



**KAB STRATEGY LIMITED**  
三甲金融策略有限公司

**CLIENT ACCOUNT AGREEMENT**

客户协议合约

**Licence Number:** 058/05  
**Registration Number:** HE 165975  
**Website:** [www.kabonline.com](http://www.kabonline.com)

**Telephone:** (357) 2481 5186  
**Fax:** (357) 2481 5187  
**Email:** [info@kabonline.com](mailto:info@kabonline.com)

**Address:** Office 203, Stavrakis Court, 13 Griva Digeni Avenue, 6030 Larnaca, Cyprus



## CLIENT ACCOUNT AGREEMENT

Account No.: \_\_\_\_\_

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between KAB STRATEGY LIMITED ("KAB"),

1. A Licensed Corporation registered under the Cyprus Securities & Exchange Commission (CySEC);
2. Registration number: HE 165975;
3. License Number: 058/05; and
4. Situated at Office 203, Stavrakis Court, 13 Griva Digeni Avenue, 6030 Larnaca, Cyprus and the party ("the Client") whose name, address and descriptions are set out in the Account Application Forms and the related documents hereto.

This document together with the related account application form contains important terms and conditions that apply to and constitute the agreement on all Accounts with KAB STRATEGY LIMITED. Please read this Agreement carefully and retain it for your future reference.

## STANDARD TERMS AND CONDITIONS OF CONTRACT

### 1. Definitions

#### 1.1 In this Agreement:

"Account" means any account from time to time opened in your name and maintained with us for the Services;

"Agents" means all agents, associates, affiliates, nominees, dealers, brokers, counterparties, contractors, custodians, information service providers, providers of execution facilities and providers of other financial products (including their respective delegates) as may from time to time be engaged by us in providing the Services;

"Agreement" means this agreement as may from time to time be amended or supplemented;

"Clearing House" means any securities clearing company in relation to any Exchange, the clearing house providing services similar to those of any clearing company to such Exchange;

"Clearing Regulations" means the General Regulations and Procedural Manual of the clearing house providing clearing services to members of any Exchange in Cyprus, USA and/or other countries for contracts traded through or on the floor of that Exchange;

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

"Client Information Statement" means the information provided by the Client in the account applicant form to KAB before the opening of the Account, as required by the Rules of any Exchange in USA and/or other countries;

"Closing out" in relation to either a Futures Contract or an Option Contract held by KAB on behalf of the Client, means entering into a second Futures Contract or Option Contract (as the case may be) in identical terms to the first-mentioned contract, except:

- (i) That the price may not be the same as the price specified in the first-mentioned contract; and
- (ii) the Client takes the opposite side to the side he holds under the first-mentioned contract, for the purpose of crystallizing the profit or loss on the first-mentioned Futures Contract or Option Contract, and the expression "close out" shall be construed accordingly;

"Compensation Fund" means the compensation fund established pursuant to any similar legislation in USA and/or other countries;

"Dormant" means, in respect of any Account, the state of any Account that has recorded no trading activity for a continuous period of twelve (12) months.

"Exchange" means any Securities or futures association, market or exchange through which you instruct us to transact Securities, Futures Contracts or Options Contracts on your behalf;

"Futures Contract" or "Futures" means a contract executed on any commodity, futures or options exchange, the effect of which is that:

- (a) one party agrees to deliver to the other party at an agreed future time an agreed Commodity or quantity of a Commodity at an agreed price; or
- (b) the parties will make an adjustment between them at an agreed future time according to whether the agreed Commodity is worth more or less or, as the case may be, stands higher or lower at that time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the commodity, futures or options exchange in which that contract is made;

"Cyprus" means the Republic of Cyprus;

"Instruction" means any instruction given by you for the buying, selling, other disposition or dealing of any Securities, the purchase, sale or closing out of any Futures Contract or Option Contract or the utilization of the Services;

"Open Contract" means a Futures Contract or an Option Contract which has not been closed out;

"Option Contract" or "Option" means a contract executed between one party (in this definition called the "first party") and another party (in this definition called the "second party") on any commodity, futures or options exchange under which:

- (a) the first party grants the second party the right, but not the obligation, to buy an agreed Commodity, or quantity of a Commodity, from the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to buy:
  - (i) the first party is obliged to deliver the Commodity at the agreed price;
  - (ii) the second party receives a payment referable to the amount (if any) by which the Commodity is worth more than the agreed price, such payment being determined in accordance with the rules

## 客户协议合约

户口号码: \_\_\_\_\_

本协议由三甲金融策略有限公司(「三甲」)

1. 根据塞浦路斯证券及交易所条例注册为持牌法团;
2. 注册编号为:HE 165975;
3. 牌照号码为:058/05 ;及
4. 注册地址为 Office 203, Stavrakis Court, 13 Griva Digeni Avenue, 6030 Larnaca, Cyprus 与在客户户口申请表内列出姓名、地址及详情的一方(客户), 于\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日订立。

本文档通过相关之户口申请表内均含适用于及构成所有在三甲金融策略有限公司及开设之户口之协议。请小心细阅本协议并保留作日后参考之用。

## 客户协议合约条款

### 1. 定义

#### 1.1 在本协议中:

「户口」指以阁下之名义在三甲开立及维持之任何户口;

「代理人」指所有在吾等提供服务时, 不时聘用之代理人、相联者、附属成员、代名人、交易商、经纪、对手方、承办方、保管人、信息服务提供商、执行设施提供者及其它金融产品提供者(包括其各自之授权代表);

「协议」指本协议(包括任何不时作出之修订及增补);

「结算所」指与任何交易所相关联的任何证券结算公司, 结算所提供交易所的结算公司相关类似的服务;

「结算规则」指就塞浦路斯交易所合约向塞浦路斯交易所会员提供结算服务的结算所的一般规则及程序手册, 及向任何美国及/或其它国家交易所会员, 提供任何透过该等交易所进行合约买卖的结算服务的结算所的一般规则;

「商品」指任何物品包括但不限定于农产品、金属、货币、股票、利率、指数(包括股票指数或普他指数)或其他金融合约、能源、权益或权利、及如情况所需包括以上任何一项的期货/期权合约(不论是否须于预定期限交货);

「客户资料声明」指根据美国及/或其它国家任何交易所规则, 例如, 芝加哥交易所、芝加哥商品交易所有限公司、商品交易所有限公司(纽约)、纽约期货交易所有限公司等等之规则的条文要求下, 客户在开立账户之前向三甲提供的客户数据声明;

「平仓」就三甲代客户持有的期货合约或期权合约而言, 指订立与前述合约同条款的第二张期货合约或期权合约(视乎情况而言), 除了:  
(i) 价格可能未必与前述合约内的价格相同; 及  
(ii) 客户采取与其持有前述合约的持仓方向相反, 以实现前述期货合约或期权合约的利润或亏损, 而「平仓」一词将据此诠释;

「赔偿基金」指根据商品交易条例或根据美国及/或其它国家法制设立的任何类似赔偿基金;

「不活跃户口」是指过去十二个月内没有买卖记录的客户户口。

「交易所」指由阁下指示吾等代表阁下通过其进行证券期货合约或期权合约交易之任何证券或期货公会、市场或交易所。

「期货合约」或「期货」指任何商品期货或期权交易所订立并具有以下效力之合约:  
(a) 一方当事人允诺在双方同意的预定时间及价格, 交予另一方当事人双方认可之商品或双方认可数量的商品; 或  
(b) 双方将在预定时间内根据该认可商品当时之价值与订立合约时双方协议的价值作出调整, 无论前者之价值较后者之价值高或低, 有关差额将根据管辖该合同之商品、权货或期权交易所规则决定;

「塞浦路斯」指塞浦路斯共和国;

「指示」指由阁下就买入卖出或任何证券之其它安排或交易、购买、出售或抛售任何期货合约或期权合约或对吾等服务之应用所发出之指示;

「未平仓合约」指尚未平仓的期货合约或期权合约;

「期权合约」或「期权」指一方(在此定义中称为「第一方」)与另一方(在此定义中称为「第二方」)在任何商品期货或期权交易所订立的合约。藉此:

- (a) 第一方向第二方授予在预定时间当日或之前或在订定时间当日(视乎所属情况而定)以预定价格向第一方购买认可商品或认可数量的商品的权利(但并非责任)及在第二方行使其购买权的情况下:
  - (i) 第一方由责任以预定价格交付商品;
  - (ii) 第二方将根据商品价值超出预定价格(如有有的话)的程度计算收取一笔款项。该款项乃根据有关合约所订立的商品、期货或期权交易所的规则而决定; 或

of the commodity, futures or options exchange in which the contract is made; or

(b) the first party grants to the second party the right, but not the obligation, to sell an agreed Commodity, or quantity of a Commodity, to the first party at an agreed price on or before an agreed future date or on an agreed future date as the case may be and, in the event that the second party exercises his right to sell:

(i) the first party is obliged to take delivery of the Commodity at the agreed price; or  
(ii) the second party receives a payment referable to the amount (if any) by which the agreed price is worth more than the Commodity, such payment being determined in accordance with the rules of the commodity, futures or options exchange in which the contract is made; a contract falling within sub-paragraph (a) being a "Call Option" and a contract falling within sub-paragraph (b) being a "Put Option";

"Services" means the facilities provided by us which enable you to give Instructions to purchase, sell, custodize and otherwise deal with Securities and/or Commodities (as the case may be) and any balance in the Account and utilize margin facility available or borrow from us in accordance with the provisions of this Agreement, and information services;

"Securities" means any shares, stocks, debentures, loan stocks, funds, unit trusts, bonds, or notes or other similar instruments of any kind of, to be issued or issued by, a body (whether incorporated or unincorporated) or of a government or government authority and includes all rights, warrants, options, forward or futures contracts or interests relating thereto, and any instruments commonly known as securities and /or derivative products;

"Transaction" means an executed Instruction;

"We", "us" or "our" means KAB STRATEGY LIMITED (as the case may be);

"You" and "your" means the person(s) (including any corporation) who sign the related account application form and who utilize(s) any particular Account.

- 1.2 The heading of each provision is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
- 1.3 References to "other", "include" and "including" in this Agreement shall not be construed restrictively although they are respectively preceded or followed by words or examples indicating a particular class of acts, matters or things.
- 1.4 References to the singular shall include the plural and vice versa. Words importing a gender shall include every gender.

## 2. Application

This Agreement sets out the conditions subject to which we agree to open and maintain one or more Accounts in your name, to act as dealer and broker for you in the sale, purchase and other dealing of Securities, including but not limited to Securities traded on any exchange, in the sale, purchase and closing out of Futures Contracts and Options Contracts and to provide the Services to you. All Transactions for the sale, purchase and other dealing of Securities executed by us for you are subject to this Agreement. All Transactions for the sale, purchase and closing out of Futures Contracts and Option Contracts executed by us for you are subject to this Agreement and our futures, Commodities, Options on Futures Trading Addendum.

## 3. Agreement

You hereby agree to observe and be bound by the provisions of this Agreement and any deletions, additions or amendments as may from time to time be made by us at our discretion.

## 4. Modification of Agreement

### 4.1 Mode of modification

We may change the terms and conditions at any time by conspicuously posting notice of such change in the Customer Agreement online, located in the customer service section of our website. We may also notify you of any changes by sending a written notice or the revised Agreement to you.

### 4.2 Acceptance by you

Continued use of our Services after such notice will constitute acknowledgment and acceptance of the revised terms and conditions by you. You may review the changes online at any time by referring to our "Customer Service" section online and clicking on the "Customer Agreement" box.

## 5. Our and Agents' Capacities

### 5.1 Use of Agents

We are authorized to engage the services of and delegate the performance of any part of the Services to any Agents who may act as principals or agents to us or you.

### 5.2 Risk of Agents and Transactions

You assume full risks of the Agents' performance and full responsibility for the profitability or suitability of your Transactions.

## 6. Choice of Exchange; Applicable Rules and Regulations

### 6.1 Transaction on any Exchange

We may effect all Transactions directly through any Exchange where we are authorized to transact business and we may, at our discretion, deal through any Exchange indirectly through any of the Agents.

### 6.2 Rules of Exchange

All Transactions effected by us are subject to the constitution, rules, regulations, customs and usages of the relevant Exchange or Clearing House, if any, and the laws of applicable jurisdiction which are binding on us and the Agents.

## 7. Non-Cypriot Residents or Corporations

7.1 Instructions given outside Cyprus or by non-Cypriot resident or corporation. If you reside or (being a corporation) are incorporated outside Cyprus, or give Instructions outside Cyprus, you agree to ensure and represent that such Instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to you or from which your Instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction.

### 7.2 Taxes outside Cyprus

You agree to pay any taxes, duties, impositions or charges payable to the relevant authorities in respect of your residing or the giving of any Instructions outside Cyprus and the execution of your

(b) 第一方向第二方授予在订立时间当日或之前或订立时间当日(视乎所属情况而定)以预定价格向第一方出售认可商品或认可数量的商品的权利(但并非责任)及, 在第二方行使其出售权的情况下:

(i) 第一方有责任以预定价格接受商品交付;  
(ii) 第二方将根据预定价格超出商品价值(如有话)的程度计算收取一笔款项, 该款项乃根据有关合约所订立的商品、期货或期权交易所的规则而决定; 分段(a)所述的合约为"认购期权"分段(b)所述的合约为"认沽期权";

「服务」指由吾等所提供, 让阁下就买入、卖出、监管及在其它情况下处理证券及/或商品(视乎所属情况而定)及任何户口结余及根据本协议规定可供使用或由本公司借出之保证金贷款, 及信息服务发出指示之设施;

「证券」指任何由一个团体(不论属法团与否)、政府或政府机关所将发行或已发行之股份、股额、债权证、债权股额基金、单位信托、债券票据或其它类似之工具, 包括所有权利、认股权证、期权、期货合约或权益、及任何通常被称为证券的文书;

「交易」指已执行之指令;

「吾等」指三甲金融策略有限公司;

「阁下及阁下之」指签署相关之户口申请表及动用任何户口要项之人士(包括任何公司)。

- 1.2 各条文之标题均仅供参阅之用, 不应视为修改或限制在修文中列明之任何权利或义务。
- 1.3 即使在本协议中"其它"、"附加"及"包括"之提述, 其前或后已有字词或例子标示其一特定类别之作为、事件或事物, 亦不应因而只局限性地解释。
- 1.4 单身形式之提述应包含复数形式, 反之亦然。意指某一性别之字词应包含各种性别。

## 2. 适用范围

本协议讲开列出条款, 吾等在符合该些条款的情况下, 同意以阁下之名义开设并维持一个或以上的户口, 作为阁下之证券买卖及其它交易之交易商及经纪, 包括但不限于任何交易所, 购买, 出售或抛售任何期货合约或期权合约, 并为阁下提供服务。所有由吾等代表阁下执行之证券出售, 购买及其它买卖交易均受制于本协议。所有由吾等代表阁下执行之期货合约及期权合约出售, 购买及其它买卖交易均受制于本协议及吾等之商品交易附件。

## 3. 协议

阁下仅此同意遵守并接受本协议之条文约束, 而吾等具酌情决定权适时对之进行删除、增补或修改。

## 4. 本协议之修订

### 4.1 修订方式

吾等可随时修改本协议条款, 但须于吾等网站商「客户服务」网页, 将修订条款的通知明显地刊登。吾等亦可寄送书面通知或已修订之协议给阁下, 以通知阁下任何变更。

### 4.2 阁下的接纳

若阁下在该等修订条款的通知公布后, 仍继续使用吾等或吾等之服务。阁下即会被视作已承认并接受该修订条款。客户可随时到吾等网站上的「客户服务」网页, 点击「客户协议」方格, 复核该等变更。

## 5. 吾等及代理人之职分

### 5.1 代理人之聘用

吾等获授权采用任何代理人之服务及将执行服务之任何部分授予任何代理人, 而代理人可接管为委托人或吾等或阁下之代理人身份。

### 5.2 代理人及交易之风险

阁下须承担代理人之作为而引致的一切风险及承担阁下交易之盈利能力或适当性之责任。

## 6. 交易所之选择; 适用规制及规例

### 6.1 于任何交易所进行交易

由吾等可通过获授权作为业务交易之任何交易所直接进行所有交易, 而吾等亦可具的酌情决定, 透过任何代理人间接通过任何交易所交易。

### 6.2 交易所之规则

由吾等实行之所有交易均需符合有关交易所或结算所之章程、规则、规例。惯例及常例所采取之行动的规限。如有话, 及对吾等及代理人均具约束力的适用司法管辖区之法律。

## 7. 非塞浦路斯居民或公司

### 7.1 从塞浦路斯以外地方或由非塞浦路斯居民发出指示

若阁下于塞浦路斯以外居住或发出指示, 阁下同意确保及声明该指示为符合阁下发出指示当地之有关司法管辖区之通用法律, 如有任何疑问, 需向该有关司法管辖区咨询及听取法律意见。

### 7.2 塞浦路斯以外地方之征税

阁下同意就阁下于塞浦路斯以外居住而发出的任何指示及为其执行须向有关当局缴交任何税

Instructions.

## 8. Representations, Warranties and Undertakings

### 8.1 Accurate information

You warrant and confirm that the information provided by you to us in connection with this Agreement and the related account application form from time to time is complete, accurate and up-to-date. We are entitled to rely on such information until we have actually received any notice of change from you in writing or in such other manner as may be acceptable to us.

### 8.2 Age

If you are an individual, you represent that you are of sufficient legal age to enter into this Agreement.

### 8.3 Not Licensed or Registered Person

You represent that, unless you have previously disclosed in writing to us, you are not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any licensed or registered person under the legal framework of the Cyprus capital market, or an introducing broker, or an officer, partner, director or employee of any securities broker or dealer.

### 8.4 Responsible Person

You are the person ultimately responsible for originating the Instructions in relation to each Transaction in your Account and shall stand to gain the commercial or economic benefit of such Transaction and/or bear their commercial or economic risk (except where such other person has been disclosed to us by you by written notice).

## 9. Undertaking to notify Material Change in Information

Each party to this Agreement undertakes to notify each other of any material change in any information provided by such party in or pursuant to this Agreement.

## 10. Joint Accounts

### 10.1 Right of survivorship

If any Account is opened in joint names, such Account shall be held by the Account holders as joint tenant with rights of survivorship (with the balance of the Account belonging to the survivor). Each joint account holder irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. We are authorized to act upon the instructions of either of the joint Account holders, send confirmation advice, notices or other communications to either of the joint Account holders, or otherwise deal with either of the joint Account holders. Each of the joint Account holders shall be liable, jointly and severally, for any amounts due to us pursuant to this Agreement, whether incurred by either or both of them.

### 10.2 Notice of death

You undertake to give us immediate notice in writing of the death of any joint Account holder. In the event of such death, we may take such steps, require such documents, retain any part of any Account and restrict Transactions in any Account as it may at our discretion deem necessary, advisable or desirable to protect our interests with respect to any tax, liability, penalty or loss under any present or future law.

### 10.3 Payment of tax or expense

You agree that any tax or other expense as the result of the death of one of the joint Account holders, or through the exercise by the deceased's estate of any rights in such Account, shall be payable out of any Account or chargeable against the interest(s) of the survivor(s) as well as against the interest of the deceased's estate.

## 11. No Advice

### 11.1 Own judgment

You agree that we (including our directors, officers, employees and the Agents) do not provide tax, legal or investment advice nor do we give advice or offer any opinion or recommendation with respect to the suitability of any Securities or Transaction. You agree that you, independently and without reliance on us, make your own decisions and judgments with respect to your Instructions.

### 11.2 Data not advice or recommendation

While the Services enable you to access any investment research reports or other data of the Agents through the Internet or other medium, including computerized online data, the availability of such information does not constitute any advice, opinion or recommendation to buy or sell all or any of the Securities. Any investment decisions you make will be based solely on your own evaluation of your financial circumstances and investment objectives.

### 11.3 No liability on data

You further agree that we (including our directors, officers, employees and the Agents) shall not be liable in respect of any information rendered, whether such information was given at your request.

### 11.4 Material interest

When effecting Transactions for you, we, or one of our associated companies may have an interest, relationship or arrangement that is material in relation to the Transaction or the Securities concerned. In particular, either ourselves, our Agents or any of our associated companies may:

- (a) effect Transactions with you as principal for their own account;
- (b) effect Transactions in Securities where they have a position in the relevant Securities or are involved with those Securities as underwriter, sponsor or otherwise;
- (c) effect Transactions in Futures Contracts or Options Contracts where they hold an opposite position; or
- (d) match your orders with those of other customers.

## 12. Instructions

### 12.1 IDs and Passwords

We will allocate a number, code or other sequence to you to gain access to each of your Accounts ("the ID") and you will also have to designate an identification number, code or other sequence for the purpose of gaining access to our Services ("the Password").

### 12.2 Mode of Instructions

You shall from time to time give Instructions, either through the Services electronically, verbally, by telephone or facsimile transmission or in writing. On receipt of such Instructions, we shall so far as we consider it reasonably practicable sell, purchase and/or deal with Securities or sell, purchase or close out Futures Contracts or Options Contracts in accordance with those Instructions, provided always that we may at our discretion (such discretion not to be exercised in an unreasonable manner) accept or reject any purchase Instructions. If we consider necessary, we may require you to quote the ID and the Password applicable to your relevant Account and if you fail to do so, we may refuse to accept your Instructions.

额、税项、征税或费用。

## 8. 声明、保证及确认

### 8.1 数据准确

阁下保证并确认阁下不时就本协议及相关之户口申请表而提供予吾等之数据均为完整正确及最新。在吾等实际收到阁下以书面或吾等接受的其它方式送来之任何更新数据前，吾等有权依赖于阁下之前提供的数据。

### 8.2 年龄

若阁下为个人，阁下须表明已达可订立协议之合法年龄。

### 8.3 非持牌人及注册人

除非阁下已另行以书面向吾等申报，阁下现陈述阁下并非任何交易所、交易委员会、结算所、银行或信托公司员工或高级人员，根据《塞浦路斯资本市场的法律体系下注册》的持牌人或注册人或任何引荐经纪的联属人、任何证券经纪或交易商的高级人员、合伙人、董事或员工。

### 8.4 负责人

对户口内的每宗交易而言，阁下是最初负责发出有关指示的人及将会促该宗交易取得商业或经济利益及/或承担其商业或经济风险的人（除非阁下另行以书面形式向吾等作出知会）。

## 9. 保证就数据内容之重大变更进行通知

本协议双方保证通知对方任何根据本协议提供之资料之任何重大变更。

## 10. 联名户口

### 10.1 生者享有继承权

若阁下之任何户口以联名开立，除非阁下通知吾等并提供吾等所要求之档，否则该户口应为所有户口持有人以联名共有形式持有，生者享有继承权（给付生者），每一联名户口持有人不可撤销或委任其它持有人为授权人，代表其作出各种行动，并就本协议所有相关事宜上作其代表，吾等获授权执行任何联名户口持有人之指示，或向任何联名持有人发出确认通知、其它通知书或通讯、或在其它情况下与任何联名户口持有人往来。对于依据本协议规定应向吾等支付之任何款项，不论有关债务是其中一位或所有联名户口持有人所引用，每位联名户口持有人均须共同及个别负责。

### 10.2 身故通知

阁下保证会就任何联名户口持有人身故，实时向吾等作书面通知。在联名户口当中有人身故的情况下，吾等可根据其酌情决定其认为必须合宜或适宜而作出的步骤，要求提供该等档，保留任何户口之任何部分及限制任何户口持有人之交易，以保护其在现行或以后的法律下、在任何税项、法律责任、罚则或损失方面的权益。

### 10.3 缴付税款或开支

阁下同意因联名户口持有人当中有人身故或因动用死者在该户口中的任何权益之财产，所引致之税收或其它开支，应就任何户口而缴付或向在生者之利益及死者财产之利益征收。

## 11. 不提供意见

### 11.1 自行判断

阁下同意吾等（包括董事、高级人员、雇员及代理人）不提供税务、法律或投资顾问服务，对于任何证券或交易是否适合投资者亦不作任何意见或建议。阁下同意，在完全独立并未有依赖吾等的情况下作出阁下自行决定及判断的指示。

### 11.2 不具提议或建议之数据

当服务内容透过互联网或其它媒介（包括网上数据）获取投资研究报告或代理人的其它数据，该些数据之提供并不构成任何买卖证券之提议，意见或建议。阁下所作之任何投资决定，完全根据阁下自行评估阁下个人之财务状况及投资方针后作出之决定。

### 11.3 不就资料负法律责任

阁下同意吾等（包括吾等之董事、高级人员、雇员及代理人）不应就任何所提供之数据负上法律责任，不论数据是否因阁下之要求所提供。

### 11.4 重大利益

在为阁下执行交易时，吾等或吾等之其中一间联营公司可能于该项交易或相关证券拥有重大利益，存在关系或安排。尤其，吾等，吾等之代理人或任何吾等之联营公司可能：

- (a) 以主事人身份为自己的利益与阁下进行交易；
- (b) 持有有关交易涉及的证券的仓位或为有关证券的包销商，保荐人或其它身份参与该等证券之交易
- (c) 进行期货合约或期权合约交易，纵使他们持有相反的仓位；或
- (d) 将阁下之指令与其它客户之指令配对。

## 12. 指示

### 12.1 密码及用户标识符

吾等将向阁下分配一个号码、代码或其它编码（以下简称为“密码”：让阁下动用阁下任何之户口，阁下并必须指定一组身份识别号码，代码或其它编码用作透过吾等之服务与吾等往来（以下简称为“用户标识符”。）

### 12.2 指示方式

阁下应不时透过吾等所提供之服务以电子方式、口头、电话或传真或书面形式发出指示，一旦接到该指示后，吾等应根据该指示按其认为合理可行作证券买卖及/或交易或出售，购买或抛售期货合约或期权合约，但吾等可酌情决定（但该酌情权不可以不合理的方式行使）是否接受任何购入指示的情况为限，若吾等认为需要的话，吾等可要求阁下提供有关户口的密码及用户标识符，若阁下未能提供，吾等可拒接受阁下的指示。



### 12.3 Instructions using Password and ID deemed valid and binding

We are authorized to act on and treat as valid any Instructions given in the manner specified in Clause 12.2, without any inquiry by us as to the authority or identity of the person purporting to give such Instructions or its authenticity, regardless of the prevailing circumstances or the nature of the Instructions and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions.

### 12.4 Your responsibility is to safekeeping Password and ID

You accept full responsibility for the use, security and protection of the Password and the ID as well as for any Transaction (whether authorized or not) on an Account opened, held or accessed through the Password or the ID.

### 12.5 Breakdown of transmission of communication facilities

You agree that we will not be responsible for any delay or error in, or distortion or incompleteness of, transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities or unreliable medium of communication.

### 12.6 Validity period of Instructions

All Instructions are good for the day on which they were given. They will be automatically cancelled if not executed by the close of trading on the relevant Exchange or such other expiration date required by the relevant Exchange. Any Instructions received on a trading day after the close of trading on the relevant Exchange will be carried forward to the next trading day of that Exchange, and this Clause 12.6 will apply accordingly. We may execute the Instructions at any time prior to their automatic cancellation or receipt of cancellation Instructions and you accept full responsibility for the Transactions so executed.

### 12.7 Change of Instructions

You may request to cancel or amend your Instructions but we may at our discretion (such discretion not to be exercised in an unreasonable manner) refuse to accept any such request. Instructions may be cancelled or amended only before execution. Cancellation of market Instructions are rarely possible as they are subject to immediate execution. In the case of full or partial execution of your Instructions before cancellation, you accept full responsibility for the executed Transactions and we shall incur no liability in connection therewith.

### 12.8 Execution Agent

We will usually act as your execution agent in relation to your Instruction. However, if we act as principal to any Transaction, this will be disclosed to you in the relevant daily activities statements.

## 13. Restrictions on Trading

We may at any time, at our discretion and without prior notice to you, suspend, prohibit or restrict your ability to give Instructions or to substitute Securities in the Account.

## 14. Consolidation, Disaggregation and Prioritization of Orders, Partial Execution and IPO Application

### 14.1 Consolidation or disaggregation orders

You authorize us at any time and in our discretion to consolidate and/or disaggregate Instructions to purchase and/or sell Securities or to sell, purchase or close out Futures Contracts or Option Contracts on your behalf with similar Instructions received from other clients.

### 14.2 No less favorable execution

We will ensure that such consolidation or disaggregation will not result in the execution of your Instructions at a price less favorable than could have been achieved had your Instructions been executed individually. If insufficient Securities, Futures Contracts or Option Contracts (as the case may be) are available to satisfy purchase orders so consolidated, the number of Securities, Futures Contracts or Option Contracts (as the case may be) actually purchased shall be divided proportionately between the individual Instructions which were consolidated.

### 14.3 To prioritize for best execution

You acknowledge and agree that we and/or our Agents may at any time prioritize Instructions for best execution pricing.

### 14.4 Acceptance of lesser amount

Where an Instruction for effecting Transactions in Securities, Futures Contracts or Option Contracts (as the case may be) of a specified quantity cannot be effected in full, it may be effected in any lesser amount or quantity. In that event, such portion executed shall be binding on and be accepted by you.

### 14.5 Initial Public Offering application

You may request us to subscribe for new issue of Securities on your behalf. We may be required to provide warranty or make representation in respect of such application, including but not limited to the following:

- (a) that we have due authority to make such application on your behalf;
- (b) that no other application is being made for your benefit whether by yourself or by any other person other than the application submitted on your behalf.

You hereby expressly authorize us to provide such warranty and representation to the relevant Exchange or issuer of the relevant Securities. You acknowledge that the aforesaid declaration will be relied upon by the issuer of the relevant Securities in deciding whether or not to make any allotment of Securities in response to the application made by us as your agent.

### 14.6 Financing service of Initial Public Offering application

At your request, we will provide financial accommodation ("the Facility") to facilitate the subscription of new issue of Securities, and, where applicable, for the continued holding of those Securities. The Facility shall be subject to our overriding right of demand for repayment at any time. The Facility may also be terminated by us at any time without prior notice to you. Interest (and default interest) shall be payable on any amount outstanding under the Facility at such rate and in such manner as we may from time to time determine and notify you and shall accrue from day to day on the daily amounts outstanding. You shall, upon our demand at any time, repay to us all principal and interest accrued thereon outstanding under the Facility, but nothing in this Clause shall prejudice our rights, powers and remedies under any security document executed in our favor in respect of the Facility. The use of the Facility will constitute acknowledgment and acceptance of the terms and conditions by you for the Facility.

## 15. Settlement

### 15.1 Default in making delivery

(a) You undertake not to give any Instructions for sale of Securities which you do not own (i.e. involves short selling). However, you may subscribe to short selling services by entering into another agreement with us.

(b) In case of sale of Securities by us at your Instructions, if we are not able to deliver Securities because of your failure to make timely delivery to us, then, subject to the provision of any applicable laws, rules or regulations, we are authorized by you to borrow, purchase or otherwise

### 12.3 使用密码及用户标识符之指示具有效力及约束力

吾等有权奉行第 12.2 条中所述之方式发出之任何指示及将之视作具有效力，而吾等不会对查究宣称发出该指示之人士的权限或身份或该指示之真实性，不论当时之情况或指示之性质，即使指示的字词中有任何误差、误解、瞒骗、虚假或不清晰之处。

### 12.4 阁下妥善保管密码及用户标识符之责任

对于密码及用户标识符之使用、安全及保密、以及通过任何用密码或用户标识符开立，持有或动用的户口进行之任何交易（不论是否经授权），阁下应负所有责任。

### 12.5 通讯设备之故障

阁下同意吾等毋须就通讯设备或不可靠之媒介之传送中断或故障而引致之任何指示之传送、接收或执行之延误或错误或歪曲或不完整负上责任。

### 12.6 指示之有效期

所有指示于发出当日有效，该等指示如未能在有关交易所收市前或相关交易所规定之其它届满日期前执行，将自动撤销。任何于相关交易所交易日收市后收到之指示将延之至下一个交易日执行，而本 12.6 条将据此而适用于该等指示，吾等可于该等指示自动撤销或收到取消指示前随时执行该等指示，而阁下会对因此执行之该等交易负上全责。

### 12.7 指示之改变

阁下可要求取消或修改阁下之指示，但吾等可酌情决定（但该酌情权不可以不合理的方式行使）拒绝接纳该等要求，指示只可于执行前取消或修改。由于市场指示会实时执行，取消指示的机会相当罕有，若阁下取消指示前已全部或部分执行，阁下接受对已执行之交易负上全责，而吾等无须就此负上法律责任。

### 12.8 执行代理

吾等一般以执行代理人身份执行阁下的指示。但若吾等就任何交易以主事人行事，吾等将于有关每日交易结算中列明。

## 13. 交易上之限制

吾等可随时按吾等之酌情决定暂时终止、禁止或限制阁下发出指示或取代户口中证券的能力，而不须向阁下作事先通知。

## 14. 合并、分拆及先考虑指令、部分执行指令及发售新股之申请。

### 14.1 合并或分拆指令

阁下授权吾等可随时酌情决定，代表阁下将阁下的买卖证券或出售、购买或抛售期货合约或期权合约指示与其它客户类似的指示合并及/或其将其分拆。

### 14.2 不作不利之买卖执行

吾等将确保合并或分拆将不会引致执行阁下指示之价位较差于阁下执行独立指示而取得之价位。若因所持之证券、期货合约或期权合约（视乎所属情况而定）不足以应付购买指令而进行合并，实际购买之证券、期货合约或期权合约（视乎所属情况而定）数目将会在经合并的独立指示间按比例分配。

### 14.3 优先排列最佳之买卖执行

阁下认知并同意吾等及/或吾等代理人可随时为争取最佳执行价位优先排列指示。

### 14.4 接受较低款项

若特定数量之证券，期货合约或期权合约（视乎所属情况而定）交易之指示未能全数执行，吾等可酌情决定以较低数量执行证券之交易，在该种情况下，该已执行之部分将对阁下具约束力，而阁下将接受该以已执行之部分。

### 14.5 发售新股之申请

阁下可要求吾等代表阁下认购新发行之证券。吾等可能被要求就该项申请作出保证或作出声明，包括但不限于下列各项：

- (a) 吾等获适当授权代表阁下作出该等申请；
- (b) 除吾等代阁下提出之申请外，阁下并无为阁下之利益以自己或通过任何其它人士提出其它申请

阁下仅此表明授权吾等向有关交易所或证券发行人提供该项保证或声明。阁下知悉有关证券之发行人将依赖上述陈述，决定是否就吾等代阁下作出之申请作出股份分配。

### 14.6 发售新股之财务通融

在阁下要求吾等时，吾等可提供便利认购新发行之股票、或继续持有(如若适用)该等证券的财务通融(以下简称「财务通融」)。吾等在任何时间有凌驾权随时要求还款。吾等可于任何时间终止财务通融而毋需向阁下发出事前通知。阁下须就财务通融的任何欠款支付按每日欠款金额逐日计算的利息(及因欠缴而须支付的利息)，利率及支付方式由吾等不时决定并通知阁下。阁下须就吾等随时作出之要求清偿所有财务通融的本金及利息，但此条款不会妨碍阁下就财务通融向吾等提供的任何抵押赋予吾等的权利、权力及补偿。阁下一旦使用财务通融，即为承认并接受财务通融之条件及条款。

## 15. 结算

### 15.1 不履行交付

(a) 阁下保证不会发出售卖不属于阁下的证券之指示（即包含卖空行为）。然而，阁下可透过与吾等订立另一份协议而采取卖空服务。

(b) 如吾等按阁下之指示出售证券，若因阁下未能如时向吾等交付而致使吾等未能交付证券，这样，按照任何适用法律、法规或法例之条文。吾等获阁下授权借取、购入或以其它方式取得可完成交付所需之证券。

acquire Securities necessary to complete delivery.

(c) You shall be liable and shall indemnify us for any costs, charges, loss, damages or other liability whatsoever which we may sustain or incur by reason thereof including any premium, costs or charges incurred by us for arranging any borrowing.

#### 15.2 Cash cover for purchase

(a) Upon receipt of any Instructions for the purchase of Securities, we may earmark against the available credit balance in the Account such amount as shall be estimated by us in our discretion to be sufficient to provide cash cover for the full value of the purchase together with all Transaction charges thereon.

(b) If the available credit balance in the Account is insufficient, we shall have no obligation to effect or respond to such Instructions nor to inform you of such fact.

(c) You acknowledge that it is your sole responsibility to ensure that the available credit balance in the Account is sufficient to fund the cost of purchase in full together with all Transaction charges before giving any Instruction for the purchase of Securities, Futures Contracts or Option Contracts to us.

#### 15.3 Default in making payment

If you default in paying any amount due and payable to us, any of our associated entities (as defined in the Law 144(I)/2007) or any member of the KAB STRATEGY LIMITED and its subsidiaries, we are authorized and may at our discretion transfer, sell or apply or initiate the transfer, sale or application of any Securities (including any proceeds of sale) or balance in the Accounts in satisfaction of your obligations, without prior notice to you.

### 16. Cash held for you

The Client shall not be entitled to receive any interest on any sum (including any margin) held by KAB for and on behalf of the Client for any reason whatsoever.

### 17. Exchange Conversion

In respect of any Transaction on the Account executed in any currency other than the currency that you have in your Account, any profit or loss arising as a result of exchange rate fluctuation will be entirely for the Account and at your risk, and will accordingly be credited or debited (as the case may be) to the Account at the exchange rate adopted by the relevant bank at the time.

### 18. Fees and Expenses

You shall pay, either directly or from the Account, all levies, duties, commissions, brokerage or counterparty fees, tariffs, Exchange fees, information license fees, account communication charges, account maintenance fees and other maintenance fees, interest, special rights administration fees, forced settlement costs, premiums, penalties, telegraphic transfer charges, custodial fees, settlement charges, account rotation charges, change of account fees, currency exchange costs, taxes, subscriptions, insurance service fees, insurance premiums, foreign exchange losses, legal expenses and all and any other costs or expenses, whether incidental or material, properly incurred or imposed by us in connection with your use of the Services in such currency as we may determine from time to time and we are hereby authorized to withdraw the same from your Account. All amounts due by you to us will be charged with interest at such rate as we may notify you from time to time. In the absence of such notification, interest will be charged at 3% above prime lending rate quoted by a registered bank in Cyprus from time to time. Our current rate of commissions and other charges will be notified to you from time to time.

### 19. Rebates

We are authorized to solicit, accept and retain for our own benefit, without making disclosure to you, any rebate, brokerage, commission, fee, benefit, discount and/or other advantage from any person arising from any Transaction effected by us. We are also authorized to offer at our discretion any benefit or advantage to any person in connection with such Transaction.

### 20. Daily Activities Summaries and Statements

(a) We will issue a daily activities summary to you summarizing all Transactions of Securities and of Futures Contracts and Option Contracts respectively effected pursuant to Instructions on any day within two business days after the date of the relevant Transactions.

(b) We will send a monthly account statement of each Account to you summarizing the Transactions effected under the relevant Account since the date of the preceding monthly account statement within seven business days after the end of the relevant month if we are required by the applicable laws and regulations to do so. In addition to such monthly account statements, we will also issue to you such other account statements in such manner as may be required by the applicable laws, regulations and codes of conduct from time to time.

### 21. Recording Conversations and Monitoring Email

For our mutual protection, you understand, agree, and expressly consent to our electronic recordation of any of your telephone conversations with us and of your use of the Services and to our monitoring of your electronic communications conducted with us.

### 22. Presumption of Receipt of Communications

#### 22.1 Mode of communications

Communications may be sent to you at your postal or electronic mail address or at such other address or contact numbers as you may hereafter give us in writing or by electronic mail, and all communications so sent, whether by mail, electronic mail, facsimile, telegraph or delivery to your last known address, shall be deemed given to you personally, whether actually received or not.

#### 22.2 Daily activities summaries and statements

You are responsible for reviewing all acknowledgements, confirmations, daily activities summaries and account statements in relation to your Transactions and your Account immediately upon receipt. All Transactions and other information in any acknowledgements, confirmations, daily activities summaries or statements will be binding on you unless we receive notice of objection in writing or via electronic mail within 48 hours after you receive or are deemed to have received the same. We reserve the right to determine the validity of your objection to the relevant Transaction or information.

Subject to any contrary legal or regulatory requirement, you agree to any daily activities summaries or other confirmations or statements to be in electronic form and further agree to receive them through electronic means.

### 23. Custody of Financial Instruments

#### 23.1 Manner of custody

Any Financial Instruments which are held by us for the Account may, at our discretion, be:

(a) registered in your name or in the name of KAB STRATEGY LIMITED - Clients (as defined in the Securities and Futures Ordinance); and

(b) deposited in safe custody in a segregated clients account of our banker or with any other appropriate institution which provides safe custody facilities as may be permitted by the applicable laws and regulations.

(c) 阁下应承担吾等因所述理由而蒙受或招致之任何费用、收费、损失、损害或其它任何法律责任，包括吾等因安排任何借贷招致的补价、费用或收费，并赔偿阁下之有关费用、收费、损失、损害或法律责任。

#### 15.2 购买之现金补敷

(a) 购入证券指示一经接收，吾等会在户口中存有的现金结余中拨出由吾等按酌情决定评估为足够之款项，以作为购入证券之全数价值及所有交易费用之现金补敷。

(b) 若户口中存有之现金结余不足，吾等并无责任执行或回应该指示或就此事实只会阁下。

(c) 阁下确认在向吾等发出任何购买证券、期货合约或期权合约指示前，确保户口中存有足够之现金结余以交付所有购买证券、期货合约或期权合约连同交易费用，为其独有之责任。

#### 15.3 欠缴费用

若阁下欠缴到期并应支付予吾等，吾等之有联系实体(定义见法律 144(I)/2007 条例) 或三甲金融策略有限公司任何成员及其子公司之任何款额，吾等有权无须事先通知阁下，并可按其酌情权决定转账、出售或应用户口之任何证券(包括销售或变现所得之收益)或结余，清偿阁下之债务。

### 16. 为阁下持有之现金

客户不能基于任何理由从三甲代客持有之任何金额(包括任何保证金)获取利息。

### 17. 交易兑换

有关以阁下户口中所存之货币以外的其它货币所进行之任何交易，任何因汇率波动而带来之利润或损失，将完全计入户口中并由阁下承担风险，而且将在有关银行采用之汇率相应地拨入或从户口中扣除(视属何情况而定)。

### 18. 费用及支出

阁下须直接或从户口中支付吾等因提供阁下所需服务而招致或吾等征收之费用，不论附带或是关键之所有征款、税项、佣金、经纪费或对手方费用、关税、交易费用、数据牌照费、户口交流费、维持费、利息、特别权利行政费用、斩仓费用、溢价、罚款、电汇费、保管费、结算费、户口周转费、户口转换费、货币兑换费、税项、认购费、保险服务费、保险费、外币兑换亏损、法律开支及所有及其它费用及开支，而吾等授权从阁下户口中扣取有关款项。阁下欠付吾等的款项将按照吾等不时通知阁下的利率收取利息。若吾等未有通知阁下，利息将按照塞浦路斯主要银行不时订定的最优惠贷款利率加三厘计算。吾等的佣金及其它收费将不时通知阁下。

### 19. 佣金

吾等有权要求，接受及保留任何因吾等执行买卖产生之回佣、经纪佣金、佣金、费用、利润、折扣及/或其它由任何人提供之好处。作为吾等之得益而无需向阁下披露，吾等亦有酌情权决定提供任何利益或好处予交易相关之任何人士。

### 20. 每日交易总结或结单

(a) 吾等将向阁下分别就证券交易、期货合约及期权合约交易发出每日交易总结据要列出现在任何一日按指示进行的所有交易，该每日交易总结据将在有关交易日后两个营业日内发出。

(b) 若适用法律及法规有此要求，吾等将向阁下发出每个户口的月结单，以总结有关户口自上一期结单日期后所进行的交易，有关月结单于有关月份结束后七个营业日发出。除前述的月结单外，吾等亦会根据不时生效的适用法律、法规及操守准则的要求向阁下发出其它结单。

### 21. 通话之记录与电子邮件之监察

为保障双方利益，阁下了解，同意并明确赞同吾等以电子方式记录阁下与吾等之任何电话对话及阁下适用吾等服务之情况，及监察阁下与吾等之间的电子通讯。

### 22. 通讯接受的推定

#### 22.1 通讯方式

通讯可以邮寄方式或以电子邮件方式送至阁下之邮寄地址或电子邮件地址，或阁下日后以书面或电子邮件告知吾等之其它地址或联络号码。所有通讯一经如上述方式发出，不论是以邮寄、电子邮件、传真、电报或发送之阁下最后为人所知之地址等方式发出，均应被视为亲自交予阁下本人，不论实际是否被接收。

#### 22.2 每日交易总结及结单

阁下有责任于收到有关该等交易或阁下户口之通知书、确认书、每日交易总结或结单时立即进行审阅。任何通知书、确认书、每日交易总结或结单内的所有交易及其它数据将对阁下具约束力，除非吾等于阁下收到或被视为收到上述档 48 小时内收到阁下以书面或电邮形式作出之反对通知。吾等保留决定阁下对有关交易或数据所作反对之有效性的权利。

在受任何相反的法律或监管规限下，阁下同意每日交易总结或其它确认书或结单均以电子方式记录及经由电子媒介收取。

### 23. 金融工具之保管

#### 23.1 保管方式

就吾等为户口所保管之任何金融工具，吾等可酌情：

(a) 以阁下或三甲金融策略有限公司-客户(定义见证券及期货条例)之名义登记；或

(b) 存放于吾等之银行或提供安全保管设施之任何其它合适并未适用法律或法律所允许之机构指定户口内保管。

In general clients Financial Instruments might be under the custody of third parties or related companies that are regulated with similar MIFID laws and regulations:

- (a) Client assets may be held with third parties that, although not approved by MIFID for holding client money (since they do not classify as a central bank, an authorized commercial bank, or a qualifying money market fund), they are nevertheless subject to client asset safekeeping rules equivalent to those set by MIFID.
- (b) KAB STRATEGY LIMITED, prior to depositing client funds / instruments with these third parties, has performed a due diligence of these parties and has verified that they comply with safekeeping requirements equivalent to those of MIFID.
- (c) Even though client funds are placed with third parties that are not approved by MIFID for holding client money, they are nevertheless deposited in segregated client accounts opened exclusively with MIFID-approved parties.

### 23.2 Dividends

If we receive any dividends or other distributions or benefits in relation to any Securities for your Account, they shall be credited to your Account. Where your Securities form part of a larger holding of identical Securities held for our customers, you shall be entitled to a proportional share of the dividends, distributions or benefits in question.

### 23.3 Bonds

In the absence of contrary Instructions, we are authorized at our discretion and at your cost and expense:

- (a) to request payment of and receive all interest and other payments or distributions (whether of a capital or income nature) in respect of any Securities;
- (b) to surrender your Securities against receipt of the moneys payable at maturity or on redemption of the Securities if called prior to maturity;
- (c) to exchange any documents relating to any of your Securities, where such documents have been issued, in interim or temporary form for definitive form; and
- (d) to complete and deliver on your behalf as owner any ownership certificates in connection with the Securities which may be required to obtain income from your Securities or to facilitate their sale.

### 23.4 Voting and other rights

(a) In respect of any Securities held on your behalf, if we are notified that any voting and/or any other rights or privileges (including without limitation conversion and subscription rights and any rights or privileges arising in connection with takeovers, other offers or capital reorganizations) attaching to those Securities may be exercised, we will use our reasonable endeavors to notify you as soon as reasonably practicable of such rights and/or privileges. If you unambiguously inform us in writing within fourteen business days of such notice (or such shorter period as may be specified or appropriate) that you wish us to exercise the rights and/or privileges and you have sufficient cleared funds in the Account, we will do so but only on such terms as you advise in writing and which are reasonably acceptable to us. Otherwise, we will not exercise any such rights and/or privileges. Notwithstanding the absence of satisfactory instructions or sufficient funds, in the event that we are notified that subscription rights attaching to any Securities that we hold on your behalf, we may in our absolute discretion dispose of such rights on your behalf in such manner as we think fit.

(b) If we are notified by any company in which we hold Securities on your behalf, that such company intends to make calls upon those Securities in respect of any monies whatsoever unpaid on them, we will use reasonable endeavors to notify you as soon as practicable of such calls. If you provide us with the relevant funds in sufficient time for us to do so, we will satisfy such calls on your behalf and on such terms as you advise in writing and which are reasonably practicable to us. Otherwise we shall take no action on your behalf and will have no liability whatsoever in respect of the consequences of a failure to satisfy the calls made. However, where we are legally liable to meet such calls it may do so and you will reimburse us forthwith upon demand.

### 23.5 Charge or lending of Securities

(a) We shall not, without your prior written consent or standing authority, deposit any of your Securities as security for any loans or advances made to us, or lend or otherwise part with the possession of your Securities for any purpose.

(b) If you authorize us to charge, pledge, transfer or create any security interest in or over, or to lend or otherwise part with possession of, any of the Securities, such authorization shall remain in force for 12 months from the date thereof but may from time to time be renewed in accordance with applicable laws by you signing an authorization letter in the form prescribed by us or deemed to be renewed in accordance with applicable laws. You may at any time withdraw such authorization by giving us notice in writing of not less than 5 business days conditional upon your having discharged all outstanding debts owed to us.

### 23.6 Pooling of Securities

You agree that any Securities deposited with us by you or purchased by us for your Account may, at our discretion, either be treated as fungible and pooled like with the other investments held by our customers or specially allocated to your Account. You agree that in the event of any dividends or other distributions or benefits accruing, or any losses however arising (including losses resulting from a reduction in the number or amount of Securities available for delivery) being suffered, in connection with any given Securities held, your Account shall be credited for payment made to you or, as the case may be, your Account shall be debited with the proportion of such loss equal to the proportion of the total number or amount of relative Securities which shall comprise Securities forming part of your Account.

## 24. Payment of Indebtedness and Costs

You shall at all times be liable for the payment of

- (a) any amount due to us under this Agreement;
- (b) any debit balance or other obligations owing in or in connection with any of the Accounts upon demand by us;
- (c) any deficiency outstanding in each Account in the event of its full or partial liquidation; and
- (d) the reasonable costs and expenses of collection of the above including our legal fees on a full indemnity basis.
- (e) any gain and/ or profit that the transaction which is done by using the loopholes or failure of the electronic trading platform with bad intention and/ or the transaction which is done by creating loopholes or failure of the electronic trading platform using malware. KAB reserves the rights to claim for any profits or income loss, damage charges, expenses and legal liability or counsel fee in any time caused by this.

## 25. Lien and Set-off

### 25.1 Lien for your obligations

All Securities and other property now or hereafter held, carried or maintained by us in our or the Agents' possession and control for any purpose shall be subject to a lien and held as security for the full discharge and payment of all your indebtedness and obligations to us in connection with this Agreement.

在一般情况下，客户的金融工具可能保管在金融工具市场指令，法规或相关监管的第三方或类似的金融相关公司：

- (a) 客户资产可能被第三方保管，虽然金融工具市场指令没有批准持有客户资产（因为它们不是分类为中央银行，授权的商业银行，或合格的货币市场基金），但它们是受金融工具市场指令中订定的相关客户资产保管规则所约束。
- (b) 三甲金融策略有限公司与这些第三方就客户资产/工具保管之前，已对这些缔约方进行了调查，并证实他们符合金融工具市场指令中作为保管的要求。
- (c) 即使客户资金存放于没有被金融工具市场指令批准之持有客户资金的第三方内，它们是存放在金融工具市场指令批准的人士之独立客户账户中。

### 23.2 股息

当吾等收到任何因阁下户口之证券而产生之任何股息分配或其它利益时，会将之存入阁下之户口，倘阁下的证券为吾等为客户所持有之较大数量相同证券之一部分，阁下有按比例享有股息，分配或其它利益。

### 23.3 债券

在没有收到相反指示的情况下，吾等获授权酌情决定(在费用及支出由阁下支付的情况下)：

- (a) 要求支付及收取与证券有关的所有利息及其它款项或分派（不论属资本性质或收入性质）；
- (b) 在收到到期日可收到的金额时放弃阁下的证券，或在证券到期日前被要求赎回时放弃阁下的证券；
- (c) 交换任何与阁下的证券有关的文件（无论该等文件属中期或临时或长期性质）；
- (d) 代阁下以拥有权认的身份填写及递交任何与证券有关而在收取收入或促使证券售卖时所需的拥有权书。

### 23.4 投票及其它股权

(a) 如吾等得悉代阁下持有的证券将有可行使的投票及/或任何权利或特权（包括但不限于换股，供股及任何因收购，回购或股本重组而产生的权利或特权），吾等会在合理情况下尽快通知阁下，阁下与 14 个工作日内（或视乎情况下按照指定或适合的较短期限）明确地以书面通知吾等，欲行使权利及/或特权。与此同时，阁下户口由足够可动用的资金，吾等会依以合理情况下可接受的书面指示替阁下行使权利及/或特权。否则，吾等不会行使有关权利及/或特权。若吾等得悉代阁下持有的证券附有认股权，即使没有满意的指示或足够资金，吾等仍可酌情以吾等认为适合的做法处置认股权。

(b) 如吾等得悉吾等代阁下持有证券的公司计划催收任何尚未缴付的金钱，吾等会在合理情况下尽快通知阁下，倘若阁下已提供相关资金，并有足够时间容许吾等加以处理，吾等会根据合理情况下可接受的书面指示替阁下列缴款项。否则，吾等不会代阁下采取任何行动，亦不会负上因未能符合催收而导致的责任，无论如何，如吾等因法律上有责任符合催收而已自动缴付金钱，阁下将会依照要求补偿吾等。

### 23.5 抵押或借出证券

(a) 在未得阁下的事先书面同意或授权前，吾等不得存放任何阁下的证券作为向吾等所作出之任何贷款或垫款的保证，亦不得为任何目的而借出或以其它方式放弃管有任何该等证券。

(b) 若阁下授权予吾等抵押、质押、转让或设立任何证券权益或借出或其它情况放弃管有任何证券。该授权应自当日持续有效 12 个月，而阁下可按照适用法律，以吾等订明之形式签署授权书，以不时进行重订，该授权亦可按适用法律被视为已获重订。阁下可以不少于 5 个工作日内向吾等发出书面通知，随时撤回授权，以阁下清偿所有欠付吾等之欠款为条件。

### 23.6 统一储存

吾等可酌情将阁下存储在吾等或由吾等为户口而购入的证券，特定拨入户口，或其它阁下持有的同样证券做统一安排。凡已统一安排的有关证券有累积股息或其它分派或利益、或不论在何种情况下蒙受损失(包括因可交付之证券数目或交付之证券数目或数额减少而引起)，则应将应支付给阁下的款项记入户口之贷方，或按应属户口之有关证券的数量或数额所占的比例，将亏损从户口扣除，视情况而定。

## 24. 结清款项及费用

在任何时候阁下须

- (a) 支付任何在本协议下欠付吾等之款项；
- (b) 在吾等作出要求下，支付任何户口引起或有关之欠付吾等之全部债项；
- (c) 支付每个户口中因整个或部分平仓而引起或有关之任何余下欠付之债项；及
- (d) 征收上述款项时引起之合理的费用及开支，包括吾等以全部补偿标准计算之法律费用。
- (e) 支付在恶意利用投资平台漏洞或故障进行下单交易及/或利用恶意软件制造漏洞进行下单交易的情况发生当时或之后的任何时间三甲蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出。

## 25. 留置权及对销

### 25.1 就阁下责任做留置

对于在任何时间因任何目的透过阁下的户口由吾等代表阁下，由吾等或代理人持有及控制之所有证券及其它资产，吾等均有留置权。该等证券及其它资产全部均应由吾等持有，作为阁下全面履行及清付跟本协议有关阁下欠付吾等之债务及债项之持续保证。



## 25.2 Appropriation of Securities

In enforcing our lien, we shall have the right to determine which Securities and properties are to be sold and which contracts are to be closed, and to apply the proceeds of sale, after deduction of expenses, to satisfy any indebtedness and obligations owed by you to us.

## 25.3 Set-off

Further we are entitled, at any time and without notice to you, to combine or consolidate any credit balances in any Account and set off, debit, withhold and/or transfer any sum in or towards satisfaction of any indebtedness and obligations owed by you to us.

## 25.4 Disposition

You agree that we may dispose or initiate the disposal of Securities owned by you for the purpose of settling any liability owed by you to us, any of our associated entities (as defined under the legal framework of the Cyprus capital market) or any member of the KAB STRATEGY LIMITED.

## 26. Credit Charges and Credit Investigation

### 26.1 Interest on debit balances

The monthly debit balances or adjusted balances in your Accounts with us shall be charged, in accordance with our usual custom, with interest at a rate determined by us and permitted by under the legal framework of the Cyprus capital market. It is understood that the interest charge made to your Accounts at the close of a charge period will be added to the opening balance for the next charge period unless paid.

### 26.2 Information exchange

We may exchange credit information about you with others for verification purposes only. We may obtain credit reference and personal information from any financial institution with which you maintain any settlement account for the purpose of this Agreement and any other persons and institutions you may nominate as a reference.

### 26.3 Authorization to us to obtain and provide information on you

You hereby authorize such institutions and persons to provide to us the necessary credit reference or personal information. You are hereby notified that any negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your obligations under this Agreement. We may request a credit report relating to you and, upon request, we will state the name and address of the consumer reporting agency that furnished it. If we extend, update or renew your credit, you agree that we may obtain a new credit report without notifying you. You understand that we may provide your information to credit reference agencies and in the event of default to a debt collection agent. You have the right to be informed which items of data are routinely so disclosed, 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.

## 27. Data Not Guaranteed

### 27.1 Use of data at your risk

You expressly agree that your use of the data and information available through the services and of any software provided for use in accessing the services is at your sole risk. Neither we nor any of our directors, officers and employees, the Agents and the owners and licensors of such software, including any party disseminating data or information (collectively, "the Disseminating Parties"), warrant that the Services will be uninterrupted or error free; nor does any of them make any warranty as to the results that may be obtained from the use of the Services, or as to the timeliness, sequence, accuracy, completeness, reliability or content of any data and information or Transaction provided through us, or with respect to any software provided for use in accessing the services.

### 27.2 "As is" basis

The data and information available through the Services is provided on an "as is", "as available" basis, without warranties of any kind, either express or implied, including those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

### 27.3 Non-liability

No Disseminating Party shall be liable in any way to you or to any other person for:

- any inaccuracy, error or delay in, or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message; or
- any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party or to any "force majeure" (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, power failure, equipment, software or communications line failure or malfunction) or any other cause beyond the reasonable control of any Disseminating Party.

## 28. Data Protection

### 28.1 Consent to deal with Personal Information

We are authorized to collect, use, transfer (within or outside Cyprus), store, process or otherwise handle personal information and data relating to you including name and address ("the Personal Information") to administer and provide the Services under this Agreement. In case you are a corporation, your officers (by signing on the related account application form) also agree that the provisions of Clause 28 shall be applicable to them and accordingly any reference to "you" shall be deemed to include any such of your officers.

### 28.2 Use of Personal Information

The Personal Information may be transferred by and among any of our "Group Company", the Agents and their respective related and affiliated companies (within or outside Cyprus) and used by them for:

- the provision, maintenance and administration of the Services; and
- evaluating your potential financial needs, conducting market research and marketing other services and products to you. Such use may continue after the termination of this Agreement subject to any applicable laws and regulations.

"Group Company" means any subsidiary or affiliate of KAB STRATEGY LIMITED. You agree to be bound by our Privacy Statement on our website or otherwise available upon request which contain detailed information on our policies and practices in relation to personal data collection and usage.

### 28.3 Disclosure to authorities and other parties

Further, you authorize us to disclose and transfer to any government or regulatory authority or Exchange in any jurisdiction, any Personal Information if required by any law, regulation, court order or any government or regulatory authority or Exchange in any jurisdiction.

## 25.2 挪拨证券

在执行吾等的留置权时，吾等有权决定出售何种证券及资产，结清何种合约，并有权将销售或变现所得之收益扣除开支后，用作清偿阁下欠付吾等之债项及债务。

## 25.3 对销

吾等亦有权随时无须通知阁下，将阁下任何户口中的现金结余结合或合并及为清偿阁下欠付吾等的债项及债务而对销、扣除、扣起及或转账任何款项。

## 25.4 处置

阁下同意吾等可处置或安排处置阁下拥有的证券以清偿阁下欠吾等，吾等之有联系实体（根据塞浦路斯资本市场的法律体系下的定义）或三甲金融策略有限公司任何成员的债务。

## 26. 信贷费用及信贷调查

### 26.1 借方结余之利息

阁下之户口记录的每月借方结余或已经调整的结余，须依吾等按其惯例指定及塞浦路斯法律许可的利率计算利息。阁下须明白，每一利息期结束时记录在阁下的户口之应付利息，除已经清偿外，将自动加入下一利息期开始时之结余。

### 26.2 交换数据

吾等可与他人交换阁下的信贷数据，但只作验证身份之用。吾等可向任何阁下因本协议而开设及维持的结算户口的金融机构及由阁下指定任何其它的咨询人士及机构获取阁下的信贷资料及个人资料。

### 26.3 授权吾等获取及提供阁下之信贷数据

阁下授权该机构及人士向吾等提供所需信贷数据或个人资料。现通知阁下，若阁下不履行在本协议下之责任，吾等可以向信贷调查机构提供反映阁下不良信用的任何记录。吾等可以要求有关阁下之信贷报告，且在阁下请求下，注明提供该报告之信贷调查机构的名称或地址。若吾等延伸，更新或续发阁下的信贷，阁下同意吾等可以无须通知阁下而获取新的信贷报告。阁下明白吾等可能将阁下的数据提供给信贷数据服务机构，以及在阁下欠账时，将该等数据提供给收数公司。阁下有权获告知那些数据通常会作上述披露，以及获提供进一步数据，藉此向有关信贷资料服务机构或收数公司提出查阅及改正资料要求。

## 27. 数据不具任何保证

### 27.1 使用数据之风险由阁下承担

对于使用透过吾等服务提供之数据及任何供阁下用以使用吾等服务之计算机软件，阁下明确表示同意独自承担所有风险。吾等或任何吾等董事、高级人员及雇员、代理人及该软件持牌人及拥有人，包括任何发布数据或数据之人士（统称为「发布数据者」），均不保证他们所提供的服务会不中断或必然正确无误）对于使用吾等及吾等服务之结果，或对于透过吾等所提供的数据及数据或交易之及时性、先后次序、准确性、完整性、可信性、或该等信息、服务或交易之内容，或有关用来使用吾等服务而提供的任何计算机软件，上述人士亦不作任何保证。

### 27.2 「现有状况」基准

透过吾等服务提供之数据及信息均以「现有状况」「既有状况」基准而提供，除根据对本协议适用的法律规定而隐含的，及不能免除、限制或修改的保证外，吾等的服务不附带其它任何性质的保证（不论属明示或隐含），包括就服务的可商售性或任何特定目的是否适合的保证。

### 27.3 无法律责任

在下列情况，任何发布数据者均无须对阁下或其它人士负任何责任：

- 任何数据，数据或信息或(ii) 任何数据，数据或信息之传送或递送由任何不准确、错误、延迟或遗漏；或
- 因下列情况所引起之任何损失或损害：因发布资料者之疏忽或遗漏，「不或因不可抗力事故」（如：水灾、恶劣气候、地震或其它天灾、火灾、战争、叛乱、骚动、劳工、纷争、意外、政府决策、停电、设备、计算机软件或通讯失灵或故障等），或任何发布数据者合理控制范围外之原因造成之(i) 任何在上述(a)条所指的不准确、错误、延迟或遗漏；(ii) 任何履行责任；或(iii) 任何数据，数据或信息中断。

## 28. 数据保护

### 28.1 同意个人资料之处置

吾等有权收集、使用、移转（在塞浦路斯境内或境外）、储存、处理或以其它方式处理阁下之个人资料及数据，包括姓名及地址（以下简称为「个人资料」）以方便管理及依本协议提供服务。若阁下为有限公司，阁下的人员在代阁下签订有关户口申请表时亦可同意本第 28 段同时适用于他们。因此，所有对「阁下」的提述将被视为包括该等人员。

### 28.2 个人资料之适用

在下列情况下个人资料可在吾等，代理人或其各自有关及附属之公司在塞浦路斯境内或境外间转移及使用：

- 因提供维持及管理所提供之服务；及
- 评估阁下的潜在财务需求、进行市场研究及向阁下推广其它服务及产品。在本协议终止后，吾等可按任何使用法律及规定继续如上述使用个人资料

「集团公司」指三甲金融策略有限公司之任何附属公司或联系公司阁下同意遵从吾等有关个人资料（私隐）条款通告的条款，该通告载有吾等有关个人资料的收集及使用的政策及实务详情，该通告可在吾等网站上阅读或向吾等索取。

### 28.3 向当局及其它人士披露

阁下并授权吾等载任何司法管辖区的任何法律、规定、法院命令或任何政府或监管机构或交易所需要时，将任何个人资料向任何司法管辖区的任何政府或监管机构或交易所披露或转移

## 28.4 Supply and correction of Personal Information

You may at any time request us to make available to you our record of your Personal Information or correct any Personal Information which has become inaccurate, in each case subject to any applicable laws and regulations. Requests for access to or correction of Personal Information, particulars regarding policies and practices or for cessation of use of your Personal Information for direct marketing purposes should be addressed to:

The Data Protection Officer  
KAB STRATEGY LIMITED  
Office 203, Stavrakis Court,  
13 Griva Digeni Avenue,  
6030 Lamaca, Cyprus  
Telephone: (357) 2581 5186  
Fax: (357) 2581 5187

If you have any questions about your personal or account information, please contact our Data Protection Officer.

## 29. Limitations on Use of the Services

You are authorized to use materials which are made available on our website only for your own personal and noncommercial needs, and you are not authorized to resell access to any such materials or to make copies of any such materials for sale to others. You should not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials.

## 30. Termination of the Services

### 30.1 Stoppage of Services

We may block access to the use of any part of the Services without prior notice in the event that:

- (a) we elect at our discretion to discontinue such Services on a temporary or permanent basis;
- (b) you breach this Agreement;
- (c) your Account has recorded no trading activities and/or holds no asset for such a period as we may deem appropriate; or
- (d) your Account has become Dormant.

We may activate your Account upon your application to us on such terms and supplying such information about yourself as we may determine.

### 30.2 Termination of Account

- (a) We may terminate any one or more of the Accounts forthwith without giving notice to you if you breach or fail to comply with any provision of this Agreement or when your Account has become Dormant.
- (b) We may also terminate any one or more of the Accounts by giving you not less than 3 business days' prior written notice.
- (c) You may, subject to our satisfaction and discharge of your indebtedness, liability or other obligation to us, close your Account at any time by giving us not less than 3 business days' prior written notice.
- (d) Closing an Account or terminating any services will not affect the rights and obligations of either party incurred prior thereto.

### 30.3 Accrued rights

Any termination of the Services or this Agreement shall not affect any Transactions entered into or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.

### 30.4 Consequences of termination

Upon termination of this Agreement,

- (a) you will immediately repay to us any amounts due or owing to us;
- (b) you will withdraw any cash or Securities balances in the Account within 10 business days from the date of termination, failing which we may on your behalf and without any responsibility for any loss or consequences on our part sell or dispose of your Securities in the market or in such manner and at such time and price as we may reasonably determine and send to you at your own risk our check or remittance representing the net sale proceeds and the credit balances in your Account to your last known address; and
- (c) close out all outstanding Futures Contracts and Option Contracts within 10 business days from the date of termination, failing which we may close out the same and return to you our check or remittance representing the credit balance in your Account.

## 31. Responsibilities, Limitation of Liability and Indemnity

### 31.1 Your obligation on use of Account

You accept full risk and responsibility for:

- (a) the monitoring and use of your Accounts including any of the events set out in Clause 31.2;
- (b) the use and storage of any information including your Password, ID, portfolio information, Transaction activities, Account balances and any other information or Instructions available on your personal computer;
- (c) the provision and maintenance of the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Services, and for all communications service fees and charges incurred by you in accessing our network;
- (d) any loss or damage caused directly or indirectly by any government restrictions, Exchange rulings, suspension of trading of Securities, war, strikes, equipment, software or communications line failure or malfunction, unauthorized access, theft, and other occurrences beyond our reasonable control.

### 31.2 You will immediately notify us in writing if you become aware of any of the following:

- (a) any loss, theft or unauthorized use of the Password, ID and/or Account number(s);
- (b) any failure by you to receive a message from us indicating that an Instruction was received and/or executed;
- (c) any failure by you to receive an accurate written confirmation of any Transaction;
- (d) any receipt of confirmation from us of any Instructions or Transaction which you did not place or authorize; or
- (e) any inaccurate information in your Account balances, Securities positions, or Transaction history. We shall not be deemed to have received any Instructions given by you until we have actual knowledge of such your Instruction.

### 31.3 Our disclaimer of liability

(a) Under no circumstances shall we (including, for the purposes of sub-Clauses 31.3, 31.4, and 31.5 the Agents and their and our respective directors, officers or employees, or any other person involved in creating, producing or delivering the Services or managing us for all of whom we hereby also act), including any negligence on their parts, be liable for any direct, indirect, incidental, special or consequential losses or damages that result from the use of or inability to use the Account(s) and the Services or out of any breach of any warranty.

## 28.4 提供及更改个人资料

阁下可在随时依据任何适用之法律及规定, 要求吾等为阁下提供个人资料之副本或更正任何不准确之个人资料。索取个人资料或更正个人资料或索取有关政策及所持个人资料种类之详情或停止使用阁下之个人资料作直接市场推广用途之要求, 应寄交:

资料保安主任收  
三甲金融策略有限公司  
Office 203, Stavrakis Court,  
13 Griva Digeni Avenue,  
6030 Lamaca, Cyprus  
Telephone: (357) 2481 5186  
Fax: (357) 2581 5187

如对阁下之个人或户口资料有任何疑问, 请联系吾等之资料保安主任。

## 29. 使用服务之限制

阁下有权使用吾等网络所提供之数据, 但只限于阁下本人及非商业用途, 且阁下不得将该等资料之途径转售他人, 或将该等资料复制出售。阁下不得将自吾等网页打印出来之数据上之版权所有或其它知识产权之标示删去。

## 30. 终止服务

### 30.1 停止服务

在下列情况下, 吾等可无须事前通知停止客户使用吾等之服务:

- (a) 吾等酌情决定暂时或永久中断此项服务; 或
- (b) 阁下违反本协议条款
- (c) 在经过吾等认为适合的时间后, 阁下的户口没有交易活动及/或未持有任何资产; 或
- (d) 阁下的户口成为不活跃户口。

如阁下向吾等申请, 并根据吾等制定的条款提供阁下之资料, 阁下可重新启动户口。

### 30.2 终止户口

- (a) 若阁下违反或没有遵守本协议任何条款或当账户成为不活跃户口, 吾等可在毋须事前通知阁下的情况下, 终止阁下一个或以上之户口。
- (b) 吾等可向阁下发出不少于三个工作天事先书面通知, 随时终止户口。
- (c) 在偿清及解除阁下对吾等之债项, 负债或其它债项责任之情况下, 阁下可向吾等发出不少于三个工作日事先书面通知, 随时终止户口。
- (d) 终止户口或停止任何服务不会影响任何一方先前因此产生的权利或责任。

### 30.3 产生权利

任何在终止前订立之交易或任何一方在终止前取得之权利、权力、职责及责任, 均不应因任何服务成本协议之终止而受影响或妨碍。

### 30.4 终止之后果

协议一经终止

- (a) 阁下须实时缴付到期并欠付之任何款额
- (b) 阁下须在终止当日 10 个工作日内提取户口内之所有现金或证券结余, 否则吾等可代表阁下及于吾等毋须负责任何损失或后果的情况下在市场或以吾等合理地决定及时间出售或处置阁下之证券, 并将相当于净售收益及阁下户口之现金结余以支票或汇款形式寄给阁下最后为吾等所知之地址, 有关风险则由阁下承担; 及
- (c) 在终止当日起 10 个工作日内抛售所有尚未行使的期货合约及期权合约, 否则吾等可将之抛售并向阁下交还数额相当于阁下户口结余的支票或将该结余汇给阁下。

## 31. 责任, 免责及全数补偿

### 31.1 阁下对使用户口之责任

阁下同意就以下情况承担全部风险及责任:

- (a) 监察及使用阁下之户口, 包括第 31.2 段中列出之事情;
- (b) 使用及存储任何数据, 包括阁下之密码、客户标识符、投资组合数据、交易活动、户口结余及任何其它在阁下之个人计算机中既有之数据或指示;
- (c) 提供及维持所需用以存取及使用吾等服务之通讯设备 (包括个人计算机及数据处理器等) 及电话或替代服务, 及所有因阁下使用吾等之网络而引至之通讯服务费及收费;
- (d) 有任何政府禁制、交易规则、证券交易暂停、战争、罢工、设备、计算机软件或通讯线路故障或失灵、未经授权之存取、盗窃及其它在吾等合理控制以外之事故所直接或间接所致之损失或损害。

### 31.2 倘若阁下发现以下任何一种情况, 阁下必须立即以书面方式通知吾等:

- (a) 密码, 客户标识符及或户口号码有任何遗失、被窃取或遭人使用;
- (b) 阁下未能收到吾等发出表示已接获及或执行指示的通知;
- (c) 阁下未能收到确认任何交易之正确书面确认通知;
- (d) 阁下收到吾等就已指示或交易发出之确认通知, 但阁下并未发出或授权发出该指示或交易; 或
- (e) 户口结余, 证券交易或事务历史记录的数据有误, 吾等在实际收到阁下传送之指示前, 不应被视为已收到有关指示。

### 31.3 吾等法律之免责声明

(a) 不论任何情况包括疏忽, 对于使用或未能使用户口及吾等服务, 或因违背任何保证, 因而引起之任何直接、间接、附带、特殊或衍生之损失或损害, 吾等 (包括: 就 31.3, 31.4, 31.5 段所指, 代理人及其与吾等各自之董事、高级人员及雇员、或任何其它涉及及创立, 作业或提供吾等服务或管理吾等之人士) 均不负任何责任。

(b) This exclusion of liability will not apply to the extent that any applicable statute prohibits such exclusion. In such event, any liability to us arising out of any such action or omission by us shall be limited to an amount equal to the benefit which the relevant Transaction would have resulted in you during the period between the date of the Transaction and the time for settlement under any applicable law, rule or regulation.

#### 31.4 Indemnity to us

You shall indemnify us on demand against any and all losses, damages, costs, charges and expenses of any nature (including legal costs on a full indemnity basis) incurred by us in connection with:

- (a) any failure of or delay by you in performing any of your obligations under this Agreement or any Margin Facility provided to you including the enforcement and preservation of our rights in connection with this Agreement; and
- (b) our performance of any of our obligations or exercise of our right or discretion in connection with this Agreement.

#### 31.5 Facsimile Indemnity

Without limitation to the generality of the foregoing, in consideration of us agreeing to accept Instructions by facsimile transmission and/or such other electronic means as may from time to time be permitted by us pursuant to Clause 12.2 above, you shall indemnify us against all claims, losses, damages, costs, expenses (including all legal costs incurred by us on a full indemnity basis) and any liability whatsoever arising out of or in connection with our acceptance of the aforesaid Instructions in the event of any error or omission in such Instructions having been issued without proper authorization on your part. Each of these indemnities (namely in sub-Clauses 31.4 and 31.5) shall constitute a separate and independent indemnity from any other indemnity contained in this Agreement or any other agreement entered into between you and us.

### 32. Transferability

This Agreement shall inure to the benefit of our successors and assigns (whether by merger, consolidation or otherwise) and we may transfer any of our rights or obligations under this Agreement or in respect your Accounts to such person(s) as we deem fit without giving notice to you, and this Agreement shall be binding upon you and your heirs, executors, administrators, successors and assigns.

### 33. Severability

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

### 34. Governing Law and Jurisdiction

This Agreement and its enforcement shall be governed by the laws of Cyprus. Each of the parties to this Agreement submits to the non-exclusive jurisdiction of the Cypriot courts.

### 35. Client Identity

#### 35.1 Assistance to Cyprus Regulators

We are required to provide to the Cyprus Securities and Exchange Commission, Ministry of Finance, Cyprus and Central Bank of Cyprus (collectively "the Cypriot Regulators") identity details of the ultimate person(s) for whom we process a Transaction as well as the person(s) who give(s) Instructions in relation to that Transaction within two business days of their request. In exceptional market circumstances, the details may have to be made available very shortly after the request. Alternatively, you may provide the required details directly to the Cypriot Regulators in the manner described below.

#### 35.2 Disclosure of Beneficiaries by you

If you effect Transactions for the account of clients or other beneficial owners (collectively "the Beneficiaries"), whether on a discretionary or non-discretionary basis, and whether as agent or by matching Transactions as principal with the Beneficiaries, you agree that, in relation to a Transaction where we have received an enquiry from either of the Cypriot Regulators, you shall immediately upon our request (which request shall include the relevant contact details of the Cypriot Regulators) provide to the Cypriot Regulators such identity details (as may be required by the Cypriot Regulators) of the Beneficiaries for whose account the Transaction was effected (or, in the case of a back to back principal Transaction, the counterparty with whom you are transacting), of the person with the ultimate beneficial interest in the Transaction and/or of the person who originated the Transaction.

#### 35.3 Arrangement by you where Beneficiaries are intermediaries

If you are aware that any of the Beneficiaries is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client(s) for whom the Transaction was effected, you confirm that:

- (a) you have arrangements in place with such Beneficiaries which entitle you to obtain the details contained above from the Beneficiaries immediately upon request or procure that they be so obtained; and
- (b) you will, upon our request in relation to a Transaction, promptly request the requisite identity details from the Beneficiaries on whose Instructions the Transaction was effected, and provide them to the Cypriot Regulators as soon as received from the Beneficiary or procure that they be so provided.

#### 35.4 Waiver by Beneficiaries

You confirm that you are not subject to any law which prohibits your performance of this paragraph or, if you are subject to such law, that you or the Beneficiaries, as the case may be, have waived the benefit of such law or consented in writing to the performance of this paragraph. You further confirm that your obligations under this paragraph will continue after the termination of this Agreement.

### 36. Risk Disclosure Statements

#### 36.1 General risk disclosure statement applicable to all Securities

The prices of securities fluctuate, sometimes dramatically. The price of a Security may move up or down, and may become valueless. It is as likely that losses will be incurred rather than profit made as a result of buying and selling Securities.

#### 36.2 Risk disclosure statement on Margin Trading

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 us. 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

(b) 此项免责条款须在法例所容许之范围内方适用。在此情况下，因吾等之该作为或不作为所带来吾等之法律责任，应依据适用之法律或规例就有关交易规定之交易日至结算日期间该交易应获得之利益为限。

#### 31.4 对吾等之保障

阁下须就吾等因下列情况引致之任何及所有损失、损害、费用、收费及任何性质之开支在被要求下向吾等作出弥偿：

- (a) 阁下未能或延迟履行就本协议或向阁下提供之保证金信贷之责任下，包括强制执行或保留吾等跟本协议有关之权利；
- (b) 吾等按本协议履行其任何责任或执行其权利或酌情决定权。

#### 31.5 接受传真之弥偿

不论以上条款有任何其它规定，鉴于吾等同意接受阁下根据第 12.2 条许可不时以其它电子传送方式向吾等发出指示，阁下同意就吾等因接受以上所述之指示中有错漏或挂失或因该指示并非由吾等正式授权发出而引致之申索、损失、赔偿、开支、费用（包括弥偿所有法律费用）及责任，而向吾等作出弥偿。每项弥偿（即第 31.4, 31.5 所述）须为吾等与阁下所签订之任何协议（包括本协议）之独立及个别的弥偿。

### 32. 转让

本协议惠及吾等之继承人及受让人（不论是经由合并、购并或其它方式产生），且吾等可以将吾等予本协议的权利或义务或阁下的户口转让予吾等认为合适的人士而无须通知阁下。此外，本协议对于阁下及阁下之后嗣、遗嘱执行人、遗产管理人、继承人乃受让人亦具有约束力。

### 33. 可分割性

倘若本协议任何条文或条款被任何法院、监管机构或团体判定为无效或不能强制执行，则该项规定应只适用于该条文或条款。其余条文及条款之有效性将不会因此受到影响，而本协议应继续执行，犹如该无效或不能强制执行之条文或条款未载于本协议内一样。

### 34. 规管法律及司法管辖权

本协议及其执行均受塞浦路斯法律管辖。本协议双方均接受塞浦路斯法院之非专属司法管辖权管辖。

### 35. 客户身份

#### 35.1 协议塞浦路斯监管机构

吾等须在塞浦路斯证券交易所委员会、财政部和塞浦路斯中央银行（塞浦路斯法规制定者）要求后两个工作天内向他们提供吾等正代客处理的交易最终涉及的人士以及发出该项交易指示的人士身份详情。在特殊市场情况下，有关详情可能要在作出要求后不久便提供。阁下也可直接向塞浦路斯监管机构如下提供所需详情。

#### 35.2 由阁下披露受益人身份

若阁下代表客户或其它实质持有人（以下简称“受益人”）进行交易，不论是否获受益人全权委托交易，及是否以代理人身份抑或主事人身份与受益人进行对盘交易，阁下同意就吾等接获塞浦路斯监管机构查询交易而言，阁下须按吾等之要求（该要求应包括塞浦路斯监管机构的联络详情），立即向塞浦路斯监管机构提供他们要求的有关交易涉及的受益人（或在一对背形式的主事人对主事人交易中，与阁下交易的人士），该项交易的最终受益人及或发起有关交易的人士身份详情。

#### 35.3 阁下就受益人为中介人而须作之安排

若阁下知悉任何受益人是以作为其本身客户的中介人的身份进行交易，但阁下并不知道有关交易所涉及受益人本身客户的身份、地址、职业及联络数据，阁下确认：

- (a) 阁下须与受益人作出安排，让阁下可按要求立即向该受益人取得上述资料；及
- (b) 阁下将按吾等就有关交易提出的要求，立即要求发出交易指示的受益人提供所需身份详情，及在收到有关详情后立即呈交予塞浦路斯监管机构，或促使呈交该等详情予塞浦路斯监管机构。

#### 35.4 受益人放弃权利

阁下确认阁下并未受任何法律规定阻止阁下遵守此条，或如阁下受该等法律限制，则阁下或受益人（视属何情况而定）已经放弃该等法律的保障或已经书面同意遵守此条。阁下亦确认阁下根据此条的责任即使在本协议终止后仍然继续有效。

### 36. 风险披露声明

#### 36.1 适用于所有证券的一般风险披露声明

证券价格有时可能会非常波动。证券价格可升可跌，甚至变成毫无价值。买卖证券未必能够获取利润，反而会招致损失。

#### 36.2 保证金买卖的风险披露说明

藉存放抵押品而为交易取得融资的亏损风险可能极大。阁下所蒙受的亏损可能会超过阁下存放于有关交易商或证券保证金融资人作为抵押品的现金及任何其它资产。市场情况可能使备用买卖指示，例如“止损”或“止蚀限价”指示无法执行。阁下可能会在短时期内被要求存入额外的保证金金额或缴付利息。假如阁下未能在指定的时间内支付所需的保证金金额或利息，阁下的抵押品可能会在未经阁下同意下被出售。此外，阁下将要为阁下的账户内因此而出现



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.

### 36.3 Risk disclosure statement on transactions over Internet

We shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the Internet. However, you acknowledge that complete security cannot be guaranteed and any Transaction over the Internet may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission given the open nature of the Internet and such mode of transmission and communication is used at your own risk. You further acknowledge that there may be a time lag in transmission of information, instruction and communication via the Internet.

### 36.4 Risk disclosure statement on the safekeeping, pledge, deposit or loan of Securities

- There is risk if you provide us with an authority that allows us to apply your securities or securities collateral pursuant to a securities borrowing and lending agreement, re-pledge your securities collateral for financial accommodation or deposit your securities collateral as collateral of the discharge and satisfaction of our settlement obligations and liabilities.
- If your securities or securities collateral are received or held by us in Cyprus, the above arrangement is allowed only if you consent in writing. Moreover, unless you are a professional investor, your authority must specify the period for which it is current and be limited to not more than 12 months. If you are a professional investor, these restrictions do not apply.
- Additionally, your authority may be deemed to be renewed (i.e. without your written consent) if we issue you a reminder at least 14 days prior to the expiry of the authority, and you do not object to such deemed renewal before the expiry date of your then existing authority.
- You are not required by any law to sign these authorities. But an authority may be required by us, for example, to facilitate margin lending to you or to allow your securities or securities collateral to be lent to or deposited as collateral with third parties. The licensed or registered person should explain to you the purposes for which one of these authorities is to be used.
- If you sign one of these authorities and your securities or securities collateral are lent to or deposited with third parties, those third parties will have a lien or charge on your securities or securities collateral. Although we are responsible to you for securities or securities collateral lent or deposited under your authority, a default by us could result in the loss of your securities or securities collateral.
- A cash account not involving securities borrowing and lending is available from most licensed or registered persons. If you do not require margin facilities or do not wish your securities or securities collateral to be lent or pledged, do not sign the above authorities and ask to open this type of cash account.

### 36.5 Wireless Communications Medium

- We shall take all reasonably practicable steps to secure the transmission of information and communication between you and us via the wireless communications medium, e.g. WAP telephones. However, you acknowledge and agree that complete security cannot be guaranteed and any transaction over the wireless communications medium may be subject to interruption, security failure, transmission blackout, delayed transmission due to wireless communications medium traffic or incorrect data transmission given the open nature of the medium and such mode of transmission and communication is used at your own risk. You further acknowledge and agree that there may be a time lag in transmission of information, instruction and communication via the wireless communications medium and that you will bear all risks associated with it.
- We use 128 bits encryption technology for the wireless communications medium. If you are a WAP telephone user, you are required to turn-on the 128 bits encryption technology on your handset when you enter into our website. Should you fail to turn-on or your handset fails to support the 128 bits encryption when you give the Instructions or carry out the Services, we shall not be liable in any manner whatsoever for any loss or damages arising out of or in connection with them.

### 36.6 Risks of listed and over the counter Derivative Products (including but not limited to Equity Linked Notes/Instruments and warrants, collectively "Derivative Products") You understand and agree that:

- Derivative Products often involve a high degree of gearing, so that a relatively small movement in the price of the underlying securities results in a disproportionately large movement in the price. The values of Derivative Products are not fixed, but fluctuate with the market, which may be influenced by many factors, including changes in the economic and/or political environment. The prices of Derivative Products can therefore be volatile;
- you should not buy a Derivative Product unless you are prepared to sustain a total loss of the money you have invested plus any commission or other transaction charges;
- while Derivative Products are unexercised and if their underlying securities are suspended from trading on the relevant stock exchange, they may be suspended from trading for a similar period of time as their underlying Securities;
- it is not possible to predict the liquidity of Derivative Products. The fact that the Derivative Products may be so listed does not necessarily lead to greater liquidity than if they were not so listed;
- you are obligated to accept the underlying securities if the conversion price is triggered;
- the market value of Derivative Products may change as the result of changes in the actual or perceived credit standing of the issuer;
- if there is a stock split, issue of bonus shares or other unexpected event that changes the number of issued shares of the underlying stock, your counterparty may adjust the contract terms, at its sole discretion, to reflect the new market conditions. This may include unwinding the contract. You will be advised in the event of such adjustments;
- Derivative Products have limited liquidity. It may be impossible to liquidate an existing position or to do so at a satisfactory price because the market finds it difficult to assess the value, to determine a fair price or assess the exposure to risk;
- Derivative Products are embedded with options. Transactions in options carry a high degree of risk. The risk of loss in trading options can be substantial. Prospective investor should have prior knowledge of, or experience in option markets. You should carefully consider whether such trading is suitable in the light of your own financial position and investment objectives;
- pre-termination prior to maturity is possible subject to prevailing market terms and conditions;
- the value of the Derivative Products may be reduced due to any downgrades by rating agencies such as Moody's Investors Inc. or Standard & Poor's Rating Services; and
- the issuers may enter into discount, commission or fee arrangements with brokers and/or any of its affiliates with respect to the primary or secondary market in the Derivative Products.

You further understand and agree that:

- you are acting on your own account and you make an independent decision prior to trading in the Derivative Products or any other products in light of your own circumstances; and
- any information supplied by us and/or explanation relating to the terms and conditions of the Derivative Products or any other products given by us or our staff shall not amount to investment advice or recommendation to purchase the Derivative Products or any other products.

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

If you provide us 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

的任何短欠数额及需缴付的利息负责。因此，阁下应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合阁下。

### 36.3 网上交易风险披露声明

吾等应采取所有合理及实际可行的措施，以确保经互联网传送数据及彼此通讯之安全性。然而，阁下承认由于互联网的开放特性，吾等无法给予完全安全的保证并且任何在网上之交易会因互联网之交通或不正确之数据传送而受干扰、传输抵制影响，对于使用此类传送及通讯方式之风险须由阁下承担。阁下进一步承认经互联网传送信息、指示及通讯会有时间上延迟。

### 36.4 保管、质押、存放或借贷证券的风险披露声明

- 向吾等提供授权书，容许吾等按照某份证券借贷协议使用阁下的证券或抵押品再质押以取得特定融资，或将阁下的证券抵押品存放为用以履行及清偿其交收责任及债务的抵押品，存在一定风险。
- 假如阁下的证券或证券抵押品是由吾等在塞浦路斯收取或持有的，则上述安排仅限于阁下已就此给予书面同意的情况下方有效。此外，除非阁下是专业投资者，阁下的授权书必须明确指明有效期，而该段有效期不得超过 12 个月。若阁下是专业投资者，则有关限制并不适用。
- 此外，假如吾等在有关授权的期限届满前最少 14 日向阁下发出有关授权将被视为已续期的提示，而阁下对于在有关授权的期限届满前以此方式将该授权延续不表示反对，则阁下的授权将在没有阁下的书面同意下被视为续期。
- 现时并无任何法例规定阁下必须签署这些授权书。然而，吾等可能需要授权书，以便例如向阁下提供保证金贷款或获得阁下的证券或证券抵押品借出予第三方或作抵押品存放于第三方，有关持牌人或注册人应向阁下解释将为何种目的而用户许可证书。
- 倘若阁下签署授权书，而阁下的证券或证券抵押品已借出予或存放于第三方，该等第三方将对阁下的证券或证券抵押品具有留置权或作出押记。虽然吾等根据阁下的授权书而借出或存放属于阁下的证券或证券抵押品须对阁下负责，但吾等的违规行为可能会导致阁下损失，阁下的证券或证券抵押品。
- 大多数持牌人或注册人均提供不涉及证券借贷的现金户口。假如阁下无需使用保证金贷款，或不希望本身证券或证券抵押品被借出或遭押记，则切勿签署上述的授权书，并要求开立该现金户口。

### 36.5 无线通信媒介

- 吾等须采用所有合理可行步骤，以确保阁下与吾等透过无线通信媒介(例如WAP 手提电话)传送的数据和通讯的安全。然而，阁下知悉并同意绝对保安是无法保证的，而且由于无线通信媒介的开放性，任何透过该媒介进行的传送均有可能因无线通信媒介的流量或数据传送而受到干扰、保安失效、传送受阻或延迟的影响。阁下须自行承担采用该种传送或通讯方式的风险。阁下亦知悉及同意透过无线通信媒介传送数据、指示及通讯可能会出现时差，阁下将须承担与此有关的所有风险。
- 吾等对无线通信媒介采用 128 位加密技术。若阁下是手提电话用户，在进入吾等网站时，须启动手机的 128 位加密功能。若阁下发出指令或享用服务时，未有启动 128 位加密功能或阁下的手机未能支持此项功能，吾等将不会对任何因此而引致或与此有关的损失负责。

### 36.6 上市及场外交易衍生产品之风险 (包括但不限于高息票据/股票挂钩票据及认股证, 统称“衍生产品”)

- 阁下了解并同意:
- 衍生产品通常涉及高度杠杆作用，因此挂钩证券之价格出现相对轻微的波动会导致衍生产品价格出现不成比例之大幅波动。衍生产品的价值并不稳定，相反却随市场多种因素(包括经济及/或政治环境变化)波动。因此，衍生产品价格可能相当反复；
  - 除非阁下已准备承受损失投资金额，加上佣金及其它交易费用，否则不应买入衍生产品。
  - 当衍生产品为获行使，而若其挂钩证券暂停在交易所或任何其它相关交易所买卖，衍生产品将如其挂钩证券，于类似期间暂停买卖。
  - 衍生产品的流通量无法预计，衍生产品挂牌不一定会导致流通量比不挂牌高。
  - 若市价已触发换股价，阁下须接受相关的证券(即「正股」)
  - 发行商的实质或预计信用状况改变，亦可导致衍生产品价值改变。
  - 若有证券拆细、派发红股或其它引致正股发行数量改变的不可预见的事件，合约的另一方可酌情调整有关条款以反映市场的新情况。这可能涉及撤销合约。当有调整时，阁下将获得通知；
  - 衍生产品的流通量有限。因市场无法评估产品的价值、厘定价格或衡量风险，阁下或会难以变现或以满意价钱变现；
  - 衍生产品附有期权，交易风险甚高，可导致相当大的损失，投资者买卖衍生产品前，应认识期权市场及有关经验。阁下应考虑衍生产品附有产品的买卖适当阁下财政状况及投资目标；
  - 根据当时市场的条款和细则，产品可能在到期日前被提早终止合约；
  - 衍生产品之价值，可能因评级机构(如 moody's investors inc. 或 standard & poor's rating services)调低评级而下降；
  - 发行人可就衍生产品之初级及次级市场与经纪及/或其任何联系公司订立折扣、佣金或收费安排。

阁下亦了解并同意:

- 阁下自行处理阁下之户口，而阁下因应本身之情况在买卖衍生产品前作出独立决定；及
- 吾等提供之任何数据及/或吾等或吾等之职员就衍生产品或任何其它产品之条款及细则作出之解释，不应等同于购买衍生产品或任何其它产品之投资建议或建议。

### 36.7 提供代存邮件或将邮件转交第三方的授权书的风险

假如阁下向吾等提供授权书，允许他代存邮件或将邮件转交于第三方，那么阁下便须亲身收取所有关于账户的成交单据或结单，并加以仔细阅读，以确保可及时侦察到任何差异或



them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

### 36.8 Risks of client assets received or held outside Cyprus

Client assets received or held by the licensed or registered person outside Cyprus are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the laws of the Cyprus capital market and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Cyprus.

### 36.9 Additional risk disclosure

#### i. Deposited cash and property.

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has 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. Also, client recognizes and accepts that his financial instruments or assets may be held by a third person on behalf of the company, either in a personal or in an omnibus account, and that he may not be fully covered in the case of the third person's bankruptcy or in the case of any act or omission of the third person.

Cash deposited in Hong Kong Dollars for the United States Dollar-denominated MT4 trading platform, will be translated in the fixed exchange rate of 1 USD : 7.78 HKD.

#### ii. 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.

All commission and charges are displayed in our website [www.kabonline.com](http://www.kabonline.com) and are subject to change at any time. By signing this agreement you accept that you have visited our website and read about the fees and specifications for each product.

#### iii. Transactions in other jurisdictions.

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

#### iv. 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.

#### v. 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 according to your instructions or is not executed at all.

#### vi. 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.

#### vii. Off-exchange transactions In some jurisdictions, and only then in restricted

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

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

### 36.10 Additional risk disclosure for futures and options

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

#### ii. FUTURES

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

错误。

### 36.8 在塞浦路斯以外地方收取或持有的客户资产风险

持牌人或注册人在塞浦路斯以外地方收取或持有的客户资产，是受到有关海外司法管辖区适用法律及规例所监管的。该等法律及规例与塞浦路斯资本市场的法律及根据该条例制定的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在塞浦路斯收取或持有的客户资产的不同保障。

### 36.9 额外风险披露

#### i. 存放的现金及财产

如果你为在本地或海外进行的交易存放款项或其它财产，你应了解清楚该等款项或财产会获得哪些保障，特别是在有关商号破产或无力偿债时的保障。至于能追讨多少款项或财产一事，可能须受限于具体法例规定或当地的规则。在某些司法管辖区，收回的款项或财产如有不足之数，则可认定属于你的财产将会如现金般按比例分配予你。同时，客户承认并接受他的金融工具或资产可能由一个代表公司的第三方持有，或者以个人或以综合帐户，他可能在第三方破产案或不作为第三方的行为或情况下受到完全的保障。

港元存款在以美元计价的MT4交易平台，将以固定汇率 (1美元换算7.78港元)。

#### ii. 佣金及其它收费

在开始交易之前，你先要清楚了解你必须缴付的所有佣金、费用或其它收费。这些费用将直接影响你可获得的净利润(如有)或增加你的亏损。

所有的佣金和费用都会显示在我们的网站 [www.kabonline.com](http://www.kabonline.com)，其有关佣金和费用面都会在任何时候更新。通过签订本协议，您接受通过访问我们的网站，阅读有关的费用和每个产品的规格之最新资讯。

#### iii. 在其它司法管辖区进行交易

在其它司法管辖区的市场包括与本地市场有正式联系的市场进行交易，或会涉及额外的风险。根据这些市场的规例，投资者享有的保障程度例如赔偿保险可能有所不同，甚或有所下降。在进行交易前，你应先查明有关你将进行的该项交易的所有规则。你本身所在地的监管机构，将不能迫使你已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。有鉴于此，在进行交易之前，你应先向有关商号查询你本身地区所属的司法管辖区及其它司法管辖区可提供哪种补救措施及有关详情。

#### iv 货币风险

以外币计算的合约买卖所带来的利润或招致的亏损(不论交易是否在你本身所在的司法管辖区或其它地区进行)，均会在需要将合约的单位货币兑换成另一种货币时受到汇率波动的影响。

#### v. 交易设施

电子交易的设施是以计算机组成系统来进行买卖盘传递、执行、配对、登记或交易结算。然而，所有设施及系统均有可能暂时中断或失灵，而你就此所能获得的赔偿或会受制于系统供货商、市场、结算公司及或参与者商号就其所承担的责任所施加的限制。由于这些责任限制可以各有不同，你应向为你进行交易的商号查询这方面的详情。

#### vi. 电子交易

透过某个电子交易系统进行交易，可能会与透过其它电子交易系统进行交易有所不同。如果你透过某个电子交易系统进行交易，便须承受该系统带来的风险，包括有关系统硬件或软件可能会失灵的风险。系统失灵可能会导致你的买卖盘不能根据指示执行，甚或完全不获执行。

#### vii. 场外交易

在某些司法管辖区，同时在特定情况之下，有关商号获准进行场外交易。为你进行交易的商号可能是你所进行的买卖的交易对手方。在这种情况下，有可能难以或根本无法平掉既有仓位、评估价值、厘定公平价格或评估风险。因此，这些交易或会涉及更大的风险。此外，场外交易的监管或会比较宽松，又或需遵照不同的监管制度因此，你在进行该等交易前，应先了解适用的规则和有关的规则。

#### vii. 场外交易

在某些司法管辖区，同时在特定情况之下，有关商号获准进行场外交易。为你进行交易的商号可能是你所进行的买卖的交易对手方。在这种情况下，有可能难以或根本无法平掉既有仓位、评估价值、厘定公平价格或评估风险。因此，这些交易或会涉及更大的风险。此外，场外交易的监管或会比较宽松，又或需遵照不同的监管制度因此，你在进行该等交易前，应先了解适用的规则和有关的规则。

### 36.10 关于期货及期权买卖的额外风险披露

i. 本声明旨在概述买卖期货及期权的风险，并不涵盖该等买卖的所有相关风险及其它重要事宜。你在进行任何上述交易前，应先了解将订立的合约的性质(及有关的合约关系)和你就此须承担的风险程度。期货及期权买卖对很多投资者都不适合，你应就本身的交易经验、投资目标、财政资源及其它相关条件，小心衡量自己是否适合参与该等买卖。

#### ii 期货

杠杆效应期货交易的风险非常高。由于期货的开仓保证金的金额较期货合约本身的价值相对为低，因而能在期货交易中发挥「杠杆」作用。市场轻微的波动也会对你投入或将需要投入的资金造成大比例的影响。所以，对你来说，这种杠杆作用可说是利弊参半。因此你可能会损失全部开仓保证金及为维持本身的仓位而向有关商号存入的额外金额。若果市况不利你所持仓位或保证金水平提高，你会遭追收保证金，即须在短时间内存入额外资金以维持本身仓位。假如你未有在指定时间内缴付额外的资金，你可能会被迫在亏蚀情况下平仓，而所有因此出现的短欠数额一概由你承担。

### 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.

### iii OPTIONS VARIABLE DEGREE OF RISK

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs. The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavorably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obliged to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a future, the seller will acquire a position in a future 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 future or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited. Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### iv ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS TERMS AND CONDITIONS OF CONTRACTS

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

### 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 options 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.

### 36.11 OPTIONS INFORMATION STATEMENT

Prior to entering into any transaction in options, please ensure that you are aware of and understand the following terms:

- Contract information: strike price; expiry day; underlying commodity; option type; buy or sell order; opening or closing trade; current quoted price; and order type.
- Underlying commodity: method of delivery or settlement; contract size; calculation of settlement prices.
- Exercise procedures: American or European style exercise.
- Premium: calculation of contract value; settlement of premium.
- Margin: approximate margin requirements; variation adjustment payments; collateral that may be lodged as margin; payment details.
- Transaction costs: minimum commissions; exchange and clearing house fees; exercise fees; and applicable levies.
- (Exchange Participant Representative) Registered Trader obligations: (Exchange Participant Representative) Registered Trader shall have no obligation to provide firm bids and offers with respect to Long-dated Options

### 37. Further confirmations in relation to trading of Derivative Products

#### 37.1 Residency

You hereby certify that neither you nor any beneficial owner (each of them being the "Holder of the Products") of the Derivative Products or other products (including but not limited to equity linked notes) (the "Products") purchased by you from us and/or transacted through or in the Account is: (a) a US person (as such term is defined under Regulation S of the United States Securities Act of 1933, as amended ("Securities Act") or a person within the United States (as such term is defined in Regulation S under the Securities Act); (b) a person in the United Kingdom; (c) a person holding permanent identity card of Hong Kong; (d) a resident of Japan; or (e) a person who is subject to any other limitations in respect of trading in the Products. You shall notify us in writing forthwith upon any changes in any such status of the Holder of the Products. We are entitled to rely fully on your certification and confirmation contained herein for all purposes, unless we receive notice in writing of any changes thereof.

### 38. Conflict between English, Chinese and Arabic versions

In the event of any conflict between any provision of the English version of this Agreement and its corresponding Chinese or Arabic version, the English version shall prevail.

### 39. Conflict of Interest Policy

#### Purpose

The aim of our Policy is to identify and prevent conflicts of interest which may arise between the Company and its clients or between one client and another. Effective management of any conflict of

### 减低风险买卖指示或投资策略

即使你采用某些旨在预设亏损限额的买卖指示(如「止蚀」或「止蚀限价」指示),也可能作用不大,因为市况可以令这些买卖指示无法执行。至于运用不同持仓组合的策略,如「跨期」和「马鞍式」等组合,所承担的风险也可能与持有最基本的「长」仓或「短」仓同样的高。

### iii 期权 不同风险程度

期权交易的风险非常高。投资者不论是购入或出售期权,均应先了解其打算买卖的期权类别(即认沽期权或认购期权)以及相关的风险。你应计入期权金及所有交易成本,然后计算出期权价值必须增加多少才能获利。购入期权的投资者可选择抵销或行使期权任由期权到期。如果期权持有人选择行使期权,便必须进行现金交收或购入或交付相关的资产。若购入的是期货产品的期权,期权持有人将获得期货仓位,并附带相关的保证金责任(参阅上文「期货」一节)。如所购入的期权在到期时已无任何价值,你将损失所有投资金额,当中包括所有的期权金及交易费用。假如你拟购入价外期权,应注意你可以从这类期权获利的机会极微。

出售(沽出或卖出)期权承受的风险一般较买入期权高得多。卖方虽然能获得定期期权金,但亦可能会承受远高于该笔期权金的损失。倘若市况逆转,期权卖方便须投入额外保证金来补仓。此外,期权卖方还需承担买方可能会行使期权的风险,即期权卖方在期权买方行使时有责任以现金进行交收或购入或交付相关资产。若卖出的是期货产品的期权,则期权卖方将获得期货仓位及附带的保证金责任(参阅上文「期货」一节)。若期权卖方持有相应数量的相关资产或期货或其它期权作「备兑」,则所承受的风险或会减少。假如有关期权并无任何「备兑」安排,亏损风险可以是无限大。某些国家的交易所允许期权买方延迟支付期权金,令买方支付保证金费用的责任不超过期权金。尽管如此,买方最终仍须承受损失期权金及交易费用的风险。在期权被行使又或到期时,买方有需要支付当时尚未缴付的期权金。

### iv. 期货及期权的其它常见风险

#### 合约的条款及细则

你应向替你进行交易的商号查询所买卖的有关期货或期权合约的条款及细则,以及有关责任(例如在什么情况下你或会有责任就期货合约的相关资产进行交易,或就期权而言,期权的到期日及行使的时间限制)。交易所或结算公司在某些情况下,或会修改尚未行使的合约的细则(包括期权行使价),以反映合约的相关资产的变化。

#### 暂停或限制交易及价格关系

市场情况(例如市场流通量不足)及/或某些市场规则的施行(例如因价格限制或「停板」措施而暂停任何合约或合约月份的交易),都可以增加亏损风险,这是因为投资者届时将难以或无法执行交易或平掉抵消仓位。如果你卖出期权后遇到这种情况,你须承受的亏损风险可能会增加。

此外,相关资产与期货之间以及相关资产与期权之间的正常价格关系可能并不存在。例如,期货期权所涉及的期货合约须受价格限制所规限,但期权本身则不受其规限。缺乏相关资产参考价格会导致投资者难以判断「公平」价格。

### 36.11 期权资料说明

在与客户交易之前,经纪必须肯定该名客户知道及明白以下各项词汇:

- 合约资料: 行使价; 到期日; 所属的商品; 期权种类; 买盘或卖盘; 开仓或平仓; 当时报价; 及落盘种类。
- 所属的期货: 交货或交收方法; 合约金额; 计算交收价格。
- 行使程序: 美国式或欧洲式行使。
- 期权金: 计算合约价值; 交收期权金。
- 按金: 约略按金规定; 调整金额付款; 可能需存放作为按金的抵押品; 付款详情。
- 交易费用: 最低限度佣金; 交易及结算所费用; 行使费; 及适用的征费。
- (交易所参与者代表) 注册庄家义务: (交易所参与者代表)注册庄家没有义务对远期期权提供作实买卖价。

### 37. 买卖衍生产品之确认声明

#### 37.1 居留地

阁下声明阁下及/或任何向吾等购买及/或透过户口处理之衍生产品或其它产品(包括但不限于股票高息票据)(「该产品」)的实益拥有人(各人均是「该产品的持有人」)概不是: (a) 任何美国人士(根据已修改之 1933 年美国证券法「证券法」内第 S 条例之词汇释义)或任何于美国境内的人士(根据证券法内第 S 条例之词汇释义); (b) 英国境内任何人士; (c) 持有香港永久居民身份证; (d) 日本居民; 或 (e) 任何受限制买卖该产品的其它人士 阁下须以书面实时通知吾等有关该产品持有人地位之任何改变。除非吾等收到有关任何更改之书面通知,否则吾等可完全信赖阁下在此所给予之声明及确认作一切用途。

### 38. 中英及亚拉伯文版本之抵触

在本协议之条文之中英文或英文及亚拉伯文版本有抵触时,则以英文版本为准。

### 39. 利益冲突之政策

#### 目的

此政策的目的在于识别及防止公司与客户、或者是客户与客户之间产生之利益冲突。当我们为客户提供投资及/或投资相关服务时,应实施有效的管理措施避免发生利益冲突,亦要采取

interest that may from time to time arise when providing various investment and/or ancillary services shall be performed by adopting reasonable measures to promptly identify and prevent such conflicts from damaging client interests as soon as practically feasible. Accordingly, we have adopted a Policy setting out the procedures, practices and controls in place to achieve this.

#### Scope

The Policy applies to all its directors, employees, any persons directly or indirectly linked to the Company (hereinafter called "related persons") and refers to all interactions with all clients.

#### Identification of Conflicts of Interest

For the purposes of identifying the types of conflict of interest that arise in the course of providing investment and ancillary services or a combination thereof and whose existence may damage the interests of a client, the Company shall take into account, by the way of application of appropriate tests, the question whether, as a result of providing by the Company investment and/or ancillary services, any of the following situations may occur in respect of an employee of the Company or a person directly or indirectly controlled by the Company:

- The Company or relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the client;
- The Company or relevant person has an interest in the outcome of a service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- The Company or relevant person has a financial or other incentive to favour the interest of another client or group of clients over the interests of the client;
- The Company or relevant person carries out the same business as the client;
- The Company or relevant person receives or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monies, goods or services, other than the standard commission or fee for that service.

#### Conflict prevention mechanisms

The procedures and controls that the Company follows to manage the identified conflicts of interest include the following measures:

- 1 Effective procedures to prevent or control the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more clients;
- 2 The separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of the Company;
- 3 The removal of any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity, where a conflict of interest may arise in relation to those activities;
- 4 Measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment or ancillary services or activities;
- 5 Measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment or ancillary services or activities where such involvement may impair the proper management of conflicts of interest.
- 6 Within the scope Policy the Company shall in all times identify and monitor the personal transactions being any trade in a financial instruments effected by or on behalf of a relevant person, where at least one of the following criteria is met:
  - a. That relevant person is acting outside the scope of the activities he carries out in his capacity;
  - b. The trade is carried out for the account of any of the following persons:
    - the relevant person;
    - any person with whom he has family relationship, or with whom he has close links;
    - a person whose relationship with the relevant person is such that the relevant person has a direct or indirect material interest in the outcome of the trade, other than a fee or commission for the execution of the trade.

Furthermore, the Company shall establish, implement and maintain adequate arrangements to prevent any relevant person who is involved in activities that may give rise to a conflict of interest, or has access to inside or other confidential information relating to clients or transactions with or for clients by virtue of an activity carried out by him on behalf of the Company, from any of the following activities (without limitation):

- (a) Entering into a personal transaction which meets at least one of the following criteria:
  - that person is prohibited from entering into such transaction under the laws of Cyprus;
  - it involves the misuse or improper disclosure of that confidential information;
  - it conflicts or is likely to conflict with an obligation of the Company under the laws of Cyprus.
- (b) Advising or procuring, other than in the proper course of his employment or contract for services, any other person to enter into a transaction in financial instruments which, if a personal transaction of the relevant person, would be covered by paragraph 22-27 of Directive DI144-2007-01 of the Cyprus Securities and Exchange Commission;
- (c) Without prejudice to the provisions of the applicable law, disclosing, other than in the normal course of his employment or contract for services, any information or opinion to any other person if the relevant person knows, or reasonably ought to know, that as a result of that disclosure that other person will or would be likely to take either of the following steps:
  - to enter into a transaction in financial instruments which, if a personal transaction of the relevant person, would be covered by paragraph 22-27 of Directive DI144-2007-01 of the Cyprus Securities and Exchange Commission;
  - to advise or procure another person to enter into such a transaction.

The arrangements to be made by the Company are in particular designed to ensure that:

- (i) each the Company relevant person is aware of the restrictions on personal transactions, and of the measures established by the Company in relation to personal transactions and their disclosure;
- (ii) the Company is informed promptly of any personal transaction entered into by a relevant person, either by notification of that transaction or by other internal procedures enabling the Company to identify such transactions. In the case of outsourcing arrangements third company the Company shall ensure that such company maintains a record of personal transactions entered into by any relevant person and provides that information to the Company promptly on request;
- (iii) a record is kept of the personal transaction either notified to or identified by the Company, including any authorisation or prohibition in respect of such a transaction.

#### Disclosure

Where a conflict arises and the Company is aware of it, it will disclose the conflict to the client prior to undertaking investment business for that client or, if it does not believe that disclosure is appropriate to manage the conflict, we may choose not to proceed with the transaction or matter giving rise to the conflict.

恰当及可行的方法去识别及防止一切有可能会对客户利益带来损害的行为。为此，我们采取了以下程序，实际行动以及监管的政策。

#### 适用范围

本政策适用于全体董事、员工、以及所有直接或间接与本公司相关联的人（以下简称“相关者”），以及与所有客户之间的行为及活动。

#### 利益冲突的定义

为了识别公司在提供投资及/或相关投资服务时或二者同时发生时可能使客户利益受到损害或产生的利益矛盾，本公司须把以下因素纳入考虑以及作适当的测试。在本公司提供所有投资及/或相关服务时会产生问题，会引致以下任何一种与本公司员工或相关者有关的情况发生时：

- 本公司或其相关人员企图以损害客户利益为代价而获得收益或减少公司或其相关人员的损失；
- 本公司或其相关人员为客户提供投资及/或相关投资服务或进行交易，而最终公司或其相关人是获得某些利益，但是提供之投资及/或相关投资服务或交易并非按照客户的意愿来行事；
- 本公司或其相关人员给予财政上或其它奖励以令另外一个或者另外一群客人的受惠，从而损害其它客人利益；
- 本公司或者相关人员进行与客户相同的交易；
- 本公司或者相关人员接受或者即将接受非客户的第三方提供因为为其客户的服务时之相关的诱导，例如以各种金钱、产品或服务的形式，而不是合乎规定的手续费或奖金返回。

#### 预防利益冲突之机制

本公司会遵循以下的程序及监控方式以控制利益冲突发生：

- 1 本公司将实施有效的管理程序，以防止或监控相关人员之间涉及到的利益冲突风险之信息交流，而这信息交流有可能损害到一个或一个以上客户的利益；
- 2 分开监管有关人士，其有关人士其主要职能包括代表客户而行事，或向可能有利益冲突的客户提供服务，或以其它方式代表不同的利益者，包括与本公司；
- 3 去除对于任何涉及到利益冲突之活动的直接相关人士之之薪酬，或所产生的收入；以及涉及到其它有可能因从事有关产生利益冲突的活动中不同的有关人士之收入；
- 4 采取措施，以防止或限制任何人行使不适当的行为去影响有关人士的进行投资或相关投资服务或活动；
- 5 采取措施防止或控制有关人士在即时或日后参与不同的投资或相关投资服务或活动，而这种参与可能损害其防利益冲突之机制；
- 6 在政策适用范围内本公司将有权在任何时候识别和监控由个人或相关人士名义所进行的金融工具之交易，而其中符合以下任何一条标准：
  - a. 采取措施防止或控制有关人士在即时或日后参与不同的投资或相关投资服务或活动，而这种参与可能损害其防利益冲突之机制；
  - b. 进行交易的人的账户是为以下的人进行的：
    - 相关人士；
    - 任何与其有亲属关系或者密切关系的人；
    - 任何与相关人士有关系的，此人在交易中有直接或间接物质的利益关系，并且此利益并不是由正常交易过程而产生的费用或佣金。

此外，本公司应建立、实施和保持适当的安排以防止任何有关人士参与的有可能会引起利益冲突的活动，或会接触到内部或者其它与客户或者交易相关联的公司机密信息的人，或代表本公司为客户进行以下的任何活动（但不限于）：

- (a) 参与符合以下任何一项标准的个人交易：
  - 塞浦路斯法规所禁止进行交易的人；
  - 涉及到滥用或不当披露机密信息的人；
  - 涉及与塞浦路斯法律下本公司其下有冲突的人。
- (b) 除了在适当的就业或服务合同外，建议或促使任何其它人进行金融工具交易，而这项有关人士参与的个人金融工具属于塞浦路斯证券和交易委员指令 DI144-2007-01 中的第 22-27 段条款中之覆盖范围内；
- (c) 在不影响适用法律的规定、披露及在正常情况下，除了就他的服务合同的职务以外的任何资料，或任何其它人的意见，如果有关人士都知道，或理应知道的，做为披露的结果，或可能采取以下步骤：
  - 进行一个金融工具的交易，如果有关人士的个人交易属于塞浦路斯证券和交易委员指令 DI144-2007-01 中的第 22-27 段条款中之覆盖范围内；
  - 建议或诱导他人进行这类交易。

本公司应对以下事项作出明确规定及安排，以确保：

- (i) 每个公司有关人士知悉的个人交易的限制，以及本公司制定的措施，特别是有关到个人交易及其披露；
- (ii) 在及时通知本公司有关人士的任何个人交易，而该交易可以是直接通知或版由其它内部程序通知。对于外包安排的第三方公司，本公司应确保该公司保存了任何有关人士的个人交易记录，及时应本公司要求提供这些信息；
- (iii) 做好任何公告或由公司作出的确定之个人交易的记录，包括涉及到任何授权或严禁的交易。

#### 披露

如果当公司意识到利益冲突，应为客户承担其投资业务之前向客户端公开其有关之利益冲突，或如果它不信任此披露能够对冲突进行适当的管理，我们可以选择不进行有关的交易或事项以免引起冲突。



The Company reserves the right to review and/or amend its Policy and arrangements whenever it deems this appropriate.

#### 40. Acknowledgement by KAB STRATEGY LIMITED Customers

- (a) As an account holder of KAB, you acknowledge and agree that in the event of our default and you incurred a loss as a result thereof, the liability of the Investor Compensation Fund that KAB subscribed will be restricted to the extent provided for therein.
- (b) You confirm that you have read and accept the terms of this Agreement (including the risk disclosure statements and certifications relating to Derivative Products) which have been explained to you in a language which you understand.
- (c) You also confirm that you have been invited to read the risk disclosure statement and any other risk disclosure statement posted in KAB's website [www.kabonline.com](http://www.kabonline.com), ask questions and take independent advice if you so wish and you fully understand the risks involved and are prepared to accept such risks.
- (d) You declare that you have read and understood all information provided within this agreement and though the official website [www.kabonline.com](http://www.kabonline.com) of KAB.

#### Futures, Commodities, Options on Futures Trading Addendum to the Customer Agreement

These terms for Futures, Commodities, Options on Futures Trading are supplemental to the Customer Agreement between you and KAB STRATEGY LIMITED Asia Limited (hereinafter as "We", "Us" or "Our"). Terms defined in the Customer Agreement shall have the same meaning when used here unless otherwise stated below.

Unless otherwise agreed by us in writing, any services on Futures, Commodities, Options on Futures Trading made available by us to you from time to time at your request shall be subject to the following terms and conditions:

##### 1. Interpretation

"Margin" means such amount in such currency and such other security whatsoever as KAB may from time to time demand in its absolute discretion from the Client by way of margin or variation adjustments in relation to Futures Contracts or Option Contracts;

##### 2. Orders

(a) KAB may in its absolute discretion and without assigning any reason decline to accept any instruction from the Client, whether in relation to the entering into or closing out of any Futures Contract or Option Contract, or the exercise of any rights thereunder. In such event, KAB will notify the Client accordingly, but KAB shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with KAB declining to act on such instruction or omitting so to notify the Client.

(b) The Client's instruction and all Futures Contracts and Option Contracts entered into by KAB on behalf of the Client shall be subject to the terms and conditions of the Agreement, and to all applicable laws, the constitution and any rule, regulation, custom, order, restriction, limitation, requirement of condition (including any trading or position limits) of or imposed by any relevant Exchange, Clearing House, Broker, Executing Agent and/or KAB from time to time, all of which shall be binding on the Client and shall prevail over any provisions of the Agreement in the event of any conflict or inconsistency, and KAB may in its absolute discretion take or refuse to take any action, or demand that the Client shall take or refrain from taking any action, to ensure compliance with the same.

(c) KAB may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through

- (i) any Executing Agent for the execution and/or clearance of any Futures Contract or Option Contract on any Exchange and/or Clearing House, and/or
- (ii) any person or party associated in any manner with KAB, including any subsidiary or associated company(ies) of KAB, in either case on such terms and conditions as KAB may in its absolute discretion determine.

(d) After any Futures Contract or Option Contract has been entered into by KAB on behalf of the Client, KAB shall notify the Clients of the details of such contract in such form, containing such details and provided to the Client within such time limit as KAB may determine, subject to any applicable rules, regulations or laws.

(e) If any relevant Exchange, Clearing House, Broker and/or Executing Agent on which or through whom any Futures Contract or Option Contract has been entered into by KAB on behalf of the Client requires any alteration in any terms and conditions of any such Future Contract or Option Contract, KAB may take all such action on behalf of the Client as KAB may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof, or to avoid or mitigate loss thereunder, and all such action shall be binding upon the Client.

(f) KAB reserves the rights to refuse or reject the transaction with absolute discretion and can without giving any reasons which caused by delay or failure of the internet system, failure of the electronic trading platform, inaccuracy of price quote and/ or any problems related which alters the accuracy of price quote in the electronic trading platform

(g) In order to protect the fairness of the electronic trading platform and the legitimate rights and interests of all clients, transaction which is done by using loopholes or failure of the electronic trading platform and/ or creating loopholes or failure of the electronic trading platform is not allowed. Moreover, KAB bans and forbids the use of unauthorized third-party malicious software (ie, "plug-in software"), which create loopholes for transactions that beneficial to any parties.

(h) KAB can suspect and/ or determine those clients trading position(s) which is/are held less than five minutes with absolute discretion and does not require to give any reasons, that the above clients trading position(s) is/ are done by using loopholes or failure of the electronic trading platform and/ or creating loopholes or failure of the electronic trading platform, and/ or using an unauthorized third-party malicious software (ie, "plug-in software") which create loopholes for transactions.

(i) For circumstances referred to in (g) and/ or (h), the client needs to be responsible for any profits or income loss, damage charges, expenses and legal liability or counsel fee suffered by KAB. Client agrees that KAB has absolute discretion and are not required to give any prior notification, to pay KAB at any time when KAB suffered or incurred by any profits.

(j) For circumstances referred to in (f), (g) and/ or (h), KAB will notify clients the incident, but KAB

本公司有权在其认为适当时审查和/或修改其政策和安排。

#### 40. 三甲金融策略有限公司客户之确认

- (a) 若阁下为三甲的户主持有人，阁下确认及同意，若吾等之失误而导致阁下因而蒙受损失，将根据三甲缴付的投资者赔偿基金而只限于赔偿与此相关的损失；
- (b) 阁下确认已阅读并接受本协议之条款(包括风险披露声明及有关衍生产品的确认声明)。而本协议之条款亦已经以阁下所理解之语言阁下解释。
- (c) 阁下亦确认已获邀请阅读风险披露声明及刊登于三甲网站上 [www.kabonline.com](http://www.kabonline.com) 的其它风险披露声明。提出问题及征求独立意见(如阁下有此意愿) 而阁下完全明白所涉及的风险及准备接受该等风险。
- (d) 您在此声明您已阅读并理解本协议及三甲官方网站 [www.kabonline.com](http://www.kabonline.com) 内提供的所有信息。

#### 商品及期货、期货期权规定客户协议附件

此等商品及期货、期货期权规定条款为阁下跟三甲金融策略有限公司(以下简称吾等)订立之协议之补充条件及条款。于客户协议的词语在此将具相同的意义。

除非吾等另有书同意，吾等按阁下所要求而向阁下不时提供的商品及期货、期货期权买卖服务须受下述之条款(以下简称《该协议》)约束：

##### 1. 定义

「保证金」就期货合约或期权合约而言，指三甲不时以绝对酌情权向客户要求，以按金或价格变动调整的方式采用的货币的数额及其它抵押品；

##### 2. 指令

(a) 三甲可以有绝对酌情权及无须给予任何理由的情况下拒绝执行任何客户指示，不论是关于订立或将任何期货合约或期权合约平仓，或关于行使其任何权利。在该情况下，三甲将通知客户，但三甲在任何情况下无须对客户因三甲拒绝按照该指示行事或未有就此通知客户而蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出负责。

(b) 客户指示及所有由三甲代表客户订立的期货合约及期权合约，须受本协议的条款及条件、所有适用的法律及任何有关交易所、结算所、经纪、执行代理及/或三甲之章程及任何规则、规例、惯例、指令、指示、约束、限制、要求或条件(包括任何交易或持仓限制)之不时规范，所有该等规范对客户均具约束力。假如本协议条文与该等规范有任何抵触或歧异，须以该等规范为准。三甲可用绝对酌情权或拒绝采取任何行动，或要求客户采取或避免采取任何行动，以确保该等规范得以遵守。

(c) 三甲可为了执行任何客户给予的指示，按三甲以绝对酌情权所定的条款及条件，或

(i) 就在任何交易所及或结算所进行任何期货合约或期权合约的执行及/或结算，与任何执行代理，及/或

(ii) 与任何与三甲以任何形式关联的人士或一方，包括三甲之任何附属或联营公司，订立合约、与它们进行交易、或是透过它们进行交易。

(d) 在受任何适用的规则、规例或法律的规限下三甲在代表客户订立任何期货合约或期权合约之后，三甲将按其所定的形式、内容及时间，通知并提供予客户该合约的详情。

(e) 假如任何有关交易所、结算所、经纪及/或执行代理，要求对任何该期货合约或期权合约的任何条款及条件作出任何修改，而三甲是在该交易所或结算所代表客户订立任何期货合约或期权合约，或是透过该经纪或执行代理订立，三甲有权代表客户采取其以绝对酌情权认为需要或适宜的一切行动来遵循该修改、或是避免或减轻有关损失，而所有该等行动对客户均具约束力。

(f) 三甲可以有绝对酌情权及无须给予任何理由的情况下拒绝承认任何客户因交易平台可能受网络延迟、网络故障、计算机故障、报价误差及/或报价系统等问题造成或可能造成交易平台上的报价无法准确及实时反映市场上正确价格的指示及交易。

(g) 为保障电子交易平台的公平性及所有客户的合法权益，三甲不允许及不接受任何恶意利用投资平台漏洞或故障进行下单交易的行为。三甲禁止客户借助未经三甲授权及认可的第三方恶意软件(即“外挂软件”)，利用恶意软件制造漏洞进行下单交易。

(h) 客户其任何持仓时间少于5分钟时的交易，三甲可以有绝对酌情权及无须给予任何理由的情况下怀疑及/或确定该交易行为是恶意利用投资平台漏洞或故障进行下单交易及/或利用恶意软件制造漏洞进行下单交易。

(i) 在(g)及/或(h)提及的情况下，客户需向三甲蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出负责。客户同意三甲可以有绝对酌情权及无须给予任何知会的情况下，于在(g)及/或(h)提及的情况发生时或之后的任何时间向三甲支付三甲蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出。

(j) 在(f)、(g)及/或(h)提及的情况下，三甲将通知客户，但三甲在任何情况下无须对客户因



has no liability for any profits or income loss, damage charges, expenses and legal liability, counsel fee or any other related fee that client suffered as a result from refuse and/ or reject such transaction by KAB.

(k) Nothing herein shall in any manner inhibit KAB or any subsidiary or associated company(ies) of KAB or its directors, officers or employees from acting in any capacity for any other person, or from buying, holding or dealing in any Futures Contract or Option Contract for their respective own accounts, notwithstanding that similar Futures Contract or Option Contract may be comprised in the Account or that there is an unexecuted order from the Client, in relation to similar Futures Contract or Option Contract, or from purchasing for the Client Futures Contract or Option Contract held by KAB or any subsidiary or associated company(ies) of KAB or its directors, officers, employees or clients for their respective own accounts, or purchasing for KAB or any subsidiary or associated company (ies) of KAB or its directors, officers, employees or clients for their respective own accounts Futures Contract or Option Contract forming part of the Account, provided that in either case the terms of the purchase are not less favorable to the Client than they would have had the transactions been entered into at arm's length on the relevant day. Neither KAB nor any subsidiary or associated company(ies) of KAB or its directors, officers or employees shall be liable to account to the Client for any commission, remuneration, profit or other benefit whatsoever resulting from the foregoing.

(l) Nothing herein shall place KAB under any duty to disclose to the Client any information which may come to the notice of KAB in the course of acting in any capacity for any other person.

### 3. Margin

(a) In respect of all Futures Contracts and Option Contracts entered into by KAB as agent on behalf of the Client, the Client shall immediately upon demand provide KAB with such Margin together with such guarantees and other security in such form and amount and on such terms as KAB may in its absolute discretion require from time to time. The Margin required by KAB may exceed any margin requirements prescribed by an Exchange, Clearing House, Broker or Executing Agent, and may be changed by KAB with immediate effect without prior notice to the Client.

(b) KAB shall be entitled to demand from the Client from time to time such additional Margin as KAB shall think fit in its absolute discretion, whether to comply with any requirement imposed by law or by any Exchange, Clearing House, Broker or Executing Agent or otherwise whatsoever or howsoever, and the Client shall immediately upon demand provide KAB with such additional Margin.

(c) Margin in the form of assets other than cash will only be accepted by KAB in its absolute discretion. Where shares, stocks and/or other valuables are deposited as Margin, KAB shall have and absolute discretion to assign a notional value (which need not correspond to the market value) to the asset for Margin purpose, which value may change from time to time as determined by KAB in the light of the prevailing market value of the asset or otherwise.

(d) Without prejudice and in addition to any other rights and remedies of KAB hereunder, the Client hereby irrevocably authorizes KAB, without prior notice to the Client, to apply all or any part of any cash deposit or other property held for the account of the Client by KAB on any account whatsoever and whether or not relating to trading in Futures Contract or Option Contract:

(i) in or towards the provision of any Margin or additional Margin demanded by KAB pursuant to Clauses 3(a) and (b); and/or

(ii) in payment to any Exchange, Clearing House, Broker and/or Executing Agent in or towards satisfaction of any liability to provide margin demanded or required by such Exchange, Clearing House, Broker or Executing Agent in respect of any Futures Contract or Option Contract entered into by KAB on behalf of the Client, or towards provision of security (whether in the form of mortgage, deposit, charge, pledge or otherwise) in favor or to the

order of any Exchange, Clearing House, Broker and/or Executing Agent, without prior notice to the Client and free of any beneficial interest of the Client or of any other person in the Margin, as security for KAB's obligations to (and upon terms specified by) the Exchange, Clearing House, Broker and/or Executing Agent in respect of any Futures Contract or Option Contract entered into by KAB on behalf of the Client, with power to such Exchange, Clearing House, Broker and/or Executing Agent to enforce the security in satisfaction of any obligations of KAB, provided that the Client's deposit or property shall not be applied to finance or act as security for any Clearing House margin requirements or trading liabilities in respect of Futures Contract or Option Contract entered into by KAB on behalf of any other

client (and in either event, such deposit or property will be dealt with according to the rules and regulations of the relevant Exchange, or Clearing House, or the terms of trading of the broker or Executing Agent); and/or

(iii) in satisfaction of any other obligations of KAB to any party insofar as such obligations arise in connection with or incidental to any Futures Contract or Option Contract entered into by KAB on behalf of the Client; and/or (iv) in or towards payment of money properly required to meet commissions, brokerage, levies or other proper charges directly relating to any Futures Contracts or Option Contracts entered into by KAB on behalf of Client; notwithstanding that any such application may result in the Client being required by KAB to provide additional Margin.

(e) Margin calls must be met within 24 hours (or such other time limit as may be specified by KAB from time to time). Failure to meet such calls may result in KAB being obliged by the rules or regulations of the relevant Exchange and/or Clearing House to close out the Open Contracts held on behalf of the Client in respect of which calls have not been met, and/or to notify the relevant Exchange, Clearing House, Broker or Executing Agent particulars or such Open Contracts.

(f) Unless specifically instructed by the Client, Futures Contracts or Option Contracts held in the Account which the Exchange allows to be set off for margin purpose will automatically be set off for the determination of Margin without reference to the Client, but these Contracts will not be closed out or treated as netted off for any other purpose.

(g) If the Client maintains a cash account with KAB for Option Contracts, only long Option Contract positions can be carried in the account. The Client shall pay KAB the full cash value of the premium of the Option Contract on the date of the Client's instruction to KAB to purchase the Option Contract.

### 4. Settlement

(a) Subject to Clause 4(e), in respect of each Open Contract for the Client's account which remains subsisting on the maturity date for its settlement, KAB and the Client shall each have an obligation to make or take delivery (as the case may be) of the Commodity the subject matter of the contract on the maturity date, provided that where, according to the rules of the relevant Exchange, the outstanding obligations of the buyer and seller of an Open Contract shall be satisfied solely by cash settlement based on a difference in price or value, KAB or the Client (as the case may be) shall settle the Open Contract by paying the relevant difference to the other on the maturity date of the Open Contract. The Client shall take all necessary actions to enable KAB to effect due settlement of

三甲拒绝承认有关指示及交易或未有就此通知客户而蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出负责。

(k) 本协议不会以任何方式约束三甲或任何三甲之附属或联营公司或其董事、高级人员或雇员以任何的身份为任何其它人士行事, 或为其各自的账户购入、持有或买卖任何期货合约或期权合约, 即使同样的或类似的期货合约或期权合约包含在账户内, 或是仍有与同样的或类似的期货合约或期权合约有关的客户指令未被执行, 或约束三甲或任何三甲之附属或联营公司或其董事、高级人员或雇员或其客户持有的期货合约或期权合约, 或代三甲或任何三甲之附属或联营公司或其董事、高级人员或雇员或其客户为各自的账户购入包含在帐户内的期货合约或期权合约。然而, 任何一种情况下, 客户于该宗买卖所获给予的条件, 必须不逊于如果交易于有关日子在公平交易原则下订立时所获给予的条件。三甲或任何三甲之附属或联营公司或其董事、高级人员或雇员均不须向客户交代因而产生的任何佣金、报酬、利润或其它利益。

(l) 三甲并无责任向客户披露三甲在为任何其它人士以任何身份行事的过程中所得悉的任何资料。

### 3. 保证金

(a) 就三甲作为代理人代表客户签订的所有期货合约或期权合约, 客户须在被要求时, 立即根据三甲以绝对酌情权不时要求的形式、数量及条款提供保证金以及保证金及其它抵押品。三甲所要求的保证金可超过交易所、结算所、经纪或执行代理规定的保证金要求, 保证金亦可在无须事先通知客户的情况下作出变动, 该变动并实时生效。

(b) 三甲有权不时要求客户提供根据三甲以绝对酌情权认为合适的额外保证金, 不论是为了遵从法律, 任何交易所、结算所、经纪或执行代理或其它方面订立的任何要求, 客户亦须在被客户要求时立即提供该额外保证金予三甲。

(c) 三甲仅会以绝对酌情权接受非现金形式之资产作为保证金。如以股份、股票及或其它有价值物品存放作为保证金, 三甲可以绝对酌情权就保证金目的定出一个假定价值(该价值不须与市场价相符)予资产, 该价值可根据三甲因应资产的现行市场价值或其它方面厘定而作不时变动。

(d) 在不损及并在附加于三甲在本协议下的任何其它权利及补偿的情况下, 客户特此不可撤销地授权三甲, 在无须通知客户的情况下, 运用三甲以任何帐户为客户持有的现金按金或其其它财产的所有或任何部分, 不论是否有关买卖期货合约或期权合约:

(i) 作为提供三甲根据第 3 (a) 及 (b) 条款要求的任何保证金或额外保证金; 及/或

(ii) 以支付予任何交易所、结算所、经纪或执行代理来清偿该交易所、结算所、经纪或执行代理就有关任何三甲代客户订立的期货合约或期权合约, 而要求或需要提供的保证金的债务; 或是作为提供抵押品(不论是以按揭、按金、押记、质押或其它形式)在无须事先通知客户及不受客户或任何其它人士于保证金的任用实益权益限制的情况下, 以任何交易所、结算所、经纪及/或执行代理为受益人或按彼等的命令, 作为有关任何三甲因为代客户订立即期货合约或期权合约而须对交易所、结算所、经纪及/或执行代理的责任(按彼等指定的条款)保证, 并赋予该交易所、结算所、经纪及/或执行代理权力强制执行抵押品以清偿三甲的任何债务。然而, 客户的按金或财产不应被用作有关三甲代任何其它客户订立的期货合约或期权合约, 就任何结算所保证金需求或交易责任提供资金或作为抵押品(并在两者中任何一种情况下, 该按金或财产将按照有关交易所或结算所的规则或规例, 或按照经纪或执行代理买卖的条款处理); 及/或

(iii) 清偿三甲欠任何人士的任何其它债务, 只要该等债务乃属因三甲代客户订立任何期货合约或期权合约而产生或附带者则可; 及/或 (iv) 以支付直接有关三甲代客户订立任何期货合约或期权合约的佣金、经纪佣金、征费及其它正当费用而正当地需要偿付的款项; 尽管任何该运用可引致三甲要求客户提供额外保证金。

(e) 客户须于获发追补之保证金通知的 24 小时内(或三甲不时指定的其它期间限制)将该等保证金存放于三甲。未能付妥该等通知追补之保证金可引致三甲需要根据有关交易所及结算所的规则或规例因并未付妥通知追补之保证金之数而将代客户持有之未平仓合约平仓, 及/或通知有关交易所、结算所、经纪及/或执行代理该等未平仓合约的详情。三甲尤其需要向相关交易所报告有关三甲指定期间内连续发出两次追补之保证金通知但仍未获执行之所有未平仓合约的详情。

(f) 除客户特别指示外就交易所容许作保证金用途抵消的账户内所持期货合约或期权合约, 该等期货合约或期权合约将自动抵消以厘定保证金, 而无须知会客户, 但是此等合约不会为任何其它目的获平仓或抵消。

(g) 倘若客户就期权合约维持某一现金账户, 账户仅可持有期权长仓合约。客户须于客户给予三甲指示购买期权合约的日期时, 向三甲支付期权合约期权金的全数现金价值。

### 4. 交收

(a) 在受本 4 (e) 条的规限下, 有关每张在到期结算日仍然存在的客户账户中未平仓合约, 三甲及客户各自有责任于到期日时交付或接收合约主题的商品(视乎情况而定)。然而, 如果因按照有关交易所的规则, 未平仓合约买方及卖方尚未履行的责任将会根据价格或价值的差距纯以现金交收来获清偿, 三甲或客户(视乎情况而定)须于未平仓合约到期日向对方支付有关差额以将未平仓合约结算。客户须采取所有需要的行动使三甲能根据有关交易所、结算所、经纪及/或执行代理的规则、规例及要求执行每份未平仓合约的妥善交收。

each Open Contract on behalf of the Client in accordance with the rules, regulations and requirements of the relevant Exchange, Clearing House, broker and/or Executing Agent.

(b) Subject to the terms of the Agreement and to the rules, regulations and requirements of the relevant Exchange, Clearing House, broker and/or Executing Agent, the Client may, at any time before the last trading day of the Futures Contract or Option Contract, request KAB to close out the same. Any amount payable by the Client arising out of the closing out of any Futures contract or Option Contract shall become immediately due and payable to KAB upon the closing out.

(c) To exercise an option pursuant to an Option Contract entered into by KAB on the Client's behalf, the Client shall deliver to KAB a notice of exercise at least 24 hours before the cut-off date for the tender of exercise instructions prescribed by the writer of the option or the relevant Exchange, Clearing House, broker or Executing Agent (whichever prescribes the earliest cut-off date). Unless required by the rules of the relevant Exchange or otherwise agreed between KAB and the Client that the outstanding obligations of the buyer and seller of and Option Contract are satisfied solely by cash settlement based on a difference in price or value, a notice of exercise from the Client shall only be considered to be valid when accompanied:

(i) in the case of a put option, with the underlying commodity or document of title thereof for making deliver; and  
(ii) in the case of a call option, with sufficient immediately available funds to take delivery of the Commodity. Unless specifically instructed by the Client and subject to the terms of the Agreement, KAB shall not have any responsibility whatsoever to tender any exercise instructions on behalf of the Client in respect of any Option Contract on or before the relevant cut-off date applicable to the Option Contract. Where the Client holds a short position under an Option Contract and the option is exercised (or deemed to be exercised on expiry or otherwise), the Client shall on demand pay KAB in cash the settlement amount payable by the Client pursuant to the terms of the Option Contract.

(d) If KAB or the Executing Agent (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of all or any part of any amount or to receive delivery of all or any part of any amount of any Commodity (whether from the relevant Exchange, Clearing House and/or any other person) due to be paid or delivered to the Client in respect of any Futures Contract or Option Contract entered into by KAB on behalf of the Client on the due date for payment or delivery thereof in accordance with the rules and regulations of the relevant Exchange and/or Clearing House and/or any applicable laws. KAB's obligations to make payment or to deliver any Commodity to the Client in respect of such Futures Contract or Option Contract shall thereupon and by virtue of such failure become obligations to make payment of such amount or delivery of such quantity of such Commodity as is equal to such payment or such quantity as is actually received by KAB in respect thereof.

(e) KAB may in its absolute discretion but shall not be bound to act on any instruction from the Client to take any action whatsoever or howsoever against any Exchange, Clearing House and/or any other person in respect of any failure by such Exchange, Clearing House and/or other person to make any payment or to deliver any amount of any Commodity in respect of any Futures Contract or Option Contract entered into by KAB on behalf of the Client as provided in Clause 4(e), provided that if any such action is taken by KAB, the Client shall fully indemnify KAB on demand in respect of all costs, claims, demands, damages and expenses arising out of or in connection with the taking of such action.

(f) Any statement or confirmation signed by any authorized signatory of KAB stating the price or value at which any Futures Contract or Option Contract is entered into or closed out, or the exchange rate applicable in any currency conversion, or the amount owing by the Client to KAB at any given time, shall (in the absence of manifest error) be binding on the Client as to the particulars stated.

## 5. Payment

(a) The Client shall pay KAB forthwith upon demand by KAB at any time the full amount of all losses, debit balances and deficiencies resulting from any transaction between the Client and KAB, or from the operation of the Client's Account. Payment shall be made in such currencies as KAB may prescribe from time to time.

(b) Without prejudice to the Client's obligation to effect payment on demand, each payment (whether by way of direct payment, transfer, debit or credit) to be made by the Client to KAB in relation to the Agreement shall be made not later than the close of business time (Cyprus time) on the date on which payment is required to be made.

(c) The Client shall also pay default interest on any amount overdue, at the rate from time to time determined by KAB, from the due date until the date of payment thereof in full, together with all costs and expenses (including all legal costs and expenses on a full indemnity basis) incurred by KAB in connection with the recovery of such sums or the exercise by KAB of its other rights against the Client.

(d) Each payment by the Client shall be made in full in immediately available funds, free and clear of and without deduction for any present or future taxes, levies, imposts or other withholdings.

(e) In respect of any Futures Contract or Option Contract entered into by KAB on behalf of the Client effected in a currency other than Hong Kong dollars, any profit or loss arising as result of fluctuations in currency exchange rates shall be entirely for the account and risk of the Client.

(f) Where any payment, combination, sell-off or transfer under the Agreement (by the Client to KAB or vice versa) requires the conversion from one currency to another, such conversion shall be calculated at the spot selling rate of exchange as conclusively determined by KAB (or any subsidiary or associated company (ies) of KAB as KAB may elect) for the currency which requires conversion against the currency to be corrected into.

(g) No payment to KAB, whether under any judgment or order of court or otherwise, shall discharge the Client's liability or obligation to KAB until KAB has received unconditional and irrevocable payment in full in the currency required or agreed. To the extent the amount of any such payment shall, on actual conversion into the required currency, fall short of such obligation or liability expressed in that currency, the Client shall indemnify KAB fully on demand for the amount of the shortfall.

## 6. Unilateral Closing Out

(a) KAB shall be entitled to exercise its powers under Clause 6(b) upon or at any time after the occurrence of any of the following events:

(i) the Client fails to pay on demand or when due any sum (in particular, any Margin) due to any subsidiary or associated company (ies) of KAB, or fails to perform any of the client's other obligations under the Agreement  
(ii) the Client fails to make payment in respect of any loan, guarantee, indemnity or other

(b) 在受本协议条款及有关交易所、结算所、经纪及/或执行代理的规则、规例及要求所规限下，客户可在期货合约或期权合约最后交易日之前的任何时间，要求三甲将该期货合约或期权合约平仓。由于任何期货合约或期权合约平仓而应由客户支付的任何数额将在平仓时变作立即到期及须支付予三甲。

(c) 当根据三甲代客户订立的期权合约行使期权时，客户须于由期权卖家或有关交易所、结算所、经纪或执行代理（无论何者规定最早截止日期）规定递交行使指示截止日期的 24 小时之前向三甲交付行使通知书。除非根据有关交易所的规则或三甲与客户议定期权合约买方及卖方的尚未履行责任会纯以根据价格或价值差距的现金结算获得清偿外，客户的行使通知书将仅会视作有效，如连同：

(i) 若属认沽期权，有关商品或有关商品的文件以作交付之用；及  
(ii) 若属认购期权，足够实时可供使用的资金以接收商品。除非客户特别指示并受本协议条款的规限下，三甲无须于适用于期权合约的有关截止日期时或之前，就任何期权合约代客户递交任何行使指示。

(d) 如客户在期权合约持有空仓并行使期权（或当视作在届满期日或在其它方面已行使），客户须在被客户要求时向三甲以现金支付根据期权合约条款客户需支付的交收数目。

(e) 假如三甲或其执行代理（视乎情况而定）于支付或交付的到期日，仍未收到（不论从有关交易所、结算所及/或任何其它人士处）任何根据有关交易所及/或结算所及/或所适用的法律的规定及规例而须就三甲代客户所订立即期期货合约或期权合约而须支付或交付客户的所有款项或商品，或其任何部份，则三甲就该期货合约或期权合约的付款或在交付商品于客户方面的责任，将因此而变成支付及交付相等于该等三甲已实际收到的款项和商品数目的责任。任何由三甲获授权签署人签署的任何报表或确认书所载的详情，说明任何期货合约或期权合约订立或平仓的价格或价值，或任何货币转换的适用汇率，或客户于某一时间欠负三甲的数额，将对客户具约束力（在没有明显错误情况下）。

(f) 三甲可用绝对酌情权，但并非必须如此实行，按照任何由客户给予的指示行事，就任何交易所、结算所及/或其它人士未能就第 4(e) 条所述三甲代表客户所订立即期期货合约或期权合约付款或交付商品，或其任何部份，向该交易所、结算所及/或其它人士采取行动。然而，假如三甲采取任何行动，客户须在被客户要求时向三甲因采取行动而招致的所有费用、申索、索求、损害赔偿及支出作出十足弥偿。

## 5. 付款

(a) 客户须于任何时间在三甲提出要求时实时向三甲全数支付客户与三甲的交易或因操作客户帐户而引致的所有损失、借方余额及不敷之数。付款须采用三甲不时指定的货币。

(b) 在不损及客户在被要求实时付款的责任的情况下客户须于不迟于规定付款当日的停止营业时间（塞浦路斯时间）向三甲支付有关本协议的款项（不论是以直接付款、转账、记入借方或贷方帐中的形式）。

(c) 客户亦须就任何到期未付的款项支付违约利息，金额按三甲最终报出的未经许可透支不时应支付的利率计算，由应缴付日期起计，至实际付款日期止。客户亦须支付三甲有关向客户追讨该等款项或对客户行使三甲的其它权利而招致的所有费用及开支（包括在完全赔偿的基础上的所有律师费及开支）。

(d) 客户每次付款以实时可供使用的资金十足支付，该付款不受任何现在或将来的税项、征费、关税或其它预扣约束，不受该等费用扣除。

(e) 当三甲代客户订立的期货合约或期权合约并非采用港币时，任何因汇率波动所产生的利润或导致的损失，一概由客户承受并由客户承受其风险。

(f) 假如根据本协议作出的任何付款、合并、抵销或转移（由客户向三甲作出，反之亦然），需要将一种货币转换为另一种货币，此一转换就一种货币转换为另一种货币须按三甲（或三甲所选的任何三甲之附属或联营公司）所最终厘定的实时出售汇率计算。

(g) 即使三甲已就任何法庭裁决、命令或是在其它方面获得支付款项，但在三甲无条件及不可撤销地获得以所需或所协议的货币支付所有款项前，客户对三甲的责任或义务仍未获得解除。当进行了实际的兑换后，假如该等以兑换的货币来计算的款项，仍不足以抵偿该等须履行的责任或义务，客户须于被客户要求时弥偿三甲所有不敷之数。

## 6. 单方面平仓

(a) 三甲有权于下列任何事件发生当时或之后的任何时间根据第 6(b) 条款的规定行使其权力：

(i) 客户未有支付三甲之任何附属或联营公司所要求偿还的、或是到期支付给三甲之任何附属或联营公司的款项（尤其是任何保证金），或是未有履行其在本协议下的任何其它责任；  
(ii) 客户未有在付款到期日就任何贷款、担保、弥偿保证或其它债务或所借款项的债务作出付款，或任何该等贷款、担保、弥偿保证或其它债务或所借款项的债务因任何理由变得，或



indebtedness or obligation for borrowed money on the due date for payment, or any such loan, guarantee, indemnity or other indebtedness or obligation for borrowed money becomes, or is declared, or becomes capable of being declared, due prematurely for any reason;

(iii). any information supplied by the Client to KAB, whether in the Client Information Statement or otherwise, or any warranty made by the Client in the Agreement, is incorrect or misleading in any material respect;

(iv). any attachment or sequestration is levied against any account of the Client with any subsidiary or associated company (ies) of KAB, or any injunction, prohibition order or similar order is declared on any of the Client's assets, or execution, distress or similar process is levied against any of the Client's assets;

(v). a judicial declaration of incompetence is made in respect of the Client, or the Client dies;

(vi). it shall become unlawful for the Client to maintain the Account or to perform any of the Client's obligations under the Agreement, or any authorization, consent, approval or license necessary for the Client to continue the Account or to perform any of its obligation under the Agreement shall be revoked or otherwise cease to be in full effect;

(vii). there occurs a material adverse change in the business, assets or general condition of the Client which, in the opinion of KAB, may adversely affect the due performance by the Client of its obligations under the Agreement;

(viii). where KAB determines in its conclusive opinion that the exercise by KAB of any powers conferred by Clause 6(b) is necessary for compliance with any rules, regulation or requirements of any Exchange, Clearing House, broker and/or Executing Agent( in particular, if relevant exchange prohibits or restrict KAB from carrying out short position on behalf of Clients).

(b) Upon or at any time after the occurrence of any of the events specified in Clause 6(a), KAB shall forthwith be entitled, without demand for additional margin, without notice to the Client and notwithstanding any prior margin call has been made, to do any of the following things in its absolute discretion:

- (i). close out, perform or maintain any Open Contract in the Account and, for this purpose, make or take delivery of the underlying Commodity in respect of any such contracts, sell make or take delivery of the underlying Commodity in respect of any such contracts, sell Futures Contract or Options Contract, initiate new long or short positions to establish a spread or straddle, or do a combination or any of the foregoing;
- (ii). cancel any outstanding order or other commitments made on behalf of the Client;
- (iii). borrow or purchase any Commodity required to make delivery on behalf of the Client;
- (iv). exercise any options (put or call) arising from any Option Contract held by KAB on behalf of the Client.

(c) Forthwith upon the occurrence of any events specified in Clause 6(a), all amounts owing by the Client to KAB shall become immediately payable on demand, and interest will accrue at the rate provided in Clause 18 of the Agreement on the amount outstanding from time to time.

(d) Forthwith upon the occurrence of any events specified in Clause 6(a), the further performance by KAB of any of its outstanding obligations to the client under the Agreement (whether for the payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligation to KAB under the Agreement.

(e) KAB shall have absolute discretion to choose which (if not all) Open Contract to closeout or (in respect of Option Contracts) to tender exercise instructions, and may sell any security on a single or collective basis. The Client hereby waives all claims and demands (if any) against KAB in respect of any loss, involuntary or otherwise, directly or indirectly arising from the exercise by KAB of the powers conferred by the Agreement, howsoever such loss may have been caused (other than through the willful misfeasance or negligence of KAB, or the reckless disregard of the obligations of KAB under the Agreement), whether in relation to the timing or manner of the exercise of powers or otherwise. The Client specifically acknowledges and accepts that:

- (i) nothing in Clause 6(b) shall impose any obligation on KAB to close out any Open Contract or exercise any option on behalf of the Client; and
- (ii) in view of the frequent and rapid changes in spot and future prices, KAB is not under any obligation to assess price movement or market trend in exercising its powers under Clause 6(b) (in particular, in determining the timing for the exercise of such powers), nor to limit or mitigate any loss which the Client may incur as a result of the market position moving against the Client's favor, and the market condition may render it impossible or impracticable to close out any of the Client's open position within any given time.

(f) Without prejudice to the generality of the foregoing, upon the occurrence of any of the following in relation to the Client:

- (i). an order is made by a competent court, or a petition is presented or a resolution passed for the winding-up, bankruptcy, official management or dissolution (other than pursuant to a consolidation, amalgamation or merger) or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; or
- (ii). a receiver, administrator, provisional liquidator, conservator, trustee, or similar official is appointed for the Client or over the whole or a substantial part of the Client's assets;

Each Open Contract in the Account shall be immediately terminated and of no further effect and the only obligations thereafter in respect of such Open Contract shall be the obligation on the part of either KAB or the Client to pay such sum as shall be determined by:

- (aa). calculating the amount of profit or loss that would arise in respect of such Open Contract, as if it had been closed out immediately upon the occurrence of the relevant event at the then prevailing market rate;
- (bb). converting any such amount arising in a currency other than Cyprus pound to Cyprus pound/American dollar by reference to the then prevailing spot market rate;
- (cc). discounting to present value at the prevailing interest rates quoted by KAB each such amount to take account of the period between the date of such close out and the applicable settlement date; and
- (dd). setting off the aggregate of all the amounts so arising in favor of KAB against the aggregate of all amounts arising in favor of the Client.

If the net sum so produced is in favor of KAB, the sum shall be payable forthwith by the Client. If the net sum is in favor of the Client, the sum shall be payable forthwith by KAB.

(g) Upon or at any time after the occurrence of any of the events specified in Clause 6(a) or 6(f), KAB shall forthwith be entitled, without demand for additional margin, without notice to the Client and notwithstanding any prior margin call has been made, in any manner to sell, realize or otherwise deal with any property held in the name or for the account of the Client and for the time being in the custody or control of KAB or any subsidiary or associated company (ies) of KAB any where for any purpose (whether safekeeping, collection or otherwise) and any security given to KAB for the Client's obligations, Notwithstanding Clause 9(d), KAB may at its absolute discretion elect to apply the net proceeds (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers hereinbefore conferred on KAB) actually received by KAB pursuant to the exercise of powers in this Clause in reduction of the Client's then outstanding

是或宣布, 或变得可被宣布, 须提前到期偿还;

- (iii) 任何客户提供予三甲的数据, 无论是在客户数据声明或其它方面, 或客户在本协议所作的任何保证, 在任何重大方面是不正确或具误导性;
- (iv) 已对客户在三甲之任何附属或联营公司开立的账户实施查封或质押或是已对客户任何资产颁布禁制令、禁止令或类似的命令, 或是已对客户任何资产加判决执行、扣押或类似的程序;
- (v) 已对客户作出司法宣布为丧失能力或客户身故;
- (vi) 客户维持账户或履行其在本协议下的任何客户责任变得不合法, 或客户维持账户或履行其在本协议下的任何责任所必需的任何授权、同意、批准或牌照已被撤销或不再全面有效;
- (vii) 客户的营业、资产或一般状况发生重大逆转, 而三甲认为这会对客户妥善履行其于本协议下的责任造成不利影响;
- (viii) 如三甲根据其最终的意见决定三甲有需要行使第 6 (b) 条赋予的任何权力以符合任何交易所、结算所、经纪及/或执行代理的任何规则、规例或要求 (尤其是如果交易所禁止或限制三甲代客户执行空仓)。

(b) 在第 6 (a) 条款所述的任何事件发生当时或之后的任何时间, 三甲有权实时, 在没有提出要求追补之保证金, 并在没有通知客户的情况下, 即使之前已作出任何追补之保证金通知, 以绝对酌情权作出下列任何事情:

- (i) 将之平仓、执行或维持账户中的未平仓合约及为此目的, 就该等合约交付或接收有关商品, 出售期货合约或期权合约, 作出新的好仓或淡仓以确立跨期买卖或跨价买卖, 或作出组合或任何前述事宜;
- (ii) 取消任何代客户所作但尚未履行的任何指令或其它承担;
- (iii) 借入或购入任何代客户需用作交付的商品;
- (iv) 行使三甲代客户持有的任何期权合约而产生的任何期权 (认沽期权或认购期权)。

(c) 于第 6 (a) 条款所述的任何事件发生当时, 所有客户欠负三甲的数额将于被要求时立即须予支付, 欠款之利息按第 7 条款规定的利率累算。

(d) 于第 6 (a) 条款所述的任何事件发生当时, 三甲进一步履行其在本协议下对客户任何尚未履行的责任 (不论是有关付款或是其它方面) 须以客户完全解除其在本协议下负三甲的所有责任为条件。

(e) 三甲可用绝对酌情权选择将那张 (若非所有) 未平仓合约平仓或 (就期权合约) 递交行使指示, 或在单独或集体的基础上出售任何抵押品。客户特此放弃对三甲因三甲行使本协议授予的权力而直接或间接引致的任何损失的所有申索及索求 (若有), 不论该损失是否无意造成。亦不论该损失是因任何原因造成 (三甲肆意失当行为或疏忽, 或罔顾三甲于本协议下的责任所引致的除外), 亦不论是有关行使权力的时间或方式或其它方面。客户特别地承认及同意:

- (i) 三甲并无责任根据第 6 (b) 条款将任何未平仓合约平仓或代客户行使任何期权; 及
- (ii) 鉴于现货价格及期货价格出现急速而频繁的变动三甲并无责任于行使第 6 (b) (条款) 的权力时评估价格走势或市场趋势 (尤其是决定行使该等权力的时间), 亦无责任限制或减轻客户因市场走势对客户不利而招致的任何损失, 而且市场情况可能会令致无法或不能于某一时间将任何客户未平仓合约平仓。

(f) 在不损前述规定的一般性的原则下于下列任何有关客户的事件发生当时:

- (i) 就清盘、破产、法庭管理或解散 (除非是根据整合、合併或兼併)、或根据任何破产法、破产清盘法或其它类似影响债权人权利的法律的任何其它宽免, 有管辖权的法庭已作出了命令、呈请已经提出或是决议已获通过; 或
- (ii) 已就客户所有或大部份的资产委任财产接管人、破产管理人、临时清盘人、保护人、信托人或类似的人员。

账户内每一张未平仓合约将实时被终止及没进一步效力而此后就该未平仓合约的唯一责任将会 (受第 13 条款的规限下) 是三甲或是客户支付以下述方式厘定的你款项的责任。

- (aa) 计算因该未平仓合约而产生的利润或亏损的数额犹如在有关事件发生当时以现行市场汇率将该未平仓合约平仓;
- (bb) 参照现行实时市场汇率将任何该非塞浦路斯货币的数额转换为塞浦路斯货币或美国货币;
- (cc) 将该数额以三甲报出的现行利率折让至当时的价值, 以对该平仓日期至适用的结算日之期间作出考虑;
- (dd) 将所有应支付予三甲的数额的总数用以抵销所有应支付予客户的数额的总数。

倘若所得出的净额属于三甲, 有关款项实时由客户支付。倘若所得出的净额属于客户, 有关款项实时由三甲支付。

(g) 在第 6 (a) 或 6 (f) 条款所述的任何事件发生当时或之后的任何时间在无须要求额外保证金, 及无须通知客户的情况下, 尽管已事先发出追补保证金的通知, 三甲有权实时以任何方式出售、变卖或以其它方式处理于客户名下或账户中的并予实时由三甲或三甲之附属或联营公司于任何地方为任何目的 (不论是保管、收藏或其它目的) 保管或控制的任何财产, 以及就客户责任而给予三甲的抵押品。尽管有第 6 (d) 条款, 三甲可用绝对酌情权选择运用根据本条款之行使权力而实际获得的净收益 (扣除行使有关上述赋予三甲的权力而招致的所有收费, 费用及开支), 以三甲认为合适的次序或方式, 减少客户当时欠负三甲的债务。就本条款之出售, 三甲及或三甲之任何附属或联营公司可购入该出售的商品或其它资产而不受任何赎回权利之限制。三甲及或三甲之任何附属或联营公司均无须向客户交代三甲或三甲

liabilities to KAB in such order or manner as KAB considers fit. At any sale made pursuant to this Clause, KAB and/or any subsidiary or associated company (ies) of KAB may purchase the Commodities or other assets which are the subject of such sale free from any right of redemption, and none of KAB nor any subsidiary or associated company of KAB shall be accountable to the Client for any profits, charges or commission received by any of them or their nominees or agents as a result of the exercise by KAB of powers conferred by this Clause.

(h) The Client acknowledges that KAB is bound by relevant exchanges' Rules which permit the relevant exchanges or the chief executive to take steps limit the positions or require the closing out of contracts on behalf of such Clients who in the opinion of the relevant exchanges or the chief executive are accumulating positions which are or may be detrimental to any particular market or markets or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets as the case may be.

## 7. Security and Right over the Account

(a) Without prejudice and in addition to any general lien, right of set-off or similar right to which KAB may be entitled by law, all the Client's interest in any monies, securities, Commodities or other property in the possession, order or control of KAB or any subsidiary or associated company (ies) of KAB for the Client's account, whether for safe-keeping, collection or any other purpose, or standing to the credit of any account of the Client, shall be a continuing security in favor of KAB for the due discharge of all the Client's liabilities to KAB under the Agreement. In particular, the Client charges the Margin by way of first fixed charge in favor of KAB as continuing security and, to the extent that title to any Margin is transferred to or otherwise rested in KAB or its nominee (which the Client irrevocably authorizes KAB so to do at any time), the charge shall constitute a first fixed legal charge. KAB shall have the right, at any time after the occurrence of any events specified in Clause 6(a) or 6(f), to demand the transfer of any such monies, securities, Commodities or other properties to KAB in discharge of the Client's liabilities to KAB under the Agreement. The Client acknowledges that anything done by any subsidiary or associated company of KAB pursuant to KAB's demand under this Clause shall be considered as done in accordance with the Client's instructions to the relevant subsidiary or associated company (ies) of KAB. KAB shall not howsoever be obliged to release or return to the Client any such security unless and until all monies and liabilities (including future and contingent liabilities) for the time being owing from the Client to KAB in any manner have been repaid and discharged in full.

(b) Until all the Client's liabilities, actual or contingent, present or future, owing to KAB are fully discharged, the Client shall not be permitted to make any withdrawal or transfer from the Account, or demand repayment of or otherwise deal with any balance standing to the credit of the Client in the Account or any property deposited as Margin, and KAB shall not be required to repay any such amount, except that the Client may, before the occurrence of any event specified in Clause 6(a), make such withdrawals or transfers from the Margin or the Account which will not directly or indirectly reduce the value of the Margin below the amount of Margin for the time being requires.

(c) Until all the Client's liabilities to KAB howsoever incurred have been fully discharged, the Client shall have no right to make or permit any assignment, charge, mortgage or other encumbrance to arise or subsist in respect of the Margin or any amount which may at any time be standing to the Client's credit in the Account.

(d) In addition but without prejudice to Clause 7(b) or to any general lien, right to combine or consolidate accounts, set-off or similar rights to which KAB may be entitled by law, or any similar or other rights conferred on KAB by any agreement(s), the Client hereby irrevocably authorizes KAB, at any time without notice to the Client, to combine or consolidate all or any of the Client's accounts with and liabilities to KAB or any subsidiary or associated company of KAB anywhere in any currency, and set-off, transfer or apply any sum(s) standing to the Client's credit in any one or more of such accounts (including any Margin), or any other sum(s) which may now or at any time hereafter be or become owing to the Client or may be or come into the hands of KAB or any subsidiary or associated company of KAB, in or towards satisfaction of the Client's liabilities to KAB (actual or contingent) under the Agreement in such manner as KAB may determine.

(e) The Client irrevocably and unconditionally acknowledges and warrants to KAB, to the intent that this warranty shall apply on a continuing basis, that save for the security evidenced in the Agreement and any encumbrance disclosed to KAB fully and completely in writing before the date of the Agreement, the Client is the sole beneficial owner of the Margin free from any mortgage, pledge, charge, lien or any other form of encumbrance or security interest of any kind whatsoever and howsoever arising (collectively called Encumbrances") on or over the Margin, and that the Client is lawfully entitled to create in favor of KAB the security evidenced by the Agreement. The Client further warrants that the execution, delivery and performance by the Client of this Agreement will not violate or conflict with any provision of any existing law or regulation or of the constitution on document of the Client, or any contract, trust or other instrument to which the Client is a party or which is binding upon the Client or the Client's assets.

(f) As a separate and independent stipulation (which shall be without prejudice to any of KAB's rights, powers, privileges or remedies against the Client), the security created in the Agreement shall act as an indemnity for any liabilities incurred or purported to be incurred by KAB, or by any person purporting to act on KAB's instruction for the Client's account, which may not be recoverable from the Client by reason of any legal limitation, disability or incapacity on or of the Client or any other fact or circumstance whatsoever and howsoever arising, and whether known to KAB or not, all of which shall nevertheless be fully secured by and recoverable by enforcement of the security.

## 8. Liability

(a) Neither KAB nor any of its directors, officers, employees or agents shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expenses or damage suffered by the Client as a result of:

(i). KAB in good faith acting or relying on any instruction given by the Client, whether or not such instruction was given following any recommendation, advice or opinion given by KAB or by any subsidiary or associated company (ies) of KAB or by any of its or their directors, officers, employees or agents; or (ii). KAB failing to perform its obligations hereunder by reason of any cause beyond KAB's control, including but not limited to any governmental or regulatory restrictions, Acts of God closure of any Exchange (or any division thereof), breakdown or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action, or the failure of any relevant Exchange, Clearing House, broker or Executing Agent or any other person, firm or company whatsoever to perform its obligations; or (iii). any relevant Exchange, Clearing House, broker or Executing Agent ceasing for any reason to recognize the existence or validity of any Futures Contract of Option Contract entered into by KAB on behalf of the Client, or failing to perform or close out any such contract, provided that such cessation or failure shall not affect the Client's obligations hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom.

以及就客户责任而给予三甲的抵押品。尽管有第 6 (d) 条款, 三甲可用绝对酌情权选择运用根据本条款之行使权力而实际获得的净收益 (扣除行使有关上述赋予三甲的权力而招致的所有收费, 费用及开支), 以三甲认为合适的次序或方式, 减少客户当时欠负三甲的债务。就本条款之出售, 三甲及或三甲之任何附属或联营公司可购入该出售的商品或其它资产而不受任何赎回权利之限制。三甲及或三甲之任何附属或联营公司均无须向客户交代三甲或三甲之任何附属或联营公司或其代名人或代理人因三甲行使本条款赋予的权力而获得的任何利润、费用或佣金。

(h) 客户承认三甲乃受交易所规则的约束, 该规则容许交易所或行政总裁采取步骤, 在交易所或行政总裁认为积累仓位可能有损任何一个或多个市场之公平及有序运作造成不利影响时, 限制客户的持仓数量或要求将客户的合约平仓。

## 7. 账户的抵押及权利

(a) 在不损及并在附加于任何三甲依法有权享有的一般留置权、抵销权或类似权利的情况下, 所有客户于三甲或三甲之任何附属或联营公司管有、掌管或控制的, 不论是保管、收藏或任何其他其目的, 或记在客户的任何账户贷项之下的任何款项、抵押品、商品或其它财产所享有的利益, 乃属为使三甲受益的持续性抵押品, 目的是为了了解除客户在本协议下欠负三甲的所有债务。尤其是客户以第一固定抵押的形式向三甲抵押担保作为持续性抵押品, 并就保证金的所有权转移至或赋予三甲或其代名人 (而客户不可撤销地授权三甲在任何时间作出此作为), 此抵押将构成第一固定法律押记。三甲于第6 (a) 或6 (f) 条款所指定的任何事件发生之后的任何时间, 有权要求将任何该等款项、抵押品、商品或其它财产转授予三甲, 来清偿在本协定下客户所欠负三甲的债务。客户承认, 三甲之任何附属或联营公司根据本协议下三甲的要求所作的任行为将被视为是按照由客户给予三甲之附属或联营公司的指示所作出。三甲无论如何并无责任发还或退回任何该等抵押品予客户, 除非及直至客户当时以任何方式欠负三甲的所有款项及负债 (包括将来及或有负债) 已获得完全偿还及解除。

(b) 在客户所有欠负三甲的实际或可能, 现在或未来的债项已获得完全清偿之前, 客户不得从账户中支取或转拨, 或要求偿还或处置记在客户账户贷项的任何结存或作为保证金之所有存放财产, 三甲亦不得偿还任何该款项, 但客户可于第 6 (a) 条款所指定的任何事件发生之前从保证金或账户中支取或转拨, 但此举不能直接或间接削减保证金的价值导致低于当时保证金要求的数额。

(c) 在客户所有欠负三甲的债项不管如何产生, 已获得完全清偿之前, 客户不得就保证金或于任何时间记在账户客户贷项之下的任何款项, 作出任何转让、押记、按揭或其它产权负担或容许其产生或维持。

(d) 在附加于但并不损及第 7 (b) 条款或任何三甲依法有权享有的一般留置权、合拼或综合账户的权利或类似权利, 或是藉任何协议而赋予三甲的任何类似或其它权利的情况下, 客户特此不可撤销地授权三甲, 无论在何时并在无须通知客户的情况下, 合拼或综合客户的所有或任何该等于任何地方以任何货币开立的欠负三甲或三甲之任何附属或联营公司债项的账户, 及格抵消、转移或运用在任何一个或以上的该等账户中 (包括任何保证金) 记在客户贷项之下的款项, 或是任何其它于现时或此后任何时间欠负客户的款项, 或是任何其它于三甲或三甲之任何附属或联营公司手上或到达其手上的款项, 以按三甲所定的方式来清偿在本协议下客户所欠负三甲的债务 (包括实际或有负债)。

(e) 客户不可撤销地并无条件地承认及向三甲保证, 客户是保证金的单独实益拥有人, 除本协议证明的抵押及任何在本协议日期之前向三甲全面地及安全地书面披露的任何产权负担外, 保证金不附带任何按揭、质押、押记、留置权或任何其它形式的产权负担或任何类型的抵押权益 (合称「产权负担」), 不论产权负担是因任何原因而产生, 以及客户可合法地为使三甲受益设定本协议证明的抵押, 以使其保证持续适用。客户进一步保证客户签订、交付及履行本协议, 不会违犯或抵触任何现行法律或法规的任何条文或客户的章程或档, 或客户作为当事人一方的或对客户或其资产具约束力的任何合约、信托或其它文书。

(f) 作为一个个别及独立的规定 (其将不损及三甲对客户的所有权利、权力、特权或补救), 由于任何法律限制、客户无行为能力或丧失能力或任何其它事实或情况, 无论三甲是否知悉, 而引致三甲承担或宣称承担或任何人主张作为客户账户按照三甲指示行事所承担的任何债务不能向客户追讨, 本协议所设定的抵押将作为该等债务的弥偿保证, 所有该等债务将可透过强制执行抵押品作为偿还保证及可予追讨。

## 8. 法律责任

(a) 三甲或其任何董事、高级人员、雇员或代理人均无须对客户因以下情况所蒙受的任何损失、支出或损害赔偿负责 (不论是在合约、侵权或其它方面):

(i) 三甲真诚按照或依赖任何由客户给予的指示行事, 无论该指示是否于三甲或三甲之任何附属或联营公司或其董事、高级人员、雇员或代理人作出任何建议、忠告或意见之后给予; 或 (ii) 三甲由于任何在三甲控制能力范围以外的因素, 以致其未能履行在本协议下的责任, 包括但不限于任何政府或监管限制、天灾、任何交易所 (或其任何部门) 关闭、在传送、联系或计算机方面的设施出现故障或失灵、发生邮务或其它服务罢工或是类似的工业行动, 以及任何有关交易所、结算所、经纪或执行代理; 或 (iii) 任何有关交易所、结算所、经纪或执行代理基于任何理由而终止承认任何三甲代客户订立的期货合约或期权合约的存在或效力, 或是未有执行或未有将该合约平仓。然而该等事情不得影响客户就任何该等合约或因此而产生的客户其它责任或债务方面客户在本协议下的责任。



(b) In addition and without prejudice to the generality of any other provisions in the Agreement, neither KAB nor any of its directors, officers, employees or agents acting in good faith shall have any liability whatsoever (whether in contract, tort or otherwise) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any delay or alleged delay in acting or any failure to act on any

## 9. Instructions, Notices and Communications

(a) KAB shall not be liable for any loss incurred by the Client directly or indirectly as a result of KAB's inability to obtain the Client's instructions when reasonable endeavors having been made on the part of KAB.

(b) Instructions and other communication from the Client can be given verbally by telephone or in writing addressed to KAB and dispatched by post, facsimile transmission (confirmed by post), telex, telegraph or cable at address, facsimile or telex number as KAB may inform the Client from time to time. The Client's name must be clearly quoted in every such instructions or communication.

(c) KAB shall be entitled (but not obliged) to act on any instructions given or purportedly given on behalf of the Client by the person(s) for the time being authorized to operate the Account pursuant to the Mandate Letter given by the Client to KAB. The Client confirms that such authorized representative(s) shall have full authority to act on behalf of the Client in all matters in relation to this Agreement including (without limitation) to give instructions to and receive notice from KAB, to give valid receipts of money received, and to execute all documents required.

(d) KAB shall not have any obligation to authenticate any instructions given or purportedly given by or on behalf of the Client. KAB shall be entitled to rely and act on any such instructions which KAB in good faith believes to be genuine, and shall not be responsible for any loss which the Client may incur as a result. The Client shall fully indemnify KAB on demand for all costs, claims, losses, damages and expenses which KAB may incur as a result of its relying and/or acting on such instruction.

(e) All instructions from the Client shall be irrevocable unless KAB expressly agrees otherwise. A statement by KAB as to the time of receipt of any of the Client's instructions shall be conclusive and binding on the Client in the absence of manifest error. KAB shall be entitled to use voice recording procedures in connection with communication with the Client, and any such voice record will constitute conclusive evidence of the instructions or conversations so recorded.

(f) The Client shall examine each statement of the Account and each written confirmation of the execution of the Client's instructions sent by KAB to the Client. The Client shall notify KAB, within 3 days after delivery of such statement or confirmation, of any alleged errors or omissions therein. After such period, the entries on such statement and confirmation (except for any alleged error notified to KAB or other manifest error) shall be deemed to have been accepted as correct and conclusive by the Client.

(g) Without prejudice to any other effective mode of dispatch, any reports, written confirmation, notice, demand or any other communication from KAB to the Client (who, in the case of a joint account where none of the persons named has been designated for the purposes of receiving notices, will be deemed for these purposes to be the person whose name first appears in the Mandate Letter) shall be deemed to have been sufficiently dispatched, given or made:

- (i) if left by personal delivery addressed to the Client, at the address last known to KAB at the time of delivery;
- (ii) if by prepaid post similarly addressed, 3 days after posting; and
- (iii) if communicated or transmitted to the Client by telephone, telex cable, telegraph or facsimile transmission, at the respective numbers last known to KAB at the time of (Communication/transmission (with confirmed answerback in the case of telex).

(h) Any communication from the Client to KAB shall only be effective upon actual receipt thereof by KAB.

(i) Without any prejudice to the foregoing, the Client acknowledges that KAB is entitled but not obliged to insist on any verbal instructions given by or purportedly given by or for and on behalf of the Client being confirmed by the Client in writing, but the Client shall always be bound by such verbal instructions regardless of whether they have been so confirmed.

(j) All notices and other communication sent by KAB to the Client or vice versa are to be sent at the Client's risk, and KAB does not assume any responsibility for any inaccuracy, interruption, error or delay or total failure in transmission or delivery by post, telegraph, cable, telephone, telex or other form of electronic communication or other cause beyond the control or anticipation of KAB. KAB shall not be obliged to preserve any documents which may be returned undelivered.

(k) All correspondences and other paper, and documents held by KAB in relation to any matter undertaken for the Client shall be the sole property of KAB, with the exception of original contracts or documents of title held to the Client's order.

## 10. Indemnity

(a) The Client shall fully indemnify KAB on demand in respect of any costs, claims, demands, damages and expenses, whatsoever which may be suffered or incurred by KAB directly or indirectly arising out of or in connection with any Futures Contract or Option Contract entered into by KAB as agent on behalf of the Client, or otherwise whatsoever or howsoever arising out of any action by KAB in accordance with the terms of the Agreement, or arising out of any non-performance by the Client of any of its obligations under the Agreement.

(b) The Client shall reimburse KAB on demand all charges, costs and expenses incurred by KAB or by KAB's agents, correspondents or nominees in or in connection with enforcing or obtaining payment from or securing the performance, observance or satisfaction, as the case may be, by KAB of any liabilities of the Client, or the exercise of any powers conferred by the Agreement, or the perfection, protection, maintenance, enforcement or preservation of the security created in favor of KAB in the Agreements.

## 11. Amendments; Termination

(a) KAB may amend the Agreement at any time by written notice the Client. Any amendment will not affect accrued rights or any commitment already entered into between KAB and the Client or by KAB on the Client's behalf. Any amendment will apply in respect of any commitment or transaction entered into by KAB after

- (i) 7 days from the date of a notice dispatched to the Client by personal delivery at the Client's address last known to KAB, and
- (ii) 12 days from the date of posting of a notice similarly addressed.

(b) Either party may terminate the Agreement at any time by notice to the other provided that such termination shall not affect:

(b) 在附加及并不损及本协议任何其它条文的一般性的原则下，三甲或其任何董事、高级管理人员、雇员或代理人若真诚行事，均无须对客户因或声称因或有关延误或声称延误或是未有按照任何理由给予三甲的指示行事而蒙受的任何损失、支出或损害赔偿负责（不论是在合约、侵权或其它方面）。

## 9. 指示，通知及通讯

(a) 当三甲已作出合理的努力，三甲无须对客户因三甲未能取得客户指示而直接或间接招致的任何损失负责。

(b) 由客户作出的指示及其它通讯，可以是透过电话口述，或是以书面形式，藉邮递，传真（以电邮确认），电传或电报，按三甲不时通知客户的地址，传真号码或电报号码通知三甲。客户的名称必须于该等指示或通讯内清楚地列明。

(c) 三甲有权（但非必须如此）按照现时由依据客户给予三甲的委托信函获得授权去运作账户的人士，或宣称由该（等）人士代表客户给予的指示行事。客户确认该（等）授权代表有完全权力代表客户就本协议所有事宜行事，包括（但不限于）给予三甲指示，接收三甲的通知，就所收到的款项发出有效的收据及签立所有必需的档。

(d) 三甲并无责任核证任何由客户作出或宣称由客户或代表客户作出的指示。三甲可依赖并根据任何该等三甲真诚相信乃是真实的指示行事，及无须对客户因此而所招致的任何损失负责。客户须在被要求时，就三甲因依赖及/或根据该等指示而行事所致之一切费用、申索、损失、损害赔偿及开支悉数作出弥偿。

(e) 除非三甲已明确地表示同意，否则所有由客户作出的指示均不得撤销。在没有明显错误之情况下，三甲所声明收讫客户的任何指示的时间乃属最终定论，对客户具约束力。三甲可在与客户的联系方面进行录音，而任何该等录音可作为所记录的指示或谈话方面的证据。

(f) 客户须检查每份由三甲提供予客户的账单及执行客户指示的书面确认书。客户须就任何声称错误或遗漏于送交该账单或确认书的3日内通知三甲。该期限过后，该账单及确认书所记载事项将会视为已获客户接受为正确及最终定论（但任何已通知三甲的宣称错误或其它明显错误除外）。

(g) 在不影响任何其它的有效传送方法下，由三甲给予客户（若属联名账户，又没有指定负责接收通知的人士，在委托信函中名列首位的该名人士，为此目的，将视作被指定负责接收通知的人士）的任何报告、书面确认、通知、要求或任何其它通讯，在下列的情况下须视为已充份发送、给予或作出：

- (i) 若属当面送交予客户，留交在三甲最后知悉的地址；
- (ii) 若属以预付邮资的方式邮寄，于寄出3日后；及
- (iii) 若属以电话、电传、电报或传真方式与客户联系并传送给三甲最后知悉的相关号码，于进行联系/传送之时（若属电传，并获得确认回复）。

(h) 任何由客户发出予三甲的通讯将只有在三甲确实收讫时才有效力。

(i) 在不损前述规定的原则下，客户承认三甲有权但非必须如此坚持任何由客户、宣称由客户、或代表客户以口头作出的任何指示，须另由客户以书面作出确认，但是客户须时刻受该等口头指示的约束，不论它是否已由客户作出确认。

(j) 所有由三甲寄给客户、或由客户寄给三甲的通知及其它通讯，所涉及的风险由客户承担，三甲亦不会就以邮递、电报、电话、传真、电传或其它电子通信方式传递方面出现任何偏差、干扰、错误或延误或完全失灵或非三甲控制范围或预期的其它事故而承担任何责任。三甲并无责任保存任何无法投递及退回的档。

(k) 有关任何代客户进行的事宜的所有书信及其它三甲持有的档均属三甲独有的财产，按客户的命令持有的合约或所有权文件正本除外。

## 10. 弥偿

(a) 假如三甲因作为代理人代客户订立任何期货合约或期权合约，或三甲依据本协议的条文采取任何行动、或因客户未履行在本协议下的任何责任，直接或间接导致三甲蒙受或招致任何费用、申索、索求、损害赔偿及支出，客户须在被要求时立即对三甲作出十足的弥偿。

(b) 客户须在被要求时立即偿还三甲有关强制执行或取得客户缴款或确保客户执行、遵守或清偿，视属何情况而定，客户的债务，或行使本协议授予的任何权力，或有关完成、保护、保障、强制执行或保留本协议设定为使三甲受益的抵押品，所导致三甲或其代理人、执行代理或代名人招致的所有费用、讼费及支出。

## 11. 修订；终止

(a) 三甲可随时向客户发出书面通知修订本协议。任何修订将不影响已产生之权利或三甲与客户订立的或由三甲代客户订立的任何承担。任何修订在下列其中之一项日期后即告生效，并适用于三甲之后的任何承诺或订立的交易

- (i) 于当面送交予客户，通知留在三甲最后知悉的客户地址的7日后；及
- (ii) 于通知寄出相同地址的12日后，即适用于三甲订立的任何承担或交易。

(b) 任何一方于任何时间给予另一方通知而终止本协议。然而该终止并不会对下列事项构成影响：

(i). the rights or liabilities of either party arising out of or in connection with any Open Contracts at the time of such termination, whether as to Margin, Commission, Expenses, indemnity or otherwise whatsoever or howsoever in accordance with the terms of the Agreement, until all such contracts have been closed out or settlement and/or delivery has been effected and all such liabilities fully discharged; and  
 (ii). any undertakings and indemnities given by the Client under the Agreement, all of which survive such termination.

**12. Time of the Essence; Non-waiver**

(a) Time shall be of the essence in relation to all matters arising under the Agreement.

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

**13. Non-assignability**

(a) The Client shall not be entitled to assign, delegate, transfer or otherwise dispose of any of its rights or obligations in accordance with the terms of the Agreement, or the performance thereof, to any person, firm or company without the prior written consent of KAB in its absolute discretion.

(b) KAB shall have the right to assign, transfer or otherwise dispose of all or any interest in its right under the Agreement to any person, firm or company and to delegate and sub-contract the performance of its obligations thereunder as KAB thinks fit in absolute discretion.

**14. Uncontrollable circumstances**

KAB shall not be liable for any direct or indirect loss sustained by the Client if KAB is prevented from acting as a direct or indirect result of government restrictions, the imposition of emergency procedures of suspension of trading by any relevant exchange, clearing house or other market, civil disorder, acts or threatened acts of terrorism, natural disasters, war, strikes, or other circumstances beyond KAB's control.

(i) 在本协议终止时因任何未平仓合约而产生或与其有关的任何一方的权利或责任, 无论是有关根据本协议的保证金、佣金、开支、弥偿保证或其它方面, 直至所有该等未平仓合约获平仓或结算及 / 或交割已经实行, 以及所有该等责任已被完全解除为止; 及  
 (ii) 本协议所载的任何客户作出的承诺或弥偿保证, 在本协议终止后仍将存续。

**12. 时间为要素; 放弃**

(a) 就与本协议有关的所有事情而言, 时间为本协议的要素。

(b) 三甲根据本协议的条款所享有的权利、补救、权力和特权, 乃属累积性而不会排除法律所赋予该方的任何权利或补救。三甲在本协议下所给予的时间、宽容或宽限, 不得促致其放弃其在本协议下的任何权利。任何单独或部份行使三甲在本协议下的权利, 不得阻止其行使其它或进一步的该等权利。

**13. 不可转让**

(a) 除非获得三甲以绝对酌情权作出之书面同意, 否则客户不得将其在本协议之条款下的任何权利或责任, 或其在本协议下的履约责任转让、分授、转移, 或以其它方式让与任何人士、商号或公司。

(b) 三甲可以绝对酌情权认为合适将其在本协议所享有的权利中的所有或任何权益转让、转移, 或以其它方式让与任何人士、商号或公司并可分授及分判其在本协议下的履约责任。

**14. 无法控制之情形**

三甲因下述原因直接或间接未能按指示行事而致使客户蒙受之任何直接或间接损失, 三甲概不承担任何责任: 政府限制、有关交易所、结算所或其它市场实施紧急程序和暂停交易、民事骚乱、恐怖主义行为或威胁采取之恐怖主义行为, 自然灾害、战争、罢工或三甲无法控制之其它情形。

**Applicant Declaration 申请人声明:**

I have read through the content and addendum of the agreement. I agreed and understood the above content and terms and conditions.  
 我已阅读本协议的内容和本协议的附录。我同意并了解上述内容及条款和条件。

**First Applicant Name 第一户口申请人姓名**

**ID no. 身份证号码**

**First Applicant Signature 第一户口申请人签署**

\_\_\_\_\_

\_\_\_\_\_

X  
 \_\_\_\_\_ (如属公司客户, 请盖章)  
 (if corporate Applicant, with company chop)

Date 日期: \_\_\_\_\_年\_\_\_\_月\_\_\_\_日  
 Year Month Day

**Second Applicant Name 第二户口申请人姓名**

**ID no. 身份证号码**

**Second Applicant Signature 第二户口申请人签署**

\_\_\_\_\_

\_\_\_\_\_

X  
 \_\_\_\_\_ (如属公司客户, 请盖章)  
 (if corporate Applicant, with company chop)

Date 日期: \_\_\_\_\_年\_\_\_\_月\_\_\_\_日  
 Year Month Day

**Authorized Witness Name 授权见证人姓名**

**Authorized Witness Signature 授权见证人签署**

**For and On the Behalf of  
 KAB STRATEGY LIMITED  
 三甲金融策略有限公司授权签章**

\_\_\_\_\_

\_\_\_\_\_

X  
 \_\_\_\_\_  
 Date 日期: \_\_\_\_\_年\_\_\_\_月\_\_\_\_日  
 Year Month Day

(Please fill if any, 如有请填写)





## **KAB STRATEGY LIMITED**

Registered under the Cyprus Securities & Exchange Commission  
Registration Number: HE 165975; License Number: 058/05

Office 203, Stavrakis Court, 13 Griva Digeni Avenue,  
6030 Larnaca, Cyprus

Tel : (357) 2581 5186

Fax : (357) 2581 5187

Email : [info@kabonline.com](mailto:info@kabonline.com)

Website : [www.kabonline.com](http://www.kabonline.com)

## **三甲金融策略有限公司**

据塞浦路斯证券及交易所条例注册之持牌法团  
注册编号: HE165975; 牌照号码: 058/05

Office 203, Stavrakis Court, 13 Griva Digeni Avenue,  
6030 Larnaca, Cyprus

电话 : (357) 2581 5186

传真 : (357) 2581 5187

电邮 : [info@kabonline.com](mailto:info@kabonline.com)

网址 : [www.kabonline.com](http://www.kabonline.com)