



**富士香港商品有限公司**  
**Fuji Hong Kong Commodities Co Ltd**

**CLIENT ACCOUNT AGREEMENT**  
**客戶協議書**

## STANDARD TERMS AND CONDITIONS OF CONTRACT

## 協議之標準條款及條件

### Client's Account Agreement

### 客戶協議合約

ACCOUNT NO.: \_\_\_\_\_

戶口號碼： \_\_\_\_\_

This agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between Fuji Hong Kong Commodities Company Limited ("FHK"),

本協議由富士香港商品有限公司（「富士」）

1. a Futures Commission Merchant registered under the Hong Kong Futures Exchange Limited;
2. a Licensed Corporation registered under the Securities & Futures Ordinance;
3. CE number AAG657; and
4. situated at \_\_\_\_\_

1. 根據香港期貨交易所有限公司註冊為 Futures Commission Merchant;
2. 根據證券及期貨條例註冊為持牌法團;
3. CE 編號為 AAG657; 及
4. 註冊地址為 \_\_\_\_\_

and the party ("the Client") whose name, address and descriptions are set out in the Account Opening Information Statement hereto.

與在客戶開戶資料表列出姓名、地址及詳情的一方（客戶），於\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日訂立。

### 1. Interpretation

### 1. 釋義

- (a) In these Terms and Conditions, the following expressions shall have the following meanings:-

- (a) 在本條款及條件內，以下詞語具有以下涵義：

"Account" means the account or accounts opened and maintained by the Client with FHK from time to time for use in connection with its trading in Futures contracts and/or Option Contracts in Hong Kong, United States of America ("USA") and/or other countries;

「帳戶」指客戶不時在富士開立及保持的一個或以上與買賣香港、美利堅合眾國「美國」及/或其他國家期貨合約及/或期權合約有關的帳戶；

"Agreement" means the agreement comprising the Mandate Letter and these Standard Terms and Conditions, each as amended in writing from time to time;

「協議」指由不時經書面修訂的委託信函及本標準條款及條件所構成的協議；

"CBOT" means Chicago Board of Trade;

「芝加哥交易所」指芝加哥交易所；

"CBOT Contract" means a Futures Contract or an Option Contract approved by CBOT for trading on any market established and operated by CBOT pursuant to the CBOT Rules;

「芝加哥交易所合約」指根據芝加哥交易所規則，經芝加哥交易所認可並於芝加哥交易所設立及經營的任何市場進行買賣的期貨合約或期權合約；

"CBOT Rules" means the Rules and Regulations of CBOT as revised, amended or substituted from time to time;

「芝加哥交易所規則」指經不時修正、修訂或替代的芝加哥交易所規則及規例；

"Clearing House" means, in relation to HKFE, the body appointed by or established and operated by HKFE to provide clearing services to members of HKFE in respect of HKFE Contracts and, in relation to any Exchange in USA and/or other countries such as CBOT, CME, COMEX, CSCE, NYMEX, NYCE, NYFE, etc., any clearing house providing clearing services for any contract traded through or on the floor of that Exchange;

「結算所」指就香港期貨交易所有限公司而言，由香港期貨交易所有限公司委任或設立及經營並就香港期貨交易所有限公司合約向香港期貨交易所有限公司會員提供結算服務的機構及，就美國及/或其他國家的任何交易所而言，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(紐約)、紐約咖啡、糖及可可交易所、紐約商品交易所、紐約棉花交易所有限公司、紐約期貨交易所有限公司等等，任何透過該交易所或在該交易所進行的合約買賣提供結算服務的結算所；

"Clearing Regulations" means the General Regulations and Procedural Manual of the clearing house providing clearing services to members of HKFE for HKFE Contracts and the General Regulations of the clearing house providing clearing services to members of any Exchange in USA and/or other countries such as CBOT, CME, COMEX, CSCE, NYMEX, NYCE, NYFE, etc., for contracts traded through or on the floor of that Exchange;

「結算規例」指就香港期貨交易所有限公司合約向香港期貨交易所有限公司會員提供結算服務的結算所的一般規例及程序手冊，及向任何美國及/或其他國家交易所會員，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(紐約)、紐約咖啡、糖及可可交易所、紐約商品交易所、紐約棉花交易所有限公司、紐約期貨交易所有限公司等等，提供任何透過該等交易所進行合約買賣的結算服務的結算所的一般規例；

"Client" means any individual, sole proprietor, firm or body corporate which has opened and is maintaining the Account with FHK including, in the case of an individual or sole proprietor, his personal representatives, executors and administrators, in the case of a partnership, each partner who is a partner of the firm at the time when such Account is opened and any other person or persons who shall at any time thereafter be or have been a partner of the firm and the

「客戶」指任何個人、獨資經營者、商號、法人團體在富士開立及保持帳戶。就個人或獨資經營者而言，包括其遺產代理人、遺囑執行人及遺產管理人，就合夥而言，包括在帳戶開立時商號的每一位合夥人及在之後任何時間為或曾經為商號的合夥人的任何其他人士及每一該名合夥人的遺產代理人、遺囑執行人及遺產管理人及其認可的繼承人；就法人團體而言，包括其認可的繼承人；

personal representatives, executors and administrators of each such partner and any permitted successors and, in the case of the body corporate, its permitted successors;

"Client Information Statement" means the client information statement provided by the Client to FHK before the opening of the Account, as required by the provisions of the HKFE Rules and the Rules of any Exchange in USA and /or other countries such as CBOT, CME, COMEX, CSCE, NYMEX, NYCE, NYFE, etc.;

"Closing out" in relation to either a Futures Contract or an Option Contract held by FHK 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;

"CME" means Chicago Mercantile Exchange, Inc.;

"CME Contract" means a Futures Contract or an Option Contract approved by CME for trading on any market established and operated by CME pursuant to the CME Rules;

"CME Rules" means the Rules and Regulations of CME as revised, amended or substituted from time to time;

"COMEX" means Commodity Exchange, Inc. (New York) ;

"COMEX Contract" means a Futures Contract or an Option Contract approved by COMEX for trading on any market established and operated by COMEX pursuant to the COMEX Rules;

"COMEX Rules" means the Rules and Regulations of COMEX as revised, amended or substituted from time and time;

"Commodities Trading Ordinance" means (i) the Commodities Trading Ordinance Chapter 250 of the Laws of Hong Kong SAR, and any subsidiary legislation made thereunder, as amended or substituted from time to time and (ii) any similar legislation in USA and/or other countries, as amended or substituted from time to time;

"Commodity" or "Commodities" means any currency, security, indices (including stock indices), interest rates, exchange rates, physical assets (including precious metals, agricultural product, oil and land) and other investments traded, or rights in relation to which are traded, on any Exchange;

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

"CSCE" means New York Coffee, Sugar & Cocoa Exchange;

"CSCE Contract" means a Futures Contract or an Option Contract approved by CSCE for trading on any market

「客戶資料聲明」指根據香港期貨交易所有限公司規則、美國及 / 或其他國家任何交易所，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(紐約)、紐約咖啡、糖及可可交易所、紐約商品交易所、紐約棉花交易所有限公司、紐約期貨交易所有限公司等等之規則的條文要求下，客戶在開立帳戶之前向富士提供的客戶資料聲明；

「平倉」就富士代客戶持有的期貨合約或期權合約而言，指訂立與前述合約相同條款的第二張期貨合約或期權合約(視乎情況而言)，除了：

- (i) 價格可能未必與前述合約內的價格相同；及
- (ii) 客戶採取與其持有前述合約的持倉方向相反，

以實現前述期貨合約或期權合約的利潤或虧損，而「平倉」一詞將據此詮釋；

「芝加哥商品交易所有限公司」指芝加哥商品交易所有限公司；

「芝加哥商品交易所有限公司合約」指根據芝加哥商品交易所有限公司規則，經芝加哥商品交易所有限公司認可並於芝加哥商品交易所有限公司所設立及經營的任何市場進行買賣的期貨合約或期權合約；

「芝加哥商品交易所有限公司規則」指經不時修正、修訂或替代的芝加哥商品交易所有限公司的規則及規例；

「商品交易所有限公司(紐約)」指商品交易所有限公司(紐約)；

「商品交易所有限公司(紐約)合約」指根據商品交易所有限公司(紐約)規則，經商品交易所有限公司(紐約)認可並於商品交易所有限公司(紐約)所設立及經營的任何市場進行買賣的期貨合約或期權合約；

「商品交易所有限公司(紐約)規則」指經不時修正、修訂或替代的商品交易所有限公司(紐約)的規則及規例；

「商品交易條例」指經不時修訂或替代的香港特別行政區法例第 250 章商品交易條例及其附屬法例及任何類似並經不時修訂或替代的美國及 / 或其他國家法律；

「商品」指於任何交易所進行買賣之任何貨幣、證券、指數(包括股票指數)、利率、匯率、實質資產(包括貴金屬、農業產品、油及土地)及其他投資，或有關進行買賣之權利；

「賠償基金」指根據商品交易條例或根據美國及 / 或其他國家法制設立的任何類似賠償基金；

「紐約咖啡、糖及可可交易所」指紐約咖啡、糖及可可交易所；

「紐約咖啡、糖及可可交易所合約」指紐約咖啡、糖及可可交易所認可並於紐約咖啡、糖及可可交易所規則所設立及經營的任何市場進行買賣的期貨合約或期權合約；

establish and operated by CSCE Rules;

"CSCE Rules" means the Rules and Regulations of CSCE as revised, amended or substituted from time to time;

"Eurex" means European Futures and Options Exchange;

"Exchange" means HKFE and any exchange, market or association of dealers in USA and other countries such as CBOT, CME, COMEX, CSCE, NYMEX, NYCE, NYFE, etc. on which Futures Contracts or Option Contracts are traded;

"Executing Agent" means any member of an Exchange and/or Clearing House who, as FHK's agent, enters into a Futures Contract or an Option Contract on such Exchange and/or clears the same, as the case may be;

"FHK" means Fuji Hong Kong Commodities Company Limited and its permitted successors;

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

- (i) one party agrees to deliver to the other party at any agreed future time an agreed Commodity or quantity of a Commodity at an agreed price; or
- (ii) the parties agree to 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 time than a level agreed at the time of making the contract, the difference being determined in accordance with the rules of the Exchange on which the contract is made;

"HKFE" means Hong Kong Futures Exchange Limited;

"HKFE Contract" means a Futures Contract or an Option Contract approved by the Securities and Futures Commission of Hong Kong (or any other substitute body assuming similar powers and functions under the Securities and Futures Ordinance and having jurisdiction over HKFE) and HKFE for trading on any market established and operated by HKFE pursuant to the HKFE Rules;

"HKFE Rules" means the Rules and Regulations of HKFE as revised, amended or substituted from time to time;

"Mandate Letter" means the mandate letter and/or other Power of Attorney issued by the Client to FHK for the purposes of opening and operating the Account;

"Margin" means such amount in such currency and such other security whatsoever as FHK 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;

"NYCE" means New York Cotton Exchange, Inc;

"NYCE Contract" means a Futures Contract or an Option Contract approved by NYCE for trading on any market established and operated by NYCE pursuant to the NY NYCE Rules;

"NYCE Rules" means the Rules and Regulations of NYCE as revised, amended or substituted from time to time;

"NYFE" means New York Futures Exchange, Inc;

「紐約咖啡、糖及可可交易所規則」指經不時修正、修訂或替代的紐約咖啡、糖及可可交易所的規則及規例；

「歐洲期貨及期權交易所」指歐洲期貨及期權交易所；

「交易所」指香港期貨交易所有限公司及該等可進行期貨合約或期權合約買賣的美國及 / 或其他國家任何其他交易所、市場或交易商協會，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(紐約)、紐約咖啡、糖及可可交易所、紐約商品交易所、紐約棉花交易所有限公司、紐約期貨交易所有限公司等等；

「執行代理」指交易所及 / 或結算所的任何會員，該會員在該交易所作為富士的代理人訂立期貨合約或期權合約及 / 或進行結算，視乎情況而定；

「富士」指富士香港商品有限公司及獲其認可的繼承人；

「期貨合約」指在任何商品、期貨或期權交易、市場或交易商協會所執行並具有以下效力的合約：

- (i) 合約一方同意以議定價格在任何議定的未來時間，將議定商品或議定數量的商品交付合約另一方；
- (ii) 合約雙方之間同意在某議定的未來時間作出一項調整，而該項調整是按照議定商品當時的價值的增減或當時所處水平視屬何情況而定較訂立該合約時所議定的水平為高或為低而作出的，而差距則按照訂立該合約所在的交易所的規則釐定；

「香港期貨交易所有限公司」指香港期貨交易所有限公司；

「香港期貨交易所有限公司合約」指經香港證券及期貨事務監察委員會(或按照證券及期貨條例任何行使類似權力及職能及對香港期貨交易所有限公司有管轄權的任何其他替代法團)及香港期貨交易所有限公司認可，並於香港期貨交易所有限公司根據香港期貨交易所有限公司規則設立及經營的任何市場進行買賣的期貨合約或期權合約；

「香港期貨交易所有限公司規則」指經不時修正、修訂或替代的香港期貨交易所有限公司的規則及規例；

「委託信函」指客戶為開立及使用帳戶而簽發予富士的委託信函及 / 或其他委託及授權書；

「保證金」就期貨合約或期權合約而言，指富士不時以絕對酌情權向客戶要求，以按金或價格變動調整的方式採用的貨幣的數額及其他抵押品；

「紐約棉花交易所有限公司」指紐約棉花交易所有限公司；

「紐約棉花交易所有限公司合約」指根據紐約棉花交易所有限公司規則，經紐約棉花交易所有限公司認可並於紐約棉花交易所有限公司所設立及經營的任何市場進行買賣的期貨合約或期權合約；

「紐約棉花交易所有限公司規則」指經不時修正、修訂或替代的紐約棉花交易所有限公司的規則及規例；

「紐約期貨交易所有限公司」指紐約期貨交易所有限公司；

"NYFE Contract" means a Futures Contract or an Option Contract approved by NYFE for trading on any market established and operated by NYFE pursuant to the NYFE Rules;

"NYFE Rules" means the rules and Regulations of NYFE as revised, amended or substituted from time to time;

"NYMEX" means New York Mercantile Exchange;

"NYMEX Contract" means a Futures Contract or an Option Contract approved by NYMEX for trading on any market established and operated by NYMEX pursuant to the NYMEX Rules;

"NYMEX Rules" means the Rules and Regulations of NYMEX as revised, amended or substituted from time to time;

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

"Option Contract" means a contract pursuant to which one party grants to the other party a right, exercisable by the later party on or before a specified date, to acquire or (as the case may be) to dispose of a specified quantity of a Commodity or Futures Contract at an agreed price;

"Ordinances" means the Commodities Trading Ordinance, Securities & Futures Ordinance and similar legislation in USA and/or other countries;

"Risk Disclosure Statement" means the risk disclosure statement provided by FHK to the Client before the opening of the Account as required by the provisions of the HKFE Rules and the Rules of any Exchange in USA and/or other countries such as CBOT, CME, COMEX, CSCE, NYMEX, NYCE, NYFE, etc.;

"Securities and Futures Ordinance" means the Securities and Futures Ordinance Chapter 571 of the laws of Hong Kong SAR, and any subsidiary legislation made thereunder, as amended or substituted from time to time and similar legislation in USA and/or other countries, as amended or substituted from time to time;

"Terms and Conditions" means these Standard Terms and Conditions.

- (b) Words importing the singular number shall include the plural and vice versa, words importing any particular gender shall include any other gender, words importing persons shall include corporations.

## 2. Orders

- (a) The client may from time to time instruct FHK, acting as the Client's agent, to enter into any Futures Contract or Option Contract on behalf of the Client. FHK may, in its absolute discretion and without reference to the Client, appoint any broker or Executing Agent to carry out the Client's instructions.
- (b) FHK 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, FHK will notify the Client accordingly, but FHK shall not in any circumstances

「紐約期貨交易所有限公司合約」指根據紐約期貨交易所有限公司規則，經紐約期貨交易所有限公司認可並於紐約期貨交易所有限公司所設立及經營的任何市場進行買賣的期貨合約或期權合約；

「紐約期貨交易所規有限公司規則」指經不時修正、修訂或替代的紐約期貨交易所有限公司的規則及規例；

「紐約商品交易所」指紐約商品交易所；

「紐約商品交易所合約」指根據紐約商品交易所規則，經紐約商品交易所認可並於紐約商品交易所設立及經營的任何市場進行買賣的期貨合約或期權合約；

「紐約商品交易所規則」指經不時修正、修訂或替代的紐約商品交易所的規則及規例；

「未平倉合約」指尚未平倉的期貨合約或期權合約；

「期權合約」指一張合約，根據該份合約，合約一方授出某一權利予合約另一方，該權利可被後者在一特定日期或之前行使，以議定價格來購入(或視乎情況而定)沽出某一特定數量的商品或期貨合約；

「條例」指商品交易條例、證券及期貨條例及類似的美國及/或其他國家法律；

「風險披露說明書」指根據香港期貨交易所有限公司規則及任何美國及/或其他國家的交易所，例如，芝加哥交易所、芝加哥商品交易所有限公司、商品交易所公司(紐約)、紐約咖啡、糖及可可交易所、紐約商品交易所、紐約棉花交易所有限公司、紐約期貨交易所有限公司等等之規則之條文要求下，須於開立帳戶前由富士給予客戶的風險披露說明書；

「證監及期貨條例」指經不時修訂或替代的香港特別行政區法例第 571 章證券及期貨條例及其附屬法例及類似並經不時修訂或替代的美國及或其他國家法律；

「條款及條件」指本標準條款及條件。

- (b) 任何單數的字詞同時亦包含複數，反之亦然；任何指某一性別的字詞同時亦包含另一性別；任何關於人的字詞同時亦包含公司。

## 2. 指令

- (a) 客戶可不時指示富士，作為客戶的代理人代表客戶訂立任何期貨合約或期權合約。富士可以有絕對酌情權，及在無須知會客戶的情況下，指派任何經紀或執行代理執行客戶指示。
- (b) 富士可以有絕對酌情權及不須給予任何理由的情況下拒絕執行任何客戶指示，不論是關於訂立或將任何期貨合約或期權合約平倉，或關於行使其任何權利。在該情況下，富士將通知客戶，但富士在任何情形下無須對客戶因富士拒絕按照該指示行事或未有就此通知客戶而蒙受或招致的任何利潤或收益之喪失、損害賠償、法律責任、訟費或支出負責。

whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense suffered or incurred by the Client arising out of or in connection with FHK declining to act on such instruction or omitting so to notify the Client.

- (c) If FHK or the Executing Agent shall not be able to enter into such number of Futures Contracts or Option Contracts on behalf of the Clients as may have been specified in the Clients' instruction, FHK or the Executing Agent may enter into any number of Futures Contracts or Option Contracts less than the number specified in such instruction as it may in its absolute discretion determine, and the Client shall be bound by such Futures Contracts or Option Contracts so entered into. Without prejudice to the generality of the foregoing, the Client acknowledges and accepts that the rapid and frequent changes in spot and future prices, the general market condition, or the restrictions or limits imposed by any relevant Exchange may make it impossible or impracticable for FHK to carry out the Client's instructions, or to conclude a transaction on behalf of the Client at the prices quoted at any specified time. Neither FHK nor such Executing Agent (as the case may be) shall have any obligation or liability whatsoever and howsoever in respect of any failure to enter into Futures Contracts or Option Contracts as specified in the Client's instruction.
- (d) The Client's instruction and all Futures Contracts and Option Contracts entered into by FHK 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, direction, 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 FHK 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 FHK 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.
- (e) FHK 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 FHK, including any subsidiary or associated company (ies) of FHK, in either case on such terms and conditions as FHK may in its absolute discretion determine.
- (f) After any Futures Contract or Option Contract has been entered into by FHK on behalf of the Client, FHK 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 FHK may determine, subject to any applicable rules, regulations or laws.
- (g) 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 FHK on behalf of the Client requires any alteration in any terms and conditions of any such Future Contract or Option Contract, FHK may take all such action on behalf of the Client as FHK 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.
- (h) The Client shall, independently and without reliance on FHK, make the Client's own judgment and decision with respect to the entering into and closing out of each Futures Contract and Option Contract. Any comments, observations, statements or suggestions made by any director, officer, employee or agent of FHK in relation to any Futures Contract, Option Contract, or any Exchange or market, whether or not made at the Client's request, are not to be
- (c) 假如富士或執行代理不能代表客戶全數訂立某項客戶指示中指明的數目的期貨合約或期權合約，富士或執行代理可用絕對酌情權決定訂立任何少於該指示中指明的數目的期貨合約或期權合約，而客戶須受該已訂立的期貨合約或期權合約約束。在不損及前文的一般性原則下，客戶承認及同意，在現貨價格及期貨價格，普遍市場情況出現急速而頻密的變動或是任何有關交易所作出的約束或限制的情況下，而富士不可能或無法以某一特定時間的報價來執行客戶指示或代表客戶完成交易。富士或該執行代理(視乎情況而定)均無須就未能訂立客戶指示中所指明的期貨合約或期權合約負上任何責任或法律責任。
- (d) 客戶指示及所有由富士代表客戶訂立的期貨合約及期權合約，須受本協議的條款及條件、所有適用的法律及任何有關交易所、結算所、經紀、執行代理及/或富士之章程及任何規則、規例、慣例、指令、指示、約束、限制、要求或條件(包括任何交易或持倉限制)之不時規限，所有該等規限對客戶均具約束力。假如本協議條文與該等規限有任何抵觸或歧異，須以該等規限為準。富士可用絕對酌情權採取或拒絕採取任何行動，或要求客戶採取或避免採取任何行動，以確保該等規限得以遵守。
- (e) 富士可為了執行任何客戶給予的指示，按富士以絕對酌情權所定的條款及條件，(i) 就在任何交易所及或結算所進行任何期貨合約或期權合約的執行及/或結算，與任何執行代理，及/或(ii) 與任何與富士以任何形式關聯的人士或一方，包括富士之任何附屬或聯營公司，訂立合約、與它們進行交易、或是透過它們進行交易。
- (f) 在受任何適用的規則、規例或法律的規限下富士在代表客戶訂立任何期貨合約或期權合約之後，富士將按其所定的形式、內容及時間，通知並提供予客戶該合約的詳情。
- (g) 假如任何有關交易所、結算所、經紀及/或執行代理，要求對任何該期貨合約或期權合約的任何條款及條件作出任何修改，而富士是在該交易所或結算所代表客戶訂立任何期貨合約或期權合約，或是透過該經紀或執行代理訂立，富士有權代表客戶採取其以絕對酌情權認為需要或適宜的一切行動來遵循該修改、或是避免或減輕有關損失，而所有該等行動對客戶均具約束力。
- (h) 客戶須在獨立及不依賴富士之情況下，就訂立及將每一張期貨合約及期權合約平倉作出判斷及決定。任何由富士任何董事、高級人員、僱員或代表就任何期貨合約、期權合約、或任何交易所或市場而作出的任何意見、評論、聲明或建議，不論是否應客戶之要求作出，是不能被當作任何性質的陳述或意見，亦不能表示可被客戶依賴而行事。客戶特此承認富士無須就該等意見、評論、聲明或建議對客戶負上任何法律責任(不論是在疏

taken as representation or advice of any nature, and are not meant to be relied on by the Client. The Client hereby acknowledges that FHK shall not be under any liability (whether in negligence or otherwise) to the Client in respect of the same.

- (i) FHK may in its absolute discretion determine the priority of execution of client's orders. FHK may without reference to the Client aggregate transactions on behalf of the Client with transactions of other clients and/or of the directors, officers, or employees of FHK, and may receive and retain for FHK's own benefit any commission, fee, rebate or other preferential treatment offered by any broker of Executing Agent through whom any Futures Contract or Option Contract is entered into or cleared on behalf of the Client. Where transactions are aggregated for dealing but execution is effected in and amount less than the aggregate amount, FHK reserves absolute discretion in allocating the amount executed.
- (j) Nothing herein shall in any manner inhibit FHK or any subsidiary or associated company (ies) of FHK 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 FHK or any subsidiary or associated company (ies) of FHK or its directors, officers, employees or clients for their respective own accounts, or purchasing for FHK or any subsidiary or associated company (ies) of FHK 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 FHK nor any subsidiary or associated company (ies) of FHK 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.
- (k) Nothing herein shall place FHK under any duty to disclose to the Client any information which may come to the notice of FHK 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 FHK as agent on behalf of the Client, the Client shall immediately upon demand provide FHK with such Margin together with such guarantees and other security in such form and amount and on such terms as FHK may in its absolute discretion require from time to time. The Margin required by FHK may exceed any margin requirements prescribed by an Exchange, Clearing House, Broker or Executing Agent, and may be changed by FHK with immediate effect without prior notice to the Client.
- (b) FHK shall be entitled to demand from the Client from time to time such additional Margin as FHK 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 FHK with such additional Margin.
- (c) Margin in the form of assets other than cash will only be accepted by FHK in its absolute discretion. Where shares, stocks and/or other valuables are deposited as Margin, FHK 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

忽或其他方面)。

- (i) 富士可用絕對酌情權決定執行客戶指示的優先次序。富士可在不須知會客戶的情況下將客戶的交易與富士其他客戶及或其任何董事、高級人員或僱員的交易合併，富士亦可獲取及保留利益，而任何期貨合約或期權合約是透過任何經紀或執行代理訂立或平倉所提供的任何佣金、費用、回佣或其他優惠待遇。如交易以合併形式並進行買賣，但執行的數額是少於合併數目，富士保留絕對酌情權分配已執行的數目。
- (j) 本協議不會以任何方式約束富士或任何富士之附屬或聯營公司或其董事、高級人員或僱員以任何的身份為任何其他人士行事，或為其各自的帳戶購入、持有或買賣任何期貨合約或期權合約，即使同樣的或類似的期貨合約或期權合約包含在帳戶內，或是仍有與同樣的或類似的期貨合約或期權合約有關的客戶指令未被執行，或約束富士或任何富士之附屬或聯營公司或其董事、高級人員或僱員為其各自的帳戶客戶購入富士或任何富士之附屬或聯營公司或其董事、高級人員或僱員或其客戶持有的期貨合約或期權合約，或代富士或任何富士之附屬或聯營公司或其董事、高級人員或僱員或其客戶為各自的帳戶購入包含在帳戶內的期貨合約或期權合約。然而，在任何一種情況下，客戶於該宗買賣所獲給予的條件，必須不遜於如果交易於有關日子在公平交易原則下訂立時所獲給予的條件。富士或任何富士之附屬或聯營公司或其董事或其高級人員或僱員均不須向客戶交代因此而產生的任何佣金、報酬、利潤或其他利益。
- (k) 富士並無責任向客戶披露富士在為任何其他人士以任何身份行事的過程中所得悉的任何資料。

### 3. 保證金

- (a) 就富士作為代理人代表客戶簽訂的所有期貨合約及期權合約，客戶須在被要求時，立即根據富士以絕對酌情權不時要求的形式、數量及條款提供保證金以及保證及其他抵押品。富士所要求的保證金可超逾交易所、結算所、經紀或執行代理規定的保證金要求，保證金亦可在無須事先通知客戶的情況下作出變動，該變動並即時生效。
- (b) 富士有權不時要求客戶提供根據富士以絕對酌情權認為合適的額外保證金，不論是為了遵從法律、任何交易所、結算所、經紀或執行代理或其他方面訂立的任何要求，客戶亦須在被要求時立即提供該額外保證金予富士。
- (c) 富士僅會以絕對酌情權接受非現金形式之資產作為保證金。如以股份、股票及或其他有價值物品存放作為保證金，富士可以絕對酌情權就保證金目的定出一個假定價值(該價值不須與市場價值相符)予資產，該價值可根據富士因應資產的現行市場價值或其他方面釐定而作不時變動。

time to time as determined by FHK 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 FHK hereunder, the Client hereby irrevocably authorizes FHK, 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 FHK 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 FHK 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 FHK 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 FHK'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 FHK 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 FHK, 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 FHK 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 FHK to any party insofar as such obligations arise in connection with or incidental to any Futures Contract or Option Contract entered into by FHK 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 FHK on behalf of Client;

notwithstanding that any such application may result in the Client being required by FHK to provide additional Margin.

- (e) Margin calls must be met within 24 hours ( or such other time limit as may be specified by FHK from time to time). Failure to meet such calls may result in FHK 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. In particular, FHK is obliged to report to HKFE particulars of all open position in respect of which two successive Margin calls have not been met by the Client within the period specified by FHK.
- (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

(d) 在不損及並在附加於富士在本協議下的任何其他權利及補償的情況下，客戶特此不可撤銷地授權富士，在無須通知客戶的情況下，運用富士以任何帳戶為客戶帳戶持有的現金按金或其他財產的所有或任何部份，不論是否有關買賣期貨合約或期權合約：

- (i) 作為提供富士根據第 3(a)及(b)條款要求的任何保證金或額外保證金；及 / 或
- (ii) 以支付予任何交易所、結算所、經紀及 / 或執行代理來清償該交易所、結算所、經紀或執行代理就有關任何富士代客戶訂立的期貨合約或期權合約，而要求或需要提供的保證金的債務；或是作為提供抵押品(不論是以按揭、按金、押記、質押或其他形式)在無須事先通知客戶及不受客戶或任何其他人士於保證金的任用實益權益限制的情況下，以任何交易所、結算所、經紀及 / 或執行代理為受益人或按彼等的命令，作為有關任何富士因為代客戶訂立期貨合約或期權合約而須對交易所、結算所、經紀及 / 或執行代理的責任(按彼等指定的條款)保證，並賦予該交易所、結算所、經紀及 / 或執行代理權力強制執行抵押品以清償富士的任何債務。然而，客戶的按金或財產不應被用作有關富士代任何其他客戶訂立的期貨合約或期權合約，就任何結算所保證金需求或交易責任提供資金或作為抵押品(並在兩者中任何一種情況下，該按金或財產將按照有關交易所或結算所的規則或規例，或按照經紀或執行代理買賣的條款處理)；及 / 或
- (iii) 清償富士欠負任何人士的任何其他債務，只要該等債務乃屬因富士代客戶訂立任何期貨合約或期權合約而產生或附帶者則可；及 / 或
- (iv) 以支付直接有關富士代客戶訂立任何期貨合約或期權合約的佣金、經紀佣金、徵費及其他正當費用而正當地需要償付的款項；

儘管任何該運用可引致富士要求客戶提供額外保證金。

- (e) 客戶須於接獲追補之保證金通知的 24 小時內(或富士不時指定的其他期間限制)將該等保證金存放於富士。未能付妥該等通知追補之保證金可引致富士需要根據有關交易所及或結算所的規則或規例因並未付妥通知追補之保證金之數而將代客戶持有之未平倉合約平倉，及 / 或通知有關交易所、結算所、經紀或執行代理該等未平倉合約的詳情。富士尤其需要向香港期貨交易所有限公司報告有關富士指定期間內連續發出兩次追補之保證金通知但仍未獲執行之所有未平倉合約的詳情。
- (f) 除客戶特別指示外就交易所容許作保證金用途抵銷的帳戶內所持期貨合約或期權合約，該等期貨合約或期權合約將自動抵銷以釐定保證金，而無須知會客戶，但是此等合約不會為任

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 FHK for Option Contracts, only long Option Contract positions can be carried in the account. The Client shall pay FHK the full cash value of the premium of the Option Contract on the date of the Client's instruction to FHK 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, FHK 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, FHK 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 FHK to effect due settlement of 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 FHK 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 FHK upon the closing out.
- (c) To exercise an option pursuant to an Option Contract entered into by FHK on the Client's behalf, the Client shall deliver to FHK 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 FHK and the Client that the outstanding obligations of the buyer and seller of an 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, FHK 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.

- (d) 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 FHK in cash the settlement amount payable by the Client pursuant to the terms of the Option Contract.
- (e) If FHK 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

何其他目的獲平倉或抵銷。

- (g) 倘若客戶就期權合約維持某一現金帳戶，帳戶僅可持有期權長倉合約。客戶須於客戶給予富士指示購買期權合約的日期時，向富士支付期權合約期權金的全數現金價值。

#### 4. 交收

- (a) 在受本 4(e)條的規限下，有關每張在到期結算日仍然存在的客戶帳戶中未平倉合約，富士及客戶各自有責任於到期日時交付或接收合約主題的商品(視乎情況而定)。然而，如果因按照有關交易所的規則，未平倉合約買方及賣方尚未履行的責任將會根據價格或價值的差距純以現金交收來獲清償，富士或客戶(視乎情況而定)須於未平倉合約到期日時向對方支付有關差額以將未平倉合約結算。客戶須採取所有需要的行動使富士能根據有關交易所、結算所、經紀及 / 或執行代理的規則、規例及要求執行每份未平倉合約的妥善交收。
- (b) 在受本協議條款及有關交易所、結算所、經紀及 / 或執行代理規則、規例及要求所規限下，客戶可在期貨合約或期權合約最後交易日之前的任何時間，要求富士將該期貨合約或期權合約平倉。由於任何期貨合約或期權合約平倉而應由客戶支付的任何數額將在平倉時變作立即到期及須支付予富士。
- (c) 當根據富士代客戶訂立的期權合約行使期權時，客戶須於由期權賣家或有關交易所、結算所、經紀或執行代理(無論何者規定最早截止日期)規定遞交行使指示截止日期的 24 小時之前向富士交付行使通知書。除非根據有關交易所的規則或富士與客戶議定期權合約買方及賣方的尚未履行責任會純以根據價格或價值差距的現金結算獲清償外，客戶的行使通知書將僅會視作有效，如連同:

- (i) 若屬認沽期權，有關商品或有關商品的文件以作交付之用；及
- (ii) 若屬認購期權，足夠即時可供使用的資金以接收商品。

除非客戶特別指示並受本協議條款的規限下，富士無須於適用於期權合約的有關截止日期時或之前，就任何期權合約代客戶遞交任何行使指示。

- (d) 如客戶在期權合約持有空倉並行使期權(或當視作在屆滿期日或在其他方面已行使)，客戶須在被要求時向富士以現金支付根據期權合約條款客戶需支付的交收數目。
- (e) 假如富士或其執行代理(視乎情況而定)於支付或交付的到期日，仍未收到(不論從有關交易所、結算所及 / 或任何其他人士處)任何根據有關交易所及 / 或結算所及 / 或所適用的法律

(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 FHK 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. FHK'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 FHK in respect thereof.

- (f) FHK 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 FHK on behalf of the Client as provided in Clause 4(e), provided that if any such action is taken by FHK, the Client shall fully indemnify FHK on demand in respect of all costs, claims, demands, damages and expenses arising out of or in connection with the taking of such action.
- (g) Any statement or confirmation signed by any authorized signatory of FHK 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 FHK at any given time, shall (in the absence of manifest error) be binding on the Client as to the particulars stated.

## 5. Commission and Expenses

- (a) In respect of the making of each Futures Contract or Option Contract by FHK as agent on behalf of the Client, and in respect of the closing out or (in the case of and Option Contract) exercise thereof, the Client shall pay to FHK forthwith on demand a commission (the "Commission") calculated at such rate as FHK may from time to time determine and notify the Client. FHK may share Commission with any member of the FHK or any Executing Agent.
- (b) In addition to the Commission, the Client shall pay or reimburse FHK forthwith on demand all commission, brokerage, levies, fees, duties and taxes and all other charges and expenses (collectively the "Expenses") incurred by FHK arising out of or in connection with any Futures Contract or Option Contract entered into by FHK on behalf of the Client or otherwise arising out of or in connection with the performance of any of FHK's duties under the Agreement.

## 6. Interest

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

## 7. Payment

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

的規定及規例而須就富士代客戶所訂立任何期貨合約或期權合約而須支付或交付客戶的所有款項或商品，或其任何部份，則富士就該期貨合約或期權合約的付款或在交付商品予客戶的責任方面，將因此而變成支付及交付相等於該等富士已實際收到的款項和商品數目的責任。

- (f) 富士可用絕對酌情權，但並非必須如此實行，按照任何由客戶給予的指示行事，就任何交易所、結算所及 / 或其他人士未能就第 4(e)條所述富士代表客戶所訂立任何期貨合約或期權合約付款或交付商品，或其任何部份，向該等交易所、結算所及 / 或其他人士採取行動。然而，假如富士採取任何行動，客戶須在被要求時對富士因採取行動而招致的所有費用、申索、索求、損害賠償及支出作出十足彌償。
- (g) 任何由富士獲授權簽署人簽署的任何報表或確認書所載的詳情，說明任何期貨合約或期權合約訂立或平倉的價格或價值，或任何貨幣轉換的適用匯率，或客戶於某一時間欠負富士的數額，將對客戶具約束力（在沒有明顯錯誤情況下）。

## 5. 佣金及開支

- (a) 就每一張由富士作為代理人代客戶訂立的期貨合約或期權合約，及就平倉或(若屬期權合約)行使期權客戶須按富士不時釐定並通知客戶的費率並於被要求時立即向富士支付佣金(「佣金」)。富士可與富士任何成員或任何執行代理分享佣金。
- (b) 除佣金外，客戶須於被要求時立即支付或償還富士因富士代客戶訂立期貨合約或期權合約、或是因富士根據本協議執行其任何責任所招致的或與其有關的所有佣金、經紀佣金、徵費、費用、稅項及稅務及所有其他費用及開支(統稱「開支」)。

## 6. 利息

客戶不能基於任何理由從富士代客戶持有任何金額(包括任何保證金)獲取利息。

## 7. 付款

- (a) 客戶須於任何時間在富士提出要求時即時向富士全數支付因客戶與富士的交易或因操作客戶帳戶而引致的所有損失、借方餘額及不敷之數。付款須採用富士不時指定的貨幣。
- (b) 在不損及客戶在被要求時即時付款的責任的情況下客戶須於不遲於規定付款當日的停止營業時間(香港時間)向富士支付有關

Client to FHK in relation to the Agreement shall be made not later than the close of business time (Hong Kong time) on the date on which payment is required to be made.

本協議的款項(不論是以直接付款、轉帳、記入借方或貸方帳中的形式)。

- (c) The Client shall also pay default interest on any amount overdue, at the rate from time to time determined by FHK, 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 FHK in connection with the recovery of such sums or the exercise by FHK 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 FHK 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 FHK 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 FHK (or any subsidiary or associated company (ies) of FHK as FHK may elect) for the currency which requires conversion against the currency to be corrected into.
  - (g) No payment to FHK, whether under any judgment or order of court or otherwise, shall discharge the Client's liability or obligation to FHK until FHK 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 FHK fully on demand for the amount of the shortfall.
- (c) 客戶亦須就任何到期未付的款項支付違約利息，金額按富士最終報出的未經許可透支不時應支付的利率計算，由應繳付日期起計，至實際付款日期止。客戶亦須支付富士有關向客戶追討該等款項或對客戶行使富士的其他權利而招致的所有費用及開支(包括在完全賠償的基礎上的所有律師費及開支)。
  - (d) 客戶每次付款須以即時可供使用的資金十足支付，該付款不受任何現在或將來的稅項、徵費、關稅或其他預扣約束，不受該等費用扣除。
  - (e) 當富士代客戶訂立的期貨合約或期權合約並非採用港幣時，任何因匯率波動所產生的利潤或導致的損失，一概由客戶承受並由客戶承受其風險。
  - (f) 假如根據本協議作出的任何付款、合併、抵銷或轉移(由客戶向富士作出，反之亦然)，需要將一種貨幣轉換為另一種貨幣，此一轉換就一種貨幣轉換為另一種貨幣須按富士(或富士所選擇的任何富士之附屬或聯營公司)所最終釐定的即時出售匯率計算。
  - (g) 即使富士已就任何法庭裁決、命令或是在其他方面獲得支付款項，但在富士無條件及不可撤銷地獲得以所需或所協議的貨幣支付所有款項前，客戶對富士的責任或義務仍未獲得解除。當進行了實際的兌換後，假如該等以兌換的貨幣來計算的款項，仍不足以抵償該等須予履行的責任或義務，客戶須於被要求時彌償富士所有不敷之數。

## 8. Client's Information

- (a) The Client and FHK shall notify each other forthwith of any material changes in the information supplied in the Agreement and the Client Information Statement.
- (b) The Client shall immediately on demand supply to FHK such financial and other information relating to the Client (or, where applicable, relating to the shareholder(s) and/or to the beneficial owner(s) of the Client) as FHK may, in its absolute discretion and without giving any reason therefore, require.
- (c) The Client further acknowledges that the HKFE Rules and the rules or regulations of other Exchange on which FHK enters into Futures Contracts or Option Contracts on behalf of the Client may require the disclosure of information relating to the Client and/or the Account. The Client hereby irrevocably authorizes FHK, without further notice to or consent from the Client, to disclose to the relevant authorities all such information and to provide such authorities with all such documents (or copies thereof) in FHK's possession as may be required for this purpose, including without limitation the names and the ultimate beneficial identity of the Client, the large open positions held on behalf of the Client, and the financial position of the Client for the time being as may be known to FHK. The Client shall not in any way hold FHK liable for any consequences arising out of such disclosure, and the Client shall reimburse FHK on demand all costs and expenses (if any) incurred by FHK in complying with requests for such disclosure.

## 8. 客戶資料

- (a) 假如在本協議及客戶資料聲明中關於一方的資料有任何重大更改，客戶或富士須即時通知對方。
- (b) 富士可以無須給予任何原因及有絕對酌情權要求有關客戶的財政及其他資料(或如適用，有關客戶的股東及/或受益人的資料)，客戶需在被要求時立即向富士提供該等資料。
- (c) 客戶進一步承認，香港期貨交易所有限公司規則及富士代客戶訂立期貨合約或期權合約的其他交易所的規則或規例可能規定須向監管機構披露有關客戶及/或帳戶的資料。客戶特此不可撤銷地授權富士，在不須進一步知會客戶或獲得其同意的情況下，可向有關機構披露並可向該機構提供該機構為此目的而要求的所有該資料及任何由富士管有的一切該文件(或其副本)，包括但不限於富士所知道的客戶的最終受益人名稱及身份，代客戶持有的大額未平倉合約，及客戶的財政狀況。富士並不須向客戶就該披露所引起的任何後果負責。客戶並須於被要求時償還富士因遵照該披露的要求而招致的所有費用及開支(若有)。

- (d) FHK may, whether during the continuance or after the termination of the Agreement, without notice to the Client disclose to any subsidiary or associated company (ies) of FHK, or to any assignee or sub-contractor of any of FHK's rights or obligations under the Agreement, any information relating to the Client.

- (d) 富士可在不知會客戶的情況下，向任何富士之附屬或聯營公司或富士在本協議下的權利或責任的受讓人或次承判人披露與客戶有關的任何資料，不論在本協議延續期間或終止之後。

## 9. Unilateral Closing Out

- (a) FHK shall be entitled to exercise its powers under Clause 9(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 FHK, 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 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 FHK, 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 FHK, 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 FHK, may adversely affect the due performance by the Client of its obligations under the Agreement;
  - (viii). where FHK determines in its conclusive opinion that the exercise by FHK of any powers conferred by Clause 9(b) is necessary for compliance with any rules, regulation or requirements of any Exchange, Clearing House, broker and/or Executing Agent( in particular, if HKFE prohibits or restricts FHK 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 9(a), FHK 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

## 9. 單方面平倉

- (a) 富士有權於下列任何事件發生當時或之後的任何時間根據第 9(b)條款的規定行使其權力:
- (i). 客戶未有支付富士之任何附屬或聯營公司所要求償還的、或是到期應支付給富士之任何附屬或聯營公司的款項(尤其是任何保證金)、或是未有履行其在本協議下的任何其他責任；
  - (ii). 客戶未有在付款到期日就任何貸款、擔保、彌償保證或其他債項或所借款項的債務作出付款，或任何該等貸款、擔保、彌償保證或其他債項或所借款項的債務因任何理由變得，或是被宣佈，或變得可被宣佈，須提前到期償還；
  - (iii). 任何客戶提供予富士的資料，無論是在客戶資料聲明或在其他方面，或客戶在本協議所作的任何保證，在任何重大方面是不正確或具誤導性；
  - (iv). 已對客戶在富士之任何附屬或聯營公司開立的帳戶實施查封或暫押或是已對客戶的任何資產頒佈禁制令、禁止令或類似的命令，或是已對客戶的任何資產加判決執行、扣押或類似的程序；
  - (v). 已對客戶作出司法宣佈為喪失能力或客戶身故；
  - (vi). 客戶維持帳戶或履行其在本協議下的任何客戶責任變得非法，或客戶維持帳戶或履行其在本協議下的任何責任所必需的任何授權、同意、批准或牌照已被撤銷或不再全面有效；
  - (vii). 客戶的營業、資產或一般狀況發生重大逆轉，而富士認為這會對客戶妥善履行其於本協議下的責任造成不利影響；
  - (viii). 如富士根據其最終的意見決定富士有需要行使第 9(b)條賦予的任何權力以符合任何交易所、結算所、經紀及 / 或執行代理的任何規則、規例或要求(尤其是如果香港期貨交易所有限公司禁止或限制富士代客戶執行空倉)。
- (b) 在第 9(a)條款所述的任何事件發生當時或之後的任何時間，富士有權即時，在沒有提出要求追補之保證金，並在沒有通知客戶的情況下，即使之前已作出任何追補之保證金通知，以絕對酌情權作出下列任何事情：
- (i). 將之平倉、執行或維持帳戶中的未平倉合約及為此目的，就該等合約交付或接收有關商品，出售期貨合約或期權合

- 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 FHK on behalf of the Client.
- (c) Forthwith upon the occurrence of any events specified in Clause 9(a), all amounts owing by the Client to FHK shall become immediately payable on demand, and interest will accrue at the rate provided in Clause 7 on the amount outstanding from time to time.
- (d) Forthwith upon the occurrence of any events specified in Clause 9(a), the further performance by FHK 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 FHK under the Agreement.
- (e) FHK shall have absolute discretion to choose which (if not all) Open Contract to close out 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 FHK in respect of any loss, involuntary or otherwise, directly or indirectly arising from the exercise by FHK of the powers conferred by the Agreement, howsoever such loss may have been caused (other than through the willful misfeasance or negligence of FHK, or the reckless disregard of the obligations of FHK 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 9(b) shall impose any obligation on FHK 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, FHK is not under any obligation to assess price movement or market trend in exercising its powers under Clause 9(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;
- 約，作出新的好倉或淡倉以確立跨期買賣或跨價買賣，或作出組合或任何前述事宜；
- (ii). 取消任何代客戶所作但尚未履行的任何指令或其他承擔；
- (iii). 借入或購入任何代客戶需用作交付的商品；
- (iv). 行使富士代客戶持有的任何期權合約而產生的任何期權(認沽期權或認購期權)。
- (c) 於第 9(a)條款所述的任何事件發生當時，所有客戶欠負富士的數額將於被要求時立即須予支付，欠款之利息按第 7 條款規定的利率累算。
- (d) 於第 9(a)條款所述的任何事件發生當時，富士進一步履行其在本協議下對客戶的任何尚未履行的責任(不論是有關付款或是其他方面)須以客戶完全解除其在本協議下負富士的所有責任為條件。
- (e) 富士可用絕對酌情權選擇將那張(若非所有)未平倉合約平倉或(就期權合約)遞交行使指示，或可在單獨或集體的基礎上出售任何抵押品。客戶特此放棄對富士因富士行使本協議授予的權力而直接或間接引致的任何損失的所有申索及索求(若有)，不論該損失是否無意造成。亦不論該損失是因任何原因造成(富士故意失當行為或疏忽，或罔顧富士於本協議下的責任所引致的除外)，亦不論是有關行使權力的時間或方式或其他方面。客戶特別地承認及同意：
- (i) 富士並無責任根據第 9(b)條款將任何未平倉合約平倉或代客戶行使任何期權；及
- (ii) 鑑於現貨價格及期貨價格出現急速而頻密的變動富士並無責任於行使第 9(b)條款的權力時評估價格走勢或市場趨勢(尤其是決定行使該等權力的時間)，亦無責任限制或減輕客戶因市場走勢對客戶不利而招致的任何損失，而且市場情況可能會令致無法或不能於某一時間將任何客戶未平倉合約平倉。
- (f) 在不損前述規定的一般性的原則下於下列任何有關客戶的事件發生當時：
- (i) 就清盤、破產、法定管理或解散(除非是根據整合、合併或兼併)、或根據任何破產法、破產清盤法或其他類似影響債權人權利的法律的任何其他寬免，有管轄權的法庭已作出了命令、呈請已經提出或是決議已獲通過；或
- (ii) 已就客戶所有或大部份的資產委任財產接管人、破產管理人、臨時清盤人、保護人、信託人或類似的人員。

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 (subject as provided in Clause 13) be the obligation on the part of either FHK 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 Hong Kong dollar to Hong Kong dollar by reference to the then prevailing spot market rate;
- (cc). discounting to present value at the prevailing interest rates quoted by FHK 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 FHK against the aggregate of all amounts arising in favor of the Client.

If the net sum so produced is in favor of FHK, 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 FHK.

- (g) Upon or at any time after the occurrence of any of the events specified in Clause 9(a) or 9(f), FHK 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 FHK or any subsidiary or associated company (ies) of FHK any where for any purpose (whether safekeeping, collection or otherwise) and any security given to FHK for the Client's obligations, Notwithstanding Clause 9(d), FHK 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 FHK) actually received by FHK pursuant to the exercise of powers in this Clause in reduction of the Client's then outstanding liabilities to FHK in such order or manner as FHK considers fit. At any sale made pursuant to this Clause, FHK and/or any subsidiary or associated company (ies) of FHK may purchase the Commodities or other assets which are the subject of such sale free from any right of redemption, and none of FHK nor any subsidiary or associated company of FHK 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 FHK of powers conferred by this Clause.
- (h) The Client acknowledges that FHK is bound by HKFE Rules which permit the HKFE 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 HKFE 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.

## 10. 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 FHK 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 FHK or any subsidiary or associated company (ies) of FHK 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

帳戶內每一張未平倉合約將即時被終止及沒進一步效力而此後就該未平倉合約的唯一責任將會(受第 13 條款的規限下)是富士或是客戶支付以下述方式釐定的款項的責任:

- (aa) 計算因該未平倉合約而產生的利潤或虧損的數額猶如在有關事件發生當時以現行市場匯率將該未平倉合約平倉;
- (bb) 參照現行即時市場匯率將任何該非香港貨幣的數額轉換為香港貨幣;
- (cc) 將該數額以富士報出的現行利率折讓至當時的價值,以對該平倉日期至適用的結算日之間作出考慮;
- (dd) 將所有應支付予富士的數額的總數用以抵銷所有應支付予客戶的數額的總數。

倘若所得出的淨款額屬於富士,有關款項應即時由客戶支付。倘若所得出的淨款額屬於客戶,有關款項應即時由富士支付。

- (g) 在第 9(a)或 9(f)條款所述的任何事件發生當時或之後的任何時間在無須要求額外保證金,及無須通知客戶的情況下,儘管已事先發出追補保證金的通知,富士有權即時以任何方式出售、變賣或以其他方式處理於客戶名下或帳戶中的並於現時由富士或富士之任何附屬或聯營公司於任何地方為任何目的(不論是保管、收藏或其他目的)保管或控制的任何財產,以及就客戶責任而給予富士的抵押品。儘管有第(9d)條款,富士可用絕對酌情權選擇運用根據本條款之行使權力而實際獲得的淨收益(扣除行使有關上述賦予富士的權力而招致的所有收費、費用及開支),以富士認為合適的次序或方式,減少客戶當時欠負富士的債務。就本條款之出售,富士及或富士之任何附屬或聯營公司可購入該出售的商品或其他資產而不受任何贖回權利之限制。富士及或富士之任何附屬或聯營公司均無須向客戶交代富士或富士之任何附屬或聯營公司或其代理人或代理人因富士行使本條款賦予的權力而獲得的任何利潤、費用或佣金。
- (h) 客戶承認富士乃受香港期貨交易所有限公司規則的約束,該規則容許香港期貨交易所有限公司或行政總裁採取步驟,在香港期貨交易所有限公司或行政總裁認為積累倉盤可能有損任何一個或多個市場或可能對任何一個或多個市場之公平及有秩序運作造成不利影響時,限制客戶的持倉數量或要求將客戶的合約平倉。

## 10. 帳戶的抵押及權利

- (a) 在不損及並在附加於任何富士依法有權享有的一般留置權、抵銷權或類似權利的情況下,所有客戶於富士或富士之任何附屬或聯營公司管有、掌管或控制的,不論是保管、收藏或任何其他目的,或記在客戶的任何帳戶貸項之下的任何款項、抵押品、商品或其他財產所享有的利益,乃屬為使富士受益的持續性抵押品,目的是為了解除客戶在本協議下欠負富士的所有債項。尤其是客戶以第一固定押記的形式向富士抵押保證作為持

continuing security in favor of FHK for the due discharge of all the Client's liabilities to FHK under the Agreement. In particular, the Client charges the Margin by way of first fixed charge in favor of FHK as continuing security and, to the extent that title to any Margin is transferred to or otherwise rested in FHK or its nominee (which the Client irrevocably authorizes FHK so to do at any time), the charge shall constitute a first fixed legal charge. FHK shall have the right, at any time after the occurrence of any events specified in Clause 9(a) or 9(f), to demand the transfer of any such monies, securities, Commodities or other properties to FHK in discharge of the Client's liabilities to FHK under the Agreement. The Client acknowledges that anything done by any subsidiary or associated company of FHK pursuant to FHK'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 FHK. FHK 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 FHK 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 FHK 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 FHK shall not be required to repay any such amount, except that the Client may, before the occurrence of any event specified in Clause 9(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 FHK 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 10(b) or to any general lien, right to combine or consolidate accounts, set-off or similar rights to which FHK may be entitled by law, or any similar or other rights conferred on FHK by any agreement(s), the Client hereby irrevocably authorizes FHK, at any time without notice to the Client, to combine or consolidate all or any of the Client's accounts with and liabilities to FHK or any subsidiary or associated company of FHK 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 FHK or any subsidiary or associated company of FHK, in or towards satisfaction of the Client's liabilities to FHK (actual or contingent) under the Agreement in such manner as FHK may determine.
- (e) The Client irrevocably and unconditionally acknowledges and warrants to FHK, 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 FHK 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 FHK 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

續性抵押品，並就保證金的所有權轉移至或賦予富士或其代名人(而客戶不可撤銷地授權富士在任何時間作出此作為)，此押記將構成第一固定法律押記。富士於第 9(a)或 9(f)條款所指定的任何事件發生之後的任何時間，有權要求將任何該等款項、抵押品、商品或其他財產轉撥予富士，來清償在本協議下客戶所欠負富士的債務。客戶承認，富士之任何附屬或聯營公司根據本協議下富士的要求所作的任何行為將被視作是按照由客戶給予富士之附屬或聯營公司的指示所作出。富士無論如何並無責任發還或退回任何該等抵押品予客戶，除非及直至客戶當時以任何方式欠負富士的所有款項及負債(包括將來及或有負債)已獲得完全償還及解除。

- (b) 在客戶所有欠負富士的實際或或有，現在或未來的債項已獲得完全清償之前，客戶不得從帳戶中支取或轉撥，或要求償還或處置記在客戶帳戶貸項的任何結存或作為保證金之所有存放財產，富士亦不得償還任何該款項，但客戶可於第 9(a)條款所指定的任何事件發生之前從保證金或帳戶中支取或轉撥，但此舉不能直接或間接削減保證金的價值導致低於當時保證金要求的數額。
- (c) 在客戶所有欠負富士的債項不管如何產生，已獲得完全清償之前，客戶不得就保證金或於任何時間記在帳戶客戶貸項之下的任何款項，作出任何轉讓、押記、按揭或其他產權負擔或容許其產生或維持。
- (d) 在附加於但並不損及第 10(b)條款或任何富士依法有權享有的一般留置權、合併或綜合帳戶的權利、抵銷權或類似權利，或是藉任何協議而賦予富士的任何類似或其他權利的情況下，客戶特此不可撤銷地授權富士，無論在何時並在無須通知客戶的情況下，合併或綜合客戶的所有或任何該等於任何地方以任何貨幣開立的欠負富士或富士之任何附屬或聯營公司債項的帳戶，及抵銷、轉移或運用在任一個或以上的該等帳戶中(包括任何保證金)記在客戶貸項之下的款項，或是任何其他於現時或此後任何時間欠負客戶的款項，或是任何其他於富士或富士之任何附屬或聯營公司手上或到達其手上的款項，以按富士所定的方式來清償在本協議下客戶所欠負富士的債務(包括實際或或有負債)。
- (e) 客戶不可撤銷地並無條件地承認及向富士保證，客戶是保證金的單獨實益擁有人，除本協議證明的抵押及任何在本協議日期之前向富士全面地及完全地書面披露的任何產權負擔外，保證金不附帶任何按揭、質押、押記、留置權或任何其他形式的產權負擔或任何類型的抵押權益(合稱「產權負擔」)，不論產權負擔是因任何原因而產生，以及客戶可合法地為使富士受益設定本協議證明的抵押，以彼此保證持續適用。客戶進一步保證客戶簽立、交付及履行本協議，不會違犯或抵觸任何現行法律或法例的任何條文或客戶的章程或文件，或客戶作為當事人一方的或對客戶或其資產具約束力的任何合約、信託或其他文書。

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 FHK'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 FHK, or by any person purporting to act on FHK'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 FHK or not, all of which shall nevertheless be fully secured by and recoverable by enforcement of the security.

## 11. Liability

- (a) Neither FHK 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). FHK 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 FHK or by any subsidiary or associated company (ies) of FHK or by any of its or their directors, officers, employees or agents; or
- (ii). FHK failing to perform its obligations hereunder by reason of any cause beyond FHK'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 FHK 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.
- (b) In addition and without prejudice to the generality of any other provisions in the Agreement, neither FHK 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 instruction given by the Client to FHK.

## 12. Instructions, Notices and Communications

- (a) FHK shall not be liable for any loss incurred by the Client directly or indirectly as a result of FHK's inability to obtain the Client's instructions when reasonable endeavours having been made on the part of FHK.
- (b) Instructions and other communication from the Client can be given verbally by telephone or in writing addressed to FHK and dispatched by post, facsimile transmission (confirmed by post), telex, telegraph or cable at address, facsimile or telex number as FHK may inform the Client from time to time. The Client's name must be clearly

- (f) 作為一個別及獨立的規定(其將不損及富士對客戶的任何權利、權力、特權或補救)，由於任何法律限制、客戶無行為能力或喪失能力或任何其他事實或情況，無論富士是否知悉，而引致富士承擔或宣稱承擔或任何人士宣稱為客戶帳戶按照富士指示行事所承擔的任何債務不能向客戶追討，本協議所設定的抵押將作為該等債務的彌償保證，所有該等債務將可透過強制執行抵押品作為償還保證及可予追討。

## 11. 法律責任

- (a) 富士或其任何董事、高級人員、僱員或代理人均無須對客戶因以下情況所蒙受的任何損失、支出或損害賠償負責(不論是在合約、侵權或其他方面)：
- (i). 富士真誠按照或依賴任何由客戶給予的指示行事，無論該指示是否於富士或富士之任何附屬或聯營公司或任何其董事、高級人員、僱員或代理人作出任何建議、忠告或意見之後給予；或
- (ii). 富士由於任何在富士控制能力範圍以外的因素，以致其未能履行在本協議下的責任，包括但不限於任何政府或監管限制、天災、任何交易所(或其任何部門)關閉、在傳送、聯繫或電腦方面的設施出現故障或失靈、發生郵務或其他服務罷工或是類似的工業行動，以及任何有關交易所、結算所、經紀或執行代理；或
- (iii). 任何有關交易所、結算所、經紀或執行代理基於任何理由終止承認任何富士代客戶訂立的期貨合約或期權合約的存在或效力，或是未有執行或未有將任何該等合約平倉。然而該等事情不得影響客戶就任何該等合約或因此而產生的客戶其他責任或債務方面客戶在本協議下的責任。
- (b) 在附加於及並不損及本協議任何其他條文的一般性的原則下，富士或其任何董事、高級人員、僱員或代理人若真誠行事，均無須對客戶因或聲稱因或有關延誤或聲稱延誤或是未有按照任何由客戶給予富士的指示行事而蒙受的任何損失、支出或損害賠償負責(不論是在合約、侵權或其他方面)。

## 12. 指示、通知及通訊

- (a) 當富士已作出合理的努力，富士無須對客戶因富士未能取得客戶指示而直接或間接招致的任何損失負責。
- (b) 由客戶作出的指示及其他通訊，可以是透過電話口述，或是以書面形式，藉郵遞、傳真(以郵遞確認)、電傳或電報，按富士不時通知客戶的地址、傳真號碼或電報號碼通知富士。客戶的名稱必須於該等指示或通訊內清楚地列明。

quoted in every such instructions or communication.

- (c) FHK 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 FHK. 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 FHK, to give valid receipts of money received, and to execute all documents required.
- (d) FHK shall not have any obligation to authenticate any instructions given or purportedly given by or on behalf of the Client. FHK shall be entitled to rely and act on any such instructions which FHK 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 FHK on demand for all costs, claims, losses, damages and expenses which FHK may incur as a result of its relying and/or acting on such instruction.
- (e) All instructions from the Client shall be irrevocable unless FHK expressly agrees otherwise. A statement by FHK 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. FHK 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 FHK to the Client. The Client shall notify FHK, 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 FHK 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 FHK 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 FHK 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 FHK at the time of communication/transmission (with confirmed answerback in the case of telex).
- (h) Any communication from the Client to FHK shall only be effective upon actual receipt thereof by FHK.
- (i) Without any prejudice to the foregoing, the Client acknowledges that FHK 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 FHK to the Client or vice versa are to be sent at the Client's risk, and
- (c) 富士有權(但非必須如此)按照現時由依據客戶給予富士的委託信函獲得授權去運作帳戶的人士,或宣稱由該(等)人士代表客戶給予的指示行事。客戶確認該(等)授權代表有完全權力代表客戶就本協議所有事宜行事,包括(但不限於)給予富士指示、接收富士的通知,就所收到的款項發出有效的收據及簽立所有必需的文件。
- (d) 富士並無責任核證任何由客戶作出或宣稱由客戶或代表客戶作出的指示。富士可依賴並根據任何該等富士真誠相信乃是真實的指示行事,及無須對客戶因此而所招致的任何損失負責。客戶須在被要求時,就富士因依賴及/或根據該等指示而行事所招致之一切費用、申索、損失、損害賠償及開支悉數作出彌償。
- (e) 除非富士已明確地表示同意,否則所有由客戶作出的指示均不得撤銷。在沒有明顯錯誤之情況下,富士所聲明收訖客戶的任何指示的時間乃屬最終定論,對客戶具約束力。富士可在與客戶的聯繫方面進行錄音,而任何該等錄音可作為所記錄的指示或談話方面的證據。
- (f) 客戶須檢查每份由富士提供予客戶的帳單及執行客戶指示的書面確認書。客戶須就任何聲稱錯誤或遺漏於送交該帳單或確認書的3日內通知富士。該期限過後,該帳單及確認書所記載事項將會視為已獲客戶接受為正確及最終定論(但任何已通知富士的宣稱為錯誤或其他明顯錯誤除外)。
- (g) 在不影響任何其他的有效傳送方法下,由富士給予客戶(若屬聯名帳戶,又沒有指定負責接收通知的人士,在委託信函中名列首位的該名人士,為此目的,將視作被指定負責接收通知的人士)的任何報告、書面確認、通知、要求或任何其他通訊,在下列的情況下須視為已充份發送、給予或作出:
- (i). 若屬當面送交予客戶,留交在富士最後知悉的地址;
- (ii). 若屬以預付郵資的方式郵寄,於寄出3日後;及
- (iii). 若屬以電話、電傳、電報或傳真方式與客戶聯繫並傳送往富士最後知悉的相關號碼,於進行聯繫/傳送之時(若屬電傳,並獲得確認回覆)。
- (h) 任何由客戶發出予富士的通訊將只有在富士確實收訖時才有效力。
- (i) 在不損前述規定的原則下,客戶承認富士有權但非必須如此堅持任何由客戶、宣稱由客戶、或代表客戶以口頭作出的任何指示,須另由客戶以書面作出確認,但是客戶須時刻受該等口頭指示的約束,不論它是否已由客戶作出確認。
- (j) 所有由富士寄給客戶、或由客戶寄給富士的通知及其他通訊,所涉及的風險由客戶承擔,富士亦不會就以郵遞、電報、

FHK 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 FHK. FHK shall not be obliged to preserve any documents which may be returned undelivered.

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

### 13. Indemnity

- (a) The Client shall fully indemnify FHK on demand in respect of any costs, claims, demands, damages and expenses, whatsoever which may be suffered or incurred by FHK directly or indirectly arising out of or in connection with any Futures Contract or Option Contract entered into by FHK as agent on behalf of the Client, or otherwise whatsoever or howsoever arising out of any action by FHK 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 FHK on demand all charges, costs and expenses incurred by FHK or by FHK'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 FHK 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 FHK in the Agreements.

### 14. Amendments; Termination

- (a) FHK 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 FHK and the Client or by FHK on the Client's behalf. Any amendment will apply in respect of any commitment or transaction entered into by FHK 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 FHK, 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:
  - (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.

### 15. 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 FHK 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 FHK hereunder shall operate to waive any of its

電話、傳真、電傳或其他電子通信方式傳送或傳遞方面出現任何偏差、干擾、錯誤或延誤或完全失靈或非富士控制範圍或預期的其他事故而承擔任何責任。富士並無責任保存任何無法投遞及退回的文件。

- (k) 有關任何代客戶進行的事宜的所有書信及其他富士持有的文件均屬富士獨有的財產，按客戶的命令持有的合約或所有權文件正本除外。

### 13. 彌償

- (a) 假如富士因作為代理人代客戶訂立任何期貨合約或期權合約，或富士依據本協議的條文採取任何行動、或因客戶未履行在本協議下的任何責任，直接或間接導致富士蒙受或招致任何費用、申索、索求、損害賠償及支出，客戶須在被要求時立即對富士作出十足的彌償。
- (b) 客戶須在被要求時立即償還富士有關強制執行或取得客戶繳款或確保客戶執行、遵守或清償，視屬何情況而定，客戶的債務，或行使本協議授予的任何權力，或有關完成、保護、保障、強制執行或保留本協議設定為使富士受益的抵押品，所導致富士或其代理人、執行代理或代名人招致的所有費用、訟費及支出。

### 14. 修訂; 終止

- (a) 富士可隨時向客戶發出書面通知修訂本協議。任何修訂將不影響已產生之權利或富士與客戶訂立的或由富士代客戶訂立的任何承擔。任何修訂在(i)於當面送交予客戶，通知留在富士最後知悉的客戶地址的7日後；及(ii)於通知寄出相同地址的12日後，即適用於富士訂立的任何承擔或交易。
- (b) 任何一方可於任何時間給予另一方通知而終止本協議。然而該終止並不會對下列事項構成影響：
  - (i). 在本協議終止時因任何未平倉合約而產生或與其有關的任何一方的權利或責任，無論是有關根據本協議的保證金、佣金、開支、彌償保證或其他方面，直至所有該等未平倉合約獲平倉或結算及/或交割已經實行，以及所有該等責任已被完全解除為止；及
  - (ii). 本協議所載的任何客戶作出的承諾或彌償保證，在本協議終止後仍將存續。

### 15. 時間為要素; 放棄

- (a) 就與本協議有關的所有事情而言，時間為本協議的要素。
- (b) 富士根據本協議的條款所享有的權利、補救、權力和特權，乃屬積累性而不會排除法律所賦予該方的任何權利或補救。富士在本協議下所給予的時間、寬容或寬限，不得促致其放棄其在本協議下的任何權利。任何單獨或部份行使富士在本協議下的權利，不得阻止其行使其他或進一步的該等權利。

rights under the Agreement, nor shall any single or partial exercise of FHK's rights under the Agreement preclude any other or further exercise of such rights.

#### 16. 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 FHK in its absolute discretion.
- (b) FHK 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 FHK thinks fit in absolute discretion.

#### 17. Severance

Any term, stipulation or undertaking in the Agreement which is declared by any court or tribunal or competent jurisdiction to be illegal, invalid or unenforceable shall, to the maximum extent permitted by applicable law, be severed from the Agreement without affecting the remaining provisions of the Agreement, which shall remain fully effective.

#### 18. Provisions prescribed by the HKFE Rules

Without prejudice and in addition to any other provisions of the Agreement, all transactions entered into on HKFE shall be subject to the provisions of the Clause which are prescribed by the HKFE Rules, and which shall constitute, and be construed as, part of the Agreement:

- (a) every HKFE Contract shall be subject to the charge of a Compensation Fund levy and a levy pursuant to the Securities and Futures Ordinance, the cost of both of which shall be borne by the Client;
- (b) if the Client suffers pecuniary loss by reason of FHK's default, the liability of the Compensation Fund will be restricted to valid claims as provided for in the Ordinances and will be subject to the monetary limits specified in the Ordinances, and accordingly that there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or at all;
- (c) FHK may trade on its own account or on the account of any subsidiary or associated company(ies) of FHK;
- (d) FHK and any of its directors, officers or employees may trade on its own account;
- (e) in respect of transactions related to HKFE Contracts, the HKFE Rules shall be binding on both FHK and the Clients, and the HKFE Rules contain provisions requiring FHK in certain circumstances to disclose the name and beneficial identity of a Client;
- (f) if the Client wishes to deal in any Futures Contract or Option Contract in markets other than those organized by HKFE, such transactions will be subject to the rules and regulations of those markets and not those of HKFE with the result that the Client may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by HKFE Rules;
- (g) FHK may, subject to the provisions of the ordinances, take the opposite position to the Client's order in relation to any Futures Contract or Option Contract, whether on FHK's own Account or for the Account of other Clients of FHK,

#### 16. 不可轉讓

- (a) 除非獲得富士以絕對酌情權作出之書面同意，否則客戶不得將其在本協議之條款下的任何權利或責任，或其在本協議下的履約責任轉讓、分授、轉移，或以其他方式讓與任何人士、商號或公司。
- (b) 富士可以絕對酌情權認為合適將其在本協議所享有的權利中的所有或任何權益轉讓、轉移，或以其他方式讓與任何人士、商號或公司並可分授及分判其在本協議下的履約責任。

#### 17. 可分割性

被任何具司法管轄權的法院或審裁處宣佈為不合法、無效或不能強制執行的本協議中的任何條款、規定或承諾，在所適用的法律容許的最大範圍內，將從本協議當中分割出來，本協議的其他條款將不受影響並仍然具有完全的效力。

#### 18. 香港期貨交易所有限公規則訂明的條文

在不損及並在附加於本協議任何其他條文，所有在香港期貨交易所有限公司訂立的交易將受香港期貨交易所有限公司規則訂明的條款之條文所規限。香港期貨交易所有限公司規則將構成，並解釋為本協議組成部份：

- (a) 每張香港期貨交易所有限公司合約均須繳付賠償基金徵費及證券及期貨條例所規定之徵費，此兩項徵費須由客戶承擔；
- (b) 倘若客戶因富士失責而蒙受金錢損失，賠償基金的責任僅限於條例所規定的有效索償，並受條例所載明的賠償金限額所限制，故此，不能保證因上述失責而引致之金錢損失必定可以悉數或部份從賠償基金中獲得賠償；
- (c) 富士可以富士本身的帳戶或富士之任何附屬或聯營公司的帳戶進行買賣；
- (d) 富士及其任何董事、高級人員或僱員可以彼等本身之帳戶進行買賣；
- (e) 就香港期貨交易所有限公司合約的交易，香港期貨交易所有限公司規則對富士及客戶具約束力。香港期貨交易所有限公司規則載有條文，在特定的情況下，富士須披露有關客戶的姓名及實益身份；
- (f) 倘若客戶擬在香港期貨交易所有限公司以外市場操作進行任何期貨合約或期權合約交易，有關交易須符合該等市場而非香港期貨交易所有限公司之規則及規例，以致客戶就該等交易所獲得之保障之程度與類別與香港期貨交易所有限公司規則所提供可能大有差異；
- (g) 在條例的條文之規限下，富士可持有與客戶就任何期貨合約或期權合約發出的指令相反的倉盤，不論是富士本身帳戶或富士其他客戶帳戶而持有，但有關買賣須根據香港期貨交易所有限公司規則或其他交易所所規限的有關市場的規則地

provided that such trade is executed in accordance with the HKFE Rules or the Rules of other exchanges governing the relevant markets;

- (h) the Client appoints the chief executive from time to time appointed by the board of directors of HKFE (or such of HKFE's staff as the chief executive may from time to time designate pursuant to the HKFE Rules ) as the Client's attorney to do all things necessary to transfer any open positions held by FHK on the Client's behalf and money and security standing to the credit of the Client's account with FHK to another member of HKFE in the event of FHK's participating right with HKFE being suspended or revoked;
- (i) all money or other property received by FHK from the Client or from any other person (including the Clearing House) for the account of the Client shall be held by FHK as trustee, segregated from FHK's own assets and paid into a segregated bank account as prescribed by the HKFE Rules and that all money, approved debt securities or other property so held by FHK shall not form part of the assets of FHK for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of FHK's business or assets;
- (j) the Client authorizes FHK to apply any monies which the Client may pay to FHK in the manner specified in the HKFE Rules and, in particular, FHK may apply such monies in or towards meeting FHK's obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in Futures Contract or Option Contract transacted on the Client's behalf;
- (k) the Client acknowledges that in respect of any account of FHK maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of the business of dealing in Futures Contract or Option Contract transacted on behalf of the Client and whether or not money paid by the Client has been paid to the Clearing House, as between FHK and the Clearing House, FHK deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favor of the Client and monies paid to the Clearing house are thereby freed from the trust referred to in sub-clause (i) of this Clause;
- (l) the Client is bound by the HKFE Rules which permits the chief executive from time to time appointed by the board of directors of HKFE (or such of HKFE's staff as the chief executive may from time to time designate pursuant to the HKFE Rules) to take steps to limit the positions or require the closing out of contracts of clients who, in the opinion of such chief executive (or such other designated person as the case may be), are accumulating positions which are or may be detrimental to any of the markets from time to time established and operated by HKFE pursuant to the HKFE Rules;

## 19. Personal data (privacy) ordinance

The personal data the Client has been requested to supply upon the opening of the Account or subsequently will be used for the purpose of opening and operating the margin account and implementing or enforcing all provision of this Agreement.

The Client must supply all the information requested by FHK as failure to do so may result in FHK being unable to open or operate the Account.

## 20. Uncontrollable circumstances

FHK shall not be liable for any direct or indirect loss sustained by the Client if FHK is prevented from acting as a direct or indirect result of government restrictions, the imposition of

執行；

- (h) 倘富士在香港期貨交易所有限公司的參與者會籍權利暫停或撤銷，客戶委任由香港期貨交易所有限公司董事局(或由行政總裁不時按照香港期貨交易所有限公司規則指定的香港期貨交易所有限公司職員)不時委任的行政總裁，作為客戶的代理人就將富士代客戶所持的任何未平倉合約及富士開立的客戶帳戶進帳額中的款項及抵押品轉撥予香港期貨交易所有限公司另一名會員而進行一切所須事宜；
- (i) 富士為客戶帳戶而向客戶或任何其他人士(包括結算所)收取的一切款項或其他財產須由富士以受託人身份持有，但須與富士本身的資產分開繳進一個香港期貨交易所有限公司規定的獨立銀行帳戶。由富士持有的所有款項、核准債務證券或其他財產就無力償債或清盤而言不得構成富士的資產而在委出有關富士的全部或任何部份業務或資產的臨時清盤人、清盤人或類似高級人員須即退還予客戶；
- (j) 客戶授權富士按香港期貨交易所有限公司規則所指明的方式，運用客戶可能繳付予富士的任何款項，富士尤其可運用該等款項清償富士欠負任何人士之債務，只要該等債務乃屬因代客戶買賣期貨合約或期權合約業務而產生或附帶者則可；
- (k) 客戶承認，就富士於結算所設存的帳戶而言，不論該帳戶是全部或部份為代客戶進行買賣期貨合約或期權合約業務而設，亦不論客戶所繳付的款項是否已繳付予結算所，就富士及結算所而言，富士乃以當事人身份進行買賣，故此，該帳戶並無任何標記可顯示有任何屬於客戶的信託或其他衡平法權益，而繳付予結算所的款項乃不受本條(i)款的信託限制；
- (l) 客戶乃受香港期貨交易所有限公司規則的約束，該規則容許由香港期貨交易所有限公司董事局(或由行政總裁不時按照香港期貨交易所有限公司規則指定的香港期貨交易所有限公司職員)不時委任的行政總裁採取步驟，在該行政總裁(或其他指定人士，視屬何情況而定)認為繼續積累倉盤可能有損任何由香港期貨交易所有限公司規則不時設立及經營的市場時，限制客戶的持倉數量或要求將客戶的合約平倉；

## 19. 個人資料（私隱）條例

於開立帳戶時或於其後客戶曾被要求提供之個人資料將用作開立及操作帳戶與實施或執行本條例之所有條文之用途。

客戶須提供富士所需之所有資料，如未能提供所需資料或會導致富士無法開立帳戶或使帳戶運作。

## 20. 無法控制之情形

富士因下述原因直接或間接未能按指示行事而致使客戶蒙受之任何直接或間接損失，富士概不承擔任何責任：政府限制、有關交易所、結算所或其他市場實施緊急程序和暫停交易、民事騷亂、恐怖

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 FHK's control.

## 21. Right to close account

In the event that the Client shall be diagnosed by a qualified medical practitioner to be suffering from mental illness, disease or disorder during the subsistence of this Agreement, the Client hereby authorizes FHK and FHK shall have the right to close the account(s) without notice to the Client and to sell or otherwise realize all or any positions held by the Client at such price and on such terms as FHK shall think fit and to apply the net proceeds of such sale or realization and any moneys in the account(s) in or toward the discharge of the indebtedness of the Client to FHK. Any credit balances in the Client's account(s) after discharge of the Client's indebtedness to FHK as aforesaid shall be refunded to the Client's representative. Any deficit remained at the time of closure of the account(s) as aforesaid will be settled by the Client or Client's representative, failing which FHK is entitled to recover the same by legal action.

## 22. Confidentiality

Whilst the Client expects FHK to keep confidential all matters relating to the Client's account, the Client hereby expressly agrees that FHK may, if requested by the Exchange, SFC and/or relevant regulatory bodies, provide to them details of the Client's account, in order to assist them with any investigation or enquiry it is undertaking.

FHK will not be liable in any way to the Client for any disclosure made pursuant to this Clause, 8(c) and 8(d) hereinbefore.

## 23. Consolidation of accounts and set-off

Without limiting any of FHK's rights and powers, FHK may at any time without notice to the Client combine or consolidate all or any of the Client's accounts with any liabilities to FHK and/or any subsidiary or associated company (ies) of FHK and set-off or transfer any sum(s) in whatever currency standing to the credit of such account(s) in or towards satisfaction of any of the Client's liabilities of whatever nature (including liabilities incurred as principal or surety and whether such liabilities be actual or contingent, primary or collateral, several or joint) to FHK and/or any subsidiary or associated company (ies) of FHK. This right of set-off is a continuing security and is in addition and without prejudice to any security FHK may now or hereafter hold.

## 24. Product specifications, prospectus or offering documents

FHK shall provide to the Client upon request product specifications and any prospectus or other offering document covering such product.

If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of the agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

## 25. Joint Account

If the account opened and/or continued is a joint account, the Client agree that any liability whatsoever incurred in respect thereof shall be joint and several and the Client further authorise FHK, subject to compliance with the Estate Duty Ordinance (Cap. 111) and any claim, right, lien, charge, pledge, set-off or whatsoever you may have, to pay or deliver

主義行為或威脅採取之恐怖主義行為、自然災害、戰爭、罷工或富士無法控制之其他情形。

## 21. 結束戶口的權利

如客戶於本合約生效期內被認可之醫療人員診定為患有精神病、精神疾病或精神失常，客戶在此授權富士有權無需通知客戶而結束戶口，並於富士認為合適的價位出售或以任何方式處置任何或一切客戶之持倉，並將出售及處置所得的款項及任何存在戶口之現金，以清償一切客戶欠富士之餘數，而清償後之餘款須退還予客戶之代表。任何由於上述情況結束戶口之時仍存在之差額將由客戶或其代表清償，否則，富士有權以法律行動追討該款項。

## 22. 資料保密

雖然客戶預期富士保持一切客戶戶口資料事務機密，唯客戶仍明確同意富士可於交易所、證券及期貨監察委員會、及/或有關監管機構要求下，向其提供客戶之戶口詳情，以協助其作任何調查或查詢。

富士在任何情況下不會就任何根據本條約、第 8(c) 及 8(d)條所出之披露而須向客戶負責。

## 23. 戶口合併及取消

在不限制富士之任何權利及權力的原則下，富士可隨時（無須通知客戶）將客戶之全部或任何戶口及欠負富士及 / 或富士之任何附屬或聯營公司之債項合併或綜合，或將任何一個或以上該等戶口所存在任何款項（不論屬何種貨幣）抵銷或轉撥，以償還客戶向富士開立之任何其他戶口欠負富士及 / 或富士之任何附屬或聯營公司之債項（不論該等債項是否客戶或客戶以當事人之身份所欠負或作為其他人士、法人團體或商號之擔保，亦不論該等債項屬實際抑或屬或然之債項、屬主要抑或附屬及個別抑或共同之債項）。此項抵銷權為一項持續低押，並將額外加於及不影響富士現時可能或日後持有之任何抵押。

## 24. 產品規格、章程或要約文件

富士應按照客戶要求提供有關產品的規格、章程或要約文件。

假如我們向客戶招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。

## 25. 聯名帳戶

凡聯名帳戶，不論是重新開立及/或繼續運用者，客戶願意個別及共同承擔償還有關債務之責任，並授權富士除遵照遺產稅條例(第 111 章)之規定辦理外，以及無損於富士享有之申索權、留置權、押記、抵押、抵銷或其他之權益，得於客戶中任何一人身故後，將客戶聯名帳戶之存款及貯存於富士之一切財物交付予客戶中尚生者或其遺產承辦人。

to or to the order of survivor(s) of the Client or the personal representative(s) of such survivor(s) any money now or hereafter standing to the credit of the Client's joint account or accounts together with anything hold by FHK for safe keeping or for collection or for any purpose relating to the Client's account or accounts.

**26. Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR and the Client irrevocably submits to the non- exclusive jurisdiction of the Hong Kong SAR courts. No provisions of the Agreement shall operate to remove, exclude or restrict any rights of the Client or obligations of FHK under the laws of Hong Kong SAR.

**26. 管轄法律**

本協議受香港特別行政區法律管限，並據此解釋。客戶不可撤銷地接受香港特別行政區法院行使非專屬司法管轄權。於香港特別行政區法律之下，本協議之條文不得用以刪減、豁免或限制客戶之任何權利或富士之任何義務。

Client's Name: \_\_\_\_\_

客戶姓名：\_\_\_\_\_

Client's Signature: \_\_\_\_\_ X

客戶簽署：\_\_\_\_\_ X

in the presence of:  
[witness name, address and occupation]

見證人：[姓名、地址、職業]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by Witness: \_\_\_\_\_ X

見證人簽署：\_\_\_\_\_ X

SIGNED BY  
For and on behalf of  
Fuji Hong Kong Commodities Company Limited

由  
富士香港商品有限公司  
確認及接受

Authorized Signature: \_\_\_\_\_

授權簽署：\_\_\_\_\_

in the presence of:  
[witness name, address and occupation]

見證人：[姓名、地址、職業]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by Witness: \_\_\_\_\_ X

見證人簽署：\_\_\_\_\_ X

## 風險披露聲明書

### RISK DISCLOSURE STATEMENT

#### RISK OF TRADING FUTURES AND OPTIONS

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

#### ADDITIONAL RISK DISCLOSURE FOR FUTURES AND OPTIONS TRADING

This brief statement does not disclose all of the risk 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.

#### Futures

##### 1. 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.

##### 2. Risk-reducing orders or strategies

The placing of certain order (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.

#### Option

##### 3. Variable degree of risk

Transactions in option 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.

#### 期貨及期權交易的風險

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

#### 關於期貨及期權買賣的額外風險披露

本聲明旨在概述買賣期貨及期權的風險，並不涵蓋該等買賣的所有相關風險及其他重要事宜。你在進行任何上述交易前，應先瞭解將訂立的合約的性質(及有關的合約關係)和你就此須承擔的風險程度。期貨及期權買賣對很多投資者都並不適合，你應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

#### 期貨

##### 1. 槓桿效應

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

##### 2. 減低風險買賣指示或投資策略

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

#### 期權

##### 3. 不同風險程度

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

購入期權的投資者可選擇抵銷或行使期權或任由期權到期。如

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 obligated 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 exchange in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payment 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.

#### Additional Risks Common To Futures And Options

##### 4. 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.

##### 5. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain market (e.g. the suspension of trading in any contract or contract month because of price limits of "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 future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

##### 6. Deposited cash and property

You should familiarize yourself with the protections accorded 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

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

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

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

#### 期貨及期權的其他常見風險

##### 4. 合約的條款及細則

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

##### 5. 暫停或限制交易及價格關係

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

此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷「公平」價格。

##### 6. 存放的現金及財產

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

local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### 7. 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.

#### 8. 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, such as compensation insurance. 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.

#### 9. 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.

#### 10. 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 the firm with which you deal for details in this respect.

#### 11. 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.

#### 12. Off-exchange transactions

In some jurisdiction, 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.

#### 7. 佣金及其他收費

在開始交易之前，你首先要清楚瞭解你必須繳付的所有佣金、費用或其他收費。這些費用將直接影響你可獲得的淨利潤(如有)或增加你的虧損。

#### 8. 在其他司法管轄區進行交易

在其他司法管轄區的市場包括與本地市場有正式連繫的市場進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度例如賠償保險可能有所不同，甚或有所下降。在進行交易前，你應先行查明有關你將進行的該項交易的所有規則。你本身所在地的監管機構，將不能迫使你已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑑於此，在進行交易之前，你應先向有關商號查詢你本身地區所屬的司法管轄區及其他司法管轄區可提供哪種補救措施及有關詳情。

#### 9. 貨幣風險

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

#### 10. 交易設施

電子交易的設施是以電腦組成系統來進行買賣盤傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，你應向為你進行交易的商號查詢這方面的詳情。

#### 11. 電子交易

透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果你透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致你的買賣盤不能根據指示執行，甚或完全不獲執行。

#### 12. 場外交易

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

13. RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

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

14. RISK OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) and the rules made thereunder.

Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong

13. 提供代存郵件或將郵件轉交第三方的授權書的風險

假如你向你的交易商或證券保證金融資人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

14. 在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的，這些法律及規例與（證券及期貨條例）（第五七一章）及根據該條例制訂的規則可能有所不同。

因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

**Acknowledgment of Risk Disclosure Statement**

**Client's Acknowledgement**

I/We the undersigned acknowledge that:

- the Risk Disclosure Statement was provided in a language of my/our choice ( English or Chinese); and
- I/We was/were invited to read the Risk Disclosure Statement, to ask questions and take independent advice ( if I/We wish).

\_\_\_\_\_  
Client's Signature: X

\_\_\_\_\_  
Client's Name:

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

Date: \_\_\_\_\_

**風險披露聲明書之確認書**

**客戶確認**

本人 / 吾等為下述簽署人，茲承認:

- 已按照本人 / 吾等選擇的語言英文或中文獲提供風險披露聲明；及
- 本人 / 吾等已獲邀閱讀該風險披露聲明、提出問題及徵求獨立的意見(如本人吾等有此意願)。

\_\_\_\_\_  
客戶簽署: X

\_\_\_\_\_  
客戶姓名:

\_\_\_\_\_  
戶口號碼:

日期: \_\_\_\_\_

**Registered Person's Declaration**

I, being a registered person of Fuji Hong Kong Commodities Company Limited, hereby confirm and declare that I have :

- provided the Risk Disclosure Statement in a language of the client's choice ( English or Chinese); and
- invited the client to read the Risk Disclosure Statement, ask questions and take independent advice( if the client wish).

Registered Person:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name: (Please type or print)

\_\_\_\_\_  
Position:

\_\_\_\_\_  
CE Number:

\_\_\_\_\_  
Date:

**註冊人聲明**

本人為富士香港商品有限公司的註冊人，特此確認及聲明本人：

- 按照客戶所選擇的語言(英文或中文)提供風險披露聲明；及
- 邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。

註冊人：

\_\_\_\_\_  
簽署：

\_\_\_\_\_  
姓名：(請用正楷)

\_\_\_\_\_  
職銜：

\_\_\_\_\_  
CE 編號：

\_\_\_\_\_  
日期：

## 期權資料說明

### OPTIONS INFORMATION STATEMENT

- (a) Contract information:  
strike price; expiry day; underlying commodity; option type;  
buy or sell order; opening or closing trade; current quoted  
price; and order type.
- (b) Underlying commodity:  
method of delivery or settlement; contract size; calculation of  
settlement prices.
- (c) Exercise procedures:  
American or European style exercise.
- (d) Premium:  
calculation of contract value; settlement of premium.
- (e) Margin:  
approximate margin requirements; variation adjustment  
payments; collateral that may be lodged as margin; payment  
details.
- (f) Transaction costs:  
minimum commissions; exchange and clearing house fees;  
exercise fees; and applicable levies.
- (g) (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

- (a) 合約資料：  
行使價；到期日；所屬的商品；期權種類；買盤或賣盤；開倉  
或平倉；當時報價；及落盤種類。
- (b) 所屬的期貨：  
交貨或交收方法；合約金額；計算交收價格。
- (c) 行使程序：  
美國式或歐洲式行使。
- (d) 期權金：  
計算合約價值；交收期權金。
- (e) 按金：  
約略按金規定；調整金額付款；可能需存放作為按金的抵押品；  
付款詳情。
- (f) 交易費用：  
最低限度佣金；交易及結算所費用；行使費；及適用的徵費。
- (g) (交易所參與者代表)註冊莊家義務：  
  
(交易所參與者代表)註冊莊家沒有義務對遠期期權提供作實買  
賣價。

The following disclaimers are furnished to you, the Client, pursuant to Regulation 020(a) of the Regulations for Trading Stock Index Futures and Regulation 024(a) of the Regulations for Trading Stock Index Options and you, the Client, are requested to note the contents of the same.

#### **DISCLAIMER - HSI, HS100 & Sub. Index Futures Contracts**

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

#### **DISCLAIMER - HSI, HS100 & Sub. Index Option Contracts**

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份指數期權規例」第 024(a)條向閣下(貴客戶)提供，閣下貴客戶務請留意其內容。

#### **免責聲明- 恆生指數、恆生 100 及分類指數期貨合約**

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

#### **免責聲明- 恆生指數、恆生 100 及分類指數期權合約**

恆生指數服務有限公司(「恆指公司」)目前印行、編匯及計算若干股票指數，亦可能按 Hang Seng Data Services Limited(「HSDS」)的要求，不時印行、編匯及計算其它股票指數(統稱「上述恆生指數」)。上述恆生指數的標記、名稱及編匯、計算程序乃 HSDS 的專有財產及專利。恆指公司已授予香港期貨交易所有限公司(「期交所」)一項特許權，准其使用「恆生指數」及其四個分類指數、「恆生中資企業指數」及「恆生國企指數」，其用途只限於根據此等指數分別設立、銷售及買賣期權合約，並可不時授予期交所使用任何其它上述恆生指數作相應用途，以根據此等其它上述恆生指數設定期權合約(統稱「上述期權合約」)。恆指公司可隨時訂或更改編匯及計算任何上述恆生指數以及任何有關的計算程式、成分股及系數的程序及基準，而毋須作出通告，而期交所可隨時要求期交所指定的某等上述期權合約，參照另外一項或多項將予計算的指數進行買賣及交收。期交所、HSDS 及恆指公司，概不就上述恆生指數及其編匯、計算及任何有關的資料的準確性或完整性，向期交所任何參與者或任何第三者作出擔保或聲明或保證，亦無給予或隱含有關

such other Hang Seng Indices (collectively, "Option Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the Exchange may at any time require that trading in and settlement of such of the Option Contracts as the Exchange may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the Exchange nor HSDS nor HSI warrants or represents or guarantees to any participant of the Exchange or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes of failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant the Exchange or any third party dealing with the Option Contracts or any of them. No claims, actions or legal proceedings may be brought by any participant of the Exchange or any third party against the Exchange and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any participant of the Exchange or any third party deals in the Option Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSI.

上述恆生指數或其中任何一項的任何擔保、聲明或保證。再者，期交所、HSDS 及恆指公司概不就為上述期權合約或其中任何一項及或其買賣的緣故或與其有關的事宜而使用上述恆生指數或其任何一項，或就恆指公司匯編及計算上述恆生指數或其中任何一項的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效(包括但不限於因疏忽而引起者)，或買賣上述期權合約或其任何一項的任何期交所參與者或任何第三者因此而直接或間接蒙受的經濟損失或其他損失，承擔任何責任。任何期交所參與者或任何第三者，概不得對期交所及 / 或 HSDS 及 / 或恆指公司提出與本免責聲明所述事項有關或因該等事項引致的索償、訴訟、或法律行動。買賣上述期權合約或其任何一項而完全知悉本免責聲明的任何期交所參與者或任何第三者，不應在任何方面倚賴期交所、HSDS 及 / 或恆指公司。

**INTERNET FUTURES TRADING AGREEMENT**  
(Supplementary to the Client's Account Agreement)

**To: Fuji Hong Kong Commodities Company Limited**

(a Licensed Corporation registered under Securities and Futures Ordinance, CE number AAG657, and a Futures Commission Merchant registered under the Hong Kong Futures Exchange Limited.)

I/We am/are the client holding the futures account(s) with you numbered \_\_\_\_\_ (the "Account") and refer to my/our Futures Client's Agreements in respect of the Account dated \_\_\_\_\_. I/We agree that the Account may be to open one or more futures trading account(s) (the "Account") to be operated through the Fuji Hong Kong Commodities Company Limited Web Service, in my/our name or on my/our behalf for the purpose of and in connection with the sale and purchase of Futures, and I/we agree that the Account shall be operated in accordance with and subject to the following terms and conditions in addition to the Client's Account Agreement:-

**1. Definition and Construction**

1.1 In this Agreement, the following terms shall bear the following meanings:

**"Access Codes"** means together the Password and the User Name;

**"Account"** means my internet futures trading account with you operated through the FHK Web Service;

**"FHK Web Service"** means the on-line futures trading service provided by FHK under this Agreement comprising the Electronic Trading Service, any information contained in FHK's Web Site and the software comprised in them;

**"Electronic Trading Service"** means the facility which enables me/us to give electronic Instructions and to access the information services provided by FHK Web Service;

**"Instruction"** means any instruction for the buying or selling of or otherwise dealing in any Futures;

**"Internet Trading Policy"** means the policy relating to the operation of the FHK Web Service (as amended from time to time);

**"Password"** means my/our personal password used in conjunction with the User Name to gain access to the Service;

**"Client's Account Agreement"** means Fuji Hong Kong Commodities Company Limited's "Client's Account Agreement";

**"FHK"** means Fuji Hong Kong Commodities Company Limited;

**"User Name"** means the Client's personal identification used in conjunction with the Password to gain access to the Electronic Trading Service and other services offered by FHK.

**互聯網期貨買賣協議**  
(附加於客戶協議合約)

致：富士香港商品有限公司

(根據證券及期貨條例註冊為持牌法團，CE編號AAG657，根據香港期貨交易所有限公司註冊為 Futures Commission Merchant)

本人 / 吾等乃貴公司期貨戶口號碼 \_\_\_\_\_ 號(「戶口」)之戶口持有人，本人 / 吾等之期貨客戶合約於 \_\_\_\_\_ 簽訂。鑒於貴公司同意開立一個或多個期貨買賣戶口(「戶口」)，並同意以本人 / 吾等名義或代表本人 / 吾等就期貨買賣及相關事宜，通過富士網上服務運作戶口，本人 / 吾等同意，戶口由貴公司透過貴公司的富士網上服務按照客戶協議合約及下列條款及條件(並受其規限)運作：

**1. 定義及解釋**

1.1 在本協議中，以下詞語具有下列涵義：

「進入密碼」指密碼及戶口號碼；

「戶口」指本人在貴公司開立的互聯網買賣戶口，經由富士網上服務運作；

「富士網上服務」指富士根據本協議提供的網上買賣服務，包括電子買賣服務、富士網址上的任何資料，以及其中的軟件；

「電子買賣服務」指本人 / 吾等發出電子指令的設施，以及由富士網上服務提供的資訊服務；

「指令」指以電子方式買賣期貨的買賣指令或其他處理指令；

「互聯網買賣政策」指有關富士網上服務運作的政策(經不時修訂)；

「密碼」指本人 / 吾等與帳號一併使用的個人密碼，據之可進入該服務；

「客戶協議合約」指富士香港商品有限公司之客戶協議合約；

「富士」指富士香港商品有限公司；

「帳號」指客戶與密碼一併使用的個人密碼，據之可進入電子買賣服務，以及其他富士網上服務提供的服務；

<p>1.2 Words denoting the singular shall include the plural and vice versa, reference to one gender shall include all genders and words denoting person shall include a firm or sole proprietorship, partnership, syndicate and corporation and vice versa.</p> <p><b>2. FHK Web Service</b></p> <p>2.1 I/we understand that the Electronic Trading Service is a semi-automated facility which enables me/us to send electronic Instructions and receive information services.</p> <p>2.2 I/We agree to use the Electronic Trading Service and any additional services offered through the FHK Web Service only in accordance with the terms of this Agreement in addition to the Client's Account Agreement.</p> <p>2.3 I/We shall be the only authorized user of the Electronic Trading Service under the Account. I/We understand and acknowledge that the FHK Web Service relies on the Access Codes to authenticate me/us as the authorized user for the Account. I/We shall be responsible for the confidentiality and use of the Access Codes. I/We acknowledge and agree that I/we shall be solely responsible for all Instructions entered through the Electronic Trading Service using the Access Codes and neither you nor your directors, officers or employees shall have any liability to me/us, or to any other person whose claim may arise through me/us, for any claims with respect to the handling, mishandling or loss of any Instruction.</p> <p>2.4 I/We acknowledge that the FHK Web Service is proprietary to you. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the FHK Web Service. I/We acknowledge that you may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if you at any time reasonably suspect that I/we have breached the same. I/We undertake to notify you immediately if I/we become aware that any of the actions described above in this paragraph is being perpetrated by any other person.</p> <p>2.5 I/We further acknowledge and agree that, as a condition of using the Electronic Trading Service to give Instructions, I/we shall immediately notify you if: (a) an Instruction in respect of the Account has been placed through the Electronic Trading Service and I/we have not received an order number; (b) an Instruction in respect of the Account has been placed through the Electronic Trading Service and I/we have not received an accurate acknowledgement of the Instruction or of its execution (whether by hard copy, electronic or verbal means); (c) I/we have received acknowledgement (whether by hard copy, electronic or verbal means) of a Transaction which I/we did not instruct or any similar conflict; or (d) I/we become aware of any unauthorized use of the User Name or Password.</p>	<p>1.2 單數詞語包括眾數詞語，反之亦然。提到一種性別之處，包括所有性別。「人士」一詞，包括商號或獨資經營、合伙經營、集團及法人公司，反之亦然。</p> <p><b>2. 富士網上服務</b></p> <p>2.1 本人 / 吾等瞭解，電子買賣服務為一半自動設施，讓本人 / 吾等發出電子指令，並接收信息服務。</p> <p>2.2 本人 / 吾等同意使用電子買賣服務，必須遵照本協議條款及期貨客戶合約。本人 / 吾等使用日後經由富士網上服務提供的其他服務，亦必須遵照本協議條款及客戶協議合約。</p> <p>2.3 本人 / 吾等為戶口項下電子買賣服務的唯一獲授權使用者。本人 / 吾等需對進入密碼的保密及使用承擔責任。本人 / 吾等承認及同意，本人 / 吾等需就使用進入密碼輸進電子買賣服務的所有指令負責，而貴公司、貴公司董事、高級職員或僱員概毋需對本人 / 吾等、或經由本人 / 吾等提出申索的任何其他人士(就任何有關處理、錯誤處理或遺失任何指示)的申索承擔責任。</p> <p>2.4 本人 / 吾等承認，富士網上服務的所有人權益屬貴公司。本人 / 吾等保證及承諾，本人 / 吾等不會(亦不會嘗試)干擾、修改、拆解、易轉、操縱或以其他方式修改(且亦不會嘗試未獲授權進入)富士網上服務的任何部份。本人 / 吾等承認，若本人 / 吾等在什麼時候違反是項保證及承諾，或貴公司在什麼時候合理懷疑本人 / 吾等違反是項保證及承諾，則貴公司可向本人 / 吾等採取法律行動。本人 / 吾等承諾，若本人 / 吾等知悉任何人士干犯本段上文所述任何行動，則本人 / 吾等須即時通知貴公司。</p> <p>2.5 本人 / 吾等進一步承認及同意，作為使用電子買賣服務發出指令的先決條件，若有下列情況，本人 / 吾等需即時通知貴公司：(a)有關戶口的指令已經由電子買賣服務作出，而本人 / 吾等未收到命令編號；(b)有關戶口的指令已經由電子買賣服務作出，而本人 / 吾等未收到對指令或其執行的準確認收(不論經硬本、電子或口頭)；(c)本人 / 吾等收到交易指示的認收(不論經硬本、電子或口頭)，但該等交易指示並非本人 / 吾等作出，或其他類似的不一致情況；或(d)本人 / 吾等知悉戶口號碼或密碼的任何未經授權使用。</p>
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<p>2.6 I/We understand that you shall prepare the Internet Trading Policy setting out the operation policy and procedures of the FHK Web Service applicable at any time which shall be available at the FHK web site the terms of which shall be binding on me/us in respect of my/our use of the FHK Web Service. In the event of inconsistencies between the terms of this Agreement and the Internet Trading Policy, the terms of this Agreement shall prevail.</p> <p>2.7 I/We acknowledge that the price quotation service for Futures available at the FHK web site is provided by a third party provider appointed by you from time to time. I/We acknowledge and agree that you shall not be responsible to me/us for any losses, costs, expenses, damages or claims which I/we may suffer as a result of or in connection with any aspect of the quote service including my/our reliance on such service.</p> <p>2.8 I/We understand that the Electronic Trading Services may provide, for informational purpose only, data about futures published by third parties. Owing to market volatility and possible delay in the data-transmission process, the data may not be real-time market quotes for the relevant futures or investment. I/We understand that whilst you believe such data to be reliable, there is no independent basis for you to verify or contradict the accuracy or completeness of the information provided by third parties. I/We understand that no recommendation or endorsement from you shall be inferred from the data provided with respect to any futures or investment.</p> <p>2.9 I/We understand that information provided in the Electronic Trading Services is provided on an "as is", "as available" basis and you do not guarantee the timeliness, sequence, accuracy, adequacy or completeness of such information. You give no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) with respect to such information.</p> <p>2.10 I/We accept the risks of receiving or gaining access to services through and communicating and conducting transactions over the Internet or other electronic means or facilities for the purpose of the FHK Web Service.</p>	<p>2.6 本人 / 吾等瞭解，貴公司擬備網上買賣政策，列出富士網上服務運作政策及程序。該政策可經由網址取得，在任何時候均適用。該政策的條款，對本人 / 吾等對使用富士網上服務具約束力。若本協議條款與網上買賣政策不一致，以本協議條款為準。</p> <p>2.7 本人 / 吾等承認，富士網址提供的報價服務，乃由貴公司不時指定的第三方提供者提供。本人 / 吾等承認及同意，對本人 / 吾等在任何方面因報價服務或因本人 / 吾等依賴該服務而發生或與之有關的任何損失、費用、支出、損害賠償或申索，貴公司概毋須承擔責任。</p> <p>2.8 本人 / 吾等瞭解，就提供資訊而言，電子買賣服務只提供由第三方刊發的期貨資料。因市場波動及資料傳送過程的延誤，該等資料可能並非有關期貨或投資的實時市場報價。本人 / 吾等瞭解，雖然貴公司相信該等資料可靠，但沒有獨立基準可茲證實或否定所提供資料的準確及完整性。本人 / 吾等瞭解，不應從所提供的任何期貨或投資資料而推斷貴公司作出任何推薦或認可。</p> <p>2.9 本人 / 吾等瞭解，在電子買賣服務中提供的資料，以「現狀」及「可提供」基準提供，貴公司並不保證該等資料的時候、順序、準確性、足夠性或完整性。貴公司沒有就該等資料作出明示或默示保證(包括但不限於可商售性或就某一用途的適合性而作出的保證)。</p> <p>2.10 本人 / 吾等接受經由互聯網或其他電子方法或設施接受或取得服務以及經由互聯網或其他電子設備或設施溝通或進行交易所帶來的風險。</p>
<p><b>3. The Account</b></p> <p>3.1 I/We acknowledge that I/we may only access the Account through the Internet and I/we agree that should I/we experience any problems in reaching you through the Internet, I/we shall attempt to use alternative methods to communicate with you and inform you of the difficulty I/we am/are experiencing.</p> <p>3.2 When opening the Account, I/we shall state in the account application the amount of my/our initial deposit of funds in the Account for the use with the FHK Web Service. Such amount shall be paid to your offices or bank account either by cheque, bankers draft or telegraphic transfer. I/We acknowledge that the Access Codes shall not be notified to me/us until cleared funds in the amount stated on the account application have been received by you.</p>	<p><b>3. 戶口</b></p> <p>3.1 本人 / 吾等承認，本人 / 吾等只可經由互聯網進入戶口，本人 / 吾等承認，若本人 / 吾等在經由互聯網接觸貴公司時有任何困難，本人 / 吾等需嘗試使用其他方法與貴公司溝通，並把所遇困難知會貴公司。</p> <p>3.2 開戶口時，本人 / 吾等需在戶口申請表上寫明本人 / 吾等就使用該服務而存入首筆按金的款額。該款額可由本人 / 吾等親自以支票、銀行本票存入或以電傳存入貴公司的辦事處或銀行戶口。本人 / 吾等承認，貴公司收到戶口申請表上所有有效款項後，方會把進入密碼通知本人 / 吾等。</p>

<p><b>4. Instructions – dealings through the FHK Web Service</b></p> <p>4.1 You shall not be responsible for delays in the transmission, receipt or execution of Instructions due to either a breakdown or failure of transmission of communication facilities, or unreliable medium of communication or to any other cause or causes beyond your control or anticipation.</p> <p>4.2 I/We understand that each participating Futures exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties who disseminate such data. I/We also understand that no party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information. Neither you nor any disseminating party shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such data, information or message, or the transmission or delivery of the same, non-performance or interruption of any such data, message or information due to any negligent act of you or any disseminating party, or to any force majeure event, or any other cause beyond your control or the reasonable control of any disseminating party. I/We shall use futures quotation [available through the FHK Web Service] for my/our individual use only and shall not furnish such data to any other person or entity for any reason.</p> <p>4.3 I/We acknowledge that the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond your control. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. I/We further acknowledge and agree that there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. I/We acknowledge and agree that Instruction may not be cancelled after it has been given.</p>	<p><b>4. 指令 - 經富士網上服務買賣</b></p> <p>4.1 如因故障、通訊設施傳送失敗、或通訊媒體不可靠或並非貴公司所能控制或預期的一或多項原因，以致在傳送、收取或執行指令上有所延誤，貴公司毋須承擔責任。</p> <p>4.2 本人 / 吾等瞭解，向傳播市場資料的各方提供市場資料的每一參與期貨交易所或組織，對其提供的全部資料申張財產權益。本人 / 吾等亦瞭解，任何傳播方概不保證市場資料或任何其他市場信息的時效、序列、準確或完整性。任何損失或損害，若因下列原因或由其產生，貴公司或任何傳播方概毋須承擔任何責任：任何該等資料、資訊或信息不準確、錯誤、延誤或遺漏；或該等資料、資訊或信息傳送或交付時的任何不準確、錯誤、延誤或遺漏；或任何該等資料、資訊或信息因貴公司或任何傳播方的疏忽行為以致無法履行或提供；或任何不可抗力事件；或任何其他非貴公司所能控制或任何傳播方所能合理控制的其他原因。本人 / 吾等只會把期貨報價(透過富士網上服務)用於自身用途，不會因任何原因向任何其他人士或實體提供該等資料。</p> <p>4.3 本人 / 吾等承認，因無法預料的通訊擠塞及其他原因，互聯網是存有內在不可靠性的通訊媒體，而該不可靠性非貴公司所能控制。本人 / 吾等承認，因該不可靠性，在傳送及接收指令及其他資料時可能有延誤，以致執行指令的延誤及／或執行指令的價格與發出指令時的價格不同。本人 / 吾等進一步承認及同意，任何通訊均有誤解或錯誤的風險，而該等風險需絕對由本人 / 吾等承擔。本人 / 吾等承認及同意，指令一經發出，通常不可取消。</p>
<p><b>5. Instructions Outside Hong Kong</b></p> <p>If I/we give any Instruction to you outside Hong Kong, I/we agree to ensure and represent that such Instruction I/we agree to ensure and represent that such Instruction will have been given in compliance with any applicable law of the relevant jurisdiction from which my Instruction is given, and I/we further agree that I/we shall, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction. I/We accept that there may be taxes or charges payable to relevant authorities in respect to any Instruction given outside Hong Kong, and I/we agree to pay such taxes or charges as applicable.</p>	<p><b>5. 境外指令</b></p> <p>若本人 / 吾等在香港以外地方向貴公司發出指令，本人 / 吾等同意確保及聲明，該等指令嚴格遵守該等指令發出時所在相關司法管轄區的任何適用法律。本人 / 吾等進一步同意，本人 / 吾等有疑問時，會諮詢相關司法管轄區的法律顧問。本人 / 吾等接受在香港以外地區發出的指令，可能需向相關當局支付稅費，本人 / 吾等同意支付該等適用稅費。本人 / 吾等同意，按要求彌償貴公司因本人 / 吾等在香港以外地區發出指令而發生的任何損害、損失、費用、法律程序、要求或申索。</p>

**6. RISK DISCLOSURE STATEMENT**

**Risk of Electronic Trading.** Access to the Internet or other electronic devices may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons. Transactions conducted through the Internet or other electronic devices may be subject to interruption, transmission blackout, and delayed transmission due to unpredictable traffic congestion and other reasons beyond your control. Internet is, due to technical limitation, an inherently unreliable medium of communication. As a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing prices at the time the Instructions were given. Moreover, communications and personal data may be accessed by unauthorized third parties; and there are risks of misunderstanding or errors in any communication and that such risks shall be absolutely borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.

**Acknowledgement**

I/We, the undersigned, hereby acknowledge that I/we have read, is/are aware of and understand the contents of the **INTERNET FUTURES TRADING AGREEMENT** (Supplementary to the Client's Account Agreement) and accept its terms and conditions thereof.

\_\_\_\_\_ X  
Client's Signature:

\_\_\_\_\_  
Client's Name:

Date: \_\_\_\_\_

**6. 風險披露聲明**

**電子交易風險** 在交易高峰，市場波動，系統升級及維護或其他時間，互聯網或其他電子設施的進入可能會受到限制甚至無法進入。通過互聯網或其他電子設施進行的交易可能會因不可預測的流量堵塞和其他貴公司無法控制的原因而受到干擾，傳輸中斷，以及傳輸延誤。由於技術上的制約，互聯網是一種不完全可靠的通訊媒介。由於這種不可靠性原因，交易指令及其他資訊的傳輸和接收可能有延誤，而這會導致交易指令在執行上的延誤，或者交易執行的價格已不同於指令發出時的市場價格。而且，通信和個人資料可能會被未經授權的第三方取得，且在通信上會存在誤解或錯誤的風險，而這些風險將完全由本人 / 吾等承擔。本人 / 吾等確認並同意，交易指令一旦發出通常將不可能取消。

**簽署頁**

本人 / 吾等，為下述簽署人，茲承認本人 / 吾等已閱讀、知悉、及明白**互聯網期貨買賣協議**(附加於客戶協議合約)的內容並接受其條款及條件。

\_\_\_\_\_ X  
客戶簽署：

\_\_\_\_\_  
客戶姓名：

日期： \_\_\_\_\_

**EXECUTION PAGE**

Client's Name: \_\_\_\_\_

Client's Signature: \_\_\_\_\_ X

in the presence of:  
[witness name, address and occupation]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by Witness: \_\_\_\_\_ X

**SIGNED BY**  
For and on behalf of  
Fuji Hong Kong Commodities Company Limited

\_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ X

in the presence of:  
[witness name, address and occupation]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed by Witness: \_\_\_\_\_ X

**簽署頁**

客戶姓名： \_\_\_\_\_

客戶簽署： \_\_\_\_\_ X

見證人：[姓名、地址、職業]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

見證人簽署： \_\_\_\_\_ X

由  
富士香港商品有限公司  
確認及接受

\_\_\_\_\_  
授權簽署： \_\_\_\_\_ X

見證人：[姓名、地址、職業]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

見證人簽署： \_\_\_\_\_ X

個人或聯名客戶開戶資料  
**INDIVIDUAL / JOINT ACCOUNT OPENING INFORMATION**

**客戶資料 Client Particulars**

1. 戶口號碼  
Account No. : \_\_\_\_\_
2. 戶口名稱 (英文)  
Account Name (English) : \_\_\_\_\_  
(中文)  
(Chinese) : \_\_\_\_\_
3. 出生日期 身份證、護照或通行證號碼  
Date of Birth : \_\_\_\_\_ HK I.D. Card / Passport No. : \_\_\_\_\_
4. 婚姻狀況 單身 已婚 其他 配偶姓名  
Marital Status:  Single  Married  Other Name of Spouse : \_\_\_\_\_
5. 住址  
Home Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. 住屋業權 擁有 租住 按揭 其它  
Ownership:  Owned  Rented  Mortgaged  Other : \_\_\_\_\_
7. 公司名稱及/或僱主名稱  
Business Name and/or Name of Employer: \_\_\_\_\_
8. 職業或業務性質  
Occupation or Nature of Business: \_\_\_\_\_
9. 辦公室地址  
Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. 電話號碼 (住址) 電話號碼 (公司)  
Telephone No. (Home): \_\_\_\_\_ Telephone No. (Office): \_\_\_\_\_  
電郵地址 手提電話號碼  
E-mail Address: \_\_\_\_\_ Mobile Phone No.: \_\_\_\_\_  
傳真號碼  
Fax No.: \_\_\_\_\_
11. 郵寄地址 住宅 公司 其它(請註明)  
Correspondence Address:  Home  Office  Others (Please specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(所有戶口結單及其他印刷品將只會寄往郵寄地址，郵政信箱恕不接受。)

(All statements and other printing matters will ONLY be sent to the correspondence address, P.O. Boxes are not acceptable.)

12. 客戶是否戶口之最終受益人  
Is client the ultimate beneficial owner(s) of this account :  是 Yes  否 No  
若否，請註明最終受益人之姓名  
If no, please specify the ultimate beneficial owner's name : \_\_\_\_\_  
香港身份證或護照號碼 職業  
HK I.D. Card / Passport No. : \_\_\_\_\_ Occupation : \_\_\_\_\_  
地址  
Address: \_\_\_\_\_
13. 客戶是否證券及期貨監察委員會註冊公司的僱員？  
Is the client an employee of a company registered with the Securities and Futures Commission?  
 是 Yes  否 No，公司名稱， company name : \_\_\_\_\_
14. 客戶是否於富士香港商品有限公司（「本公司」）有其他及/或有關連戶口？  
Has the Client maintained any other account(s) and/or related account(s) with Fuji Hong Kong Commodities Co. Limited .("FHK")?

- (有關連戶口之定義為: 1. 客戶配偶之戶口;  
2. 客戶及/或其配偶擁有35%或以上投票權之公司戶口。)

(Related account means an account: 1. maintained by the spouse of the client;  
2. of whom the client and/or his spouse controls 35% or more of the voting rights.)

是 Yes  否 No, 若是, 請填寫詳情 If yes, please fill in the following:

戶口名稱

Account Name : \_\_\_\_\_

類別 號碼 關係  
Type : \_\_\_\_\_ No. : \_\_\_\_\_ Relationship : \_\_\_\_\_

戶口名稱

Account Name : \_\_\_\_\_

類別 號碼 關係  
Type : \_\_\_\_\_ No. : \_\_\_\_\_ Relationship : \_\_\_\_\_

15. 客戶是否與富士香港商品任何僱員有親屬關係?

Is the Client related to any employee of FHK?

是 Yes  否 No, 有關僱員姓名及關係  
such employee's name & relationship: \_\_\_\_\_

16. 投資經驗 (年數)

Investment Experience (No. of Years) : \_\_\_\_\_

17. 投資目的 (請  ) Investment Objective(s) (please tick) :

短線 中線 長線  
 Short Term  Medium Term  Long Term

18. 承受風險 (請  ) Risk Tolerance (please tick) :

低風險 中等風險 高風險  
 Low  Medium  High

19. 財務資料 Financial Information:

全年總收入 (港幣) (請  ) Total Annual Income (HKD) (please Tick):

Below \$400,000以下  \$400,000-\$999,999  \$1,000,000-\$2,999,999

淨資產 (港幣) (請  ) Net Worth (HKD) (please Tick) :

Below \$400,000以下  \$400,000-\$999,999  \$1,000,000-\$2,999,999或以上

20. 銀行參考 Bank Reference:

銀行名稱 帳戶號碼  
Bank Name: \_\_\_\_\_ Account No. : \_\_\_\_\_

請填寫所有空格及當不適用時填上N/A。

Please complete in all space and insert N/A if inapplicable.

任何刪除或修改必須由全部客戶簽署作實。

Any deletion or amendment must initialed by all account holders.

本人 / 吾等確認本人 / 吾等年滿十八歲, 以上資料屬真實、完整及準確。除非貴公司接到更改有關資料的書面通知, 貴公司有權在任何用途上完全依賴這些資料。

I/We hereby declare that I am/we are above 18 years of age and that the above information is true, complete and accurate. The Company is entitled to rely on such information for all purposes, unless the Company receives notice in writing of any changes.

\_\_\_\_\_ X  
Client Signature(s):

客戶簽署

\_\_\_\_\_

Date :

日期

公司客戶開戶資料  
CORPORATE ACCOUNT OPENING INFORMATION

**公司資料 Company Particulars**

1. 戶口號碼  
Account No. : \_\_\_\_\_
2. 戶口名稱 (英文 )  
Account Name (English): \_\_\_\_\_  
(中文)  
(Chinese): \_\_\_\_\_
3. 交易名稱 (如與上述不同)  
Trading Name (if different): \_\_\_\_\_
4. 公司性質 (即私人, 公眾有限公司等)  
Nature of Entity (i.e. private or public limited company etc.): \_\_\_\_\_
5. 公司註冊或創辦之國家  
Country of Incorporation/Establishment: \_\_\_\_\_
6. 註冊證書號碼  
Certificate of Incorporation No.: \_\_\_\_\_
7. 香港商業登記證號碼  
Business Registration No. in Hong Kong: \_\_\_\_\_
8. 註冊辦事處地址  
Registered Address: \_\_\_\_\_
9. 香港辦事處地址 (如與註冊辦事處地址不同)  
Business Address in Hong Kong (if different with registered address): \_\_\_\_\_

- |                          |                         |                               |
|--------------------------|-------------------------|-------------------------------|
| 電話號碼<br>Tel. No. : _____ | 傳真號碼<br>Fax No. : _____ | 電子郵件地址<br>E-mail Add. : _____ |
|--------------------------|-------------------------|-------------------------------|
10. 郵寄地址: \_\_\_\_\_  
Correspondence Address:  Registered Address  Business Address in HK  Others  
(please specify) : \_\_\_\_\_

( 所有戶口結單及其他印刷品將只會寄往郵寄地址, 郵政信箱恕不接受。 )  
(All statements and other printing matters will ONLY be sent to the correspondence address, P.O. Boxes are not acceptable.)

11. 業務性質  
Nature of Business: \_\_\_\_\_
12. 董事姓名  
Name of Directors: \_\_\_\_\_
- 香港身份證或護照號碼  
HKID Card/Passport No  
\_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

13. 現任股東是否客戶股本之最終受益人  
Are the existing shareholders the ultimate beneficial owners of the share capital of the client?  
 是 Yes  否 No  
若否, 客戶股本之最終受益人包括通過代理人或信託人而持有利益之受益人  
If no, the individual(s) who is/are the ultimate beneficial owner(s) of the share capital of the Client including a beneficiary holding an interest through a nominee or trust:-  
姓名  
Name: \_\_\_\_\_  
香港身份證或護照號碼  
HKID Card/Passport No: \_\_\_\_\_

14. 客戶是否於富士香港商品有限公司(「本公司」) 有其他及 / 或有關連戶口?  
 Has the Client maintained any other account(s) and/or related account(s) with Fuji Hong Kong Commodities Co. Limited ("FHK")?  
 (有關連戶口之定義為: 1.客戶擁有35%或以上投票權之公司戶口;  
 2.客戶及該戶口受控於同一集團之下。)  
 (Related account means an account: 1. of whom the client controls 35% or more of the voting rights  
 2. together with the client under the control of the same group)
- 是 Yes  否 No, 若是, 請填寫詳情 If yes, please fill in the following:
- 戶口名稱  
 Account Name : \_\_\_\_\_
- 類別 號碼 關係  
 Type : \_\_\_\_\_ No. : \_\_\_\_\_ Relationship : \_\_\_\_\_
- 戶口名稱  
 Account Name : \_\_\_\_\_
- 類別 號碼 關係  
 Type : \_\_\_\_\_ No. : \_\_\_\_\_ Relationship : \_\_\_\_\_
15. 授權人仕  
 (A) 以下任何一位人仕均獲客戶授權代表客戶在(1)本公司所開立之戶口之運作上及(2)買、賣、持有及其他交易上給予口頭及書面之交易指示  
 Any one of the following individuals is authorized to give oral and written instructions on behalf of the client (i) in relation to the operation of the account maintained by the Client with FHK and (ii) to effect purchases, sales, holdings and other dealing transactions :
- 姓名  
 Name \_\_\_\_\_
- 身份證護照號碼  
 HKID/Passport \_\_\_\_\_
- 聯絡電話及地址  
 Contact Tel No.&: \_\_\_\_\_
- 地址  
 Address \_\_\_\_\_
- 職業  
 Occupation \_\_\_\_\_
- 簽名  
 Signature \_\_\_\_\_
- (B) 以下任何一位人仕均獲客戶授權代表客戶交收  
 Any one of the following individuals is authorized for settlement purpose on behalf of the Client:-
- 姓名  
 Name \_\_\_\_\_
- 身份證護照號碼  
 HKID/Passport \_\_\_\_\_
- 聯絡電話及地址  
 Contact Tel No.&: \_\_\_\_\_
- 地址  
 Address \_\_\_\_\_
- 職業  
 Occupation \_\_\_\_\_
- 簽名  
 Signature \_\_\_\_\_
16. 客戶是否證券及期貨事務監察委員會註冊持牌法團?  
 Is the Client a registered licensed corporation with the Securities and Futures Commission?  
 是 Yes  否 No
17. 任何董事或授權人仕是否證券及期貨事務監察委員會註冊公司之僱員、代表或顧問?  
 Is any director or authorized person an employee, representative or consultant of a company registered with the Securities and Futures Commission?  
 是 Yes  否 No, 請在下列註明 Yes, please specify below  
 董事或授權人仕姓名  
 Name of Director or Authorized Persons: \_\_\_\_\_  
 註冊公司之名稱  
 Name of the Registered Company: \_\_\_\_\_

18. 任何董事或授權人仕是否與富士香港商品有限公司任何僱員有親屬關係？  
Does any director or authorized person have any relationship with any employee of Fuji Hong Kong Commodities Company Limited?

是 Yes  否 No，有關董事或授權人仕姓名 Yes, related director or authorized person's name:  
有關僱員姓名 關係

Related employee's name: \_\_\_\_\_ Relationship: \_\_\_\_\_

19. 投資經驗（年數）

Investment Experience (No. of Years) : \_\_\_\_\_

20. 投資目的（請 ） Investment Objective(s) (please tick) :

短線 中線 長線  
 Short Term  Medium Term  Long Term

21. 承受風險（請 ） Risk Tolerance (please tick) :

低風險 中等風險 高風險  
 Low  Medium  High

**財務資料 Financial Information :**

22. 法定資本

Authorized Capital: \_\_\_\_\_

已付資本

Paid-up Capital: \_\_\_\_\_

純利潤（港幣）（請 ）

Total Annual Income (HKD) (please Tick) :

Below \$400,000 以下  \$400,000-\$999,999  \$1,000,000-\$2,999,999  
 \$3,000,000-\$5,999,999  \$6,000,000-\$9,999,999  \$10,000,000 or above或以上

淨資產（港幣）（請 ） Net Worth (HKD) (please Tick) :

Below \$400,000 以下  \$400,000-\$999,999  \$1,000,000-\$2,999,999  
 \$3,000,000-\$5,999,999  \$6,000,000-\$9,999,999  \$10,000,000 or above或以上

23. 銀行參考

Bank Reference :

銀行名稱

Bank Name : \_\_\_\_\_

帳戶號碼

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

請填寫所有空格及當不適用時填上N/A。

Please complete in all space and insert N/A if inapplicable.

任何刪除或修改必須由全部客戶簽署作實。

Any deletion or amendment must initialed by all account holders.

本人 / 吾等確認以上資料屬真實、完整及準確。除非貴公司接到更改有關資料的書面通知，貴公司有權在任何用途上完全依賴這些資料。

I/We hereby declare that that the above information is true, complete and accurate. The Company is entitled to rely on such information for all purposes, unless the Company receives notice in writing of any changes.

\_\_\_\_\_  
Client's Authorized Signature(s) (with company Chop)  
授權人簽署及公司印章

\_\_\_\_\_  
Date:

日期