

# **中信証券期貨（香港）有限公司**

## **CITIC Securities Futures (HK) Limited**

Terms and Conditions for Futures and Options Trading

# TERMS AND CONDITIONS FOR FUTURES AND OPTIONS TRADING

## To: CITIC Securities Futures (HK) Limited

26th Floor, CITIC Tower  
1 Tim Mei Avenue  
Central  
Hong Kong

Licensed Corporation under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) licensed to conduct Type 2 (dealing in futures contracts) regulated activity

CE Number: AHR752

Participant of The Hong Kong Futures Exchange Limited (Futures Commission Merchant)

I/We (the "Customer") hereby agree that the following terms and conditions ("Terms and Conditions") will apply to all transactions in relation to Futures and Options and related services which CITIC Securities Futures (HK) Limited ("CSFHK") or "us", "we" may in its/our absolute discretion provide to the Customer/you from time to time.

The Terms and Conditions (as well as any addenda) as amended and/or supplemented from time to time, and the Customer Information Statement completed by or on behalf of the Customer as well as any confirmations, contract notes, term sheets and subscription documents (or documents of a similar nature) issued in respect of transactions (together the "Agreement"), constitute a legally binding contract and take effect when the Customer gives the Instructions or signifies its acceptance by placing an order with us. CSFHK may, at its absolute discretion, amend all or part of its Terms and Conditions from time to time. The updated version will be made available on CSFHK's website at [www.citics.com.hk](http://www.citics.com.hk).

### 1. Definitions and Interpretation

In these Terms and Conditions, save where the context otherwise requires, the following words and expressions shall have the following meanings:

"Account" means the account or accounts (whether designated by name, number or otherwise) opened and maintained by the Customer with CSFHK from time to time for use in connection with its trading, dealing in or other disposal of Commodities, Futures Contracts and/or Option Contracts;

"Account Information" means any information relating to the account including without limitation the account number, account balance or value, gross receipts, withdrawals and payments from the account.

"Affiliate" in relation to a specific party means, any legal entity at any time directly or indirectly controlling, controlled by or under common control with such specific party;

"Applicable Laws and Regulations" means: (i) any applicable local or foreign laws, constitutions, ordinances (such as the Ordinance), regulations, demands, guidance, codes and codes of practice (such as the SFC Code of Conduct), guidelines, rules, by-laws, customs and practices, usages, rulings, interpretations, standards, levies and/or administrative regulations of the relevant markets, governmental or regulatory authorities, exchanges, clearing houses and/or similar bodies (including those relating to intergovernmental agreements between the governments or regulatory authorities of two or more jurisdictions); and (ii) any agreements between CSFHK (or any other CSI Group Company) and any government or taxation authority in any jurisdiction (including but not limited to any agreements entered into by any CSI Group Company pursuant to FATCA).

"Authorized Persons" means those persons who have been designated by or duly authorized by the Customer pursuant to necessary corporate or other action (which shall be evidenced by appropriate documentation delivered and acceptable to CSFHK) to act on behalf of the Customer in connection with the Agreement. Such person(s) shall continue to be Authorized Person(s) until such time as CSFHK has received from the Customer appropriate documents revoking the authority of such person(s). In the case of a Customer being an individual, the Authorized Persons shall include the Customer himself unless the Customer has notified CSFHK otherwise. "Authorized Person" means any one of the Authorized Persons;

"Cash Margin" means any and all cash, monies and amounts deposited by the Customer with CSFHK as Margin at any time and from time to time (including any interest accruing thereon);

"Charge" means the security over Cash Margin created by Clause 7;

"clearing house" means, in respect of a Futures or Option, the clearing house (whether in or outside Hong Kong) which provides clearing and/or settlement services in relation to that Futures or Option;

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

"Client Money Standing Authority" means the client money standing authority granted by the Customer to CSFHK in the terms set out in Clause 16 as amended or supplemented from time to time;

"closed out contract" means either:

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

(b) a Futures Contract or Option Contract deemed to be a closed out contract pursuant to the rules of the relevant clearing house;

and "closing out", "close out" or "closed out" shall be construed accordingly.

"CNCBI" means China CITIC Bank International Limited;

"Commodity" means any currency, securities, exchange rates, interest rates, indices (whether stock indices or otherwise), physical assets (including metals, precious metals, minerals, agricultural products, oil, energy and land) and/or property;

"Compensation Fund" means the investor compensation fund established pursuant to the Ordinance;

"CSI" means CITIC Securities International Company Limited;

"CSI Group Companies" means any affiliated entities of CSFHK deemed under FATCA; and CSI Group Company means any one of them.

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

"Customer Information Statement" means the Customer Information Statement in such form as may be prescribed by CSFHK from time to time which contains such information about the Customer as CSFHK may require for the purposes of this Agreement;

"Data" means all kinds of personal information which relates to identified or identifiable natural persons that are electronically or otherwise recorded, and from which it is practicable for the identity of the individual to be directly or indirectly ascertained. It does not include information that has been anonymized;

"Data Protection Laws" means all applicable laws, regulations, guidance, code of practices, judgements of relevant court of law which relates to the collection, use, disclosure and security of Data including but not limited to the PDPO, as amended or updated from time to time.

"Electronic Instruction" has the meaning ascribed to it in Clause 18.2 hereof;

"Event of Default" has the meaning ascribed to it in Clause 19.1 hereof;

"exchange" means, in respect of a Futures or Option, the exchange (whether in or outside Hong Kong) on which that Futures or Option is traded;

"FATCA" means Section 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended, modified and/or supplemented from time to time, and any associated similar or analogous legislation, treaty, intergovernmental agreement, regulation, instruction, or other official guidance of any Authority in any jurisdiction whether within or outside of Hong Kong;

"Futures Contract" means a contract pursuant to which:

(a) one party agrees to deliver to the other party at an agreed future time an agreed Commodity or agreed quantity of an agreed Commodity at an agreed price; or

(b) 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 that 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 that contract is made;

and in each case whether or not the relevant Commodity is deliverable, and "Futures" shall be construed accordingly.

"HKFE" means the Hong Kong Futures Exchange Limited;

"HKFE Contract" means a contract for a Commodity approved by SFC and HKFE for trading on any one of the

markets from time to time established and operated by HKFE which may result in a Futures Contract and/or an Option Contract;

"HKFE Rules" means the rules, regulations and procedures of HKFE as amended, supplemented and/or modified from time to time;

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

"Identity Information" has the meaning ascribed to it in Clause 3.3 hereof;

"Instruction" means a written, oral or electronic communication which CSFHK believes in good faith to have been given by the Customer or any Authorized Person for the sale, purchase, closing out or any other disposal of any Futures Contract or Option Contract or any matter in connection therewith and shall, for the avoidance of doubt, include Electronic Instructions;

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

"Margin" means such cash, securities, guarantees and/or other collateral acceptable by CSFHK in such amount, for such value and in such form as may be determined and required by CSFHK to be placed with CSFHK as security for the performance by the Customer of any Futures Contract or Option Contract and/or of any obligation of the Customer arising from or in connection with the Agreement;

"Monies" has the meaning ascribed to it in Clause 16.1 hereof;

"Omnibus Account" means an account opened with CSFHK by the Customer in respect of which CSFHK is notified that the account is to be operated for a customer, or a number of customers, of the Customer and not for the Customer himself;

"Option Contract" means a contract pursuant to which one party agrees to grant to the other party a right (but not an obligation) exercisable on or before an agreed future date or (as the case may be) on an agreed future date at the option of the party holding such right to acquire or (as the case may be) to dispose of an agreed Commodity or an agreed quantity of an agreed Commodity at an agreed price, in each case whether or not the relevant Commodity is deliverable, and "Option" shall be construed accordingly;

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

"PDPO" means the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong, and any subsidiary legislation made thereunder, as revised, amended or substituted from time to time;

"Privacy Policy Statement" means the data protection policies, circulars in relation to the personal data or privacy protection and/or notices of CSFHK relating to personal data and "Privacy Policy Statement" published on the company website of CSFHK, as amended and/or supplemented from time to time.

"Relevant Persons" has the meaning ascribed to it in Clause 3.2 hereof;

"Services" has the meaning ascribed to it in Clause 18.1 hereof;

"Settlement Account" means the bank account of the Customer designated as the settlement account in the Customer Information Statement or such other bank account of the Customer as the Customer may notify CSFHK in writing from time to time;

"SFC" means the Securities and Futures Commission of Hong Kong;

"SFC Code of Conduct" means the Code of Conduct for Persons Licensed by or Registered with the SFC as amended, supplemented and/or modified from time to time;

"Supplier" has the meaning ascribed to it in Clause 18.2 hereof;

"System" has the meaning ascribed to it in Clause 18.2 hereof;

"Third-Party Supplied Part" has the meaning ascribed to it in Clause 18.2 hereof;

"Ultimate Beneficiary" has the meaning ascribed to it in Clause 3.3 hereof; and

"Variation Adjustments" means the amount payable to CSFHK by the Customer, calculated on a daily basis and on the basis of the closing market price at the end of each day in respect of each open Futures Contract and/or Option Contract in the Account.

Words importing the singular include the plural and vice versa and words importing a gender include all genders. Words denoting a person include an individual, a firm, a sole proprietorship, a partnership and a corporation.

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

References to Clauses are to be construed as references to clauses in these Terms and Conditions as from time to time amended and as in force for the time being.

Headings in these Terms and Conditions are inserted for reference only and shall not affect the meaning or interpretation of the provisions of these Terms and Conditions.

### 2. Account

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

For Customers who are individuals, before opening an account, the Customer shall make an objective assessment of its risk-taking level from a financial and psychological perspective.

CSFHK may accept the Customer's application for the opening of the Account without requiring the Customer to attend CSFHK's office in person if the Customer has sent to CSFHK a signed physical copy of the Agreement, such of the Customer's identification document as may be required by CSFHK, and a cheque in favour of CSFHK for such amount as may be required by CSFHK, drawn on the Customer's account with a licensed bank in Hong Kong and bearing the Customer's name as shown in the identification document with the signature thereon being the same as that appearing on the Customer Information Statement. Notwithstanding this Clause 2.3, CSFHK may require the Customer to attend its office to verify his identity before opening the Account. However, if CSFHK does not require the Customer to attend its office, the Account will only be activated after the Customer's cheque has been cleared.

### 3. Customer Identity and Information

Customers shall use authentic and legal identities to open an account.

CSFHK, its Affiliates and their respective directors, shareholders, officers, employees, representatives or agents (collectively "Relevant Persons") are authorised to conduct or cause to be conducted any checks and enquiries regarding the Customer, its clients and/or all matters in relation or incidental to the Agreement (including but not limited to ascertaining or verifying the Customer's financial situation and investment objectives, credit investigations, due diligence enquiries and/or checks and/or enquiries in relation to any legal and/or regulatory investigations) and for these purposes to approach any relevant parties, including the Customer's bankers. Subject to Clause 2.6 of the Terms and Conditions and the Customer's rights under the PDPO, CSFHK, its Affiliates and the Relevant Persons are authorized to disclose any such information obtained to:

(a) any exchange, market, clearing house, government agency or regulatory authority, securities or futures commission, or other bodies, persons or institutions, whether as required by law, court orders or regulations applicable to CSFHK and its Affiliates including HKFE and/or the SFC (collectively, the "Regulators") for any purpose relating to the Agreement or in order to assist such Regulator with any investigation, enquiry or examination which it is undertaking;

(b) any of its branches or any Affiliates or the Relevant Persons;

(c) any professional advisors of CSFHK and its Affiliates; and

(d) any third party service providers, brokers, agents, custodians, depositories or similar bodies in connection with carrying out Instructions or fulfillment of CSFHK's obligations to the Customer under the Agreement.

In the Agreement,

(a) the expression "Ultimate Beneficiary", in relation to any transaction effected or to be effected by CSFHK for the Customer pursuant to the Agreement, means each and every person who (i) is the principal for whom the Customer is acting as agent in relation to such transaction or (ii) stands to gain the commercial or economic benefit of such transaction and/or to bear its commercial or economic risk or (iii) is ultimately responsible for originating the instruction in relation to such transaction and

(b) the expression "Identity Information", in relation to any person, means the true and full identity of such person, including such person's alias(es), address(es), occupation(s) and contact details.

Without prejudice to the generality of Clause 3.2, the Customer agrees that, where CSFHK, its Affiliates and/or the Relevant Persons have received a request or enquiry from the Regulators, including in relation to a transactions relating to the Agreement, the following provisions shall apply:

(a) The Customer shall, immediately upon the request of CSFHK provide CSFHK, the relevant Affiliate(s) and/or the Regulators with the requested information, which might include the Identity Information, any Account Information, financial and other information of (i) the Customer; (ii) the clients of the Customer for whose Account the transaction was effected (whether on a discretionary or non-discretionary basis) and (iii) the Ultimate Beneficiary(ies) in the transaction or, if different from the Ultimate Beneficiary(ies) and so far as known to the Customer, of the party who originated the instructions for the transaction);

(b) Where the Customer is effecting the transaction for a collective investment scheme, discretionary account or discretionary trust, the Customer shall immediately upon the request of CSFHK provide CSFHK, its Affiliates and/or the Regulators with the Identity Information of the collective investment scheme, discretionary account or discretionary trust, and those of the person(s) who ultimately originate the instruction in relation to the

- transaction on behalf of the collective investment scheme, discretionary account or discretionary trust;
- (c) Where the Customer is effecting the transaction for a collective investment scheme, discretionary account or discretionary trust, the Customer shall as soon as practicable inform CSFHK when its discretion to invest on behalf of the scheme, account or trust has been overridden. He shall also immediately upon the request of CSFHK, provide CSFHK, its Affiliates and/or the Regulators with the Identity Information of the person(s) who ultimately originated the instruction in relation to the transaction or, as applicable, given any instructions resulting in such instructions being given;
- (d) If the Customer is aware that his client is acting as an intermediary for underlying client(s), and in the event that the Customer does not know the Identity Information of the underlying client(s) for whom the transaction was effected, he confirms that: (i) he has arrangements in place with his clients which entitle the Customer to obtain the information set out in Clauses 3.4(a), (b) and (c) from his clients immediately upon request or procure that it be so obtained; and (ii) he will, upon request from CSFHK in relation to a transaction, promptly request such information from his clients on whose instructions the transaction was effected, and provide the information to CSFHK, its Affiliates, the Relevant Persons and/or the Regulators as soon as received from his clients or procure that it be so provided; and
- (e) If the Customer is based in a jurisdiction with client secrecy laws, he consents to the disclosure of information in accordance with this Clause 3. In circumstances where he acts for the account of clients and such secrecy laws prohibit disclosure, the Customer will procure the consent of the Ultimate Beneficiary(ies) of the transaction to the disclosure of any information in accordance with this Clause 3. In addition, the Customer agrees to waive, as a client to CSFHK, the protections afforded by any applicable client secrecy laws, or as a counterparty or intermediary, he agrees to procure the written waiver of the relevant Ultimate Beneficiary(ies) to such protections.
- 3.5 In addition, the Customer undertakes to supply to CSFHK on demand at any time and from time to time such Identity Information, Account Information, financial and any other information in relation to the Customer or its clients (including the Identity Information of any Ultimate Beneficiary in respect of the Account and/or any transaction effected under the Account) as CSFHK may request. Each of the Customer and CSFHK undertakes to notify the other in the event of any material change to the information provided in or in connection with the Agreement.
- 3.6 The Customer's obligations under this Clause 3 shall survive notwithstanding completion of any transaction or termination of the Agreement.
- 3.7 CSFHK is required by the SFC to refuse to effect transactions on behalf of the Customer if the Customer fails to comply with its obligations under this Clause 3. Further, if CSFHK fails to comply with the disclosure requirements under Rule 606(a) or 613(a) of the HKFE Rules with respect to any transaction relating to the Customer, the Chief Executive of HKFE may require CSFHK to close out any or all the open positions held by CSFHK on behalf of the Customer (or require the clearing house to effect such closing out) or impose a margin surcharge on any or all the positions held by CSFHK on behalf of the Customer.
- #### 4. Instructions and Services
- 4.1 CSFHK is hereby authorized to buy, sell, close out and/or otherwise dispose of Futures and Options for the Account in accordance with and in reliance on the Instructions, but CSFHK shall be entitled, at its sole and absolute discretion to refuse to accept any Instruction and shall not be obliged to give reasons for such refusal and shall not be liable to the Customer for any Loss arising out of or in connection with its not accepting or acting on any Instructions or omitting to notify the Customer of such refusal. Without prejudice to the generality of the foregoing, CSFHK may refuse to so act:
- (a) if any Instructions are unclear or if CSFHK receives conflicting Instructions, or if CSFHK believes, in good faith, that Instructions are fraudulent, forged or unauthorised or that acting on any Instructions may be in breach of any Applicable Laws and Regulations to the Customer, the Authorised Person and/or CSFHK or
- (b) unless it is satisfied that the Customer has provided CSFHK with sufficient immediately available funds or Commodity to settle the relevant transaction. The relevant funds or Commodity will not be regarded as immediately available until CSFHK has actually received them free from any conditions or encumbrances. The Customer irrevocably authorises CSFHK and its licensed representatives to execute or otherwise give effect to each Instruction for the settlement of the Account or of a Futures or Option transaction executed on behalf of the Customer pursuant to the Agreement, including the deposit or transfer of amounts of the net proceeds to the Settlement Account or other bank account(s) designated by the Customer or arranging for the cheque(s) for the net proceeds drawn in favour of the Customer for personal collection by or delivery to the address specified by the Customer, at the Customer's risk.
- 4.2 Where the Customer and/or the Authorised Person consists of more than one person, Instructions from any one of such persons may be accepted and acted on by CSFHK.
- 4.3 Notwithstanding the terms of the mandate or other agreement between the Customer and CSFHK governing the operation of the Account, CSFHK is authorized, but is not obliged, to accept and act upon Instructions given through telephone or electronic or other means in connection with any Futures and Options transaction or for transfer of funds to or from the Account or for any other purpose in connection with the Agreement. Any Instruction in connection with the Account or the Agreement shall be deemed to be proper, valid and binding Instructions from the Customer if given by any person quoting or imputing the account number of the Account or the personal identification number ("PIN") assigned by CSFHK to the Customer, and producing such other information (including any digital certificate or digital signature) as may be required by CSFHK.
- 4.4 CSFHK may treat all Instructions given as fully authorised and binding on the Customer regardless of the circumstances prevailing at the time of the Instructions being given or the nature or amount of the transaction and not withstanding any error, misunderstanding, lack of clarity, error in transmission, fraud, forgery or lack of authority in the terms of such Instructions except in the case of gross negligence, wilful misconduct or fraud on the part of CSFHK and finally and judicially determined by a competent court in Hong Kong. The Customer agrees that it is under an express duty to the CSFHK to prevent any fraudulent, forged, erroneous or unauthorized Instructions being given. CSFHK shall be under no duty to inquire into the authenticity of any Instructions or the identity, authority or good faith of the person giving or purporting to give any Instructions.
- 4.5 The Customer hereby unconditionally and irrevocably agree to fully indemnify CSFHK, its Affiliates and/or the Relevant Persons on demand, and holds CSFHK, its Affiliates and/or the Relevant Persons harmless from and against all Loss in connection with, directly or indirectly, CSFHK's agreeing to act and/or acting on Instructions hereof.
- 4.6 CSFHK will act as the execution agent of the Customer and does not warrant to the Customer the value or merit of any transaction for the sale, purchase, closing out or other disposal of Futures and Options entered into by or on behalf of the Customer. Notwithstanding the aforesaid, the Customer acknowledges and agrees that CSFHK may trade on its own account or on the account of any of its Affiliates and the directors, officers or employees of CSFHK may trade on their own account. Where CSFHK acts as principal in relation to a transaction, this will be disclosed to the Customer in the relevant contract note.
- 4.7 CSFHK may effect transactions for the Customer in such manner and through any participants of any exchange or clearing house, or brokers or agents in the relevant markets, or any other person (whether associated in any manner with CSFHK or otherwise) as CSFHK may absolutely decide. CSFHK will not be accountable to the Customer for any commission, remuneration, profit or other benefit resulting therefrom. CSFHK will not be liable to the Customer for the acts and omission of any such persons.
- 4.8 The Customer undertakes to:
- (a) keep his PIN secret and his digital certificate safe and secured;
- (b) inform CSFHK as soon as reasonably practicable if the Customer knows or suspects of any unauthorized disclosure of or access to his PIN or digital certificate or that unauthorized transactions have been effected.
- 4.9 (a) The Customer will not, and will not attempt to, access the services of CSFHK in any country or jurisdiction where the offering of the same by CSFHK or the use of the same by the Customer is not lawful or where these Terms and Conditions may not be enforceable by CSFHK against the Customer;
- (b) The Customer acknowledges and agrees that he has no proprietary interests in any of the market data, nor in the intellectual property rights that subsist in any computer software comprised in the component parts made available by CSFHK for the purpose of any services (including the electronic trading Services referred to in Clause 18 below). The Customer also undertakes that it will not, and will not attempt to, reverse engineer, decompile, disassemble, alter, damage, destroy or otherwise tamper with any software or component parts relating to any services of CSFHK;
- (c) The Customer will take reasonable precautions in using any service of CSFHK through electronic means, including but not limited to immediately exiting the browser or clearing the browser cache after signing off from accessing any service of CSFHK (including but not limited to through use of computer).
- 4.10 CSFHK may accept the digital signature of the Customer supported by a digital certificate tendered to CSFHK issued by such certification authority as may be acceptable to CSFHK. CSFHK is entitled to treat such digital signature as the manual signature of the relevant person.
- 4.11 CSFHK may presume the correctness of the information contained in a digital certificate tendered by or on behalf of the Customer if the relevant digital certificate was published in a repository.
- 4.12 CSFHK may in its absolute discretion do or refrain from doing anything that CSFHK deems necessary or desirable for the purposes of compliance with Applicable Laws and Regulations and/or to prevent or remedy a breach thereof, and CSFHK, its Affiliates and/or the Relevant Persons shall not be liable to the Customer nor its clients for any claims, losses or damages arising (directly or indirectly) out of or in connection with any such action or failure to act. Furthermore, whatever CSFHK does or refuses to do in order to comply with the Applicable Laws and Regulations will be legally binding on the Customer.
- 4.13 The Customer undertakes not to engage in any conduct that will cause CSFHK, its Affiliates and/or the Relevant Persons to be in breach of Applicable Laws and Regulations, and shall indemnify, protect and hold CSFHK, its Affiliates and/or the Relevant Persons harmless in respect of any losses, claims, damages and liabilities arising out of or connected with any breach by the Customer of its obligations under this Agreement including any costs reasonably and necessarily incurred by CSFHK, its Affiliates and/or the Relevant Persons.
- 4.14 The Customer irrevocably agrees to accept full responsibility for any transactions effected by CSFHK on behalf of the Customer and/or upon the Instructions of the Customer, and the Customer irrevocably agrees to be liable for all obligations and liabilities (including but not limited to any Loss) incurred by CSFHK, its Affiliates and/or the Relevant Persons arising out of and in connection with the aforesaid transactions in its entirety.
- 4.15 The Customer acknowledges and agrees that CSFHK may effect transactions on behalf of the Customer and/or upon the Instructions of the Customer with and/or through any participants of any exchanges, clearing houses, agencies and/or any counterparties (collectively, "Counterparties"). Regardless of whether CSFHK is treated as a client, principal, an agent, or in any other capacity for any of the transactions by the Counterparties, the Customer
- agrees that (i) CSFHK is acting as the Customer's agent at all times for any transactions effected by CSFHK on behalf of the Customer and/or upon the Customer's Instructions through the Counterparties; (ii) and the Customer is the principal of these transactions at all times unless otherwise disclosed by CSFHK to the Customer in the relevant contract note.
- 4.16 Regardless of whether CSFHK is treated as a client, a principal, an agent or in any other capacity for any of the transactions carried out by the Counterparties, the Customer agrees to fully indemnify and hold harmless each of CSFHK, its Affiliates and/or the Relevant Persons on demand against all claims, demands, actions, liabilities, proceedings and Loss (including but not limited to legal fees on a full indemnity basis) which CSFHK, its Affiliates and/or the Relevant Persons may suffer or incur directly or indirectly in connection with the execution of the Customer's Instruction, save and except for those resulting from the gross negligence, fraud or willful default (as judicially determined by a court of law) of CSFHK, its Affiliates and/or the Relevant Persons.
- 4.17 The Customer acknowledges and agrees that the signature, execution or delivery of any document or written instrument arising from or in connection with any Transactions or in respect of the Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, and/or enforceability as a manually executed signature with wet ink in hard copy, as the case may be, to the extent and as permitted in the Electronic Transactions Ordinance (Cap. 553), the laws of Hong Kong. For purposes hereof, the "electronic signatures" includes but not limited to the scanned copy of the documents with manually executed signatures transmitted via email, facsimile or other electronic transmission from the Customer or a person duly authorized by the Customer, digital certificates issued by a certificate authority, or utilization of the application published by CSFHK or its affiliates.
- #### 5. Dealing Practices
- 5.1 CSFHK, its Affiliates and/or the Relevant Persons may in its/their sole discretion determine the priority in the execution of Instructions having due regard to Applicable Laws and Regulations and fairness to all customers.
- 5.2 If CSFHK, its Affiliates and/or the Relevant Persons shall not be able to enter into such number of Futures Contracts or Option Contracts as specified in an Instruction, CSFHK, its Affiliates and/or the Relevant Persons may, without prior notice to the Customer, enter into such smaller number of Futures Contracts or Option Contracts as it/they deem(s) appropriate in the circumstances for the Customer. The Customer shall be bound by such contracts so entered into.
- 5.3 Neither CSFHK, nor its Affiliates, nor the Relevant Persons will be liable for delays or failure in the transmission of Instructions due to breakdown, collapse, malfunction or interruption of communication facilities or for any other delay or failure beyond the control of CSFHK, its Affiliates and/or the Relevant Persons.
- 5.4 By reason of physical restraints and/or rapid changes of spot and futures prices or market conditions, CSFHK, its Affiliates and/or the Relevant Persons may not always be able to execute Instructions in full or at the prices quoted at any specific time or "at best" or "at market" and the Customer agrees to be bound by such executions effected in good faith by CSFHK, its Affiliates and/or the Relevant Persons on behalf of the Customer. Neither CSFHK, nor its Affiliates, nor the Relevant Persons shall be liable for any delay or failure to execute any Instruction in full for the reasons contemplated in this Clause.
- 5.5 Request to cancel or amend an Instruction is only possible before it has been executed and is subject to acceptance by CSFHK, its Affiliates and/or the Relevant Persons (such acceptance not to be unreasonably withheld). In the case of full or partial execution of any Instruction before the request for cancellation has been accepted by CSFHK, its Affiliates and/or the Relevant Persons the Customer agrees to accept full responsibility for the transactions which are effected by CSFHK, its Affiliates and/or the Relevant Persons on behalf of the Customer in accordance with the Agreement. Instructions are, unless accepted by CSFHK for cancellation or amendment, good for the trading day on which it was received by CSFHK and shall lapse if they were not executed by the end of such trading day unless otherwise agreed by CSFHK.
- 5.6 It is the responsibility of the Customer to check with CSFHK as to whether any of his Instructions has been executed. Following execution of an Instruction, CSFHK will send a confirmation of transaction, periodic statements summarizing the transactions effected through the Account over the period covered by the relevant periodic statement, and such other receipts or records, in each case in accordance with the Applicable Laws and Regulations. However, CSFHK may not send any periodic statement if there is no transaction or revenue or expense item in the Account and/or the Account does not have any outstanding balance or holding of positions or collateral during the relevant period. Save and except for such confirmation of transaction and periodic statements, CSFHK shall not be obliged to notify the Customer separately as to whether an Instruction has been executed. The Customer agrees to receive any confirmation of transaction, periodic statement, receipt or record by post or electronic means. The Customer further agrees that it is his sole responsibility to ensure that every confirmation of transaction and periodic statement is received in due time according to the ordinary course of transmission and to immediately enquire with and obtain the same from CSFHK if not duly received. The Customer undertakes to verify the correctness of each confirmation of transaction within 24 hours and each periodic statement within 7 days from the receipt thereof and to notify CSFHK within the relevant time limit of any discrepancies, omissions or errors alleged by the Customer. If CSFHK does not receive any such notification from the Customer within the relevant time limit, CSFHK's records and the details of the confirmation of transaction or periodic statement shall, in the absence of any manifest errors, be conclusive and binding on the Customer without further proof.
- 5.7 The Customer hereby agrees that CSFHK may use voice recording procedures in connection with communications between the Customer or any of the Authorized Persons and CSFHK. Any such voice recordings shall constitute conclusive and binding evidence of the Instructions or conversations so recorded.
- 5.8 CSFHK may, without prior reference to the Customer and subject to any Applicable Laws and Regulations, combine for execution the Customer's Instructions with the orders of other customers, CSFHK's own orders, the orders of any Affiliates or any other person related to CSFHK. Where there are insufficient Futures Contracts or Option Contracts to satisfy the orders so combined, the transactions shall be allocated in accordance with Applicable Laws and Regulations, giving priority to orders of the customers of CSFHK over those of CSFHK, its Affiliates or any related persons, with due regard to the time sequence in which such orders were received by CSFHK.
- 5.9 CSFHK shall upon request provide or procure to provide to the Customer product specifications and any prospectus or other offering documents in relation to any derivative products which the Customer instructs CSFHK to purchase or sell on the Customer's behalf pursuant to the terms of the Agreement.
- 5.10 The Customer acknowledges and agrees that, subject to any Applicable Laws and Regulations, CSFHK may take the opposite position to the Customer's Instruction in relation to any transaction, whether on CSFHK's own account or for the account of any of its associated company or other clients of CSFHK, provided that such trade is executed competitively on or through the facilities of HKFE in accordance with the HKFE Rules or the facilities of any other commodity, futures or options exchange in accordance with the rules of such other exchange.
- 5.11 The Customer further acknowledges and agrees that CSFHK may (without the prior consent from the Customer) effect transactions for or on behalf of the Customer through the agency of and/or with a counterparty which is related to CSFHK whether directly or indirectly (or through or with another customer of CSFHK) even if a conflict of interest may arise. CSFHK may also (without the prior consent from the Customer) effect transactions for or on behalf of the Customer in which CSFHK or its Affiliates has a direct or indirect interest (whether the interest is material or not), including but not limited to acting as agent for another party; acting as principal in selling its own property; receiving and retaining commission from other parties on a transaction and/or from the Customer; executing a transaction with prior knowledge of other related transactions; being a holder, dealer or market maker in Futures and Options or other investments purchased or sold by the Customer, or otherwise participating in or having an interest in the underlying property of Futures and Options. CSFHK shall take all reasonable steps to ensure the Customer receives fair treatment in the event that CSFHK has any such interest or in the event of an actual or potential conflict arising.
- 5.12 Transactions in exchange traded Futures and Options shall be subject to the Applicable Laws and Regulations of the relevant markets and exchanges. In respect of Futures or Option transactions which are executed in markets other than those operated by HKFE, such transactions will be subject to the rules, regulations, practices and customs of such other markets with the result that the Customer may have a markedly different level and type of protection in relation to such transactions as compared to the level and type of protection afforded by the HKFE Rules.
- 5.13 CSFHK is not under any duty to disclose to the Customer any information which may come to the notice of CSFHK in the course of its acting in any capacity for any other person.
- #### 6. Single and Continuous Agreement
- 6.1 The Agreement shall be continuous and shall cover all accounts which the Customer may open with CSFHK from time to time with respect to the subject matter of the Agreement. Unless otherwise agreed, each Futures and Options transaction shall be governed by the Agreement and the relevant confirmation of the transaction. Each confirmation of the transaction shall be supplemental to and form part of the Agreement and shall be subject to the terms of the Agreement. At all times, the Agreement and all confirmations shall constitute the single and only agreement between CSFHK and the Customer with respect to the subject matter of the Agreement.
- #### 7. Margin and Variation Adjustments
- 7.1 The Customer shall deposit and maintain with CSFHK the Margin within such time as CSFHK may determine and require before executing any Instruction and shall also pay the Variation Adjustments within such time as CSFHK may determine and require from time to time. CSFHK shall be entitled to refuse to execute any Instruction for the Customer unless and until the Margin and/or Variation Adjustments required by CSFHK have been deposited and maintained by the Customer. CSFHK may require more Margin or Variation Adjustments than that prescribed by any exchange, clearing house or broker. Calls for Margin or demands for Variation Adjustments must be satisfied by funds or other assets acceptable to CSFHK free from any conditions and encumbrances. The Customer undertakes not to withdraw any Margin or Variation Adjustments deposited with or paid to CSFHK without the prior consent of CSFHK.
- 7.2 Upon the request of CSFHK, the Customer shall deposit and maintain such additional Margin within such time as CSFHK may determine and require from time to time. No previous Margin requirement shall limit the right of CSFHK to vary the Margin requirement at any later time. Changes in Margin requirement will apply to all existing open Futures Contracts and Option Contracts at the time of the effective date of such requirement as advised by CSFHK, and all new Futures Contracts and Option Contracts effected after, the effective date of such requirement as advised by CSFHK.
- 7.3 CSFHK shall be entitled to close out any or all open positions of the Customer in such manner and at such price as CSFHK may determine without further notice to the Customer if the Customer shall fail to deposit and maintain such Margin and/or Variation Adjustments within such time as may be required by CSFHK or at the time of making such calls or demands. CSFHK has no obligation to notify the Customer of his failure to maintain the Margin. In addition, CSFHK may be required to report to the Regulators particulars of all open positions in respect of which two successive calls or demands (or such other number of calls or demands as may be required by the Regulators from time to time) for which Margin or Variation Adjustments are not met within the period required by

<p>CSFHK. CSFHK may require more Margin or Variation Adjustments than that specified by the HKFE and/or the clearing house of the HKFE and may close out open positions in respect of which any margin calls and demands for Variation Adjustments are not met within the period specified by CSFHK at the time of making such calls or demands. The Customer shall be liable for all Loss arising out of the closing out of the open positions of the Customer by CSFHK, its Affiliates and/or the Relevant Persons as aforesaid and shall indemnify CSFHK, its Affiliates and/or the Relevant Persons for all Loss (including legal cost on a full indemnity basis) suffered or incurred by CSFHK, its Affiliates and/or the Relevant Persons arising out of the failure of the Customer to meet Margin calls and/or demands for Variation Adjustments of CSFHK pursuant to these Terms and Conditions.</p> <p>7.4 Subject to Applicable Laws and Regulations, the Customer hereby authorizes CSFHK from time to time, without prior notice to the Customer and in its absolute discretion, to transfer all or any part of the Margin or any other amounts held for the Customer's account to any account of any exchange, clearing house or broker to enable CSFHK to pay any margin or such other sums of money by whatever name called demanded or required by such exchange, clearing house or broker in connection with Futures or Option transactions executed by CSFHK for the Customer.</p> <p>7.5 Any interest, dividends or other benefits accrued or to be accrued or derived or to be derived from the Margin and/or Variation Adjustments shall form part of the Margin except to the extent provided in Clause 9.5.</p> <p>7.6 The value of any Margin and the amount of any Variation Adjustments at any time determined by CSFHK shall, in the absence of any manifest errors, be final, conclusive and binding on the Customer.</p> <p>7.7 The Customer, as beneficial owner, hereby charges by way of first fixed charge all its rights, title, benefits, claims and interests, both present and future, in and to any and all of the Cash Margin as continuing security for the due and punctual payment of all indebtedness and liabilities owing by the Customer to CSFHK (including all interest thereon, whether before or after judgment, all fees, charges and expenses incurred by CSFHK for recovering such indebtedness and liabilities) and performance of all other obligations of the Customer from time to time, whether actual or contingent, present or future, primary or collateral, and several or joint (the "Secured Obligations").</p> <p>7.8 If and insofar as the security created by Clause 7.7 shall be ineffective as a first fixed charge for any reason, such security shall take effect as a first floating charge. Any floating charge created by this Clause 7.8 shall (in addition to and without prejudice to the circumstances in which the same shall occur under general law) automatically be converted into a specific fixed charge upon occurrence of any of the following events:</p> <p>(a) on the convening of any meeting of the members of the Customer to consider passing a resolution to wind up the Customer;</p> <p>(b) immediately prior to the presentation of a petition to wind up or declare bankruptcy of the Customer;</p> <p>(c) if the Customer fails to comply with its obligations under the Agreement; or</p> <p>(d) if any person levies or attempts to levy distress, execution or sequestration against the whole or any part of the Cash Margin.</p> <p>7.9 Without prejudice to Clause 7.8, CSFHK may, at any time and from time to time, by notice in writing to the Customer, convert any floating charge created by Clause 7.8 into a specific fixed charge as regards the whole or any part of the Cash Margin specified in such notice.</p> <p>7.10 Upon the earliest of default by the Customer in (i) payment on demand; (ii) payment to CSFHK when any of the Customer's indebtedness or liabilities to CSFHK are due; and (iii) performing any other of its obligations to CSFHK, CSFHK and any nominee of CSFHK shall, to the extent permitted under Applicable Laws and Regulations, be entitled to enforce the Charge and is authorised, without demand, further notice, legal process or any other action with respect to the Customer or any other person, to retain, take possession of, appropriate and/or apply all or any part of the Cash Margin in or towards the settlement or discharge of the Secured Obligations in any way it deems appropriate, free from any restrictions and claims and neither CSFHK, nor its Affiliates, nor the Relevant Persons shall be in any way be liable for any Loss arising out of such retention, possession, appropriation and/or application.</p> <p>7.11 The Customer, for so long as any of the Secured Obligations is outstanding, undertakes to CSFHK:</p> <p>(a) that the Cash Margin is and shall be in the sole beneficial ownership of the Customer and free from any encumbrance, except as created pursuant to the Agreement;</p> <p>(b) to register the Charge in such registry in Hong Kong or elsewhere as CSFHK may require and to cooperate with CSFHK to enable CSFHK to effect such registration;</p> <p>(c) not to attempt to encumber, transfer, sell, dispose of or otherwise deal with any of the Cash Margin except as directed by or with the consent of CSFHK in writing;</p> <p>(d) to obtain and maintain in full force, validity and effect all governmental and other approvals, authorities, licenses and consents required in connection with the Charge, and to do or cause to be done all other acts and things necessary or desirable for the performance of the Customer's obligations pursuant to the Charge;</p> <p>(e) at any time at the request of CSFHK, at the Customer's costs and expenses to do and execute all acts or things and documents necessary to transfer, complete and/or vest the title to any of the Cash Margin charged pursuant to the Charge to CSFHK, CSFHK's nominee or any person or otherwise for the purpose of obtaining the full benefit of and perfecting the Charge, failing which CSFHK shall be authorised, to the extent permitted under Applicable Laws and Regulations, to take such action as CSFHK shall in its discretion consider appropriate on behalf of or in the name of the Customer or otherwise with a view to remedying or mitigating the consequences of any such failure and any monies expended by CSFHK in this regard shall be repayable by the Customer to CSFHK on demand together with default interest on the sums demanded;</p> <p>(f) not to withdraw or attempt to withdraw all or any part of the Cash Margin without the prior consent of CSFHK provided that any consent of CSFHK for withdrawal shall not oblige CSFHK to permit any further withdrawal or in any way affect CSFHK's obligations or rights under the Charge, and no such right of withdrawal shall be deemed to be a waiver of the rights of CSFHK including CSFHK's rights in respect of the remaining balance of the Cash Margin; and</p> <p>(g) not to take or omit to take any action which might prejudice the effectiveness of the Charge or CSFHK's rights under the Charge.</p> <p>7.12 No restrictions imposed by any Applicable Laws or Regulations on any immediate or other power of sale, application of proceeds or on any other right or on the consolidation of mortgages or other encumbrances shall apply to the Charge, CSFHK or to any encumbrance given to CSFHK pursuant to such Charge.</p> <p>7.13 (a) To the extent permitted under Applicable Laws and Regulations, the Customer, by way of security, irrevocably appoints CSFHK and any of its delegates or sub-delegates severally to be the Customer's true and lawful attorney (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments with regard to the Cash Margin) on behalf and in the name of the Customer or otherwise, to execute, sell, deliver, exercise and otherwise perfect and do all such agreements, acts and things which:</p> <p>(i) the Customer could itself do in relation to the Cash Margin and the Charge;</p> <p>(ii) the Customer is or may become obliged to do under the Charge; and/or</p> <p>(iii) otherwise may in CSFHK's opinion be required or deemed proper or desirable for or in connection with the full exercise of all or any of the rights conferred by the Charge on CSFHK and its rights to give full force and effect to the terms of the Charge.</p> <p>This power of attorney is coupled with an interest and is irrevocable and shall remain irrevocable as long as any of the Secured Obligations remains outstanding.</p> <p>(b) The Customer ratifies and confirms and agrees to ratify and confirm any agreement, act or thing which any attorney (or any substitute or sub-delegate) appointed under this Clause 7.13 may lawfully execute, seal, deliver, exercise or do.</p> <p>7.14 The Charge is a continuing security and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Obligations but shall secure the ultimate balance of the Secured Obligations. The Charge is in addition to, and shall not be affected by nor merge with and may be enforced despite the existence, invalidity or unenforceability of, any other guarantee or encumbrance now or subsequently held by or being available to CSFHK (including any other encumbrance over the Cash Margin). The Charge may be enforced without prior recourse to any such guarantee or encumbrance and without any demand being made upon or proceedings being taken against the Customer or any other person.</p> <p>7.15 Payments by the Customer shall be made to CSFHK as specified by CSFHK without any deduction, set-off, counterclaim, withholding or condition of any kind except that, if the Customer is compelled by law to make such withholding, the sum payable by the Customer shall be increased so that the net amount actually received by CSFHK is the amount it would have received if there had been no withholding.</p> <p>7.16 Any release, discharge or settlement under the Charge shall be conditional upon no security, disposition, payment or discharge in respect of the Secured Obligations by the Customer or any other person being avoided, reduced, ordered to be refunded or repaid for any reason and if such condition is not fulfilled CSFHK shall be entitled to enforce the Charge as if such release, discharge or settlement had not occurred.</p> <p>7.17 If CSFHK considers that an amount paid by the Customer or any other person is capable of being avoided or otherwise set aside (on the liquidation of the Customer or otherwise), then that amount shall not be considered to have been paid for the purposes of this Clause 7. Furthermore, CSFHK may at its sole discretion concede or compromise any claim that any payment, security or other disposition is liable to be avoided, reduced or repaid.</p> <p>7.18 All monies received or recovered by CSFHK pursuant to the Charge shall, subject to any claims ranking in priority to the Secured Obligations to the extent of such priority, be applied in such order as CSFHK may from time to time at its sole discretion determine or placed to the credit of such account as CSFHK may from time to time at its sole discretion determine without any obligation with a view to preserving its rights to prove for the whole of the Secured Obligations, and paying any surplus to those who are so entitled. If at any time CSFHK receives notice of any subsequent charge or interest or any other event or matter affecting the Cash Margin and/or the Secured Obligations, CSFHK may continue any existing accounts of the Customer or open a new account and any subsequent payments in shall be deemed not to be appropriated towards payment of any part of the Secured Obligations at the date when CSFHK receives the said notice.</p> <p>7.19 The rights of CSFHK under this Clause 7 are cumulative and do not exclude or restrict any other rights and are in addition to the rights and remedies provided by law.</p>	<p>(a) the terms of the Agreement;</p> <p>(b) all Applicable Laws and Regulations then in force that are applicable to the transactions and/or CSFHK, its Affiliates and/or the Relevant Persons;</p> <p>(c) all Applicable Laws and Regulations in Hong Kong or elsewhere where payments are effected in connection with Futures and Option transactions, settlement, Margin calls and/or Variation Adjustments; and</p> <p>(d) CSFHK's procedures and policies.</p> <p>Notwithstanding the foregoing, if there shall be any conflict or inconsistency between any of the provisions of the Agreement on the one hand and any of the provisions referred to in (b) and (c) above on the other hand, the latter shall prevail. CSFHK shall not be liable to the Customer as a result of action taken by CSFHK, its Affiliates and/or the Relevant Persons in accordance with this Clause 8.</p> <p>8.2 If any relevant exchange, clearing house and/or broker on or through whom any Futures or Option transaction has been entered into by CSFHK on behalf of the Customer requires any alteration of any terms or conditions of any such transaction, CSFHK may (but not obliged to) take all such action as it may in its absolute discretion consider necessary or desirable (i) to comply therewith or as a result thereof; or (ii) to avoid or mitigate loss thereunder and all such actions shall be binding upon the Customer.</p> <p>8.3 Every Futures transaction entered into by CSFHK on behalf of the Customer is made on the understanding that both CSFHK and the Customer contemplate actual performance thereof and, as between CSFHK and the Customer, shall be deemed to contain obligations of the Customer and CSFHK to make settlement of such transaction and/or delivery of the Commodity which is the subject matter of such transaction, as the case may be. In respect of open positions involving physical delivery maturing in a current futures month, the Customer shall, at least 5 business days prior to the first notice day in the case of long positions and at least 5 business days prior to the last trading day in the case of short positions, either give Instructions to CSFHK to close out the same or deliver to CSFHK all monies and/or Commodities deliverable by the Customer under such transactions in order to enable due settlement of such contracts by CSFHK in accordance with the rules of the applicable exchange or clearing house. If the Customer fails to provide CSFHK with such Instructions, monies or Commodities within the period as aforesaid, CSFHK may without notice to the Customer either close out the relevant contracts or make or take delivery on behalf of the Customer upon such terms and by such methods as CSFHK may in its absolute discretion determine. The Customer shall keep CSFHK, its Affiliates and/or the Relevant Persons indemnified in respect of all Loss (including legal costs on a full indemnity basis) suffered or incurred by CSFHK as a result of action taken by CSFHK in connection with any delivery, exercise or settlement effected pursuant to the terms of this Clause 8.3, in the absence of the gross negligence, fraud or wilful default of CSFHK, its Affiliates and/or the Relevant Persons.</p> <p>8.4 If CSFHK or its 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 delivery of all or any part of any monies and/or Commodities (whether from the relevant exchange, clearing house and/or any other person) due to be paid or delivered to the Customer in respect of any Futures Contract or Option Contract entered into by CSFHK on behalf of the Customer on the due date for payment or delivery thereof in accordance with Applicable Laws and Regulations (such as the rules and regulations of the relevant exchanges and/or clearing houses), CSFHK's obligations to make payment or delivery to the Customer in respect of such Futures Contracts or Option Contracts shall thereupon and by virtue of such failure become obligations to make payment or delivery of such amount or quantity of any monies and/or Commodities as is equal to such amount or quantity actually received by CSFHK in respect thereof.</p> <p>8.5 CSFHK shall be entitled, in its absolute discretion, but shall not be bound, to act on any Instruction 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 delivery of any amount or quantity of any monies and/or Commodities in respect of any Futures Contract or Option Contract entered into by CSFHK on behalf of the Customer provided that if any such action is taken by CSFHK, the Customer shall indemnify CSFHK in respect of all costs, claims, demands, damages and expenses (including legal costs on a full indemnity basis) arising out of or in connection with the taking of such action.</p> <p>8.6 The Customer shall, forthwith upon request by CSFHK, supply in relation to any Futures Contract or Option Contract entered into by CSFHK on its behalf such information in relation to the delivery and/or settlement and/or (in the case of an Option Contract) exercise of such Option Contract which has not been closed out or, as the case may be, exercised, as CSFHK may request.</p> <p>8.7 The Customer acknowledges that due to the implementation of central clearing and settlement systems, CSFHK is not obliged to produce and/or deliver to the Customer actual certificates or documents of title for any Commodities relating to Futures Contracts and/or Option Contracts entered into by CSFHK on the Customer's behalf. The Customer agrees that should the Customer require CSFHK to produce and/or deliver such certificates or documents of title, the Customer shall forthwith upon notice by CSFHK reimburse CSFHK of all expenses incurred in connection with the production and/or delivery of the same.</p> <p>8.8 Subject to the terms of the Agreement and Applicable Laws and Regulations (such as the rules, regulations and requirements of the relevant exchanges and/or clearing houses), the Customer may, at any time before the last trading day of a contract or transaction in relation to the Account, give Instruction to CSFHK to close out the same or in the case of an Option Contract, exercise (providing exercise is then permissible) the relevant Option Contract. Any amount (including any amount payable by CSFHK to the relevant exchange, clearing house and/or CSFHK's brokers or agents) payable by the Customer arising out of the closing out of any contract or transaction or the exercise of any Option Contract shall become immediately due and payable to CSFHK upon the closing out or exercise.</p> <p>8.9 To exercise an Option pursuant to any Option Contract effected by CSFHK on behalf of the Customer, the Customer shall (subject to the rules and regulations of the relevant exchange on which the Option Contract is traded or entered into) deliver to CSFHK a notice of exercise no later than such time limit as may be specified by CSFHK from time to time before the cut-off date for the tender of exercise instructions prescribed by the writer of the Option or the relevant exchange or clearing house (whichever prescribes the earliest cut-off date). Such notice shall only be considered valid when accompanied:</p> <p>(a) in the case of an Option for the sale of an agreed Commodity, with the underlying Commodity or document(s) of title needed for making delivery; and</p> <p>(b) in the case of an Option for the purchase of an agreed Commodity, with sufficient immediately available funds to take delivery of the Commodity.</p> <p>Unless specifically instructed by the Customer and subject to the terms of the Agreement, CSFHK shall not have any responsibility whatsoever to tender any exercise instructions on behalf of the Customer in respect of any Option Contract whether on or before the relevant cut-off date applicable to the Option Contract.</p> <p>8.10 If CSFHK enters into any Futures Contract or Option Contract on behalf of the Customer in a currency other than Hong Kong dollars, (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be for the Customer's account and risk and (b) unless another currency is designated in the confirmation for such transaction, all Margin deposits and Variation Adjustments for such contract, and any debit or credit made to the account as a result of closing out such a contract shall be in Hong Kong dollars at a rate of exchange determined by CSFHK in its sole discretion on the basis of the then prevailing money market rates of exchange for such foreign currency.</p> <p>8.11 The Customer acknowledges and agrees that CSFHK shall be bound by the HKFE Rules which permit HKFE to take steps to limit the positions or require the closing out of contracts on behalf of the Customer if, in the opinion of HKFE, the Customer is accumulating positions which are or may be detrimental to any particular market or markets established and/or operated by HKFE or which are or may be capable of adversely affecting the fair and orderly operation of any market or markets established and/or operated by HKFE as the case may be.</p> <p>8.12 If the Customer shall at any time open one or more accounts with participants of HKFE other than CSFHK for the purpose of carrying out transactions relating to Futures Contracts or Option Contracts and if the open positions in such accounts in aggregate amount to a "Large Open Position" as determined by the board of the HKFE, the Customer shall report to HKFE immediately of such "Large Open Position" and provide CSFHK or HKFE (as the case may be) with such information as CSFHK or HKFE (as the case may be) may require in connection therewith (including the name of the Customer and of the Ultimate Beneficiary or, in the case of a company or body corporate, of the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate, including a beneficiary holding an interest through a nominee or trust of such "Large Open Position") and also provide CSFHK or HKFE (as the case may be) with any other information as may be required by CSFHK or HKFE (as the case may be).</p> <p>8.13 The Customer shall comply with all applicable notification requirements established by the relevant market or exchange (including, without limitation, those applicable under the Securities and Futures (Contracts Limits and Reportable Positions) Rules) and shall not exceed the prescribed limit for the relevant Futures class and type in accordance with the contract limits and reportable position rules established by the relevant market or exchange, if any. The Customer acknowledges that CSFHK shall not (except to the extent required by Applicable Laws and Regulations) be responsible for any of the Customer's transaction notification, filing or reporting obligations (including, where applicable, any filings required pursuant to Part XV of the Ordinance or equivalent legislation) and undertakes that he shall not rely on CSFHK to discharge his transaction notification, filing or reporting obligations pursuant to Applicable Laws and Regulations.</p> <p>8.14 Every HKFE Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the Ordinance, the cost of both of which shall be borne by the Customer. In the event that the Customer suffers pecuniary loss by reason of the default of CSFHK, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Ordinance and will be subject to the monetary limits specified in the Ordinance (in particular, the Securities and Futures (Investor Compensation – Compensation Limits) Rules) and accordingly there can be no assurance that any pecuniary loss sustained by the Customer by reason of such a default will necessarily be recovered from the Investor Compensation Fund in full, in part or at all.</p> <p><b>9. Customer's Assets</b></p> <p>9.1 All monies, securities and other property received by CSFHK from the Customer or from any other person (including any clearing house) for the account of the Customer shall be held by CSFHK as trustee and segregated from CSFHK's own assets. These assets so held by CSFHK shall not form part of the assets of CSFHK for insolvency or winding up purposes but shall be returned to the Customer promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of CSFHK's business or assets.</p> <p>9.2 All monies, approved debt securities and/or approved securities (being approved by HKFE as a form of cover for margin) received by CSFHK from the Customer or from any other person (including the clearing house of HKFE) shall be held by CSFHK in the manner specified under paragraphs 7 to 12 of Schedule 4 to the SFC Code of Conduct and the Customer authorises CSFHK to apply any such monies, approved debt securities and/or approved securities in the manner specified under paragraphs 14 to 15 of Schedule 4 to the SFC Code of Conduct. In</p>
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- particular, CSFHK may, subject to Applicable Laws and Regulations, apply such monies, approved debt securities and/or approved securities in or towards meeting CSFHK's obligations to any party insofar as such obligations arise in connection with or incidental to the business of dealing in Futures Contracts and/or Option Contracts transacted on the Customer's behalf.
- 9.3 The Customer acknowledges and agrees that in respect of any account of CSFHK maintained with the clearing house of HKFE, whether or not such account is maintained wholly or partly in respect of the business of dealing in Futures Contracts and/or Option Contracts transacted on behalf of the Customer and whether or not monies, approved debt securities and/or approved securities (being approved by HKFE as a form of cover for margin) paid or deposited by the Customer has been paid to or deposited with the clearing house of HKFE, as between CSFHK and the clearing house of HKFE, CSFHK deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Customer and monies, approved debt securities and/or approved securities paid to or deposited with the clearing house of HKFE are thereby freed from the trust referred to Clause 9.1 above.
- 9.4 The Customer acknowledges and agrees that the clearing house of HKFE may do all things necessary to transfer any open positions held by CSFHK on behalf of the Customer and any money and security standing to the credit of the Customer's account with CSFHK to another participant of HKFE in the event the rights of CSFHK as a participant of HKFE are suspended or revoked.
- 9.5 Any interest earned or received on any credit cash balance held by CSFHK on behalf of the Customer shall belong to CSFHK absolutely; however, CSFHK may at its full discretion pay part or all of such interest to the Customer.
- 10. Suitability**
- 10.1 If CSFHK solicits the sale of or recommends any financial product to you, the Customer, 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 Terms and Conditions or any other document we may ask you to sign and no statement we may ask you to make derogates from this Clause.
- 11. Adherence to trading rules**
- 11.1 The Customer shall have a clear understanding of, and shall strictly adhere to Applicable Laws and Regulations which apply to Futures and Options trading (including but not limited to CSFHK's risk management rules and policies).
- 12. Risk management measures**
- 12.1 In this Clause, the following words and expressions shall have the following meanings:  
**"Risk Management Measures"** means any risk management measures to be taken by CSFHK in relation to the Customer's trading of Futures and/or Options through CSFHK (including but not limited to measures relating to initial, maintenance and/or top-up margin requirements, managing margin calls, forced liquidation, and/or trading limits granted to the Customer).
- 12.2 If the Customer conducts Futures and/or Options trading through CSFHK, the Customer acknowledges and agrees that CSFHK shall have the right to undertake any Risk Management Measures, provided that such Risk Management Measures are in compliance with Applicable Laws and Regulations. The Customer acknowledges and agrees that it shall bear all liabilities, losses and expenses incurred or caused by any Risk Management Measures undertaken by CSFHK in accordance with this Clause 11.2.
- 13. Knowledge of the characteristics of London Metal Exchange (LME)**
- 13.1 In accordance with relevant market practice on the LME, earnings accrued before the maturity of a futures contract could be used as trading margin, but cannot be realized before the maturity date. Contract liquidation will be conducted by way of carrying between contracts. The rate of the carried futures contracts cannot be ascertained by simple calculation and shall be determined by reference to the quotes of the participants in question. A one-side trading fee will be charged for the transaction of carrying, and carrying within 14 days will be free of trading fee.
- 14. Charges and Expenses**
- 14.1 CSFHK will charge the Customer fees and commissions calculated at such rate and on such basis as CSFHK may from time to time determine and notify to the Customer. The Customer shall be liable for payment upon demand of any debts whatsoever and howsoever arising on the Account including commission, brokerages, charges, fees, statutory fees, taxes, levies and delivery charges. The Customer will also reimburse CSFHK of all amounts paid or payable by it to any third party (including any exchange and clearing house) arising out of the Account or any transaction. The Customer authorises CSFHK to withdraw cash from or liquidate open positions in the Account at such time and in such manner as it deems fit to discharge the amounts due.
- 14.2 All amounts due by the Customer to CSFHK will be charged with interest at such rate(s) to be notified by CSFHK from time to time. In the absence of such notification interest will be charged at an annual rate of 6% above of the higher of the annual prime lending rate on Hong Kong dollars quoted by CNCBI or The Hongkong and Shanghai Banking Corporation Limited from time to time.
- 15. Indemnity**
- 15.1 In addition to and without prejudice to the other indemnity provisions in the Agreement, the Customer hereby agrees to fully indemnify and hold harmless each of CSFHK, its Affiliates and/or the Relevant Persons on demand, against all claims, demands, actions, liabilities, proceedings against any of them and all Loss (including legal fees on a full indemnity basis) which any of them may suffer or incur in connection with any of them performing any obligations or services, or exercise of rights, powers or discretion under or in connection with the Agreement, including any action taken by CSFHK to protect, defend or enforce its rights, or its security interest hereunder whether or not as a result of any default or breach by the Customer, in the absence of gross negligence, fraud or wilful default of CSFHK, its Affiliates, and/or the Relevant Persons.
- 15.2 CSFHK, its Affiliates and/or the Relevant Persons shall in no event be liable for any Loss suffered or incurred by the Customer in connection with the Agreement or anything whatsoever which may be suffered as a result of any default, insolvency, act or omission of any person, firm or company through or with whom transactions are effected for the Account.
- 16. Standing Authority, Liens, Set-off and Transfer of Funds**
- 16.1 The Client Money Standing Authority covers money held or received by CSFHK in Hong Kong (including any interest derived from the holding of the money which does not belong to CSFHK) in one or more segregated account(s) on the Customer's behalf ("Monies").
- 16.2 The Customer authorizes CSFHK, subject to Applicable Laws and Regulations, to:  
(a) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by CSFHK or any of its Affiliates and CSFHK may transfer any sum of Monies to and between such segregated account(s) to satisfy the Client's obligations or liabilities to CSFHK or any of its Affiliates, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and  
(b) transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time with CSFHK or any of its Affiliates.
- 16.3 The Customer acknowledges and agrees that CSFHK may do any of the things mentioned in Clause 16.2 without giving the Customer notice.
- 16.4 The Client Money Standing Authority is given without prejudice to other authorities or rights which CSFHK or any of its Affiliates may have in relation to dealing in Monies in the segregated accounts.
- 16.5 The Client Money Standing Authority shall be valid for a period of 12 months from the date of this Agreement, subject to renewal by the Customer or deemed renewal under the Client Money Rules as referred to in Clause 16.7.
- 16.6 The Client Money Standing Authority may be revoked by the Customer serving a written notice to CSFHK at least fourteen (14) days prior to the actual date of revocation.
- 16.7 The Customer understands that the Client Money Standing Authority may be deemed to be renewed on a continuing basis without the Customer's written consent if CSFHK issues to the Customer a written reminder at least fourteen (14) days prior to the expiry of the Client Money Standing Authority, and the Customer does not object to such deemed renewal before such expiry date.
- 16.8 The Customer agrees that in addition to any general lien or similar right to which CSFHK may be entitled at law, CSFHK may (subject to Applicable Laws and Regulations), at any time and without prior notice, combine, consolidate, set off or transfer any securities or monies standing to the credit of the Customer's account(s) with CSFHK and/or its Affiliates and bank accounts with CNCBI of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all the obligations or liabilities to CSFHK and/or its Affiliates whether such obligations or liabilities be primary, collateral, several, joint or in other currencies. CSFHK shall not be concerned whether or not such obligations or liabilities owed to its Affiliates exist, provided that demand has been made on CSFHK by such Affiliates. Where such combination, consolidation, set-off or transfer requires the conversion of one currency to another, CSFHK (itself or through its Affiliates) may use the credit balance of any of the Customer's account(s) to purchase the currency of any indebtedness for this purpose and any such purchase may be effected by CSFHK or its Affiliates at the spot rate of exchange as conclusively determined by CSFHK to be prevailing in such foreign exchange market as CSFHK may determine to be relevant on the date of such purchase. Insofar as any of the obligations or liabilities to CSFHK and/or its Affiliates are contingent or future, the obligation or liability of CSFHK, its Affiliates or CNCBI to the Customer to make payment of any sums standing to the credit of any such accounts after the application of set-off hereunder will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. For the purpose of this Clause 16, the term "Affiliate" shall mean, in relation to a company, its subsidiaries, any holding companies of that company and any subsidiaries of such holding companies.
- 16.9 CSFHK may hold as security and subject to a general lien in its favour all or any of the money, Commodities, securities and other property held by CSFHK or its Affiliates for the account of the Customer until the Customer has fully paid CSFHK any amount owed.
- 16.10 CSFHK may, whenever CSFHK considers it necessary, in settlement of any liability owed by or on behalf of the Customer to CSFHK or its associated entities (as defined in the Ordinance) or any other person, dispose of any securities or Commodities belonging to the Customer or in which the Customer has an interest or cancel any open orders for the purchase and sale of any securities or Commodities, with or without notice to the Customer and CSFHK may borrow or buy any securities or Commodities required to make delivery against any sale effected for the Customer. Such sale or purchase may be public or private and may be made without advertising or notice to the Customer and in such manner as CSFHK may in its discretion determine, and no demands or notices which CSFHK makes or gives shall invalidate CSFHK's rights pursuant to this Clause 16.10. At any such sale CSFHK and/or any of its Affiliates may, subject to Applicable Laws and Regulations, purchase the securities or Commodities free of any right of redemption and the Customer agrees that in respect of any such sale CSFHK and/or any of its Affiliates shall not have any responsibility concerning the manner of sale or timing thereof. The proceeds of such transactions are to be applied to reduce the indebtedness owing by the Customer to CSFHK and/or its Affiliates (if any).
- 16.11 CSFHK is hereby authorized, subject to Applicable Laws and Regulations, to deposit any of the Customer's collateral deposited with it with a recognized clearing house or another intermediary licensed or registered for dealing in futures contracts, as collateral for the discharge and satisfaction of CSFHK's settlement obligations and liabilities. The term of the Customer's authority contained in this Clause shall be for a period of not more than twelve months from the date of the Agreement, and subject to Applicable Laws and Regulations, may be renewed in such manner and for such term as required.
- 16.12 Without prejudice to any other rights or remedies available to CSFHK, the Customer authorises CSFHK to set off any amount receivable from the Customer against any amount payable to the Customer where such amounts arise from any Futures or Option transaction effected by CSFHK on behalf of the Customer pursuant to the Agreement.
- 16.13 For the purpose of the Agreement, a certificate issued by CSFHK or any of its Affiliates certifying the amount of any outstanding indebtedness owing by the Customer at any time shall, in the absence of manifest errors, be conclusive and binding on the Customer.
- 16.14 Where the monies in the Customer's account is not denominated in such currency required to settle the Customer's obligations and/or liabilities (which shall include, but not limited to, any Margin requirements, Variation Adjustments, settlement obligations, payment of fees or expenses in connection with a transaction), the Customer authorizes CSFHK to convert (acting as principal or acting as agent on the Customer's behalf), at any time and without notice, the monies in the Customer's account into such required currency at such prevailing money market rate of exchange as determined by CSFHK. For the avoidance of doubt, the Customer shall be liable for any losses, costs or expenses incurred by the CSFHK, on a full indemnity basis, related to any action taken or the exercise of its rights hereunder.
- 17. Representations, Warranties and Undertakings**
- 17.1 The Customer hereby warrants, represents and undertakes to CSFHK in the following terms:  
(a) the Customer is entering into the Agreement with CSFHK as principal and is not trading on behalf of any other person (unless CSFHK is notified otherwise in writing) and will be responsible for settling all liabilities resulting from transactions effected pursuant to and in accordance with the Agreement and neither CSFHK nor its Affiliates has any responsibility towards any person on whose behalf the Customer may act in any circumstances (unless a separate customer relationship has been established between CSFHK and that person or unless otherwise agreed in writing with CSFHK);  
(b) the Customer has obtained and will maintain in full force and effect any necessary consents, licences and authorities and has taken all necessary action to enable him to lawfully to enter into and perform the obligations under the Agreement and each transaction and to grant the security interests and powers referred to in the Terms and Conditions;  
(c) the Customer understands and accepts in full the provisions of the Agreement including any disclaimers and risk disclosure statements issued by CSFHK in connection with the transactions contemplated by the Agreement;  
(d) without prejudice to any rights or obligations arising under Clause 10, the Customer acknowledges that they are entering into futures and options on the basis of their own judgment and analysis;  
(e) any information the Customer provides, including the Customer Information Statement is true and complete and not misleading at the date hereof and the Customer will notify CSFHK forthwith upon any material changes in the information provided in the Customer Information Statement or any other information relating to the Customer. Until CSFHK actually receives such notification from the Customer, CSFHK shall be entitled to rely on the information contained in the Customer Information Statement or otherwise. CSFHK is hereby authorized to conduct (i) a credit enquiry or check on the Customer for the purpose of ascertaining the financial situation and investment objectives of the Customer as set out in the Customer Information Statement or otherwise, or (ii) any other checks and enquiries as stipulated under Clause 3.2;  
(f) the Agreement constitutes a valid and legally binding agreement and obligations on the Customer enforceable in accordance with its terms;  
(g) the Agreement and its performance and the obligations contained herein do not and will not:  
(i) contravene any existing Applicable Laws or Regulations or any judgement, decree or permit to which the Customer is subject or any provisions of the memorandum and articles of association or by-laws of the Customer (if applicable); or  
(ii) conflict with or result in any breach of the terms of or constitute any default under any agreement or other instrument to which the Customer is a party or is subject or by which any of the Customer's property is bound;  
(h) the Customer, except as previously disclosed in writing to CSFHK, is not an officer or employee of any exchange, board of trade, clearing house, bank or trust company, or an affiliate of any dealer or broker in securities and/or futures contracts licensed or registered in Hong Kong or elsewhere, or an officer, partner, director or employee of any such broker or dealer;  
(i) the Customer is and will remain the beneficial owner of the Futures Contracts and Option Contracts in the Account free from any lien, charge, equity or encumbrance save as created by the Agreement and will not charge, pledge or allow to subsist any charge or pledge over the Futures Contracts and Option Contracts or monies or other assets in the Account or grant or purport to grant an option over any Futures Contracts and Option Contracts or monies or other assets in the Account without the prior written consent of CSFHK;  
(j) the Customer is the person ultimately responsible for originating the Instructions in relation to and the ultimate beneficial owner of each transaction contemplated by the Agreement and is also the person who stands to gain the commercial or economic benefit of such transactions and/or bear their commercial or economic risk (except where such other persons or entity has been disclosed to CSFHK in the Customer Information Statement or other written notices to CSFHK);  
(k) the Customer understands the nature and risks of the products in which he is trading and has sufficient net worth to be able to assume the risks and bear the potential losses of trading in such products.  
(l) no Event of Default or any event which may become an Event of Default has occurred and/or is continuing with respect to the Customer;  
(m) in respect of any Data of the Customer who is an individual or in respect of any Data which relates to an individual provided by the Customer which is not an individual, the Customer or the relevant individual, as the case may be, has been fully notified as to the purposes for which his or her personal data may be used and the person to whom his or her personal data may be provided to (including for direct marketing purposes), as set out in Privacy Policy Statement, and the Customer or the relevant individual, as the case may be, has consented to his/her Data being used and processed (including process of sensitive personal data, cross-border transfer, use and provision to third parties of such Data by CSFHK and/or use of such Data for direct marketing purposes) in accordance with the Privacy Policy Statement and such consent has been obtained in a manner which is sufficient to meet the requirements of the Data Protection Laws and enable CSFHK and its Affiliates to lawfully use and transfer Data as set out in the Privacy Policy Statement.  
(n) unless the Customer has notified CSFHK otherwise in writing, the Account is not an Omnibus Account;  
(o) the source of funds in the Customer's account(s) is legal and in compliance with Applicable Laws and Regulations; and  
(p) Customer's identity card, passport, entry permit or other relevant documentation used to open the account(s) are genuine, legal and valid.
- 17.2 If the Account is an Omnibus Account, the Customer further warrants, represents and undertakes to CSFHK in the following terms:  
(a) in the Customer's dealings with the person(s) from whom he receives instructions with respect to the Account, he will comply with and enforce the Margin and Variation Adjustment requirements and procedures as stipulated in the HKFE Rules as though the Customer were an exchange participant of the HKFE and as though the person(s) for whose account or benefit such instructions are given were the Customer;  
(b) he will cause HKFE Contracts to be entered into in fulfillment of instructions with respect to the Account, so that there shall in no circumstances be any dealing with the instructions in a manner which constitutes unlawful dealing in differences in market quotations of Commodities under the laws of Hong Kong or any other applicable jurisdiction or in a manner which constitutes or involves betting, wagering, gaming or gambling with respect to such items in contravention of any Applicable Laws or Regulations in Hong Kong or any other jurisdiction; and  
(c) the persons from whom the Customer receives instructions shall comply with the Margin and Variation Adjustment requirements as stipulated in the HKFE Rules.
- 17.3 The above representations, warranties and undertakings shall be deemed to be repeated immediately before each Instruction is given or executed.
- 18. Electronic Trading Services**
- 18.1 This Clause 18 shall apply where CSFHK provides the Customer with the services of the System (the "Services") to enable the Customer to electronically connect to the order management system operated by CSFHK for execution of Electronic Instructions. Upon use of the Services for the first time, the Customer shall be deemed to accept the terms and conditions set out herein.
- 18.2 In this Clause, the following words and expression shall have the following meanings:  
**"Electronic Instruction"** means, in relation to the provision and use of the Services and the System, an electronic communication which CSFHK believes in good faith to have been given by the Customer or any Authorized Person via the System;  
**"Supplier"** means the provider and/or operator of any part of the System;  
**"System"** means the electronic system (including, without limitation, the direct market access services) which is supported by computer-based component systems for the order-routing, execution, matching or registration, together with any associated software, hardware, facilities and services provided by CSFHK and used by the Customer

- from time to time; and
- “Third-party Supplied Part”** means any part of the System (including any associated software, hardware, facilities and services) which is not supplied by CSFHK or any Affiliate of CSFHK.
- 18.3 CSFHK makes no warranty, express or implied, concerning the Services and the System. The Customer acknowledges that the System has not been developed for the Customer’s individual needs and has been selected and is used by the Customer on an “as is” basis at his/her/its own volition and risk and that CSFHK shall bear no responsibility whatsoever for any consequence arising from the Customer’s choice or use of the System.
- 18.4 The Customer assumes full responsibility and risk of Loss whatsoever resulting from its use of, or access to data, files, information, content, or other materials (including without limitation software) on or through the System.
- 18.5 Unless CSFHK and the Customer have agreed otherwise in writing, the Customer shall be solely responsible for installing and maintaining any relevant hardware and software and for making all necessary arrangements with any Supplier in relation to obtaining access to and using the System, and complying with all requirements imposed in relation to the System, including installation and update of any applicable security procedures, and any applicable agreement entered into by the Customer in relation to the supply of any part of the System.
- 18.6 CSFHK shall have no responsibility to maintain the Services and information made through the System or to supply any corrections or updates in connection therewith. Availability of the Services and information are subject to change without notice.
- 18.7 The Customer is responsible for the accuracy and adequacy of all Electronic Instructions and information communicated via the System to CSFHK and for all use made of the System through the access provided to the Customer. CSFHK shall be entitled to rely and act on such Electronic Instructions (without conducting any due diligence as to the authenticity or authority of the Electronic Instructions) and information as being accurate, complete and duly authorized by and binding on the Customer. Any transaction executed by CSFHK in accordance with any such Electronic Instruction or information shall be binding on the Customer regardless of whether or not it has in fact been effected with the Customer’s authority. Electronic Instructions may only be revoked or amended via the System or such other way(s) as agreed between CSFHK and the Customer from time to time. The Customer agrees to maintain adequate security procedures to prevent unauthorized access to or use of the System by any person other than the Authorised Persons who are duly authorized by the Customer to give such Electronic Instructions to CSFHK via the System. Without prejudice to the generality of Clause 18.3, CSFHK makes no warranty whatsoever to the Customer, express or implied, regarding the security of the Services and the System, including with respect to the ability of unauthorized persons to intercept or access information transmitted by the Customer through the System.
- 18.8 Under no circumstances shall CSFHK be responsible for any Electronic Instructions for which it has not duly and properly received. Electronic Instructions will only be executed during normal trading hours of the relevant market or exchange.
- 18.9 CSFHK will provide the Customer with an account number and the corresponding initial transaction password and initial transfer password. Being provided with an account number shall be deemed as having the corresponding initial transaction password and initial transfer password at the same time. The Customer shall change the initial transaction password and initial transfer password before depositing any funds into the account(s) for the first time. In any event, the Customer shall be deemed to have changed the initial transaction password and initial transfer password after they deposit funds for the first time. The Customer shall avoid using any data on their identity documents as a password and shall keep the transaction password and the transfer password secure at all times. The Customer shall bear the entire liabilities arising out of any failure to keep the transaction password and transfer password secure.
- 18.10 The Customer agrees that the Authorized Person(s) shall be the only authorised user(s) of the System, and shall be solely and wholly responsible for the confidentiality, security and use of the Customer’s digital certificate, or the password and/or log-in name issued to the Customer by CSFHK.
- 18.11 Unless otherwise agreed, CSFHK will not execute any Electronic Instructions of the Customer through the System unless it is satisfied that the Customer has deposited and maintained the Margin and/or Variation Adjustments required by CSFHK from time to time.
- 18.12 CSFHK shall not be deemed to have received and/or executed the Electronic Instructions given through the System unless and until the Customer is in receipt of an order acknowledgement confirming receipt and/or execution of the Electronic Instructions (subject to the details set out in the relevant confirmation of transaction and periodic statements issued by CSFHK).
- 18.13 The Customer acknowledges and agrees that, as a condition of CSFHK’s provision of the Services and the System, the Customer shall immediately notify CSFHK if:
- after giving an Electronic Instruction, the Customer has not received any order acknowledgement from CSFHK or the Customer alleges that such acknowledgement contains incorrect details; or
  - the Customer becomes aware of any unauthorised disclosure or use of or access to the Customer’s digital certificate, log-in name or password or that any unauthorized transactions have been effected.
- 18.14 The Customer further acknowledges that CSFHK makes no representation and warranties on the timeliness, accuracy or completeness of market data or other information services, nor does CSFHK warrant the availability of the Services. The Customer agrees that CSFHK shall not be liable in any inaccuracy, error, or omission in the data and other information, or from any interruption or delay in the transmission, or suspension or breakdown of the System or the Services, or other Loss arising from or caused by forces beyond the control of CSFHK.
- 18.15 Subject as provided in this Clause 18, neither CSFHK nor any of its Affiliates or agents shall be liable to the Customer (or to any third party) for any Loss suffered by the Customer (or any other third party) arising out of or in connection with CSFHK’s provision of the Services or the System hereunder or any act or omission undertaken by it in connection with effecting any transaction in accordance with the Electronic Instructions from the Customer.
- 18.16 In the event of any failure, interruption or delay in the performance of CSFHK’s obligations hereunder as a result of any act, event or circumstance not within the control of CSFHK from time to time, including but not limited to:
- industrial disputes, acts or regulations of any government or governmental or supranational bodies, agencies or authorities, or of any exchange or any regulatory body whether in Hong Kong or elsewhere;
  - service malfunctions, delay, suspension, interference, or operational difficulties encountered by third party service providers of electronic communications and telecommunication facilities wherever located;
  - breakdown, failure, delay, interference or malfunction (in each case, whether total or partial, temporary or permanent) of or in any communications, telecommunication or computer services or electronic equipment;
  - defaults by third parties in the performance of their obligations necessary to have been performed for the completion of any transactions;
  - suspension or restriction of trading on any exchange or other market, or the failure of any relevant exchange, clearing house and/or broker for any reason to perform their respective obligations; and
  - orders of courts, fire, war, natural disaster, terrorist acts, riots or civil commotion, then neither CSFHK nor any of its Affiliates nor any of their respective agents shall be liable or have any responsibility of any kind for any Loss thereby suffered or incurred by the Customer (or any third party).
- 18.17 Without prejudice to the foregoing provisions of this Clause 18, neither CSFHK nor any Affiliate nor any of their respective agents shall be liable to the Customer (or any third party) for any Loss arising directly or indirectly out of or in connection with:
- the Customer’s choice and/or use (whether by Authorised Persons or otherwise) of the System or any part thereof for communication with CSFHK;
  - the Customer’s inability to access to or use of the System or Services or any part thereof for any reason;
  - any failure by the System to transmit (or any delay in the transmission of) any Electronic Instruction (including acknowledgement of receipt of an Electronic Instruction, if any) or notification of execution or rejection of such Electronic Instruction; or
  - any errors or omissions in any Electronic Instruction from the Customer to CSFHK that arise due to any equipment or software error or malfunction in or affecting the System or any system or constraints on the capacity of the System or any system or any error by any Supplier of any part of the System or any operator of the System.
- 18.18 CSFHK makes no express or implied guarantee, warranty or representation of any kind whatsoever in relation to any Third-party Supplied Part, or to the Customer’s choice or use of such Third-party Supplied Part, including, without limitation, as to the suitability or otherwise of such Third-party Supplied Part for the Customer’s use or as to the availability, accuracy, capabilities, performance or integrity of such Third-party Supplied Part, and none of CSFHK’s representatives has authority to agree to the contrary. To the extent permitted by Applicable Laws and Regulations, all representations and warranties, express or implied, statutory or otherwise, as to such matters are hereby expressly excluded.
- 18.19 The Customer understands that due to unpredictable traffic congestion, openness and public nature of Internet and other reasons, Internet may not be a reliable medium of communication and that such unreliability is beyond the control of CSFHK. This may subject transactions to delays in transmission, incorrect data transmission, delays in execution or execution of Instructions at prices different from those prevailing at the time Instructions were given, misunderstanding and errors in any communication between CSFHK and the Customer, transmission blackouts, interruptions and other consequences, which the Customer accepts in full if he opts to use the Services.
- 18.20 CSFHK may, from time to time, impose such restrictions or limits on (where CSFHK is the Supplier) the Customer’s use of the System or on (regardless of whether or not CSFHK is the Supplier) the type of Electronic Instructions or other communications which the Customer may transmit to CSFHK, and which CSFHK may accept, via the System, as CSFHK, in its sole discretion, determines.
- 18.21 Any record maintained by CSFHK relating to the Electronic Instructions and information communicated via the System shall be conclusive evidence of such, save in the case of manifest error, and shall be the property of CSFHK.
- 19. Default**
- 19.1 Upon the happening of any one of the following events, each an “Event of Default”:
- if, in CSFHK’s opinion, the Customer has breached or failed to perform any terms of the Agreement;
  - if any representation, warranty or undertaking given by the Customer to CSFHK was when given or hereafter becomes incorrect in any respect;
  - a petition for bankruptcy is filed against or an order is made or resolution passed for the voluntary or compulsory winding up of the Customer, or a meeting is convened to consider a resolution that the Customer should be so wound up, or the Customer makes or proposes any arrangements or compositions for the benefit of any of its creditors;
  - if the Customer merges or consolidates with any person that is not an affiliate of the Customer or sells all or a substantial portion of its business or assets;
  - any warrant or order of attachment, execution or distress or equivalent order is issued against any of the accounts of the Customer with CSFHK or any of CSFHK’s Affiliates;
  - any third party asserts a claim in respect of any Futures Contract, Option Contract or monies or other assets in the Account;
  - CSFHK considers it necessary to protect the interests of CSFHK because of the Customer’s failure to maintain the Margin requirements or otherwise;
  - CSFHK considers it necessary to comply with Applicable Laws and Regulations;
  - in CSFHK’s opinion, there occurs any material adverse change in the business, financial or other conditions or circumstances of the Customer which may prejudice its ability to perform its obligations under the Agreement;
  - it shall become unlawful for the Customer to maintain the account(s) or to perform any of its obligations under the Agreement; or
  - where the Customer is an individual, he dies or otherwise become mentally incapacitated,
- all amounts owing by the Customer to CSFHK shall become immediately due and payable and CSFHK shall be entitled and may, in its absolute discretion, without notice or demand and without prejudice to any other rights or remedies available to CSFHK, forthwith to:
- cancel any outstanding Instructions for the purchase or sale of Futures or Option;
  - close out any open positions held by CSFHK on behalf of the Customer and make or take delivery of Commodities pursuant to the relevant Futures Contract or Option Contract;
  - borrow or purchase any Commodity required to be delivered under any open Futures Contract on behalf of the Customer;
  - exercise any Option held by CSFHK on behalf of the Customer;
  - sell or otherwise dispose of in such manner as CSFHK thinks fit all or any part of the Margin or any other assets held by CSFHK on behalf of the Customer which are not in the form of cash; and/or
  - exercise any of its rights under the Agreement.
- 19.2 CSFHK shall not be obliged to deliver to the Customer any amount of the underlying Commodity or any money to the Customer in respect of any Futures Contract or Option Contract until all sums due from and liabilities of the Customer to CSFHK in respect of any such contract or otherwise howsoever in accordance with the terms of the Agreement have been satisfied or discharged to the satisfaction of CSFHK.
- 19.3 After CSFHK has taken any action referred to in Clause 19.1, CSFHK will give notice to the Customer as soon as practicable.
- 20. Investment Information**
- 20.1 Subject to Clause 10, the Customer fully understands that any transaction effected by the Customer shall be made solely upon exercise of his own judgment and at his own discretion notwithstanding any information, suggestion or documents CSFHK or its Affiliates may have provided to the Customer.
- 20.2 The Customer agrees that CSFHK will not be liable for the timeliness or any inaccuracy or incompleteness of any information provided by CSFHK or the performance or outcome of any transactions effected by the Customer by reference to or relying on such information.
- 21. Termination**
- 21.1 The Agreement may be terminated by either party by giving not less than two business days’ (other than a Saturday) prior written notice to the other party. Notwithstanding the aforesaid, CSFHK may terminate the Agreement immediately upon the happening of any of the events referred to in Clause 19.1. Termination of the Agreement shall not affect any instruction executed by CSFHK or prejudice or affect any rights, powers, duties and obligations of either party accrued prior to the termination.
- 21.2 Upon termination of the Agreement, the Customer shall immediately repay to CSFHK any amounts due or owing to it together with all interest accrued thereon and CSFHK may take such action referred to in Clause 19.1 as it deems fit.
- 22. Notice**
- 22.1 Any notice or other communication to be given or made pursuant to the Agreement by CSFHK to the Customer may be made by personal delivery, prepaid post (airmail if overseas), electronic means or facsimile and shall be deemed to have been duly served:
- if delivered personally, at the time of delivery;
  - if sent by prepaid post, 48 hours or 96 hours (if by air mail) after posting; and
  - if sent by facsimile, at the time of issuing of a transaction report indicating that the fax was sent in its entirety.
- Any such notice or communication shall be sent to the Customer at the address, facsimile number or e-mail address set out in the Customer Information Statement or such other address, facsimile number, e-mail address or through other means as CSFHK may agree from time to time upon receiving the Customer’s notification for the purpose of this clause.
- 22.2 Any notice or communication made or given by the Customer to CSFHK will be sent at his own risk and will be effective only upon actual receipt by CSFHK.
- 22.3 Where the Customer has agreed that CSFHK may send any notice, contract notes, confirmations, periodic statements and communication (if any) to the Customer in electronic form (“**Electronic Communication**”), and the Customer agrees to accept and bear all the risks associated with the sending and receiving of the Electronic Communication, including but not limited to the risks as follows:
- communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media is, inherently an unreliable medium and may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to, where applicable, unpredictable traffic congestion, the public nature of the media used or other reasons;
  - communication, sending and receiving of the Electronic Communication conducted through the internet or other electronic media may not be executed or may be delayed; and
  - subject to the obligations of CSFHK under the PDPO, communication and sending and receiving of Data through the internet or other electronic media may be accessed by unauthorized third parties,
- and the Customer acknowledges and agrees that neither CSFHK, nor its Affiliates, nor the Relevant Persons will assume any liability or responsibility to the Customer or to any other person for any consequences arising therefrom or in connection therewith and hereby waives all the rights of making any claims against CSFHK, its Affiliates and/or the Relevant Persons in connection therewith.
- 22.4 Notwithstanding any other provisions of this Agreement, in relation to but not limited to the following, CSFHK may also notify the Customer through other channels as appropriate from time to time, including but not limited to via the website of CSI or through the Customer’s online trading terminal:
- changes or amendments to applicable trading rules, CSFHK’s Margin requirements, transaction fees, other types of trading and settlement information, trading system, quote system or website; and
  - information specifically related to the Customer, such as transaction settlement reports, notices of margin calls, notices of forced liquidation, notices of individual changes in Margin and/or any type of transactional and settlement information.
- 22.5 The Customer acknowledges and agrees that CSFHK will have discharged its obligations to notify the Customer of relevant information where it issues any notice or communication via the means contemplated in this Clause 22.
- 22.6 If the Customer has asked CSFHK to provide hold-mail service, the Customer authorizes and agrees CSFHK to receive and hold on behalf of the Customer all notices, communications, contract notes, confirmations, periodic statements and receipts to be sent to the Customer hereunder until they are collected by the Customer or the authorized representative of the Customer. The Customer undertakes to collect promptly any such notices, communications, contract notes, confirmations, periodic statements and receipts and any uncollected items may be disposed of by CSFHK as it deems fit. The Customer accepts all consequences of and risks associated with the hold-mail service, including, without limitation, risks of delay, error, fraud or forgery. The Customer hereby agrees to fully indemnify CSFHK against all Loss in connection with the provision of hold-mail service.
- 23. Joint Accounts and Partnerships**
- 23.1 Where the Customer consists of more than one individual (each a “**joint account holder**”), the Account shall be a joint account with the right of survivorship. Upon the death of any joint account holder, the interest of the deceased joint account holder in the Account will ensure to the benefits of the surviving joint account holder(s).
- 23.2 The liabilities of each joint account holder in connection with the Agreement shall be joint and several.
- 23.3 The death of any one joint account holder does not operate to terminate the Agreement unless there remains no surviving joint account holder.
- 23.4 Any notice, payment or delivery by CSFHK to any one of the joint account holders shall be a full and sufficient discharge of CSFHK’s obligations to notify, pay or deliver to the Customer under the Agreement.
- 23.5 In the event of any joint account holder being mentally incapacitated or if a bankruptcy order or winding up order is made against any joint account holder or if the operation of the Account is affected by any court order or notice from any competent authority against any joint account holder, the operation of the Account (including the withdrawal or transfer of funds or assets from the Account) will be suspended until an administrator or receiver is appointed or the consent of the receiver or Official Receiver is obtained or the court order is discharged or the relevant notice is removed (as the case may be).

- 23.6 Where the Customer is a partnership:
- (a) the Agreement shall be binding on the partners of the partnership from time to time jointly and severally notwithstanding any change in the constitution or name of the partnership, or any change in the partners by reason of death, bankruptcy, retirement or admission of any new partner, or any modification or termination of any powers of any partner;
  - (b) each partner shall be bound even though any other partner or any other person intended to be bound by the Agreement is not;
  - (c) CSFHK shall be entitled to deal separately with a partner on any matter, including the release or discharge of the liability of that partner to any extent, without affecting the liability of any other partner; and
  - (d) no partner shall be entitled to the rights or remedies of a surety as regards the liability or obligations of another partner.

## 24. General Provisions

- 24.1 Time shall in every respect be of the essence under the Agreement.
- 24.2 The Customer hereby confirms that he has received and read the English and/or Chinese versions of the Agreement and that the Customer understands and accepts the terms of the Agreement (including the Privacy Policy Statement and the applicable Risk Disclosure Statement). In the event of discrepancy between the English version and the Chinese version of the Agreement (including the Privacy Policy Statement and the applicable Risk Disclosure Statement), the English version shall prevail.
- 24.3 If any one or more of the provisions contained in the Agreement shall be deemed invalid, unlawful or unenforceable in any respect under any Applicable Law or Regulation, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
- 24.4
- (a) The Agreement shall benefit and be binding on CSFHK and the Customer and their respective successors, and any assignee or transferee of some or all of CSFHK's rights or obligations under the Agreement.
  - (b) The Customer may not assign or transfer all or any of his rights or obligations under the Agreement without the prior written consent of CSFHK.
  - (c) CSFHK may, without the Customer's consent, transfer and assign all or part of its rights, benefits and obligations under the Agreement and disclose to a potential transferee or assignee or any other person proposing to enter into contractual arrangements with CSFHK in relation to the Agreement such information about the Customer, the account(s) and the Customer's transactions as CSFHK may think fit for the purposes of such contractual arrangements.
- 24.5 Failure or delay in exercising any rights, power, remedies or privilege by CSFHK in respect of the Agreement shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power, remedies or privilege preclude CSFHK from further exercise, enforcement, or the exercise or enforcement of any other right, power, remedies or privilege hereunder.
- 24.6 The Customer agrees that the data (including any Data) requested by CSFHK in the Customer Information Statement or otherwise from time to time is necessary for CSFHK to provide the services to the Customer under the Agreement. If the Customer fails to provide the same to CSFHK, CSFHK may not be able to provide or continue to provide such services to the Customer. The Customer may always contact their Sales/ Account Executive/ client services officer to gain access to and request correction or amendment to such data (except for personal data). Any request in relation to Data should be directed to the data protection officer whose details are set out in the Privacy Policy Statement. Such data together with any other data of the Customer obtained by CSFHK from time to time may be disclosed to such persons and may be used for such purposes as are respectively set out in the Privacy Policy Statement. Without prejudice to the foregoing, CSFHK may, if requested by any Regulator (including HKFE or SFC), provide to such Regulator details of the account(s) in order to assist it with any investigation, examination or enquiry it is undertaking or proposes to undertake.
- 24.7 The Customer acknowledges and agrees that CSFHK may appoint any person as its agent ("debt collection agent") to collect any amount due by the Customer to CSFHK under the Agreement in the event of any default by the Customer and the Customer shall be responsible for all reasonable costs and expenses which may be incurred by CSFHK for that purpose on each occasion up to such extent as may be permitted by any Applicable Laws or Regulations. Further, CSFHK shall have, and the Customer admits and agrees that CSFHK does have, the right to disclose to the debt collection agent any of the Customer's Data for that purpose in the event of any default.
- 24.8 Neither CSFHK, its Affiliates nor the Relevant Persons shall be liable for any delay or failure to perform obligations and any Loss resulting therefrom so long as they have acted in good faith in the absence of gross negligence, fraud and willful default. Moreover, neither CSFHK, its Affiliates nor the Relevant Persons shall be held responsible for any Loss or any consequences resulting whether directly or indirectly from any events or circumstances beyond their control including without limitation government restrictions, imposition of emergency procedures, exchange ruling, third party's conduct, suspension of trading, war, strike, market conditions, civil disorder, acts or threatened acts of terrorism, or natural disasters.
- 24.9 The Customer acknowledges that he has been advised of the full name of the representative of CSFHK primarily responsible for the Customer's affairs and particulars of the licence or registration maintained by such representative (including the CE number) pursuant to the Ordinance. CSFHK will notify the Customer of any change of such responsible representative.
- 24.10 No provision of the Agreement shall operate to remove, exclude or restrict any rights and obligations of the Customer or CSFHK under the Applicable Laws or Regulations of Hong Kong except to the extent permitted thereunder.
- 24.11 All sums payable by the Customer to CSFHK under the Agreement shall be paid on the relevant due dates or on demand by CSFHK in immediately available funds free from any conditions or encumbrances in the currency of the indebtedness. All such payments shall be made in full without set off or counterclaim and free and clear of and without any deductions or withholdings for or on account of any present or future taxes, imposts, duties or other deductions or withholdings of any nature whatsoever. If any payment to be made to CSFHK is subject to any tax, deductions or withholdings (other than tax on CSFHK's income), then the Customer will forthwith pay to CSFHK such additional amounts as may be necessary to ensure that CSFHK's receipt is equal to the amount which CSFHK would otherwise have received had there been no such tax, deductions or withholdings.
- 24.12 The Agreement revokes and supersedes all previous mandates and agreements. Subject to contrary arrangements in writing between the Customer and CSFHK, any account subsequently opened by the Customer with CSFHK will be operated subject to the Agreement.
- 24.13 CSFHK undertakes to notify the Customer of any material change to the margin requirements (including interest charges, margin calls and the circumstances under which the Customer's positions may be closed out without the Customer's consent). The Customer undertakes to notify CSFHK of any material change to the information provided by the Customer to CSFHK in the Customer Information Statement or otherwise in connection with the Agreement.
- 24.14 No provision of these Terms and Conditions is enforceable under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) by a person who is not a party to these Terms and Conditions, other than by the Affiliates of CSFHK and their Relevant Persons. Any rights conferred on third parties by these Terms and Conditions exclude the third parties' right to assign, and their consent is not required to rescind or vary these Terms and Conditions.
- 24.15 The Customer's agent is authorized by the Customer to perform civil acts on its behalf, and the agent is accountable to the Customer. Civil acts performed by an agent in the Customer's name within the scope of the agency shall be regarded as being performed by the Customer himself. The Customer shall bear all liabilities arising out of the act of the agent under the agency.

## 25. Amendment

- 25.1 CSFHK shall be entitled to add, amend or delete the provisions of the Agreement (including any of these Terms and Conditions) at any time. Any amendments will be on the CSFHK website. CSFHK will notify the Customer of any material changes to the Terms and Conditions, although it is the Customer's responsibility to ensure that the Customer is referring to the current version of the Terms and Conditions.

## 26. Governing Law and Applicable Regulations

- 26.1 The Agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of Hong Kong.
- 26.2 The Customer hereby submits to the non-exclusive jurisdiction of the Hong Kong courts in the event of any dispute arising out of the Agreement. Such submission shall not prejudice CSFHK's right to commence action against the Customer in any other court of competent jurisdiction.
- 26.3 If the Customer is an individual resident or a company incorporated outside Hong Kong, the Customer hereby appoints the process agent as set out in the Customer Information Statement to be his process agent to receive all notices and communications relating to any legal proceedings involving the Customer, and the Customer agrees that any service of any legal process on such process agent shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts. Without prejudice to the validity of the appointment of the process agent pursuant to the foregoing sentence or the validity of the service of legal process on such process agent, to the extent that the Customer has provided to CSFHK an address in Hong Kong in the Customer Information Statement or pursuant to Clause 22 (the "Hong Kong Address"), the Customer agrees that service by way of post or delivery to the Hong Kong address shall constitute sufficient service on the Customer for the purpose of legal proceedings in the Hong Kong courts.

## 27. Arbitration

- 27.1 At the sole option and absolute discretion of CSFHK, any dispute, controversy or claim arising out of or relating to the Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force subject to any amendment specified in this Clause. The appointing authority shall be Hong Kong International Arbitration Centre ("HKIAC"). The place of arbitration shall be in Hong Kong at HKIAC. There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of the Agreement including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English.

## SCHEDULE 1

### Risk Disclosure Statement

This brief statement does not disclose all of the risks and other significant aspects of trading in Futures and Options. In light of the risks, the Customer should undertake such transactions only if he understands the nature of the contracts (and contractual relationships) into which he is entering and the extent of his exposure to risk. Trading in Futures and Options is not suitable for many members of the public. The Customer should carefully consider whether trading is appropriate for him in light of his experience, objectives, financial resources and other relevant circumstances.

#### 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.

#### Risk of Margin Trading

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

#### Risk of Customer's Assets Received or Held outside Hong Kong

The Customer's assets received or held by CSFHK outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Ordinance 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.

#### Risk of providing an Authority to Hold Mail or to Direct Mail to Third Parties

If you provide CSFHK 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.

### Futures

#### Effect of 'Leverage' or 'Gearing'

Transactions in Futures carry a high degree of risk. The amount of initial margin is small relative to the value of the Futures Contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with CSFHK 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.

#### Risk-reducing orders or strategies

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

### Options

#### Variable degrees of risk

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

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

Selling ("writing" or "granting") Options 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 against him. The seller will also be exposed to the risk of the purchaser exercising the Options and the seller will be obligated to either settle the Options in cash or to acquire or deliver the underlying interest. If the Options is on a Futures Contract, the seller will acquire a position in a Futures Contract with associated liabilities for margin (see the section on Futures above). If the Options is "covered" by the seller holding a corresponding position in the underlying interest or a Futures Contract or another Option, the risk may be reduced. If the Option is not covered, the risk of loss can be unlimited.

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

#### Additional Risks Common to Futures and Options

##### Terms and conditions of contracts

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

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

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold Options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the Futures, and the underlying interest and the 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.

##### Deposited cash and property

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which 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.

##### 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.

##### Transactions in other jurisdictions

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

##### 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.

##### 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 exchange, the clearing house and/or participant firms. Such limits may vary: you should ask CSFHK for details in this respect.

##### Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also 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.

##### Off-exchange transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. CSFHK 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.

## SCHEDULE 2

### Disclaimers for Trading Hang Seng Indices Futures & Options

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

#### 1. HANG SENG INDICES FUTURES DISCLAIMER

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 or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Futures Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any 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 of them in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, HSDS and/or HSI.

#### 2. HANG SENG INDICES OPTIONS DISCLAIMER

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 option contracts based on such indices respectively and may from time to time grant to the Exchange corresponding use of any other Hang Seng Indices for the purposes of and in connection with option contracts based on such other Hang Seng Indices (collectively, "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 or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSI in respect of the use of the Hang Seng Indices or any of them for the purposes of and in connection with the Option Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any participant of 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.

#### 3. HK EXCHANGE DISCLAIMER

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



# **中信証券期貨（香港）有限公司**

## **CITIC Securities Futures (HK) Limited**

期貨及期權買賣條款

# 期貨及期權買賣條款

## 致：中信証券期貨（香港）有限公司

香港中環添美道1號

中信大廈26樓

證券及期貨條例（香港法例第571章）的持牌法團，獲准許經營第二類

（期貨合約交易）規管活動

中央編號：AHR752

香港期貨交易所有限公司參與者（期貨佣金商人）

本人／本公司等（簡稱「客戶」）特此同意，下列條款及條件（「條款及條件」）適用於中信証券期貨（香港）有限公司（「中信証券期貨香港」）或「我們」，按其／我們的絕對酌情權不時向客戶／閣下／敝提供的所有期貨及期權及相關服務。

本不時修訂及／或補充之條款及條件（以及任何附件）及由客戶或其代表填寫的《客戶資料表格》以及就有關交易發出的任何確認書、成交單據、條款書及認購文件（或類似性質的文件）（合稱「協議」）構成具法律約束力的合同，並在客戶給予指示時或通過向本行作出買賣指令後生效。中信証券期貨香港可不時按其絕對酌情決定全部或部分修改本條款及條件。更新版本可見於中信証券期貨香港的網頁 [www.citics.com.hk](http://www.citics.com.hk)。

### 1. 定義及釋義

1.1 在此等條款中，除文義另有所指外，下列詞語及詞句應具下列含義：

「**戶口**」指客戶不時為與商品、期貨合約及／或期權合約買賣、交易或其他處置方式有關的使用而在中信証券期貨香港開立及維持的戶口（不論以姓名、號碼或其他方式指定開立的）；

「**帳戶資料**」指任何關於帳戶的資料，包括但不限於帳戶號碼、帳戶結餘或價值、帳戶的總收入和收支；

「**聯屬人**」就任何特定一方而言，指任何法律實體而在任何時間，此實體直接或間接控制該特定一方、受該特定一方直接或間接控制或與它受到共同控制；

「**適用法律法規**」指：(i) 任何適用的本地或外地法律、憲法、法例（例如該條例）、法規、付款要求、指示、指引、守則、實務守則（例如證監會的操守準則）、指引說明、規則、附例、慣例和相關市場、政府或監管機構、交易所、結算所及／或其他機構的慣例、使用、裁斷、解釋、標準、徵費及／或行政要求（包括與兩個或以上司法管轄區的政府或監管機關之間訂立的政府與政府間的協議有關的）；及(ii) 中信証券期貨香港（或任何其他中信証券國際集團公司）與任何司法管轄區的任何政府或稅務機關之間的協議（包括但不限於任何其他中信証券國際集團公司按照 FATCA 而簽訂的任何協議）。

「**被授權人**」指已經被客戶指定或按有關公司或其他程序由客戶正式授權（有關文件須呈交中信証券期貨香港並須獲得其接納以茲證明）代其執行與本協議有關事宜之人士。在中信証券期貨香港未收到客戶合適的書面通知撤銷該項授權前，該等人士應為有效之被授權人。客戶如屬個人，除客戶另行通知中信証券期貨香港外，則被授權人應包括客戶本人。「被授權人」一詞亦指多位被授權人中的任何一位；

「**現金保證金**」指客戶於任何時間及不時存入中信証券期貨香港作為保證金的任何及所有現金、款項及金額（包括任何附帶的應計利息）；

「**押記**」指按第7條規定訂立的現金保證金的保證；

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

「**客戶款項規則**」指證監會按照該條例第149條訂立並不時修訂之《證券及期貨（客戶款項）規則》（香港法例571I章）；

「**客戶款項常設授權**」指客戶賦予中信証券期貨香港之客戶款項常設授權。該客戶款項常設授權根據第16條的條款訂立，並經不時修訂或補充。

「**平倉合約**」指下列其中之一：

- 客戶就一期期貨合約或期權合約訂立代表相同數量及性質的相關商品並在同一日期收但以前相反持倉的另一相應期貨合約或期權合約，以取消早前的合約及／或結算該早前合約的利潤或損失；或
- 一份按照相關結算所的規則被視為平倉合約的期貨合約或期權合約；而「平倉中」、「平倉」或「已平倉」均應據此解釋。

「**中信銀行國際**」指中信銀行（國際）有限公司；

「**商品**」指任何貨幣、證券、匯率、利率、指數（不論是股票指數或其他指數）、實質資產（包括金屬、貴重金屬、礦產、農產品、石油、能源及土地）及／或財產；

「**賠償基金**」指根據該條例所成立之投資者賠償基金；

「**中信証券國際**」指中信証券國際有限公司；

「**各中信証券國際集團公司**」指中信証券期貨香港在 FATCA 下的任何聯屬實體；而「**中信証券國際集團公司**」則指他們任何之一；

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

「**客戶資料表格**」指中信証券期貨香港不時指定格式並載有中信証券期貨香港為本協議的施行而需要的客戶資料的客戶資料表格；

「**資料**」指是指任何指以電子或其他方式記錄並已識別或可識別的自然人有關的各種個人信息，從中可以直接或間接確定個人身份，但不包括已匿名化的信息；

「**資料保護法**」是指與資料的收集、使用、披露和安全相關的所有不時修訂或更新的適用法律、法規、指南、業務守則、判決，包括但不限於私隱條例。

「**電子指示**」具有本條款及條件第18.2條給予的涵義；

「**違約事項**」具有本條款及條件第19.1條給予的涵義；

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

「**FATCA**」指美國的《1986年國內稅收法》（不時修訂、修改及／或補充）第1471至1474條以及任何聯屬、類似或相似的法例、條約、政府與政府間的協議、法規、指示或不論香港以內或以外的任何管轄區的任何機關的其他官方指引。

「**期貨合約**」指具有以下效力之合約：

- 一方當事人承諾在雙方約定在將來時間及以約定的價格，交付與另一方當事人雙方約定之商品或約定數量的商品；或
- 雙方同意在將來的時間根據約定的商品當時之價值升跌或是否高於或低於（視情況而定）與簽訂合約時雙方協定之價值而作出調整，有關差額將根據在訂立該合約之交易所規則決定；

就上述的每個個案而言，不論有關商品是否可予交付，及「期貨」應據此解釋。

「**期交所**」指香港期貨交易所有限公司；

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

「**期交所規則**」指期交所不時修訂、補充及／或變更的規則、規定及程序；

「**香港**」指中華人民共和國香港特別行政區；

「**身份資料**」具有本條款及條件第3.3條給予的涵義；

「**指示**」是指中信証券期貨香港真誠地相信是由客戶或被授權人就賣出或買入任何期貨合約或期權合約及／或其他產生自協議或與協議有關的責任的保證的現金、證券、擔保及／或其他中信証券期貨香港認為可接受的抵押品，而其數量、價值及形式由中信証券期貨香港決定；

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

「**保證金**」指中信証券期貨香港要求提供予中信証券期貨香港作為客戶履行任何期貨合約或期權合約及／或其他產生自協議或與協議有關的責任的保證的現金、證券、擔保及／或其他中信証券期貨香港認為可接受的抵押品，而其數量、價值及形式由中信証券期貨香港決定；

「**款項**」具有本條款及條件第16.1條給予的涵義；

「**綜合戶口**」指客戶在中信証券期貨香港開立的戶口，而中信証券期貨香港已獲通知該戶口是為客戶的一位或多位顧客（而非客戶本身）操作；

「**期權合約**」指該等合約，其中一方當事人依據此合約賦予另一方當事人在雙方同意之將來日期之前或（視乎情況而定）當擁有該權利的一方選擇時，在雙方同意之將來日期當天行使選擇以雙方事先同意的價格或數量認購或（視乎情況而定）處置任何商品，不論有關商品是否可予交付，而「期權」應據此解釋；

「**該條例**」指《證券及期貨條例》第571章及根據該等法例所不時修訂、修改或取代之附屬法例；

「**私隱條例**」指香港法例第486章《個人資料（私隱）條例》及據此而作並不時修訂、修改或更替的任何附屬立法；

「**私隱政策聲明**」是指中信証券期貨香港不時發出、修改及補充的個人資料的保護政策、通告及／或有關個人資料的通知，及在中信証券期貨香港網站上刊載的「私隱政策聲明」。

「**相關人士**」具有本條款及條件第3.2條給予的涵義；

「**該等服務**」具有本條款及條件第18.1條給予的涵義；

「**結算戶口**」指客戶資料表格中客戶指定作為結算戶口的銀行戶口或客戶不時以書面通知中信証券期貨香港的其他銀行戶口；

「**證監會**」指香港證券及期貨事務監察委員會；

「**證監會操守準則**」指經不時修訂、補充及／或變更的《證券及期貨事務監察委員會持牌人或註冊人操守準則》；

「**供應商**」具有本條款及條件第18.2條給予的涵義；

「**系統**」具有本條款及條件第18.2條給予的涵義；

「**第三者供應物件**」具有本條款及條件第18.2條給予的涵義；

「**最終受益人**」具有本條款及條件第3.3條給予的涵義；以及

「**雙價調整**」指客戶就戶口中之每份未平倉期貨合約及／或期權合約以每日結束時收市價為基準每日計算之應付予中信証券期貨香港之款項。

1.2 單數詞應包括其複數詞，反之亦然；任何陽性詞、陰性詞和中性詞應包括其陽性詞、陰性詞和中性詞。對人士的提述包括個人、商號、獨資企業、合夥商號及公司。

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

1.4 對條文的提述應解釋為對不時修訂及於當時生效的本條件及條款的條文的提述。

1.5 本條件及條款加入的標題僅供參考，不應影響本條件及條款規定的含義或詮釋。

## 2. 戶口

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

2.2 客戶若是個人應在開戶前按財務和心理的角度評估其風險承受水準。

2.3 若客戶已將一份已簽署的本協議的實物文本、中信証券期貨香港所要求的客戶身份證明文件及簽發予中信証券期貨香港數額由中信証券期貨香港規定於香港持牌銀行開立的客戶戶口提款的支票（支票上附有身份證明文件上顯示的客戶的姓名及與客戶資料表格中簽署相符的簽署）送交予中信証券期貨香港，中信証券期貨香港或可接受客戶開立戶口的申請而毋須客戶親身到中信証券期貨香港的辦事處。不論本第2.3條所述，中信証券期貨香港可以要求客戶親臨其辦事處以在開立戶口前核證身份。但若中信証券期貨香港未有要求客戶親臨其辦事處，戶口將在客戶的支票獲結算後方始啟用。

## 3. 客戶身份及資料

3.1 客戶應使用正確合法的身份開立戶口。

3.2 中信証券期貨香港、其聯屬人和他們各自的董事、股東、高級人員、僱員、代表或代理（合稱「**相關人士**」）獲授權自行或指示他人就客戶、其當事人及／或所有關於或附帶於協議的事情進行任何檢查及查詢（包括但不限於查明或核實客戶的財務狀況和投資目標、信貸調查、盡職調查及／或關於任何法律及／或監管調查的檢查和查詢）並就此而接觸任何相關各方，包括客戶的銀行。在符合本條款及條件第24.6條和客戶在私隱條例下的權利下，中信証券期貨香港、其聯屬人和相關人士獲授權披露所取得的任何此等信息給：

- 任何交易所、市場、結算所、官方機構或規管機構、證券及期貨監察委員會、或其他團體、人士或機構不論是否因法律、法令或適用於中信証券期貨香港及其聯屬人者的規定有所要求（包括期交所及／或證監會）（合稱「**監管機構**」），以便達致與本協議有關的任何目的，或協助該監管機構進行其調查、查詢或審查；
- 其任何分公司或任何聯屬人或相關人士；
- 中信証券期貨香港及其聯屬人的任何專業顧問；及
- 關於履行指示或中信証券期貨香港在協議下對客戶負有的義務的任何第三者服務提供者、經紀、代理、保管人、存管處或類似機構。

3.3 在本協議中：

- 「**最終受益人**」一詞指就本協議中中信証券期貨香港為客戶進行或將進行的任何交易而言的下列個別或每個人士，該人士(i)為委託人，客戶在該交易中作為該人士的代理人，或(ii)享有該等交易的商業或經濟利益及／或承擔其商業或經濟風險，或(iii)最終負責為該等交易發出指示；及

- 「**身份資料**」一詞，就任何人而言，指該等人士的真實及全部的身份證明，包括該等人的別名、地址、職業、及聯絡詳情。

3.4 在不違反第 3.2 條一般性的原則下，客戶同意，如果中信證券期貨香港、其聯屬人及/或相關人士已從監管機構接獲要求或查詢，包括關於與協議有關的交易的要求或查詢時，以下條文將適用：

(a) 客戶應在收到中信證券期貨香港的要求後即時向中信證券期貨香港、相關聯屬人及/或監管機構提供所要求的資料，包括 (i) 客戶；(ii) 客戶在該戶口為其進行交易（不論是是否按全權委託基準）的當事人；及 (iii) 該宗交易的最終受益人（或如與最終受益人不同並為客戶所知，就該宗交易作出指示的一方）的身份資料、任何帳戶資料、財務及其他資料；

(b) 如客戶為某集體投資計畫、全權委託帳戶或全權委託信託進行交易，客戶應在中信證券期貨香港作出要求後即時向中信證券期貨香港、其聯屬人及/或監管機構提供該集體投資計畫、全權委託帳戶或全權委託信託以及最終就該宗交易代表該集體投資計畫、全權委託帳戶或全權委託信託作出指示的人的身份資料；

(c) 如客戶為某集體投資計畫、全權委託帳戶或全權委託信託進行交易，客戶應在其代表該計畫、帳戶或信託投資的委託遭推後儘快可行的時間通知中信證券期貨香港。客戶並應在中信證券期貨香港要求後即時向中信證券期貨香港、其聯屬人及/或監管機構提供最終於該宗交易作出指示或（如適用者）給予任何指示導致作出該等指示的人的身份資料；

(d) 如果客戶知悉其客戶為相關客戶的中介人，而並不知悉為其進行交易的該相關客戶的身份資料，彼確認：(i) 彼與其客戶已作出安排，於被要求時有權即時從客戶取得第 3.4(a)、(b) 及 (c) 條列明的資料，或促使取得該等資料；及 (ii) 彼將應中信證券期貨香港的要求，就有關交易即時向其發出進行交易指示的客戶，要求取得該等資料，並於從其客戶取得或促使取得該等資料後，隨即向中信證券期貨香港、其聯屬人、相關人士及/或監管機構提供該等資料；及

(e) 如果客戶處於具備客戶保密法的司法管轄區，彼同意根據此第 3 條披露資料。如果客戶代表其顧客行事，而有關保密法禁止作出披露，客戶將促使取得該宗交易最終受益人的同意，根據此第 3 條披露任何的資料。此外，客戶作為中信證券期貨香港的一名客戶，同意豁免任何適用客戶保密法例所提供的保障，或客戶作為一名對手方或中介人，同意促使相關之交易最終受益人對該等保障作出書面豁免。

3.5 另外，客戶承諾在中信證券期貨香港於任何時間及不時要求下向其提供有關客戶或其當事人的身份資料、帳戶資料、財政狀況和中信證券期貨香港要求的任何其他資料（包括任何戶口及/或透過戶口進行的交易的最終受益人的身份資料）。當所提供或與本協議有關的資料有任何重大變化時，客戶及中信證券期貨香港均各自向對方承諾通知對方有關變化。

3.6 客戶在此第 3 條項下的責任於任何交易完成後或本協議終止後依然生效。

3.7 如果客戶未能履行此第 3 條規定的責任，中信證券期貨香港必須按照證監會的要求拒絕代表客戶進行交易。再者，如果中信證券期貨香港未能遵守交易所規則第 606(a) 或 613(a) 條關於客戶交易的披露要求，期交所的行政總裁可要求中信證券期貨香港將任何或全部由中信證券期貨香港代表客戶持有的持倉進行平倉（或要求結算所進行該等平倉）或對由中信證券期貨香港將代表客戶持有的任何或全部持倉徵收保證金附加費。

## 4. 指示及服務

4.1 中信證券期貨香港謹此獲授權按照及依據指示為戶口買入及賣出期貨及期權、將之平倉或以其他方式處置，但中信證券期貨香港擁有全權及絕對酌情權拒絕接受任何指示而毋須給予任何理由，亦毋須因此不接收或履行此等指示或未有通知客戶此等不接收指示之原因而引起或與其有關的損失而負責。在不損前述一般性的前提下，中信證券期貨香港可於以下情況拒絕執行有關指示：

(a) 假如任何指示不清晰、中信證券期貨香港收到矛盾指示、中信證券期貨香港誠心地相信有關指示涉及欺詐、偽造或未授權或若執行該指示會違反對客戶、被授權人及/或中信證券期貨香港的適用法律法規；或

(b) 除非其信納，客戶已向中信證券期貨香港提供足夠而即時可有的資金或商品以結算相關交易。在中信證券期貨香港實際收到不受任何條件或產權負擔規限的相關資金或商品前，此等資金或商品不會被視為即時可有。客戶不可撤銷地授權中信證券期貨香港及其持牌代表簽署或以其他方式令每項指示生效，以結算戶口或按照協議代表客戶執行的期貨或期權交易，包括將淨所得款存入或轉撥至結算帳戶或客戶指定的其他銀行帳戶或安排供親身領取給予客戶的淨所得款支票或將之送交客戶指明的位址，風險由客戶承擔。

4.2 如客戶及/或被授權人由多於一人組成，中信證券期貨香港可接納及進行任何其中一人下達的指示。

4.3 儘管客戶與中信證券期貨香港就規管戶口之操作簽訂之開戶書或其他協議之條款另有規定，中信證券期貨香港獲授權（但並無義務）接納及履行任何客戶透過電話、電子或其他媒介給予的就有關任何期貨及期權交易或戶口之款項轉移或任何關於本協議其他目的指示。任何有關戶口或本協議指示若由任何能報上或鍵入戶口之號碼或中信證券期貨香港編配客戶之私人密碼，並能提供中信證券期貨香港可能需要的其他資料（包括任何號碼證書或號碼簽署）之人士所發出，該指示將視為由客戶發出的適當、有效及對客戶有約束力之指示。

4.4 中信證券期貨香港視所有給予的指示為完全授權及對客戶具約束力，不論該指示當時之情況或該等指示之性質或數額，及該等指示有任何錯誤、誤會、缺乏清晰、傳達錯誤、欺詐、偽造或未被授權（惟由香港具管轄權法院最終及可司法程序確定中信證券期貨香港之嚴重疏忽、欺詐或蓄意過失則屬例外）。客戶同意對中信證券期貨香港有明確責任，以防止其收到欺詐、偽造、錯誤或未被授權的指示。中信證券期貨香港沒有責任查詢指示之真實性或證實發出或登報發出指示人士之身份、權力或真誠。

4.5 客戶茲無條件地及不可撤回地同意按要求全數彌償中信證券期貨香港、其聯屬人及/或相關人士，並確保中信證券期貨香港、其聯屬人及/或相關人士不會（不論是直接或間接）由於按照本條款的規定同意行動及/或執行指示而受損害或蒙受損失。

4.6 中信證券期貨香港為客戶的執行代理人，不會對客戶或代表客戶訂立的任何賣出、買入期貨及期權、將之平倉或以其他方式處置的交易的不價值或特點作任何保證。儘管實文所述，客戶確認及同意中信證券期貨香港可為其本身或其任何聯屬人進行買賣交易，而中信證券期貨香港的董事、高級職員或僱員亦可為其本身進行買賣交易。如果中信證券期貨香港作為一項交易的主體，則將會在有關交易單據中向客戶作出披露。

4.7 中信證券期貨香港可根據其絕對酌情權決定以何種形式透過任何交易所或結算所的參與者或有關市場的經紀或代理或任何其他人士（不論是否以任何形式與中信證券期貨香港有聯繫）為客戶執行客戶的交易。中信證券期貨香港將毋須就源自有關的交易中所獲取的佣金、報酬、利潤或其他利益向客戶作出任何交代。中信證券期貨香港將毋須為該等行動及遺漏該等人士負責上責任。

4.8 客戶承諾：

(a) 確保其私人密碼保持機密及其號碼證書妥善保管；

(b) 若客戶得悉或懷疑有任何未經授權的披露或取得其私人密碼或號碼證書，或有未經允許之交易進行，會按實際情況儘快通知中信證券期貨香港。

4.9 (a) 客戶不會及不會試圖在任何禁止中信證券期貨香港提供服務或禁止客戶使用該等服務或中信證券期貨香港不能對客戶執行此等條款的國家或司法管轄區使用任何中信證券期貨香港的服務；

(b) 客戶確認及同意，彼並不擁有任何市場數據的專有權益，亦不擁有了為了任何服務（包括下列第 18 條提及的電子交易服務）由中信證券期貨香港提供的系統部份組成的電腦軟件存儲的知識產權。客戶亦保證不會及不會試圖對任何與中信證券期貨香港服務有關的任何電腦軟件或部份部分進行還原工程、分拆、解編、改動、損毀、銷毀或以其他方式改動；及

(c) 客戶在通過電子方式使用中信證券期貨香港的任何服務時會採取合理審慎措施，包括但不限於在取用中信證券期貨香港的任何服務完畢時關閉瀏覽器或清除瀏覽器的快取（包

括但不限於電腦上的使用）。

4.10 中信證券期貨香港可接受客戶向中信證券期貨香港遞交並獲中信證券期貨香港認可的核證機關頒發的數碼證書所證明的數碼簽署。中信證券期貨香港可將此數碼簽署視作有關人士的親筆簽名。

4.11 如果有關的數碼證書已在儲存庫內公佈，中信證券期貨香港可假設由客戶或代表客戶遞交之數碼證書內的資料均為正確。

4.12 中信證券期貨香港可按其絕對酌情權決定作出或避免作出中信證券期貨香港認為必要或合宜的任何行動，以符合適用法律法規及/或防止或補救違反適用法律法規，中信證券期貨香港、其聯屬人及/或相關人士均不須就任何行動或無法行事而（不論直接或間接）產生或與此有關的任何中斷、損失及損害向客戶或其當事人負責。再者，中信證券期貨香港為了符合適用法律法規而作出或拒絕作出的任何事情對客戶具法律約束力。

4.13 客戶承諾不參與任何導致中信證券期貨香港、其聯屬人及/或相關人士違反適用法律法規的行為，並應彌償、保護及使中信證券期貨香港、其聯屬人及/或相關人士不受因為或關於客戶違反其於本協議下的任何義務而產生的任何損失、申索、賠償及責任（包括中信證券期貨香港、其聯屬人及/或相關人士合理必要招致的任何費用）所損害。

4.14 客戶不可撤銷地同意對中信證券期貨香港代表客戶及/或按照客戶的指示進行的任何交易全面負責，客戶也不可撤銷地同意對中信證券期貨香港、其聯屬人及/或相關人士完全因為或關於上述交易而招致的所有義務和責任（包括但不限於任何損失）負責。

4.15 客戶確認並同意，中信證券期貨香港可代表客戶及/或按照客戶的指示，與/或通過任何交易所、結算所、機構及/或交易對手（合稱「交易對手」）的任何參與者進行交易。不論中信證券期貨香港是否被交易對手視為任何交易的當事人、主事人、代理人或任何其他身份，客戶同意：(i) 中信證券期貨香港於任何時間在中信證券期貨香港代表客戶及/或按照客戶的指示通過交易對手而進行的交易內作為客戶的代理而行事；(ii) 客戶在任何時間是此等交易的主事人，除非中信證券期貨香港在相關的成交單據內對客戶作出不同披露。

4.16 不論中信證券期貨香港是否被視為交易對手所進行的任何交易的當事人、主事人、代理人或任何其他身份，在中信證券期貨香港、其聯屬人及/或相關人士並無嚴重疏忽、欺詐或故意違約（如經法院司法裁定）的情況下，客戶同意就中信證券期貨香港、其聯屬人及/或相關人士直接或間接關於執行客戶的指示而可能蒙受或招致的所有申索、付款要求、行動、責任、訴訟和損失（包括但不限於全面彌償基準計算的法律費用），按中信證券期貨香港、其聯屬人及/或相關人士要求，全面彌償中信證券期貨香港、其聯屬人及/或相關人士並令其不受損害。

4.17 客戶承認並同意，由交易產生或與本協議有關的任何文件或書面文書的簽名、簽署或交付應被視為包括電子簽名或以電子形式保存記錄，並在香港法例《電子交易條例》（第 553 章）准許的範圍內，該等電子簽名或以電子形式保存記錄具有以墨水親筆簽署的簽名具有相同的法律效力、有效性及/或可執行性。就本協議而言，“電子簽名”包括但不限於由客戶或客戶正式授權的人通過電子郵件、傳真或其他電子傳輸方式親筆簽署的文件的掃描副本、證書頒發機構頒發的數字證書，或使用中信證券期貨香港或其關聯公司發布的應用程序。

## 5. 交易慣例

5.1 中信證券期貨香港、其聯屬人及/或相關人士在適當考慮適用法律法規及對所有客戶是否公平之後，可按其/我們的全權酌情權決定在執行指示時的優先次序。

5.2 若中信證券期貨香港、其聯屬人及/或相關人士未能訂立指示中指定的數量的期貨合約或期權合約，中信證券期貨香港、其聯屬人及/或相關人士可在未有事前知會客戶的情況下，為客戶訂立其/我們認為適合而數量較少的期貨合約或期權合約。客戶應受所訂立的該等合約所約束。

5.3 對於因為通訊設施的損壞、失靈、失常、中斷而導致指示的傳送出現延誤或失敗，或中信證券期貨香港、其聯屬人及/或相關人士無法控制的任何其他延誤或失敗，中信證券期貨香港、其聯屬人及/或相關人士均毋須承擔責任。

5.4 由於環境的限制及/或現貨及期貨價格或市況迅速轉變，中信證券期貨香港、其聯屬人及/或相關人士可能未必能夠全數執行或依照在某個時間的報價或按照「最佳價」或「市價」執行客戶的指示，但客戶仍同意受中信證券期貨香港、其聯屬人及/或相關人士誠心地其進行的有關交易的約束。中信證券期貨香港、其聯屬人及/或相關人士均無須就本條所預期的原因對任何延誤或未能完全執行任何指示而負責。

5.5 取消或修改指示的要求，只可在有關指示獲執行之前作出，並須視乎是否獲中信證券期貨香港、其聯屬人及/或相關人士接納（該接納不應被不合理地拒絕）。如果在中信證券期貨香港、其聯屬人及/或相關人士接納取消指示要求前，有關的指示已經獲全數或部份執行，客戶同意對由中信證券期貨香港、其聯屬人及/或相關人士按照本協議代表客戶進行的有關交易負上全部責任。除非有關取消或修改指示的要求已獲中信證券期貨香港接納，否則該指示於中信證券期貨香港收到指示的交易日當天仍屬有效。若該指示在該交易日結束前未獲執行，該指示將自動失效（中信證券期貨香港另行同意的情况下除外）。

5.6 客戶有責任向中信證券期貨香港查詢其任何指示是否已獲執行。在替客戶執行指示後，中信證券期貨香港將按照適用法律法規的規定向客戶發出交易確認、定期結算，總結客戶的賬戶於結算涵蓋有關期間內透過戶口所進行的交易，以及其其他收據或記錄。但若有有關期間戶口中未有所有收益或開支項目及/或戶口中並無任何結欠或持倉或抵押品，則於中信證券期貨香港不發出任何定期結單。除上述交易確認及結單外，中信證券期貨香港並無義務另行通知客戶其指示是否已獲執行。客戶同意以郵寄或電子媒介接收任何確認書、定期結單、收據或記錄。客戶亦同意其全部責任確保每一交易確認及接納一般傳達所需之時間內收受。如果客戶並未收到有關文件，客戶隨即有責任向中信證券期貨香港查詢和取得該等文件。客戶承諾從中信證券期貨香港收到每一交易確認書後的二十四小時內及在收到定期結單後的七天內核實其準確性，並於有關期間通知中信證券期貨香港交易確認書或定期結單是否存在任何客戶宣稱的差異、遺漏、錯誤。若中信證券期貨香港並無於有關時限內收到客戶任何通知，中信證券期貨香港的記錄及在交易確認書或定期結單中所列明的記錄，在並無任何明顯錯誤及毋須再取得進一步的證據下，將對客戶而言為確證及具約束力。

5.7 客戶茲同意，中信證券期貨香港可就客戶或任何被授權人與中信證券期貨香港之間的交談錄音，而任何該等錄音記錄將構成所記錄的指示或對話之確實的證據及具約束力。

5.8 中信證券期貨香港可在未有通知客戶的情況下，並在符合任何適用法律法規的規定下，將客戶的指示、其他顧客的指示、中信證券期貨香港本身的指示、其聯屬人的指示或與中信證券期貨香港有關的其他人士的指示結合執行。若期貨合約或期權合約數量不足以應付結合指示盤，則交易將按照任何適用法律法規的規定，優先分配予中信證券期貨香港的客戶，然後才分配予中信證券期貨香港本身或其聯屬人或任何關連人士，並應參照中信證券期貨香港收到客戶指示的先後次序行事。

5.9 中信證券期貨香港須應要求，向或促使向客戶提供根據本協議條款指示中信證券期貨香港代為買賣或出售有關衍生產品的詳細說明及任何招股書或其他招股文件。

5.10 客戶確認並同意，中信證券期貨香港可在符合任何適用法律法規的情況下，不論是為中信證券期貨香港本身或代表任何其聯屬人或其他中信證券期貨香港的其他顧客，就任何買賣交易採取與客戶的交易指示相反持倉，但該買賣交易必須是以公平競爭的方式並根據期交所的規例在期交所或透過期交所的設施而執行的，或是透過任何其他商品、期貨或期權交易所的設施並根據該等交易所的規則而執行。

5.11 客戶確認並同意，中信證券期貨香港可（無需得到客戶事先同意）透過代理人及/或直接或間接（包括通過或與中信證券期貨香港一客戶一起）與中信證券期貨香港關聯的對手而代表客戶進行交易，儘管有可能產生利益衝突。中信證券期貨香港也可（無需得到客戶事先同意）代表客戶進行中信證券期貨香港或其聯屬人有直接或間接利益（不論該利益重大與否）之交易，包括但不限於作為另一方代理人，作為當事人出售其財產，從交易中與其他方及/或客戶收取及保留佣金，在知悉其他相關交易情況下執行交易，作為期貨及期權或其他客戶買賣投資的持有人、經銷人或市場莊家，或參與或對期貨及期權相關的資產持有權益。中信證券期貨香港如獲得任何該等利益或在事件中產生實際或潛在利益衝突，應採取一切合理步驟確保客戶在事件中獲得公平對待。

5.12 在交易所進行買賣的期貨及期權交易應受相關市場及交易所的適用法律法規管轄，有關在非期貨交易所經營的市場執行之期貨或期權交易，該等交易須受其他市場的規則、規定、常規及慣例所管制，因此客戶就該等交易所所得之保障程度及形式，可能與期交所規則所提供予客戶之保障程度及形式有明顯之差異。

5.13 中信証券期貨香港並無責任向客戶披露其於代表任何其他人土進行交易時得悉的資料。

## 6. 單一及連續性協議

6.1 本協議為連續性及適用於客戶就本協議之主題事項不與中信証券期貨香港開立之所有戶口。除非另有協議，每項期貨及期權交易須受本協議及有關交易確認書規管。每份交易確認書均應為本協議之補充，並構成本協議的一部分，並受限於本協議的條款。於所有時間，本協議及所有確認書構成本信証券期貨香港與客戶就本協議之主題事項之單一及唯一的協議。

## 7. 保證金及變價調整

7.1 在執行任何指示前，客戶應按中信証券期貨香港所決定及要求的時間，向中信証券期貨香港存入及維持保證金。客戶亦應按中信証券期貨香港不時決定及要求的時間內，向中信証券期貨香港繳付變價調整。除非及直至客戶已存入及維持中信証券期貨香港所要求的保證金及/或變價調整，否則中信証券期貨香港有權拒絕為客戶執行任何指示。中信証券期貨香港可要求較任何交易所、結算所或經紀所訂明的要求更高的保證金或變價調整。保證金或變價調整應由客戶向中信証券期貨香港接納且不受任何條件限制及無債權負擔的資金或其他資產繳付。客戶承諾不會未經中信証券期貨香港事先同意而提取已繳存或支付予中信証券期貨香港的保證金或變價調整。

7.2 客戶須按中信証券期貨香港的要求，在中信証券期貨香港不時決定及規定的時間內存入及維持額外的保證金。任何早前的保證金要求均不應對中信証券期貨香港在任何較後時間改變保證金要求的權利造成限制。保證金要求的變更將適用於所有在中信証券期貨香港建議該要求的生效日期時現存未平倉的期貨合約及期權合約以及所有在中信証券期貨香港建議該要求的生效日後新訂的期貨合約及期權合約。

7.3 若客戶未能在中信証券期貨香港規定的時間內或於繼續保證金及/或變價調整時存入及維持中信証券期貨香港所要求的保證金及/或變價調整，中信証券期貨香港有權將客戶的任何或所有未平倉合約以任何方式並以中信証券期貨香港決定的價格進行平倉，而毋須進一步通知客戶。中信証券期貨香港無責任就客戶未能維持保證金通知客戶。此外，當發生連續兩次（或監管機構可能不時要求的催繳次數）未能在中信証券期貨香港指定的時間就未平倉合約繳付催繳或追收的保證金及變價調整要求，中信証券期貨香港可能需要就有未平倉合約的詳情向監管機構匯報。中信証券期貨香港可能要求比期交所及/或期交所的清算所指定更高的保證金及/或變價調整，及可以就任何未能按本條款及條件的規定滿足中信証券期貨香港指定的期間內繳付保證金及/或變價調整的未平倉合約進行平倉。客戶須為中信証券期貨香港、其聯屬人及/或相關人士如前述將客戶的未平倉合約平倉而帶來的所有損失負責，並須就中信証券期貨香港、其聯屬人及/或相關人士因客戶未能按本條款及條件的規定滿足中信証券期貨香港的保證金繳款及/或變價調整追收而所承擔或蒙受的所有損失（包括彌償全數法律費用），對中信証券期貨香港、其聯屬人及/或相關人士作出彌償。

7.4 在符合適用法律法規的前提下，客戶謹此授權中信証券期貨香港可隨時在未有預先通知客戶的情況下，按其絕對酌情權將所有保證金（或其任何部分）或其代客戶持有的任何其他款項轉賬至任何交易所、結算所或經紀的任何戶口，以讓中信証券期貨香港支付該等交易所、結算所或經紀所追收、要求支付或以任何名義規定的與中信証券期貨香港為客戶執行的期貨或期權交易有關的任何保證金或其他款項。

7.5 保證金及/或變價調整所帶來或會帶來或衍生或會衍產生的任何利息、股息或其他利益應成為保證金的一部分（惟第 9.5 條規定者除外）。

7.6 中信証券期貨香港在任何時候決定的任何保證金的價值及變價調整的金額，於並無明顯誤差下，應為最終、不可推翻及對客戶具約束力。

7.7 客戶（作為受益擁有人）茲此以第一固定押記方式將其現在及未來在現金保證金及給予任何及全部現金保證金的全部權利、所有權、利益、申索及權益作押記，作為客戶準時償付欠負中信証券期貨香港的所有債務及責任（包括所有附帶利息（不論在判決前後）、中信証券期貨香港追討該等債務及債務所產生的費用、收費及開支），以及客戶不時履行的所有其他責任（不論是實質或待確定的、現在或未來、主要或附屬，以及各別或共同的）（「**保證責任**」）的持續保證。

7.8 如果第 7.7 條所訂立的作為第一固定押記的保證基於任何原因失效，該項保證將以第一浮動押記方式生效。本 7.8 條所訂立的任何浮動押記（在附加於及不影響按照一般法律產生的浮動押記之情況下）於發生任何下列事件時，將自動轉為一項具體的固定押記：

- 於召開客戶股東會議，考慮通過一項議決案將客戶清盤；
- 緊接提交客戶清盤呈請前或客戶宣布破產前；
- 如果客戶未能遵守本協議的責任；或
- 如有任何人士徵取扣押或試圖徵取扣押、執行扣押或暫時扣押全部或部分現金保證金。

7.9 在不影響第 7.8 條下，中信証券期貨香港可於任何時間及不時以書面通知客戶，就該通知列明的全部或部分現金保證金，將第 7.8 條訂立的任何浮動押記，轉為一項具體的固定押記：

7.10 當客戶違反任何以下事項時（以較先者為準）：(i) 按付款要求付款；(ii) 客戶欠中信証券期貨香港的任何債務或債項到期時向中信証券期貨香港付款；及(iii) 履行客戶對中信証券期貨香港負有的任何其他義務時，中信証券期貨香港及中信証券期貨香港的任何代名人適用法律法規容許的情況下有權強制執行押記，並獲授權（無須對客戶或任何其他人士提出要求、進一步通知、法律程序或任何其他行動）按其認為合適的方式保留、管有、取用及/或運用現金保證金的全部或部分，用以或用於結清或清付保證義務，而不會有任何限制或申索拘限，中信証券期貨香港、其聯屬人和相關人士均無須以何種方式為該保留、管有、取用及/或運用而產生的任何損失負責。

7.11 客戶在仍有其任何保證責任尚未完全履行之前向中信証券期貨香港承諾：

- 客戶是並應將會是現金保證金的唯一實益擁有人，而該現金保證金並無任何產權負擔（惟根據本協議設定者除外）；
- 按中信証券期貨香港可能作出的要求，於香港或其他地方的登記處登記該押記，並與中信証券期貨香港合作，以便中信証券期貨香港進行該登記；
- 除非是根據中信証券期貨香港的書面指示或經中信証券期貨香港書面同意，否則不會或不嘗試使現金保證金有產權負擔、轉讓、出售、處置或以其他方式處理現金保證金；
- 取得有關押記所需的一切政府及其他批准、授權、許可及同意書並維持其充足的效力及有效性，以及作出或促使作出為履行押記規定的客戶責任所需或合理的一切其他行為或事情；
- 於任何時間按照中信証券期貨香港的要求並由中信証券期貨香港承擔有關費用和開支下，作出及簽署必要的行為或事情及文件，將按照該押記而押記給中信証券期貨香港的任何現金保證金的產權轉讓、完成及/或授予中信証券期貨香港、中信証券期貨香港的代名人或任何人或以其他方式取得該押記的全部利益及完善該押記，否則中信証券期貨香港應獲授權在適用法律法規許可的範圍內代表客戶或其他人或以客戶或其他人的名義採取中信証券期貨香港按其酌情認為合適的行動（以期補救或減低該合約失時的後果），而中信証券期貨香港就此而支出的任何款項應由客戶按要求連同關於所要求支付的款項的違約利息償還給中信証券期貨香港；
- 未獲中信証券期貨香港事先同意前，不會或不嘗試提取全部或部分現金保證金，惟中信証券期貨香港毋須就同意該提取而有義務准許任何進一步提取或以任何方式影響中信証券期貨香港在押記項下的責任或權利，以及該提取權利不得被視為豁免中信証券期貨香港的權利，包括有關現金保證金餘額的權利；
- 不會採取或遺漏採取任何可能影響押記的有效性或中信証券期貨香港根據押記所享權利的行動。

7.12 任何適用法律法規加諸任何即時出售或其他出售權力、出售所得的運用或任何其他權利或按揭的整合或其他產權負擔的限制，均不適用於押記、中信証券期貨香港、或根據押記給予予中信証券期貨香港的任何產權負擔。

7.13 (a) 在適用法律法規容許的情況下，客戶以擔保方式不可撤回地委任中信証券期貨香港及其任何代表或次代表各自地成為客戶的真實及合法授權人（其可全權委任代理人及次代表，包括就現金保證金授權委任人士作再委任的權力），代表客戶及以客戶或其他人士的名義，簽立、蓋章、交付、行使及以其他方式完成及作出一切該等協議、行為及事情，而該等協議、行為及事情是：

- 就該現金保證金及押記而言客戶可以自行作出者；
- 根據押記的規定客戶有責任或可能有責任作出；及/或
- 中信証券期貨香港可能認為有需要或視作恰當或合理或有關中信証券期貨香港完全行使押記賦予的全部或任何權利，以及使其押記具備十足效力及作用的權利。

本授權書聯帶一項權益並且不可撤銷，直至未完全履行保證責任前仍為不可撤銷。

(b) 客戶追認、確認及同意追認及確認根據本第 7.13 條委任的任何授權人（或任何代理人或次代表）可能合法簽立、蓋章、交付、行使或作出的任何協議、行為或事宜。

7.14 押記是一項持續保證，不得以其中期付款或履行全部或部分保證責任以解除，而應為保證責任的最終餘額提供保證。該押記是中信証券期貨香港現在或其後持有或可用的其他擔保及產權負擔之額外擔保，並不因任何其他擔保及產權負擔（包括現金保證金的其他產權負擔）的存在、失效或不可強制執行所影響，亦不可與之合併，但仍可以強制執行。該押記可毋須事先追討該等擔保及產權負擔，以及毋須對客戶或其他人士作出要求或採取法律程序而強制執行。

7.15 客戶須向中信証券期貨香港繳付中信証券期貨香港列明的款項，不可扣減、作出抵銷、反申索、預扣或受任何條件限制，除非在法律強制要求客戶作出預扣的情況下，客戶須增加繳付款項金額，以確保中信証券期貨香港實際收取的金額應相等於在沒有作出該等預扣前中信証券期貨香港應收的金額。

7.16 押記的免除、解除或解是有條件的，即客戶或任何其他人士就保證責任作出的保證、產權處置、付款或解除並無受到規避、減少、命令遲遲或基於任何原因償還，如果該項條件未能達成，中信証券期貨香港有權強制執行該押記，如同有關解除或清算未曾出現。

7.17 如果中信証券期貨香港認為客戶或任何其他人士能夠規避繳付款項或以其他方式作廢繳付（於客戶清盤或其他情況下），則就本第 7 條而言，該款項不應視作已經繳付。再者，中信証券期貨香港可就任何付款、保證或其他產權處置的規避、減少或償還全權酌情決定接受任何申索或妥協。

7.18 中信証券期貨香港根據該押記收取或追討的所有款項（僅受限於任何對保證責任申索的先後次序及其限度）應按中信証券期貨香港不時全權酌情決定的次序運用或存入中信証券期貨香港可不時全權酌情決定的該戶口而毋須承擔任何責任，目的在於保留其證明其對擁有全部保證責任的權利，而任何款項除額則應支付予有權收取的人士。如果中信証券期貨香港於任何時間接獲任何繼續費用及利息的通知，或有影響現金保證金及/或保證責任的任何其他事件或事宜，中信証券期貨香港可繼續使用客戶的現存戶口或開立一個新戶口，並於中信証券期貨香港收到該通知當日，其後對戶口的任何付款應視作並非對保證責任任何部分款項的撥付。

7.19 本第 7 條賦予中信証券期貨香港的權利為累積性的，並不應免除或限制任何其他權利，並且應為法律所規定的權利及補償以外的權利。

## 8. 交易

8.1 中信証券期貨香港或其代理人或聯屬人根據本協議的條款代表客戶在世界上任何地方執行的期貨及期權交易將受限於下列各項及客戶亦須受下列各項所約束：

- 本協議之條款；
- 所有適用於交易及/或中信証券期貨香港、其聯屬人及/或相關人士而當時生效的適用法律法規；
- 香港或就期貨及期權交易、結算、保證金追收及/或變價調整作出付款的其他地方的所有適用法律法規；及
- 中信証券期貨香港的政策及程序。

不論前文所述，若本協議之條文與以上 (b) 及 (c) 條文所述之間有任何抵觸或矛盾，則以後者為準。中信証券期貨香港毋須因其、其聯屬人及/或相關人士為遵從第 8 條而作的行為向客戶負責。

8.2 倘若中信証券期貨香港經或通過任何相關交易所、結算所及/或經紀代表客戶訂立任何期貨或期權交易而該交易所、結算所及/或經紀要求更改任何該等交易的任何條款或條件，中信証券期貨香港可（但沒義務）採取以其絕對酌情認為必要或合理的行動，(i) 以符合之或作為以上的結果；或 (ii) 以規避或減少其損失，而所有此等行動對客戶具約束力。

8.3 每一宗由中信証券期貨香港代客戶進行的期貨交易，乃基於中信証券期貨香港及客戶理解雙方須確完成之交易，而對於中信証券期貨香港及客戶而言，應被視為載有客戶及中信証券期貨香港須完成交易及/或交付該等交易標的商品之責任（視屬何情況而定）。有關當月到期涉及買賣交付的未平倉合約，如屬賣空者，客戶即須於通知的第一日前五個營業日（如屬賣空者，即須於最後交易日前五個營業日）指示中信証券期貨香港作出平倉，或交予中信証券期貨香港在交收該等交易時所需之足夠款項及/或客戶應交付之商品，以便中信証券期貨香港能夠根據有關交易所或結算所之有關規則辦理交收手續。如在上述期限前客戶並未給予中信証券期貨香港該等指示、款項/或商品，中信証券期貨香港可在毋須事前向客戶發出通知的情況下，可按其絕對酌情權決定的條款及方法代客戶將有關合約平倉、或辦理交付手續。客戶須按中信証券期貨香港、其聯屬人及/或相關人士並無嚴重疏忽、欺詐或蓄意違約的情況下，客戶須賠償中信証券期貨香港、其聯屬人及/或相關人士根據本第 8.3 條任何交付、行事或結算採取之行動而承受的一切損失（包括全數彌償基準計算的法律費用）。

8.4 假如中信証券期貨香港或其代理（視情況而定）因為任何原因及不論如何未有根據適用法律法規（例如相關交易所及/或結算所的規則和規例）於到期支付或交付日就中信証券期貨香港代表客戶訂立的任何期貨或期權合約（不論從相關交易所、結算所及/或任何其他人）收到任何到期應交付給客戶的金額的全部或任何部分付款或任何到期應交付給客戶的款項及/或商品的全部或任何部分交付，中信証券期貨香港關於該等期貨合約或期權合約作出付款或交付的義務此時應憑該款項失而成為支付該金額或交付該數量的任何款項及/或商品的義務，其金額或數量與中信証券期貨香港就此而實際收到的相同。

8.5 中信証券期貨香港有權按其絕對酌情權（但並不受約束）根據任何指示對任何交易所、結算所及/或任何其他人士採取任何行動，追討關於該等交易所或結算所或其他人士未能根據中信証券期貨香港代客戶所訂立之期貨合約或期權合約繳付的任何款項及/或交收的任何商品數量，但若中信証券期貨香港採取該等行動，客戶應全數彌償中信証券期貨香港就其採取該等行動所引致或與其有關之一切開支、索償、追收、賠償及費用（包括彌償全數法律費用）。

8.6 客戶在收到中信証券期貨香港的要求後，須立即向中信証券期貨香港提供就任何代客戶訂立而未平倉或行使之期貨合約或期權合約的交收及/或結算及/或（如屬期權合約）行使該期權合約相關之資料。

8.7 客戶確認，因實施中央結算及交收系統，中信証券期貨香港無責任就其代表客戶訂立之期貨合約及/或期權合約有關的任何商品向客戶出示及/或交付實際的證書或業權證明文件。客戶同意若其要求中信証券期貨香港出示及/或交付該等證書或業權證明文件，客戶須應中信証券期貨香港的通知，立即向中信証券期貨香港償付其因該出示及/或交付而招致的所有開支。

8.8 在遵守本協議條文以及適用法律法規（例如有關交易所及/或結算所的規則、規例及程序）的前提下，客戶可在有關戶口的合約或交付的最後一個交易日前的任何時間，指示中信証券期貨香港平倉，或就期權合約而言，行使（倘若行使仍屬可行）相關的期權合約。任何由於

客戶平倉或行使任何期權合約而須由客戶繳付的款項（包括任何中信証券期貨香港須向有關交易所及/或結算所及/或中信証券期貨香港的經紀或代理人支付的費用），將在平倉或行使後立即到期，並即時到期須支付予中信証券期貨香港。

8.9 為按照中信証券期貨香港代表客戶訂立的任何期權合約行使選擇權，客戶須（除在買賣或訂立期權合約的有關交易所的規則及規例另行規定外）在中信証券期貨香港不時訂定的期限前，在期權賣方或有關交易所或結算所訂定的截止行使指示的截止日期前（以最早的截止日期為準），向中信証券期貨香港遞交行使通知。該等通知必須附有下列物品或文件方視為有效：

- (a) 就出售協議商品的期權而言，交付所需的有關商品或業權文件；及
- (b) 就購買協議商品的期權而言，收取商品所需的足夠可動用資金。

除非客戶有特別指示並在沒有違反本協議條款的前提下，中信証券期貨香港無責任在有關期權合約的截止日期或該日之前，就任何期權合約代表客戶遞交行使指示。

8.10 倘若中信証券期貨香港代表客戶訂立任何非以港幣計價的期貨合約或期權合約，則(a)因與該貨幣有關的外匯波動而引致之一切損益及風險，概由客戶承擔；(b)除非已在該項交易的確認書中指定另一種外幣，所有該合約之保證金繳存及變價調整，及任何該買賣合約平倉後該戶口錄得之貨帳或借帳，均應由中信証券期貨香港以港幣記入客戶之戶口，所用匯率由中信証券期貨香港參照當時外匯市場價格酌量決定。

8.11 客戶確認並同意，中信証券期貨香港受交易所規則所約束，在期交所認為客戶所累積的倉盤正在或可能會對任何一個或多個由期交所成立及/或營運的特定的市場造成損害或正在或可能會對某個或多個由期交所成立及/或營運的市場（視乎屬何情況而定）的公平及有秩序的運作產生不良影響，該等規則容許期交所採取行動，限制持倉的數量或規定可代表客戶將合約平倉。

8.12 倘若客戶在任何時候就進行與期貨合約或期權合約有關的交易而在中信証券期貨香港以外的大額期交所參與者開立一個或多個戶口，及倘若期交所委員會決定該戶口的未平倉總額為「大額未平倉合約」，客戶應即時向期交所報告該「大額未平倉合約」，並向中信証券期貨香港或期交所（視屬何情況而定）提供其所規定的與該「大額未平倉合約」有關的資料（包括客戶及最終實益擁有人名稱，或（如屬公司或團體）該公司或團體股本的最終實益擁有人名稱，包括透過代名人或信託形式持有利益的受益人），及向中信証券期貨香港或期交所（視屬何情況而定）提供其所要求的任何其他資料（視屬何情況而定）。

8.13 客戶應履行所有相關市場及交易所（包括但不限於《證券及期貨（合約限量及須申報的持倉量）規則》）適用的所有通報要求，及不應超過根據相關市場及交易所訂明關於合約限量及須申報的持倉量規則所載之有關期貨類別及種類的限額（如有）。客戶承認中信証券期貨香港不應（適用法例或法規要求除外）為任何客戶的交易通報、申報或匯報負責（包括根據《證券及期貨條例》第 XV 部或相等法例（如適用）），並承諾其將不會依賴中信証券期貨香港解除其根據適用法例或法規規定的交易通報、申報或匯報責任。

8.14 每份期貨交易所合約均需繳交投資者賠償基金徵費及根據該條例所收取的徵費，而上述兩項費用均須由客戶承擔。如客戶因中信証券期貨香港失責而蒙受金錢損失，投資者賠償基金所承擔的法律責任僅應限於該條例所規定的有效索償，並須受制於該條例（特別是《證券及期貨（投資者賠償—賠償上限）規則》）內所訂明的金額上限，因此不能保證客戶在因該等失責而蒙受的任何金錢損失，可以從投資者賠償基金中獲得全數、部分或任何賠償。

## 9. 客戶資產

9.1 中信証券期貨香港從客戶或任何其他人士（包括任何結算所）所收取的全部款項、證券及其他財物，均須由中信証券期貨香港以受託人身份持有，並與中信証券期貨香港本身之資產分開。此等由中信証券期貨香港以上述方式持有的資產均不得在中信証券期貨香港無負債或清盤時，構成中信証券期貨香港的資產的一部分，並須在就中信証券期貨香港所有或任何部分的業務或資產委任臨時清盤人、清盤人或擁有類似職能的人員後，立即歸還予該客戶。

9.2 中信証券期貨香港從客戶或任何其他人士（包括期交所的結算所）收取的所有款項、核准債務證券及/或核准證券（即期交所批准作為保證金的一種保證方式），均須根據證監會操守準則附表四的第 7 至 12 段所指明的方式由中信証券期貨香港為客戶持有，及客戶授權中信証券期貨香港可按照證監會操守準則附表四的第 14 至 15 段所訂明的方式，運用客戶交付或繳存予中信証券期貨香港之任何該等款項、核准債務證券及/或核准證券。在符合適用法例法規的情況下，中信証券期貨香港可運用該等款項、核准債務證券及/或核准證券以履行其對任何人士的責任，但該等責任必須是在與其代表客戶進行期貨合約及/或期權合約買賣有關的情況下或附帶於有關買賣而產生的。

9.3 客戶確認並同意，就中信証券期貨香港在期交所的結算所開立的任何戶口而言，不論該戶口是否全部或部分代表該客戶進行期貨合約及/或期權合約買賣而維持的，以及不論客戶所支付或存放的款項、核准債務證券及/或核准證券（即期交所批准作為保證金的一種保證方式）是否已支付或存放予期交所的結算所，該戶口屬中信証券期貨香港與期交所的結算所之間的戶口，中信証券期貨香港以主事人身份操作該戶口，因此該戶口並不存在以客戶為受益人的信託或其他衡平法權益，而支付予或存放於結算所的款項、核准債務證券及/或核准證券亦不受上述第 9.1 條所述之信託所制約。

9.4 客戶確認並同意，期交所的結算所可在中信証券期貨香港作為期交所的參與者的資格被暫停或撤銷時，採取一切必要行動，以便將由中信証券期貨香港代表客戶持有的任何未平倉合約，及該客戶在中信証券期貨香港處所開立的戶口內的所有款項及證券，轉調到另一期交所的參與者。

9.5 中信証券期貨香港就代客戶持有的任何現金結餘所賺取或收取的任何利息應絕對屬於中信証券期貨香港所有；然而中信証券期貨香港可完全酌情向客戶支付部分或全部有關利息。

## 10. 適合性

10.1 假如中信証券期貨香港游說向閣下即客戶出售或推薦任何金融產品，該金融產品在顧及閣下的財務狀況、投資經驗和投資目標下必須合理適合閣下。本條款及條件或本公司要求閣下簽署的任何其他文件的各項條款及本公司要求閣下作出的任何聲明均不得減損本公司的效力。

## 11. 遵守交易規則

11.1 客戶須清楚了解並嚴格遵守適用於期貨及期權交易的適用法律法規（包括但不限於中信証券期貨香港的風險管理規則和政策）。

## 12. 風險管理措施

12.1 在本條內，以下字詞具有以下涵義：

「**風險管理措施**」指中信証券期貨香港就客戶通過中信証券期貨香港進行的期貨及/或期權交易而採取的任何風險管理措施（包括但不限於關於初始、維持及/或補足保證金的要求、管理保證金追收、強制平倉及/或授予客戶的交易限額等）。

12.2 假如客戶通過中信証券期貨香港進行期貨及/或期權交易，客戶確認並同意，在符合適用法律法規的規定下，中信証券期貨香港有權採取任何風險管理措施。客戶確認並同意，須承擔因為中信証券期貨香港根據本第 12.2 條規定而採取任何風險管理措施所引致或造成的所有責任、損失和開支。

## 13. 知道倫敦金屬交易所（倫敦金交所）的特性

13.1 根據倫敦金交所的相關市場慣例，期貨合約到期前累積的收益可用作交易保證金，但不能在到期日之前變現。合約平倉會通過調期的方式進行。調期期貨合約的比率不能通過簡單計算得出，而應參照相關參與者的報價確定。調期會收取單方面交易費，但 14 天內的調期則免收交易費。

## 14. 費用及開支

14.1 中信証券期貨香港將會根據其不時決定並通知客戶的計算比率及基準向客戶收取費用及經紀佣金。客戶必須要求支付不論任何原因或以何種形式而在戶口所產生的任何費用，包括經紀佣金、費用、收費、法定收費、稅項、徵費及交付收費等。客戶亦將向中信証券期貨香港償付其因該戶口或任何交易而已向或須向任何第三方（包括任何交易所及結算所）支付的所

有款項。客戶授權中信証券期貨香港可在其認為恰當的時間及以其認為恰當的方式從戶口提取現金或為戶口中的未平倉合約平倉變現以支付有關的到期費用。

14.2 客戶欠付中信証券期貨香港的款債將按照中信証券期貨香港不時通知客戶的息率收取利息。若中信証券期貨香港未有如上通知客戶，利息將按照中信銀行國際或香港上海滙豐銀行有限公司不時公佈之港元最優惠貸款年利率加年利率 6 厘計算（兩者以較高者為準）。

## 15. 彌償

15.1 除了及在不損本協議其他彌償規定的情況下，就所有針對中信証券期貨香港、其聯屬人及/或相關人士的任何一人而作出的所有申索、要求、訴訟、責任及進行的法律程序而言，在中信証券期貨香港、其聯屬人及/或相關人士並無嚴重疏忽、欺詐或蓄意失責的情況下，客戶同意立即接受全數彌償及承擔任何上述人士就履行其義務或提供其服務或行使本協議中的權利、權力或酌情權，包括由中信証券期貨香港為保障、維護或強制執行其權利或在本協議中的抵押品權益（不論是否因客戶的失責或違約所致）而蒙受或招致的損失、訟費、費用或開支（包括彌償全數法律費用）。

15.2 中信証券期貨香港、其聯屬人及/或相關人士在任何情況下均毋須對任何因本協議或通過或與其執行戶口交易的人士、商號或公司的任何過失、無力償債、行為或遺漏而令客戶蒙受或招致之任何損失或任何事項負責。

## 16. 客戶款項常設授權、留置權、抵銷權及資金轉移

16.1 客戶款項常設授權涵蓋中信証券期貨香港代客戶在香港持有或收取並存放於一個或多個獨立戶口內的款項（包括非屬於中信証券期貨香港的該等款項產生之任何利息）（「客戶款項」）。

16.2 在符合適用法律法規的規定下，客戶授權中信証券期貨香港：

- (a) 合併或組合從客戶於中信証券期貨香港或其任何聯屬人的任何或所有獨立戶口（無論這些戶口是客戶獨自或與其他人士共同擁有）及中信証券期貨香港可轉帳獨立戶口之間所存之任何數額之客戶款項，以償還客戶欠付中信証券期貨香港或其任何聯屬人的責任或債務（不論有關責任或債務為實際的、或有的、主要的或附屬的、有抵押的或沒有抵押的或共同的或各別的）；及
- (b) 在任何時候於中信証券期貨香港或其任何聯屬人維持的任何獨立戶口之間來回調動任何數額之客戶款項。

16.3 客戶確認並同意，中信証券期貨香港可行使任何第 16.2 條所提及的事項，而不須事先知會客戶。

16.4 客戶款項常設授權的授予不應影響中信証券期貨香港或其任何聯屬人關於處理獨立戶口內的客戶款項的權力或權利。

16.5 客戶款項常設授權應在本協議簽發日期起 12 個月內有效，並應受限於客戶續期或根據第 16.7 條提及的客戶款項規則視為續期。

16.6 客戶可於實際撤銷日期不少於 14 日前以書面通知中信証券期貨香港撤銷客戶款項常設授權。

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

16.8 客戶同意，中信証券期貨香港除其有權行使的任何一般留置權或其他中信証券期貨香港按法律可享有的權利外，中信証券期貨香港亦須符合適用法律法規的規定）隨時並在毋須事先通知客戶的情況下，從客戶於中信証券期貨香港及/或其聯屬人開設之戶口及於中信銀行國際開設之任何種類及貨幣的戶口，合併、集合、抵銷或調動所存之任何形式之證券或款項，無論這些戶口是客戶獨自或與其他人士共同擁有，以解除對中信証券期貨香港及/或其聯屬人的責任或債務，不論有關責任或債務為主要的、附屬的、各別的、共同的或以其他貨幣為單位的。中信証券期貨香港毋須理會有關欠付其聯屬人的責任或債務是否存在，只要其聯屬人已向中信証券期貨香港發出催繳通知。如果有關合併、集合、抵銷或調動需要對外兌換，中信証券期貨香港（本身或透過其聯屬人）可為此使用任何客戶戶口結餘以兌換任何欠債的貨幣，並任何上述兌換可由中信証券期貨香港或其聯屬人於兌換當日按照當時外匯兌換市場上通行的即期匯率（由中信証券期貨香港作出最終決定）進行。若對中信証券期貨香港及/或其聯屬人應負的任何債務及責任為須待確定或屬未來的責任，中信証券期貨香港、其聯屬人或中信銀行國際於應用本條款項下的抵銷權後，有權就任何該等戶口的任何結餘款項暫停支付相等於該等欠款的金額，直至該項確定或屬未來的事宜發生為止。在此第 16 條中，「聯屬人」一詞應就有關公司而言，指其子公司、該公司的任何控股公司及該控股公司的任何子公司。

16.9 中信証券期貨香港可以抵押方式持有就中信証券期貨香港或其聯屬人代客戶持有全部或任何款項、商品、證券或其他財產並享有其一般留置權，直至客戶完全繳付欠付中信証券期貨香港的款項。

16.10 中信証券期貨香港在其認為需要的任何時候，不論是否有通知客戶的情況下，為抵償由客戶或代客戶欠負中信証券期貨香港或其有聯繫實體（定義見於該條例）或任何其他人士的任何責任或債務，可出售屬於客戶或客戶在當中佔有權益的任何證券或商品、或取消購買及出售任何證券或商品的任何開會指示，中信証券期貨香港並可借用或購買交付任何出售所須的任何證券或商品。該等出售或購買可在公開或私下進行並可毋須宣告或通知客戶，並以中信証券期貨香港按其酌情權決定的方式進行，而中信証券期貨香港所發出的付款要求或通知將不會使其在此第 16.10 條項下之權力失效。就任何上述出售，在符合適用法律法規的情況下，中信証券期貨香港及/或其任何聯屬人可購買不具有贖回權的證券或商品，而客戶更同意中信証券期貨香港及/或其任何聯屬人毋須就任何該等出售的方式或時機負任何責任。該等交易的收益應應用以扣減客戶欠負中信証券期貨香港及/或其聯屬人的債項（如有）。

16.11 中信証券期貨香港茲獲授權（受適用法律法規限制）將客戶向其繳存的任何抵押品繳存予認可結算所或另一（關於期貨合約買賣）持牌或註冊的中介人，作為履行及清償中信証券期貨香港的交收義務及責任的抵押品。客戶載於本條款中之授權的期限自協議當日起計為期不超過十二個月，並可以有關於方式及要求的條款續期（受適用法律法規限制）。

16.12 在不影響中信証券期貨香港可有的任何其他權利或補救的情況下，客戶授權中信証券期貨香港將應收客戶金額抵銷應付客戶金額，而該 d 等金額乃源自中信証券期貨香港根據本協議代客戶進行的任何期貨或期權交易。

16.13 就本協議而言，中信証券期貨香港或其聯屬人於任何時間發出的證書，證明客戶欠負的尚未清還債務數額，在並無明顯差誤下，應為不可推翻且對客戶具約束力。

16.14 假如客戶戶口內的款項貨幣類別跟客戶需要解決其義務及/或責任（包括但不限於任何保證金要求、變價調整、結算義務及支付關於某項交易的費用或開支）所需的幣種不同，客戶則授權中信証券期貨香港（作為主事人或作為代表客戶的代理人）於任何時間在不作通知下，按中信証券期貨香港決定的現行市場兌換率將客戶戶口內的款項轉換為所需的幣值。為免引起疑問，客戶須就中信証券期貨香港採取的任何行動或行使其於本文件下的權利而招致的任何損失、費用和開支按全面彌償基準負責。

## 17. 聲明、保證及承諾

17.1 客戶在此向中信証券期貨香港保證、聲明及承諾如下：

- (a) 客戶現在以主事人的身分訂立協議，而並不代表任何其他人進行交易（除非客戶以書面形式另行通知中信証券期貨香港），並會負責清付所有因為按照和根據該協議進行交易而導致的債務。在任何情況下，中信証券期貨香港及其聯屬人均不對由客戶代為行事的任何人負有任何責任（除非非中信証券期貨香港與該人之間訂立了獨立的客戶關係或除非中信証券期貨香港另有書面協定）；
- (b) 客戶已取得並將維持任何所需的同意、許可及授權全面生效和有效，且已採取所有必要的行動使其可合法訂立該協議和每宗交易並履行該協議和每宗交易下的義務，以及授予本條款及條件提及的抵押權益和權力；
- (c) 客戶完全明白及完全接納本協議之條款，包括由中信証券期貨香港發出與本協議預期的

- 交易有關的免責聲明及風險披露說明：
- (d) 在不影響第 10 條所產生的任何權利或義務下，客戶確認只根據他們自己的判斷和分析而訂立期貨或期權合約；
- (e) 客戶提供的任何資料包括客戶資料表格中的資料於本協議日期是真實和完整且具不誤導性的，若於客戶資料表格中提供的資料或任何其他與客戶有關的資料有任何重大變更，客戶將立即通知中信証券期貨香港。在中信証券期貨香港未有實質接獲客戶的該通知前，中信証券期貨香港有權倚賴客戶資料表格或其他文件中的資料行事。中信証券期貨香港茲獲授權對客戶進行 (i) 信貸調查或核證以核實客戶於客戶資料表格或其他地方提供的財政狀況及投資目標，或 (ii) 第 3.2 條規定的任何其他調查或核證；
- (f) 本協議對客戶構成有效及具法律約束力的合約及責任，並可按其條款執行；
- (g) 本協議及其履行以及其條款所列的責任不會亦將不會：
- (i) 違反任何現行的適用法律法規或任何對客戶具約束力的法院判決、法令或許可，或違反客戶的公司組織大綱、章程條文或附例（如適用）；或
- (ii) 抵觸或違反或引致任何客戶為締約一方或受其約束或對客戶資產具約束力的合約或文件或構成任何失責；
- (h) 除客戶已另行以書面向中信証券期貨香港申報的外，客戶並非任何交易所、商會、結算所、銀行或信託公司員工或高級職員或董事，或任何於香港或其他地方持牌或註冊的證券及／或期貨合約交易商或經紀的聯屬人，或該經紀或交易商的任何高級職員、合夥人、董事或僱員；
- (i) 客戶將為戶口內的期貨合約及期權合約的實益擁有人而不受除本協議中所列載以外的任何留置權、抵押、衡平法上的權利或其他產權負擔所影響；在未得中信証券期貨香港的書面同意之前，客戶亦不會抵押、質押，或允許戶口中的期貨合約及期權合約或款項或其他資產存有任何抵押或質押，或就該等期貨合約及期權合約或款項或其他資產授予選擇權或擔保權授予選擇權；
- (j) 對本協議預期的每宗交易而言，客戶是最初負責發出有關指示的人及最終實益擁有人，並是將會從該宗交易取得商業或經濟利益及／或承擔其商業或經濟風險的人士（該等其他人或機構已在客戶資料表格或其他書面通知內向中信証券期貨香港知會者除外）；
- (k) 客戶明白其交易之產品的性質及風險，並具有充足的淨值承擔風險及該等交易帶來的潛在虧損；
- (l) 並無關於客戶而已經發生及／或在正確的違約事項或可變成違約事項的事項；
- (m) 就任何個人客戶的資料或任何由非個人客戶提供的資料，客戶或相關個人（視乎情況）已獲得他或她全面通知可將按照私隱政策聲明使用及提供其的資料（包括為了直接營銷的目的），並且客戶或相關個人（視乎情況）同意可以處理及使用其資料（包括由中信証券期貨香港處理敏感資料、跨境傳輸、為直接營銷的目的而使用及向第三者提供該等資料），並且該同意已經取得而取得的方式足以符合資料保護法的要求，以便中信証券期貨香港及其聯屬人合法使用和轉移私隱政策聲明所列的資料。。
- (n) 除非客戶另行以書面通知中信証券期貨香港，否則戶口不屬綜合戶口；
- (o) 客戶的戶口內的資金來源合法並且符合適用法律法規；及
- (p) 客戶的身份證、護照、入境許可或用以開立戶口的其他相關文件是真實、合法和有效的。
- 17.2 若戶口屬綜合戶口，客戶進一步向中信証券期貨香港保證、聲明及承諾如下：
- (a) 在客戶與發出戶口指示人士的往來中，其將遵守及執行期交所規則訂明的有關保證金、雙價調整規定及程序，猶如客戶是期交所的參與者，及猶如為其戶口或利益而發出指示的該名（等）人士為客戶；
- (b) 其將為執行該等與戶口有關的指示而促使期交所合約得以訂立，以確保在任何情況下，按指示進行的任何買賣的形式，均不會構成香港或任何其他適用的司法管轄區的法律所指的非買賣商品市場的報價差額，或有關的買賣方式亦不會構成或涉及投注、打賭、博彩或就該等項目而進行的賭博，從而違反香港或任何其他司法管轄區的適用法律法規；及
- (c) 確保向客戶發出指示的人士遵守期交所規則訂明的保證金和雙價調整要求。
- 17.3 以上的聲明、保證和承諾將會被視為在發出每項指示或執行每項指示前重複作出。
- ## 18. 電子交易服務
- 18.1 此第 18 條適用於中信証券期貨香港提供的系統服務（「**系統服務**」），藉此讓客戶連結至由中信証券期貨香港操作的網上證券交易管理系統，以發出電子指示。客戶首次使用系統服務時，應視為已接納本條的條款及細則。
- 18.2 在此條中，下列詞語及詞句應具下列含意：
- 「**電子指示**」指就系統服務及系統的提供及使用而言，中信証券期貨香港真誠地相信客戶或任何被授權人透過系統發出的電子通訊；
- 「**供應商**」指系統供應商及／或操作商；
- 「**系統**」指由電腦組件系統支援的電子系統（包括但不限於直接市場連線服務），連同不時由中信証券期貨香港提供並被客戶使用的任何關聯軟件、硬件、設施及服務，以傳遞買賣盤、執行、配對或登記；
- 「**第三方供應部件**」指任何非由中信証券期貨香港或其聯屬人提供的系統部件（包括任何關聯軟件、硬件、設施及服務）。
- 18.3 中信証券期貨香港對有關系統服務及系統不作明示或隱含的保證。客戶知悉該系統非為客戶個別需求開發而是為客戶選擇及客戶應就其意願及按其可承擔的風險按以「現狀」使用，中信証券期貨香港不應為客戶的選擇或使用系統而產生的任何後果負責。
- 18.4 客戶應承擔所有從或透過系統使用或接觸任何數據、檔案、資訊、內容或其他資料（包括但不限於軟件）所帶來的責任及損失風險。
- 18.5 除非中信証券期貨香港與客戶另有書面協議，否則客戶須獨自負責安裝及維持任何相關硬件及軟件、與任何供應商達成所有就登入及使用系統所需的一切安排、並符合所有相關系統要求（包括安裝及更新任何適用的保安程序，以及任何由客戶訂立並涉及供應任何系統部件的適用協議）。
- 18.6 中信証券期貨香港無責任維持透過系統給予的系統服務及資訊，或為其提供任何修改或更新。有效的系統服務及資訊可隨時修改而無須給予事先通知。
- 18.7 客戶需就經系統傳遞予中信証券期貨香港的電子指示及資訊之準確性和完備性及透過給予登入權限而對系統的使用承擔責任。中信証券期貨香港有權依據及遵照該電子指示（毋須電子指示的真實性或其授權作出盡職調查）行動，並視該等資料為準確、完整及經客戶恰當授權及對客戶有約束力。任何中信証券期貨香港按任何有關電子指示及資料執行的任何交易，不論是否事實上已經由客戶授權執行，均對客戶具有約束力。電子指示只能經系統或其他中信証券期貨香港與客戶不時共同協議的方式才能撤銷或更改。客戶同意維持足夠的保安程序，防止任何非獲客戶正式授權的人士未經授權登入或使用系統，從而透過系統發出電子指示。在不違反第 18.3 條一般性的原則下，中信証券期貨香港不會就系統服務及系統的安全性對客戶作明示或隱含的保證，包括非被授權人士截取或獲取客戶經系統傳遞的資訊。
- 18.8 中信証券期貨香港在任何情況下對其沒有被恰當及妥善接獲的任何電子指示並無責任。電子指示只會於相關的市場或交易所的正常交易時間執行。
- 18.9 中信証券期貨香港會向客戶提供帳戶號碼和相應的初始交易密碼及初始轉帳密碼。獲提供帳戶號碼應被視為同時擁有相應的初始交易密碼和初始轉帳密碼。客戶首次存入任何款項於戶口之前應更改初始交易密碼和初始轉帳密碼。無論如何，客戶將在首次存入款項後被視為已經更改初始交易密碼和初始轉帳密碼。客戶應避免使用其身份證明文件的任何資料作為密碼，並應在任何時間將交易密碼和轉帳密碼保密。客戶如有未將交易密碼和轉帳密碼保密便須對因此而引起的全部責任負責。
- 18.10 客戶同意，被授權人是系統唯一獲授權用戶，並且須獨自及全部負責中信証券期貨香港發給客戶的數碼證書、密碼及／或登入名稱的保密性、安全性及使用。
- 18.11 除非另有協議，否則中信証券期貨香港不會執行任何客戶經系統下達的電子指示，除非其對客戶已存入及維持中信証券期貨香港不時要求的保證金及雙價調整感到滿意。
- 18.12 除非及直至客戶接獲指示確認書，確認接獲及／或執行電子指示，否則中信証券期貨香港不應視為已接獲及／或執行透過系統發出的電子指示（須符合依據中信証券期貨香港發出的相關交易確認及定期結算內列明的詳情）。
- 18.13 客戶確認及同意，作為中信証券期貨香港提供服務及系統的條件，如果出現以下情況，客戶須即時通知中信証券期貨香港：
- (a) 於發出一項電子指示後，客戶並未收到中信証券期貨香港的任何指示確認書或客戶指稱確認書列載之詳情不正確；或
- (b) 客戶知悉任何對客戶數碼證書、登入名稱或密碼的任何未獲授權使用或披露或存取的情況，或任何未獲授權的交易已被執行。
- 18.14 客戶進一步確認，中信証券期貨香港對於市場數據或其他資訊服務的及時性、準確性或完整性並無作出任何聲明及保證，亦不保證系統服務的可用性。客戶同意中信証券期貨香港毋須對數據及其他資訊的任何偏差、錯誤或遺漏負上任何責任，或對系統及系統服務傳送的任何干擾或延誤、或中止或失靈、或因非中信証券期貨香港所能控制的情況下產生或導致的其他損失負上任何責任。
- 18.15 受此第 18 條規限，中信証券期貨香港、其任何聯屬人或代理人不須負責客戶（或任何其他第三者）由於中信証券期貨香港提供的系統服務或系統引致或任何其他按照客戶發出的電子指示執行的任何交易而採取的行動或未有行動所導致客戶或致任何第三者遭受的任何損失。
- 18.16 如因任何不時發生的非中信証券期貨香港能控制的行動、事件或情況，包括但不限於：
- (a) 工業糾紛、行動或任何政府或官方機構或由多個國家組成的團體或機構或機關或香港或以外的交易所或規管機構的規例；
- (b) 服務失誤、延誤、中斷、干擾或不論何處的第三方電子通訊及電訊設備服務供應商遇到之操作困難；
- (c) 任何通訊、電訊或電腦服務或電子器材暫停、故障、延誤、干擾或失常（按每單一事件計，不論屬全部或部分、暫時或永久）；
- (d) 第三方未有履行完成交易所必需的責任；
- (e) 暫停或限制在任何交易所或市場進行交易或任何有關交易所、結算所及／或經紀人以任何理由未能完成其各自的責任；及
- (f) 法院命令、火災、戰爭、天然災害、恐怖襲擊、暴動或內亂，而導致中信証券期貨香港未能履行、中斷或延遲履行其在本條款項下的責任，
- 則中信証券期貨香港或其任何聯屬人或任何其他各自的代理人毋須為客戶（或任何其他第三者）因此遭受或招致任何形式的任何損失承擔責任。
- 18.17 在不影響本第 18 條上述的條款的前提下，中信証券期貨香港或其聯屬人或任何其他各自的代理人均不須就下列情況導致客戶或任何其他第三者遭受的任何直接或間接損失負責：
- (a) 客戶選擇及／或（不論是由被授權人還是其他人士）使用系統或其他與中信証券期貨香港通訊的部件；
- (b) 客戶以任何原因無法登入或使用系統服務或系統或其他部件；
- (c) 系統無法傳遞（或延誤傳遞）任何電子指示（包括已收到電子指示的通知，如有）或執行或拒絕該電子指示的通知；或
- (d) 因系統或可影響系統或任何系統的器材或軟件錯誤或失常或性能限制或任何系統部件供應或操作商出現的錯誤而造成任何由客戶向中信証券期貨香港發出的電子指示內有錯誤或遺漏。
- 18.18 中信証券期貨香港不會就有關任何第三者供應部件、客戶選擇或（包括但不限於就客戶使用該第三者供應部件的適切性、該第三者供應部件的可用性、準確性、性能、表現或可依賴性）作任何性質的明示或隱含擔保、保證或陳述，中信証券期貨香港的代理人並無構成同意相反規定。在適用法律法規許可的範圍內，所有有關該等事宜的明示或隱含、法定或其他形式的陳述或保證均應予明確排除。
- 18.19 客戶明白，由於互聯網不可預測的交通阻塞、開放性及公眾性質及其他原因，互聯網可能並不是可靠的通訊媒介，而該不可靠性亦非中信証券期貨香港所能控制。此可能導致交易受到傳輸延誤、錯誤資料傳輸、延遲執行或執行價格與發出指示時之價格差異、中信証券期貨香港與客戶間任何通訊中的誤解及謬誤、傳輸停頓、中斷及其他後果，客戶如選擇使用網上交易服務，須完全接納上述各種後果。
- 18.20 中信証券期貨香港可依其全權酌情權決定就客戶對系統的使用（中信証券期貨香港作為供應商）或就客戶傳遞予中信証券期貨香港而由中信証券期貨香港可經系統接受的電子指示或其他通訊（無論中信証券期貨香港是供應商與否）的類型不時訂立限制及限額。
- 18.21 中信証券期貨香港保留的任何關於經系統通訊的電子指示及資訊的記錄均為該等事宜不可推翻之證據（除有明顯錯誤的情況下），及應為中信証券期貨香港之財產。
- ## 19. 違約
- 19.1 當出現以下任何情況（每種情況均稱為「**違約事項**」）：
- (a) 如果中信証券期貨香港認為客戶已經違反或未能履行本協議的任何條款；
- (b) 客戶向中信証券期貨香港作出的任何聲明、保證或承諾在作出時或在其後在任何方面變成不正確；
- (c) 當第三方向客戶作出破產呈請，或就客戶的自願或強制清盤已作出命令或已通過決議案，或已召開會議審議客戶應否進行清盤的決議案，或客戶為其債權人的利益作出或建議任何債務安排或債務重整；
- (d) 若客戶與任何非其聯屬人合併或結合或出售其所有或實質部分業務或資產；
- (e) 客戶於中信証券期貨香港或其聯屬人開設的戶口被發出任何財物扣押令、執行令或相應的手令或命令；
- (f) 任何第三方就戶口中的任何期貨合約、期權合約或款項或其他資產提出申索；
- (g) 中信証券期貨香港因客戶未能維持保證金規定或其他原因而認為對保障中信証券期貨香港的利益為必需的；
- (h) 中信証券期貨香港認為是遵守適用法律法規所必須的；
- (i) 中信証券期貨香港認為客戶在業務、財務或其他情況或環境方面出現重大不利轉變，可能影響客戶履行本協議的責任的能力；
- (j) 客戶維持戶口或履行本協議責任成為違法；或
- (k) 如客戶為個人，而其身故或精神上無行為能力，則客戶欠付中信証券期貨香港的所有款項應即時到期並須支付，而中信証券期貨香港有權及其按絕對酌情權決定，在毋須給予通知或要求及在不影響其擁有的任何其他權利或補救的情況下，即時：
- (i) 取消任何仍未執行的期貨或期權買賣指示；
- (ii) 將中信証券期貨香港代客戶持有的任何未平倉合約平倉並將根據有關期貨合約或期權合約進行商品交收；
- (iii) 借入或購買任何為客戶於任何未平倉期貨合約下用作交收所需的商品；

- (iv) 行使中信証券期貨香港代客持有的任何期權；
  - (v) 出售或以中信証券期貨香港認為恰當的其他方式處置所有或任何部份保證金或其他中信証券期貨香港代客持有的非現金資產；及／或
  - (vi) 行使其在本協議之下的任何權利。
- 19.2 中信証券期貨香港沒有義務向客戶交付任何金額的基礎商品或就任何期貨合約或期權合約向客戶交付任何款項，直至客戶關於任何此等合約或不論如何根據協議的條款欠中信証券期貨香港的所有款項和債項已經了結或清還至中信証券期貨香港滿意的程度為止。
- 19.3 在中信証券期貨香港採取第 19.1 條中列出的任何行動後，中信証券期貨香港將在可行的情況下盡快通知客戶。

## 20. 投資資料

- 20.1 儘管中信証券期貨香港或其關聯人向客戶提供任何資料、建議或文件，客戶完全明白，其進行的任何交易僅為其按照個人獨自之判斷及酌情權而進行，惟以上並不影響第 10 條下的任何權利或義務。
- 20.2 客戶同意，中信証券期貨香港毋須就中信証券期貨香港提供的任何資料的及時性或任何不準確或不全面或在客戶參考該等資料後或依賴該等資料進行任何交易的表現或結果而負上責任。

## 21. 終止

- 21.1 本協議的任何一方可向對方給予不少於兩個營業日（星期六除外）的事先書面通知而終止本協議。縱使有前述的規定，中信証券期貨香港有權在第 19.1 條所述的任何事件發生時立即終止本協議。終止協議將不會影響中信証券期貨香港在終止本協議之前執行的指示或影響任何一方在終止之前所累計可享有的任何權利、權力、責任及義務。
- 21.2 在本協議終止後，客戶應即時向中信証券期貨香港付還任何到期欠款或尚未支付的款項連帶所有應計利息，而中信証券期貨香港可採取第 19.1 條中所提述並其認為恰當的行動。

## 22. 通知

- 22.1 根據本協議由中信証券期貨香港向客戶所發出或作出的任何通知或其他通訊均可以專人交付、預支郵費郵遞（若為海外信件則以空郵發出）、通過電子媒介或傳真方法發出，並在下列情況下視為已妥為送達：
- (a) 若由專人交付送達，在交付時視為已妥為送達；
  - (b) 若以預支郵費郵遞送達，則在郵遞後四十八小時或九十六小時（若以空郵寄出）視為已妥為送達；及
  - (c) 若以傳真方法送達，則在顯示傳真已完整地發送後報告發出時視為已妥為送達。

任何此等通知或通訊均必須按客戶資料表格中所列的地址、傳真號碼或電郵地址發出或為了本條款之目的，按中信証券期貨香港同意不時經客戶通知的其他地址、傳真號碼、電郵地址或其他指定方式發出。

- 22.2 就任何由客戶向中信証券期貨香港作出或發出的通訊或通知，客戶必須獨自承擔所有有關風險，並在在中信証券期貨香港實際收到有關通知後方能生效。

- 22.3 如客戶同意中信証券期貨香港可以電子形式向客戶發出任何通知、成交單據、交易確認、定期結單及通訊（如有）（「**電子通訊**」），則客戶同意接受及承擔有關發送及接收電子通訊的所有風險，其風險包括但不限於：

- (a) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊在本質上是不可靠的媒介，可能因互聯網不可預測的交通阻塞、所使用媒體的公眾性質及其他因素，導致干擾、傳輸中斷、延遲傳輸或錯誤資料傳輸；
- (b) 透過互聯網或其他電子媒介傳遞、發送及接收的電子通訊可能未被執行或被延誤；及
- (c) 在符合中信証券期貨香港於私隱條例的義務下，透過互聯網或其他電子媒介傳遞、發送及接收的資料可能被未經授權的第三方獲取，

而且客戶確認及同意，中信証券期貨香港、其關聯人及相關人士均無須就以上情況招致或有關的後果對客戶或任何其他人士承擔任何責任或負責，並特此放棄所有向中信証券期貨香港、其關聯人及／或有關人士就上述事宜作出申索的權力。

- 22.4 儘管有本協議其他任何條款的規定，在不限於以下情況下，中信証券期貨香港可能不時通過其他適當渠道（包括但不限於通過中信証券國際的網頁或客戶的網上交易終端）就若干事項通知客戶：

- (i) 適用的交易規則、中信証券期貨香港的保證金要求、交易費用、其他種類的交易和結算資料、交易制度、報價制度或網頁的更改或修改；及
- (ii) 具體關於客戶的資料，例如交易結算報告、保證金追收通知、強制清算通知、保證金及／或任何種類的交易和結算資料的個別變更通知。

- 22.5 客戶確認並同意，中信証券期貨香港如通過本第 22 條預期的方式發出任何通知或通訊，便已履行其就相關資料通知客戶的義務。

- 22.6 若客戶已請求中信証券期貨香港提供信件留存服務，客戶茲此授權並同意，中信証券期貨香港代客戶接收及持有按本協議送遞給客戶的所有通知、通訊、成交單據、交易確認、定期結單及收據，直至客戶或其授權代表領取為止。客戶承諾迅速地領取該等通知、通訊、成交單據、交易確認、定期結單及收據，任何未被取回的物件，可由中信証券期貨香港按其視為合適的方式處置。客戶同意接受所有與信件留存服務有關的後果及風險，包括但不限於延誤、錯誤、欺詐或偽造的風險。客戶同意全數彌償中信証券期貨香港與信件留存服務有關的所有損失。

## 23. 聯名戶口及合夥商號

- 23.1 如果客戶包括一名以上個人人士（每名人士為「**聯名戶口持有人**」），該戶口將為擁有生存者取得權的聯名戶口。於任何一名聯名戶口持有人身故時，該已故人士於戶口的權益，將歸於尚存人士所有。

- 23.2 與本協議有關的每名聯名戶口持有人須共同及各別承擔責任。

- 23.3 任何一名聯名戶口持有人身故不會構成協議的終止，除非再無尚存的聯名戶口持有人。

- 23.4 中信証券期貨對任何一名聯名戶口持有人作出的任何通知、付款或交付，應為中信証券期貨香港已完全地及充分地履行其根據協議通知、存款或交付客戶的責任。

- 23.5 如果任何一名聯名戶口持有人在精神上無行為能力或被頒布破產令或清盤令，或如果證券戶口的操作受到任何法院法令或任何主管當局對任何一名聯名戶口持有人發出通知的影響，證券戶口的操作（包括提取或轉移資金或資產）將會暫時中止，直至委任破產管理人或接管人或已徵得接管人或破產管理署署長的同意或法院法令已經解除或有關通知已被撤銷（視情況而定）為止。

- 23.6 如顧客是合夥商號：
- (a) 不論合夥商號的組成或名稱有任何轉變或合夥人身故、破產、退休或有任何新合夥人加盟或任何合夥人的權力有任何變更或終止，本協議對合夥商號的不時的合夥人共同及各別地具有法律的約束力；
  - (b) 即使任何其他合夥人或擬受本協議約束的任何其他人士不受約束，每名合夥人仍受約束；
  - (c) 中信証券期貨香港有權就任何事宜分別與一名合夥人交易，包括解除或撤銷該合夥人的任何責任，而不影響任何其他合夥人的責任；及
  - (d) 合夥人對於另一合夥人的責任或債務並無擔保或作出補救的權利。

## 24. 一般條款

- 24.1 在本協議中所述的時間於各方面均為重要要素。

- 24.2 客戶茲此確認其已收到及閱讀協議的英文及／或中文版本，並且明白及接受本協議（包括私隱政策聲明和適用的風險披露聲明）的條款。客戶同意：在本協議（包括私隱政策聲明和適用的風險披露聲明）的中英文版本間出現歧異時，概以客戶於客戶資料表格中選擇為管轄語文的版本為準。若客戶未有在客戶資料表格中作任何選擇的情況下，則以英文版本為準。

- 24.3 若本協議所載的一項或超過一項條文在任何適用法律法規下於任何方面被視為無效、不合法或未能執行，在本協議內所載的其他條文的有效性、合法性及可執行性在任何方面均不受影響或損害。

- 24.4 (a) 協議應讓中信証券期貨香港、客戶及他們各自個別的繼承人，以及任何享有中信証券期貨香港在本協議中部分或所有權利或義務的承讓人或受讓人受益，並對上述人士具約束力。

(b) 在未經中信証券期貨香港事先書面同意前，客戶不得轉移或轉讓其在本協議中所有或任何的權利或義務。

(c) 中信証券期貨香港可不經客戶同意而轉移及轉讓其在本協議中所有或部分的權利、利益及義務，並可向潛在的受讓人或承讓人或擬就本協議與中信証券期貨香港簽訂合約安排的任何其他人士披露中信証券期貨香港認為合適用作該等合約安排之用的資料，包括關於客戶、戶口及客戶交易的資料。

- 24.5 中信証券期貨香港未有或延遲行使本協議的任何權利、權力、補救或特權不應視為放棄該等權利，而單一或部分行使、執行或寬免任何該等權利、權力或特權亦不妨礙中信証券期貨香港作進一步行使、執行有關權利、權力、補救或特權，或行使或執行本協議中的任何其他權利、權力、補救或特權。

- 24.6 客戶同意，中信証券期貨香港在客戶資料表格或其他文件不時要求提供的資料是中信証券期貨香港提供協議之服務所必需的。若客戶未能向中信証券期貨香港提供該等資料，中信証券期貨香港未必能夠為客戶提供或繼續提供有關的服務。客戶可經常聯絡其銷售主任／客戶主任／客戶服務主任以查閱及要求更改或修改該等資料（個人資料除外）。關於資料的查閱要求應向資料保護主任提出，其聯絡詳情已列於私隱政策聲明內。該等資料連同中信証券期貨香港不時取得的任何其他客戶資料可披露予第 3 條及中信証券期貨香港發出的私隱政策聲明中列明的人士並可用作其中所指定的用途。在不損前述的前提下，如任何監管機構（包括期交所和證監會）提出要求，中信証券期貨香港可向該監管機構提供戶口的詳情以協助該監管機構進行或擬進行的任何調查、審查或查詢。

- 24.7 客戶明白並同意，中信証券期貨香港可指派任何人士作為其代理人（簡稱「收數公司」）以在客戶出現違約時催收客戶按協議到期未付中信証券期貨香港的任何金額，而客戶須對中信証券期貨香港每次因此而招致的費用及開支負責，但以適用法律法規規定的範圍為限。此外，中信証券期貨香港有權，客戶亦明白及同意中信証券期貨香港有權於出現違約時就該目的而披露客戶的任何資料給收數公司。

- 24.8 只要中信証券期貨香港、其關聯人及相關人士按誠信原則行事，且在並無嚴重疏忽、欺詐或蓄意失責的情況下，中信証券期貨香港、其關聯人及相關人士毋須對任何延遲或未有履行義務及因此而導致的任何損失承擔責任。此外，中信証券期貨香港、其關聯人及相關人士均毋須對任何直接或間接地源自任何其無法控制的事件所引致的任何損失或任何後果負責，包括但不限於政府限制、實施緊急程序、交易所裁決、第三者行為、停牌或停市、戰爭、罷工、市場情況、騷動、恐怖主義行為或恐怖主義行為的恫嚇或自然災害。

- 24.9 客戶確認其已獲告知中信証券期貨香港主要負責客戶事務的代表的姓名及該代表按該條例持牌或註冊詳情（包括中央編號）。中信証券期貨香港將會就該負責代表的任何變更通知客戶。

- 24.10 本協議各條文的實施並不解除、排除或限制客戶或中信証券期貨香港於香港的適用法律法規下的任何權利和義務（按照該等適用法律法規寬容許者除外）。

- 24.11 客戶須在有關到期日或中信証券期貨香港要求時支付的本協議項下客戶應向中信証券期貨香港繳付的所有款項，及應以即時可動用且不受任何條件或產權負擔限制的資金以該債務的貨幣在有關到期日繳付。所有繳款須為全數繳款，不可作出抵銷或反申索及不可扣除或扣起任何現有的或將來的稅款、關稅、課稅或作任何其他性質的扣減或預扣。如任何將須繳付予中信証券期貨香港的費用須繳付稅款，須作任何扣減或其他的預扣（除有關中信証券期貨香港收入的稅款外），如有需要的話，客戶須立即向中信証券期貨香港繳付此等額以外的金額以確保中信証券期貨香港所收取的金額相等於在沒有作出該等繳付稅款、扣減或預扣任何金額前中信証券期貨香港應收的款項。

- 24.12 本協議廢除及取代之前的所有委託及協議，客戶其後在中信証券期貨香港開設的任何戶口將按本協議操作，惟須符合客戶與中信証券期貨香港另作的書面安排。

- 24.13 中信証券期貨香港承諾就保證金要求（包括利息費用、保證金催繳、未經客戶同意為客戶平倉的情況）方面出現的任何重大變更通知客戶。客戶承諾，如客戶資料表格所載或在其他方面與本協議有關的資料如有任何重大變更，將知會中信証券期貨香港。

- 24.14 本條款及條件各項條款均不可由不屬本條款及條件的簽署方的人士按照《合同（第三者權利）條例》（香港法例第 623 章）強制執行，由中信証券期貨香港的關聯人及他們的相關人士作出的除外。本條款及條件授予第三者的任何權利不包括轉讓權，而廢除或更改本條款及條件不需要得到他們的同意。

- 24.15 客戶的代理人獲客戶授權代其履行民事行為，該代理人須對客戶負責。代理人於代理範圍內以客戶的名義作出的民事行為應被視為客戶自己作出的行為。客戶應承擔代理人按代理安排作出的行為引致的所有責任。

## 25. 修改

- 25.1 中信証券期貨香港有權於任何時間對協議的條款（包括本條款及條件的任何條文）進行增加、修改或刪除。任何修改會在中信証券期貨香港的網站上顯示。中信証券期貨香港會就本條款及條件的任何重大更改通知客戶，雖然確保客戶查看的是條款及條件的現行版本是客戶的責任。

## 26. 管轄法律及適用規定

- 26.1 本協議及本協議中的所有權利、義務及責任均受香港法律所管轄及據其解釋。
- 26.2 就任何與本協議產生的糾紛而言，客戶同意接受香港法院的非獨有司法管轄權管轄，但接受該管轄並不損害中信証券期貨香港於任何其他具有司法管轄權的法院向客戶提出起訴之權利。

- 26.3 若客戶為在香港以外地方居住或註冊的人士或公司，客戶茲委任客戶資料表格中所列的人士作為法律文件接收人，以收取任何涉及客戶的法律訴訟的所有通知及通訊，而客戶亦同意就在香港法院進行的法律訴訟而言，任何送達任何法律文件至該法律文件接收人，即構成對客戶的法律文件的妥善送達。在不影響根據前述句子委任的法律文件接收人的有效性，或送達法律文件至該法律文件接收人的有效性，而客戶已於客戶資料表格或按照本協議第 22 條向中信証券期貨香港提供香港的住址（「**香港地址**」）的前提下，客戶同意就香港法院進行的法律訴訟而言以郵遞或送交方式將法律文件送達該香港地址，即構成對客戶妥為送達法律文件。

## 27. 仲裁

- 27.1 中信証券期貨香港擁有全權的選擇權及絕對酌情權，決定凡因本協議引致或與本協議相關的的任何爭議、爭執或申索、或由此導致的違約、終止或失效，須根據現時生效的《聯合國國際貿易法委員會仲裁規則》（須受任何本條項下修訂管轄）以仲裁方式解決。指定仲裁員的機構為香港國際仲裁中心。仲裁須於香港國際仲裁中心進行，並須只由一名仲裁員仲裁。任何有關仲裁須由香港國際仲裁中心根據本協議日期生效的香港國際仲裁中心仲裁規則進行，包括《聯合國國際貿易法委員會仲裁規則》所包含的附加規則。仲裁程序所使用的語言應為英語。

## 附表 1

### 風險披露聲明

本簡要聲明並未披露期貨及期權交易的所有風險及其他重大情況。鑒於存在風險，客戶只應在了解其欲訂立的合約的性質（和合約關係）以及其風險承受範圍下進行交易。期貨及期權交易不適合多數公眾人士。客戶應小心考慮，鑒於自己的經驗、目標、財務資源及其他相關情況，是否適合進行交易。

#### 進行期貨及期權交易的風險

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，客戶所蒙受的虧蝕可能會超過最初存入的保證金數額。即使客戶設定了附帶執行買賣盤，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需資金，客戶的持仓可能會被斬倉。客戶仍然要對其戶口內因此而出現的任何缺欠數額負責。因此，客戶在買賣前應研究及理解期貨合約和期權，以及根據本身的財政狀況及投資目標，仔細考慮該等買賣是否適合自己，才進行交易。如果客戶買賣期權，應熟悉執行期權及期權到期的程序，以及客戶在行使期權及期權到期時的權利與責任。

#### 保證金買賣的風險

藉存放抵押品而取得融資進行交易的虧損風險可能極大。客戶所蒙受的虧蝕可能會超過客戶存放於中信証券期貨香港作為抵押品的現金及任何其他資產。市場情況可能使附帶執行買賣指示例如「止蝕」或「限價」指示無法執行。客戶可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如客戶未能在指定的時間內支付所需的保證金款額或利息，客戶的抵押品可能會在未經客戶的同意下被出售。此外，客戶將要為其戶口內因此而出現的任何缺欠數額及須繳付的利息負責。因此，客戶應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合自己。

#### 在香港以外地區收取或持有客戶資產的風險

中信証券期貨香港在香港以外地區收取或持有的客戶資產受相關海外司法管轄區的適用法律法規所監管，此等法律法規或與該條例及其規則不同。因此，該等客戶資產未必能享有在香港收取或持有的客戶資產所能獲得的相同保障。

#### 授權代存郵件或直接郵寄郵件予第三方的風險

假如閣下已授權中信証券期貨香港代存郵件或直接郵寄郵件予第三方，則客戶必須盡速親身領取所有閣下戶口之成交單據及戶口結單，並加以詳細閱讀，以確保可及時發現任何差異或錯誤。

## 期貨

### 「槓桿」的影響

期貨交易具有高風險。初始保證金金額相對期貨合約的價值很少，交易因此屬「槓桿」交易。市場相對輕微的變動會對客戶存入或將存入的資金帶來高比例的影響：這可對客戶有利或不利。客戶可能全部損失初始保證金及為了維持客戶在中信証券期貨香港的持仓而存入的任何額外資金。假如市場變化對客戶的持仓不利或令保證金水平提高，客戶可能還要求於短時間內支付龐大數額的額外資金以維持持仓。倘若客戶未能符合要求在規定時間內提供額外資金，客戶的持仓會被斬倉造成損失，客戶並須對任何缺欠數額負責。

### 減低風險的買賣指示或策略

作出若干買賣指示（例如「止蝕」或「限價」指示）以限制損失於若干金額未必有效，因為市場狀況可能會令執行此等指示變得不可行。使用混合持仓的策略例如「跨期」或「跨價」持仓可能與簡單「長倉」或「短倉」有相同風險。

## 期權

### 風險可變程度

期權交易具有高風險。期權的買賣方均應熟悉他們欲交易的期權種類（即認購和認沽）和關連風險。客戶應計算為使持仓有利而必須增加期權價值的範圍，並將溢價和所有交易成本考慮在內。

期權買方可抵償或行使期權或容許期權到期。行使期權的結果，是現金結算或買方購買或交付基礎權益。倘若期權關於期貨合約，買方會取得附帶保證金責任的期貨合約持仓（請見上文關於期貨的部分）。假如所購的期權於沒有價值下到期，由期權溢價和交易成本組成的客戶投資會蒙受全額損失。假如客戶預期購買極價外期權，便須知道該種期權獲利的機會一般很微。

銷售（「出售」或「授予」）期權隨之而來的一般是遠高於購買期權的風險。雖然賣方所收的溢價是固定的，但賣方可能會蒙受遠高於該金額的損失。假如市場變動對其不利，賣方須負責支付維持持仓所需的額外保證金。賣方也須承受買方行使期權的風險，及有責任以現金結算該期權或購買或交付基礎權益。倘若期權關於期貨合約，買方會取得附帶保證金責任的期貨合約持仓（請見上文關於期貨的部分）。假如所購的期權受賣方於基礎權益或期貨合約或另一期權內持有的相應持仓所涵蓋，風險或會減少。假如期權不受涵蓋，損失的風險可以無限大。

一些司法管轄區的若干交易所容許延遲支付期權溢價，令買方有責任支付不超過溢價金額的保證金。買方仍須承受損失溢價和交易成本的風險。當期權行使或到期時，買方須負責支付當時未付清的溢價。

### 期貨及期權的共同額外風險

#### 合約條款細則

客戶應詢問中信証券期貨香港其交易的特定期貨或期權的條款及細則以及關連責任（例如如果出現某些情況令客戶有責任交付或接受交付期貨合約的基礎權益，以及（關於期權）行使的到期日和時間限制）。在若干情況下，未完成合約的規範（包括期權的行使價）或會遭交易所或結算所更改以反映基礎權益的變更。

#### 中止或限制交易和定價關係

市場狀況（例如流動性不足）及/或若干市場的規則（例如因為限價或停市措施而中止某種合約的交易或於某合約月進行交易）的運作或會造成難以或不可能進行交易或斬倉/相抵持仓，從而增加損失的風險。

假如客戶出售期權，可能增加損失的風險。

再者，基礎權益與期貨之間和基礎權益與期權之間的正常定價關係或許不存在。例如在期權相關的期貨合約須受限規限而期權則不受規限時，便會出現此情況。沒有基礎參照價格，或會造成難以評定價值是否「公平」。

#### 存入現金和財產

客戶應熟悉關於客戶就本地和外地交易而存入的款項或其他財產的保障，尤其在出現無力償債或破產的情況時。客戶追討款項或財產的範圍或受具體法例或當地規則管轄。在一些司法管轄區，就出現不足時作出分配而言，已經具體識別為客戶的財產的計算百分比與現金的相同。

#### 佣金及其他費用

客戶開始交易前，應徵詢關於客戶須要負責的所有佣金、收費及其他費用的清楚說明。這些費用可影響客戶的純利（如有）或增加客戶的損失。

#### 在其他司法管轄區進行交易

在其他司法管轄區包括以前與本地市場有聯繫的市場進行交易會令客戶承受額外風險。此等市場或須符合若干規則，而這些規則對投資者的保障可能不同或較少。客戶進行交易前，應查詢關於所進行的特定交易的任何規則。客戶的當地監管機關可能要求強制執行客戶進行交易的其他司法管轄區的監管機關或市場的規則。客戶開始進行交易前，應向中信証券期貨香港詢問關於在本身司法管

轄區及其他相關司法管轄區可有的補償方法種類。

### 貨幣風險

進行外幣計價合約的交易（不論是否在客戶本身的司法管轄區）時，如須將合約幣值變換為另一幣值，會受匯率變動影響。

### 交易設施

電子交易設施是由基於電腦部件的系統支援，用以路由、執行、配對、登記指示或結算交易。與所有設施及系統一樣，它們會遭受短暫干擾或失靈。客戶追討若干虧損的能力可能受限於系統供應商、市場、結算所及/或參與商號就承擔責任而實施的限制。該等限制可能有異，客戶應就此向中信証券期貨香港詢問詳情。

### 電子交易

於一個電子交易系統上進行交易可能與在公開喊價市場上進行交易不同，也可能有別於在其他電子交易系統上進行交易。如果客戶在一個電子交易系統上進行交易，客戶將要面對與系統相關（包括硬體及軟件失靈）的風險。任何系統故障可能導致未能按照客戶的指令執行指示，又或根本沒有執行客戶的指示。

### 交易所以外進行交易的風險

於若干司法管轄區，只有在有限的情況下一些商號可獲准進行交易所以外的交易。中信証券期貨香港在交易中可能代表客戶的對手方行事。可能難以或不能將現有持仓平倉、評估價值、確定公平價值或評估所面對的風險。因此，此等交易可能涉及更大風險。交易所以外進行的交易受到的監管可能較少或由另一個監管制度監管。客戶於進行該等交易前應熟悉適用的規則及其伴隨的風險。

## 附表 2

### 關於買賣恒生指數期貨及期權的免責聲明

以下免責聲明乃按照《買賣股份指數期貨規例》第 020 條及《買賣股份指數期權規例》第 024 條向閣下（貴客戶）提供，閣下（貴客戶）務請留意其內容。

#### 1. 恒生指數期貨免責聲明

恒生指數服務有限公司（「恒指公司」）目前印行、編匯及計算若干股票指數，亦可能按恒生資訊服務有限公司（「恒資服務」）的要求，不時印行、編匯及計算其他股票指數（合稱「上述恒生指數」）。上述恒生指數的標記、名稱及編匯計算程式乃恒資服務的專有財產及專利。恒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，准其使用恒生指數及其四個分類指數、恒生中資企業指數及恒生國企指數，其用途只限於根據此等指數分別設立、銷售及買賣期貨合約，並可不時授予期交所使用任何其他上述恒生指數作相應用途，以根據此等其他上述恒生指數設定期貨合約（合稱「上述期貨合約」）。恒指公司可隨時修訂或更改編匯及計算任何上述恒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、恒資服務及恒指公司，概不就上述恒生指數或其中任何指數及其編匯、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恒生指數或其中任何指數的任何擔保、聲明或保證。再者，期交所、恒資服務及恒指公司概不就為上述期貨合約或其中任何合約及/或其買賣的緣故或與其有關的事宜而使用上述恒生指數或其中任何指數，或就恒指公司匯編及計算上述恒生指數或其中任何指數的任何不確、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中任何合約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/或恒資服務及/或恒指公司提出與本免責聲明所述事項有關或該等事項引致的索償、訴訟、或法律程序。買賣上述期貨合約或其中任何合約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、恒資服務及/或恒指公司。

#### 2. 恒生指數期權免責聲明

恒生指數服務有限公司（「恒指公司」）目前印行、編匯及計算若干股票指數，亦可能按恒生資訊服務有限公司（「恒資服務」）的要求，不時印行、編匯及計算其他股票指數（合稱「上述恒生指數」）。上述恒生指數的標記、名稱及編匯、計算程式乃恒資服務的專有財產及專利。恒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，准其使用恒生指數及其四個分類指數、恒生中資企業指數及恒生國企指數，其用途只限於根據此等指數分別設立、銷售及買賣期權合約，並可不時授予期交所使用任何其他上述恒生指數作相應用途，以根據此等其他上述恒生指數設定期權合約（合稱「上述期權合約」）。恒指公司可隨時修訂或更改編匯及計算任何上述恒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、恒資服務及恒指公司，概不就上述恒生指數及其編匯、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恒生指數或其中任何指數的任何擔保、聲明或保證。再者，期交所、恒資服務及恒指公司概不就為上述期權合約或其中任何合約及/或其買賣的緣故或與其有關的事宜而使用上述恒生指數或其中任何指數，或就恒指公司匯編及計算上述恒生指數或其中任何指數的任何不確、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中任何合約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/或恒資服務及/或恒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、或法律程序。買賣上述期權合約或其中任何合約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、恒資服務及/或恒指公司。

#### 3. 香港期交所免責聲明

香港期貨交易所有限公司（「期交所」）可不時設立股票指數及其他專利產品，以便在期交所進行期貨買賣。香港期交所台灣指數，即為首項由期交所設立的此等股票指數。香港期交所台灣指數及期交所不時設立的其他股票指數或專利產品（「期交所指數」），乃屬期交所的財產。期交所指數的編匯及計算程式，目前及將來均為期交所的專有財產，由期交所擁有專利權。期交所可隨時改變或更改編匯及計算期交所指數的程序及基準，而毋須作出通告，期交所並可隨時要求期交所指定的某等期貨或期權合約參照另外一項將予計算的指數進行買賣及交收。對於期交所指數或其編匯及計算及任何有關的資料的準確性或完整性，期交所不向期交所任何參與者或任何第三者作出擔保或聲明或保證，亦無給予或隱含任何期交所指數或其中任何指數的任何擔保、聲明或保證。再者，對於



期交所指數的用途或期交所或期交所委任以編匯及計算任何期交所指數的任何其他人士，於編匯及計算任何期交所指數方面的任何不確、遺漏、錯誤、謬誤、延誤、干擾、中斷、更改或失效（包括但不限於因疏忽而引起者），或買賣以任何期交所指數為根據的期貨或期權合約的任何期交所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，期交所概不承擔任何責任。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、或法律程序。參與買賣以任何期交所指數為根據的期貨及期權合約而完全知悉本免責聲明的任何期交所參與者或任何第三者，不應在任何方面倚賴期交所。

# **中信証券期貨（香港）有限公司**

## **CITIC Securities Futures (HK) Limited**

期貨及期權買賣條款

# 期货及期权买卖条款

## 致: 中信证券期货（香港）有限公司

香港中环添美道 1 号

中信大厦 26 楼

证券及期货条例（香港法例第 571 章）的持牌法团，获准许经营第二类

（期货合约交易）规管活动

中央编号：AHR752

香港期货交易所有限公司参与者（期货佣金商人）

本人/本公司等（简称「客户」）特此同意，下列条款及条件（「条款及条件」）适用于中信证券期货（香港）有限公司（「中信证券期货香港」）或「我们」按其/我们的绝对酌情权不时对客户/阁下/彼提供的所有期货及期权及相关服务。

本不时修订及/或补充之条款及条件（以及任何附件）及由客户或其代表填写的《客户资料表格》以及就有关交易发出的任何确认书、成交单据、条款书及认购文件（或类似性质的文件）（合称「协议」）构成具法律约束力的合同，并在客户给予指示时或通过向本行作出买卖指令后生效。中信证券期货香港可不时按其绝对酌情决定全部或部分修改本条款及条件。更新版本可见于中信证券期货香港的网页 [www.citics.com.hk](http://www.citics.com.hk)。

### 1. 定义及释义

1.1 在此等条款中，除文义另有所指外，下列词语及词句应具有下列含义：

「**户口**」指客户不时为与商品、期货合约及/或期权合约买卖、交易或其他处置方式有关的使用而在中信证券期货香港开立及维持的户口（不论以姓名、号码或以其他方式指定开立的）；

「**帐户资料**」指任何关于帐户的资料，包括但不限于帐户号码、帐户结余或价值、帐户的总收入和收支；

「**附属人**」就任何特定一方而言，指任何法律实体而在任何时间，此实体直接或间接控制该特定一方、受该特定一方直接或间接控制或与其受到共同控制；

「**适用法律法规**」指：(i) 任何适用的本地或外地法律、宪法、法例（例如该条例）、法规、付款要求、指示、指引、守则、实务守则（例如证监会的操守准则）、指引说明、规则、附例、惯例和相关市场、政府或监管机构、交易所、结算所及/或其他机构的惯例、使用、裁断、解释、标准、征费及/或行政要求（包括与两个或以上司法管辖区的政府或监管机关之间订立的政府与政府间的协议有关的）；及 (ii) 中信证券期货香港（或任何其它中信证券国际集团公司）与任何司法管辖区的任何政府或税务机关之间的协议（包括但不限于任何其它中信证券国际集团公司按照 FATCA 而签订的任何协议）。

「**被授权人**」指已经被客户指定或按有关公司或其他程序由客户正式授权（有关文件须呈交中信证券期货香港并须获得其接纳以兹证明）代其执行与本协议有关事宜之人士。在中信证券期货香港未收到客户合适的书面通知撤销该项授权前，该等人士应为有效之被授权人。客户如属个人，除客户另行通知中信证券期货香港外，则被授权人应包括客户本人。「被授权人」一词亦指多位被授权人中的任何一位；

「**现金保证金**」指客户于任何时间及不时存入中信证券期货香港作为保证金的任何及所有现金、款项及金额（包括任何附带的应计利息）；

「**押记**」指按第 7 条规定制订的现金保证金的保证；

「**结算所**」指就期货或期权而言，提供与该期货或期权有关的清算及/或结算服务的结算所（不论是否位于香港）；

「**客户款项规则**」指证监会按照该条例第 149 条订立并不时修订之《证券及期货（客户款项）规则》（香港法例 571 章）；

「**客户款项常设授权**」指客户赋予中信证券期货香港之客户款项常设授权。该客户款项常设授权根据第 16 条的条款订立，并经不时修订或补充。

「**平仓合约**」指下列其中之一：

- 客户就一期货合约或期权合约订立代表相同数量及性质的相关商品并在同一日期交收但以相反持仓的另一相应期货合约或期权合约，以取消早前的合约及/或结算该早前合约的利润或损失；或
- 一份按照相关结算所的规则被视为平仓合约的期货合约或期权合约；而「平仓中」、「平仓」或「已平仓」均应根据此解释。

「**中信银行国际**」指中信银行（国际）有限公司；

「**商品**」指任何货币、证券、汇率、利率、指数（不论是股票指数或其他指数）、实质资产（包括金属、贵金属、矿产、农产品、石油、能源及土地）及/或财产；

「**赔偿基金**」指根据该条例所成立之投资者赔偿基金；

「**中信证券国际**」指中信证券国际有限公司；

「**各中信证券国际集团公司**」指中信证券期货香港在 FATCA 下的任何附属实体；而「**中信证券国际集团公司**」则指他们任何之一。

「**客户**」指如属个人，则不论在何处应用，应包括客户及其各自的遗嘱执行人、遗产管理人、承继人及遗产代理人；客户如属合伙经营商号则包括户口维持期间不时出任该商号的合伙人的人士及其各自的遗嘱执行人、遗产管理人，遗产代理人及该合伙经营商号的许可承继人；客户如属公司则包括该公司及其许可承继人；

「**客户资料表格**」指中信证券期货香港不时指定格式并载有中信证券期货香港为本协议的施行而需要的客户资料的客户资料表格；

「**资料**」指是指任何指以电子或其他方式记录并已识别或可识别的自然人有关的各种个人信息，从中可以直接或间接确定个人身份，但不包括已匿名化的信息；

「**资料保护法**」是指与资料的收集、使用、披露和安全相关的所有不时修订或更新的适用法律、法规、指南、业务守则、判决，包括但不限于隐私条例；

「**电子指示**」具有本条款及条件第 18.2 条给予的涵义；

「**违约事项**」具有本条款及条件第 19.1 条给予的涵义；

「**交易所**」指就期货或期权而言，该期货或期权进行交易的交易所（不论是否位于香港）；

「**FATCA**」指美国的《1986 年国内税法》（不时修订、修改及/或补充）第 1471 至 1474 条以及任何附属、类似或相似的法例、条约、政府与政府间的协议、法规、指示或不论香港以内或以外的任何管辖区的任何机关的其他官方指引。

「**期货合约**」指具有以下效力之合约：

- 一方当事人承诺在双方约定在将来时间及以约定的价格，交付与另一方当事人双方约定之商品或约定数量的商品；或
- 双方同意在将来的时间根据约定的商品当时之价值涨跌或是否高于或低于（视情况而定）与签订合约时双方协定之价值而作出调整，有关差额将根据在订立该合约之交易所

规则决定；

就上述的每个个案而言，不论有关商品是否可予交付，及「期货」应据此解释。

「**期交所**」指香港期货交易所有限公司；

「**期交所合约**」指经证监会及期交所批准在期交所不时设立及经营的任何一个市场上进行买卖，而可能会构成期货合约及/或期权合约的商品合约；

「**期交所规则**」指期交所不时修订、补充及/或变更的规则、规定及程序；

「**香港**」指中华人民共和国香港特别行政区；

「**身份资料**」具有本条款及条件第 3.3 条给予的涵义；

「**指示**」是指中信证券期货香港真诚地相信是由客户或被授权人就卖出或买入任何期货合约或期权合约、将之平仓或以任何其他方式处置或与其有关的任何事宜而发出的书面、口头或电子通讯，并为免存疑，应包括电子指示；

「**损失**」指任何损失、损害赔偿、诉讼、申索、索求、行动、责任、讼费、刑罚、罚款、税项、费用及支出不等，包括但不限于任何直接或间接、特别或招致的损失（不论有关合约方是否知悉发生该等损失的可能性或对其有合理预测）、任何盈利损失、收入损失、商誉或声誉的损害、损失合约或生意机会、损失款额用途、无法收回款额、错误缴付款额、利息及任何其他对第三方任何性质的责任；

「**保证金**」指中信证券期货香港要求提供予中信证券期货香港作为客户履行任何期货合约或期权合约及/或其他产生本协议或与协议有关的责任的保证的现金、证券、担保及/或其他中信证券期货香港认为可接受的抵押品，而其数量、价值及形式由中信证券期货香港决定；

「**款项**」具有本条款及条件第 16.1 给予的涵义；

「**综合户口**」指客户在中信证券期货香港开立的户口，而中信证券期货香港已获通知该户口是为客户的一位或多位顾客（而非客户本身）操作；

「**期权合约**」指该等合约，其中一方当事人依据此合约赋予另一方当事人在双方同意之将来日期或之前（视乎情况而定）当拥有该权利的一方选择时，在双方同意之将来日期当天行使选择以双方事先同意的价格或数量认购或（视乎情况而定）处置任何商品，不论有关商品是否可予交收，而「期权」应据此解释；

「**该条例**」指《证券及期货条例》第 571 章及根据该等法例所不时修订、修改或取代之附属法例；

「**隐私条例**」指香港法例第 486 章《个人资料（隐私）条例》及据此而作并不时修订、修改或更新之任何附属立法；

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「**隐私政策声明**」是指中信证券期货香港不时发出、修改及补充的个人资料的保护政策、通告及/或有关个人资料的通知，及在中信证券期货香港公司网站上刊载的「隐私政策声明」；

「**相关人士**」具有本条款及条件第 3.2 条给予的涵义；

「**该等服务**」具有本条款及条件第 18.1 条给予的涵义；

「**结算户口**」指客户资料表格中客户指定作为结算户口的银行账户或客户不时以书面通知中信证券期货香港的其他银行账户；

「**证监会**」指香港证券及期货事务监察委员会；

「**证监会操守准则**」指经不时修订、补充及/或变更的《证券及期货事务监察委员会持牌人或注册人操守准则》；

「**供应商**」具有本条款及条件第 18.2 条给予的涵义；

「**系统**」具有本条款及条件第 18.2 条给予的涵义；

「**第三者供应部件**」具有本条款及条件第 18.2 条给予的涵义；

「**最终受益入**」具有本条款及条件第 3.3 条给予的涵义；以及

「**变价调整**」指客户就户口中之每份未平仓期货合约及/或期权合约以每日结束时收市价为基准每日计算之应付予中信证券期货香港之款项。

1.2 单数词应包括其复数词，反之亦然；任何阳性词、阴性词和中性词应包括其阳性词、阴性词和中性词。对人士的提述包括个人、商号、独资企业、合伙商号及公司。

1.3 「**其他**」及「**包括**」等词语并不限制任何前文词语的一般性，以及在该等词语可作更广泛解释时不应解释为受限于前文词语的相同类别含义。

1.4 对条文的提述应解释为对不时经修订及于当时生效的本条件及条款的条文的提述。

1.5 本条件及条款加入的标题仅供参考，不应影响本条件及条款规定的含义或解释。

### 2. 户口

2.1 客户须开立及维持户口以进行及记录按照本协议进行之所有期货及期权买卖及/或其他处置方式。

2.2 客户若是个人应在开户前按财务和心理的角度评估其风险承受水准。

2.3 若客户已将自己已签署的本协议的实物文本、中信证券期货香港所要求的客户身份证明文件及签发予中信证券期货香港数额由中信证券期货香港规定于香港持牌银行开立的客户户口存款的支票（支票上附有身份证明文件上显示的客户的姓名及与客户资料表格中签署相符的签署）送交予中信证券期货香港，中信证券期货香港可接受客户开立户口的申请而毋须客户亲身到中信证券期货香港的办事处。不论本第 2.3 条所述，中信证券期货香港可以要求客户亲临其办事处以在开立户口前核证身份。但若中信证券期货香港未有要求客户亲临其办事处，户口将在客户的支票获结算后方始启用。

### 3. 客户身份及资料

3.1 客户应使用正确合法的身份开立户口。

3.2 中信证券期货香港、其附属人和他们各自的董事、股东、高级人员、雇员、代表或代理（合称「**相关人士**」）获授权自行或指示他人就客户、其当事人及/或所有关于或附带于协议的事情进行任何检查及查询（包括但不限于查明或核实客户的财务状况和投资目标、信贷调查、尽职调查及/或关于任何法律及/或监管调查的检查和查询）并就此而接触任何相关各方，包括客户的银行。在符合本条款及条件第 24.6 条和客户在隐私条例下的权利下，中信证券期货香港、其附属人和相关人士获授权披露所取得的任何此等信息给：

- 任何交易所、市场、结算所、官方机构或监管机构、证券及期货监察委员会、或其他团体、人士或机构不论是否因法律、法令或适用于中信证券期货香港及其附属人者的规定有所要求（包括期交所及/或证监会）（合称「**监管机构**」），以便达致与本协议有关的目的，或协助该监管机构进行调查、查询或审查；
- 其任何分公司或任何附属人或相关人士；
- 中信证券期货香港及其附属人的任何专业顾问；及
- 关于履行指示或中信证券期货香港在协议下对客户负有的义务的任何第三者服务提供者、经纪、代理、保管人、存管处或类似机构。

3.3 在本协议中：

- 「**最终受益入**」一词指就本协议中中信证券期货香港为客户进行或将进行的任何交易而言的下列个别或每个人士，该人士 (i) 为委托人，客户在该交易中作为该人士的代理人，

或(ii)享有该等交易的商业或经济利益及/或承担其商业或经济风险,或(iii)最终负责为该等交易发出指示;及

(b) **「身份资料」**一词,就任何人而言,指该等人士的真实及全部的身份证明,包括该等人士名下的别名、地址、职业、及联络详情。

3.4 在不违反第3.2条一般性的原则下,客户同意,如果中信证券期货香港、其关联人及/或相关人士已从监管机构接获要求或查询,包括关于与协议有关的交易的要求或查询时,以下条文将适用:

(a) 客户应在收到中信证券期货香港的要求后即时向中信证券期货香港、相关关联人及/或监管机构提供所要求的资料,包括(i)客户; (ii)客户在该户口为其进行交易(不论是受监管委托基准)的当事人;及(iii)该宗交易内的最终受益人(或如与最终受益人不同并非为客户所知,就该宗交易作出指示的一方)的身份资料、任何帐户资料、财务及其他资料;

(b) 如客户为某集体投资计划、全权委托帐户或全权委托信托进行交易,客户应在中信证券期货香港作出要求后即时向中信证券期货香港、其关联人及/或监管机构提供该集体投资计划、全权委托帐户或全权委托信托以及最终就该宗交易代表该集体投资计划、全权委托帐户或全权委托信托作出指示的人的身份资料;

(c) 如客户为某集体投资计划、全权委托帐户或全权委托信托进行交易,客户应在其代表该计划、帐户或信托投资的委托遭推翻后尽快可行的时间通知中信证券期货香港。客户并应在中信证券期货香港要求后即时向中信证券期货香港、其关联人及/或监管机构提供就最终就该宗交易作出指示或(如适用者)给予任何指示导致作出该等指示的人的身份资料;

(d) 如果客户知悉其客户为相关客户的中介人,而并不知悉为其进行交易的该相关客户的身份资料,彼确认:(i)彼与其客户已作出安排,于被要求时有权即时从客户取得第3.4(a)、(b)及(c)条列明的资料,或促使取得该等资料;及(ii)彼将应中信证券期货香港的要求,就有关交易即时向其发出进行交易指示的客户,要求取得该等资料,并于从其客户取得或促使取得该等资料后,随即向中信证券期货香港、其关联人、相关人士及/或监管机构提供该等资料;及

(e) 如果客户处于具备客户保密法例的司法管辖区,彼同意根据此第3条披露资料。如果客户代表其顾客行事,而有关保密法禁止作出披露,客户将促使取得该宗交易最终受益人同意,根据此第3条披露任何资料。此外,客户作为中信证券期货香港的一名客户,同意豁免任何适用客户保密法例所提供的保障,或客户作为一名对手方或中介人,同意促使相关之交易最终受益人对该等保障作出书面豁免。

3.5 另外,客户承诺在中信证券期货香港于任何时间或不时要求下向其提供有关客户或其当事人的身份资料、帐户资料、财务状况和中信证券期货香港要求的任何其他资料(包括任何户口及/或透过户口进行的交易的最终受益人身份资料)。当所提供或与本协议有关的资料有任何重大变化时,客户及中信证券期货香港各自向对方承诺通知对方有关变化。

3.6 客户在此第3条项下的责任于任何交易完成后或本协议终止后依然生效。

3.7 如果客户未能履行此第3条规定的责任,中信证券期货香港必须按照证监会的要求拒绝代表客户进行交易。再者,如果中信证券期货香港未能遵守交易所规则第606(a)或613(a)条关于客户交易的披露要求,期交所的行政总裁可要求中信证券期货香港将任何或全部由中信证券期货香港代表客户持有的持仓进行平仓(或要求结算所进行该等平仓)或/由中信证券期货香港将代表客户持有的任何或全部持仓征收保证金附加费。

**4. 指示及服务**

4.1 中信证券期货香港谨此获授权按照及依据指示为户口买入及卖出期货及期权、将之平仓或以其他方式处置,但中信证券期货香港拥有全权及绝对酌情权拒绝接受任何指示而毋须给予任何理由,亦毋须因其不接受或履行此等指示或未有通知客户此等不接受指示之原因而引起或与其有关的损失而负责。在不损前述一般性的前提下,中信证券期货香港可于以下情况拒绝执行有关指示:

(a) 假如任何指示不清晰、中信证券期货香港收到矛盾指示、中信证券期货香港真诚地相信有关指示涉及欺诈、伪造或未经授权或若执行该指示会违反对客户、被授权人及/或中信证券期货香港的适用法律法规;或

(b) 除非其信纳,客户已向中信证券期货香港提供足够而即时可有的资金或商品以结算相关交易。在中信证券期货香港实际收到不受任何条件或产权负担规限的相关资金或商品前,此等资金或商品不会被视作即时可用。客户不可撤销地授权中信证券期货香港及其持牌代表签署或以其他方式令每项指示生效,以结算户口或按照协议代表客户执行的期货或期权交易,包括将净所得款存入或转拨至结算帐户或客户指定的其他银行账户或安排供亲身领取给予客户的净所得款支票或将之送交客户指定的地址,风险由客户承担。

4.2 如客户及/或被授权人由多于一人组成,中信证券期货香港可接纳及进行任何其中一人下达的指示。

4.3 尽管客户与中信证券期货香港就规管户口之操作签订之开户书或其他协议之条款另有规定,中信证券期货香港获授权(但并无义务)接纳及履行任何客户透过电话、电子或其他媒介给予的就有关任何期货及期权交易或户口之款项转移或任何关于本协议其他目的指示。任何有关户口或本协议指示若由任何能报上或输入之号码或中信证券期货香港编配予客户之私人密码,并能提供中信证券期货香港可能要求的其他资料(包括任何数码证书或数码签署)之人士所发出,该指示将视为由客户发出的适当、有效及对客户有约束力之指示。

4.4 中信证券期货香港视所有给予的指示为完全授权及对客户具约束力,不论给予指示当时之情况或该等指示之性质或数额,及该等指示有任何错误、误会、缺乏清晰、传达错误、欺诈、伪造或未经授权(惟由香港具管辖权法院经终审及司法程序确定中信证券期货香港之严重疏忽、欺诈或蓄意过失则属例外)。客户同意对中信证券期货香港有明确责任,以防止其收到欺诈、伪造、错误或未被授权的指示。中信证券期货香港没有责任查询指示之真实性或证实发出或声称发出指示人士之身份、权力或真诚。

4.5 客户无条件地及不可撤回地同意按客户要求全数弥偿中信证券期货香港、其关联人及/或相关人士,并确保中信证券期货香港、其关联人及/或相关人士不会(不论是直接或间接)由于按照本条款的规定同意行动及/或执行指示而受损害或蒙受损失。

4.6 中信证券期货香港为客户的执行代理人,不会对客户或代表客户订立的任何卖出、买入期货及期权、将之平仓或以其他方式处置的交易的价值或特点作任何保证。尽管前文所述,客户确认及同意中信证券期货香港可为其本身或其任何交易员进行买卖交易,而中信证券期货香港的董事、高级职员或雇员亦可为其本身或其任何交易员进行买卖交易。如果中信证券期货香港作为一项交易的主体,则将会在有关交易单据中向客户作出披露。

4.7 中信证券期货香港可根据其绝对酌情权决定以何种形式透过任何交易所或结算所的参与者或有关市场的经纪或代理或任何其他人士(不论是否以任何形式与中信证券期货香港有联系)为客户执行客户的交易。中信证券期货香港将毋须就源自有关的交易所中获取的佣金、报酬、利润或其他利益向客户作出任何交代。中信证券期货香港将毋须为该等行动及遗漏该等人士负上责任。

4.8 客户承诺:

(a) 确保其私人密码保持机密及其数码证书妥善保管;

(b) 若客户得悉或怀疑有任何未经授权之披露或取得其私人密码或数码证书,或有未经授权之交易进行,会按实际情况尽快通知中信证券期货香港。

4.9 (a) 客户不会及不会试图在任何禁止中信证券期货香港提供服务或禁止客户使用该等服务或中信证券期货香港不能对客户执行此等条款的国家或司法管辖区使用任何中信证券期货香港的服务;

(b) 客户确认及同意,彼并不拥有任何市场数据的专有权,亦不拥有为了任何服务(包括下列第18条提及的电子交易服务)由中信证券期货香港提供的系统部件组成的电脑软件持续的知识产权。客户亦保证不会及不会试图对任何与中信证券期货香港服务相关的

任何电脑软件或部件部分进行还原工程、分拆、解编、改动、损毁、销毁或以其他方式改动;及

(c) 客户在通过电子方式使用中信证券期货香港的任何服务时会采取合理审慎措施,包括但不限于在取用中信证券期货香港的任何服务完毕时关闭浏览器或清除浏览器的快取(包括但不限于电脑上的使用)。

4.10 中信证券期货香港可接受客户向中信证券期货香港递交并获中信证券期货香港认可的核证机关颁发的数码证书所证明的数码签署。中信证券期货香港可将此数码签署视作有关人士的亲笔签名。

4.11 如果有关的数码证书已在储存库内公布,中信证券期货香港可假设由客户或代表客户递交之数码证书内的资料均为正确。

4.12 中信证券期货香港可按其绝对酌情权决定作出或避免作出中信证券期货香港认为必要或合宜的任何行动,以符合适用法律法规及/或防止或补救违反适用法律法规,中信证券期货香港、其关联人及/或相关人士均无须就任何行动或无法行事(不论直接或间接)产生或与此有关的任何申索、损失及损害向客户或其当事人负责。再者,中信证券期货香港为了符合适用法律法规而作出或拒绝作出的任何事情对客户具法律约束力。

4.13 客户承诺不参与任何导致中信证券期货香港、其关联人及/或相关人士违反适用法律法规的行为,并应弥偿、保护及使中信证券期货香港、其关联人及/或相关人士不受因为或关于客户违反其于本协议下的任何义务而产生的任何损失、申索、赔偿及责任(包括中信证券期货香港、其关联人及/或相关人士合理必要招致的任何费用)所损害。

4.14 客户不可撤销地同意对中信证券期货香港代表客户及/或按照客户的指示进行的任何交易全面负责,客户也不可撤销地同意对中信证券期货香港、其关联人及/或相关人士完全因为或关于上述交易而招致的所有义务和责任(包括但不限于任何损失)负责。

4.15 客户确认并同意,中信证券期货香港可代表客户及/或按照客户的指示,与/或通过任何交易所、结算所、机构及/或交易对手(合称**「交易对手」**)的任何参与者进行交易。不论中信证券期货香港是否被交易对手视为任何交易的当事人、主事人、代理人或任何其他身份,客户同意:(i)中信证券期货香港于任何时间在中信证券期货香港代表客户及/或按照客户的指示通过交易对手而进行的交易内作为客户的代理而行事;(ii)客户在任何时间是此等交易的主事人,除非中信证券期货香港在相关的成交单据内对客户作出不同披露。

4.16 不论中信证券期货香港是否被视为交易对手所进行的任何交易的当事人、主事人、代理人或其他身份,在中信证券期货香港、其关联人及/或相关人士并无严重疏忽、欺诈或蓄意违约(如经法院司法裁定)的情况下,客户同意就中信证券期货香港、其关联人及/或相关人士直接或间接关于执行客户的指示而可能蒙受或招致的所有申索、付款要求、行动、责任、诉讼和损失(包括但不限于按全面弥偿基准计算的法律费用),按中信证券期货香港、其关联人及/或相关人士要求,全面弥偿中信证券期货香港、其关联人及/或相关人士并令其不受损害。

4.17 客户承认并同意,由交易产生或与本协议有关的任何文件或书面文书的签名、签署或交付应被视为包括电子签名或以电子形式保存记录,并在香港法例《电子交易条例》(第553章)准许的范围内,该等电子签名或以电子形式保存记录具有以墨水亲笔签署的签名具有相同的法律效力、有效性及/或可执行性。就本协议而言,“电子签名”包括但不限于由客户或客户正式授权的人通过电子邮件、传真或其他电子传输方式亲笔签署的文件的扫描副本、证书颁发机构颁发的数字证书,或使用中信证券期货香港或其关联公司发布的应用程序。

**5. 交易惯例**

5.1 中信证券期货香港、其关联人及/或相关人士在适当考虑过适用法律法规及对所有客户是否公平之后,可按其/我们的全权酌情权决定在执行指示时的优先次序。

5.2 若中信证券期货香港、其关联人及/或相关人士未能订立指示中指明的数量的期货合约或期权合约,中信证券期货香港、其关联人及/或相关人士可在未有事前知会客户的情况下,为客户订立其我们认为适合而数量较少的期货合约或期权合约。客户应受所订立的该等合约约束。

5.3 对于因通讯设施的损坏、失灵、失常、中断而导致指示的传达出现延误或失败,或中信证券期货香港、其关联人及/或相关人士无法控制的任何其他延误或失败,中信证券期货香港、其关联人及/或相关人士均毋须承担责任。

5.4 由于环境的限制及/或现货及期货价格或市况迅速转变,中信证券期货香港、其关联人及/或相关人士可能未必能够全数执行或依照在某个时间的报价或按照「最佳价」或「市价」执行客户的指示,但客户仍同意受中信证券期货香港、其关联人及/或相关人士真诚地代其进行的有关交易的约束。中信证券期货香港、其关联人及/或相关人士均无须就本条所预期的原因对任何延误或未能完全执行任何指示而负责。

5.5 取消或修改指示的要求,只可在有关指示获执行之前作出,并须视乎是否获中信证券期货香港、其关联人及/或相关人士接纳(该接纳不应被不合理地拒绝)。如果在中信证券期货香港、其关联人及/或相关人士接纳取消指示要求前,有关的指示已经获全数或部分执行,客户同意对由中信证券期货香港、其关联人及/或相关人士按照本协议代客户进行的有关交易负上全部责任。除非有关取消或修改指示的要求已获中信证券期货香港接纳,否则该指示于中信证券期货香港收到指示的交易日当天仍属有效。若该指示在该交易日结束前未获执行,该指示将自动失效(中信证券期货香港另行同意的情况下除外)。

5.6 客户有责任向中信证券期货香港查询其任何指示是否已获执行。在替客户执行指示后,中信证券期货香港将按照适用法律法规的规定向客户发出交易确认、定期结算,总结客户的帐户于结算涵盖有关期间内透过户口所进行的交易,以及其他收据或记录。但若于有关期间内客户未有任何交易或收益或开支项目及户口中并无任何结欠或持仓或抵押品,则中信证券期货香港可不出发出任何定期结算。除上述交易确认及结单外,中信证券期货香港并无义务另行通知客户其指示是否已获执行。客户同意以邮寄或电子媒介接收任何确认书、定期结算、收据或记录。客户亦同意其有全部责任确保每一交易确认及结单按一般传达所需之时间内收受。如果客户并未收到有关文件,客户随即有责任向中信证券期货香港查询及取得该等文件。客户承诺向中信证券期货香港收到每一交易确认书后的二十四小时内及在收到定期结单后的七天内核实其准确性,并于有关期限前通知中信证券期货香港交易确认书或定期结单是否存在任何客户宣称的差异、遗漏、错误。若中信证券期货香港并无于有关时限内收到客户任何通知,中信证券期货香港的记录及在交易确认书或定期结单中所列明的记录,在并无任何明显错误及毋须再取得进一步的证据下,将对客户而言为确证及具约束力。

5.7 客户兹同意,中信证券期货香港可就客户或任何被授权人与中信证券期货香港之间的交谈录音,而任何该等录音记录将构成所记录的指示或对话之确证的证据及其约束力。

5.8 中信证券期货香港可在未有通知客户的情况下,并在符合任何适用法律法规的规定下,将客户的指示、其他顾客人的指示、中信证券期货香港本身的指示、其关联人的指示或/与中信证券期货香港有关的任何其他人士的指示结合执行。其他期货合约或期权合约数量不足以应付结合指示,则交易将按照任何适用法律法规的规定,优先分配予中信证券期货香港的客户,然后才分配予中信证券期货香港本身或其关联人或任何关连人士,并应参照中信证券期货香港收到客户指示的先后次序行事。

5.9 中信证券期货香港须应要求,向或促使向客户提供根据本协议条款指示中信证券期货香港代为买卖或出售有关衍生产品的详细说明及任何招股书或其他招股文件。

5.10 客户确认并同意,中信证券期货香港可在符合任何适用法律法规的情况下,不论是中信证券期货香港本身或代表任何其关联人或其他中信证券期货香港的其他顾客,就任何买卖交易采取与客户交易指示相反持仓,但该买卖交易必须是公平竞争的方式并根据期交所的规则在期交所或透过期交所的设施而执行的,或是透过任何其他商品、期货或期权交易所的设施并根据该等交易所的规则而执行。

5.11 客户确认并同意,中信证券期货香港可(无需得到客户事先同意)透过代理人及/或直接或间接(或通过或与中信证券期货香港另一客户一起)与中信证券期货香港关联的对手而代表客户进行交易,尽管有可能产生利益冲突。中信证券期货香港也可(无需得到客户事先同意)代客户进行中信证券期货香港或其关联人有直接或间接利益(不论该利益重大与否)之交易,

包括但不限于作为另一方代理人，作为当事人出售其财产，从交易中与其他方及/或客户收取及保留佣金。在知悉其他相关交易情况下执行交易，作为期货及期权或其他客户买卖投资的持有人、经手人或市场庄家、或参与或到期及期权相关的资产持有权益。中信证券期货香港如获得任何该等利益或在事件中产生实际或潜在利益冲突，应采取一切合理步骤确保香港在事件中获公平对待。

5.12 在交易所进行买卖的期货及期权交易受相关市场及交易所的适用法律法规管辖，有关在非期交所经营的市场执行之期货或期权交易，该等交易须受其他市场的规则、规定、常规及惯例所管制，因此客户就该等交易所得到之保障程度及形式，可能与期交所规则所提供予客户之保障程度及形式有明显之差异。

5.13 中信证券期货香港并无责任向客户披露其于代表任何其他人士进行交易时得悉的资料。

## 6. 单一及连续性协议

6.1 本协议为连续性并适用于客户就本协议之主题事项不时与中信证券期货香港开立之所有户口。除非另有协议，每项期货及期权交易须受本协议及有关交易确认书规管。每份交易确认书均应为本协议之补充，并构成本协议的一部分，并受限于本协议的条款。于所有时间，本协议及所有确认书将构成中信证券期货香港与客户就本协议的主题事项之单一及唯一的协议。

## 7. 保证金及变价调整

7.1 在执行任何指示前，客户应按中信证券期货香港所决定及要求的时间，向中信证券期货香港存入及维持保证金。客户亦应按中信证券期货香港不时决定及要求的时间，向中信证券期货香港缴付变价调整。除非及直至客户已存入及维持中信证券期货香港所要求的保证金及/或变价调整，否则中信证券期货香港有权拒绝为客户执行任何指示。中信证券期货香港可要求较任何交易所、结算所或经纪所订明的要求更高的保证金或变价调整。保证金或变价调整追收必须经中信证券期货香港接纳且不受任何条件限制及无债权负担的资金或其他资产缴付。客户承诺不会未经中信证券期货香港事先同意而提取已缴存或支付予中信证券期货香港的保证金或变价调整。

7.2 客户须按中信证券期货香港的要求，在中信证券期货香港不时决定及规定的时间内存入及维持额外的保证金。任何早前的保证金要求均不适用于中信证券期货香港在任何较后时间改变保证金要求的权利造成限制。保证金要求的变化将应用于所有在中信证券期货香港建议该要求的生效日当时现存未平仓的期货合约及期权合约以及所有在中信证券期货香港建议该要求的生效日后新订的期货合约及期权合约。

7.3 若客户未能在中信证券期货香港规定的时间内或于催缴保证金及/或变价调整时存入及维持中信证券期货香港所要求的保证金及/或变价调整，中信证券期货香港有权将客户的任何或所有未平仓合约以任何方式并以中信证券期货香港决定的价格进行平仓，而毋须进一步通知客户。中信证券期货香港无责任就客户未能维持保证金及/或变价调整通知客户。此外，当发生连续两次（或监管机构可能不时要求的催缴次数）未能在中信证券期货香港指定的时间就未平仓合约缴付催缴或追收的保证金及变价调整要求，中信证券期货香港可能需要就所有未平仓合约的详情向监管机构汇报。中信证券期货香港可能要求比期交所及/或期交所的清算所订明更高的保证金及/或变价调整，及可以就任何在催缴时未能于中信证券期货香港所指定的期限内缴付保证金及/或变价调整的未平仓合约进行平仓。客户须为中信证券期货香港、其关联方及/或相关人士如前述将客户的未平仓合约平仓而带来的所有损失负责，并须就中信证券期货香港、其关联方及/或相关人士因客户未能按本条款及条件的规定满足中信证券期货香港的保证金催缴及/或变价调整追收而所承担或蒙受的所有损失（包括弥偿全数法律费用），对中信证券期货香港、其关联方及/或相关人士作出弥偿。

7.4 在符合适用法律法规的前提下，客户谨此授权中信证券期货香港可不时在未有预先通知客户的情况下，按其绝对酌情权将所有保证金（或其任何部分）或其他客户持有的任何其他款项转移至任何交易所、结算所或经纪的任何户口，以让中信证券期货香港支付该等交易所、结算所或经纪所追收、要求支付或以任何名义规定的与中信证券期货香港为客户执行的期货或期权交易有关的任何保证金或其他款项。

7.5 保证金及/或变价调整所带来或衍生或会衍生的任何利息、股息或其他利益应成为保证金的一部分（惟第9.5条规定者除外）。

7.6 中信证券期货香港在任何时候决定的任何保证金的价值及变价调整的金额，于并无明显误差下，应为最终、不可推翻及对客户具约束力。

7.7 客户（作为受益拥有人）兹此以第一固定押记方式将其现在及未来在现金保证金及给予任何及全部现金保证金的全部权利、所有权、利益、申索及权益作押记，作为客户准时偿付欠负中信证券期货香港的所有债务及责任（包括所有附带利息（不论在判决前后）、中信证券期货香港追讨该等债务及债务所产生的费用、收费及开支），以及客户不时履行的任何其他责任（不论是实质或待确定的、现在或未来、主要或附属，以及各别或共同的）（「**保证责任**」）的持续保证。

7.8 如果第7.7条所订立的作为第一固定押记的保证基于任何原因失效，该项保证将以第一浮动押记方式生效。本7.8条所订立的任何浮动押记（在附加于及不影响按照一般法律产生的浮动押记之情况下）于发生任何下列事件时，将自动转为项具体的固定押记：  
(a) 于召开客户股东会会议，考虑通过一项决议案将客户清盘；  
(b) 紧接提交客户清盘呈请前或客户宣布破产前；  
(c) 如果客户未能遵守本协议的责任；或  
(d) 如有任何人士征取扣押或试图征取扣押、执行扣押或暂时扣押全部或部分现金保证金。

7.9 在不影响第7.8条下，中信证券期货香港可于任何时间及时以书面通知客户，就该通知列明的全部或部分现金保证金，将第7.8条订立的任何浮动押记，转为项具体的固定押记。

7.10 当客户违反任何以下事项时（以较先者为准）：  
(i) 按付款要求付款；  
(ii) 客户欠中信证券期货香港的任何债务或债项到期时向中信证券期货香港付款；及  
(iii) 履行客户对中信证券期货香港负有的任何其他义务时，中信证券期货香港及中信证券期货香港的任何代名人适用法律法规容许的情况下有权强制执行押记，并获授权（无须对客户或任何其他人提出要求、进一步通知、法律程序或任何其他行动）按其认为合适的方式保留、管有、取用及/或运用现金保证金的全部或任何部分，用以或用于结清或清付保证义务，而不受任何限制或申索拘限，中信证券期货香港、其关联方和相关人士均无须以任何方式为该保留、管有、取用及/或运用而产生的任何损失负责。

7.11 客户在仍有任何保证责任尚未完全履行之前向中信证券期货香港承诺：  
(a) 客户是并应将会是现金保证金的唯一实益拥有人，而该现金保证金并无任何产权负担（惟根据本协议设定者除外）；  
(b) 按中信证券期货香港可能作出的要求，于香港或其他地方的登记处登记该押记，并与中信证券期货香港合作，以便中信证券期货香港进行该登记；  
(c) 除非是根据中信证券期货香港的书面指示或经中信证券期货香港书面同意，否则不会或不会试图使现金保证金负有产权负担、转让、出售、处置或以其他方式处理现金保证金；  
(d) 取得有关押记所需的一切政府及其他批准、授权、许可及同意书并维持其充足的效力及有效性，以及作出或促使作出为履行押记规定的客户责任所需或合宜的一切其他行为或事情；  
(e) 于任何时间按照中信证券期货香港的要求并由中信证券期货香港承担有关费用和开支下，作出及签署必要的行为或事情及文件，将按照该押记而押记给中信证券期货香港的任何现金保证金的产权转让、完成及/或授予予中信证券期货香港、中信证券期货香港的代名人或任何人或以其他方式取得该押记的全部利益及完善该押记，否则中信证券期货香港应获授权在适用法律法规许可的范围内代表客户或其他人或客户或其他人的名义采取中信证券期货香港按其酌情认为合适的行动（以期补救或减低该缺失带来的后果），而中信证券期货香港就此而支出的任何款项应由客户按要连同关于所要求支付的款项的违约利息偿还给中信证券期货香港；  
(f) 未获中信证券期货香港事先同意前，不会或不会试图提取全部或部分现金保证金，惟中

中信证券期货香港毋须就同意该提取而有义务准许任何进一步提取或以任何方式影响中信证券期货香港在押记项下的责任或权利，以及该提取权利不得被视为豁免中信证券期货香港的权利，包括有关现金保证金余额的权利；

(g) 不会采取或遗漏采取任何可能影响押记的有效性或中信证券期货香港根据押记所享权利的行动。

7.12 任何适用法律法规加诸任何即时出售或其他出售权力、出售所得的运用或任何其他权利或按揭的整合或其他产权负担的限制，均不适用于押记、中信证券期货香港、或根据押记给予中信证券期货香港的任何产权负担。

7.13 (a) 在适用法律法规容许的情况下，客户以担保方式不可撤回地委任中信证券期货香港及其任何代表或次代表各自地成为客户的真实及合法授权人（其可全权委任代替人及次代表，包括就现金保证金授权获委任人士作再委任的权力），代表客户及以客户或其他人士的名义，签订、盖章、交付、行使及以其他方式完成及作出一切该等协议、行为及事情，而该等协议、行为及事情是：  
(i) 就该现金保证金及押记而言客户可以自行作出者；  
(ii) 根据押记的规定客户有责任或可能有责任作出；及/或  
(iii) 中信证券期货香港可能为有需要或视作恰当或合宜或有关中信证券期货香港完全行使押记赋予的全部或任何权利，以及其押记具备十足效力及作用的权力。  
本授权书连带一项权益并且不可撤销，直至未完全履行保证责任前仍为不可撤销。

(b) 客户追认、确认及同意追认及确认根据本第7.13条委任的任何授权人（或任何代替人或次代表）可能合法签订、盖章、交付、行使或作出的任何协议、行为或事宜。

7.14 押记是一项持续保证，不得以任何中期付款或履行全部或部分保证责任以解除，而应为保证责任的最终余额提供保证。该押记是中信证券期货香港现在或其后持有或可解除的其他担保及产权负担之额外担保，并不因任何其他担保及产权负担（包括现金保证金的其他产权负担）的存在、失效或不可强制执行所影响，亦不可与之合并，但仍可以强制执行。该押记可毋须事先追讨该等担保及产权负担，以及毋须对客户或其他人士作出要求或采取法律程序而强制执行。

7.15 客户须向中信证券期货香港缴付中信证券期货香港列明的款项，不可扣减、作出抵销、反申索、预扣或受任何条件限制，除非在法律强制要求客户作出预扣的情况下，客户须增加缴付款项金额，以确保中信证券期货香港实际收取的金额应相等于在没有作出该等预扣前中信证券期货香港应收的金额。

7.16 押记的免除、解除或和解是有条件的，即客户或任何其他人士就保证责任作出的保证、产权处置、付款或解除并无受到规避、减少、命令退还或基于任何原因偿还，如果该项条件未能达成，中信证券期货香港有权强制执行该押记，如同有关解除或清算未曾出现。

7.17 如果中信证券期货香港认为客户或任何其他人士能够规避缴付款项或以其他方式作废缴付（于客户清盘或其他情况下），则就本第7条而言，该款项不应视作已缴付。再者，中信证券期货香港可就任何付款、保证或其他产权处置的规避、减少或偿还全权酌情决定接受任何申索或妥协。

7.18 中信证券期货香港根据该押记收取或追讨的所有款项（仅受限于任何对保证责任索的先后次序及其限度）应按中信证券期货香港可不时全权酌情决定的次序运用或存入中信证券期货香港可不时全权酌情决定的该户口而毋须承担任何责任，目的在于保留其证明其对拥有全部保证责任的权利，而任何款项余额则应支付予有权收取的人士。如果中信证券期货香港于任何时间获获任何继后费用及利息的通知，或有影响现金保证金及/或保证责任的任何其他事件或事宜，中信证券期货香港可继续使用客户的现存户口或开立一个新户口，并于中信证券期货香港收到该通知当日，其后对该户口的任何付款应视作并非对保证责任任何部分款项的拨付。

7.19 本第7条赋予中信证券期货香港的权利为累积性的，并不应免除或限制任何其他权利，并且应为法律所规定的权利及补偿以外的权利。

## 8. 交易

8.1 中信证券期货香港或其代理人或关联方根据本协议的条款代表客户在世界上任何地方执行的期货及期权交易将受限于下列各项及客户亦须受下列各项约束：  
(a) 本协议之条款；  
(b) 所有适用于交易及/或中信证券期货香港、其关联方及/或相关人士而当时生效的适用法律法规；  
(c) 香港或就期货及期权交易、结算、保证金追收及/或变价调整作出付款的其他地方的所有适用法律法规；及  
(d) 中信证券期货香港的程序及政策。  
不论前文所述，若本协议之条文与以上(b)及(c)条文所述之间有任何抵触或矛盾，则以后者为准。中信证券期货香港毋须因其、其关联方及/或相关人士为遵从第8条而作的行为对客户负责。

8.2 倘若中信证券期货香港经或通过任何相关交易所、结算所及/或经纪代表客户订立任何期货或期权交易而该交易所、结算所及/或经纪要求更改任何该等交易的任何条款或条件，中信证券期货香港可（但无义务）采取以其绝对酌情认为必要或合宜的行动，(i) 以符合之或作为以上的结果；或(ii) 以规避或减少其损失，而所有此等行动对客户具约束力。

8.3 每一宗由中信证券期货香港代客户进行的期货交易，乃基于中信证券期货香港及客户理解双方须确实完成之交易，而对于中信证券期货香港及客户而言，应被视为载有客户及中信证券期货香港须确实完成之交易，及/或交付该等交易的商品之责任（视属何情况而定）。有关当关到期涉及须确实完成的未平仓合约，如属买空者，客户须于通知的第一日前五个营业日（如属卖空者，即须于最后交易日前五个营业日）指示中信证券期货香港作出平仓，或交予中信证券期货香港在交收该等交易时所需之足够规格之商品，客户应交付之商品，以便中信证券期货香港能够根据有关交易所或结算所之有关规则办理交收手续。如在上述期限内客户并无给予中信证券期货香港该等指示、款项或商品，中信证券期货香港可在毋须事前向客户发出通知的情况下，可按其绝对酌情权决定的条款及方法代客户将有关合约平仓、或办理交付手续。在中信证券期货香港、其关联方及/或相关人士并无严重疏忽、欺诈或蓄意违约的情况下，客户须赔偿中信证券期货香港、其关联方及/或相关人士根据本第8.3条任何交付、行事或结算采取之行动而承受的一切损失（包括全数弥偿基准计算的法律费用）。

8.4 假如中信证券期货香港或其代理（视情况而定）因为任何原因及不论如何未有根据适用法律法规（例如相关交易所及/或结算所的规则和惯例）于到期支付或交付日就中信证券期货香港代表客户订立的任何期货或期权合约（不论从相关交易所、结算所及/或任何其他人）收到任何到期应支付给客户的金额的全部或任何部分付款或任何到期应交付给客户的款项及/或商品的全部或任何部分交付，中信证券期货香港关于该等期货合约或期权合约作出付款或交付的义务数时应凭该缺失而成为支付该金额或交付该数量的任何款项及/或商品的义务，其金额或数量与中信证券期货香港就此而实际收到的相同。

8.5 中信证券期货香港有权按其绝对酌情权（但并不受约束）根据任何指示对任何交易所、结算所及/或任何其他人士采取任何行动，追讨关于该等交易所或结算所或其他人士未能根据中信证券期货香港代客户所订立的期货合约或期权合约缴付的任何款项及/或交收的任何商品数量，但若中信证券期货香港采取该等行动，客户应全数弥偿中信证券期货香港就其采取该等行动所引致或与其有关之一切开支、索偿、追收、赔偿及费用（包括弥偿全数法律费用）。

8.6 客户在收到中信证券期货香港的要求后，须立即向中信证券期货香港提供就任何客户订立而未平仓或行使之期货合约或期权合约的交收及/或结算及/或（属属期前平仓）行使该期权合约相关资料。

8.7 客户确认，因实施中央结算及交收系统，中信证券期货香港无责任就其代表客户订立之期货合约及/或期权合约有关的任何商品向客户出示及/或交付实际的证书或业权证明文件。客户同意若其要求中信证券期货香港出示及/或交付该等证书或业权证明文件，客户须向中信

证券期货香港的通知，立即向中信证券期货香港偿付其因该出示及/或交付而招致的所有开支。

8.8 在遵守本协议条文以及适用法律法规（例如有关交易所及/或结算所的规则、规例及要求）的前提下，客户可在有关户口的合约或交易的最后一个交易日前的任何时间，指示中信证券期货香港平仓，或就期权合约而言，行使（倘若行使仍属可行）相关的期权合约。任何由于客户平仓或行使任何期权合约而须由客户缴付的款项（包括任何中信证券期货香港须向有关交易所及/或结算所及/或中信证券期货香港的经纪或代理人支付的费用），将在平仓或行使后立即到期，并即时到期支付予中信证券期货香港。

8.9 为按照中信证券期货香港代表客户订立任何非以港币计价的期货合约或期权合约，客户须（除在买卖或订立期权合约的有关交易所的规则及规例另行规定外）在中信证券期货香港不时订出的期限内，在期权卖方或有关交易所或结算所所订定的递交行使指示的截止日期前（以最早的截止日期为准），向中信证券期货香港递交行使通知。该等通知必须须符合下列物品或文件方为有效：

- (a) 就出售协议商品的期权而言，交付所需的有关商品或业权文件；及
- (b) 就购买协议商品的期权而言，收取商品所需的足够可动用资金。

除非客户有特别指示并在没有违反本协议条款的前提下，中信证券期货香港无责任在有关期权合约的截止日期或该日之前，就任何期权合约代表客户递交行使指示。

8.10 倘若中信证券期货香港代表客户订立任何非以港币计价的期货合约或期权合约，则(a)因与该货币有关的外汇波动而引致的一切损益及风险，概由客户承担；(b)除非已在该项交易的确认书中指定另一种外币，所有该合约之保证金缴存及变价调整，及任何该买卖合约平仓后该客户录得之贷帐或借帐，均应由中信证券期货香港以港币记入客户之户口，所用汇率由中信证券期货香港参照当时外汇市场价格酌情决定。

8.11 客户确认并同意，中信证券期货香港受期交所规则所约束，在期交所认为客户所累积的仓位正在或可能会对任何一个或多个由期交所成立及/或营运的特定的市场造成损害或正在或可能会对某个或多个由期交所成立及/或营运的市场（视乎属何情况而定）的公平及有秩序的运作产生不良影响，该等规则容许期交所采取行动，限制持仓的数量或规定可代表客户将合约平仓。

8.12 倘若客户在任何时候就进行与期货合约或期权合约有关的交易而在中信证券期货香港以外的期交所参与者开立一个或多个户口，及倘若期交所委员会决定该户口的未平仓总额为「大额未平仓合约」，客户应即时向期交所报告该「大额未平仓合约」，并向中信证券期货香港或期交所（视属何情况而定）提供其所规定的与该「大额未平仓合约」有关的资料（包括客户及最终实益拥有人的名称，或（如属公司或团体）该公司或团体股本的最终实益拥有个人的名称，包括透过代名人或信托形式持有利益的受益人），及向中信证券期货香港或期交所（视属何情况而定）提供其所要求的任何其他资料（视属何情况而定）。

8.13 客户应履行所有相关市场及交易所（包括但不限于《证券及期货（合约限量及须申报的持仓量）》）适用的所有通报要求，及不应超过根据相关市场及交易所订明关于合约限量及须申报的持仓量规则所规定的有关期货类别及种类的数量（如有）。客户承认中信证券期货香港不应（适用法例或法规要求除外）为任何客户的交易通报、申报或汇报上责任（包括根据《证券及期货条例》第 XV 部或相等法例（如适用）），并承诺其将不会依赖中信证券期货香港解除其根据适用法例或法规规定的交易通报、申报或汇报责任。

8.14 每份期交所合约均需缴交投资者赔偿基金征费及根据该条例所收取的征费，而上述两项费用均由客户承担。如客户因中信证券期货香港失责而蒙受金钱损失，投资者赔偿基金所承担的法律义务仅应限于该条例所规定的有效索偿，并须受制于该条例（特别是《证券及期货（投资者赔偿—赔偿上限）规则》）内所订明的金额上限，因此不能保证客户在因该等失责而蒙受的任何金钱损失，可以从投资者赔偿基金中获得全数、部分或任何赔偿。

## 9. 客户资产

9.1 中信证券期货香港从客户或任何其他人士（包括任何结算所）所收取的全部款项、证券及其他财物，均须由中信证券期货香港以受托人身份持有，并与中信证券期货香港本身之资产分开。此等由中信证券期货香港以上述方式持有的资产均不得在中信证券期货香港无力偿债或清盘时，构成中信证券期货香港的资产的一部分，并须在就中信证券期货香港所有或任何部分的业务或资产委任临时清盘人、清盘人或拥有类似职能的人员后，立即归还予该客户。

9.2 中信证券期货香港从客户或任何其他人士（包括期交所的结算所）收取的所有款项、核准债务证券及/或核准证券（即期交所批准作为保证金的一种保证方式），均须根据证监会操守准则附表四的第 7 至 12 段所指明的方式由中信证券期货香港为客户持有，及客户授权中信证券期货香港可按照证监会操守准则附表四的第 14 至 15 段所指明的方式，运用客户交付或缴存予中信证券期货香港之任何该等款项、核准债务证券及/或核准证券。在符合适用法律法规的情况下，中信证券期货香港可运用该等款项、核准债务证券及/或核准证券以履行其对任何人士的责任，但该等责任必须是在与其代表客户进行期货合约及/或期权合约买卖有关的情况下或附带有有关买卖而产生的。

9.3 客户确认并同意，就中信证券期货香港在期交所的结算所开立的任何户口而言，不论该户口是否全部或部分因代表该客户进行期货合约及/或期权合约买卖而维持的，以及不论客户所支付或存放的款项、核准债务证券及/或核准证券（即期交所批准作为保证金的一种保证方式）是否已支付或存放于期交所的结算所，该户口属中信证券期货香港与期交所的结算所之间的户口，中信证券期货香港以支付人身份操作该户口，因此该户口并不存在以客户为受益人的信托或其他衡平法权益，而支付予或存放于结算所的款项、核准债务证券及/或核准证券亦不受上述第 9.1 条所提及的信托所制约。

9.4 客户确认并同意，期交所的结算所可在中信证券期货香港作为期交所的参与者的资格被暂停或撤销时，采取一切必要行动，以便将中信证券期货香港代表客户持有的任何未平仓合约，及该客户在中信证券期货香港处所开立的户口内的任何款项及证券，转到另一家期交所的参与者。

9.5 中信证券期货香港就代表客户持有的任何现金结余所赚取或收取的任何利息绝对属于中信证券期货香港所有；然而中信证券期货香港可完全酌情向客户支付部分或全部有关利息。

## 10. 适合性

10.1 假如中信证券期货香港游说向阁下即客户出售或推荐任何金融产品，该金融产品在于及阁下的财务状况、投资经验和投资目标下必须合理适合阁下。本条款及条件或本公司要求阁下签署的任何其他文件的各项条文及本公司要求阁下作出的任何声明均不得减损本条的效力。

## 11. 遵守交易规则

11.1 客户须清楚了解并须严格遵守适用于期货及期权交易的适用法律法规（包括但不限于中信证券期货香港的风险管理规则和政策）。

## 12. 风险管理措施

12.1 在本条内，以下字词具有以下涵义：

「**风险管理措施**」指中信证券期货香港就客户通过中信证券期货香港进行的期货及/或期权交易而采取的任何风险管理措施（包括但不限于关于初始、维持及/或补足保证金的要求、管理保证金追收、强制平仓及/或授予客户的交易限额等）。

12.2 假如客户通过中信证券期货香港进行期货及/或期权交易，客户确认并同意，在符合适用法律法规的规定下，中信证券期货香港有权采取任何风险管理措施。客户确认并同意，须承担因为中信证券期货香港根据本第 12.2 条规定而采取任何风险管理措施所引起或造成的所有责任、损失和开支。

## 13. 知道伦敦金属交易所（伦敦金交所）的特性

13.1 根据伦敦金交所的相关市场惯例，期货合约到期前累积的收益可用作交易保证金，但不能在到期日之前变现。合约平仓会通过调期的方式进行。调期期货合约的比率不能通过简单计算得出，而应参照相关参与者的报价确定。调期交易会收取单方面交易费，但 14 天内的调期则免收交易费。

## 14. 费用及开支

14.1 中信证券期货香港会根据其不时决定并通知客户的计算比率及基准向客户收取费用及经纪佣金。客户必须要求支付不论任何原因或以何种形式而在户口所产生的任何债项，包括经纪佣金、费用、收费、法定收费、税项、征费及交付收费等。客户并将向中信证券期货香港偿付其因该户口或任何交易而已向或须向任何第三方（包括任何交易所及结算所）支付的所有款项。客户授权中信证券期货香港可在其认为恰当的时间及以其认为恰当的方式从户口中提取现金或为户口中的未平仓合约平仓变现以支付有关的到期费用。

14.2 客户欠付中信证券期货香港的款债将按照中信证券期货香港不时通知客户的息率收取利息。若中信证券期货香港未有如上通知客户，利息将按照中信银行国际或香港上海汇丰银行有限公司不时公布之港元最优惠贷款年利率加年利率 6 厘计算（两者以较高者为准）。

## 15. 弥偿

15.1 除了及在不损本协议其他弥偿规定的情况下，就所有针对中信证券期货香港、其附属人及/或相关人士的任何一人而作出的所有索案、要求、诉讼、责任及进行的法律程序而言，在中信证券期货香港、其附属人及/或相关人士并无严重疏忽、欺诈或蓄意失责的情况下，客户同意立即按要求全数弥偿及承担任何上述人士就履行其义务或提供服务或行使本协议中的权利、权力或酌情权，包括由中信证券期货香港为保障、维护或强制执行其权利或在本协议中的抵押品权益（不论是否因客户的失责或违约所致）而蒙受或招致的损失、讼费、费用或开支（包括弥偿全数法律费用）。

15.2 中信证券期货香港、其附属人及/或相关人士在任何情况下均毋须对任何因本协议或通过或其执行户口交易的人士、商号或公司的任何过失、无力偿债、行为或遗漏而令客户蒙受或招致之任何损失或任何事项负责。

## 16. 客户款项常设授权、留置权、抵销权及资金转移

16.1 客户款项常设授权涵盖中信证券期货香港代客户在香港持有或收取并存放于一个或多个独立户口内的款项（包括非属于中信证券期货香港的该等款项产生之任何利息）（「客户款项」）。

16.2 在符合适用法律法规的规定下，客户授权中信证券期货香港：

- (a) 合并或组合从客户于中信证券期货香港或其任何附属人的任何或所有独立户口（无论该些户口是客户独自或与其他人士共同拥有）及中信证券期货香港可转账独立户口之间所存之任何数额之客户款项，以偿还客户欠付中信证券期货香港或其任何附属人的责任或债务（不论有关责任或债务为实际的、或有的、主要的或附属的、有抵押的或没有抵押的或共同的或各别的）；及
- (b) 在任何时候于中信证券期货香港或其任何附属人维持的任何独立户口之间来回调动任何数额之客户款项。

16.3 客户确认并同意，中信证券期货香港可行使任何第 16.2 条所提及的事项，而不须事先知会客户。

16.4 客户款项常设授权的授予不应影响中信证券期货香港或其任何附属人关于处理独立户口内的客户款项的权力或权利。

16.5 客户款项常设授权应在本协议签发日期起 12 个月内有效，并应受限于客户续期或根据第 16.7 条提及的客户款项规则视为续期。

16.6 客户可于实际撤销日期不少于 14 日前以书面通知中信证券期货香港撤销客户款项常设授权。

16.7 客户明白，假如中信证券期货香港在客户款项常设授权的期限届满不少于 14 日前向客户发出有关授权的书面指示，而客户并不反对在该届满日期前将该授权视作被延续，则客户的授权将在没有其书面同意的情况下被视为已持续地续期。

16.8 客户同意，中信证券期货香港除其有权行使的任何一般留置权或其他中信证券期货香港按法律事可享有相似的权利外，中信证券期货香港可（须符合适用法律法规的规定）随时并在毋须事先通知客户的情况下，从客户于中信证券期货香港及/或其附属人开设之户口及于中信银行国际开设之任何种类及货币的户口，合并、集合、抵销或调动所存之任何形式之证券或款项，无论该些户口是客户独自或与其他人士共同拥有，以解除对中信证券期货香港及/或其附属人的责任或债务，不论有关责任或债务为主要的、附属的、共同的或以其他货币为单位的。中信证券期货香港毋须理会有关欠付其附属人的责任或债务是否存在，只要其附属人已向中信证券期货香港发出催缴通知。如果有关合并、集合、抵销或调动需要外汇兑换，中信证券期货香港（本身或透过其附属人）可为此使用任何客户户口结余以兑换任何外债的货币，并任何上述兑换可由中信证券期货香港或其附属人于兑换当日按照当时外汇兑换市场上通行的即期汇率（由中信证券期货香港作出最终决定）进行。若对中信证券期货香港及/或其附属人应负的任何债务及责任为须待确定或属未来的责任，中信证券期货香港、其附属人或中信银行国际于应用本条款项下的抵销权后，有权就任何该等户口的任何结余数额暂支支付相等予该等欠款的金额，直至该项确定或属未来的事宜发生为止。在此第 16 条中，「附属人」一词应就有关公司而言，指其子公司、该公司的任何控股公司及该控股公司的任何子公司。

16.9 中信证券期货香港可以以抵押方式持有就中信证券期货香港或其附属人代客户持有全部或任何款项、商品、证券或其他财产并享有其一般留置权，直至客户完全缴付欠付中信证券期货香港的任何款项。

16.10 中信证券期货香港在其认为需要的任何时候，不论是否有通知客户的情况下，为抵偿由客户或代客户欠中信证券期货香港或其有联系实体（定义见于该条例）或其他人士的任何责任或债务，可出售属于客户或客户在当中占有权益的任何证券或商品、或取消购买及出售任何证券或商品的任何开仓指示，中信证券期货香港并可借用或购买交付任何出售所须的任何证券或商品。该等出售或购买可在公开或私下进行并可毋须宣告或通知客户，并以中信证券期货香港按其酌情权决定的方式进行，而中信证券期货香港所发出的付款要求或通知将不会使其在此第 16.10 条项下之权力失效。就任何上述行为，在符合适用法律法规的情况下，中信证券期货香港及/或其任何附属人可购买或购入其有赎回权的证券或商品，而客户更同意中信证券期货香港及/或其任何附属人毋须就任何该等出售的方式或时机负任何责任。该等交易的收益应拨用以扣减客户欠中信证券期货香港及/或其附属人的债项（如有）。

16.11 中信证券期货香港兹获授权（受适用法律法规限制）将客户向其缴存的任何抵押品缴存予认可结算所或另一（关于期货合约买卖）持牌或注册的中介人，作为履行及清偿中信证券期货香港的交收义务及责任的抵押品。客户于本条款中之授权的期限自本协议当日起计为期不超过十二个月，并可以有关方式及要求的条款续期（受适用法律法规限制）。

16.12 在不影响中信证券期货香港可有的任何其他权利或补救的情况下，客户授权中信证券期货香港将应收客户金额抵销应付客户金额，而该 d 等金额乃源自中信证券期货香港根据本协议代客户进行的任何期货或期权交易。

16.13 就本协议而言，中信证券期货香港或其附属人于任何时间发出的证书，证明客户欠的尚未清还债务数额，在并无明显误差下，应为不可推翻且对客户具约束力。

16.14 假如客户户口内的款项货币类跟客户需要解决其义务及/或责任（包括但不限于任何保证要求、变价调整、结算义务和支付关于某交易的费用或开支）所需的币种不同，客户则授权中信证券期货香港（作为主事人或作为代表客户的代理人）于任何时间在不作通知下，按中信证券期货香港决定的现行市场兑换率将客户户口内的款项转换为所需的币值。为避免引起疑问，客户须就中信证券期货香港采取的任何行动或行使其于本文件下的权利而招致的任何损失、费用及开支按全数弥偿基准负责。

## 17. 声明、保证及承诺

17.1 客户在此向中信证券期货香港保证、声明及承诺如下：

- (a) 客户现在以主事人的身分订立协议，而并不代表任何其他人进行交易（除非客户以书面形式另行通知中信证券期货香港），并不会负责清付所有因为按照和根据该协议进行交易而导致的债务。在任何情况下，中信证券期货香港及其附属人均不对由客户方为任何人的任何行为有任何责任（除非中信证券期货香港与该人之间订立了独立的客户关系或除非

- 中信证券期货香港另有书面协定)；
- (b) 客户已取得并将维持任何所需的同意、许可及授权全面生效和有效，且已采取所有必要的行动使其可合法订立该协议和每宗交易并履行该协议和每宗交易下的义务，以及授予本条款及条件提及的抵押权益和权力；
- (c) 客户完全明白及完全接纳本协议之条文，包括由中信证券期货香港发出与本协议预期的交易有关的免责声明及风险披露说明；
- (d) 在不影响第 10 条所产生的任何权利或义务下，客户确认只根据他们自己的判断和分析而订立期货或期权合约；
- (e) 客户提供的任何资料包括客户资料表格中的资料于本协议日期是真实和完整且不具误导性的，若于客户资料表格中提供的资料或任何其他与客户有关的资料有任何重大变更，客户将立即通知中信证券期货香港。在中信证券期货香港未有实质接获客户的该通知前，中信证券期货香港有权倚赖客户资料表格或其他文件中的资料行事。中信证券期货香港兹获授权对客户进行(i)信贷调查或核证以核实客户于客户资料表格或其他地方提供的财政状况及投资目标，或(ii)第 3.2 条规定的任何其他调查或核证；
- (f) 本协议对客户构成有效及具法律约束力的合约及责任，并可按其条款执行；
- (g) 本协议及其履行以及其条款所列的责任不会亦将不会：
- (i) 违反任何现行的适用法律法规或任何对客户具约束力的法院判决、法令或许可，或违反客户的公司组织大纲、章程条文或附例(如适用)；或
- (ii) 抵触或违反或引致任何客户为缔约一方或受其约束或对客户资产具约束力的合约或文件或构成任何失责；
- (h) 除客户已另行以书面向中信证券期货香港申报的外，客户并非任何交易所、商会、结算所、银行或信托公司员工或高级职员或董事，或任何于香港或其他地方持牌或注册的证券及/或期货合约交易商或经纪的附属人，或该经纪或交易商的任何高级职员、合伙人、董事或雇员；
- (i) 客户将为户口的期货合约及期权合约的实益拥有人而不受除本协议中所列载以外的任何留置权、抵押、衡平法上的权利或其他产权负担所影响；在未取得中信证券期货香港的书面同意之前，客户亦不会抵押、质押，或允许户口中的期货合约及期权合约或款项或其他资产存在任何抵押或质押，或就该等期货合约及期权合约或款项或其他资产授予选择权或据称授予选择权；
- (j) 对本协议预期的每宗交易而言，客户是最初负责发出有关指示的人及最终实益拥有人，并将会从该宗交易取得商业或经济利益及/或承担其商业或经济风险的人士(该等其他人士或机构已在客户资料表格或其他书面通知内向中信证券期货香港知会者除外)；
- (k) 客户明白其交易之产品的性质及风险，并具有充足的净值承担风险及该等交易带来的潜在亏损；
- (l) 并无关于客户而已经发生及/或在持续的违约事项或可变成违约事项的事项；
- (m) 就任何个人客户的资料或任何由非个人客户提供的资料，客户或相关个人(视乎情况)已获得他或她全面通知可将按照隐私政策声明使用及提供其的资料(包括了直接营销的目的)，并且客户或相关个人(视乎情况)同意可以处理及使用其资料(包括由中信证券期货香港处理敏感资料、跨境传输、为直接营销的目的而使用及向第三者提供该等资料)。并且该同意已经取得，而取得的方式足以符合资料保护法的要求，以便中信证券期货香港及其附属人合法使用和转移隐私政策声明所列的资料。
- (n) 除非客户另行以书面通知中信证券期货香港，否则户口不属于综合户口；
- (o) 客户的户口内的资金来源合法并且符合适用法律法规；及
- (p) 客户的身份证、护照、入境许可或用以开立户口的其他相关文件是真实、合法和有效的。
- 17.2 若户口属综合户口，客户进一步向中信证券期货香港保证、声明及承诺如下：
- (a) 在客户与发出户口指示人士的往来中，其将遵守及执行期交所规则订明的有关保证金、变价调整规定及程序，犹如客户是期交所的参与者，及犹如为其户口或利益而发出指示的该名(等)人士为客户；
- (b) 其将为执行该等与户口有关的指示而促使期交所合约得以订立，以确保在任何情况下，按指示进行的任何买卖的形式，均不会构成香港或任何其他适用的司法管辖区的法律所指的非法买卖商品市场的报价差额，或有关的买卖方式亦不会构成涉及投注、打赌、博彩或就该等项目而进行的赌博，从而违反香港或任何其他司法管辖区的适用法律法规；及
- (c) 确保向客户发出指示的人士遵守期交所规则订明的保证金和变价调整要求。
- 17.3 以上的声明、保证和承诺将会被视为在发出每项指示或执行每项指示前重复作出。
- 18. 电子交易服务**
- 18.1 此第 18 条适用于中信证券期货香港提供的系统服务(「系统服务」)，藉此让客户连结至由中信证券期货香港操作的网上证券交易管理系统，以发出电子指示。客户首次使用系统服务时，应视为已接纳本条的条款及细则。
- 18.2 在此条中，下列词语及词句应具有下列含义：
- 「电子指示」指就系统服务及系统的提供及使用而言，中信证券期货香港真诚地相信客户或任何被授权人透过系统发出的电子通讯；
- 「供应商」指系统供应商及/或操作商；
- 「系统」指由电脑组件系统支援的电子系统(包括但不限于直接市场连线服务)，连同不时由中信证券期货香港提供并被客户使用的任何关联软件、硬件、设施及服务，以传递买卖盘、执行、配对或登记；
- 「第三方供应部件」指任何非由中信证券期货香港或其附属人提供的系统部件(包括任何关联软件、硬件、设施及服务)。
- 18.3 中信证券期货香港对有关系统服务及系统不作明示或隐含的保证。客户知悉该系统非为客户个别需求开发而是为客户选择及客户应就其意愿及按其可承担的风险按「现状」使用，中信证券期货香港不应为客户的选择或使用系统而产生的任何后果负责。
- 18.4 客户应承担所有从或透过系统使用或接触任何数据、档案、资讯、内容或其他资料(包括但不限于软件)所带来的责任及损失风险。
- 18.5 除非中信证券期货香港与客户另有书面协议，否则客户须独自负责安装及维持任何相关硬件及软件、与任何供应商达成所有就登入及使用系统所需的一切安排、并符合所有相关系统要求(包括安装及更新任何适用的保安程序，以及任何由客户订立并涉及供应任何系统部件的适用协议)。
- 18.6 中信证券期货香港无责任维持透过系统给予的系统服务及资讯，或为其提供任何修改或更新。有效的系统服务及资讯可随时修改而无须给予事先通知。
- 18.7 客户需就经系统传递予中信证券期货香港的电子指示及资讯之准确性和完备性及透过给予登入权限而对系统的使用承担责任。中信证券期货香港有权依据及遵照该电子指示(毋须就电子指示的真实性或其授权作出尽职调查)行动，并视该等资料为准确、完整及经客户恰当授权及对客户有约束力。任何中信证券期货香港按任何有关电子指示及资料执行的任何交易，不论是否事实上已经由客户授权执行，均对客户具有约束力。电子指示只能经系统或其他中信证券期货香港与客户不时共同协议的方式才能撤销或更改。客户同意维持足够的保安程序，防止任何非获客户正式授权的人士未经授权登入或使用系统，从而通过系统发出电子指示。在不违反第 18.3 条一般性的原则下，中信证券期货香港不会就系统服务及系统的安全性

- 对客户作明示或隐含的保证，包括非被授权人士截取或获取客户经系统传递的资讯。
- 18.8 中信证券期货香港在任何情况下对其没有被告当及妥善接获的任何电子指示并无责任。电子指示只于相关的市场或交易所的正常交易时间执行。
- 18.9 中信证券期货香港会向客户提供帐户号码和相应的初始交易密码及初始转账密码。获提供帐户号码应被视为同时拥有相应的初始交易密码和初始转账密码。客户首次存入任何款项于户口之前应更改初始交易密码和初始转账密码。无论如何，客户将在首次存入款项后被视为已经更改初始交易密码和初始转账密码。客户应避免使用其身份证明文件的任何资料作为密码，并应在任何时间将交易密码和转账密码保密。客户如未有将交易密码和转账密码保密便须对因此而引起之全部责任负责。
- 18.10 客户同意，被授权人是系统唯一获授权用户，并且须独自及全部负责中信证券期货香港发给客户的数码证书、密码及/或登入名称的保密性、安全性及使用。
- 18.11 除非另有协议，否则中信证券期货香港不会执行任何客户经系统下达的电子指示，除非其对客户已存入及维持中信证券期货香港不时要求的保证金及变价调整感到满意。
- 18.12 除非及直至客户接获指示确认书，确认接获及/或执行电子指示，否则中信证券期货香港不应被视为已接获及/或执行透过系统发出的电子指示(须符合依据中信证券期货香港发出的相关交易确认及定期结单内列明的详情)。
- 18.13 客户确认及同意，作为中信证券期货香港提供服务及系统的条件，如果出现以下情况，客户须即时通知中信证券期货香港：
- (a) 于发出一项电子指示后，客户并未收到中信证券期货香港的任何指示确认书或客户指称确认书列载之详情不正确；或
- (b) 客户知悉任何对客户数码证书、登入名称或密码的任何未获授权使用或披露或存取的情况，或任何未获授权的交易所已被执行。
- 18.14 客户进一步确认，中信证券期货香港对于市场数据或其他资讯服务的及时性、准确性或完整性并无作出任何声明及保证，亦不保证系统服务的可用性。客户同意中信证券期货香港毋须对数据及其他资讯的任何偏差、错误或遗漏负上任何责任，或对系统及系统服务传送的任何干扰或延误、或中止或失灵、或因非中信证券期货香港所能控制的情况下产生或导致的其他损失负上任何责任。
- 18.15 受此第 18 条规限，中信证券期货香港、其任何附属人或代理人无须负责客户(或任何其他第三者)由于中信证券期货香港提供的系统服务或系统引致或任何其按照客户发出的电子指示执行的任何交易而采取的行动或未有行动所导致客户或致任何第三者遭受的任何损失。
- 18.16 如因任何不时发生的非中信证券期货香港能控制的行动、事件或情况，包括但不限于：
- (a) 工业纠纷、行动或任何政府或官方机构或由多个国家组成的团体或机构或机关或香港以外的交易所或规管机构的规例；
- (b) 服务失误、延误、中断、干扰或不不论何处的第三方电子通讯及电讯设备服务供应商遇到之操作困难；
- (c) 任何通讯、电讯或电脑服务或电子器材暂停、故障、延误、干扰或失常(按每单一事件计，不论属全部或部分、暂时或永久)；
- (d) 第三方未有履行完成交易所必需的责任；
- (e) 暂停或限制在任何交易所或市场进行交易或任何有关交易所、结算所及/或经纪人以任何理由未能完成其各自的责任；及
- (f) 法院命令、火灾、战争、自然灾害、恐怖袭击、暴动或内乱，而导致中信证券期货香港未能履行、中断或延迟履行其在本条款项下的责任，
- 则中信证券期货香港或其任何附属人或任何其他各自的代理人毋须为客户(或任何第三者)因此遭受或招致任何形式的任何损失承担责任。
- 18.17 在不影响本第 18 条上述的条款的前提下，中信证券期货香港或其附属人或任何其他各自的代理人均无须就下列情况导致客户或任何第三者遭受的任何直接或间接损失负责：
- (a) 客户选择及/或(不论是由被授权人还是其他人士)使用系统或其他与中信证券期货香港通讯的部件；
- (b) 客户以任何原因无法登入或使用系统服务或系统或其他部件；
- (c) 系统无法传递(或延误传递)任何电子指示(包括已收到电子指示的通知，如有)或执行或拒绝该电子指示的通知；或
- (d) 因系统或可影响系统或任何系统的器材或软件错误或失常或性能限制或任何系统部件供应商或操作商出现的错误而造成任何由客户向中信证券期货香港发出的电子指示内有错误或遗漏。
- 18.18 中信证券期货香港不会就有关任何第三者供应部件、客户选择或(包括但不限于就客户使用第三者供应部件的适用性、该第三者供应部件的可用性、准确性、性能、表现或可靠性)作任何性质的明示或隐含担保、保证或陈述，中信证券期货香港的代理人并无权力同意相反规定。在适用法律法规许可的范围内，所有有关该等事宜的明示或隐含、法定或其他形式的陈述或保证均应予以明确排除。
- 18.19 客户明白，由于互联网不可预测的交通阻塞、开放性及其他原因，互联网可能并不是可靠的通讯媒介，而其不可靠性亦非中信证券期货香港所能控制。此可能导致交易受到传输延误、错误资料传输、延迟执行或执行价格与发出指示时之价格差异、中信证券期货香港与客户间任何通讯中的误解及谬误、传输停顿、中断及其他后果，客户如选择使用网上交易服务，须完全接纳上述各种后果。
- 18.20 中信证券期货香港可依其全权的酌情权决定就客户对系统的使用(中信证券期货香港作为供应商)或就客户传递予中信证券期货香港而中信证券期货香港可经系统接受的电子指示或其他通讯(无论中信证券期货香港是供应商与否)的类型不时订立限制及限额。
- 18.21 中信证券期货香港保留的任何关于经系统通讯的电子指示及资讯的记录均为该等事宜不可推翻之证据(除有明显错误的情况下)，及应为客户中信证券期货香港之财产。
- 19. 违约**
- 19.1 当出现以下任何情况(每种情况均称为「违约事项」)：
- (a) 如果中信证券期货香港认为客户已经违反或未能履行本协议的任何条款；
- (b) 客户向中信证券期货香港作出的任何声明、保证或承诺在作出时或在其后在任何方面变成不正确；
- (c) 当第三方向客户作出破产呈请，或就客户的自愿或强制清盘已作出命令或已通过决议案，或已召开会议审议客户是否进行清盘的决议案，或客户为其债权人的利益作出或建议任何债务安排或债务重整；
- (d) 客户与任何非其附属人合并或结合或出售其所有或实质部分业务或资产；
- (e) 若客户于中信证券期货香港或其附属人开设的户口被发出任何财物扣押令、执行令或相应的手令或命令；
- (f) 任何第三方就户口中的任何期货合约、期权合约或款项或其他资产提出申索；
- (g) 中信证券期货香港因客户未能维持保证金规定或其他原因而认为对保障中信证券期货香港的利益为必需的；
- (h) 中信证券期货香港认为是遵守适用法律法规所必须的；
- (i) 中信证券期货香港认为客户在业务、财务或其他情况或环境方面出现重大不利转变，可能影响客户履行本协议的责任的能力；
- (j) 客户维护户口或履行本协议责任成为违法；或
- (k) 如客户为个人，而其身故或精神上无行为能力，则客户欠付中信证券期货香港的所有款项应立即到期并须支付，而中信证券期货香港有权及其按绝对酌情权决定，在毋须给

予通知或要求及在不会影响其拥有的任何其他权利或补救的情况下，即：

- (i) 取消任何仍未执行的期货或期权买卖指示；
- (ii) 将中信证券期货香港代客持有的任何未平仓合约平仓并将根据有关期货或期权合约进行商品交收；
- (iii) 借入或购买任何为客户于任何未平仓期货合约下用作交收所需的商品；
- (iv) 行使中信证券期货香港代客持有的任何期权；
- (v) 出售或以中信证券期货香港认为恰当的其他方式处置所有或任何部份保证金或其他中信证券期货香港代客持有的非现金资产；及/或
- (vi) 行使其在本协议之下的任何权利。

19.2 中信证券期货香港没有义务向客户交付任何金额的基础商品或就任何期货合约或期权合约向客户交付任何款项，直至客户关于任何此等合约或不论如何根据协议的条款欠中信证券期货香港的所有款项和债项已经了结或清还至中信证券期货香港满意的程度为止。

19.3 在中信证券期货香港采取第 19.1 条中列出的任何行动后，中信证券期货香港将在可行的情况下尽快通知客户。

## 20. 投资资料

20.1 尽管中信证券期货香港或其附属人向客户提供任何资料、建议或文件，客户完全明白，其进行的任何交易仅为其按照个人独立之判断及酌情权而进行，惟以上并不影响第 10 条下的任何权利或义务。

20.2 客户同意，中信证券期货香港毋须就中信证券期货香港提供的任何资料的及时性或任何不准确或不全面或在客户参考该等资料后或依赖该等资料进行任何交易的表现或结果而负上责任。

## 21. 终止

21.1 本协议的任何一方可向对方给予不少于两个营业日（星期六除外）的事先书面通知而终止本协议。纵使有前述的规定，中信证券期货香港有权在第 19.1 条所述的任何事件发生时立即终止本协议。终止协议将不会影响中信证券期货香港在终止本协议之前执行的指示或影响任何一方在终止之前累计可享有的任何权利、权力、责任及义务。

21.2 在本协议终止后，客户应立即向中信证券期货香港付还任何到期欠款或尚未支付的款项连带所有应计利息，而中信证券期货香港可采取第 19.1 条中所提述并其认为恰当的行动。

## 22. 通知

22.1 根据本协议由中信证券期货香港向客户所发出或作出的任何通知或其他通讯均以专人交付、预支邮费速递（若为海外信件则以空邮发出）、通过电子媒介或传真方法发出，并在下列情况下视为已妥为送达：

- (a) 若由专人交付送达，在交付时视为已妥为送达；
- (b) 若以预支邮费速递送达，则在邮递后四十八小时或九十六小时（若以空邮寄出）视为已妥为送达；及
- (c) 若以传真方法送达，则在显示传真已完整地发送的报告发出时视为已妥为送达。

任何此等通知或通讯均必须按客户资料表格中所列的地址、传真号码或电邮地址发出或为了本条款之目的，按中信证券期货香港不时经客户通知的其他地址、传真号码、电邮地址或其他指定方式发出。

22.2 就任何由客户向中信证券期货香港作出或发出的通讯或通知，客户必须独自承担所有有关风险，并在中信证券期货香港实际收到有关通知后方能生效。

22.3 如客户同意中信证券期货香港可以电子形式向客户发出任何通知、成交单据、交易确认、定期结单及通讯（如有）（「**电子通讯**」），则客户同意接受及承担有关发送及接收电子通讯的所有风险，其风险包括但不限于：

- (a) 透过互联网或其他电子媒介传递、发送及接收的电子通讯在本质上是不可靠的媒介，可能因互联网不可预测的交通阻塞、所使用媒体的公众性质及其他因素，导致干扰、传输中断、延迟传输或错误资料传输；
- (b) 透过互联网或其他电子媒介传递、发送及接收的电子通讯可能未被执行或被延误；及
- (c) 在符合中信证券期货香港于私隐条例的义务下，透过互联网或其他电子媒介传递、发送及接收的资料可能被未经授权的人士三方获取。

而且客户确认及同意，中信证券期货香港、其附属人及相关人士均无须就以上情况招致或有关的结果对客户或任何其他人士承担任何责任或负责，并特此放弃所有向中信证券期货香港、其附属人及/或有关人士就上述事宜作出申索的权力。

22.4 尽管有本协议其他任何条款的规定，在不限于以下情况下，中信证券期货香港可能不时通过其他适当渠道(包括但不限于通过中信证券国际的网页或客户的网上交易终端)就若干事项通知客户：

- (i) 适用的交易规则、中信证券期货香港的保证金要求、交易费用、其他种类的交易和结算资料、交易制度、报价制度或网页的更改或修改；及
- (ii) 具体关于客户的资料，例如交易结算报告、保证金追收通知、强制清算通知、保证金及/或任何种类的交易和结算资料的个别变更通知。

22.5 客户确认并同意，中信证券期货香港如通过本第 22 条预期的方式发出任何通知或通讯，便已履行其就相关资料通知客户的义务。

22.6 若客户已请求中信证券期货香港提供信件留存服务，客户兹此授权并同意，中信证券期货香港代客接收及持有按本协议递送给客户的所有通知、通讯、成交单据、交易确认、定期结单及收据，直至客户或其授权代表取回为止。客户承诺迅速地领取该等通知、通讯、成交单据、交易确认、定期结单及收据，任何未被取回的物件，可由中信证券期货香港按视为合适的方式处置。客户同意接受所有与信件留存服务有关的后果及风险，包括但不限于延误、错误、欺诈或伪造的风险。客户同意全数弥偿中信证券期货香港与信件留存服务有关的所有损失。

## 23. 联名户口及合伙商号

23.1 如果客户包括一名以上个人人士（每名人士为「**联名户口持有人**」），该户口将为拥有生者取得权的联名户口。于任何一名联名户口持有人身故时，该已故人士于户口的权益，将归于尚存人士所有。

23.2 与本协议有关的每名联名户口持有人须共同及各别承担责任。

23.3 任何一名联名户口持有人身故不会构成协议的终止，除非再无尚存的联名户口持有人。

23.4 中信证券期货对任何一名联名户口持有人作出的任何通知、付款或交付，应为中国中信证券期货港已完全地及充分地履行其根据协议通知、存款或交付客户的责任。

23.5 如果任何一名联名户口持有人在精神上无行为能力或被颁布破产令或清盘令，或如果证券户口的操作受到任何法院法令或任何主管当局对任何一名联名户口持有人发出通知的影响，证券户口的操作（包括提取或转移资金或资产）将暂时中止，直至委任破产管理人或接管人或已征得接管人或破产管理署署长的同意或法院法令已经解除或有关通知已获撤销（视情况而定）为止。

23.6 如顾客是合伙商号：

- (a) 不论合伙商号的组成或名称有任何转变或合伙人身故、破产、退休或有任何新合伙人加盟或任何合伙人的权力有任何变更或终止，本协议对合伙商号的不同的合伙人共同及各别地具有法律的约束力；
- (b) 即使任何其他合伙人或拟受本协议约束的任何其他人士不受约束，每名合伙人仍受约束；
- (c) 中信证券期货香港有权就任何事宜分别与一名合伙人交易，包括解除或撤销合伙人的任何责任，而不影响任何其他合伙人的责任；及

(d) 合伙人对于另一合伙人的责任或债务并无担保或作出补救的权利。

## 24. 一般条款

24.1 在本协议中所述的时间于各方面均为重要要素。

24.2 客户兹此确认其已收到及阅读协议的英文及/或中文版本，并且明白及接受本协议（包括私隐政策声明和适用的风险披露声明）的条款。客户同意，在本协议（包括私隐政策声明和适用的风险披露声明）的中文版本间出现歧异时，概以客户于客户资料表格中选择为管辖语文的版本为准。若客户未有在客户资料表格中作任何选择的情况下，则以英文版本为准。

24.3 若本协议所载的一项或超过一项条文在任何适用法律法规下于任何方面被视为无效、不合法或未能执行，在本协议内所载的其他条文的有效性、合法性及可执行性在任何方面均不受影响或损害。

24.4 (a) 协议应让中信证券期货香港、客户及他们各自个别的继承人，以及任何享有中信证券期货香港在本协议中部分或所有权利或义务的承让人或受让人受益，并对上述人士具约束力。

(b) 在未经中信证券期货香港事先书面同意前，客户不得转移或转让其在本协议中所有或任何的权利或义务。

(c) 中信证券期货香港可不经客户同意而转移及转让其在本协议中所有或部分的权利、利益及义务，并可向潜在的受让人或承让人或拟就本协议与中信证券期货香港签订合约安排的任何其他人士披露中信证券期货香港认为合适用作该等合约安排之用的资料，包括关于客户、户口及客户交易的资料。

24.5 中信证券期货香港未有或延迟行使本协议的任何权利、权力、补救或特权不应视为放弃该等权利，而单一或部分行使、执行或豁免任何该等权利、权力或特权亦不妨碍中信证券期货香港作进一步行使、执行有关权利、权力、补救或特权，或行使或执行本协议中的任何其他权利、权力、补救或特权。

24.6 客户同意，中信证券期货香港在客户资料表格或其他文件不时要求提供的资料是中信证券期货香港提供协议之服务所必需的。若客户未能向中信证券期货香港提供该等资料，中信证券期货香港未必能够为客户提供或继续提供有关的服务。客户可经常联络其销售主任/客户主任/客户服务主任以查阅及要求更改或修改该等资料（个人资料除外）。关于资料的查阅要求应向资料保护主任提出，其联络详情已列于私隐政策声明内。该等资料连同中信证券期货香港不时取得的任何其他客户资料可披露予第 3 条及中信证券期货香港发出的私隐政策声明中列明的人士并可用作其中所指定的用途。在不损前述的前提下，如任何监管机构（包括期交所和证监会）提出要求，中信证券期货香港可向该监管机构提供户口的详情以协助该监管机构进行或拟进行的任何调查、审查或查询。

24.7 客户明白并同意，中信证券期货香港可指派任何人士作为其代理人（简称「**收数公司**」）以客户名义并依约时催收客户按协议到期未付中信证券期货香港的任何金额，而客户须对中信证券期货香港每次因此而招致的费用及开支负责，但以适用法律法规规定的范围为限。此外，中信证券期货香港有权，客户亦明白及同意中信证券期货香港有权于出现违约时就该目的而披露客户的任何资料给收数公司。

24.8 只要中信证券期货香港、其附属人及相关人士按诚信原则下行事，且在并无严重疏忽、欺诈或蓄意失责的情况下，中信证券期货香港、其附属人及相关人士便毋须就任何延迟或未有履行义务及因此而导致的任何损失承担责任。此外，中信证券期货香港、其附属人及相关人士均毋须对任何直接或间接地源自任何其无法控制的事件所引致的任何损失或任何后果负责，包括但不限于政府限制、实施紧急程序、交易所裁决、第三者行为、停牌或退市、战争、罢工、市场情况、骚动、恐怖主义行为或恐怖主义行为的恫吓或自然灾害。

24.9 客户确认其已获告知中信证券期货香港主要负责客户事务的代表的姓名及该代表按该条例持牌或注册详情（包括中央编号）。中信证券期货香港将会就该负责代表的任何变更通知客户。

24.10 本协议各条款的实施并不解除、排除或限制客户或中信证券期货香港于香港的适用法律法规下的任何权利和义务（按照该等适用法律法规获容许者除外）。

24.11 客户须在有关到期日或中信证券期货香港要求时支付的本协议项下客户应向中信证券期货香港缴付的所有款项，及应以即时可用且不受任何条件或产权负担限制的资金以该债务的货币在有关到期日缴付。所有缴款须为全数缴款，不可作出抵销或反申索及不可扣除或扣起任何现有的或将来的税款、关税、课税或作任何其他性质的扣减或预扣。如任何将须缴付予中信证券期货香港的费用须缴付税款、须作任何扣减或其他的预扣（除有关中信证券期货香港收入的税款外），如有需要的话，客户须立即向中信证券期货香港缴付此等额外的金额以确保中信证券期货香港所收取的金额相等于在没有作出该等缴付税款、扣减或预扣任何金额前中信证券期货香港应收的款项。

24.12 本协议废除及取代之前的所有委托及协议，客户其后在中信证券期货香港开设的任何户口将按本协议操作，惟须符合客户与中信证券期货香港另作的书面安排。

24.13 中信证券期货香港承诺就保证金要求（包括利息费用、保证金催缴、未经客户同意为客户平仓的情况）方面出现的任何重大变更通知客户。客户承诺，如客户资料表格所载或在其他地方与本协议有关的资料如有任何重大变更，将知会中信证券期货香港。

24.14 本条款及条件各项条文均可由不属本条款及条件的签署方的人士按照《合同（第三者权利）条例》（香港法例第 623 章）强制执行，由中信证券期货香港的附属人及他们的相关人士作出的除外。本条款及条件授予第三者的任何权利不包括转让权，而废除或更改本条款及条件不需要得到他们的同意。

24.15 客户的代理人获客户授权代其履行民事行为，该代理人须对客户负责。代理人于代理范围内以客户的名义作出的民事行为应被视为客户自己作出的行为。客户应承担代理人按代理安排作出的行为引致的所有责任。

## 25. 修改

25.1 中信证券期货香港有权于任何时间对协议的条文（包括本条款及条件的任何条文）进行增加、修改或删除。任何修改会在中信证券期货香港的网站上显示。中信证券期货香港会就本条款及条件的任何重大更改通知客户，虽然确保客户查看的是条款及条件的现行版本是客户的责任。

## 26. 管辖法律及适用规定

26.1 本协议及本协议中的所有权利、义务及责任均受香港法律所管辖及据其解释。

26.2 就任何与本协议产生的纠纷而言，客户同意接受香港法院的非独有司法管辖权管辖，但接受该管辖并不损害中信证券期货香港于任何其他具有司法管辖权的法院向客户提出起诉之权利。

26.3 若客户为在香港以外地方居住或注册的人士或公司，客户兹委任客户资料表格中所列的人士作为法律文件接收人，以收取任何涉及客户的法律诉讼的所有通知及通讯，而客户亦同意就在香港法院进行的法律诉讼而言，任何送达任何法律文件至该法律文件接收人，即构成对客户法律文件的妥善送达。在不影响根据前述句子委任的法律文件接收人的有效性，或送达法律文件至该法律文件接收人的有效性，而客户已于客户资料表格或按照本协议第 22 条向中信证券期货香港提供香港的住址（「**香港地址**」）的前提下，客户同意就香港法院进行的法律诉讼而言以邮递或送交方式将法律文件送达该香港地址，即构成对客户妥为送达法律文件。

## 27. 仲裁

27.1 中信证券期货香港拥有全权的选择权及绝对酌情权，决定凡因本协议引致或与本协议相关的任何争议、争执或申索、或由此导致的违约、终止或失效，须根据现时生效的《联合国国际贸易法委员会仲裁规则》（须受任何本条下修订管辖）以仲裁方式解决。指定仲裁员的机构为香港国际仲裁中心。仲裁须于香港国际仲裁中心进行，并且只由一名仲裁员仲裁。任何有关仲裁须由香港国际仲裁中心根据本协议日期生效的香港国际仲裁中心仲裁规则进行，



包括《联合国国际贸易法委员会仲裁规则》所包含的附加规则。仲裁程序所使用的语言应为英语。

## 附表 1

### 风险披露声明

本简要声明并未披露期货及期权交易的所有风险及其他重大情况。鉴于存在风险，客户只应在了解其欲订立的合约的性质（和合约关系）以及其风险承受范围内进行交易。期货及期权交易不适合多数公众人士。客户应小心考虑，鉴于自己的经验、目标、财务资源及其他相关情况，是否适合进行交易。

#### 进行期货及期权交易的风险

买卖期货合约或期权的亏蚀风险可以极大。在若干情况下，客户所蒙受的亏蚀可能会超过最初存入的保证金数额。即使客户设定了附带执行买卖盘，例如「止蚀」或「限价」等指示，亦未必能够避免损失。市场情况可能使该等指示无法执行。客户可能会在短時間內被要求存入额外的保证金。假如未能在指定的时间内提供所需资金，客户的持仓可能会被斩仓。客户仍然要对其户口内因此而出现的任何缺欠数额负责。因此，客户在买卖前应研究及理解期货合约和期权，以及根据本身的财政状况及投资目标，仔细考虑该等买卖是否适合自己，才进行交易。如果客户买卖期权，便应熟悉行使期权及期权到期时的程序，以及客户在行使期权及期权到期时的权利与责任。

#### 保证金买卖的风险

藉存放抵押品而取得融资进行交易的亏损风险可能极大。客户所蒙受的亏蚀可能会超过客户存放于中信证券期货香港作为抵押品的现金及任何其他资产。市场情况可能使附带执行买卖指示例如「止蚀」或「限价」指示无法执行。客户可能会在短時間內被要求存入额外的保证金或缴付利息。假如客户未能在指定的时间内支付所需的保证金数额或利息，客户的抵押品可能会在未经客户的同意下被出售。此外，客户将要为其户口内因此而出现的任何缺欠数额及须缴付的利息负责。因此，客户应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合自己。

#### 在香港以外地区收取或持有客户资产的风险

中信证券期货香港在香港以外地区收取或持有的客户资产受相关海外司法管辖区的适用法律法规所监管，此等法律法规或与该条例及其规则不同。因此，该等客户资产未必能享有在香港收取或持有的客户资产所能获得的不同保障。

#### 授权代存邮件或直接邮寄邮件予第三方的风险

假如阁下已授权中信证券期货香港代存邮件或直接邮寄邮件予第三方，则客户必须尽速亲身领取所有阁下户口之成交单据及户口结单，并加以详细阅读，以确保可及时发现任何差异或错误。

### 期货

#### 「杠杆」的影响

期货交易具有高风险。初始保证金金额相对期货合约的价值很少，交易因此属「杠杆」交易。市场相对轻微的变动会对客户存入或将存入的资金带来高比例的影响：这可对客户有利或不利。客户可能全部损失初始保证金及为了维持客户在中信证券期货香港的持仓而存入的任何额外资金。假如市场变化对客户持仓的持仓不利或令保证金水平提高，客户可能遭要求于短時間內支付庞大数额的额外资金以维持持仓。倘若客户未能符合在规定时间内提供额外资金，客户的持仓会被斩仓造成损失，客户并须对任何缺欠数额负责。

#### 减低风险的买卖指示或策略

作出若干买卖指示（例如「止蚀」或「限价」指示）以限制损失于若干金额未必有效，因为市场状况可能会令执行此等指示变得不可能。使用混合持仓的策略例如「跨期」或「跨价」持仓可能与简单「长仓」或「短仓」有相同风险。

### 期权

#### 风险可变程度

期权交易具有高风险。期权的买卖双方均应熟悉他们欲交易的期权种类（即认购和认沽）和关连风险。客户应计算为维持持仓有利而必须增加期权价值的范围，并将溢价和所有交易成本考虑在内。

期权买方可抵偿或行使期权或容许期权到期。行使期权的结果，是现金结算或买方购买或交付基础权益。倘若期权关于期货合约，买方会取得附带保证金责任的期货合约持仓（请见上文关于期货的部分）。假如所购的期权于没有价值下到期，由期权溢价和交易成本组成的客户投资会蒙受全额损失。假如客户预期购买极价外期权，便须知道该种期权获利机会一般很微。

销售（「出售」或「授予」）期权随之而来的一般是远高于购买期权的风险。虽然卖方所收的溢价是固定的，但卖方或会蒙受远高于该金额的损失。假如市场变动对其不利，卖方须负责支付维持持仓所需的额外保证金。卖方也须承受买方行使期权的风险，及有责任以现金结算该期权或购买或交付基础权益。倘若期权关于期货合约，买方会取得附带保证金责任的期货合约持仓（请见上文关于期货的部分）。假如所购的期权受卖方于基础权益或期货合约或另一期权内持有的相应持仓所涵盖，风险或会减少。假如期权不受涵盖，损失的风险可以无限大。

一些司法管辖区的若干交易所容许延迟支付期权溢价，令买方有责任支付不超过溢价金额的保证金。买方仍须承受损失溢价和交易成本的风险。当期权行使或到期时，买方须负责支付当时未付清的溢价。

#### 期货及期权的共同额外风险

##### 合约条款细则

客户应询问中信证券期货香港其交易的特定期货或期权的条款及细则以及关连责任（例如如果出现某些情况令客户有责任交付或接受交付期货合约的基础权益，以及（关于期权）行使的到期日和期间限制）。在若干情况下，未完成合约的规范（包括期权的行使价）或会遭交易所或结算所更改以反映基础权益的变更。

##### 中止或限制交易和定价关系

市场状况（例如流动性不足）及/或若干市场的规则（例如因为限价或停牌措施而中止某种合约的交易或于某合约月进行交易）的运作或会造成难以或不可能进行交易或斩仓/相抵持仓，从而增加损失的风险。

假如客户出售期权，可能增加损失的风险。

再者，基础权益与期货之间和基础权益与期权之间的正常定价关系或许不存在。例如在期权相关的期货合约约受限价而期权则不受限时，便会出现此情况。没有基础参考价格，或会造成难以评定价值是否「公平」。

##### 存入现金和财产

客户应熟悉关于客户就本地和外地交易而存入的款项或其他财产的保障，尤其在出现无力偿债或破产的情况时。客户追讨款项或财产的范围或受具体法例或当地规则管辖。在一些司法管辖区，就出现不足时作出分配而言，已经具体识别为客户的财产的计算百分比与现金的相同。

##### 佣金及其他费用

客户开始交易前，应征询关于客户须要负责的所有佣金、收费及其他费用的清楚说明。这些费用可能影响客户的纯利（如有）或增加客户的损失。

##### 在其他司法管辖区进行交易

在其他司法管辖区包括以前与本地市场有联系的市场进行交易会令客户承受额外风险。此等市场或须符合若干规则，而这些规则对投资者的保障可能不同或较少。客户进行交易前，应查询关于所进行的特定交易的任何规则。客户的当地监管机关不可能要求强制执行客户进行交易的其他司法管辖区的监管机关或市场的规则。客户开始进行交易前，应向中信证券期货香港询问关于在本身司法管辖区及其他相关司法管辖区可有的补偿方法种类。

##### 货币风险

进行外币计价合约的交易（不论是在客户本身的司法管辖区）时，如须将合约币值转换为另一币值，会受汇率变动影响。

### 交易设施

电子交易设施是由基于电脑部件的系统支援，用以路由、执行、配对、登记指示或结算交易。与所有设施及系统一样，它们会遭受短暂干扰或失灵。客户追讨若干亏损的能力可能受限于系统供应商、市场、结算所及/或参与商号就承担责任而实施的限制。该等限制可能有异，客户应就此向中信证券期货香港询问详情。

#### 电子交易

于一个电子交易系统进行交易可能与在公开喊价市场上进行交易不同，也可能有别于在其他电子交易系统进行交易。如果客户在一个电子交易系统进行交易，客户将要面对与系统相关（包括硬件及软件失灵）的风险。任何系统故障可能导致未能按照客户的指令执行指示，又或根本没有执行客户的指示。

#### 交易所以外进行交易的风险

于若干司法管辖区，只有在有限的情况下一些商号可获准进行交易以外的交易。中信证券期货香港在交易中可能代表客户的对手方行事。可能难以或不能将现有持仓平仓、评估价值、确定公平价值或评估所面对的风险。因此，此等交易可能涉及更大风险。交易所以外进行的交易受到的监管可能较少或由另一个监管制度监管。客户于进行该等交易前应熟悉适用的规则及其伴随的风险。

### 附表 2

#### 关于买卖恒生指数期货及期权的免责声明

以下免责声明乃按照《买卖股指期货期货规则》第 020 条及《买卖股指期货期权规则》第 024 条向阁下（贵客户）提供，阁下（贵客户）务请留意其内容。

##### 1. 恒生指数期货免责声明

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