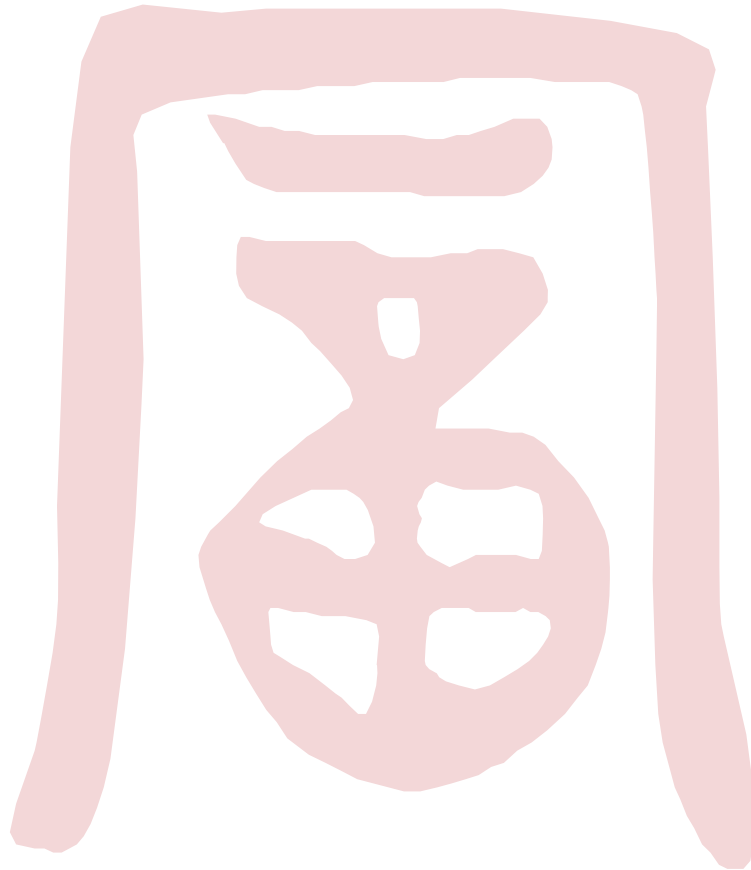




**富昌金業**

**FULBRIGHT BULLION**



**BULLION CLIENT'S AGREEMENT**

**金業客戶協議書**

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# BULLION CLIENT'S AGREEMENT

## 金業客戶協議書

### Notes

### 注意事項

The trading in precious metals involves the potential for profit as well as the risks of loss. Under adverse trading conditions, such loss can exceed the amount of Initial Margin deposit. The fluctuations in the buying and selling prices of precious metals will be influenced by a variety of global factors. Many of which are unpredictable. The dramatic fluctuations in the price of precious metals may lead to investors unable to settle adverse trades. Although the staff of Fulbright Bullion Limited will closely follow the market conditions, they are unable to guarantee the accuracy of any forecast and cannot guarantee that any loss shall limit to certain amount.

貴金屬買賣涉及潛在利潤與損失及風險，若買賣情況不利，損失有可能超過基本保證金金額。貴金屬買賣的價位波動受全球性的多種因素影響。這些因素許多是難以預計的，貴金屬價格的劇烈波動可能導致投資者無法把失利的買賣結算。富昌金業有限公司的職員雖然不斷注意市況，但他們並不能作出任何預測準確性的保證，也不能保證任何損失不超過一定的金額。

This Agreement is entered into between the two parties hereunder on the date stated on the "Account Opening Form":

本協議由以下雙方於開戶表格所列之日期簽署：—

Fulbright Bullion Limited (hereinafter referred to as "Dealer"), whose registered office is situated at Unit 401A, 4/F, Ka Wah Bank Centre, No. 232 Des Voeux Road Central, Hong Kong; and  
富昌金業有限公司（以下簡稱「交易商」），其辦事處為香港中環德輔道中 232 號嘉華銀行中心 4 樓 401A 室；及

Party concerned (hereinafter referred to as "Client"), whose name, address and details are set out in the "Account Opening Form"

當事方（以下簡稱「客戶」），其名稱、地址及詳情載於開戶表格中。

Whereas:

鑒於：-

- A. The Client is desirous of opening one or more accounts with the Dealer as the Client may participate in the sale and purchase of precious metals contracts traded in Hong Kong, London and elsewhere (hereafter referred to as "precious metals") and has requested the Dealer to maintain an account or accounts with the Dealer for him for such purpose and authorizes the Dealer as principal or agent of the Client to execute his order for precious metals trading.
- 甲. 客戶有意在交易商處開立一個或多個帳戶，以供客戶買賣香港、倫敦及其他地方進行貴金屬買賣合約交易（以下簡稱「貴金屬」），而為此目的，客戶要求交易商保持其在交易商處開立一個或多個帳戶，並授權交易商以主事人或客戶代理人身份執行客戶的貴金屬買賣的指令。
- B. The Dealer 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(s) to be designated by name(s), number(s) or otherwise(s), and, as the principle or agent of the Client, will execute directly or indirectly all orders given or authorized by the Client for the sale and purchase of precious metals upon the terms and conditions hereinafter appearing.
- 乙. 交易商同意按下列條款及條件，不時應客戶的要求並由交易商自行決定為客戶開立一個或多個帳戶，並接受及保持該以名稱、號碼或其他方式開立的帳戶，交易商並同意以主事人或客戶代理人身份，直接或間接執行由客戶發出或授權的所有貴金屬買賣的指令。

Now it is hereby agreed as follows: -  
本協議雙方茲協定如下:-

1 Definition and Interpretation  
定義及釋義

1.1 Unless otherwise specified in this Agreement, the following terms shall have the following meaning in this Agreement: -  
除本協議中內容另有要求外，本協議中下列各項言詞含義如下：-

“Client”  
In the case where the Client(s) is/are an individual(s), include the Client(s) and his/their respective executor(s) and administrator(s) and in the case where the Client is sole proprietorship firm include the sole proprietor and his respective executor(s) and administrator(s) and in the case of a partnership firm include the partners who are the partners of the firm at time when the Client’s said account are being maintained and their respective executor(s) and administrator(s) and any other person or person who shall at any time hereafter be or have been a partner of and in the firm and his/their respective executor(s) and administrator(s) and in the case where the Client is a corporation include such corporation and its successor, and its transferees approved by the Dealer.

「客戶」  
如客戶為個人，則包括客戶本人，其遺囑執行人及遺產管理人；如客戶為獨資經營商號，則包括東主、其遺囑執行人及遺產管理人；如客戶為合夥經營商號，則包括客戶的帳戶保持有效期間的合夥人、其遺囑執行人及合法遺產代理人，以及此後加入或曾經成為合夥人的任何人士、其遺囑執行人及合法遺產代理人；如客戶為公司，則包括該公司及其繼承人，及包括由交易商准予的客戶承讓人。

“Trading contract”  
means precious metals trading contract entered into subject to the terms and conditions set forth in this Agreement, including but not limited to any matching/ hedging contracts.

「買賣合約」  
指根據本協議條款訂立之有關貴金屬交易的合約，包括但不限於任何相配／對沖合約。

“Initial Margin”  
means such level of deposit as may be required of the Client by the Dealer at Dealer’s sole discretion from time to time to be deposited with the Dealer at the time of or before a trading order is placed by the Client as collateral for carrying out all precious metals transaction.

「基本保證金」  
指交易商不時自行決定要求客戶存入的按金。該等保證金須於發出買賣指令時或之前存入交易商，作為交易商為客戶進行所有貴金屬交易而客戶須繳付金額的擔保。

“Variation Margin”  
means such level of deposit as may be required of the Client by the Dealer at Dealer’s sole discretion from time to time to be deposited with the Dealer at the time of or before a trading order is placed by the Client as collateral for carrying out all precious metals transaction.

「追加保證金」  
指在基本保證金因市場價格的波動或基本保證金出現虧損時，交易商要求客戶填補的保證金。追加保證金必須是百份之百補足至基本保證金的數額。

<p>“Day”</p> <p>「一日」</p>	<p>means any day during which licensed banks in Hong Kong are open for business.</p> <p>指香港註冊銀行開門營業的任何一日。</p>
<p>“Working Day”</p> <p>「工作日」</p>	<p>means any weekday (that is, excluding Saturday and Sunday) other than a day which is a gazetted public holiday.</p> <p>指除了憲報公佈的公眾假期外的任何週日（不包括星期六及星期日）。</p>
<p>“Authorized Agent”</p> <p>「授權代理人」</p>	<p>means an authorized agent or agents appointed by the Client pursuant to Clause 5 of this Agreement.</p> <p>指客戶按本協議第 5 條委任的一個或多個授權代理人。</p>
<p>“Hong Kong”</p> <p>「香港」</p>	<p>means the Hong Kong Special Administrative Region of the People's Republic of China.</p> <p>指中華人民共和國香港特別行政區。</p>
<p>“Electronic Signature”</p> <p>「電子簽署」</p>	<p>is defined in section 2(1) of the Electronic Transactions Ordinance to mean any letters, characters, numbers or other symbols in digital form attached to or logically associated with an electronic record and executed or adopted for the purpose of authenticating or approving the electronic record.</p> <p>在《電子交易條例》第 2(1)條的定義為與電子紀錄相連的或在邏輯上相聯的數碼形式的任何字母、字樣、數目字或其他符號，而該等字母、字樣、數目字或其他符號是為認證或承認該紀錄的目的而簽立或採用的。</p>

1.2 In this Agreement unless inconsistent with the context words denoting person include corporation, sole proprietorship, partnership and firm; words denoting one gender include all genders; and words denoting singular number include plural and vice versa.

在本協議內，除非與文義相牴觸，述及人士的字詞包括公司、獨資企業、合夥企業及商號，屬於某一性別之字詞包括所有性別含義，而單字詞包括複數意義，反之亦然。

1.3 Unless otherwise stated, this “Agreement” or other agreements or documents mentioned in this Agreement shall include this Agreement and/or other agreements or documents amended, extended, updated, substituted and/or supplemented in any form from time to time, and/or any amended or extended document of such agreements or documents.

除非另有所指，本文內提及的「本協議」或其他協議或文件，將包括本協議或其他不時以任何形式被修訂、延期、更新、更替及/或補充的協議或文件，及/或修訂、延長、或該等其他協議或文件的任何文件。

1.4 The terms and conditions and Appendixes mentioned in this Agreement (except as otherwise expressly stated) refer to the provisions and Appendixes of this Agreement. Headings and sub-headings are for ease of reference only and shall not be affect the interpretation of this Agreement.

本協議所提及之條款及附錄（除另有明確表示外），指本協議的條款及附錄。各條款的標題，僅作牽引用途，不應影響對本協議之詮釋。

## 2 Representations and Warranties

### 申述及保證

2.1 The Client warrants that in the case of an individual, he is of full age and capacity and in the case of a firm or corporation; it is legally constituted and incorporated. The Client hereby represents and warrants that he has power to enter into this Agreement and all trading contracts made or to be made, and give orders, and in any case, this Agreement and such trading contracts and/or orders are and will constitute legal binding and enforceable

**obligation of the Client.**

個人客戶茲保證本身為成年人及具備足夠資格，而商號或公司客戶茲保證本身是已合法組成及註冊。客戶申述及同時保證本身有權訂立本協議及一切相關買賣合約及指令，而在任何情況下，本協議及該等買賣合約及／或指令均對客戶構成具有法律約束力及可執行的義務。

- 2.2 Dealer hereby represents that it is a company duly incorporated with limited liability in Hong Kong and has the power to enter into this Agreement.

交易商茲申述其為在香港註冊成立的有限公司，並有權訂立本協議。

**3 Non-Hong Kong Residents or Companies**

非香港居民或公司

- 3.1 If the Client is not a Hong Kong resident or corporation, or gives instructions outside Hong Kong, the Client agrees to ensure and represent that such instructions will have been given in compliance with all applicable laws of the relevant jurisdiction which are applicable to the Client or from which such instructions are given, and that when in doubt, to consult or obtain legal advice on the relevant jurisdiction.

若客戶並非香港居民或公司，或於香港以外的地方發出指示，客戶同意確保及聲明有關指示符合客戶發出指示當地之有關司法管轄區之適用法律。如有任何疑問，應向該有關司法管轄區諮詢及獲取法律意見。

**4 Indemnities, Disclaimers, Risk Disclosure Statements and Notices to Client**

彌償、免除責任、風險披露聲明及客戶告鑒

- 4.1 The Client hereby acknowledged that trading in precious metals is extremely volatile and that in respect of all and any trading contracts and/or instructions shall be deemed to have entered into the same upon his own judgment and at his sole risk, notwithstanding that he may have taken advice from or be deemed to have been advised by the Dealer, its agent or staff. The Client acknowledges that he is further aware that none of the agents, officers and staff of the Dealer is authorized on behalf of the Dealer to give any representation, undertaking or advice and that if such advice be given, the same is only a personal opinion of the person giving it and the Client shall exercise his own judgement in making his own decision of whether to rely upon such advice. In any event, the Client shall not hold the person giving the advice, the Dealer or any other person liable for any loss resulting from the Client's reliance upon such advice.

客戶茲承認，貴金屬買賣是極之反覆無常，而儘管客戶可能曾經聽取或被視為曾聽取交易商、其代理人或職員的意見，但客戶訂立一切買賣合約及／或指令，均視為客戶本身的決定，客戶須獨自承擔一切風險。客戶亦確知，交易商的代理人、行政人員及職員均無權代表交易商作任何聲明、承諾或提供任何意見，而交易商的代理人、行政人員及職員所提供的意見只屬個人意見，客戶須憑本身的判斷，決定是否信賴該等意見。在任何情況下，客戶均不能就由於其信賴該等意見而造成的任何損失，要求提供意見者、交易商或任何其他人士負責。

- 4.2 Client further acknowledges that any investment research reports or other data provided by the Dealer, its agents, officers or staff does not constitute any advice, opinion or recommendation. Any investment decisions the Client make will be based solely on his own evaluation of his financial positions and investment objectives. The Dealer, its agents, officers or staff do not warrant the timeliness, accuracy, completeness and reliability of any data or information rendered, and the Client agrees that the Dealer, its agents, officers or staff shall not be liable in respect of any information rendered, whether such information was given at the request of the Client.

客戶亦承認，任何交易商、其代理人、行政人員或職員所提供之投資研究報告或其他數據，並不構成任何提議、意見或建議。客戶所作之任何投資決定完全是根據其自行評估之財務狀況及投資方針後作出的。交易商、其代理人、行政人員或職員均不保證

其提供之數據或資料的及時性、準確性、完整性及可信性，而客戶亦同意交易商、其代理人、行政人員或職員不須就任何其提供的數據或資料負上任何責任，不論該等資料是否因應客戶之要求而提供。

- 4.3 The Client agrees and declares that he is fully aware of the risks involved in trading in precious metals and is also aware that orders placed with the Dealer may, depending on the then prevailing circumstances, fail to be executed and all resulting losses shall be borne by the Client. The Client further agrees that the Dealer shall not be liable for any loss incurred (including but not limited to any loss incurred by reason of the manner of execution, or delay or errors in the execution of any order given by the Client) unless such loss is resulting from the Dealer's willful negligence or fraudulent act.

客戶同意並聲明其本身充分了解貴金屬買賣所涉及的風險，並確知其向交易商發出的指令，可能會受當時情況影響而無法執行，而任何合約在此等情況下所致的損失，均須由客戶承擔。客戶亦同意交易商無須對任何招致的損失負責（包括但不限於因執行客戶指令的方式或時間延誤或錯誤所致的損失），除非該等損失是由於交易商的故意忽略或欺詐行為所致。

- 4.4 The Dealer shall not be liable for any loss of profits or any indirect or consequential loss unless such loss is resulting from the Dealer's willful negligence or fraudulent act.

除非由於交易商的故意忽略或欺詐行為所直接導致的損失，交易商在任何情況下均毋須對任何種類的利潤損失，間接或後果性的損失負責。

- 4.5 In the event that the transmission of any Client's order is delayed or fails due to the halt or breakdown of communication facilities, or any other reasons beyond the reasonable control or anticipation of Dealer, Dealer shall not be held liable for any loss or damage to Client.

如因通訊設施停頓或發生故障或任何其他非交易商能合理地控制及預知的原因，以致使客戶指令的傳遞受到延誤或失敗，因而造成任何損失或損害，交易商均無須對客戶負責。

- 4.6 Risk Disclosure Statements

風險披露聲明書

- 4.6.1 Trading in precious metals carry substantial risks. The initial margin is small relative to the value of precious metals contracts so that the transactions are leveraged. A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit; this may work against the Client as well as for the Client. The Client may sustain a loss of Initial Margin and any additional funds deposited with the Dealer to maintain his position. If the market moves against the Client's position or the required margin level is increased, and if the Client fail to comply with a request for additional funds within the time prescribed, such position may be liquidated at a loss and the Client will be liable for any resulting deficit.

貴金屬的交易帶有很高的風險。相對於貴金屬的價格而言，基本保證金的金額可能比較小的，交易會因此被槓桿化了。即使市場上出現比較小的變動也會對客戶已經或將要存入的資金產生相對大的影響；這對客戶也許有利也有不利。客戶可能會為了保持客戶的頭寸而在客戶存入本公司的基本保證金及任何追加資金上承受損失。如果市場變動對客戶不利或者保證金水準提高了，客戶有可能不能及時追加保證金來維持客戶的頭寸而在虧損的情況下被平倉，客戶將必須對由此造成的虧損負責。

- 4.6.2 The placing of certain orders (e.g. "stop-loss" or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective or impossible to execute such orders. In the case of a "stop-limit" order, such order may not be executed or be executed at the limit price. Strategies using combinations of

positions, such as spread, or straddle positions may be as risky as taking simple “long” or “short” positions.

下達某些旨在將損失限制在特定金額的指令（例如“止損”指令，或者“止損限價”指令）有可能並不見效或沒有執行。如果訂單是止損限價，沒法保證訂單會執行或以限價執行。一些使用頭寸合併的策略，例如差價或同價對敲或許與單純做“長倉”或“短倉”存在有相同的風險。

- 4.6.3 In view of the risks incurred, Client shall therefore understand the nature and risk involved in trading of precious metals before his trade and carefully consider whether such trading is suitable in the light of his own investment experience, investment objectives, financial position and risk tolerance. Client shall seek legal and other professional advice before opening an account and making such transactions.

鑒於有關的風險，客戶在開始進行此類交易之前，應該瞭解有關交易性質和客戶所面臨的風險程度。客戶必須根據客戶的投資經驗、目的、財力和承受風險能力等相關情形仔細考慮這類交易是否適合客戶本人。客戶在開戶及開始交易前應該諮詢法律及其它專業意見。

#### 4.7 Notice to Client

##### 客戶告鑒

- 4.7.1 OTC (Over-the-Counter) precious metals business is not traded on an organized exchange and therefore does not require open outcry. Though quotations or prices are afforded by many computer-based component systems, such quotations and prices may vary due to market illiquidity. Many electronic trading facilities are supported by computer-based component systems for order routing, execution or matching of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Client’s ability to recover certain losses may be subject to limits on liability imposed by the system provider, bank and/or financial institution and such limits may vary.

場外交易的業務並不在有組織的市場交易，所以不需公開喊價。儘管許多以電腦為基礎的系統提供報價和實際價格，這二者可能因為市場不流動性而有所差異。許多電子交易設施由以電腦為基礎的系統來支援進行交易下單、執行、匹配的。與所有設施和系統一樣，它們易受到臨時故障的影響。客戶收回某些損失的能力可能受限於系統提供者、市場銀行及／或金融機構設定的責任限度。這些限度可能不盡一樣。

- 4.7.2 In the OTC (Over-the-Counter) precious metals market, the Dealer is not restricted to carrying out off-exchange transactions. The Dealer with which the Client deals may be acting as Client’s counterparty to the transaction. Under such circumstances, it may be difficult or impossible to liquidate an existing position, to assess its value, to determine a fair value or to evaluate the risk exposure. For these reasons, OTC transactions may be associated with substantial risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Client shall familiarize himself with applicable rules and associated risks before making such transactions.

在場外交易市場上，交易商不僅於進行交易所場外交易。為客戶進行交易的交易商可能是客戶交易的對手。有可能（在這種情況下）平倉，評定價值，確定公平價值或評估風險暴露會很困難或不可能。鑒於這些原因，這類交易可能涉及更大風險。場外交易可能受到較少的監管或受管於不同的監管體系。在開始交易之前，客戶應該瞭解適用的規定和伴隨風險。

- 4.7.3 There are no guarantees to the creditworthiness of the counterparty of Client’s precious metals positions whilst every attempt has been made by the Dealer to deal with creditworthy institutions and clearing houses. There may also be certain

cases in which trading liquidity decreases causing trading in precious metals to cease, thereby preventing the liquidation of adverse positions that may result in a substantial financial losses.

無人能保證客戶的交易對手的信譽。交易商將盡力只與有良好聲譽的機構進行交易。此外，有可能出現交易流動性的降低造成貴金屬交易停止，從而妨礙平清不利的頭寸，由此可能帶來相當的財政損失。

## 5 Operation and Authorization of Account

### 帳戶之操作及授權

5.1 The Client may elect at his own discretion any of the following modes of operation of his account(s):

客戶有權自行決定選擇下列任何一種方式操作其帳戶：—

- a) to operate the account(s) on his own accord;  
客戶自己發出指令，操作其帳戶；
- b) to operate the account(s) by appointing the Dealer as his Authorized Agent; or  
客戶委任交易商為其授權代理人，以操作其帳戶；及
- c) to operate the account(s) by a person appointed by him in accordance with Clause 5.3 of this Agreement.  
客戶根據本協議第 5.3 條的規定，委托一名人士為其授權代理人以操作其帳戶。

5.2 In the event that the Client elects to appoint the Dealer or a person to be his Authorized Agent, the Client shall complete and sign the letter of appointment.

若客戶委任交易商或一名人士為其授權代理人則須填寫簽署委任書。

5.3 In the event that the Clients elects to appoint a person, whether in the employ of the Dealer or not, as his Authorized Agent, and shall have full power to operate the Client's account(s) maintained with the Dealer. The Dealer is entitled and hereby instructed to accept the orders or instructions given by such Authorized Agent for the operation of the Client's account(s) and the Client hereby undertakes to ratify and confirm all and any transactions which such Authorized Agent shall make as the agent of the Client in respect of the account(s) of the Client.

如客戶選擇委任一名人士為其授權代理人，則不論授權代理人是否交易商的僱員，授權代理人將可全權操作客戶在交易商處開立的帳戶。交易商有權並據此獲指示接納由授權代理人發出的有關操作客戶帳戶的指令或指示。客戶茲批准及確認授權代理人以客戶代理人身份為客戶帳戶進行的一切買賣。

5.4 It is expressly agreed by the Client that the Authorized Agent is the agent of Client despite the fact that such Authorized Agent may be employed by the Dealer. Any representation or warranty made or to be made by the Authorized Agent to the Client shall not constitute any representation or warranty of the Dealer. Further, it is expressly agreed by the Client that the Dealer shall not be responsible for any act deed or negligence committed by such Authorized Agent.

客戶同意即使授權代理人可能是受僱於交易商，授權代理人仍是客戶代理人。授權代理人向客戶作出的任何申述或保證，不構成交易商的任何申述或保證。客戶亦明確同意交易商無須對授權代理人的任何行為或疏忽負責。

5.5 If the Client elects to appoint the Dealer as his Authorized Agent to operate his account, such appointment shall constitute the Dealer to be the Client's attorney and agent whereby the Dealer is entitled to operate the account(s) of the Client in the Client's name and on the Client's behalf and to sign the confirmations of orders for the sale and purchase of



precious metals as the Dealer may deem fit and the Client hereby undertake to ratify and confirm all such sale and purchase orders for precious metals which the Dealer shall place as such attorney and agent of the Client. The Dealer may take opposite position to match the Client's partial or entire trading and/or transfer the orders to market. The Dealer is authorized to purchase and sell precious metals in accordance with Client's oral or written or computer instructions for Client's account(s) with a counterparty bank or institutions or participants. Unless instructed by the Client to the contrary in writing, the Dealer is authorized to execute all orders with such counterparty bank, institution or participant as the Dealer deemed appropriate. The Dealer shall be entitled to rely upon any oral or written communication or instruction received from the Client, including his officers, partners, statutory responsible persons ("Authorized Persons"), as long as the Dealer has received no notification from the Client informing the Dealer of Authorized Persons lack of authority to instruct the Dealer.

如客戶選擇委任交易商為其授權代理人，代理操作其帳戶，則交易商將受命擔任客戶代理人，並有權以客戶的名義代表客戶，操作客戶的帳戶，以及有權決定簽署貴金屬買賣指令確認書。客戶茲批准及確認交易商以客戶代理人身份所發出的所有貴金屬買賣指令。交易商可以與客戶部分或全部的買賣指令進行對盤及／或下達市場，交易商獲授權按照客戶的口頭、書面或電腦指令向對手方如銀行、機構或資深參與者為客戶帳戶進行貴金屬買或賣，除非客戶以書面形式作出反對，否則交易商獲授權跟適合之對手方如銀行、金融機構或資深參與者執行所有訂單。交易商有權依據所有從客戶收到的口頭或書面上的通信或指示，包括客戶的高級職員、合夥人，法定負責人（授權人）只要交易商沒有收到客戶通知授權人並沒有獲得授權。

- 5.6 In the event that the Client elects to appoint the Authorized Agent is not in the employ of the Dealer, such Authorized Agent has no authority from the Dealer to accept payment to himself for and on behalf of the Dealer. All payment payable to the Dealer by the Client must be made to the Dealer directly and an official receipt from the Dealer for such payment shall be obtained.

若客戶選擇委任的授權代理人不是交易商的僱員，該授權代理人則無權代表交易商接受向交易商支付的款項。客戶須直接向交易商支付所有付款，並應索取由交易商發出的正式付款收據。

- 5.7 Further, such Authorized Agent has no authority to accept payment on behalf of the Client. All payment payable to the Client under this Agreement shall be made to the Client's name directly unless specifically instructed by the Client in writing otherwise.

授權代理人亦無權代表客戶接受付款。除非客戶以書面發出相反的指示，否則所有按本協議應該支付的款項，必須直接支付予客戶。

- 5.8 Unless and until written notice of revocation of appointment has been delivered to the Dealer at the Dealer's principal place of business as stipulated in this Agreement, any election or appointment made pursuant to the aforesaid paragraphs shall remain in full force and effect. Such revocation shall take effect upon actual receipt of such notice and confirmation by the Dealer.

除非及直至取消委任通知書送達本協議所載交易商的主要營業地點，根據上述各條款所作的任何選擇或委任將維持全面有效。取消委任通知書須於交易商實際接獲通知書後始生效。

- 5.9 The Client may appoint another person to substitute and replace the originally appointed Authorized Agent by delivering to the Dealer a new letter of appointment. The Dealer is entitled to accept and execute orders and instructions from the originally Authorized Agent until the actual receipt of new letter of appointment from the Client by the Dealer. Upon the appointment of a new Authorized Agent under this clause, the provisions in Clauses 5.3 to 5.9 shall apply in full force and effect to the new Authorized Agent.

客戶可以向交易商送交新的委任書，以重新委任他人取代原本委任的授權代理人。直至實際接獲由客戶發出的新委任書為止，交易商有權繼續接納及執行由客戶原來委任的授權代理人所發出的指令及指示。按此條款委任新的授權代理人後，第 5.3 至第 5.9 條的規定，將全面適用於新任授權代理人。

#### 5.10 Online Trading 網上交易

5.10.1 If the Client wants to place his trading orders in whole or in part via the Internet, the Client should agree to the terms and conditions of the "Internet Trading Service Agreement".

如客戶欲部分或全部的買賣指令以互聯網的方式進行，客戶須同意“互聯網交易協議書”之條款及細則。

5.10.2 Since the Dealer does not control signal power, its reception or routing via Internet, configuration of the Client's equipment/system or reliability of its connection, the Dealer shall not be responsible for communication failures, distortions or delays when trading via the Internet.

由於互聯網之間的信號、其接收或線路、其設備／系統之設定或其連接系統之可靠性，均並非交易商控制範圍以內，故交易商將不可能就通過互聯網交易時出現的通訊故障、失實或延誤而負責。

5.10.3 Trading on an electronic trading system may differ not only from trading in an open outcry market. The Client will be exposed to risk associated with the system including the failure of hardware and software. The result of any system failures may be that Client' order is either not executed according to Client's instructions or impossible to execute at all.

通過電子交易系統進行的交易，可能不僅不同於公開喊價市場的交易，客戶將面臨該互聯網系統帶來相關的相關風險，包括硬體和軟體的故障。系統故障可能造成客戶的訂單難以按照客戶的指示執行或根本不能執行。

### 6 Instructions and Proofs 指令及憑證

6.1 All instructions must be given by the Client to the Dealer in clear and unambiguous terms and all instructions shall not be valid unless the same shall be in compliance with all constitutions, rules, regulations, customs, practices, adjudications and interpretations, from time to time existing or in force in the local or other markets concerned and, in compliance with all laws, rules and regulations then applicable thereto.

客戶向交易商發出的所有指令，必須清楚明確，而所有指令均須遵守本地或其他有關市場當時存在或生效的所有有關章程、規則、條例、習慣、慣例、裁定及詮釋，同時亦須遵守當時適用的所有法律、規則及條例，否則該等指令均作無效。

6.2 Orders to execute contracts may be given in writing or verbally (whether by telephone or in person), or by fax, the Internet or email by the Client or his Authorized Agent and orders once given shall not be revoked or withdrawn without the written consent or confirmation of the Dealer. All orders given by the Client or his Authorized Agent shall only be deemed delivered upon receipt by the Dealer.

客戶或其授權代理人可藉書面或口頭（以電話或實際接洽）或藉電傳、互聯網或電子郵件發出指令。除非獲交易商書面同意或認可，否則指令一經發出，一概不可撤銷或撤回。所有客戶或其授權代理發出之指令，均在交易商實際收悉時才被視為已送達。

6.3 The Dealer has the right at any time not to accept any order placed by Client or to enter into any trading contracts for Client, including but not limited to any matching/hedging contract.

不論在任何時間，交易商均有權不接受任何客戶的指令或為客戶訂立任何買賣合約，包括但不限於任何相配／對沖合約。

6.4 Unless an obvious error exists, otherwise:

除非有明顯的錯誤，否則：-

- a) an order has been received from the Client;  
交易商收到的客戶指令；
- b) a contract has been executed for the account of the Client; or  
代客戶執行買賣合約後所發出的確認書；或
- c) any receipts prepared by the Dealer and signed by its authorized staff;  
交易商發出而由其授權職員簽署的單據；

shall be conclusive proof thereof.  
均為決定性的憑證。

7 Margin Deposit

保證金

- 7.1 The Client shall deposit with the Dealer margin at such level as the Dealer may specify from time to time in such currency as may be acceptable to the Dealer. But such currency not being US dollars shall be converted into US dollars at the rate to be specified by the Dealer. Provided that such arrangement is made in good faith, the Dealer shall not be required to give the best exchange rate. The Client's account with the Dealer will be based in US dollars at all times and, but the Client can make payments in Hong Kong dollars at the rate specified by the Dealer. At the closing of the Client's account(s), the Client can accept payment of any balance in Hong Kong dollars.

客戶須向交易商存入保證金，金額由交易商不時指定，而存入的貨幣須為交易商所接受的。若存入貨幣並非美元，交易商將以其取得的匯率，將之兌現美元。交易商只須在真誠的基礎上指定匯率而無須提供最佳匯率，客戶在交易商處的帳戶，概以美元入帳，但客戶可以交易商指定匯率以港元付款。而客戶結束帳戶時，亦可以港元為交收支付的結存貨幣。

- 7.2 A minimum deposit prescribed by the dealer shall be required of the Client prior to opening all new account with the Dealer. The Client shall maintain a Initial Margin with the Dealer as required by the Dealer from time to time for all trading transactions in order to secure performance on his contract commitments; failing which the Dealer shall have the right to refuse executing any orders from the Client. For as long as the account shows an open position, the Client shall deposit and maintain the Initial Margin in his account. If the Initial Margin is impaired, the same shall be restored by the Client to 100% of the required amount by depositing a Variation Margin not later than such time as the Dealer may prescribe, failing which the Dealer will have an absolute discretion to effect such act as it deems fit to protect its interest. In such circumstances where the Client holds open positions taken out at different times the Dealer shall have the right to choose which position should be liquidated in full or in part and in what order. Such act or acts shall be binding upon the Client if proper instructions to effect the same has been duly given to the Dealer by the Client. The Client irrevocably accepts that in carrying out such act or acts as aforesaid, the Dealer owes no duty or obligation of whatsoever nature to the Client to minimize or eliminate his loss.

客戶在交易商處開設新帳戶前，必須先存入交易商規定的最低存款。在進行所有買賣交易前，客戶須確保在交易商存有足夠交易商不時規定的基本保證金，以確保其買賣指令能夠執行，否則交易商有權拒絕為客戶執行任何買賣指令。客戶的帳戶只要尚有未平倉合約，客戶仍須存入保證金，以維持其帳戶的基本保證金水平。若基本保證金

出現虧損，則客戶須存入追加保證金，以百份之百補足規定的金額，客戶不得遲於交易商指定的時間存入該追加保證金，否則交易商可全權決定採取其認為適當的行動，以保障交易商本身的利益。若客戶持有不同時間訂立的未平倉買賣合約，交易商有權選擇將其某些買賣合約或其部份斬倉，並決定斬倉次序。該等行動將視為遵照客戶向交易商發出的指示而作出，對客戶具約束力。客戶不可撤銷地同意，交易商在採取上述行動時，沒有任何責任或義務使客戶減少或免受損失。

- 7.3 Should the Dealer at its sole discretion deems it necessary or if the Dealer determines that additional margin is required, the Client agrees to deposit with the Dealer such additional margin upon demand, notwithstanding any demand for additional margin, the Dealer may at any time exercise its rights as stipulated in Clause 7.2 above. The Dealer may change margin requirements at any time and at its sole discretion. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to new positions in the contracts affected by such change and shall be binding upon the Client.

若交易商本身酌情認為需要，或交易商確定需要增收附加保證金，客戶同意及必須在接到要求時，向交易商存入該附加保證金，惟即使已作出增收附加保證金的要求，交易商仍可隨時行使其在上述第 7.2 條所列的權利。交易商可自行決定隨時更改保證金金額。任何以往的保證金金額，均不能由客戶引用作為先例，而新訂的金額一經確立，即可適用於受更改影響的現有及新訂買賣合約，並對客戶具約束力。

- 7.4 The Dealer shall not pay any interest to the Client on any money the Client paid to the Dealer whether as deposit, margin, or collateral or for any purpose whatsoever.

凡客戶交予交易商的任何款項，不論作為存款、保證金、抵押或作任何其他用途，交易商概不付予客戶任何利息。

- 7.5 The issue of the Dealer's margin receipts shall be conclusive acknowledgement of the deposit of the specified amount of margin in the Client's account(s) with the Dealer only and shall serve no other purpose whatsoever.

交易商收到客戶保證金後發出的收據，只可作為確認客戶已將該筆保證金存入其在交易商處開立的帳戶的憑證，而不具其他用途。

## 8 Execution of Instructions

### 執行指令

- 8.1 In any transaction or trading contract, the Dealer may concurrently and/or from time to time act as an agent to trade for any party or parties. The Dealer is entitled to by itself or its agents or staff take opposite position to match open position of the Client.

交易商進行任何交易或訂立任何買賣合約時，可同時及／或不時作為任何人士的代理人進行買賣。交易商本身或其代理人或僱員有權為客戶的未平倉買賣合約訂立相對的買賣合約。

- 8.2 Any orders or instructions from the Client may be executed directly in the relevant market or with any person or any market, or indirectly through any broker, agent, corresponding person or company without notifying the Client.

客戶發出的任何指令，可能在有關的市場直接執行，或可能透過與任何人士或在任何市場進行買賣以執行之，亦可能透過任何經紀、代理人、或往來人士或公司間接執行而無須通知客戶。

- 8.3 The Client acknowledges that the prices of precious metals may vary from institution to institution and from second to second and that it may prove impossible to effect trades even at advertised prices. Thus the Client agrees to accept that such prices as the Dealer may offer him from time to time are the best prices then available.

客戶確知貴金屬買賣價因機構而異，而且分秒變動，並承認即使按照公佈的價格，亦可能無法成交。因此，客戶茲同意及接受交易商不時開報的價格為當時能取得的最佳價格。

8.4 The Client shall observe and accept all rules, margin requirements, trading facts, time table(s) for placing order(s), take delivery and/or all other matters for and related to precious metals trading as prescribed by the Dealer from time to time.

客戶將遵守及接受交易商不時規定的一切規則、保證金金額、交易事實、落單時間表、收貨及/或其他有關貴金屬買賣的事項。

8.5 All taxes and levies relating to any transaction or trading contract shall be borne solely by the Client who shall guarantee and indemnify the Dealer against payment of the same.

一切有關交易或買賣合約的稅項及徵稅，概由客戶全部承擔，而客戶須保障及彌償交易商免受此等稅項負擔。

8.6 The Client shall not pledge, charge or mortgage any trading contracts which are executed through the Dealer, and without the prior written consent of the Dealer, the Client shall not assign the benefit thereof.

客戶不得質押、抵押或按揭任何經交易商達成的買賣合約，及在未取得交易商的書面同意前，不得將該或該等合約中的利益轉讓。

8.7 The Client may make withdrawals from his margin account(s) by giving the Dealer notice in writing of his intention to withdraw and payment will be made to the Client within 4 days after receipt of such notice. The amount to be withdrawn by the Client must not exceed the credit balance in the said account less the Initial Margin and the amount of Client's gross floating loss calculated on his open position/ contracts at the date the Client makes the withdrawals.

客戶可從保證金帳戶中提取款項，惟須以書面通知交易商其提款意願。交易商收到通知後，將在四天內付款予客戶。客戶提款的限額，將以該帳戶的結存減去基本保證金，再減去交易商接獲客戶通知當天未平倉買賣合約的浮動虧損額計算。

## 9 Lien and Set-off 留置權及對銷

9.1 All properties, securities, stocks, credits, amounts and credit balances carried by and/or with it in any account for the Client or otherwise in the possession of the Dealer or its agents for whatsoever purpose including safekeeping as collateral for all debit balances in any of his account(s) and as collateral for all his liabilities accrued due or contingent to the Dealer whether as principle, guarantor, surety or otherwise and as collateral against any other liability of the Client and Dealer howsoever the same may arise shall be subject to a set-off and a lien and held as security for the full discharge and payment of all indebtedness and obligations of the Client to the Dealer in connection with this Agreement.

客戶交予交易商或其代理人代管及/或登記於客戶帳戶內或以其他方式交予交易商管有，作任何用途，包括用作客戶帳戶一切欠款的抵押、作為客戶以當事人、擔保人、保證人或其他身份而欠下或應付予交易商或尚未與交易商確定的一切債項的抵押、以及用作客戶與交易商任何其他債項的抵押（不論該等債項如何招致）的所有財產、證券、股票、貸款、款項及結存，交易商對之均擁有抵銷權及留置權，作為客戶履行及清付本協議所引申之客戶的債務及債項的持續保證。

9.2 The Client hereby authorizes the Dealer to transfer such amount from the margin or collateral deposited with it by the Client, or the cash balance in any account for the Client without call or notice as may be necessary to cover all debit balances which may arise in the Client's account(s) with the Dealer. In enforcing its lien, the Dealer shall have the right to determine which properties or contracts to be sold or liquidated, and to apply the proceeds of sale or liquidation, after deduction of expenses, to satisfy any indebtedness and obligations owed by the Client to the Dealer.

客戶特此授權交易商從客戶存入的保證金、抵押品或客戶帳戶中的現金結餘中調撥款項，以彌補客戶在交易商處的帳戶中的所有欠款，而交易商無須事先要求客戶補倉或

向客戶發出通知。而交易商在執行其留置權時，有絕對權力決定出售或清算何種資產或合約，並在將銷售或變現所得之受益扣除開支後，用作清償客戶欠付交易商的任何債務及債項。

## 10 Settlement 清算

10.1 The Client acknowledges and agrees that all transactions of precious metals conducted through Dealer are cash-settled. US dollar is the settlement currency for all transactions and displays in the Client's ledger. All transactions will be settled immediately. If the Client elects to make payments in Hong Kong Dollar, the settlement amount shall be calculated at the rate specified by the Dealer.

客戶清楚確認及同意所有經交易商的貴金屬交易全以現金交收。所有貴金屬交易會在交易日以美元顯示在客戶的帳戶，即時清算，並以美元作為交收貨幣。如客戶以港元作交收，交易商將以由交易商指定匯率計算，接受客戶以港元交收。

## 11 Advances and Late Payments 墊款及逾期付款

11.1 In the event of the Client not being able or not willing to settle any trading contract on such dates as the Dealer shall require settlement, the Dealer may (but without obligation to do so) make advance to the Client by way of direct settlement of all trading contracts or some of the trading contracts or any trading contract in whole or in part and the Client undertakes to repay the Hong Kong Dollars equivalent at the exchange rate or rates the Dealer shall stipulate. Provided such stipulation is made in good faith, the Dealer shall not be required to give the best exchange rate of any such advance to the Dealer upon demand with interest thereon at the rate of 3% per annum above the prime lending rate in Hong Kong quoted by The Hong Kong and Shanghai Banking Corporation for the time being in force calculated on a daily simple basis from the date of such advance up to and including the day of repayment in full.

若客戶未能或不願意在交易商要求結算之日結算任何買賣合約，交易商可（但沒有義務）為客戶提供墊款，墊款方式為直接結算所有買賣合約或部份買賣合約或每份買賣合約的整份或其中部份，而客戶同意在交易商索償時，須以等值港元償還墊款。匯率由交易商指定。交易商只須在真誠的基礎上指定匯率，而無須提供最佳匯率。另加墊款利息。利息以當時香港上海匯豐銀行所公佈的最優惠貸款利率加三厘為年利率，自墊款日起至完全清償款項當天止，逐天以單利計算。

11.2 In addition to the above, the Client agrees to pay overdue interest to Dealer at the said rate in accordance with the interest rate stipulated above on the following items:

除上事項外，客戶同意及須在以下情況向交易商支付逾期利息，利率則如上文所訂：

-

- a) any part of the Initial Margin, Variation Margin or additional margin not paid or deposited in the form of cash on the specified date; or  
基本保證金、追加保證金或附加保證金中尚未在指定的日期以現金繳付或存入的任何部份；及
- b) any amount due to the Dealer and remain outstanding.  
應付予交易商而在應付的日期未付的任何款項。

## 12 Default 不履行合約

12.1 Any of the following events will constitute and be considered an event of default:

下列的任何事項的發生均將構成並視為不履行合約事件：-

- a) any delay or default by the Client in complying with the terms and conditions hereof or under the terms of any trading contract.  
客戶延遲或未能遵守本協議的條款或任何買賣合約的條款。
- b) In the case that the Client is an individual or a sole proprietorship firm or a partnership, the Client or the owner of the sole proprietorship firm or any of its constituent partners:  
如客戶為個人或商號，則客戶或其任何合夥人：-
  - i) dying;  
逝世；
  - ii) committing any act of bankruptcy, or a petition for bankruptcy having been filed against him; or  
作出破產行為或遭他人申請其破產；或
  - iii) becoming insane or otherwise losing his full capacity to enter into agreements or contracts in general.  
神經失常或喪失訂立協議或合約的充分資格。
- c) In the case of a corporate Client, the winding-up or liquidation of the Client or any event, resolution, meeting, petition or order which may lead to such winding-up or liquidation.  
如客戶為公司，則客戶本身結束營業或清盤，或發生任何可能導致結束營業或清盤的事件、決議、會議、申請或命令。
- d) In the case of all Clients:  
對於所有客戶而言：-
  - i) the appointments of a receiver over any of the Client's assets or the Client suffering any levy or execution thereon;  
客戶的任何資產遭他人委任接管人予以接管，或遭受任何扣押或執行；
  - ii) the Client shall for any reason fail or cease to pay any of his or its debts as and when they fall due or mature; or  
客戶任何債項應償還或到期時，客戶基於任何原因未能或不復予以清償；及
  - iii) there has been proposed or implemented any scheme of arrangements between the Client and his or its creditors.  
客戶與債權人之間建議或執行任何協議。

12.2 Upon the happening of any event of default, all the rights and remedies of the Dealer shall automatically become exercisable without the need of any notice being give to the Client, including but not limited to all powers of enforcement of lien, sale of pledge or collateral, set-off and consolidation of account, cancellation of unperformed contracts, settlement of open positions and appropriation of spot precious metals from the Client's account, or sale thereof.

在發生任何不履行合約事件時，交易商享有的所有權利及補償即自動變成可以行使，而無須向客戶發出任何通知。此等權利及補償包括但不限於行使留置權、出售質押品、抵押品、抵銷及合併帳戶、取消尚未執行的買賣合約、將未平倉的買賣合約平倉及自客戶帳戶中調撥或出售貴金屬的一切權利。

12.3 The Dealer shall in no way be liable for any loss or damage arising from the exercise of any of its rights and remedies as aforesaid save where such loss or damage arises from the serious misconduct or gross negligence on the part of the Dealer.

交易商在行使上述權利及補償時導致客戶或任何他人的任何損害，除非是由於交易商的故意忽略或欺詐行為所致，否則交易商一概無須負責。

13 Settlement of Contracts  
結算合約

- 13.1 The balance left in the Client's account(s) at termination of such account(s) shall be repaid to him not later than four (4) working days after receipt of notification thereof.  
客戶帳戶在結束時結存的款項，將在交易商收到提款通知後四個工作天內退還客戶。
- 13.2 All provisions hereof shall survive any change or succession in the Dealer's business.  
即使交易商的業務出現任何變化或由他人繼承，本協議的所有條款仍保持有效。
- 13.3 All provisions hereof shall be binding after the Client's death upon his personal representative (if Client is a partnership/corporation, the successor following the dissolution/winding-up proceedings). In such event, the Dealer may, at its discretion, close all or any of the accounts of the Client without waiting for the appointment of a personal representative / liquidator, and without notification to any such personal representative/liquidator, if any.  
若客戶在協議有效期間逝世，本協議的所有條款對其遺產代理人（如客戶為合夥商號／公司，則在其解散／進入清盤程序後對其繼承人）具約束力。在上述情況發生後，交易商可自行決定結束客戶全部或任何帳戶而無須等待委出客戶遺產代理人／清盤人，亦無須通知任何已委出的遺產代理人／清盤人。
- 13.4 Full liquidation of the Client's account(s) resulting in a zero or debit balance in the said account(s) shall be deemed to operate as an irrevocable option for the Dealer to terminate this Agreement without notice (but without prejudice to any right accrued due prior to termination or arising thereout).  
若客戶帳戶全部結算，導致上述帳戶中沒有存款或出現虧欠，將視同本協議被終止（但無損雙方於任何在終止前應享的權利及因終止本協議而應享的權利）。
- 13.5 In the event of the death/ dissolution/ winding-up proceedings of the Client, all open positions shall be deemed settled and all unperformed contracts be deemed cancelled. Any action taken by Dealer on such orders prior to the actual notice by the Dealer of the death/ dissolution/ winding-up proceedings of Client shall be deemed valid.  
若客戶逝世／解散／進入清盤程序，其尚未平倉的買賣合約均視為已結算，而所有尚未履行的買賣合約均視為取消，惟在交易商實際接獲該客戶逝世／解散／進入清盤程序的書面通知前，交易商對接獲該等通知前所採取的任何行動，一概視為有效。
- 13.6 In the event the Client fails to meet the provisions specified in Clause 7 above or elsewhere herein whether or not the Dealer terminates this Agreement as herein provided, the Dealer shall have the right at its election without call or notice and the Dealer shall not be liable for any resulting risk and loss as to liquidate the Client's account(s) in whole or in part by public or private sale of all or any of the property and assets carried by or deposited by the Dealer or to hedge the same. Upon demand, the Client shall pay promptly any deficiency in any of his account(s) howsoever the same may arise and agree to indemnify the Dealer fully against any loss, claim or damage suffered by the Dealer as a result of the Client's misfeasance or non-feasance. The enforcement of any right hereunder shall not operate as any waiver, release of any rights which Dealer is entitled to under the law and/or this Agreement.
- 13.7 若客戶未能遵守上文第 7 條或本協議的其他條款，不論交易商是否按本協議規定終止本協議，交易商均有權自行作出選擇，將客戶代管或存於交易商處的全部或任何物業及資產公開或私下出售，以完全或局部為客戶帳戶斬倉，或為客戶帳戶進行對沖買賣；交易商無須事先要求客戶補倉或向客戶發出通知或通告，而一切引致損失的風險，概不須由交易商承擔。在交易商提出要求時，客戶須即時支付其帳戶中虧欠的款項，不論該等虧欠的原因為何；客戶亦同意若因其違法或不履行義務而使交易商遭受任何損失、索償或損害，須對交易商作出全面彌償。交易商執行本條款所列的任何權利，



均不會構成放棄或撤除其於法律及／或本協議所賦予的權利。

## 14 Statements and Reports

### 月結單及報告

14.1 Each member of the Dealer's staff whether as employee or agent is hereby expressly approved and authorized to communicate with the Client at his place of business, residence or any address designated by the Client with regard to any of his account or accounts with the Dealer or any existing or future transaction of such account.

交易商的每名職員，不論其為僱員或代理人，特此獲明確准許及授權，就客戶在交易商處所開的帳戶或其帳戶現有或未來的交易，在客戶的營業處或住所及其指定的聯絡地址與客戶聯絡。

14.2 Reports, written confirmations, notices and any other communications may be transmitted to the Client (who, in the case of a joint account without nominating a person thereof will be deemed for these purposes to be the person whose name first appears in the Account Opening Form hereto) at the address, telephone or fax number given herein, or at such other address or telephone number as the Client hereafter shall notify the Dealer of in writing, and all communications so transmitted, whether by mail, telex, telephone, email, messenger or any otherwise, shall be deemed transmitted when telephoned or when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not. Any change to Client's contact information shall not take effect until upon actual receipt of such notification by the Dealer.

凡發給客戶報告、確認書、通知及任何其他通訊（如客戶為聯名帳戶而沒有指定聯絡人，則以開戶表格所列首名人士為收件人），可發往本協議所列的地址、電話號碼或電傳號碼，或發往客戶此後以書面通知交易商的其他地址或電話號碼；凡據此發出的通訊，不論以郵遞、電傳、電話、電子郵件、信差或其他方式發出，一經致電、投寄或由傳達代理人收訖，不論通訊是否實際為客戶所接獲，均視作已發出論。若客戶擬更改其保存在交易商處的資料，須向交易商通知修改始生效。

14.3 The Dealer shall provide the Client with monthly statements summarizing the transaction details since the last month's end. The statements shall be deemed to be accepted and have binding effect if not objected to in writing by the Client directed to the address stated therein (or such other address communicated in writing by the Dealer) within seven (7) working days after the transmittal thereof to the Client, by mail, telex, email or otherwise.

交易商將向客戶發出月結單，以總結有關帳戶自上一期月結日後所進行的交易。若該等文件以郵遞、電傳、電子郵件或以其他方式發予客戶，在發予後七個工作天內，客戶並未以書面提出反對及將反對書送往該等文件所載的地址（或交易商以書面通知的其他地址），則視客戶已接納該等文件，並對客戶有約束力。

14.4 In the event of a dispute or difference arising between the two parties, the Client accepts and agrees that copies of the Dealer's trading records shall be conclusive proofs of the truth of the contents thereof and shall be admissible in any court of law or arbitration without further or proper proof thereof.

若雙方爭議及意思分歧，客戶接受並同意交易商所存在買賣記錄為證明其內容真確的決定性憑證，並應獲任何法院或仲裁機構採納而無須對該等記錄再作或提供其他證明。

## 15 Charges

### 交易商之收費

15.1 The Dealer shall be entitled to charge commissions and other expenses incurred from the execution of the Client's orders. The Client agrees to pay upon demand at any time whether prior to or after the execution of any order or orders commission at such rate or rates as the Dealer specify from time to time in respect of each contract, interest and custodian fee

on overnight open positions, other storage and miscellaneous charges and insurance for precious metals purchased or agreed to be purchases under any contract at such rate or rates as the Dealer shall from time to time specify.

交易商有權向客戶收取佣金及其他有關執行客戶的指令而引致的費用。客戶同意當交易商提出要求時，不論是在指令執行前或執行後，向交易商支付佣金及該等費用，佣金收費率由交易商按每份買賣合約不時指定。客戶並同意就根據任何買賣合約買入或同意買入貴金屬，向交易商支付過市未停倉合約的利息及保管費、其他宿倉費及雜費及保險費，收費率由交易商不時指定。

- 15.2 Debit balance in the Client's account(s) shall be charged with such interest and charges. The interest will be charged at the rate of 3% per annum above the prime lending rate quoted by the Hong Kong and Shanghai Banking Corporation Limited for the time being in force calculated on a daily simple basis. Other charges shall be charged as the Dealer may make to its Client generally to cover its facilities and extra services on full indemnity and reimbursement basis (including all costs of collection and reasonable legal fees). The Client shall promptly settle, upon demand, all liabilities outstanding to the Dealer.

若客戶的帳戶出現虧欠，交易商將據此虧欠收取利息及費用。利息以當時香港上海匯豐銀行公佈的最優惠貸款利率加三厘的年利率按日以單利計算。其他費用為交易商一般向客戶所徵收的，以全數補償其提供的方便及額外服務(包括一切託收手續費及法律費用)。在交易商提出要求時，客戶須即時清償拖欠交易商的所有債務。

## 16 Personal Data Protection

### 個人資料保護

- 16.1 The Client hereby agrees that the Dealer is entitled to collect, use, transfer, store (within or outside of Hong Kong), process or otherwise handle personal information and data relating to the Client including name and address (hereinafter referred to as "personal data") to administer and provide the services under this Agreement. In case the Client is a limited company, his representative by signing on the related account opening form also agrees that the provisions of this Clause shall be applicable to such representative and shall be deemed to include any such of the Client's representatives.

客戶同意交易商有權收集、使用、轉移、儲存(在香港境內或境外)、處理或以其他方式處理客戶的個人資料及數據，包括姓名及地址(以下簡稱「個人資料」)以方便管理及依據本協議提供服務。若客戶為有限公司，則客戶的代表在代其簽訂有關帳戶申請表時亦同意本條款同時適用於該等代表，即所有對客戶的提述將被視為包括該等代表。

- 16.2 The Client hereby acknowledges that the provisions on personal data herein and further acknowledges that the Dealer may continue to use such data after the termination of this Agreement subject to any applicable laws and regulations.

客戶茲確認有關個人資料通知之條款，並確認在本協議終止後，交易商可按任何適用法律及規定繼續根據上述形式使用客戶資料。

## 17 Client Agreement and Acknowledgement for Online Account Opening

### 網上開戶客戶同意及承認

The Client hereby acknowledges, understands, confirms and agrees that the Client shall input his/her personal information into the designated online account opening form of the Dealer (including but not limited to the website or the mobile application of the Dealer) for operating his/her account(s) opened and maintained with the Dealer by way of electronic means via any electronic device prescribed by the Dealer (including but not limited to tablet computer or mobile phone) and use the Electronic Signature to sign on the relevant account opening documents and/or agreement(s). The Client hereby acknowledges, understands, confirms and agrees that the Electronic Signature signed by the Client is legally enforceable and shall be governed by the Electronic Transactions Ordinance (Cap. 553). The Client acknowledges, understands, confirms and agrees that all the information to be inputted by way of electronic means shall be automatically transmitted and recorded in the computer system of the Company and such

information and records shall be used and relied on by the Dealer by way of electronic means. The Client hereby acknowledges, understands, confirms and agrees that the Client's signature signed by way of electronic means on the Online Account Opening Form and relevant account opening documents and/or agreement(s) has the same legal effect as the Client's signature signed on Account Opening Form and relevant account opening documents and/or agreement(s) in paper.

客戶謹此確認、承認、明白及同意客戶以交易商指定的電子方式於電子裝置(包括但不限於平板電腦或流動電話)於網上輸入客戶的個人資料於交易商指定的互聯網開戶表格(包括交易商網頁或流動裝置應用程式)以操作客戶開立及維持於交易商的帳戶，並使用電子簽署方式簽署有關開戶文件及/或協議書。客戶謹此確認、承認、明白及同意該電子簽署具有法律效用及受《電子交易條例》(香港法例第553章)管轄。客戶確認、承認、明白及同意所有以電子方式輸入於互聯網開戶表格的資料將自動輸送及記錄於交易商的電腦系統及該等資料及記錄將為交易商操作客戶在交易商的帳戶所使用及依賴，並會作電子方式紀錄。客戶謹此確認、承認、明白及同意客戶以電子方式簽署於交易商之電子開戶表格及/或協議書等同於客戶在紙上之開戶表格及/或協議書上的簽署的法律效用。

## 18 Miscellaneous

### 雜項

18.1 The Dealer is not liable for any failure or delay to meet its obligations due to any cause beyond its control, which shall include but not limited to fires, storms, act of God, riots, strikes, lockouts, wars, government control, restriction or prohibition whether local or international, technical failure of any equipment, power failure, black-outs or any other causes which results or is likely to result in the erratic behavior of the spot precious metals, the closure of international and local market or any other causes affecting the operation of the Dealer.

如因任何非交易商所能控制的原因，包括但不限於火災、風暴、天災、暴動、罷工、封閉工廠、戰爭、政府管制、本地或國際間的限制或禁制、任何設備的技術性故障、電子故障、停電或任何其他導致貴金屬價格走勢異常原因、國際或本地市場休市或任何其他影響交易商運作的原因，致令交易商不能或延遲履行其義務，交易商一概無須負責。

18.2 All provisions of this Agreement shall not in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed to writing and signed by one of the authorized representative of the Dealer.

本協議的所有的條款，在任何方面均不能被視為放棄、更改、修改或修訂，除非該等放棄、更改、修改或修訂以書面寫明，並由交易商的授權代表在其上簽署。

18.3 This Agreement shall continue to be in full force and effect until receipt by the Dealer from the Client of written notice of its termination or the Dealer issues any written notice of termination and at the Dealer's election, the Dealer may liquidate the Client's account(s) as hereinbefore provided or transfer the Client's account(s) to such broker or commission merchant as the Client shall designate. Such termination, however, shall not affect any transaction entered into by the Dealer pursuant to this Agreement before written notice of the termination has been received by the Dealer.

本協議將維持全面有效，直至交易商接獲客戶的終止通知書或交易商發出終止通知書時告終；交易商可憑本身決定，按上文規定對客戶的帳戶進行斬倉或將客戶的帳戶轉讓予客戶指定的經紀或經紀公司。在交易商接獲客戶的終止通知書前按本協議訂立的任何交易，均不受該通知書的影響。

18.4 If any provision hereof is or at any time should become inconsistent with any present or future law, rule or regulation of any regulatory body or government which has jurisdiction over the subject matter of this Agreement, the said provision shall be deemed to be superseded or modified to be consistent with such law, rule or regulation, but in all other aspects, this Agreement shall continue to be and remain in full force and effect.

若本協議任何條款現時或任何時候變為與本協議的目標有管轄權的任何監管團體或政府現行或將來制訂的法例、規則或條例有任何抵觸，則有關條款須視為被取代或修改，以符合該等法例、規則或條例，但除此以外，本協議在其他方面仍保持全面有效。

- 18.5 Any waiver of indulgence given by the Dealer in favour of the Client in respect of any specific obligation herein of the Client shall not prejudice or affect any other rights and obligations of both parties under this Agreement.

對於客戶在本協議下所須履行的任何特定義務，即使交易商優待客戶，放棄要求客戶履行義務的權利或給予客戶任何寬限，亦無損或不會影響雙方在本協議下的任何其他權利及義務。

- 18.6 If the Client consists of more than one person, unless otherwise the Client notifies and provides the Dealer with documents as required, such account shall be held by the account holders as joint tenant with rights of survivorship (with the balance of the account belonging to the survivor). Each joint account holder irrevocably appoints the other as attorney-in-fact to take all action on his behalf and to represent him in all respect in connection with this Agreement. The Dealer is authorized to act upon the instructions of either the joint account holders; deliver confirmation advice, notices or other communications to either of the joint account holders, or otherwise deal with either of the joint account holders. Each of the joint account holders shall be jointly and severally liable for any amounts due to the Dealer pursuant to this Agreement, whether incurred by either or both of them. Each of the joint account holder undertakes to give the Dealer immediately notice in writing of the death, dissolution or winding-up proceedings of any joint account holder. In the event of such death, dissolution or winding-up proceedings, the Dealer may take such steps, require such documents, retain any part of the Client's account and restrict transactions in any Client's account as it may at the Dealer's discretion deem necessary, advisable or desirable to protect the Dealer's interests with respect to any tax, liability, penalty or loss under any present or future law.

若客戶為多於一人，除非客戶通知交易商並給予交易商所要求的文件，否則該帳戶應為所有帳戶持有人以聯權共有方式持有，生者享有繼承權(給付生者)。每一聯名帳戶持有人不可撤銷地委任其他持有人為其授權人，代表其作出各種行動，並就本協議所有相關事宜上作其代表。交易商獲授權執行任何聯名帳戶持有人之指示，或向任何聯名持有人發出確認通知、其他通知或通訊，或在其他情況下與任何聯名帳戶持有人往來。對於依據本協議規定應向交易商支付的任何款項，不論有關債務是其中一位或所有聯名帳戶持有人所引起，每位聯名帳戶持有人均須共同及個別負責。每位客戶亦保證會就任何聯名帳戶持有人逝世／解散／進行清盤程序，即時向交易商作書面通知。在任何聯名帳戶持有人逝世／解散／進行清盤程序的情況下，交易商可根據其絕對酌情權決定其認為必須合宜或適宜而作出的步驟，由要求供有關的文件、保留任何帳戶之任何部分及限制任何帳戶之交易，以保護其現行或以後的法律下在任何稅項、法律責任、罰則或損失方面之權益。

- 18.7 Client shall not assign of any rights under this Agreement to any person without the Dealer's prior written consent.

本協議的一切權益，除非得到交易商的事先書面同意，否則均不可由客戶轉讓予他人。

- 18.8 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

本協議書將依照香港法律解釋及執行。本協議雙方同意香港法院之非專屬管轄權。

- 18.9 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

本協議書之中英文本義，如有歧義，將以英文為準。

# INTERNET TRADING AGREEMENT

## 互聯網交易協議書

THIS AGREEMENT is made the date stated in the Client Account Opening Execution Form:  
本協議由以下雙方於客戶開戶執行表格所列之日期簽署：

BETWEEN

- (1) Fulbright Bullion Limited (hereinafter referred to as "Dealer"), whose registered office is situated at Unit 401A, 4/F, Ka Wah Bank Centre, No. 232 Des Voeux Road Central, Hong Kong; and 富昌金業有限公司（以下簡稱「交易商」），其辦事處為香港中環德輔道中232號嘉華銀行中心4樓401A室；及
- (2) The party whose name, address and details are set out in the Account Opening Form ("the Client"). 當事方（「客戶」），其名稱、地址和相關資料列於開戶表格中。

WHEREAS:

鑑於：

This Internet Trading Agreement is supplemental to the Bullion Client's Agreement entered into by the Company ("the Client Agreement(s)") and the Client to which this Internet Trading Agreement is annexed whereby the Company agrees to provide to the Client with Internet Trading Service which enables the Client to give Internet Trading Instructions and to obtain quotations and other information via computer or telephonic transmission for use on compatible personal, home or small business computers or mobile phones, including internet appliance with modems, terminals or network computers that can connect to a telecommunication network ("Internet Trading Service").

本互聯網交易協議乃本公司與客戶所訂立金業客戶協議（「客戶協議」）之補充文件，藉此本公司同意向客戶提供互聯網交易服務，使客戶能夠透過電腦或電話傳輸方式，在相容的個人、家庭、小型電腦或流動電話，包括能夠連接互聯網電訊網絡並帶有解調器、終端機或網絡電腦等設備的互聯網儀器，發出互聯網交易指示並獲取報價及其他資訊（「互聯網交易服務」）。

Now IT IS HEREBY AGREED as follows:

合約雙方同意下列條款：

### 1. Interpretation

釋義

- 1.1 Terms defined in this Internet Trading Agreement have the same meanings as in the Client Agreement(s) unless stated otherwise.

本互聯網交易協議中的術語之含義與客戶協議所界定者相同，另有特別聲明者除外。

- 1.2 The following expressions shall, unless the context requires otherwise, have the following meanings:

下列用語，除文意另有所指外，將作如下解釋：

"Customer ID" means the Client's identification, used in conjunction with the Password, to gain access to the Internet Trading Service;

「登入號碼」指識別客戶身份的名稱，須配合密碼一起使用以接達有關互聯網交易服務；

"Information" means any transaction or market data, bid and ask quotations, news reports, third party analysts' reports, research and other information relating to securities and the securities markets;

「資訊」指與證券及證券市場有關之任何交易或市場資料、買入及賣出價、新聞報導、第三者分析員的報告、研究資料及其他資訊；

"Password" means the Client's password, used in conjunction with the Customer ID, to gain access to the Internet Trading Service.

「密碼」指客戶的密碼，須配合登入號碼一起使用以接達有關互聯網交易服務。

1.3 References to "Instructions" in the Client Agreement(s) are deemed to include Internet Trading instructions given by means of Internet Trading Service.

客戶協議中提及的「指示」將被視為包括通過互聯網交易服務發出的互聯網交易指示。

## 2. Using Internet Trading Service

互聯網交易服務的使用

2.1 On the issuance by the Company to the Client of its Customer ID and Password, the Internet Trading Service shall be activated and the Company shall notify the Client.

當本公司向客戶發出登入號碼及密碼後，互聯網交易服務將被啟動，同時本公司將向客戶發出相應通知。

2.2 The Company is entitled to require the Client to place a cash and/or Securities deposit prior to execution of any Instructions as will be informed by the Company from time to time.

本公司有權要求客戶按本公司不時的通知，在執行其任何指示前存入現金和／或證券。

2.3 The Client hereby agrees that:

客戶同意：

(i) the Client shall use the Internet Trading Service only in accordance with this Internet Trading Agreement, the Client Agreement(s) and the instructions and procedures as set out in the Company's Instruction Manual which is supplied to the Client from time to time;

將只按照本互聯網交易協議、客戶協議及本公司不時提供客戶的用戶指南，所規定的各種指示及程序使用互聯網交易服務；

(ii) the Client shall be the only authorized user of the Internet Trading Service;

客戶本人是互聯網交易服務的唯一獲授權用戶；

(iii) the Client shall be responsible for the confidentiality and use of its Customer ID and Password;

客戶應對其登入號碼及密碼的保密及使用承擔責任；

(iv) the Client shall be solely responsible for all Instructions entered through the Internet Trading Service using its Customer ID and Password and any Instructions so received by the Company shall be deemed to be made by the Client at the time received by the Company and in the form received;

客戶應對利用登入號碼及密碼而透過互聯網交易服務所輸入的所有指示完全負責，本公司收到的任何指示將被視為由客戶於本公司收到的時間及以收到的形式發出；

(v) the Client shall immediately inform the Company if it becomes aware of any loss, theft or unauthorized use of its Customer ID or Password, or the Internet Service or any Information;

如發現登入號碼及密碼有任何遺失，被竊或未經授权使用，客戶應立刻知會本公司；

(vi) the Client shall immediately inform the Company if it becomes aware of any failure by the Client to receive a message that an order initiated by the Client through Internet Trading Service has been received and executed through the Internet Trading Service;

在客戶透過互聯網交易服務發出指令後，若客戶獲悉其未能獲取顯示經已接獲及／或執行該指令之訊息，應隨即知會本公司；

- (vii) the Client shall provide the Company with the Client's e-mail address, and promptly provide the Company with any changes to the Client's e-mail address, and to accept Internet Trading communications from the Company at the e-mail address as the Client has specified;

向本公司提供客戶的互聯網交易郵件地址，及立刻通知本公司客戶的互聯網交易郵件地址的任何改動，並於客戶指定的互聯網交易郵件地址接受本公司的互聯網交易通訊；

- (viii) the Company may in its absolute discretion impose restrictions on the types of orders, and the range of prices for orders which can be placed through the Internet Trading Service;

本公司可有絕對酌情權，對可透過互聯網交易服務發出的指示之種類及指示之價格範圍預以限制；

- (ix) the Client agrees to pay all subscription, service and user fees, if any, that the Company charges for the Internet Trading Service and authorizes the Company to debit the Client's Account with the same;

客戶同意支付因本公司提供互聯網交易服務而須收取的所有訂購費、服務和用戶費（如有的話），並授權本公司可從客戶帳戶中扣除該類款項；

- (x) that the Client shall be bound by any consent the Client gives through the Internet Trading Service for the Company to provide any notices, statements, trade confirmations and other communications to the Client solely through Internet Trading Service;

客戶應受任何透過互聯網交易服務給予本公司，並同意本公司只通過互聯網交易服務來向其提供任何通知、結單、交易確認及其他通訊的同意所約束；

- (xi) that the Client shall logoff the Internet Trading Service immediately following the completion of each Internet Trading Service session;

客戶在完成每次互聯網交易服務時段後，應立即退出互聯網交易服務系統；

- (xii) that the Client shall not use or permit the use of the Information or any part thereof for any illegal purpose;

客戶不得使用或容許使用資訊或其任何部分作任何非法用途；

- (xiii) that the Client shall not disseminate the Information to third parties, and shall solely use the Information or any part thereof for its own use or in the ordinary course of its own business.

客戶不得向第三者散播資訊，同時只容許客戶作本身的用途或在本身業務的正常過程中使用。

- 2.4 After the giving of an Instruction via the Internet Trading Service, the Client shall check via the Internet Trading Service that its Instruction has been correctly acknowledged by the Company.

客戶通過互聯網交易服務發出指示後，應通過互聯網交易服務對所發出的指示是否已被本公司正確地確認作出檢查。

- 2.5 Without limiting the generality of the foregoing, the Client acknowledges and agrees that it may not be possible to amend or cancel an Instruction after it has been given through the Internet Trading Service and that an Instruction may only be amended or cancelled if it has not been executed by the Company. In such circumstances the Company will use its best efforts to amend or cancel the Instruction but, notwithstanding an acknowledgement by the Company in relation to the amendment or cancellation, there is no guarantee that

the amendment or cancellation will occur. If the amendment or cancellation does not occur, the Client shall remain liable for the original Instruction.

在不限制上述的概括性原則下，客戶確認並同意，一旦通過互聯網交易服務發出的指示後，未必能夠修改或取消，及指示只有在尚未被本公司執行時方有可能修改或取消，在這種情況下，本公司將盡可能修改或取消指示，但是，儘管本公司已確認有關修改或取消指示，也並不能保證該修改或取消一定會發生，如果該修改或取消沒有發生，客戶仍然要對其最初作出的指示負責。

- 2.6 In the case the Internet Trading Service is not available, the Client shall place its Instructions through other channels.

如果互聯網交易服務未能使用，客戶將以其他方式發出指示。

- 2.7 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. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, the Client should ask the firm with which the Client deals for details in this respect.

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

### 3. Provision of Information

資訊的提供

- 3.1 The Company may convey Information to the Client by Internet Trading Service. The Client may be charged a fee for Information the Company provides that has been obtained from Exchanges, markets and from other third-parties that transmit Information (collectively referred to as the "Information Providers").

本公司可通過互聯網交易服務向客戶傳遞資訊，客戶可能會被收取從交易所、市場及其他傳輸資訊的第三方（統稱為“資訊供應者”）獲得並提供給客戶使用的資訊的一定費用。

- 3.2 The Information is the property of the Company, the Information Providers or others and is protected by copyright. The Client shall:

資訊乃是本公司、資訊供應者或其他人士的財產，受版權保護，客戶應：

- (i) not upload, post, reproduce or distribute any Information, software or other material protected by copyright or other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; and

在未獲得這些權利擁有人的同意前，不得上載、貼上、複製或分發任何受版權或其他知識產權（以及公開權及私穩權）所保障的任何資訊、軟件或其他資料；及

- (ii) not use the Information or any part thereof other than for its own use or in the ordinary course of its own business.

不得將資訊或其中的任何部分用於並非其本身用途或並非其本身日常業務之用途。

- 3.3 The Client agrees not to:

客戶同意不會：

- (i) reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or



commercially exploit the Information in any manner without the express written consent of the Company and the relevant Information Provider(s);

在未獲得本公司和有關資訊供應者的明確書面同意之前，以任何方式複製、再發、傳播、出售、分發、出版、廣播、傳閱或在商業用途利用資訊；

- (ii) use the Information for any unlawful purpose;  
將資訊用於任何非法目的；

- 3.4 The Client agrees to comply with reasonable written requests by the Company to protect the Information Providers' and the Company's respective rights in the Information and the Internet Trading Service.

客戶同意將遵守本公司的合理書面要求，以保護資訊供應者及本公司各自在資訊和互聯網交易服務中的權利。

- 3.5 The Clients shall comply with such reasonable directions as the Company may give from time to time concerning permitted use of the Information.

客戶將遵守本公司不時作出的有關允許使用資訊的合理指示。

#### 4. Intellectual Property Rights

##### 知識產權

- 4.1 The Client acknowledges that the Internet Trading Service, and any software comprised in it, is proprietary to the Company.

客戶承認，互聯網交易服務及其中包括的任何軟件乃屬本公司專有。

- 4.2 The Client warrants and undertakes that it shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise after in any way, and shall not attempt to gain unauthorized access to, any part of the Internet Trading Service or any of the software comprised in it. The Client agrees that the Company shall be entitled to terminate this Internet Trading Agreement if at any time the Client breaches, or if the Company at any time reasonably suspects that the Client has breached, this warranty and undertaking.

客戶保證並承諾，他將不會以任何方式試圖篡改、修改、解編、倒序製造、或以其他任何方法改動該等軟件，亦不會試圖在未經授權下接達互聯網交易服務或內裏包含的軟件的任何部分，客戶同意，若客戶在任何時候違反了此保證及和承諾，或若本公司在任何時候有合理理由懷疑客戶已違反了此保證及和承諾，本公司將有權終止本互聯網交易協議。

- 4.3 The Client undertakes to notify the Company immediately if the Client becomes aware that any of the action described in Clause 4.2 hereinabove is being perpetrated by any other person.

客戶保證客戶知道有人作出上述4.2條款之行動時，會馬上通知本公司。

#### 5. Limitation of Liability and Indemnification

##### 責任及賠償限制

- 5.1 The Clients agrees, understands and acknowledges that the Company shall not be liable to the Client if the Client is not able to access its account information or request a transaction through the Internet Trading Service.

客戶明白、同意及承認本公司不會對客戶不能存取客戶之帳戶資料及透過互聯網交易服務要求負責。

- 5.2 The Company, its Associates, its Correspondent Agents and the Information Providers shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation:

本公司、其業務代理、以及資訊供應者對由於難以合理控制的情況而使客戶遭受任何損失、開支、費用或責任概不負責，這些情況（包括但不限於）：

- (i) **delays, failure or inaccuracies in transmission of communications to or from the Company through telephone, Internet Trading or other systems that are not under their control;**  
通過不受本公司控制的電話、互聯網交易或其系統與本公司進行通訊往來的延誤、失靈或不準確；
- (ii) **delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other Information prepared by Information Providers;**  
資訊供應者提供的股市研究、分析、市場數據及其他資訊的延誤、不準確、遺漏或缺乏；
- (iii) **unauthorized access to communications systems, including unauthorized use of the Client access number(s), password(s), and/or account numbers; and**  
未經授權下進入通訊系統，包括未經授權下使用客戶的接入號碼、密碼、和／或帳戶號碼；及
- (iv) **war or military action, government restrictions, labor disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.**  
戰爭或軍事行動、政府限制、勞資糾紛或任何市場或交易所被關閉或中斷、惡劣的天氣情況及天災。

- 5.3 The Client agrees to defend, indemnify and hold the Company, its Associates, its Correspondent Agents and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from the Client's violation of the Client Agreement(s) and this Internet Trading Agreement, applicable securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Internet Trading Agreement.

客戶同意，如因客戶違反客戶協議（包括本互聯網交易協議），適用的證券法例或規例、或任何第三者權利包括（但不限於）任何版權侵犯、對任何知識產權的侵犯以及對任何私穩權的侵犯，而使本公司、其業務代理及資訊供應者遭受的任何或所有索償、損失、責任、開支及費用（包括但不限於律師費），客戶將就此對其作出賠償，及保證本公司、其業務代理及資訊供應者不會因此而招致任何損失，即使終止本互聯網交易協議，客戶在此的責任仍然有效。

- 5.4 The Client accepts that while the Company endeavors to ensure the accuracy and reliability of the Information provided, the Company does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage from any inaccuracies or omissions.

客戶接受，儘管本公司已盡力確保所提供資訊準確性和可靠性，本公司並不能絕對保證這些資訊準確和可靠，及對由於資訊出現任何不確或遺漏而導致的任何損失或損害，本公司概不承擔責任（無論是從民事過失、合約或其他法律上）。

## 6. Laws and rules 法例及規例

If the Client places any orders to the Company outside Hong Kong, the Client agrees to ensure and represents that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's orders are given. The Client further agrees that

when in doubt, the Client shall consult with legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any instructions and that the Company shall not be liable for any of such cost.

倘客戶向本公司發出任何指令的地點為香港以外的地方，客戶同意確保及表明該等指令的發出將遵從於客戶發出指令的有關司法管轄區的任何及一切適用法律，而客戶更同意客戶遇有疑問時，應於有關司法管轄區諮詢或取得法律及專業意見。客戶同意支付就有關任何指示可能須繳付稅項或收費，本公司並不須就該等費用負上任何責任。

## 7. Termination of Internet Trading Service

### 互聯網交易服務之終止

7.1 The Company reserves the right to terminate the Client's access to the Internet Trading Service or any portion of them in its sole discretion, without notice and without, limitation for any reason whatsoever, including but not limited to the unauthorized use of the Client's Customer ID(s), Password(s) and/or account number(s), breach of this Internet Trading Agreement or the Client Agreement(s), discontinuance of the Company's access to any Information from any Information Provider or termination of one or more agreements between the company and Information Providers.

本公司保留權利，並有絕對酌情權而無需通知及不受限制地，於任何原因，包括但不限於未經授權下使用客戶的進入號碼、密碼、和／或帳戶號碼，違反本互聯網交易協議或客戶協議，本公司取用繼續從任何資訊供應者獲得任何資訊、或本公司與資訊供應者之間的一項或多項協議被終止，終止客戶接達互聯網交易服務或其任何部分。

7.2 In the event of termination by the Company, the Information Providers, and the Company shall have no liability to the Client, provided, however, that if the termination is without cause the Company will refund the pro rata portion of any fee that may have been paid by the Client for the portion of the Internet Trading Service not furnished to the Client as of the date of such termination.

若本公司終止互聯網交易服務，資訊供應者及本公司將無需向客戶承擔任何責任，然而，若是在無任何理由下終止服務，本公司應按比例向客戶退還其已為互聯網交易服務而支付，但由於終止服務日期起計尚未使用那一部分的費用。

## 8. Risk Disclosure

### 風險披露聲明書

The Client hereby understands and acknowledges that: -

客戶明白：-

(1) Due to unpredictable traffic congestion of the Internet, an inherently unreliable medium of communication and that such unreliability is beyond the Company's control, there is a risk that communication over the Internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by the Company to minimize this risk, the Company accepts no responsibility for any loss which may be incurred by the Client as a result of interruptions or delays or unauthorized access. The Client should not place any instruction with the Company over the Internet if the Client is not prepared to accept such risk.

由於無法預計互聯網的通訊量，故屬一個存在不可靠因素的通訊媒介，而該等不可靠因素亦非本公司所能控制，互聯網的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然本公司採取措施將此一風險減至最低限度，但對於客戶因上述中斷、延誤或未經授權取得的結果而使客戶招致任何損失，本公司不承擔任何責任。倘若客戶不準備接受上述風險，客戶不應在互聯網向本公司作出任何指示。

(2) Trading on an Internet Trading system may differ from trading on other Trading systems. If the Client undertakes transactions on an Internet Trading system, the Client 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 the Client's order is either not executed according to the Client's instructions or is not executed at all.

透過某個互聯網交易系統進行買賣，可能會與透過其他互聯網交易系統進行買賣有所不同。如果客戶透過某個互聯網交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致客戶的交易指示不能根據指示執行、甚至完全不獲執行。

- (3) While the Company and all related parties endeavor to ensure the accuracy and reliability of the information provided through the system, there is no guarantee that such information is accurate and reliable and that the Company and related parties do not accept and liability (whether in text or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

本公司及所有有關人士致力確保該系統所提供資料的準確性及可靠性，惟資料的準確性及可靠性並無保證、且本公司及所有有關人士概不須就任何因不準確或錯漏所產生的任何損失或損毀承擔任何責任（不論以文本或合約或其他形式）。

## 9. General

### 一般事項

- 9.1 Where any conflict arises between the Client Agreement(s) and the provisions of this Internet Trading Agreement, the provisions of the latter shall prevail. The Client hereby agrees, confirms and acknowledges that the Internet Trading Agreement forms an integral part of the Client Agreement(s).

如客戶協議與本互聯網交易協議之條款有任何衝突，以後者之條款為準。客戶在此同意、承認、確認互聯網交易協議為客戶協議組成之一部份。

- 9.2 In the event of any dispute between the parties, the Client agrees that the records of the Company (including Internet Trading records) shall prevail.

倘若雙方出現任何爭議，客戶同意以本公司的記錄（包括互聯網交易記錄）為準。

- 9.3 The Company may change the terms in this Internet Trading Agreement from time to time by giving the Client reasonable notice in writing or via Internet Trading Service.

本公司可不時修改本互聯網交易協議之條款，並會以書面方式或透過互聯網交易服務向客戶發出合理通知。

- 9.4 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires:

本協議標題之加入，只供參考及將不能影響本合同的結構及解釋。在本合同中，除非內容另有指明外：

- (i) words denoting the singular include the plural and vice versa; and  
文字包括眾數及單數；及
- (ii) words importing one gender include every gender.  
文字包括所有性別。

- 9.5 If there is a discrepancy between the English and Chinese versions of this Agreement, the English version shall prevail.

本協議之中英文版本文義如有歧義，請以英文版本為準。

## 10. Governing Law

### 法律

This agreement is governed by and construed in accordance with the laws of Hong Kong Special

Administrative Region and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不可撤回地同意接受香港特別行政區法院的非獨佔性司法管轄權的約束。

# TAX INFORMATION AND COMMON REPORTING STANDARD

## ADDENDUM TO BULLION CLIENT'S AGREEMENT

### 金業客戶協議書的稅務信息與共同匯報標準附件

“Account” means any account opened or to be opened and maintained in the name of the Client pursuant to the above Agreement;

「帳戶」指根據以上協議的規定，任何以客戶名義開立或開立並維持的帳戶；

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

「帳戶資料」指關於帳戶的任何資料，包括但不限於帳戶號碼、帳戶結餘或價值、帳戶的總收入和收支。

“Applicable Laws and Regulations” means:

「適用法律法規」指：

- (i) any applicable local or foreign law, ordinances, regulations, demand, guidance, guidelines, rules, codes of practice, (including those relating to CRS, FATCA or an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and

任何適用的本地或外地法律、憲法、法例（例如該條例）、法規、付款要求、指示、指引、守則、實務守則（例如證監會的操守準則）、指引說明、規則、附例、慣例和相關市場、政府或監管機構、交易所、結算所及／或其他機構的慣例、使用、裁斷、解釋、標準、徵費及／或行政要求（包括有關共同匯報標準，FATCA或不論是否與兩個或以上司法管轄區的政府或監管機關之間訂立的政府與政府間的協議有關的）；及

- (ii) any agreements between Fulbright Bullion Limited or its Affiliates (or that of any other Fulbright Group Companies, as the case may be) and any government or taxation authority in any jurisdiction; and including but not limited to FATCA, CRS and any agreement entered into by any Fulbright Group Company and any applicable intergovernmental agreement entered into pursuant to FATCA or CRS).

富昌金業／（或任何其它富昌集團公司）與任何司法管轄區的任何政府或稅務機關之間的協議（包括但不限於任何其它富昌集團公司按照FATCA或共同匯報標準而簽訂的任何協議）。

“Authority” means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organization, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong.

「機關」指不論在香港以內或以外的任何管轄區的任何全國、國家或當地政府、其任何政治分部、任何代理、機關、媒介（不論是司法還是行政的）、監管或自我監管機構、執法機關、法院、中央銀行或稅務或稅收機關。

“Consenting Person” means the Client and any Person other than the Client who is beneficially interested or financially interested in the payments with respect to the Account.

「同意人士」指客戶及除客戶以外對於帳戶的各項付款有實益權益或財務權益的任何人。

“Controlling Person” means the natural person(s) who exercise control over the Client who is an entity. In the case of a trust, it means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions.

「控權人」指對作為實體的客戶行使控制權的自然人。就信託而言，「控權人」指屬該信託的財產授予人、受託人、保護人（如有的話）、受益人或某類別受益人的成員的個人；及任何能對該信

託的管理行使實際最終控制權的自然人，就並非信託的法律安排而言，「控權人」指處於相等或相似位置的人士。

“CRS” means

「共同匯報標準」指

- (i) the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard; or  
經濟合作與發展組織財務帳戶信息自動交換標準；或
- (ii) any legislation of any jurisdiction giving effect to, or otherwise relating to the aforementioned Common Reporting Standard.  
任何管轄區為實行上述標準而制訂或以其他方式涉及上述標準的任何法律。

“FBL” means Fulbright Bullion Limited.

「富昌金業」指富昌金業有限公司。

“FSL” means Fulbright Securities Limited.

「富昌證券」指富昌證券有限公司。

“FFL” means Fulbright Futures Limited.

「富昌期貨」指富昌期貨有限公司。

“Fulbright Group Companies” means any affiliated entity of FBL (including, but not limited to, FSL, FFL or any other associated company) deemed under FATCA and Fulbright Group Company means any one of them.

「各富昌集團公司」指富昌金業在 FATCA 下的任何聯屬實體(包括但不限於富昌證券、富昌期貨或任何其他關聯公司)；而「富昌集團公司」則指他們任何之一。

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

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

“Person” means an individual, corporation, company, partnership, joint venture, trust, estate, limited liability company, unincorporated organization or other entity.

「人士」指個人、法團、公司、合夥業務、合資企業、信託、產業、有限責任公司、非法團組織或其他實體。

“Personal Information” in respect of the Client any Controlling Person or Consenting Person

「個人資料」，關於客戶、任何控權人和任何同意人士而言：

- (i) where the Client, and any Consenting Person is an individual, Personal Information include his/her full name, date and place of birth, residential address, mailing address, contact information (including telephone number), and any ID and passport numbers, taxpayer identification number(s), social security number, nationality(ies), citizenship(s), residency(ies) and tax residency(ies) or (if applicable) such information as FBL and/or its Affiliates may reasonably require regarding the Client and any Controlling Person or Consenting Person;  
如客戶、任何控權人和任何同意人士是個人，個人資料是指其全名、出生日期和地點、住址、郵遞地址、聯絡資料(包括電話號碼)、任何身份證及護照號碼，以及任何稅務識別號碼、社會保障號碼、國籍、公民權、居民權及稅務居地證或(如適用)富昌金業或/及其聯屬人合理要求提供關於客戶、任何控權人和任何同意人士的資料；

- (ii) where the Client and any Consenting Person is a corporate/entity, its date and place of incorporation or formation, registered address, mailing address, residency(ies), address of place of business, tax identification number, tax status, tax residency, registered address, address of place of business or (if applicable) such information as FBL and/or its Affiliates may reasonably require.

如客戶、任何控權人和任何同意人士是法團/實體，是指其註冊成立或組成的日期和地點、註冊地址、業務地址或地點、稅務識別號碼、稅務狀況、稅務居地、註冊地址、郵寄地址、居住地、業務地址或地點或（如適用）富昌金業或／及其聯屬人合理要求提供關於其每名大股東和控權人的資料。

“Tax Information” in respect of the Client, any Controlling Person or Consenting Person, means: 「稅務資料」，就客戶、任何控權人和任何同意人士而言，指：

- (i) any documentation or information (and accompanying statements, waivers and consents as FBL and/or its Affiliates may from time to time require or as the Client, any Controlling Person or Consenting Person from time to time give) relating, directly or indirectly, to the tax status of the Client, any Controlling Person or Consenting Person;

直接或間接關於客戶、任何控權人和任何同意人士的稅務狀況的任何文件或資料（以及富昌金業或／及其聯屬人不時要求或客戶、任何控權人和任何同意人士不時給予的隨附報表、豁免及同意）；

- (ii) Personal Information of the Client, any Controlling Person or Consenting Person; and (iii) Account Information.

客戶、任何控權人和任何同意人士的個人資料；及(iii)帳戶資料。

“OECD” means The Organisation for Economic Co-operation and Development. The OECD has developed the rules to be used by all governments participating in the CRS and these can be found on the OECD’s Automatic Exchange of Information (AEOI) website: [www.oecd.org/tax/automaticexchange/](http://www.oecd.org/tax/automaticexchange/) 「OECD」指經濟合作與發展組織。經濟合作與發展組織為參與使用共同匯報標準的各國政府制定規則，規則詳情可瀏覽經濟合作與發展組織的自動交換資料（AEOI）網站上：[www.oecd.org/tax/automatic-exchange/](http://www.oecd.org/tax/automatic-exchange/)

1. The Client must provide FBL and/or its Affiliates with its Personal Information, and where reasonably required by FBL and/or its Affiliates, of any Controlling Person or Consenting Person, in such form and within such time, as FBL and/or its Affiliates may from time to time require.

客戶必須按照富昌金業或／及其聯屬人不時要求的格式和時間，向富昌金業或／及其聯屬人提供其個人資料，而如富昌金業或／及其聯屬人合理要求，同時提供任何控權人或任何同意人士的個人資料。

2. When there is a change or addition to its Personal Information, and, where applicable, of any Controlling Person or Consenting Person, the Client must update FBL and/or its Affiliates promptly (and in any event no later than 30 days from the date of the change or addition) of the change or addition.

如其個人、任何控權人或任何同意人士資料有更改或增加及如適用時，客戶必須及時（及無論如何不遲於更改或增加之後 30 天）向富昌金業或／及其聯屬人提供所更改或增加的資料。

3. The Client must, and, where applicable, procure such other Controlling Person or Consenting Person to, complete and sign such documents and do such things as FBL and/or its Affiliates may reasonably require from time to time for purposes of compliance with any Applicable Laws and Regulations.

客戶必須及（如適用者）促使其他控權人或同意人士按照富昌金業或／及其聯屬人為了符合任何適用法律法規而不時提出的合理要求，填寫和簽署文件和作出事情。

4. The Client agrees that FBL and/or its Affiliates may directly require any other Controlling Person



or Consenting Person to provide or confirm accuracy of their Personal Information without involving the Client if FBL and/or its Affiliates reasonably consider it to be appropriate.

客戶同意，如富昌金業或／及其聯屬人合理認為合適，富昌金業或／及其聯屬人可直接要求任何其他控權人或同意人士提供他們的個人資料或確認他們的個人資料真確，而無須牽涉客戶。

5. The Client agrees that any Fulbright Group Company may (i) collect and maintain information; (ii) report the Account or disclose Tax Information relating to himself and any other Controlling Person or Consenting Person to any Authority in any jurisdiction for the purpose of ensuring compliance with Applicable Laws and Regulations on the part of FBL, its Affiliates, or on the part of any Fulbright Group Company.

客戶同意，任何富昌集團公司可以為了確保富昌金業一方、其聯屬人或任何富昌集團公司一方符合適用法律法規而(i)收集及維護資料；(ii)匯報其帳戶或披露關於他自己及任何其他控權人或同意人士的稅務資料給任何管轄區內的任何機關。

6. The Client waives, and, where reasonably required by FBL and/or its Affiliates, agree to procure any other Controlling Person or Consenting Person to waive, any applicable restrictions which would otherwise hinder FBL's, its Affiliates', or any Fulbright Group Company's ability to disclose Tax Information in the manner described in paragraph 5.

客戶放棄並(如富昌金業或／及其聯屬人合理要求)同意促使任何其他控權人或同意人士放棄任何適用的限制，否則此等限制會阻礙富昌金業、或、其聯屬人或任何富昌集團公司按照第5段說明的方式披露稅務資料的能力。

7. The Client agrees that FBL and/or its Affiliates may directly require any other Controlling Person or Consenting Person to agree to the reporting or disclosure described in paragraph 5 and/or waive any otherwise applicable restrictions on such disclosure, if FBL and/or its Affiliates reasonably consider it to be appropriate.

客戶同意，如富昌金業或／及其聯屬人合理認為合適，富昌金業或／及其聯屬人可直接要求任何其他控權人或同意人士同意作出第5段說明的匯報或披露及／或放棄任何如非這樣便適用的披露限制。

8. The Client agrees that FBL and/or its Affiliates may take one or more of the following actions at any time if it considers necessary or desirable to comply with all Applicable Laws and Regulations:

客戶同意，如富昌金業或／及其聯屬人認為必要或合宜以符合所有適用法律法規，可以隨時採取以下一種或多種行動：

- (a) deduct from or withhold part of any amounts payable to the Client under the Account;  
自帳戶中部分扣減或預扣任何應付給客戶的金額；
- (b) terminate the Account and discontinue entirely or in part FBL's relationship with the Client;  
終止帳戶和完全或部分中止富昌金業或／及其聯屬人與客戶的關係；
- (c) report or provide (whether before or after the termination of the Account) the Tax Information relating to the Client and/or any of the Controlling Person or Consenting Persons to such Authority in any jurisdiction, as may be required for FBL and/or its Affiliates to ensure compliance with any Applicable Laws and Regulations.  
為了富昌金業或／及其聯屬人確保符合任何適用法律法規的需要，(不論在帳戶終止之前或之後)匯報或提供關於客戶及／或任何控權人或同意人士的稅務資料給任何管轄區的機關。

9. The Client confirms and agrees that, without prejudice to any other provisions of the Terms and Conditions:

客戶確認並同意，在不影響條款及條件的任何其他條文下：

- (a) he has read this Addendum, has received adequate explanation from FBL (or the Client's

broker, lawyer, or tax advisor, as applicable), and understands the implications of this Addendum by which he irrevocably agrees to be bound;  
他已閱讀本附件、從富昌金業（或客戶的經紀、律師或稅務顧問（以適用者為準））方面收到足夠的解釋，並且明白本附件的含意，而他不可撤銷地同意受其約束；

- (b) any agreement, waiver, confirmations given in, or to be given pursuant to, this Addendum are irrevocable;  
本附件內或按照本附件而作出的任何協議、放棄或確認均不可撤銷；
- (c) no Fulbright Group Company, including FBL nor its Affiliates, shall be liable for any costs or loss that the Client (or any other Controlling Person or Consenting Persons) may incur because of a Fulbright Group Company taking any actions permitted by or exercising any powers under this Addendum;  
任何富昌集團公司包括富昌金業或/及其聯屬人均無須對客戶（或任何其他控權人或同意人士）因為某富昌集團公司採取本附件許可的任何行動或行使本附件下的任何權力而產生的任何費用或損失負責；
- (d) the amount (if any) payable by FBL and/or its Affiliates where FBL and/or its Affiliates exercises its right to terminate the Account under this Addendum may differ from the amount payable where the Client surrenders or terminates the Account pursuant to other provisions of the Terms and Conditions;  
當富昌金業或/及其聯屬人行使本附件下的權利終止帳戶時，富昌金業/ 或/及其聯屬人應付的金額（如有）可以與客戶按照條款及條件的其他條文放棄或終止帳戶時應付的金額不同；
- (e) the Client must obtain or, as the case may be, have obtained the requisite consent from each Controlling Person and/or Consenting Person for the provision of his/her Tax Information to FBL and/or its Affiliates and the disclosure of any of such Tax Information by FBL and/or any Fulbright Group Company under this Addendum;  
客戶必須取得或（視情況而定）已經取得所需的每名控權人及/或同意人士的同意，將其稅務資料提供予富昌金業或/及其聯屬人，以及讓富昌金業/或任何富昌集團公司在本附件下披露任何此等稅務資料；
- (f) the Client must inform each Controlling Person and/or Consenting Person of FBL 's and/or its Affiliates' powers under this Addendum;  
客戶必須將富昌金業或/及其聯屬人於本附件下的權力通知每名控權人及/或同意人士；及
- (g) the Client agrees and warrants that it will provide accurate and complete Personal Information and Tax Information including any declaration of tax residency(ies) to FBL under this Addendum;  
客戶同意並保證將按照本附件向富昌金業提供真確及完整的個人資料和稅務資料，包括任何稅務居地證聲明；
- (h) the Client agrees that his obligation under this Addendum, including without limitation the obligation to provide information and documentation to FBL and to notify FBL within 30 days of any change in the Personal Information and Tax information relating to his account, constitutes a continuing obligation under the Terms and Conditions; and  
客戶同意按照本附件列明的義務，包括但不限於向富昌金業提供資料和文件的義務，並於其個人資料及稅務資料有任何更改後 30 天內通知富昌金業，以構成條款下的持續責任；及
- (i) FBL and/or its Affiliates may report the Tax Information or disclose any and all information related to the Account to any government or tax authority (whether within or outside Hong Kong) and whether before or after the exercise of a termination right under this Account

by FBL .

富昌金業或／及其聯屬人可以匯報稅務資料或披露任何及所有關於帳戶的資料給任何政府或稅務機關，不論該機關在香港以內或以外，也不論是在富昌金業或／及其聯屬人行使該帳戶下的終止權之前或之後。

10. The Client agrees that FBL may gather, store, use, process, disclose and report to the any Authority or any other person such information (including any information relating to any of the Account(s) with FBL and any transaction or dealing with the Client and the personal data of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client) necessary or helpful for FBL to comply, as a result of the Client's US tax status or the status of any beneficial owner of the Client, with any obligation that FBL has or may become subject to in the future, whether in accordance with the provisions of any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process, or assumed by FBL pursuant to an agreement with the another Authority, to provide information or documentation, or necessary or helpful for FBL to avoid or minimize the application of the FATCA Withholding Tax on payments that FBL may receive or that FBL may make to the Client.

客戶同意富昌金業可收集、儲存、使用、處理、向任何機關或任何其他人披露及報告，可以或有助富昌金業，根據客戶或任何客戶的受益者之美國稅務狀況，遵循未來必須或可能承擔的義務之資訊(包括任何有關客戶在富昌金業的帳戶及任何與客戶間的交易或商業往來資料，以及任何客戶的直接或間接受益者、受益人或控制人的個人資料)，此等義務包括依據任何法律、指令、法規、規則、司法或行政命令、判決、命令、政府法案、批准、裁定、令狀或其他司法或行政執行的程序，或富昌金業與機關的約定，去提供資料或文件，或其他必須或有益的資訊以使富昌金業在可能收取的款項或富昌金業/可能支付給客戶的款項上，可以避免或減少FATCA扣繳稅的應用。

11. The Client agrees to provide FSL, within 90 days upon FBL's request, with:

客戶同意在收到富昌金業要求後 90 日內，提供：

- (a) any documentation or information relating to its identity and tax status and that of any person who is a direct or indirect beneficial owner, beneficiary or controlling person of the Client (including IRS Forms W-9, W-8BEN and W-8IMY or other self-declaration form);  
任何有關客戶身份及稅務狀況以及任何客戶的直接或間接受益者、受益人或控制人之文件或資料(包括IRS 表格W-9, W-8BEN 與W-8IMY) ;
- (b) any documentation or information relating to the direct or indirect ownership or holding of any of the Account(s) with FBL or any product, service, assistance or support whatsoever provided by FBL to the Client from time to time; and  
任何有關客戶在富昌金業帳戶的直接或間接擁有者或持有者，或有關富昌金業不時提供客戶之商品、服務、協助或資助等之文件或資料；
- (c) such written consents and waivers of applicable data protection legislation or other rules or regulations in a form provided or approved by FBL from the Client's direct and indirect beneficial owners for the purpose of permitting FBL to take the actions set forth in Clause 10.

為了允許富昌金業執行第 10 條規定，由客戶直接或間接受益者，以富昌金業同意或核准的表格，出具之豁免適用之個人資料保護法律或其他法例或規則之書面同意或豁免。

12. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Terms and Conditions.

除非本文件內另有定義，否則所有大楷書寫的字詞應具有條款及條件內列明的意思。

13. This Addendum, as amended and/or supplemented from time to time, shall become an integral part of all contracts, agreement and other binding arrangements which you enter into with FBL.

FBL shall notify you of any material changes although it shall be your responsibility to ensure that you are referring to the current version of the Addendum, which will be made available on our corporate website at: <http://www.fbgold.com.hk/>

本附件屬閣下與富昌金業簽訂的所有合同、協議及其他具約束力的安排的組成部分。富昌金業有權於任何時間對本附件的任何條款進行增加、修改或刪除。任何修改將會顯示在富昌金業的網站內 <http://www.fbgold.com.hk/>。富昌金業會就本附件的任何重大更改通知客戶，雖然查看附件的現行版本是客戶的責任。

14. In the event of any inconsistency between the provisions of this Addendum and the Agreement, the provisions of this Addendum will prevail.

倘若本附件的條文與協議的有任何不符之處，以本附件的條文為準。

**Fulbright Bullion Limited (the “Company”)**  
**PERSONAL INFORMATION COLLECTION STATEMENT**  
**富昌金業有限公司 (“本公司”)個人資料收集聲明**

This Statement is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong Special Administrative Region) ("Ordinance") in relation to the supply of client's personal data to the Company for the opening or maintaining of client account(s) ("the Account") for trading and related services with the Company.

此聲明是依照香港特別行政區法例第 486 章個人資料 (私隱) 條例 ("條例") 作出的。它是關於客戶在本公司開立或持續操作帳戶("帳戶")以作交易買賣及有關服務時向本公司提供個人資料的聲明。

**1 Purposes of Collection**  
收集目的

The personal data provided by the Client to the Company and in any documentation which comes into existence as a result of the Client's opening or maintaining of account with the Company, will be used for the following purposes:

客戶因在本公司開設或持續操作帳戶而向本公司提供的個人資料，或任何文件列載的個人資料將被用作以下用途：

- 1.1 opening, management and continuous operation of Client's account;  
開立、管理及延續客戶之帳戶；
- 1.2 buying, selling, investing, conducting transactions, providing custody, handling and processing of precious metals trading on behalf of Client;  
代為購買、出售、投資、交易、保管、處置及辦理貴金屬的交易；
- 1.3 ensuring Client's ongoing credit worthiness;  
確保客戶的信譽維持良好；
- 1.4 designing financial services or related products for Client;  
為客戶設計金融服務或相關產品；
- 1.5 collecting of amounts outstanding from Client or any guarantors;  
向客戶及對客戶之對客戶擔保人士追收欠款；
- 1.6 enforcing disclosure of information requirements in compliance with application laws, regulations or rules;  
根據集團任何成員須遵守之法例、法規或規則作出披露；
- 1.7 maintaining Client's credit history for present or future reference;  
維持客戶的信貸紀錄供現時或將來參考之用；
- 1.8 direct marketing and/or cross-selling of the financial and investment products and services provided by the Company and/or any of companies in the Group as stated under Paragraph 3 hereinbelow; and/or  
在以下第3段所述的直接促銷及／或交叉銷售本公司及／或其他任何本集團的聯繫公司的財務、投資產品及服務及／或
- 1.9 any other additional and related purposes.  
其他附帶及相關的目的。

## 2 The Obligation to Provide Personal Data 提供個人資料的責任

- 2.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.  
客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需個人資料，本公司可拒絕為客戶開設或持續操作帳戶或提供有關的服務。
- 2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client's obligations under the Ordinance.  
鑒於客戶在條例下的責任，當向本公司提供個人資料時，客戶須確認所提供的資料正確。

## 3 Use of Data in Direct Marketing 在直接促銷中使用資料

The Company intends to use the Client's data in direct marketing and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

本公司擬把客人的資料用於直接促銷，而本公司為該用途須獲得客人同意（包括表示不反對）。就此，請注意：

- (i) the name, contact details, financial background and demographic data of the Client held by the Company from time to time may be used by the Company in direct marketing;  
本公司將不時持有客戶的姓名、聯絡資料、財務背景及人口統計數據用於直接促銷；
- (ii) the following classes of services, products and subjects may be marketed: financial, investment, insurance, real estate related services and products;  
可用作促銷下列類別的服務、產品及項目：財務、投資、保險及房地產相關服務與產品；
- (iii) the above services, products and subjects may be provided or solicited by the Company and/or any other member of the Group (including but not limited to Fulbright Securities Limited, Fulbright Futures Limited, Fulbright Asset Management Limited, Fulbright Finance Limited, Fulbright Mortgage Limited, Fulbright Wealth Management Limited, Fulbright Immigration Consulting Limited and Fulbright Property Agency Limited); and  
上述服務、產品及項目或會由本公司及／或任何其他本集團成員（包括但不限於富昌證券有限公司、富昌期貨有限公司、富昌資產管理有限公司、富昌財務有限公司、富昌按揭有限公司、富昌財富管理有限公司、富昌移民有限公司及富昌地產代理有限公司）提供或徵求；及
- (iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (i) above to all or any of the persons described in paragraph (iii) above for use by them in marketing those services, products and subjects, and the Company requires the Client's written consent (which includes an indication of no objection) for that purpose.  
除促銷上述服務、產品及項目之外，本公司亦擬將以上(i)段所述的資料提供予以上(iii)段所述的全部或任何人士，以供該等人士用作促銷該等服務、產品及項目，而本公司為此用途須獲得客戶書面同意（包括表示不反對）。

If the Client does not wish the Company to use or provide to other persons his/her personal data for use in direct marketing as described above, the Client may exercise his/her opt-out right by notifying the Company at any time and without charge.

如客戶不欲本公司如上述將其資料用於或提供予其他人士作直接促銷用途，客戶可隨時通知本公司以行使其拒絕直接促銷的權利，此安排並不收取任何費用。

To opt-out from the Company using or providing the Client's data to other persons for use in direct marketing, please fill out Direct Marketing-Consent/Opt Out Request Form and return it to the Company. The Client's request shall apply to all personal account(s) maintained by the Client at the Company.

若客戶不欲本公司將客戶的資料用於或提供予其他人士作直接促銷用途，客戶可填妥直接促銷 - 同意／拒絕要求表格並交回該表格。此項要求適用於客戶在本公司開設的所有個人帳戶。

#### 4 Access to Personal Data/Opt-out for Direct Marketing

查閱個人資料／拒絕使用作直銷推廣

4.1 In accordance with the terms of the Ordinance, the Client may request access to the personal data supplied by the Client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request; and

根據條例的規定，客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求；及

4.2 The Client may opt out his/her personal data to be used for direct marketing at any time by giving notice and without charge to the Company and such notice shall take effect upon the expiry of 3 business days from the date of the Company's actual receipt for such notice.

客戶可以隨時在不收費下通知本公司拒絕客戶的個人資料被用作直接促銷之用及該等通知生效日期為以本公司真正收到該等通知後之 3 個營業日起生效。

#### 5 Enquiries

查詢

The Company intends to use the Client's data in direct marketing and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

本公司擬把客人的資料用於直接促銷，而本公司為該用途須獲得客人同意(包括表示不反對)。就此，請注意：

5.1 Enquiries concerning the personal data provided by the Client to the Company, including the request for access and correction, should be addressed to: -

如客戶對向本公司提供的個人資料有任何疑問，包括查閱及改正該等個人資料，可致函：

Data Protection Officer

資料保護主任收

Fulbright Bullion Limited

富昌金業有限公司

Unit 401A, 4/F, Ka Wah Bank Centre, No. 232 Des Voeux Road Central, Hong Kong

香港中環德輔道中232號嘉華銀行中心4樓401A室

Tel: 3970 9898

電話號碼：3970 9898

Fax: 2180 9168

傳真號碼：2180 9168

(In case of discrepancies between the English and Chinese versions of this Statement, the English version shall prevail.)

((如本聲明中英文版本有任何歧義，概以英文版本為準。))

