



EXNESS (SC) LTD (FSA License Number SD025),  
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# Client Agreement

# 客户协议

## Part A: General Terms And Conditions

### 1. Introduction

**1.1** The Agreement is entered by and between Exness (SC) Ltd ("the Company") on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form (hereinafter called the "Client") on the other part.

**1.2** The Company is authorised by the Financial Services Authority of Seychelles with Securities Dealer's License Number SD025.

**1.3** This Client Agreement with the following documents found on the Company's website (namely "General Business Terms", "Partnership Agreement", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", "Privacy Policy", "Key Facts Statement" and "Bonus Terms and Conditions"), as amended from time to time, (together the "Agreement"), as well as any other documentation that is posted in section "Legal documents" at the website or may be communicated to a Client as a result of his participation in any of the Company's campaigns and/or loyalty programs, set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD activity of the Client with the Company during the course of the Agreement.

**1.4** The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

**1.5** The Company will collect, use, store, and otherwise process personal information of the Client, as set out in the Privacy Policy, as amended from time to time and published on the website.

## A 部分：一般条款和条件

### 1. 引言

**1.1** 本协议由 EXNESS (SC) LTD (以下简称“本公司”)与已填写开户申请表的法人实体或自然人客户(以下简称“客户”)签订。

**1.2** EXNESS (SC) LTD 持有塞舌尔金融服务管理局监管牌照, 证券交易牌照编号为 SD025。

**1.3** 本客户协议、本公司网站上的其他文件(即“一般业务条款”、“合作伙伴协议”、“风险披露和警告通知”和“客户投诉程序”)(经不时修订, 统称“服务协议”)以及发布于网站上的“法律文件”版块的任何其他文件或因客户参与本公司的活动和/或忠诚计划而可能被告知适用于客户的任何其他文件规定了本公司向客户提供本协议项下服务所依据的条款, 适用于客户在服务协议有效期内与本公司之间的所有差价合约活动。

**1.4** 服务协议取代本公司或任何介绍人之前做出的任何其他约定、安排、明示或暗示陈述。

**1.5** 本公司将按照不时修订并在网站上公布的《隐私政策》的规定, 收集、使用、储存和以其他方式处理客户的个人信息。

## 2. Interpretation of Terms

### 2.1 In this document (Client Agreement):

**“Access Data”** shall mean the login and password of the Client, which are required so as to place Orders in CFDs with the Company on the Trading Platform, and any other secret investor passwords, phone passwords or similar, used to access the Personal Area so as to perform non-trading operations.

**“Account Opening Application Form”** shall mean the application form/questionnaire completed by the Client, on-line on the Company’s Website and/or mobile application(s) and/or in hard copy, in order to apply for the Company’s Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, financial profile and appropriateness in accordance with the Applicable Regulations.

**“Adjustment Event”** means in respect of a product, where the Underlying Asset is an index, any change to the index including but not limited to the announcement of a successor index.

**“Affiliate”** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity that is directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**“Agreement”** shall mean this document (Client Agreement) and various documents found on the Company’s website, namely “General Business Terms”, “Partnership Agreement”, “Risk Disclosure and Warnings Notice”, “Bonus Terms and Conditions”, “Complaints Procedure for Clients”, as amended from time to time and any subsequent Appendices added thereto.

**“Applicable Regulations”** shall mean (a) rules of a relevant regulatory authority having powers over the Company; (b) the rules of a relevant Underlying Market; and (c) all other applicable laws, rules and regulations of Seychelles and/or of another

## 2. 术语解释

**2.1 本文件(客户协议)中使用的术语含义如下:**

**“访问信息”** 指客户在交易平台向本公司开立差价合约订单时需要输入的登录名和密码, 以及为执行非交易操作而访问个人专区时使用的任何其他投资人密码、手机密码或类似密码。

**“开户申请表”** 指客户为申请服务协议项下的本公司服务和客户账户而在本公司网站上在线和/或在手机应用上和/或以纸质文本形式填写的申请表/调查问卷, 本公司通过这些表格/调查问卷获取包括客户的身份信息和尽职调查信息、经济档案信息及根据适用法规是否合适的信息。

**“调整事件”** 指就标的资产为指数的产品而言, 任何包括但不限于公布替换指数的对指数进行的改动。

**“联盟营销”** 指直接或间接控制本公司、受本公司控制或与本公司受同一方控制的任何实体; “控制”指拥有管理本公司或实体的事务的权力或权力依据。

**“协议”** 指本文件(客户协议)以及本公司网站上的相关文件即“一般业务条款”、“合作伙伴协议”、“风险披露和警告通知”、“奖励条款和条件”、“客户投诉程序”(经不时修订且以后补充附录)。

**“适用监管规定”** 指 (a) 对本公司拥有管辖权的相关监管机构的规定; (b) 相关标的市场的规则; 以及 (c) 塞舌尔和/或其他司法辖区的所有其他适用的法律、法规和规则。

**“买价”** 指报价中的较高价格, 客户可按 deposit 照该价格进行买入交易。

jurisdiction.

**“Ask”** shall mean the higher price in a Quote at which the price the Client may buy.

**“Associate”** shall mean the Client which accepts to be an Associate in a Portfolio Manager’s Fund and receives a percentage of Portfolio Manager’s Performance Fee on the basis of the Fee Sharing Rate defined by the Portfolio Manager.  
There are two types of Associate a.the Auxiliary Associate and b.Referral Associate.

**“Auxiliary Associate”** shall mean the Associate in a Portfolio Manager’s Fund who will receive a percentage of Portfolio Manager’s Performance Fee on the basis of the Fee Sharing Rate defined by the Portfolio Manager of all performance fees generated in a Fund, as part of the Auxiliary offer.

**“Associate Auxiliary Shared fee”** shall mean the amount that a Portfolio Manager pays to an Auxiliary Associate based on the set Fee Sharing Rate at which Portfolio Manager shares its’ Performance Fee with the Auxiliary Associate and shall be calculated as per below:

Associate Auxiliary Shared fee = Total Performance Fee amount from all Investments in a Fund \* Fee Sharing Rate

**“Auxiliary Offer”** shall mean the offer/s created by the Portfolio Manager to invite the Auxiliary Associate.

**“Associate Referral Shared fee”** shall mean the amount that a Portfolio Manager pays to a Referral Associate based on the set Fee Sharing Rate at which Portfolio Manager shares its’ Performance Fee with the Associate generated in a Fund only by PM Investors invited by Referral Associate via the Associate’s referral link and shall be calculated as per below:

Associate Referral Shared Fee = Total Performance Fee amount from PM Investments generated in a Fund by PM Investors invited by Referral Associate via the Referral Associate’s referral link \* Fee Sharing Rate

**“Balance”** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

**“关联伙伴”**指在投资组合经理的基金中接受成为合伙人的客户，该客户可基于投资组合经理规定的佣金共享比例获得其部分收益佣金。关联伙伴分为两类：“附属关联伙伴”和“转介关联伙伴”

**“附属关联伙伴”**指在投资组合经理的基金中根据投资组合经理为一项基金中产生的所有收益设定的佣金分享率(作为附属要约的一部分)将获得投资组合经理的一定的百分比的收益佣金的关联伙伴。

**“关联附属伙伴分享佣金”**指投资组合经理根据所定的佣金分享率(投资组合经理与附属关联伙伴分享其收益佣金的费率)向附属关联伙伴支付的资金，计算方法如下：

关联附属合作伙伴分享佣金 = 一只基金中的所有投资的总收益佣金 \* 佣金分享率

**“附属要约”**指投资组合经理创建的用于邀请附属关联伙伴的要约。

**“关联转介分享佣金”**指投资组合经理根据所定的佣金分享率(投资组合经理与关联伙伴分享一只基金中仅限于通过关联伙伴的转介链接邀请的PM投资者产生的收益佣金的费率)向转介关联伙伴支付的资金，计算方法如下：

关联转介合作伙伴分享佣金 = 一只基金中仅限于通过关联伙伴的转介链接邀请的PM投资者产生的收益佣金 \* 佣金分享费率

**“余额”**指客户账户于最后一次完结交易以及存入资金/提出资金操作后的任何时间段内的总财务结果。

**“基础货币”**指货币对中的第一种货币，客户据其买入或卖出报价货币。

**“卖价”**指报价中的较低价格，客户可按照该价格进行卖出交易。

**“Base Currency”** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** shall mean the lower price in a Quote at which the Client may sell.

**“Billing Period”** shall mean: a) the period commencing on the date of the creation of a Fund or PM Strategy and ending at the last Friday of the same calendar month at 23:59:59 UTC+0 or b) Each subsequent period which succeeds the last Friday of each calendar month at 23:59:59 UTC+0 or c) any other period mentioned on the Website and/or any relevant mobile application/s or in other way will be directly communicated by Company to the relevant Clients.

**“Business Day”** shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays to be announced on the Company's Website.

**“Client Account”** shall mean the unique personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, the balance of the Client money and deposit/withdrawal transactions of the Client money.

**“Client Terminal”** shall mean the MetaTrader program version 4 or 5, or other platform trading facilities including (but not limited to) web and mobile, which are used by the Client in order to obtain information on Underlying Markets in real-time, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

**“Closed Position”** shall mean the opposite of an Open Position.

**“Completed Transaction”** shall mean two counter deals of the same size and instrument (opening a position and closing a position): i.e buy then sell and vice versa in CFD trading.

**“Content Guidelines”** are the rules and procedures which Portfolio Manager or PM Strategy Provider or Strategy Provider shall follow and comply with in relation to the provision of portfolio management services and social trading services respectively. The Content Guidelines will be provided by the Company from time to time and will be available on the

**“结算周期”**指:a) 自基金或投资组合管理策略创建之日起至同一日历月的最后一个星期五23:59:59 UTC+0结束的期间或b) 每个日历月的最后一个星期五23:59:59 UTC+0之后的每个时间段或c) 本网站和/或任何相关移动应用程序或以其他方式提及的任何其他时期, 公司将直接向相关客户传达。

**“工作日”** 指除周六、周日、12月25日、1月1日或本公司网站上公布的任何其他国际节假日之外的任何一天。

**“客户账户”** 指客户的唯一个人账户, 其中包含交易平台中的所有完结交易、未结头寸和订单、客户资金余额以及客户资金的存入资金/提出资金交易。

**“客户终端”** 指 MetaTrader 第4版、第5版或其他平台交易设施, 包括(但不限于)网页和移动交易应用程序。客户通过客户终端获取标的市场实时信息、执行交易、开立或删除订单、接收本公司通知以及保存交易记录。

**“已结头寸”** 指与“未结头寸”相反的头寸。

**“完结交易”** 指两笔数量和品种相同的相反交易(开仓和平仓), 即在差价合约交易中先买再卖或先卖再买。

**“内容指南”**指投资组合经理或投资组合管理策略提供者分别在提供投资组合管理服务 and 社交交易服务方面须遵守的规则和程序。内容指南将由本公司不时提供, 可在本公司的网站和/或投资组合管理平台 and/或社交交易系统上查看。

**“差价合约”** (“CFD”) 指两方(通常称为“买方”和“卖方”)之间的合约, 规定买方向卖方支付标的资产的当前价值和合约签订时的价值的差异(如果价差为负, 则反由卖方支付买方)。差价合约是一种金融品种。



Company's Website and/or Portfolio Management platform and/or Social Trading system.

**“Contract for Differences”** (“CFD”) shall mean a contract between two parties, typically described as "buyer" and "seller", stipulating that the buyer will pay to the seller the difference between the current value of the price of an Underlying Asset and its value at contract time (if the difference is negative, then the seller pays instead to the buyer). A CFD is a Financial Instrument.

**“Contract Specifications”** shall mean the principal trading terms in CFD (for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, swap charges, other charges, Partner's commission/third party commissions etc) for each type of CFD as determined by the Company from time to time.

**“Corporate Action”** means the occurrence of any of the following in relation to the issuer of any relevant Underlying Asset: (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity; (b) any acquisition or cancellation of own shares/equities by the issuer; (c) any reduction, subdivision, consolidation or reclassification of share/equity capital; (d) any distribution of cash or shares, including any payment of dividend; (e) a take-over or merger offer; (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or (g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Asset.

**“Currency of the Client Account”** shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

**“Currency Pair”** shall mean the quotation of two different currencies, with the value of one currency being quoted against the other in a CFD transaction. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**“Equity”** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:

“合约细则”指本公司不时制定的每种差价合约的主要交易条款(例如点差、隔夜利息、交易佣金、手数规模、初始保证金、必要保证金、对冲保证金、止损单、获利单和限价单的最低价位、融资费用、隔夜利息费用、其他收费、合作伙伴佣金/第三方手续费等)。

“公司行为”是指与任何相关标的资产的发行人有关的下列任何情况的发生:(a) 任何权利、代股、红利、资本化或其他股票/股权的发行或要约 任何性质的或任何认股权证、期权等赋予认购股份/股权权利的发行;(b) 发行人收购或注销自有股份/股权;(c) 股份/股权资本的任何减少、细分、合并或重新分类;(d) 现金或股份的任何分配, 包括任何股息的支付;(e) 收购或合并要约;(f) 影响有关股份/股权的任何合并或重组;(g) 任何其他对作为标的资产的股份/股权的市场价值具有稀释或集中影响的事件。

“客户账户货币”指本公司不时提供的客户账户计价货币。

“货币对”指两种不同货币的报价, 在差价合约交易中一种货币的价值以另一种货币来进行报价。一个货币对包括两种货币(报价货币和基础货币), 反映购买一单位基础货币所需的报价货币量。

“净值”指余额加上或减去未结头寸产生的任何浮动盈利或浮动亏损, 计算方式为:

- A. 净值 = 余额 + (浮动盈利 - 浮动亏损); 和/或
- B. 净值 = 可用保证金 + 保证金

“错误报价(长钉)”指符合以下特征的错误报价:

- A. 存在明显价格缺口;
- B. 价格在很短的时间内反弹, 出现价格

- A.  $\text{Equity} = \text{Balance} + (\text{Floating Profit} - \text{Floating Loss})$ ; and/or
- B.  $\text{Equity} = \text{Free Margin} + \text{Margin}$

**“Error Quote (Spike)”** shall mean an error Quote having the following characteristics:

- A. A significant Price Gap; and
- B. In a short period of time the price rebounds with a Price Gap; and
- C. Before it appears there have been no rapid price movements; and
- D. Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

**“Event of Default”** shall have the meaning given in paragraph 11.1. of PART A of this document (Client Agreement).

**“Exchange Control Regulations”** shall mean any regulation or controls or restrictions or limitations imposed by any government and/or national bank or other authority on private transactions conducted in foreign currency and/or on the purchase and/or sale of currencies, that aims to restrict the buying and selling of a national currency or to preserve foreign currency reserves. Controls may include a ban on the conversion of the proceeds of certain assets or by certain categories of person, an obligation to surrender foreign exchange proceeds to the central or local bank, authorisation requirements, quantitative limits or indirect methods and/or any other restrictions.

**“Expert Advisor”** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

**“Fee Sharing Rate”**: is the % of Performance Fee defined by the Portfolio Manager when inviting an Associate to its Fund (rate can be from 0.1% up to 100% inclusive with the precision of 0.1%).

缺口;

- C. 报价出现之前, 价格没有快速波动;
- D. 报价出现前以及报价出现后的短时间内没有发布重要宏观经济指标和/或企业报告。

“违约事件”的定义见本文件(客户协议) A 部分第 11.1 款。

“外汇管制条例”指任何政府和/或国家银行或其他机构对私人外汇交易和/或外汇买卖实施的任何条例或管制或限制, 目的是限制一国货币的买卖或保存外汇储备。管制措施可包括禁止对某些资产的收益进行外汇转换或禁止某些类别人群对收益进行外汇转换、将外汇收益移交给中央或地方银行的义务、授权要求、数量限制或间接方法和/或任何其他限制。

“智能交易”指用于在电子交易平台上自动执行交易活动的在线自动交易系统。智能交易系统经程序设置后, 可以自动提示客户交易机会, 也可以自动执行账户交易, 管理各种交易操作, 包括直接向交易平台发出订单以及自动调整止损、移动止损和获利价位。

“佣金共享比例”指投资组合经理在邀请合伙人加入其基金时规定的收益佣金百分比(该比例范围为0.1%到100%, 精度为 0.1%)

“金融品种”指差价合约。

“浮动盈利/亏损”指在差价合约交易中, 根据当前报价计算未结头寸的当前盈利/亏损(交易佣金和手续费应计算在内, 如适用)。

“不可抗力事件”的定义见本文件(客户协议) A 部分第 12.1 款。

“可用保证金”指客户账户中可用于开仓或维持未结头寸的资金。可用保证金的计

**“Financial Instrument”** shall mean Contracts for Differences.

**“Floating Profit/Loss”** shall mean current profit/loss on Open Positions calculated at the current Quotes (added any Trading Commissions or fees if applicable) in CFD trading.

**“Force Majeure Event”** shall have the meaning as set out in paragraph 12.1. of PART A of this document (Client Agreement).

**“Free Margin”** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity- Necessary Margin].

**“Fund/s”** shall mean the portfolio/s created and managed by the Portfolio Manager/s in order to collect and manage PM Investment/s from PM Investor/s. Each Fund is supported by a master trading account used by the Portfolio Manager. Each Fund will have certain profiles and parameters which are set manually by the Portfolio Manager and certain statistics which are set by the Company using certain algorithms and any other information as decided by the Company from time to time.

**“Hedged Margin”** shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in CFD trading.

**“Hedged Positions”** shall mean Long and Short positions of the same size and instrument, opened on the trading account.

**“Indicative Quote”** shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in CFD trading.

**“Initial Margin”** shall mean the necessary margin required by the Company so as to open a position in CFD trading.

**“Instant Execution”** shall mean the execution method where the order of the client will be executed at the Client's requested price or will not be executed at all. In the event that the price has changed during the processing request, the client will get a requote. A requote is a notification which tells the Client that

算方式为: 净值减去必要保证金 [可用保证金 = 净值 – 必要保证金]。

“基金”指由投资组合经理创建和管理的投资组合, 目的是收集和管理PM投资者的投资组合投资。每个基金由投资组合经理使用的主交易账户支持。每个基金将拥有由投资组合经理手动设置的特定设置和参数, 以及由本公司使用特定算法和本公司不时决定的任何其他信息设置的特定统计数据。

“对冲保证金”指本公司在差价合约交易中开立并维持对冲头寸所需的必要保证金。

“对冲头寸”指交易账户中开立的数量和交易品种相同的多头和空头头寸。

“参考报价”指本公司在差价合约交易中有权不接受相应指令或不安排执行相应订单的报价。

“初始保证金”指本公司在差价合约交易中开仓所需的必要保证金。

“即时执行”指客户的订单以客户的指定价格执行或完全不执行的执行方式。如果在处理请求期间价格发生变化, 客户将收到重新报价。重新报价是一种通知, 告知客户其指定价格已不存在, 并给予客户 3 秒钟接受或拒绝新价格。如果客户接受新价格, 订单就会以新价格执行。如果客户拒绝新价格或不对重新报价作出回应, 订单将完全不会被执行。

“投资账户”指社交交易的投资者的唯一个性化账户。

“投资者”指通过复制策略提供者的策略使用本公司的社交交易服务的客户。

“投资链接”指投资组合经理与客户分享的用于邀请客户成为基金中的关联伙伴的链接。

“杠杆”指差价合约交易中的交易量与初



his/her requested price is no longer available and gives the client 3 seconds to accept or reject the new price. If they accept the new price, their order will be executed with the new price. If they reject the new price or do not respond to the requote, then the order will not be executed at all.

**“Investment Account”** shall mean the unique personalised account of the Investor for Social Trading.

**“Investor”** shall mean the Client who uses the Social Trading services of the Company by copying the Strategies of Strategy Providers.

**“Invitation Link”**: shall mean the link the Portfolio Manager will share to a Client inviting him/her to become an Associate in a Fund.

**“Leverage”** shall mean a ratio in respect of Transaction Size and Initial Margin in CFD trading. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

**“Long Position”** shall mean a buy position that appreciates in value if underlying market prices increase in CFD trading. For example in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**“Lot”** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**“Lot Size”** shall mean the number Underlying Assets in one Lot in a CFD.

**“Margin”** shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

**“Margin Call”** shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

**“Margin Level”** shall mean the percentage of Equity to Necessary Margin ratio in CFD trading. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

始保证金的比例。1:100 的比率指开仓初始保证金是交易量的百分之一。

“多头” 指在差价合约交易中买入头寸，且头寸会随着标的市场价格的上升而升值。例如，就货币对而言，买入基础货币，卖出报价货币。

“手” 指差价合约每种标的资产交易金额的指定计量单位。

“每手规模” 指在差价合约中一手包含的标的资产的数量。

“保证金” 指在差价合约交易中开仓或维持未结头寸所需的必要担保资金。

“追加保证金通知” 指本公司告知客户其账户没有足够保证金开立订单或维持未结头寸的通知。

“保证金比例” 指在差价合约交易中账户净值与必要保证金之间的比例(以百分比表示)。保证金比例的计算方式为：保证金比例 = (净值/必要保证金) × 100%。

“市价执行” 指在处理订单时按照市场当前价格执行的任何客户订单。

“市价订单” 指客户开立的、以市场价格立即买入或卖出证券的订单。也可视为客户开立订单/给予指令让本公司立即以资产的当前市场价格执行订单。

“最大偏差” 指客户通过客户终端设定的一个参数，规定了开仓和平仓时执行价格与请求价格之间的最大偏差(以点为单位)。

“必要保证金” 指本公司在差价合约交易中维持未结头寸所需的必要保证金。

“未结头寸” 指尚未平仓的任何头寸，以及未完结交易的多头或空头。pip

**“Market Execution”** shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

**“Market Order”** shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an order immediately at the present price of that asset in the market.

**“Maximum deviation”** is a parameter set by the Client on the client's terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

**“Necessary Margin”** shall mean the necessary margin required by the Company so as to maintain Open Positions in CFD trading.

**“Open Position”** shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

**“Order”** shall mean an instruction from the Client to trade in Financial Instruments.

**“Parties”** shall mean the parties to this Agreement – the Company and the Client.

**“Performance Fee”** shall mean the fee expressed in a percentage imposed by the Portfolio Manager or PM Strategy Provider for each Fund and PM Strategy.

**“Pending Order”** shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client's Order to open a position when the price of an asset reaches a certain level.

**“Personal Area”** shall mean the Client's personal page on the Company's Website.

**“Personal Performance Fee”** shall mean the amount of Performance Fee which Portfolio Manager received for each billing period after deduction of the Shared Fee paid to the Associate, which shall be calculated as per below:

Personal Performance Fee= Total Performance Fee amount from all Investments in a Fund - Shared Fee

**“订单”** 指客户发出的交易金融品种的指令。

**“协议方”** 指本协议当事方 — 本公司和客户。

**“收益佣金”** 指由投资组合经理或PM策略提供者 为每个基金和PM策略制定的以百分比形式表达的佣金。

**“挂单”** 指客户为在未来按照指定要求卖出或买入差价合约开立的订单。即客户开立订单要求在资产价格达到某一水平时开立头寸。

**“个人专区”** 指客户在本公司网站上的个人页面。

**“个人收益佣金”** 指投资组合经理在扣除支付给关联伙伴的共享佣金后每个计费周期收到的绩效费金额，计算如下：

个人收益佣金 = 基金所有投资产生的收益佣金总额 - 共享佣金

**“PM投资”**指PM投资者投资于基金或PM策略的资金。PM投资者可在一个或多个基金或PM策略中持有一个或多个PM投资。

**“PM投资者”**指本公司的投资组合管理平台通过PM投资投资基金或PM策略的客户。

**“PM策略”** 指PM策略提供者为了进行一系列交易[为投资组合管理服务 (PM投资者可用于复制和投资) 下的投资组合复制产品之目的]而开立的账户。

**“PM策略提供者”** 指根据和在遵守本公司的PM策略创建流程的情况下，通过创建其PM策略使用投资组合管理服务下的投资组合复制产品的客户。

**“政治敏感人物”**指：

A. 在过去三年中，在(i)塞舌尔；或(ii)任

**“PM Investment/s”** shall mean the money invested by the PM Investor/s in the Fund/s or PM Strategies. The PM Investor may have one or more PM Investments in one or more Funds or PM Strategies.

**“PM Investor/s”** shall mean the Client who uses the Portfolio Management platform of the Company by investing in the Fund/s or PM Strategies with PM Investments.

**“PM Strategy”** shall mean the account opened by a PM Strategy Provider to carry out a series of transactions for the purpose of Portfolio Copying product under Portfolio Management service and which is available for PM Investors to copy and invest.

**“PM Strategy Provider”** shall mean the Client who is using the Portfolio Copying product under Portfolio Management service by creating his/her PM Strategy in accordance and by complying with the Company’s PM Strategy opening procedures.

**“Politically Exposed Persons”** shall mean:

- A. an individual who is or has been, during the preceding three years, entrusted with a prominent public function in — (i) Seychelles; or (ii) any other country; or (iii) an international body or organisation. For the purpose of this paragraph, prominent public function includes heads of state, heads of government, ministers and other senior politicians, senior government or judicial officials, ambassadors and chargés d'affaires, persons appointed as honorary consuls, high-ranking officers in the armed forces, members of the Boards of Central Banks, members of the Boards of state-owned corporations; and influential political party officials.
- B. An immediate family member of a person referred to in paragraph (A) which means a spouse, a partner, that is an individual considered by his or her national law as equivalent to a spouse; children and their spouses or partners; the parents; and the siblings.
- C. Persons known to be close associates of such persons as set out under definition (A) which means: (a) any person who is known to have joint beneficial ownership of a legal

何其他国家; 或(iii)国际机构或组织受托担任或曾受托担任重大公共职能的个人。就本项而言, 重大公共职能包括国家元首、政府首脑、部长和其他高级政治人物、高级政府或司法官员、大使和临时代办、被任命为名誉领事的个人、武装部队高级官员、中央银行董事会成员、国有企业董事会成员和有影响力的政党官员。

- B. (A) 项所列人员的直系亲属, 包括: 配偶; 国家/地区法律认为等同于配偶的任何伴侣; 子女及其配偶或伴侣; 父母和兄弟姐妹。
- C. 与 (A) 项所列人员关系密切的人士, 包括: (a) 与 (A) 项所列人员共同拥有法人实体、合伙企业、信托的受益所有权的任何个人, 或与上述法人实体、合伙企业、信托存在任何其他密切商业关系的个人; (b) 法人实体、合伙企业或信托的唯一受益所有人, 且该法人实体、合伙企业或信托是为该法人实体、合伙企业或信托的利益而创建。

“投资组合管理”或“PM”指本公司通过其网站和/或任何相关移动应用程序提供的平台, 该平台赋予客户成为投资组合经理和/或PM策略提供者和/或PM投资者的能力。PM包括本公司提供的投资组合管理产品和投资组合复制产品。

“投资组合经理”指使用本公司提供的投资组合管理平台, 创建和管理基金, 邀请PM投资者投资其基金和PM策略, 并满足本公司的所有注册要求的客户。投资组合经理从PM投资者处获得业绩佣金。

“投资组合经理账户”指为收取业绩佣金而创建的交易账户。

person, partnership, trust or any other close business relations with that legal person, partnership or trust; and (b) any person who has sole beneficial ownership of a legal person, partnership or trust which is known to have been set up for the benefit of that legal person, partnership or trust.

**“Portfolio Management”** or **“PM”** shall mean the platform provided by the Company via its Website and/or any relevant mobile application/s giving the Client the ability either to become a Portfolio Manager and/or PM Strategy Provider and/ or a PM Investor. PM includes the Portfolio Management products and Portfolio Copying product offered by the Company.

**“Portfolio Manager/s”** shall mean the Client who is using the Portfolio Management platform provided by the Company by creating and managing Fund/s and inviting PM Investor/s to invest in his/her Fund/s/ and PM Strategy/ies and meet all the onboarding requirements of the Company. The Portfolio Manager/s earn Performance Fee for their services from PM Investor/s.

**“Portfolio Manager’s Account”** shall mean the trading account created for the purposes of receiving the Performance Fee.

**“Price Gap”** shall mean any difference between two prices which is bigger than one minimal price (one point) change.

**“Quote”** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

**“Quote Currency”** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**“Quotes Base”** shall mean Quotes Flow information stored on the Trading Server in CFD trading.

**“Quotes Flow”** shall mean the stream of Quotes in the Trading Platform for each CFD.

**“Referral Associate”** shall mean the Associate in a Portfolio Manager’s Fund who will receive a percentage of Portfolio Manager’s Performance Fee on the basis of the Fee Sharing Rate defined by the Portfolio Manager of Performance Fee (set in the Referral Offer),

**“价格缺口”** 指任何两个价格之间的大于一单位的最小价格(1点)的价差。

**“报价”** 指以买价和卖价的形式体现特定标的资产的当前价格的信息。

**“报价货币”** 指货币对中的第二种货币, 客户可用其交易基础货币。

**“报价数据库”** 指服务器上存储的差价合约交易的报价流信息。

**“报价流”** 指每项差价合约在交易平台上的报价流。

**“转介关联伙伴”** 指在投资组合经理的基金中根据投资组合经理为收益佣金(仅限于基金中通过关联伙伴的转介链接受关联伙伴邀请的投资者产生的佣金)设定的佣金分享率(在转介要约中指定)获得投资组合经理的一定的百分比的收益佣金的关联伙伴。

**“转介投资佣金”** 指一只基金中通过关联伙伴的转介链接受到转介关联伙伴邀请的PM投资者产生的收益佣金的金额。

**“转介要约”** 指由投资组合经理创建的用于邀请转介关联伙伴的要约。

**“转介链接”** 指转介关联伙伴分享并用于邀请投资者加入投资组合经理的基金的链接。

**“服务”** 指本公司向客户提供的服务, 如本协议 A 部分第 4 条所示。

**“分享佣金”** 指投资组合经理根据设定的佣金分享率(投资组合经理与关联伙伴分享收益佣金的百分比)。分享佣金有两种类型: a. 关联转介分享佣金和 b. 关联附属分享佣金。

**“空头”** 指在差价合约交易中卖出头寸, 且卖出头寸会随着标的市场价格下降而升值。例如, 就货币对而言, 卖出基础货币



generated in a Fund only by PM Investors invited by Associate via the Associate's referral link, as part of the Referral offer.

**"Referred Investment Fee"** shall mean an amount of Performance Fee generated in a Fund only by PM Investors invited by Referral Associate (via the Associate's referral link) within a particular Referral Offer.

**"Referral Offer"** shall mean the offer/s created by the Portfolio Manager to invite the Referral Associate.

**"Referral Link"** shall mean the link the Referral Associate will share to invite Investors to the Portfolio Manager's Fund.

**"Services"** shall mean the services provided by the Company to the Client as set out in paragraph 4 of PART A hereunder.

**"Shared Fee"** shall mean the amount that a Portfolio Manager pays to an Associate based on the set Fee Sharing Rate at which Portfolio Manager shares its' Performance Fee with the Associate.

**"Short Position"** shall mean a sell position that appreciates in value if Underlying Market prices fall in CFD trading. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

**"Slippage"** shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

**"Social Trading"** shall mean the service provided by the Company via its Website and/or mobile application giving the Client the ability either to become an Investor and start copying strategies of Strategy Providers or become a Strategy Provider and create investment strategy/ies (Strategy/ies) and attract Investors to follow such Strategy/ies.

, 买入报价货币。空头与多头相反。

**"滑点"**指差价合约交易的指定价格和该交易的执行价格之间的差额。产生滑点的情况通常包括:价格波动性较高(由于发布重大新闻等原因)导致无法执行特定价格的订单;使用市价订单和挂单;执行大额订单,而在期望的价位上可能没有足够的流动性维持预期的交易价格;滑点一般在市价执行中出现,如果设置了最大偏差,也可能在即时执行中出现。

**"社交交易"**指本公司通过其网站和/或手机应用程序提供的,让客户成为投资者并开始复制策略提供者的策略,或成为策略提供者并创建投资策略、吸引投资者跟随其策略的服务。

**"社交交易周期"**

a) 指从创建某一策略开始到其在同一自然月的最后一个星期五的协调世界时(UTC+0) 23: 59: 59 结束的一段时间;或

b) 每个自然月的最后一个星期五的世界协调时(UTC+0) 23:59:59 之后的每一个周期

**"点差"**指买价和卖价之间的差额。

**"策略"**指由策略提供者开立并用于进行一系列以社交交易为目的的交易的账户,且可供投资者复制并投资。

**"策略提供者"**指依照且遵守本公司的策略创建程序,通过创建策略使用社交交易服务的客户。

**"隔夜利息或过夜利息"**指在差价合约交易中因隔夜持有未结头寸而增加或减少的利息。

**"总基金费用"**指一只基金中产生的所有的收益佣金的金额。

**"交易佣金"**指为所提供服务收取的手续



**“Social Trading Period”** shall mean:

- a) the period commencing at the creation of a Strategy and ending at the last Friday of the same calendar month at 23: 59: 59 UTC+0 or
- b) Each subsequent period which succeeds the last Friday of each calendar month at 23:59:59 UTC+0

**“Spread”** shall mean the difference between Ask and Bid.

**“Strategy”** shall mean the account opened by a Strategy Provider to carry out a series of transactions for the purpose of Social Trading and which is available for Investors to copy and invest.

**“Strategy Provider”** shall mean the Client who is using the Social Trading service by creating his/her Strategy in accordance and by complying with the Company’s Strategy opening procedures.

**“Swap or Rollover”** shall mean the interest added or deducted for holding a position open overnight in CFD trading.

**“Total Fund Fee”** shall mean an amount of all Performance Fee generated in a Fund.

**“Trading Commission”** shall mean a fee charged for providing the Service.

**“Trading Platform”** shall mean the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Trading Server and the Client Terminal.

**“Trading Server”** shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading Server is used to arrange for the execution of the Client’s

费。

**“交易平台”** 指本公司的在线交易系统, 包括所有计算机设备、软件、数据库、电信硬件、提供实时报价的所有程序和技术设施。交易平台用于帮助客户获取实时市场信息、对市场进行技术分析、执行交易、开立和删除订单、接收本公司通知、记录交易以及计算客户和本公司之间的所有相互义务。交易平台由服务器和客户终端组成。

**“交易服务器”**指交易平台的软件服务器端, 以及任何平台交易工具, 包括(但不限于)网页版和移动版交易工具。交易服务器用于安排执行客户的订单或指令或请求, 以实时模式提供交易信息和客户交易活动的历史信息(内容由公司定义), 考虑到客户与公司双方责任的履行。

**“移动止损单”** 指 MetaQuotes 终端 MT4 或 MT5 上的一个工具。移动止损只可在未结头寸中使用, 可在客户终端设置和运行。每一个未结头寸只可设置一个移动止损。设置移动止损后, 新报价到来时, 客户终端即会查看未结头寸是否盈利。只要利润点等于或高于某一特定水平, 即会自动发出指令设定止损单。订单价位根据指定的距离设置在距当前价位一定距离的位置。如果价格向更有利的方向发展, 移动止损将让止损价位自动跟随价格移动; 但如果当前头寸盈利下降, 订单将不再变更。每一次止损订单自动变更后, 即会在客户终端日志里记录。

**“交易”** 指根据本协议代表客户执行的任何差价合约订单。

**“交易量”** 指差价合约交易中的每手规模乘以手数。

**“标的资产”** 指差价合约的标的资产, 包括货币对、金属、期货、商品、指数、股票、

Orders or instructions or requests, to provide trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

**“Trailing Stop”** shall mean a tool in MetaQuotes Terminals MT4 or MT5. Trailing Stop is always attached to an Open Position and could be set and works in Client Terminal. Only one Trailing Stop can be set for each Open Position. After the Trailing Stop has been set, at incoming of new Quotes, the Client Terminal checks whether the Open Position is profitable. As soon as profit in pips becomes equal to or higher than the specified level, command to place the Stop Loss Order will be given automatically. The Order level is set at the specified distance from the current price. If price changes in the more profitable direction, Trailing Stop will make the Stop Loss level follow the price automatically, but if profitability of the position falls, the order will not be modified anymore. After each automatic Stop Loss order modification, a record will be made in the Client Terminal journal.

**“Transaction”** shall mean any CFD Order that has been executed on behalf of the Client under this Agreement.

**“Transaction Size”** shall mean Lot Size multiplied by the number of Lots in CFD trading.

**“Underlying Asset”** shall mean the underlying asset in a CFD which may be Currency Pairs, Metals, Futures, Commodities, Indices, Stocks, Cryptocurrencies or any other asset according to the Company’s discretion from time to time.

**“Underlying Market”** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**“Wallet”** shall mean the personal account of the PM Investor under Portfolio Management.

**“Website”** shall mean the Company’s website at <https://www.exness.com> or such other website as the Company may maintain from time to time.

**“Written Notice”** shall mean any notice or communication given either via the Trading Platform and/or internal mail, and/or email, and/or facsimile transmission, and/or post, and/or commercial courier

加密数字货币或任何其他资产，由本公司不时决定。

**“标的市场”** 指差价合约标的资产的交易市场。

**“钱包”** 指投资组合管理下的PM投资者的个人账户。

**“网站”** 指本公司网站 [www.exness.com](http://www.exness.com) 以及本公司可能不时维持的其他此类网站。

**“书面通知”** 是指通过交易平台和/或内部邮件和/或电子邮件和/或传真传输和/或邮寄和/或商业快递服务发出的任何通知或通讯 和/或航空邮件和/或公司网站以及通过客户的个人专区发出的任何通知或通信。

**2.2** 在服务协议中，单数形式的词语包括其复数意思，反之亦然；阳性词语包括其阴性意思，反之亦然；提到人时，包括公司、合伙企业、其他非法人机构和任何其他法人实体，反之亦然。

**2.3** 服务协议条款标题仅供参考。

**2.4** 在服务协议中提到某项法律和/或法规和/或规定时，指该法律和/或法规和/或规定不时的修订、更改、增补、合并或重新颁布版本，以及根据其发出的、重新颁布或修改其规定的任何指示、指令、法律文书或命令。

service, and/or air mail and/or to the Company's Website, as well through the Client's Personal Area.

**2.2** In the Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

**2.3** Paragraph headings in the Agreement are for ease of reference only.

**2.4** Any reference in the Agreement to any act and/or regulation and/or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

### 3. Client Acceptance and Due Diligence

**3.1** It is understood that the Company may not accept the Client as its client, and hence refuse to open a Client Account for him and/or refuse to accept any money from him and/or refuse to allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied. Furthermore the Company retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

**3.2** The Client upon accepting the documents found on the Company's website which set out the terms upon which the Company will offer Services and has fully satisfied the Company's required identification documentation requirements and been verified, may deposit any amount and in any currency as defined and accepted by the Company from time to time and start trading. The Company reserves the right to define at its absolute discretion and at any time the required identification documentation, the minimum and maximum amount of deposit(s) as well as the time period in which the Client must fully satisfy the Company's required identification documentation requirements and any other relevant ad-hoc request. In this respect, the Client shall be notified with a Written Notice. In the event that, the Client does not fully satisfy the Company's required identification documentation requirements within the time period set by the Company, the Company reserves the right to return any funds deposited back to their origin and impose restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or to proceed to any other action

### 3. 接受客户及尽职调查

**3.1** 客户理解, 在客户正确、完整填写并提交开户申请表和所有必要的身份验证文件, 并通过本公司所有内部检查(包括但不限于反洗钱检查、适当性测试和身份验证程序)之前, 本公司不会接纳其为本公司客户, 因此拒绝为其开立客户账户和/或拒绝接受其任何资金和/或拒绝其开始交易。此外, 在与客户的业务关系存续期间, 作为持续监控客户活动的一部分, 本公司有权随时要求客户提供本公司认为必要的任何其他文件和/或信息。客户还理解, 本公司有权对居住在某些国家/地区的客户实施额外的尽职调查要求。

**3.2** 在接受本公司网站上列出的本公司提供服务所依据的条款文件以及完全满足本公司的身份文件要求并完成验证后, 客户即可以任何本公司不时决定和接受的货币为单位的任意金额, 然后开始交易。本公司有权随时自行决定要求的身份文件、入金的最大和最小限额、客户必须完全满足本公司身份验证文件要求的时限, 以及任何其他临时要求。如出现上述情形, 将以书面形式通知客户。如果客户未能在本公司规定的时限内完全满足本公司的身份验证文件要求, 本公司有权将任何存入资金原路退回, 并限制客户账户操作(包括但不限于限制进一步存入资金)和/或立即终止与客户的业务关系并关闭客户账户和/或采取任何其他本公司认为必要的行动。

deemed necessary.

## 4. Services

**4.1** Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:

- A. Receive and transmit Orders of the Client in CFDs.
- B. Execute Client Orders in CFDs.
- C. Provide safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.
- D. Provide foreign currency services provided they are associated with the provision of the reception and transmission service of paragraph 4.1. (A) and (B) of PART A of this document.

## 4. 服务

**4.1** 在客户持续履行其在服务协议项下义务的前提下，本公司有权自行决定向客户提供以下服务：

- A. 接收和传输客户的差价合约订单。
- B. 执行客户的差价合约订单。
- C. 为客户账户提供金融品种保管和管理(如适用)服务，包括托管和现金/抵押品管理等相关服务。
- D. 提供与本文件 A 部分第 4.1. (A) 款所述接收和传输服务以及第 4.1. (B) 款所述服务相关的外币服务。



## 5. Advice and Provision of Information

**5.1** The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in CFDs or the Underlying Markets. The Client alone will enter into Transactions and take relevant decisions based on his own judgment. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. In the event the Client wishes to proceed further regardless of the level of the suitability of the products traded under this Agreement, and enter into any Transaction with the Company, the Company assumes no fiduciary duty in its relations with the Client.

**5.2** The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

**5.3** The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, training/educational material, news, market commentary or other information but not as a Service. Where it does so:

- A. The Company will not be responsible for such information;
- B. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Order and/or Transaction;

## 5. 建议和提供信息

**5.1** 本公司不会就特定交易的优劣向客户提供建议, 也不会向客户提供任何形式的投资建议。客户承认, 本公司提供的服务不包括提供关于差价合约或标的市场的投资建议。客户须自行开展交易, 并自行判断做出相关决定。在要求本公司执行任何交易时, 客户保证其已自行对交易风险进行独立评估和调查。客户声明, 其拥有足够的知识, 充分了解市场, 已获取足够的专业建议和经验, 能够自行评估任何交易的优劣和风险。如果无论本协议下的交易产品的合适程度如何, 客户希望继续与本公司进行交易, 本公司在与客户的关系中不承担任何信义义务。

**5.2** 本公司没有任何义务向客户提供与任何交易相关的任何法律、税务或其他建议。如果客户对自己是否可能产生税务责任有疑问, 应寻求独立的专家建议。本公司特此提醒客户, 税法可能会随时发生变化。

**5.3** 本公司有权不时自行决定向客户提供资讯、培训/教育类材料、新闻、市场评论或其他信息(或通过发布到本公司网站上的新闻简报提供这些信息, 或通过本公司网站、交易平台或其他方式向订阅用户提供), 但这些不属于本公司的服务内容。如本公司提供此类信息, 客户应注意:

- A. 本公司不对这些信息负责;
- B. 本公司不对这些信息的准确性、正确性或完整性或任何相关订单和/或交易的税务或法律后果提供任何陈述、保证或担保;
- C. 提供此类信息仅供参考之用, 旨在帮助客户做出独立的投资决策, 不构成对客户的投资建议或主动向客户推销

- C. This information is provided solely for informational purposes, in order to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- D. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- E. The Client accepts that prior to despatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

**5.4** It is understood that training/educational material, market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

金融产品或服务；

- D. 如果此类信息中规定禁止向某人或某类人提供或分发信息，客户同意不会将信息提供给此人或此类人；
- E. 客户确认，本公司在提供此类信息之前，可能已经基于这些信息采取了某些措施。对于客户收到此类信息的时间，本公司不作任何保证，也不保证客户会和其他客户同时收到这些信息。

**5.4** 客户理解，本公司提供的培训/教育类材料、市场评论、新闻或其他信息可能会发生变化，也可能在不经通知的情况下随时被撤回。

## 6. Costs and Taxes

**6.1** The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of charges to the Company (the “Costs”). Costs to the Company are set out in the Company’s Website and/or on the Client’s Personal Area and/or are communicated to the Client through other means. Costs related to trading operations under the Agreement, may be charged at the opening and/or during the lifetime and/or upon the closing of such trading operations.

**6.2** When placing Orders in CFDs, the related Costs may appear relative to the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated in this case.

**6.3** The Company may vary its Costs from time to time. The Company will send a Written Notice to the Client informing of any changes before they come into effect and the latter shall be free to dissolve the contract immediately. In the event that such change is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the latter is free to dissolve the contract immediately.

**6.4** When providing a Service to a Client, the Company may pay or receive fees, commissions or other monetary or non-monetary benefits to, or from third parties as far as permissible under Applicable Regulations. The Company will provide information on such benefits to the Client if required under Applicable Regulations.

**6.5** The Company will not act as tax agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

**6.6** The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the

## 6. 费用和税费

**6.1** 客户在服务协议项下享受服务以及开展交易和非交易操作须向本公司支付费用(“费用”)。本公司收取的费用详情可在本公司的网站和/或客户的个人专区查看, 和/或通过其他方式转达客户。本服务协议下与交易操作相关的费用可在该交易操作开始之时和/或进行之时和/或关闭之时收取。

**6.2** 在开立差价合约订单时, 相关费用可能会与差价合约的价值相较显示。因此, 客户应当了解这种情况下费用的计算方式。

**6.3** 本公司可能会不时更改收取的费用。在更改生效前, 本公司会向客户发送书面通知告知任何更改, 客户可以立即解除合约。如果费用更改是由于利率或税收待遇发生变化, 或者有其他正当理由, 本公司有权在不事先通知客户的情况下做出更改, 前提是本公司尽早通知客户且客户可以立即解除合约。

**6.4** 在向客户提供服务时, 本公司可能向第三方支付或收取适用管理规定允许的手续费、佣金或其他金钱或非金钱利益。如果适用管理规定要求, 本公司将向客户提供有关此类利益的信息。

**6.5** 本公司不是客户的税务代理。客户应自行负责向任何相关机构(无论是政府机构还是其他机构)提交所有与任何交易相关的资料、纳税申报单和报告, 并缴纳因任何交易产生的或与其相关的所有税费(包括但不限于任何转让税或增值税)。

**6.6** 客户承诺缴纳与本协议以及执行本协议项下交易所需的任何文件相关的所有印花税费。

**6.7** 本公司可能对客户存入/提取资金操

transactions under this Agreement.

**6.7** The Company may charge the Client for carrying out operations to pay in/withdraw funds. The amount of charge for paying in/ withdrawal of funds depends on factors such as the transaction sum, the type of transaction, the transaction currency, the system of payment etc.

**6.8** The Trading Commission and/or the Spreads and/or any other applicable Costs for performing trading operations in Market Maker Accounts are shown on the Company's official website in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.

作收取费用。就存入资金/提出资金收取的费用金额取决于交易金额、交易类型、交易货币、支付系统等因素。

**6.8** 关于本公司对做市商账户交易操作收取的交易佣金费率, 请参见本公司官方网站的合约细则。

## 7. Communications and Written Notices

**7.1** Unless the contrary is specifically provided in this Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in Seychelles, or airmail if posted outside Seychelles, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

**Exness (SC) Ltd**

**Postal Address:** F20, 1st Floor, Eden Plaza, Eden Island Seychelles

**Email:** support@exness.com

**7.2** In order to communicate with the Client, the Company may use any of the following methods, as determined in its sole discretion:

- A. Trading Platform internal mail and/or Client Terminal;
- B. Email;
- C. Facsimile transmission;
- D. Telephone;
- E. Post;
- F. Commercial courier service;
- G. Air mail;
- H. The Company's Website;
- I. Personal Area;
- J. Video calls

**7.3** Any communications sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

## 7. 通信和书面通知

**7.1** 除非本协议中有明确相反规定, 否则根据服务协议, 客户向本公司发出的任何通知、指令、请求或其他通信均应采用书面形式, 并应通过电子邮件、传真、邮寄(在塞舌尔境内)或航空邮件(在塞舌尔境外)或商业快递服务发送至本公司以下地址(或本公司为此目的可能不时告知客户的任何其他地址), 且仅当本公司实际收到时, 才视为已送达:

Exness (SC) Ltd

邮寄地址: 塞舌尔伊甸岛伊甸广场 1 楼  
F20 (F20, 1st Floor, Eden Plaza, Eden Island Seychelles)

电子邮箱: support@exness.com

**7.2** 本公司可使用以下任何由本公司自行决定的方式与客户沟通, :

- A. 交易平台内部邮件和/或客户终端;
- B. 电子邮件;
- C. 传真;
- D. 电话;
- E. 邮寄;
- F. 商业快递服务;
- G. 航空邮件;
- H. 本公司网站;
- I. 个人专区;
- J. 视频通话

**7.3** 本公司向客户发送的任何通信(文件、通知、确认函、声明等)在以下时间视为送达:

- A. 如果通过交易平台内部邮件和/或客



- A. If sent by Trading Platform internal mail and/or through Client Terminal, immediately after sending it;
- B. If sent by email, within one hour after emailing it;
- C. If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the business hours at its destination.
- D. If sent by telephone, once the telephone conversation has been finished;
- E. If sent by post, seven (7) calendar days after posting it;
- F. If sent via commercial courier service, at the date of signing of the document on receipt of such notice;
- G. If sent by air mail, five (5) Business Days after the date of their dispatch;
- H. If posted on the Company Webpage, within one hour after it has been posted;
- I. If posted on the Personal Area, immediately once posted.

**7.4** In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

**7.5** Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

**7.6** All transactions and correspondence made of any form (i.e. via telephone, video conferencing, telefax, email or by use of other electronic communication means) between the Company and the Client may be recorded. Such records will be retained in physical records or/and in a digital format for a period as may be prescribed by the Applicable Regulations. The recording of our communication may be made with or without the use of a spoken warning, tone, or similar notification to the Client. The Company's recordings shall be and remain sole property of the Company

户终端发送, 发送后立即视为送达;

- B. 如通过电子邮件发送, 在发送后一小时内视为送达;
- C. 如通过传真发送, 在发送方传真机收到发送报告, 确认接收方传真机在其目的地于营业时间内收到了该信息时视为送达。
- D. 如通过电话发送, 在电话交谈结束后立刻视为送达;
- E. 如通过邮寄发送, 在邮寄后七(7)个日历日视为送达;
- F. 如通过商业快递服务发送, 在通知签收日期视为送达;
- G. 如通过航空邮件发送, 在发送日期后五(5)个工作日视为送达;
- H. 如在本公司网站发布, 在发布后一小时视为送达;
- I. 如在个人专区发布, 在发布后立刻视为送达。

**7.4** 与客户沟通时, 本公司将使用客户在开立账户时提供或之后更新的联系方式。因此, 如果客户联系方式有任何变化, 客户有义务立即通知本公司。

**7.5** 本公司可对收到的传真文件进行电子扫描, 通过扫描复制的文件构成传真指令的确凿证据。

**7.6** 公司与客户之间的所有交易和任何形式的通信(如电话, 视频会议, 传真, 电子邮件或其他电子通信手段)可能会被记录。此等记录将以实物记录或/及数码形式保留, 并按适用法规规定的期限保存。我们的通信记录可以使用或不使用口头警告, 提示音或类似的针对客户的通知。公司的录音应仅为并仅保持为公司的财产, 并应被客户接受为所记录的订单, 指示或对话的确凿证据。客户同意本公司可应要求向任何法院、仲裁机构、独立审计机构、主管当局或执法当局提供此类

and shall be accepted by the Client as conclusive evidence of the orders, instructions or conversations so recorded. The Client agrees that the Company may deliver copies or transcripts of such recordings to any court, arbitrator, independent auditor, Competent Authority or law enforcement authority, upon request.

**7.7** The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client using any of the methods mentioned in paragraph 7.2 of PART A of this document.

录音的副本或抄写本。

**7.7** 客户同意, 为了执行服务协议条款, 本公司有权随时通过本文件 A 部分第 7.2 条中所述的任何方式直接联系客户。

## 8. Confidentiality, Personal Data, Records

**8.1** The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third party authentication service providers, other financial institutions and any other providers of registers.

**8.2** Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose, other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes and as provided for under paragraph 8.3. under PART A of this document. Certain data (including personal data) might be used by the Company to diagnose or fix technology problems, security issues and vulnerabilities and disclosed to a third party. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

**8.3** The Client agrees that, the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:

- A. Where required by law or a competent court;
- B. Where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- C. To relevant authorities to investigate suspicion of, or prevent fraud, money laundering or other illegal activity;
- D. To execution venues or any third party as necessary to carry out Client instructions or Orders and for purposes ancillary to the provision of the Services;
- E. To credit reference and fraud prevention agencies, third authentication service providers

## 8. 保密、个人数据和记录

**8.1** 本公司可直接从客户(通过客户填写的开户申请表或其他材料)或通过其他人收集客户信息,包括但不限于征信机构、预防欺诈机构、第三方验证服务提供商、其他金融机构和任何其他登记提供商。

**8.2** 本公司将持有的客户信息视为保密信息,除了用于提供、管理和改进服务、研究和统计、营销以及本文件 A 部分第 8.3 款规定的情形外,本公司不会使用这些信息。某些数据(包括个人数据)可能会被公司用于诊断或修复技术问题、安全问题和漏洞,并披露给第三方。已经公开的信息或本公司已经拥有且没有保密义务的信息不被视为保密信息。

**8.3** 客户同意,在以下情况下,本公司有权在必要范围内披露客户信息(包括机密性质的记录和文件、银行卡信息、个人信息):

- A. 法律或拥有管辖权的法院要求披露;
- B. 银行、支付服务提供商、对本公司、客户或各自关联方拥有管理权或管辖权的监管/监督机构或本公司客户所在区域的监管/监督机构要求披露;
- C. 为调查或防范欺诈、洗钱或其他非法活动及其可能,而向有关当局披露;
- D. 在必要时向执行场所或任何第三方披露,以执行客户指示或订单以及满足提供服务的相关要求;
- E. 向征信和预防欺诈机构、第三验证服务提供商和其他金融机构/经纪商披露,以进行征信查询、预防欺诈、反洗钱、验证身份或对客户进行尽职调查。这些机构进行上述活动时可能会根据他们可以访问的任何数据库(公共或私人)中的详细信息,审核客

and other financial institutions/brokers for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, these agencies/parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

- F. To the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- G. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- H. Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- I. To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;
- J. In relation to the Company's vulnerabilities disclosure program;
- K. Where necessary in order for the Company to defend or exercise its legal rights;
- L. At the Client's request or with the Client's consent;
- M. To an Affiliate of the Company;
- N. To successors or assignees or transferees or buyers, with five (5) Business Days prior Written Notice to the Client, for the purposes of

户提供的信息。

- F. 向本公司的专业顾问披露, 前提是每次披露时均须将此类信息的保密性质告知相关专业人士, 且他们将履行本协议下的保密义务;
- G. 仅限于必要范围内, 向创建、维护或处理数据库(无论是否是电子数据库)、提供记录保存服务、电子邮件传输服务、消息服务或类似服务的其他服务提供商披露, 以便他们帮助本公司收集、存储、处理和使用客户信息、与客户联系或改进在本协议项下提供的服务;
- H. 仅限于必要范围内, 为进行统计而向其他服务提供商披露, 以改善本公司的营销。在这种情况下, 数据将以汇总方式提供;
- I. 向提供电话或电子邮件调查的市场研究呼叫中心披露, 以改善本公司的服务;
- J. 关于公司的漏洞披露计划;
- K. 必要时, 为保护和行使本公司的法定权利而披露;
- L. 应客户请求或经客户同意披露;
- M. 向本公司的关联方披露;
- N. 出于本文件 A 部分第 19.2 款所述目的, 向继承人、后继人、受让人或买家披露, 在此情况下, 本公司将提前五(5)个工作日向客户发送书面通知。

**8.4 关于客户的个人数据和其他非公开类客户数据**分别在《隐私政策》和《保密政策》中进行说明, 这两项政策均可以在本公司的网站上查阅。



EXNESS (SC) LTD (FSA License Number SD025),  
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paragraph 19.2 under PART A of this document).

**8.4** Clients' rights regarding their personal data and other non-public client data are described at the Privacy Policy and Confidentiality Policy respectively, both available on the Company's website.



## 9. Amendments

**9.1** The Company may upgrade the Personal Area and/or the Client Account and/or the Trading Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change.

**9.2** Unless provided differently elsewhere in the present document, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately and without notice.

**9.3** Unless provided differently, the Company may change any document which is part of the Agreement, except the present document, without prior notice to the Client.

**9.4** This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

## 9. 修订

**9.1** 本着有利于客户的原则, 在不增加客户费用的前提下, 本公司会对个人专区和/或客户账户和/或交易平台进行升级或改进向客户提供的服务。

**9.2** 除非本文件另有规定, 否则本公司有权随时在至少提前五(5)个工作日书面通知客户后, 修改客户协议的条款。任何修订将在通知中指定的日期生效。客户同意, 根据最新法律或法规做出的修订, 在必要时可在无事先通知的情况下立即生效。

**9.3** 除非另有规定, 否则本公司有权在不事先通知客户的情况下, 修改除本文件之外构成服务协议的任何文件。

**9.4** 本协议替代任何先前的书面或口头通信或理解。我们或随时修改本协议的条款。本文件的任何最新版本应当取代所有先前的版本。

## 10. Termination

**10.1** Each Party may terminate this Agreement by giving at least five (5) Business Days Written Notice to the other Party.

**10.2** The Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 11.1. of PART A of this document.

**10.3** Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.

**10.4** Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

- A. All outstanding Costs and any other amounts payable to the Company;
- B. Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- C. Any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- D. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- E. Any damages which arose during the arrangement or settlement of pending obligations.

**10.5** Once notice of termination of this Agreement is sent or upon termination the following shall apply:

- A. The Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current Quotes;

## 10. 终止

**10.1** 任何一方均可在至少提前五 (5) 个工作日书面通知对方后终止本协议。

**10.2** 如有正当理由, 例如发生本文件 A 部分第 11.1 款所述的客户违约事件, 本公司可以立即终止本协议, 无需事先通知客户。

**10.3** 任何一方终止服务协议不会影响其在服务协议项下已经产生的与任何未结头寸相关的任何义务或任何法定权利或义务, 也不会影响在服务协议项下进行的任何交易和存入资金/提出资金操作。

**10.4** 本协议终止后, 客户应向本公司支付的所有款项立即到期应付, 包括(但不限于):

- A. 所有未付费用和应付给本公司的任何其他款项;
- B. 因终止服务协议而产生的任何处理费用, 以及因将客户投资转移到另一家投资公司而产生的费用;
- C. 在结束任何交易、结算或清偿本公司代表客户承担的未偿债务时发生的任何损失和费用;
- D. 本公司因服务协议终止而产生或将产生的收费和额外费用;
- E. 在处理和解决未偿债务期间产生的任何损害。

**10.5** 在发出终止本协议的通知或终止本协议后, 以下条款应适用:

- A. 客户有义务将所有未结头寸平仓。否则, 在本协议终止时, 本公司将以当前报价将所有未结头寸平仓;
- B. 本公司有权终止客户访问交易平台的权限, 或限制客户使用交易平台

- B. The Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- C. The Company will be entitled to refuse to open new positions for the Client;
- D. The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

**10.6** Upon Termination any or all the following may apply:

- A. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;
- B. The Company has the right to close the Client Account(s);
- C. The Company has the right to convert any currency;
- D. The Company has the right to close out the Client's Open Positions at current Quotes;
- E. In absence of In absence of a pending due diligence query/request, illegal activity, fraud or abuse or suspected illegal activity of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third

的功能;

- C. 本公司有权拒绝为客户开立新仓位;
- D. 本公司有权拒绝客户从账户提出资金的请求, 并保留在必要时扣留客户资金的权利。扣留资金将用于对已开立仓位的平仓和/或偿还客户在服务协议下的任何未偿债务。

**10.6** 服务协议终止后, 以下条款将适用:

- A. 本公司有权合并客户账户及账户余额, 并使用这些余额抵销客户对本公司的义务;
- B. 本公司有权关闭客户账户;
- C. 本公司有权兑换任何货币;
- D. 本公司有权以当前报价将客户的未结头寸平仓;
- E. 在客户没有待执行的尽职调查查询/请求、从事或涉嫌从事非法活动、诈骗或滥用, 且相关管理机构没有发出任何指令的情况下, 如果客户账户中存在归属于客户的余额, 本公司将(在扣留本公司自行认为适当的金额以支付客户未来对本公司的义务后)尽快向客户支付该余额, 并向客户出具余额明细单。在适当的情况下, 本公司还将指示指定人或/和托管人支付任何适用金额。这些资金将根据客户指令支付给客户。客户理解, 本公司只会向以客户的名义开立的账户付款。本公司有权自行决定拒绝向第三方付款。

party payments.

## 11. Default

**11.1** Each of the following constitutes an “Event of Default”:

- A. The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- B. The failure of the Client to perform any obligation due to the Company including but not limited to the obligation of the Client to submit any identification documentation and/or any other information required by the Company, and/or satisfy any other request for KYC verification, including but not limited to video call verification, and as determined in the Company’s sole discretion;
- C. If an application is made in respect of the Client pursuant to the Seychelles’ bankruptcy laws or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client’s creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- D. The Client is unable to pay the Client’s debts when they fall due;
- E. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- F. Where any representation or warranty made by the Client in paragraph 14 of PART A of this document is, or becomes untrue;
- G. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 11.2 of PART A of this document;
- H. An action set out in paragraph 11.2 of PART A of this document is required by a competent regulatory authority or body or court;
- I. The Client involves the Company in any type of

## 11. 违约

**11.1** 下列行为均构成“违约事件”:

- A. 客户未提供任何初始保证金和/或对冲保证金, 或服务协议下的其他到期金额;
- B. 客户未履行对本公司的义务, 包括但不限于未提交任何身份验证文件和/或任何其他本公司要求提供的文件, 和/或未能满足任何其他KYC验证请求, 包括但不限于视频电话验证和其他本公司自行决定的任何要求;
- C. 如客户是个人, 有人根据塞舌尔破产法律或者其他司法管辖区的同等法律提出了客户破产申请; 如客户是合伙企业, 有人根据塞舌尔破产法律或者其他司法管辖区的同等法律提出了一位或多位合伙人的破产申请; 如客户是公司, 客户被任命了接管人、托管人、行政接管人或类似官员; 客户与其债权人达成债务安排或和解; 发起了与上述任何一项类似的针对客户的程序。
- D. 客户无力偿还到期债务;
- E. 客户(客户为个人)死亡或被宣布神志失常或精神不正常;
- F. 客户在本文件 A 部分第 14 条中做出的任何陈述或保证不真实;
- G. 本公司合理认为有必要或适合采取本文件 A 部分第 11.2 款中规定的任何措施的其他情形;
- H. 主管监管机构或法院要求采取本文件 A 部分第 11.2 款中规定的措施;
- I. 客户致使本公司卷入任何欺诈或非法行为或引起此等风险, 是否存在此风

fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;

- J. In cases of material violation by the Client of the requirements established by legislation of Seychelles or other countries, such materiality determined in good faith by the Company;
- K. If the Company suspects that the Client is engaged into money laundering activities and/or terrorist financing and/or in any other criminal activities or for any other cases where the Client may involve the Company in any type of fraud or illegality and/or in any activity considered suspicious by the Company.
- L. If the Company suspects that Client is engaged in fraudulent and/ or illegal and/or abnormal activities or doubtful operations as further defined in the General Business Terms, and/or any other activities considered suspicious at the Company's discretion.
- M. If the Company has reason to suspect that the Client is involved in any kind of credit/debit card fraud including the situation where for any reason a claim, dispute, and/or chargeback is received by any payment service provider and/or method.
- N. If the Client infringes and/or violates any internal policies and procedures of the Company in relation to any Event of Default.
- O. If the Company suspects that the Client has carried out trading:
  - (a) which can be characterized as excessive and/or without legitimate intent and/or in bad faith, in order to profit while taking on minimal or no risk;
  - (b) while relying on price latency and/or arbitrage opportunities/or incorrect or inefficient pricing;
  - (c) which can be considered in the Company's sole discretion as market abuse and/or market manipulation and/or fraudulent activity and/or inside information and/or prohibited trading techniques;

险由本公司基于诚信原则确定;

- J. 客户严重违反塞舌尔或其他国家/地区的法律规定, 是否严重违反由本公司基于诚信原则确定;
- K. 本公司怀疑客户参与洗钱和/或恐怖主义融资和/或任何其他犯罪活动, 或因任何其他原因客户可能使本公司卷入任何类型的欺诈或非法行为和/或任何本公司视为可疑的活动。
- L. 如果本公司怀疑客户参与欺诈和/或非法和/或异常活动或《一般业务条款》进一步定义的可疑操作和/或任何其他本公司认为可疑的活动。
- M. 如果本公司有理由怀疑客户参与任何信用/借记卡欺诈, 包括以任何理由和/或任何方式让任何支付服务提供商收到索赔、争议和/或返还费用。
- N. 如客户违反和/或违背任何本公司与违约事件相关的内部政策和程序。
- O. 如果客户进行交易, 且:
  - (a) 本公司怀疑其交易行为可被定性为过度和/或无合法意图和/或恶意的, 以便在承担最低或无风险的情况下获利;
  - (b) 本公司怀疑客户同时依靠价格延迟和/或套利机会和/或不正确或无效率的定价;
  - (c) 本公司怀疑其交易行为可被本公司自行认定为滥用市场和/或操纵市场和/或欺诈活动和/或使用内部信息和/或被禁止的交易技术;
  - (d) 且本公司怀疑交易是在不正常的市场/交易条件下进行。
- P. 任何为保护本公司或所有或任何本公司的客户, 本公司根据第11.2条采



(d) during abnormal market/trading conditions.

P. For any other circumstance where Company reasonably believes that it is necessary or desirable to take any action in accordance with clause 11.2 to protect the Company's or all or any of its' clients.

Q. If the Company suspects that Client shares any personal data and/or personal information in breach of the Company's privacy policies and/or this Agreement and/or the Personal Data Sharing Disclaimer.

**11.2** If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- A. Temporarily block the Client Account and/or accounts of another Client which the Company considers to be involved in suspicious activity, until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;
- B. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;
- C. The Company has the right to close the Client Account(s);
- D. The Company has the right to convert any currency;
- E. The Company has the right to close out the Client's Open Positions at current Quotes;
- F. Terminate this Agreement without notice to the Client.
- G. Limit and/or restrict and/or ban any deposit payment methods available for the Client from time to time.

取任何本公司认为必要或有利的行动的情况。

Q. 如果本公司怀疑客户共享任何个人资料和/或个人信息违反了公司的《隐私政策》和/或本协议和/或《个人资料共享免责声明》。

**11.2** 发生违约事件时, 本公司有权在不事先书面通知客户的情况下, 随时自行决定采取以下一项或多项措施:

- A. 临时冻结客户的账户和/或本公司认为参与可疑活动的其他客户的账户, 直至本公司认定是否发生了违约事件。调查违约事件时, 本公司有权要求客户提供各种文件, 且客户有义务提供这些文件;
- B. 本公司有权合并客户账户及账户余额, 并使用这些余额抵销客户对本公司的义务;
- C. 本公司有权关闭客户账户;
- D. 本公司有权兑换任何货币;
- E. 本公司有权以当前报价将客户的未结头寸平仓;
- F. 在不通知客户的情况下终止本协议。
- G. 不时限定和/或限制和/或禁止任何客户可用的支付方式。

## 12. Force Majeure

**12.1** A Force Majeure Event includes without limitation each of the following:

- A. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;
- B. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- C. Labour disputes and lock-out which affect the operations of the Company;
- D. Suspension of trading on an Underlying Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- E. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- F. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company) and DDoS-attacks;
- G. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- H. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such

## 12. 不可抗力

**12.1** 不可抗力事件包括但不限于以下事件:

- A. 政府行为、爆发战争或敌对行动、战争威胁、恐怖行为、国家紧急状态、暴乱、内乱、破坏、征用或本公司认为会阻止其继续在平台上正常交易一种或多种金融品种的任何其他国际灾难、经济或政治危机;
- B. 天灾、地震、海啸、飓风、台风、事故、风暴、洪水、火灾、流行病或导致本公司无法提供服务的其他自然灾害;
- C. 影响本公司运营的劳资纠纷和停工;
- D. 标的市场交易暂停、市场交易的最低或最高价格的设置、对任何一方活动的监管禁令(由本公司原因造成禁令的除外)、国家机关、自律组织管理机构或有组织交易平台管理机构的决定;
- E. 主管机构宣布暂停金融服务, 或任何监管机构或机关、政府或超国家机构或机关的任何其他行为或规定;
- F. 任何电子、网络和通信线路中断、故障或失灵(不是由于本公司的恶意或故意违约行为导致)和分布式拒绝服务(DDoS)攻击;
- G. 超出本公司合理控制且导致本公司无法采取任何合理措施补救违约的任何事件、行为或情形;
- H. 与本公司报价相关的任何市场被暂停、清算或关闭, 与本公司报价相关的任何事件被终止或未能发生, 或对任何此类市场的交易或任何此类事件施加限制或特殊或不寻常条款。
- I. 任何交易和/或标的资产或市场价格波动过大, 或本公司(合理)预期会有此

event.

- I. The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Underlying Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- J. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

**12.2** If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or a combination or all of the following steps:

- A. Increase Margin requirements without notice;
- B. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- C. Refuse to accept Orders from Clients;
- D. Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- E. Increase Spreads and/or Trading Commissions;
- F. Decrease Leverage;
- G. Shut down the Trading Platform(s) in case of malfunction for maintenance or to avoid damage;
- H. Inactivate the Client Account;
- I. Cancel any pending positions;
- J. Reject any deposit requests;
- K. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard

价格波动;

- J. 任何相关供应商、金融机构中间经纪商、流动性供应商、本公司代理人或委托人、托管人、次级托管人、经纪商、交易所、清算所或监管或自律组织因任何原因未能履行其义务。

**12.2** 如果本公司合理认定存在不可抗力事件(不影响服务协议下的任何其他权利), 本公司可在不事先通知客户的情况下, 随时采取以下任何一个或多个或所有措施:

- A. 在不通知客户的情况下提高保证金要求;
- B. 以本公司客观认为合适的价格将未结头寸平仓;
- C. 拒绝接受客户订单;
- D. 在本公司由于不可抗力事件无法遵守服务协议的某些条款的情况下, 暂停或修改这些条款的适用范围;
- E. 增加点差和/或手续费;
- F. 降低杠杆;
- G. 在平台出现故障时, 关闭平台进行维护或避免损害;
- H. 停用客户账户;
- I. 取消任何挂单;
- J. 拒绝任何入金请求;
- K. 基于本公司、客户和其他客户的状态, 采取或不采取本公司认为在该情况下合理的所有其他措施。

**12.3** 除本协议明确规定的之外, 如果由于不可抗力事件导致本公司未能履行、中断或延迟履行本协议下的义务, 本公司对由此产生的任何损失或损害不承担任何责

to the position of the Company, the Client and other clients.

**12.3** Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

任。

### 13. Limitations of Liability and Indemnity

**13.1** In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

**13.2** The Company will not be held liable for, any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly, arising from but not limited to:

- A. Any error or failure in the operation of the Trading Platform;
- B. Errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
- C. Any hardware, software, connection bugs from the Client's side;
- D. All Orders placed under the Client's Access Data;
- E. Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- F. The acts, omissions or negligence of any third party;
- G. The solvency, acts or omissions of any third party referred to in paragraph 1.6 of PART B of this document;
- H. If a situation referred to in paragraph 1.7 of PART B of this document arises;
- I. Any person obtaining the Client's Access Data

### 13. 责任限制和赔偿

**13.1** 如果本公司向客户提供资讯、建议、新闻、交易相关信息、市场评论或研究(或通过发布到本公司网站上的新闻简讯提供这些信息, 或通过本公司网站或其他方式向订阅用户提供), 在没有欺诈或重大过失的情况下, 本公司对客户因任何此类信息不准确或有错误遭受的任何损失、费用、支出或损害不承担任何责任。除了本公司有权在服务协议规定的特定情况下撤销或终止的任何交易之外, 根据不准确或错误信息而执行的任何交易均有效, 并在所有方面对本公司和客户具有约束力。

**13.2** 本公司对客户与某些情形相关或由其直接或间接引起的任何损失、损害或费用不承担任何责任。此类情形包括但不限于:

- A. 交易平台运行中的任何错误或故障;
- B. 客户终端设置错误、客户终端更新失序、由客户终端造成的任何延迟、客户未遵循客户终端上的指示;
- C. 客户方面的硬件、软件、连接错误;
- D. 根据客户访问信息下达的订单;
- E. 本公司由于不可抗力事件未能履行其在服务协议下的任何义务;
- F. 任何第三方的作为、不作为或过失;
- G. 本文件 B 部分第 1.6 款中提及的任何第三方的破产、作为或不作为;
- H. 出现本文件 B 部分第 1.7 款中的情形;
- I. 在客户向本公司报告本公司提供的客户访问信息被盗用之前, 其他人已获取这些访问信息;
- J. 在协议双方或任何其他方之间通过互联网或其他网络通信设施、邮寄、电话



that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;

- J. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- K. Any actions or representations of the Introducer;
- L. Currency risk materialising;
- M. Occurrence of Slippage;
- N. Any of the risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website, materialises;
- O. Any changes in the rates of tax;
- P. The Client using Trailing Stop and/or Expert Advisor.
- Q. The Client's reliance on Stop Loss Orders;
- R. The actions, Orders, instructions, Transactions entered into by the Client under this Agreement.
- S. Failure by the Client to provide truthful information and/or documentation.

**13.3** If the Company incurs any claims, damage, liability, costs or expenses, which may arise as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

**13.4** The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

或任何其他电子手段传输信息时, 未经授权的第三方获取了这些信息, 包括电子地址、电子通信、个人数据和访问信息;

- K. 介绍人的任何行为或陈述;
- L. 发生货币风险;
- M. 发生滑点;
- N. 发生本公司网站“风险披露和警告通知”中所述的风险和警告事项;
- O. 税率变化;
- P. 客户使用移动止损和/或智能交易系统;
- Q. 客户依赖止损单;
- R. 客户在本协议下执行的任何行动、订单、指令、交易。
- S. 客户未能提供真实的信息和/或文件。

**13.3** 如果本公司遭到或产生任何索赔、损害、义务、费用或收费, 并且这些索赔、损害、义务、费用或收费是由于执行服务协议产生或与执行服务相关、和/或与提供服务相关、和/或与任何订单相关, 客户理解, 本公司对此不承担任何责任, 客户须就此赔偿本公司。

**13.4** 本公司在任何情况下均不对客户遭受的与服务协议相关的任何附带、特殊或间接损失、损害、利润损失、机会损失(包括但不限于与后续市场波动相关的)、费用或收费负责。

## 14. Representations and Warranties

**14.1** The Client represents and warrants to the Company the following:

- A. The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic and shall inform the Company of any changes;
- B. The Client has read and fully understood and undertakes to comply with the terms of this document (Client Agreement) and the various documents found on the Company's website, namely "General Business Terms", "Partnership Agreement", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", "Privacy Policy", "Key Facts Statement", "Bonus Terms and Conditions" and if applicable the "Partnership Agreement";
- C. The Client is duly authorised to enter into the Agreement, to give Orders, instructions and Requests and to perform its obligations thereunder;
- D. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided that all the documents required by the Company for this purpose are received;
- E. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorised to do so;
- F. All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- G. The Client has declared in the Account Opening

## 14. 陈述和保证

**14.1** 客户向本公司陈述并保证：

- A. 客户在开户申请表中以及此后任何时间向本公司提供的信息都是真实、准确和完整的，客户提交的文件均真实有效，并在此类信息或文件有任何变化时通知本公司；
- B. 客户已经阅读、充分理解并承诺遵守本文件（客户协议）的条款以及本公司网站上的各相关文件，即《一般业务条款》、《合作伙伴协议》、《风险披露和警告通知》、《客户投诉程序》、《隐私政策》、《关键事实声明》、《奖励条款和条件》和《合作伙伴协议》（如适用）。
- C. 客户经正式授权，有权签订服务协议，发出订单、指令和请求，履行服务协议项下的义务；
- D. 客户以当事人身份行事，而不是作为其他人的代理人、代表、受托人或托管人。客户只有在获得本公司明确书面同意并提供本公司要求的所有相关文件的情况下，才可以代表其他人行事；
- E. 如客户为个人时，客户是填写开户申请表的本人；如客户是公司，代表客户填写开户申请表的人已获得相应正式授权；
- F. 在服务协议项下执行的所有行动不会违反适用于客户或客户所在司法管辖区的任何法律或规定，也不会违反约束客户或影响客户任何资产或资金的任何协议；
- G. 客户已在开户申请表中声明其是否具有政治敏感人物身份；如果客户在本协议有效期内成为政治敏感人物

Application Form, if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;

- H. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- I. The Client funds are free of any lien, charge, pledge or other encumbrance;
- J. The Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- K. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, arising from the Client's nationality or religion;
- L. The Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;
- M. The Client is over 18 years old.
- N. The Client will not use Company's bid and offer prices for any purpose other than for its own trading purposes, and the Client agrees not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes, except if otherwise previously agreed between the parties.
- O. The Client will use the services offered by the Company pursuant to this Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which Company constructs, provides or conveys its' bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy or practice in its dealings with the Company whereby the Client is not subject to

, 客户将通知本公司;

- H. 客户资金不是直接或间接来自任何非法活动, 没有也不会用于资助恐怖主义;
- I. 客户资金不存在任何留置权、押记、质押或其他产权负担;
- J. 客户在考虑自己的总体财务状况后, 选择了自己认为在此情况下合适的服务和财务品种;
- K. 客户的国籍或宗教不会在执行任何交易的市场或给金融品种带来任何限制;
- L. 客户只会结合本公司网站上发布的关于推广服务或促销的完整描述以考虑本公司宣传材料中的任何信息;
- M. 客户已年满 18 周岁。
- N. 客户不得将本公司的买卖价格用于除自身交易目的之外的任何其他目的, 并且客户同意不会将我们的买卖价格重新分配给任何其他人, 无论这种重新分配是出于商业还是其他目的, 除非双方事先另有约定。
- O. 客户将本着诚信原则使用本公司根据本协议提供的服务, 为此, 客户将不使用任何电子设备、软件、算法、任何交易策略或任何套利行为(如但不限于滥用延迟、价格操纵或时间操纵), 旨在操纵或不公平地利用本公司构建、提供或传达其买卖价格的方式。此外, 客户同意, 如在与本公司的交易中使用任何设备, 软件, 算法, 策略或做法时客户不承担任何市场风险, 这将证明客户是在不公平地利用本公司。
- P. 客户确认网站上提供的《风险披露和警告通知》以及《关键事实声明》的内容, 并完全理解公司提供的金融服

any market risk will be evidence that the Client is taking unfair advantage of the Company.

- P. The Client acknowledges the contents of the Risk Disclosure and Warning Notice and the Key Facts Statement that are available to the website, and fully understands the important aspects, benefits and risks of the financial services and products offered by the Company.

务和产品的重要方面、利益和风险。

## 15. Client Acknowledgements of Risk and Consents

**15.1** The Client unreservedly acknowledges and accepts the following:

- A. Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses to keep his positions open.
- B. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.
- C. CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the Margin requirements.
- D. Trading on an electronic Trading Platform carries risks.
- E. The risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website.

**15.2** The Client agrees and understands that:

- A. He will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.
- B. No interest shall be due on the money that the Company holds in his Client Account.
- C. When trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated Market but over-the-counter (OTC).

## 15. 客户对风险的确认和同意

**15.1** 客户完全确认并同意以下条款：

- A. 差价合约交易不适合所有人。客户在执行差价合约交易时面临遭受损失和损害的巨大风险，客户同意并声明愿意承担此风险。损害可能包括客户损失全部资金、任何额外的佣金和维持未结头寸的其他费用。
- B. 差价合约风险巨大。差价合约通常可以利用杠杆，这意味着小额存入资金或预付款可以带来巨大损失和收益。这也意味着小幅波动会导致客户投资的价值发生较大波动，这种波动可能对客户有利，也可能对客户不利。
- C. 差价合约交易会导致或有负债，客户须注意这一点，特别是保证金要求。
- D. 在电子交易平台上交易存在风险。
- E. 本公司网站上“风险披露和警告通知”中的风险和警告。

**15.2** 客户同意并理解：

- A. 客户无权，也无需交付差价合约的标的资产，对标的资产或其中的任何其他权益也没有所有权。
- B. 客户账户中的款项不计利息。
- C. 在差价合约交易中，客户交易的是标的资产的最终价格，该交易不是在管制市场中进行，而是在场外(OTC)进行。

**15.3** 客户同意本公司通过网站提供服务协议项下的信息。

**15.4** 客户确认可正常访问互联网，并同



**15.3** The Client consents to the provision of the information of the Agreement by means of a Website.

**15.4** The Client confirms that, he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website.

意本公司通过网站向其提供信息, 包括但不限于关于条款和条件修订、费用、手续费、本协议、政策以及投资性质和风险等信息。

## 16. Applicable and Governing Law and Applicable Regulations

**16.1** All disputes and controversies arising out of, or in connection with the Agreement shall be finally settled in the courts of Seychelles.

**16.2** This Agreement is governed by the Laws of Seychelles.

**16.3** Notwithstanding any other provision of this Agreement, in providing Services to the Client, the Company shall be entitled to take any action as it considers necessary in its absolute discretion, to ensure compliance with the relevant market rules and/or practices and all other applicable laws.

**16.4** All transactions on behalf of the Client shall be subject to Applicable Regulations. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

**16.5** The Client may submit complaints to the Company according to the "Complaints Procedure for Clients" found on the Website.

**16.6** The Company is a member of the Financial Commission – ([www.financialcommission.org](http://www.financialcommission.org)). In the event that the Client and the Company cannot settle any dispute as per the procedures mentioned in clause 16.5, the Client is entitled to apply within forty-five (45) days from the date of the incident for resolution of the dispute to the Financial Commission. More information can be found on the Website.

## 16. 适用管辖法律和适用管理规定

**16.1** 由服务协议引起的或与服务协议有关的所有争议和纠纷应由塞舌尔法院最终解决。

**16.2** 本协议受塞舌尔法律管辖。

**16.3** 即使本协议有其他规定，在向客户提供服务时，本公司有权自行采取任何必要措施，以确保遵守相关市场规则和/或惯例以及所有其他适用法律。

**16.4** 代表客户执行的交易应遵守适用管理规定。为遵守当时有效的适用管理规定，本公司有权采取或不采取任何适当措施。所有这些可能采取的措施和有效的适用管理规定均对客户具有约束力。

**16.5** 客户可根据本公司网站上的“客户投诉程序”向本公司投诉。

**16.6** 本公司系金融委员会 (the Financial Commission, 网站：

[www.financialcommission.org](http://www.financialcommission.org)) 成员。

如客户与本公司无法根据第 16.5 款中所述的程序解决任何纠纷，客户有权在纠纷事件发生之日起四十五 (45) 天内向金融委员会申请解决。更多信息请参见本公司网站。

## 17. Severability

**17.1** Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Underlying Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## 17. 可分割性

**17.1** 如果本协议的任何部分被任何具有管辖权的法院认定为不可执行、非法或违反任何标的市场或监管机构的任何规定、法规或条例，该部分应视为从一开始就未包括在本协议中，并且在理解和执行本协议时应将该条款视为从未包括在本协议中，本协议其余条款的合法性或可执行性不受影响，该条款根据任何其他司法管辖区的法律和/或法规的合法性、有效性或可执行性也不受影响。

## 18. Non-Exercise of Rights

**18.1** The Company's failure to seek redress for violations, or to insist upon strict performance of any condition or provision of this Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled to under this Agreement, shall not constitute an implied waiver thereof.

## 18. 未行使权利

**18.1** 本公司未就违反本协议任何条件或条款的行为寻求赔偿、未要求客户严格履行本协议的任何条件或条款、或未行使本公司根据本协议有权享有的任何权利或救济的任何部分，均不构成对这些权利的默示放弃。

## 19. Assignment

**19.1** The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.

**19.2** It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 19.1 above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), transfer the Client Account and the Client Money as required, subject to providing at least five (5) Business Days prior Written Notice to the Client.

**19.3** The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

## 19. 转让

**19.1** 本公司可在提前至少五(5)个工作日书面通知客户后, 随时向第三方出售、转让、让与或变更其在本协议下的任何或全部权利、利益或义务或履行全部协议的义务。本公司可采取上述措施的情形包括但不限于: 本公司与第三方合并或被第三方收购; 本公司重组; 本公司即将清盘; 本公司的全部或部分业务或资产出售或转让给第三方。

**19.2** 客户同意并理解, 如果发生上文第19.1款所述的转让、让与或变更, 本公司有权在至少提前五(5)个工作日书面通知客户后, 根据需要披露和/或转移所有客户信息(包括但不限于个人数据、记录、通信、尽职调查和客户身份验证文件、文件和记录、客户交易历史)并转移客户账户和客户资金。

**19.3** 未经本公司事先书面同意, 客户不得转让、让与、抵押、变更或以其他方式转让或试图转让客户在服务协议下的权利或义务。



## 20. Language

**20.1** The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

## 20. 语言

**20.1** 本公司的官方语言是英语，客户应经常浏览和访问本公司主网站，了解有关本公司及相关活动的所有信息和披露内容。以英语以外的语言提供的翻译或信息仅供参考，对本公司没有约束力，也没有任何法律效力，本公司对其中所含信息的正确性不承担任何责任。

## 21. Introducer

**21.1** In cases where the Client is introduced to the Company through a third person ("Introducer"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

**21.2** The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

**21.3** The Client introduced by an Introducer may request at any time to be unlinked from a specific Introducer. In this event the Company and/or its Affiliates reserve the right, at its/their sole and absolute discretion to proceed with such request.

**21.4** The Client may request to change its Introducer and be linked to another Introducer. In this event the Company and/or its Affiliates reserve the right, at its/their sole and absolute discretion to proceed with such request.

## 21. 介绍人

**21.1** 如果客户是由第三方("介绍人")介绍给本公司, 客户确认, 本公司不对介绍人的行为和/或陈述负责, 本公司不受客户与介绍人之间签订的任何单独协议的约束。

**21.2** 客户承认并确认由于本公司可能有义务向介绍人支付佣金或费用, 客户与介绍人达成协议或建立关系可能会产生额外费用。

**21.3** 由介绍者介绍的客户可随时请求解除与某一特定介绍者的关联。在此类情况下, 本公司和/或其关联方保留自行决定是否满足此类请求的权利。

**21.3** 客户可请求变更其介绍者并与其他介绍者关联。在此类情况下, 本公司和/或其关联方保留自行决定是否满足此类请求的权利。

## 22. Identification

**22.1** In order to prevent any unauthorised access to the Client Account, verification of the Client's identity is made for the following non-trading operations:

- A. - Change Personal Area password
- B. - Change Security Type
- C. - Restoring Personal Area password
- D. - Changing Personal area agent
- E. - Withdraw funds
- F. - Change account password
- G. - Change investor password

**22.2** The means of Client identification used by the Company (such as email, sms) and the method of Client Identification is performed according to the "General Business Terms" found on the Company's Website.

**22.3** It is understood that the Company shall have the right to suspend execution of the non-trading operations if the Client's identification data are invalid or incorrect until the Client sends the correct identification data.

## 22. 身份验证

**22.1** 为了防止他人未经授权访问客户账户, 以下非交易操作需要进行客户身份验证:

- A. - 更改个人专区密码
- B. - 更改安全类型
- C. - 找回个人专区密码
- D. - 更改个人专区代理
- E. - 提取资金
- F. - 更改账户密码
- G. - 更改投资人密码

**22.2** 本公司验证客户身份的方式(如通过电子邮件、短信)和方法将根据本公司网站上“一般业务条款”确定。

**22.3** 客户理解, 如果客户的身份验证资料无效或不正确, 本公司有权暂停执行非交易操作, 直到客户发送正确的身份验证资料。

## 23. Currency Conversions

**23.1** The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (in the event that the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the Company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client Account, or from the deposited amount, the expenses incurred with regard to currency conversions for the Client, including but not limited to commissions to banks, money transfer fees, commissions to intermediaries etc.

**23.2** The Client will bear all foreign currency exchange risk arising from any Transaction or from the exercise by the Company of its rights under the Agreement or any law.

**23.3** The Client acknowledges and agrees that the Client shall comply at all times with any Exchange Control Regulations and shall bear any and all risks associated with any Exchange Control Regulations including without limitation with any authorisations required for any cross-border transactions and/or from the breach of such Exchange Control Regulations and/or from any other restriction imposed by the Exchange Control Regulations. The Client hereby irrevocably releases the Company from any future or potential claims arising out of the Exchange Control Regulations.

## 23. 货币兑换

**22.1** 本公司有权在不事先通知客户的情况下, 执行必要或适当的货币兑换, 以便以客户账户货币向客户账户存入资金 (如果客户存入货币与客户账户货币不同), 遵守本公司在本协议下的义务, 行使本公司在本协议下的权利, 或者完成任何特定交易或订单。本公司将在考虑现行市场汇率后选择合理汇率进行货币兑换。 本公司有权向客户收取因执行兑换货币而产生的费用, 包括但不限于银行佣金、转款手续费和中介佣金等, 并从客户账户或存入资金款项中扣除。

**22.2** 客户将承担因任何交易或本公司行使服务协议或任何法律下的权利而产生的所有外币兑换风险。

**23.3** 客户确认并同意始终遵守外汇管理条例, 并承担与外汇管理条例有关的任何风险, 包括但不限于与任何跨境交易所需的授权的相关风险和/或来自违反该等外汇管理条例和/或来自外汇管理条例规定的任何其他限制的任何风险。客户在此免除本公司未来或可能因外汇管制条例而产生的任何索偿, 且不可撤销。

## 24. Miscellaneous

**24.1** All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided in law or in equity.

**24.2** Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

**24.3** In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

## 24. 其他规定

**24.1** 本公司在服务协议下享有的所有权利和救济都是累积的，不排除普通法和衡平法中的任何权利或救济。

**24.2** 如果客户由两人或多人组成，服务协议下的责任和义务应为共同和连带的。向客户中任一成员发出任何警告或其他通知应被视为已向客户中所有成员发出。客户中任一成员发出订单应被视为客户中所有人共同发出。

**24.3** 如果客户中任一成员死亡或精神失常，本公司或其指定人持有的所有资金将以在世者为受益人，根据在世者的命令处置，客户对本公司的所有义务和责任也将由在世者承担。



## Part B: Client Money And Client Account

### 1. Client Money

**1.1** The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

**1.2** The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

**1.3** The Company may hold Client money and the money of other clients in the same account (omnibus account).

**1.4** The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or a payment service provider) who may have a security interest, lien or right of set-off in relation to that money.

**1.5** Client's money may be held on the Client's behalf with a third party as indicated in point 1.4 above located within or outside Seychelles. The legal and regulatory regime applying to any such person outside Seychelles will be different from that of Seychelles and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in Seychelles or by the Company directly. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

**1.6** The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from other Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant

## B 部分: 客户资金和客户账户

### 1. 客户资金

**1.1** 本公司不会向客户解释通过客户资金赚取的利润或利息(通过本协议下的客户账户交易获得的利润除外), 且客户放弃所有要求利息的权利。

**1.2** 本公司可隔夜储存用户资金, 并且有权保留任何相应利息。

**1.3** 本公司可以在同一账户(综合账户)中持有客户资金和其他客户的资金。

**1.4** 本公司可以将客户资金存放可能对客户资金拥有担保权益、留置权或抵销权的第三方(包括中间经纪商、银行、市场、结算代理人、清算所或场外交易对手或支付服务提供商)处。

**1.5** 本公司可安排在塞舌尔境内或境外的如以上 1.4 点所列的第三方代表客户持有客户资金。适用于塞舌尔境外的任何人的法律和监管制度将不同于塞舌尔的法律和监管制度, 如果塞舌尔境外的任何人破产或出现任何其他类似的不利事件, 本公司对客户资金的处理方式可能与在塞舌尔境内持有的资金或本公司直接持有的资金不同。

**1.6** 在本公司向第三方转移资金后, 第三方可能会在综合账户中持有资金, 并且可能无法将客户的资金和第三方的资金分开。如该第三方破产或发生任何其他类似事件, 本公司只能代表客户对第三方提出无担保索赔, 客户将面临本公司从第三方获得的款项不足以支付客户就相关账户提出的索赔的风险。对于由此造成的任何损失, 本公司不承担任何责任或义务。

account. The Company does not accept any liability or responsibility for any resulting losses.

**1.7** It is understood that profit or loss from trading is credited or debited in the Client Account once the Transaction is closed.

**1.7** 客户理解，交易结束后，交易利润或损失即存入至客户账户或从客户账户中扣除。

## 2. Lien

**2.1** The Company shall have a general lien on all funds held by the Company or its associates or its nominees on the Client's behalf until all Client's obligations are satisfied. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing service providers/payment services operators' requirements, as well as if it is required by the relevant authorities.

## 2. 留置权

**2.1** 客户履行其义务之前, 本公司对于本公司或其关联方或代名人代表客户持有的所有资金, 拥有一般留置权。一般留置权可以延及至现在或未来与客户相关的具有法律约束力的索赔, 无论这些索赔是基于适用法律、合规规则/用卡计划/收单银行/支付处理服务提供商/支付服务运营商的要求还是相关管理机构的要求产生的。

### 3. Netting and Set-Off

**3.1** If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators' requirements, as well as if it is required by any relevant authorities), then automatically the mutual obligations to make payment are set-off and cancel each other.

**3.2** If the aggregate amount payable by one party (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators requirements, as well as if it is required by any relevant authorities) exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

**3.3** The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

### 3. 轧差和抵销

**3.1** 如果客户应向本公司支付的款项总额与本公司应向客户支付的款项总额相同，则双方的付款义务应彼此抵销(在计算客户应向本公司支付的款项时，应考虑与客户相关的具有法律约束力的索赔，无论这些索赔是基于法律、合规规则/用卡计划/收单银行/支付处理服务提供商/支付服务运营商的要求还是相关管理机构的要求产生的)。

**3.2** 如果一方应支付的款项总额大于另一方应支付的款项总额，则应付款项总额更高的一方应向另一方支付双方款项的差额，之后所有付款义务视为已自动履行并解除(在计算客户应向本公司支付的款项时，应考虑与客户相关的具有法律约束力的索赔，无论这些索赔是基于法律、合规规则/用卡计划/收单银行/支付处理服务提供商/支付服务运营商的要求还是相关管理机构的要求产生的)。

**3.3** 在服务协议终止时，本公司有权合并客户名下的任何账户及账户余额，并使用这些余额抵销客户对本公司的义务。

## 4. Client Account

**4.1** In order to facilitate trading in CFDs, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the account type of the Client Account. This information is made available on our Website.

**4.2** The Company may offer different account types with different characteristics, different methods of execution and different requirements. Information on the various account types is found on the Website.

## 4. 客户账户

**4.1** 为开展差价合约交易, 本公司将为客户开立客户账户, 客户账户将在客户存入本公司不时自行决定的最低初始存入资金款项后激活。最低初始存入资金款项可能因客户账户类型而异。相关信息可从本公司网站获取。

**4.2** 本公司可能会提供不同类型的客户账户, 其特点、执行方式和要求均有不同。有关各种类型客户账户的信息, 可以从本公司网站上获取。



## 5. Temporary Block of the Client Account

**5.1** The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- A. In an Event of Default of the Client according to paragraph 11.2 (a) of PART A of this document and for such time that the Company reasonably requires to examine if an Event of Default has occurred;
- B. After the Client's request to temporarily block the Client Account under paragraph 5.5. of PART B of this Client Agreement;
- C. The Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorised third parties;
- D. The Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client, as set out in Clause 1.4. of the General Business Terms.
- E. In a Force Majeure Event and for such duration that the relevant event continues to exist.
- F. An error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account.

**5.2** Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

- A. When the Company, in its sole discretion, determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 5.1 (a) of PART B of this Client Agreement;
- B. When the Client requests from the Company to unblock the Client Account under paragraph 5.6, where the Client Account was temporarily blocked under paragraph 5.1(b) of PART B of this Client Agreement;

## 5. 临时冻结客户账户

**5.1** 在某些情形下，本公司可以出于任何正当理由在不事先通知客户的情况下，临时冻结客户账户。这些情形包括但不限于：

- A. 在客户发生违约事件时，本公司可以根据本文件 A 部分第 11.2 (a) 款的规定，在本公司合理要求检查是否发生违约事件的时间内，临时冻结客户账户；
- B. 在客户根据本文件 B 部分第 5.5 款的规定提出临时冻结客户账户请求后，临时冻结客户账户；
- C. 本公司从可靠来源获悉客户的访问信息可能被未经授权的第三方获取后，临时冻结客户账户；
- D. 本公司从可靠来源获悉客户可能参与一般业务条款第 1.4 款所述的非法行为或可疑操作后，临时冻结客户账户；
- E. 在发生不可抗力事件后，于相关事件持续期间临时冻结客户账户；
- F. 客户在请求向其他账户转账时出错，导致本公司将资金存入错误的交易账户。

**5.2** 在不损害本公司任何其他权利的前提下，客户账户可在以下情况下解冻：

- A. 在本公司根据本客户协议 B 部分第 5.1 (a) 款自行决定临时冻结客户账户后，认定客户没有发生违约事件；
- B. 在本公司根据本客户协议 B 部分第 5.1(b) 款临时冻结客户账户后，客户根据第 5.6 款请求本公司解冻客户账户；

- C. When the safety of the Access Data is determined by the Company and/or when the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 5.1 (c) of this Client Agreement;
- D. When the Company determines that the Client has not engaged into any actions or doubtful operations as set out in the Clause 1.4 of the General Business Terms, where the Client Account was temporarily blocked under paragraph 5.1(d) of this Client Agreement;
- E. When the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 5.1(e) of PART B of this Client Agreement.

**5.3** During the period for which the Client's Account is blocked, the Company shall examine the circumstances and determine whether the Client Account ought to be either unblocked or closed.

**5.4** In case the Client Account is closed the Company reserves the right to withhold, under the general right of lien under paragraph 2 of Part B of this Client Agreement for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators' requirements, as well as if it is required by any relevant authorities.

**5.5** The Client has the right to request the Company to temporarily block his Client Account by sending an email at [support@exness.com](mailto:support@exness.com) and/or by calling the Company, with a request to temporarily block the Client Account and giving in both cases the account's phone password. The Company shall block the account within twenty four (24) hours after receiving the said request.

**5.6** In order for the Company to unblock the Client Account, which was blocked further to the request of the Client, the Client shall either send email to [support@exness.com](mailto:support@exness.com) and/or call the Company with a request to unblock the account and also point out the account phone password. The Company shall unblock the Client Account within twenty four (24) hours after

- C. 在本公司根据本客户协议 B 部分第 5.1(c) 款临时冻结客户账户后, 认定访问信息安全和/或本公司向客户提供了新的访问信息;
- D. 在本公司根据本客户协议 B 部分第 5.1(d) 款临时冻结客户账户后, 本公司认定客户没有实施一般业务条款第 1.4 款所述的任何行为或可疑操作;
- E. 在本公司根据本客户协议 B 部分第 5.1(e) 款临时冻结客户账户后, 不可抗力事件结束。

**5.3** 在客户账户冻结期间, 本公司将核实相应情况, 决定是应当解冻或关闭客户账户。

**5.4** 如果客户账户被关闭, 本公司有权在必要的时间内, 根据本客户协议 B 部分第 2 条下的一般留置权扣留本公司认为适当的任何金额, 以便支付未来可能发生的关于客户的有法律约束力的索赔, 无论这些索赔是基于适用法律、合规规则/用卡计划/收单银行/支付处理服务提供商/支付服务运营商的要求还是相关管理机构的要求产生的。

**5.5** 要申请解冻此前客户请求本公司冻结的客户账户, 客户应向 [support@exness.com](mailto:support@exness.com) 发送电子邮件和/或致电本公司, 请求解冻账户, 并提供账户的手机密码。本公司将在收到该请求后二十四(24)小时内解冻客户账户。

**5.6** 要申请解冻之前请求本公司冻结的客户账户, 客户应向 [support@exness.com](mailto:support@exness.com) 发送电子邮件, 或致电本公司, 请求解冻账户, 并提供账户的手机密码。本公司将在收到该请求后二十四(24)小时内解冻客户账户。



EXNESS (SC) LTD (FSA License Number SD025),  
9A, CT House, 2nd Floor, Providence, Mahe, Seychelles  
Website: [www.exness.com](http://www.exness.com), email: [support@exness.com](mailto:support@exness.com)

receiving the request.



## 6. Inactive and Dormant Client Accounts and Client's Data Archiving

**6.1** If, for 30 (thirty) calendar days, there are no trades or non-trading operations (including agent operations) on a Client Account with a balance less than \$10 (or the equivalent sum depending on the Currency of the Client Account), then the account may be archived.

**6.2** When the Client Account is archived, all trades on the account may be archived as well and cannot be restored. However, at the client's request, the company can provide a history of a requested account.

**6.3** If the Client Account is inactive for one year or more, and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant.

**6.4** Without derogation from the rest of the provisions of the Agreement, an account that has been archived in accordance with paragraph 6.1. of Part B of the Client Agreement, may be restored, at the client's request. Money in the archived account, shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

**6.5** Paragraph 6.2 is only applicable in relation to MT4 accounts. Paragraphs 6.1, 6.3 and 6.4 are applicable in relation to both MT4 and MT5 accounts.

**6.6** If there are no trades and/or non-trading operations (including agent operations) and/or the Client account (s) is inactive for a period of time determined in the Company's sole discretion, the Company may impose partial or full scope restrictions/limitations on the Client's Personal Area and/or the Client Account(s) and/or may terminate this Agreement with immediate effect without prior notice. Where applicable, the Client shall be required to follow the Company's requests for documentation and/or information in order to regain full access to his/her Personal Area and/or Trading Accounts. For the avoidance of doubt, the above limitations/restrictions will not impact the Client's ability to withdraw funds.

## 6. 非活跃、休眠客户账户和客户数据归档

**6.1** 如果客户账户在30(三十)个自然日内没有发生交易或非交易操作(包括代理人操作), 且账户余额低于10美元(或根据客户账户货币换算后的同等金额), 该账户将被归档。

**6.2** 如果客户账户被归档, 则账户上的所有交易可能也会被归档, 并且无法恢复。但如果客户提出请求, 本公司可以提供所请求账户的历史记录。

**6.3** 如果客户账户一年或一年以上未经使用, 本公司在向最后所知的客户地址发送通知后, 有权关闭客户账户并让其休眠。

**6.4** 在不减损本协议其他条款的前提下, 根据本公司客户协议 B 部分 6.1 款归档的账户, 可以应客户的要求恢复。归档账户中的资金仍归客户所有, 本公司将进行并保存记录, 此后将随时应客户的要求归还这些资金。

**6.5** 6.2款仅适用于MT4账户。第6.1、6.3和6.4款适用于MT4和MT5账户。

**6.6** 如果在本公司自行决定的一段时间内没有交易和/或非交易操作(包括代理操作)和/或客户账户不活跃, 本公司可对客户个人专区和/或客户账户进行部分或全面的约束/限制和/或在未事先通知的情况下终止本协议且立即生效。在适用情况下, 客户要重新获得其对个人专区和/或交易账户的完全访问权限, 需遵循本公司的文件和/或信息要求。为避免产生疑问, 上述约束/限制不会影响客户提取资金的能力。

**6.7** If pending orders placed on an inactive account both on MT4 and MT5 accounts for more than 90 (ninety) calendar days, may be automatically canceled.

## **7. Deposits and Withdrawals to/from the Client Account**

**7.1** The Client may deposit and withdraw funds into the Client Account at any time during the course of this Agreement by using any of the payment methods available in the Personal Area from time to time. Minimum deposit requirements as well as withdrawal commissions can be found in the Personal area. The Company shall not accept third party or anonymous payments in the Client Account.

**7.2** The Client shall understand and agree that if he/she uses one method of payment he/she will use the same method to withdraw funds unless this is justified in the Company's discretion. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals.

**7.3** The Company shall have the right to request the Client at any time additional information and/or documentation to confirm the origin and/or source of funds deposited into the Client Account. The Company shall have the right to reject a deposit or a withdrawal of the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected.

**7.4** The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

**7.5** The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, identity, address and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.

**7.6** If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company as soon as

**6.7** 如果在MT4和MT5平台非活跃账户上开立的挂单超过90(九十)个日历日, 那么挂单可能会自动取消。

## **7. 客户账户的存入资金款项和提出资金款项**

**7.1** 在本协议有效期内, 客户可随时通过使用个人专区上不时提供的任何支付方式将资金存入和提出客户账户。最低存入资金要求和提出资金手续费可在个人专区查看。本公司不接受第三方或匿名向客户账户存入资金。

**7.2** 客户理解并同意, 如果使用一种支付方式, 将在提出资金时使用相同的支付方式, 本公司决定合理的情形除外。如果使用了多种支付方式, 则适用按比概念。本公司将制定出金需要遵循的要求和次序。

**7.3** 本公司有权随时要求客户提供额外的信息和/或文件, 以确认客户账户存入资金的出处和/或来源。如果本公司无法确定所提供的和/或收集的信息和/或文件, 有权拒绝客户存入资金或提出资金。

**7.4** 如果客户不遵守个人专区中所述的转账规定, 本公司有权拒绝客户存入资金。

**7.5** 如果电子邮件、电话号码、身份、地址和/或其他所提供的/收集的信息未经本公司完全验证或已过期, 本公司有权拒绝存入资金和提出资金操作, 而该等核实的要求则由本公司自行决定。

**7.6** 如客户进行存入资金操作, 本公司将在该存入资金款项在本公司的相关账户中结算后, 在客观条件允许的情况下尽快将相关实际收到的金额存入相关客户账户中。



practically possible after the amount is cleared in the relevant account of the Company.

**7.7** If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the third party performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

**7.8** Without prejudice to the rest of the provisions of this Agreement, the Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Personal Area.

**7.9** Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days, if the following requirements are met:

- A. The withdrawal instruction includes all necessary information;
- B. The instruction is to make a transfer to the originating account from which the money was originally deposited in the Client Account or in case of disputable situation to an account belonging to the Client (following submission of the relevant evidence);
- C. The account where the transfer is to be made belongs to the Client;
- D. At the moment of payment, the Client has available funds in his Client Account;
- E. There is no Force Majeure event which prohibits the Company from effecting the withdrawal.
- F. The Client has satisfied any requests from the Company in relation to Know your Customer (KYC), etc.;
- G. An Event of Default occurred.

**7.7** 如果客户转账的资金在本应存入的时间未存入至客户账户, 客户应通知本公司, 并请求本公司对转账进行交易调查。客户同意承担相关调查费用, 该费用可从客户账户中扣除, 或由客户直接支付给执行调查的第三方。客户理解并同意, 为进行调查, 客户需要向本公司提供本公司要求的文件和证明。

**7.8** 在不影响本协议其他条款的情况下, 本公司将在收到客户于客户个人专区发出的相关请求后为客户办理提出资金。

**7.9** 收到客户从客户账户提出资金的指令后, 如果满足以下要求, 本公司将在情况允许的情况下在三 (3) 个工作日内及时受理该交易请求:

- A. 提出资金指令包含所有必要信息;
- B. 提出资金指令要求向客户账户的原始存入账户转账, 在有争议的情况下, 向属于客户的账户转账 (在提交相关证据后);
- C. 接收转账的账户是客户的账户;
- D. 在付款时, 客户的客户账户即有可用资金。
- E. 没有不可抗力事件阻止本公司办理提出资金。
- F. 客户满足本公司有关了解你的客户 (KYC) 的任何请求, 等;
- G. 发生违约事件。

**7.10** 客户同意并理解, 办理提出资金时本公司将只向客户付款。本公司不允许提出资金至任何第三方和/或匿名账户。



**7.10** It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.

**7.11** The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

**7.12** All payment and/or transfer charges may be borne by the Client and the Company shall debit the relevant Client Account for these charges.

**7.13** In the case of a Client Account being closed, its Balance will be withdrawn proportionally to the accounts, from which deposits were made.

**7.14** Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method, are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining Balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

**7.15** In cases where the security type was changed, the Company retains the right to conduct withdrawal(s) after a three (3) Business Days' period has passed, counting from the moment that the security type was changed.

**7.16** Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Personal Area. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period.

**7.17** In cases where more than ninety (90) days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the

**7.11** 本公司保留拒绝客户请求以特定转账方式提出资金的权利, 本公司有权提出替代方式。

**7.12** 所有付款和/或转账费用可能由客户承担, 本公司将从相关客户账户中扣除这些费用。

**7.13** 如某一账户被关闭, 该账户余额将按比例提出至各存入账户。

**7.14** 对于上述条款, 利用银行卡和/或银行账户和/或任何其他资金存入方式的非法行为除外。如果出现非法行为, 本公司可返还其认为适当的余额。如果出现非法行为, 可将所有数据提供给银行和/或信贷机构和/或支付服务提供商和/或类似机构以及执法机构和/或当局。

**7.15** 如果安全类型变更, 本公司保留在变更完成三 (3) 个工作日之后进行出金的权利。

**7.16** 在不影响《客户协议》其他条款的前提下, 如果使用银行卡入金, 本公司保留在其系统进行出金限制的权利。有关此类出金限制和出金流程的额外信息, 请参见您的个人专区。本公司承诺按照提出资金请求中指定的具体信息将资金存入客户的账户。本公司不对转账时间负责。

**7.17** 如果客户使用银行卡向其交易账户存入资金, 并且在存入资金后九十 (90) 天内没有提出资金, 则之后只能向客户相同的银行卡和/或通过任何其他本公司认为适当的方式提出资金。

**7.18** 在不影响客户协议其他条款的前提下, 客户可以在个人专区请求提出资金, 本公司承诺按照提出资金请求中指定的具体信息将资金存入客户的账户。本公司不对执行提出资金请求后的转账时间负责。

Client's same bank card and/or in any other method determined appropriate by the Company.

**7.18** Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for funds withdrawal from the Personal Area and the Company shall undertake to send funds to the Client's account, in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following execution of the withdrawal request.

**7.19** The Client may request for a transfer of funds to another trading account, provided the latter trading account supports the relevant fund deposit/withdrawal method. Internal transfer shall be executed only between accounts of the same type, or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.

**7.20** The Company shall process the transfer of funds to another trading account in the currency of that trading account.

**7.21** If during the transfer of the funds between trading accounts, the Company accidentally and/or mistakenly, effects the said transfer to an incorrect trading account, the requested amount of the said transfer shall be refunded to the Client at the expense of the Company.

**7.22** If an error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account, the Client may not be refunded.

**7.23** Any internal transfer may be declined by the Company without any reasoning in its sole discretion.

**7.24** Danibrook Investments Limited, a company under common control with the Company and registered in the Republic of Cyprus with Registration No HE417738 and address at: 28 Octovriou, 243, Christiana Sea View Court, 3rd Floor, Flat 301-302, 3035, Limassol, Cyprus, acts as the payment processor of the Company.

**7.19** 客户可以请求把资金转入另一个支持相应的存入/提出资金方式的交易账户。内部转账只能在同一类型账户之间进行;在转账金额大于本公司要求的最低初始存入资金金额时可在不同类型账户之间进行。

**7.20** 本公司将以交易账户的货币处理向其他交易账户的转账。

**7.21** 如果在进行交互账户之间的转账时,本公司意外地和/或错误地将资金存入至错误账户,则客户请求转账的金额会退还给客户,费用由本公司承担。

**7.22** 如果客户在其发出的向其他账户转账的请求里产生错误,导致本公司将资金存入至错误账户,则对客户可以不予退款。

**7.23** 本公司可在不提供任何理由的情况下自行决定拒绝任何内部转账。

**7.24** Danibrook Investments Limited 为本公司的支付处理商(其是与本公司共同被控制的公司,于塞浦路斯共和国注册,注册编号为 HE417738,注册地址为:塞浦路斯,利马索尔, 28 Octovriou, 243, Christiana Sea View Court, 3rd Floor, Flat 301-302, 3035)。

## Part C: The Trading Platform

### 1. Technical Issues

**1.1** The Client is solely responsible for obtaining and/or maintaining compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access and telephone and/or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary, in order to ensure his connectivity to the internet.

**1.2** The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company Trading Platform from his personal computer.

**1.3** The Company will not be liable to the Client should his computer system fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

**1.4** The Company will not be liable for any such disruptions and/or delays and/or problems in any communication experienced by the Client while using the Trading Platform.

**1.5** The Company at its discretion may perform periodic maintenance to ensure the effective operation of the Trading Platform or in cases of emergency which includes without limitation shutting down, restarting and/or refreshing the servers with or without prior notice to the Client. In this respect the Trading Platform might be inaccessible or inoperative and the provision of any Services will be suspended for a period of time. The company will use best endeavors to ensure that the maintenance activity will

## C 部分: 交易平台

### 1. 技术问题

**1.1** 客户须自行获取和/或维护访问和使用交易平台所需的兼容设备, 至少包括个人计算机、互联网接入以及电话和/或其他接入线路。互联网接入是一项基本要求, 为确保可接入互联网所需的任何费用由客户自行承担。

**1.2** 客户陈述并保证, 其已经安装并实施了保护其计算机安全性和完整性的适当设备和措施, 并已经采取了适当的措施来保护其系统, 防范计算机病毒或其他可能会对网站、交易平台或本公司的其他系统造成潜在危害的类似有害或不当的材料、设备、信息或数据。客户进一步承诺保护本公司, 防止电脑病毒或其他类似有害或不适当的材料或设备从其个人电脑向本公司交易平台不当传输。

**1.3** 如果客户的计算机系统出现故障、损坏和/或记录和数据被格式化, 本公司对客户不承担任何责任。此外, 如果客户由于硬件配置或管理不善而出现数据延迟和任何其他数据完整性问题, 本公司不承担任何责任。

**1.4** 对于客户在使用交易平台时遇到的任何通信中断和/或延迟和/或问题, 本公司不承担任何责任。

**1.5** 为了确保交易平台的有效运作, 本公司可自行决定进行定期维护; 在出现包括但不限于平台异常关闭的紧急情况下, 也可在未提前通知客户的情况下自行决定重启/刷新服务器。在此类情况下, 交易平台或无法访问或无法运行, 所提供的服务或将在一定时间内暂停。本公司将尽力在交易时间之外的时段进行维护, 不便利或紧急的情况下除外。客户在此接受、理解, 本公司对于在维护期间出



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take place outside trading hours, unless not convenient or in urgent cases. The Client hereby accepts and understands that the Company will bear no responsibility for any loss incurred during maintenance activities, including financial loss or loss of opportunity or loss from any action or omission of the Company or of the Trading Platform provider.

现的任何损失(包括经济损失或机会损失或任何本公司或交易平台提供商的任何行为或不作为造成的损失)不承担责任。

## 2. Prohibited Actions on the Trading Platform

**2.1** The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform and/or computer system(s)

**2.2** The Client will use the Trading Platform only for the benefit of his Client Account and not on behalf of any other person.

**2.3** It is absolutely prohibited to take any of the following actions:

- A. Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.
- B. Intercept, monitor, damage or modify any communication which is not intended for him.
- C. Use any type of spider, virus, worm, Trojan-horse, time bomb and/or any other codes and/or instructions that are designed to distort, delete, damage and/or disassemble the Trading Platform and/or the communication system or any system of the Company.
- D. Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- E. Do anything that will, or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction.
- F. Take any action that could probably allow the irregular and/or unauthorised access of the Trading Platform.
- G. Use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.
- H. Use the Trading Platform in contravention of this Agreement.

## 2. 禁止在交易平台上从事的行为

**2.1** 客户不得非法访问或试图访问、逆向工程或以其他方式规避本公司应用于交易平台和/或计算机系统的任何安全措施。

**2.2** 客户只能通过其客户账户使用交易平台，不得代表任何其他人使用。

**2.3** 客户不得从事如下行为：

- A. 使用任何软件对本公司系统和/或交易平台进行人工智能分析。
- B. 拦截、监视、损坏或修改向他人发送的任何通信。
- C. 使用任何类型的网络蜘蛛、病毒、蠕虫、特洛伊木马、定时炸弹和/或任何其他代码和/或指令扭曲、删除、损坏和/或反汇编交易平台和/或通信系统或本公司任何系统。
- D. 主动发送适用法律或适用管理规定不允许的任何商业通信。
- E. 采取任何会或可能会破坏本公司计算机系统或交易平台的完整性或导致本公司系统出现故障的行为。
- F. 采取任何可能会导致非法和/或未经授权访问交易平台的行为。
- G. 使用(或允许他人使用)任何软件、程序、应用程序或其他设备直接或间接通过交易平台访问或获取信息，或自动访问或获取此类信息。
- H. 以违反本协议的方式使用交易平台。

**2.4** 网络问题/延迟，互联网连接延迟，价格推送错误/延迟，技术错误，以及其他因素有时会造成交易平台上或个人专区上显示的价格实际上并不反映准确和最新的市场价格和/或余额和/或交易账户



**2.4** Network issues/delays, internet connectivity delays, and price feed errors/ delays, technical errors and other factors can sometimes create a situation whereby the prices displayed on Trading Platform or the Personal Area do not actually reflect accurate and up to date market rates and/or balances and/or transactions in trading accounts. Trading strategies or other operations aimed at exploiting delays in prices or errors in prices, spreads, trading, commissions, third party commissions, other trading conditions and/or at concluding trades at off-market prices, or any other technical error or taking advantage of these factors are not permissible on the Trading Platform or the Personal Area. The Company reserves the right **NOT** to permit any abusive exploitation of the Trading Platform and/or connected Services at the Company's absolute discretion; any Transactions that rely on price latency arbitrage opportunities may be revoked, at Company's sole discretion and without prior notice being required. If the Company reasonably suspects based on the Client's trading strategy or other behaviour, that Client deliberately and/or systematically exploits or attempts to exploit such errors in prices and/or off-market prices, spreads, trading or third party commissions and/or any other technical error the Company may face as described in this section, the Company is entitled to take one or more of the following countermeasures:

- A. Restrict or block the Client's access to the Trading Platform;
- B. Terminate the Agreement immediately in accordance to Part A, section 10;
- C. Close the Client Account and/or close all accounts involved, including, without limitation all other accounts held by the same account holder and/or accounts of another Client which the Company considers to be involved in the above activity immediately by giving written notice;
- D. Take legal action for any losses suffered by the Company.
- E. Make the necessary corrections or adjustments on the account(s) involved including, without limitation, adjusting the spreads/commissions available to the Client.
- F. Restrict the access of the involved account(s) to streaming, instantly tradable quotes including, without limitation, providing manual quotations

上的交易的情况。在交易平台上或个人专区上不得使用旨在利用价格延迟或价格错误、点差、交易、手续费、第三方手续费、其他交易条件和/或以非市场价格完成交易, 或或利用任何其他技术错误或这些因素的交易策略或其他操作。本公司保留自行决定不允许任何滥用交易平台和/或连接服务的行为的权利;任何依靠价格延迟套利机会的交易或会被本公司在未事先通知的情况下自行决定撤销。如果本公司根据客户的交易策略或其他行为合理怀疑客户故意和/或系统地利用或试图利用这些错误的价格和/或非市场价格、点差、交易或第三方手续费和/或任何其他本公司在本段所述的可能遇到的技术错误, 本公司有权采取一个或多个以下应对措施:

- A. 限制或冻结对交易平台的访问;
- B. 根据A部分第10节立刻终止本协议;
- C. 在发出书面通知后立即关闭客户账户和/或关闭所有涉及的账户, 包括但不限于同一账户持有人持有的所有其他账户和/或本公司认为涉及上述活动的另一客户的账户,
- D. 对本公司遭受的任何损失采取法律措施。
- E. 在所涉及的账户上进行必要的修正或调整, 包括但不限于调整客户可用的点差/手续费。
- F. 限制涉及所涉及的账户对流服务、即时交易报价的访问, 包括但不限于只提供手动报价, 只在本公司事先批准的情况下提交订单。
- G. 取消所涉及的账户中任何本公司可证明是在客户关系期间任何时候通过此类滥用流动性的行为获得的历史交易利润;



only and submitting any Orders to Company's prior approval;

- G. Cancel from the account(s) involved any historic trading profits that Company can document as having been gained through such abuse of liquidity at any time during the client relationship;
- H. Take away/terminate/cancel or modify any standard and/or customized trading conditions or advantages offered to the Client in accordance to Part E, section 7, or restrict trade opening/modification/closing.
- I. Take any other action deemed necessary at Company's discretion.
- J. To confiscate any profits and/or revenues earned directly or indirectly from such errors and/or charge the Client additional fees in these cases and/or to nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges and/or to set-off the balances from any unjustified amounts generated from such errors.

**2.5** If the Company reasonably suspects based on the Client's trading strategy, any form of prohibited trading techniques, including but not limited to risk free profiting, Client's account operations that indicate that the Client aims to exploit and/or benefit from the internal transfer offering, Client's trading activity patterns that indicate that the Client solely aims to benefit financially without being genuinely interested in trading the markets and/or in taking market risk, internal hedging within the Client's account and/or in coordination with other parties, exploitation of our 'no negative balance' policy, fraud, manipulation, cash-back / bonus arbitrage, trading with the sole aim of generating third party commission, trading exclusively and/or the majority of the volumes during illiquid periods, use EAs in bad faith, hedging in bad faith, use of excessive leverage, 'expected' price gap abuse, trading on off-market quotes, churning, overloading the system with orders, multiple account operation which includes (i) accounts operating from the same location, (ii) using/indicating the same IP address / ID / phone number / etc, (iii) multiple accounts displaying the same deposit and withdrawal patterns, (iv) accounts showing similar or identical trading patterns or (v) accounts sharing the same device or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In

- H. 剥夺/终止/取消或修改根据E部分第7节提供给客户的任何标准和/或定制的交易条件或优势, 或限制开立交易/修改/平仓。
- I. 采取任何本公司自行决定认为必要的行动。
- J. 没收因上述错误而直接或间接获得的任何利润和/或收入, 和/或在这些情况下向客户收取额外费用, 和/或抵消所产生的任何利润/损失, 并退还原入金金额, 不包括任何入金和出金费用, 和/或抵消因上述错误而产生的任何不合理金额的余额。

**2.5** 如果本公司根据客户的交易策略或其他操作, 合理怀疑任何形式的被禁止的交易技术, 包括但不限于无风险获利、显示客户旨在利用和/或受益于内部转账服务的客户账户操作、显示客户只是为了经济利益而不是真正有兴趣在市场交易和/或承担市场风险的客户的交易活动模式、客户账户内的内部对冲和/或其他方的协调的对冲、利用我们的 "无负余额" 政策的行为、欺诈行为、操纵行为、利用现金返还/奖金套利的行为、交易的唯一目的是产生第三方佣金的行为、完全和/或在大部分时间在低流动性时期进行的交易、恶意使用EA、恶意对冲、过度使用杠杆、滥用 "预期" 价格缺口、针对非市场报价的交易、赚佣交易、用订单使系统超载、多账户操作行为包括 (i) 在同一地点操作的账户, (ii) 使用/显示相同的IP地址/ID/电话号码/等等、(iii) 多个账户显示相同的入金和出金模式, (iv) 账户显示类似或相同的交易模式或(v) 账户共享相同的设备或任何其他形式的欺骗或欺诈活动将构成所有交易和/或获得的利润或损失为无效。在这些情况下, 公司有权暂时或永久关闭/暂停/阻止所有客户的账户和/或公司认为涉及上述活动的另一个客户的账户, 和/或取消所有交易, 和/或暂停/关闭任何交易或防止其

these circumstances, Company reserves the right to close/suspend/block (either temporarily or permanently) all of the Client's Accounts and/or the accounts of another Client which the Company considers to be involved in the above activity and/or cancel all Transactions, and/or suspend/ close any trades or prevent their modification / opening, and/or block or cancel or nullify any internal transfers and/or disable withdrawal automations and/or change/decrease the leverage, and/or disable EAs, and/or cancel or nullify any profits, and/or take away any standard and/or customized trading conditions or advantages, and/or change/increase the margin requirements charge the trading accounts with a daily administration fee on their open positions and/or any action Company deems appropriate.

In view of the above, Clients will be strictly prohibited from opening any new trading Account(s) and trade with the Company. Nonetheless, in cases where a Client may successfully open an Account and trade with the Company due to any technical and/or human error, Company reserves every right to immediately close Client Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

**2.6** The Company has developed, and will continue to develop, any tools necessary to detect fraudulent and/or unlawful access to and use of the Trading Platform; any dispute arising from such fraudulent and/or prohibited trading activity will be resolved by the Company at the Company's sole and absolute discretion, in the manner deemed to be the most fair to all parties involved; that decision will be final and/or binding to all participants. In addition, it is strictly forbidden to use any software in a way that has a significant negative effect on the performance of the Company's servers and prevents the Company from providing the best possible service to the clients with regards to the order execution.

**2.7** If the Company reasonably suspects that the Client has used or is using any software, which has as its purpose the application of any kind of artificial intelligence analysis to the Trading Platform and/or computer system(s), the Company, at its absolute discretion, is entitled to take one or more of the following actions/countermeasures:

修改/开仓, 和/或阻止或取消或使任何内部转账无效和/或禁用自动出金和/或改变/减少杠杆, 和/或禁用EA, 和/或取消或作废任何利润, 和/或剥夺任何标准和/或自定义交易条件或优势, 和/或更改/提高保证金要求, 对交易账户上的未结头寸收取每日管理费用和/或采取任何公司认为适当的行动。

鉴于上述情况, 客户将被严格禁止开立任何新的交易账户和与本公司进行交易。然而, 如果客户由于任何技术和/或人为错误而成功开立账户并在本公司进行交易, 本公司保留一切权利在确认后立即关闭客户账户, 取消任何产生的利润/损失, 并退还原始存款金额(不包括任何入金和出金费用)。

**2.6** 本公司已经并将继续开发任何必要的工具来检测欺诈性和/或非法进入和使用交易平台; 任何因此类欺诈性和/或被禁止的交易活动而产生的争议将由本公司全权自行决定以本公司认为对所有相关方最公平的方式解决; 该决定将是最终的和/或对所有参与者有约束力。此外, 严禁使用任何对本公司的服务器的性能有重大负面影响和阻止本公司向客户提供有关订单执行的最佳服务。

**2.7** 如果本公司有理由怀疑客户已经或正在使用任何目的为对交易平台和/或计算机系统进行任何种类的人工智能分析, 本公司有权根据其绝对酌情权采取以下一种或多种行动/对策:

- A. 完全限制和/或阻止客户对交易平台的访问;
- B. 阻止和/或撤销访问数据和/或访问代码;
- C. 立即终止协议;
- D. 立即关闭客户的账户;
- E. 禁止开立交易和/或平仓和/或修改交易;

- A. Completely restricting and/or blocking Client's access to the Trading Platform;
- B. Blocking and/or revoking the Access Data and/or Access Codes;
- C. Terminating the agreement immediately;
- D. Closing the Client Account immediately;
- E. Disabling trade opening and/or closing and/or modification;
- F. Taking legal action for any losses suffered by the Company.
- G. Taking away/terminating/canceling or customizing any trading conditions or advantages offered to the Client.

Under these circumstances, the Company reserves the right to confiscate any profits and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge the Client additional fees in these cases. Moreover, the Company shall be entitled to notify any interested third parties of the breach of this clause.

Furthermore, the Client acknowledges and agrees that the Company may liquidate any outstanding contracts or positions the Client has with the Company once Client's Account has been closed. As a result of the above, the Client will be prohibited from opening any new trading Account(s) or trading with the Company. Nonetheless, the Company reserves the right to immediately close the Client's Account upon identification, nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges, in cases where the Client may successfully open an Account and trade with the Company due to any technical and/or human error.

**2.8** If the Company reasonably determines that the Client either once-off or systematically takes advantage of inefficient or delayed or wrong price feeds / commissions, or uses insider knowledge about the way prices will move, or manipulates the price gaining insight into its moves before they happen, by trading on them, the Company reserves the right among others without limitation to (a) to adjust the price(s) and/or the spread provided to the Client, (b) to delay the price confirmation and/or re-quote the price offered., (c) to

- F. 对公司遭受的任何损失采取法律行动 ;
- G. 剥夺/终止/取消或定制提供给客户的任何交易条件或优势。

在此类情况下, 本公司有权没收任何直接或间接从事此类被禁止的交易活动所获得的利润和/或收入, 并在此类情况下向客户收取额外费用。此外, 本公司有权通知任何有兴趣的第三方违反本条款的行为。

此外, 客户承认并同意, 一旦客户的账户被关闭, 本公司可以清算客户在本公司的任何未结合同或头寸。由于上述原因, 客户将被禁止开设任何新的交易账户或在本公司进行交易。然而, 如果由于任何技术和/或人为错误, 客户成功开立账户并在本公司进行交易, 本公司保留立即关闭客户的账户, 取消任何产生的利润/亏损并退还原始入金金额(不包括任何存款和提款费用)的权利。

**2.8** 如果公司有理由认为客户一次性或系统性地利用低效或延迟或错误的价格信息/佣金, 或利用关于价格走势的内幕消息, 或操纵价格, 在价格走势发生前洞察其走势, 在此基础上进行交易, 公司保留采取包括但不限于以下行动的权利: (a) 调整提供给客户的价格和/或点差, (b) 延迟价格确认和/或重新报价, (c) 限制客户对交易平台的访问和/或只提供手动报价, (d) 只要能证明交易利润是在与客户的关系中的任何时候因价格滥用而获得的, 取消产生的任何利润/亏损, (e) 以书面通知的方式立即终止与客户的关系, (f) 改变交易条件, (g) 限制交易的开启/修改或关闭。

**2.9** 如果本公司有足够的理由相信客户的交易策略对公司的交易设施的顺利运行构成威胁, 或者客户滥用公司的系统和交易条件, 对市场风险/投机没有真正的兴趣, 以及/或者出于本协议中规定的任何其他原因, 无论在这些交易策略中是否使用了VPS, 本公司保留在任何时候在通知或不

restrict Client's access to the Trading Platform and/or provide only manual quotes, (d) to nullify any profit/loss generated, provided that it can document that such trading profits have been obtained as a result of a price(s) abuse at any time during the relationship with the Client., (e) to immediately terminate by way of written notice the relationship with the Client (f) to change trading conditions, (g) to restrict the opening/modification or closing of trades.

**2.9** The Company reserves the right to disable and/or enable and/or terminate any Virtual Private Server (VPS) provided to the Client at any given time with or without any notice, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure / speculation and/or for any other reason as specified in this Agreement regardless if VPS was used during such trading strategies.

通知的情况下禁用和/或启用和/或终止提供客户的任何虚拟专用服务器(VPS)的权利, 而无需提供任何解释或理由。

### 3. Safety of Access Data

**3.1** Client is entitled to Access Data, so as to place Orders from his Client Account and perform various operations. The Client agrees to keep it secret and not to disclose any Access Data to any person.

**3.2** The Client may change his Access Data on his Personal Area with the exception of username, email address, phone password.

**3.3** The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.

**3.4** The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue the Client with replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he receives the replacement Access Data.

**3.5** The Client agrees that he will cooperate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

**3.6** The Client acknowledges that the Company bears no responsibility if unauthorized third persons obtain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties and/or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

**3.7** It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

### 3. 访问资料的安全

**3.1** 客户有权获取访问信息，以便通过自己的客户账户下订单和执行各种操作。客户同意对访问信息保密，不向任何人透露。

**3.2** 客户可以在个人专区修改自己的访问信息，但不能修改用户名、电子邮箱地址和手机密码。

**3.3** 客户不得以书面形式记录自己的访问信息。如果客户收到关于其访问信息的书面通知，必须立即将其销毁。

**3.4** 客户同意，如果知悉或怀疑自己的访问信息已经或可能已经被泄露给任何未经授权的人士，会立即通知本公司。收到通知后，本公司将采取措施防止继续使用相关访问信息，并为客户更换访问信息。在收到更换访问信息之前，客户将无法下任何订单或执行任何非交易操作。

**3.5** 客户同意配合本公司对滥用或涉嫌滥用其访问信息的行为进行调查。

**3.6** 客户承认，如果在协议双方和/或任何其他方之间使用互联网或其他网络通信设施、邮寄、电话或任何其他电子手段传输信息(包括电子地址、电子通信、个人数据和访问信息)时，未经授权的第三方获取了这些信息，本公司对此不承担任何责任。

**3.7** 客户同意并理解，通过交易平台发出的所有订单和在个人专区进行的非交易操作均被视为由客户做出，对客户具有约束力。



## 4. Intellectual Property

**4.1** This Agreement does not convey an interest in, or to the Trading Platform but only a limited, non-exclusive right of use of the Trading Platform according to the terms of this Agreement.

**4.2** Nothing in this Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.

**4.3** The Client is permitted to store, display, analyse, modify, reformat and print the information made available to him through the Website or the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information.

**4.4** The Client hereby agrees not to reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.

## 4. 知识产权

**4.1** 本协议没有将交易平台的权益授予客户，仅根据本协议条款授予客户有限的、非排他的交易平台使用权利。

**4.2** 本协议中的任何内容均不得解释为放弃本公司或任何其他第三方的知识产权。

**4.3** 客户可以存储、展示、分析、修改和打印本公司通过网站或交易平台提供的信息，或更改这些信息的格式。未经本公司明确书面同意，客户不得以任何形式向任何第三方发布、传输或以其他方式复制全部或部分此等信息。客户不得更改、遮掩或删除随信息一起提供的任何版权、商标或任何其他通知。

**4.4** 客户在此同意不复制、重制、拷贝、修改、修复、开发或转售交易平台的任何部分。



## Part D: Trading Terms

### 1. Execution

**1.1** The trading procedures of the Company (including but not limited to the types of Orders and way of execution) are detailed in the document “General Business Terms” found on the Company’s Website.

**1.2** It is understood that in relation to individual transactions, depending on the type of Client Account held by each Client, the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be a third party.

**1.3** Orders are placed by the Client with the Company with the use of Access Data on the Trading Platform, through the Client’s compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

**1.4** The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client’s Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client’s responsibility to monitor his positions at all times.

**1.5.** The Client acknowledges and agrees that the Company has the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Services, or the access to any Service, to change the nature, composition or availability of any Service, to impose trade exposure limitations or to change the limits set on the trading conducted by the

## D 部分：交易条款

### 1. 交易的执行

**1.1** 本公司网站上的“一般业务条款”详细介绍了本公司的交易程序(包括但不限于订单类型和执行方式)。

**1.2** 客户理解, 在一项交易中, 基于每个客户持有的客户账户类型, 本公司将作为具体交易的对手方执行订单或将订单发送给第三方执行(称为“直通式处理”)。在前一种情况下, 本公司为执行场所; 在后一种情况下, 本公司不是交易对手方, 第三方是执行场所。

**1.3** 客户通过接入互联网的兼容个人计算机, 在交易平台上使用访问信息向本公司下订单。本公司有权依赖客户在交易平台上使用访问信息发出的任何订单, 并根据订单行事, 无需进一步询问客户。任何此类订单均对客户具有约束力。

**1.4** 除非服务协议中另有约定, 否则本公司没有义务监控或告知客户任何交易的状态, 或将客户的任何未结头寸平仓。客户同意, 如果本公司决定做出前述行为, 将由本公司自行酌情处理, 不得将其视为持续性的义务。客户应随时掌握自己的头寸的情况。

**1.5** 客户承认并同意, 公司有权单方面暂停或终止(在任何时候, 有或没有理由或事先通知)所有或任何部分的任何服务, 或任何服务的访问, 改变任何服务的性质, 组成或可用性, 施加交易风险限制或改变客户通过任何/所有账户的任何交易平台进行交易的限制并立即生效。



EXNESS (SC) LTD (FSA License Number SD025),  
9A, CT House, 2nd Floor, Providence, Mahe, Seychelles  
Website: [www.exness.com](http://www.exness.com), email: [support@exness.com](mailto:support@exness.com)

Client through any trading platform on any / all  
Accounts.



## 2. Decline of Client's Orders, Requests and Instructions

**2.1** Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to accept and/or transmit or arrange for the execution of any Order of the Client in CFDs, for any good reason including but not limited in any of the following cases as applicable to CFDs:

- A. If the Order precedes the first Quote in the Trading Platform on the market opening;
- B. Under abnormal market conditions;
- C. If the Client has recently made an unreasonable number of requests in comparison to the number of Transactions;
- D. If the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
- E. It is impossible to proceed with an Order due to its size or price, or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order to be executed due to the conditions of the relevant Underlying Market;
- F. Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- G. In consequence of any request made by the regulatory and/or supervisory authorities of Seychelles and/or further to a court order;
- H. Where the legality or genuineness of the Order is under doubt;
- I. There is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;
- J. The Transaction Size is less than the minimum Transaction Size for the particular CFD or as

## 2. 拒绝客户的订单、请求和指令

**2.1** 在不影响本协议任何其他条款的情况下, 本公司在某些情形下, 有权以正当理由拒绝接受和/或传送或安排执行客户的任何差价合约订单。此类情形包括但不限于以下适用于差价合约的情形:

- A. 订单是在交易平台开市后的第一个报价之前发出的;
- B. 市场情况异常;
- C. 与交易笔数相比, 客户近期提出的请求次数不合理;
- D. 客户的可用保证金低于初始保证金或必要保证金, 或者客户账户中的结算后资金不足以支付特定订单的所有费用;
- E. 因交易量或价格问题无法执行订单; 拟执行交易量太小或太大, 本公司不愿意接受订单; 本公司认为无法在标的市场中对冲拟执行交易; 鉴于相关标的市场的状况, 无法执行订单;
- F. 本公司怀疑客户从事洗钱、恐怖主义融资或其他犯罪行为;
- G. 根据塞舌尔监管和/或监督机构提出的任何要求和/或法院命令应予拒绝;
- H. 订单的合法性或真实性存疑;
- I. 订单缺少基本信息、不明确或有歧义;
- J. 交易量小于合约细则中规定的特定差价合约的最小交易量;
- K. 本公司未报价、本公司的报价为参考报价、存在明显错误或是错误报价(偏离市场报价);
- L. 互联网连接或通信中断;

indicated in the Contract Specifications;

- K. A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);
  - L. Internet connection or communications are disrupted;
  - M. A Force Majeure Event has occurred;
  - N. In a suspected or actual Event of Default of the Client;
  - O. The Company has sent a notice of Termination of the Agreement to the Client;
  - P. The Client has failed to meet a Margin Call of the Company;
  - Q. The Client Account is temporarily blocked or is rendered dormant or is closed.
  - R. If any prohibited actions and/or prohibited trading techniques occurred on the trading platform, as further explained in Part C Section 2 herein above.
- M. 发生不可抗力事件；
  - N. 客户涉嫌或实际发生违约事件；
  - O. 本公司已向客户发出终止服务协议的通知；
  - P. 客户未满足本公司追加保证金通知的要求；
  - Q. 客户账户被临时冻结、休眠或关闭。
  - R. 如果在交易平台上发生任何被禁止的行为和/或出现任何被禁止的交易技术(如上文C部分第2节具体所解释)。

### 3. Margin Requirements

**3.1** The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.

**3.2** It is the Client's responsibility to ensure that he understands how Margin is calculated.

**3.3** The Company has the right to change Margin requirements with prior notice to the Client. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

**3.4** Lower Margin requirements for a specific Financial Instrument apply to all positions opened for this Financial Instrument.

**3.5** The Company reserves the right to increase the size of Margin requirements, before the close of the market before weekends and holidays. Information about the time frames during which increased Margin requirements are in effect is published in the Client's Personal Area and/or on the Company's Website.

**3.6** Increasing the amount of hedging in Market Maker accounts (and for the Underlying Assets that are subject to Hedged Margin) will result in a reduction of Margin requirements for new hedging orders.

**3.7** Reducing the amount of hedging in Market Maker accounts (and for the Underlying Assets that are subject to Hedged Margin) is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.

**3.8** The Margin requirements applicable to the different CFDs can be found in the Contract Specifications section on the Website at <https://www.exness.com/contractspecifications/>. If at any time the Equity falls below a certain percentage of the Necessary Margin, specified in the Contract Specifications section on the Website, the Company has the right to close any, or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him. In order to determine if the

### 3. 保证金要求

**3.1** 客户在开仓时必须存入并维持本公司当时规定的初始保证金和/或对冲保证金。

**3.2** 客户须自行了解保证金的计算方式。

**3.3** 本公司有权在事先通知客户的情况下更改保证金要求。在这种情况下, 本公司有权将新的保证金要求应用于新头寸和已开立头寸

**3.4** 对特定金融品种的较低保证金要求适用于该金融品种开立的所有头寸。

**3.5** 本公司保留在周末和节假日收市前增加保证金要求的权利。提高保证金要求生效的时间周期将发布在客户个人专区和/或本公司网站。

**3.6** 提高做市商账户 (以及受对冲保证金影响的标的资产) 对冲金额将降低新对冲订单的保证金要求。

**3.7** 降低做市商账户 (以及受保证金影响的标的资产) 对冲金额将被视为开立新头寸, 并将导致相应金融品种先前开立头寸的保证金要求按比例发生变化 (基于金额)。

**3.8** 适用于不同差价合约的保证金要求见本公司网站

<https://www.exness.com/contractspecifications/> 上的合约细则。如果净值在任何时候低于本公司网站合约细则规定的必要保证金的特定比例, 本公司有权在不征得客户同意或不事先书面通知客户的情况下将客户的所有未结头寸平仓。为了确定客户是否违反了本款规定, 本协议中提及的以非客户账户货币计价的金额, 应根据我公司在考虑现行的市场汇率后选择的合理汇率兑换为客户账户

Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account, at reasonable exchange rates as the Company will select, having regards to the prevailing market rates.

**3.9** If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except where permitted by the Company, hedging position(s) to reduce margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.

**3.10** The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

**3.11** Margin must be paid in monetary funds in the Currency of the Client Account.

**3.12** The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

货币并被视为以客户账户货币计价。

**3.9** 在本公司向客户终端发送追加保证金通知后, 客户将无法开立任何新头寸, 本公司允许的为降低保证金而开立的对冲头寸除外。

**3.10** 如客户认为自己到期无法支付追加保证金, 须尽快通知本公司。

**3.11** 保证金必须以客户账户货币通过货币资金支付。

**3.12** 客户保证不对转入本公司的任何保证金设置担保权益, 且该等保证金没有未结担保权益, 也不会同意转让或让与该等保证金。



## 4. Trailing Stop, Expert Advisor and Stop Loss Orders

**4.1** The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor and/or any other automated processes are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions of the Client Trading Terminal and in case these additional functions affect the reliability and/or smooth operation and/or the stability of the Company's Trading Platform to immediately terminate by way of written notice the relationship with the Client and/or take any actions deemed appropriate.

**4.2** The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

## 4. 移动止损、智能交易和止损单

**4.1** 客户同意，使用移动止损和/或智能交易和/或任何其他自动程序等客户交易终端附加功能的交易执行操作直接依赖于客户的交易终端，客户对此全权负责，本公司对此不承担任何责任。本公司保留接受或拒绝使用客户交易终端的额外功能的权利，如果这些额外功能影响到本公司交易平台的可靠性和/或平稳运行和/或稳定性，本公司将立即以书面通知的方式终止与客户的关系和/或采取任何本公司认为适当的行动。

**4.2** 客户同意，发出止损单不一定会将损失限制在预期金额内，因为市场状况可能会导致无法以指定的价格执行止损单，本公司对此不承担任何责任。

## 5. Trade Confirmations and Reporting

**5.1** The Company will provide the Client with online access to his Client Account via the Trading Platform, which will provide him with sufficient information including information on Order(s) status, Client Account status, Balance in the Client Account and trade confirmations in respect of each executed Order.

**5.2** Trade confirmations will be available on the Trading Platform prior to the close of the back office on the Business Day following the day on which the order is executed.

**5.3** If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the day of receipt of the said trade confirmation.

## 5. 交易确认和报告

**5.1** 本公司允许客户通过交易平台在线访问其客户账户，客户可借此获取充分的信息，包括订单状态、客户账户状态、客户账户余额以及与每个已执行订单相关的交易确认信息。

**5.2** 在执行订单后的下一个工作日，客户可以在后台关闭之前在交易平台上查询交易确认信息。

**5.3** 如果客户有理由认为交易确认信息与实际情况不符，或没有收到任何确认信息（尽管交易已经完成），客户应联系本公司。在没有明显错误的情况下，除非客户在收到上述交易确认信息后的两（2）个工作日内书面通知本公司信息有误，否则交易确认信息应被视为最终信息。

## Part E: CFD Trading Terms

### 1. CFD Order Execution

**1.1** Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's Website, as amended by the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

**1.2** The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

**1.3** Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero and/or for any other justifiable reason.

**1.4** Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

**1.5** The Client may change the expiration date of Pending Orders.

## E 部分: 差价合约交易条款

### 1. 差价合约订单的执行

**1.1** 客户可以在本公司网站上显示的每一种差价合约的交易时间(本公司可不时修改)内开立、执行、变更(如允许)或删除订单, 未执行的订单将在下一交易时段(如适用)继续有效。如本公司不平仓, 所有未结即期头寸将在相关标的市场收盘后延续至下一个工作日。如本公司不平仓, 所有未结远期头寸将在某一相关期结束后延续至下一相关期。

**1.2** 本公司没有义务在本公司网站上所示的正常交易时间之外安排执行客户的任何差价合约订单。

**1.3** 订单的有效时间将根据订单类型和客户指定的时间而定。如果未指定订单有效时间, 订单将无期限有效。但是, 如果客户账户净值为零和/或出于任何其他合理理由, 本公司有权删除一个或所有挂单。

**1.4** 如果交易确认信息已经发出, 订单已经执行或正在执行, 或者市场已经收盘, 订单不可修改或删除。如果价格已经达到订单执行价位, 客户无权再更改或取消限价卖单和获利单。

**1.5** 客户可以更改挂单的到期日期。

## 2. Quotes

**2.1** The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

**2.2** It is understood that Quotes on the Client Terminal are Indicative Quotes and Slippage may occur.

**2.3** In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.

**2.4** The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.

**2.5** The Company has the right not to provide Quotes and not execute Orders in case when the price of Underlying Asset becomes negative.

## 2. 报价

**2.1** 本公司报价时会考虑标的资产价格, 但这不表示报价在标的资产价格的任何特定比例内。在相关标的市场收盘时, 本公司提供的报价将反映本公司认为的相关标的资产在当时的卖价和买价。客户确认, 此类报价由本公司全权决定。

**2.2** 客户理解, 客户终端上的报价是参考报价, 可能会出现滑点。

**2.3** 如果因价格、交易量或其他原因无法执行订单, 本公司将向客户重新发送一份本公司同意交易的报价。

**2.4** 本公司将从服务器报价数据库中删除错误报价(偏离市场报价)。

**2.5** 当标的资产的价格为负数时, 本公司有权不提供报价、不执行订单。

### 3. Leverage

**3.1** The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Website of the Company at [www.exness.com/leverage](http://www.exness.com/leverage).

**3.2** An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.

**3.3** The Company has the right:

- A. To set the leverage on the Client's trading account at no more than 1:200 3 (three) hours before market closing before weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will affect the transactions to be opened within the aforementioned time period of 3 (three) hours.
- B. To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

**3.4** The information about leverage changing is in the Personal Area. If the information on the Website contradicts information in the Personal Area, the priority is information in the Personal Area.

### 3. 杠杆

**3.1** 本公司有权根据本公司网站 [www.exness.com/leverage](http://www.exness.com/leverage) 中所述的条  
件改变客户账户杠杆(调高或调低), 无  
需事先通知客户。

**3.2** 根据本公司制定的规则自动更改杠  
杆后以及客户通过其个人专区更改杠杆  
后, 客户所有头寸的保证金要求将被重  
新计算。

**3.3** 本公司拥有以下权利:

- A. 如果交易账户当前杠杆大于 1:200,  
在周末和节假日前一日收盘前 3  
(三)小时, 将客户交易账户杠杆设  
定在 1:200 以内。该变化将影响上述  
3(三)小时内的新开立交易。
- B. 在可能对金融品种价格产生重大影  
响的宏观经济事件和/或重大新闻发  
生之前, 限制杠杆和/或提高保证金  
金额。

**3.4** 个人专区会显示杠杆变化信息。如果  
本公司网站上的信息与个人专区中的信  
息有冲突, 以个人专区中的信息为准。

## 4. Financing Charges

**4.1** Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

## 4. 融资费用

**4.1** 本公司会对部分差价合约收取日常融资费用。不同类型差价合约的融资费用详见合约细则。



## 5. Swaps and Swap Free Accounts

**5.1** Swaps are calculated according to the Contract Specification found on the Company's Website. The Client may use the "Trader Calculator" on the Website in order to calculate the cost of Swap for a specific trade.

**5.2** Where applicable, swap operations are carried out daily at 10:00 pm during Winter time and 09:00 pm during Summer Time according to the time of the Client Terminal, except on Saturday and Sunday. At 10:00 pm during Winter time and 09:00 pm during Summer Time on Wednesday or on Friday (depending on the Underlying Asset), the triple cost of the Swap operation is added to/charged off the Client Account. Swap amounts less than 0.01 units in the Client's respective account currency will not be credited. Swaps may change daily and might be subject to additional price adjustments (depending on the Underlying Asset).

**5.3** The Company maintains the right to change Swaps for any Underlying Asset at any time with or without prior notification to the Client. The applicable Swaps will be reflected on the Company's official website and it is the Client's responsibility to monitor and always be aware of Swap charges.

**5.4** The Company may offer Swap free Client Accounts for all Underlying Assets and/or Swap free Client Accounts for specified Underlying Assets. Swap operation is not performed on Swap free Client Accounts and/or on Underlying Assets not subject to Swaps. The Company in its discretion may change the Underlying Assets available for Swap free Client Accounts.

**5.5** Not all account types may be Swap free Client Accounts. Only those account types and/or Underlying Assets specified on the website from time to time may be Swap Free provided that the Client is eligible for Swap free status in accordance with paragraph 5.6 and 5.7 of Part E below. Moreover, the Company may in its sole discretion change the account types and/or the Underlying Assets eligible for Swap free status.

**5.6** During the Account Opening process, Clients from Islamic Countries will be considered as eligible for a Swap free Account. This is determined according to identification information and/or the phone number of the Client on the Account Opening Application Form.

**5.7** At the Company's discretion, Clients from non-Islamic Countries might be considered as eligible

## 5. 隔夜利息和免隔夜利息账户

**5.1** 隔夜利息根据本公司网站上的合约细则计算。客户可以使用本公司网站上的“交易者计算器”计算特定交易的隔夜利息。

**5.2** 如适用，隔夜利息操作将在每晚 10:00 (冬季) 或 09:00 (夏季) (以客户终端时间为准) 进行，周六和周日除外。周三或周五晚上晚上 10:00 (冬季) 或 09:00 (夏季)，取决于标的资产，本公司会给客户账户支付/从客户账户扣除三倍隔夜利息。如隔夜利息小于 0.01 单位 (以客户相应的账户货币为单位)，该笔隔夜利息将不予存入客户账户。隔夜利息或每日变更一次，也可能进行其他价格调整 (取决于标的资产)。

**5.3** 本公司保留在事先通知客户或在未事先通知客户的情况下随时更改任何标的资产的隔夜利息的权利。客户有责任追踪和始终知悉隔夜利息的变化。

**5.4** 本公司可对所有标的资产提供免隔夜利息客户账户和/或向特定的标的资产提供免隔夜利息客户账户。免隔夜利息客户账户和/或免隔夜利息的标的资产不存在隔夜利息操作。本公司有权自行更改免隔夜利息客户账户的标的资产。

**5.5** 并非所有类型的账户都可免隔夜利息。只有本公司在网站上不时指定的账户类型和/或标的资产可以免隔夜利息，前提是根据以下部分 E 第 5.6 和 5.7 款客户符合免隔夜利息的资格。此外，本公司可自行决定更改符合免隔夜利息资格的账户类型和/或标的资产。

**5.6** 在开户过程中，来自伊斯兰教国家的客户将被视为拥有免隔夜利息账户的资格。是否拥有上述资格取决于开户申请表上客户的身份信息和/或手机号码。

**5.7** 本公司可决定将来自非伊斯兰国家的客户视为有资格使用免隔夜利息客户账户。在此类情形下，本公司保留不时决定免隔夜利息级别以及客户是否拥有这些级别资格的权利。这些决定应在合

for a Swap free status Client Account. In such a case, Company retains the right to define from time to time the Swap free levels and Client's eligibility for these levels as these shall be stated in the Contract Specifications or the Company's Website. Swap free Client Account status and/or Swap free levels might be automatically assigned to the Client at the Company's discretion and Client shall not have the right to decline, modify or cancel any of them. The Company reserves the right to change, modify or cancel the Swap free Client Account and/or Swap free levels at its discretion at any time.

**5.8** Subject to paragraph 5.3 of Part E of the Client Agreement, If the Client has a Swap free Client Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap free Client Accounts appear in the Contract Specifications or on the Company's Website.

**5.9** All the provisions herein in this entire Agreement apply to Swap free Client Accounts save any mentions to Swaps.

**5.10** The Client who has a Swap free Client Account may not hold his floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.

**5.11** The Company reserves the right to cancel, amend, terminate Swap free status of Client's Account and/or Swap free levels at its sole discretion and without prior notice without bearing any responsibility or liability in this regard.

**5.12.** The Company reserves the right to disable and/or enable swap free trading for Client 's Trading account at any given time, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure / speculation.

**5.13.** The Company reserves the right to take any of the following actions, at any time, in the event that detects any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, (a) with immediate effect, to revoke the Swap-free status from any and all real trading Accounts of such a client and charge the

约细则和/或本公司网站上说明。本公司可决定自动将免隔夜利息客户账户身份和/或免隔夜利息级别分配给客户，客户没有权利拒绝、修改或取消任何决定。本公司保留随时自行更改、修定或取消免隔夜利息客户账户和/或免隔夜利息级别的权利。

**5.8** 需符合 5.3 段。客户协议 E 部分第 5.3 款的前提下，对于持有免隔夜利息客户账户的客户，本公司不会对隔夜交易头寸收取隔夜利息或延续费用。适用于免隔夜利息客户账户的所有费用详见合约细则或本公司网站。

**5.9** 除明确提及隔夜利息的以外，本协议所有条款都适用于免隔夜利息客户账户。

**5.10** 持有免隔夜利息客户账户的客户不得长期持有浮动头寸并从中获利。如发生此类情况，客户必须将浮动头寸平仓，本公司将对其追溯收取隔夜利息。

**5.11** 本公司保留在无事先通知的情况下自行决定取消、修改和终止客户账户的免隔夜利息资格和/或免隔夜利息级别的权利，且对此类行为不承担任何责任或义务。

**5.12** 如果本公司有足够的理由相信客户的交易策略对公司的交易设施的顺利运行造成了威胁，或者客户滥用公司的系统和交易条件而对市场/投机没有真正的兴趣，本公司保留在任何特定时间禁用和/或启用客户的交易账户的免隔夜利息权益的权利，而没有义务提供任何解释或理由。

**5.13** 如果发现任何客户的免隔夜利息账户存在任何形式的滥用、欺诈、操纵、返现套利、套利交易或其他形式的欺骗或欺诈行为，本公司保留在任何时候采取以下任何行动的权利：(a) 立即取消该客户的任何及所有真实交易账户的免隔夜利息权益，并收取相应的隔夜利息；(b) 纠正和收回该客户的任何和所有免隔夜利息交易账户在作为免隔夜利息交易账户期间的任何未累计的隔夜利息和任

relevant swaps; (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were Swap-free trading Accounts; and/or (c), with immediate effect, to close all trading Accounts of such client, nullify all trades carried out in such client's trading Accounts and cancel all profits or losses garnered in such client's trading Accounts and/or change the client's trading conditions or restrict the opening/modification/closing of trades.

何相关的未累计的利息支出和/或费用；和/或 (c) 立即关闭该客户的所有交易账户，取消该客户的交易账户中进行的所有交易，取消该客户的交易账户中获得的所有利润或损失和/或改变该客户的交易条件或限制交易的开启/修改/关闭。

## 6. Lots

**6.1** The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

## 7. Other Terms

**7.1** The Company at its sole and absolute discretion may offer and/or provide to Client customised trading conditions/advantages as these will be specified between the Company and the Client and/or as the Client might be notified from time to time by the Company and/or as these can be found in the Clients' Personal Area and/or the Website. Company reserves the absolute right to cancel / terminate / modify / change such customised trading conditions / advantages provided to the Client in case of doubtful operations by the Client and/or in case the Client's trading activity is subject to prohibited trading techniques or in case of Default as described in this Agreement and for any other reason at the discretion of the Company and under no circumstances shall the Company be held liable for any consequences or loss in such a case.

**7.2** The Company reserves the right to cancel/ change/ modify any of the Contract Specifications for all or only for certain clients at any time at their discretion and/or depending upon the market situation with or without notice. The Client further acknowledges and agrees that it is his/her sole responsibility to review the Contract Specifications before and after placing any order with the Company.

**7.3.** The Client acknowledges and agrees that it is his/her sole responsibility to review the Agreement before signing and that there is no limitation in time in assessing the relevant terms and conditions before entering the Agreement. The Client acknowledges that regardless of when they initiate the termination request following the opening of the account, the Company is not liable to refund any funds lost or spent during trading, except for the balance available for withdrawal at the time when termination becomes effective.

## 8. Corporate Actions, Adjustment Events and Insolvency

## 6. 手

**6.1** 1(一)个标准手是每种差价合约的指定计量单位。本公司可自行决定提供合约细则或本公司网站不时定义的标准手、微型手和迷你手。

## 7. 其他条款

**7.1** 本公司可全权酌情决定向客户告知和/或提供特定的交易条件/优点, 这些交易条件/优点会在本公司和客户之间明确, 而且/或者客户或会时常收到本公司的通知。这些内容可参阅客户个人专区和/或网站。如果由于客户存在可疑的操作行为和/或客户的交易活动涉及被禁止的交易技术或出现本协议中所述的违约情形和本公司自行提出的任何其他理由, 本公司保留取消/终止/修改/变更此类提供给客户的特定的交易条件/优势的绝对权力, 且本公司不对此类情况下的任何后果或损失承担责任。

**7.2** 本公司保留在任何时候在通知和未通知的情况下自行决定和/或根据市场情况取消/改变/修改所有或只针对某些客户的任何合同规范的权利。客户进一步承认并同意, 在向本公司发出任何订单之前和之后, 审查合约细则是其唯一责任。

**7.3.** 客户承认并同意, 在签署协议之前查阅协议是他/她的单独责任, 在签订协议之前评估相关条款和条件没有时间限制。客户承认, 无论他们在开户后何时提出终止请求, 本公司都不负责退还交易期间损失或花费的任何资金, 但终止生效时可提取的余额除外。

## 8. 公司行动、调整事件和破产

**8.1** 可能会出现与差价合约的标的资产相



**8.1** A Corporate Action or Adjustment Event may occur in relation to the underlying asset of a CFD.

**8.2** If a Corporate Action or Adjustment Event occurs, the Company may take appropriate action (in its reasonable opinion) to:

**8.2.1** replicate this in the Order or Transaction;

**8.2.2** reflect any action taken by counterparties to trades in respect of such underlying assets of the CFD that the Provider has entered into in order to hedge or offset the Provider's exposure to the Client; or

**8.2.3** preserve the economic equivalent of the Order or CFD Transaction immediately prior to the Corporate Action or Adjustment Event, which may have consequences on the Transaction.

**8.3** The Company will give the Client notice of any applicable action that it decides to take as soon as reasonably practicable, which for the avoidance of doubt may be after the relevant Corporate Action or Adjustment Event or after the relevant action which the Company may take in its discretion under this clause 8.

**8.4** If the price of the Underlying Asset that a CFD is based upon is suspended, the Company may, in its sole discretion, close any Open Positions in that CFD at a price that is reasonable. Such price may be different for a buy and sell Transaction and may be at a price of zero (0).

**8.5** The Company will notify the Client of the date and price at which such Open Position will be closed.

**8.6** The Company reserves the right to request additional Margin and/or any reasonably foreseeable associated costs incurred by the Company (or any of its affiliates) in connection with any suspension of a CFD or the relevant Underlying Asset.

**8.7** If an issuer, whose securities form the basis of a CFD, becomes insolvent or similar, the Company may close all Transactions on that CFD, generally at a price of zero (0).

**8.8** If the Client has an Open Position on any such CFD, the Company shall provide the Client with notice of this.

**8.9** Certain CFDs have an expiry date. On the expiry date, an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Any affected Pending Order(s)

关的公司行动或调整事件。

**8.2** 如果出现公司行动或调整事件，本公司可采取其认为合理的行动来：

**8.2.1** 在订单或交易中复制该行动或事件；

**8.2.2** 对于提供者已经签署的差价合约的标的资产，为了对冲或抵消提供者对客户的风险，反应任何对手方对交易采取的行动；或

**8.2.3** 保留订单或差价合约交易在公司行动或调整事件(或对交易产生后果)前一刻的经济情况。

**8.3** 本公司将在合理可行的情况下尽快通知客户其决定采取的任何适用行动，为避免疑义，通知可能发生在相关公司行动或调整事件之后，或在本公司根据本第8条酌情决定采取的相关行动之后。

**8.4** 如差价合约所基于的标的资产的价格中止，本公司可自行决定以合理的价格关闭任何该差价合约中的未结头寸。对于买入交易和卖出交易，此类价格或会不同，也可能为零(0)。

**8.5** 本公司会通知客户此类未结头寸关闭时的日期和关闭的价格。

**8.6** 本公司保留权利要求更多保证金和/或任何本公司或其任何关联方遭受的可合理预测的、与任何差价合约或相关标的资产的中止有关的相关成本。

**8.7** 如果差价合约基础的组成证券的发行方破产或陷入类似的状况，本公司可关闭该差价合约的所有交易[通常以价格零(0)关闭]。

**8.8** 如果客户在任何此类差价合约上有未平仓头寸，公司应向客户发出通知。

**8.9** 某些差价合约有过期日期。在过期当日，即将过期的差价合约上的未结头寸将以当下现行或最后一个可用的市场价格关闭。

will be canceled. Nothing precludes the Client from closing the relevant position and canceling the affected Pending Orders prior to the expiry date. The expiry date for the relevant CFD shall be published on the Trading Platform and/or on the API and/or on the Website.

**8.10** The Company may require the Client to close any Positions which it has with the Company and which may have been affected by Corporate Actions, Adjustment Events or product termination due to low/no liquidity, no price provider or other relevant persons, or the Company may in its sole discretion close any of such Positions at the last available prices. The Company may close any open positions prior to or following such Corporate Actions, Adjustment Events or product termination, at its sole discretion. The Company further reserves the right to remove and/or seize offering this financial instrument

任何受影响的挂单都将被取消。没有任何事物可以妨碍客户在过期日期前关闭相关的头寸和取消受影响的挂单。相关CFD的过期日期将在交易平台和/或API和/或网站上发布。

**8.10** 本公司可要求客户关闭其在本公司的任何可能被公司行动、调整事件或由于低/零流动性导致的产品终止影响的头寸;任何价格提供商或其他相关人士或本公司均不可以最后可用价格自行决定关闭任何此类头寸。本公司可自行决定在公司行动、调整事件或产品终止之前或之后关闭任何未平仓合约。公司还保留删除和/或扣押该金融工具的权利。



## Part F: Social Trading

### 1. Introduction

PART F is applicable only to those Clients who use the Social Trading service.

### 2. Investor

**2.1** The Investor, by following a Strategy of a Strategy Provider, hereby agrees to the following:

- A. To authorize and instruct the Strategy Provider to act on his/her behalf in accordance with the specific Strategy in connection to the Investment Account;
- B. To authorize and instruct the Company to take any necessary action to follow the Strategy of the Strategy Provider selected by the Investor;
- C. Any Strategy selected to be followed by the Investor should be followed in the proportion of the funds of the Investor in the Investment Account;
- D. To authorize and instruct the Company to transfer the Strategy Provider's commission from the Investment Account to the account allocated by the Strategy Provider for this purpose at the end of each Social Trading Period.

**2.2** Details and/or information in relation to the Investor's trading activities while using the Social Trading service shall be available on the Social Trading website and/or Social Trading mobile application.

**2.3** The Investor may start copying a Strategy,

## F 部分：社交交易

### 1. 引言

F 部分仅适用于使用社交交易服务的客户。

### 2. 投资者

**2.1** 投资者通过跟随某一策略提供者的某一策略，特此同意以下所述内容：

- A. 授权并指示策略提供者代表其根据与投资账户相关的特定策略行事；
- B. 授权并指示本公司对跟随投资者所选的策略提供者的策略采取任何必要行动；
- C. 任何投资者选定的、即将跟随的策略均应遵循投资者的投资账户的资金比例跟随；
- D. 授权并指示本公司在每一社交交易周期结束时将策略提供者佣金从投资账户转账至策略提供者为此目的指定的账户。

**2.2** 使用社交交易服务期间的与交易者交易活动相关的详情和/或资讯可在社交交易网站和/或社交交易手机应用程序上查询。

**2.3** 投资者可根据社交交易手机应用和/或网站和/或任何其他由本公司为社交交

deposit and transfer funds and/or withdraw any available funds to and from his/her Investment Account in accordance with the procedures and restrictions available from time to time on the Social Trading mobile applications and/or Website and/or any other website maintained by the Company for Social Trading and subject to the Agreement.

**2.4** The Investor can transfer the funds allocated for following a specific Strategy from his/her Investment Account after he/she stops following a Strategy.

**2.5** The Investor may stop following Strategy at any time during the time the market is open and the relevant Open Position(s) shall be closed at market price.

**2.6** The Company reserves the right at its absolute discretion to close any or all Open Position(s) of a Strategy Provider at any time and the Investor's Account shall be adjusted accordingly.

**2.7** The Social Trading system may close any or all Open Position(s) of an Investor at any time.

**2.8** The Investor may deposit via the payment systems/methods available by the Company for the Social Trading service from time to time.

**2.9** The Investor acknowledges and accepts that by following a Strategy of a specific Strategy Provider he/she accepts the commission and Leverage set by the respective Strategy Provider.

**2.10** The Investor acknowledges and understands that he/she should always maintain the required Balance reflected in his/her Investment Account in order to follow the specific Strategy selected.

**2.11** The Investor acknowledges and agrees that

易所维护的网站不时提供的、受本协议约束的程序和限制, 开始复制策略、向其投资账户存入资金、进行转账和/或从中提取任意可用资金。

**2.4** 投资者停止跟随某一策略后, 可从其投资账户转出分配用于跟随该策略的资金。

**2.5** 投资者可在市场开盘期间随时停止跟随某一策略, 且相关的未结头寸将按市场价格平仓。

**2.6** 本公司保留随时完全自行决定关闭策略提供者任何或全部未结头寸的权利, 且投资者账户将应做相应的调整。

**2.7** 社交交易系统可随时关闭投资者的任何或全部未结头寸。

**2.8** 投资者可不时通过本公司为社交交易服务提供的支付系统/方式存入资金。

**2.9** 投资者确认并接受, 跟随某一特定策略提供者的策略则意味着接受该策略提供者所设定的佣金和杠杆。

**2.10** 投资者确认并理解, 为了跟随某一选定的特定策略, 投资者应当始终保持其投资帐户显示的所需余额。

**2.11** 投资者确认并同意, 一旦其选择开始跟随和复制某一特定策略, 投资者将自动跟随和复制该特定策略下的所有现有未结头寸以及该特定策略下的任何由策略提供者在将来进行的新交易订单。

once he/she selects to start following and copying a specific Strategy, all the existing Open Positions under that particular Strategy will automatically be followed and copied by the Investor together with any further new trading orders performed by the Strategy Provider under the specific Strategy.

**2.12** The Investor acknowledges and accepts that variations in the pricing may occur from the moment that the Investor selects to copy a specific Strategy to the actual moment that the Investor starts copying such a Strategy.

**2.13** In addition to clause 11.1 of Part A of the current Agreement, each of the following constitutes an “Event of Default” for the Investor:

The Investor has carried out trading through Social Trading:

- A. Which can be characterized as excessive, without legitimate intent, to profit from market movements;
- B. While relying on price latency or arbitrage opportunities;
- C. Which can be considered as market abuse;
- D. During abnormal market/trading conditions.

**2.14** If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions in addition to Clause 11.2 of Part A:

- A. Adjust the Investor’s trading account balance to remove illicit profit;
- B. Freeze and/or terminate and/or block the Strategy Provider’s Strategy and/or deny access to Social Trading.

**2.15** The Investor irrevocably and unconditionally acknowledges and agrees that any description provided by the Strategy Provider in relation to the Investment Account, including the news feed and/or

**2.12** 投资者确认并接受, 从投资者选择复制某一特定策略时起, 到投资者实际开始复制该策略的时间段里, 价格可能会发生变化。

**2.13** 本服务协议 A 部分第 11.1 款以及以下每种情形均构成投资者“违约事件”:  
投资者通过社交交易进行交易:

- A. 且交易行为可被认为是没有合法意图地以过度的方式从市场活动中获利;
- B. 且交易行为建立在价格延迟或套利机会之上;
- C. 且交易行为可被视为滥用市场;
- D. 且交易行为发生在异常的市场/交易条件下。

**2.14** 发生违约事件时, 本公司有权在不事先书面通知客户的情况下, 随时完全自行决定采取 A 部分第 11.2 款所述措施以及以下一项或多项措施:

- A. 调整投资者的交易账户余额以移除非  
法收益
- B. 冻结和/或终止和/或禁用策略提供者  
策略和/或禁止其使用社交交易。

**2.15** 投资者不可撤销、无条件地承认和同意, 任何由策略提供者提供的、与投资账户相关的描述, 包括新闻推送和/或任何其他方式提供的描述, 均未经过本公司批准。投资者承认、同意并承诺在投资相关的投资金额前, 自己对策略提供者和相关的投资账户进行尽职调查。

any other means, has not been approved by the Company. The Investor acknowledges, agrees, and undertakes to perform his own due diligence on the Strategy Provider and the relevant Investment Account before investing with the relevant Investment Account.

**2.16** The Investor acknowledges and agrees that the Company shall not be liable for any losses incurred in the Investment Account.

### 3. Strategy Provider

**3.1** In order to create and maintain a Strategy the Strategy Provider should:

- A. Choose a name for the Strategy;
- B. Describe the Strategy;
- C. Set the commission;
- D. Choose the Leverage of the Strategy from the options provided by the Company from time to time;
- E. Set a password for the operation of the Strategy Provider's Account;
- F. Deposit and maintain in the Strategy Provider's account the minimum amount set by the Company from time to time;
- G. Provide any other information required by the Company from time to time.

Meet any requirement required by the Company from time to time as these can be found in the Strategy Provider's Personal Area and/or the Website and/or any other document and/or policy or guidelines that might be provided by the Company or published to the Company's Website from time to time.

**3.2** The Company reserves the right to reject and/or block the visibility of a proposed and/or existing Strategy for any reason including without limitation the below:

- A. The provided description of the Strategy is not in

**2.16** 投资者承认并同意, 本公司对于投资账户出现的任何损失均不承担责任。

### 3. 策略提供者

**3.1** 要创建和维护策略, 策略提供者需要:

- A. 为该策略选择一个名称;
- B. 描述该策略;
- C. 设定佣金;
- D. 从本公司不时提供的选项中选择策略的杠杆;
- E. 为策略提供者账户的操作设置密码;
- F. 给策略提供者账户存入并保持本公司不时设置的最低金额;
- G. 提供本公司不时要求的任何其他信息。

满足公司不时要求的任何要求, 因为这些可以在策略提供者的个人专区, 和/或网站, 和/或公司可能提供或不时发布到网站的任何其他文件和/或政策或指南中找到。

**3.2** 本公司保留因任何原因拒绝和/或阻止显示一项拟定中的和/或现有的策略的权利, 该等原因包括但不限于:

- A. 所提供的对策略的描述不符合本服务协议的条款和/或本公司的任何其他规定和/或包含非法和/或不道德的引述和/或包含与策略无关的个人或其他信息和/或不合情合理和/或缺乏一致性和/或提供具有误导性质的信息, 和/或侵犯第三方权利, 包括商标和其他知识产权;

accordance with the provisions of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references, and/or it contains personal or other information not related to the Strategy, and/or does not make sense and/or lacks consistency and/or provides misleading information, and/or infringe third party rights, including trademark and other intellectual property rights;

- B. The selected name for a Strategy is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect certain morality or ethical standards;
- C. The selected picture connected to a Strategy presents a minor (child) and/or is inappropriate and/or is misleading and/or insulting of a race and/or any religion and/or refers to illegal actions, and/or does not respect certain morality standards and/or is unethical;
- D. The Strategy Provider's account does not have sufficient funds as per the minimum requirements of the specific Social Trading account type;
- E. The Strategy Provider's account has not been fully verified in accordance with paragraph 3.2 of Part A;
- F. The Strategy Provider's Strategy has been inactive and/or has no trading activity upon it for more than seven (7) calendar days
- G. The Strategy Provider introduce or present himself as an employee or representative of the Company and/or claim, directly or indirectly, that the Company and/or its Affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of any Strategy Provider's statement or their activities;
- H. The Strategy Provider content contains sexually explicit and/or any grossly offensive content,

- B. 所选择的策略名称具有误导性和/或侮辱性和/或包含种族主义或宗教引述和/或涉及非法行为和/或不尊重某些道德或伦理标准;
- C. 所选择的与策略相关的图像包含未成年(儿童)和/或不适当的和/或具有误导性性质和/或侮辱某一种族和/或任何宗教和/或涉及非法行为和/或不尊重某些道德标准和/或不符合伦理;
- D. 根据特定的社交交易账户类型的最低要求, 该策略提供者的账户不具备最低要求所要求的充足资金。
- E. 策略提供者的账户根据部分 A 第 3.2 款尚未完全验证;
- F. 策略提供者的策略保持非活跃或无交易活动超过七(7)天。
- G. 投资组合经理以本公司员工或代表的身份介绍, 和/或直接或间接声明本公司和/或其关联方认可、保持任何控制, 和/或保证任何投资组合经理陈述或其活动准确性和/或完整性的行为;
- H. 包含色情和/或任何严重攻击性的内容, 例如偏执意见、种族主义、仇恨或亵渎, 或仇恨、威胁或色情内容;煽动暴力或含有裸体、图片或无端暴力的内容;
- I. 包含未经授权的商业通讯(如垃圾邮件);
- J. 以自动化的方式(如收割程序、机器人、蜘蛛或抓取器), 收集和/或使用/复制用户的内容或信息, 或以其他方式访问网站和/或投资组合管理平台;
- K. 策略提供者在我们的网站上和/或使用



including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening, or pornographic; incite violence or that contain nudity or graphic or gratuitous violence;

- I. The Strategy Provider post or send unauthorized commercial communications (such as spam);
- J. The Strategy Provider collects and/or uses/copies users' content or information, or otherwise accessing Website and/or the Social Trading system, using automated means (such as harvesting bots, robots, spiders, or scrapers);
- K. The Strategy Provider engages in unlawful multi-level marketing, such as a pyramid scheme on our Websites and/or using our Services;
- L. The Strategy Provider's materials created contains viruses or other malicious code;
- M. The Strategy Provider solicits personal information and/or login information or access an account belonging to someone else;
- N. The Strategy Provider disables, overburdens, or impairs the proper working of Company, such as a denial of service attack and/or facilitates or encourages any violations of these rules;
- O. The Strategy Provider makes misleading and/or absolute and/or untrue statements about the performance of the Strategy and/or guarantee the performance of the Strategy;
- P. The Strategy Provider materials contain information which is not related to the Strategy, does not make sense and/or lacks consistency or which is not balanced enough - overwhelmed on the positive side.
- Q. The Strategy Provider's materials contain false statements about its knowledge and experience and/or its trading strategy and/or its authorization and/or mislead in any way the Investors and/or

我们的服务参与违法多层次营销活动 (如金字塔骗局);

- L. 包含病毒或其他恶意代码;
- M. 索取个人信息和/或登录信息或访问属于其他人的账户;
- N. 使本公司无法正常运转、负担过重或损害正常工作的行为, 例如拒绝服务的攻击行为和/或协助或鼓励任何违反本公司规定的行为;
- O. 就对该基金的业绩作出误导性和/或绝对的和/或不真实的陈述和/或保证该基金业绩的行为;
- P. 包含与该基金无关、不合理和/或缺乏一致性或不全面(例如盲目积极)的信息。
- Q. 策略提供者的材料包含关于其知识和经历和/或交易策略和/或授权的虚假信息 and/或以任何方式误导投资者和/或任何其他用户;
- R. 策略提供者的材料包含对本公司、其关联方、员工、股东和/或其任何关联伙伴和/或其他人员的侮辱性或诽谤性或骚扰性和/或辱骂性的内容;
- S. 策略提供者的材料包含宣传或推广任何其他实体或与产品无关的任何服务的内容;
- T. 策略提供者使用本公司的网站和/或任何本公司的服务进行任何违法、误导性、恶意或歧视活动;
- U. 策略提供者在未获得相关允许的情况下提及和/或使用包含但不限于监管部门、当局和其他第三方的视觉资料/标



any other users;

- R. The Strategy Provider's materials contain statements which are abusive or defamatory or harassing, and/or insulting statements to the Company, its affiliates, employees, shareholders, and/or any of its Associates and/or other users or otherwise;
- S. The Strategy Provider's materials contain statements which advertise or promote any other entities and/or any services unrelated to the product;
- T. The Strategy Provider uses the Company's websites and/or any Company's Services to do anything unlawful, misleading, malicious, or discriminatory;
- U. The Strategy Provider makes references to and/or uses visuals/logos of third parties including but not limited to regulatory bodies, authorities, and others without possessing the relevant permissions;
- V. The Strategy Provider creates strategy names and/or strategy descriptions which do not make sense or have actual/useful meaning;
- W. The Strategy Provider makes any references to bank account details;
- X. The Strategy Provider makes unsubstantiated restrictions/giving instructions to investors on how, when, and how much to invest and/or withdraw, or similar.
- Y. The Strategy Provider includes any links in the Social Trading system, such as social media links to profiles which he does not personally manage, unless this is justified in the Company's discretion.
- Z. The Strategy Provider states and/or implies and/or deceives and/or impersonates that the Strategy is managed and/or represented by an individual and/or a legal entity other than the

志;

- V. 策略提供者创建的策略名称/或策略描述没有意义或没有实际/实用意义;
- W. 策略提供者提及任何银行账户信息;
- X. 策略提供者设置未经证实的限制/就如何和何时投资和/或出金以及投资和/或出金金额或其他类似事宜给予指示。
- Y. 策略提供者在社交交易系统上提供任何链接, 如链接至并非由其亲自管理的账户的社交媒体链接, 本公司自行决定认可的情形除外。
- Z. 策略提供者声称和/或暗示和/或欺骗和/或假冒其策略是由在本公司注册和批准的个人和/或法律实体之外的个人和/或法律实体管理和/或代表。
- AA. 策略提供者不遵守或违反任何适用的内容指南。
- BB. 本公司自行决定认为相关和适当的任何其他理由。
- CC. 策略提供者创建的策略, 策略名称、描述、内容或图像与现有策略相同或基本相似, 可能误导投资者。

**3.3** 本公司保留随时完全自行决定关闭策略提供者的任何或全部未结头寸的权利。

**3.4** 策略提供者明白并接受, 当其特定策略仍有任何未结头寸时, 其将不能从其交易账户提取任何其自己的资金。

**3.5** 本服务协议 A 部分第 11 款以及以下每种情形均构成策略提供者“违约事件”:

individual and/or the legal entity registered and approved by the Company.

- AA. The Strategy Provider does not abide by or is in breach of any applicable Content Guidelines.
- BB. For any other reason considered as relevant and appropriate by the Company in its sole discretion.
- CC. The Strategy Provider creates strategies with names, descriptions, content or images that are identical or substantially similar to those of existing strategies that could mislead the Investors.

**3.3** The Company reserves the right at its absolute discretion to close any or all Open Position(s) of a Strategy Provider at any time.

**3.4** The Strategy Provider understands and accepts that he/she shall not be able to withdraw any of his/her own funds in and from his/her Strategy Provider's account while his/her specific Strategy has any Open Positions.

**3.5** In addition to clause 11 of Part A of the current Agreement each of the following constitutes an "Event of Default" for the Strategy Provider:

- A. If the Strategy Provider's Strategy is carrying excessive risk for a long period of time;
- B. If the Strategy Provider's description of the Strategy does not match the actual trading conditions;
- C. The Strategy Provider has carried out trading:
1. Which can be characterized as excessive and/or without legitimate intent, to profit from market movements;
  2. While relying on price latency and/or arbitrage opportunities;

- A. 如果策略提供者的策略长期承担过高风险;
- B. 如果策略提供者对策略的描述与实际交易条件不符;
- C. 策略提供者进行了以下交易:

1. 且交易行为可被认为是以过度的和/或没有合法意图的方式从市场活动中获利;
2. 且交易行为建立在价格延迟和/或套利机会之上
3. 本公司自行决定视交易行为为滥用市场;
4. 且交易行为发生在异常的市场/交易条件下
5. 本公司自行决定禁止的交易技巧;

- D. 如果策略提供者违反本《客户协议》部分F的第3.2款。

**3.6** 若发生违约事件, 本公司有权在有或没有书面通知客户的情况下, 随时完全自行决定采取 A 部分第 11.2 款所述措施以及以下任何措施:

- A. 冻结和/或终止和/或禁用策略提供者的策略和/或禁止其使用社交交易;
- B. 要求修改对策略的描述。

**3.7** 策略提供者的佣金将在相关策略的社交交易周期结束时计算并向策略提供者

3. Which can be considered in the Company's sole discretion as market abuse;
4. During abnormal market/trading conditions.
5. Which is considered as a prohibited trading technique at the Company's discretion;

D. If the Strategy Provider is in breach of clause 3.2. Part F of this Client Agreement.

**3.6** If an Event of Default occurs the Company may, at its absolute discretion, at any time with or without Written Notice, take any of the following actions in addition to clause 11.2 Part A:

- A. Freeze and/or terminate and/or block the Strategy Provider's Strategy and/or deny access to Social Trading;
- B. Request to make amendments on the description of the Strategy.

**3.7** The Strategy Provider's commission is calculated and paid to the Strategy Provider at the end of the Social Trading Period connected with each Strategy.

**3.8** The Strategy Provider's commission may be determined by the Strategy Provider for each Strategy but may not exceed 50% of the Investor's Profit. The Strategy Provider's commission shall not be changed after the specific Strategy is created.

**3.9** The Strategy Provider shall receive the Strategy Provider's commission for the positive returns of Investors in USD currency, which is calculated as indicated on the Company's Website and/or on the Social Trading mobile application.

**3.10** In the event that an Investor stops following a specific Strategy of a Strategy Provider before the end of the Social Trading Period, the Strategy Provider's commission is calculated at the time of

支付。

**3.8** 策略提供者可决定每项策略的策略提供者佣金，但佣金不可超过投资者收益的 50%。策略提供者的佣金在策略创建后不得更改。

**3.9** 策略提供者将从投资者的正收益中获得以美元计价的策略提供者佣金，其计算方式如本公司网站和/或社交交易手机应用上所示。

**3.10** 如果投资者在社交交易周期结束前停止跟随某一策略提供者的特定策略，则策略提供者佣金将在关闭策略时按当下市场价格计算。

**3.11** 策略提供者需遵循我们的网站上所示的不时修改的最低入金要求方可创建新的策略。

**3.12** 策略提供者必须满足本公司不时提出的任何要求，例如但不限于与策略提供者的交易可靠值水平有关的要求，这些要求应由公司不时通知，和/或可在策略提供者的个人区域和/或网站和/或本公司可能不时提供的任何其他文件和/或政策中找到。

**3.13** 策略提供者可归档策略。在此情况下，所有投资将被关闭，任何可用资金将退还给投资者。可用佣金将在账单期结束时支付。

## 4. 社交交易风险确认和同意

Strategy closing at the current market price.

**3.11.** In order to open a new strategy the ST shall abide by the minimum deposit requirements as stated in our website, and as may be amended from time to time.

**3.12.** The Strategy Provider must meet any requirement required by the Company from time to time such as without limitation in relation to the Strategy Provider's trading reliability level as these requirements shall be notified from time to time by the Company and/or as these can be found in the Strategy Provider's Personal Area and/or the Website and/or any other document and/or policy that might be provided by the Company from time to time.

**3.13.** The Strategy Provider may archive the Strategy. In this event all Investments will be closed and any available funds will be returned to the Investor. The available commission will be paid out at the end of the billing period.

## **4. Social Trading**

### **Acknowledgement of Risk and Consents**

**4.1** The Company does not provide any guarantee as to the performance of any Strategy.

**4.2** Any description and/or information in relation to a Strategy is not considered as confidential and/or personal information.

**4.3** The Company reserves the right at any time with or without notice to close and/or pause and/or suspend and/or stop copying any Strategy Provider's account(s), and/or Strategy and/or Order either of the Investor or Strategy Provider.

**4.4** Performance statistics represented in relation to Strategy Providers and/or Strategies are historical and the Company does not guarantee any profit for the Investor; past performance is not a reliable indicator of future results and the Investor is recommended to decide on the selection of a Strategy by reviewing the actual history and/or

**4.1** 本公司对任何策略的业绩均不提供任何保证。

**4.2** 任何与某一策略相关的描述和/或信息不可视为保密和/或个人信息。

**4.3** 本公司保留在有或没有通知的情况下随时关闭和/或暂停和/或推迟和/或停止复制任何策略提供者账户和/或投资者或策略提供者的策略和/或订单的权利。

**4.4** 所呈现的与策略提供者和/或策略相关的业绩数据均属于历史数据, 本公司不保证投资者会获得收益; 过往业绩不是未来结果的可靠指标, 我们建议投资者通过查阅实际的历史数据和/或策略的业绩以决定如何选择策略。

**4.5** 策略提供者同意: 本公司可在本公司集团下的公司和/或外部公司和/或顾问间使用和/或传递和/或处理与策略提供者策略相关的信息。

**4.6** 策略提供者和投资者承认并同意受到取决于其地区的限制。

**4.7** 投资者承认并同意, 所投资的资金为投资者的资金; 禁止使用来自第三方的资金进行投资。

performance of the Strategy.

**4.5** The Strategy Provider acknowledges that the Company may use and/or pass and/or process information in relation to the Strategy Provider's Strategy in the Company's group of companies and/or external companies and/or consultants.

**4.6** The Strategy Provider and the Investor acknowledge and agree that are subject to limitations depending on their region.

**4.7** The Investor acknowledges and agrees that the money invested belongs to the Investor and that it is prohibited to invest money from any other third party.

## **Part G: Portfolio Management**

### **1. Introduction**

## **G 部分: 投资组合管理**

### **1. 简介**

**1.1** G 部分仅适用于如下所述符合资格条件，并使用本公司提供的投资组合管理平台的客户。

**1.2** 本公司应允许客户登录和使用投资组合管理平台，但客户必须履行本协议项下的义

**1.1** PART G is applicable only to those Clients who are eligible and use the Portfolio Management platform provided by the Company as described below.

**1.2** Company shall allow participation and use of Portfolio Management platform subject to the fulfillment of Client's obligations under this Agreement and of any other requirement of becoming Portfolio Manager or PM Investor or an Associate as applicable from time to time by the Company.

## **2. Portfolio Manager and PM Strategy Provider**

**2.1.** A Client shall be eligible to become a Portfolio Manager or PM Strategy Provider and use the Portfolio Management platform provided by the Company provided that he/she meets any applicable requirements required from time to time by the Company.

**2.2** Subject to clauses 1.2 and 2.1 above herein, Client becomes a Portfolio Manager when creating his/her first Fund and Client becomes a PM Strategy Provider when creating his/her first PM Strategy. In order to create, manage and maintain a Fund and/or a PM Strategy the Portfolio Manager or PM Strategy Provider should:

A. Choose a name for the Fund and/or PM Strategy;

B. Describe the Fund and/or PM Strategy;

C. Choose a Portfolio Management Products from the options provided by the Company from time to time;

D. Set the minimum PM Investment to the Fund and/or the PM Strategy;

E. Choose the leverage for the Fund

务, 以及满足本公司不时提出的适用于成为投资组合经理或 PM 投资者或合伙人的任何其他要求。

## **2. 投资组合经理和PM策略提供者**

**2.1** 客户应符合成为投资组合经理或PM策略提供者的条件, 并使用本公司提供的投资组合管理平台, 但其必须不时满足本公司提出的任何适用要求。

**2.2** 根据本协议第 1.2 和 2.1 条的规定, 客户在创建其第一个基金时成为投资组合经理; 客户在创建其第一个PM策略时成为PM策略提供者。为了创建、管理和维护基金和/或PM策略, 投资组合经理或PM策略提供者应:

A. 为本基金和/或PM策略选择一个名称;

B. 介绍该基金和/或PM策略;

C. 从本公司不时提供的选择中选择一种投资组合管理产品;

D. 设定该基金和/或PM策略的最低投资金额;

E. 从本公司不时提供的选择中确定本基金和/或PM策略的杠杆;

F. 根据本公司不时提供的选择, 设置收益佣金类型和金额;

G. 提供本公司不时要求的任何其他信息。

H. 满足任何本公司不时提出的要求



and/or the PM Strategy from the options provided by the Company from time to time;

F. Set the Performance Fee type and size from the options provided by the Company from time to time;

G. Provide any other information required by the Company from time to time.

H. Meet any requirement required by the Company from time to time such as without limitation in relation to minimum and/or maximum size of PM Investments, the Portfolio Management Products and Portfolio Manager's trading reliability level as these requirements shall be notified from time to time by the Company and/or as these can be found in the Portfolio Manager's Personal Area and/or the Website and/or any other document and/or policy that might be provided by the Company from time to time.

**2.3** To invite a PM Investor to invest in a Fund and/or PM Strategy, the Portfolio Manager or PM Strategy Provider should share a Fund and/or PM Strategy link to or code for the Fund and/or the PM Strategy. Funds and/or PM Strategies are not made publicly available, and only individuals and/or legal entities who have received a link to or code for the Fund will be able to invest. After the Client decides to invest in a Fund and/or in a PM Strategy he/she should sign any required documentation by the Company and send a request to invest in the Fund and/or in the PM Strategy. The Portfolio Manager or the PM Strategy Provider is allowed to accept or reject requests to invest in a Fund and/or in a PM Strategy. After the request is accepted by the Portfolio Manager or the PM Strategy Provider, the Client has the opportunity to make PM Investment/s in this Fund and/or in his PM Strategy.

, 包括但不限于PM投资的最小和/或最大金额、投资组合管理产品和投资组合经理的交易可靠值。这些要求将由本公司不时通知和/或可在投资组合经理的个人专区和/或网站和/或任何其他本公司可能不时提供的文件和/或政策中获取。

**2.3** 要邀请PM投资者投资基金和/或策略, 投资组合经理或PM策略提供者应分享基金和/或PM策略的链接或代码。 本公司的基金和/或PM策略不对外公开发售, 只有收到基金链接或代码的个人和/或法律实体才能进行投资。 客户做出投资基金和/或PM策略的决策后, 应签署本公司规定的全部文件, 并发出投资基金和/或PM策略的请求。投资组合经理或PM策略提供者可以选择同意或拒绝基金和/或PM策略的投资请求。请求经投资组合经理或PM策略提供者同意后, 客户才能对该基金/PM策略进行投资。

**2.4** 投资组合经理只能对相关基金进行下单, 且禁止提款或转账操作。

**2.5** 投资组合经理或PM策略提供者承认并同意, 在投资组合管理平台内部和外部创建、发布和传播与投资组合管理有关的材料(包括但不限于基金和/或PM策略信息, 如经纪人介绍和照片、基金和/或PM策略名称、基金和/或PM策略描述)不得:

A. 包含不符合本服务协议的条款和/或本公司的任何其他规定和/或包含非法和/或不道德的引述和/或包含与基金和/或PM策略无关的个人或其他信息和/或不合情合理和/或缺乏一致性和/或提供具有误导性或不清晰或不公平的信息, 和/或侵犯第三方权利, 包括侵犯商标和其他知识产权;

**2.4** Portfolio Manager is only able to place Orders connected to a Fund and is prohibited to make withdrawals or transfers.

**2.5** The Portfolio Manager or PM Strategy Provider acknowledges and agrees that materials created, published and disseminated by him/her in relation to the Portfolio Management, within and outside the Portfolio Management platforms, including but not limited to Fund's and/or PM Strategy's information (e.g. biography, photo, Fund and/or PM Strategy/ies name, Fund and/or PM Strategy/ies description, social media page of the connected Fund and/or PM Strategy/ies) shall not:

A. contain materials which are not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or contain illegal and/or unethical references, and/or it contains personal or other information not related to the Fund and/or PM Strategy/ies, and/or does not make sense and/or lacks consistency and/or provides misleading or unclear or unfair information, and/or infringe third party rights, including trademark and other intellectual property rights;

B. mislead and/or insult and/or contain racist or religious references and/or refer to illegal actions, and/or do not respect certain morality or ethical standards;

claim Portfolio Manager's or PM Strategy Provider's eligibility to provide the services which may require a license, registration and/or notification in their state of residency and/or in the residency states of PM Investor/s;

D. introduce or present Portfolio Manager or PM Strategy Provider's as an employee or representative of the Company and/or claim, directly or indirectly, that the Company and/or its Affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of any Portfolio Manager's statement or their activities;

B. 具有误导性和/或侮辱性和/或包含种族主义或宗教引述和/或涉及非法行为和/或不尊重某些道德或伦理标准的信息;

C. 声称投资组合经理和/或PM策略提供者有资格提供可能需要在其居住地和/或PM投资者居住地获得许可证、注册和/或通知的服务;

D. 投资组合经理和/或PM策略提供者以本公司员工或代表的身份介绍, 和/或直接或间接声明本公司和/或其关联方认可、保持任何控制, 和/或保证任何投资组合经理和/或PM策略提供者的陈述或其活动准确性和/或完整性的行为;

E. 包含色情和/或任何严重攻击性的内容, 例如偏执意见、种族主义、仇恨或亵渎, 或仇恨、威胁或色情内容;煽动暴力或含有裸体、图片或无端暴力的内容;

F. 包含展示未成年人(儿童)的图片;和/或包含任何不恰当和/或误导性和/或侮辱某一种族和/或任何宗教和/或提及非法行为, 和/或不尊敬某些道德标准和/或不道德的内容。

G. 包含未经授权的商业通讯(如垃圾邮件);

H. 以自动化的方式(如收割程序、机器人、蜘蛛或抓取器), 收集和/或使用/复制用户的内容或信息, 或以其他方式访问网站和/或投资组合管理平台;

I. 在我们的网站上和/或使用我们的服务参与违法多层次营销活动(如金字塔骗局);

J. 包含病毒或其他恶意代码;

E. contain sexually explicit and/or any grossly offensive content, including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening, or pornographic; incite violence or that contain nudity or graphic or gratuitous violence;

F. contain a picture that presents a minor (child), and/or contain any content which is inappropriate and/or misleading and/or insulting of a race and/or any religion and/or refers to illegal actions, and/or does not respect certain morality standards and/or is unethical;

G. contain, post or send unauthorized commercial communications (such as spam);

H. collect and/or use/copy users' content or information, or otherwise accessing Website and/or the Portfolio Management platform, using automated means (such as harvesting bots, robots, spiders, or scrapers);

I. engage in unlawful multi-level marketing, such as a pyramid scheme on our Websites and/or using our Services;

J. contain viruses or other malicious code;

K. solicit personal information and/or login information or access an account belonging to someone else;

L. disable, overburden, or impair the proper working of Company, such as a denial of service attack and/or facilitate or encourage any violations of these rules;

M. make misleading and/or absolute and/or untrue statements about the performance of the Fund and/or PM Strategy and/or guarantee the performance of the Fund and/or PM Strategy;

N. contain information which is not related to the Fund and/or PM Strategy, does not make sense and/or lacks consistency or which is not balanced enough - overwhelmed on the positive side.

K. 索取个人信息和/或登录信息或访问属于其他人的账户;

L. 使本公司无法正常运转、负担过重或损害正常工作的行为, 例如拒绝服务的攻击行为和/或协助或鼓励任何违反本公司规定的行为;

M. 就对该基金的业绩作出误导性和/或绝对的和/或不真实的陈述和/或保证该基金业绩的行为;

N. 包含与该基金无关、不合理和/或缺乏一致性或不全面(例如盲目积极)的信息。

O. 包含关于其知识和经历和/或交易策略和/或授权的虚假信息 and/或以任何方式误导PM投资者和/或任何其他用户;

P. 包含对本公司、其关联方、员工、股东和/或其任何关联伙伴和/或其他人员的侮辱性或诽谤性或骚扰性和/或辱骂性的内容;

Q. 包含宣传或推广任何其他实体或与产品无关的任何服务的内容;

R. 使用本公司的网站和/或任何本公司的服务进行任何违法、误导性、恶意或歧视活动;

S. 在未获得相关允许的情况下提及和/或使用包含但不限于监管部门、当局和其他第三方的视觉资料/标志

T. 创建的基金名称/或基金描述没有意义或没有实际/实用意义;

U. 提及任何银行账户信息;

V. 设置未经证实的限制/就如何和何时投资和/或出金以及投资和/或出金金额或其他类似事宜给予指示。

W. 在投资组合管理平台上提供任何链接, 如链接至并非由其亲自管理的账户的社交媒

O. contain false statements about its knowledge and experience and/or its trading strategy and/or its authorization and/or mislead in any way the PM Investors and/or any other users;

P. contain statements which are abusive or defamatory or harassing, and/or insulting statements to the Company, its affiliates, employees, shareholders, and/or any of its Associates and/or other users or otherwise;

Q. contain statements which advertise or promote any other entities and/or any services unrelated to the product;

R. use the Company's websites and/or any Company's Services to do anything unlawful, misleading, malicious, or discriminatory;

S. make references to and/or use visuals/logos of third parties including but not limited to regulatory bodies, authorities, and others without possessing the relevant permissions;

T. create Fund and PM Strategy names and/or fund and PM Strategy descriptions which do not make sense or have actual/useful meaning and/or is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect certain morality or ethical standards;

U. make any references to bank account details;

V. make unsubstantiated restrictions/giving instructions to investors on how, when, and how much to invest and/or withdraw, or similar.

W. include any links in the Portfolio Management platform, such as social media links to profiles which he does not personally manage, unless this is justified in the Company's discretion.

X. shall not state and/or imply and/or deceive and/or impersonate that the Fund and/or PM Strategy is managed and/or represented by an

体链接, 本公司自行认可的情况除外。

X. 不可声称和/或暗示和/或欺骗和/或假冒其基金和/或PM策略是由在本公司注册和批准的个人和/或法律实体之外的个人和/或法律实体管理和/或代表。

Y. 违反任何本公司不时在本公司网站上发布的适用指南和/或政策和/或道德规范。

Z. 包含的基金和/或PM策略的描述不符合本协议的条款和/或任何其他本公司的规定, 和/或包含非法和/或不道德和/或不逻辑和/或缺乏一致性的内容和/或提供误导性的信息。

**2.6** 本公司保留随时完全自行决定关闭一个基金和/或PM策略内任何或全部未结头寸的权利, 但在任何情况下均无关闭一个基金和/或PM策略内任何或全部未结头寸的义务。此权利仅为保护本公司利益, 以避免或阻止可能给公司造成各类损失或伤害的行为。

**2.7** 本服务协议A部分第11款以及以下每种情形均构成投资组合经理或PM策略提供者“违约事件”:

A. 投资组合经理和或PM策略提供者的基金和/或PM策略长期承担过高风险;

B. 所提供的对投资组合经理或PM策略提供者的简介、照片、基金和/或PM策略名称、基金和/或PM策略名称描述、和/或基金和/或PM策略要求的任何其他信息的描述, 不符合本服务协议的条款和/或本公司的任何其他规定和/或包含非法和/或不道德的引述和/或不合情合理和/或缺乏一致性和/或提供具有误导性质的信息;

C. 投资组合经理或PM策略提供者根据本协议A部分第3.1和3.2条尚未完全验证;



individual and/or a legal entity other than the individual and/or the legal entity registered and approved by the Company.

Y. breach any applicable guidelines and/or policies and/or code of ethics as published by the Company from time to time on the Company's Website.

Z. Contain a description of the Fund and/or PM Strategy which is not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references and/or does not make sense and/or lacks consistency and/or provides misleading information;

**2.6** The Company reserves the right at its absolute discretion, but in any case is under no obligations, to close any or all Open Position(s) within a Fund and/or PM Strategy at any time. This right is reserved only for the benefit of the Company in order to prevent or stop activities that may bring any type of loss or damage in the Company.

**2.7** In addition to clause 11 of Part A of the current Agreement each of the following constitutes an "Event of Default" for the Portfolio Manager or PM Strategy Provider:

A. if the Portfolio Manager's or PM Strategy Provider's Fund and/or PM Strategy is carrying excessive risk for a long period of time;

B. the provided Portfolio Manager's or PM Strategy Provider's biography, photo, Fund and/or PM Strategy name, Fund and/or PM Strategy description, and/or any other information provided as part of the Fund and/or PM Strategy requirements, is not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references and/or does not make sense and/or lacks consistency and/or provides misleading information;

C. the Portfolio Manager or PM Strategy

D. 投资组合经理或PM策略提供者已超过七(7)个工作日处于不活动状态和/或没有产生与基金或PM策略相关的任何交易活动;

E. 根据本协议A部分第10条的规定, 投资组合经理或PM策略提供者终止服务;

F. 投资组合经理或PM策略提供者的基金和/或PM策略描述与基金和/或PM策略的实际交易活动不一致;

G. 如果投资组合经理或PM策略提供者的基金和/或PM策略有相当部分的交易与另一基金和/或PM策略的交易相同或类似, 以至于看起来像是对另一基金和/或PM策略交易的模仿或复制;

H. 投资组合经理或PM策略提供者进行了以下交易:

(a) 认定为过度和/或无正当意图从市场波动中套利的交易;

(b) 依赖于价格延迟和/或套利机会的交易;

(c) 依据本公司自行判断可视为滥用市场和/或操纵市场和/或欺诈活动的交易;

(d) 异常市场/交易条件下的活动。

I. 投资组合经理或PM策略提供者不持有其居住地和/或PM投资者居住地所需的许可证、注册和/或通知和/或任何其他授权;

J. 投资组合经理或PM策略提供者未能履行或违反须对本公司应尽的任何义务和/或投资组合经理作出不真实的陈述或保证, 或陈

Provider has not been fully verified in accordance with paragraph 3.1 and 3.2 of Part A of this Agreement and/or does not meet any requirements as provided by the Company from time to time;

D. the Portfolio Manager or PM Strategy Provider has been inactive and/or has no trading activity connected to the Fund for more than seven (7) calendar days;

E. the Portfolio Manager or PM Strategy Provider has been terminated in accordance with paragraph 10 of Part A of this Agreement;

F. if the Portfolio Manager's or PM Strategy Provider's description of the Fund and/or PM Strategy does not match the actual trading activity in the same Fund and/or PM Strategy;

G. If a substantial portion of the trades in a Portfolio Manager's Fund and/or PM Strategy are identical or similar to the trades of another Fund and/or PM Strategy, to the extent that it appears they are mimicking or replicating those trades;

H. the Portfolio Manager or PM Strategy Provider has carried out trading:

(a) which can be characterized as excessive and/or without legitimate intent, in order to profit from market movements;

(b) while relying on price latency and/or arbitrage opportunities;

(c) which can be considered in the Company's sole discretion as market abuse and/or market manipulation and/or fraudulent activity;

(d) during abnormal market/trading conditions.

I. the Portfolio Manager or PM Strategy Provider is not a holder of a license, registration and/or notification and/or of any other authorisation required in his/her state of residency and/or in the residency states of PM Investors;

述和保证变为不真实;

K. 如果根据特定的投资组合管理账户类型的最低要求, 投资组合经理或PM策略提供者的账户不具备充足的资金;

L. 如果投资组合经理或PM策略提供者不遵守或违反任何适用的内容指南。

M. 出于任何其他原因或情况考虑, 本公司合理地认为有必要或应该采取下文第 2.8 条所述的任何行动。

N. 如果投资组合经理或PM策略提供者不遵守或违反本协议中以上的第2.5条。

O. 本公司由于任何其他原因视为相关和适当的情形。

**2.8** 如果发生违约事件, 在发出或不发出书面通知的情况下, 本公司保留其绝对酌情决采取除第 11.2 条之外的任何下列行动的权利, 但在任何情况下无义务采取除第 11.2 条之外的任何下列行动:

A. 终止本协议并立即生效;

B. 拒绝和/或阻止计划和/或目前安排的投资组合经理或PM策略提供者;

C. 冻结和/或暂停和/或终止和/或关闭或冻结投资组合经理或PM策略提供者管理的任何和/或所有基金和/或PM策略和/或任何未平仓头寸和/或拒绝访问投资组合管理平台 and/或拒绝收益佣金;

D. 通过取消投资组合经理或PM策略提供者开立新头寸的权限, 将该基金和/或PM策略的状态改为“仅平仓”模式;



- J. the Portfolio Manager or PM Strategy Provider fails to perform or breaches any obligation due to the Company and/or where any representation or warranty made by the Portfolio Manager is or becomes untrue;
- K. if the Portfolio Manager's or PM Strategy Provider's account does not have sufficient funds as per the minimum requirements of the specific Portfolio Management account type;
- L. If the Portfolio Manager or PM Strategy Provider does not abide by or is in breach of any applicable Content Guidelines.
- M. for any other reason or circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 2.8 below herein.
- N. If the Portfolio Manager or the PM Strategy Provider does not abide by or is in breach of clause 2.5 above herein.
- O. For any other reason considered as relevant and appropriate by the Company in its sole discretion.

**2.8** If an Event of Default occurs the Company reserves the right at its absolute discretion, but in any case is under no obligation, at any time with or without Written Notice, to take any of the following actions in addition to clause 11.2 Part A:

- A. terminate this Agreement with immediate effect;
- B. reject and/or block the availability of a proposed and/or existing Portfolio Manager or PM Strategy Provider;
- C. freeze and/or suspend and/or terminate and/or close or block any and/or all Fund/s and/or PM Strategies managed by the Portfolio Manager or the PM Strategy Provider's and/or any open positions and/or deny access to Portfolio Management

- E. 请求修订基金和/或PM策略的说明;
- F. 就对基金和/或PM策略采取任何其他行动, 以纠正违约事件或将本公司遭受的各类损失或伤害降至最低;
- G. 回绝或拒绝PM提出设立新基金和/或PM策略的任何要求;
- H. 调整基金和/或PM策略余额以消除非法利润;
- I. 本公司认为符合条件的任何其他行为。

**2.9** 业绩佣金由每支基金和/或PM策略的投资组合经理或PM策略提供者确定。收益佣金可在基金或PM策略成立后变更。变更后的收益佣金仅适用于该基金或PM策略的新投资。所有该基金或PM策略中已有的PM投资将沿用PM投资创建时设定的收益佣金。

**2.10** 投资组合经理或PM策略提供者应以美元计算并收取PM投资者正回报的收益佣金, 计算方式将参照本公司网站和/或任何相关移动应用程序中的规定。收益佣金应根据每只基金的总利润和PM投资者的个别PM投资的比例计算。收益佣金在结算周期结束时计算并计入投资组合经理或PM策略提供者的账户。收益佣金须扣除与下文G部分第5节所述的合伙人共享佣金相关的任何费用, 在这种情况下, 投资组合经理或PM策略提供者应收到个人收益佣金, 其计算方法如下:

个人收益佣金=基金所有投资产生的收益佣金总额-共享佣金

**2.11** 如果在结算周期结束前终止基金和/或PM策略, 则应在基金和/或PM策略终止时计算业绩佣金, 并在结算周期结束时记入投资

and/or refuse payment of Performance Fee;

D. change the status of the Fund/s and/or PM Strategies to the “close-only” mode by revoking Portfolio Manager or PM Strategy Provider ability to open new position(s);

E. request to make amendments on the description of the Fund/s and/or PM Strategy/ies;

F. take any other action(s) in relation to the Fund/s and/or PM Strategies in order to rectify the Event of Default or minimize any type of loss or damage to the Company;

G. reject or refuse any request of the PM to create a new Fund(s) and/or PM Strategy (ies);

H. adjust the Fund(s)and/or PM Strategy(ies) balance to remove illicit profit;

I. any other action as deemed fit at the absolute discretion of the Company.

**2.9** The Performance Fee may be determined by the Portfolio Manager or the PM Strategy Provider for each Fund and/or PM Strategy. The Performance Fee may be changed after the specific Fund or PM Strategy is created. The modified Performance Fee will be applicable only to the new investments of the specific Fund or PM Strategy. All existing PM Investments to the specific Fund or PM Strategy will remain with the Performance Fee as set upon the PM Investment creation.

**2.10** The Portfolio Manager or PM Strategy Provider shall receive the Performance Fee for any positive returns of PM Investors in USD currency, which is calculated as indicated on the Company’s Website and/or in any relevant mobile application/s. Performance Fee shall be calculated on the aggregated profits on each Fund and/or PM Strategy and proportionally on the individual PM Investment/s made by the PM Investors. The Performance Fee is calculated and credited to the Portfolio Manager’s or PM

组合经理或PM策略提供者的账户。

**2.12** 本公司始终将客户放在首位，投资组合经理或PM策略提供者对此表示理解并同意。

**2.13** 投资组合经理或PM策略提供者声明并保证，在投资组合管理活动和/或基金和/或PM策略交易操作期间，其已获得正式授权签订本协议，并确保任何许可和/或认证和/或授权的适用性，考虑到交易的复杂性，将基于适当的技能和谨慎、必备的专业和技术知识、勤奋、道德和公正行使权利。

**2.14** 本公司不以任何方式对基金和/或PM策略产生的任何损失负责。

**2.15** 未经本公司事先书面同意，投资组合经理或PM策略提供者不得向任何第三方发布、复制、传输或以其他方式复制与基金和/或PM策略和/或投资组合管理有关的信息。

**2.16** 投资组合经理或PM策略提供者不可撤销和无条件地同意在此授权本公司在满足本公司凭其绝对酌情决定权设定的任何适用要求后向客户提供投资基金和/或PM策略的访问权和/或选择权。基金投资确定后，投资组合经理或PM策略提供者将向本公司授权，可以采取一切必要的、认为合适的行动，以允许客户投资和/或使用基金或PM策略。

**2.17** 投资组合经理或PM策略提供者权本公司以其选择的任何方式使用与投资组合经理和/或基金和/或PM策略有关的任何信息，并在其绝对酌情决定的情况下以任何方式和任何方法进行公开或交流。

**2.18** 投资组合经理或PM策略提供者和PM

Strategy Provider's Account at the end of the Billing Period. The Performance Fee is subject to any deductions related to the Shared Fee of an Associate as described in Part G, section 5 below herein and in such a case a Personal Performance Fee shall be received by the Portfolio Manager which shall be calculated as per below:

Personal Performance Fee= Total  
Performance Fee amount from all Investments  
in a Fund - Shared Fee

**2.11** In the event that a Fund and/or PM Strategy has been terminated before the end of the Billing Period, the Performance Fee shall be calculated at the time of Fund and/or PM Strategy termination and credited to the Portfolio Manager's or PM Strategy Provider's account at the end of the Billing Period..

**2.12** It is hereby understood and agreed by the Portfolio Manager and/or PM Strategy Provider that Clients remain Company's Clients at all times.

**2.13** The Portfolio Manager or PM Strategy Provider's represents and warrants that is duly authorized to enter into this Agreement and maintains any applicable license and/or certification and/or authorisation during the Portfolio Management activities and/or the trading operations of Fund(s) and/or PM Strategy(ies) and shall exercise proper skill and care, professional and technical expertise, diligence, morality and impartiality which are necessary, taking into account the complexity of trading.

**2.14** The Company will not in any way be liable for any losses incurred in the Funds and/or PM Strategy(ies), nor shall be liable for anything happening outside of the Company's control.

**2.15** The Portfolio Manager or PM Strategy

投资者承认并同意, 本公司或将不时更改“E部分: 差价合约交易条款”第三段“杠杆”中详述的所提供的杠杆。

**2.19** 投资组合经理或PM策略提供者不可使用在很大程度上与现有策略相同的名称、描述、内容或图像来创建基金和/或PM策略。

**2.20** PM策略提供者可将PM策略存档。在这种情况下, 所有激活的PM投资将被关闭, 任何可用资金将返还给PM投资者。可用佣金将在结算周期结束时支付。

### 3. PM投资者

**3.1** 只有收到投资组合经理/PM策略提供者提供的基金和/或PM策略链接或代码的个人和/或法律实体才能投资基金和/或PM策略并成为PM投资者。根据本协议条款, 如要投资基金和/或PM策略, PM投资者应首先成为本公司的客户, 并满足本公司规定的任何要求和/或接受和/或签署本公司不时要求的任何其他适用文件。通过加入并参与基金或PM策略投资, PM投资者应同意以下内容:

A. 授权投资组合经理为其PM投资组合管理产品的真实、合法的代理和代理人, 并授予投资组合经理充分的行使权利, 指示投资组合经理就PM投资活动代表其行事;

B. 授权并指示投资组合经理使用本公司的交易平台进行PM投资交易;

C. 投资基金或PM策略需要个人承担手续费、费用和收益佣金。

D. 授权本公司接受投资组合经理或PM策略

Provider is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds and/or PM Strategies and/or the Portfolio Management to any third party without the Company's prior written consent.

**2.16** The Portfolio Manager or PM Strategy Provider irrevocably and unconditionally agrees and hereby authorizes the Company to provide Clients with access and/or the option to invest in the Fund(s) and/or PM Strategy(ies) upon fulfillment of any applicable requirements set by the Company at its absolute discretion. Upon investing in a Fund and/or PM Strategy(ies), Portfolio Manager or PM Strategy Provider authorizes the Company and Company shall have the right to take all necessary actions deemed fit so that Client is allowed to invest and/or access the Fund(s).

**2.17** The Portfolio Manager or PM Strategy Provider authorizes the Company to use any information related to the Portfolio Manager and/or the Fund(s) and/or PM Strategies in any way it chooses and make it public or communicate it as deemed appropriate, in any way and with any means in its absolute discretion.

**2.18** The Portfolio Manager or PM Strategy Provider and PM Investor acknowledges and agrees that the Company may, from time to time change the leverage provided as further explained in Part E: CFD Trading Terms, Section 3. Leverage.

**2.19** The Portfolio Manager or PM Strategy Provider shall not create Funds and/or PM Strategies with names, descriptions, content or images that are identical or substantially similar to those of existing strategies that could mislead the Investors.

提供者的有关PM投资的交易指令；

E. 授权并指示本公司在每一结算周期结束时将收益佣金从PM投资账户转账至投资组合经理或PM策略提供者的账户。

F. 授权本公司以其选择的任何方式使用与PM投资者和/或PM投资有关的任何信息，并凭其绝对酌情决定权在其认为适当的情况下以任何方式和任何手段将其公开或传达。

**3.2** 使用投资组合管理服务期间的与PM投资相关的报告和/或资讯可随时在网站和/或相关手机应用程序上查询。

**3.3** PM投资者可根据投资组合管理手机应用和/或网站和/或任何其他由本公司为投资组合管理所维护的网站不时提供的、受本协议约束的程序和限制，开始PM投资、向其投资账户存入资金和/或从中提取任意可用资金。

**3.4** PM投资者只能将账户资金用于投资组合管理服务，不允许单独执行任何交易操作。

**3.5** PM投资者可不时通过本公司为投资组合管理平台提供的支付系统/方式存入资金。

**3.6** 如要终止PM投资，PM投资者应向投资组合经理发送PM投资终止请求。如果投资组合经理在36小时后未接受终止请求，PM投资将自动终止。客户承认并同意，PM投资只能在正常交易时间终止，投资组合经理有权在终止发生前对基金投资进行交易操作。任何已被投资组合经理接受或在正常交易时间外到期的PM投资终止申请，将在交易恢



**2.20** The PM Strategy Provider may archive the PM Strategy. In this event all active PM Investments will be closed and any available funds will be returned to the PM Investor. The available commission will be paid out at the end of the billing period.

### 3. PM Investor

**3.1** Only individuals and/or legal entities who receive a Fund and/or PM Strategy link or code for the Fund and/or PM Strategy by the Portfolio Manager or PM Strategy Provider might be able to invest in a Fund and/or PM Strategy and become PM Investors. In order to invest in a Fund and/or PM Strategy, the PM Investor shall first become a Client of the Company as per the terms of this Agreement and meet any requirements imposed by the Company and/or accept and/or sign any other applicable documentation required by the Company from time to time. By joining and investing into a Fund or PM Strategy with a PM Investment, the PM Investor agrees to the following:

A. to authorize the Portfolio Manager as its true and lawful Attorney and Agent with full power and authority to act as a Portfolio Manager on the PM Investment for Portfolio Management Product and instructs the Portfolio Manager to act on his/her behalf in connection to the PM Investment/s;

B. to authorize and instruct the Portfolio Manager to use Company's Trading Platform for trading using the PM Investment/s;

C. that investing in a Fund or PM Strategy bears its own fees, charges and Performance Fee.

D. to authorize the Company to accept trading orders from the Portfolio Manager or PM Strategy Provider in relation to the PM Investment;

E. to authorize and instruct the Company to transfer the Performance Fee from the PM

复后执行。如需终止PM策略中PM投资, PM投资者应发送终止PM投资的请求, 且该请求将被自动执行。客户承认并同意, PM投资只能在正常交易时间终止, 投资组合经理有权在终止发生前对PM投资进行交易操作。任何已被投资组合经理接受或在正常交易时间外到期的PM投资终止申请, 将在交易恢复后执行。

**3.7** 在上文第3.6条所述的PM投资终止时, 因投资于相关PM投资或PM策略而获得的回报, 应记入PM投资者的资金账户。

**3.8** 本公司保留随时完全自行决定关闭基金或PM策略的任何或全部未结头寸的权利。

**3.9** 根据G部分的第2.2条的规定, PM投资者确认并接受, 跟随某一特定投资组合经理或PM策略提供者的基金或PM投资则意味着其为该基金或PM策略设定的收益佣金、杠杆和其他条件。

**3.10** 本服务协议A部分第11.1条及以下每种情形均构成PM投资者“违约事件”:

A. PM投资者所做的基金或PM投资受到违约事件的影响, 违约事件定义见上文第 2.7 条。

B. PM投资者滥用投资组合管理服务, 以模拟或复制基金或PM策略中进行的交易, 转移到其在本公司的个人交易账户中。

C. PM 投资者未能提供本协议项下的到期金额;

D. PM 投资者未履行对本公司的任何义务;

E. 本公司合理认为有必要或适合采取下方 第 3.11 条中所述任何行动的任何

Investment to the Portfolio Manager's or PM Strategy Provider's Account at the end of each Billing Period.

F. authorizes the Company to use any information related to the PM Investor and/or the PM Investment in any way it chooses and make it public or communicate it as deemed appropriate, in any way and with any means in its absolute discretion.

**3.2** Reports and/or information in relation to the PM Investments while using the Portfolio Management service shall be available on the Website and/or in any relevant mobile application as applicable from time to time.

**3.3** The PM Investor may start the PM Investment, deposit funds and/or withdraw any available funds to and from his/her Wallet in accordance with the procedures and restrictions available from time to time on the Portfolio Management mobile applications and/or Website and/or any other website maintained by the Company for Portfolio Management and subject to the Agreement.

**3.4** PM Investor can only use the Wallet for the Portfolio Management service and is not allowed to execute any trading operations on the Wallet on its own.

**3.5** The PM Investor may deposit funds into the Investment Wallet via the payment systems/methods made available by the Company for the Portfolio Management platform from time to time.

**3.6** In order to terminate the PM Investment, PM Investor should send a PM Investment termination request to the Portfolio Manager. In case the termination request is not accepted by the Portfolio Manager after thirty-six (36) hours, the PM Investment will be terminated automatically. The Client acknowledges and agrees that the PM Investment can't be terminated outside of normal trading hours and

其他情况。

**3.11** 发生违约事件时, 除 A 部分第 11.2 条外, 本公司有权在不事先书面通知客户的情况下, 随时完全自行决定采取第 2.8 条所述措施以及以下一项或多项措施。

**3.12** PM投资者承认并接受, 在投资组合经理或PM策略提供者或PM投资者一方出现违约事件时, 基金或PM策略可以终止, 在这种情况下, 基金或PM策略中的订单将按照本公司规定给予终止。

**3.13** 订单具有独占性, 如果投资组合经理或PM策略提供者决定查看某个订单, PM投资者则无法查看。

**3.14** 未经本公司事先书面同意, PM投资者不得向任何第三方发布、复制、传输或以其他方式复制与基金或PM策略和/或投资组合管理有关的信息。

**3.15** 投资者不可撤销、无条件地承认和同意, 任何由投资组合经理或PM策略提供者提供的、与基金或PM策略相关的描述, 包括新闻推送和/或任何其他方式提供的描述, 均未经过本公司批准。PM投资者承认、同意并承诺在投入相关的基金或PM策略金额前, 自己对投资组合经理或PM策略提供者和相关的基金进行尽职调查。

**3.16** 本公司不以任何方式对基金或PM策略任何损失负责。

## 4. 投资组合管理产品

**4.1** 本公司将为投资组合经理或PM策略提供者提供两种管理基金投资的选择, 即投资组合管理产品。在创建基金和/或PM策略时



Portfolio Manager is authorised to perform trading operations on the Fund until termination occurs. Any PM Investment termination request which has been accepted by the Portfolio Manager or has expired outside of the normal trading hours will be executed after trading resumes. In order to terminate the PM Investment in a PM Strategy, PM Investor should send a PM Investment termination request which will be executed automatically. The Client acknowledges and agrees that the PM Investment can't be terminated outside of normal trading hours. Any PM Investment in a Strategy termination request which has been sent outside of the normal trading hours will be executed after trading resumes.

**3.7** Upon termination of PM Investment as described in clause 3.6 above, funds available as a result of the PM Investment in relevant Fund(s) or PM Strategies, shall be credited to PM Investor's Wallet.

**3.8** The Company reserves the right at its absolute discretion to close any or all Open Position(s) of a fund or PM Strategy at any time.

**3.9** The PM Investor acknowledges and accepts that by making a PM Investment into a Fund or PM Strategy of a specific Portfolio Manager or PM Strategy Provider he/she accepts the Performance Fee and Leverage as well as other conditions set for the Fund or PM Strategy by the respective Portfolio Manager or PM Strategy Provider in accordance with paragraph 2.2 of Part G;

**3.10** In addition to clause 11.1 of Part A of the current Agreement, each of the following constitutes an "Event of Default" for the PM Investor:

- A. the Fund or PM Strategy in which PM Investor made a PM Investment is subject to an Event of Default as this defined in clause 2.7 above herein;

，投资组合经理应在“投资组合复制产品”和“投资组合管理产品”之间选择。 本公司保留自行决定不向任何投资组合经理或PM策略提供者提供这些选择之一和/或施加特定要求和/或标准以使用和在上述任何投资组合管理产品时的权利，因为这些分配类型应由公司不时传达和/或这些可以在投资组合经理或PM策略提供者的个人区域和/或网站中找到。。

**4.2** 如果选择投资组合复制产品的PM策略，PM策略提供者应该向PM策略存入资金。通过投资组合复制产品的PM策略进行的所有PM投资资金均将转入专门用于PM投资的子账户。 PM策略中的PM投资完成后，PM策略提供者在该特定PM策略下所做的所有现有未平仓头寸，将自动受到追踪，并与PM策略提供者在该特定PM策略下执行的任何新交易指令一起复制到该PM策略投资的子账户。

**4.3** PM投资者和/或PM策略提供者承认并同意PM策略：

A. PM策略提供者发出的所有指令将由PM投资子账户按照公司网站和/或投资组合管理手机应用程序上显示的复制系数进行跟踪和复制；

B. 自PM投资者向特定PM策略进行投资时，PM策略提供者在特定基金下开出的订单被复制到PM投资子账户期间，订单定价可能会发生变化；

C. 本公司保留在有或没有通知的情况下随时关闭和/或暂停和/或推迟和/或停止复制任何PM策略提供者的账户，和/或PM策略和/或PM投资者或PM策略提供者的订单的权

- B. the PM Investor is misusing the Portfolio Management service in order to mimic or replicate trades conducted in a Fund or PM Strategy into his personal trading account with the Company;
- C. failure of the PM Investor to provide an amount due under the Agreement;.
- D. failure of the PM Investor to perform any obligation due to the Company;
- E. any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 3.11 below.

**3.11** If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the actions described in clause 2.8 herein above, in addition to Clause 11.2 of Part A.

**3.12** The PM Investor acknowledges and accepts that a Fund or PM Strategy can be terminated in case of an Event of Default either from Portfolio Manager/s or PM Strategy Provider/s or PM Investors side and in this case Orders in this Fund or PM Strategy will be closed in the order decided by the Company.

**3.13** PM Investor may not be able to see the individual Orders made by the Portfolio Manager or PM Strategy Provider if the latter decides to do so.

**3.14** The PM Investor is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds or PM Strategies and/or the Portfolio Management to any third party without the Company's prior written consent.

**3.15** The PM Investor irrevocably and unconditionally acknowledges and agrees that any description provided by the Portfolio Manager or PM Strategy Provider in relation to the Fund or PM Strategy, including the news

利。

**4.4** 所有基金下的PM投资将从资金账户中扣除, 并分配到与该特定基金相关的投资组合经理主交易账户中, 总金额将显示为可由投资组合经理进行交易。投资组合经理发出的订单将根据各自的PM投资比例分配给PM投资者。只有投资组合经理在专项基金下执行的新订单, 才会分配给每个PM投资。

**4.5** PM 投资者和/或投资组合经理承认并同意基金:

A. 由投资组合经理发出的所有订单, 将按照在订单开立时计算的投资权益与基金权益的比率, 分配至PM投资子账户。按照公司网站和/或投资组合管理手机应用程序上的描述进行分配;

B. 本公司保留在有或没有通知的情况下随时关闭和/或暂停和/或推迟和/或停止配置任何投资经理账户, 和/或基金和/或 PM 投资者或投资组合经理订单的权利。

## 5. 关联伙伴

**5.1.** 为了成为基金关联伙伴(附属关联伙伴或转介关联伙伴), 个人和/或法人 实体应首先根据本协议的条款成为本公司的 客户, 并满足本公司不时提出的任何要求。在收到投资组合经理的邀请链接并接受客户的邀请并满足公司不时要求的任何适用要求后, 客户将有资格成为投资组合经理的基金的合伙人。

**5.2** 在邀请客户成为基金的合伙人之前, 投资组合经理应定义基金的相关佣金共享

feed and/or any other means has not been approved by the Company. The PM Investor acknowledges, agrees, and undertakes to perform his own due diligence on the Portfolio Manager or PM Strategy Provider and the relevant Fund or PM Strategy before investing with the relevant Fund or PM Strategy.

3.16 The PM Investor acknowledges and agrees that the Company shall not be liable for any losses incurred in the Fund or PM Strategy.

## 4. Portfolio Management Products

**4.1** The Company will provide Portfolio Manager and/or PM Strategy Provider with two options for managing PM Investments – so called Portfolio Management Products. The Portfolio Manager or PM Strategy Provider should choose between “Portfolio Copying product” and “Portfolio Management product” when creating a Fund and/or a PM Strategy. The Company reserves the right not to provide one of those options to any Portfolio Manager or PM Strategy Provider on its own discretion and/or to impose specific requirements and/or criteria in order to use and/or when using any of the above Portfolio Management Products as these shall be communicated by the Company from time to time and/or as these can be found in the Portfolio Manager’s or PM Strategy Provider’s Personal Area and/or the Website.

**4.2** In order to run a PM Strategy with a Portfolio Copying product, the PM Strategy Provider should make a deposit to the PM Strategy. All PM Investments made to the PM Strategy with Portfolio Copying product will be transferred to the Investment subaccount dedicated to the exact PM Investment. After a PM Investment in a

比例和/或不时要求的任何其他参数，并与提议的合伙人分享邀请链接。在接受此类邀请后，客户将成为基金的合伙人并有资格获得分享佣金（关联附属分享佣金或关联转介分享佣金）。

### 5.3 投资组合经理和/或合伙人在此承认并同意：

- a. 只有基金才有资格拥有和/或邀请合伙人；
- b. 成为合伙人的邀请不公开，只有收到成为合伙人的邀请并接受此类邀请并满足本公司任何其他适用要求的个人和/或法人实体才能成为基金的合伙人；
- c. PM有两种类型的要约：a.针对附属关联伙伴的附属要约和/或b.针对转件关联伙伴的转介要约，要约取决于由本公司不时指定的具体要求；
- d. 针对附属要约，每只基金可拥有仅限一个、相同或不同的可领取关联附属分享佣金的附属关联伙伴；
- e. 对于转介要约，每只基金可拥有仅限一个、相同或不同的可领取关联转介分享佣金的转介关联伙伴；
- f. 关联伙伴可在附属要约有效的前提下作为附属关联伙伴和转介关联伙伴加入基金，也可领取关联附属分享佣金和关联转介分享佣金，取决于本公司的网站上显示的具体要求；
- g. 附属关联伙伴的收益佣金应在计算转介关联伙伴的佣金之后根据本公司网站上的公式计算；
- h. 相同的转介关联伙伴可以与同一基金内的不同的转介要约关联；
- i. 如果投资组合经理创建了一个转介要约并邀请了数名关联伙伴，且如果其中的一名转介关联伙伴接受了要约，那么其他的关联伙伴则无法接受相同的要约；

PM Strategy is made, all the existing Open Positions made by the PM Strategy Provider under that particular PM Strategy will automatically be followed and copied to the PM Investment subaccount together with any further new trading orders performed by the PM Strategy Provider under the specific PM Strategy.

**4.3** The PM Investor and/or the PM Strategy Provider acknowledge and agree that for PM Strategies:

A. all Orders made by the PM Strategy Provider will be followed and copied by the PM Investment subaccount in accordance with the copy coefficient as indicated on the Company's Website and/or on the Portfolio Management mobile application;

B. variations in the Orders' pricing may occur from the moment that the PM Investor made a PM Investment to a specific PM Strategy to the actual moment when an Order opened by the PM Strategy Provider, under the specific PM Strategy, was copied to the PM Investment subaccount;

C. the Company reserves the right at any time with or without notice to close and/or pause and/or suspend and/or stop copying any PM Strategy Provider's account(s), and/or PM Strategy and/or Order either of the PM Investor or PM Strategy Provider.

**4.4** All PM Investments made to a Fund will be deducted from the Wallet/s and allocated to the master trading account of the Portfolio Manager connected to that specific Fund and the total amount of money will be displayed as available for trading by the Portfolio Manager. Orders placed by the Portfolio Manager will be split proportionally to the PM Investors in accordance

j. 投资组合经理不可以关联伙伴的身份加入自己的基金;

k. 投资组合经理的收益佣金(个人收益佣金)以及转介和附属关联伙伴的收益佣金(分享佣金)均在每个结算周期结束时计算, 计算方式如下:

- 转介关联伙伴的收益佣金为基金中转介投资者进行的投资所产生的收益佣金的一定的百分比。
- 附属关联伙伴的收益佣金为总基金收益佣金和与基金关联的所有转介关联伙伴的分享佣金之差的一定的百分比。
- 投资组合经理的收益佣金为总基金收益佣金和所有转介和附属关联伙伴的分享佣金和之差的一定的百分比。

M. 关联伙伴的账户会在每个结算周期结束时收到分享佣金支付。

N. 如果出现以下情形, 关联伙伴将不会收到收益佣金的分享佣金:

- 投资组合经理经历亏损, 收益佣金为0;
- 总收益佣金小于0.01;
- 计算所得的分享佣金小于0.01。

**5.4.** 合伙人和/或投资组合经理在此承认并接受, 佣金共享比例应由投资组合经理在邀请客户之前设定, 并且投资组合经理可以在客户接受邀请之前的任何时候改变/修改/停用佣金共享比例。此外, 投资组合经理可以自行决定在客户接受邀请之前撤销邀请。

**5.5.** 合伙人和/或投资组合经理特此承认, 一旦客户接受邀请并成为基金的合伙人:

a. 合伙人有权邀请基金的 PM 投资者;



to the respective PM Investments being made. Only new Orders performed by the Portfolio Manager under the specific Fund will be allocated to each PM Investment.

**4.5** The PM Investor and/or the Portfolio Manager acknowledge and agree that for Funds:

A. all Orders made by the Portfolio Manager will be allocated to the PM Investment subaccount in accordance with the ratio of investment equity to the Fund equity calculated at the moment of the Orders' opening. Allocation is executed as described on the Company's Website and/or on the Portfolio Management mobile application;

B. the Company reserves the right at any time with or without notice to close and/or pause and/or suspend and/or stop allocating any Portfolio Manager's account(s), and/or Fund and/or Order either of the PM Investor or Portfolio Manager.

## 5. Associate

**5.1** In order to become an Associate in a Fund (Auxiliary Associate or Referral Associate), an individual and/or a legal entity shall first become a Client of the Company as per the terms of this Agreement and meet any requirements imposed by the Company from time to time. A Client shall be eligible to become an Associate in a Fund of a Portfolio Manager upon receipt of an invitation link by the Portfolio Manager and acceptance of the invitation by the Client and provided that any applicable requirements required by the Company from time to time are met.

**5.2** Prior to inviting a Client to become an Associate in a Fund, the Portfolio Manager should define the relevant Fee Sharing Rate of the Fund

- b. 任何应计共享佣金应在结算周期结束时，即投资组合经理收到其个人收益佣金时记入合伙人的客户账户；
- c. 如果合伙人从多个基金收取共享佣金，则应通过每个基金的单独交易支付共享佣金；
- d. 对于附属关联伙伴，投资组合经理可以更改/修改收益共享比例，和/或投资组合经理可以随时根据本公司设定的程序联系本公司，无需任何理由地删除和/或禁用合伙人，这部分内容可以在投资组合经理的个人区域和/或网站上找到。任何此类更改应从下一个结算周期开始生效，并且合作伙伴仅有资格在下一个结算周期开始之前获得任何应计的共享佣金，该佣金应按第G部分 5.5(b) 章节所述记入合作伙伴的客户账户。如本条款所述，对佣金共享比例的任何变更和/或修改和/或将合伙人从基金中移除，公司应不时通知投资组合经理和/或合伙人和/或将这些反映在他们的个人专区和/或网站中。
- e. 对于转介关联伙伴，佣金分享率不可由投资组合经理更改/修改和/或投资组合经理不可移除和/或封锁关联伙伴。
- f. 作为基金合伙人时，任何关于共享佣金和/或佣金报告和/或其他相关信息的信息应在网站和/或个人专区提供，和/或由本公司不时传达给投资组合经理和/或合伙人。

**5.6.** 合伙人将无法使用本基金和/或 PM 投资者对本基金的任何投资，并且不得对

and/or any other parameters required from time to time and share the invitation link with the proposed Associate. Upon acceptance of such an invitation the Client shall become an Associate in a Fund and eligible for a Shared Fee (Associate Auxiliary Shared fee or Associate Referral Shared fee).

**5.3** It is hereby acknowledged and agreed by the Portfolio Manager and/or the Associate that:

- a. only Funds should be eligible to have and/or invite an Associate;
- b. invitations to become an Associate are not made publicly available and only individuals and/or legal entities who have received an invitation to become an Associate and accepted such an invitation and met any other applicable requirements of the Company shall become an Associate in a Fund;
- c. PM will have two types of offers a.the Auxiliary Offer for the Auxiliary Associate and/or b. the Referral Offer for the Referral Associate, which will be subject to specific requirements defined by the Company from time to time;
- d. For the Auxiliary Offer each Fund shall be eligible to have only one, identical or different, Auxiliary Associate who will be eligible for the Associate Auxiliary Shared fee;
- e. For the Referral Offer each Fund shall be eligible to have more than one (subject to limitation by the Company), identical or different, Referral Associate who will be eligible for the Associate Referral Shared fee;
- f. An Associate may be eligible to join to a Fund for both as Auxiliary Associate, provided that the auxiliary offer is active, and as a Referral Associate, and be eligible to both Associate Auxiliary Shared fee and Associate Referral Shared fee, subject to specific requirements defined in the Company's website;

本基金执 行任何交易操作。

**5.7.** 根据本协议的规定, 合伙人将能够不时根据本公司提供的程序、限制和支付系统提取共享佣金。

**5.8.** 合伙人授权公司凭借其绝对酌情决定权以其选择的任何方式和任何手段使用与合伙人有关的任何信息, 并将其公开或在认为适当的情况下进行传播。

**5.9.** 本公司保留自行决定从基金中移除和/或禁用合伙人的权利。

**5.10.** 未经公司事先书面同意, 合伙人不得向任何第三方发布、复制、传输或以其他方式复制与基金和/或投资组合管理有关的信息。

## **6. 投资组合管理风险确认和同意**

**6.1** PM投资者承认, 基金和PM策略由投资组合经理和和PM策略提供者自行创建和管理, 本公司不对任何基金和PM策略的业绩提供任何保证。PM投资者和/或合伙人有放弃要求本公司平仓基金内任何或所有未平仓头寸的权利。

**6.2** 本公司不对投资组合经理和PM策略提供者的活动和基金和和PM策略的业绩负责, 也不对与投资基金和PM策略相关的任何损失或伤害负责。本公司为每只基金和PM策略提供的统计数据 and 指标具有内在的局限性。过往业绩不代表未来收益。本公司未就基金和PM策略将或可能实现盈利或亏损作



- g. A Performance Fee for the Auxiliary Associate should be calculated after the Referral Associates fee calculations, pursuant to Company's Shared fee formula available in the Company's website.
- h. The same Referral Associate can be linked to different referral offers within the same Fund.
- i. If the Portfolio Manager created a Referral Offer and invited several Associates, and one Referral Associate accepted it, other Associates will not be able to join the same offer.
- j. Portfolio Manager shall not be eligible to join his own Fund as an Associate.
- k. A Referral Associate will not be eligible to the Associate Referral Shared fee in the event he/she shares a referral link to an Investor who already followed a referral link by another Referral Associate in the same Fund.
- l. The Performance Fee for the Portfolio Manager (Personal Performance Fee) and Associates (Shared fee) for both Referral and Auxiliary is calculated during each billing period closure as follows:
  - for the Referral Associate it is calculated as a percentage of Performance Fee generated in a Fund by investments made by referred Investors.
  - for Auxiliary Associate it is calculated as percentage of the difference between the total Fund Performance Fee and Shared fee sum over all Referral Associates linked to the Fund.
  - for Portfolio Manager it is calculated as the difference between the total fund Performance Fee and Shared fee sum over all Referral Associates, Shared fee sum over all Auxiliary Associates.
- m. The Associate receives Shared fee payments to his/her Account at the close of each billing period.

出任何声明。建议PM投资者在整个投资过程中采取必要的防范措施。

**6.3** PM投资者有责任在投资基金和PM策略前了解并承认风险, 其可能由于缺乏多元化投资和/或基金和PM策略在各种金融风险下会遭受严重损失, 包括但不限于信贷风险、汇率风险、集中风险、地理风险, 致使可能最终全部亏损。请明确本公司对投资组合经理的活动不做任何审查, 不支付任何费用, 不对他们的经验、专业水平或基金业绩保证不做任何确认。

**6.4** 本公司不对投资组合经理和PM策略提供者的任何遗漏、故意遗漏或欺诈承担责任, 除非是本公司故意违约或欺诈所致。

**6.5** 与基金和PM策略有关的任何描述和/或信息不视为保密和/或个人信息。投资组合经理和PM策略提供者可以看到PM投资者的姓名和国家, 反之亦然, PM投资者也可以看到投资组合经理和PM策略提供者的姓名和国家以及通过基金和PM策略提供的任何其他信息。

**6.6** 本公司有权自行决定并无义务将投资组合经理和PM策略提供者的信息披露给PM投资者和/或合伙人, 反之亦然。

**6.7** 本公司保留在有或没有通知的情况下随时关闭和/或暂停和/或推迟和/或停止投资组合经理和PM策略提供者的账户, 和/或基金和/或PM策略和/或订单的权利。

**6.8** 与投资组合经理和/或PM策略提供者和/或基金和/或PM策略相关的业绩统计数据均

- n. The Associate shall not receive a shared fee of the Performance Fee if:
- The Portfolio Manager made a loss and Performance Fee is 0;
  - The Total Performance Fee is less than 0.01;
  - The Calculated share is less than 0.01.

**5.4** It is hereby acknowledged and accepted by the Associate and/or the Portfolio Manager that the Fee Sharing Rate shall be defined by the Portfolio Manager in advance of the invitation to the Client and it can be changed/modified/disabled by the Portfolio Manager at any time prior to acceptance of the invitation by the Client. Furthermore, the Portfolio Manager can, at its absolute discretion, revoke the invitation, prior to its acceptance by the Client.

**5.5.** It is hereby acknowledged by the Associate and/or the Portfolio Manager that, once a Client accepts the invitation and becomes an Associate in a Fund:

- a. the Associate shall have the right to invite PM Investors in the Fund;
- b. any accrued Shared Fee shall be credited to Associates' Client Account at the end of the Billing Period at the time that Portfolio Manager receives its' Personal Performance Fee;
- c. if an Associate receives Shared Fee from more than one Funds, the Shared Fee shall be paid with separate transactions from each Fund;
- d. For the Auxiliary Associate, the Fee Sharing Rate can be changed/modified by the Portfolio Manager and/or an Associate can be removed and/or disabled by the Portfolio Manager at any time and without any cause by contacting the Company in accordance with the procedure set by the Company from time to time as this can be found on the Portfolio Manager's Personal Area and/or the Website. Any such changes shall be effective from the next

为历史数据, 本公司不保证 PM 投资者未来获得的任何利润和/或合伙人的共享佣金。过往业绩不代表未来收益。

**6.9** 投资组合经理和/或 PM 投资者和/或合伙人承认并同意本公司可在本公司集团下的公司和/或外部公司和/或顾问间使用和/或传递和/或处理与投资基金相关的信息。

**6.10** 客户确认并同意, 投资组合经理和PM策略提供者和/或PM投资者和/或合伙人可以是不同公司集团的客户。

**6.11** 投资组合经理和PM策略提供者、PM投资者和关联伙伴承认并同意受到取决于其地区的限制。

**6.12** PM投资者承认并同意, 所投资的资金为PM投资者的资金; 禁止使用来自第三方的资金进行投资。

**6.13** PM投资者承认, 本公司不对PM投资者的资料、风险容忍度和/或投资目的做定制评估, 且PM投资者无权干涉投资组合经理和PM策略提供者的投资决定。

**6.14** PM投资者承认, 投资组合经理和PM策略提供者和本公司均不提供符合PM投资者的目的、需求和财务目标的定制投资计划或投资组合管理服务。

**6.15** PM投资者承认并同意, 投资组合经理和PM策略提供者不应将基金和资产转入PM投资者的交易账户, 或兑换或提取资金或资产, 或发起来自PM投资者交易账户或PM投资者交易账户之间的转账。

**6.16** PM投资者承认并接受, 所有基金和PM策略和其参数和条件均由投资组合经理和PM

Billing Period and the Associate shall be eligible solely for any accrued Shared Fee prior to the beginning of the next Billing Period which shall be credited to Associates' Client Account as described in section 5.5(b) Part G above herein. Any changes and/or modifications to the Fee Sharing Rate and/or removal of the Associate from a Fund as described in this clause, shall be communicated by the Company to the Portfolio Manager and/or the Associate from time to time and/or they will be reflected in their Personal Area and/or the Website.

- e. For Referral Associate, the Fee Sharing Rate cannot be changed/modified by the Portfolio Manager and/or an Associate cannot be removed and/or disabled by the Portfolio Manager.
- f. Any information in regards to the Shared Fee and/or fees reports and/or other related information while being an Associate in a Fund shall be available on the Website and/or the Personal Area and/or they shall be communicated by the Company to the Portfolio Manager and/or the Associate from time to time.

**5.6** The Associate will not be able to access the Fund and/or any Investments made by PM Investors in the Fund and is not allowed to execute any trading operations on the Fund.

**5.7** Subject to the provisions of this Agreement, the Associate will be able to make withdrawals of the Shared Fee in accordance with the procedures, restrictions and payment systems available from time to time from the Company.

**5.8** The Associate authorizes the Company to use any information related to the Associate in any way it chooses and make it public or communicate it as deemed appropriate, in any way and with any means in its absolute discretion.

策略提供者创建, 且本公司独立允许对其投资组合管理平台和/或应用的使用, 前提是客户遵守《运营合同》中的适用规则, 所以本公司不承担任何进行任何尽职调查和/或审阅和/或评估的义务。

**6.17** PM投资者承认和同意, 本公司对于跟随投资组合经理和/或PM策略提供者的指示的PM投资者不承担任何责任, 且没有义务监督或了解或审查交易行为、建议或任何其他投资组合经理和/或PM策略提供者的行为, PM投资者应追踪投资组合经理和/或PM策略提供者账户上的交易。

**6.18** PM投资者承认和同意, 投资组合经理和/或PM策略提供者不是本公司的职员、代理或代表, 不受任何合作伙伴或任何数字联盟营销协议的存续与否的影响, 此外, 投资组合经理和/或和PM策略提供者没有全力或权限代表本公司行动或以任何方式约束本公司。

**6.19** PM投资者承认并接受, 在向投资组合经理和/或PM策略提供者提供电子或线上交易系统时, 本公司有权但没有义务对投资组合经理和/或和PM策略提供者使用此类系统的能力进行限制、管控、设置参数和/或采取其他管控举措。PM投资者接受, 如果本公司选择不进行此类限制或管控, 或如果此类限制或管控因任何原因失效, 本公司将不会监督或管控投资组合经理和/或PM策略提供者给予的指示, 且PM投资者接受对此类情形下的投资组合经理和/或PM策略提供者的行动承担所有责任和义务。

**6.20** PM投资者批准和接受对投资组合经理和/或PM策略提供者给予本公司的所有指示(以及因此可能进行的所有交易)的所有责任和义务。

**5.9.** The Company reserves the right at its absolute discretion to remove and/or disable an Associate from a Fund.

**5.10** The Associate is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds and/or the Portfolio Management to any third party without the Company's prior written consent.

## **6. Portfolio Management**

### **Acknowledgement of Risk and Consents**

**6.1** The PM Investor and/or the Associate acknowledges that the Funds and PM Strategies are created and managed by Portfolio Managers and PM Strategy Providers on their own, and the Company does not provide any guarantee as to the performance of any Fund. The PM Investor and/or the Associate waives the right to request the Company to close any or all Open Position(s) within a Fund and PM Strategy.

**6.2** The Company accepts no responsibility for the activities of the Portfolio Managers and PM Strategy Provider and the performance of the Funds and PM Strategies as well as no liability for any loss or damage related to investing in the Funds and PM Strategies. Statistics and indicators provided by the Company for each Fund and PM Strategy have inherent limitations. Past performance is not indicative of future results. No representation is being made by the Company that the Funds and PM Strategies will or are likely to achieve profits or losses. PM Investors are advised to take the necessary precautions throughout the investing process.

**6.3** It is the responsibility of the PM Investor to understand and acknowledge the risks before making PM Investments and that he/she may suffer losses due to lack of diversification and/or situations where the Fund and PM Strategy is

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too heavily exposed in any type of financial risk such as without limitation credit risk, currency risk, concentration risk, geographical risk and that he/she may end up losing entire investment. It is understood that the Company does not pay or review the activities of Portfolio Managers and PM Strategy Providers neither confirm their experience, professionalism or guarantee the performance of the Fund(s) and PM Strategies.

**6.4** The Company shall not be held liable for any omission, deliberate omission or fraud by a Portfolio Manager and PM Strategy Provider, unless to the extent where this would be the result of willful default or fraud on the part of the Company.

**6.5** Any description and/or information in relation to a Fund and PM Strategy is not considered as confidential and/or personal identifiable information. The Portfolio Manager and PM Strategy Provider is able to see the name and the country of the PM Investor and vice-versa the PM Investor has the ability to see the name and the country of the Portfolio Manager and PM Strategy Provider and any other information made available through the Fund and PM Strategy.

**6.6** The Company on its sole discretion and under no obligations is authorized to disclose Portfolio Manager's and PM Strategy Provider's information to the PM Investor and/or the Associate and vice-versa.

**6.7** The Company reserves the right at any time with or without notice to close and/or pause and/or suspend any Portfolio Manager's and PM Strategy Provider's account(s), and/or Fund and/or PM Strategy and/or Order.

**6.8** Performance statistics represented in relation to the Portfolio Manager and/or PM Strategy Provider and/or Fund and/or PM Strategy are historical and the Company does

not guarantee any profit for the PM Investor and/or Shared Fee for the Associate. Past performance is not a reliable indicator of future results.

**6.9** The Portfolio Manager and PM Strategy Provider and/or the PM Investor and/or the Associate acknowledges and agrees that the Company may use and/or pass and/or process information in relation to the PM Investment in the Company's group of companies and/or external companies and/or consultants.

**6.10** It is hereby acknowledged and agreed that the Portfolio Manager and PM Strategy Provider and/or the PM Investor and/or the Associate could be clients of different Company's group of companies.

**6.11** The Portfolio Manager and PM Strategy Provider, the PM Investor and the Associate acknowledge and agree that are subject to limitations depending on their region

**6.12** The PM Investor acknowledges and agrees that the money invested belongs to the PM Investor and that it is prohibited to invest money from any other third party.

**6.13** The PM Investor acknowledges that the Company does not make customized assessments of the PM Investors' profile, risk tolerance and/or investment objectives and that the PM Investor has no discretion over the Portfolio Manager's and PM Strategy Provider's investment decisions.

**6.14** The PM Investor acknowledges that neither the Portfolio Manager and PM Strategy Provider nor the Company provides a tailored investment plan or portfolio management that fits the PM Investors' objectives, needs and financial goals.



**6.15** The PM Investor acknowledges and agrees that the Portfolio Manager and PM Strategy Provider shall not deposit funds and assets to the PM Investor's Trading Account(s), or redeem or withdraw funds or assets, or initiate transfers from or between PM Investor's Trading Account(s).

**6.16** The PM Investor acknowledges and accepts that all the Fund(s) and PM Strategy(ies), and their parameters and conditions are created and/or managed and/or set by the Portfolio Manager and PM Strategy Provider and that the Company solely allows the use of its Portfolio Management platform and/or applications, subject to any applicable rules as included in the Operational Agreements, thus no obligations arise against the Company with regards to any due diligence and/or review and/or assessment.

**6.17** The PM Investor acknowledges and agrees that the Company shall have no responsibility or liability to the PM Investor in following the Portfolio Manager's and/or PM Strategy Provider's instructions and that it is under no duty to supervise or otherwise know or review the trading practices, advice or any other acts carried out by the Portfolio Manager and/or PM Strategy Provider and the Company relies on the PM Investor monitoring the trading and transactions on the account(s) conducted by the Portfolio Manager and/or PM Strategy Provider.

**6.18** The PM Investor acknowledges and agrees that the Portfolio Manager and/or PM Strategy Provider is not an employee, agent or representative of the Company, subject to the existence of any partnership or digital affiliate agreement and further that the Portfolio

Manager and/or PM Strategy Provider does not have any power or authority to act on behalf of the Company or to bind the Company in any way.

**6.19** The PM Investor acknowledges and accepts that, in providing an electronic or online trading system to the Portfolio Manager and/or PM Strategy Provider, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Portfolio Manager's and/or PM Strategy Provider's ability to use such a system. The PM Investor accepts that if the Company chooses not to place any such limits or controls on the Portfolio Manager's and/or PM Strategy Provider's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over instructions given by the Portfolio Manager and/or PM Strategy Provider and the PM Investor accepts full responsibility and liability for the Portfolio Manager's and/or PM Strategy Provider's actions in such circumstances.

**6.20** The PM Investor ratifies and accepts full responsibility and liability for all instructions given to the Company by the Portfolio Manager and/or PM Strategy Provider (and for all transactions that may be entered into as a result).