws and regulations allow, nothing in this Agreement shall require or put HTF under any duty to disclose to the Client any fact which may come to HTF's notice in the course of acting in any capacity for any other person.

10 戶口及保證金處理

DEALINGS WITH ACCOUNT AND MARGIN

10.1 除了第 5 及 16 條規定者以外，客戶同意不對任何商品、期貨合約及 / 或期權合約、戶口中或構成戶口之一部份或任何部份保證金之現金作出抵押、典押、允許存在任何抵押或典押、出售、授予任何選擇權或以任何方法買賣或聲稱出售、授予任何選擇權或買賣任何商品、期貨合約及 / 或期權合約。

Save as provided in Clauses 5 and 16, the Client agrees not to charge, pledge, allow to subsist any charge or pledge over, sell, grant any option over, or otherwise deal in any way with, or purport to sell, grant any option over or deal with any Commodities, Futures Contracts and/or Option Contracts, cash comprising in or forming part of the Account or any part of the Margin.

11 保證、陳述和承諾

WARRANTIES, REPRESENTATIONS AND UNDERTAKING

11.1 客戶保證和陳述：

- (a) 開戶表格內所提供的資料，在各方面均為真實、完整及準確的，華泰（香港）期貨有權依賴全部該等資料，直至華泰（香港）期貨收到客戶及/或其獲授權人發出之關於該等資料之任何改變的書面通知；
- (b) 客戶為其本身進行買賣，而除了客戶之外並無任何其他人士對戶口內所包含或為戶口（包括但不限於保證金）所持有之商品、期貨合約、期權合約、款項或財產擁有任何權益（實益或其他權益）；
- (c) 客戶已經取得簽署本協議書所需之一切同意或授權並且全面有效；
- (d) 客戶擁有權限、權力及法律能力簽訂以及履行其在本協議書項下之義務，而本協議書構成客戶之有效及具有法律約束力之義務；
- (e) 客戶買賣商品、期貨合約及/或期權合約沒有而且將不會違反客戶須遵守或客戶受其約束之任何法律、規則或規例；及
- (f) 客戶依據其注册或成立地之法律正式組成及有效存續。

本第 11.1 款所包含之所有陳述和保證，應視為客戶或任何獲授權人每次給予或發出與戶口或本協議書有關之指示時予以重覆。

The Client warrants and represents that:

- (a) the information provided in the Account Opening Form is true, complete and accurate in all respects and that HTF is entitled to rely on all such information until HTF receives written notice from the Client and/or his/her Authorised Person(s) of any change;
- (b) it is trading on its own account and that no one other than the Client has any interest (beneficial or otherwise) in the Commodities, Futures Contracts, Option Contracts, monies or property comprised in or held for the Account (including, without limitation, the Margin);
- (c) all necessary consents or authorisations which may be required for the execution by the Client of this Agreement have been obtained and are in full force and effect;
- (d) the Client has the authority, power and legal capacity to enter into and perform its obligations under this Agreement and this Agreement constitutes the valid and legally binding obligations of the Client;
- (e) the trading in Commodities, Futures Contracts and/or Option Contracts by the Client does not and will not violate any law, rule or regulation to which the Client is subject or bound; and
- (f) the Client was formed according to the laws of the place of its incorporation or establishment and remains existence.

All representations and warranties contained in this Clause 11.1 shall be deemed to be repeated each time that the Client or any Authorised Persons gives or issues instructions to HTF in relation to the Account or in connection with this Agreement.

11.2 華泰（香港）期貨與客戶同意於華泰（香港）期貨資料聲明（視情況而定）、開戶表格及本協議書所提供資料產生任何實質性更改時立即通知對方。（資料包括客戶的全名和地址、持牌人或註冊人的業務的全名及地址，包括持牌人或註冊人在證監會的持牌或註冊身分及 CE 編號、向客戶提供或客戶可使用的服務、客戶須向持牌人或註冊人支付的任何酬勞及計算保證金的詳細規定、利息費用、追繳保證金的規定及在什麼情況下持牌人或註冊人可無需該客戶同意而將客戶的持倉出售或平倉客戶）。客戶茲授權華泰（香港）期貨不時對其進行信用查詢或檢查以確定其財務狀況、投資經驗及投資目標。

HTF and the Client agree to notify each other forthwith of any material changes in the information supplied in the HTF Information Statement (as appropriate), the Account Opening Form and in this Agreement. (Including the full name and address of client, business name and address of license holder, the registration status and CE number of license holder, the service available to client, any amendment on remuneration pay to license holder and detail of calculation, interest charge, rule of calling margin or force closure). The Client hereby authorises HTF to conduct from time to time a credit enquiry or check on it to ascertain its financial situation, investment experience and its investment objectives.

- 11.3 客戶被要求時應立即向華泰（香港）期貨提供華泰（香港）期貨可能不時要求之與客戶或其業務有關之該等財務及其他資料。
The Client shall forthwith on demand provide HTF with such financial and other information relating to the Client or its business as HTF may from time to time require.
- 11.4 客戶明白華泰（香港）期貨並沒有就客戶根據本協議書或其他協議書簽訂任何商品交易、期貨合約及/或期權合約而作出有關其價值、優點或適合性之任何陳述或保證。客戶進一步確認並同意，其將保留對戶口作出之一切買賣決定負全部責任，而華泰（香港）期貨僅負責依據客戶之指示執行、結算及進行交易而並非擔任客戶之投資顧問；對於任何中介商、經紀或任何第三方與之任何戶口進行之交易有關的行為、行動、陳述或聲明，概無任何責任或義務。
The Client understands that no representations or warranties have been given or implied by HTF as to the value, merits or suitability for the Client to enter into any Commodities transactions, Futures Contracts and/or Option Contracts pursuant to this Agreement or otherwise. The Client further acknowledges and agrees that it shall retain full responsibility for all trading decisions in relation to the Account and HTF is responsible only for the execution, clearing and carrying out of transactions for the Account in accordance with the Client's instructions and does not act as its investment adviser; that HTF has no responsibilities or obligations regarding any conduct, actions, representations or statements of any introducing firm, broker or any third party in connection with transactions carried out for the Account.
- 11.5 客戶應於簽署本客戶協議書之前或簽署當日，向華泰（香港）期貨提供其董事會授權簽署本客戶協議書及其附件及開戶表格之決議案之正本或經證實副本一份。
The client shall provide HTF with the original copy or a certified copy of the resolution of its board of directors authorising the execution of this Client Agreement and its attachments and the Account Opening Form before signing this Client Agreement or on the day of signing this Client Agreement.

12 抵銷及戶口的聯合

SET-OFF AND COMBINATION OF ACCOUNTS

- 12.1 儘管本協議書或客戶與華泰（香港）期貨簽訂之受任何適用法例、規則及/或任何規例約束之任何協議書內有任何規定，客戶茲不可撤銷地指示並授權華泰（香港）期貨以戶口或其向華泰（香港）期貨開立之任何其他戶口內所包含或為戶口及該其他戶口所持有之任何商品、期貨合約、期權合約、應收款項或款額進行抵押、預扣、應用及/或撥調（視情況而定），以便全部或部分支付客戶欠負華泰（香港）期貨之任何款額或債務（包括但不限於支付追加保證金之任何債務或款額）。
Notwithstanding anything contained in this Agreement or in any other agreement between the Client and HTF but subject to any applicable laws, rules and/or regulations, the Client hereby irrevocably directs and authorizes HTF to set-off, withhold, apply and/or transfer (as the case may be) any Commodities, Futures Contracts, Option Contracts, receivable or monies held in or for the Account or any other accounts with HTF in whole or partial payment of any sum or liability (including, without limitation, any liability or sum required to meet demands for Margin) owed by the Client to HTF.
- 12.2 在不影響第 12.1 款的一般性規定的前提下，倘若客戶在華泰（香港）期貨有一個以上的戶口，客戶茲不可撤銷地同意，華泰（香港）期貨可于任何時候並無須通知客戶，將全部或任何該等戶口聯合、統一或合併以及對任何一個或多個該等戶口進行華泰（香港）期貨絕對酌情認為必需之款項的抵銷或調撥。
Without prejudice to the generality of Clause 12.1, if the Client has more than one account with HTF, the Client hereby irrevocably agrees that HTF may at any time and without notice to the Client, combine, consolidate or merge all or any of such accounts and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts as HTF, in its absolute discretion, deems necessary.
- 12.3 倘若本第 12 條所述任何抵銷或戶口聯合須將某一種貨幣兌換為另一種貨幣，則該兌換應按於該聯合或抵銷時正常業務過程中所使用之匯率計算（由華泰（香港）期貨決定並在一切方面對客戶具有約束力）。
Where any set-off or combination of Account referred to in this Clause 12 requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as determined by HTF and binding in all respects upon the Client) utilised by HTF in HTF's normal course of business for such currencies at the time of the combination or set-off.
- 12.4 本協議書所賦予之抵銷權是附加的而且並不影響由于法例而產生之任何一般抵銷權或者本協議書授予華泰（香港）期貨之任何其他權利或華泰（香港）期貨現時或今後所持有之任何留置權或其他保障。
The rights of set-off hereby conferred are in addition and without prejudice to any general right of set-off arising by law or any other rights granted to HTF under this Agreement or any lien or other security now or hereafter held by HTF.

13 披露

DISCLOSURE

- 13.1 華泰(香港)期貨應要求(不論該要求是否可以執行)可以向任何政府、管制或其他實體、當局或機構披露關於戶口或客戶的資料, 華泰(香港)期貨無需就此披露而在任何方面向客戶承擔責任。

HTF may disclose information in relation to the Account or the Client to any governmental, regulatory or other bodies, authorities or institutions upon request, whether or not such request is enforceable, and HTF will not be liable in any way to the Client for so doing.

14 常設授權

CLIENT MONEY STANDING AUTHORITY

- 14.1 客戶授權華泰(香港)期貨由本協議日期起至本協議日期後之首個 12 月 31 日為止自任何戶口轉撥資金並支付予任何以客戶名義於華泰(香港)期貨開立的戶口(反之亦然)作買賣及/或結算用途及/或履行客戶於本協議項下的任何義務或責任, 而毋須通知客戶。
The client authorizes the company to transfer funds from any account and pay to any account opened with the company in the name of the client (and vice versa) from the date of this agreement to the first December 31st after the date of this agreement for trading and/or for settlement purposes and/or to perform any obligations or responsibilities of the Client under this Agreement without notice to the Client.

- 14.2 除非另外說明, 否則本授權之詞語與語句與《證券及期貨條例》及《證券及期貨(客戶款項)規則》不時修訂之定義具有相同意思。
Unless otherwise stipulated, all terminologies used in this Client Money Standing Authority ("Standing Authority") shall have the same interpretation as that of Securities and Futures (Client Money) Rules.

- 14.3 本人/吾等授權華泰(香港)期貨按下列方式自行處理本人/吾等於華泰(香港)期貨之期貨賬戶內來自或代表本人/吾等任何數額之款項而無須事先給予本人/吾等任何事先通知或事先取得本人/吾等的指示及或確認:

I/we hereby authorize HTF to deal with monies in my/our futures trading account with HTF that receives from or on behalf of me/us without prior notice nor it is necessary to obtain prior instruction or confirmation from me/us, in any of the following manners:

- (i) 組合或合併(個別地或與其他賬戶聯合進行)華泰(香港)期貨及/或其任何聯繫人士(下稱“華泰集團”)所維持的任何或全部獨立賬戶。華泰(香港)期貨可將該等獨立賬戶內任何數額之款項作出轉移, 以用作抵償本人/吾等所欠華泰集團任何成員公司的債務或負債, 而不論該等債務或負債確定與否、是主要或附屬、有抵押或無抵押、共同或個別承擔;
combine or merge (individually or jointly with other accounts) any or all of the separate accounts maintained by HTF and/or any of its associates (hereinafter referred to as "Huatai Group"), HTF may to transfer any amount of money from the segregated account to settle any debt or liability owed by me/us to any member of the Huatai Group, whether or not such debt or liability is conclusive, primary or secondary, secured or unsecured, joint or individual commitment.
- (ii) 將本人/吾等的款項進行任何貨幣兌換以符合本人/吾等在香港境內或境外進行任何香港/環球期貨交易/清算/交收後的需求, 此等貨幣兌換之匯率是按華泰(香港)期貨以市場匯率所制定, 及按華泰(香港)期貨的慣例進行;
any currency conversion of my/our monies to meet my/our needs after conducting any Hong Kong/global futures trading/clearing/settlement within or outside Hong Kong, the exchange rate of such currency conversion is based on whatever HTF formulated at market exchange rates, and in accordance with the practice of HTF;
- (iii) 將本人/吾等全部或部分的款項轉往華泰(香港)期貨在香港境內或境外的代理經紀及/或清算代理及/或交易所處開立的任何商品、期貨合約及/或期權合約之交易/清算/結算賬戶, (不論該代理經紀及/或清算代理是否華泰集團之任何有聯繫實體), 以作本人/吾等交易/清算/結算任何商品、期貨或期權的需求; 及
transfer all or any portion of my/our monies to any Commodities transactions, Futures Contracts and/or Option Contracts trading/clearing/settlement account(s) maintained by HTF with any of its agent broker(s) and/or clearing agent(s) and/or exchange(s), no matter whether they are a linked corporation of Huatai Group or not, either in Hong Kong or elsewhere, for the purpose of dealing/clearing/settlement of Commodity, Futures or Option Contracts; and
- (iv) 將任何14.3(iii)內提及數額之款項於華泰(香港)期貨在任何華泰(香港)期貨在香港境內或境外的代理經紀及/或清算代理及/或交易所處開立的任何商品、期貨合約及/或期權合約之交易/清算/結算之獨立賬戶之間來回調動。
transfer any client money between any of the segregated accounts mentioned under 14.3 (iii).

華泰(香港)期貨可以不向本人/吾等發出通知而採取上述行動。此賦予華泰(香港)期貨之授權乃鑑於華泰(香港)期貨同意繼續維持本人/吾等之戶口。

HTF may take the above actions without notice to me/us. This authorization given to HTF is in view of HTF agreeing to continue to maintain my/our Account.

- 14.4 續期。除非本人/吾等或華泰(香港)期貨書面通知撤銷本授權, 否則本授權之有效期為十二(12)個月, 自本授權之日起計有效。本人/吾等可以通過向華泰(香港)期貨客戶服務部門發出書面通知, 撤回本授權書。該等通知之生效日期為本人/吾等真正收到該等通知後兩週起計。

Renewal. This Standing Authority is valid for 12 months unless otherwise revoked either by me/us or HTF by written notice. I/We may withdraw this authorization by giving written notice to Client Service Department of HTF. The effective date of such notice is two weeks after

I/we actually receive such notice.

- (i) 本授權可在從沒有在生效期內撤銷的情況下延續一次或多次分別不多於 12 個月之生效期。
This Standing Authority which is not revoked prior to its expiry may be renewed for one or more further periods not exceeding 12 months.
- (ii) 要華泰(香港)期貨在本授權到期之前的至少 14 天內向本人/吾等發出延續授權的書面通知, 在本人/吾等沒有反對延續授權下, 本授權將在毋須本人/吾等同意的情况下, 以相同的條款及條件延續或被視作延續, 每一延續有效期為在到期後的不多於 12 個月。
Shall be renewed or deemed to have been renewed if at least 14 days prior to the expiry, HTF gives me/us a written notice, informing me/us that unless I/we object, this Standing Authority will be renewed for a period not exceeding 12 months upon expiry upon the same terms and conditions.

- 14.5 風險說明確認。本人/吾等確認持牌人或注册人在香港以外地方收取或持有的本人/吾等資產(包括款項), 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 571 章《證券及期貨條例》及根據該條例制訂的規則可能有所不同。因此, 有關本人/吾等資產將可能不會享有賦予在香港收取或持有的資產的相同保障。

Risk Disclosure Acknowledgement. I/We acknowledge that client assets (including moneys) received or held by HTF outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the SFO (Cap 571) and the rules made hereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

本人/吾等確認華泰(香港)期貨已向其解釋本常設授權書, 本人/吾等完全明白本常設授權書的內容, 並已經或有機會就其內容及效力尋求法律顧問的意見。

I/We confirm that HTF has explained this Client Money Standing Authority to me/us, and I/We fully understand the content of this Client Money Standing Authority, and have or have had the opportunity to seek legal advice on its content and validity.

本人/吾等謹此同意如華泰(香港)期貨及海外經紀人及/或結算公司, 因執行本常設授權書而可能蒙受任何損失, 本人/吾等會就有關損失作出彌償。

I/We hereby agree that if HTF and overseas brokers and/or clearing companies may suffer any losses due to the execution of this Client Money Standing Authority, I/we will indemnify such losses.

本人/吾等謹此同意以上所有授權條文及條款。

I/We hereby agree to all the terms and conditions of the above authorization.

15 責任及補償

LIABILITY AND INDEMNITY

- 15.1 華泰(香港)期貨或其董事、僱員或代理人均無須對客戶就戶口之任何行為或遺漏而引起或與之有關而遭受之任何損失而向客戶承擔責任, 但若該損失乃由於華泰(香港)期貨或其任何董事、僱員或代理人之欺詐行為或蓄意違約而造成則除外。

Neither HTF nor its directors, employees or agents shall be liable to the Client for any loss suffered by it arising out of or in connection with any act or omission in relation to the Account unless such loss results from the fraud or wilful default of HTF or any of its directors, employees or agents.

- 15.2 客戶同意補償並使華泰(香港)期貨及其任何及全體董事、僱員和代理人得到全面補償, 免于蒙受其就戶口履行其職務或決定權而引起或與之有關的或由於客戶違反其對華泰(香港)期貨之義務或違反本協議書條款而引起或有關的一切費用、索賠、債務及開支。
The Client agrees to indemnify and keep HTF and any and all of its directors, employees and agents fully indemnified against all costs, claims liabilities and expenses arising out of or in connection with the performance of HTF's duties or discretions in relation to the Account or arising out of or in connection with any breach by the Client of its obligations to HTF or of the terms of this Agreement.

16 抵押

CHARGE

- 16.1 作為客戶應要求即時支付及清還客戶在本協議書項下現時或於今後任何時候可能到期、拖欠或產生自客戶/出而應付給華泰(香港)期貨之一切款項及債務以及客戶履行其在本協議書項下之一切義務的一項持續性擔保, 客戶茲以實益擁有人身份, 將戶口中所持有或存倉或客戶就戶口將會取得之任何及一切商品、期貨合約、期權合約、款項及其他財產(為了避免疑問, 包括華泰(香港)期貨以保證金形式持有之任何款額)抵押給華泰(香港)期貨。

As a continuing security for the payment and satisfaction on demand of all monies and liabilities and the performance of all obligations hereunder which are now or at any time hereafter may be due, owing or incurred from or by the Client to HTF, the Client as beneficial owner hereby charges to HTF any and all Commodities, Futures Contracts, Options Contracts, monies and other property held or carried in the Account or to be acquired by the Client in relation to the Account which, for the avoidance of doubt, shall include any amount held by HTF by way of Margin.

- 16.2 第 16.1 款所設置之抵押是附加予並且不損害華泰(香港)期貨於任何時候從客戶或因為客戶而持有之任何抵押品或其他擔保物(包括但不限於保證金),並應是一項持續性之擔保。在不損害前述規定的前提下,該抵押于本協議書終止後將仍然存在並繼續全面有效,直至客戶全面清償其對華泰(香港)期貨之全部債務為止。

The charge created in Clause 16.1 is in addition and without prejudice to any collateral or other security (including, without limitation, Margin) which HTF may at any time hold from or on account of the Client and shall be a continuing security. Without prejudice to the foregoing, such charge shall subsist and continue to have full force and effect after the termination of this Agreement until the Client has fully discharged all its obligations to HTF.

- 16.3 本協議書內任何規定不得限制華泰(香港)期貨在本協議書項下可能有權享有之任何一般留置權或任何性質的其他權利或留置權。Nothing in this Agreement shall restrict the operation of any general lien or other rights or lien whatsoever which HTF may be entitled to under this Agreement.

17 處置權

RIGHT OF DISPOSAL

- 17.1 倘若發生或產生以下任何事件:

If any of the following events of defaults shall happen or occur:

- (i) 客戶被要求追加保證金時未能提供該保證金,或客戶被要求時未能交收為戶口執行之任何交易之任何商品,或支付為戶口執行之任何交易之到期應付之購買價或其他款項,或履行或遵守其在本協議書項下之任何義務;
the Client's failure to provide Margin when called upon to do so, or to make or take delivery of any Commodity when required under any transaction for the Account, or to pay any purchase price or other payment when due under any transaction for the Account, or to perform or observe any of its obligations under this Agreement;
- (ii) 客戶被申請宣告破產或清盤,或客戶被他人提出一項請求,或客戶之全部或任何部份財產或業務被委任一名接管人、管理人、清盤人、信托人或類似官員加以處理,或者客戶與其債權人達成一般的任何調解或了結債務的妥協安排或者戶口被施加任何查封令狀;
the filing of a petition in bankruptcy or winding up of the Client or a petition is presented against the Client or a receiver administrator, liquidator, trustee or analogous officer is appointed over all or any part of the Client's property or business or the Client makes any arrangement or composition with its creditors generally or the levying of attachment against the Account;
- (iii) 客戶在本協議書或客戶遞交給華泰(香港)期貨之任何其他文件中所作出的任何陳述或保證在任何實質性方面是不正確或成為不正確的;
any representation or warranty made by the Client in this Agreement or in any other document delivered by the Client to HTF being or becoming incorrect in any material respect;
- (iv) 客戶違反任何適用法例、規則或規例,包括但不限於華泰(香港)期貨、其經紀或代理人代表客戶或為戶口進行買賣之任何交易所或結算公司之任何適用法例、規則或規例;
the Client being in breach of any applicable law, rule or regulation including, without limitation, of any exchange or clearing house on which HTF, its brokers or agents conduct dealings on the Client's behalf or for the Account;
- (v) 客戶簽訂本協議書所需之任何同意、授權或決議被全部或部份撤銷、中止、終止、或不再全面有效;及
any consent, authorisation or resolution required by the Client to enter into this Agreement being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect; and
- (vi) 發生了任何事件,而該事件按華泰(香港)期貨單獨判斷將危害華泰(香港)期貨對戶口結餘款額之權利或華泰(香港)期貨在本協議書項下之任何其他權利,或者可能會對華泰(香港)期貨正當履行其在本協議書項下之義務產生不利影響,
and the occurrence of any event which, in the sole opinion of HTF, might put in jeopardy HTF's rights with respect to the credit balance on the Account or any other rights of HTF under this Agreement or which may adversely affect the due performance of HTF's obligations under this Agreement,

則在不損害華泰(香港)期貨可能享有之任何其他權利或補償的情況下,華泰(香港)期貨有權並在此獲授權(但並無義務)採取以下任何一項或多項行動:

then, without prejudice to any other rights or remedies which HTF may have, HTF shall be entitled and is hereby authorised (but is not obliged) to take any one or more of the following actions:

- (a) 由華泰(香港)期貨絕對酌情決定賣出、買入其為客戶或戶口持有或存倉之任何或全部商品、期貨合約、期權合約及/或其他財產(包括以上第 16.1 款所述之任何或全部被抵押商品、期貨合約、期權合約及/或其他財產)或將其平倉(無追索權);
sell, buy or close out (without recourse) any or all Commodities, Futures Contracts, Options Contracts and/or other property held or carried for the Client or the Account (including any or all those subject to the charge referred to in Clause 16.1 above) as HTF in its absolute discretion determines;

- (b) 取消其根據客戶指示作出之任何或全部未平倉或未完成之買賣指示或合約或任何其他承諾;
cancel any or all open or outstanding orders or contracts or any other commitments made pursuant to instructions from the Client;
 - (c) 借入或買入華泰(香港)期貨認為有需要或必要之任何性質之財產, 以便對其根據客戶指示所執行之任何沽售(包括沽空)進行交收;
borrow or buy any property whatsoever found necessary by HTF or required to make delivery against any sale (including a short sale) effected pursuant to instructions from the Client;
 - (d) 就華泰(香港)期貨因其根據客戶指示而持有之任何期權合約而產生之任何(認沽或認購)期權行權;
exercise any options (put or call) arising from any Option Contracts held by HTF pursuant to instructions from the Client;
 - (e) 要求變現客戶在本協議書項下所提供之以華泰(香港)期貨為受益人的擔保物;
call upon any security which may have been issued in favour of HTF as security for obligations of the Client hereunder;
 - (f) 行使本協議書或其他協議書賦予之抵銷及調動資金權利; 及
exercise its right of set-off and transfer of funds conferred by this Agreement or otherwise; and
 - (g) 立即終止本協議書。
immediately terminate this Agreement.
- 17.2 發生任何違約事件後時, (i) 客戶欠負華泰(香港)期貨之一切款額將立即成為應付, 而不時欠負未還之款額之利息將按以上第5.7款規定之利率累積計算; 及(ii) 華泰(香港)期貨進一步履行其在本協議書項下對客戶之任何未履行義務(不論支付金錢或其他方面)之條件是客戶已經清償其在本協議書項下對華泰(香港)期貨之一切義務。
Immediately upon the occurrence of any Event of Default: (i) all amounts owing by the Client to HTF shall become immediately payable, and interest will accrue at the rate provided in Clause 5.7 above on the amount outstanding from time to time; and (ii) the further performance by HTF of any of its outstanding obligations to the Client under this Agreement (whether for the payment of money or otherwise) shall be conditional upon the Client having discharged all its obligations to HTF under this Agreement.
- 17.3 倘若華泰(香港)期貨行使其在第17.1款下之任何權利, 它可應用任何出售的收入首先支付與之有關的一切費用和開支; 其次用以結算客戶可能欠負華泰(香港)期貨之任何債務; 第三, 將結存餘額(如有)退還給客戶。如果該等收入不足以抵償該等債務, 則客戶一被提出要求(儘管付款日期或原先規定之其他結算日期在當時可能還未到期), 即應支付及賠償華泰(香港)期貨因此而引起的或戶口中的任何差額或虧欠, 連同其利息及華泰(香港)期貨所引致之與之有關的一切專業費用與開支(包括律師費和其他專業顧問費), 使其免受損害。
If HTF exercises any of its rights under Clause 17. 1, it may apply the proceeds of any sale first in payment of all its costs and expenses incurred in connection therewith, secondly in settlement of any liabilities which the Client may have to HTF and thirdly, the balance (if any) shall be returned to the Client. If such proceeds are insufficient to meet such liabilities, the Client shall on demand (notwithstanding that the payment date or other date originally stipulated for settlement may not then have arrived) pay and indemnify and hold HTF harmless against any differences or deficiencies arising therefrom or in the Account together with interest thereon and all professional costs and expenses (including legal and other professional advisers' fees) incurred by HTF in connection therewith.

18 進一步的保證與授權

FURTHER ASSURANCES AND POWER OF ATTORNEY

- 18.1 客戶同意作出華泰(香港)期貨就履行、執行及強制執行本協議書之任何條款或完善或改善以華泰(香港)期貨為受益人所設立之任何擔保而不時視為必需之一切事宜以簽署所有該等文件, 包括但不限於由客戶簽署一份不可撤銷授權書, 委任華泰(香港)期貨為其法定代理人(擁有全權委任代替人以及再授權), 代表客戶做出華泰(香港)期貨絕對酌情認為所需或適當的一切該等行動及事情以及簽署所有該等文件。
The Client agrees to do all such things and execute all such documents which HTF shall from time to time consider necessary in connection with the implementation, execution and enforcement of any of the terms of this Agreement or to perfect or improve any security created in favour of HTF hereunder including, without limitation, the execution by the Client of an irrevocable power of attorney appointing HTF to be its lawful attorney (with full power to appoint substitutes and to sub-delegate) to do all such acts and things and execute all such documents on the Client's behalf as HTF shall in its absolute discretion consider necessary or appropriate.

19 終止

TERMINATION

- 19.1 華泰(香港)期貨保留在任何時候毋須通知客戶及毋須理由而終止本協議或暫停或終止本公司向客戶提供的所有或任何服務之權利。HTF reserves the right to terminate this agreement or suspend or terminate all or any services provided by HTF to the Client at any time without notice and without reason.
- 19.2 任何一方可於任何時候向另一方發出通知終止本協議書, 條件是該終止不得影響: (i) 華泰(香港)期貨於該終止之前所採取之對客

戶具有約束力之任何行為的有效性，(ii)客戶按照本協議書規定給予之任何保證、陳述、承諾及賠償保證，所有這些保證、陳述、承諾及賠償保證於該終止後仍應有效，及(iii)任何未完成之指令或交易或可能已產生之任何法定權利或義務或意圖於終止之後仍然有效的任何規定，包括但不限于第 5、6、8、11、13、15、16 及第 26 條款。

Either party may terminate this Agreement at any time by notice to the other party provided that such termination shall not affect (i) the validity of any act performed by HTF prior to such termination which shall be binding on the Client, (ii) any warranties, representations, undertakings and indemnities given by the Client pursuant to this Agreement, all of which shall survive such termination, and (iii) any outstanding order or transaction or any legal rights or obligations which may already have arisen or any provision intended to survive termination, including, without limitation, Clause 5, 6, 8, 11, 13, 15, 16 and 26.

20 並非棄權

NO WAIVER

20.1 華泰（香港）期貨在本協議書條款規定下的權利、補償、權力、特權是累積的而且與法例規定之任何權利或補償並不排斥。華泰（香港）期貨在本協議書下給予的任何時間、寬容或債務償還期限不應構成其放棄本協議書下之任何權利，而任何單一或部份行使使華泰（香港）期貨在本協議書項下的權利亦不得妨礙任何其它或其進一步行使該等權利。

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

21 可分割性

SEVERANCE

21.1 本協議書之各條款均為可分割的。如果任何條款被任何有管轄權之法院判定為無效、非法或不可執行，則該無效、非法或不可執行之條款不應影響本協議書之其餘條款。

The provisions of this Agreement are severable. And if any provision is held to be invalid, illegal or unenforceable by any court of competent jurisdiction then such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement.

22 完整的協議

ENTIRE AGREEMENT

22.1 本協議書列載雙方之間就開立、運作及維持戶口所達成之全部協議和諒解。本協議書之任何改變，須以書面形式呈現並由華泰（香港）期貨或華泰（香港）期貨之代表簽署方能生效。本協議書可以譯成任何其他語言，但若出現任何衝突時應以中文文本為準。

This Agreement shall set out the entire agreement and understanding between the parties in connection with the opening, operation and maintenance of the Account. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of HTF. This Agreement may be translated into any other language but, in the event of any conflict, the Chinese language version shall prevail.

23 通知

NOTICES

23.1 本協議書項下發出之任何通知應以中文或英文書寫，並以郵資付訖郵件或電郵發送或由專人遞送至另一方不時通知之地址。

Any notice required to be given under this Agreement shall be in writing in the both Chinese and English language and shall be sent by pre-paid first class post or facsimile or by delivering it by hand to the address as notified to the other party from time to time.

23.2 華泰（香港）期貨透過郵件送達之任何通知，如送達香港境內，於發送四十八（48）小時後視為送達；如送達香港境外，於發送三（3）天後視為送達。由華泰（香港）期貨以電郵發送之任何通知，於發送時視為送達。由華泰（香港）期貨委派專人遞交之任何通知，於遞交時視為送達。在證明通知是否已送達時，下列情況即為足夠的證明：如以信函通知，該信函妥當貼足郵資、寫清地址並投入郵筒（或，如由專人遞交，則由專人親自遞交時）時；如以電郵通知，其正式發送至收信人之現有電郵地址時。

Any notice sent by post by HTF shall be deemed to have been served, in the case of service in Hong Kong, forty-eight (48) hours after despatch and, in the case of service outside Hong Kong, three (3) days after despatch. Any notices sent by facsimile by HTF shall be deemed to have been served at the time of despatch. Any notice sent by hand by HTF shall be deemed to have been served at the time of delivery. In proving service, it will be sufficient to prove, in the case of a letter, that it was properly stamped, addressed and placed in the post (or, if delivered by hand, that it was so delivered) and, in the case of a facsimile, that it was duly despatched to a current facsimile number of the addressee.

23.3 由客戶發出之任何通知於華泰（香港）期貨實際收到時視為已經送達。

Any notice sent by the Client shall be deemed served upon actual receipt by HTF.

24 讓與及繼承

ASSIGNMENT AND SUCCESSION

24.1 客戶無權讓與、轉讓或以其他方法處置其在本協議書項下之任何權利或義務。

The Client shall not be entitled to assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement.

- 24.2 經客戶事前同意，華泰（香港）期貨有權向其認為適當之任何人或任何公司讓與、轉讓或以其他方式處置其在任何公司之全部或任何權益。

HTF shall have the right to assign, transfer or otherwise dispose of all or any interest in its rights to any company or to any person as it thinks fit with the prior consent of the Client.

- 24.3 本協議書之一切條款於華泰（香港）期貨之業務發生任何改變或繼承後仍然有效，而且，倘若客戶為一公司，應對其繼承人具有約束力；倘若客戶為一家合夥商號，應對各合夥人及彼等之個人代表具有約束力，而倘若客戶為一名個人，則對其個人代表具有約束力。

All the provisions of this Agreement shall survive any changes or successions in HTF's business and shall be binding, where the Client is a corporation, upon its successors, where the Client is a partnership upon the partners and their personal representatives and where the Client is an individual, upon his personal representatives.

- 24.4 客戶應確保，倘若客戶向任何人士（包括公司）出售或轉讓客戶之任何事業或資產，本協議書對該人士（或公司）具有約束力。

The Client shall ensure that if the Client sells or transfers any business or assets of the Client to any person (including the company), this agreement is binding on that person (or company).

25 第三方違約及不可抗力

DEFAULTS BY THIRD PARTIES AND FORCE MAJEURE

- 25.1 倘若由於華泰（香港）期貨合理控制範圍以外之任何行為、事件或情況導致華泰（香港）期貨未能履行其在本協議書項下之義務或該履行被中斷或延誤、包括但不限于工業糾紛、任何政府或政府組織、機構或當局或超國家組織、機構或當局或任何交易所或在香港或其他地方之任何管制機構之法令或規例、任何電訊或電腦服務故障、失靈或機能失常、第三方違約而未能履行完成交易所需之義務、任何交易所或其他市場停市或限制買賣、法院命令、火災、戰爭、天災、罷工或其他勞工糾紛、暴動或民間騷亂，則華泰（香港）期貨對客戶因此而蒙受或引致之任何損失或損害，概無須承擔任何義務或責任。

In the event of any failure, interruption or delay in the performance of HTF's obligations hereunder as a result of any act, event or circumstance not reasonably within HTF's control, including but not limited to industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or any exchange, or of any regulatory body whether in Hong Kong or elsewhere, breakdown, failure or malfunction of any telecommunications or computer services, defaults by third parties in the performance of obligations necessary to have been performed for the completion of transactions, suspension or restriction of trading on any exchange or other market, orders of court, fire, war, natural disaster, strikes or other labour controversies, riots or civil commotion, HTF shall not be liable or have any responsibility of any kind for any loss or damage thereby suffered or incurred by the Client.

26 管轄法律

GOVERNING LAW

- 26.1 本協議書受香港法例管轄並按香港法律解釋。本協議書每一方茲不可撤銷地服從香港法院之非專屬性管轄權。倘若客戶並非香港居民或者在香港並無營業地址，則客戶同意並在此不可撤銷地委任開戶表格或董事會決議摘要中列名之傳票代理人，于本協議書有效期間在香港代表其接收傳票。

This agreement is governed by and shall be construed in accordance with the laws of Hong Kong. Each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong. If the Client is not a resident or does not have a place of business in Hong Kong, the Client agrees to and hereby irrevocably appoints the process agent set out in the Account Opening Form or Abstract of Board Resolution to accept service of process in Hong Kong on his/her behalf during the continuance of this Agreement.

27 聲明

DECLARATION

- 27.1 假如華泰（香港）期貨向客戶招攬銷售或建議任何金融產品（“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或杠杆式外匯交易合約），該金融產品必須是華泰（香港）期貨經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他華泰（香港）期貨可能要求客戶簽署的文件及可能要求客戶作出的聲明概不會減損本條款的效力。

If HTF solicit the sale of or recommend any financial product (any Security, Futures Contract or Leveraged Foreign Exchange Trading contract defined in Ordinances) 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 this agreement or any other document HTF may ask the Client to sign and no statement HTF may ask the Client to make derogates from this clause.

- 27.2 客戶確認華泰（香港）期貨可向介紹人（即向華泰（香港）期貨轉介或介紹客戶的任何人）支付轉介費或介紹費，而該介紹人不是華泰（香港）期貨的代理人。

The Client confirm HTF is entitled to pay referral fee to the introducer (those who introduce client to HTF) and such introducer is not any agent of HTF.

28 就香港期貨交易所之相關規定

RULES REGARDING THE HONG KONG FUTURES EXCHANGE LIMITED (“HKFE”)

- 28.1 每份香港期貨期交所合約均需繳交投資者賠償基金徵費及根據《證券及期貨條例》所收取的徵費，及上述兩項費用須由客戶承擔。
Every HKFE Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the SFO, the cost of both of which shall be borne by the client.
- 28.2 如客戶因華泰(香港)期貨違責而蒙受金錢損失，投資者賠償基金所承擔的法律責任只限於《證券及期貨條例》及有關附屬法例內所規定的有效索償，並須受制於《證券及期貨(投資者賠償 – 賠償限額)規則》內所訂明的金額上限，因此不能保證客戶在因該等違責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。
If the client suffers pecuniary loss by reason of HTF's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation – Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all.
- 28.3 與在交易所買賣的期貨及期權合約相關的交易，需受到有關市場及交易所的規則所規限。華泰(香港)期貨必須在期交所或證監會或境外監管機構提出要求時，披露客戶的姓名或名稱、實益身分及期交所或證監會或境外監管機構可能要求的其他有關該客戶的資料，而該客戶亦同意提供華泰(香港)期貨可能需要的有關該客戶的資料，以便華泰(香港)期貨能夠符合本規定的要求。
Transactions related to exchange traded futures and options contracts shall be subject to the rules of the relevant markets and exchanges. HTF must disclose the Client's name, beneficial identity and other relevant information about the Client when required by HKFE or SFC or an overseas regulatory agency, and the Client agrees to provide information about the Client that HTF may need to enable to comply with the requirements of this regulation.
- 28.4 客戶可能會就在不同市場及交易所進行交易而獲得不同程度及類別的保障。
The Client may have varying level and type of protection in relation to transactions on different markets and exchanges.
- 28.5 華泰(香港)期貨可在不抵觸《證券及期貨條例》及任何適用法律規定的情況下，不論是為華泰(香港)期貨本身或為其聯屬公司或其他客戶的賬戶，就任何在交易所買賣的期貨及期權合約，採取與客戶的交易指示相反的交易指示，但該買賣必須是以公平競爭的方式，根據期交所的規則在期交所或透過期交所的設施而執行的，或是透過任何其他商品、期貨或期權交易所的設施並根據該等其他交易所的規則及規例而執行的。
HTF may, subject to the provisions of the SFO and any applicable law, take the opposite position to the Client's order in relation to any exchange traded futures and options contracts, whether on HTF's own account or for the account of its associated company or other clients of HTF, provided that such trade is executed competitively on or through the facilities of HKFE in accordance with its rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange.
- 28.6 客戶確認結算所可在華泰(香港)期貨作為期交所的交易所參與者的權利遭暫停或撤銷時，採取一切必要行動，以便將該華泰(香港)期貨代表客戶持有的任何未平倉合約，及該客戶在華泰(香港)期貨處開立的戶口內的任何款項及證券，轉調到另一個期交所的交易所參與者。
The Client acknowledges that the Clearing House may do all things necessary to transfer any open positions held by HTF on the Client's behalf and any money and security standing to the credit of the Client's Account with HTF to another exchange participant of HKFE in the event the rights of HTF as an exchange participant of HKFE are suspended or revoked.
- 28.7 華泰(香港)期貨為客戶的戶口而從客戶或任何其他人士(包括結算所)所收取的全部款項、證券及其他財物，均須由華泰(香港)期貨以受託人身分持有，並與華泰(香港)期貨本身的資產分開。由華泰(香港)期貨以上述方式持有的所有資產不得在華泰(香港)期貨無力償債或清盤時，構成華泰(香港)期貨的資產的一部分，並須在就華泰(香港)期貨所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁有類似職能的高級人員後，立即歸還予該客戶。
All monies, securities and other property received by HTF from the Client or from any other person (including a clearing house) for the Account of the Client shall be held by HTF as trustee and segregated from HTF's own assets. These assets so held by HTF shall not form part of the assets of HTF 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 HTF's business or assets.
- 28.8 華泰(香港)期貨從客戶或任何其他人士(包括結算所)收取的任何款項、核准債務證券或核准證券，均須根據操守準則附表 4 第 7 至 12 段所指明的方式持有，及客戶授權華泰(香港)期貨可按照操守準則附表 4 第 14 及 15 段所訂明的方式，運用任何該等款項、核准債務證券或核准證券。華泰(香港)期貨尤其可運用該等款項、核准債務證券或核准證券以履行其對任何人士的責任，但該等責任必須是在與其代表客戶進行期貨期權買賣有關的情況下或附帶於有關買賣而產生的。
Any monies, approved debt securities or approved securities received by HTF from the Client or from any other person (including the Clearing House) are held in the manner specified under paragraphs 7 to 12 of this Schedule and the Client authorises HTF to apply any such monies, approved debt securities or approved securities in the manner specified under paragraphs 14 to 15. In particular, HTF may apply such monies, approved debt securities or approved securities in or towards meeting HTF's obligations to any party insofar as such obligations arise in connection with or incidental to the futures and options transacted on that Client's behalf.

- 28.9 客戶確認就華泰(香港)期貨在結算所開立的任何賬戶而言，不論該賬戶是全部或部分因代表該客戶進行期貨期權買賣而開立的，以及不論該客戶所支付或存放的款項、核准債務證券或核准證券是否已支付予或存放於結算所，該賬戶屬華泰(香港)期貨與結算所之間的賬戶，華泰(香港)期貨以主事人身分操作該賬戶，因此該賬戶並不存在以客戶為受益人的信託或其他衡平法權益，而支付予或存放於結算所的款項、核准債務證券及核准證券亦不受操守準則本附表4第2(h)段所述提的信託所制約。

The Client confirms that with respect to any account opened by HTF with the Clearing House, whether the account is opened in whole or in part for the trading of futures options on behalf of the Client, and whether the account paid or deposited by the Client, approved debt securities or approved securities have been paid to or deposited with the clearing house. The account is an account between HTF and the clearing house, and HTF operates the account as a principal. There is no trust or other equitable interest in the account in favour of the Client, and payments made to or deposited with the Clearing House, approved debt securities and approved securities are not subject to paragraph 2(h) of this Schedule 4 of the Code of Conduct is subject to a trust referred to in paragraph.

- 28.10 必須履行催繳保證金通知及有關繳付變價調整要求的期限。如果連續兩次未能在華泰(香港)期貨訂明的期限內，就未平倉合約繳付催繳的保證金及變價調整要求，華泰(香港)期貨可能需要就所有未平倉合約的詳情向期交所及證監會匯報；及華泰(香港)期貨可以要求客戶繳交較期交所及/或結算所訂明的水平為高的保證金及變價調整，以及可以就未能在華泰(香港)期貨所訂明的限期之前繳交催繳保證金及變價調整要求，或未能在作出該等催繳保證金通知或要求時繳付保證金，將未平倉合約平倉。

The period within which margin calls and demands for variation adjustments must be met. HTF may be required to report to HKFE and SFC particulars of all open positions in respect of which two successive margin calls and demands for variation adjustments are not met within the period specified HTF and HTF may require more margin or variation adjustments than that specified by HKFE and/or the Clearing House and may close out open positions in respect of which any margin calls and demands for variation adjustments are not met within the period specified by HTF or at the time of making such call(s) or demand(s).

- 28.11 客戶確認華泰(香港)期貨受《香港期貨交易所規則》(“《期交所規則》”)所約束，而該等規則容許期交所採取行動，限制持倉的數量或規定可代表該等客戶將合約平倉，因為期交所認為這些客戶所累積的倉盤正在或可能會對任何一個或多個特定的市場造成損害或正在或可能會對某個或多個市場(視乎情況而定)的公平及有秩序的運作產生不良影響。

The Client acknowledges that the HTF is bound by Rules of Hong Kong Futures Exchange Ltd (“HKFE Rules”) which permit HKFE to take steps to limit the positions or require the closing out of contracts on behalf of such clients who in the opinion of HKFE are accumulating positions which are or may be detrimental to any particular Market or Markets, or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.

29 香港期交所免責聲明

THE HONG KONG FUTURES EXCHANGE LIMITED DISCLAIMER

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它股票指數或專利產品(“期交所指數”)，乃屬期交所的財產。期交所指數的編纂及計算程序，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纂及計算程序及基準，而毋須作出通告，期交所並可隨時要求期交所指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纂及任何有關的資料的準確性或完整性，期交所不向期交所任何會員或任何第三者作出擔保或聲明或保證，亦無給予或隱含任何期交所指數或其中任何一項的任何擔保、聲明或保證。再者，對於期交所指數的用途或期交所或期交所委任以編纂及計算任何期交所指數的任何其他人士，於編纂及計算任何期交所指數時的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效(包括但不限於因疏忽而引起者)或買賣以任何期交所指數為根據的期貨或期權合約的任何期交所會員或任何第三者因此而直接或間接蒙受的經濟損失或其他損失，期交所概不承擔任何責任。任何期交所會員或任何第三者，概不得對期交所提出與本免責聲明所述事項有關或因該等事項引致的索償、訴訟、或法律行動。參與買賣以任何期交所指數為根據的期貨及期權合約而完全知悉本免責聲明的任何期交所會員或任何第三者，不應在任何方面倚賴期交所。

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 Member or any third party the accuracy or completeness of any of the Exchange Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to any of the Exchange Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange in respect of the use of any of the Exchange Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, changes or failures (including but not limited to those resulting from negligence) of the Exchange or any other person or persons appointed by the Exchange to compile and compute any of the Exchange Indices 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 Exchange Participant 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 Exchange Participant or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third party engages in transactions in futures and

options contracts based on any of the Exchange Indices in full knowledge of this disclaimer and can place no reliance on the Exchange in respect of such transactions.

30 按根據恆生資訊服務有限公司開發的股票指數進行買賣的期貨合約的規則的有關條款而作出的免責聲明

DISCLAIMER DELIVERED PURSUANT TO THE RELEVANT PROVISIONS OF THE REGULATIONS FOR TRADING FUTURES CONTRACTS ON STOCK INDICES DEVELOPED BY HANG SENG DATA SERVICES LIMITED

恆指服務有限公司(“HSI”)現時公佈、編制及計算一些股票指數,也會於恆生數據服務有限公司(“HSDS”)不時的邀請下公佈、編制及計算其他額外的股票指數(統稱“該等恆生指數”)。個別該等恆生指數的編制及計算的標誌、名稱及過程是 HSDS 獨佔及專有的財產。HSI 已向香港期交所批准其使用恆生指數及其四種分類指數、恆生香港中資企業指數及恆生中國企業指數,並祇作個別根據該幾類指數作買賣的期貨合約的產生、市場推廣及交易的用途及其相目的,及可不時向香港期交所批准同時使用任何其他該等恆生指數作根據上述其他該等恆生指數作買賣的期貨合約(統稱“該等期貨合約”)的用途及其相關目的。該等恆生指數中的任何指數及任何相關的公式、成份股及因素的編制及計算的過程及基礎可不時由 HSI 在無需作出知會的情況下更改或改動,與及香港期交所可在任何時候要求某些由香港期交所指定的該等期貨合約的買賣及交收須參照另一種將被計算出來的指數。香港期交所、HSDS 及 HSI 並不向任何會員或第三者保證、陳述或擔保該等恆生指數或其中任何的指數及其編制及計算或任何與其有關的資訊的準確性或完整性,而與任何該等恆生指數或其中任何的指數相關的任何形式的該種保證、陳述或擔保皆沒有被作出或不應被視為作出。此外,香港期交所、HSDS 或 HSI 並不接受有關於使用該等恆生指數或其中任何的指數作該等期貨合約或其中任何的合約的及/或其交易的用途及其相關目的方面,或因為 HSI 於編制及計算該等恆生指數或其中任何的指數的任何失準、遺漏、錯誤、不正確、延誤、中斷、暫停、改變或缺失(包括但不限於其疏忽所引致的該等情況)方面或因任何會員或第三者於買賣該等期貨合約或其中任何的合約可直接或間接地招致的任何經濟或其他損失方面的任何責任或負擔。任何會員或第三者不可以由於與本免責聲明所述及的事情有關或所引致的情況向香港期交所及/或 HSDS 及/或 HSI 進行申索、行動或法律程序。任何會員或第三者於全面知悉本免責聲明的情況下買賣該等期貨合約或其中任何的合約及不能倚賴香港期交所、HSDS 及/或 HSI。

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

31 按根據恆生資訊服務有限公司開發的股票指數進行買賣的期權合約的規則的有關條款而作出的免責聲明

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生指數作買賣的期權合約（統稱“該等期權合約”）的用途及其相關目的。該等恆生指數中的任何指數及任何相關的公式、成份股及因素的編制及計算的過程及基礎可不時由HSI 在無需作出知會的情況下更改或改動，與及香港期交所可在任何時候要求某些由香港期交所指定的該等期權合約的買賣及交收須參照另一種將被計算出來的指數。香港期交所、HSDS 及 HSI 並不向任何會員或第三者保證、陳述或擔保該等恆生指數或其中任何的指數及其編制及計算或任何與其有關的資訊的準確性或完整性，而與任何該等恆生指數或其中任何的指數相關的任何形式的該種保證、陳述或擔保皆沒有被作出或不應被視為作出。此外，香港期交所、HSDS 或 HSI 並不接受有關於使用該等恆生指數或其中任何的指數作該等期權合約或其中任何的合約的及 / 或其交易的用途及其相關目的方面，或因為 HSI 於編制及計算該等恆生指數或其中任何的指數的任何失準、遺漏、錯誤、不正確、延誤、中斷、暫停、改變或缺失（包括但不限於其疏忽所引致的該等情況）方面或因任何會員或第三者於買賣該等期權合約或其中任何的合約可直接或間接地招致的任何經濟或其他損失方面的任何責任或負擔。任何會員或第三者不可以由於與本免責聲明所述及的事情有關或所引致的情況向香港期交所及/或 HSDS 及/或 HSI 進行申索、行動或法律程序。任何會員或第三者於全面知悉本免責聲明的情況下買賣該等期權合約或其中任何的合約及不能倚賴香港期交所、HSDS及/或HSI。

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and may publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS") from time to time (collectively, the "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the Exchange by way of licence the use of the Hang Seng Index and the four Subindices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on such indices respectively and may from time to time grant to the Exchange corresponding use of any other Hang Seng Indices for the purposes of and in connection with option contracts based on such other Hang Seng Indices (collectively, the "Option Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI 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 indices to be calculated. Neither the Exchange nor HSDS nor HSI warrants or represents or guarantees to any Member or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Member or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any Member or any third party against the Exchange and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any Member or any third party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSI.

II. 客戶網上交易協議（公司帳戶）

ONLINE TRADING CLIENT AGREEMENT- CORPORATE ACCOUNT

客戶協議書補充協議

SUPPLEMENTARY AGREEMENT

協議雙方為：

PARTIES:

華泰（香港）期貨有限公司是香港證監會持牌人（CE 編號為 BHE003），可根據《證券及期貨條例》經營受規管業務第 2 類（期貨合約交易）及第 5 類（就期貨合約提供意見）及為香港期貨交易所有限公司（“期交所”）的交易所參與者。

Huatai (Hong Kong) Futures Limited is licensed with the Securities & Futures Commission to engage in the Type 2 Regulated Activity (dealing in futures contracts) and Type 5 Regulated Activity (advising on futures contracts) under the Securities & Futures Ordinance (CE No. BHE003) and being an Exchange Participant of Hong Kong Futures Exchange Limited (“HKFE”).

致：華泰（香港）期貨有限公司（以下簡稱“華泰（香港）期貨”）註冊辦事處：

香港中環皇后大道中 99 號中環中心 2102 室

總 機：+852 3916-1688

傳 真：+852 3916-1699

To: Huatai (Hong Kong) Futures Limited (“HTF”)

Registered Office Address: Room 2102, The Center, 99 Queen’s Road Central, Central, Hong Kong

General: +852 3916-1688

Fax: +852 3916-1699

1) 客戶（“客戶”）之詳細資料列于開戶表格中，該申請表構成“客戶協議”不可分割之組成部分。

1) THE UNDERSIGNED CLIENT (the “Client”), whose particulars are set forth in the Account Opening Form for the account opening with HTF which is attached to, and forming an integral part of, the Client Agreement.

前言：

RECITALS:

(A) 根據客戶與華泰（香港）期貨間將訂立/已訂立的客戶協議書（“客戶協議”）的條件及條款，客戶在華泰（香港）期貨將開立/已開立了一個或多個戶口以從事期貨及期權交易。

The Client will open/has opened one or more account(s) with HTF for futures and options trading in accordance with the terms and conditions of a Client Agreement to be entered/entered into between the Client and HTF (the “Client Agreement”).

(B) 華泰（香港）期貨將會提供可用于執行客戶指令之期貨及期權網上交易系統。

HTF will provide an online trading system which may be used to execute futures and options transactions made by the Client.

(C) 按照下文列出的條件及條款，客戶要求而華泰（香港）期貨同意允許客戶透過其提供的網上交易系統就期貨及期權交易發出電子指令並免費或通過訂閱獲得報價及其他信息。

The Client requests and HTF agrees to allow the Client to give electronic instructions through online trading system for futures and options trading upon the terms and conditions hereinafter appearing and obtain market quotes or other information by subscription or free of charge.

(D) 客戶要求並授權華泰（香港）期貨，而華泰（香港）期貨亦同意為使用服務（如下文所定義）的客戶執行期貨及期權交易。

The Client requests and authorises HTF and HTF agrees to execute instructions for futures and options transactions on behalf of the Client using the Service (as defined below).

雙方協議內容如下：

OPERATIVE PROVISIONS:

1 定義及解釋

DEFINITIONS AND INTERPRETATION

1.1 本客戶網上交易協議中，除非上下文另有所指，否則下列表述應具有以下含義：

In this Online Trading Client Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

「用戶名」即客戶的個人識別名稱，與密碼一起使用以獲得服務、信息及華泰（香港）期貨提供的其他服務；

Username is the Client’s personal identification name, which is used together with the password to obtain Services, Information and other services provided by HTF;

「密碼」即客戶的個人密碼，與用戶名一起使用以獲得服務、信息及華泰（香港）期貨提供的其他服務；

Password refers to the Client's personal password, which is used together with the Username to obtain Services, Information and other services provided by HTF;

「登錄密碼」即合指「用戶名」及「密碼」；

Access Codes means, collectively, the Password and the Username;

「認證物」即合指提供予「客戶」的一個或多個用戶身份、初始密碼、數字證書及其他工具；

Authenticators means, collectively, one or more user IDs, initial passwords, digital certificates and/or other devices provided to the Client;

「信息」即指通過「服務」而可獲得的數據及數據庫、報價、新聞、研究、圖表、圖畫、文字及其他信息，包括但不限於期貨及期權價格及有關期貨及期權市場的信息；

Information means the data, database, quotes, news, research, graphics, drawings, text and other information accessible through the Service, including but not limited to futures and options prices and information relating to the futures and options market;

「信息提供者」即提供「信息」的第三方；

Information Providers means the third parties who provide the Information;

「知識產權」即任何專利、設計（無論是否註冊）、商標、服務標志、版權、專有技術、技術秘密、商譽以及在每一情形下以及任一管轄區域下的相關或類似權利；

Intellectual Property rights means any patents, designs (whether registered or not), trade mark, service mark, copy right, know-how, trade secrets, goodwill and any associated or similar rights in each case and in any jurisdiction;

「服務」即由華泰（香港）期貨提供及／或代表華泰（香港）期貨提供的能使客戶發出買賣某些期貨及期權的電子指令及接受「信息」及相關服務的任何網上交易服務或其他網上服務；

Service means any online trading service or other online facility provided by, and/or on behalf of, HTF which enables the Client to give electronic instructions to buy and sell certain futures and options and to receive the Information and related services; and

「網站」即 www.htfc.com.hk，華泰（香港）期貨管理之互聯網網站；

Website means an internet website at www.htfc.com.hk maintained by HTF;

「香港」即指中華人民共和國香港特別行政區。

Hong Kong means the Hong Kong Special Administrative Region of the People's Republic of China.

「訂閱用戶」即向相關交易所及／或市場申請瀏覽行情的用戶或其授權人。

Subscriber means the applicant(s) and/or his/her representative(s) of real time data service to the relevant exchanges and/or markets.

1.2 除非另有規定，本客戶網上交易協議中未定義的術語應具有客戶協議所賦予其的含義。

Unless otherwise specified, terms not defined in this Online Trading Client Agreement shall have the same meanings assigned to them in the Client Agreement.

1.3 除非另有規定，本客戶網上交易協議不影響客戶協議的所有其他規定，且是客戶協議所有其他規定之外的附加條款。

Unless otherwise specified, this Online Trading Client Agreement is made without prejudice and in addition to all other provisions in the Client Agreement.

2 客戶協議的應用

APPLICATION OF THE CLIENT AGREEMENT

2.1 本客戶網上交易協議（包括不時對其的修訂）（“補充協議”）構成客戶協議的一部分。客戶承認並同意客戶協議與本補充協議的條件及條款應一併適用於客戶透過服務而與華泰（香港）期貨進行的期貨及期權交易。

This Online Trading Client Agreement (including amendments to it from time to time) ("Supplemental Agreement") forms part of the Client Agreement. The Client acknowledges and agrees that the terms and conditions of the Client Agreement together with the terms and conditions of this Online Trading Client Agreement shall be applicable to the Client in connection with his/her futures and options trading with HTF through the Service.

3 服務

THE SERVICE

3.1 客戶謹此同意僅按照本補充協議之條件及條款使用服務。客戶亦應按照本補充協議的條件及條款使用華泰（香港）期貨將來作為服務的一部分而提供的任何額外服務（該等服務此後應視為包括在服務的定義中）。

The Client hereby agrees to use the Service only in accordance with the terms and conditions of this Supplemental Agreement. Any additional services offered by HTF as part of the Service in the future (which shall thereafter be deemed to be included in the definition of Service) shall only be used by the Client in accordance with the terms and conditions of this Supplemental Agreement.

- 3.2 客戶可不時透過服務而就其在華泰（香港）期貨的戶口發出買賣某些期貨及期權的指示。
The Client may from time to time, enter instructions to buy and sell certain futures and options for his/her account with HTF through the Service.
- 3.3 客戶承認並同意其應對使用登錄密碼透過服務而作出的所有指示承擔全部責任（而無論此等指示是否被其授權，亦無論是否是在客戶的明確要求後由華泰（香港）期貨、其董事、或其任何管理人員或雇員作出）。華泰（香港）期貨、其任何管理人員、董事、雇員或代理人或其聯屬公司的任何管理人員或附屬公司、董事、雇員或代理人均不對任何指示的處理、錯誤處理或丟失承擔責任。經要求後，客戶應立即彌償華泰（香港）期貨因任何客戶透過服務而作出之指示所可能發生或遭受的任何損失、損害、支出、開支及責任。
The Client acknowledges and agrees that he/she shall be wholly and solely responsible for all instructions entered through the Service using the Access Codes (whether authorized by it or not, and whether or not the instructions were entered by HTF, its directors, or any of its officers or employees at the Client's express request). Neither HTF nor any of its officers, directors, employees or agents or any officers or affiliates, directors, employees or agents of any of its affiliates shall incur any liability for the handling, mishandling or loss of any instruction. The Client shall indemnify HTF upon demand against any loss, damage, costs, disbursements and liabilities that HTF may incur or suffer as result of any instructions entered through the Service by the Client.
- 3.4 客戶進一步承認並同意，作為使用服務發出指令的一個前提條件，若：
The Client further acknowledges and agrees that, as a condition of using the Service to give instructions, the Client shall immediately notify HTF if:
- 3.4.1 客戶和／或其代表已通過服務發出指令但未收到指令編號或未收到對指令或其執行情況的明確確認（無論是文本、電子或口頭方式）；
an instruction has been placed through the Service and the Client and/or his/her representative(s) has not received an order number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
- 3.4.2 客戶和／或其代表未作出指示而收到交易確認（無論是文本、電子或口頭方式）或是任何類似的矛盾；
the Client and/or his/her representative(s) has received acknowledgement (whether by hard copy, electronic or verbal means) of a transaction which he/she did not instruct or any similar conflict;
- 3.4.3 客戶和／或其代表察覺對登錄密碼的任何未經授權的使用；或
the Client and/or his/her representative(s) becomes aware of any unauthorized use of his/her Access Codes; or
- 3.4.4 客戶和／或其代表使用服務時遇到困難，則客戶應立即通知華泰（香港）期貨。
the Client and/or his/her representative(s) has difficulties with regard to the use of the service.
- 3.5 客戶同意支付華泰（香港）期貨就服務而不時收取的訂購費、服務費及使用費（如有），且客戶同意此等費用可未經通知而被變更。
The Client agrees to pay all subscription, service and usage fees, if any, that HTF may charge it for the Service and agrees that such fees may be changed from time to time without notice.
- 3.6 客戶謹此明確同意取決於除根據客戶協議的第 2.1 條進行聯繫以外，及於以下第 3.8 條的規定，華泰（香港）期貨可透過服務而與客戶進行通信或發出通知，且任何此等華泰（香港）期貨透過電子裝置或透過服務或其他方式傳送給客戶的通信或此等通知應視為於信息傳送給客戶之時即被收到。不限制前述規定的一般性，客戶謹此同意華泰（香港）期貨可透過服務而提供客戶的戶口資訊及交易確認（包括但不限於買賣單據、賬目報表），而代替以郵件或電子郵件向客戶送交此等信息。客戶確認：其可隨時使用登錄密碼透過服務登錄戶口而獲得戶口資訊。華泰（香港）期貨將通過服務就客戶的戶口發送每日及/或每月賬單。客戶戶口的每一變動發生後不超過二十四小時將可提供更新後的戶口資訊。在交易平臺上客戶的戶口資訊應視為是對交易確認及戶口報表的送交。在任何時候，戶口資訊均將包括附有票據編號的交易確認、買賣價格、損益報告、現有的尚未平倉的或未交收的倉位及適用法律或法規所要求的此等其他資訊。
The Client expressly agrees that, in addition to communication pursuant to Clause 2.1 of the Client Agreement, and subject to Clause 3.8 below, HTF may communicate with or give notice to the Client through the Service, any notices sent by electronic devices, message or such notifications sent to the Client through the Services or other means by HTF shall be deemed to have been served at the time of despatch.. Without limiting the generality of the foregoing, the Client hereby consents to HTF making the Client's account information and trade confirmations, including without limitation, contract notes and statements of account, available through the Service in lieu of having such information delivered to the Client via mail or email. The Client confirms that it will at all times be able to access account information via the Service using the Access Codes to access the account. HTF will send daily and/or monthly statements in respect of the Client's account activities through the Service. Updated account information will be available no more than 24 hours after any activity takes place on the Client's account. The account information appears on the trading system shall be regarded as the delivery of the trade confirmation and account statement. At all times, account information will include trade confirmation with ticket numbers, purchase and sale amounts, statements of profits and losses, current open or pending positions and such other information as required by the applicable laws or regulations.
- 3.7 客戶承認並同意華泰（香港）期貨可按客戶協議中其他部分所規定的披露關於客戶或其戶口的信息的相同程度披露客戶的電子通信。

The Client acknowledges and agrees that HTF may disclose the Client's electronic communications to the same extent HTF may disclose other information about the Client or relating to his/her account as provided elsewhere in the Client Agreement.

- 3.8 客戶理解並接受華泰（香港）期貨可在任何時候自行及絕對酌情決定並未經事先通知客戶而暫停、禁止、限制或終止客戶獲得服務的權限及其進行交易的能力。華泰（香港）期貨對客戶網上戶口的關閉不影響任何一方在戶口關閉之日前已發生的權利及／或義務。The Client understands and accepts that HTF may at any time in its sole and absolute discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the Service and its ability to trade. The closing of the Client's online account by HTF will not affect the rights and/or obligations of either party incurred prior to the date the online account is closed.

4 服務的獲得

ACCESS OF SERVICE

- 4.1 華泰（香港）期貨將向客戶提供認證物以使客戶能够使用服務。
HTF will provide to the Client an Authenticator to enable the Client to access the Service.
- 4.2 客戶只能使用認證物或按照本補充協議而產生的替代認證物而獲得服務。
The Client may access the Service only by using such Authenticators, or using replacement of Authenticators created in accordance with this Supplemental Agreement.
- 4.3 客戶授權華泰（香港）期貨依其收到的任何客戶根據華泰（香港）期貨指定的方式所發出的指示行事，以製作新增的認證物供新指定的用戶使用，或在原有的認證物遺失或遺忘時製作新增的認證物。
The Client authorizes HTF to act in accordance with the instructions it receives from any client issued to HTF in the manner specified by HTF to create new Authenticators for the use of newly designated users, or if the original Authenticators are lost or forgotten is to create a new Authenticator.
- 4.4 客戶應在收到華泰（香港）期貨指示後盡快改變或替換認證物。
The Client shall change or replace Authenticators as soon possible after receipt of instructions to do so from HTF.
- 4.5 客戶承認任何為客戶所知曉並收到或使用認證物的個人均被授權代表客戶行事，包括但不限於為期貨、期權交易的買賣而使用服務和變更上述認證物。並且，客戶對於是由客戶自己占有或控制的認證物和其他使用方法保持秘密和安全而不被非經授權的使用負有完全的責任。
The client acknowledges that any individual known to the Client and who has received or used the Authenticators is authorized to act on the Client's behalf, including but not limited to using the Service for the purchase and sale of Futures and Options transactions and changing the aforementioned Authenticators. Furthermore, the Client is solely responsible for maintaining confidentiality and security from unauthorized use of Authenticators and other methods of use that are in the Client's own possession or control.
- 4.6 客戶應自費獲得並維持登錄及使用服務所要求的電腦、電腦系統（包括但不限於伺服器及外圍設備）、操作設備、應用產品、通訊軟件、互聯網瀏覽器、通訊設備、第三方應用服務及其他設備及軟件（“設備”），華泰（香港）期貨在向客戶發出合理的事先通知後可不時改變前述設備要求。
The Client shall obtain and maintain, at his/her own expense, computers, computer systems (including but not limited to servers and peripheral equipment), operating systems, applications, communications software, internet browser, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Client to access and use the Service, which Equipment requirements may be changed from time to time by HTF upon reasonable advance notice to the Client.
- 4.7 客戶承認華泰（香港）期貨不會對服務因客戶錯誤、客戶數據的輸入錯誤、設備或任何通訊服務、互聯網連接、互聯網服務提供商、或任何其他第三方通訊提供商的工作或故障或不能明確歸咎於華泰（香港）期貨的故障或問題（“技術問題”）而導致的與服務有關的任何問題、錯誤或故障承擔責任。
The Client acknowledges that HTF shall not be responsible for any problem, error or malfunction relating to the Service resulting from the Client error, data entry error by the Client, or the performance or failure of Equipment or any telecommunications service, internet connection, internet service provider, or any other third party communications provider, or any other failure or problem not specifically attributed to HTF ("Technical Problems").
- 4.8 客戶聲明並保證每次交易時，客戶僅將按照本補充協議所允許的及適用於客戶及客戶之交易的法律及法規使用服務。
The Client represents and warrants that the Client at the time of each trade will use the Service only as permitted hereunder and in accordance with the laws and regulations applicable to the Client and the Client's trades.
- 4.9 經發出書面或電子形式之通知，華泰（香港）期貨可終止客戶對服務的使用。客戶亦可在任何時候向華泰（香港）期貨發出書面或電子形式之通知後終止對服務的使用。若發生以下任一情形，華泰（香港）期貨有權立即終止或暫停客戶對服務的使用即(a)若客戶(i)無清償力；(ii)成為在提起之日起 60 日內未被撤銷或駁回之破產申請的對象；(iii)為其債權人之利益而轉讓其權益；或(iv)嚴重違反其在本補充協議下的責任及義務；或(b)若華泰（香港）期貨認定或自行判定：(i)服務中存在任何嚴重影響其運作之可靠性、可信性或完整性的實際或潛在缺陷；或(ii)繼續按本補充協議提供服務將侵犯任何第三方的知識產權，或(iii)服務已可能被客戶用於任何

非法交易或不法目的；或(iv)經華泰(香港)期貨書面指示。

HTF may terminate the Client's access to the Service at any time upon written or electronic notice. The Client may terminate use of the Service at any time upon written or electronic notice to HTF. HTF further may terminate or suspend the Client's access to the Service immediately: (a) if the Client (i) becomes liquidated; (ii) becomes the subject of a petition in liquidation which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Supplemental Agreement; or (b) if HTF determines or believes in its sole judgment that (i) there exists any actual or potential defect in the Service which materially impairs the reliability, credibility or integrity of the operation thereof, or (ii) continuing to provide the Service pursuant to this Supplemental Agreement would infringe upon the intellectual property rights or any third party, or (iii) the Service has been or may be used by the Client for any illegal transaction or unlawful purpose; or (iv) upon written instructions from HTF.

- 4.10 一旦終止，則客戶應停止使用服務並銷毀其掌握或控制的所有認證物。以下第 4.9 條至第 4.14 條在服務或本補充協議因任何原因被終止後仍然應繼續有效。

Upon termination, the Client shall cease use of the Service and destroy all Authenticators then in the Client's possession or control. Clauses 4.9 to 4.14 hereof shall survive any termination of the Service or of this Supplemental Agreement.

- 4.11 客戶承認並同意為向其提供服務，華泰(香港)期貨已簽訂了一項合同性協議。客戶不得出于商業目的散發自華泰(香港)期貨處獲得的與服務有關的任何信息，亦不得以任何和本補充協議條款不一致的方式使用此等信息。客戶不得允許對服務或其任何部分進行任何反向工程、複製、轉讓或改動，但適用法律規定不得限制前述行為的除外。

The Client acknowledges and agrees that HTF has entered into a contractual agreement in order to provide the Service to the Client. The Client shall not redistribute for commercial purposes any information obtained from HTF pertaining to the Service or use such information in any manner inconsistent with the terms of this Supplemental Agreement. The Client shall not permit the Service or any part thereof to be reverse engineered, copied, transferred or modified in any manner, except to the extent the foregoing actions under applicable law may not be restricted.

- 4.12 客戶在使用服務過程中所提交或披露的數據及信息，包括但不限於交易額、價格及其他與交易相關的資料（“交易資料”）應由華泰(香港)期貨按照下列條件持有。華泰(香港)期貨有權自行決定使用或披露交易資料；但前提是華泰(香港)期貨僅可以匯總或其他匿名方式向第三方披露前述資料或信息，以防止與該等資料或信息有關的客戶身份的披露，但此等披露是經客戶明確書面授權或是與客戶使用服務有關或是法院命令或適用法律要求的除外。

Data and information, including, without limitation, trade amounts, prices and other trade-related details, submitted or disclosed by the Client in the course of using the Service (collectively, "Trade Data") shall be retained by HTF subject to the following terms. HTF shall have the right to use or disclose Trade Data in its discretion; provided however, that HTF may disclose such data or information to third parties in aggregated or otherwise anonymous form only, so as to prevent the disclosure of the Client's identity in connection with any such data or information, unless such disclosure is expressly authorized in writing by the Client, is made in connection with the Client's use of the Service or is required by court order or any regulatory body or applicable law.

- 4.13 服務之提供取決於當時之狀況及其可獲得性，華泰(香港)期貨未就服務之提供作出任何種類之保證，使用服務之風險由客戶自行承擔。不限制前述的規定，客戶承認並同意華泰(香港)期貨未作出且客戶亦未收到任何與本補充協議之主題事項有關或相關的任何明示、隱含或成文法下的保證。華泰(香港)期貨謹此明確其未作出任何與本協議下之主題事項（包括但不限於服務）有關的適銷性、符合特定目的及不侵權的保證。華泰(香港)期貨未就服務在任何時候的不中斷、無錯誤或可獲得性作出保證，亦未保證服務將和客戶提供的任何設備相相容或無故障地運作。

The Service is provided on an "as is" and "as available" basis without warranty of any kind and that use of the Service is at the Client's sole risk. Without limiting the foregoing, the Client acknowledges and agrees that HTF makes and the Client receives no warranties, whether express, implied, or statutory regarding or relating to the subject matter hereof. HTF specifically disclaims all implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the subject matter hereof, including without limitation the Service. HTF makes no warranty that the Service will be uninterrupted, error free or available at all times, nor does HTF warrant that the Service will remain compatible with, or operate without interruption on, any equipment provided by the Client.

- 4.14 就因(a)客戶違反本補充協議第 4.7 條或第 4.10 條；(b)客戶未履行任何協議或交易；或(c)任何第三方因客戶使用認證物或設備對服務或其任何部分的使用而向被彌償人提起的訴訟或程序而發生的或與前述有關的任何訴求、損害賠償、損失、花費或費用（包括合理的律師費），客戶應彌償華泰(香港)期貨及其管理人員、董事、雇員及代理人或其附屬公司之管理人員、董事、雇員及代理人（合稱為“被彌償人”）並為被彌償人進行抗辯並使之不受前述之損害，但歸咎於被彌償人的違約、重大過失或不當行為的除外。

The Client will indemnify, defend and hold HTF and any of its officers, directors, employees and agents or any officers, directors, employees and agents of any of its affiliates (collectively, "Indemnitees") harmless from and against any and all claims, damages, losses, costs or expenses, including reasonable attorneys' fees, arising from or relating to (a) any breach by the Client of Clause 4.7 or 4.10 hereof; (b) the non-performance by the Client of any agreement or transaction; or (c) any third party action or proceeding brought to HTF against an Indemnitee based on the use of the Service or any aspect thereof by the Client utilizing Authenticators or Equipment, except to the extent attributable to the default, gross negligence or misconduct of an Indemnitee

- 4.15 除就因過失或欺詐而發生之死亡或人身傷害而提起之訴求之外，在任何情形下華泰(香港)期貨、其任意管理人員、董事、雇員及代理人或其附屬公司之任何管理人員、董事、雇員及代理人均不對因客戶使用服務而產生或與之有關的利潤損失、業務損失，或任何非直接的、附帶的、間接的、特別的或懲罰性損害賠償金負有責任。

Except for claims for wrongful death, personal injury resulting from negligence or fraud, under no circumstances shall HTF or any of its officers, directors, employees and agents or any officers, directors, employees and agents of any of its affiliates be liable to the Client for any loss of profit, loss of business, or for any indirect, incidental, consequential, special or exemplary damages arising from or relating to the Client's use of the Service.

- 4.16 客戶在本補充協議下作出之聲明、承諾、承認及約定均系為華泰（香港）期貨之利益而做出。華泰（香港）期貨可將其本補充協議下之任何權利轉讓予任何其附屬公司，或在華泰（香港）期貨合併或收購時或出售其全部或主要資產時予以轉讓。

The representations, covenants, acknowledgements and agreements made by the Client herein are made for the benefit of HTF. HTF may assign any of its rights hereunder to any HTF affiliate or in connection with the merger or acquisition of HTF or the sale of all or substantially all of its assets.

5 交易指示

TRADE INSTRUCTIONS

- 5.1 客戶可透過服務而發出交易指示。向華泰（香港）期貨發出交易指示（無論是電子形式或其他形式）並不保證其能得到執行。客戶理解華泰（香港）期貨、任何其管理人員、僱員或代理人均不對未被執行的任何指示承擔責任。

The Client may enter trade instructions through the Service. The giving of a trade instruction to HTF (whether by electronic means or otherwise) does not guarantee execution of an order. The Client understands that neither HTF nor any of its officers, employees or agents shall be responsible for any order that is not executed.

- 5.2 每一由客戶所發出的交易指示應包括有關詳情並符合華泰（香港）期貨不時規定的並透過服務而告知客戶的限制。華泰（香港）期貨無義務，但可自行酌情決定接受不符合華泰（香港）期貨規定之限制的交易指示。對此等不符合規定之指示的接受並不使華泰（香港）期貨有義務接受以後的任何不符合規定的指示。

Each trade instruction given by the Client shall include the details and comply with the limitations as specified by HTF and communicated to the Client from time to time through the Service. HTF shall have no obligation to accept any trade instruction which does not comply with the limitations specified by HTF, but may do so in its sole and absolute discretion. Acceptance of any such non-conforming instruction shall not obligate HTF to accept any subsequent nonconforming instructions.

- 5.3 華泰（香港）期貨可拒絕接受及／或執行任何交易指示，而無義務對此等拒絕提供理由。為免疑義，華泰（香港）期貨可以任何理由拒絕交易指示，包括但不限於以下理由：

5.3.1 交易指示不符合上述第 5.2 條所列出的限制及要求；

5.3.2 網上交易系統上所公布的價格已失效或已被撤銷；

5.3.3 華泰（香港）期貨不能肯定地確定交易指示的條件；及／或

5.3.4 客戶在華泰（香港）期貨戶口中缺乏足夠資金對交易進行結算。

HTF 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, HTF may reject a trade instruction for any reason whatsoever, including but not limited to the following:

5.3.1 The trade instruction does not comply with the limitations and requirements set forth in Clause 5.2 above;

5.3.2 The price published on the online trading system shall have expired or has been withdrawn;

5.3.3 The terms of the trade instruction cannot be determined with certainty by HTF; and/or

5.3.4 There is lack of sufficient funds in the Client's account to settle the transaction.

- 5.4 若因任何原因，包括服務未能傳送此等指示，使交易指示未能按可被處理的方式被華泰（香港）期貨收到，則此等交易指示應視為已被華泰（香港）期貨拒絕。

A trade instruction which for any reason, including failure of the Service to transmit such instruction, is not received by HTF in a manner in which it can be processed shall be deemed rejected by HTF.

- 5.5 只有在客戶接到華泰（香港）期貨確認收到的信息（無論通過電子形式或以文本形式）之後，華泰（香港）期貨方能被視為已收到客戶的交易指示。收到客戶的交易指示並不能保證此等交易指示將被華泰（香港）期貨執行。

HTF shall not be deemed to have received the Client's trade instructions unless and until the Client is in receipt of HTF'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 HTF.

- 5.6 由於指示一旦發出即可能無法取消，故客戶同意在作出每一指示前均進行審核。客戶可書面要求取消或修改其指示，但華泰（香港）期貨無義務接受此等要求。客戶同意指示只有在被執行之前方可被取消或修訂。若客戶取消的指示已被全部或部分執行，則客戶

應承擔被執行交易的全部責任，且華泰（香港）期貨不對此承擔任何責任。

The Client agrees to review every order before entering it as it may not be possible to cancel his instructions once given. The Client may request in writing to cancel or amend his instructions but HTF 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 HTF shall incur no liability in connection therewith.

- 5.7 客戶同意並承認，若其在服務過程中使用的通信方式暫時不能使用，則其可在此等期間內繼續操作其戶口，但受制于華泰（香港）期貨獲得其認為適宜的關於核實客戶身份的此等信息的權利。

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 his/her account subject to HTF's right to obtain such information regarding the verification of the Client's identity as HTF may from time to time think fit.

- 5.8 客戶進一步承認並同意任何信息提供者均不是華泰（香港）期貨與客戶間的任何交易（無論是以電子或其他方式作出）的一方，亦不就此等交易負有任何責任和義務。

The Client further acknowledges and agrees that none of the Information Providers shall be a party to, nor shall they have any obligations under or with respect to, any transaction (whether entered electronically or otherwise) between HTF and the Client.

6 知識產權

INTELLECTUAL PROPERTY RIGHTS

- 6.1 客戶承認並同意華泰（香港）期貨是所有信息、與服務有關的軟件程序和源代碼中所包含的知識產權的所有權人或被許可人。客戶不得試圖篡改、修改、掩蓋、解編、反向還原、損害、毀壞或以任何方式改變或再許可，亦不得試圖擅自未經授權而登錄信息、信息所包含任何軟件的源代碼或服務的任何部分。客戶承諾，若覺察他人正做出本段前述的行為，就立即通知華泰（香港）期貨。

The Client acknowledges and agrees that HTF is the proprietor or the authorized licensee of all Intellectual Property rights subsisting in the Information, software programmes relating to the 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 Service. The Client undertakes to notify HTF immediately if he/she becomes aware that any of the actions described above in this paragraph are being perpetrated by any other person.

- 6.2 客戶承認，華泰（香港）期貨從信息提供者取得信息。客戶同意遵守信息提供者就信息的提供和使用而規定的一切條件、限制。客戶尤其同意：

The Client acknowledges that HTF obtains the Information from the Information Providers. The Client agrees to comply with all conditions and restrictions imposed by the Information Providers in relation to the supply and use of the Information. In particular, the Client agrees:

- 6.2.1 提供給客戶的信息僅供客戶和／或其獲授權人使用，除非在自己日常業務中使用（但不包括向第三方散播信息），否則客戶和／或其獲授權人不得使用信息或其中部分；

that the Information provided to the Client is for his/her own use and/or his/her Authorised Person(s)' use only and that the Client and/or his/her Authorised Person(s) 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);

- 6.2.2 未經華泰（香港）期貨和信息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、散發、出版、廣播、傳閱，或用于商業用途；以及

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 HTF and the Information Providers; and

- 6.2.3 不將亦不容許信息於任何非法用途。

not to use or permit the use of any Information of any illegal purpose.

- 6.3 客戶同意，其不得轉讓、出讓、再許可本補充協議下客戶的所有或部分權利。

The Client agrees that he/she shall not assign, transfer or sub-license all or any part of its rights under the provisions of this Online Trading Client Agreement.

- 6.4 客戶同意，收到華泰（香港）期貨書面請求後，立即容許華泰（香港）期貨或華泰（香港）期貨書面授權的人士就與本補充協議有關的合法目的檢查客戶的場所及記錄；檢查目的包括但不限於為確定客戶沒有在違反本補充協議條款的情況下使用信息或其所載的軟件。

The Client shall allow HTF or any person authorized by HTF in writing to, upon receiving his/her written request, inspect promptly thereafter the premises and records of the Client for any lawful purpose in connection with the provisions of this Supplemental Agreement including but not limited to the purpose of satisfying itself that the Client is not using the Information or the software comprised in it contrary to any provision contained herein.

7 實時市場數據服務**REAL TIME DATA SERVICE**

- 7.1 實時市場數據服務由供應商提供，客戶需遵守其服務條款及細則。而客戶的個人資料亦可能需要披露予市場數據服務供應商、相關交易所或監管機構。

The Real Time Market Data Service is provided by respective vendor(s). The client shall comply with the terms and conditions provided by the vendor(s) enforced from time to time. The Client acknowledge that his/her personal data may be transferred to respective vendor(s), exchange(s) or regulator(s) if required.

- 7.2 實時市場數據服務之信息由服務供應商提供。華泰（香港）期貨，其附屬公司，其各自的成員、董事、管理人員，員工和代理人並不保證該等信息的順序、準確性、完整性和有效性，也無須就任何市場數據或其傳輸的任何不準確、延誤、遺漏和錯誤或因客戶接收或使用市場數據而產生的任何其他損害對客戶或其他人士承擔責任，無論該損害是否因其本身的疏忽，不可抗力事件或任何其他原因導致。

The Information provided by the Real Time Market Data Service is sourced from respective vendor(s). The HTF and its associated company, the member, director, management, staff and representative do not guarantee the timeliness, correctness, completeness and effectiveness regarding the information received and does not bear any loss nor cost arising from any inaccuracies, delays, omissions, and errors of any market data or its transmission, or any other damages arising from the Client's receipt or use of this Service, to the Client or any other persons, whether the damage is caused by the negligence of the Client or any other persons, force majeure, or any other reasons.

- 7.3 未經許可，實時市場數據訂閱用戶不得授權或許可任何人士對華泰（香港）期貨或供應商直接或間接傳送實時行情的設備、裝置及線路進行任何形式的更改。

The Subscriber shall not, without consent, authorise or allow any modifications in any manner to the equipment, apparatus, and wires by which the Real Time Market Data is transmitted to the Subscriber directly or indirectly by the HTF or its vendor(s).

- 7.4 實時市場數據傳送應嚴格依照訂閱用戶的合規標準，並根據本協議書中各項條款的要求；只要華泰（香港）期貨或供應商有足夠理由認為實時市場數據的傳送可能造成訂閱用戶、本合約涉及的訂閱用戶的任何代理人違反本合約條款的行為，或依據相關交易所的指示，華泰（香港）期貨或供應商可能在未事先通知訂閱用戶的情況下中斷實時市場數據的傳送。

The transmission of Real Time Market Data is conditional upon the Subscriber's strict compliance with the provisions set forth in this Agreement, and HTF or its vendor may, with or without notice to the Subscriber, discontinue transmission of Market Data whenever in HTF or its vendor's judgment there has been any breach by the Subscriber or any entity on whose behalf the Subscriber has entered into this Agreement, of any of the provisions in this Agreement, or whenever directed to do so by such exchanges.

- 7.5 訂閱用戶承認，實時市場數據是機密資料。訂閱用戶同意且保證，在本協議生效期間及之後，訂閱用戶應保障實時市場數據的機密性，未經華泰（香港）期貨或供應商書面許可，不得向任意第三方透露任何機密信息（包括實時市場數據）。

The Subscriber acknowledges that the Market Data provided to it is confidential. The Subscriber agrees and undertakes that during the term of this Agreement and thereafter, the Subscriber shall keep confidential, and shall not without the consent of HTF or its vendor(s) disclose to any third party, the Confidential Information (including the Market Data).

- 7.6 訂閱用戶（訂閱用戶自身或許可任何人士）不得有以下行為：

- (i) 利用實時市場數據進行衍生創作，無論目的如何；
- (ii) 開展非法業務或違規或非法（違反本協議或相關法例、規則及規例）使用實時市場數據；或
- (iii) 濫用實時市場數據作商業用途。

The Subscriber shall not and shall not allow any other person to:

- (i) derivative creations using real-time market data, whatever the purpose;
- (ii) engage in the operation of any unlawful business nor allow any other unauthorized or unlawful usage of the Real Time Market Data in contravention of any terms of this Agreement or any applicable laws, rules and regulations; or
- (iii) commercially exploit the Market Data in any other manner.

8 外部風險**EXTERNAL RISKS**

- 8.1 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，故信息可能並非相關期貨和期權合約的實時市場報價。客戶承認，華泰（香港）期貨並無獨立依據核實或質疑所收到信息的準確性及完整性。客戶不得從收到的信息推論華泰（香港）期貨有何建議或認可。

The Client acknowledges that owing to market volatility and possible delay in the data transmission process, the Information may not be real-

time market quotes for the relevant Futures and Options contracts. The Client acknowledges that HTF has no independent basis to verify or contradict the accuracy or completeness of the Information provided. No recommendation or endorsement from HTF shall be inferred from the Information provided.

- 8.2 客戶明白，華泰（香港）期貨、及其附屬公司、董事、管理人員、僱員、華泰（香港）期貨的代理人、信息提供者均未保證信息的及時性、順序性、準確性、連續性、即時性或完整性。

The Client understands that neither HTF nor any of its affiliates, directors, officers, employees and agents or the Information Providers guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the Information.

9 責任限制

LIMITATIONS OF LIABILITY

- 9.1 客戶同意華泰（香港）期貨、華泰（香港）期貨高級職員、董事、僱員、代理人、信息提供者均毋需就任何以下損失承擔賠償責任，亦毋需負任何責任：

The Client agrees that neither HTF nor any of its officers, directors, employees, agents or the Information Providers shall be liable for any loss or have any responsibility:

- 9.1.1 凡因登錄或使用，或無法登錄或使用服務而導致的各類直接、間接、特殊、繼發、附帶的損害，包括但不限于因信息提供者的行為、遺漏、錯誤、延誤、中斷而導致的損害，即使華泰（香港）期貨、其管理人員、僱員、代理人、信息提供者曾被告知該等損害、損失的可能性；或

for damages of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of, or inability to access or use the Service, including without limitation damage resulting from the act, omission, mistake, delay or interruption of the Information Providers, even if HTF, its officers, employees, agents or the Information Providers have been advised of the possibility of such damages or losses; or

- 9.1.2 凡因華泰（香港）期貨、其管理人員、董事、僱員、代理人、信息提供者不能控制的原因而導致的損害，華泰（香港）期貨、其管理人員、僱員、代理人、信息提供者均毋須就任何損失承擔賠償責任，亦毋須負任何責任。前述原因包括但不限于政府限制、暫停交易、電子或機械設備或通訊綫路失靈；電話或其他互聯設施故障；電腦硬體或軟件無法相容；服務未能或不可登錄；互聯網服務供應商或其他與客戶電腦有關的設備、服務故障、電力中斷；數據傳送設施故障；未經授權的登錄、盜竊、火災、戰爭、罷工、民眾騷亂、恐怖活動（或威脅的恐怖活動）、天災、勞資糾紛。

for damages resulting from a cause over which HTF, or any of its officers, directors, employees and agents or the Information Providers 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 access to the Service, 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.

- 9.2 客戶同意，若客戶和/或其代表因使用服務而令本身電腦、軟件、調制解調器、電話或其他財物受損，華泰（香港）期貨毋須負責。

The Client agrees that HTF shall not be responsible for any damage to the Client's computer, software, modem, telephone or other property of the Client and/or his/her representative(s) resulting from its use of the Service.

10 彌償

INDEMNIFICATION

客戶同意，凡因客戶使用服務包括但不限於客戶違反本補充協議或侵犯任何知識產權而引起的或與之有關的訴求、損失、責任、費用、支出，客戶均會向華泰（香港）期貨，其管理人員、董事、僱員、代理人，或其附屬公司管理人員、董事、僱員、代理人以及信息提供者進行抗辯及彌償並使之免受前述之損害。本補充協議終止後，本項義務仍然有效。

The Client agrees to defend, indemnify and hold HTF, any of its officers, directors, employees and agents, or any officers, directors, employees and agents of any of its affiliates and the Information Providers 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/her violation of this Supplemental Agreement or infringement of any Intellectual Property rights. This obligation will survive the termination of this Supplemental Agreement.

11 風險披露

RISK DISCLOSURE

客戶承認並接受：

The Client acknowledges and accepts that:

- 11.1 在需求高峰、市場波動、系統升級或維修期間，或因其他原因，服務之獲得可能受到限制，甚或不可供客戶登錄；

access to the Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for

other reasons;

- 11.2 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，而此事又非華泰（香港）期貨所能控制；
due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication and that such unreliability is beyond HTF's control;
- 11.3 由於網絡擁擠，傳送可能受阻、中斷、耽誤；又因互聯網之公開性，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；
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;
- 11.4 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；
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;
- 11.5 第三方可能未經授權而擅自獲得閣下的通信和個人資料；
communications and personal data may be accessed by unauthorized third parties;
- 11.6 客戶的指示可能未經人工覆核就被執行；
the Client's instructions may be executed without being subject to human review;
- 11.7 通常指示一經發出，就不可取消；
it is usually not possible to cancel an instruction after it has been given;
- 11.8 系統可能發生故障（包括軟、硬體失靈，或通信設施失效）而導致客戶的指示未被按指示執行，或根本沒有執行；以及
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 his instruction or is not executed at all; and
- 11.9 因上述風險是客戶按照本補充協議之條件及條款透過服務與華泰（香港）期貨進行期貨及期權交易所固有的風險，故華泰（香港）期貨已要求客戶，且客戶已仔細閱讀過客戶協議中載明的風險披露。
the Client has been requested by HTF to re-read, and has re-read, the risk disclosures contained in the Client Agreement as such risks are inherent with his/her Futures and Options trading with HTF through the Service in accordance to the terms and conditions of this Supplemental Agreement.

12 其他條款

MISCELLANEOUS

- 12.1 客戶承認，其已閱讀、明白本補充協議的條款，並同意受之約束。
The Client acknowledges that the Client have read, understood and agreed to be bound by the terms and conditions of this Supplemental Agreement.
- 客戶明白，在客戶把填妥及簽妥的開戶表格之紙質文檔交回華泰（香港）期貨並為華泰（香港）期貨接受及同意之前，本補充協議不生效，上述的接受及同意由華泰（香港）期貨，上述的接受及同意由華泰（香港）期貨一名負責人員批准客戶的賬戶開戶申請時生效。
- The Client understands that this Supplemental Agreement will not be effective in any way until such time the Client has returned the hard copy of the Account Opening Form duly completed and executed by the Client to HTF, and accepted and agreed by HTF, such acceptance and agreement to be came in force by the approval of the Client's account opening application by one of the responsible officers of HTF.
- 12.2 客戶承認並同意未經華泰（香港）期貨事先書面同意及批准，不得以任何方式、形式或樣式複製、分發、修改、傳送、捏造、上傳、發佈華泰（香港）期貨以紙質文檔形式或在網站上提供的任何文檔。客戶理解華泰（香港）期貨僅同意在紙質文檔或電子文檔之形式提供予客戶之相關文檔版本的基礎上或以客戶收到任何此等文件之日網站上相關文檔的版本為基礎與客戶進行交易。
The Client acknowledges and agrees that any documents provided by HTF in hard copy or on the Website shall not be copied, distributed, modified, transmitted, framed, uploaded, posted in any way, shape or form without the prior written consent and approval of HTF. The Client understands that HTF only agrees to enter into any transaction with the Client on the basis of the relevant documents in the versions as provided by hard copy or or soft copy to the Client or on the Website as of the date of the Client's receipt of any such documents.
- 12.3 在華泰（香港）期貨書面確認收到客戶根據客戶協議第 19 條發出終止客戶協議之書面指示前，本補充協議仍然完全有效。
This Supplementary Agreement is still in full force and effect until HTF confirms in writing that it has received a written instruction from the Client to terminate the Client Agreement in accordance with Clause 19 of the Client Agreement.
- 12.4 本補充協議對客戶、其繼承人及經許可的受讓人有約束力。本補充協議受香港法律管轄並依其進行解釋。客戶同意接受香港法院對華泰（香港）期貨為爭議一方並與客戶對服務之使用有關的任何爭議或訴訟的非專屬的管轄權。
This Supplemental Agreement shall be binding on the Client, its successors and permitted assignees. This Supplemental Agreement shall be

governed by and construed in accordance with the laws of Hong Kong. The Client agrees to submit to the non-exclusive jurisdiction of the Hong Kong courts for the adjudication of any disputes or actions in which HTF is party relating to the Client's use of the Service.

13 聲明

DECLARATION

13.1 客戶謹此確認並聲明如下：

The Client hereby confirms and declares the following:

- 13.1.1 在香港或其他地方，客戶均未被任何刑事或民事法律程序判定有任何欺詐、錯誤陳述或不誠實行為；
the Client has not had any judgment including findings in relation to fraud, misrepresentation, or dishonesty given against him in any criminal or civil proceedings in Hong Kong or elsewhere;
- 13.1.2 在香港或其他地方，客戶均未被宣佈破產或與其任何債權人達成債務和解協議，亦未為其任何債權人之利益而轉讓其權益；
及
the Client has not been declared liquidated or been compounded with or made any assignment for the benefit of any creditor in Hong Kong or elsewhere; and
- 13.1.3 客戶已細閱過本補充協議，且本補充協議之規定亦以其理解之語言向其進行了完全的解釋，且客戶同意受本補充協議規定的約束。
the Client has read this Supplemental Agreement and its provisions have been fully explained to the Client in a language that the Client understands and agrees to be bound by its provisions.

III. 其他政策 OTHER POLICIES

追加保證金政策

MARGIN CALL POLICY

1. 當客戶被通知要求追加保證金時，需要即時聲明會（a）存入所需之保證金，或者（b）即時平倉以符合華泰（香港）期貨之保證金要求。

Once a call is issued, the Client must immediately declare his/her intention to either (a) meet the call by funding or (b) offset his/her position to meet margin requirements of HTF.

- (a) 當客戶選擇存入追加之保證金時，必須確保該款項盡快存入華泰（香港）期貨之客戶彙集綜合賬戶。唯華泰（香港）期貨有根據市況對客戶戶口進行強平，以防止客戶戶口風險進一步擴大。

華泰（香港）期貨只接受轉帳作為追加保證金之存款，個人支票並不能視為有效的追加保證金存款。

When the Client choose to deposit additional margin, he/she must ensure that the funds are deposited into the HTF's customer pooled integrated account as soon as possible. Only HTF is entitled to conduct forced liquidation of client accounts according to market conditions to prevent further expansion of client account risks.

HTF only accepts transfers as deposits for margin calls, and personal checks cannot be regarded as valid deposits for margin calls.

- (b) 當客戶選擇以平倉符合華泰（香港）期貨之保證金要求時，需即時訂定市價平倉單Market Order。

When the Client chooses to close the position to meet the margin requirements of HTF, it is necessary to immediately set a Market Order to close the position.

2. 雖然客戶聲明會存入保證金或平倉以符合華泰（香港）期貨之保證金要求，華泰（香港）期貨之交易員仍有權強平客戶倉位以防止該客戶的戶口出現結餘低於原始保證金 60%的水平（華泰（香港）期貨可能隨時因應市況而調整此原始保證金百分比水平）。

Although the Client declares that he/she will deposit margin or close the position to meet the margin call requirements of HTF, HTF's traders still have the right to liquidate client positions to prevent the Client's account balance from being lower than 60% of the original margin (HTF may adjust the original margin percentage level at any time in response to market conditions).

不接受第三者存款和提款

NO THIRD PARTY PAYMENT POLICY

1. 華泰（香港）期貨祇接受客戶名下的銀行賬戶與本公司之客戶款項獨立賬戶進行轉帳或支票來往。

All fund transfer has to be made between HTF and the bank account(s) owned solely under the Client's name.

2. 祇有在特別情況下，客戶可以書面要求由第三者賬戶轉帳至本公司之客戶款項獨立賬戶，或由本公司之客戶款項獨立賬戶轉帳至第三者賬戶，唯該情況必須得到華泰（香港）期貨管理層批核方為有效。

For any request to make payment to/or receive payment from a third party other than the Account holder(s), a written request should be obtained and approved by HTF under special circumstances.

電子結單政策

ELECTRONIC STATEMENT POLICY

1. 客戶將不會收到郵寄之結單。華泰（香港）期貨將根據開戶表格或董事會決議摘要內所列出的電子郵件地址發送結單給客戶。客戶須提供正確/最新或已更改的電子郵件地址給本公司以確保本公司能準確地發送結單給客戶。

The Client will not receive any physical statements. Statements will be sent to the Client according to the e-mail address (es) which is/are listed in the Account Opening Form or Abstract of Board Resolution. For proper delivery, the Client should provided the corrected/updated or changed e-mail address (es) to HTF.

2. 客戶同意華泰（香港）期貨無須因通訊過程中與任何關聯方有關的任何電子郵件服務之任何中斷或延誤而負上任何法律責任。客戶亦同意華泰（香港）期貨可於未通知客戶的情況下，享有隨時終止此項服務之權利。

The Client agrees to hold HTF harmless against all liabilities arising out of any e-mail services interruption or delay that involves any of the parties during the transmission process. And the Client agrees that HTF reserves the right to discontinue the services any time without notice.

更改結算賬戶資料

CHANGE OF SETTLEMENT ACCOUNTS

1. 如客戶需更改（暫時性或永久性）結算銀行資料作為戶口轉帳用途，都需要填寫客戶資料更改表格或提供董事會決議，連同銀行證明文件（需清楚顯示銀行抬頭、銀行賬戶號碼、結算幣種和客戶姓名），方能視為有效的更改。

Any change of beneficiary settlement bank accounts (either temporary or permanent change) must be supported by a completed Change of Client Information Form or an Abstract of Board Resolution accompanied by a copy of the bank statement, inside which the name of the bank, account number, settlement currency, and the Client's name included.

個人資料私隱聲明

PERSONAL INFORMATION PRIVACY POLICY

1. 華泰（香港）期貨尊重客戶個人資料的私隱，已根據個人資料（私隱）條例制訂私隱政策，確保閣下的個人資料獲得保障，以防止未經授權或意外的查閱。除非取得客戶的同意或因有法律義務或其它責任或權力，本公司將不會向任何第三方（華泰（香港）期貨有限的關聯公司除外）披露客戶的個人資料。根據個人資料（私隱）條例，閣下有權適時查閱閣下于華泰（香港）期貨保存的個人資料。

HTF respects the privacy of clients' personal data and has formulated a privacy policy in accordance with the Personal Data (Privacy) Ordinance to ensure that the Client's personal data is protected from unauthorized or accidental access. Unless the consent of the Client is obtained or due to legal obligations or other responsibilities or powers, HTF will not disclose the personal data of the Client to any third party (except the affiliates of HTF). In accordance with the Personal Data (Privacy) Ordinance, the Client have the right to access his/her personal data held by HTF in a timely manner.

2. 客戶申請開立或持續擁有戶口時，華泰（香港）期貨將為商業和市場之目的收集及持有客戶的個人資料，以評估客戶的理財需要、處理客戶的請求和交易、通知客戶可能感興趣的產品和服務、向客戶提供市場信息、以及使客戶瞭解市場動向。

When the Client applies to open or continue to have the Account, HTF will collect and hold the Client's personal information for commercial and market purposes to assess the Client's financial needs, process the Client's requests and transactions, and notify the Client of products and services that may be of interest to the Client, providing market information, and keeping the Client informed of market trends.

3. 華泰（香港）期貨可能為不同原因（如交易處理及儲存）將客戶的個人數據轉移往香港或以外地區之第三存放。

HTF may transfer the Client's personal data to third-party storage in Hong Kong or outside of Hong Kong for various reasons (such as transaction processing and storage).

1. 期貨及期權交易的風險**RISKS OF FUTURES AND OPTIONS TRADING**

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

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.

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

持牌人或注册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。

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.

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

假如你向持牌人或注册人提供授權書，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戶口的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

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.

4. 關於期貨及期權買賣的額外風險披露**ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING**

本聲明並不涵蓋該等買賣的所有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。

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.

期貨**FUTURES****1. “杠杆”效應****Effect of “Leverage” or “Gearing”**

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資金造成大比例的影響。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，你會被迫收保證金，須在短時間內存入額外資金以維持本身倉盤。假如你未有在指定時間內繳付額外的資金，你可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由你承擔。

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. 減低風險交易指示或投資策略

Risk- Reducing Orders or Strategies

即使你採用某些旨在預設虧損限額的交易指示（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。

The placing of certain orders (e.g. “stop-loss” orders, or “stoplimit” 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.

期權

OPTIONS

1. 不同風險程度

Variable Degree of Risk

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

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise 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.

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

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.

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

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.

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。

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

期貨及期權的其他常見風險

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

1. 合約的條款及細則

Terms and Conditions of Contracts

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

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.

2. 暫停或限制交易及價格關係

Suspension or Restriction of Trading and Pricing Relationships

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

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”.

3. 存放的現金及財產

Deposited Cash and Property

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。

You should familiarise 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.

4. 佣金及其他收費

Commission and Other Charges

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。

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.

5. 在其他司法管轄區進行交易

Transactions in Other Jurisdictions

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管轄區的監管機構或市場執行有關的規則。有鑒于此，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。

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.

6. 貨幣風險

Currency Risks

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

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.

7. 交易設施

Trading Facilities

電子交易的設施是以電腦組成系統來進行交易指示傳遞、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于系統供應商、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。由于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。

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.

8. 電子交易

Electronic Trading

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬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。

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.

9. 場外交易

Off-Exchange Transactions

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。

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 familiarise yourself with applicable rules and attendant risks.

10. 不收取“執行交易”通知所涉及的風險

Risks Involved in Not Receiving "Online Trade Execution" Notifications

即時通知互聯網執行的交易是有效偵測未經授權交易的方式，客戶可從收取該通知及時知悉戶口的情況，採取措施降低或紓減未經授權交易風險及可能因此而引起的損失。

Prompt notification of online trade execution can serve as an effective means for detection of unauthorised transactions. By receiving such notification, the client can be informed of the account status in a timely manner and identify potential unauthorised transactions. Measures can then be taken to mitigate or reduce the unauthorized access risk and potential losses arising from unauthorised transactions.

如客戶選擇不收取執行交易通知，可能會未能及時察覺未經授權交易或任何非客戶指示，或交易數量、價格等與客戶指示不符，引致損失。客戶需承擔一切因此而安排引致之任何爭議、損失、責任及風險。

If the client chooses to opt-out from receiving online trade execution notification, the client may fail to detect unauthorized transactions or any non-client instructions in a timely manner, or the transaction quantity, price, etc. do not match the client's instructions, resulting in losses. The client shall bear all disputes, losses, liabilities and risks arising from this arrangement.