



# 中國新永安期貨有限公司

CHINA XIN YONGAN FUTURES COMPANY LIMITED

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

**此仍重要文件，請您細閱。**

**Remark: In case of discrepancies or conflicts between the English version and the Chinese version of this document, English version shall prevail.**

**註：如中、英文版本有任何分歧，概以英文版本為準。**



# 中國新永安期貨有限公司

CHINA XIN YONGAN FUTURES COMPANY LIMITED

Our Refer: LCM\_ACD\_201612

## Client Agreement 客戶協議書

To: China Xin Yongan Futures Company Limited  
12th & 25th Floor, CMA Building,  
64-66 Connaught Road Central,  
Central,  
Hong Kong

Licensed Corporation under the Securities and Futures Ordinance (Cap.571 of the Laws of Hong Kong) licensed to conduct  
Type 2 and Type 5 (dealing in and advising on futures contracts) regulated activities  
CE Reference Number: AOJ411

致：中國新永安期貨有限公司  
香港中環幹諾道中 64-66 號廠商會大廈 12、25 樓  
證券及期貨條例（香港法例第 571 章）的持牌法團，獲准許經營第二及第五類受規管活動（期貨合約交易及就期貨合約提供意見）規管活動  
中央編號：AOJ411

~~This Agreement is entered into by the following parties and comes into effect on \_\_\_\_\_.~~  
本協議由下列各方訂立，生效日期為

~~A. China Xin Yongan Futures Company Limited (CE number: AOJ411) (“Xin Yongan”), whose registered address is 25/F, CMA Building, 64-66 Connaught Road Central, Hong Kong.~~  
中國新永安期貨有限公司（中央編碼為 AOJ411）（以下稱「新永安」），其註冊地址為香港干諾道中 64-66 號中華廠商會大廈 25 樓；

~~B. The undersigned Client(s) whose name(s) and address(es) are as appeared on the signatory page of the Account Opening Form (“Client”).~~  
以下簽署客戶（以下稱「客戶」），其姓名和住址參見證券交易開戶申請表格的簽署頁。

I/We (the “Client”) hereby agree that the following terms and conditions will apply to all transactions in relation to Futures and Options and related services which China Xin Yongan Futures Company Limited (“Xin Yongan”) may in its absolute discretion provide to the Client from time to time:

本人/吾等（下稱「客戶」）特此同意下列條款將使適用於中國新永安期貨有限公司（下稱「新永安」）按其絕對酌情權不時向客戶提供的所有期貨及期權及相關服務：

**WHEREAS**  
鑒於

~~Xin Yongan is licensed by the SFC (as defined below) as a licensed corporation to carry out Type 2 regulated activity (dealing in futures contracts):~~

~~新永安為證監會（定義見下文）的第二類受規管活動（期貨合約交易）持牌人：~~

Xin Yongan agrees to open and operate one or more accounts in the name of the Client or on behalf of the Client, and act as an agent for the Client in the purchase, sale, exchange, trading of Futures/Options. The Client agrees that Xin Yongan shall act as its agent for the management and maintenance of such Accounts in accordance with the terms and conditions of this Agreement.

新永安同意以客戶名義或代表客戶開立及操作一個或多個帳戶，並在期貨/期權買入、賣出、交換、交易中為客戶出任經紀，客戶同意根據本協議的條件及條款由新永安作為客戶之經紀管理和維持該等帳戶。

The parties hereby agree as follows:

各方達成以下協議：

## 1. Definitions and Interpretations

### 定義和解釋

1.1. In this Agreement, the following terms shall have the following meanings:

在本協議中，以下術語將具有如下意義：

“**Account**” means the trading account currently opened or to be opened by Xin Yongan in the name of the Client and managed and maintained by Xin Yongan for the use by the Client in the purchase, sale, exchange, trading or handling of Futures/Options Contracts.

「**帳戶**」指根據本協議由新永安以客戶的名義現在或將來開立的，並由新永安管理和維持的交易帳戶，供客戶在買入、賣出、交換、交易或處理期貨/期權合約時使用。

“**Account Number**” means such number assigned to the Client at the time of opening the Account for confirmation of the Client’s identity.

「**帳號**」指由新永安在開立帳戶時指定給客戶的用於客戶身份認定的序列號。

“**Affiliate**” means any corporation that is in the same group of companies as Xin Yongan.

「**聯屬公司**」指與新永安所屬的同一公司集團中的任何法團。

“**Agreement**” means this Client Agreement, the Client Information Statement (including the account opening application forms) completed by or on behalf of the Client and any addenda thereto, and any disclaimers and risk disclosure statements issued by Xin Yongan in connection with the transactions contemplated by this Client Agreement, in each case as amended, supplemented and/or modified from time to time.

「**協議**」指經不時修訂、補充及／或變更的本客戶協議書、由客戶填寫的或由其他人士代其填寫的客戶資料表格（包括開戶申請書）、及其任何附錄、以及由新永安就與本客戶協議書項下的交易有關而發出的任何免責聲明及風險披露說明。

~~“**Agreement**” means this Client Agreement (including the account opening application forms) as amended or supplemented from time to time.~~

~~「**協議**」指本客戶協議書（包括開戶申請書）及本客戶協議書不時之修正或補充。~~

“**Authorized Person**” means any person designated in the ~~Client Information Statement~~~~account opening application forms~~ and accepted by Xin Yongan as authorised by the Client to operate the Account and issue Instructions, or any person notified by the Client in writing to Xin Yongan at any time and accepted by Xin Yongan to operate the Account and issue Instructions. Such person(s) shall continue to be Authorized Person(s) until such time as Xin Yongan has received from the Client appropriate documents revoking the authority of such person(s). “**Authorized Person**” means any one of the Authorized Persons.

「**獲授權人**」指開戶申請書客戶資料表格中指定的並由新永安接納的，獲客戶授權操作帳戶和發出指令的任何人士，或任何客戶隨時以書面方式通知新永安並由新永安接納的被授權操作帳戶和發出指令的任何人士。在新永安未收到客



戶合適的書面通知撤銷該項授權前，該等人士應為有效之被授權人。「被授權人」一詞亦指多位被授權人中的任何一位。

“Clearing House” means, in respect of a Futures or Option, the clearing house (whether in or outside Hong Kong) which provides clearing and/or settlement services in relation to that Futures or Option.

「結算所」指就期貨或期權而言，提供與該期貨或期權有關的清算及／或結算服務的結算所（不論是否位於香港）。

“Client” wherever used shall in the case where the client(s) is/are individual(s) include the client(s) and his or their respective executors, administrators, successors and personal representatives and in the case of a partnership firm include the partners who are the partners of the firm from time to time during which the Account is maintained and their respective executors, administrators, personal representatives and the permitted successors to such partnership business and where the client is a company include such company and its permitted successors.

「客戶」指如屬個人，則不論在何處應用，應包括客戶及其或各自的遺囑執行人、遺產管理人、繼承人及遺產代理人；客戶如屬合夥經營商號則包括帳戶維持期間不時出任該商號的合夥人的人士及其各自的遺囑執行人、遺產管理人，遺產代理人及該合夥經營商號的許可繼承人；客戶如屬公司則包括該公司及其許可繼承人。

“Client Information Statement” means the Client Information Statement (including the account opening application forms) in such form as may be prescribed by Xin Yongan from time to time which contains such information about the Client as Xin Yongan may require.

「客戶資料表格」指含新永安所需客戶資料(包括開戶申請書)並由新永安不時指定格式的客戶資料表格。

“Client Money Rules” means the Securities and Futures (Client Money) Rules (Chapter 571I of the Laws of Hong Kong) made by the SFC under section 149 of the Securities and Futures Ordinance as amended from time to time.

「客戶款項規則」指證監會不時修訂的證券及期貨條例 149 條下訂立之證券及期貨（客戶款項）規則（香港法例 571I 章）。

“Client Money Standing Authority” means the client money standing authority granted by the Client to Xin Yongan in the terms set out in Clause 16 as amended or supplemented from time to time.

「客戶款項常設授權」指客戶賦予新永安之客戶款項常設授權。該客戶款項常設授權根據第 16 條的條款訂立，並經不時修訂或補充。

“Closed Out Contract” means either:

(a) any Futures Contract or Option Contract in respect of which the Client enters into a corresponding Futures Contract or Option Contract of the same amount and quality of the relevant Commodity for delivery on the same date but of an opposite position in order to cancel the former contract and/or to crystallize the profit or loss on such former contract; or

(b) a Futures Contract or Option Contract deemed to be a Closed Out Contract pursuant to the rules of the relevant Clearing House; and “closing out/liquidating position”, “close out/liquidate position” or “closed out/liquidated position” shall be construed accordingly.

「平倉合約」指下列其中之一：

(a) 客戶就一期貨合約或期權合約訂立代表相同數量及性質的相關商品並在同一日期交收但以相反持倉的另一相應期貨合約或期權合約，以取消早前的合約及／或結算該早前合約的利潤或損失；或

(b) 一份按照相關結算所的規則被視為平倉合約的期貨合約或期權合約；而「平倉中」、「平倉」或「已平倉」均應據此解釋。

“Commodities” means products including but not limited to produces, metals, currencies, equities, interest rates, indices (including stock exchange index or other indices) or other financial contracts, energy, interests or rights, and including (if required by such situation) Futures/Options Contracts of any of the above (whether such thing could be delivered physically).

「商品」指任何物品包括但不限定於農產商品、金屬、貨幣、股票、利率、指數（包括股票市場指數或其他指數）或其他金融合約、能源、權益或權利、及如情況所需包括以上任何一項的期貨/期權合約（不論有關物品是否可以實物交貨）。



“Controlling Entity” has the meaning given to it in Schedule 1 to the Ordinance.

「控權實體」指該條例附表一所賦予含義。

–“Controlling Entity Relationship”, in relation to any person, means its relationship with a party to the Agreement by virtue of:

(a) the party being a controlling entity of the person;

(b) the person being a controlling entity of the party; or

(c) another person, who is a controlling entity of the said person, being also a controlling entity of the party.

「控權實體關係」就任何人士而言，指其憑藉以下情況與協議一方的關係：

(a) 該方為該人士的控權實體；

(b) 該人士為該方的控權實體；或

(c) 另一名人士（為所述該名人士的控權實體）亦為該方的控權實體。

(including the account opening application forms) (包括開戶申請書)

–“Electronic Trading Service” means the service of providing software, system and other facilities by Xin Yongan, including but not limited to the website, telephone, facsimile, email and other facilities provided by Xin Yongan in accordance with this Agreement, for the Client to issue electronic trading Instructions and obtain the information provided by Xin Yongan.

「電子交易服務」指新永安提供之軟件、系統和其他設施，包括但不限於新永安的網站、電話、傳真、電子郵件以及其他由新永安根據本協議所提供的設備，供客戶發出電子交易指令並獲取新永安提供的資訊服務。

“Exchange” means, in respect of a Futures or Option, the exchange (whether in or outside Hong Kong) on which that Futures or Option is traded.

「交易所」指就期貨或期權而言，該期貨或期權進行交易的交易所（不論是否位於香港）。

“Exchange Regulations” means the regulations, rules and system of the eExchange (as amended, modified or supplemented with reference to the actual situation from time to time).

「交易所規則」指交易所規則、規例和程序（可根據具體情況隨時進行改變，修正或補充）。

“Futures Contract” means such standard contract, under which the Commodities or objects being sold and purchased in the Futures trading are standardised by the exchange, and stipulates a specific time and place for the delivery of Commodities of a certain quantity and quality.

「期貨合約」期貨交易的買賣物件或標的物，是由交易所統一制定的，規定了某一特定的時間和地點交割一定數量和品質商品的標準化合約。

“HKFE” means the Hong Kong Futures Exchange Limited.

「期交所」指香港期貨交易所有限公司。

“HKFE Contract” means a contract for a Commodity approved by SFC and HKFE for trading on any one of the markets from time to time established and operated by HKFE which may result in a Futures Contract and/ or an Option Contract.

「期交所合約」指經證監會及期交所批准在期交所不時設立及經營的任何一個市場上進行買賣，而可能會構成期貨合約及／或期權合約的商品合約。

“HKFE Rules” means the rules, regulations and procedures of HKFE as amended, supplemented and/or modified from time to time.

「期交所規則」指期交所不時修訂、補充及／或變更的規則、規定及程序。

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

「香港」指中華人民共和國香港特別行政區。

“Identity Information” means, in relation to any person, the true and full identity of such person, including such person’s alias(es), address(es), occupation(s) and contact details.



「身份資料」指就任何人士而言，該等人士的真實及全部的身份證明，包括該等人名的別名、地址、職業、及聯絡詳情。

–“Insider Dealing” means insider dealing within the meaning within of section 270 of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

「內幕交易」指《證券及期貨條例》（香港法例第 571 章）第 270 條所指的內幕交易。

–“Instructions” means any instructions for trading or handling Futures/Options Contracts believed by Xin Yongan to be issued by the Client verbally, through the Electronic Trading Service system or by other means permitted by Xin Yongan (including any subsequent amendment or cancellation which is accepted by Xin Yongan).

「指令」指新永安相信是由客戶以口頭、通過電子交易服務系統，或其他新永安許可的方式發出的任何交易或處理期貨/期權合約的指令（包括任何後續的且被新永安接受的修正或取消指令）。

“Omnibus ~~account~~Account” means an account which Xin Yongan is informed to be opened by the Client for one or more of its clients, but not for the Client.

「綜合帳戶」指新永安獲得通知，有關帳戶是客戶為其一個或多個顧客開立，而非客戶本人的帳戶。

“Investor Compensation Fund” means the compensation fund set up according to the Ordinance.

「投資者賠償基金」指根據條例而設立的賠償性基金。

“Loss” means any losses, damages, proceedings, claims, demands, actions, liabilities, costs, penalties, fines, taxes, fees and expenses whatsoever, including but not limited to any direct, indirect, special or consequential losses (whether or not the possibility of such were known about or reasonably in the contemplation of the relevant parties), any loss of profits, loss of revenue, damage to goodwill or reputation, loss of contracts or business opportunities, loss of use of money, money not recovered, money paid out in error, interest, and any liability to any third party of any nature whatsoever.

「損失」指任何損失、損害賠償、訴訟、申索、索求、行動、責任、訟費、刑罰、罰款、稅項、費用及支出不等，包括但不限於任何直接或間接、特別或招致的損失（不論有關合約方是否知悉發生該等損失的可能性或對其有合理預測）、任何盈利損失、收入損失、商譽或聲譽的損害、損失合約或生意機會、損失款額用途、無法收回款額、錯誤繳付款額、利息及任何其他對第三方任何性質的責任。

“Margin” means cash of a certain amount or other types of securities or equivalents required by Xin Yongan from time to time in accordance with this Agreement, for the guarantee of the performance of the relevant contracts.

「保證金」指新永安不時根據本協議要求客戶以指定貨幣提供的一定數額的現金或其他形式的抵押品或等值額，作為有關合約的履約保證。

“Options” or “Options Contract” means a contract for acquiring or (depending on the situations) disposing of rights to a certain amount of Commodities or financial contracts at an agreed price, provided by one party to another to be exercised on or before a specific date.

「期權」或「期權合約」指一方給予另一方可在特定的日期或在之前行使，按約定價格獲取或（視情況而定）處置特定數量的商品或金融合約的權利的合約。

“Ordinance” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended or restated from time to time.

「條例」指不時修訂或重新制定的《證券及期貨條例》（香港法例第 571 章）。

“Password” means the only personal password of the Client. Such password shall be used with the Account Number for logging into the Electronic Trading Service system of Xin Yongan.

「密碼」指客戶唯一的個人密碼。該密碼須與帳號共同使用以進入新永安的電子交易服務系統。

“Personal Identification Number” or “PIN” means the number for verifying personal identity as a security control, for the purpose of confirming and verifying the identity of the Authorised Person issuing Instructions.

「個人身份號碼」或「PIN」指作為安全措施的個人身份核實號碼，用以認定和核實發出交易指令的被授權人身份。



“Regulatory Institution” means SFC, the Exchange, HKFE, any government agencies, court and any other relevant regulatory institutions in any jurisdictions.

「監管機構」指證監會、交易所、期交所及位於任何司法管轄區的任何政府部門、法院及其他相關監管機構。

“Settlement Account” means the bank account of the Client designated as the Settlement Account in the Client Information Statement or such other bank account of the Client as the Client may notify Xin Yongan in writing from time to time.

「結算帳戶」指客戶資料表格中客戶指定作為結算帳戶的銀行帳戶或客戶不時以書面通知新永安的其他銀行帳戶。

“SFC” means the Securities and Futures Commission set up according to the Securities and Futures Ordinance or any other institutions having part or all power and function of the SFC and having the jurisdiction over ~~Hong Kong Futures Exchange Limited~~ HKFE according to such Ordinance.

「證監會」指根據《證券及期貨條例》而成立的證券及期貨事務監察委員會或其他任何擁有證監會部分或全部權力和職能，且根據該條例對香港期交所擁有管轄權的機構。

“Ultimate Beneficial Owner” means, in relation to the Client, the ultimate beneficial owner of the Account, or if the Client is a company or entity, means the ultimate individual owner of the shares of such company or entity, and includes the beneficiaries who hold the interests through a representative or a trust.

「最終受益人身份」相對於客戶而言，指帳戶的最終受益人或，如果客戶是一間公司或團體，則指作為該公司或團體之股本最終個人擁有者，而且包括通過代表或信託持有權益的受益人。

“Variation Adjustment” means the amount payable to Xin Yongan by the Client, calculated on a daily basis and on the basis of the closing market price at the end of each day in respect of each open Futures Contract and/or Option Contract in the Account.

「價格變動調整」指客戶就帳戶中之每份未平倉期貨合約及／或期權合約以每日結束時收市價為基準每日計算之應付予新永安之款項。

“Working Day” means the day on which the relevant licensed banks in Hong Kong generally are open for business (excluding Saturdays).

「工作日」指相關香港持牌銀行通常開門營業的日期（星期六除外）。

1.2 In this Agreement, words denoting the singular include the plural and vice versa; words importing any gender include every gender and references to person, Xin Yongan, the Client shall include natural person, firm, sole proprietorship, partnership and company, vice versa.

在本協議中，代表單數的詞語應包括其複數所指，反之亦然；性別指稱應包括所有性別；任何指稱個人、新永安、客戶的詞語應包括自然人、事務所、獨資企業、合夥制企業和公司，反之亦然。

1.3 The words “other” and “including” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

「其他」及「包括」等詞語並不限制任何前文詞語的一般性，以及在該等詞語可作更廣詮釋時不應解釋為受限於前文詞語的相同類別含義。

1.4 References to Clauses are to be construed as references to clauses to this Client Agreement as from time to time amended and as in force for the time being.

對條文的提述應解釋為對不時經修訂及於當時生效的本客戶協議的條文的提述。

## 2. The Client’s Identity Disclosure

### 客戶身份披露

2.1 Credit Check: Xin Yongan is authorised by the Client to conduct or cause to be conducted credit investigations, checks and enquiries regarding the Client and for such purpose to approach the Client’s bankers (including for the purpose of



ascertaining or verifying the Client's financial situation and investment objectives) and to pass any information about the Client, its accounts and its transactions and the ultimate beneficiary in respect of any such transaction to:

信用查詢：新永安獲客戶授權進行或促使他人進行有關客戶信譽的調查、檢查和查詢，並為此目的接觸客戶的銀行（包括確定或核實客戶財務狀況和投資目的），以及將有關客戶、其帳戶、交易和該等交易的最終受益人的資料交予：

(a) any Regulatory Institutions or other bodies, persons or institutions, whether as required by law, court orders or regulations applicable to Xin Yong'an and its Affiliates including HKFE and/or the SFC for any purpose relating to the Agreement or in order to assist such Regulatory Institutions with any investigation, enquiry or examination which it is undertaking; and

任何監管機構或其他團體、人士或機構不論是否因法律、法令或適用於新永安及其聯屬人者的規定有所要求（包括期交所及／或證監會），以便達致與本協議有關的任何目的，或協助該監管機構進行其調查、查詢或審查；及

(b) any of its branches and any Affiliate in connection with carrying out Instructions or fulfilment of Xin Yong'an's obligations to the Client under the Agreement.

新永安的分公司和任何其聯屬人，以執行指示或履行與客戶訂立的協議內新永安的責任。

2.2 Without prejudice to other terms of this Agreement, for the purpose of complying with the requirements or requests from Regulatory Institutions given from time to time, or other person complying with the relevant requirements for the disclosure of the identity of the Client required by Regulatory Institutions from time to time:

在不影響本協議任何其他條款的情況下，為履行監管機構不時作出要求或其他人士應監管機構所不時作出的有關客戶身份披露：

(a) The Client will provide the information required by Regulatory Institutions immediately upon request by Xin Yong'an, including (but not limited to) the identity, address, occupation, contact details and other Identity Information of the following parties: (i) the Account (as far as the Client knows) of the party entered into the tradings; (ii) the Ultimate Beneficial Owner in the tradings; and (iii) any third party who gives the trading Instructions.

客戶承諾根據新永安的要求即時提供監管機構所要求的資料，包括（但不限於）下列三方的身份、地址、職業、聯絡資料和其他身份識別詳情：(i) 達成交易的一方之帳戶（就客戶所知）；(ii) 在交易中擁有最終實益權益的人士；以及 (iii) 任何發出交易指令的第三方。

(b) If the Client has affected the trading for a collective investment scheme, discretionary trust account or discretionary trust, upon the request of Xin Yong'an, the Client shall immediately provide Regulatory Institutions with the identity, address and contact details of the scheme, account and trust and the identity, address, occupation and contact details (if applicable) of the person(s) instructing the Client to enter into tradings on behalf of the scheme, account and trust. Where the Client's investment discretion for the scheme, account and trust has been revoked, the Client shall inform Xin Yong'an immediately, and undertakes to inform Regulatory Institutions of the identity, address, occupation and contact details of the person(s) instructing the Client to enter into tradings immediately upon the request of Xin Yong'an.

倘若客戶為集合投資計劃、全權委託帳戶或全權信託進行交易，經新永安要求，客戶承諾即時向監管機構提供計劃、帳戶和信託的識別資料、地址和聯絡資料以及代表計劃、帳戶和信託指示客戶進行交易的人士之身份、地址、職業和聯絡資料（如適用）。如果客戶代表計劃、帳戶和信託進行投資的決定權已被撤回，客戶承諾即時通知新永安，並承諾應新永安要求即時將指示客戶進行交易人士的身份、地址、職業和聯絡細節通知監管機構。

(c) If the Client acts as an intermediary and is aware that its client is also acting as an intermediary for the ultimate client but the client does not know the identity, address, occupation and contact detail of the ultimate client, the Client hereby confirms that: (i) the Client has made appropriate arrangement with its client so that the Client has to right to request its client for providing or arranging for the provision of the information above; and (ii) the Client shall obtain the above information of its client upon the request of Xin Yong'an, and provide the above information to Regulatory Institutions immediately upon issue of the request above.





如果客戶的身份為中介人，且知悉客戶亦以中介人身份為最終客戶行事，而客戶並不知道最終客戶的身份、地址、職業和聯絡資料，客戶就此確認：(i) 客戶已與其客戶之間已作出妥當安排，使客戶有權要求其客戶立即提供或安排提供上述資料；及 (ii) 應新永安要求向其客戶取得上述資料，並將在發出要求後即時把上述資料提供予監管機構。

### 3. Opening and Management of the Account

#### 帳戶開立及管理

23.1 The Client shall open and maintain the Account for effecting and recording all the Client's trading in and/or other disposals of Futures and Options made pursuant to the Agreement.

客戶須開立及維持帳戶以進行及記錄按照本協議進行之所有期貨及期權買賣及/或其他處置方式。

3.2 Accurate Information: The Client confirms that information in ~~this Account Opening Application Form Agreement~~ and/or other documents and information provided and signed for opening the Account (~~"Account Opening Documents"~~) is true, complete and accurate, and confirms that unless Xin Yongan confirms its receipt of the written notification of the Client for amending the relevant information, Xin Yongan shall rely on and act in accordance with such information in providing services to the Client.

準確資料：客戶確認其在開戶申請書本協議及/或任何其他可能就開戶提供及簽署的文件及資料（“開戶文件”）中所載的資料都是真實、完整和準確的，並確認除非新永安確認收到客戶有關資料變更的書面通知，新永安將會依賴及根據該等資料向客戶提供服務。

~~Credit Check: The Client authorises Xin Yongan to conduct credit check against the Client at any time, and verify the financial status, investment experience and objective of the Client, and to check whether the information provided by the Client is true, complete and correct.~~

信用查詢：客戶授權新永安對客戶隨時及進行信用查詢，並核查客戶的財務狀況、投資經驗和目標，以及客戶提供的資料是否真實、完整及準確。

23.3 Legal Capacity: The Client confirms that it has the necessary authority, power and legal capacity to sign this Agreement and perform its obligations under this Agreement, and this Agreement is legally binding on the Client

法定資格：客戶確認其具有簽署本協定並履行本協定中客戶義務的授權、權力和法定資格，而且本協議構成對客戶的有效法律約束

A. If the Client is an individual, the Client shall be 18 years old or above, without mental incapability, with legal capacity, and not being judged as bankrupt; or

如果客戶為個人，則客戶須年滿 18 歲，無精神障礙，具備法律能力，且未被判定為處於破產狀態；或

B. If the Client is a corporation, the Client shall be duly incorporated in accordance with the law of its place of incorporation and validly existing; and no action has been taken to appoint a receiver, administrator or liquidator against the Client's assets or business or to make the Client liquidate or dissolve.

如果客戶為法團，則客戶須為根據公司註冊成立地的法律正式成立並有效存續的；而且未採取任何程式程式對客戶資產或業務任命破產接收人、破產管理人或清算人，或使其清盤或解散。

23.4 Ultimate Beneficial Owner of the Account: Unless informing otherwise, the Client is conducting tradings in its own account, there is no person other than the Client who is interested in the Futures/Options Contracts, currency or assets in the Account from time to time. The Client agrees to notify Xin Yongan in writing immediately upon any change in the ownership or beneficial interest of the Account.

帳戶的最終受益人：除非另行告知，客戶是在其本身的帳戶中進行交易，除客戶本身外無其他任何人士對該帳戶中不時持有的期貨/期權合約、貨幣或財產擁有權益。一旦帳戶的所有權或實益權益發生任何變化，客戶同意立即以書面形式通知新永安。



**23.5 No Omnibus Account:** Unless informing otherwise, the Client declares that the Account opened with Xin Yongan is not an Omnibus Account.

非綜合帳戶：除非另行告知，客戶聲明本身於新永安開立並非綜合帳戶。

**23.6 Authorised Agent:** The Client agrees to irrevocably authorise Xin Yongan to become the Client's authorised agent to the largest extent permitted by law, to take any actions considered as necessary and practicable by Xin Yongan in performing this Agreement so as to perform each term and condition in this Agreement.

全權代理人：客戶同意並以不可撤回的方式授權新永安在法律許可的最大範圍內作為客戶的全權代理人，採取任何新永安認為在執行本協議時必需的或可行的行為以執行本協議之各項條款。

**23.7 Password, PIN and Account Number:** For protecting the security of the Account and interests of the Client, the Client shall set a password and a personal identification number (PIN) for logging in and operating its Account. The Client hereby declares and warrants that it is the sole **and exclusive** owner and legal user of the Password and PIN. The Client shall take full responsibility for monitoring the completeness and security of its Password, PIN and Account. If the Client discovers that its Password, PIN and/or Account Number is lost, stolen or subject to illegal usage, the Client shall notify Xin Yongan in writing immediately. If there is no such notification, Xin Yongan shall not take responsibility for any loss suffered by the Client or any person.

保護密碼、PIN 和帳號：為保護客戶的帳戶的安全與利益，客戶將設置一密碼和個人身份號碼（PIN）以進入和操作其帳戶。客戶在此聲明並保證其為該密碼和PIN的唯一擁有者和合法使用者。客戶將監控並確保其密碼、PIN 和帳號的完整性和安全性，並對此負全責。如發現其密碼、PIN 和/或帳號遺失、被盜或被非法使用，客戶將立刻以書面方式通知新永安。若無該類書面通知，新永安將不對因此而造成的客戶或任何人士蒙受的任何損失承擔任何責任。

**23.8 Material Change:** Xin Yongan and the Client agree to timely notify each other of any material change in the information provided in ~~this Agreement~~ **Account Opening Documents**. Before Xin Yongan receives the written notification in accordance with Clause 17.1 below, any changes in the information and details in ~~this Agreement~~ **Account Opening Documents** shall not affect the operation of the Account.

重大變更：新永安及客戶均同意及時將開戶申請書本協議中提供的資訊的任何重大變更通知對方。在新永安根據以下 ~~17.1~~ **17.1** 條得到書面通知之前，開戶申請書本協議中的任何資訊細節的變更將不對帳戶的運作產生效力。

**23.9 True Signature:** The signatures of the Client, Authorised Person, director, secretary or partner (depending on the situation) and any authorised person in the ~~Account Opening Documents~~ **Agreement** are the true signatures of the relevant person.

真實簽名：開戶申請書中所載客戶本協議中所載客戶、被授權簽名人、董事、秘書或合夥人（視情況而定）的簽名以及任何被授權人的簽名為相關個人的真實簽名。

### **34. Joint Account (applicable to joint Accounts only)**

#### 聯名帳戶（僅適用於聯名帳戶）

**34.1** If the Account is owned jointly by two or more persons, the Client declares that the Client is the joint owner of any assets in the Account. Unless the Client has agreed otherwise in writing, the Client has the right of succession to such jointly owned assets. The Client's liability is joint and several. Reference to the Client shall be understood as referring to any one or all of them. When one or any of the Clients deceases, the whole benefit of any Account opened for the Client shall be transmitted to the surviving Client in accordance with this Agreement. But Xin Yongan has the right to demand specific performance against the assets of any deceased Client for any liability of such Client. Any of such surviving Client who becomes aware of any information of ~~the deceased~~ **decease** above shall notify Xin Yongan in writing immediately.

如戶口帳戶由兩位或以上人士共同擁有，客戶聲明客戶為帳戶內任何資產的共有人。除客戶另有書面約定外，



客戶對該等共有資產有相互繼承之繼承權。客戶的法律責任應為共同和各別的。述及客戶時，必須理解為是指他們任何一位或各位。當某一客戶或任何客戶去世時，為客戶開立之任何戶口帳戶的整個權益應按本協議的條款轉歸仍在生者。但新永安有權向任何已去世客戶之遺產強制執行由已去世客戶承擔之任何法律責任。該(等)存活人士中任何人士得悉上述任何死訊時，必須馬上書面通知新永安。

34.2 When any one of the Account holders obtains the authority to operate the Account alone, Xin Yongan is authorised to perform the Instruction in relation to the Account issued by any one of such Account holders without the duty to inquire the use of funds between the joint Account holders. If any one of such Account holders agrees to accept any terms and conditions applicable to Xin Yongan in providing services under this Agreement, each and all Account holders shall be deemed as accepting such terms and conditions and being bound by such terms and conditions.

若帳戶持有人中的任何一人獲授權單獨運作帳戶，新永安獲授權履行任何一名該等帳戶持有人發出與帳戶有關的指示，且無義務查詢共同帳戶持有人之間資金的使用狀況。如該等帳戶持有人中任何一人同意接受任何適用於新永安就帳戶所提供的本協議項下任何服務的條款，則每名及全部帳戶持有人將被視為已接納該等條款，並因而受該等條款所約束。

34.3 Subject to the terms and conditions of this Agreement, any one of the Client may exercise all rights, control and discretion belonged to him/her/it, and contact Xin Yongan as an Account holder alone, without notifying any other person. Xin Yongan has the right to handle any matter with any one of the Clients individually, including releasing any liability to any extent without affecting the liability of any other.

受本協議條款所限，客戶中的任何一人有權行使其具有的所有權利、支配權和酌情決定權，並以帳戶持有人的身份單獨與新永安接觸，無須通知其他人。新永安有權個別地與該客戶的任何一位處理任何事情，包括在任何程度上解除任何法律責任，但不會影響其他任何一位的法律責任。

## 45. Applicable Rules and Regulations 適用規則和規例

45.1 **Laws and Regulations:** All tradings conducted by Xin Yongan on behalf of the Client or for the Client shall be in compliance with the terms and conditions in this Agreement, all applicable laws, rules and regulations of Hong Kong and other applicable jurisdictions, constitutions, rules, regulations, system, memorandum and articles of association, customs and routine of ~~Hong Kong Futures Exchange Limited~~HKFE and other relevant ~~e~~Exchanges and markets (and the relevant ~~clearing-Clearing house~~House, if any). For tradings entered in accordance with the Client's Instruction, the regulations of the ~~exchange~~Exchange, market and ~~clearing-Clearing house~~House (if any) above are binding on Xin Yongan and the Client, the Client understands and agrees that Xin Yongan shall disclose the name of the Client, identity of the Ultimate Beneficial Owner and other relevant information that may be requested under certain circumstances.

**法律和規則：**新永安代表客戶或為客戶帳戶進行的所有交易均須遵守本協議的條款和條件、香港以及其他適用司法管轄區域的所有適用法律、規則和條例、香港期貨交易所以及其他相關交易所和市場（及相關結算公司，如有）所採用的憲法、規則、條例、程式、章程、慣例和常規。就按客戶指令而達成的交易而言，上述交易所、市場和結算公司（如有）的規則對新永安和客戶均具有約束力，客戶知悉及同意新永安在特定情況下必須披露客戶的名稱或姓名，最終實益持有人身份以及其他可能被要求提供的相關資料。

4.25.2 All tradings of purchasing and selling Futures and Options Contracts in the Exchange shall be subject to the regulations of the relevant market and Exchange. Rules, regulations and procedures of ~~Hong Kong Futures Exchange Limited~~HKFE contain requirements that Xin Yongan shall disclose, upon request by ~~Hong Kong Futures Exchange Limited~~HKFE or the ~~SFC~~Regulatory Institution, the name and beneficial identity of the Client or other information relating to the Client requested by ~~Hong Kong Futures Exchange Limited~~HKFE or the ~~SFC~~Regulatory Institution, and the Client agrees to provide Xin Yongan with information relating to the Client that may be required so that Xin Yongan can comply with the rules, regulations and procedures of ~~Hong Kong Futures Exchange Limited~~HKFE and the Ordinance. If Xin Yongan is unable to comply with the disclosure requirements under rules 606(a) or 613(a) of the Exchange Regulations, the Chief Executive of ~~Hong Kong Futures Exchange Limited~~HKFE may request to liquidate position for the Client or to receive



additional Margin for the positions.

與在交易所買賣的期貨及期權合約相關的交易，需受到有關市場及交易所的規則所規限。期交所規則、規例及程序載有條文要求新永安必須在期交所或證監會監管機構提出要求時，披露客戶的姓名或名稱、實益身份及期交所或證監會監管機構可能要求的其他有關客戶的資料，而客戶亦同意提供新永安可能需要的有關客戶的資料，以便其能夠符合期交所規則、規例及程序及證券及期貨條例，若新永安不能遵守期交所規則第 606(a) 或 613(a) 條的披露要求，期交所行政總裁可要求代表客戶進行平倉或就客戶的持倉徵收保證附加費。

**4.35.3 Legally Binding:** The Client agrees that this Agreement (including the terms and conditions of electronic trading service) and all its terms and conditions are binding on the Client, its agent, successor and assignee. Actions taken by Xin Yongan in accordance with the relevant laws, regulations and ordinance shall be binding on the Client. The Client shall not breach any laws, regulations or rules applicable to it in Futures/Options tradings. If any terms and conditions in this Agreement is inconsistent with any existing or future laws, regulations and ordinance of Hong Kong Regulatory Institution or any institutions having jurisdiction over any matters under this Agreement, such term and condition shall be deemed as deleted or amended in accordance with the relevant laws, regulations and ordinance. Other parts of this Agreement shall continue to be effective.

**法律約束力：**客戶同意本協議（包括電子交易平臺服務條款）及其所有條款將對客戶本身、代理人、繼任人和承讓人均具有法律約束力。新永安根據有關法律、規則和條例所採取的所有行為都將對客戶具有法律約束力。客戶在期貨/期權交易中不能違反其應遵守的任何法律、規則或規定。若本協議任何條款與現行或將來任何法律、香港監管機構或任何對本協議項下任何事宜有管轄權的主管機構的規則和條例相抵觸，該些條款將被視為已根據有關法律、規則和條例刪除或修改。而本協議的其他部份則繼續有效。

## **56. Provisions prescribed by the SFC Code of Conduct** **證監會操守準則的規定**

**6.1** Without prejudice to other terms and conditions of this Agreement, all tradings entered in the Hong Kong Futures Exchange LimitedHKFE shall be subject to each relevant provision in the Exchange RegulationsHKFE Rules, and such provisions shall be deemed as constituting part of this Agreement.

在無損本協議其它條款的情況下，所有在交易所期交所進行的交易均應遵守期交所各項相關條款的規定，且這些規定應被視為構成並應被理解為本協議的組成部分。

**56.12 Investor Compensation Fund:** The Client confirms that any contract of Hong Kong Futures Exchange LimitedHKFE is subject to the payment of the levy for the Investor Compensation Fund and other levy required by the Ordinance, the aforesaid two levies shall be paid by the Client. The Client understands and confirms that if the Client suffers monetary loss as a result of breach of duty of Xin Yongan, the liability of the Investor Compensation Fund is limited to the valid claim stipulated in the Ordinance and the relevant regulations, and is subject to the amount limit stated in the Securities and Futures (Investor Compensation – Compensation Limits) Rules (Chapter 571AC of the Laws of Hong Kong). Therefore, there is no guarantee that the Client will receive full, part or any compensation from the Investor Compensation Fund when the Client suffers any monetary loss as a result of the breach of duty of Xin Yongan.

**投資者賠償基金：**客戶確認任何香港期交所合約均須繳納投資者賠償基金徵費及根據條例所收取的徵費，上述兩項費用須由客戶承擔。客戶了解及確認如客戶因新永安違責而蒙受金錢損失，投資者賠償基金所承擔的法律責任只限於條例及有關附屬法例所規定的有效索償，並須受制於《證券及期貨（投資者賠償－賠償限額）規則》（香港法例第 571AC 章）所訂明的金額上限，因此不能保證客戶在因該等違責而蒙受的任何金錢損失時，可以從投資者賠償基金中獲得全數、部份或任何賠償。

**56.23 Conflict of Interest:** The Client confirms that, as long as Xin Yongan is not in breach of any ordinance or applicable law or regulation, Xin Yongan may act for Xin Yongan, other clients or associated companies of Xin Yongan or other persons in any capacity to conduct Futures/Options Contracts tradings, whether such trading is the same as the trading of the Client. Xin Yongan and its directors, officers or agents may conduct tradings in any exchange through their own accounts for their own interests according to the Ordinance and all applicable law, in respect of any Futures/Options



Contracts, whether such positions which is opposite to the Client's Instructions are held in the accounts of Xin Yongan, other clients of Xin Yongan or associated companies of Xin Yongan, as long as such tradings are conducted and performed by bidding under a fair competition and in accordance with the relevant regulations, rules and procedures of the SFC and the Exchange and through facilities provided by Hong Kong Futures Exchange Limited or any other Exchanges.

**利益衝突**：客戶確認新永安可在不抵觸條例及任何通用法律或法規的情況下以任何身份為新永安本身、其他客戶或新永安的相聯公司或其他人士執行期貨/期權合約的交易，無論該交易是否同客戶的交易一樣。新永安及其董事、**高級職員**或代理人在任何適用法律或法規下，可以隨時通過自己的帳戶為其本身在任何交易所內進行交易。根據條例的規定以及所有的適用法律，就任何期貨/期權合約，無論是以本身的帳戶、新永安其他客戶或新永安的相聯公司的帳戶持有與客戶的指令相反的持倉，只要這些交易是以公平競爭的方式，並根據相關的證監會及交易所規則、規定和程序、及通過香港期交所或其他任何交易所的設施競價執行的。

**56.34 Tradings Conducted Outside Hong Kong Futures Exchange Limited**: If the Client wants to conduct any Futures/Options Contracts trading in markets outside Hong Kong Futures Exchange Limited, it is subject to the rules and regulations of such market (and not Hong Kong Futures Exchange Limited). The degree and form of protection for the Client in such tradings may be substantially different from the degree and form of protection provided by the Exchange Regulations. If the Client is acting for the interest of other persons in conducting Futures/Options Contract tradings, the Client shall ensure that the agreement signed with such persons shall contain this Clause 5-36.4 which shall continue to take effect.

**在香港期交所外進行的交易**：如果客戶希望在香港期交所以外的市場上進行任何期貨/期權合約交易，則須受此等市場（而非香港期交所市場）的規則和條例所管制。客戶在這些交易中所得到的保障程度和形式可能與香港期交所規則下所提供的保障和形式有明顯的差異。如果客戶乃為其他人利益而進行期權/期貨合約買賣，則客戶必須**確保**與該人簽署之協議載有本第 5-36.4 條並維持其有效性。

**56.45 Client Money**: All funds and other assets received by Xin Yongan from the Client or any other persons or institution for the Account are held by Xin Yongan as a trustee in the Account, and are separated from the assets of Xin Yongan, and shall be deposited into a segregated bank account as soon as possible. All amounts, securities and other assets held on trust by Xin Yongan for the Client shall not constitute assets of Xin Yongan upon its insolvency or liquidation, and shall be returned to the Client upon the appointment of provisional liquidator, liquidator or similar officers for all or part of the business or assets of Xin Yongan.

**資金託管客戶款項**：新永安從客戶或其他任何人士或機構收到的至帳戶的所有貨幣資金和其他財產應由新永安作為受託人保管在客戶帳戶中，並同新永安自己的資產隔離開，且應盡可能短的時間內將其存入一個單獨銀行帳戶。新永安代客戶持有之所有款項、證券或其他財產，在新永安破產或清盤時均不構成新永安資產，並將在為新永安所有或部份業務或資產委任臨時清盤人、清盤人或類似**高級職員**之後立即退還客戶。

**56.56 Authorisation to Transfer Funds**: Xin Yongan has the right and is hereby authorised to deposit any funds held on trust for the Client, whether relating to the Account or not, into a bank account (whether the bank is in Hong Kong or not). The Client authorises Xin Yongan to use any fund paid by the Client to Xin Yongan, particularly to make payments to any other party for such payables arising from or relating to the Futures/Options Contracts tradings conducted by Xin Yongan on behalf of the Client.

**資金撥付授權**：新永安有權並特此被授權將其代理客戶持有的任何資金，無論是否同客戶帳戶有關，存放在銀行帳戶中（無論該銀行是否位於香港境內）。客戶授權新永安使用客戶支付給新永安的任何資金，尤其是用作向任何其他方支付新永安代表客戶進行期貨/期權交易產生的或有關的應付責任。

**56.67 Xin Yongan's Own Tradings**: The Client confirms, for any accounts opened by Xin Yongan with HKFE Clearing Corporation Limited or any other Clearing Houses, whether the purpose for maintaining such accounts is completely or partly relevant to the Futures/Options Contracts tradings conducted for the Client, and whether funds paid by the Client has been paid to HKFE Clearing Corporation Limited or other similar Clearing Houses, as between HKFE Clearing Corporation Limited and Xin Yongan, Xin Yongan conducts tradings on its own behalf. The Client agrees that when Xin Yongan conducts tradings in such accounts, it does not need to consider any engagements for the benefit of the Client or



other interests in equity, and the amount paid to HKFE Clearing Corporation Limited or other similar Clearing Houses is not subject to the engagement above.

**新永安自身的交易：**客戶確認，對於新永安在香港期交所結算公司或其他任何結算公司開立的任何帳戶，無論維持這些帳戶的目的是否是完全或部分與代理客戶交易的期貨/期權合約有關，也無論客戶支付的資金是否已經支付給香港期交所結算公司或其他此類結算公司，就新永安與香港期交所結算公司或其他此類結算公司之間而言，新永安是以其自身的名義進行交易的。客戶同意，新永安在對此類帳戶進行交易時無須考慮任何有利於客戶的委託或其他衡平法中的利益，而且支付給香港期交所結算公司或其他此類結算公司資金也不受本條上述委託的約束。

**56.78 Large open-Open position-Position report-Report and limitLimit: —**The Client shall comply with the Exchange Regulations which allows the Exchange to take measures to represent the Client to restrict the position of the Client or to demand the Client to liquidate position, when the Exchange considers that the continuous accumulation of position may damage certain or more markets, or adversely affect the fair and orderly operation of any market operated by the exchange. Xin Yong'an may decide or restrict, according to the relevant ordinance, the position of the Client held or acquired through Xin Yong'an. The Client agrees, whether individually or jointly with other persons, holding of any contracts shall not exceed the position limit set by the exchange or Xin Yong'an, and if the Client is required to provide any report for position, it shall notify Xin Yong'an immediately.

**持倉限額須申報的持倉量：**客戶必須遵守交易所規則，規則允許交易所採取措施，代表客戶在交易所認為繼續積累倉盤可能對某個或多個市場造成損害，或對任何該交易所操作的市場的公平和有秩序的運作構成負面影響時，限制客戶的持倉數量或要求將客戶之合約平倉。新永安可以隨時自行決定或根據有關條例的規定限制客戶在新永安持有或通過新永安獲取的持倉數目。客戶同意，無論是單獨還是與他人共同，所持任何類型的合約不超過交易所或新永安設立的持倉限額，而且如果客戶被要求就其持倉提交任何報告，須立刻通知新永安。

**56.89** If the Client at any time opens one or more accounts with brokers other than Xin Yong'an for conducting tradings relating to Futures Contracts or Options Contracts, and if overall positions of any contract or type held by such accounts reach reportable level, the Client shall immediately report such positions to Xin Yong'an or Regulatory Institutions, and provide Xin Yong'an or Regulatory Institutions (depending on situations) with information relating to such report and required by the exchange (including the name of the Client, the Ultimate Beneficial Owner, or if it is a company or entity, the individual Ultimate Beneficial Owner of the shares of the company or entity, including the beneficiary who holds interest through a nominee or trust), and provide Xin Yong'an or Regulatory Institutions (depending on situations) with all other information as requested (depending on situations).

倘若客戶在任何時候就進行與期貨合約或期權合約有關的交易而在新永安以外開立一個或多個帳戶，及倘若該等帳戶的任何合約或品種的總持倉達到交易所申報持倉，客戶應即時向新永安或向監管機構報告該等持倉，並向新永安或監管機構（視情況而定）提供其所規定的與該申報有關的資料（包括客戶的姓名及最終受益人，或在公司或團體的情況下，則為公司或團體股本的最終實益擁有人的個人，包括透過代名人或信託形式持有利益的受益人），及向新永安或監管機構（視情況而定）提供其所要求的任何其他資料（視屬何情況而定）。

**56.910** If Xin Yong'an solicits the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to its financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document Xin Yong'an may ask the Client to sign and no statement Xin Yong'an may ask the Client to make derogates from this clause.

假如新永安向客戶招攬銷售或建議任何金融產品，該金融產品必須是新永安經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他新永安可能要求客戶簽署的文件及可能要求閣下客戶作出的聲明概不會減損本條款的效力。

## **67. Instructions and Tradings** 指令和交易



**67.1 Trading for the Client:** The Client confirms and agrees that unless Xin Yongan specifies in the contract of the relevant trading or by other means in writing that it acts as the principal, Xin Yongan acts only as the agent of the Client in conducting the tradings and the Client shall take full responsibility for all tradings of the Account. Unless otherwise disclosed to the Client verbally or in writing, Xin Yongan and its directors and employees shall only act in the capacity of an agent of the Client in executing Instructions and tradings but not in their own capacity. Unless there is evidence to the contrary, the Client confirms that any Futures/Options Contracts trading conducted by Xin Yongan on behalf of the Client in accordance with the Instructions of the Client or any Authorised Person, is not chosen by or conducted according to the recommendation of Xin Yongan.

**代客買賣：**客戶確認及同意除非新永安於相關交易的合約說明或以其他書面方式表明新永安是以主事人的身份行事，新永安將僅作為客戶的代理人執行交易而客戶將對帳戶內所有交易負上全部責任。除非另外向客戶作口頭或書面披露，新永安及其董事與員工將僅以客戶代理人的身份執行指令和交易而非以其本身的身份進行。除非另有證據，客戶確認任何由新永安代表客戶根據客戶或任何獲授權人發出指令進行的期貨/期權合約交易均不是由新永安選擇或根據新永安的建議選擇的。

**67.2 Client's Instructions:** All Instructions shall be provided by the Client verbally, in writing or by electronic service means according to Clause 47-18 of this Agreement, and are irrevocable once given. Xin Yongan has the right (but not obligation) to rely and act on any Instructions stated to be or honestly believed by Xin Yongan to be given by the Client or the Authorised Persons, and the Client is bound by such Instructions. The Client may restrict the power and limit of certain Authorised Person by an agreement in writing with Xin Yongan. The amendments to the list of Authorised Persons will only take effect after Xin Yongan received the Client's written notification and expressed that it accepted the relevant written notification.

**客戶的指令：**所有指令必須由客戶以口頭、書面或根據本協議第 47-18 條以電子服務形式作出，而且作出後即屬不可撤回。新永安有權（但無義務）依賴任何據稱或新永安真誠地相信是由客戶或獲授權人所作出的任何指令行事，而客戶須受該等指令約束。透過與新永安達成書面協議，客戶可限制個別獲授權人的權力及權限。只有在新永安收到客戶書面通知及新永安已表示接受有關的書面通知後，獲授權人名單的修訂方會生效。

**67.3 Reliance on Instructions:** For Xin Yongan, Instructions, notifications or other communications of the Client or any Authorised Person (whether issued verbally or in writing) shall be deemed as complete, sufficient, immediate authorisations. Xin Yongan may at its absolute discretion rely on or act in accordance with any Instructions, notifications or other communications made or claimed to have been made through telephone or in writing, and confirmed as issued by the Client or the Authorised Person. Xin Yongan is under no responsibility to verify the identity or authorisation of the person issuing or claimed to be issuing Instructions, notifications or other communications. In respect of such Instructions, notifications or other communications, Xin Yongan has the right (but not obligation) to take such measures it considers appropriate and relevant to confirm any trading, relevant Futures/Options Contracts price, type and quantity or whether there is any obvious or actual discrepancies or misunderstanding of the terms and conditions of such Instructions, notifications or other communications. The Client takes responsibility for all risks in the transmission of all Instructions or orders, whether by telephone, telegraph, facsimile, internet, email, post, or verbally or by other means. The Client agrees to compensate Xin Yongan and keep Xin Yongan indemnified for all losses, costs, fees (including legal fees) due to its reliance on such Instructions, notifications or other communications.

**對指令的依賴：**對新永安而言，客戶或任何被授權人的指令、通知或其他通訊（無論是以口頭還是書面方式發出的）應視為是完整、足夠、即時的授權。新永安可以其絕對酌情決定權依賴或根據通過電話或書面方式發出的或據稱已發出的，且被認定是由客戶或客戶的被授權人代表客戶發出的任何指令、通知或其他通訊形式。新永安無任何責任核查發出或據稱發出指令、通知或其他通訊的人員的身份或授權。對於此類指令、通知或其他通訊，新永安有權（但無義務）採取其認為合適及相關的措施確認任何交易、相關期貨/期權合約價值、類型和數量或此類指令、通知或其他通訊的條款是否存在任何明顯的或實際的誤差或誤解。所有的指令或命令，無論是以電話、電報、傳真、互聯網傳送、電子郵件、郵寄、還是透過口頭或其他方式發出，傳遞過程中的風險由客戶全面承擔。另客戶同意賠償新永安因依賴此類指令通知或其他通訊而遭受的所有損失、成本和費用（包括律師費），並使新永安免受該等損害。



**67.4 Delay:** Due to limitations of the conditions of the exchange, the price of Futures/Options Contracts changes rapidly. Although Xin Yongan will make reasonable endeavour, there may be occasional delay in reporting the price, or Xin Yongan may not complete all tradings at the specific time or at the “best price” or “market price”. The Client agrees that it shall accept the consequences of any trading conducted by Xin Yongan on its behalf under any circumstances and agrees that Xin Yongan shall not take any responsibility for any loss arising from Xin Yongan’s failure to comply with any term and condition in the Instruction of the Client, and shall not take any responsibility for any loss arising from conducting any transactions in accordance with this Agreement, unless such loss is caused by the deliberate breach of contract of any employee or agent of Xin Yongan. Xin Yongan will not be liable for delays or failure in the transmission of Instructions due to breakdown, collapse, malfunction or interruption of communication facilities or for any other delay or failure beyond the control of Xin Yongan.

**延誤：**由於交易所客觀條件所限，期貨/期權合約的價格經常發生快速的變化，儘管新永安作出合理努力，亦可能偶爾會發生報價延誤，或未能在特定時間或以「最優價格」或「市場價」完成所有交易。客戶同意無論何種情況，均接受新永安代表其進行的任何交易的結果，並同意新永安毋須因未能遵照客戶指令中的任何條款而導致的損失承擔任何責任，亦毋須為因根據本協議執行的任何交易而導致的損失負上任何責任，除非損失是因新永安任何僱員或代理人故意違約造成的。對於因為通訊設施的損壞、失靈、失常、中斷而導致指示的傳送出現延誤或失敗，或任何其他新永安無法控制的延誤或失敗，新永安將毋須承擔責任。

**67.5 Instruction is Effective on the Day It is Issued:** Unless the Client issues and Xin Yongan accepts a specific Instruction, the Client agrees that all Instructions or demands in relation to its Account is only effective on the day they are issued, and any Instruction or demand that is not executed on the day it is issued shall become ineffective automatically upon the closing of the relevant Exchange or other markets on the trading day. Xin Yongan will not be liable for failure in executing the Instruction on the day it is issued.

**指令當日有效：**除非客戶向新永安發出且新永安已接受特定的指令，客戶同意所有與其帳戶相關的指令或要求僅於當日有效，並同意任何未在當日執行的指令或要求在有關交易所或其他市場的正式交易日結束時即自動失效。如因系統對接或任何其他原因，指令未能當日執行，新永安將毋須承擔責任。

**67.6 Recording:** Xin Yongan may record any communication between it and the Client, or record for the purpose of marking or evidencing the verbal Instructions of the Client or any Authorised Person. The Client agrees that any record of Xin Yongan shall constitute the evidence of communication between it and the Client.

**錄音：**新永安可對其與客戶之間的任何通訊進行錄音，或出於記錄或證實客戶或任何被授權的口頭指令的用途而進行錄音。客戶同意新永安的任何錄音將構成其與客戶之間的通訊的證據。

**67.7 Third Party’s Instruction:** The Client understands that Xin Yongan shall not accept any instruction of a third party, unless the Client has officially signed and submitted an authorisation that is deemed valid, authorising such third party to issue trading Instruction on its behalf. The Client agrees that the Client shall take full responsibility for any dispute, loss, expense, charge and other claim arising from Xin Yongan relying on the Instructions issued by the third party on behalf of the Client. If the Client decides to authorise a third party to issue Instructions on its behalf, the Client understands that it shall immediately provide Xin Yongan with the accurate and true identity and other information of such third party as may be requested by Xin Yongan, and undertake to take responsibility for the verification of the identity of the authorized third party.

**第三方指令：**客戶明白新永安不會接受任何第三方的指令，除非客戶已正式簽署並遞交被視作有效的授權書，明確授權該第三方代表其發出交易指令。客戶同意如新永安因依賴第三方代表客戶發出的指令而導致任何爭議、損失、費用、開支以及其他索賠，客戶將全數負責。如果客戶決定授權第三方為其發出交易指令，客戶了解其必須立即向新永安提供該指定的第三方準確真實的身份和其他新永安可能要求的個人資料，並承諾對第三方授權人的身份認證負上責任。

**67.8 Cancellation of Instructions:** The Client agrees that if the Client wants to change or cancel issued Instructions, Xin Yongan shall have the right not to change or cancel any executed Instructions. The Client also agrees that only Instructions that are not executed may be changed or cancelled. The Client shall take full responsibility for part or all





trading entered into prior to the change and/or cancellation of its Instructions. Xin Yongan shall not take responsibility for the loss due to the delay in changing or cancelling the Instructions for any reason.

**取消指令：**客戶同意如客戶希望修改或取消已發出的指令，新永安有權不修改或取消任何已執行的指令。另客戶同意只有尚未執行的指令才可被修改或取消。客戶必須對其指令被修改和/或取消之前已執行的部分或全部的交易負完全責任。新永安無需對因任何原因導致修改或取消指令的延誤而造成的損失負責任。

**67.9 Rejection of Instructions:** Xin Yongan may at its absolute discretion without providing any reason rejects acceptance or execution of any Instructions, whether such Instruction is in relation to the entering into of any trading or liquidating positions, or in relation to the exercise of the rights under such contracts. In such circumstances, Xin Yongan shall use its best endeavour to notify the Client of the rejection, but Xin Yongan shall not take any responsibility for any loss in profit or revenue, obligation, fees or expenses arising from or incurred by the Client as a result of Xin Yongan accepting or rejecting the execution of its Instructions or failing to notify the Client in any event. Without prejudice to the generality of the foregoing, Xin Yongan may refuse to so act:

- (a) if any Instructions are unclear or if Xin Yongan receives conflicting Instructions, or if Xin Yongan believes, in good faith, that Instructions are fraudulent, forged or unauthorised or that acting on any Instructions may be in breach of any law or regulation applicable to the Client, the Authorised Person and/or Xin Yongan or
- (b) unless it is satisfied that the Client has provided Xin Yongan with sufficient immediately available funds or Commodities to settle the relevant transaction. The relevant funds or Commodities will not be regarded as immediately available until Xin Yongan has actually received them free from any conditions or encumbrances. The Client irrevocably authorises Xin Yongan and its licensed representatives to execute or otherwise give effect to each Instruction for the settlement of the Account or of a Futures or Option transaction executed on behalf of the Client pursuant to the Agreement, including the deposit or transfer of amounts of the net proceeds to the Settlement Account or other bank account(s) designated by the Client or arranging for the cheque(s) for the net proceeds drawn in favour of the Client for personal collection by or delivery to the address specified by the Client, at the Client's risk.

**拒絕指令：**新永安可根據其絕對酌情權及在無需給予任何理由的情況下拒絕接受或執行客戶的任何指令，不論有關指令是關乎任何合約的訂立或平倉，或關乎行使該等合約之下的權利。在這個情況下，新永安將會盡力就此通知客戶，但無論如何新永安將毋須對客戶因新永安接受或拒絕執行其指令或未有向客戶作出知會而導致或招致的任何利潤或盈利的損失、責任、費用或開支而負任何責任。在不損前述一般性的前提下，新永安可於以下情況拒絕執行有關指示：

- (a) 任何指示不清晰、或新永安收到矛盾指示、或新永安真誠地相信有關指示涉及欺詐、偽造或未經授權或若執行該指示會違反對客戶、被授權人及/或新永安適用的法律或規例；或
- (b) 客戶並未向新永安提供充足的即時可動用資金或商品以用作結算有關交易，並使新永安對此感到滿意。除非新永安已實質收到有關資金或商品，並其不受任何條件及債權負擔所限，否則將不被視為即時可動用。客戶謹此不可撤回地授權新永安及其持牌代表執行結算帳戶的指示或根據協議代客戶進行期貨或期權交易的指示或以其他方式使之生效，包括將所得淨額收益存入或轉帳至客戶指定的結算帳戶或其他銀行帳戶，或安排出具以客戶為受款人的淨額收益支票供客戶親身提取或將支票送交（風險由客戶承擔）至客戶列明的地址。

**67.10 Independent Judgement:** The Client understands that Xin Yongan shall not under any circumstances, provide any implication, statement, guarantee or warranty in relation to any aspect of the Futures/Options Contracts to be traded under this Agreement such as the price, merits or suitability to the Client. The Client also confirms (a) any market suggestion and information issued by Xin Yongan to the Client do not constitute any offer to sell any Futures/Options or any inducement to purchase/sell; (b) although such suggestion and information are obtained on the basis that they are from a source believed to be reliable by Xin Yongan, they may be incomplete, and may not be verifiable; (c) Xin Yongan shall not give any implication, statement, guarantee or warranty for the accuracy or completeness of any information or trading suggestion given to the Client, and shall not take any responsibility for their accuracy or completeness. The Client further confirms and agrees that the Client shall take full responsibility for all trading decisions in relation to its Account,



and Xin Yongan is only responsible for executing, clearing and performing the trading in the Account in accordance with the Client's Instruction, but does not act as an investment advisor of the Client, and shall not take any liability. Xin Yongan shall not take any responsibility or obligation for any business suggestion, investment advisor or action, statement or declaration of other third party to the Account or trading in the Account; any opinion or information provided by Xin Yongan, its employees or agent do not constitute trading offer and Xin Yongan shall not take any liability for such opinion or information.

**獨立判斷：**客戶明白新永安不會在任何情況下，就本協議項下進行交易的期貨/期權合約的價值、優點或對客戶的適合性等任何方面作出任何暗示、陳述、擔保或保證。另客戶確認 (a) 由新永安發給客戶的任何市場建議和資訊並不構成任何期貨/期權的出售要約或對買入/賣出的誘導；(b) 此類建議和資訊，儘管是以從新永安認為可靠的來源獲取的資訊為基礎的，仍可能是不完整的，而且可能無法核實；而且 (c) 新永安不對其給客戶的任何資訊或交易建議的準確性或完整性作任何暗示、陳述、擔保或保證，也不對其準確性或完整性承擔任何責任。客戶進一步確認並同意客戶對與其帳戶有關的所有交易決策負完全的責任，而新永安僅負責根據客戶的指令進行客戶帳戶中交易的執行、結算和履行，並不充當客戶的投資顧問，亦不會負上任何法律責任。至於任何介紹商號、投資顧問或其他第三者對**賬戶**或**賬戶**內任何交易所作的任何行為、作為、陳述或聲明，新永安皆不負任何責任或義務；而新永安、其僱員或代理人提供的任何意見或資料，均不構成交易要約，而新永安對該意見或資料均不負任何法律責任。

**67.11 No Guarantee of Completion:** If Xin Yongan cannot place number of lots specified by the Client for the Client in accordance with the Instruction, Xin Yongan may take reasonable steps to place number of lots less than that specified in the Instruction where practicable, and the Client shall be bound by the executed tradings. Without prejudice to the aforesaid principle, the Client confirms and accepts that due to the frequent and rapid change in market price of the Commodities and Futures, and other situations in the market and/or such restriction and limitation implemented by the relevant Exchange from time to time, Xin Yongan may not execute or not execute in a practicable way all Instructions of the Client, or not complete each trading at any price quoted at any specified time. The Client agrees that Xin Yongan shall not take responsibility for not executing a specified tradings in accordance the Instructions.

**不保證成交：**如果新永安未能依照客戶的指令替客戶訂立其指定數目的合約，新永安可採取合理步驟，在可行的情況下訂立任何少於該項指令指定數目的合約，而客戶必須受該等已訂立的合約約束。在不影響前述的概括原則下，客戶確認及接納由於現貨及期貨市場價格經常發生迅速的轉變，加上市場可能出現各種狀況及/或有關交易所可能不時實施各項的約束或限制，新永安可能無法或無法以可行的方法執行客戶的所有指令，或為客戶以在任何指定時間所報的價格完成各項交易。客戶同意新永安將不會因任何未有依照客戶指令訂立指明的合約而承擔任何責任。

**67.12 Prohibition against Insider Dealing: It is unlawful to distribute, disseminate and act upon any unpublished price sensitive information to make a profit or to avoid a loss in tradings. The Client confirms that it is aware of such practice are unlawful. The Client agrees not to engage in the said and other unlawful practices and to take full responsibility for the consequences.**

**禁止內幕交易：**任何傳播、散佈並利用非公開的價格敏感信息來在買賣上贏利或止損的行為都是非法的。客戶確認其知曉此種行為的非法性質。客戶同意不進行上述以及其他非法行為，並對所有後果負完全責任。

**67.13 Trading in Foreign Currency:** If the Client instructs Xin Yongan to conduct any Futures/Options Contracts trading of which the price and/or settlement is quoted or settled by foreign currency, (i) any loss or profit resulting from fluctuations in the foreign Exchange rate of such foreign currency shall be recorded in the Client's Account, and all risks shall be borne by the Client; (ii) all Margin shall be paid in such currency and amount determined at the absolute discretion of Xin Yongan; and (iii) Xin Yongan is authorised to determine the Exchange rate based on the price recorded in the currency market, so as to ~~exchange~~Exchange the ~~original balance in any~~ currency in the Account into the aforesaid foreign currency and make records.

**以外幣進行的交易：**如果客戶指令新永安進行任何以外幣標價和/或結算的期貨/期權合約交易，則 (i) 任何因該外幣的匯率波動所形成的損益完全記入客戶帳戶，所有風險將由客戶承擔；(ii) 一切保證金應以新永安全權決定的幣種和金額來支付；而且 (iii) 新永安獲授權可全權決定以貨幣市場當時報價為基礎而確定的匯率，將帳戶中的資金在**原幣種任何幣種結餘**和上述外幣之間進行轉換及記錄。



If for any reason the Client is required to exchange the funds owed to Xin Yongan into a currency other than the currency of the debt, the Client shall pay the difference to Xin Yongan to ensure that the amount after the exchangeExchange received by Xin Yongan is equal to the amount receivable prior to the exchangeExchange.

如果客戶由於任何原因被要求將其欠新永安的資金轉換成到期債務所用幣種之外的貨幣，則客戶應向新永安支付差額以保證新永安收到的已轉換後的金額等同於未轉換前應收的到期金額。

- 67.14 Choice of the Exchange:** If the Client's Instruction can be executed in more than one exchangeExchange, unless the Client has issued another specific Instruction to Xin Yongan, Xin Yongan may decide in which the exchangeExchange to execute the Instructions.

選擇交易所：如客戶發出的指令可以在一個以上的交易所執行，除非客戶向新永安另行發出明確指令，否則新永安將有權自行決定實際執行該等指令的交易所。

- 67.15 Options Trading:** The Client confirms that it understands that certain exchangeExchange and clearing-houseClearing House stipulate a deadline for submitting instructions for exercising Options, and where the instruction to exercise is not issued prior to the deadline, the Options will lose all value. The Client also understands that unless there is an instruction to the otherwise, certain exchangeExchange and clearing-houseClearing House will automatically exercise certain Options "within the price". The Client confirms that it takes full responsibility for exercising or restricting the exercise of (depending on situations) Options Contracts; unless Xin Yongan has received a specific Instruction from the Client, it shall not take any actions for the Options Contracts, including but not limited to exercising valuable Options prior to the maturity date or restricting automatic exercise of Options. The Client further confirms that Xin Yongan has the right (but not obligation) to stipulate the deadline for exercising Options from time to time, such deadline may be earlier than the deadline stipulated by the exchangeExchange and clearing-houseClearing House.

期權交易：客戶確認其知悉某些交易所和結算公司對提交行使期權指令訂明截止時間，如在截止時間之前行使指令還沒有發出，則期權會失去所有價值。客戶亦理解，除非另有指令，某些交易所和結算公司將會自動行使某些「價內」期權。客戶確認對其行使或阻止行使（視情況而定）期權合約的行為承擔完全的責任；除非收到客戶的明確指令，新永安無須對期權合約採取任何行為，包括但不限於在到期日之前行使有價值的期權或阻止對期權自動行使。客戶進一步確認新永安有權（但無義務）不時指定行使期權的截止時間，該時間可能早於交易所和結算公司指定的截止時間。

- 67.16** The Client confirms that it understands that (i) all short positions of Options may be liquidated at any time, including the position set up on the same day as the exercise day, and (ii) the notice to liquidate position is randomly allocated among all short positions of the Options of the Clients which are exercisable.

客戶確認理解 (i) 所有期權淡倉都可能被隨時平倉，包括與被指定為行使日同一日所建立的倉位，而且 (ii) 行使平倉通知在所有客戶處於行使範圍內的全部期權淡倉中任意分配。

- 67.17** To execute any Instructions of the Client, Xin Yongan may apply such terms and conditions decided at its absolute discretion in entering into contracts with or establishing relations with any other agent/broker (including any person associated with Xin Yongan in any manner or any party). Xin Yongan shall not take any responsibility for the Client for any action or omission of such agent/broker.

為了執行客戶的任何指示，新永安可以依據其全權決定的條款和條件，跟任何其他代理人（包括以任何形式跟新永安有聯系的任何人士或一方當事人）訂立合同或以其他方式建立關係。新永安不就該代理人的任何作為或不作為而對客戶承擔任何責任。

- 7.18** Xin Yongan is not under any duty to disclose to the Client any information which may come to the notice of Xin Yongan in the course of its acting in any capacity for any other person.

新永安並無責任向客戶披露其於代表任何其他人士進行交易時得悉的資料。

## **78. Commission and Fees**

### 佣金和費用



- 78.1 In consideration that Xin Yongan conducts Futures/Options Contracts trading for the Account on behalf of the Client, the Client agrees to pay Xin Yongan with commission of such rate stipulated as applicable to its Account by Xin Yongan from time to time, and agrees that Xin Yongan may adjust such rate at any time. Further, the Client shall, immediately upon request of Xin Yongan, pay or repay all commission, broker fees, levy, duty and all other fees and expenses arising from, suffered or incurred by Xin Yongan in entering into any trading on behalf of the Client or performing any obligations of Xin Yongan under this Agreement. The Client agrees that all such amounts may be deducted from the Account or any other account of the Client maintained with Xin Yongan. The Client authorises Xin Yongan to withdraw cash or liquidate open positions in the Account or any other account of the Client maintained with Xin Yongan at such time and in such manner as it deems fit to discharge the amounts due.

就新永安將代客戶為其帳戶進行期貨/期權合約交易，客戶同意按新永安不時指定的適用於其帳戶的費率，向新永安支付佣金，並同意新永安得以隨時對該等費率作出修改。此外，客戶須應新永安的要求即時支付或付還所有新永安因其代客戶訂立任何買入或沽出合約的交易或履行任何新永安於本協議下的義務所產生、蒙受或招致的所有佣金費用、經紀費、徵費、關稅及所有其他收費及支出。另客戶同意所有該等數額可從帳戶及客戶在新永安持有的任何其他帳戶中扣除。客戶授權新永安可在其認為恰當的時間及其認為恰當的方式從帳戶及客戶在新永安持有的任何其他帳戶提取現金或為帳戶中的未平倉合約平倉變現以支付有關的到期費用。

- 78.2 Levy Levies, fees, charges, expenses or any kind of such may be payable to the exchange for each trading and chargeable service in any exchangeExchange, including but not limited to the Investor Compensation Fund levy, and levy under the Ordinance and market data fee. The Client agrees to take full responsibility for such levy and agrees that Xin Yongan has the right to receive the relevant levy from the Client from time to time in accordance with the Exchange Regulations.

在任何交易所進行的每一項交易均須繳交該交易所可能徵收的徵費、費用、收費、開支或任何該等，包括但不限於投資者賠償基金徵費及、根據條例徵收之徵費及行情收費。客戶同意全數負責所有該徵費，並同意新永安有權隨時根據該交易所的規定向客戶收取有關徵費。

## 89. Margin 保證金

- 89.1 In respect of any trading executed by Xin Yongan in the capacity of an agent of the Client, the Client agrees that it shall immediately pay and maintain Xin Yongan with such Margin and additional Margin requested by Xin Yongan at its absolute discretion from time to time prior to executed trading or upon request of Xin Yongan, and provide Xin Yongan with securities and other pledges of or under any type, amount, time limit and condition requested by Xin Yongan from time to time. Unless otherwise stipulated by the Ordinance or the exchangeExchange from time to time, such Margin shall be held by Xin Yongan until released to the Client upon the liquidation of such outstanding positions. Unless the Client has provided and maintained Xin Yongan with the Margin requested by Xin Yongan, Xin Yongan may reject the execution of the Instruction of the Client.

就新永安以代理人身份代表客戶訂立任何合約，客戶同意其須於有關合約訂立之前或即時應新永安的要求即時向新永安繳付及維持新永安不時依據其絕對酌情權所要求的保證金及附加保證金，以及新永安不時規定的任何形式、數額、時限及條件而要求的擔保及其他抵押品。除非條例或期交所不時的規定另有訂明，該保證金須一直由新永安持有，直至有關的未平倉合約被平倉之後，客戶方可提取該保證金。除非客戶已提供及維持新永安所要求的保證金，否則新永安有權拒絕執行客戶的指令。

- 89.2 Any interest, dividend or other benefits arisen or arising or derived or deriving from the Margin shall not become a part of the Margin.

保證金所帶來或會帶來或衍生或會衍生的任何利息、股息或其他利益不會成為保證金一部份。

- 89.3 Unless Xin Yongan agrees otherwise, all Margins shall be paid in the form requested by Xin Yongan such as cash, bank transfer or cheques. The Client agrees to repay the debts in the Account upon request by Xin Yongan. When the Client



buys or sells positions, it shall instruct Xin Yong'an to liquidate ~~the~~ position prior to maturity or provide Xin Yong'an with all relevant documents for Commodity delivery. If the Client cannot meet the obligation, Xin Yong'an may liquidate ~~the~~ position by such means as considered most appropriate by Xin Yong'an, without giving prior demand or notice. If Xin Yong'an cannot purchase the required Commodity for liquidating ~~the~~ position under the then circumstances, it may take other actions considered by it as appropriate. The Client understands that all fees relevant to the above shall be borne by the Client and Xin Yong'an shall not take responsibility for any loss arisen therefrom.

除非新永安另行同意，所有的保證金要求必須以新永安指定的形式如現金、銀行轉帳或支票支付。客戶亦同意應新永安之要求，立即償還客戶任何賬戶之任何欠款。客戶買賣商品時，須於到期前指示新永安代為平倉，或向新永安提交一切有關交貨所需文件。如客戶未能履行責任，新永安可依照其認為最適當之方式代為平倉，事先無須提出要求或通知。如在當時條件下不能購入所需商品作平倉之用，新永安可以採取其他其認為適當之辦法權宜行事。客戶理解一切與上述有關之費用概由客戶承擔，因此而引致之任何虧損，新永安概不負責。

89.4 Without prejudice and in supplement to any other rights and remedies of Xin Yong'an under this Agreement, the Client irrevocably authorise Xin Yong'an, without giving prior notification to the Client, apply all or any part of the cash deposit or other assets held by Xin Yong'an for the Client in the Account or other account, for the following purposes, whether involving tradings:

在無損於及補充新永安在本協議之下享有的任何其他權利及補救的前提下，客戶不可撤回地授權新永安在無須事先通知客戶的情況下，運用新永安為客戶的帳戶或其他戶口帳戶持有的所有或任何部份的現金按金或其他財產，作以下用途，而不論此舉是否涉及合約的交易：

(a) To pay Margin or additional Margin requested by Xin Yong'an under Clause 8-9 or 9-10;

支付新永安依據第 8-9 或 9-10 條要求客戶支付的保證金或附加保證金；

(b) To pay to any exchangeExchange, clearing-houseClearing House or broker for meeting such obligation to pay Margin, additional Margin, any other amount or any responsibility undertaken by Xin Yong'an for any trading conducted on behalf of the Client as requested by such exchangeExchange, clearing-houseClearing House or broker; 向任何交易所、結算公司或經紀支付款項，以履行該交易所、結算公司或經紀就新永安代客戶進行的任何交易而要求支付的保證金、附加保證金、任何其他款項或承擔任何責任；

(c) To provide any exchangeExchange, clearing-houseClearing House or broker with pledges that are not subject to any beneficial interest of any client, as pledges for the responsibility to such exchangeExchange, clearing-houseClearing House or broker (in accordance with its terms and conditions) to be provided by Xin Yong'an in relation to any trading conducted on behalf of the Client;

向任何交易所、結算公司或經紀提供不受制於任何客戶實益權益的抵押品，作為新永安就其代表客戶進行的任何交易須對該交易所、結算公司或經紀承擔的責任（依照其所指明的條款）的抵押品；

(d) To perform or compensate Xin Yong'an for any responsibility to any person arising or deriving from the conduct of any trading by Xin Yong'an on behalf of the Client; or

履行或抵償新永安與其代表客戶進行的任何交易而產生或附帶對任何人士須承擔的任何責任；或

(e) To pay commission, broker fees, levy or other appropriate fees and expenses directly relating to any trading conducted by Xin Yong'an on behalf of the Client.

支付任何直接涉及與新永安代表客戶進行的任何交易有關的佣金、經紀佣金、徵費或其他適當的收費及費用。

despite the fact that any application above may result in Xin Yong'an requesting for additional Margin from the Client.

儘管任何上述運用可能會導致新永安要求客戶支付額外保證金。

89.5 **Margin Calls:** The Client agrees that any amount (including Margin) payable to Xin Yong'an under this Agreement shall be paid immediately upon request, and agrees to pay Xin Yong'an with the Margin or other amount requested or stipulated by Xin Yong'an from time to time in such currency decided by Xin Yong'an, provided that such amount and fees payment shall be in compliance with the relevant restriction imposed by the exchangeExchange and/or clearing-houseClearing House in relation to the execution of the relevant Futures/Options Contracts trading. **The Client agrees to meet the Margin payment request within a reasonable time (generally within 12 hours) or in such time requested by Xin Yong'an in its absolute discretion and notified to the Client.** Without prejudice to Clause 44-15, if the Client is unable to meet the Margin payment request in such time requested by Xin Yong'an, Xin Yong'an has the right to liquidate



the outstanding position held by the Client, relevant to which the Margin shall be paid within the time stipulated or notified by Xin Yongan, in accordance with the rules or regulations of the relevant exchangeExchange and/or clearing houseClearing House, and/or notify the SFC, relevant exchangeExchange, clearing houseClearing House or broker of details of the outstanding position.

**繳交保證金的通知：**客戶同意任何因本協議應向新永安支付的金額（包括保證金）應承索即付，並同意以新永安選擇的幣種向新永安支付其不時決定及規定的保證金或其他金額，前提是該等金額及費用支付須符合執行有關期貨/期權合約交易的交易所和/或結算公司可能會施加的限制。**客戶同意繳交保證金的要求必須在合理時間內（一般為 12 小時）或新永安以其絕對酌情權決定並通知客戶的時間內得到履行。**在不影響第 14-15 條的情況下，如果客戶未能在新永安要求的時間內履行繳交保證金的要求，新永安將有權按照有關交易所及/或結算公司的規則或規例將客戶持有而於新永安指明的時間內或作出有關通知時交付保證金的未平倉合約平倉，及/或通知 證監會、有關交易所、結算公司或經紀關於該未平倉合約的詳情。

**89.6** With respect to the Margin Calls notification of Xin Yongan, the Client hereby agrees that when Xin Yongan has issued demand for an immediate payment of additional Margin by letter or confirmation, statement or other document containing such demand to the Client, or has called, emailed or contacted the Client by other means for such purpose, it shall be deemed that Xin Yongan has issued a demand to the Client requesting for additional Margin, whether Xin Yongan is in actual contact with the Client.

就新永安向客戶發出繳交保證金的通知，客戶茲同意當新永安已向客戶發出要求立即提供額外的保證金的信函或含有此要求之確認書、結單或其他文件，或為此目的嘗試以電話、電郵或其他途徑聯絡客戶，即被視為已向客戶發出要求向新永安提供額外的保證金，不論新永安是否與客戶取得聯絡。

**89.7** The Client agrees that the Margin Call of Xin Yongan may exceed the amount required by the exchangeExchange on Xin Yongan, and agrees that Xin Yongan may decide or change the Margin Call on the Client at any time in its discretion. If Xin Yongan decides to call for additional Margin in accordance with Clause 9-10 of this Agreement, the Client agrees to deposit the requested additional Margin into such account requested by Xin Yongan, and timely satisfy all Margin Calls by means decided by Xin Yongan from time to time. Despite Xin Yongan has additional Margin Calls on the Client, Xin Yongan may enforce Clause 15-16 of this Agreement, and shall not be deemed as waiving any rights even if it is not enforced.

客戶同意新永安指定的保證金要求可以超出任何交易所對新永安所要求的保證金金額，亦同意新永安可以隨時自行決定或改變對客戶的保證金要求。如果新永安決定就本協議第 9-10 條要求附加保證金，客戶同意按新永安要求在新永安指定 戶口帳戶 存入所要求的附加保證金，而且會按新永安不時自行決定的方式及時滿足所有追收保證金的要求。即使新永安對客戶有增補保證金的要求，新永安仍有權隨時執行本協議第 15-16 條，即使未有執行也不應被視為新永安對任何權利的放棄。

**89.8** Unless Xin Yongan has obtained a specific Instruction from the Client, it may set off the Futures/Options Positions in the Account for the purpose of maintaining the Margin in accordance with the ExchangeExchange Regulations, and shall automatically set off to determine the amount of Margin without notification to the Client, but such positions shall not be liquidated or treated as net position settlement for any other purpose.

除非獲得客戶的明確指示，否則新永安根據交易所規定可為維持保證金之目的而作出抵銷客戶帳戶上持有的期貨/期權合約，將會自動地加以抵銷以決定保證金數額而無須向客戶作出通知，但這些合約將不會為任何其他目的而予以平倉或當作淨額結算處理。

## **910. Additional Margin Calls or Demand for Adjustment for Price Change Variation Adjustment**

附加保證金要求或價格變動調整的要求

**10.1** With respect to all Futures/Options Contracts tradings conducted by Xin Yongan on behalf of the Client, the Client agrees to provide Xin Yongan timely with Margin or additional Margin considered necessary by Xin Yongan and requested by Xin Yongan from time to time so as to satisfy the fund requirement arising from price-changevariation adjustments. The amount of Margin, additional Margin and such amount for satisfying the price-changevariation adjustments requested by Xin Yongan may exceed the amount of Margin or price change adjustments demand of the



~~exchange~~Exchange or the relevant market or ~~clearing-house~~Clearing House. The Client agrees that Xin Yongan may change the demand without prior notification and such demand shall become effective immediately. Where the Client cannot satisfy the Margin, additional Margin or ~~price-change~~variation adjustments demand, Xin Yongan may (but is not obliged to) liquidate the outstanding position of the Client.

就新永安代客戶進行的所有期貨/期權合約的交易，客戶同意按新永安不時之要求及時向新永安提供新永安認為必須的保證金或附加保證金，以滿足因價格變動調整所產生的資金需要。新永安對保證金、附加保證金、以及為滿足價格變動調整所需追收的金額可以超出期交所或相關市場或結算公司的任何對保證金或價格變動調整的要求。客戶同意新永安可以在無須事先通知客戶的情況下更改該要求，而該等要求將會即時生效。在客戶未能滿足保證金、附加保證金或價格變動調整金額的要求的情況下，新永安可以（但無責任）將客戶未平倉的合約平倉。

10.2 Xin Yongan shall be entitled to close out any or all open positions of the Client in such manner and at such price as Xin Yongan may determine without further notice to the Client if the Client shall fail to deposit and maintain such Margin and/or Variation Adjustments within such time as may be required by Xin Yongan or at the time of making such calls or demands. Xin Yongan has no obligation to notify the Client of his failure to maintain the Margin. In addition, Xin Yongan may be required to report to the Regulatory Institutions particulars of all open positions in respect of which two successive calls or demands (or such other number of calls or demands as may be required by the Regulatory Institutions from time to time) for Margin or Variation Adjustments are not met within the period required by Xin Yongan. Xin Yongan may require more Margin or Variation Adjustments than that specified by the Exchange and/ or the Clearing House of the Exchange and may close out open positions in respect of which any margin calls and demands for Variation Adjustments are not met within the period specified by Xin Yongan at the time of making such calls or demands. The Client shall be liable for all Loss arising out of the closing out of the open positions of the Client by Xin Yongan as aforesaid and shall indemnify Xin Yongan for all Loss (including legal cost on a full indemnity basis) suffered or incurred by Xin Yongan arising out of the failure of the Client to meet Margin calls and/or demands for Variation Adjustments of Xin Yongan pursuant to these Terms and Conditions.

若客戶未能在新永安規定的時間內或於催繳保證金及／或變價調整時存入及維持新永安所要求的保證金及／或變價調整，新永安有權將客戶的任何或所有未平倉合約以任何方式並以新永安決定的價格進行平倉，而毋須進一步通知客戶。新永安無責任就客戶未能維持保證金通知客戶。此外，當發生連續兩次（或監管機構可能不時要求的催繳次數）未能在新永安指定的時間就未平倉合約繳付催繳或追收的保證金及變價調整要求，新永安可能需要就所有未平倉合約的詳情向監管機構匯報。新永安可能要求比交易所及／或交易所的清算所指定更高的保證金及／或變價調整，及可以就任何在催繳當時尚未能於新永安所指定的期間內繳付保證金及／或變價調整的未平倉合約進行平倉。客戶須為新永安如前述將客戶的未平倉合約平倉而帶來的所有損失負責，並須就新永安因客戶未能按此等條款滿足新永安的保證金催繳及／或變價調整追收而所承擔或蒙受的所有損失（包括彌償全數法律費用），對新永安作出彌償。

#### **1011. Payment and Payment of Funds**

##### 付款和資金償付

1011.1 The Client shall at any time (whether the Account is closed or not), as requested by Xin Yongan, pay Xin Yongan with all payable amount, loss, remainders of a debt and difference arising from or incurred on the trading between both parties or the operation of the Account. The currency of the payment shall be decided by Xin Yongan with reference to the actual situation.

客戶應隨時（不論帳戶是否已銷戶結算）按新永安的要求向其全額支付因雙方之間的交易或因客戶帳戶的操作而產生或造成的任何應付款項、損失、欠款未償餘額以及差額。客戶付款的幣種將由新永安根據實際情況而定。

1011.2 Without prejudice to the Client's obligation to pay immediately upon request, the Client shall make (whether by ~~direct payment~~ transfer or cheque deposit, etc.) any of each payment payable to Xin Yongan in accordance with this Agreement prior to the close of business of banks on the day stipulated for payment (Hong Kong time).

在無損於客戶承索即付的義務的前提下，客戶每次根據本協議向新永安支付任何款項（無論是通過直接付款→轉帳或支票存入等）必須應在指定付款日期當日銀行營業結束前（香港時間）予以支付。



~~4011.3~~ Provided that (i) Xin Yong'an has deducted all amount deductible in accordance with the Exchange Regulations, rules of any other ~~exchange~~Exchange or ~~clearing house~~Clearing House, applicable laws and/or this Agreement; (ii) the Margin Calls requirement under Clauses ~~8-9~~ and ~~9-10~~ above has been fully complied with; and (iii) the Client has repaid all debts owed to Xin Yong'an, Xin Yong'an shall handle all or part of the funds and/or revenues for trading any Futures/Options Contracts in accordance with the Client's Instruction under reasonable circumstances within a reasonable time upon receipt of the Client's or the Authorised Person's written Instructions. All amounts payable to the Client by Xin Yong'an under this Clause shall be transferred to the bank account specified in the ~~Account Opening Application Form-Client Information Statement~~ by the Client, or paid by other agreed means depending on the circumstances. All payment of funds to the specified bank account of the Client shall be deemed as full performance and discharge of the payment obligations of Xin Yong'an to the Client.

在 (i) 新永安已扣除其根據香港期交所規則、其他任何交易所或結算公司規則、適用法律法規和/或本協議規定有權扣除的所有金額，(ii) 上述第 ~~8-9~~ 和 ~~9-10~~ 條下保證金要求全數履行，及 (iii) 客戶已全數償還所有對新永安的債務的前提下，新永安將在合理情況下在收到客戶或獲授權人的書面指令後在合理時間內將客戶帳戶內全部或部分資金和/或出售任何期貨/期權合約的收益按照客戶指令處理。所有新永安根據本條應向客戶支付的款項應轉帳至客戶在開戶申請書客戶資料表格中指定的銀行帳戶，或以雙方根據實際情況約定的方式支付。所有上述支付到客戶指定銀行帳戶的資金應被視為新永安對客戶的付款責任的全面履行及解除。

~~4011.4~~ The Client confirms, unless the Authorised Person is the Client itself, any Authorised Person only has the authorisation to issue Instructions on behalf of the Client in accordance with this Agreement. The Client and the Authorised Person shall not instruct Xin Yong'an to transfer or distribute any funds and assets in the Account to any other bank account not held by the Client itself.

客戶確認，除非被授權人即為客戶本人，任何被授權人僅具有按本協議規定代客戶發出交易指令的授權。客戶及被授權人均不能指示新永安將任何客戶帳戶中資金及資產轉移或分發至任何其他並非由客戶本身持有的銀行的帳戶。

~~4011.5~~ If the Client cannot perform its obligation on or prior to the delivery day, ~~any day prescribed by Xin Yong'an~~ or any other deadline in accordance with the stipulation above, the Client shall take responsibility for and fully compensate Xin Yong'an for any loss, costs, fees and expenses arising therefrom.

如客戶未能依照上述規定履行其在到期交收日、新永安所規定之日期或任何相關到期日或之前的責任，客戶必須就新永安因此而導致的任何損失、成本、費用及開支向新永安負責，並全數補償新永安的損失。

~~4011.6~~ All payments to Xin Yong'an made by the Client relating to the tradings relevant to this Agreement or under other circumstances, shall be paid in such currency and in such manner in a balanced amount as required by Xin Yong'an; the Client agrees that all such payments:

客戶就本協議有關的交易或在其他情況下對新永安的所有支付，必須按照新永安指定的幣種及方式以已結算結清的款項作出支付，客戶同意所有該等支付：

- (a) Are not subject to any restriction, condition or equity interest;  
不受任何限制、條件或衡平法權益約束；
- (b) Are un-restricted and applicable amounts, and is not and will not be subject to any deduction or withholding for taxation reasons; and  
屬於無限制及可動用的款項，以及沒有或不會因稅項原因作出任何扣除或預扣，及
- (c) Are not or will not be deducted or withheld by set off, counterclaim or any other means for any other reason.  
沒有或不會因任何其他原因以抵銷、反申索或任何其他方式作出任何扣除或預扣。

## ~~4112.~~ Interests 利息

~~4112.1~~ The Client agrees that Xin Yong'an may keep the revenue (including but not limited to fixed deposit) held by it and derived from part of the cash in the Account, and the Client agrees that unless the parties shall agree otherwise, Xin





Yongan shall not pay any interest to the Client for any amount of funds belonged to the Client and held by Xin Yongan.

客戶同意新永安可以保留其持有的，作為客戶帳戶的一部分的現金(包括但不限於定期存款)所帶來的收益，而且客戶同意，對於由新永安持有的屬於客戶的任何金額的資金，除非雙方另有協議，否則不須向客戶支付任何利息。

**12.2** The Client warrants that it shall pay interest for any overdue debts or amount owed to Xin Yongan. Such interest shall be at the rate notified by Xin Yongan to the Client from time to time for such period from the due day of the debt until full payment is made. The Client agrees that the interest shall be paid on the last day of each month or immediately upon request by Xin Yongan. The Client also agrees to pay Xin Yongan any fees and expenses (including legal fees and expenses) incurred on Xin Yongan arising from its request for payment of debts and/or interest.

客戶保證就其欠新永安的任何逾期債務或金額支付利息。該利息將根據新永安不時通知客戶的利率由款項到期支付當日起至全數清償為止的期間計算，客戶同意利息須在每月的最後一天或在新永安要求下立刻支付。另客戶同意其須向新永安支付任何新永安因向客戶追付欠款及/或利息所產生的所有費用及開支(包括法律費用及開支)。

### **13. Delivery**

#### 交收

**13.1** The Client agrees that each trading in its Account shall be completed in accordance with the trading terms and conditions of such trading, including any delivery or acceptance and relevant payment of amounts under any Futures/Options Contracts. According to Clause **13.4** below, for any unliquidated positions in the Account on the expiry day, if according to the regulation or customs of the relevant **exchangeExchange**, the obligations of the buyer and seller that have not been performed for such unliquidated position shall be settled in cash by reference to the difference in price, Xin Yongan or the Client shall not obtain the relevant Commodities under the Futures/Options Contracts on the due day, but shall only pay the difference in price to the other party on the expiry day (settlement day) for settlement or liquidation of the unliquidated position. The Client shall take all necessary actions or measures to ensure that Xin Yongan can execute any trading of the Account and make timely settlement and take other appropriate actions in accordance with the rules, ordinance and demand of the relevant **exchangeExchange** and/or **clearing-houseClearing House**.

客戶同意其帳戶中進行的每一筆交易應按該筆交易的交易條款實際完成，包括任何期貨/期權合約的交貨或接收以及相應款項的支付。根據以下第 **13.4** 條的規定，就客戶帳戶中留存至到期日仍然生效的任何未平倉合約，如果按照有關交易所的規則或慣例，此類未平倉合約的買方和賣方的未履行債務僅按價差進行現金結算，則新永安或客戶均無須在到期日提取期貨/期權合約下的相關商品，而只需在到期日(結算日)將相應的差價支付予對方即可將未平倉合約予以結算或平倉。客戶應採取所有必要的行動或措施以確保新永安能夠按照有關交易所和/或結算公司的規則、條例和要求，對客戶帳戶執行的任何交易，進行及時的清算及作出任何其他適當的行動。

**13.2** Provided that the terms and conditions of this Agreement and the regulations, ordinance and demand of the relevant **exchangeExchange** and/or **clearing-houseClearing House** are complied with, in respect of any Futures Contract, the Client shall liquidate positions prior to the final liquidation day stipulated by Xin Yongan; in respect of Options Contracts, the Client shall (if possible) exercise the relevant contract. Any amount payable to Xin Yongan by the Client for liquidating positions or trading or exercising of Options Contract (including but not limited to the amount payable by Xin Yongan to the relevant **exchangeExchange** and/or **clearing-houseClearing House** and/or broker of Xin Yongan) shall become due immediately upon liquidation of the position or exercising of Options, and shall be paid to Xin Yongan immediately.

在符合本協議條款以及相關交易所和/或結算公司的規則、條例和要求的前提下，就任何期貨合約，客戶須在新永安規定的最後平倉日前進行平倉；如為期權合約，客戶則須(在可能的情況下)行使相應的合約。任何因平倉或交易或行使期權合約而產生的客戶應向新永安支付的款項(包括但不限於新永安向相關交易所和/或結算公司和/或新永安的經紀人應付的款項)應在平倉或期權行使後即時到期，並立刻向新永安支付。



~~12.13.3~~ If the Client wants to exercise any Options Contracts in the Account, it shall issue notification for exercising Options to Xin Yong'an within the time limit stipulated by Xin Yong'an from time to time, and prior to the earlier of the deadline for issuing exercise instruction stipulated by the Option seller, ~~or~~ the relevant ~~exchange~~Exchange or ~~clearing-house~~Clearing House or Xin Yong'an, and such notice shall be in compliance with the rules and regulations of the relevant ~~exchange~~Exchange where such trading or conclusion of such Options Contract take place. Unless there is other regulation of the relevant ~~exchange~~Exchange or other agreement between Xin Yong'an and client stipulating that obligations that are not performed by the buyer and seller of a Options Contract shall only be settled by cash settlement according to the price or price difference, the exercise notice issued by the Client shall only be valid upon the satisfaction of the following conditions:

客戶如欲行使帳戶內的任何期權合約，客戶必須在期權賣方或相關的交易所或結算公司或新永安規定的提出行使指令的截止日期（以最早者為準）前，按新永安不時指定的時限內向新永安發出行使期權的通知，該通知須符合該等期權合約的交易或訂立的所在相關交易所的規則和條例。除非有關交易所所規定或新永安與客戶有所協議，述明一張期權合約的買賣雙方的未履行責任只可以根據價格或價值的差別以現金結算方式加以結算，否則客戶所發出的行使通知只可在滿足以下條件的情況下方會被視為有效：

- (a) For put Options, ~~delivering~~having delivered the subject Commodities or title documents and required funds; and  
如屬認沽期權，須已交付標的商品或所有權文件及所需資金；及
- (b) For call Options, ~~preparing~~having prepared sufficient and immediately applicable funds for accepting such Commodities.  
如屬認購期權，須已備有充足的即時可動用的資金以接收該項商品。

Unless the Client clearly instructs and this Agreement otherwise provides, Xin Yong'an is not obliged to give any exercise notice or exercise such Options Contracts for the Client prior to the deadline of exercise of any Options Contracts.

除非獲得客戶的明確指示及根據本協議另有規定，否則新永安並無任何責任在任何期權合約的行使最後期限之前替客戶提交任何期權合約行使通知或行使該期權合約。

~~12.13.4~~ If for any reason Xin Yong'an, according to the regulations and rules of the relevant ~~exchange~~Exchange and/or ~~clearing-house~~Clearing House and/or any applicable laws, cannot receive all or part of the amount for any trading conducted for the Client on the payment due day or delivery date of the relevant Futures/Options Contracts payable to the Client on the due day, or cannot receive all or part of the Commodities stipulated in the relevant contract that are expiry for delivery to the Client (whether the relevant payment or delivery shall be made by the relevant ~~exchange~~Exchange, ~~clearing-house~~Clearing House and/or any other persons), Xin Yong'an's obligation to make payment or deliver Commodities to the Client shall be limited to the payment or delivery to the Client such amount of money or quantity of Commodities actually received or accepted by Xin Yong'an.

如果新永安因任何理由，在依照有關交易所及/或結算所的規則及規例及/或任何適用法律，而未能於相關期貨/期權合約到期支付或交付日期就新永安代客戶進行的任何交易收到所有或部份其到期須支付予客戶的款項，或未能收到所有或部份其到期須交付予客戶就有關合約所指的商品（不論有關的支付或交付是應由有關交易所、結算所及/或任何其他人士作出），則新永安因相關期貨/期權合約而須對客戶支付款項或交付商品的責任僅限於向客戶支付或交付新永安實際收到或接受的款項金額或商品數量。

~~12.13.5~~ Where the event stated in Clause ~~12.413.4~~ above occurs, namely the relevant ~~exchange~~Exchange, ~~clearing-house~~Clearing House and/or other person cannot pay any amount or deliver any deliverable Commodities to the Client or Xin Yong'an according to the contract exercised in the Account, Xin Yong'an may (but is not obliged to) decide to take any action against the aforesaid relevant ~~exchange~~Exchange, ~~clearing-house~~Clearing House and/or other persons. If Xin Yong'an takes any action, the Client shall fully compensate or, upon request of Xin Yong'an, keep Xin Yong'an fully indemnified from all costs, claim, demand, loss, fee and expense incurred for or arising from taking action.

如發生以上 ~~12.413.4~~ 條所述的相關交易所、結算公司和/或其他人未能就客戶帳戶中行使的交易向客戶或新永安支付款項或交付任何應交付商品的情況，新永安可自行決定（但無義務）對上述相關交易所、結算公司和/或其他人採取任何行動，但如新永安採取任何行動，客戶將完全補償或按新永安要求使新永安免於任何因採取行動而產生或導致的所有成本、索賠、要求、損害、費用和支出。



**4213.6** When the Client has a short position according to Options Contract and such Option is enforced (or deemed to be exercised on expiry or under other circumstances), the Client shall provide Xin Yongan with the amount payable for enforcement in cash upon receipt of demand or accept or deliver (depending on situations) the relevant Commodities or the object of such Options Contract in accordance with the terms and conditions of such Options Contract.

凡客戶根據期權合約持有短倉且該期權獲得行使（或在期滿或其他情況下被視為已行使），客戶須在接獲要求後以現金向新永安支付客戶須支付的交收款項或依據該期權合約的條款接收或交付（視情況而定）有關商品或該期權合約的標的物。

**4213.7** If the Client does not raise any objection within the time stipulated in Clauses ~~16.417.4~~ and ~~19.420.4~~ of this Agreement in respect of the opening or closing price or strike price of any Futures/Options Contracts, or any ~~exchange~~Exchange rate of any currency ~~exchange~~Exchange, or any amount owed to Xin Yongan at any time as stated on all settlement statements or the trading records signed by the authorised persons of Xin Yongan, the above shall be binding on the Client and Xin Yongan shall not take any responsibility for any mistake subsequently discovered.

所有經由新永安的獲授權簽署人簽署的結單或交易單據中所述的任何期貨/期權合約的訂立或平倉價格或價值，或任何貨幣兌換中所採用的兌換率，或客戶在任何時候欠負新永安的數額，如客戶在本協議第 ~~16.417.4~~ 及 ~~19.420.4~~ 條規定的時間內未就上述各項提出異議，上述各項將對客戶有約束力，且新永安將無須對任何此後發現的錯誤負上任何責任。

**4213.8** ~~Ownership title~~**Title proof****Proof:**—The Client confirms that due to the rules of the central clearing and settlement system, Xin Yongan is not obliged to show and/or deliver to the Client actual title certificate or document of any Commodities relating to the Futures/Options Contracts entered into for the Client.

所有權證明書：客戶確認因中央結算及交收系統的設立，新永安並無責任向客戶出示及/或交付對任何與新永安客戶訂立的期貨合約及/或期權合約有關的任何商品的實際所有文件證書或文件。

#### **4314. Guarantee** **擔保**

**4314.1** To keep Xin Yongan from any relevant loss, claim or debt, the Client agrees to sign the Guarantee (~~Document (7)~~) as the beneficial owner, and hereby uses any and all Futures/Options Contracts, currency funds and other assets held in the Account or acquired hereafter for making a continuous guarantee for (i) the Client's performance of the responsibility and obligations that it should complied with in accordance with this Agreement; (ii) amount and debt (whether current or arising at any time in the future) payable by the Client to Xin Yongan in relation to the Account or other matters; and (iii) all costs, fees and expenses payable to Xin Yongan arising from the guarantee under this Clause and the Guarantee.

為使新永安免於任何相關損失、索償或債務，客戶同意作為實益擁有人簽署擔保書（見文件7），並特此將其帳戶中持有或以後不時獲取的任何和全部期貨/期權合約、貨幣資金和其他資產作為以下各項的連續擔保 (i) 對客戶履行其根據本協議應遵守的責任和義務；(ii) 客戶須向新永安償付與客戶帳戶或其他事項有關的現存或將來任何時間產生的應付款項和債務；以及 (iii) 客戶向新永安支付其在本條款及擔保書項下擔保而產生的所有成本、費用和支出。

**4314.2** The Client agrees to take, execute and sign such actions or documents considered necessary by Xin Yongan for performing or executing this Clause, or for perfecting or improving any guarantee or pledge securities provided by the Client to Xin Yongan, including but not limited to the Client executing an irrevocable power of attorney appointing Xin Yongan as its legal agent (with full power to appoint its substitute or sub-delegate to other agents) to take all of the above actions or execute all of the above documents for and on behalf of the Client in situations considered necessary or appropriate by Xin Yongan.

客戶同意採取、執行或簽署新永安認為必須的行動或文件，以實施或執行本條款，或為完善或改進任何客戶向新永安提供的擔保或抵押保證，包括但不限於客戶執行一不可撤銷的代理委託書任命新永安為其合法代理人（可以全權任命代替人和再授權給其他代理人）在新永安認為必要或合適的情況下代理客戶採取上述所有的行動或執行上述所有的文件。

**4314.3** Upon request of Xin Yongan, the Client shall provide or procure such person acceptable to Xin Yongan to provide Xin Yongan with further guarantee or pledge under such conditions satisfactory to Xin Yongan for any debt or obligation of



the Client in accordance with this Agreement.

如新永安有所要求，客戶應以新永安滿意的條件就根據本協議中客戶的任何債務或義務提供，或促使對新永安而言可接受的人士向新永安提供進一步的擔保或抵押。

~~1314.4~~ The guarantee provided by the Client or any other person under this Clause ~~13-14~~ shall not affect any rights of Xin Yongan under any law.

客戶或任何其他人士按本 ~~13-14~~ 條向新永安提供的擔保將不會影響新永安根據任何法律而享有的任何權利。

#### **1415. Closing positions**

##### 平倉

~~1415.1~~ Force ~~liquidation-Liquidation~~ of ~~positions~~Positions: upon the occurrence of any of the following:

強制平倉：一旦發生任何以下事項

- (a) The Client dissolves or liquidates;  
客戶解散或清盤；
- (b) The Client files or is filed petition for bankruptcy or winding up or appointment of administrator;  
客戶提出或被提出破產申請，或申請任命破產管理人；
- (c) Any third party makes application for freezing any account of the Client opened with Xin Yongan and held by Xin Yongan;  
任何第三方申請查封於新永安開立的，由新永安持有的任何屬於客戶的帳戶；
- (d) The Margin and/or additional Margin is insufficient or any pledge (whatever its market price is) deposited for security for one or more accounts of the Client is considered by Xin Yongan as insufficient for security for such account;  
保證金及/或附加保證金不足或新永安認為任何存入用於作為客戶一個或多個帳戶的保證的抵押品（無論當時市場開價如何）不足以作為該帳戶的擔保；
- (e) Any other situation or circumstances considered by Xin Yongan as requiring to take action to increase the security for the Account, and Xin Yongan cannot contact the Client by reasonable measures through the contact provided by the Client, including but not limited to changes in local, national or international currency, financial, economic or political conditions or foreign ~~exchange~~Exchange control, as a result of which Xin Yongan considers that there may be actual material adverse effect on the situation of the Client resulting from material or unfavourable fluctuations in Hong Kong and/or overseas securities markets, commodities or futures markets; or  
任何其他新永安認為應採取措施增加帳戶擔保的情況或事態，而新永安通過客戶所提供的聯繫方式在合理的措施下無法通知客戶，包括但不限於本地、全國性或國際性貨幣、金融、經濟或政治條件或外匯管制的變化，導致新永安認為可能導致香港及/或海外證券市場、商品或期貨市場出現重大或不利波動從而對客戶的狀況可能產生性質重大的不利影響；或
- (f) Xin Yongan is bound the Exchange Regulations and other laws or regulations, if ~~Hong-Kong-Futures-the~~ Exchange ~~Limited~~ considers that the position accumulated by the Client is or may impose damage on any one or more specified market set up and operated by ~~Hong-Kong-Futures-the~~ Exchange ~~Limited~~, or is adversely affecting or may adversely affect the fair and orderly operation of certain market(s) (depending on situations) set up and operated by ~~Hong-Kong-Futures-Exchange-Limited~~, such rules allow ~~Hong-Kong-Futures-the~~ Exchange ~~Limited~~ to take action, restrict the number of positions or liquidate positions for the Client;

新永安受期交所交易所規則及其他法律或法規所約束，若期交所交易所認為客戶所累積的倉盤正在或可能會對任何一個或多個由期交所交易所成立及營運的特定的市場造成損害或正在或可能會對某個或多個由期交所交易所成立及營運的市場（視乎情況而定）的公平及有秩序的運作產生不良影響，該等規則容許期交所交易所採取行動、限制持倉的數量或規定可代表客戶將合約平倉；

Xin Yongan is hereby authorised (but not obliged) to take one or more or any part of the following actions at its sole discretion and decision without obtaining the Client's prior consent:

新永安特此被授權（但無責任）可以根據其全權判斷和決定並不需經客戶事先同意，採取以下一項或多項或任何部分行動：



- (a) Applying the funds or assets of the Client held on trust or controlled by Xin Yongan to repay any debt owed by the Client to Xin Yongan directly or by way of securities or pledge;  
運用在新永安託管或控制之下的客戶的資金或財產直接或以擔保品或抵押品的方式償還客戶對新永安的任何債務；
- (b) Selling any or all Futures/Options positions held for the Client or buying any or all Futures/Options positions; or  
賣出為客戶持有的任何或全部期貨/期權合約或買入任何或全部期貨/期權合約；或
- (c) Cancelling any or all Instruction, position or other commitment pending for execution and issued for the Client.  
取消任何或所有代客戶發出的有待執行指令、合約或任何其他承諾。

In taking any actions above, **Xin Yongan does not need to call for additional Margin and does not need to issue trading notice or other notice or notification to the Client.** All ownership of the Commodities relating to the positions may fully belong to the Client or jointly held by the Client and other parties. When Xin Yongan liquidates long positions or short positions of the Client, it has the right to decide to sell or buy position in the same contract month.

在採取上述任何行動時，**可以無須通知追加保證金，也無須事先向客戶發出賣出或買入的通知或其他通知或告示**，與合約相關的商品的所有權權益可以是完全屬於客戶或是客戶聯同其他方共同擁有的。在將客戶的長倉或淡倉進行平倉時，新永安有權全權決定在同一個合約月份賣出或買入。

The Client confirms that Xin Yongan has the right to make any decision, at its own discretion and judgement, of the ~~exchange~~Exchange or market to execute such trading or by way of an auction or private sale, and Xin Yongan is not affected by the right of redemption in purchasing all or part of such. The parties agree that, under any circumstances, prior demand, notice of sale or purchase and notification of time and location shall not be deemed as a waiver by Xin Yongan of its right to conduct such trading without demand or notice under this Agreement. The Client shall pay any loan balance at any time upon request of Xin Yongan, and where Xin Yongan or the Client fully or partly settles the Account, the Client shall pay for any shortfalls in the Account. If the sale revenue under this authorisation is insufficient to repay all debts owed by the Client to Xin Yongan, the Client shall pay the difference in any of its account upon request of Xin Yongan and all unpaid debts and the interests arising therefrom, including but not limited to legal fees and any cost arising from obtaining such debts.

客戶確認新永安有權根據其判斷自行就買賣作出任何執行該買賣的交易所或市場、或以公開拍賣或私售的方式進行的決定，而且新永安在購買其中的全部或任何部分時將不受贖回權的影響。雙方同意，在任何情況下，對賣出或買入的事先要求、通知、以及對時間和地點的告示不應被視為新永安對其根據本協議擁有的無須就此類買賣作出要求或通知即可進行買賣的權利的放棄。客戶有責任按新永安的要求隨時支付其任何借方餘額，而且一旦由新永安或客戶對客戶的帳戶進行全部或部份清算，客戶應負責支付其帳戶中的任何缺額。若此授權下的出售所得收益不足以償還客戶欠新永安的所有債項，客戶因應新永安的要求及時支付其任何帳戶的差額以及所有未付債項以及由此產生的利息，包括但不限於律師費及任何為收取該等欠帳而產生的成本。

#### 14.15.2 Delivery 實物交割

- (a) If the Client wants to exercise the unexercised Options in the current month, the Client shall issue an Instruction to Xin Yongan at least 5 Working Days prior to the last trading day of the Options. ~~Otherwise And~~ the Client shall provide sufficient funds and all necessary delivery documents for acceptance within the time limit stipulated above. If Xin Yongan does not receive the relevant Instruction, funds or documents within the relevant time limit according to this Clause ~~14.2A.15.2A~~, Xin Yongan has the right to liquidate the outstanding positions of the Client or conduct delivery and acceptance under such terms and conditions and by such ways considered appropriate by Xin Yongan without giving prior notice to the Client.

若客戶欲行使在當前交貨月份到期的未行使期權，客戶須在期權最後交易日前至少 5 個工作日向新永安發出指令，~~一否則~~並須於上述期限內提交足夠的接收資金或所需要交付的文件。如果新永安未有根據本 ~~14.2A.15.2A~~ 條在相關限期內收悉相關指令、資金或文件，新永安有權在無須事先通知客戶的情況下，將客戶的未平倉合約平倉，或代客戶根據新永安認為合適的條款和方式進行交收。



- (b) If Xin Yong'an sells any Commodities or assets in accordance with the Instructions of the Client, but the Client is not able to deliver such Commodities or assets prior to such sale or in accordance with the requirements under the relevant Commodities contracts, or if Xin Yong'an considers necessary (whether for complying with the demand of any exchangeExchange, clearing-houseClearing House or other party) to exchangeExchange any Commodities or assets delivered for the Account by Xin Yong'an for similar or the same type or quantity of Commodities or assets, the Client authorises Xin Yong'an to borrow or purchase any Commodities or assets for delivery at its judgement, or exchangeExchange any such Commodities or assets required for delivery, or exchangeExchange the counter-party for delivery. Xin Yong'an has the right to use the Commodities or assets purchased or acquired by other means for the Account for repaying borrowed Commodities or assets after completion of the delivery. The Client undertakes to pay Xin Yong'an and keep Xin Yong'an fully indemnified for any cost, loss or damage (including direct loss, penalty or fine) arising from the above action or due to the fact that Xin Yong'an is unable to borrow or purchase the necessary Commodities or assets.

如果新永安按客戶指示出售任何商品或資產，但客戶未能在該項出售前或按相關商品合約的要求交付該商品或資產，或如果新永安認為必須（無論是否應任何交易所、結算公司或其他方的要求）以類似或相同種類或數量的商品或資產替換新永安為客戶帳戶已交付的任何商品或資產，客戶授權新永安根據其自身判斷借入或買入任何需用於交付的商品或資產，或替換交付所需的任何此類商品或資產，或替換交付的對手方。新永安有權在完成交付後用為客戶帳戶買入或以其他方式獲取的商品或資產來償還所借入商品或資產。客戶承諾向新永安支付及全數補償新永安因上述行為會產生的、或因新永安未能借入或買入所需商品或資產而引起的任何成本、損失或損害（包括間接的損失、處罰和罰款）。

#### **15.16. Standing Authority, Set off and Combination, Lien and Right to Sale**

##### **客戶款項常設授權、帳戶抵消與合併、留置權及變賣權**

#### **16.1 The Client Money Standing Authority covers monies held or received by Xin Yong'an in Hong Kong (including any interest derived from the holding of the money which does not belong to Xin Yong'an) in one or more segregated account(s) on the Client's behalf.**

客戶款項常設授權涵蓋新永安代客戶在香港持有或收取並存放於一個或多個獨立帳戶內的款項（包括非屬於新永安的該等款項產生之任何利息）。

#### **15.16.2 Subject to the Exchange Regulations and relevant law and regulation, Xin Yong'an has the right to combine or merge any or all accounts of the Client opened and maintained with Xin Yong'an without prior notification to the Client, the Client hereby irrevocably authorises (without prejudice to other authorisation to Xin Yong'an) Xin Yong'an:**

在期交所交易所規則及相關法律及規例的制約下，新永安有權在任何時候無須事先通知客戶，將客戶在新永安所開立和維持的任何或所有戶口帳戶進行綜合或合併，客戶就此不可撤銷地授權（無損授予新永安的其他授權）新永安：

- (a) To set off or transfer funds into any one or more accounts of the Client, to meet the relevant outstanding amounts, debts, obligation or responsibility owed by the Client to Xin Yong'an, whether such outstanding amounts, debts, obligations or responsibility is current or future, primary or secondary, several or joint, secured or unsecured and/or subject to the rights of other persons; and

抵消或將資金轉入客戶的任何一個或多個帳戶，以償付客戶對新永安有關的欠款債務、義務或責任，不論這些欠款、債務、義務或責任為現存的還是將來的、主要的還是次要的、各別的還是共同的、有抵押的還是無抵押的或/是否有任何其他人對該等資金享有權益；及

- (b) If the combination, merger, set off or transfer involves currency exchangeExchange, such exchangeExchange shall be decided by reference to the foreign currency exchangeExchange rate at such time on such day of the combination, merger, set off or transfer, for which Xin Yong'an has the absolute and final decision and shall notify its decision to the Client.

如組合、合併、抵消或轉帳涉及貨幣轉換，該轉換應按新永安選擇組合、合併、抵消或轉帳的當日，按當時的外匯市場匯率決定，唯新永安有絕對及最終決定權，並將其決定通知客戶。



(b)(c) Transfer any sum of monies interchangeably between any of the segregated accounts maintained at any time with Xin Yongan or any of its Affiliates.

在任何時候於新永安及／或其聯屬人維持的任何獨立帳戶之間來回調動任何數額之客戶款項。

16.3 The Client Money Standing Authority is given without prejudice to other authorities or rights which Xin Yongan or any of its Affiliates may have in relation to dealing in monies in the segregated accounts.

客戶款項常設授權的授予不應影響新永安或其任何聯屬人就處理獨立帳戶內的客戶款項的權力或權利。

16.4 The Client Money Standing Authority shall be valid for a period of 12 months from the date of this Agreement, subject to renewal by the Client or deemed renewal under the Client Money Rules as referred to in Clause 16.6.

客戶款項常設授權應在協議簽發日期起 12 個月內有效，並應受限於客戶續期或根據第 16.6 條提及的客戶款項規則的規定視為續期。

16.5 The Client Money Standing Authority may be revoked by the Client serving a written notice to Xin Yongan at least fourteen (14) days prior to the actual date of revocation.

客戶可於實際撤銷日期不少於 14 日前以書面通知新永安撤銷客戶款項常設授權。

16.6 The Client understands that the Client Money Standing Authority may be deemed to be renewed on a continuing basis without the Client's written consent if Xin Yongan issues to the Client a written reminder at least fourteen (14) days prior to the expiry of the Client Money Standing Authority, and the Client does not object to such deemed renewal before such expiry date.

客戶明白假如新永安在客戶款項常設授權的期限屆滿不少於 14 日前向客戶發出有關授權將被視為已續期的書面提示，而客戶並不反對在該屆滿日期前將該授權視作被延續，則客戶的授權將在沒有其書面同意的情況下被視為已持續地續期。

15.216.7 Without prejudice to the right to lien, set off or similar rights of Xin Yongan in accordance with the law and in addition to the above rights, in respect of the rights to all securities, Futures/Options Contracts, receivables, and any amount in any currency and other assets (whether owned by the Client individually or jointly with other persons) provided to Xin Yongan by the Client to be held on trust or deposited with Xin Yongan, Xin Yongan has the general right to lien. Subject to the relevant rules and regulations (including but not limited to the client money rule), Xin Yongan has the right to sell such assets (Xin Yongan is authorised to handle all matters relating to such sale). All amount shall be applied for discharging or repaying the obligation and responsibility of the Client to Xin Yongan, whether such obligation and responsibility is actual or potential, primary or secondary, secured or unsecured, joint or several, or whether any other person has paid for such assets and regardless of the number of accounts of the Client opened with Xin Yongan.

在不損害新永安依照法律有權享有之一般留置權、抵銷權或相類權利前提下且作為上述權利的額外附加，對於客戶交由新永安代管或在新永安內存放之所有證券、期貨/期權合約、應收帳賬、以任何貨幣計算款項及其他財產（不論是客戶個人或與其他人士聯名所有）的權益，新永安均享有一般留置權。在有關的規則和規例（包括但不限於客戶款項規則）的制約下，新永安亦有權變賣此等財產（新永安亦獲辦理一切有關此等變賣所需事項）。所得款項用以抵銷或償付客戶對新永安的義務和責任，不論此等義務和責任是確實或或然的、原有或附帶的、有抵押或無抵押的、共同或分別的，或是否有任何其他人士對此等財產是否曾經墊支款項，亦不論客戶在新永安設有多少個帳賬戶。

15.316.8 The right to set off under this Clause is in addition to the general right to set off provided by any law, or any rights provided for Xin Yongan under this Agreement, or any right to lien, sale or other security currently enjoyed or to be enjoyed by Xin Yongan, and shall not affect the validity of the above rights.

本條款所賦予之抵消權利是對任何法律所賦予的一般抵消權利，或本協議賦予新永安的任何權利，或新永安現在或以後擁有的任何留置權、變賣權或其他擔保的補充，不損害上述所有的效力。

## **1617. Written Notice and Communication**

### **書面通知與通訊**



**4617.1 Mode of Delivery:** Unless otherwise agreed, all written notices and communications issued or made by Xin Yongan to the Client or any Authorised Person in accordance with this Agreement shall be delivered by hand, facsimile, email or prepaid post, to the address or email address stated on the Account Opening Application Form-Client Information Statement or the address or email address notified to Xin Yongan by the Client in writing 7 Working Days in advance. All notices and other communications, whether actually received, shall be deemed duly delivered under the following circumstances:

除非另有約定，所有新永安根據本協議向客戶或任何被授權人發出或作出的任何書面通知及通訊將以專人遞送、傳真、電子郵件或預支郵費郵遞，送達至開戶申請書客戶資料表格上顯示的或客戶以書面方式提前 7 個工作日通知新永安的地址或電子郵件地址。對於所有的通知和其他通訊，不論其實際收到通知及通訊與否，在下列情況下將被當作為已妥為送達：

If by hand, facsimile or email, upon delivery or transmission; or if by prepaid post, 3 Working Days after delivery to the post office;

如果是專人遞送、傳真或電子郵件傳送，則在遞送或傳送時；或若以預支郵費郵遞遞送，則在交付郵局的三個工作日後，

However, any notice or other communication issued by the Client to Xin Yongan shall take effect after Xin Yongan actually receives such notice or communication.

但任何客戶向新永安發出或作出的通知或其他通訊只有在新永安實際收到有關通知或通訊後才能生效。

**4617.2 Duty to Check Communication:** The Client undertakes that it shall regularly check and see the post box, email inbox, fax machine and other communication facilities for the acceptance of the notice or other communication of Xin Yongan. If the Client suffers any loss due to its delay or negligence in checking and seeing the above communication source or facilities, Xin Yongan shall not take any responsibility.

**查閱通訊的責任：**客戶承諾將定期檢查及查看其用於接收新永安通知或其他通訊的郵箱、電子郵箱、傳真機和其他通訊設備。若客戶因延誤或疏於檢查及查看上述通訊來源或設施而構成或遭受任何損失，新永安將不會負上任何責任。

**4617.3 Email and Telephone Conversation Monitoring and Recording:** To protect the interests of both parties, and to discover and cure mistakes timely, the Client agrees and authorises Xin Yongan to record or monitor all telephone conversations and electronic communications between the parties at any time without prior notice to the Client.

**電子郵件和電話談話通話的監控和錄音：**為保護雙方的利益，及時發現和糾正誤解，客戶同意並授權新永安自行在無須事先通知客戶的情況下，在任何時候對雙方之間的所有電話通話和電子通訊進行錄音或監控。

**4617.4 Confirmation of Trading and Daily Statement of the Account:** In respect of the sale and purchase, exchangeExchange or trading of any Futures/Options Contracts conducted for the Account by Xin Yongan in executing the Client's Instruction in Hong Kong, Xin Yongan shall confirm the basic details of the trading with the Client by telephone recording as soon as possible after completion of the trading, and provide the Client with an Account daily statement of the trading conducted on the preceding trading day. Apart from the above telephone recording and Account daily statement, Xin Yongan is not under any obligation to notify the Client of the execution of its Instruction by other means. The information in the daily statement and other confirmation provided by Xin Yongan to the Client is final and conclusive. If the Client does not provide any written objection within 12 hours of the email delivery of the confirmation documents such as the daily statement, information on such confirmation document shall be deemed as confirmed and accepted by the Client.

**交易確認和帳戶日結單：**對於新永安在香港就執行客戶指令而為客戶帳戶進行的任何期貨/期權合約的買賣、交換或交易，新永安將在交易完成後盡快以錄音電話方式向客戶確認交易的基本要點，並就其為客戶於前一交易日進行的交易提供一份帳戶日結單。除上述錄音電話錄音及帳戶日結單外，新永安並無責任以任何其他方式通知客戶其指令已獲執行。新永安發送給客戶的結算單和任何確認書中所含的資訊是最終及結論性的。如果日結單等確認文件通過電子郵件傳送，客戶在傳送後 12 小時內未提供任何書面反對意見，該等確認文件所載資訊則應被視為已被客戶確認及接受。

**4617.5 Non-Delivery or Return Post:** The Client undertakes to update its Account information timely, and notify Xin Yongan as soon as possible after any change. The Client confirms that if the notice or other communication cannot be delivered or is returned due to the failure of the Client to provide, update and/or notify Xin Yongan of the most updated and





accurate information relating to its Account, Xin Yong'an has the right to lock or restrict the relevant Account temporarily or permanently in consideration of the security and completeness of the Account.

**未送達或退回郵件：**客戶承諾及時更新其帳戶資料，並在發生任何變化後盡快通知新永安。客戶確認，如果由於客戶未能及時提供、更新和/或通知新永安有關其帳戶的最新及準確的資料而導致通知或其他通訊無法送遞或被退回，新永安出於對客戶帳戶安全性和完整性的考慮有權臨時或永久鎖閉或限制有關帳戶。

## **4718. Electronic Trading Service**

### **電子交易服務**

**4718.1 Electronic Trading Service:** Xin Yong'an has the right to reject the Client's application for using Electronic Trading Service without giving any reason. Upon acceptance of the application, the Client admits and agrees to take full responsibility for all trading Instructions issued through the Electronic Trading Service by the Client and/or the Authorised Person. The Client understands that the Electronic Trading Service is a semi-automatic system that allows the Client and/or the Authorised Person to issue electronic Instruction and receive information service through such system. The Client agrees to use the Electronic Trading Service in accordance with the provisions under this Agreement and the Confirmation for Using the Electronic Trading Service System and the terms and provisions amended, modified or expanded by Xin Yong'an in the notice, letter, publication or other documents issued by Xin Yong'an from time to time. When the Client uses the additional service through the Electronic Trading Service, it shall also comply with the provisions under this Agreement and the Confirmation for Using the Electronic Trading Service System and the terms and provisions amended, modified or expanded by Xin Yong'an in the notice, letter, publication or other documents issued by Xin Yong'an from time to time.

**電子交易服務：**新永安有權不須給予理由拒絕接受客戶使用電子交易服務之申請。一旦申請被接受，客戶承認並同意對客戶及/或獲授權人透過電子交易服務發出的所有買賣指令自行承擔全部責任。客戶明白電子交易服務是一半自動系統，可以讓客戶及/或獲授權人通過該系統發送電子指令及接收資訊服務。客戶同意完全按照本協議及電子交易服務使用確認書的條款及由新永安不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展的條款使用電子交易服務。客戶使用未來通過電子交易服務提供的附加服務亦須遵照本協議及電子交易服務使用確認書之各項條款及由新永安不時發出的通知、信函、出版物或其他文件予以修訂、修改或擴展的條款。

**4718.2 Authorisation to Use:** The Client is the only authorised user of the Electronic Trading Service of its Account. The Client shall take responsibility for the confidentiality and security of the Password. The Client confirms and agrees to take full responsibility for all trading Instructions issued through the Electronic Trading Service and such Instructions shall be deemed to be issued by the Client, whether such Instruction is issued by a third party authorised or unauthorised by the Client. Xin Yong'an shall not be obliged to execute any Instruction, and has the right to reject execution of any Instruction without providing any reason. Xin Yong'an and any of its directors, officers or employees shall not take responsibility for loss of the Client or any third party, to whom the Client acts as an agent, arising from the handling of the above Instruction, mis-handling or loss of any Instruction.

**授權使用：**客戶應是其帳戶的電子交易服務唯一授權使用者。客戶應對密碼的保密和安全使用負責。客戶確認並同意對通過電子交易服務發出的所有交易指令負完全責任，而有關指令被視為由客戶發出，不論該指令是否由第三方在獲得或未獲得客戶授權的情況下發出。新永安並無責任執行任何指令，亦有權拒絕執行任何指令而毋須提出任何理由。新永安和新永安的任何董事、高級職員或僱員將不對客戶或客戶所代理的任何第三方因上述交易指令的處理、錯誤處理或任何指令遺失而產生的損失負任何責任。

**4718.3** The Client accepts that the price reported prior to the execution of the trading may change at any time, and not all Instructions will be executed in the order of the Instructions. All Instructions issued by the Client and/or the Authorised Person shall be deemed as issued or made at the time when Xin Yong'an receives the Instruction, and in the same format received by Xin Yong'an (the Electronic Trading Service is not required to make inquiry about the Instruction and/or the authorisation or the genuineness of the identity of the person issuing the Instruction), and Xin Yong'an may execute the relevant Instruction without further verifying the relevant Instruction with the Client. Any confirmation or notice issued by Xin Yong'an through the Electronic Trading Service shall be deemed as received by the Client and binding on the Client, despite that the Client has not actually received the confirmation or notice for any reason. If any Instruction



received by Xin Yong'an is unclear or considered by Xin Yong'an in good faith as unclear, inconsistent or contradictory, Xin Yong'an may ignore (all or part of) the Instruction or execute (all or part of) such Instruction according to the interpretation of Xin Yong'an in good faith without making further checking or inquiry with the Client.

客戶接受在執行交易前所報出的價格可能隨時改變，而並非所有指令均會按照下單的先後次序順序執行。客戶及/或獲授權人作出的一切指令均當作於新永安收到指令時發出或作出，亦與新永安所收到指令的格式相同（而電子交易服務亦毋須進一步查詢指令及/或發出指令的人的授權或身份的真偽），新永安可執行有關指令而毋須向客戶進一步核實有關指示。凡新永安通過電子交易服務發出的任何確認書或通知，應當作被客戶收訖處理，而客戶受其約束，即使由於任何原因客戶並未實際收訖有關確認書或通知亦然。倘若新永安所收到的任何指令屬於或被新永安善意地認為屬於含糊不清、互相矛盾或有所衝突，則新永安可不理會（全部或部分）有關指令或按照新永安以善意方式對有關指令所作出的解釋執行（全部或部分）有關指令，而毋須向客戶進一步查詢或諮詢。

**4718.4** The Client confirms that the Instruction of sale and purchase (including on market price order) issued through the Electronic Trading Service are not necessarily accepted or executed. Xin Yong'an does not warrant that the Instruction to cancel or amend the Instruction of sale and purchase requested by the Client and/or the Authorised Person will be confirmed. The relevant Instruction to cancel or amend the Instruction of sale and purchase will only be confirmed when the demand to cancel or amend the Instruction of sale and purchase given by the Client and/or the Authorised Person has been duly received by Xin Yong'an and the Instruction of sale and purchase has been successfully cancelled or amended prior to the execution.

客戶確認通過電子交易服務下達買賣盤（包括市價盤）指令並不保證該買賣盤指令會被接納或執行。新永安不保證根據客戶及/或獲授權人的要求而取消或修改買賣盤指令將會作實。只有在客戶及/或獲授權人取消或修改買賣盤的要求被新永安妥為收悉而買賣盤在執行前被成功取消或修改，有關取消或修改買賣盤方可作實。

**4718.5 Ownership of the System:** The Client confirms that the ownership of the Electronic Trading Service belongs to Xin Yong'an. The Client warrants and undertakes that it will not and will not attempt to destroy, modify, decompile, reverse engineer, restrict, tamper with or change by other means, or enter into any part of such system, function or operation without authorisation; to accept, use, store, modify or re-issue by any means any information or data of the Electronic Trading Service through any other system facilities or software or other means connected to the computer of the Client and/or Authorised Person; or to cause any malfunction, interruption, mistake, impropriety or damage of any part of the Electronic Trading Service or any information or service provided therein. The Client confirms that if the Client cannot comply with this warranty and undertaking or Xin Yong'an has reasonable doubt that the Client does not comply with this warranty and undertaking, Xin Yong'an may terminate any and all accounts of the Client immediately without giving notice to the Client, and take legal action against the Client. The Client shall take responsibility for and fully indemnify Xin Yong'an for all litigation, fee, loss, damage, demand, liability, claim, expense (including legal fees calculated on a full indemnity basis), charge and/or consequence arising from or in connection with the Client's breach of the above. The Client undertakes to notify Xin Yong'an immediately when it becomes aware of any person taking any action described in this Clause.

**系統所有權：**客戶確認電子交易服務所有權屬於新永安。客戶保證及承諾不會並不會意圖破壞、修改、解構、反向操作、限制、干擾或以其他方式改變、或未經授權進入該系統的任何部分、功能或操作；不得透過與客戶及/或獲授權人的電腦連接的任何其它系統設備或軟件或以其它方法接達、使用、儲存、更改或以任何方式將電子交易服務的任何資料或數據重新發佈；或引致電子交易服務的任何部分或其中所提供的任何資料或服務的任何故障、中斷、錯誤、欠妥、損害或損毀。客戶確認，如果客戶未能遵守本項保證及承諾或新永安有合理的理由懷疑客戶未能遵守本項保證及承諾，新永安可以不經通知即時終止客戶的任何和所有**賬戶帳戶**，並對客戶採取法律行動。客戶須就違反上文各項而產生或有關的一切訴訟、收費、損失、損害、要求、責任、申索、費用（包括按完全彌償基準計算的法律費用）、開支及/或後果承擔責任，並須就此而向新永安作出悉數彌償。客戶並保證如果客戶獲悉任何其他人正在實施本條所述行爲，客戶將立刻通知新永安。

**4718.6** If Xin Yong'an considers that any malfunction, interruption, mistake, impropriety, damage or destruction of the Electronic Trading Service belongs to or may be caused by any facility or software of the Client and/or the Authorised Person, Xin Yong'an may: (a) check and investigate the facility and software of the Client, ~~and/or~~ the Authorised Person **and/or operational behaviours**; and (b) demand that the Client and/or the Authorised Person cut, stop using, upgrade



and/or amend each of the above at its own cost.

倘若新永安認為電子交易服務的任何故障、中斷、錯誤、欠妥、損害或損毀屬於或可能因客戶及/或獲授權人的任何設備或軟件或操作行為所致，則新永安可：(a) 查核及檢查客戶及/或獲授權人的設備及軟件；及 (b) 要求客戶及/或獲授權人自費切斷、停止使用、升級及/或修改上述各項。

**4718.7** The Client acknowledges that the use of the Electronic Trading Service may involve and may be deemed as electronic transmission of personal financial information, including but not limited to the identity, completion number and the relevant net price. The Client hereby agrees to transmit the relevant information electronically through the Electronic Trading Service. The relevant consent is effective at any time when the Client and/or the Authorised Person receives and/or uses the Electronic Trading Service.

客戶承認使用電子交易服務可能涉及可能被視作個人財務資料的電子傳輸，包括但不限於身份、成交數目及有關的價格淨額。客戶特此同意通過電子交易服務以電子方式傳輸有關資料。在客戶及/或獲授權人接達及/或使用電子交易服務期間，有關同意在任何時間均屬有效。

**4718.8** Although Xin Yongan has adopted a professional and careful attitude in providing the Electronic Trading Service, it does not clearly or in any other ways warrant or guarantee that the Electronic Trading Service provided is suitable for any specified financial, investment or other purposes or is of a merchantable quality for such purposes.

雖然新永安在提供電子交易服務時已採取專業、審慎的態度，但新永安並不明確地或以其他方式保證或擔保所提供的電子交易服務適合作任何特定的財務、投資或其他目的或就該等目的而言是屬於可出售品質。

**4718.9 Duty to Report Malfunction:** The Client confirms and agrees, as one of the conditions to issue Instructions through the Electronic Trading Service, the Client shall immediately report to Xin Yongan upon occurrence of any of the following:

**通報系統故障的責任：**客戶確認並同意，作為使用電子交易服務發出指令的條件之一，在發生下列情況時，客戶將立刻向新永安進行通報：

(a) The Client has placed an order through the Electronic Trading Service system, but has not received the order reference number;

客戶已通過電子交易服務系統下單，但未能收到定單編號；

(b) The Client has issued an Instruction through the Electronic Trading Service system, but has not received an accurate confirmation of the Instruction or its execution, whether in writing, electronically or verbally;

客戶已通過電子交易服務系統下單，但未能收到對定單及其執行的準確的確認，無論是書面、電子或口頭形式；

(c) The Client has received a confirmation for order that it has not placed, whether in writing, electronically or verbally;

客戶收到對其沒有下單的交易的確認，無論是書面、電子或口頭形式；

(d) The Client discovers unauthorised use of its Account Number and/or Password;

客戶發現有未經授權使用其帳號和/或密碼的行為；

(e) The Client has received a confirmation of an Instruction which is not issued by it and/or the Authorised Person, or received a report, statement or information relating to its Account that is incorrect or inconsistent.

收到並非由客戶及/或獲授權人所發出指令的確認書，或與賬戶有關的不正確或相矛盾的報告、賬戶結單或資料；

(f) Any information or report provided to the Client by the Electronic Trading Service by any means (including but not limited to electronic) or the portfolio of the Client, or source of information and any other report or confirmation of trading or Instruction is inconsistent;

電子交易服務以任何媒體（包括但不限於電子媒體）提供予客戶的任何資料或報告、或客戶的投資組合、或資料來源，以及交易或指令的任何其他報告或確認書出現任何不符之處；

(g) There is discrepancies in the Account equity, position or actual trade details reported to the Client through the Electronic Trading Service; and/or

通過電子交易服務向客戶匯報的賬戶結餘、持倉或買賣盤的現況存有差異；及/或

(h) There is any a discrepancy or doubtful or unexplained event relating to the Electronic Trading Service account of the Client.

存在與客戶的電子交易服務賬戶有關的任何差異或可疑或原因不詳的事故。



**4718.10 Replaceable Trading Method:** The Client agrees that if the Client and/or the Authorised Person comes across any difficulties in using the Electronic Trading Service, it will use its best endeavour to use other means or facilities provided by Xin Yongan to issue Instructions and inform Xin Yongan of the above difficulties. The Client confirms that Xin Yongan does not give any express or implied warranty in relation to trading or related service (including but not limited to warranty in relation to the commercial value, function and suitability for use of the Electronic Trading Service).

**使用替代性交易方法：**客戶同意，如果客戶及/或獲授權人使用電子交易服務時遇到困難，客戶將會設法使用新永安提供的其它方法或設備進行下單交易並將上述困難通知新永安。客戶確認，新永安並沒有對交易或相關的服務作任何明確或隱含的保證(包括但不限於對每次使用電子交易服務的商業性、功能性和適用性的保證)。

**4718.11 Market Information Provided by A Third Party:** The Client understands that the Electronic Trading Service system shall, for the sole purpose of information service, provide price and information published by third parties, which shall not constitute the professional advice of Xin Yongan and shall not be relied on by the Client. In respect of any investment decision or trading suggestion, the Client shall at any time rely on the Client's own assessment and judgement. The Client agrees that it shall not take any actions that may constitute a violation of the benefits and rights of the third parties relating to the price and information published. The Client agrees that it will not copy, transfer, sell, distribute, publish, publicise, advertise or commercially use such price and information without obtaining the prior written consent of Xin Yongan. The Client agrees to fully indemnify Xin Yongan for all loss, damage, fees and expenses arising from or in relation to the breach of each of the above. The Client hereby agrees to comply with any request of Xin Yongan and third party information supplier, so as to protect the copyright, other intellectual property right or mental right (whether legal or of other nature) of each of them for the relevant content. Due to market fluctuations and delays in the information transmission process, the information may not be immediate. The Client understands that although Xin Yongan believes in the reliability of such information, it cannot independently verify or object to its accuracy or completeness. The Client understands that the information provided does not imply a recommendation or recognition of Xin Yongan.

**第三方提供的市場資料：**客戶理解電子交易服務系統將，僅出於資訊服務目的，提供第三方發佈的報價及資訊，並不構成新永安提供的專業意見，客戶亦不應因而加以倚賴，而在任何投資決定或建議交易方面，客戶於任何時間均僅倚賴客戶本身的評估及判斷。客戶同意不會採取任何可能對第三方就該報價及資訊的權益及權利構成侵犯的行動。客戶同意不在未取得新永安事先書面同意前複製、轉傳、出售、分發、出版、廣播、傳閱或在商業上利用該等報價及資訊。客戶同意就違反上述各項而產生或與之相關的一切損失、損害、費用及開支，向新永安作出悉數彌償。客戶特此同意遵守新永安或第三方資料供應商的任何要求，藉以保障其各自就有關內容所引致的版權、其他知識產權或精神權利(不論法定或其他性質亦然)。由於市場的波動以及資料傳輸過程中可能出現的延誤，資料可能不是即時的。客戶理解，儘管新永安相信該類資料的可靠性，但對其準確性或完整性無法進行獨立的證實或反駁。客戶理解，在所提供的資訊中並不隱含新永安的推薦或認可。

**4718.12: No warranty of accuracy or timeliness of the information:** The Client confirms that the price quoting service in the Electronic Trading Service is provided by the third party chosen by Xin Yongan from time to time. The Client understands that the information in the Electronic Trading Service system is provided in the status as it is originally provided by the third party, and Xin Yongan does not warrant the timeliness, sequence, accuracy, sufficiency and completeness of such information. The information of the Client's equity shown on the daily/monthly statement shall be the accurate one.

**不保證資訊的準確性或時效性：**客戶確認電子交易服務上的報價服務是由新永安不時選定的第三方提供的。客戶理解電子交易服務系統上的資訊是按第三方所提供的原來狀態提供的，新永安並不保證此類資訊的時效性、順序、準確性、充足性和完整性。對於準確的客戶權益資訊，應以日/月結單為準。

**4718.13** The trademark and service mark of Xin Yongan appeared in the Electronic Trading Service shall be the exclusive and sole property of Xin Yongan and/or other relevant party (including third party information supplier). Xin Yongan does not grant any right or license to copy or use any relevant trademark and service mark.

電子交易服務所顯示的新永安的商標及服務標記均為新永安及/或其他有關方(包括任何第三方資料供應商)的獨有及專有產權。新永安並無給予任何複製或使用任何有關商標及服務標記的權利或特許。

**4718.14** The Client confirms that due to unpredictable congestion of electronic communication and other reasons, the Electronic Trading Service may not be a reliable means of communication, and such unreliability is not under the control of Xin Yongan. This may result in the following situations, including but not limited to: (a) delay in transmitting or receiving



Instruction or other information of the Client and/or the Authorised Person, (b) delay in execution of order or the relevant order may be executed at a price different from the time of placing order by the Client and/or the Authorised Person, (c) misunderstanding and mistakes in the communication between the Client and/or the Authorised Person and Xin Yongan, etc. Although Xin Yongan shall take all possible steps to protect the Electronic Trading Service system, Client information, Account and assets held on trust for the Client, the Client agrees to accept all risks involved in conducting financial and other tradings through the Electronic Trading Service.

客戶確認由於電子通訊可能遇到不可預計的通訊擠塞及其他原因，電子交易服務可能並非是可靠的通訊途徑，而這種不可靠性並非新永安所能控制。這可能會導致下列情況，包括但不限於：(a) 在傳送或收取客戶及/或獲授權人的指令或其他資料時有所延誤，(b) 延誤執行買賣盤或有關買賣盤以有別於客戶及/或獲授權人落盤時的市價執行，(c) 客戶及/或獲授權人與新永安進行通訊時出現誤解及錯誤等等。儘管新永安將會採取一切可行的步驟去保障電子交易服務系統、客戶資料、帳戶及為客戶利益而持有的資產，客戶同意承擔所有透過電子交易服務進行金融及其他交易所涉及的風險。

**4718.15** If the internet explorer or other software required for the operation of the Electronic Trading Service has a new version or a different version, Xin Yongan reserves the right not to support the previous version of the relevant internet explorer or other software. If the Client does not upgrade the relevant internet explorer as requested by Xin Yongan, acquire supported internet explorer or use any other supported version of the software, Xin Yongan may refuse to accept the Instruction issued by the Client. Xin Yongan reserves the right to change any type, version or format of the hardware or facility required for the Client to use the Electronic Trading Service. If the Client does not use the required hardware or facility for the Electronic Trading Service, Xin Yongan may refuse to accept the Instruction issued by the Client.

若電子交易服務運作所需的網上瀏覽器或其他軟件推出新版本或不同版本，新永安保留不支持有關網上瀏覽器或其他軟件的先前版本的權利。若客戶未有按新永安的要求將有關網上瀏覽器升級、取得獲支持的網上瀏覽器或使用任何其他軟件的支持版本，則新永安可拒絕受理客戶發出的指令。新永安保留權利更改客戶使用電子交易服務所需的任何硬體或設備的種類、版本或規格的權利。若客戶未有使用電子交易服務所需的硬體或設備，則新永安可拒絕受理客戶發出的指令。

**4718.16** In respect of any loss, damage, responsibility, claim, fees or expenses arising from or incurred for any of the following reasons or by any means (including but not limited to any action, breach or omission of the employees and agent of Xin Yongan or third party information supplier or independent contractor), Xin Yongan shall not take any responsibility for the Client or any third party:

對於以下各項因為任何原因或以任何方式（包括但不限於新永安或第三方資料供應商的僱員、代理人或獨立承辦商的任何作為、違責或不作為）引致或產生的任何損失、損害、責任、申索、費用或開支，新永安概不向客戶或任何第三方承擔任何責任：

- (a) Relying on or using information or trading or other service provided through the Electronic Trading Service; 依據或使用通過電子交易服務提供的資料或交易及其他服務；
- (b) Interruption, influence, delay, suspension, out of order, malfunction, mistake of operator, virus attack or loss the right to use of any service provided through the Electronic Trading Service; 通過電子交易服務提供的任何服務的中斷、幹擾、延遲、暫停、失靈、故障、操作員錯誤、病毒或喪失其使用權；
- (c) Any malfunction of any computer hardware, applied software or other software used in providing service in the Electronic Trading Service (whether it is caused by Xin Yongan, the ~~exchange~~Exchange, ~~Hong Kong Futures Exchange Limited~~HKFE, HKFE Clearing House Limited or any information supplier); 電子交易服務提供服務所運用的任何電腦硬體、應用軟件或其他軟件的任何故障（不論是基於新永安、交易所、期交所、香港期交所結算公司或任何資料供應商的原因）；
- (d) Any reason not under the control of Xin Yongan, including but not limited to governmental restriction, judgement of the ~~exchange~~Exchange, suspension in trading, war, strike, industrial action, internal chaos, malfunction, unauthorised access or thief of any electronic or mechanical facility, internet service supplier, telephone or lines of other communication system or installation, public service system (including theft of the Password, PIN or login sequence);

新永安不能控制的任何原因，包括但不限於任何政府限制、交易所裁決、暫停交易、戰爭、罷工、工



業行動、內亂、任何電子或機械設備、互聯網服務供應商、電話或其他通訊系統線路或裝置、公用服務系統的故障、未經許可接達或盜竊（包括盜竊密碼、編碼或登入序列）；

- (e) Any direct, indirect, corresponding or accompanying loss or damage of any nature and by any means resulting from or relating to any delay, negligence or omission in the execution of any Instruction issued by the Client and/or the Authorised Person through the Electronic Trading Service (although the Electronic Trading Service has received such Instruction);

延遲、疏忽或遺漏執行客戶及/或獲授權人通過電子交易服務發出的任何指令（即使電子交易服務已收悉該等指令）而以任何性質及以任何方式產生或有關的任何直接、間接、相應或附帶的損失或損害；

- (f) Any discrepancy, mistake, delay or omission of any information or in the transmission or delivery of information;

任何資料或在傳輸或交付資料時的任何偏差、錯誤、延遲或遺漏；

- (g) Any delay, malfunction, mistake, omission arising from the maintenance of the basic facility of the Electronic Trading Service; or

由於電子交易服務基礎設施的維修而不時產生的任何延遲、故障、錯誤、遺漏；或

- (h) Malfunction of any electronic protection measures including filter or anti-virus software (whether it is for the protection of the completeness of the Electronic Trading Service or the filter of inappropriate Instruction or other purpose).

包括過濾性或防毒軟件在內的任何電子保護措施（不論是否為了保護電子交易服務的完整性或將不適當的指令過濾掉或其他目的）的故障。

**4718.17** The Client further undertakes to compensate Xin Yongan upon its request for any claim, demand, litigation, loss, damage, responsibility or fees, charges, legal fees and charge of any nature suffered by Xin Yongan due to the use of the Electronic Trading Service, except where such loss or damage is beyond the scope of control of the Client.

客戶進一步承諾，對因使用電子交易服務可能使新永安遭受的任何申索、要求、訴訟、損失、損害、責任或費用、收費、律師費及任何性質的支出，於新永安要求時如數作出賠償，但該等損失或損害是在客戶所能控制範疇以外則除外。

**4718.18** Xin Yongan may terminate at its absolute discretion the provision of Electronic Trading Service to the Client without providing any reason and without giving prior notice to the Client and without attracting or resulting in any responsibility. Without prejudice to the aforesaid principle, Xin Yongan has the right (but not obligation) to terminate the provision of the Electronic Trading Service on any basis or for any reason for terminating or closing any accounts of the Client opened with Xin Yongan. For the avoidance of doubt, the Client has the obligation to pay for all fee, expenses, charge, disbursement and amount accrued up to (including) the termination day. The aforesaid obligation will continue to be effective after the termination of this Agreement or any termination of the Electronic Trading Service.

新永安可隨時全權酌情決定終止向客戶提供電子交易服務而毋須提出任何理由，亦毋須事先通知客戶及因而招致或產生任何責任。在不損害前文所載的一般原則下，新永安有權（但並無義務）根據任何可支持終止或結束客戶在新永安開立的任何賬戶的理據或理由而終止提供電子交易服務。為免生疑問，客戶有責任支付累計至（及包括）終止日期的所有付費、費用、收費、開支及數額，上述責任在終止本協議及任何終止使用電子交易服務後仍然有效。

**4718.19** The Client agrees to pay to Xin Yongan such service fee determined by Xin Yongan and notified to the Client from time to time and other fees, charge, disbursement and interest for the use of the Electronic Trading Service. Xin Yongan further reserves the right to demand any additional, special, prepaid fees incurred in acting for the Client according to any Instruction. Other agreements between the Client and Xin Yongan in relation to payment, fee, charge, expense and interest shall continue to be effective and are in addition to this Clause in relation the provision of payment, fee, charge, expense and interest for using the Electronic Trading Service, and are not affected by this Clause.

客戶同意就使用電子交易服務而按新永安不時釐定並通知客戶的費用向新永安繳付服務費及其他費用、收費、開支及利息。新永安進一步保留向客戶追收根據任何指令代表客戶等產生的任何額外、特別或墊付費用的權利。客戶與新永安所訂立關於付費、費用、收費、開支及利息的其他繳款協議將會繼續有效，並附加於本條款就關於使用電子交易服務的付費、費用、收費、開支及利息的規定，且不受本條款影響。



#### 1819. Communication Compensation

##### 通訊的賠償

The Client confirms that issuing Instruction through telephone and electronic communication is not safe and is risky. The Client requests Xin Yongan to accept Instructions issued by telephone or electronic communication (including email and internet message) for the convenience of the Client. Xin Yongan is authorised to conduct trading in accordance with such Instruction believed by Xin Yongan in its own judgement to be issued by the Client by telephone or electronic communication. As long as Xin Yongan has taken reasonably careful measures to verify the identity of the person claiming to be an Authorised Person in the telephone or electronic communication, Xin Yongan shall not take responsibility for acting in accordance with the instruction issued by an unauthorised person through telephone or electronic communication. The Client shall indemnify Xin Yongan at any time for all legal action, litigation, claim, loss, damage, cost or expenses directly or indirectly suffered by or incurred on Xin Yongan for accepting and executing the Instruction issued through telephone or electronic communication (whether such Instruction has been confirmed by the Client in writing).

客戶確認通過電話和電子通訊下達指令並非安全且存在風險。客戶要求新永安爲了方便客戶，接受以電話或電子通訊方式（包括電郵和互聯網短訊）下達的指令。新永安獲授權依照任何其自行決定相信由客戶發出的電話或電子通訊指令進行交易。只要新永安採取了合理的謹慎措施核實電話或電子通訊指令中自稱被授權人的身份，新永安將不對依照未經授權人士發出的電話或電子通訊指令秉誠行事負責。客戶保證無論何時就新永安因接受並執行了通過電話和電子通訊下達的指令（無論該指令是否經客戶書面確定）直接或間接蒙受或招致的所有法律行動、訴訟、申索、損失、損害、成本以及開支對新永安作出賠償。

#### 1920. General ~~terms~~ Terms

##### 通用條款

**1920.1 Entire Agreement:** This Agreement, together with all other written agreements between Xin Yongan and the Client related to the Client's Account and terms and conditions contained in the statements and confirmations sent to Xin Yongan by the Client, constitute the entire and a binding understanding between Xin Yongan and the Client concerning the subject matter of this Agreement.

**完整協議：**本協議以及協議雙方之間的所有的有關客戶帳戶原有或增添的書面協議和客戶遞交予新永安的聲明和確認書所含條款構成協議雙方就本協議所述事項達成的完整和有約束力的協議。

**1920.2 Severability:** Each of the provisions of this Agreement is distinct and severable from others. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable by any court or regulatory agency or body, such illegality, invalidity or unenforceability shall only affect such provision. The legality, validity and enforceability of the remaining provisions shall not be affected and this Agreement shall be performed as if any such invalid provision were severed. Time shall be of the essence in relation to all matters under this Agreement. Where the Client consists of more than one person, the liability of each of the Client shall be joint and several and references to the Client shall be construed as the context requires. Xin Yongan shall be entitled to deal separately with any of the Client including liabilities or debts to any extent without involving the others.

**可分性：**本協議每條條款均獨立於其他條款，並可與其他條款相分離。若本協議的任何條款被任何法庭或監管機構認定爲不合法、無效或不可執行，則該不合法性、無效性或不可執行性僅適用於該條款。其他條款的合法性、有效性及可執行性將不受此影響，本協議將排除無效條款繼續執行。對本協議所有事項而言時間因素是至關重要的。如果客戶指超過一名人士，則每位人士的責任應是共同和各別的，應按當時情況分別解釋。新永安有權根據各人士的具體情況與該人士單獨接觸，包括在不涉及其他人士的前提下處理其欠款或債務。

**1920.3 Presumption of Receipt:** Any notices and other communications to the Client may be effectively given by post addressed to the Client at any of the Client's business, residential or mailing addresses as they appear from time to time on Xin Yongan's records, or by facsimile or telephone or e-mail to any number or email address notified to Xin Yongan from time to time and shall be deemed to be received at the following time:



**通訊推定：**任何發給客戶的通知和其他通訊可郵寄往其在新永安不時更新的記錄中的辦公位址、住址或通訊地址，或傳真，或以電話方式或電郵至客戶不時通知新永安的號碼或電郵地址，且依下列時間被視為已收到：

- A. (where by post) on the third Working Day after such notice is posted; and  
若郵寄，在寄出的第三個工作日；以及
- B. (where by hand) when delivered, or (where by telephone, facsimile transmission, email or in other written form(s)) when communicated, and that such notice or communication need not be signed by Xin Yongan.  
若以快遞形式，於送達之時；若以電話、傳真、或電郵或其他書面形式，於傳達發送之時，且該等通知或通訊無需新永安的簽署。

**4920.4 Duty to Notify:** The Client undertakes to notify Xin Yongan of any material change to the information provided by the Client to Xin Yongan in the Client Information Statement or otherwise in connection with the Agreement.

If the Client notices any discrepancy and/or error with regard to and in connection with any the Client's Account information, trading, settlements and fund transfers, the Client shall inform Xin Yongan within 12 hours of the notice. The Client agrees that if the Client fails to notify Xin Yongan of such discrepancies and/or error, Xin Yongan shall not take responsibility for such discrepancy and/or errors.

**通報責任：**客戶承諾客戶資料表格所載或在其他方面與本協議有關的資料如有任何重大變更時知會新永安。

客戶承諾如發現任何與其帳戶資訊、交易、交收和資金轉移有關的差異及/或錯誤，客戶須在其知悉該差異及/或錯誤後12小時內通知新永安。客戶同意，如果客戶未能及時將此類差異和/或錯誤通知新永安，新永安將不對此類差異和/或錯誤負上任何責任。

**4920.5 Amendment:** To the extent permitted by law, Xin Yongan may from time to time amend any of the terms and conditions of this Agreement by notifying the Client. Such amendments shall come into effect immediately upon the Client's deemed receipt of Xin Yongan's notice. The Client acknowledges and agrees that if the Client does not accept any amendments as notified by Xin Yongan, the Client shall have the right to terminate this Agreement in accordance with the termination provision under this Agreement. The Client further agrees that any amendments shall be deemed to be accepted by the Client, if the Client continues to conduct tradings through Xin Yongan without expressly communicating its objections to such amendments to Xin Yongan.

**協議修改：**在相關法律許可的範圍內，新永安有權隨時對本協議的條款和條件作出修改，並通知客戶。此類修改在客戶被認為已收到新永安通知後即時生效。客戶確認並同意，如果客戶不接受所通知的修改，客戶有權根據本協議的終止條款終止此協議。客戶並同意，如果客戶未向新永安表達其對修改的反對意見而繼續通過新永安進行交易，客戶則被視為已接受該等修改。

**4920.6 Waiver:** Waiver of any right under this Agreement by any party to this Agreement must be in writing and signed by the party. Xin Yongan will not be regarded as having waived any right under this Agreement if Xin Yongan fails to exercise or delays in exercising such right. Any single or partial exercise of any rights under this Agreement by any party will not preclude any further exercise of such right or exercise of any other right. Xin Yongan's failure to insist at any time on the strict compliance with any of the terms or conditions of this Agreement or any continued conduct on Xin Yongan's part shall, in no event, constitute or be considered as a waiver by Xin Yongan of any of its powers, rights, remedies or privileges.

**豁免規定：**本協議任何一方若要放棄任何權利必須以書面確定並簽署。新永安未行使或延遲行使該權利不應被視為新永安已放棄該權利。協議一方對其在本協議中具有的任何權利的單獨或部分行使並不妨礙其進一步對此類權利或其他權利的行使。新永安在任何時候不堅持嚴格執行本協議任何條款或新永安任何持續性的此類行為在任何情況下不構成且不應被視為新永安放棄其任何權利、權益、補償或特權。

**4920.7 Assignment:** The provisions of this Agreement shall be binding on and ensure to the benefit of the successors, assigns and personal representatives (where applicable) whether by merger, consolidation or otherwise. Xin Yongan may assign Xin Yongan's rights or obligations under this Agreement to any of Xin Yongan's subsidiaries or affiliates without giving any prior notice or to any other entity upon prior written notice to the Client. The Client shall not assign any of its rights and/or obligations under this Agreement to any other party except with Xin Yongan's prior written consent.

**權利轉讓：**本協議之條款對本協議各方（不論是合併、兼併或其他）之繼承人和受讓人及個人代表（如適用）均有約束力並使其受益。新永安可將其在本協議中的權利或義務轉讓給任何關聯公司，而無需事先通知客戶，





或在事先通知客戶的情況下轉讓給任何其他實體。客戶不可在未獲得新永安事先書面同意的情况下將其在本協議中的權利和/或義務轉讓給任何其他方。

**4920.8 Termination:** Either party may terminate this Agreement at any time by a written notice to the other party 3 Working Days in advance. This Agreement shall not be terminated unless it is accepted by Xin Yongan on the basis that there is no outstanding indebtedness in the Client's Account. However, Xin Yongan may terminate this Agreement forthwith at any time if the Client breaches or fails to comply with any terms of this Agreement further specified below. The client shall immediately pay off all the debt and interest (if any) owed to Xin Yongan under this Agreement. The termination of this Agreement shall not affect any trading already entered into prior to Xin Yongan's receipt of the notice, or any guarantee or remedy provided by the Client under this Agreement, or any right and obligation of either party accrued prior to such termination. Such rights and obligations shall continue to be effective after the termination. Without prejudice to the above clauses, the termination of Agreement shall not affect any right and obligation in and related to any Future/Option position including margin position of either party of this Agreement until such position have been closed out, settled and/or delivered and such obligations have been completely fulfilled. The events of default in this Clause **49-820.8** include: (a) the Client has breached any term(s) of this Agreement; (b) the Client fails to pay any amount of any type owed under these provisions or any additional provisions; (c) when Xin Yongan considers that it is necessary to protect itself for Margin provisions; (d) Xin Yongan has the obligations to obey any regulation which imposed by relevant ~~exchange~~Exchanges, ~~clearing house~~Clearing House and/or laws, rules and regulations; (e) the Client is bankrupt, insolvent or liquidated, being petitioned for bankruptcy or liquidation or is subject to other analogous proceeding; (f) any account or other asset of the Client is detained; (g) conflicts or legal actions arise between the directors or shareholders of the Client or the Client; (h) any asset of the Client is subject to the injunction order, prohibition order or similar orders; (i) the Client dies or is declared incompetent by legal procedure; or (j) any other issues or matters which are necessary or appropriate for Xin Yongan to terminate this Agreement for the interest of Xin Yongan, including any requirements by laws.

**終止：**本協議任何一方都有權向對方以三個工作日書面通知終止本協議，但除非新永安在客戶帳戶中無任何欠債的基礎上接受客戶的終止通知，否則本協議不應被視為已被終止。另新永安有權在出現下述任何一項客戶違約事件時，隨時終止本協議，而客戶必須即時清償其在此本協議下欠負新永安之所有款項及利息（如有）。協議終止不影響新永安在實際收到書面通知前根據本協議訂立的任何交易，或任何客戶在本協議下提供的保證或補償，或在本協議終止之日仍未履行的任何權利或義務，該等權利和義務在協議終止後仍有效。在不影響上述條款的前提下，協議終止不影響任何一方在終止之時，包括保證金合約在內的任何合約中或於任何合約有關的權力和義務，直到該合約完成平倉、結算和/或交收且該等責任已充分履行。此 **49-820.8** 條所指客戶違約的情況包括：(a) 客戶違反此協議任何條款；(b) 客戶未能支付在此等條款或任何附加條款下欠負之任何性質之款項；(c) 當新永安認為因保證金規定而有必要保障新永安；(d) 新永安有責任遵守相關交易所、結算所及/或規管法律、規則或規例所加諸之任何規定；(e) 客戶破產、無力償債或清盤、客戶被提呈破產或清盤申請或客戶被展開任何相類的法律程序；(f) 任何~~戶口~~帳戶或客戶其他資產被扣查；(g) 客戶之董事或股東或構成客戶之任何人士間之任何爭議或法律程序；(h) 客戶之任何資產被宣佈禁制令、禁止令或相類的命令；(i) 客戶等身故或被司法宣告為不稱職；或 (j) 新永安認為對新永安之利益為必要或合宜而需終止協議之任何其他事情或事宜，包括任何法規要求。

**4920.9 Third Party Rights:** This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it except:

**第三方權利：**本協議並不增設或授予可由並非本協議的一方的任何人士強制執行的任何權利或利益，惟：

(a) a Xin Yongan Affiliate may enforce any rights or benefits in this Agreement;

新永安的聯屬公司可強制執行本協議的任何權利或利益；

(b) a Xin Yongan Affiliate may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in this Agreement; and

新永安的聯屬公司可強制執行本協議的任何彌償、責任限制或免除的權利或利益；及

(c) a person who is a permitted successor or assignee of the rights or benefits of this Agreement may enforce those rights or benefits.

身為本協議的權利或利益的准予繼承人或承讓人的人士可強制執行該等權利或利益。



**1920.10 —English/Chinese Version Clause:** The Client confirms that the Client has read this Agreement and that the contents of this Agreement have been fully explained to the Client in a language which the Client understands, and that the Client accepts this Agreement in its entirety. In the event that there is any discrepancy between the English ~~version~~ and the Chinese ~~version-clauses~~ of this Agreement, ~~the language chosen by the Client and notified to Xin Yong'an~~Chinese-English clause shall prevail.

語言版本：客戶確認客戶已經閱讀本協議的英文或中文版本，而本協議的內容已經用客戶所能理解的語言向其解釋。客戶亦確認其完全接受本協議。如果本協議的中英文版本條款之間存在差異，概以客戶選擇並以書面告知新永安為管轄語言的版本中文英文條款為準。

**1920.4011 Descriptive Headings:** The heading of each provision hereof is for descriptive purposes only. They shall not be deemed to modify, restrict or otherwise substitute for any of the rights or obligations set forth in each of the provisions in this Agreement.

**描述性標題：**每一條款的標題僅出於描述性目的。這些標題不構成對本協議中各項條款所規定的權利或義務的修改、限定或替代。

**1920.412 Disclaimer and Indemnification:**

**免責及彌償：**

(a) Xin Yong'an and any of its directors, officers, employees or agents shall not be responsible for any profits losses, indirect, special or consequential losses or damage suffered by the Client for any of the following reasons: (i) any failure to perform any of Xin Yong'an's obligations under this Agreement or duty or obligations of Xin Yong'an as an agent of the Client due to reasons which are beyond the control of Xin Yong'an, its directors, officers, employees or agents; or (ii) Xin Yong'an follows or relies on any Instruction of the Client, whether the Instruction was made according to the recommendation, suggestions or opinions of Xin Yong'an or any of its directors, officers, employees or agents; or (iii) any actions or negligence of Xin Yong'an or any of its directors officers, or employees related to the Client's Account, unless the losses are directly caused by gross negligence, fraud or deliberate default of Xin Yong'an or its director officers, or employee; or (iv) the currency conversion related to this Agreement.

無論新永安還是新永安的任何董事、高級職員、僱員或代理人均毋須對客戶因任何下述原因而受到利潤損失、間接、特別或後果性的損失支出或損害負責：(i) 因新永安、其董事、高級職員、僱員或代理人無法控制的任何原因而導致新永安無法履行根據本協議應履行的義務，或作為客戶的代理人應履行的責任或義務；或 (ii) 新永安根據或依賴客戶發出的任何指令行事，無論該指令是否根據新永安或其任何董事、職員、僱員或代理人的推薦、提示或意見作出的；或 (iii) 新永安或其任何董事、職員、僱員與客戶帳戶有關的任何行為或忽略，除非損失是由新永安或其董事、職員、僱員的嚴重疏忽、欺詐或故意失責所直接引致；或 (iv) 與本協議有關的貨幣轉換。

(b) Without prejudice to the generality of the above, Xin Yong'an or any of its directors, officers, employees or agents shall not take any responsibility for any kind of profits losses, indirect, special or consequential losses or damages (whether arising from any fault) suffered or claimed to be suffered from or related to any inconvenience, delay or failure in the Electronic Trading Service when it is used by the Client, and shall not take any responsibility for any delay or alleged delay or failure by Xin Yong'an in performing the Client's Instructions, although Xin Yong'an has been informed of the possibility of such losses, expenses or damage.

在不影響上述項的普遍性的情況下，新永安或其任何董事、高級職員、僱員或代理人毋須為任何客戶因使用電子交易服務系統的不便、延誤或無法使用而蒙受的或據稱蒙受的或有關的利潤損失、間接、特別或後果性的損失支出或損害負任何責任（無論是過失或其他），亦不對新永安延誤或被指稱延誤或未能執行客戶的指令負責，即使新永安已被告知該等損失、支出或損害的可能性。

(c) The Client agrees to indemnify Xin Yong'an and any of its directors, officers, employees and agents (and keep them fully indemnified) for, including, all related costs, claim, demand, damage, liability and expenses (including legal fees on a fully indemnified basis) directly or indirectly suffered or incurred from Xin Yong'an entering into any tradings for the Client or taking or not taking any actions according to this Agreement or the Client's Instruction or communication. Moreover, the Client undertakes and agrees to take necessary, or actions considered as helpful by Xin Yong'an to authorise or confirm any actions taken by Xin Yong'an as the Client's agent or for the Client according to this Agreement. The Client agrees to pay Xin Yong'an timely for all damages, costs and expenses



(including any legal fees) incurred by Xin Yongan for its performance of this Agreement.

客戶同意向新永安或其任何董事、高級職員、僱員或代理人（並使其出於完全免責狀態）承擔彌償責任，當中包括所有因新永安代客戶進行的任何交易或根據本協定或客戶的指令或通訊作出或沒有作出的任何行為而直接或間接蒙受或產生或有關的成本、申索、要求、損害、責任和支出（包括完全彌補基準法律費用）的責任。而且，客戶同意及承諾採取必要的，或新永安認為有利的措施以許可或確認新永安作為客戶的代理人或根據本協定代理客戶而做的任何事情。客戶亦同意及時支付新永安因執行本協議條款而產生的所有損害、成本和支出（包括任何法律費用）。

**(d)** The Client undertakes to indemnify Xin Yongan or any of its directors, officers, employees or agent (and keep them fully indemnified) for any cost, claim, liability or expenses, including but not limited to the reasonable and necessary fees incurred by Xin Yongan for collecting debts or closing the Account, arising from the Client's breach of this Agreement.

客戶承諾向新永安或其任何董事、高級職員、僱員或代理人承擔所有因客戶違反本協議條款而產生的損失的彌償責任並全數補償其任何成本、申索、責任或支出，包括但不限於新永安收取欠債或結束帳戶而產生的合理和必須的費用。

**(d)(e)** Neither Xin Yongan nor its Affiliates shall be liable for any delay or failure to perform obligations and any Loss resulting therefrom so long as they have acted in good faith in the absence of gross negligence, fraud and wilful default. Moreover, Xin Yongan and its Affiliates shall not be held responsible for any Loss or any consequences resulting whether directly or indirectly from any events or circumstances beyond their control including without limitation government restrictions, imposition of emergency procedures, exchange Exchange ruling, third party's conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, or natural disasters.

只要新永安及其聯屬人按誠信原則下行事，且在並無嚴重疏忽、欺詐或蓄意失責的情況下，新永安及其聯屬人毋須就任何延遲或未有履行義務及因此而導致的任何損失承擔責任。此外，新永安及其聯屬人毋須對任何直接或間接地源自任何其無法控制的事件所引致的任何損失或任何後果負責，包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、戰爭、罷工、市場情況、騷動、恐怖主義行為或恐怖主義行為的恫嚇或自然災害。

**4920.4213 Hong Kong Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Client irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

**香港司法管轄：**本協議將受中華人民共和國香港特別行政區法律管轄並根據香港法律解釋。客戶不可撤回地接受香港法庭的非專有司法管轄權。

**4920.4314 Arbitration:** Subject to the full right of decision and absolute discretion of Xin Yongan, any dispute, controversy or claim arising out of or relating to this Agreement, or the termination or invalidity or breach of this Agreement, shall be settled by arbitration in ~~aeording~~ accordance with the existing and effective China International Economic and Trade Arbitration Commission (CIETAC) United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules and as amended by other provisions. The appointing institution shall be ~~Hong Kong International Arbitration Centre~~ CIETAC Hong Kong Arbitration Center. The location of arbitration shall be in Hong Kong at CIETAC Hong Kong Arbitration Center ~~Hong Kong International Arbitration Centre (HKIAC)~~. There shall be one arbitrator. Any such arbitration shall be administered by CIETAC Hong Kong Arbitration Center ~~HKIAC~~ in accordance with HKIAC CIETAC Hong Kong Arbitration Center Procedures for Arbitration in force at the date of this Agreement (including such supplements in addition to the UNCITRAL-CIETAC Arbitration Rules). The language to be used in the arbitration proceedings shall be ~~the language (English/Chinese/English) chosen by the Client in reading and signing this Agreement.~~

**仲裁：**在新永安全權選擇和絕對斟酌決定前提下，因本協議所引起或與之有關的任何爭議、爭論和索賠，或本協議之終止或無效或對其之違約，應根據現行有效並可由本條其他規定修訂之聯合國國際貿易法委員會仲裁規則通過仲裁解決應根據現行有效並可由本條其他規定修訂之中國國際經濟貿易仲裁委員會仲裁規則通過仲裁解決。委任機構為中國國際經濟貿易仲裁委員會香港國際仲裁中心，仲裁地點在香港之中國國際經濟貿易仲裁委員會香港仲裁中心香港國際仲裁中心（「香港國際仲裁中心」），仲裁員為一人。中國國際經濟貿易仲裁委員會香港仲裁中心香港國際仲裁中心將根據本協議日有效之該中心仲裁程序（包括其中所載之中國國際經濟貿



易仲裁委員會聯合國國際貿易法委員會仲裁規則以外之補充) 管理該等任何仲裁。仲裁程序所用之語言為客戶選擇閱讀及簽署的協議書語言版本之語言(英文/中文/英文)。

## 2021. Representation, Warranties and Undertakings

### 陳述，保證及承諾

#### 2021.1 The Client hereby represents and warrants to Xin Yongan on a continuing basis that:

客戶特此向新永安作出以下持續的陳述及保證：

- (a) the signing, delivery or performance of this Agreement or any Instructions given hereunder will not contravene or breach any existing applicable law, statute, ordinance, rule or regulation or judgement or exceed any limit by which the Client or any of the its assets is bound;

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

- (b) the Client understands the nature and suitability and the risks involved in the various types of trading according to these terms and conditions and has sufficient experience to assess the suitability of such tradings;

客戶對根據此等條款和條件所顧及到的各類交易的性質、對其是否合適及當中所涉風險表示理解，並具充足經驗，能夠評定該等交易是否合適；

- (c) the Client shall enter into each Futures/Options Contract purely in reliance on its own judgment as to the future currency and market trends or the benefits or risks of such tradings but not in reliance on any advice or views provided by Xin Yongan; and

客戶將訂立的每一份外匯期貨/期權合約，乃純粹依賴其本身對未來貨幣及市場走勢或該等交易所涉利益或風險的判斷而訂立，而非依賴新永安就此提供的任何建議或觀點；及

- (d) the Client or its representative is acting as the principal but not trustee or agent in entering into these terms and conditions and Futures/Options Contracts on behalf of the Client.

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

#### 2021.2 The Client warrants that it has the full and unlimited authority to enter into this Agreement and has obtained the necessary approval and has taken all necessary actions (including if applicable, any action in accordance with its company or other constitutional documents) to authorise it to enter into this Agreement, and perform the obligations under this Agreement.

客戶保證其擁有全權及不受限制的權力訂立本協議並已取得所需的同意及已採取所有所需的行動(包括如適用的話，任何根據其公司或其他組織性文件須採取的行動)以授權其訂立本協議，並履行其在該協議之下的責任。

#### 2021.3 The Client and Xin Yongan severally and jointly declare that, any terms under this Agreement do not cancel, exclude nor limit any authority of the Client and any obligation of Xin Yongan under Hong Kong laws.

客戶和新永安個別和共同聲明，本協議之任何條款並不取消、排除或限制在香港法律下客戶之任何權利或新永安之任何義務。

#### 2021.4 Unless Xin Yongan otherwise agrees, the Client shall be the beneficial owner of the assets of the Account which is not subject to any rights or encumbrance other than these terms and conditions or any additional terms and conditions; the Client shall not pledge or charge or allow any pledge or charge over any assets or amounts in the Account, or grant any options or alleged options over such assets or amount, without the prior written consent of Xin Yongan.

除非新永安另行同意，否則客戶將為戶口帳戶內的資產的實益擁有人而不受除此等條款或任何附加條款所列以外的任何的權利或其他產權負擔所影響；在未得新永安的書面同意之前，客戶亦不會抵押、質押、或允許戶口帳戶中的資產或款項存有任何抵押或質押、或就該等資產或款項授予選擇權或據稱授予選擇權。

#### 2021.5 Unless the Client confirms otherwise in writing with Xin Yongan, the Client is not any licensed or registered employee or staff member of any exchangeExchange, Commodity exchangeExchange, clearing-houseClearing House, bank or trust company, or any affiliated person of any licensed or registered persons under the Ordinance. If the Client is the employee or staff member of the above, the Client has obtained the approval from the relevant persons prior to the opening of the Account.



除非客戶另行向新永安以書面確認，否則客戶並非任何交易所、商品交易所、結算所、銀行或信託公司之獲發牌或註冊之僱員或職員，或證券及期貨條例下之任何獲發牌人士或註冊人士之聯屬人。若客戶為上述人事之僱員或職員，則在開立戶口帳戶前已獲有關人事之同意。

2021.6 The Client is not subject to the regulation of any law or regulation which prohibits or restricts the Client from performing such terms and any additional terms, and has not lost the capacity to perform such terms in laws.

客戶不受任何禁止或阻止客戶履行此等條款及任何附加條款之任何法律或規例規管，亦無在法律上就履行該等條款失去行為能力。

2021.7 Unless the Client confirms otherwise in writing with Xin Yongan, the Client is not connected to or associated with any employees or agents of Xin Yongan and/or its affiliated persons and the Client agrees that if the Client is or becomes connected to or associated with any of such employees or agents, the Client shall promptly notify Xin Yongan in writing of the existence and nature of such association and the Client acknowledges and agrees that Xin Yongan may, upon receipt of such notice, terminate the Account at its absolute discretion.

除非客戶另行向新永安以書面確認，否則客戶與新永安及/或新永安之聯屬人之任何僱員或代理人均無關連或聯繫，並同意如果客戶此後與該等僱員或代理人有關連或聯繫，客戶將立刻以書面通知該聯繫的存在與性質，並承認及同意新永安在收到該通知後，可以享有完全自由酌情權終止戶口帳戶；及。

2021.8 (If the Client resides outside Hong Kong or gives any Instruction to Xin Yongan from outside Hong Kong), all Instructions are in compliance with any and all applicable law of the relevant jurisdiction from which the Client's Instructions are given. The Client accepts that there may be taxes, duties, levy or charges payable to the relevant authorities for issuing and signing Instructions as a resident outside Hong Kong or as given from outside Hong Kong and the Client agrees to pay such taxes, duties, levy or charges where applicable. The Client further agrees to indemnify Xin Yongan from any claims, demands, litigations, costs and expenses incurred or suffered by Xin Yongan in connection with or arising from the Client's residing or giving of any such Instruction from outside Hong Kong.

如果客戶居住於香港以外或從香港以外的地方向新永安發出指示，所有該等指示已遵守有關指示發出地域的所有適用之法律。就客戶居住於香港之外或在香港以外的地方發出指示及簽署該等指示，客戶接受可能需向有關機構支付稅務、關稅、徵稅或收費，客戶同意在適用時支付該等稅務、關稅、徵稅或收費。就與客戶居住香港以外或從香港以外地方發出該等指示有關或由此而引起的新永安遭受或發生的任何索賠、要求、訴訟、花費及支出，客戶進一步同意彌償新永安。

2021.9 **Repeatability:** The above representations and warrants shall be deemed as being repeatedly made before issuing each Instruction or performing each Instruction.

**重複性：**以上的陳述及保證將會被視為在發出每項指示或執行每項指示前已再次重複作出。

## 21. The Client's Identity Disclosure

### 客戶身份披露

~~Without prejudice to other terms of this Agreement, for the purpose of complying with the requirements or requests from the SFC or any other relevant regulatory institutions and/or exchanges in Hong Kong or in any other jurisdictions (collectively "Hong Kong Regulatory Institutions") given from time to time, or other person complying with the relevant requirements for the disclosure of the identity of the Client required by Hong Kong Regulatory Institutions from time to time:~~

~~在不影響本協議任何其他條款的情況下，為履行證監會或香港或其他任何司法管轄區的其他相關監管機構及/或交易所（統稱為“香港監管機構”）不時作出要求或其他人士應香港監管機構所不時作出的有關客戶身份披露：~~

~~A. The Client will provide the information required by Hong Kong Regulatory Institutions within 2 Working Days upon request by Xin Yongan, including (but not limited to) the identity, address, occupation, contact details and other identity information of the following parties: (i) the Account (as far as the Client knows) of the party entered into the tradings; (ii) the Ultimate Beneficial Owner in the tradings; and (iii) any third party who gives the trading Instructions.~~



客戶承諾在兩個工作日內根據新永安的要求提供香港監管機構所要求的資料，包括（但不限於）下列三方的身份、地址、職業、聯絡資料和其他身份識別詳情：(i) 達成交易的一方之帳戶（就客戶所知）；(ii) 在交易中擁有最終實益權益的人士；以及 (iii) 任何發出交易指令的第三方。

~~B. If the Client has affected the trading for a collective investment scheme, discretionary trust account or discretionary trust, upon the request of Xin Yong'an, the Client shall provide Hong Kong Regulatory Institutions with the identity, address and contact details of the scheme, account and trust within 2 Working Days and the identity, address, occupation and contact details (if applicable) of the person(s) instructing the Client to enter into tradings on behalf of the scheme, account and trust. Where the Client's investment discretion for the scheme, account and trust has been revoked, the Client shall inform Xin Yong'an within 24 hours, and undertakes to inform Hong Kong Regulatory Institutions of the identity, address, occupation and contact details of the person(s) instructing the Client to enter into tradings within 2 Working Days upon the request of Xin Yong'an.~~

倘若客戶為集合投資計劃、全權委託戶口或全權信託進行交易，經新永安要求，客戶承諾在兩個工作日內向香港監管機構提供計劃、戶口和信託的識別資料、地址和聯絡資料以及代表計劃、戶口和信託指示客戶進行交易的人士之身份、地址、職業和聯絡資料（如適用）。如果客戶代表計劃、戶口和信託進行投資的決定權已被撤回，客戶承諾在24小時內通知新永安，並承諾應新永安要求在兩個工作日內將指示客戶進行交易人士的身份、地址、職業和聯絡細節通知香港監管機構。

~~C. If the Client acts as an intermediary and is aware that its client is also acting as an intermediary for the ultimate client but the client does not know the identity, address, occupation and contact detail of the ultimate client, the Client hereby confirms that: (i) the Client has made appropriate arrangement with its client so that the Client has to right to request its client for providing or arranging for the provision of the information above; and (ii) the Client shall obtain the above information of its client upon the request of Xin Yong'an, and provide the above information to Hong Kong Regulatory Institutions within 2 Working Days upon issue of the request above.~~

如果客戶的身份為仲介人，且知悉客戶亦以仲介人身份為最終客戶行事，而客戶並不知道最終客戶的身份、地址、職業和聯絡資料，客戶就此確認：(i) 客戶已與其客戶之間已作出妥當安排，使客戶有權要求其客戶立即提供或安排提供上述資料；及 (ii) 應新永安要求向其客戶取得上述資料，並將在發出要求的兩個工作日內把上述資料提供予香港監管機構。

~~The Client confirms that, the Client and/or its client (depending on situation) is not subject to any laws which prohibits the Client and/or its client from performing this Article 21, and if the Client and/or its client is subject to the prohibition by such laws, it has given up the benefits under such laws, or has agrees in writing to perform this Clause 21. This Clause 21 shall be effective after the termination of this Agreement.~~

客戶確認，客戶及/或其客戶（視情況而定）均不受制於任何禁止客戶及/或其客戶履行本第 21 條的任何法律，而倘若客戶或其客戶受該等法律所規限，則已經放棄該等法律的利益，或已經以書面方式同意履行本 21 條。本 21 條在本協議終止後仍然生效。

~~For any matters or enquiries, the Client may contact the responsible Client Relationship Officer, at (86)4008-418-508 / (852)25297082 or at the address: 12/F & 25/F, CMA Building, 64-66 Connaught Road Central, Hong Kong.~~

客戶若有任何事宜或查詢，可聯絡客戶關係部主任，電話為(86)4008-418-508 / (852)25297082，地址為香港干諾道中 64-66 號中華廠商會大廈 12、25 樓。



## **Risk Disclosure Statements**

### **風險披露聲明**

The following statements are provided according to Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission.

下列聲明是根據《證券及期貨事務監察委員會註冊人操守準則》所提供。

#### **Risk of trading futures and options**

#### **期貨及期權交易的風險**

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

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

#### **Risk of Margin Trading**

#### **保證金交易的風險**

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with Xin Yongan. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

藉存放抵押品而為交易取得融資的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於新永安作為抵押品的現金及任何其他資產。市場情況可能使備用買賣指示，例如「止蝕」或「限價」指示無法執行。客戶可能會在短時間內被要求存入額外的保證金或繳付利息。假如客戶未能在指定的時間內支付所需的保證金或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為客戶帳戶內因此而出現的任何短欠數額及需繳付的利息負責。因此，客戶應根據客戶的財政狀況及投資目標，仔細考慮這種融資安排是否合適客戶。

#### **Risks of client assets received or held outside Hong Kong**

#### **在香港以外地方收取或持有的客戶資產的風險**

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

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

#### **Risk of providing an authority to hold mail or to direct mail to third parties**

#### **提供代存郵件或將郵件轉交第三方的授權書的風險**

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

假如客戶~~向新永安~~~~向持牌人或註冊人~~提供授權書，允許其代存郵件或將郵件轉交予第三方，那麼客戶便須盡速親身收取所有關於客戶帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

#### **Additional risk disclosure for futures and options trading**

#### **關於期貨及期權買賣的額外風險披露**

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

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

#### **Futures**

#### **期貨**

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

「槓桿」效應：期貨交易的風險非常高。由於期貨的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓桿作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉盤而~~向新永安~~存入的額外金額。如果市況不利客戶所持倉盤或保證金水平提高，客戶會遭追收保證金，即須在短時間內存入額外資金以維持本身倉盤。假如客戶未有在指定時間內繳付額外的資金，客戶可能會被迫在虧蝕情況下平倉，而所有因此出現的短欠數額一概由客戶承擔。



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

**減低風險買賣指示或投資策略：**即使客戶採用某些旨在預設虧損限額的買賣指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些買賣指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的長倉或短倉同樣的高。

## Options 期權

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

**不同風險程度：**期權交易的風險非常高。投資者不論是購入或出售期權，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。客戶應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

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

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

Selling (“writing” or “granting”) an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on Futures above). If the option is “covered” by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

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

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

某些國家的交易所允許期權買方延遲支付期權金，令買方支付保證金費用的責任不超過期權金。儘管如此，買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時，買方有需要支付當時尚未繳付的期權金。

#### **Additional risks common to futures and options**

#### **期貨及期權的其他常見風險**

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

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

**Suspension or restriction of trading and pricing relationships:** Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair value”.

**暫停或限制交易及價格關係：**市場情況（例如市場流通量不足）及／或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉／抵銷倉盤。如果客戶賣出期權後遇到這種情況，客戶須承受的虧損風險可能會增加。此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷「公平」價格。

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

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

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

**佣金及其他收費：**在開始交易之前，客戶先要清楚瞭解客戶必須繳付的所有佣金、費用或其他收費。這些費用將直接影響客戶可獲得的淨利潤（如有）或增加客戶的虧損。

**Transactions in other jurisdictions:** Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask [Xin Yongan the firm with which you deal](#) for details



about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

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

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

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

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

**交易設施：**電子交易的設施是以電腦組成系統來進行買賣盤指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及／或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向 [新永安為其進行交易的商號](#) 查詢這方面的詳情。

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

**電子交易：**透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果客戶透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬體或軟件可能會失靈的風險。系統失靈可能會導致客戶的買賣盤指示不能根據指示執行，甚或完全不獲執行。

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

**場外交易：**在某些司法管轄區，同時在特定情況之下，有關商號獲准進行場外交易。[新永安為客戶進行交易的商號](#) 可能是客戶所進行的買賣的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，客戶在進行該等交易前，應先瞭解適用的規則和有關的風險。



## Disclaimers 免責聲明

### “HKFE” Disclaimer

#### 「香港期交所」免責聲明

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

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

### Futures Contracts 期貨合約

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

恆生指數服務有限公司(「恆指公司」)目前印行、編匯及計算若干股票指數，亦可能按 Hang Seng Data Services Limited (「HSDS」)的要求，不時印行、編匯及計算其他股票指數(統稱「上述恆生指數」)。上述恆生指數的標記、名稱及編匯、計算程式乃 HSDS 的專有財產及專利。恆指公司已授予香港期貨交易所有限公司(「期交所」)一項特許權，准其使用「恆生指數」及其四個分類指數、「恆生中資企業指數」及「恆生國企指數」，其用途只限於根據此等指數分別設立、銷售及買賣期貨合約，並可不時授予期交所使用任何其他上述恆生指數作相應用途，以根據此等其他上述恆生指數設定期貨合約(統稱「上述期貨合約」)。恆指公司可隨時修訂或更改編匯及計算任何上述恆生指數以及任何有關的計算程式、成份股及系數的程式及基準，而毋須作出通告，而期交所可隨時要求期交所指定的某等上述期貨合約，參照另外一項或多項將予計算的指數進行買賣及交收。期交所、HSDS 及恆指公司，概不就上述恆生指數及其編匯、計算及任何有關的資料的準確性或完整性，向期交所任何會員或任何第三者作出擔保或聲明或保證，亦無給予或隱含有關上述恆生指數或其中任何一項的任何擔保、聲明或保證。再者，期交所、HSDS 及恆指公司概不就為上述期貨合約或其中任何一項及/或其買賣的緣故或與其有關的事宜而使用上述恆生指數或其任何一項，或就恆指公司編匯及計算上述恆生指數或其中任何一項的任何不確、遺漏、錯誤、謬誤、延誤、幹擾、中斷、更改或失效(包括但不限於因疏忽而引起者)，或買賣上述期貨合約或其任何一項的任何期交所會員或任何第三者因此而直接或間接蒙受的經濟損失或其他損失，承擔任何責任。任何期交所會員或任何第三者，概不得對期交所及/或 HSDS 及/或恆指公司提出與本免責聲明所述事項有關或因該等事項引致的索償、訴訟、或法律行動。買賣上述期貨合約或其任何一項而完全知悉本免責聲明的任何期交所會員或任何第三者，不應在任何方面倚賴期交所、HSDS 及/或恆指公司。

For the avoidance of doubt, this disclaimer does not create any contractual or quasi-contractual relationship between any Exchange Participant or any third party and HSDS and/or HSI and must not be construed to have created such relationship.

為免生疑問，本免責聲明並不會於任何交易所會員或第三者與恆指公司及/或 HSDS 之間構成任何合約或準合約關係，而亦不應視作已構成該等合約關係。

## Options Contracts 期權合約

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

恆生指數服務有限公司(「恆指公司」)目前印行、編匯及結算若干股票指數，亦可能按 Hang Seng Data Services Limited (「HSDS」) 的要求，不時印行、編匯及計算其他股票指數(統稱「上述恆生指數」)。上述恆生指數的標記、名稱及編匯、計算程式乃 HSDS 的專有財產及專利。恆指公司已授予香港期貨交易所有限公司(「期交所」)一項特許權，准其使用「恆生指數」及其四個分類至指數、「恆生中資企業指數」及「恆生國企指數」，其用途只限於根據此等指數分別設立、銷售及買賣期權合約，並可不時授予期交所使用任何其他上述恆生指數作相應用途，以根據此等其他上述恆生指數設定期權合約(統稱「上述期權合約」)。恆指公司可隨時修訂或更改編匯及計算任何上述恆生指數以及任何有關的計算程式、成份股及系數的程式及基準，而毋須作出通告，而期交所可隨時要求期交所指定的某等上述期權合約，參照另外一項或多項將予計算的指數進行買賣及交收。期交所、HSDS 及恆指公司，概不就上述恆生指數及其編匯、計算及任何有關的資料的準確性或完整性，向期交所任何會員或任何第三者作出擔保或聲明或保證，亦無給予或隱含有關上述恆生指數或其中任何一項的任何擔保、聲明或保證。再者，期交所、HSDS 及恆指公司概不就為上述期權合約或其中任何一項及/或其買賣的緣故或與其有關的事宜而使用上述恆生指數或其任何一項，或就恆指公司編匯及計算上述恆生指數或其中任何一項的任何不確、遺漏、錯誤、謬誤、延誤、幹擾、中斷、更改或失效(包括但不限於因疏忽而引起者)，或買賣上述期權合約或其任何一項的任何期交所會員或任何第三者因此而直接或間接蒙受的經濟損失或其他損失，承擔任何責任。任何期交所會員或任何第三者，概不得對期交所及/或 HSDS 及/或恆指公司提出與本免責聲明所述事項有關或因該等事項引致的索償、訴訟、或法律行動。買賣上述期權合約或其任何一項而完全知悉本免責聲明的任何期交所會員或任何第三者，不應在任何方面倚賴期交所、HSDS 及/或恆指公司。

**For the avoidance of doubt, in the event of a discrepancy in the interpretation between the Chinese and English versions of these Disclaimers, the language of the client's choice (English) English version shall prevail.**

**為免生疑問，如本文件中、英文版本有任何分歧，概客戶選擇的語言(中文)概以英文版本為準。**



**中國新永安期貨有限公司**  
CHINA XIN YONGAN FUTURES COMPANY LIMITED

## **Notice to Client** **客戶注意事項**

### **1. Knowledge on rules for Futures and/or Options Trading**

#### **掌握期貨及/或期權的交易規則**

Clients shall have clear understanding of laws, regulations and trading rules for Futures and Options trading. Trading rules for Futures and Options of the relevant Exchanges are published on their respective websites. Clients shall strictly and fully comply with such rules in the course of trading. Clients shall bear the entire liabilities, losses and expenses incurred or caused by any non-compliance of such rules.

客戶應清楚理解期貨及期權的法律、法規、交易規則。各交易所的期貨及期權交易規則在其相關網站均能取閱。客戶應在交易過程中嚴格和完全遵守該等規則。客戶須完全承擔因不遵從該等規則而產生的一切責任、損失和費用。

### **2. Knowledge on Client's civil liabilities arising out of the acts of their agent**

#### **客戶本人須對其代理人的代理行為承擔民事責任**

The Client's agent is authorized by the Client to perform civil acts on its behalf, and the agent is accountable to the Client. Civil acts performed by an agent in the Client's name within the scope of the agency shall be regarded as being performed by the Client himself. The client shall bear all liabilities arising out of the acts of the agent under agency.

客戶代理人是基於客戶的授權，代表客戶實施民事行為的人，代理人向客戶負責。代理人在代理許可權內以客戶名義進行的行為視為客戶自己進行的行為，客戶對代理人代理行為的後果承擔一切責任。

### **3. Knowledge on notifiable events and enquiry channels**

#### **通知事項和查詢渠道**

From time to time, China Xin Yong'an Futures Company Limited ("Xin Yong'an") may notify the Client of, including but not limited to, amendments of trading rules, change of the Xin Yong'an's margin requirements, transaction fee and other trading and settlement information, client transaction settlement report, notice of margin call, notice of forced liquidation, and notice on the change of the Xin Yong'an's trading system, quote system and websites. Xin Yong'an will inform the Clients of notifiable events that are not related to Clients' private transactions through different channels including the website of Xin Yong'an, SMS and the Clients' online trading terminal. Private reports and /or notifications, such as the client transaction on settlement report, notice of margin call, notice of forced liquidation and notice on individual change of margin, will be sent to the Clients separately through email address that having been provided by the Clients to Xin Yong'an or having been provided by Xin Yong'an to the Clients. Xin Yong'an's dissemination of notification through any of the above channels will be regarded as having fully discharged its obligations of notification owed to the Clients.

中國新永安期貨有限公司(「新永安」)可不時發出通知事項，包括但不限於交易所交易規則變更通知，新永安保證金、手續費等交易和結算參數調整通知，客戶交易結算報告，追加保證金通知，強制平倉通知書，新永安交易系統、行情系統、網站變更通知等等。新永安將通過新永安網站、短信平台、客戶網上交易端等管道向客戶發佈不涉及客戶私有交易情況的通知事項。客戶交易結算報告、追加保證金通知、強制平倉通知書、單獨調整保證金通知等客戶私有報告或通知事項將通過客戶本身提供的電郵地址或新永安向客戶提供的電郵位址單獨發佈。新永安通過上述任何一種方式發佈通知事項即視為已履行了對客戶的通知義務。

### **4. Third party payments and cash deposit should be discouraged**

#### **不受理第三方付款和現金存款**

Client is discouraged to transfer funds to and from third parties as well as cash deposit.

新永安不受理客戶轉帳給予第三方或從第三方轉帳進入客戶的帳戶，現金存款亦然。





## **Foreign Law Requirements**

### **外國法要求**

#### **1. Definition**

##### **釋義**

1.1 Unless otherwise prescribed, the following terms shall have the following meanings:

除非上下文另有規定，以下術語將具有如下意義：

**“Foreign Account Tax Compliance Act” or “FATCA” means:**

- (a) section 1471 to 1474 of the amended U.S. Internal Revenue Code of 1986 or any amended or successor version thereof, which is introduced by the United States Department of Treasury (Treasury) and the US Internal Revenue Service (IRS) to encourage better tax compliance by preventing US citizens from using banks and other financial organisations to avoid US taxation on their income and assets;
- (b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with item (a) including as entered into by the government of Hong Kong;
- (c) agreements between Xin Yongan and the IRS or other regulator or government agency pursuant to or in connection with item (a); and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

**「海外帳戶稅收合規法案」或「FATCA」指：**

- (a) 經修訂的《1986年美國國內收入法》第1471條至1474條，或其任何修訂或繼任版本，其由美國財政部（財政部）和美國國稅局（國稅局）制定，旨在防止美國公民利用銀行及其他金融機構逃避其收入及資產應繳的美國稅款，鼓勵他們更嚴格地遵守稅法；
- (b) 政府與規管機構之間就上述(a)項訂立的任何政府間協議、諒解備忘錄、承諾及其他安排（包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排）；
- (c) 新永安與國稅局或其他規管機構或政府機構根據或就上述(a)項訂立的協議；及
- (d) 根據任何前述者在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或慣例。

**“Foreign Law Requirements” means any obligation imposed on Xin Yongan pursuant to any future or present:**

- (a) foreign laws (including foreign laws in respect of which Xin Yongan considers itself bound);
- (b) Hong Kong laws that implement Hong Kong’s obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- (c) agreements entered into between Xin Yongan and a foreign government (including the government of the PRC) or regulator;
- (d) agreements entered into between Xin Yongan and any counterparty or between Xin Yongan and any issuer of securities or other investment products under or pursuant to or in connection with which Xin Yongan is required to comply with any foreign laws or any guidelines or guidance mentioned in item (e) below; or
- (e) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of items (a) to (c).

For the avoidance of doubt, this definition includes any obligation or requirement applying to Xin Yongan as amended or introduced from time to time, including but not limited to FATCA and CRS.

**「外國法要求」指向新永安施加任何義務的任何現行或今後實行的以下各項：**

- (a) 外國法律（包括新永安認為其受約束的外國法律）；
- (b) 執行因香港與外國政府（包括中國政府）或規管機構所訂立協議下的義務而產生的香港法律；
- (c) 新永安與外國政府（包括中國政府）或規管機構訂立的協議；
- (d) 新永安與任何交易對手達成的，或者新永安與任何證券或投資產品發行人達成的協議，在該等協議中新永安應當遵守任何外國法或下述第(e)項中提及的任何指引或準則；或
- (e) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就上述(a)至(c)項頒佈的指引或準則。



為免存疑，該定義包含適用於新永安的任何不時經修訂或頒佈的義務或規定，包括但不限於根據 FATCA 及 CRS 適用於新永安的義務或規定。

“Common Reporting Standard” or “CRS” means the information-gathering and reporting requirement for financial institutions in participating countries of Organization for Economic Co-operation and Development (OECD) to help fight against tax evasion and protect the integrity of tax systems.

「共同匯報標準」或「CRS」指為協助打擊逃稅和維護稅制完整而制訂的資料收集及匯報的新規例，經濟合作與發展組織（經合組織）的參與國家的財務機構都必須遵守。

1.2 If all clauses or any part of this Foreign Law Requirements become illegal, void or unenforceable under the law of any jurisdiction, the legality, effectiveness or enforceability of the remaining part of this Foreign Law Requirements will not be affected or jeopardised.

本外國法要求中的全部或任何條文在任何司法管轄區的法律下在任何方面如變成非法、無效或不可強制執行，本外國法要求的其余部分在該司法管轄區的合法性、有效性或可強制執行性均不受影響或損害。

## **2. Representation, Warranties and Undertakings**

### **陳述，保證及承諾**

2.1 The Client agrees and authorises that Xin Yongan may disclose relevant information to any person or Regulatory Institution, whether or not situated in Hong Kong or established under Hong Kong law, as required under any Foreign Law Requirements as determined by Xin Yongan. The Client will promptly notify Xin Yongan in writing of any change of the foresaid information.

客戶同意并授權新永安可根據任何外國法要求，向任何人士或監管機構（不論是否位於香港或根據香港法例成立）披露新永安決定的有關資料。如上述任何信息發生變更，客戶應及時以書面方式通知新永安。

2.2 The Client undertakes that the Client will cooperate fully in respect of any enquiry that Xin Yongan may make for the purposes of compliance with any applicable law, such as the United States Foreign Account Tax Compliance Act (as may be amended, superseded or replaced) and/or any other reporting and/or withholding requirements of any government). The Client must promptly provide all relevant information, details and/or documents as may be necessary to enable the Bank to comply with the same.

客戶承諾充分配合新永安的任何詢問，使得新永安能夠遵守任何外國法律，如美國《海外帳戶稅收合規法案》（及其後續修訂、替代或替換）及/或任何政府的任何其他報告及/或稅款扣繳義務要求。客戶必須及時為新永安提供所需的所有相關信息、細節或文件以使新永安遵守該等法律。

2.3 The Client confirms that the Client is solely responsible for understanding and complying with the Client’s reporting and/or tax obligations (including but not limited to large trader report, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of Account(s) and/or services provided by Xin Yongan and its Affiliates. Each Authorised Person acting in their capacity as an Authorised Person also makes the same acknowledgement in their own regard. Certain countries may have tax legislation with extra-territorial effect regardless of the Client or Authorised Person’s place of domicile, residence, citizenship or incorporation. The Client is advised to seek independent legal and/or tax advice. Neither Xin Yongan nor any Affiliate has responsibility in respect of the Client’s reporting and tax obligation in any jurisdiction which they may arise including but not limited to large trader report, any which may relate specifically to the opening and use of Account(s) and/or services provided by Xin Yong and its Affiliates.

客戶確認客戶應自行負責了解及遵守其因開立及使用帳戶及/或由新永安及其聯屬公司提供的服務或與之有關而在所有相關司法管轄區引起的申報及/或稅務責任（包括但不限於大額持倉申報、繳稅或提交報稅表或其他有關繳納所有相關稅項的所需文件）。各獲授權人亦以其獲授權人身份為自身作出相同承諾。某些國家的稅務法規具有域外效力，不論客戶或獲授權人的戶籍、住處、公民身份或成立地方。新永安及其聯屬公司均不提供稅務意見。新永安建議客戶尋求獨立法律及/或稅務意見。客戶在任何司法管轄區可能引起的申報及稅務責任，包括但不限



於大額持倉申報、任何特別有關開立及使用帳戶及/或新永安提供的服務的稅務責任，新永安及任何聯屬公司均無須負責。

### **3. Disclaimer, Indemnification and Termination**

#### **免責、彌償及終止**

3.1 Xin Yongan may take such action that it deems in its sole discretion as appropriate, in respect of the Account, including but not limited to suspending or closing the Account if the Client fails to comply with any requirement of this Foreign Law Requirements, including failing to provide information, documents and supporting materials as required by Xin Yongan or closure is otherwise necessary or convenient for compliance with any Foreign Law Requirements.

倘若客戶未能遵守本外國法要求的任何要求，包括未能提供新永安要求的資料、文件及支持材料，或者終結帳戶對於遵守外國法要求而言是必要或方便的，則新永安有自主酌情權可向帳戶採取所需行動包括但不限於暫停或終結帳戶。

3.2 The Client further acknowledges and agrees that :

(a) Xin Yongan has the right to refuse to carry out any instruction or perform any service under this Agreement if such instruction or service, in Xin Yongan's opinion, is in contradiction with or constitutes a breach of any Foreign Law Requirement and/or Xin Yongan's policies in relation thereof;

(b) any transaction, payment or instruction under this Agreement may be delayed, blocked, transferred or terminated as required for Xin Yongan to meet its obligations; and

(c) the Client waives any rights to claim for any loss, damage, cost or expenses suffered as a result Xin Yongan exercising its rights under the Foreign Law Requirements.

客戶進一步確認及同意：

(a) 倘若新永安認為本協議項下的任何指示或服務將違反任何外國法要求及/或新永安與之有關的政策，或者與之有所抵觸，新永安有權拒絕執行該等指示或提供該等服務；

(b) 如新永安為履行其義務而有需要的話，新永安可延遲、暫停、轉讓或終止本協議項下的任何交易、付款或指示；及

(c) 倘若因新永安行使其於本第外國法要求中的權利而致使客戶遭受損失、損害、成本或開銷，客戶於此放棄向新永安進行索償的一切權利。

3.3 If Xin Yongan terminates the services under this Agreement and close the Account(s) of the Client, then Xin Yongan shall have the right, by termination notice to the Client, to designate a day not earlier than the day such termination notice is effective as a close-out date and close out some or all of the outstanding transaction(s) in relation to the terminated Account(s) of the Client at Xin Yongan's sole and absolute discretion. For the avoidance of doubt, when exercising its right to close out the transactions pursuant to this Clause 3, Xin Yongan is not liable for any losses or damages arising therefrom.

倘若新永安終止本協議項下的服務並終結客戶的帳戶，則新永安有權以向客戶發出終止通知，其中指定某個不早於該終止通知生效日期的日子為結算日期，並依據新永安的唯一絕對酌情權終止并結算與客戶被終止帳戶有關的部分或全部未完成交易。為免存疑，在行使本第 3 條賦予的權利終止并結算交易時，新永安不對其中產生的任何損失或損害承擔責任。

3.4 This Foreign Law Requirements shall survive the termination of the Agreement, any termination by Xin Yongan of the provision of any services to the Client or the closure of any Account(s).

即使本協議終止、新永安終止對客戶提供任何服務或客戶的任何帳戶已關閉，本外國法要求繼續有效。



**中國新永安期貨有限公司**  
CHINA XIN YONGAN FUTURES COMPANY LIMITED

## Notice to Client Regarding Personal Data (Privacy) Ordinance 有關個人資料（私隱）條例向客戶發出的通知

This Notice is issued by China Xin Yongan Futures Company Limited (“Xin Yongan”) together with its subsidiaries, associated and related companies (collectively referred to hereinafter as “the Group”) to set out their policies and practices in relation to the collection of personal data from individual clients and other persons and the purposes of such collection.

本通知書由中國新永安期貨有限公司（“「新永安」”）及其附屬公司、聯屬及關連公司（統稱為“「集團」”）發出，羅列其在向個人客戶及其他人士收集個人資料之政策及實際應用與及收集資料所作之用途。

### Importance of Data Collection

#### 資料收集之重要性

From time to time, it is necessary for clients, persons providing a guarantee or security to secure the liabilities of a client or other persons to supply the Group with data in connection with the opening or continuation of accounts and the establishment or provision of services. Whilst data are provided on a voluntary basis, the Group may not be able to open and continue the accounts or provide services to the client if the client fails to supply the personal data requested by the Group.

客戶、對客戶之責任提供擔保或保證之人士或其他人士必須不時向集團提供與開立或延續戶口帳戶及設立或提供服務有關之資料。資料純屬自願提供，但若客戶未能提供集團所要求之個人資料，集團未必能夠開立及延續戶口帳戶或向客戶提供服務。

### Purposes of Data Collection and Usage

#### 收集資料之目的及用途

The personal data relating to a client, any person providing a guarantee or security to secure the liabilities of a client or any other person whose data are being held by the Group may be used by any member of the Group or the recipient thereof for the following purposes:

客戶、對客戶之責任提供擔保或保證之人士或集團持有其資料之任何其他人士有關之資料可由集團之任何成員或收取資料之人士作下列用途：

- i. opening, administering and continuation of the client's account;  
開立、管理及延續客戶之帳戶；
- ii. the daily operation of the services provided to the client;  
為提供服務予客戶之日常運作；
- iii. conducting credit checks;  
進行信貸調查；
- iv. ensuring ongoing credit worthiness of the client;  
確保客戶的信譽維持良好；
- v. designing financial services or related products for the client's use;  
為客戶設計金融服務或相關產品；
- vi. marketing financial services or related products;  
宣傳金融服務或相關產品；



- vii. determining the amount of indebtedness owed to or by the client;  
決定欠負客戶或客戶欠負之債項款額；
- viii. collecting amounts outstanding from the client and those providing security for the client's obligations;  
向客戶及對客戶之責任提供擔保之人士追收欠款；
- ix. meeting the requirements to make disclosure under any laws, rules or regulations applicable to any member of the Group;  
根據集團任何成員須遵守之法例、法規或規則作出披露；
- x. enabling an actual or proposed assignee of any member of the Group, or participant or sub-participant or transferee of the rights of any member of the Group in respect of the client to evaluate the transaction relating to the assignment, participation or sub-participation;  
使集團之任何成員的實際或建議承讓人，或集團任何成員對客戶的權利的參與人或附屬參與人或受讓人評核擬為該轉讓，參與或附屬參與的交易；
- xi. maintaining a credit history of the client (whether or not there exists any relationship between the client and the Group or the recipient of the data) for present and future reference; and/or  
維持客戶的信貸紀錄（不論客戶與集團或收取資料之人士是否有任何關係）供現時或將來參考之用；及/或
- xii. all other incidental and associated purposes relating thereto.  
所有其他附帶及相關之目的。

## Data Confidentiality

### 資料保密

Data held by the Group relating to a client will be kept confidential but the Group and the recipient thereof may provide such information to:

集團將對持有與客戶有關的資料保持機密，但集團及收取資料之人士可將該等資料提供予：

- i. any agent, contractor or third party service provider who provides administrative, telecommunication, computer, payment or securities clearing or other services to the Group in connection with the operation of the Group's business;  
任何代理人、承包商、或提供行政、電訊、電腦、付款或證券結算或其他和集團業務運作有關的服務的第三者服務供應人；
- ii. any other person under a duty of confidentiality to the Group which has undertaken to keep such information confidential;  
對集團有保密責任且已承諾將該等資料保密的任何其他人士；
- iii. any bank or financial institution (whether in Hong Kong or otherwise) with which the client has or proposes to have dealings;  
客戶與之進行或擬與之進行交易的任何銀行或金融機構(不論是否在香港)；
- iv. any credit reference agencies, and, in the event of default, debt collection agencies;  
任何信貸資料機構及(在違約的情況下)收債公司；
- v. any party giving or proposing to give a guarantee or third party security to guarantee or secure the clients' obligations;  
已對或擬對客戶之責任提供擔保或第三方保證之人士；
- vi. any legal, accounting or professional person, firm or body;  
任何法律、會計或專業人士、公司或團體；
- vii. any government, law enforcement or other regulatory authority, body or entity under any applicable laws, rules or regulations; and  
在任何規管法律、法規或規則下的任何政府、執法或其他規管機關、團體或實體；及
- viii. any actual or proposed assignee of any member of the Group or participant or sub-participant or transferee of the rights of the Group in respect of the client.  
集團之任何成員之實際或建議承讓人、集團任何成員對客戶之權利之參與人或附屬參與人或受讓人。

## Transfer of Data Outside Hong Kong

### 將資料轉移至外地

The Group may from time to time transfer the data of the clients outside Hong Kong for different purposes including processing and storage.

集團可能不時為不同的目的將客戶的資料轉移至香港以外之地方，包括處理及儲存。

## Use of Data in Direct Marketing

### 使用資料作直接行銷

The Group intends to use a client's data in direct marketing and the Group requires the client's consent (which includes an indication of no objection) for that purpose.

集團擬使用客戶的資料作直接行銷，而集團就此而言需要客戶的同意（當中包括表示不反對）。

### In this connection, please note that:

就此而言，請注意：

i. the name, contact details, products and other service portfolio information, transaction pattern and behaviour, financial background and demographic data of a client held by the Group from time to time may be used by the Group in direct marketing;

集團不時持有的客戶姓名、聯絡資料、產品及其他服務組合資料、交易模式及行為、財政背景以及人口統計資料，均可被集團用作直接行銷；

ii. securities, financial products, investment products of the Group might be marketed.

可能向客戶促銷及推廣服務及產品為本集團的金融服務、財務、投資相關服務及產品。

The above services, products and subjects may be provided by or (in the case of donations and contributions) solicited by:

以上服務、產品及標的可由新永安及／或以下人士提供或（如屬捐獻及捐贈）招攬：

i. the Group;

集團；

ii. third party financial institutions, insurers, credit card companies, securities and investment services providers;

第三方金融機構、保險公司、信用卡公司、證券及投資服務提供者；

iii. third party reward, loyalty, co-branding or privileges programme providers; and/or

第三方獎賞、忠誠度、品牌合作或優惠計劃的提供者；及/或

iv. charitable or non-profit making organisations;

慈善或非牟利機構

The Group may receive money or other property in return for providing the data to the other persons and, when requesting the Client's consent or no objection, the Group will inform the client if it will receive any money or other property in return for providing the data to the other persons. If a client does not wish the Group to use or provide to other persons his data for use in direct marketing as described above, the client may exercise his opt-out right by notifying the Group.

集團可能收取金錢或其他財產，以作為向其他人士提供資料的回報，而當要求客戶同意或表示不反對時，集團將告知客戶其會否就向其他人士提供資料而收取任何款項或其他財產以作回報。如客戶不希望集團使用或向其他人士提供其資料，以作上文所述的直接行銷之用，則客戶可透過通知集團行使其拒絕權。

## The Client's rights

### 客戶的權利



Under the Personal Data (Privacy) Ordinance (Cap 486) ("the Ordinance"), any person whose data are being held by the Group has the right to:

在個人資料（私隱）條例（香港法例第486章）（“「條例」”）下，其資料為集團所持有的任何人士有權：

- i. check whether the Group holds data about him/her and has the right of access to such data;  
審查集團是否持有其資料及有權查閱有關的資料；
- ii. require the Group to correct any data relating to him/her which is inaccurate;  
要求集團修正任何與其有關而不正確的資料；
- iii. ascertain the Group's policies and practices in relation to data and to be informed of the kind of personal data held by the Group;  
查悉集團對於資料的政策及實務及獲告知集團持有關於其之何種個人資料；
- iv. in relation to consumer credit, request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.  
就客戶的信貸而言，要求獲知會慣常向信貸資料機構或收債公司披露的資料項目，並進一步獲取資料以向相關的信貸資料機構或收債公司提出查閱及修正資料的要求。

In accordance with the terms of the Ordinance, the Group has the right to charge a reasonable fee for the processing of any data access request.

根據條例的條款，集團有權就處理任何查閱資料要求而徵收合理費用。

The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data can contact the Client Relationship Officer of Xin Yongan, with telephone number (86)4008-418-508 / (852)25297082, address: 12/F & 25/F, CMA Building, 64-66 Connaught Road Central, Hong Kong.

要求查閱資料或更改資料或要求提供政策及實際應用及資料種類須聯絡新永安客戶關係主任，電話為(86)4008-418-508 / (852)25297082，地址為香港干諾道中64-66號中華廠商會大廈12、25樓。

Any right conferred under the Ordinance shall only apply to individuals.

條例下所賦予之任何權利應僅適用於個人。





**中國新永安期貨有限公司**  
CHINA XIN YONGAN FUTURES COMPANY LIMITED

~~Remark: In case of discrepancies or conflicts between the English version and the Chinese version of this document, the language of the client's choice (English) English version shall prevail.~~

~~註：如中、英文版本有任何分歧，概以客戶選擇的語言（英文）版本為準。~~



## Client's Confirmation

### 客戶確認

I/We are the undersigned persons(s)/firms(s) and hereby confirm that I/we have read and fully understand the Client Agreement, Risk Disclosure Statements, Disclaimers, Notice to Client and Notice to Client Regarding Personal Data (Privacy) Ordinance, asked questions and sought independent legal advice (if necessary).

本人/吾等為下述簽署人，在此確認本人/吾等已經閱讀并完全理解「客戶協議書」、「風險披露聲明」、「免責聲明」、「客戶注意事項」、「有關個人資料(私隱)條例向客戶發出的通知」、提出問題及征求獨立的法律意見(如需要)。

Xin Yongan together with its subsidiaries, associated and related companies (collectively referred to hereinafter as the "Group") intends to use a client's data in direct marketing, please tick (✓) the following:

新永安及其附屬公司、聯屬及關聯公司(統稱為「集團」)擬使用客戶的資料作直接行銷，請在下列選項中勾選(✓)：

I/We hereby consent to Xin Yongan together with its Group and relevant third parties using and disclosing the personal data provided in this Agreement for the purposes of marketing and promoting products and/or services from Xin Yongan or any of its Group.

本人/吾等特此同意新永安及其集團、相關第三方，為行銷或推廣新永安或任何其集團成員之產品及/或服務的目的而使用及披露本協議書中所提供的個人資料。

I/We do not wish to receive information of products and/or services from Xin Yongan or any of its Group.

本人/吾等不希望獲收新永安或任何其集團成員之產品及/或服務的資訊。

簽署 Signature : \_\_\_\_\_

姓名 Name : \_\_\_\_\_

日期 Date : \_\_\_\_\_

帳戶號碼 Account No. : \_\_\_\_\_