

# **CLIENT ACCOUNT AGREEMENT**

客戶協議



金利豐期貨有限公司  
**KINGSTON FUTURES LIMITED**



# KINGSTON FUTURES LIMITED

## 金利豐期貨有限公司

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CE NO. AAZ082

### CLIENT ACCOUNT AGREEMENT

### 客戶之戶口協議

A/C No. 戶口號碼 \_\_\_\_\_ ( )

**THIS AGREEMENT** is made on the 本協議訂於 \_\_\_\_\_

#### BETWEEN

#### 訂約雙方

Kingston Futures Limited whose registered office is situate at Suite 2801, 28/F., One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (hereinafter called "KFL") of the one part and the part(ies) whose name(s), address(es) and description are set out in the Schedule hereto (where the context permits is hereinafter collectively called "the Client") of the other party

金利豐期貨有限公司（該公司之註冊辦事處設於香港中環港景街 1 號國際金融中心一座 28 樓 2801-7 室）（以後稱「金利豐」）與附表上列出姓名地址及描述之當事人（如文意許可，以後統稱「客戶」）簽訂。

#### WHEREAS:

#### 鑒於：

- (a) The Client is desirous of opening and maintaining one or more accounts with KFL from time to time for the purchase or sale of commodities and futures of all kinds.  
客戶意願在金利豐不時開立及保持一個或超過一個戶口以供買賣各種商品及期貨之用。
- (b) KFL agrees that it will from time to time at the request of the Client and at its sole discretion allow the Client to open one or more accounts with it and accept and maintain such account or accounts to be designated by name, number or otherwise, and will act as broker (except as principal on occasions specified in this Agreement) for the Client in the purchase or sale of commodities, securities and futures of all kinds.  
金利豐同意不時酌情根據客戶請求容許客戶用姓名或號碼或其他方式在金利豐開立及接納客戶開立及保持一個或超過一個戶口，並代表客戶充任經紀（如屬站在當事人立場時，則在本協議有所載明）買賣各種商品，證券及期貨。

#### NOW IT IS HEREBY AGREED as follows:-

#### 現雙方同意如下：

##### 1. Interpretation 釋義

- (a) In this Agreement, the following expressions shall have the following meanings:-

本協議內，下列詞語具有下述之意義：—

“Account” means the account or accounts (whether designated by name, number or otherwise) opened and maintained by the Client with KFL from time to time for use in connection with its trading in Commodities;

「戶口」指客戶不時在金利豐開立及保持，用以進行商品交易之戶口或超過一個之戶口（不論該戶口或該等戶口是以姓名、號碼或其他方式指定）；

“Beneficial Identity” of the Client means the ultimate beneficiary of the Account or, in the case of a company or body corporate, the individuals who are the ultimate beneficial owners of the share capital of the company or body corporate and includes a beneficiary holding an interest through a nominee or trust;

客戶之「受益人」乃指戶口之最終受益人；如為一間公司或法人團體，則指該公司或法人團體之股本之最終實益擁有人，並包括透過代理人或信託持有權益之受益人；

“Client” means the individual, sole proprietor, firm or body corporate referred to above and includes, in the case of an individual, his executors and administrators, in the case of a sole proprietor, his executors and administrators and the successors in the business, in the case of a partnership, each partner who is a partner of the firm at the time when the Account is opened or being maintained and any other person or persons who shall at any time thereafter be or have been a partner of the firm and the executors and administrators of each such partner and the successors to such partnership business and, in the case of a body corporate, its successors;

「客戶」指上文所述的人士，獨資經營人、商號或法人團體；如客戶為個人，「客戶」乃包括其遺囑執行人及遺產管理人；如客戶為獨資經營人，「客戶」乃包括其遺囑執行人及遺產管理人及該經營之繼承人；如客戶為合夥商號，「客戶」乃指開戶時或

保持戶口時該商號之每一名合夥人、其後成為或曾為該商號之合夥人之人士，該等合夥人之遺囑執行人和遺產管理人以及該合夥商號之繼承人；如客戶為法人團體，「客戶」乃指法人團體之繼承人；

“**Client Information Statement**” means the client information statement provided by the Client to KFL before the opening of the Account, as required by the provisions of the HKFE Rules;

「**客戶資料聲明**」指客戶於開戶前因應期交所規則所規定向金利豐提供之客戶資料聲明；

“**close out**” means, in the case of a/an futures/option contract for the sale of a Commodity, the entering into of a corresponding futures/option contract for the purchase of the same amount and quality of the relevant Commodity for delivery on the same date and, in the case of a/an futures/option contract for the purchase of a Commodity, the entering into of a corresponding futures/option contract for the sale of the same amount and quality of the relevant commodity for delivery on the same date, and the expressions “closing out” shall construed accordingly;

「**清結**」一詞就一項商品沽售期貨合約／期權合約而言，乃指訂立一項相應之期貨合約／期權合約，以購買相同數量和質量並於同一日交付之有關商品；而就一項商品購買期貨合約／期權合約而言，則指訂立一項相應之期貨合約／期權合約，以沽售相同數量和質量並於同一日交付之有關商品；

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

「**商品**」指任何貨幣、證券、指數（包括股票指數）、利率、匯率、實物資產（包括貴重金屬、農產品、油類及土地）及在任何交易所買賣之其他投資項目，或與其有關之權利；

“**Compensation Fund**” means the compensation fund established pursuant to the Securities and Futures Ordinance;

「**賠償基金**」指依據《證券及期貨條例》設立之賠償基金；

“**Futures Contract**” means a contract pursuant to which:-

「**期貨合約**」指一項合約，而依據該項合約：—

- (i) one party agrees to deliver to the other party at an agreed future time an agreed Commodity or quantity of a Commodity at an agreed price; or  
其中一方同意於議定之未來時間，按議定之價格向另一方交付議定之商品或議定數量之商品；或
- (ii) the parties agree to make an adjustment between themselves at an agreed future time according to whether an 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 of the contract, the difference being determined in accordance with the rules of the exchange on which the contract is made;  
雙方同意於議定之未來時間互相作出調整，而所作出之調整乃視乎議定之商品之價值是否增加或減少而定，或視乎該商品當時之價值是否高於或低於該項合約訂立時所議定之水平而定，而差額乃按有關交易所之規則確定；

“**HKCC**” means HKFE Clearing Corporation Limited;

「**結算公司**」指期交所結算有限公司；

“**HKFE**” means Hong Kong Futures Exchange Limited;

「**期交所**」指香港期貨交易所有限公司；

“**HKFE Rules**” means the Rules and Regulations of HKFE as revised or amended from time to time;

「**期交所規則**」指期交所不時修改或修訂之規則和規例；

“**Kingston Group**” means Kingston Securities Limited, Kingston Finance Limited and other companies associated in any manner with KFL;

「**金利豐集團**」指金利豐證券有限公司、金利豐財務有限公司及其他金利豐有任何關係之公司；

“**Open Contract**” means a futures contract or an option contract which has not been closed out;

「**未平倉合約**」指尚未清結之期貨合約或期權合約；

“**Option Contract**” means a contract pursuant to which one party agrees to grant to the other party a right exercisable within as agreed period at the option of the party holding such of the party holding such right to acquire of (as the case may be) to dispose of any Commodity at an agreed price;

「**期權合約**」指一項合約而依據該項合約，其中一方同意給予另一方一項權利，讓持有該項權利之一方於議定之期間內有權選擇行使該項權利，按議定之價格買入或出售任何商品；

“**Ordinances**” means the Securities and Futures Ordinance and any subsidiary legislation made thereunder;

「**條例**」指《證券及期貨條例》，以及根據該等條例訂立之任何附屬法例；

“**Risk Disclosure Statement**” means the risk disclosure statement provided by KFL to the Client before the opening of the Account as required by the provisions of the HKFE Rules;

「**風險披露聲明書**」指金利豐於開戶前因應期交所規則所規定向客戶提供之風險披露聲明書。

- (b) Subject as aforesaid, the expressions used in this Agreement shall (unless the context otherwise requires) bear the same meanings as given in the HKFE Rules.  
除上述外，在本協議所用之詞語（除非文意另有要求）將具期交所規則載明之意義。
- (c) The terms and conditions contained in this Agreement have been arranged into separate clauses and paragraphs for convenience only. Any of the terms and conditions in any clause or paragraph shall, where the context permits or requires, apply equally to transactions dealt with under other clauses or paragraphs. Clause headings are for ease of reference only and shall have no legal effect.  
本協議所載之條款及條件被分為獨立之句子及段落，只為求方便而已。如文意許可或要求，任何句子或段落所載之條款之條件，乃同樣適用於其他句子或段落所處理之交易。條文之標題只為方便參考，並無法律效力。
- (d) Where the Client consists of more than one person or where the Client is a firm consisting of two or more persons, the liabilities of the Client shall be joint and several liabilities of each such person and references to the Client shall be construed as references to such

persons or any one or more of them.

如客戶不止一人，或如客戶為一間由兩人或以上組成之商號，則客戶所承擔之責任乃該等人士共同及個別所承擔之責任，而凡提述客戶之處，須解釋為提述該等人士或其中任何一人或多人。

References herein to any person shall include a firm or corporation. Word importing the singular shall include the plural and vice versa and words importing a gender shall include every gender.

在本協議內，凡提供任何人之處，乃包括提述商號或法團。單數名詞乃包括複數名詞，反之亦然。代表某種性別之名詞及包括每種性別。

## 2. Applicable Rules and Regulations 適用之規則和規例

The Client's instructions and all futures contracts and options contracts entered into by KFL on behalf of the Client shall be subject to: (a) the terms and conditions of this Agreement; (b) the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange or market and its clearing house, if any, where the transactions are executed by KFL or its agents; (c) all applicable laws, rules and regulations; and (d) KFL's procedures and policies, in effect from time to time, with respect to the operation and maintenance of client accounts. Notwithstanding the foregoing, if there shall be any conflict or inconsistency between any of the provisions of this Agreement and any of the provisions of such constitution, rules, regulations, applicable laws, the latter shall prevail and KFL may, in its absolute discretion, take or refuse to take any action or demand that the Client shall take or refrain from taking any action to ensure compliance with the same.

客戶之指示及金利豐代表客戶所訂立之一切期貨合約／期權合約，均不得抵觸；(a)本協議所載之條款及條件；(b)交易所或市場及其結算所之章程、規則、規例、常規、慣例、判決及詮釋（如交易乃由金利豐或其代理人執行）；(c)所有適用之法例、規例及規例；及(d)金利豐就客戶戶口之運作及保持不時實施之程序和政策。儘管有前述之規定，倘若本協議之任何條文與該等章程、規例、規例及適用法例之任何條文有所衝突或抵觸，亦以後者為準，而金利豐可酌情採取或拒絕採取任何行動，或要求客戶採取或避免採取任何行動，以確保符合該等條文。

## 3. Clients Instructions 客戶指示

- (a) The Client may from time to time instruct KFL, acting as the Client's agent, to enter into any futures contract or option contract on behalf of the Client and KFL shall be entitled in its absolute discretion, but not bound, to accept such instruction. Any such instruction shall be transmitted at the risk of the Client.

客戶可不時指示金利豐作為客戶之代理人代表客戶訂立任何期貨合約或期權合約，而金利豐有權酌情接受（但並無義務接受）該等指示，該等指示在傳送方面如有失誤，概由客戶負責。

- (b) KFL may act in accordance with and rely upon any instruction or other communication for any purpose which may from time to time be or purport to be given in writing (including by telex or fax) or orally by the Client or, in the case of a corporate Client, by any one or more of the individuals whose names are listed under the Client Information Statement. For this purpose the Client confirms that the signature appended to the Client Information Statement is the Client's genuine signature or, in the case of a corporate Client, that the signature of each such individual. Without prejudice to the foregoing, KFL may use voice or other recording procedures in connection with any communications with the Client and any such voice or other records will constitute conclusive evidence of the instructions or conversations so recorded.

金利豐可按客戶或聲稱由客戶不時以書面方式（包括以電傳或圖文傳真方式）或口頭方式發出之指示或其他任何目的之通訊行事，並且倚賴該等指示或通訊；如客戶為公司客戶，金利豐則按客戶資料聲明所列之任何一個或以上之人士不時以上述方式發出之指示或通訊行事，並且倚賴該等指示或通訊，就這點而言，客戶茲確認附於客戶資料聲明之簽署乃其親筆簽署，在不損害前述規定之原則下，金利豐可在與客戶通訊方面採用錄音或其他記錄程序，而此等聲音或其他記錄將構成所錄之指示或會談內容之確證。

- (c) All instruction from the Client shall be irrevocable for a period of 24 hours after they are made unless KFL otherwise agrees orally or in writing and KFL shall be entitled to rely upon and to act as it thinks fit as a consequence of or in connection with any instruction that is given by the Client in the manner specified in paragraph (b) above and may treat the same as fully authorized by and binding on the Client regardless of the circumstances prevailing at the time of the instruction or communication or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that the KFL officer concerned believed the instruction to be genuine at the time it was given. The Client shall keep KFL and its directors, officers, employees, agents and correspondents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred by KFL or any of them arising out of anything done or omitted pursuant to any instruction or communication as aforesaid.

客戶之一切指示於發出後 24 小時內不得撤銷，除非金利豐另以口頭或書面方式表示同意，則作別論，金利豐有權倚賴客戶根據(b)段所述之方式發出之指示酌情行事；只要金利豐屬下有關之主管人員相信該項指示於發出時乃屬真實，則不論該項指示發出時或通訊進行時之情況如何，亦不論該項交易之數額如何，金利豐可視該項指示為已獲客戶充分授權並對客戶具有約束力，而毋需要求客戶再作任何形式之確認，儘管該項指示有錯誤、誤解、含糊、欺詐、偽造或欠缺憑據依據上述之指示或通訊行事或漏作任何事情而招致之申索，要求、訴訟法律程序、損害、賠償、損失及訴訟費用。

- (d) If in its absolute discretion KFL does not wish to accept any such instruction or if KFL is unable to act on or in accordance with any such instruction, it will notify the client accordingly but is shall not in any circumstances whatsoever be liable in any way for any loss of profit or gain, damage, liability, cost or expense whatsoever suffered or incurred by the Client arising out of or in connection with KFL's unwillingness to inability to act on or in accordance with any such instruction or omitting so to notify the Client.

金利豐如不欲接受或不能按任何這類指示行事，便會通知客戶，但不論在任何情況下，如客戶因金利豐拒絕接受或不能按該等指示行事或遺漏通知客戶而蒙受或招致任何利潤上或收益上之損失、損害、負債或費用，金利豐毋須對此承擔任何責任。

- (e) If KFL or its agent is not able to enter into the number of futures contracts or option contracts which are specified in any such instruction, KFL or its agent may enter into any lesser number of such contracts as it may in its absolute discretion determine and the Client shall be bound by such contracts so entered into provided that KFL or its agent (as the case may be) shall not have any obligation or liability whatsoever and howsoever in respect of any futures contracts or option contracts specified in such instruction which have not been entered into.

金利豐或其代理人如不能按這類指示所指明之合約數目訂立期貨合約或期權合約，可酌情訂立較少張數之期貨合約或期權合約，

而客戶須受如此訂立之合約約束。惟金利豐或其代理人毋須就未能根據該指示訂立之期貨合約或期權合約，承擔任何義務和責任。

- (f) KFL may, for the purpose of carrying out any instruction given by the Client, contract with or otherwise deal with or through any other agent, including any person or party associated in manner with KFL or any of the companies in the Kingston Group, on such terms and conditions as KFL may in its absolute determine.

為執行客戶所發出之指示，金利豐可按其酌情確定之條款及條件，與任何其他代理人訂約或交往，或透過任何其他代理人訂約或交往；包括任何與金利豐集團屬下任何公司有所聯繫之人士或當事人。

- (g) KFL may give notice to the Client of the details of any futures contract or option contract entered into by KFL on behalf of the Client in such form, containing such details and provided to the Client within such time limit as may be prescribed by and applicable rules, regulations or laws. Oral reports of the execution of instructions and written confirmations and statements of account rendered by KFL to the Client pursuant to the terms of this Agreement shall in the absence of any manifest error determined by KFL be conclusive and binding on the Client unless objected to in writing by the Client within 5 business days from the date of such report, confirmation or statement of account.

金利豐可將其代表客戶訂立之期貨合約或期權合約之詳情告知客戶，而這類通知形式，告知客戶之詳情以及向客戶發出通知之時限，均由適用之規則、規例或法例訂明。除非金利豐決定有明顯錯誤，金利豐依據本協議之條款給予客戶之有關執行指示之口頭報告及書面確認和帳目結算表，如客戶未於五個營業日內提出書面反對，即無爭論餘地及對客戶具有約束力。

- (h) If any relevant exchange and/or clearing house and/or agent on or through whom any futures contract or option contract has been entered into by KFL on behalf of the Client requires any alteration in any terms or conditions of any such contract, KFL may take all such action as it may in its absolute discretion consider necessary or desirable to comply therewith or as a result thereof or to avoid or mitigate loss thereunder and all such action shall be binding upon the Client.

倘若金利豐代表客戶訂立期貨合約或期權合約所涉及之有關交易所、結算所或代理人，要求將該等合約之任何條款或條件更改，金利豐可採取其酌情認為必須或合宜之行動，以遵從該項要求或避免或減少因此而引起之損失，而這類行動均對客戶具有約束力。

- (i) Every futures contract entered into by KFL on behalf of the Client is made on the understanding that both KFL and the Client contemplate actual performance thereof and, as between KFL and the Client, shall be deemed to contain obligations on the Client and KFL to make settlement in a current month, the Client 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 KFL to close out the same or deliver to KFL all monies, securities, financial instruments, documents and other property deliverable by the Client under such contracts in order to enable due settlement of such contracts by KFL in accordance with the rules of the applicable exchange or clearing house. If the Client fails to provide KFL with such instructions, monies securities, financial instruments, documents or property within the period as aforesaid, KFL may without notice either close out the relevant contracts determine. The Client shall keep KFL indemnified in respect of all costs, losses, claims, penalties, fines, taxes, damages and expenses incurred by KFL as a result of action taken by KFL in connection with any delivery, exercise, closing out or settlement effected pursuant to the terms of this paragraph (i).

金利豐代表客戶訂立之每一份期貨合約，皆在金利豐與客戶均明白及考慮實際會履行該合約之條件下訂立，而每份期貨合約均須被視為註明金利豐與客戶皆有義務將該份合約平倉，或將該份合約所涉及之商品交付。至於在當月到期之未平倉合約，客戶須於首個通知日之前至少五個營業日向金利豐發出指示（如屬「好倉」合約），或於最後一個交易日之前至少五個營業日向金利豐發出指示（如屬「淡倉」合約），要求將該等合約清結，或將客戶須根據該等合約交付之款項、證券、金融票據、文件及其他財產交付予金利豐，以便金利豐能夠按照有關交易所或結算所之規則將該等合約妥為平倉，如客戶未有在上述期間內向金利豐提供該等指示、款項、證券、金融票據、文件或其他財產，金利豐可毋須發出通知而將有關合約清結，或按其酌情所訂定之條款和方法代表客戶進行交收。客戶須賠償金利豐因採取與依據本(i)所載條款完成之交付，清結或平倉之行動而招致之訟費、損失、申索、刑罰、罰款、稅務、損害賠償和費用。

- (j) If KFL or its agent (as the case may be) shall for any reason whatsoever and howsoever fail to receive payment of all or any amount of monies or delivery of all or any amount of Commodity (whether from the relevant exchange and/or clearing house and/or other person) due to be paid or delivered to the Client in respect of any futures contract or option entered into to KFL on behalf of the Client on the due date for payment or delivery thereof in accordance with the rules and regulations of the relevant exchanges and/or clearing house and/or any applicable laws, KFL's obligations to make payment or to deliver any Commodity to the Client in respect of such futures contracts or option contracts shall thereupon and by virtue of such failure become obligations to make payment to such amount of monies or delivery of such amount of Commodity only as is equal to such payment or such amount (if any) as is actually by KFL in respect thereof.

倘若金利豐或其代理人因任何原因而在到期付款或交付之日期，未能就金利豐代表客戶訂立之期貨合約或期權合約，收取全部或任何部分之款項或獲交付全部或任何部分之商品（不論是有關之交易所，結算所或其他人士支付或交付），按有關之交易所，結算所之規則和規例或其他有關法例支付或交付予客戶，則金利豐就該等期貨合約或期權合約向客戶付款或交付商品之義務，只限於支付其就該等合約所實際收取之款額，或交付其就該等合約所實際收取之商品數量。

- (k) KFL shall be entitled in its absolute discretion, but shall not be bound, to act on nay instruction from the Client to take any action whatsoever or howsoever against any exchange and/or clearing house and/or any other person in respect of any failure by such exchange and/or clearing house and/or person to make any payment or to deliver any amount of Commodity in respect of any futures contract or option contract entered into by KFL on behalf of the Client as provided in paragraph (j) above provided that if any such action is taken by KFL, the Client shall indemnify KFL in respect of all costs, claims, demands, damages and expenses whatsoever arising out of or in connection with the taking of such action.

金利豐有權酌情（但並無義務）就其代表客戶訂立之期貨合約或期權合約，按客戶之指示行事，就任何交易所，結算所或其他人士未能付款或交付商品，向該交易所，結算所或該名人士採取任何行動，倘若金利豐採取該項行動，客戶便須賠償金利豐因採取該項行動而招致之訟訴費、申索、要求、損害賠償和費用

- (l) The Client shall, forthwith upon request by KFL, supply to KFL in relation to any futures contract or option contract entered into by KFL on its behalf such information in relation to the delivery and/or settlement and/or (in the case of an option contract) exercise of any such futures contract or option contract which has not been closed out or, as the case may be, exercised, as KFL may request.

如金利豐提出要求，客戶須立即就金利豐代表客戶訂立之期貨合約或期權合約，向金利豐提供與該等尚未清結或未行使之期貨

合約或期權合約之交付，結算或（如屬期權合約）行使有關之資料。

#### **4. Margin, Commissions and Fees 孖展、佣金及費用**

- (a) The Client agrees to provide to and maintain with KFL such margin or variation adjustment together with such guarantees and other security in such form and amount and on such terms as KFL may in its absolute discretion require from time to time. KFL may change such requirements in its sole discretion and at any time without prior notice to the Client. If KFL determines that such margin, variation adjustment, guarantee or security is required, the Client agrees to deposit the same with KFL forthwith upon demand.

客戶同意按金利豐不時酌情訂定之條款及要求，向金利豐提供孖展或偏差調整額以及擔保和抵押，而該孖展、偏差調整額、擔保及抵押之形式和數額概由金利豐不時訂定，金利豐可隨時酌情更改該等要求而毋須事先通知客戶。如金利豐認為需要增加孖展、偏差調整額、擔保或抵押，客戶同意立即應金利豐之要求將該等孖展、偏差調整額、擔保或抵押存放於金利豐。

- (b) The Client also agrees to pay (i) brokerage commission at such rates as may be determined by KFL and notified to the Client from time to time; (ii) all commissions, brokerage, levies, fees, duties and taxes and all other charges and expenses incurred by KFL arising out of or in connection with any futures contract or option contract entered into by KFL on behalf of the Client or otherwise arising out of or in connection with the performance of any of KFL's duties or the exercise of any of KFL's discretion under this Agreement; and (iii) interest on any monies advanced to the Client at such rates as may be determined by KFL and notified to the Client from time to time.

客戶亦同意：(i)按金利豐不時釐定及告知客戶之收費率支付經紀佣金；(ii)支付金利豐因其代表客戶訂立之期貨合約或期權合約，或因其根據本協議履行任何義務或行使任何酌情權而招致之一切佣金、經紀費、徵費、費用及稅務；(iii)按金利豐不時釐定及告知客戶之利率，支付金利豐墊款予客戶之利息。

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

客戶無權就金利豐以任何理由代客戶持有之任何款項（包括孖展）收取任何利息。

#### **5. Foreign Currency Transactions 外幣交易**

If KFL enters into any futures contract or option contract on behalf of the Client 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 Client's account and risk and (b) unless another currency is designated in the confirmation for such transaction, all margin deposits for such contract, and any debit or credit made in the Account as a result of closing out such a contract shall be in Hong Kong dollars at a rate of exchange determined by KFL in its sole discretion on the basis of the then prevailing money market rates of exchange for such foreign currency.

如金利豐以港幣以外之貨幣代表客戶訂立任何期貨合約或期權合約。(a)因該種貨幣匯率之波動而產生之利潤或虧損，概由客戶承受；(b)除非在該項交易之確認書中指定另一種貨幣，否則為該項合約所存放之孖展以戶口內因清結該項合約而扣除或計入之款項，均按金利豐據該外幣當時在貨幣市場之匯率酌情釐定之匯率折算為港幣。

#### **6. Disclosure 披露**

- (a) The Client shall immediately on demand supply to KFL such financial and other information relating to the Client (or, where applicable, the Beneficial Identity of the Client), its dealings or the Account as KFL may, in its absolute discretion and without giving any reason therefore, require.

金利豐如提出要求（但毋須提出任何理由），客戶須立即向金利豐提供金利豐酌情要求之有關客戶或其買賣或戶口之財務資料之其他資料（如情況適用，亦須提供客戶受益人身分之資料）。

- (b) Under the rules or regulations of any relevant exchange and/or clearing house or under any applicable laws, KFL, its employees, directors or agents may be required from time to time to report on or to disclose any information supplied by the Client to KFL pursuant to paragraph (a) above together with particulars of all dealings and other information relating to the Account including, without limitation, any default by the Client in meeting any demand for the provision of margin or other security as provided in Clause 4. KFL and any of its employees, directors are hereby irrevocably authorized by the Client to provide any such report and to make any such disclosure.

根據任何有關交易所和結算所之規則及規例或根據任何適用之法例，金利豐、其僱員、董事或代理人均可不時被要求就客戶依據上文(a)段向金利豐提供之資料作出報告，或將該等資料及一切與戶口有關之買賣詳情和其他資料披露，包括（但並不限於）有關客戶未有如第4條所規定那樣迎合關於補倉或抵押之要求的資料。客戶特此不可撤銷地授權金利豐及其任何僱員、董事及代理人提供這類報告以及披露這類資料。

#### **7. Liquidation of Account by KFL 金利豐了結戶口**

- (a) KFL shall have the right, without notice and in its absolute discretion and sole judgment, to take such action as it may consider necessary or desirable to comply with or to perform, cancel or satisfy any obligation of KFL to the Client or any obligations of the Client and/or KFL to a relevant exchange and/or clearing house and/or broker, as the case may be, in respect of any Open Contract (including closing out and/or performing any or all such Open Contracts) and may for such purpose buy or sell in any manner whatsoever (including from or to any of the companies in the Kingston Group) the Commodity underlying any Open Contract and/or apply any Margin and/or enforce any security held by it and apply the proceeds thereof in such manner as it may, in its absolute discretion, determine if (i) KFL in its sole discretion considers it necessary for its protection because of margin requirements or otherwise or (ii) KFL is under an obligation to comply with any requirement imposed by any relevant exchange and/or clearing house and/or broker or any applicable laws, rules and regulations or (iii) the Client violates or fails to perform any term, covenant, or condition on its part to be performed hereunder or (iv) the Client becomes dissolved for any reason whatsoever merges becomes consolidated with any non-affiliated party or sells all or a substantial portion of its business or assets or (v) a petition in bankruptcy, or a petition for the appointment of a receiver, is filed by or against the Client, or the Client takes advantage or any bankruptcy, reorganization, moratorium, insolvency or similar law or makes or proposes to make any arrangements or compositions for the benefit of any of its creditors, or is the subject of any order, judgment or decree entered by any court providing for the winding up, reorganization, liquidation or appointment of a liquidator, trustee or receiver of the Client or a substantial part of its business or assets or (vi) any third party asserts a claim in respect of any monies in the Account or (vii) at any other time and in any other circumstances whatsoever, and all sums expended and liabilities incurred by KFL thereby shall be paid or reimbursed by the Client to KFL on demand.

倘若(i)金利豐基於孖展規定之理由或其他理由而酌情認為必須保障自身；(ii)金利豐有義務遵從有關交易所、結算所或經紀行所

訂明之規定或遵從任何適用之法例、規則或規例；(iii)客戶違反本協議所訂之任何條款、契諾或條件，或未有履行其應根據本協議履行之條款、契諾或條件；(iv)客戶因任何原因而解散、或與任何非關連人士合併，或將其所有或大部分業務或資產出售；(v)客戶入稟法院申請破產或要求委任接管人，或他人針對客戶而入稟法院申請破產或要求委任接管人，或客戶利用任何破產法、重組法，延期償付法，無償債能力法或類似之法例而從中得益，或客戶作出或建議作出其任何債權人受惠之債務償還安排或債務重整協議，或客戶成為任何法院為清盤或重組客戶或其大部分業務或資產之清盤人、信託人或接管人而作出之命令或判決之目標；(vi)第三者就戶口內之任何款項提出申索；或(vii)在任何其他時間及在任何其他情況金利豐有權毋須發出通知就任何未平倉合約酌情採取其認為必須或合宜之行動，以遵從、履行或取消其對客人之義務，或客戶及／或金利豐對有關交易所、結算所或經紀行之義務（該等行動乃包括清結及／或履行該等未平倉合約），而為達到這目的，金利豐可以以任何方式購買或沽售任何未平倉合約所涉及之商品（包括向金利豐集團屬下任何公司購買或沽售），及／或可將任何孖展按其酌情訂定之方式運用，及／或將其所持有之入任何抵押出售並將出售所得之款項按其酌情訂定之方式運用。客戶須應金利豐之要求，立即向金利豐支付或償付其因此而支出之款項及因此而招致之債務。

- (b) On the exercise of KFL's rights under paragraph (a) above, all amounts owing to KFL hereunder shall become immediately payable and KFL shall not be obliged to deliver to the Client any amount of the underlying Commodity or any money due to the Client in respect of any futures contract or option contract until all sums due from and liabilities of the Client to KFL in respect of any such contract or otherwise howsoever in accordance with the terms of this Agreement are satisfied or discharged to the satisfaction of KFL.

金利豐一旦行使上文(a)段所述之權利，所有根據本協議所欠金利豐之款項，均須立即支付，而金利豐毋須就任何期貨合約或期權合約向客戶交付任何數量之商品或任何應付予客戶之款項，直至客戶償還就該等合約或根據本協議之條款而欠付金利豐之款項及債務至金利豐認為滿意為止。

## 8. Lien and Transfer of Funds 留置權及資金之調撥

All of the Client's funds and property held by KFL or any of the companies in the Kingston Group at any time shall be subject to a general lien in favour of KFL to offset and discharge all of the Client's obligations to KFL in respect of the Account or in respect of margin or security or commissions or expenses in accordance with the terms of Clause 4 or otherwise whatsoever or howsoever in accordance with the terms of this Agreement, and KFL may without notice combine and/or consolidate all or any of the accounts or transfer any money or other property interchangeably between any of the accounts in such manner as KFL may determine.

金利豐或金利豐集團屬下任何公司在任何時間所持有之客戶資金和財產，均須受一項以金利豐為受惠人之一般留置權所規限，以抵銷及解除客戶就第4條條款所規定之補倉、抵押、佣金或費用，或其他就本協議之條款所規定之補倉、額外補倉、佣金或費用，對金利豐所承擔之一切義務。金利豐可毋須發出通知而將所有或任何戶口結合或合併起來，或以其訂定之方式將任何款項或財產在各個戶口之間調撥。

## 9. Trading Recommendations 交易建議

The Client acknowledges and agrees that the Client retains full responsibility for all trading decisions in the Account; that KFL and its agent is responsible only for the execution, clearing, and carrying out of transactions in the Account; that KFL has no responsibilities or obligations regarding any conduct, action, representation or statement of any introducing firm, commodity trading advisor or other third party in connection with the Account or any transaction therein; and that any advice or information by KFL, its employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction and KFL shall be under no liability whatsoever in respect of such advice or information.

客戶確認並同意，客戶對於戶口內之一切交易決定，須承擔全部責任，而金利豐及其代理人只負責執行及結算戶口內之交易；金利豐對任何介紹商號、商品交易顧問或其他第三者就戶口或戶口內之任何交易所作之行爲、陳述或聲明或所採取之行動，毋須承擔任何責任或義務；金利豐、其僱員或代理人所提供之意見或資料，不論是否由客戶要求提供，皆並不構成一項訂立交易之要約，而金利豐毋須就該等意見或資料承擔任何責任。

## 10. Client's Representation 客戶之陳述

The Client represents that it is not, or in the case of a corporate Client, none of its officer are, employed by any exchange, board of trade or clearing house, or by any corporation of which any exchange owns a majority of the share capital, or (unless written consent to such trading is filed with KFL) employed by a member of any exchange or by a firm registered on any exchange. In addition, the Client represents that, except as disclosed in writing, (a) no one other than the Client has an interest in the Account; (b) the information provided by the Client in connection with the opening of the Account is true, complete and correct; (c) the Client will notify KFL forthwith of any material changes in any of the information so provided; and (d) the Client has determined that trading in Commodities is appropriate for the Client, is prudent in all respects and does not and will not violate any statute, rule, regulation, judgment, decrees, agreement or undertaking to which the Client is subject or bound.

客戶述明其本人並非受僱於任何交易所、商會或結算所，或受僱於任何交易所佔大多數股本之法團或受僱於任何交易所之會員或於任何交易所註冊之商號（除非已向金利豐遞交這類交易之同意書）；如屬公司客戶，客戶述明其主管人員均非受僱於任何交易所、商會或結算所、或受僱於任何交易所佔大多數股本之法團、或受僱於任何交易所之會員或於任何交易所註冊之商號（除非已向金利豐遞交此類交易之同意書）。此外客戶述明，除以書面方式披露者外，(a)除客戶外，無人在戶口中佔有權益，(b)客戶所提供之與開戶有關的資料及真實、完整及正確；(c)如提供之資料有任何重大變更，客戶將會立即通知金利豐；及(d)客戶認為商品交易對其本身來說乃是適當，兼且審慎，並沒有違反而將來亦不會違反任何客戶須受制約或受約束之法規、規則、規則、判決、協議或承諾。

## 11. Liability 法律責任

- (a) Neither KFL nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client as a result of (i) KFL acting or replying on any instruction given by the Client whether or not such instruction was given following any recommendation, advice or opinion given by KFL or by any of the companies in the Kingston Group or by any of its or their directors, employees or agents; or (ii) KFL failing to perform its obligations hereunder by reason of any cause beyond KFL's control including any breakdown or failure of any relevant exchange and/or clearing house computer facilities, postal or other strikes or similar industrial action or the failure of any relevant exchange and/or clearing house and/or broker and/or any other person, firm or company whatsoever to perform its obligations; or (iii) any relevant exchange and/or clearing house



and/or broker ceasing for any reason to recognize the existence of any futures contract or option contract entered into by KFL on behalf of the Client or failing to perform or close out any such contracts provided that such cessation or failure shall not affect the Client's obligation hereunder in respect of any such contracts or other obligations or liabilities of the Client arising therefrom.

對於客戶因下述原因而蒙受之任何虧損、費用或損害，金利豐，其董事、僱員及代表人均毋須承擔任何法律責任（不論屬疏忽責任與否）；(i)金利豐按客戶之指示行事或倚賴客戶之指示，不論該項指示是否由金利豐、金利豐集團屬下任何公司，或其任何董事、僱員或代理人提供任何建或意見之後發出的；(ii)金利豐因非其所能控制之事故而未有根據本協議履行其義務，例如傳輸、通訊或電腦設施發生故障或喪失效用，郵務人員罷工或發生其他罷工或類似之工業行動，或有關交易所、結算所或經紀或任何其他人士；商號或公司沒有履行其義務；(iii)有關交易所、結算所或經紀因任何原因而停止承認金利豐代表客戶訂立之任何期貨合約之存在，或沒有履行或清結該等合約，惟客戶在本協議下就該等合約所承擔之義務或客戶因此而招致之義務或法律責任，並不因上述緣故而受到影響。

- (b) Without limiting the generality of paragraph (a) above, neither KFL nor any of its directors, employees or agents shall have any liability whatsoever (whether in negligence or otherwise) for any loss, expense or damage suffered by the Client arising out of or alleged to arise out of or in connection with any delay or alleged delay in acting failure to act instruction given by the Client to KFL.

在不限制上文(a)段之概括性之原則下，金利豐、其董事、僱員及代理人對於客戶因或據稱因延遲或沒有按客戶給予金利豐之指示行事而蒙受之任何虧損、費用或損害，均毋須承擔任何法律責任（不論屬疏忽責任與否）。

## 12. Indemnity 賠償

The Client undertakes to indemnify and keep indemnified KFL in respect of any costs, claims, demands damages and expenses whatsoever which may be suffered or incurred by KFL directly or indirectly arising out of or in connection with any futures contract or option contract entered into by KFL as agent on behalf of the Client or otherwise whatsoever or howsoever arising out of any action by KFL in accordance with the terms of this Agreement. The Client also agrees to pay immediately to KFL all damages, costs and expenses (including legal expenses on a full indemnity basis) incurred by KFL in the enforcement of any of the provisions of this Agreement.

客戶承諾賠償金利豐，因其以代理人身份代表客戶訂期貨合約或期權合約，或因其按本協議之條款取之行動直接或間接引致其本身蒙受或招致之訟費、申索、要求、損害賠償和費用，客戶亦同意立即向金利豐支付其於執行本協議之任何條文時所招致之一切損害賠償、訴訟費和費用（包括全部法律費用）。

## 13. Provisions prescribed by the HKFE Rules 期交所規則所訂定之條文

Without prejudice and in addition to any other provisions of this Agreement, all transactions or dealings in Futures Contracts and/or Options Contracts shall be subject to the provision of this Clause which are prescribed by Rule 602 of the HKFE Rules, and which shall constitute, and be construed as, part of this Agreement:-

在不損害本協議之其他條文之情況下以及除了本協議之其他條文之外，所有期貨合期／期權合約之交易，均須受本條所載之條文規限，該等條文乃按期交所規則第 602 條規則訂定，並且構成及被解釋為構成本協議之一部分：—

- (a) every Exchange Contract shall be subject to the charge of a Compensation Fund levy and a levy pursuant to the Securities and Futures Commission Ordinance, the cost of both of which shall be borne by the Client; and the Client shall make to KFL such payments as set out in Clause 4(b) hereof;  
每份交易所合約均須繳付補償基金徵費以及香港證券及期貨事務監察委員會條例所規定之徵費，此兩項徵費須由客戶承擔。
- (b) if the Client suffers pecuniary loss by reason of KFL's default, the liability of the Compensation Fund will be restricted to valid claims as provided for in the Ordinances and will be subject to the monetary limits specified in the Ordinances and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Compensation Fund in full, in part or at all;  
倘若客戶因金利豐失責而蒙受金錢損失，賠償基金之責任僅限於商品交易條例及香港證券及期貨事務監察委員會條例以及其附屬法例所規定之有效索償，並受其中所載明之賠償金限額所限制，故此，不能保證因上述失責而引致之金錢損失必定可以悉數或部分從賠償基金中獲得賠償。
- (c) KFL may trade on its own account or on the account of any associated company of KFL;  
客戶承認，金利豐可於金利豐本身之帳戶或任何金利豐聯營公司之帳戶進行金利豐本身之交易。
- (d) any director or employee of KFL may trade on his own account;  
金利豐董事、合夥人或僱員可以其本身之帳戶進行買賣。
- (e) transactions related to Exchange Contracts shall be subject to the Rules, the Regulations and the Procedures of HKFE and the Rules of HKFE contain provisions requiring KFL, upon the request of HKFE or the Commission, to disclose the name, Beneficial Identity and such other information concerning the Client as HKFE or the Commission may require and the Client agrees to provide such information concerning the Client as KFL may require in order for KFL to comply with the Rules, the Regulations and the Procedures of HKFE and the Ordinances and in the event KFL fails to comply with the disclosure requirement under Rules 606(a) or 613(a) of the Rules of HKFE, the Chief Executive may require the closing out of positions on behalf of the Client or the imposition of a margin surcharge on the positions of such Client;  
有關期貨／期權合約之交易須受交易所之規則、法規及程序所規限，客戶知悉規則載有金利豐須於交易所或證監會要求時，披露交易所或證監會可能需要之姓名、實益身份及有關客戶之該等其他資料之條文。客戶同意提供金利豐可能需要之有關客戶之該等資料，以供金利豐遵守交易所之規則、法規及程序及條例，如金利豐未有遵守根據第 606(a)或第 613(a)條之披露要求，行政總裁可能需要代表客戶平倉或就客戶之倉盤徵收額外保證金。
- (f) if the Client wishes to have F.O. Business executed in markets other than those operated by HKFE, in respect of transactions related to such F.O. Business, such transactions will be subject to the rules and regulations of those markets and not those of HKFE, with the result that the Client may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by the Rules, the Regulations and the Procedures of HKFE;  
如客戶有意就有關期貨／期權合約買賣業務中之交易於交易所以外之市場內進行簽立之期貨／期權合約中之買賣業務，該等交易須受該等市場而非交易所之規則法規所限制，因此客戶可能具有有關該等交易與規則應付之保障水平及種類比較顯著不同之保障水平及種類。

- (g) to the extent that KFL enters into a transaction for NYMEX Contracts on NYMEX ACCESS<sup>SM</sup> of the account of the Client:-  
當金利豐為客戶於紐約交易所系統訂立紐約交易所合約之交易：
- i. the transactions are subject to the NYMEX Rules, and  
該等交易須受紐約交易所規則所規限，及
  - ii. if the Client is dealing in NYMEX Contracts for the benefit of another person, the Client shall ensure that in its agreement with that other person there shall be a provision to the effect of sub-paragraph (i) and this sub-paragraph (ii)  
倘客戶乃為他人之利益買賣紐約交易所合約，客戶須確保其與該名人士訂立之協議內須具一條與本協議第(i)及(ii)段意思相同條文。
- (h) **KFL may, subject to the provisions of the ordinances and any applicable law, take the opposite position to the Client's order in relation to any futures contract and/or options contract, whether on KFL's own account or for the account of other Client's of KFL, provided that such trade is executed competitively on or through the facilities of HKFE in accordance with the Rules, the regulations and the Procedures of HKFE or the facilities of any other commodity, futures or options exchange in accordance with the Rules of such other exchange;**  
客戶承認，在商品交易條例、證券及期貨事務監察委員會條例以及其下任何附屬法例之條文之規限下，金利豐可就任何期貨合約及 / 或期權合約持有與客戶指令相反之倉盤，不論是以金利豐本身帳戶或代金利豐之其他客戶而持有，但該等買賣須根據交易所之規則、法規及程序或透過交易所之設施或根據任何其他商品期貨或期權交易所之規則或透過其他交易所之設施而具競爭力地執行。
- (i) the client hereby acknowledges that the Clearing House may do all things necessary to transfer any open position held by KFL on the Client's behalf and any money and security standing to the credit of its account with KFL to another Member of HKFE in the event the membership rights of KFL are suspended or revoked;  
客戶明白倘金利豐之會籍權利遭暫停或撤回之情況下，結算所可作出一切必要事情，代表客戶轉讓金利豐所持有之任何未平倉合約及將貸入金利豐帳戶內之任何款項及證券付予交易所之另一會員。
- (j) all money, approved debt securities and other property received by KFL from the Client or from any other person (including the Clearing House) for the account of the Client shall be held by KFL as trustee, segregated from KFL's own assets and paid into a Segregated Bank Account or a Segregated Debt Securities Account, and all money, approved debt securities or other property so held by KFL shall not form part of the assets of KFL for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of KFL's business or assets;  
金利豐從客戶或從任何其他人士（包括結算所）為客戶帳戶而收取之一切款項、認可債務證券及其他財產，須由金利豐作為受託人而持有，但須與金利豐本身之資產分開，繳進一個獨立銀行帳戶或獨立債務證券帳戶內，金利豐持有之所有款項、認可債務證券或其他財產不得就無力償債或清盤之目的而成為金利豐資產之一部份，惟須於委出負責處理全部或任何部份金利豐業務或資產之臨時清盤人、清盤人或類似人員後，即時歸還予客戶。
- (k) the Client hereby authorizes KFL to apply any monies or approved debt securities which the Client may pay to KFL in the manner specified in Rule 622 or Rule 622A of the Rules of HKFE and, in particular, KFL may apply such monies or approved debt securities in or towards meeting KFL's obligations to any party insofar as such obligations arise in connection with or incidental to F.O. Business transacted on the Client's behalf;  
客戶今授權金利豐按規則第 622 或第 622A 條所指明之方式，運用客戶可能繳付予金利豐之款項或認可債務證券，金利豐尤其可運用該等款項或認可債務證券清償金利豐欠負任何人士之債務，只要該等債務乃屬因代客戶買賣期貨 / 期權合約而產成或附帶者則可。
- (l) the Client hereby acknowledges that in respect of any account of KFL maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of F.O. Business transacted on behalf of that Client and whether or not money or approved debt securities paid by that Client has been paid to the Clearing House, as between KFL and the Clearing House, KFL deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client and monies and approved debt securities paid to the Clearing House are thereby freed from the trust referred to in paragraph (j) above;  
客戶承認，就金利豐於結算所存設之任何帳戶而言，不論該帳戶是全部或部份為代客戶進行買賣期貨 / 期權合約業務而存設，亦不論客戶所繳付之款項或認可債務證券是否已繳付予結算所，就金利豐與結算所之間而言，金利豐乃以當事人身份進行買賣，故此，該帳戶並無任何標記可顯示有任何屬於客戶之信託或其他衡平法權益，而繳付予結算所之款項及認可債務證券乃不受上文(j)項之信託限制。
- (m) margin calls, demands for variation adjustments and Interest Rate Cash Adjustments must be met, immediately upon demand and KFL may be required to report to HKFE particulars of all open positions in respect of which two successive margin calls, demands for variation adjustments and Interest Rate Cash Adjustments are not met within the period specified by KFL and KFL may require more margin, variation adjustments or Interest Rate Cash Adjustments than that specified by HKFE and/or the Clearing House and may close out open positions in respect of which any margin calls, demands for variation adjustments and Interest Rate Cash Adjustments are not met;  
孖展保證金及偏差調整額須於要求時立即提供。倘若客戶連續兩次未在金利豐訂定之時間內迎合有關孖展保證金或偏差調整之要求，金利豐或須將該等未平倉合約之詳情向期交所報告。金利豐要求之孖展保證金或偏差調整額之數額，可超越期交所及 / 或結算公司所訂明。若客戶未迎合任何有關孖展保證金或偏差調整額之要求，金利豐可將客戶之任何期貨合約清結。
- (n) the Client hereby acknowledges that KFL is bound by the HKFE Rules which permit HKFE or the Chief Executive to take steps to limit the positions or require the closing out of contracts on behalf of such Clients who in the opinion of HKFE or the Chief Executive are accumulating positions which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be;  
客戶明白金利豐乃受規則之約束，該規則容許交易所或行政總裁採取步驟，代表該等客戶在交易所或行政總裁認為繼續積累倉盤可能對某個或多個市場造成損害，或對任何市場之公平及有秩序營運構成不利影響時，限制客戶之持倉數量或要求將客戶之合約平倉。
- (o) the Client and KFL hereby covenant to notify each other forthwith of any material changes in the information supplied in the Client

#### Information Statement and this Agreement;

客戶與金利豐作出契諾，如客戶資料聲明內所提供之資料及本協議有任何重大變更，便會立即通知對方。

- (p) no provisions of this Agreement shall operate to remove, exclude or restrict any rights of the Client or obligations of KFL under Hong Kong law;  
在香港現行法律之下，本協議內之條文既不得限制、消除、免卻客戶所應享之權益，或金利豐所應盡之責任。
- (q) the Client hereby declares that the Client Information Statement is true and complete;  
客戶現聲明，客戶資料聲明及正確及完整。
- (r) KFL hereby declares that the contents of this Agreement and the applicable Risk Disclosure Statement have been fully explained to the Client in a language he understands; and  
本協議連同所有附錄之內容已採用客戶明白之語言向客戶作全面解釋，客戶對協議內容表示同意。
- (s) KFL shall provide to the Client Contract Specifications, a full explanation of margin procedures and the circumstances under which a Client's positions may be closed without the Client consent.  
金利豐須向客戶提供合約說明書，並就保證金買賣程序作出詳盡解釋，以及在何種情況下客戶所持倉盤不須客戶同意便可平倉。

#### 14. Termination 終止

Either party may terminate this Agreement at any time by notice to the other provided that such termination shall not affect (a) the rights or liabilities of either party arising out of or in connection with any Open Contracts at the time of such termination whether as to margin, commission, expenses, indemnity or otherwise whatsoever or howsoever in accordance with the terms of this Agreement until all such contracts have been closed out or settlement and/or delivery has been effected and all such liabilities fully discharged; and (b) any warranties, representations, undertakings and indemnities given by the Client under this Agreement, all of which shall survive such termination.

任何一方皆可隨時藉通知對方而終止本協議，惟該終止並不影響；(a)任何一方在本協議終止時存在之未平倉合約而具有之權利或責任（不論該等權利或責任是關於符合本協議之條款之孖展、佣金、費用賠償或其他），直至該等合約清結為止，或者交收或交付完成及該等責任完全履行為止；(b)客戶在本協議所提供之保證、陳述、承諾及賠償，該等保證、陳述、承諾及賠償於本協議終止後仍然有效。

#### 15. Miscellaneous 雜項條文

- (a) Time shall be of the essence in relation to all matters arising under this Agreement.  
對於本協議所引見之一切事宜，時間是一項要素。
- (b) The rights, remedies, powers and privileges of KFL in accordance with the terms of this Agreement are cumulative and not exclusive of any rights or remedies provided by law. No time, indulgence or forbearance granted by KFL hereunder shall operate to waive any of its rights under this Agreement nor shall any single or partial exercise thereof preclude any other or further exercise thereof.  
金利豐根據本協議之條款而享有之權利、賠償、權力及特權，均屬累積性質，而且並不排斥法例所提供之權利或賠償。如金利豐根據協議給予寬限，准予延期或於棄執行某些權利，這並不等於放棄根據協議而享有之任何權利，而金利豐即使只行使其中一項或部分權利，亦不妨礙其行使其他權利或進一步行使該等權利。
- (c) The Client shall not be entitled to assign, delegate, transfer or otherwise dispose of any of its rights or obligations in accordance with the terms of this Agreement, or the performance thereof, to any person, firm or company without the prior written consent of KFL. KFL shall have the right to assign, transfer or otherwise dispose of all or any of its interests or rights in accordance with the terms of this Agreement to any person, firm or company and to delegate or sub-contract the performance of its obligations hereunder as it thinks fit. KFL is authorized to disclose any information regarding the Client to any proposed assignee of any of its interests or rights in relation to the Client or, if required by law or regulation, to any relevant supervisory or regulatory authority.  
如事前未經金利豐之書面同意，客戶無權將其根據本協議之條款而具有之權利或義務或該等權利或義務之執行、轉讓、轉委、移轉或讓予任何人士、商號或公司，金利豐有權將其根據本協議之條款而享有之權益，轉讓、轉委、移轉或讓予任何人士、商號或公司，並有權將其根據本協議而須履行之義務轉委。金利豐茲獲授權將有關客戶之資料，向擬承讓其吐之人士披露；如法例和規例需要，則可向任何有關之監督或監管機構披露。
- (d) This Agreement constitutes the whole agreement between KFL and the Client and it is expressly declared that no variations hereof shall be effective unless made in writing and signed by KFL.  
本協議構成金利豐與客戶之間的全部協議；茲明確聲明，本協議所作之任何更改，必須以書面方式及由金利豐簽署方為有效；
- (e) KFL may at its discretion amend, delete or substitute any of the terms herein or add new terms to this Agreement by sending to the Client a notice in writing setting out such amendment, deletion, substitution or addition which shall be deemed incorporated herein unless objected to in writing by the Client within 7 days from the date of such notice.  
金利豐可酌情修訂、刪除、取代或增補本協議之任何條款，惟必須以書面方式向客戶發出通知，列明該等修訂、刪除、取代或增補之條款；除非客戶由該項通知日期起 7 天內以書面方式提出反對，否則該等修訂、刪除、取代或增補之條款及被視作納入本協議內。
- (f) Any provision in this Agreement which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.  
即使本協議之某項條文在某個地區因任何原因而無效，亦不影響本協議其餘條文之效力或影響該項條文在任何其他地區之效力。

#### 16. Notice 通知

- (a) Any notice (other than any instruction relating to any futures contract or option contract given in the manner contemplated by Clause 3 hereof) given under this Agreement shall be in writing and may be delivered by hand or sent by registered post or telex or fax addressed to the party to which it is addressed, in the case of KFL, at the address set out above and, in the case of the Client, at the address set out in the Client Information Statement or, in both case, at such other address as may have been notified to the other hereto.

任何根據本協議發出之通知（按第 3 條所述之方式發出之任何與期貨合約或期權合約有關之指示除外），均須以書面方式發出及抬頭列明收件人，並可由專人送遞或以掛號郵件、電傳或圖文傳真方式送交收件人，如收件人為金利豐，便送往上文所述之地址；如收件人為客戶，則送往客戶資料聲明所述之地地；此外，雙方亦可將通知書送往對方所告知之其他地址。

- (b) Any such notice or notification shall be deemed to have been received (i) if delivered by hand, when delivered (ii) if sent by registered post, two days after the same has been posted or (iii) if given by telex or fax, at the time it is dispatched.

上述之通知書或地址通知書：(i)若由專人送遞，便被視作於交付時收妥；(ii)若以掛號郵件方式發出，便被視作於投遞後兩天收妥；(iii)若以電傳或圖文傳真方式發出，便被視作於發送時收妥。

#### 17. **Governing Law and Jurisdiction 管轄法律與司法裁判權**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Client hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts. The Client agrees that any writ, summons, order, judgment or other document shall be deemed duly and sufficiently served on the Client if addressed to the Client and left at or sent by post to the address of the Client last known to KFL. The foregoing shall not limit KFL's right to serve process on the Client in any manner permitted by law in any jurisdiction.

本協議乃受香港法例管轄並按香港法例解釋，而客戶茲不可撤銷地同意從香港法院之非專屬性司法裁判權。客戶並同意，任何令狀、傳票、命令、判決書或其他文件，只要書明通知客戶並放於或以郵遞方式送往客戶最後為金利豐所知悉之地址，即被視作已正式送達客戶，前述條文並不限制金利豐以任何地區之法例所容許之方式將法律程序文件送達客戶之權利。

#### 18. **Client's Declaration 客戶之確認**

The Client declares that:-

客戶確認：—

- (a) The Client is trading on his own account.  
客戶是以其本身之戶口進行交易；
- (b) The English version of this Agreement, the Client Information Statement and the Risk Disclosure Statement shall govern for all purpose and any Chinese version of such documents is to assist certain clients and shall not apply in construing their terms.

不論在任何情況下，概以本協議、客戶資料聲明及風險披露聲明書之英文本為準；該等文件之任何中文譯本之作用乃協助某些客戶了解其內容，而不適用於解釋該等文件之條款。

#### 19. **Dispute and Arbitration 爭論與訟裁**

Any controversy between KFL and the Client shall be settled by arbitration in accordance with the provisions of the arbitration rules of the board of arbitration (if any) of the relevant exchange provided that KFL only, at the sole discretion of KFL, may at any time before the hearing of the arbitration give notice to the Client in writing that KFL veto the arbitration of such controversy.

任何有關金利豐與客戶間之爭論，應根據有關交易所有關市場訟裁小組之規定進行訟裁，但金利豐可自行決定反對進行訟裁，但金利豐應在進行訟裁聆訊之前面通知客戶。

### **THE SCHEDULE ABOVE REFERRED TO 附表**

Name of the Client

客戶姓名：

I.D. Card No.

身份證號碼：

Address

地址：

Telephone

電話：

(Home)

(住宅)

(Office)

(辦公室)

(Fax)

(傳真)

AS WITNESS the hands of the parties hereto the day and year first above written.

雙方簽署日期，以第一項列明日期為準。

---

**SIGNED by the Client:**  
客戶簽署：

**NAME\* (in capital letters)**  
姓名\* (正楷)

**SIGNATURE(S)**  
簽署\*

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\*(for joint account holders, all of the account holders are required to sign)  
\* (聯名戶口者，所有聯名戶口持有人均需簽署)

In the presence of :  
見證

Name of Witness #  
見證人姓名  
Occupation  
職業

Witness Signature #  
見證人簽署 #

---

# (Must be witnessed by the Broker's staff, registered person, Justice of the Peace, branch manager of a bank, certified public accountant, lawyer of notary public)  
# (見證人應為經紀之僱員、註冊人士、太平紳士、銀行分行經理、執業會計師、律師或公證人)

Explained by :  
解釋人

Name  
姓名

Signature  
簽署

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**ACKNOWLEDGED &  
ACCEPTED BY  
KINGSTON FUTURES LIMITED**  
經由金利豐期貨有限公司  
確認及接納

Name of the duly authorised  
representative signing  
for and on behalf of  
Kingston Futures Limited  
授權代表姓名

Authorised Signature for and on behalf of  
Kingston Futures Limited  
授權代表簽署

---

In the presence of :  
見證

Name of Witness #  
見證人姓名  
Occupation  
職業

Witness Signature #  
見證人簽署 #

---

# (Must be witnessed by the Broker's staff, registered person, Justice of the Peace, branch manager of a bank, certified public accountant, lawyer of notary public)  
# (見證人應為經紀之僱員、註冊人士、太平紳士、銀行分行經理、執業會計師、律師或公證人)

## **附表一 Appendix I**

### **《關於個人資料（私隱）條例（第 486 章）》**

#### **Information to Client Pursuant to the Personal Data (Privacy) Ordinance (CAP.486)**

1. From time to time, it is necessary for clients to supply Kingston Futures Limited (“the Company”) with data in connection with the opening or continuation of accounts and the establishment or continuation of credit facilities or provision of financial services.  
以往，客戶在申請開立戶口、延續戶口及建立或延續財務信貸便利或要求有關公司提供金融投資服務時，要不時向有關公司提供有關的資料。
2. Failure to supply such that data may result in the Company being unable to open or continue accounts or establish or continue credit facilities or provide financial services.  
若未能向有關公司提供所需資料會導致有關公司無法開立或延續戶口或延續財務信貸便利或提供金融投資服務。
3. It is also the case that data are collected from clients in the ordinary course of the continuation of business relationship between clients and the Company.  
在客戶與有關公司的正常業務往來過程中，有關公司亦會收集客戶的資料。
4. The purposes for which data relating to clients may be used are as follows:  
客戶的資料將可能會用於下列用途：
  - (a) the daily operation of the services and credit facilities provided to clients;  
在客戶同意下，協助其他財務機構作信貸檢查；
  - (b) conducting credit checks;  
作信貸檢查；
  - (c) assisting other financial institutions to conduct credit checks, subject to the consent of clients;  
在客戶同意下，協助其他財務機構作信貸檢查；
  - (d) ensuring ongoing credit worthiness of clients;  
確保客戶的信用維持良好；
  - (e) designing financial services, credit facilities or related products for clients’ use;  
為客戶設計金融投資服務、財務服務或有關產品；
  - (f) marketing financial services, credit facilities or related products;  
宣傳金融投資服務、財務服務或有關產品；
  - (g) determining the amount of indebtedness owed to or by clients;  
確定有關公司對客戶或客戶對有關公司的債務；
  - (h) collection of amounts outstanding from clients and those providing security for clients’ obligations;  
向客戶及為客戶提供擔保或抵押的人士追收欠款；
  - (i) meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on the Company; and  
根據有關公司須遵守的規則、條例及法例要求作出披露；及
  - (j) purposes relating thereto.  
與上述有關的用途。
5. Data held by the Company relating to clients will be kept confidential but the Company may provide such information to :-  
有關公司會把客戶的資料保密，但有關公司可能會把有關資料提供給：
  - (a) any agent, contractor or third party service provider who provides administrative, telecommunications, computer payment, securities clearing, futures contract clearing or other services to the Company in connection with the operation of their business;  
任何中間人、承包商，或提供行政、電訊、電腦、支付、證券結算或期貨結算或其他和有關公司業務運作有關的服務的第三者服務供應商；
  - (b) any other branch of the Company;  
有關公司的任何分行；
  - (c) any other person under a duty of confidentiality to the Company including a group company of the Company which has undertaken to keep such information confidential;  
任何對有關公司有保密責任的人，包括對有關公司有保密資料承諾的與有關公司同一集團的公司；
  - (d) any financial institution or dealer with which clients have or propose to have dealings;  
任何和客戶已有或建議交易的金融機構或財務機構；
  - (e) any actual or proposed assignee of the Company or participants or sub-participants or transferee of the Company’s rights in respect of the clients; and  
任何有關公司的實在或建議受讓人或參與人或附屬參與人或有關公司對客戶的權利的受讓人；及
  - (f) any of the Company’s authorized debt collection agencies and other authorized parties for the purpose of collection, recovery and any other actions or remedies available legally to the Company for outstanding debt due to the Company.  
任何認可的收帳公司及其他組織，以便有關公司收取款項、追討欠款或採取向客戶追收欠款有關的合法行動或措施。
6. Under and in accordance with the terms of the Ordinance, any individual:-  
根據私隱條例中的條款，任何人士：
  - (a) has the right to check whether the Company hold any data about him and the right of access to such data;  
有權查核有關公司是否持有他的資料及有權查閱有關的資料；
  - (b) has the right to require the Company to correct any data relating to him which is inaccurate; and  
有權要求有關公司改正與有關之不準確的資料；及
  - (c) has the right to ascertain the Company’s policies and practices in relation to data and to be informed of the kind of personal data held by the Company.  
有權查悉有關公司處理資料的政策及實際運用，以及要求有關公司透露持有其何種個人資料。
7. In accordance with the terms of the Ordinance, the Company have the right to charge a reasonable fee for the processing of any data access request.  
根據私隱條例的規定，有關公司有權就處理任何查閱資料的要求收取合理費用。
8. The person to whom requests for access to data or correction of data for information regarding policies and practices and kinds of data held are to be addressed is as follows:-  
任何關於資料查閱或改正資料，或關於資料政策及實際應用或資料種類的要求，應向下列人士提出：

The Data Protection Officer : Suite 2801, 28/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

資料保護主任：香港中環港景街一號國際金融中心一期 28 樓室

Tel 電話：2298-6200 Fax 傳真：2552-6666

## Appendix II 附表二

### Joint Account Holders 聯名帳戶持有人

Note: This Appendix, on being signed by the joint account holders constituting the Client (such joint account holders being hereinafter called "Clients"), shall be treated as an integral part of the Client's Agreement to which it is appended provided that it shall be wholly ineffective unless either paragraph 1 (A) or paragraph 1(B) is crossed out.

註：本附錄一經由聯名帳戶持有人組成之客戶（該等聯名帳戶持有人於下文稱為「客戶」）簽署，即為其所隨附之客戶協議之一部份，而除非已劃去第 1(A)段或第 1(B)段，否則本附錄全部作廢。

To **Kingston Futures Limited**

致：金利豐期貨有限公司

1. The Client hereby states that the Client are:-  
客戶謹此聲明客戶為：

(A)\* Joint tenants with right of survivorship and not tenants in common. In the event of the death of either or any of the Client, the entire interest in any account opened on the Client's behalf shall be vested in the survivor survivors on the same terms and conditions as theretofore held. The estate of the deceased shall have no interest in the assets or any such account at the date of death or in its operation thereafter. However, the estate shall remain liable for obligations in respect of such account as provided in paragraph 2 below.

\*IMPORTANT:

Clause 1(A) or 1(B) must be crossed out before signing

\*重要提示：

簽署前必須劃去第 1(A)或 1(B)

享有尚存者取得權之聯權共有人，而共非分權共有人，其中如有任何人死亡，則所有用客戶名義開立之帳戶一切利益盡行賦與尚存者享有，其條款及條件與之前持有者所訂相同。死者遺產於死者去世當日之資產或帳戶或其後之操作中並無佔有權益，但死者遺產仍得按本附錄第 2 段所規定，續對該帳戶負有責任。

(B)\* Tenants in common, each of the Client having an undivided interest in any account opened on the Client's behalf. In the event of the death of either or any of the Client, Kingston may, at its absolute discretion and without having to assign a reason therefore, either liquidate any such account or accept the instructions of the survivor, or a majority of the survivors, as the case may be, as to its continuance and as to the respective interest of the parties (including the estate) therein. In either event, the deceased's estate shall remain liable for the obligations of the account as provided in paragraph 2 below.

分權共有人，在代客戶開立帳戶中各自佔有不分割之權益，其中如有任何人死亡，金利豐可全權酌情決定結束該帳戶，或接受尚存者或多數尚存者（視乎情況而定）指示有關繼續存設帳戶及各尚存者（包括死者遺產）在帳戶所佔權益份額事宜，而毋須給予任何理由。兩者之中不論是如何辦理，死者遺產仍得按本附錄第 2 段所規定，續對該帳戶負有責任。

2. The Client hereby states that whether the Client are joint tenants or tenants in common, the Client's liability hereunder shall be joint and several. In the event of the death of any one of the Client's, in the case of a joint tenancy the estate of the deceased shall remain liable in respect of any obligations, debit balance or loss incurred before or existing at the death of the deceased in respect of any account opened on the Client's behalf, and, in the case of a tenancy in common, the estate of the deceased and the survivor of survivors, shall continue to remain jointly and severally liable for any obligations, debit balance or loss in respect of any such account (including those incurred in the liquidation of account) until termination of the account.

客戶謹此聲明，無論客戶是聯權共有人或分權共有人，客戶對本協議所訂責任仍然各自及連同負責。如客戶中有一人死亡，而客戶又屬聯權共有人，則死者遺產對其生前或死亡當日代客戶開立之帳戶內經已存在之一切債務、欠款或虧損繼續負責；如客戶乃屬分權共有人，則死者遺產及尚存者對該帳戶內所列債務、欠款或虧損（包括結束帳戶所產生之債務）仍須繼續各自及連同負責，直至帳戶結束為止。

3. The Client shall give Kingston immediate notice in writing of the death of any one of the Client. In the event of the death of anyone of the Client, whether the Client are joint tenants or tenants in common, Kingston may take such steps as Kingston shall at its absolute discretion (without having to assign a reason therefore) deem necessary or desirable to protect Kingston with respect to taxes and other claims. Before releasing any property held by Kingston for any purpose or carried by Kingston in any account opened on the Client's behalf or which may be in Kingston's possession at any time and for any purpose, including safe-keeping, Kingston may require such proofs of death, tax waivers, other documents, and instrument of guarantee by the survivors and/or by the estate of the deceased as Kingston may in its sole discretion (without having to assign a reason therefore) deem necessary or desirable in connection with the liquidation or continuation such account.

客戶中任何一位如不幸死亡，客戶須立即以書面通知金利豐。不論客戶是屬於聯權共有人或分權共有人，如其中任何一位死亡，金利豐有絕對酌情決定權力（及毋須給予任何理由），採取任何必須或適當行動，以保障金利豐不受稅務及其他索償要求所負累。金利豐未發還手上為任何目的而持有或金利豐代客戶開立之帳戶內所存而不論何時及不論為任何目的而由金利豐持有，包括代為保管之財產前，金利豐可為結束或繼續存設帳戶而先要尚存者及／或死者遺產出示死亡證、免稅文據、其他文件及保證文據，一切由金利豐全權酌情決定（及毋須給予任何理由）。

4. (A) The Client elects to have any account opened on the Client's behalf managed on the Client's behalf and the Client hereby nominate \_\_\_\_\_ as the sole person(s) authorised to act for the Clients with respect to any such account (hereinafter referred to as the "Manager" or "Managers", whether one or more person has been so nominated). Any such nomination may be revoked and any other person may be nominated in substitution therefor or addition thereto by \*a majority in number/all of the undersigned by notice in writing to Kingston. Kingston may in all respects accept the instructions of the Manager (or of any one Manager, where more than one person has been so nominated) in respect of the administration and operation of any such account. Notwithstanding paragraph 20 of the Client's Agreement, so long as one or more persons have been nominated as Manager or Managers and notice of the death of such person has been so nominated) has not been received by Kingston, all notices and communications for Kingston shall be addressed to the Manager or, if more than one person has been so nominated, to the first-named of them. All dealings with the Manager(s) shall be binding upon the Client, and the Client's and the Client's consent to all actions and omissions taken by Kingston upon the instructions or representations of the Manager.

客戶謹此選擇就任何代客戶開立之帳戶委任 \_\_\_\_\_ 為唯一受權人負責主理一切帳戶事宜（授權負責人不論是一名或超過一名，以後均簡稱「經理人」）。此項任命可由\*多數/全體下開簽署人一致取決，以書面通知金利豐撤銷或另行委任他人接替。關於主理及操作帳戶事宜，金利豐在任何方面均接受經理人指示（如經理人超過一名，則接受其中任何一人指示）。儘管客戶協議第 20 條另有規定，只要有一名或多名經理人委出，而金利豐又未得到通知此人（或該等人）經已死亡，則金利豐所發通告及通訊文件，均投交該經理人收，如經理人數超過一名，則寄交排名首位之經理人收。金利豐與經理人作出之買賣，對全部客戶均有約束力，客戶亦同意接受金利豐根據經理人或經理人代表所採取一切手續，即使可能出現遺漏。

\*Delete as appropriate  
Client's Signatures  
\*請刪去不適用者。  
客戶簽署為憑

(B)

If a Manager has not been nominated pursuant to paragraph (A) above, the Client hereby authorises Kingston to accept and follow the instructions of any of them in all matters relating to the administration and operation of any account opened on the Client's behalf and to make payments to and to deliver and receive funds, securities, commodities or other property to or from any of them. In those circumstances, Kingston shall not be bound to enquire as to the Client's respective interests in any such account, nor as to the application of any property or funds withdrawn from it.

如未有依照上文(A)段規定委任經理人主理其事，客戶謹此授權金利豐接受及遵從客戶中任何一人指示一切有關管理及操作任何代客戶開立之帳戶事宜，對客戶中任何一人付款或代為交付或接收款項、證券、商品或任何其他財產。在此等情況下，金利豐並無責任查究客戶中各人在帳戶內所佔權益份額，或所提取之任何財產或款項之用途。

5. The Client hereby ratifies and confirms all transactions theretofore entered into by any of them in respect of any account opened on the Client's behalf. This Appendix shall be binding upon each of the Client and their respective heirs, legal representatives and assigns.

客戶謹此追認及確認在此之前客戶任何一位就代開立之帳戶內所列一切交易。本附錄對客戶中每一人及其個別繼承人、法定代表及財產受讓人具有約束效力。

Name 姓名	Signature 簽名

Date 日期：



## 期指交易細則

- 合約細則：按照期交所的規定
- 按金要求的變動：公司將按照市場價格波動更改任何形式的按金要求並另行通知客戶
- 按金入帳銀行：標準渣打銀行·往來戶口 STANDARD CHARTERED BANK - CURRENT A/C：  
**金利豐期貨有限公司 KINGSTON FUTURES LIMITED**  
戶口號碼 447-004-1508-7  
客戶於入數時，務必指示銀行職員註明在**金利豐期貨有限公司**所開設之帳戶號碼，以方便本公司透過電子銀行核實
- 交易指示：交易指示祇限於「市價單」及「限價單」  
\*「市價單」的成交價是由市場當時波動的價格決定  
\*「限價單」的成交價是決定於所指定的價位或較好的價位內
- 接受交易指示時間：上午九時十五分至中午十二時三十分 及 下午二時正至下午四時十五分
- 交易指示有效時間：如沒有更改或取消或成交的情況下，最長有效期為一個交易天內
- 報價及成交價：報價的價位只作參考而不一定代表實際成交價
- 交易成交數量：客戶每次要求交易的數量不一定可以在指定之價位全部成交，實際成交數量要視乎市場當時的交易對手而定，即成交數量可以是零或少於真正要求
- 更改及取消交易指示：更改及取消交易指示，必須在發出指示後一分鐘內，原單仍未能成交的情況下，經由本公司職員書面或口頭同意，原單才可更改或取消  
註：更改及取消交易指示仍須按照接受交易指示的時間
- 停板價交易：價位波動如達到升跌停板時，公司不接受任何停板月份的新單  
註：停板價位上限及下限由交易所決定及隨時執行並另行通知客戶（現貨月份不設停板）
- |           | 恆指期貨                                     | 小型恆指期貨    | H 股指數期貨  |
|-----------|--|-----------|----------|
| 按金要求      |  |           |          |
| ：         | *基本按金(每張計 HK\$)：                         | _____     | _____    |
|           | *維持按金(每張過市計 HK\$)：                       | _____     | _____    |
| 交易單據      |  |           |          |
| ：         | 交易單據將於下一個交易天印發給客戶                        |           |          |
| 不按規則交易的責任 |  |           |          |
| ：         | 客戶不按規則交易，將要承擔所有損失，但所有利益均歸於公司             |           |          |
| 公司佣金收費    |  |           |          |
| ：         | 期指：(即市一單邊計每張 HK\$)：                      | _____     | _____    |
|           | (過市一單邊計每張 HK\$)：                         | _____     | _____    |
|           | 期權：以每張合約價值之 1% 計算，但不少於 HK\$40.00 (每張單邊計) |           |          |
| 期交所及證監會   |  |           |          |
| 交易徵收費用    | 期交所徵費：每張(每張單邊計)                          | HK\$10.00 | HK\$3.50 |
|           | (包括期交所發展基金 HK\$0.50)                     |           | HK\$3.50 |
|           | 證監會徵費：每張(每張單邊計)                          | HK\$0.80  | HK\$0.16 |
|           | 合共：每張(每張單邊計)                             | HK\$10.80 | HK\$3.66 |
|           |  |           | HK\$4.30 |
| 其他事項      |  |           |          |
| ：         | 本交易規則可隨時修改，所有一切有關交易事宜未盡之處，皆由本公司決定並通知客戶   |           |          |
| 發出日期      |  |           |          |
| ：         |  |           |          |

茲保證本人／公司已收到和閱讀以上『金利豐期貨有限公司』——期貨交易細則

客戶簽署  
日期：

見證人簽署  
見證人姓名

## Disclosure of Company's Information 公司資料之披露

本公司為：金利豐期貨有限公司

根據期交所條例第 601 條(c)及(e)項，本公司向客戶公開以下資料：—

- 公司名稱：金利豐期貨有限公司
- 根據〈證券及期貨條例第 571 章〉註冊為交易商  
本公司之註冊號碼 CDC309，CE 編號 AAZ082
- 香港期貨交易所會員(Futures Commission Merchant)
- 香港期貨結算有限公司會員(Individual Clearing Member)
- 處理閣下戶口之本公司職員：—

姓名\_\_\_\_\_ 交易商\_\_\_\_\_ 註冊號碼：\_\_\_\_\_ CE編號：\_\_\_\_\_

姓名\_\_\_\_\_ 交易商/交易商代表 註冊號碼：\_\_\_\_\_ CE 編號：\_\_\_\_\_

期貨交易所第 601(e)條批准本公司買賣之期貨合約：—

Hang Seng Index Futures and Options 恆生指數期貨及期權

Mini-Hang Seng Index Futures and Options 小型恆生指數期貨及期權

H-shares Index Futures and Options H股指數期貨及期權

FTSE / Xinhua China 25 Index Futures and Options 新華富時中國25指數期貨及期權

Stock Futures 股票期貨

Three-Year Exchange Fund Note (EFN) Futures 三年期外匯基金債券期貨

The Client acknowledges receipt of this statement 客戶承認已收到此份說明書

\_\_\_\_\_  
Client Signature 客戶簽署

A/C Name 客戶姓名：

A/C No. 客戶編號：

Date 日期：

## Disclaimer 免責聲明

### 1. HKFE 交易所

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 Member 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 Member 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 Member or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any Member 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.

作為在交易所買賣合約基準之股份指數及其他專利產品可由交易所不時發展。交易所台灣指數為交易所發展之首個該等股份指數。可由交易所不時發展之交易所台灣指數及該等其他指數或專利產品（「交易所指數」）為交易所之財產。編製及計算各交易所指數之程序屬及將屬交易所之獨家財產及專利品。編製及計算交易所指數之程序及基準可在毋須通知之情況下由交易所隨時作出變動或更改，而交易所亦可隨時要求以交易所可能指定之任何交易所指數為基準之該等期貨或期權合約在買賣及結算時參考一項將會計算之替代指數。交易所概無就任何交易所指數或其編製及計算或其任何有關資料之準確性或完整性而向任何會員或任何第三者作出保證或聲明或擔保，亦無就與任何交易所指數相關之任何事宜作出或暗示任何該等保證或聲明或任何類型之擔保。此外，交易所亦不會就任何交易所指數之使用或交易所或其委任以編製及計算任何交易所指數之任何一名或多名人士在編製及計算任何交易所指數時出現之任何不確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或不足（包括但不限於因疏忽所引致之事宜）或任何會員或任何第三者因買賣以任何交易所指數為基準之期貨及期權合約而直接或間接導致之任何經濟或其他損失承擔任何責任或債務。任何會員或任何第三者概不得就與本免責聲明所述有關或因而產生之事宜向交易所提出索償、法律行動或法律訴訟。任何參與買賣以任何交易所指數為基準之期貨及期權合約之會員或任何第三者均完全明瞭本免責聲明，並不會就該等交易而對交易所作出任何依賴。

## **2. Hang Seng Options 恆指期權**

**DISCLAIMER** delivered pursuant to the Relevant Provisions of the regulations for trading Option Contracts in Hang Seng stock indices to be issued by the Exchange.

免責聲明乃根據交易所頒布之買賣恆指期權合約規例之有關條文呈交。

Hang Seng Indexes Company Limited (“HSIL”) currently publishes, compiles and computes a number of stock indexes and may publish, compile and compute such additional stock indexes at the request of Hang Seng Data Services Limited (“HSDS”) from time to time (collectively, the “Hang Seng Indexes”). The marks, names and processes of compilation and computation of the respective Hang Seng Indexes are the exclusive property of and proprietary to HSDS. HSIL has granted to the Exchange by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of option contracts based on any of the Hang Seng Indexes respectively (collectively, the “Option Contracts”). The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL 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 indexes to be calculated. Neither the Exchange nor HSDS nor HSIL warrants or represents or guarantees to any participant or any third party the accuracy or completeness of the Hang Seng Indexes 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 Indexes or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, HSDS or HSIL in respect of the use of the Hang Seng Indexes 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 HSIL in the compilation and computation of the Hang Seng Indexes 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 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 or any third party against the Exchange and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer. Any participant 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 HSIL. For the avoidance of doubt, this disclaimer does not create any contractual or quasi-contractual relationship between any participant or third party and HSIL and/or HSDS and must not be construed to have created such relationship.

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### **3. Hang Seng Futures 恆指期貨**

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## Risk Disclosure Statement for Futures and Options

### 期貨及期權之風險披露說明書

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

此份簡要說明書並未披露期貨及期權買賣之所有風險及其他重要事項。鑑於風險甚高，客戶應在了解所訂立合約(及合約關係)之性質及所承擔風險之程度後才進行該等交易。期貨及期權買賣對許多人來說並不適合。客戶應根據本身之經驗、目標、財政資源及其他有關情況小心考慮此種買賣是否適合自己。

#### Futures期貨

##### 1. Effect of 'Leverage' or 'Gearing' 「槓桿」效應

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

期貨交易涉及高度風險。相對期貨合約之價值而言，最初保證金之數額甚少，因此交易是以「槓桿」形式進行。市場即使出現少許波動，亦會對客戶所存放或將要存放之資金產生按比例而更大之影響：此種影響對客戶有利亦有弊。客戶之最初保證金及後來為繼續持倉而存放之任何追補資金，可能會全數虧蝕。倘若市場走勢與客戶之持倉背道而馳，又或保證金水平已提高，則客戶可能於短時間內被通知補交龐大數目之保證金，以維持客戶所持之倉盤。倘若客戶未能於訂明時間內遵照要求補交保證金，則客戶可能於出現虧損之情況下遭斬倉，而客戶將要對所造成之任何虧欠負責。

##### 2. Risk-reducing orders or strategies減低風險之指令或策略

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.

為將虧損限制於若干數額而發出之指令(例如「止蝕」盤或「限價」盤)可能無法生效，因為市場情況可能令此等指令無法執行。採用合併持倉之策略，例如「跨期買賣」及「跨價買賣」，其風險可能與純粹持有「好倉」或「淡倉」者一樣高。

##### 3. Risks underlying the One Day Rolling Currency Futures Contract ("ODRCF" Contract)日轉期匯合約所涉及之風險

The ODRCF Contract, similar to other exchanged-traded futures contracts, provides a versatile and well-leveraged investment vehicle to investors. However, increases in both the volatility of the relative currency value and the volume of world trade have resulted in an exposure to dramatically higher foreign exchange risk in recent years. It has not been uncommon for major currencies to fluctuate in value by twenty or thirty percent vis-a-vis the U. S. dollar in a period of less than one year.

日轉期匯合約與其他在交易所買賣之期貨合約相類似，為投資者提供一種多用途之槓桿式投資工具。然而，相對貨幣價值之波動不斷加劇，而世界貿易量亦與日俱增，令近年來須承受之外匯風險越來越高。主要貨幣兌美元之匯價於不足一年上落兩三成之情況已屢見不鮮。

In addition, a variety of other factors including interest rate movements, macro and micro economic condition and political stability may also affect the value of currencies. Investors should only participate in the ODRCF Market if they fully appreciate the risks inherent in the foreign exchange market and employ strategies consistent with their currency value expectations, investment objectives and tolerance for risk.

此外，多項其他因素，包括利率走勢、宏觀及微觀經濟狀況以及政局穩定性亦對貨幣匯價產生影響。投資者僅應在完全明瞭外匯市場之固有風險之後才參與日轉期匯市場，並應採用符合其貨幣匯價預期、投資目標及風險承擔程度之策略。

Investors should also be aware of the potential risks associated with possible exchange rate fluctuations where foreign exchange investments are priced and/or settled in a currency other than their home currency.

投資者亦應留意，當外匯投資並非以其本國貨幣作價及／或結算時，因可能之匯率波動而產生之潛在風險。

## **Options期權**

### **4. Variable degree of risk可變之風險程度**

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

期權交易乃涉及高度風險。期權之買賣雙方均應熟悉彼等打算買賣之期權之類型（即認沽期權或認購期權），以及所涉及之風險。客戶應在扣除期權金及一切交易成本後，計算自己所持期權要升值至何種水平不才會有利可圖。

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

期權買方可抵銷或行使期權，又或讓期權自動屆滿。行使期權可以現金結算或由買方購入或交付有關權益。倘若期權乃屬期貨，則買方將要購入一份連同有關保證金負債之期貨合約（見上交有關期貨之部分）。倘若所購入期權自動屆滿，變成一文不值，則客戶之投資將全數虧蝕，此項投資包括期權金加上交易成本。倘若客戶擬買入極度價外期權，則客戶應知道此等期權之獲利機會通常較渺茫。

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

沽出（「發行」）期權者所須承擔之風險一般比期權買方高得多。雖然賣方所取之期權金為固定數額，但賣方可能要承受遠超該數額之虧損。如果市場走勢不利，賣方須補交保證金以維持其持倉。賣方更須承擔買方行使期權所造成之風險，因為賣方被迫要以現金結算期權，又或購入或交付有關之權益。倘若期權之屬期貨，則賣方將要購入一份連同有關保證金負債之期貨合約（見上交有關期貨之部分）。倘若期權因賣方持有有關權益之對應倉盤或期貨或另一期權而獲得「套戥」，則其風險可望減低。倘若期權未獲任何套戥，其虧損風險可以是無限大。

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

某些司法管轄區之若干交易所容許延緩繳付期權金，令買方繳付保證金之責任僅限於期權金之數目。買方仍須承擔虧蝕期權金及交易成本風險。當期權獲行使或屆滿時，買方須負責支付任何當時尚未清付之期權金。

## **Additional Risks Common to Futures and options期貨及期權之其他共同風險**

### **5. Terms and conditions of contracts合約之條款及條件**

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

客戶應詢問為客戶買賣期貨及期權之商號有關客戶現正買賣之期貨及期權之具體條款及條件，以及有關之義務（例如在何種情況下客戶會被迫作出或接受期貨合約之有關權益之交付，以及與期權有關之屆滿日期及行使期權時間之限制）。在若干情況下，未平倉合約之說明書（包括期權之行使權）可由交易所或結算所修改，以反映有關權益之變動。

### **6. Suspension or restriction of trading and pricing relationships暫停或限制買賣及價格關係**

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.

市場情況（例如不能變現）及／或若干市場規則之施行（例如因價格限制或「停板」措施而令任何合約或合約月份暫停買賣）會導致難以或不可能達成交易或進行斬倉／平倉，從而增加虧損之風險。倘若客戶已沽出期權，則虧損之風險會更大。

Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the 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.

此外，有關權益與期貨之間以及有關權益與期權之間之正常價格關係可能不復存在。例如，當有關期權之期貨合約有價格限制而該期權卻沒有價格限制，則會出現此種情況。如果缺乏有關之參考價格，則難以判斷何者為「公平」價值。

7. Deposited cash and property存放之現金及財產

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

客戶應熟悉客戶為進行本地及外國交易而存款之款項或其他財產所獲得之保障，尤其是萬一公司無償債能力或破產時。客戶可追討款項或財產之多寡，會受特定法例或當地規則所管限。在若干公司法管轄區，萬一分配時出現不足之數，可特別辨認為屬於客戶本身擁有之財產，亦會如現金一樣按比例攤派。

8. Commission and other charges佣金及其他費用

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.

在開始買賣之前，有關方面應向客戶清楚解釋客戶將須繳付之一切佣金、收費及其他費用。此等費用會影響客戶之純利（如有）或增加客戶虧損。

9. Transactions in other jurisdictions在其他司法管轄區之交易

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

在其他司法管轄區之市場（包括與本地市場正式聯繫之市場）進行交易，可能令客戶增添風險。此等市場實施之規例，可能為投資者提供不同或較低之保障。在買賣之前，客戶應查詢與客戶特定交易有關之任何規則。客戶本地之監管當局將不能迫令客戶進行交易所在之其他司法管轄區之監管當局或市場強制執行有關規則。客戶應詢問為客戶買賣期貨及期權之商號有關在客戶本身司法管轄區及其他有關司法管轄區可供利用之糾正方法之詳情。

10. Currency risks貨幣風險

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.

如果需要將合約之貨幣單位兌換成另一貨幣單位，則買賣以外幣為計算單位之合約（不論是否於客戶本身之司法管轄區或另一司法管轄區進行買賣）之損益，將會受到貨幣匯率波動之影響。

11. Trading facilities買賣設施

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

大多數公開喊價及電子交易設施均有電腦系統提供輔助，以安排落盤順序、執行指令、對盤、登記或結算。與所有設施及系統一樣，此等設施及系統極易出現暫時性故障。客戶能否追討由此而引致之若干損失，端視系統提供者、市場、結算所及／或會員公司所訂明之責任上限而定。該等上限各不相同；客戶應向為客戶買賣期貨及期權之商號查詢有關詳情。

12. Electronic trading電子交易

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.

以電子交易系統進行買賣，不僅有異於在公開喊價市場進行買賣，亦與以其他電子交易系統進行買賣不同。倘若客戶以電子交易系統進行買賣，客戶將須承擔與該系統有關之風險，包括硬件及軟件之故障。任何系統故障均可能會導致客戶之買賣盤不能按客戶之指示執行，又或者完全未可執行。

13. Off-exchange transactions場外交易

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

在某些司法管轄區，同時亦只有在受限制之情況下，商號獲准進行場外交易。為客戶買賣期貨及期權之商號可作為客戶之交易對手方。在此情況下，會難以或不可能了結現有持倉、評估價值、釐定公平價格或評估所承受之風險。因此，該等交易會涉及額外風險。場外交易所受之監管會較少，又或者受制於另一套監管制度。在進行該等交易之前，客戶應熟悉所用之規則及隨之而來之風險。



## **Acknowledgment of Risk Disclosure Statement**

### 風險披露說明書之認收書

Name of Member Firm會員商號之名稱： Kingston Futures Limited金利豐期貨有限公司

Name of Client客戶姓名： \_\_\_\_\_

Address of Client客戶地址： \_\_\_\_\_

I/ We the undersigned acknowledge that I/We have read and understood the contents of this risk disclosure statement.  
本人／吾等為下述簽署人，茲承認已閱讀及明白風險披露說明書之內容。

By客戶簽署： \_\_\_\_\_

Name姓名： \_\_\_\_\_  
(Please type or print請用正楷)

Date日期： \_\_\_\_\_

## **Declaration by the registered person**

### 由註冊人仕作出之聲明

I, \_\_\_\_\_ [name of registered person, with CE No.], have fully explained the contents of this risk disclosure statement to \_\_\_\_\_ [name of client] at the following address in a language which he/they understand(s).

我 \_\_\_\_\_ [註冊人士之姓名] 經已於下列地址，以他／他們明白的語言，向 \_\_\_\_\_ [客戶姓名] 全部清楚解釋此風險披露聲明書的內容。

- Suite 2801, 28<sup>th</sup> Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong  
香港中環港景街一號國際金融中心一期 28 樓 2801 室
- Other location 其他地址： \_\_\_\_\_

\_\_\_\_\_  
Signed by registered person 註冊人簽署

Date 日期： \_\_\_\_\_

# CLIENT INFORMATION STATEMENT

## 客戶資料聲明

Principal Account Name 客戶姓名： Mr.先生  Miss 小姐  Mrs.太太  Ms.女士

English 英文：\_\_\_\_\_

Chinese 中文：\_\_\_\_\_

HKID Card/Passport No.香港身份證／護照號碼：\_\_\_\_\_ Date of Issue 發照日期：\_\_\_\_\_

Date of Birth 出生日期：\_\_\_\_\_ Nationality 國籍：\_\_\_\_\_

Residential Address 住宅地址：\_\_\_\_\_

Correspondence Address 通訊地址： residential address 住宅地址  business address 公司地址

Residential Tel:住宅電話：\_\_\_\_\_ Mobile phone 手提電話：\_\_\_\_\_

Pager 傳呼機號碼：\_\_\_\_\_ Facsimile 傳真號碼：\_\_\_\_\_

Office Tel.公司電話：\_\_\_\_\_ E-mail Address 電子郵箱：\_\_\_\_\_

Name of Employer 僱主名稱：\_\_\_\_\_

Employer's Address 公司地址：\_\_\_\_\_

Occupation / Name of Business 職業／業務性質：\_\_\_\_\_ Position 職位：\_\_\_\_\_

Year(s) of Service 任職年期：\_\_\_\_\_ Annual Income 年薪：\_\_\_\_\_

For Personal Account Martial Status 私人客戶婚姻狀況： Single 未婚  Married 已婚  Other 其他\_\_\_\_\_

### **Additional Account Information Form 附加客戶資料聲明**

Principal Account Name 客戶姓名： Mr.先生  Miss 小姐  Mrs.太太  Ms.女士

English 英文：\_\_\_\_\_

Chinese 中文：\_\_\_\_\_

HKID Card/Passport No.香港身份證／護照號碼：\_\_\_\_\_ Date of Issue 發照日期：\_\_\_\_\_

Date of Birth 出生日期：\_\_\_\_\_ Nationality 國籍：\_\_\_\_\_

Residential Address 住宅地址：\_\_\_\_\_

Correspondence Address 通訊地址： residential address 住宅地址  business address 公司地址

Residential Tel:住宅電話：\_\_\_\_\_ Mobile phone 手提電話：\_\_\_\_\_

Pager 傳呼機號碼：\_\_\_\_\_ Facsimile 傳真號碼：\_\_\_\_\_

Office Tel.公司電話：\_\_\_\_\_ E-mail Address 電子郵箱：\_\_\_\_\_

Name of Employer 僱主名稱：\_\_\_\_\_

Employer's Address 公司地址：\_\_\_\_\_

Occupation / Name of Business 職業／業務性質：\_\_\_\_\_ Position 職位：\_\_\_\_\_

Year(s) of Service 任職年期：\_\_\_\_\_ Annual Income 年薪：\_\_\_\_\_

For Personal Account Martial Status 私人客戶婚姻狀況： Single 未婚  Married 已婚  Other 其他\_\_\_\_\_

If there are more than two(2) account holders, please duplicate and complete the "Additional Account Information Form."  
戶口持有人如超過兩位，請複印及填妥「附加客戶資料聲明格」。

In accordance with the Clause 5.1 of the Code of Conduct of the Securities and Futures Commission, please kindly provide the following information: 根據證券及期貨事務監察委員之操守準則第 5.1 節，請提供以下資料：

Please "✓" on the most appropriate choice 請在最適當的選擇旁加上「✓」：

1. Years of Experience in futures market 投資期貨市場：  
 Nil 無       1-3years 年       3-5years 年       5-10years 年       10 or more years 10 年以上
2. Investment objective in general 投資目標：  
 Speculation 投機       Hedging 套戩
3. Annual Income/Net Asset (in HK\$) 年薪／資產淨值（港幣）：  
 Below 250,000 以下       250,000-500,000       500,000-1,000,000       Over 1,000,000 以上
4. Relationship with the company's employee(s) 與公司職員關係       Yes 有       Nil 無  
Name of employee 職員姓名： \_\_\_\_\_  
Position 職位： \_\_\_\_\_ Relationship 關係： \_\_\_\_\_
5. Any related account(s) maintained with the company 在本公司其他關連的戶口：       Yes 有       Nil 無  
Relationship 關係：  
1. Personal Account (individual or joint) 私人戶口（個人或聯名）  
2. Spouse 配偶  
3. One is in control of the corporation, either alone or with his spouse, of 35% or more of the voting rights of another corporate client 單獨或與配偶，控制其他的一名法團客戶的 35% 或以上的表決權
- | Name of Account 戶口姓名／名稱 | %所佔比率 | Account No. 戶口號碼 | Relationship 關係 |
|-------------------------|-------|------------------|-----------------|
| _____                   | _____ | _____            | 1   2   3       |
| _____                   | _____ | _____            | 1   2   3       |
| _____                   | _____ | _____            | 1   2   3       |
6. I/We confirm the  I am / we are NOT       I am / we are a registered person(s) or an employee(s) of a person or a company registered under the Securities and Futures Ordinance.  
本人／吾等確認本人／吾等  並非       是註冊人士或受僱於根據證券及期貨條例下註冊的註冊人士或註冊公司。  
\* (If yes, please provide the registered person or company approval letter)  
\* (如是請提供以註冊人士或註冊公司的確認信件)
7. The ultimate beneficial owner(s) of the account is 帳戶之最終實益擁有人為 \_\_\_\_\_

Client's Signature(s) 客戶簽署

Signature 簽名：     Name 姓名：	Signature 簽名：     Name 姓名：
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Note 1: The account can be operated on the instructions of any one signature / any two or more signatures\* (if more than one authorised signature)  
註一： 戶口可根據其中任何一式／兩式或以上\*（聯名戶口用）簽名式樣指示下運作。  
Note 2: The attached general terms and conditions to the operation of this account must be completed and signed by the client.  
註二： 客戶必須填妥及簽署本表格所附之戶口運作一般條款。  
\* Delete if inapplicable 刪除不適用者

For Office Use Only 本公司專用欄
帳戶號碼 Account No. _____
代表號碼 A.E. Code no. _____

## **Margin or Additional Margin Requirements or Demands for Variation Adjustment** **孖展保證金、額外孖展保證金或偏差調整額**

(hereinafter referred to as “KFL”)  
(以下簡稱「金利豐」)

The Client agrees to provide to and maintain with KFL such margin together with such guarantees and other security in such form and amount and on such terms as KFL may in its absolute discretion require from time to time. Such margin requirements established by KFL may exceed any margin requirements prescribed by any exchange or clearing house or broker. KFL may change margin requirement in its sole discretion and at any time without prior to the Client. If KFL determines that additional margin is required, the Client agrees to deposit with KFL such additional margin forthwith upon demand.

客戶同意按金利豐不時酌情訂定之條款，向金利豐提供孖展以及擔保和抵押，而孖展、擔保及抵押之形式和數額概由金利豐不時訂定。金利豐所訂定之孖展規定，可超越任何交易所或結算所及經紀行所訂明之孖展規定。金利豐可隨時酌情更改孖展規定而毋須事先通知客戶。如金利豐認為需要增加孖展，客戶同意立即應金利豐之要求將額外之孖展存放於金利豐。

In respect of all futures contracts and/or option contracts entered into by KFL on behalf of the Client, the client shall provide to KFL such margin or additional margin or demands for variation adjustment as KFL may in its absolute discretion require immediately upon demand. Such calls for margin or additional margin requirements or demands for variation adjustment by KFL or variation adjustments prescribed by HKFE or HKCC and may be changed by KFL with immediate effect without prior notice to the Client. KFL is obliged to report to HKFE particulars of all Open Contracts in respect of which the Client has failed on two successive occasions to meet a demand for margin or additional margin or variation adjustments as provided in this paragraph (m) and KFL may close out the Client's Open contracts in respect of which any demand for margin or additional margin or variation adjustments has not been met.

就所有由金利豐代表客戶訂立之期貨合約或期權合約而言，如金利豐提出要求，客戶須立即向金利豐提供其酌情要求提供之孖展保證金、額外孖展保證金或偏差調整額。這類由金利豐提出之有關孖展保證金、額外孖展保證金或偏差調整額之要求，可超越期交所或結算公司所訂明之孖展規定或偏差調整額，並可由金利豐隨時更改而毋須事先通知客戶。倘若客戶連續兩次未有就任何未平倉合約迎合本段所訂定之有關孖展保證金、額外孖展保證金或偏差調整額之要求，金利豐必須將該等未平倉合約之詳情向結算公司報告，而金利豐可將客戶並未迎合任何有關孖展保證金、額外孖展保證金或偏差調整額之要求之未平倉合約清結。

# Oral Instructions Relating to Money Withdrawals and Transfers

## 口頭提款指示協議書

To: **Kingston Futures Limited**

致: 金利豐期貨有限公司

With regard to my/our account(s) with "Kingston Futures Limited", I/we set out below my/our instructions and authorisation in relation to the following transactions:

有關本人/吾等於金利豐期貨有限公司開立的戶口, 本人/吾等就下列事項作出指示及授權如下:

1. Money withdrawals by way of bank transfers to a designated bank account in the name of the account holder or cheques in the name of the account holder. For the avoidance of doubt, money withdrawals in the name of third parties are not covered by this standing instruction.

以銀行入票方式存入指定戶口持有人名義之銀行帳戶或以抬頭人為戶口持有人之支票方式提取款項。為免除疑慮, 以第三者抬頭提取款項者不包括在此常設指示內。

Bank 銀行名稱: \_\_\_\_\_

A/C No. 戶口編號: \_\_\_\_\_

A/C Name 戶口名稱: \_\_\_\_\_

2. Transfers of money to another account in the same name with a related company of the Kingston Futures Limited.

把款項轉入戶口持有人於金利豐期貨有限公司的關連公司以相同名義開立之其他戶口。

(The "Transaction" or collectively the "Transactions" 下稱「該事項」或統稱「該等事項」)

### **STANDING INSTRUCTIONS** 常設指示

I/We hereby authorize you to rely solely on oral instructions in relation to Transactions from me/us or my/our designated representative (if applicable, as authorized by me/us, and/or as designated in the Client Account Agreement and/or our board resolution approving the opening of the relevant account(s)) in relation to the above Transactions. The oral instructions are subject to (mark one as appropriate):

本人/吾等現授權貴公司完全依照本人/吾等或本人/吾等指派之代表(如適用者, 為本人/吾等及/或吾等董事會決議通過開立有關戶口所授權的代表)就有關上述該等事項之口頭指示。有關口頭指示之限制如下(下列標示者):

A limit of HK\$ 上限港幣 \_\_\_\_\_ 元正

No limit. 不設上限

In relation to the receipt of oral instructions, it is agreed that the Kingston Futures Limited:

有關接受口頭指示, 現同意金利豐期貨有限公司:

1. Shall not be liable for any loss whatsoever arising out of acting on such oral instructions;  
毋須就執行有關口頭指示而導致之任何損失負責;
2. Shall be entitled to rely and act on such instructions;  
有權依照及執行有關指示;
3. Is not under any duty to take any steps to independently verify the identity of the person giving or making such instructions; and  
無任何責任採取任何行動獨立地確認提出或作出有關口頭指示人士的身份;
4. Shall be entitled to treat such person as fully authorized and capable of binding me/us.  
有權把該人士當作全面獲授權及可約束本人/吾等。

I/We agree that you may record any or all telephone conversations in relation to my/our account(s). I/We confirm that any such recording shall be conclusive evidence of any instructions given by me or my/our broker. Notwithstanding the foregoing, I/we acknowledge that it is my/our responsibility to check the account statements detailing all money movements and Transactions.

本人/吾等同意貴公司可錄取任何或全部有關本人/吾等戶口之電話對話。本人/吾等確認任何有關錄音將為本人或本人/吾等代表提出任何指示的決定性證據。除前述事宜外, 本人/吾等承諾本人/吾等有責任查閱詳細列明所有金額調動及該等事項的戶口結算單。

I/We further agree, that you shall be entitled, to refuse to carry out any instructions on behalf of me/us if, in your reasonable opinion, I/we will be in breach of any of the terms of the Client Account Agreement or in default of any of my/our obligations whether or not notice of such breach or default has been notified by you to me/us in respect of the account(s); you shall not be liable for nor obliged to give any reasons for any such refusal.

本人/吾等並同意, 如貴公司合理認為本人/吾等將違反保證金客戶協議書之任何條款或未能履行本人/吾等之任何責任, 不論貴公司曾否就有關戶口通知本人/吾等有關違反或未履行責任事宜, 貴公司有權拒絕執行以本人/吾等名義提出之任何指示。貴公司毋須及無責任提出任何拒絕之理由。

This instruction is to remain in full force and effect until such time as you receive written notice from me/us that that I/we have revoked this letter of instruction. All instructions received prior to actual receipt of such written revocation shall remain valid, binding and effective.

本協議書將持續全面生效及具效力, 直至貴公司收到本人/吾等取消本協議的書面通知。所有於實際收到有關取消的書面通知前收到的指示將繼續生效、具約束力及具效力。

Yours sincerely,

\_\_\_\_\_  
Client signature 客戶簽署



