



**Bacera Bullion Limited**

百滙金業有限公司

Client Agreement

客戶合約書

## **Risk Disclosure Statement and Disclaimers/風險披露聲明書**

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

這份簡短的聲明並沒有全面披露關於金屬交易的所有風險以及其他重要方面。基於這些風險，您應該只有在瞭解了將要簽訂的合同的性質（及達成的契約關係）以及會涉及的風險程度以後才進行這類交易。金屬交易並不適合所有人。您應該根據您的經驗、資金來源、目標以及其他相關情況來仔細考慮這些交易是否適合您。

### 1. Risk of Margin Trading

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

1. 保證金交易的風險。用押金的方式為交易提供資金會有相當大的損失風險。您遭受的損失可能會超過您在登記人處抵押的現金以及任何其他資產。市場條件可能會導致無法執行應急命令，如“止損”或“止贏”命令。您可能會接到通知要求立即存入額外保證金或支付利息。如果必需的保證金存款和應付利息沒有在規定的時間內支付，您的抵押可能會在不經您同意的情況下被強制清算。而且，您仍然需要負責您帳戶裏任何的赤字以及利息的支付。因此，您應該根據您自己的財務狀況以及投資目標仔細考慮這種資金安排是否適合您。

### 2. Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

2. 佣金以及其他費用。在您開始交易之前，您應該瞭解清楚所有佣金、收費以及其他您應付的費用。這些收費將會影響到您的淨利潤（如有）或增加您的損失。

### 3. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdictions) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currencies.

3. 貨幣風險。在外幣合約交易中的利潤或損失（無論這些合約是在您所在的地區或其他地區交易）將會受到貨幣匯率波動的影響，在此有需要將合約的票面貨幣轉換成其他貨幣。

### 4. Electronic trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risk associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

4. 電子交易。在電子交易系統進行交易不僅與公開叫價市場交易不同，也與其他電子交易系統的交易不同。如果您在電子交易系統進行交易，您將面臨與此系統有關的風險包括硬體和軟體的故障。任何系統故障的結果都可能導致系統無法按照您的指示執行命令或完全沒有執行命令。

### **Charge Schedule**

Please refer to the Company's Web site for latest information

#### **收費表**

請瀏覽公司網站獲取最新資訊。

### **Contract Specifications and Margin Requirements**

Please refer to the Company's Web site for latest information

#### **合約單位及所需保證金**

請瀏覽公司網站獲取最新資訊。

## Checklist of Documents/所需文件

<u>To open a(n) 開立帳戶</u>	<u>To open a(n) 開立帳戶</u>
<input type="checkbox"/> Individual Account 個人 <input type="checkbox"/> Sole Proprietor Account 獨資 <input type="checkbox"/> Partnership Account 合夥 <input type="checkbox"/> Joint Account 聯名	<input type="checkbox"/> Corporate Account 公司
<p><b>The Client needs to provide, complete, execute or read the following:</b>  <b>客戶須簽署、提供或閱讀如下:</b></p> <input type="checkbox"/> Client Information Statement 客戶資料聲明 <input type="checkbox"/> Client Account Agreement 客戶帳戶協定 <input type="checkbox"/> Risk Disclosure Statement and Disclaimers 風險披露聲明書及免責聲明 <input type="checkbox"/> Charge Schedule 收費表 <input type="checkbox"/> Contract Specifications and Margin Requirements 合約規則及按金要求 <input type="checkbox"/> Copy of Identity Card or Passport 身份證或護照副本 <input type="checkbox"/> Address proof within the last 3 months 住宅地址證明 (三個月內) <input type="checkbox"/> Margin Deposit 開戶按金 <p>* all cheques should be crossed, non-bearer and made payable to Bacera Bullion Limited. 所有支票必須劃線並抬頭 百匯金業有限公司            * account number should be written at the back of the cheque. 支票背面請寫上戶口號碼</p> <input type="checkbox"/> (For Joint Account only) Appendix for Joint Account Holders 聯名戶口持有人附件	<p><b>The Client needs to provide, complete, execute or read the following: 客戶須簽署、提供或閱讀如下:</b></p> <input type="checkbox"/> Client Information Statement 客戶資料聲明 <input type="checkbox"/> Client Account Agreement 客戶帳戶協定 <input type="checkbox"/> Risk Disclosure Statement and Disclaimers 風險披露聲明書及免責聲明 <input type="checkbox"/> Charge Schedule 收費表 <input type="checkbox"/> Contract Specification and Margin Requirements 合約規則及按金要求 <input type="checkbox"/> Board Resolution for Account Opening 董事局確認決議之經核實副本 * Certified copy of 經核實副本 * Memorandum & Articles of Associations 公司組織章程大綱及細則 * Certificate of Incorporation 公司註冊證書 * Proof of Directorship 董事名冊正明 * Latest Annual Return 最近的周年申報表 * Business Registration Certificate 業登記證書 * Latest audited accounts 最近經審核的賬目 <input type="checkbox"/> Margin Deposit 開戶按金 <p>* All cheques should be crossed, non-bearer and made payable to Bacera Bullion Limited. 所有支票必須劃線並抬頭 百匯金業有限公司            * Account number should be written at the back of the cheques. 支票背面請寫上戶口號碼</p>

## Client Agreement / 客戶帳戶協議書

THIS AGREEMENT is made between Bacera Bullion Limited (hereinafter called "the Company") whose registered office is situated at Unit 3605, 36/F, West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong, of the one part and the party whose name, address and description are set out in the Schedule hereto (which the context permits is hereinafter collectively called the "Client") of the other part.

### WHEREAS:

(1) The Client is desirous of opening one or more accounts with the Company as the Client may decide from time to time for the dealing in Metals of all kinds and forms and

(2) The Company 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, and will act directly or indirectly for the Client in dealing in Metals as principal, upon the terms and conditions hereinafter appearing.

### NOW IT IS HEREBY AGREED as follows:

1.(a) This agreement sets out the terms and conditions to which the Client is subject upon the Client opening an account or accounts with the Company for trading Metals and leveraged foreign exchange trading.

(b) The following words and phrases used in this Agreement have the following meanings:

"Access Codes" means the password and the user code used to access the Service;

"Associated company" means the ultimate holding company of the Company and each and every subsidiary of such holding company in any parts of the world.

"Client" wherever used shall in the case where the client (s) is/are individual(s) include the client (s) and his/their respective executors and administrators and in the case where the client is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time when the client's said account or accounts are being maintained and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the clients is a corporation include such corporation and its successors.

"The Company" means such of the Company as the Client may from time to time open or maintain account(s) with, and its successors in title and assignees.

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

"Initial Margin" means the minimum amount, as may from time to time be prescribed by the Company, required to be deposited by the Client with the Company at the time of or before each trading order is placed by the Client.

"Maintenance Margin" means the minimum balance, as may from time to time be prescribed by the Company, which must be maintained for each contract by the Client subsequent to the deposit of the Initial Margin.

"Margin" means Initial Margin and (or) Maintenance Margin).

"Metals" means precious and non-precious metal in such from as the Company and the Client on which may agree to effect a transaction.

"Service" means any service provided by the Company to the Client under this agreement, including but not limited to the use of the Web Facility;

"In writing" or "written" includes handwriting, printing, telegraph, telex, fax, the Web Facility, electronic mail and any other means capable of reproducing information in a

本協議訂約方之一為百匯金業有限公司（以下簡稱「公司」），註冊辦事處位於香港中環干諾道中 168-200 號信德中心西座 36 樓 3605 室。另一訂約方之名稱、位址及資料（在文義許可之情況下統稱「客戶」）載於本協定附件。

### 基於：

1. 客戶有意在公司開設一個或多個帳戶，以不時交易各種類別和形式的金屬及

2. 公司同意不時根據客戶要求及自行酌情讓客戶開設一個或多個帳戶，並接受和維持該等按姓名、號碼或其他方式指定的帳戶，同時直接或間接地根據以下條款作為金屬買賣的當事人：

### 茲協定：

1.(a) 本協定載列客戶在公司開設一個或多個金屬買賣帳戶所須遵守之條款及條件。

(b) 在本協議中，下列各詞及片語的定義如下：

「登錄密碼」指登錄服務所採用的密碼和用戶帳號；

「聯營公司」包括公司的最終控股公司及其所有的子公司，不論在任何地方。

「客戶」一詞指，對個人而言，指客戶及其各自之財產執行人及管理人；對獨資經營商號而言，則包括獨資經營者、其財產執行人、管理人及業務繼承人；對合夥商號而言，則包括客戶開立帳戶時之合夥人、其財產執行人、管理人及此後商號不時之任何其他合夥人、其財產執行人、管理人及該合夥業務之繼承人；對法團而言，則包括該法團及其繼承者。

「公司」指為客戶不時開設及開立帳戶之公司、其業權繼承人或承讓入。

「香港」指香港中華人民共和國特別行政區。

「最初保證金」一詞指公司不時規定，客戶在發出買賣指令時或之前存入公司，作為所有金屬買賣之抵押之最低款額。

「維持保證金」一詞指客戶于存入最初保證金後就每份合約須保持由公司可不時規定之最低結餘金額。

「保證金」一詞指最初保證金及/或維持保證金。

「金屬」指公司和客戶同意可以某種形式進行買賣的貴重金屬和非貴重金屬。

「服務」指公司向客戶提供的使用網路設施的任何服務；

「書面形式」或「書面的」包括手寫、印刷、電報、電傳、傳真、網路設施、電子郵件和任何其他以有形方式複製資訊的形式；

<p>visible form;          "The Web Facility" means the electronic trading facility of the Company to provide the Service, the information contained therein and the software comprised in them.          (c) The singular includes the plural and vice versa and words importing a gender includes other genders.          2. The Client shall on demand pay the Company commissions on dealing in Metals for the Client's account at such rate as the Company may from time to time have notified the Client or otherwise prescribed by the Company as being the rate or rates applicable to the Client's account.          3. (a) An Initial Margin deposit shall be required of the Client prior to all trading orders with the Company. The Client shall deposit an Initial Margin with the company as required by the Company from time to time for all trading transactions in order to secure the due and punctual performance of his contractual commitments. For as long as the Client's account shows an open position, the Client shall maintain the Maintenance Margin in the Client's account at all times. If the Maintenance Margin is impaired, the Initial Margin amount shall be restored by the Client by depositing an additional sum immediately failing which the Company will have an absolute discretion to effect such act or acts (including but not limited to closing out all or some of the contracts transacted which or undertaken on behalf of the Client) as it deems fit to protect its interest. In such circumstances where the Client holds open positions taken out at different times the Company shall have the right to choose which positions should be liquidated and in which order. Such act or acts will be binding upon the Client as if proper instructions to effect the same had been duly given to the Company by the Client. The Client irrevocably accepts that in carrying out such act or acts aforesaid, the Company owes no duty or obligation of whatever nature to the Client to minimize or eliminate his loss. The Client shall be liable for any debit balance in any Client's account resulting from losses and any costs and expenses (including but not limited to legal costs) incurred by the Company, on a full indemnity basis, related to liquidating transactions initiated by the Company and/or arising from the Client's failure to provide cash, securities and/or other collateral as margin deposit.          (b) If the Client holds any open position, the client must be alert to any market fluctuation and ensure to keep sufficient Maintenance Margin. If there is insufficient Maintenance Margin, the Company shall try its best endeavors to notify (but without the responsibility to do so) the Client by mail, phone, facsimile, electronic message, the Web Facility or other effective communication methods to upkeep the Maintenance Margin. Whether or not the Client receives any notice from the Company, the Client must upkeep the amount of Maintenance Margin.          (c) The Company may from time to time amend the requirements of initial Margin or the Maintenance Margin and, once amended, the Client's open position, both existing and future, must comply with the new requirements. The Client agrees to maintain such collateral and/or margin as the Company may from time to time in the discretion of the Company require. The Client also agrees to pay immediately on demand any amount owing with respect to any of the Client's accounts.          4. The Company shall have the right (i) whenever in the Company's sole discretion, the Company shall consider it necessary for the protection of the Company, because of margin requirements or otherwise, or, (ii) in the event that a petition in bankruptcy, or a petition for the appointment of a receiver, is filed by or against the Client or, (iii) when an attachment is levied against the account(s) of the Client with the Company, or, (iv) in the event of the death of judicial declaration of incompetence of the Client, to:          (a) satisfy any obligation the Client may have to the Company (either directly or by way of guaranty or suretyship) out of any property belonging to the Client in the</p>	<p>「網路設施」指公司根據此附加協定所提供的電子交易設施，以及該處所包含的資訊和其中所含的軟體。          (c) 單數包含複數，反之亦然，含有性別的單詞包括其他性別。          2. 客戶須按公司向公司支付有關帳戶交易金屬之佣金，佣金費率由公司不時通知客戶或按公司規定適用於帳戶之其他費率。          3.(a) 客戶在向公司發出所有買賣指令前，必須先存入規定之最初保證金。在進行所有買賣前，客戶須確保在公司儲存有公司不時規定之最初保證金，以確保其合約承諾能夠適當及準時履行。只要帳戶尚有未平倉合約，則客戶之帳戶內在什麼時候均須保持維持保證金額。倘維持保證金額出現虧損，則客戶須立即存入額外款項，以補足規定之最初保證金，否則公司可全權決定採取其認為適當之行動（包括惟不限於結束所有或部分與客戶進行或以客戶名義訂立之合約），以保障其利益。在該等情況下，倘客戶持有不同時間訂立之未平倉合約，公司有權選擇將與其交易或代其執行的合約在沒有得到客戶的同意時斬倉，並決定斬倉次序。該等行動將作為猶如遵照客戶正式向公司發出之適當指示而作出，對客戶具約束力。客戶以不可撤回方式，接受公司在採取上述行動時，沒有任何責任或義務使客戶減少或免受損失。客戶須負責全面賠償公司因進行斬倉交易及/或因客戶無法提供現金、證券及/或其他抵押品作為保證金而令致公司蒙受之虧損及任何費用與支銷（包括惟不限於法律費用）而在任何帳戶內出現之任何虧欠款項。          (b) 如客戶持有未平倉合約時，客戶須隨時留意價格的變動及確保其戶口的維持保證金額是否足夠。如客戶的維持保證金額不足時，公司當盡力設法（但毋責任）以書面、電話、電子訊息或其他有效通訊方式通知客戶補加保證金，不論客戶是否收到公司補加保證金要求的通知，客戶必須維持足夠維持保證金額。          (c) 公司可以隨時更改最初保證金或維持保證金額的要求，一經更改，客戶帳內所有（現時及將來）未平倉的合約均須按照新規定辦理。客戶同意按公司不時的酌情要求提供抵押品及/或按金。客戶亦同意接獲要求時立即就其任何帳戶繳納任何欠款。          4. 當(i)公司按其全權酌情決定權認為基於按金需求或其他原因而有必要保障公司，或(ii)客戶提出或被提出破產或委任破產管理人之呈請時，或(iii)客戶在公司之帳戶被扣押時，或(iv)客戶死亡或法庭宣佈客戶無行事能力時，則公司有權：          (a) 以公司為客戶保管或控制之任何屬於客戶之財產償還客戶直接或以保證或擔保形式所欠公司之任何負債(b) 沽售任何或全部客戶帳戶內之買空位置，(c) 買入任何或</p>
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custody or control of the Company, (b) sell any or all positions long in the Client's account(s), (c) buy any or all positions which may be short in such account(s), and, (d) cancel any outstanding orders in order to close the account or accounts of the Client, all without demand for margin or additional margin, notice to the Client, the Client's heirs, executors, administrators, legatees, personal representatives or assigns, of sale or purchase or other notice or advertisement and whether or not the ownership interest shall be solely the Client's or jointly with others. Any sale of positions long in any account or purchase of positions short in any account may be made according to the judgment of the Company and at the discretion of the Company. It is understood that, in all cases, a prior demand or call, or prior notice of the time of sale or purchase shall not be considered a waiver of the right of the Company to sell or to buy without demand or notice as herein provided, that the Client shall at all times be liable for the payment of any debit balance owing in such account(s) with the Company upon demand, and that in all cases, the Client shall be liable for any deficiency remaining in such account(s) in the event the liquidation thereof in whole or in part by the Company or by the Client. Debit balance(s) in such account(s) shall be charged with interest thereon at the rate of 3% per calendar month and the Client shall promptly settle, upon demand, all liabilities outstanding to the Company, together with all cost of collection (including reasonable legal fees).

5. Without prejudice and in addition to any general lien, right of set-off or similar right to which the Company may be entitled by law, all of the Client's interest in any funds, or other property held by the Company for any purpose or carried by the Company in any account for the Client (either individually or jointly with others) or which may be in the possession of the Company, or in the possession of any associated company, at any time and for any purpose, including safe-keeping, shall be subject to a general lien in favor of the Company. The Company shall also have the right to sell such property (and the Company is authorized to do all such things necessary in connection with such sale) and utilize the proceeds to offset and discharge all of the obligations of the Client to the Company or to any associated company, regardless of whether any other person is interested in or the Company has made advances in connection with such property, and irrespective of the number of accounts the Client may carry with the Company. The Company shall be entitled at any time without notice to combine and/or consolidate all or any of the Client's accounts with the Company and the associated companies of the Company. In respect of any payment by the Company to offset and discharge any obligation of the Client to any associated company, the Company shall not be concerned whether or not such obligations exist, provided demand has been made on the Company shall not be concerned whether or not such obligations exist, provided demand has been made on the Company by such associated company. **Without limiting or modifying the general provisions of this Client Account Agreement, the Company is hereby specifically authorized to transfer any sum or sums among the different accounts that the Client held, individually or jointly with others, with the Company and with any associated company or companies.**

6. (a) The Company shall determine the prices for the purposes of marking to market the Client's open positions from time to time during the trading hours by reference to the current prices as quoted by a reputable financial information services organization. (b) Interest chargeable or payable on the Client's open position by the Company will be determined with reference to the prevailing market rates.

7. 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 therefor will be deemed for these purposes to be the Client

全部有關帳戶之沽空位置, 及, (d) 取消任何未執行之交易指示以結束客戶之帳戶。以上行動均毋須要求按金或要求增加按金, 亦毋須向客戶、客戶之繼承人、遺囑執行人、遺產管理人、遺產繼承人、個人代表或承讓入發出買賣通知、其他通知或公佈, 不論客戶是否獨自擁有或共同擁有有關業權。公司可自行有酌情權判斷進行任何帳戶之買空或沽空位置。在任何情況下, 公司事先提出任何有關買賣之要求、催繳或有關時間之通知, 均不可視為公司放棄本協議所賦予不作要求或通知即可買賣之權利。謹此指明, 無論任何情況, 客戶須在接獲要求時承擔其公司帳戶內之任何差欠款額。此外, 無論如何, 公司或客戶若要完全或部份平倉, 客戶亦須承擔有關帳戶之任何差欠款額。有關帳戶之差欠款額將按月息 3 厘計算利息, 而客戶須儘快按時清償所欠公司之一切未償負債及收債開支 (包括合理之法律費用)。

5. 在不損害法律可能賦予公司之任何一般扣押權、抵銷權或類似權利之情況下及在此等權利以外, 公司就任何目的而持有、公司代表客戶獨自或與他人聯合執行之任何帳戶所持有、公司或其任何聯營公司在任何時間就任何目的 (包括保管) 而持有在香港或世界其他地區之任何基金或其他財產之全部客戶益, 公司均有扣押權。公司亦有權沽售該等財產及進行有關沽售之一切必須事項, 並利用所得款項抵銷及解除客戶所欠公司或其任何聯營公司之負債, 而不論是否有任何其他人士擁有有關財產之任何權益, 不論公司曾否就有關財產墊支, 亦不論客戶在公司所開設帳戶之數目。公司有權隨時合併或綜合客戶在公司或公司聯營公司之全部或部份帳戶, 而毋須通知客戶。公司付款償還及解除客戶所欠任何聯營公司之負債時, 倘該聯營公司向公司提出要求, 則公司毋須理會是否存在有關負債。在不限制或修改本客戶協定一般規定之情況下, 茲特別授權公司調撥客戶在公司及其任何聯營公司所設帳戶, 不論個人或聯名, 之任何款項或資產。

6. (a) 公司在市場上出售客戶之未平倉合約時將參照具有聲譽之財經資訊服務機構在交投時間內當時所報之現價決定價格。(b) 公司徵收客戶之未平倉合約之利息將參照當時市場息率決定。

7. 所有由香港百匯金業公司發出的報告書、確認書、通知及任何其他檔, 均根據本協定所列通訊位址 (包括但不限於電郵位址、電話或傳真號碼或電傳號碼, 或按客戶其後以公司接納之方式書面通知公司之位址)、電郵位址或

whose name first appears in the Schedule hereto) at the address, e-mail address or telephone or facsimile number or telex number given herein, or the Web Facility, or at such other address, e-mail address or telephone numbers as the Client hereafter shall notify the Company in writing or by such means accepted by the Company, and all communications so transmitted, whether by e-mail, mail, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when e-mailed, telephoned or when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not.

8. In the event that the Client directs the Company to enter into any contract on an exchange or other markets on which such transactions are effected in a foreign currency:

(a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client; (b) all initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as the Company may, in the sole discretion of the Company, require; and (c) when such a contract is liquidated the Company shall debit or credit the account of the Client in the currency in which such account is denominated at a rate of exchange (where the relevant contract is denominated in currency other than that of the account) determined by the Company in the sole discretion of the Company on the basis of the then prevailing money market rates of exchange between such currencies.

9. The Company may by resolutions of directors amend any of the terms of its agreements by sending a notice in writing to the Client setting out such amendment which shall be deemed incorporated 7 days from the date of posting such notice to the Client unless the Client repays all money and discharges all liabilities to the Company within 7 days from the date of posting such notice.

10. This agreement and its enforcement shall be governed by the Laws of Hong Kong and its provisions shall be continuous; shall cover individually and collectively all accounts which the Client may open or re-open with the Company, and shall ensure to the benefit of, and bind the Company, the Company's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client and the Client hereby submits to the exclusive jurisdiction of the courts of Hong Kong. In the case that this agreement bears no legality by the local law office and related departments and in the case that both the client and our company agreed to the fact, all further claims of property and money will be dealt with within jurisdiction of the HK courts.

11. The company will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond the reasonable control or anticipation of the Company.

12. The Company is hereby authorized to deposit any cash balances in any account(s) of the Client with any such financial institution as the Company shall think fit (including with any associated company), provided that the terms of such deposit are no less beneficial than would have been offered by such institution to an unconnected person, and the Company (and any such associated company) shall be entitled to retain any benefit resulting from such deposit.

13. (a) The Company and its directors, partners or employees may trade on its/their own account. (b) The Client acknowledges that the Company may take the opposite position to the Client's order, whether on the Company's own account or on behalf of other Clients. (c) The Client authorizes the Company to apply any monies which the Client may pay to the Company, in particular, that the Company may apply such monies in or towards meeting the Company's obligations to any party insofar as such obligations arise in connection with or incidental to the

電話號碼發予客戶(如為聯名帳戶而未提名代表人,則就此規定而言將發予名列本協定附件首位之客戶),客戶如變更通訊位址,必須在變更後壹個月內以書面形式通知香港百匯金業公司,否則一切由香港百匯金業公司發給客戶的檔均根據本協定所列通訊位址發出,無論以電子郵件、一般郵件、電報、電話或其他方式發出,均視為客戶已收到。

8. 倘客戶指示公司于任何貿易場或其他市場以外幣訂立合約,則:

(a) 客戶須承擔有關該貨幣匯率波動所產生之任何損益及全部有關風險(b) 須按公司全權酌情厘定之數額以該貨幣繳付全部的初步及其後之按金(c) 在有關合約平倉後,公司將參考有關貨幣當時適用之市場匯率全權酌情厘定之匯率(如有關合約所用貨幣與帳戶所用者不同),按有關帳戶所用貨幣計算盈虧。

9. 公司可由董事會決議修改本協議之任何條款,並以郵遞方式書面通知客戶並注明該等修改;除非客戶于該等通知寄出日起計七天內向公司償還全部款項及解除全部責任,該等修將被視為該等通知向客戶寄出日起計七天后成爲此條款一部份。

10. 本協議及其執行須受香港法例規限,其規定持續有效,範圍涵蓋客戶個別或全部在公司開設或重新開設之所有帳戶,對公司、其繼承人及承讓人(不論為合併、綜合或其他方面之承讓人)、客戶之繼承人、遺囑執行人、遺產管理人、遺產繼承人、繼任人、個人代表及承讓人均有效及有約束力,而客戶亦須接受香港法院之獨有管轄權,如本協議被相關法院或機構認定爲無效,客戶與公司一致同意:如因本協定無效而形成的客戶與公司之間的財產權益糾紛應由公司法定註冊地所在法院管轄。

11. 對於因通訊設施失靈或故障、任何其他原因或公司不可合理控制或預期之原因而導致交易指示傳遞延誤公司概不負責。

12. 公司根據本協定獲授權將客戶任何帳戶之任何現金結餘存入公司認爲適合之任何財務機構(包括任何聯營公司),只要存款條款不遜於該等財務機構向非關連人士提供之優惠,公司(及任何該等聯營公司)便可享有來自有關存款之任何利益。

13. (a) 公司及其董事、合夥人或雇員可自行買賣。(b) 客戶確認公司不論在公司自行或代表其他客戶均可與客戶進行對盤買賣。(c) 客戶授權公司動用客戶須付公司之任何款項,尤其公司可動用該等款項支付代表客戶進行之交引致或與此有關而須對公司之承擔。(d) 客戶聲明:(i) 本協定之內容經已以客戶所明白之語言向客戶詳盡解釋,且客戶同意本協定所採用之格式語言及其內容。(ii) 客戶以本身爲進行交易之受益人。(iii) 客戶資料聲明所載資料真確完備。(iv) 客戶及公司承諾在客戶/資料聲明及本協定所載資料出現重大變動時立即通知對方。

business transacted on the Client's behalf. (d) The Client declares that: (i)The contents of this agreement have been fully explained to the Client in a language the Client understands and that the Client agrees with this agreement in forms, language and substance. (ii) The Client is trading on his own account. (iii)The information contained in the Client Information Statement is true and complete. (iv)The Client shall notify the Company of any material changes in the information supplied in the Client Information Statement.

14. (a) The Company may act on any verbal or written communication which is expressed to come from the Client or his authorized representative and which is honestly believed by the Company to do so, even if in the case of a telephone communication it is not followed by written confirmation. The Company is hereby authorized by the Client to tape record telephone conversations between the Company and the Client for data verification purpose. However, any facsimile communication must bear a signature or signatures which, in the opinion of the Company correspond to that of the Client or his authorized representative as shown in the Client's current mandate. In case of electronic trading, the order must bear the Client's code assigned by the Company. (b) The Client shall bear all risks arising from any verbal or written communication with the Company, which is discharged from any responsibility in respect thereof (c) The Client agrees to keep the Company and its employees indemnified against any loss whatsoever which it may suffer as the result of acting on any verbal or written communication which the Company or its employees believes to have been given by on behalf of the Client and agrees to perform and ratify any contract entered into or action taken by the Company, as the result of such communications. (d) However, the Company reserves the right at any time, at its absolute discretion, to refuse to carry out any instruction given verbally or in writing, even if the employee who received such instruction on behalf of the Company may have stated its acceptance thereof.

15. The Client hereby authorizes the Company to transfer any funds standing to the Client's credit on any account(s) with the Company to another account(s) with the Company, or as they shall from time to time direct, so long as the Client shall continue to have an account with the Company for which purpose the Company from time to time consider necessary or desirable.

16. (a) The Agreement may be terminated at any time by written notice given by either party to this Agreement provided that the Client do not have any amount due to the Company with any associated company. Such notice shall not affect any transaction entered into by the Company on behalf of the Client prior to the Company's receipt of such written notice and shall be without prejudice to any of the rights of the Company or the Client prior to such receipt. (b) Upon the issue of the notice pursuant to (a) above, the Company may terminate the Client's account and liquidate any positions in the Client's account at market rates and subject to the full payment of all monies owed by the Client to the Company.

17. The Client authorizes the Company to disclose any information within the Company's possession concerning the Client or the Client's accounts:

(a) to any associated company or any person which provides services to the Company; (b) to any assignee, transferee or successor which this Agreement is novated; (c) to the extent that such disclosure is required by any laws or regulations or required by any governmental or regulatory body.

18. The Client acknowledges that the risk of loss in leveraged trading can be substantial and the Client may sustain a loss that exceeds the Initial Margin. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amount, since market conditions may make it impossible to execute such orders. The Client may be called upon at short notice to deposit additional margin. If the required funds are not provided

14. (a) 公司可根據任何聲稱由客戶或其授權代表所發出、而公司真誠相信之電話、傳真或電子(包括互聯網交易)通訊而採取行動,而不論電話通訊是否有補發確認書。客戶授權公司將公司與客戶之對話錄畧,以便核對資料。任何傳真必須署名,且公司接受該署名與客戶或其授權代表于授權書之簽署一致。電子交易方面,交易指示必須附有公司給予客戶之代碼。(b) 客戶與公司之任何電話、傳真或電子(包括互聯網)通訊之有關風險全部由客戶承擔,公司概不負責。(c) 客戶同意抵償公司因根據其認為來自或代表客戶之電話、傳真或電子(包括互聯網)通訊行事而蒙受之任何損失,並同意履行及追認公司因該等通訊而訂立之任何合約或採取之任何行動。(d) 然而,公司保留權利隨時運用絕對酌情權拒絕執行通過電話、傳真或電子(包括互聯網)通訊所發出之任何指示,即使公司代表接收有關通訊之職員已表示接受有關指示。

15. 當客戶仍于公司設有帳戶時客戶授權公司于不時認為必須或適宜之情況下,或按客戶不時之指示,調撥客戶于帳戶的資金往任何其他公司帳戶。

16.(a) 如客戶並無欠付公司或公司之聯屬公司或其附屬公司,本協議任何一方可以書面通知對方以終止本協議,該通知將不影響公司於接獲通知前代表客戶進行之任何交易,並對公司或客戶于接獲通知前所享有之權利並無影響。(b) 于發放如上文(a)所述之通知後,公司可終止客戶之戶口(取決於客戶已否全數支付對公司之所有欠款)並兌現客戶戶口之任何金屬。

17. 客戶授權公司向以下各方披露公司擁有有關客戶或客戶戶口之資料:

(a) 公司之聯屬公司或任何為公司提供服務之人士;(b) 任何本協議之承讓入、受讓入或繼承人;(c) 根據任何法例或規則或任何政府或監管機構規定之披露。

18. 客戶知悉杠杆式買賣的虧損風險可以十分重大。客戶所蒙受的虧損可能超過客戶的最初保證金款額。即使客戶定下備用買賣指示,例如「止蝕」或「限價」買賣指示,亦未必可以將虧損局限于客戶原先設想的數額,因市場情況可能使這些買賣指示無法執行。客戶可能被要求一接到通知即須存入額外的保證金款額。如客戶未能在所訂的時間內提供所需的款額,客戶的未平倉合約可能會被斬倉。客戶仍須對其戶口所出現的任何逆差負責。因此,

<p>within the prescribed time, the Client's position may be liquidated at a loss and the Client will remain liable for any resulting deficit in the Client's account. The Client should therefore consider carefully whether such trading is suitable in light of the Client's financial status and investment goals.</p> <p>19. The Client agrees that he shall be the only authorized user of the Web Facility. The Client shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes.</p> <p>20. The Client acknowledges and agrees that he shall be wholly and solely responsible for all instructions entered through the Web Facility using the Access Codes (whether authorized by him or not, and whether or not the instructions were entered by the Company or any of its officers or employees at the Client's express request). Neither the Company nor any of its officers, employees or agents shall incur any liability for the handling, mishandling or loss of any instruction. The Client shall indemnify the Company upon demand against any loss, damage, costs, disbursements and liabilities that the Company may incur or suffer as result of any instructions entered through the Web Facility.</p> <p>21. The Client further acknowledges and agrees that, as a condition of using the Web Facility to give instructions, the Client shall immediately notify the Company if:</p> <p>(a) an instruction has been placed through the Web Facility and he has not received an accurate written acknowledgement; (b) he has received a written acknowledgement of a transaction which he did not instruct or any similar conflict; (c) he becomes aware of any unauthorized use of his Access Codes; or (d) he has difficulties with regard to the use of the Web Facility.</p> <p>22. The Client agrees to pay any fees that the Company may charge him for the Web Facility.</p> <p>23. The Client expressly agrees that the Company may communicate with or give notice to the Client through the Web Facility and that any such notice or communication shall be deemed to have been received by the Client at the time of transmission by the Company. Without limiting the generality of the foregoing, the Client hereby consents to the Company making the Client's account information and trade confirmations, including without limitation, contract notes and statements of account, available on the Web Facility in lieu of having such information delivered to the Client via mail or email.</p> <p>24. The Client acknowledges and agrees that the Company may treat the Client's electronic communications to the same extent the Company may treat other information about him or relating to his account as provided elsewhere in this agreement.</p> <p>25. The Client understands and accepts that the Company may at any times in its sole and absolute discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the Web Facility. The closing of the Client's account by the Company will not affect the rights and/or obligations of either party incurred prior to the date the account is closed.</p> <p>26. The Company may refuse to accept and/or carry out any instruction, without being obligated to give any reasons for such refusal, including but not limited to the following:</p> <p>(a) The instruction does not comply with the limitations and requirements specified by the Company and notified to the Client from time to time; (b) The price quoted to the Client shall have expired or has been withdrawn; (c) The terms of the instruction cannot be determined with certainty by the Company; and/or (d) There is lack of sufficient funds in the Client's account to settle the transaction.</p> <p>27. The Company shall not be deemed to have received the Client's instruction unless and until the Client is in receipt of the Company's acknowledgement.</p> <p>28. The Client agrees to review every instruction before entering it into the Web Facility as it may not be possible to</p>	<p>客戶必須根據自己的財務狀況及投資目標仔細考慮這種買賣是否適合自己。</p> <p>19. 客戶同意，他是唯一經授權的網路設施使用者。客戶對登錄密碼的保密性，安全性及其使用獨自承擔全部責任。</p> <p>20. 客戶承諾並同意，他對使用登錄密碼通過網路設施輸入的所有指示獨自承擔全部責任（不論是不是經過他的授權，並且也不論該指令是不是由公司，其任何經理或雇員在客戶的明確要求下輸入）。公司 和其任何經理，雇員或代理人都不對該指令的處理，錯誤處理或損失承擔任何責任。一但要求，客戶 應就公司可能作為通過網路設施輸入指令的結果，所承擔或遭受的損失，損害，成本，支出和責任對 公司進行補償。</p> <p>21. 客戶進一步承諾並同意，作為使用網路設施發出指令的條件，客戶應立即通知公司，如果：</p> <p>(a) 已經通知網路設施發出指令，但他沒有收到準確的書面確認。(b) 他已經收到他並沒有對其發出指令的，或存在類似衝突交易的書面確認。(c) 他察覺到對其登錄密碼未經授權的任何使用(d) 他使用網路設施出現困難。</p> <p>22. 客戶同意支付公司就該網路設施向其收取的任何費用。</p> <p>23. 客戶明確同意，公司可以通過網路設施跟客戶聯絡或向其發出通知，並且該通知或聯絡在公司傳送的時候被認為已經由客戶收取。在沒有限制上述內容普遍性的情況下，客戶在此同意公司存放客戶帳戶 資訊和交易確認於網路設施上，包括，但不限於，買賣單據，帳戶結單，並取代通過郵件或電子郵件 把該資訊傳遞給客戶。</p> <p>24. 客戶承諾並同意，公司可以按照公司處理客戶帳戶協定中其他地方提供的關於他或關於其帳戶的其他 資訊的相同程度，處理客戶的電子聯絡。</p> <p>25. 客戶理解並接受，公司可以在任何時候，按照其獨自或絕對的判斷，在沒有給予客戶以事先通知的情況下，中止、禁止、限制或停止客戶使用網路設施。公司關閉客戶的帳戶不會影響到雙方在帳戶關閉 前所發生的權利和/或義務。</p> <p>26. 公司可能拒絕接受和/或實施任何指令，並且沒有義務對此項拒絕進行解釋，包括，但不限於以下原因：</p> <p>(a) 指令沒有遵守公司規定的和隨時通知客戶的限制和要求；(b) 網路設施上發佈的價格已經過期或已經被撤回；(c) 公司無法有效確定指令的條款；(d) 客戶帳戶內資金不足以進行交易。</p> <p>27. 公司不應被視為已收到客戶的指令，除非或直至客戶收到公司的書面確認。</p> <p>28. 客戶同意在輸入網路設施前對每一項指令進行核實，因為可能無法撤銷已經發出的指令。客戶可以書 面形式</p>
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<p>cancel his instruction once given. The Client may request in writing to cancel or amend his instruction but the Company is not obligated to accept any such request. The Client acknowledges that an instruction may be cancelled or amended only before execution.</p> <p>29. Where an instruction is received through the Web Facility from the Client ,</p> <p>(a) the Company shall execute such instruction at the price quoted in the Web Facility at the exact point in time that such instruction is received by the Company , or (b) where the Client has specified a price , the Company shall execute such instruction immediately once the price quoted in the Web Facility has reached or passed the specified price , and the execution price will be the price quoted in the Web Facility at that exact point in time , which may not be identical to or may be worse than the specified price.</p> <p>30. An order attached to an open position remains in effect until the position is liquidated (in which case the order shall immediately be deemed to be cancelled by the Client) or the Client cancels the order.</p> <p>31. The Client acknowledges and agrees that the Company is the owner of the Web Facility. The Client shall not attempt to tamper with , modify , dissemble , reverse engineer , damage , destroy or otherwise alter in any way or sub-license , and shall not attempt to gain unauthorized access to , the Web Facility or use the Web Facility in any way other than as Web Facility. The Client undertakes to notify the Company immediately if he becomes aware that any of the actions described above in this paragraph is being perpetrated by any other person.</p> <p>32. The Client agrees that he shall not assign , transfer or sub-license all or any part of his rights under the provisions of this agreement.</p> <p>33. The Client shall allow the company or any person authorized by the Company in writing to , upon receiving its written request , inspect promptly thereafter the premises and records of the Client for any lawful purpose in connection with the provisions of this agreement including but not limited to the purpose of satisfying itself that the Client is not using the Web Facility contrary to any provision contained herein.</p> <p>34. The Client acknowledges and agrees that the Web Facility is provided to him on an "as is" basis and that the use of the Web Facility is at his sole risk. The Client accepts that the Company does not make any warranty of any kind whatsoever relating to the Web Facility (including any information furnished through the Web Facility and whether prices contained therein are reflective of the markets generally) , express or implied , including without limitation , non-infringement of third party rights or merchantability or fitness for any particular purpose or use.</p> <p>35. The Client understands that the company does not guarantee the timeliness , sequence , accuracy , continuity , promptness or completeness of the information in the Web Facility and no recommendation or endorsement from the Company shall be inferred from the information provided therein.</p> <p>36. The client agrees that the Company and any of its officers , employees , agents shall not be liable for any loss or have any responsibility:</p> <p>(a)for damages of any kind , whether direct , indirect , special , consequential or incidental , resulting from access or use of , or inability to access or use of , the Service , including without limitation damage resulting from the act , omission , mistake , delay or interruption of the Web Facility , even if the Company , its officers , employees , agents have been advised of the possibility of such damages or losses; or (b) damages resulting from a cause over which the Company , its officers , employees and agents do not have control , including but not limited to any government restriction , suspension of trading , failure of electronic or mechanical equipment or communication lines , telephone or</p>	<p>請求取消或修改其指令，但公司沒有義務接受任何該類請求。客戶承諾，一項指令只可以在其 被執行前取消或修改。</p> <p>29. 當指令為通過網路設施從客戶收到的情況下:</p> <p>(a) 公司將在指令被公司收到的那刻間，按照網路設施上的報價執行該項指令；</p> <p>(b) 在客戶指定價格的情況下，一旦網路設施上的報價達到或超過該指定價格，公司將立即執行該項指令，執行價格將是網路設施在那刻的報價，有可能異於指定價格。</p> <p>30. 與未平倉合約相連的限價盤將維持效力，直至該合約被平倉（在這樣的情況下，指令立即被認為已經為客戶所取消）或客戶取消限價盤。</p> <p>31. 客戶承諾並同意，公司是網路設施的擁有人。客戶並不試圖竄改，修改、掩飾、仿製、損害、毀壞，或以其他任何方式更改網路設施，或對其再授權，和試圖取得對網路設施未經授權的登錄，或在服務之外以任何其他方式使用網路設施。客戶承諾，如果他察覺到任何人正在作出此款所述的任何行為，他將立即通知公司。</p> <p>32. 客戶同意，對於其根據附加協定條款的權利的全部或部份，他不會出讓、轉讓、或再授權。</p> <p>33. 客戶須允許公司或公司書面授權的任何人，對客戶的營業場所或記錄立即進行合法檢查，包括，但不限於對客戶沒有違背此處所包含的條款使用網路設施予以核實的目的。</p> <p>34. 客戶承諾並同意，服務是在“現況”的基礎上向其提供的，使用該服務完全由他獨自承擔風險。客戶接受，公司不會作出同服務相關的任何明確或默示的擔保（包括通過網路設施提供資訊，和不論此處所包含的價格是不是反映了市場一般情況），包括，但不限於，出於任何特定的目的或用途，未對第三方的權利，商機或機會構成侵犯。</p> <p>35. 客戶理解，公司對網路設施上的資訊沒有保證其及時性，順序性、準確性、連續性、快速性或完整性，也不能從此處提供的資訊推導出公司所給予的建議或批准。</p> <p>36. 客戶同意，公司和其任何經理，雇員，代理人對任何損失不承擔責任或具有任何責任。</p> <p>(a) 對於登錄或使用，或不能登錄或使用服務所造成的任何種類的損害，不論是直接的、間接的、特別的、後續性的、或事故性的，包括，但不限於作為、不作為、過失、延遲或網路設施中斷所造成的損害，甚至如果公司，其經理、雇員、代理人已經得到該損害或損失可能性的通知；或 (b) 對於公司、其經理、雇員或代理人無法控制的原因所造成的損害，包括，但不限於任何政府的限制，交易的中止，電子或機械設備或通訊線跡，電話的故障或其他內部連接的問題，電腦硬體或軟體的不相容，登錄服務的失敗或無效，與客戶電腦相關的其他設備或服務的問題，電力故障，資料傳輸設施的問題，未經授權的登錄，偷竊、火災、戰爭、罷工、民間騷亂，恐怖行為或其威脅，</p>
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<p>other interconnection problems, incompatibility of computer hardware or software failure or unavailability of access to the Web Facility, problems with other equipment or services relating to the Client's computer, power failure, problems with data transmission facilities, unauthorized access, theft, fire, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labor disputes</p> <p>37. The Client agrees to defend, indemnify and hold the Company, its officers, employees and agents harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with the Client's use of the Service, including but not limited to his violation of this agreement. This obligation will survive the termination of this agreement.</p> <p>38. The Client acknowledges and accepts that:</p> <p>(a) access to the Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reason; (b) due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication and that such unreliability beyond the Company's control; (c) transactions conducted via electronic means may be subject to interruption, transmission blackout, delayed transmission due to Internet traffic or incorrect data transmission due to the public nature of the Internet; (d) instructions may not be executed or may be delayed so that they may be executed at prices different from those prevailing at the time the Client's instructions were given; (e) communications and personal data may be accessed by unauthorized parties; (f) the Client's instructions may be executed without being subject to human review.</p> <p>39. In the event of any conflict between any provisions of the English version and the Chinese version of this agreement, the English version prevails.</p> <p><b>* AS WITNESS the hands of the parties hereto the day and year first above written.</b></p>	<p>自然災害或勞工糾紛。</p> <p>37. 客戶同意對公司、其經理、雇員和代理人提供辯護，補償，使他們免受同客戶使用服務相關的，包括其違反此附加協議，或由此造成的任何索賠、損失、責任、成本和費用的侵害。此項義務在此附加協議終止後仍然有效。</p> <p>38. 客戶承諾並接受：</p> <p>(a) 在需求高峰、市場不穩定、系統升級或維護或出於其他原因的時段，使用服務可能是有限的，或不能的。(b) 由於不可預測的網路交通阻塞和其他原因，電子傳輸可能不是可靠的聯絡方式，而且其不可靠性是公司無法控制的。(c) 通過電子方式進行的交易可能由於互聯網的公共性質，互聯網交通，或不正確資料傳輸的原因，遭到中斷、傳輸中斷或傳輸延遲。(d) 指令可能不被執行或可能被延遲，因此它們可以不同于客戶發出指示時段的通行價格的價格予以執行。(e) 聯絡資訊和個人資料可能被未經授權的第三方登錄取得。(f) 客戶的指令可能在沒有人進行核實的情況下予以執行。</p> <p>39. 倘本協議之英文及中文稿本有矛盾之處，應以英文本為準。</p> <p><b>*本協議於前述日期由雙方簽署，特此為證。</b></p>
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**The Schedule Above Referred To / 上文所指附表**

**EXECUTED** as an Agreement by the Client / 由客戶作為協定簽署：

**For Individual/Sole-proprietor/Partnership/Joint Account** (delete the inappropriate):  
用於個人/獨資商號/合夥商號/聯名帳戶 (請刪去不適用者)：

Name/姓名	Signature / 簽署
_____	<input type="text"/>
_____	<input type="text"/>
_____	<input type="text"/>

Any \_\_\_ of above person(s) is/are authorized to fully operate the account(s). / 上述任何 \_\_\_ 個授權人可完全操作該帳戶。

In the presence of 見證人: \_\_\_\_\_

I.D. No: 身份證號碼: \_\_\_\_\_

Explained by: 解釋人: \_\_\_\_\_

I.D. No: 身份證號碼: \_\_\_\_\_

**For joint account holders, all of them must also sign on the "Appendix For Joint Account Holders".**  
所有聯名戶口持有人必須在「聯名戶口持有人附件」裏簽署。

**For Corporation / 用於公司帳戶**

Name of the duly authorized representative(s) Signing for & on behalf of the client 客戶正式授權代表姓名	Signature and company chop to be affixed in accordance with the articles of Association 按章程簽署及蓋章
_____	<input type="text"/>
Name 姓名	Signature 簽署
In the presence of / 見證人: _____	<input type="text"/>
I.D. No / 身份證號碼: _____	
Explained by / 解釋人: _____	<input type="text"/>
I.D. No / 身份證號碼: _____	

Signed by Bacera Bullion Limited / 百滙金業有限公司簽署:

Name of the duly authorized representative(s) signing for & on behalf of the Company 百滙金業有限公司正式授權代表姓名	Authorized Signature(s) For & on behalf of the company 授權簽署百滙金業有限公司
_____	<input type="text"/>
CE No.: _____	<input type="text"/>
Name 姓名	Signature 簽署
In the presence of : _____ 見證人	
I.D. No / 身份證號碼: _____	

# ACCOUNT APPLICATION FORM

## 帳戶申請表

Please answer all questions fully.

請完整地回答所有問題

Account Type (please check one only)

帳戶類型 (請僅打一個勾)

- Individual Account 個人帳戶
- Sole Proprietor Account 獨資帳戶
- Partnership Account 合夥帳戶
- Joint Account 聯名帳戶
- Corporate Account 公司帳戶

(Name 名稱 \_\_\_\_\_ & Tax ID 稅務證號 \_\_\_\_\_)

<p>Please select a PASSWORD (Can only contain alphanumeric characters (a-z, A-Z, 0-9) and must be between 4-10 characters) 請選擇一個密碼 (僅能包含數位和字母(a-z,A-Z,0-9), 必須在4-10 個字元之間)</p>	<p>Email Address (Required) 電郵地址 (必填)</p>
<p><b>Security Question:</b> <b>安全問題</b></p> <p><input type="checkbox"/> What is your Mother's maiden name? 您母親的婚前姓名是什麼?</p> <p><input type="checkbox"/> What is your pet's name? 您寵物的名字是什麼?</p> <p><input type="checkbox"/> What is your nickname? 您的昵稱是什麼?</p> <p><input type="checkbox"/> What is your favorite basketball team? 您最喜歡的籃球隊是什麼?</p>	<p><b>Security Answer:</b> <b>安全答案:</b></p>
<p><b>General Information 一般資訊</b></p>	
<p><b>Primary Account Holder 主要帳戶持有人</b></p> <p>Last Name: _____ 姓</p> <p>First Name: _____ 名</p> <p>Middle Name: _____ 中名</p> <p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female 性別: 男 女</p> <p>Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married 婚姻狀況: 單身 已婚</p>	<p><b>Joint Account Holder 聯名帳戶持有人</b></p> <p>Last Name: _____ 姓</p> <p>First Name: _____ 名</p> <p>Middle Name: _____ 中名</p> <p>Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female 性別: 男 女</p> <p>Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married 婚姻狀況: 單身 已婚</p>

Passport, Driver's License or Social Security No. (Please attach a copy) U.S. clients MUST provide SSN 護照、駕駛執照或社會安全號 (請附上影本), 美國客戶必須提供社會安全號		Passport, Driver's License or Social Security No. (Please attach a copy) U.S. clients MUST provide SSN 護照、駕駛執照或社會安全號 (請附上影本), 美國客戶必須提供社會安全號	
Date of Birth (MM/DD/YY) 出生日期 (月/日/年)	Citizenship 國籍	Date of Birth (MM/DD/YY) 出生日期 (月/日/年)	Citizenship 國籍
Residential Address (Please attach proof of address) (P.O. Box may not be accepted) 居住地址 (請附上住址證明) (不接受郵箱)			
Number and Name of Street 街道名稱和號碼			
City 城市	State 州/省	Postal/Zip Code 郵政編號	Country 國家
Home Telephone No. 家庭電話號碼	Home Fax No. 家庭傳真號碼	Mobile Phone No. 移動電話號碼	
Employment Details: <input type="checkbox"/> Employed <input type="checkbox"/> Self-employed <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed 就業情況 受雇 自雇 退休 失業			
Name of Current Employer 現任雇主姓名	Nature of Business 業務性質	Occupation 職業	Years With Current Employer 受雇于現任雇主年數
Business Address 辦公地址		Business Telephone No. 辦公電話	
<b>Banking Information 銀行資訊</b>			
Bank Name 銀行名稱	Bank Address 銀行地址		
Bank Account Number 銀行帳號	Name of Account Holder (Beneficiary) 帳戶持有人(受益人)姓名		
SWIFT Code or ABA Number SWIFT碼或ABA號碼	Person to Contact at Bank 銀行聯絡人		

**Financial Information (for Joint Account, please use combined financial information)**  
**財務資訊 (對於聯名帳戶，請使用合併的財務資訊)**

1. What is your total estimated annual income?

您的全年總收入估計是多少？

- \$25,000 以下  
 \$25,000 - \$49,999  
 \$50,000 - \$99,999  
 \$100,000 - \$249,999  
 \$250,000 - \$1,000,000  
 \$1,000,000 以上

2. Net worth (assets minus liabilities)

淨值 (資產減去負債)

- \$25,000 以下  
 \$25,000 - \$49,999  
 \$50,000 - \$99,999  
 \$100,000 - \$249,999  
 \$250,000 - \$1,000,000  
 \$1,000,000 以上

3. Liquid assets (assets that can be quickly converted to cash)

流動資產 (可以迅速轉換成現金的資產)

- \$25,000 以下  
 \$25,000 - \$49,999  
 \$50,000 - \$99,999  
 \$100,000 - \$249,999  
 \$250,000 - \$1,000,000  
 \$1,000,000 以上

4. Risk Capital, including initial deposit. (Risk capital – if lost would not change your lifestyle) Should be greater than initial investment.

風險資本，包括最初押金。(風險資本一損失的話不會改變您的生活方式。) 應大於最初投資

- \$25,000 以下  
 \$25,000 - \$49,999  
 \$50,000 - \$99,999  
 \$100,000 - \$249,999  
 \$250,000 - \$1,000,000  
 \$1,000,000 以上

5. Have you ever declared bankruptcy?

您曾經宣佈過破產嗎？

- YES 是  NO 否

If YES, provide date and detail (attach letter if necessary)

如果是，請提供日期和詳情 (如有必要請附上信件)

6. Do you have or have you ever had any account(s) with Bacera Bullion Limited?

您現在或曾經在百匯金業公司開設帳戶嗎？

- YES 是  NO 否

If YES, Account Number(s): \_\_\_\_\_

如果是，帳號為

**Additional Financial Information (For Joint Account use combined financial info)**  
**財務資訊補充 (對於聯名帳戶，請使用合併的財務資訊)**

1. If under \$25,000, what is your total estimated annual income?

如果您全年總收入在\$25,000 以下，請作出相應選擇：

- \$0 - \$4,999
- \$5,000 - \$9,999
- \$10,000 - \$14,999
- \$15,000 - \$19,999
- \$20,000 - \$24,999

2. If under \$25,000, how much net worth (assets minus liabilities)?

如果淨值(資產減去負債)在\$25,000 以下，請作出相應選擇：

- \$0 - \$4,999
- \$5,000 - \$9,999
- \$10,000 - \$14,999
- \$15,000 - \$19,999
- \$20,000 - \$24,999

3. If under \$25,000, how much in liquid assets (assets that can be quickly converted to cash)?

如果流動資產(可以迅速轉換成現金的資產)在\$25,000 以下，請作出相應選擇：

- \$0 - \$4,999
- \$5,000 - \$9,999
- \$10,000 - \$14,999
- \$15,000 - \$19,999
- \$20,000 - \$24,999

4. If under \$25,000, how much is your Risk Capital, including initial deposit? (Risk capital – if lost would not change your lifestyle.) Should be greater than initial investment.

如果您的風險資本(包括最初押金)在\$25,000 以下，請作出相應選擇。(風險資本一損失的話不會改變您的生活方式。) 應大於最初投資。

- \$0 - \$4,999
- \$5,000 - \$9,999
- \$10,000 - \$14,999
- \$15,000 - \$19,999
- \$20,000 - \$24,999

**Client Name (please print)** \_\_\_\_\_

姓名 (正楷)

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

簽名

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

日期

## Trading Experience 投資經驗

1. Do you understand the nature of margined transactions?

您瞭解以保證金形式繳付的交易嗎？

YES 是  NO 否

2. Do you understand the risks involved in margined transaction?

您瞭解以保證金形式繳付的交易涉及的風險嗎？

YES 是  NO 否

3. Do you have experience of trading margined product e.g. spot/forward FX, FX options or futures?

您曾投資過以保證金形式繳付的產品嗎，例如現貨/期貨外匯、外匯期權或期貨？

YES 是  NO 否

If YES: 如果是：

i) What type of investments do you have experience of?

您的投資經驗是哪種類型？

Securities 證券 Years 年數? \_\_\_\_\_

Options 期權 Years 年數? \_\_\_\_\_

Commodities 商品 Years 年數? \_\_\_\_\_

futures 期貨 Years 年數? \_\_\_\_\_

Currencies 貨幣 Years 年數? \_\_\_\_\_

FX products 外匯產品 Years年數? \_\_\_\_\_

ii) How frequently do you trade and what is your average deal size?

您投資的頻率如何及您的平均交易量是多少

iii) Which banks/companies have you traded with before?

您以前在哪家（些）銀行/公司投資？

4. Do you have any other relevant investment experience?

您有過其他相關的投資經驗嗎？

YES 是  NO 否

If YES, Please give details 如果是，請提供詳情

## NOTICE TO CUSTOMERS

Bacera Bullion Limited hereby declares that we have never authorized or delegated any enterprise, organization or individual or any affiliated company, organization or individual of our company to carry out any financing agency service in whatever forms. Please do not entrust any affiliated company, organization or individual of our company or any employee of such affiliated company or organization to carry out any financing agency service in whatever forms. In case of any losses or damages resulting therefrom, our company, as well as our affiliated companies and organizations will not be liable for these losses and damages.

### 告客戶書

香港百滙金業有限公司特此聲明：本公司未授權或委託任何企業、機構或個人及本公司的相關聯公司、機構或個人對外開展任何形式的代客理財業務。您不要委託本公司相關聯公司、機構或個人以及關聯公司，機構的雇員開展任何形式的代客理財業務，如果由此造成的任何損失，本公司及相關聯公司、機構不承擔任何責任。

**Client Name (please print)** \_\_\_\_\_  
姓名（正楷）

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
簽名 日期