

Client Account Agreement

客戶帳戶協議



مجموعة سويسر جولد

Capital Fort Assets Management Ltd.

富而通 (财富) 资产管理有限公司

杜拜黄金期货交易所会员 (DGCX)

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Client Account Agreement

客戶帳戶協定

THIS AGREEMENT is made on the _____ day of _____, _____.

本協議於_____年_____月_____日訂立。

BETWEEN :

訂立雙方為:

- (1) Capital Fort Brokers LTD. (the company) whose office is situated at Unit# 8-D, Jumeirah Lakes Towers, A G Tower, Sheikh Zayed Road, Dubai-UAE
Capital Fort (以下簡稱公司)
- (2) The party whose name, address and description are set out in the Client's Information Statement hereto (the "Client") of the other part.
另一訂約方(以下簡稱「客戶」)之名稱、地址及描述已於本協定的客戶資料內列出。

WHEREAS:

鑒於:

- (A) The Client has investment reasons for opening one or more accounts with the Company for the purpose of buying from and selling to the Company, Bullion; and,
客戶因投資理由於公司開設一個或多個帳戶,以作為與公司買賣現貨金/銀合約之用途;及
- (B) The company agrees that from time to time at the request of the Client, and at the sole discretion of the Company, the company will open one or more accounts and accept and maintain such account(s) to be designated by names, numbers or otherwise, and will sell to and buy from the Client Bullion, on the terms and subject to the conditions of this Agreement.
公司同意不時根據客戶要求,自行酌情為客戶開設一個或多個帳戶,並接受及維持該等按名稱、號碼或其他方式標明的帳戶,並根據以下協定條款及受制於以下協定條件與客戶作出買賣金/銀合約交易

NOW IT IS HEREBY AGREED as follows:

茲協定:

DEFINITIONS AND INTERPRETATION

定義及詮釋

1. In this Agreement, the following expressions used, unless the context requires otherwise, shall have the following meanings :
本協定中,除文章內容另有所需外,以下詞句之定義如下:
 - "Access Codes" means the trading account number and the password provided by the Company to the Client for gaining access to the On-Line Services and for placing a Trading Order ;
「登陸密碼」指公司提供給客戶用作登陸網上服務及用作發出交易指令之交易帳戶編號及密碼;
 - "Bullion" means London spot gold and/or London spot silver leveraged contracts as designed by the Company ;
「現貨金/銀合約」指公司設定之倫敦現貨金及/或倫敦現貨銀的杠杆式買賣合約;
 - "Client" includes its executors, administrators, successors and assigns and in the case of a partnership, each and every partner of the partnership, and in the case of a company, whether incorporated or not ;
「客戶」包括其遺囑執行人及管理人,繼承人及承讓人,對合夥商行而言,包括每一位及所有合夥人,對公司而言,包括具法團或不具法團地位的公司;
 - "Client's Account" means an account opened by the Client with the Company for selling or buying Bullion pursuant to this Agreement;
「客戶帳戶」指客戶與公司根據本協定開設作買賣現貨金/銀合約之帳戶;
 - "Company" includes its successors and assignees;
「公司」包括其繼承人及承讓人;
 - "Margin" means a deposit of money required by the Company to be placed with the Company by the Client as a guarantee of performance by the Client and includes initial margin and maintenance margin ;
「交易保證金」指公司要求客戶作為客戶表現的保證而須存入公司之現金存款,並包括最初保證金及最低維持保證金;
 - "OTC Market" means a market of over-the-counter trading(as opposed to exchange trading);
「OTC 市場」指一個非指定交易所的市場(相對於指定交易市場);
 - "Trading Order" means an order for opening or closing a position for buying or selling Bullion with the Company in the OTC Market in respect of a Client's Account;
「交易指令」指客戶與公司通過客戶帳戶于 OTC 市場作出買賣現貨金/銀合約的開倉或平倉指令;
 - "On-Line Services" means the On-line internet trading services provided by the Company to the Client to facilitate the trading by the Client.
「網上服務」指公司為有助於客戶作買賣交易而對客戶提供的網上交易服務

2. In this Agreement :

在本協議中：

- (a) references to Clauses Sub- Clauses and Schedules, unless otherwise stated, are Clauses, Sub- Clauses and Schedules of this Agreement ;
除另外提出之外，提述到的條款，次條款與附件均代表本協定中的條款，次條款與附件；
 - (b) The headings to Clauses are for convenience only and do not affect their interpretation or construction;
條款上的標題只為方便參考，並不會影響其詮釋及釋義；
 - (c) reference to a statute or statutory provision includes a reference to it as amended extended or re-enacted from time to time ;
提述到的法規或法定條文包括其不時被修改，被增加或再制定的法規或法定條文；
 - (d) words denoting the singular number also include the plural and vice versa and words denoting the masculine gender shall include the feminine; and
措詞中的單數包括複數，反之亦然，而措詞中的男性包括女性；及
 - (e) references to person includes a reference to company, incorporated or unincorporated.
提述到的人包括提述到的公司，不論具法團或不具法團地位。
3. If there is any discrepancy between the English version and the Chinese version of this Agreement, the provisions of the English version shall prevail.
若本協議之英文版本與中文版本有差異，一概以英文版本為準。

ACCOUNT **帳戶**

4. The Client must open at least one account with the Company and deposit sufficient Margin with the Company in respect of the account in order to trade in Bullion.
客戶必須與公司開設最少一個帳戶，並於公司存入足夠交易保險金以作買賣現貨金/銀合約用途。
5. The Client shall furnish all necessary information and/or documents as required by the Company, to the Company for opening an account. All the information and documents provided by the Client must be complete, true and accurate. The Client acknowledges and agrees that he is under a continuous obligation to the Company to notify the Company of all or any material changes in the information and/or documents provided by the Client to the Company. Otherwise, the Company has the right to cancel all the account (s) opened by the Client.
客戶須根據公司的要求，提供所有開設帳戶所須的資料及/或檔。所有由客戶提供的資料及檔必須完整，真實及準確。若客戶在提供給公司的資料及檔上有任何重大的改變，客戶承諾並同意客戶有持續的責任通知公司該改變。否則，公司有權取消所有由該客戶開設的帳戶。
6. The Client warrants that he has the full legal capacity and proper power or authorization to enter into this Agreement. Thus, this Agreement is a legally binding and enforceable agreement between the Client and the Company. The Client further warrants that he is the ultimate beneficial owner of the account(s) opened by him and he enters into this Agreement as principal. The Client shall be the only authorized person to operate all the account(s) opened by the Client and shall only trade on his own account. Otherwise, the Company has the right to cancel all the account(s) opened by the Client.
客戶保證他有全面法律身份及適當的權力或授權來訂立本協議。因此，本協定為客戶與公司之間具有法律約束力以及為可執行的協議。客戶再保證他是自己開設的所有帳戶的最終實益擁有人，並以主管人身份訂立本協議。客戶應為所有該客戶開設的帳戶的唯一授權使用者，並只能於該帳戶代表自己進行交易。否則，公司有權取消所有由該客戶開設的帳戶。
7. The Client shall not assign, transfer or license all or any rights or obligations under this Agreement.
客戶不能將任何本協定下的權益或責任出讓、轉讓或給予特許。
8. Upon cancellation of this Agreement by the Company pursuant to the provisions of this Agreement, the Company shall be entitled to cancel or close all or any of the Client's Account, cancel all or any orders or liquidate all or any open positions in all or any of the Client's Account, and the Client shall be liable for any deficit, cost or expense (including legal costs) incurred by the Client or suffered by the Company as a result, on full indemnity basis. The cancellation or closing of the Client's Account(s) by the Company shall not affect the rights and/or obligations of either party incurred prior to the cancellation or closing of the Client's Account(s).
在公司根據本協定的條款下取消本協議後，公司有權取消或關閉所有或任何屬於該客戶的帳戶，取消所有或任何指令或將該客戶的所有或任何帳戶中所有或任何未平倉的合約平倉，客戶將要全面負責任何由客戶自己招致或令公司受的虧損成本或支出（包括法律費用）由公司指定的取消或關閉客戶帳戶，將不影響任何一方于客戶帳戶的取消或關閉前所產生的權利及責任。
9. The Client shall accept, observe and comply with all trading regulations stipulated by the Company and notified to the Client from time to time.
客戶將不時接受、遵守及遵從所有由公司不時制定並知會客戶的交易規則。
10. If more than one person execute this Agreement as Client, all such persons agree to be jointly and severally liable for the obligations and liability under this Agreement.
如本協定由多於一位元人士的客戶所簽署，該等人士同意會共同地及分開地承擔本協議下所須履行的義務及責任。
11. If client has more than one Client Account, the Company shall have the right at its absolute discretion to consolidate all or any of the Client's Accounts and to apply any surplus balance to set off any deficit balance among the Client's Accounts.
如客戶擁有多於一個客戶帳戶，公司有絕對的酌情決定權，將所有或任何客戶帳戶合併，並用任何帳戶內的剩餘結餘來抵銷任何帳戶內的虧損結餘。

現貨金/銀合約的價值與差價

12. All prices of the Bullion are quoted by the Company with reference to current prices from multiple sources considered to be reliable by the Company for London spot market.
現貨金/銀合約的市場價格均由公司在參考過公司認為可靠的倫敦金/銀現貨市場所提供的現價後而開出。
13. The Company has the right, in its absolute discretion, to decide the spread between the buying (biding) price and selling (asking) price of the Bullion.
公司有絕對的酌情決定權決定現貨金/銀合約買入與賣出價格的差價。
14. The Client agrees with and accepts that such spot prices and the spread in prices of Bullion quoted and decided by the Company shall be fair and reasonable prices and spread in prices of Bullion for all purposes of this Agreement.
為著本協定的所有目的，客戶同意及接受由公司開出及決定的現貨金/銀合約價值及差價為公平及合理價值及差價。

GIVING OF INSTRUCTION AND PLACING OF ORDER

給予指示及落單

15. (a) Instruction of the Client including but not limited to Trading Order shall be given by the Client in clear and unambiguous terms and shall be given or placed by the Client directly with the Company by telephone or via the On-Line Services.
客戶所給予的指示，包括但不限於交易指令，必須清晰及沒有模糊的。該指示須由客戶直接通過電話或網上服務給予或發出予公司。
- (b) The Company shall not be responsible or liable for any delay in transmission of the instruction including but not limited to Trading Order, due to any breakdown or failure of any transmission or communication facilities, or any power failure, or any other causes beyond the reasonable control or anticipation of the Company.
對於資料傳輸或通訊設施、電力故障的問題或其他原因或公司無法合理預計或控制的原因所造成指示傳輸上的延誤包括但不限於交易指令的延誤，公司不會承擔或負上任何責任。
- (c) The Company may refuse to accept and/or carry out any instruction given in respect of a Client's Account including but not limited to Trading Order, or even to reverse the transaction resulting upon the instruction being accepted and/or carried out, within a reasonable period of time thereafter, without being obligated to give any reasons for such refusal or reversal, under the following circumstances:
在下列情況，公司可以在合理的時間內，無須給予拒絕或還原交易的理由下，拒絕接受及/或執行任何于客戶帳戶所作出的指示包括但不限於交易指令，甚至將由接受及/或執行該指示而達致的交易還原：
- (i) the instruction given does not comply with the limitations and requirements as specified by the Company and notified to the Client from time to time ;
該指示並沒有遵守由公司指明及不時通知客戶的限制及要求；
 - (ii) the carrying out of the instruction given would involve the acting upon a price of Bullion quoted by the Company to the Client which has expired or has been withdrawn or is mistaken;
執行該指令會涉及過期或被撤回或是錯誤的報價；
 - (iii) the meaning of the instruction given cannot be determined with certainty by the Company;
公司不能肯定地斷定該指示的意思；
 - (iv) the Client's Account does not have sufficient funds to carry out the instruction ; or
客戶帳戶沒有足夠資金去執行該指示；或
 - (v) any other reasonable circumstances which justify the refusal of the instruction given or the reversal of the resulting transaction by the Company.
其他合理情況使公司有充分理由拒絕接受指示或還原因該指令而達致的交易。
16. 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 acknowledgment to that effect. Under no circumstances, the Company shall be deemed to have accepted the Client's instruction upon receipt of such instruction.
除非及直至客戶收到公司的確認，公司不應被視為已收到客戶指示。不論任何情況下，公司不應在收到指示後被視為已接受客戶的指令。
17. The Company has the right, at its absolute discretion, to limit the amount or the total number of Bullion that the Client can buy or sell or maintain, or the number of position or the total number of position that a Client can open or maintain, from time to time.
公司不時有絕對的酌情決定權限制客戶可以買賣或維持現貨金/銀合約的數量或總數，或客戶可開倉或維持不平倉合約的數目或總數。

TRADING BY THE COMPANY

公司執行的交易

18. (a) The Company by its directors, partners employees or agents may trade on their own accounts.
公司之董事、合夥人、雇員或經紀有可能替自己擁有之帳戶作買賣交易。
- (b) The Client acknowledges and agrees that the Company, at its absolute discretion, may take the opposite position to the Client's Trading Order, whether on its own account or on behalf of other Clients, and/or the Company may take opposite position to the Client's Trading Order to match the Client's partial or entire Trading Order and/or may transfer the Client's partial or entire Trading

客戶確認及同意公司有絕對的酌情決定權，不論于代表公司或代表其他客戶，可進行與客戶將交易指令的相反盤，及/或公司可進行與客戶交易指令的相反盤去配對客戶部分或全部交易指令及/或代表公司或代表客戶可轉移客戶的部分或全部交易指令到另一市場。

- (c) The Client authorizes the Company to apply any monies which the Client may deposit with or pay to the Company, in or towards meeting the Company's obligations to any person insofar as such obligations arise out of, in connection with or incidental to business transacted by the Company on the Client's behalf,
對公司代表客戶執行買賣而產生的，相關的或衍生的責任，客戶授權公司使用客戶存放或繳付予公司的款項來履行該些責任。

COMMISSIONS

佣金

19. The Client shall pay and the Company shall receive commissions when the Client is placing a Trading Order in respect of the Client's Account, at such rate as the Company from time to time has notified the Client or otherwise prescribed by the Company as being the rate or rates applicable to the Trading Order or to the Client's Account. All commissions shall be paid by the Client immediately upon the Trading Order being accepted by the Company and the Client agrees that all the commission may be deducted from the Client's Account.

當客戶于客戶帳戶進行一個交易指令，客戶將須繳付及公司將會收取佣金。佣金之比率為公司不時通知客戶之比率或公司規定應用於客戶帳戶的比率。所有佣金將由客戶于交易指令被公司接納後立即繳付，而客戶亦同意佣金可以從客戶帳戶中扣除。

INTEREST

利息

20. Interest chargeable or payable on the Client's open position or on the Client's Account shall be as prescribed by the Company and notified to the Client from time to time.

客戶未平倉的合約或客戶帳戶所須繳付或收取的利息，將按公司規定並會不時通知客戶的方式計算。

MARGIN

交易保證金

21. (a) The Client shall deposit an initial margin (as defined in the trading rules stipulated by the Company and notified to the Client from time to time) with the Company in the amount as prescribed by the Company and notified to the Client from time to time, in order to commence trading in Bullion, to secure the due and punctual performance of the Client under this Agreement. For as long as the Client's Account has an open position, the Client shall maintain the maintenance margin (as defined in the trading rules stipulated by the Company and notified to the Client from time to time). If the balance in the Client's Account drops below the requirement of the maintenance margin, then the client shall provide cash immediately to satisfy the requirements as set by the initial margin, failing which the Company shall have an absolute discretion to effect such act or acts (including but not limited to closing out all or some of the open position(s) in the Client's Account) to protect its interest. In such circumstances where the Client holds positions opened 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 by the Client to the Company. 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 deficit balance in any of the Client's account(s), resulting losses, costs and expenses (including but not limited to legal costs) suffered or incurred by the Company due to liquidating the positions by the Company pursuant to this Clause and/or arising from the Clients' failure to provide cash as to satisfy the initial margin, on a full indemnity basis.

為客戶于本協定下可開始進行買賣現貨金/銀合約交易及確保客戶于本協定下恰當的及如期的表現，客戶須于公司存放「最初保證金」(其定義已規定於公司制定的並會不時通知客戶的交易規則內)，保證金額由公司規定，並會不時通知客戶。只要客戶帳戶一直有未平倉的合約，客戶須保持「最低維持保證金」(其定義已規定於公司制定的並會不時通知客戶的交易規則內)如客戶帳戶的結餘低於「最低維持保證金」的要求，客戶須立即為達到最初保證金的要求提供現金，如未能達到該要求，公司將有絕對的酌情決定權去作出為保障客戶的利益而須作出的行為(包括但不限於將所有或部分客戶帳戶的未平倉的合約予以平倉)。如客戶在不同時間均持有未平倉的合約，公司有權選擇那一個未平倉的合約應予以平倉及平倉的次序。該些行為將會對客戶有約束性，猶如該客戶對公司已有效地作出適當的指示。客戶不可撤回地同意公司在執行該些行為時，公司絕不會對客戶有任何減低或消除損失的責任義務或其他形式之責任。客戶將為任何該些客戶帳戶的虧損，及公司基於履行此條款及/或由於客戶未能提供現金達到最初保證金，而須作出的平倉行為，而承受的損失，費用及支出(包括但不限於法律費用)作出全面補償。

- (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 endeavours to notify (but without the responsibility to do so) the Client 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.

如客戶持有未平倉的合約，客戶須對市場波動有警覺性並確保有足夠最低維持保證金，如最低維持保證金不足，公司會盡能力知會(但沒有責任知會)客戶維持該最低維持保證金。不論客戶有否收到公司的通知，客戶必須維持最低維持保證金的金額。

- (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 absolute 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.

公司可以不時修改最初保證金及最低維持保證金的要求及一旦作出更改，客戶的未平倉的合約，不論現時或未來的，必須遵守新要求。客戶同意不時在公司絕對的酌情決定下維持公司所要求的抵押品及/或保證金。客戶亦同意于公司要求下立即支付所有由任何客戶帳戶所虧欠的款項。

PAYMENT, DELIVERY AND SETTLEMENT

付款、交收及平倉

22. Settlement of a Trading Order which opens a position will be deferred and only take place upon the opened position being matched

by a subsequent Trading Order and closed. The resulting net position will be used for settlement purpose. Upon settlement, all the amounts payable to the Company by the Client and all the amounts payable by the Company to the Client will be offset against each other.

開倉交易指令的交收會延遲至與其後的相應平倉交易指示配對後才進行。交收將根據對盤後的淨金額來進行。交收時，所有由客戶須支付公司的金額會與所有由公司須支付客戶的金額互相抵銷。

23. The Client acknowledges and agrees that no physical delivery will be made, unless prior arrangements have been made with the company in advance.
除客戶及公司預先另有協定及安排外，客戶確認及同意不會有任何實金交收。
24. The settlement currency is Hong Kong Dollars. The exchange rates between US Dollars and Hong Kong Dollars shall be determined by the Company with reference to prevailing market rates.
交收的貨幣為港元。美金與港元的兌換率將由公司參考當時市場匯率而定。

ON-LINE SERVICES

網上服務

25. Trading Order may be placed upon the Company by the Client via On-Line Services or by telephone.
交易指示可由客戶通過網上服務或通過電話向公司發出。
26. The Client agrees that he shall be the only authorized user of the Access Codes and the On-Line Services. The Client shall keep the Access Codes strictly confidential and shall not disclose the Access Codes to any person under any circumstances.
客戶同意他是唯一經授權的登陸密碼及網上服務的使用者。客戶須將登陸密碼保密，並絕不可對任何人透露其登陸密碼。
27. The Client agrees to pay any fees that the Company may charge him for using the On-Line Services
客戶同意支付公司就該網上服務可能向其收取的任何費用。
28. The Client agrees to review every instruction before entering it through the On-Line Services as it may not be possible to 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.
客戶同意在輸入網上服務前對每一項指示進行核實，因為可能無法撤銷已經發出的指示。客戶可以書面形式請求取消或修改其指示，但公司沒有義務接受任何該類請求。客戶確認，一項指示只可以在其執行前，取消或修改。
29. Where an instruction is received through the On-Line Services from the Client:
當指示從客戶經網上服務收到後：
- (a) the Company shall execute such instruction at the price quoted in the On-Line Services at the exact point in time that such instruction is received by the Company; or
公司將在指示被收到的那一刻間，按照網上服務上的報價執行該項指示；或
 - (b) where the Client has specified a price, the Company shall start to execute such instruction immediately once the price quoted in the On-Line Services has reached or passed the specified price, and the execution price will be the price quoted in the On-Line Services at the exact point in time of the execution, which may not be identical to or may be better or worse than the specified price.
在客戶指定價格的情況下，一旦網上服務上的報價達到或越過該指定價格，公司將開始執行該項指示，執行價格將是網上服務上在那該的報價，有可能與指定價格相同或比指定價格較優或較劣。
30. The Client further acknowledges and agrees that, as a condition of using the On-Line Services to give instructions, the Client shall immediately notify the Company if:
客戶進一步確認並同意，作為使用網上服務發出指示的條件，客戶應立即通知公司，如果：
- (a) an instruction has been placed through the On-Line Services but the Client has not received an accurate written acknowledgement of the instruction via email;
一項指示已經通過網上服務發出，但客戶沒有經電郵收到有關該指示的準確書面確認；
 - (b) the Client has received a written acknowledgement of a transaction via email which the Client did not give instruction for;
客戶經電郵收到客戶本身不曾發出過的指示的書面確認；
 - (c) the Client becomes aware of any unauthorized use of his Access Codes; or
客戶覺察到其登錄密碼有任何被未經授權的使用；或
 - (d) the Client has difficulties with regard to the use of the On-Line Services
客戶在使用網上服務時出現或遇到困難。
31. The Client acknowledges and agrees that he shall be wholly and solely responsible for all instructions given or entered by telephone or through the On-Line Services using the Access Codes (whether authorized by him or not, and whether or not the instructions were given or entered by the Company or any of its officers or employees or agents at the Client's express request). Neither the Company nor any of its officers, employees or agents shall incur any liability in relation thereto for the handling, mishandling or loss of any such instructions. The Client shall fully indemnify the Company upon demand against any loss, damage, costs, disbursements and liabilities that the Company may incur or suffer from any instructions given or entered by telephone or through the On-Line Services.
客戶確認並同意對使用登陸密碼通過電話方式或網上服務輸入的所有指示獨自承擔全部責任（不論是經過他的授權，並且也不論該指示是不是由公司，其任何管理人員或雇員或代理人在客戶的明確要求下給予輸入）。公司和其任何管理人員，雇員或代理人都不會對指示的處理，錯誤處理或損失承擔任何責任。一旦要求，客戶應就公司因客戶以電話方式或網上服務給予或輸入指示，而所承受或遭受的損失，損害，成本支出和責任對公司進行全數補償。
32. The Client acknowledges and agrees that the Company is the owner of the On-Line Services. The Client shall not attempt to tamper

with, modify, disassemble, reverse engineer, damage, destroy or otherwise alter any of the hardware and/or softwares of the On-Line Services in any way or sub-license the use of the On-Line Services, and shall not attempt to gain unauthorized access to the On-Line Services or use the On-Line Services in any way other than as On-Line services. The Client undertakes to notify the Company immediately if he becomes aware that any of the actions described above in this paragraph are being attempted or perpetrated by any person.

客戶確認並同意，公司是網上服務的擁有人。客戶不得試圖竄改、修改、掩飾、仿製、損害、毀壞，或以其他任何方式更改網上服務的硬體及/或軟體，或對其再授權，和試圖取得對網上服務未經授權的登錄，或在服務之外以任何其他方式使用網上服務。客戶承諾，如果他察覺到任何人正在作出或嘗試作出此條款所述的任何行爲，他將立即通知公司。

33. The Client understands that the Company does not guarantee the timeliness, sequence, accuracy, continuity, promptness or completeness of the information in the On-Line Services and no recommendation or endorsement from the Company shall be inferred from the information provided therein.

客戶理解，公司對網上服務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，也不能憑該處提供的資訊推論出公司對該些資訊有所建議或批准。

34. The Client agrees that the Company and any of its officers, employees, and agents shall not be liable for any loss or have any responsibility:

客戶同意，公司和其任何管理人員、雇員、代理人對任何損失不承擔責任或具有任何責任：

- (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 On-Line Services, including without limitation damages resulting from the act, omission, mistake, delay or interruption of the On-Line Services, even if the Company, its officers, employees, or agents have been advised of the possibility of such damages or losses; or

於登陸或使用，或不能登錄或使用網上服務所造成的任何種類的損害，不論的直接、間接的、特別的、後續性的、或事故性的，包括但不限於作爲、不作爲、過失、延遲或網上服務中斷所造成的損害，甚至如果公司，其管理人員、雇員、代理人已經得到該損害或損失可能性的通知；或

- (b) for 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 other interconnection problems, incompatibility of computer hardware or software, failure or unavailability of access to the On-Line Services, 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 labour disputes.

對於公司、其管理人員、雇員和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路，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，登陸網上服務的失敗或無效，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，未經授權的登陸、偷竊、火災、戰爭、罷工、民間騷亂，恐怖行爲或其威脅，自然災害或勞工糾紛的原因。

35. 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 On-Line Services, including but not limited to his violation of this Agreement. This obligation will survive the termination of this Agreement.

客戶同意對公司、其管理人員、雇員和代理人提供辯護，補償，使他們免受因客戶使用網上服務相關的，包括但不限於其違反本協議，或由此造成的任何索賠、損失、責任、成本和費用的侵害。此項義務在本協議終止後仍然有效。

36. The Client acknowledges and accepts that:

客戶確認並接受：

- (a) access to the On-Line Services may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance or for other reasons;

在需求高峰、市場不穩定、系統升級或保養或出於其他原因的時段，網上服務的使用可能會不能使用或只能有限度地使用；

- (b) due to unpredictable traffic congestion and other reasons, electronic transmission may not be a reliable medium of communication and such unreliability is beyond the Company's control;

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，而且其上述的不可靠性是公司無法控制的；

- (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;

通過電子方式進行的交易可能由於互聯網的公共性質，而引致互聯網交通，或不正確資料傳輸的原因，遭到干預、傳輸中斷或傳輸延遲；

- (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;

指示可能不被執行或可能被延遲，因此予以執行的價格可能不同于客戶發出指示時的價格；

- (e) communications and personal data may be accessed by unauthorized third parties; and

聯絡資訊和個人資料可能被未經授權的第三方登陸取得；及

- (f) the Client's instructions may be executed without being subject to human review

客戶的指令可能在沒有人進行核實的情況下，予以執行。

37. The Client understands and accepts that the Company may at any time in its sole and absolute discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the On-Line Services.

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，在沒有給予客戶事先通知的情況下，暫緩、禁止、限制或終止客戶使用網上服務。

insolvent by reason of its inability to pay its debts as they fall due, or shall enter into liquidation whether voluntarily or compulsorily, or shall have appointed a receiver for all or any part of its assets, or suffer from the filing of a petition for its winding-up or similar action in consequence of a debt, or if the Client otherwise becomes (voluntarily or involuntarily) the subject of any equivalent procedures entering any relevant bankruptcy, liquidation, re-organization or similar law, or (iii) if, in the opinion of the Company, the Client has breached any terms of this Agreement, or (iv) the Client defaults in respect of any transaction with the Company to which it is a party, or (v) any warrant or order of attachment or distress or equivalent order is issued against any of the Client's Accounts with the Company, or a judgment is levied enforced or executed against any such account or, (vi) a judicial declaration of incompetence is made in respect of the Client, or the Client dies, then all amounts owed by the Client to the Company shall become immediately due and payable, and interest will accrue on the amounts outstanding from time to time. The further performance by the Company of any of its outstanding obligations to the Client under this Agreement (whether for the payment of money or otherwise) shall be conditional upon the Client having fully discharged all its obligations to the Company under this Agreement, and the Company shall be entitled at its absolute discretion, without further notice or demand, to forthwith:

當 (i) 公司認為有必要保障公司, 或 (ii) 客戶基於不能償還負債而提出破產或資不抵債, 或不論自願性或強迫性停業清盤, 或已委任破產管理人或清盤人管理其全部或部分資產, 或因欠債而被提出清盤或同類之呈請, 或客戶 (不論自願或非自願) 被牽涉到任何有關破產, 停業清盤, 重組或同類的法律程式中, 或 (iii) 若公司認為客戶違反協定中的任何條款, 或 (iv) 客戶作為交易的一方不履行與公司之間的交易, 或 (v) 客戶在公司之帳戶被法庭命令或手令, 或被執行法庭所頒佈之判令所扣押, 或 (vi) 客戶被法庭宣佈客戶無行事能力, 或客戶死亡時, 該客戶虧欠公司的所有債務會立即到期及須立即償還, 及利息將不時累積到未償還的債項中。公司在本協定中須為該客戶再履行的責任 (不論是金錢上的支付或其他方面) 將以客戶完全履行本協定的所有責任為先決條件, 公司並有絕對的酌情決定權, 在不再發出通知或要求下, 立即: :

- (a) suspend any of the Company's obligations to perform pursuant to the terms and subject to the conditions of this Agreement;
斬緩履行本公司根據本協定條款下的任何責任;
 - (b) sell or otherwise dispose of in such manner as the Company at its absolute discretion may determine, all or part of any property held for any purpose by the Company or for any account of the Client, and to apply the proceeds in reduction of all or part of any obligations the Client owes have to the Company either directly or indirectly;
以公司在絕對酌情決定權下決定的形式, 沽售或處理任何或全部公司持有客戶的或以客戶名義持有的財產, 並以該收益減低客戶直接或間接須向公司履行的責任;
 - (c) cancel all or any outstanding orders of the Client for Bullion, and/or close all or any positions in the Client's Account whether or not the settlement has taken place;
取消全部或任何未執行之現金/銀合約的指令, 及/或不論已交收與否, 將客戶全部或任何客戶帳戶內未平倉之合約予以平倉;
 - (d) collect any amount due to the Company and accelerate the maturity of any or all of the Clients' outstanding liabilities under this Agreement; and
收取所有虧欠公司的債務及提前本協定下客戶未償還的債務或未到期的責任的到期日; 及
 - (e) set-off, combine or consolidate at any time any of the Client's Accounts (of any nature) maintained with the Company, or any obligation of the Client to the Company to the Client under this Agreement against any obligation of the Client to the Company under this Agreement.
在任何時候, 抵銷, 併合或合併任何於公司維持的客戶帳戶 (不論任何性質), 或以任何在本協定中公司對客戶須履行的責任來抵銷, 併合或合併任何在本協定中客戶對公司須履行的責任。
39. The Company may at its absolute discretion apply the net proceeds (after deduction of all fees, costs and expenses incurred in connection with the exercise of the powers conferred on the Company by this Agreement) actually received by the Company pursuant to the exercise of powers under this Agreement in reduction of the Client's then outstanding obligations to the Company in such order or manner as the Company considers fit.
公司可以以其絕對的酌情決定權利用本協議下賦予的權力將公司在行使該權力後所得到的款項 (在減除公司在執行本協議的權力下已支出的費用成本或支出後) 以公司認為合適的方式或次序來減除客戶所欠公司之責任。
40. The Company shall have absolute discretion in all matters relating to the exercise of its rights under this Agreement, and may sell any property of the Client on a single or collective basis. The Client hereby waives all claims and demands (if any) against the Company in respect of any loss, involuntary or otherwise, directly arising from the exercise by the Company of the powers conferred by this Agreement, howsoever such loss may have been caused (other than through the willful misfeasance or negligence of the Company, or the reckless disregard of the obligations of the Company under this Agreement), whether in relation to the timing or manner of the exercise or such powers or otherwise.
公司有絕對的酌情決定權執行本協議的權利, 並可以以單件或全數方式沽售客戶的財物。客戶在此宣佈放棄所有 (如有) 對公司因執行本協議的權利的同時而直接產生的虧損 (無論非自願與否) 之索償及要求, 不論該虧損是在行使本協議的時間或方法而產生 (除因公司的故意不恰當行為或疏忽, 或公司在不願本協議責任下的魯莽)。
41. In the event that any of the events set out in Clause 38 hereof shall occur, then this Agreement may be terminated forthwith by the Company without notice to the Client. Any such termination shall be without prejudice to the accrued rights and obligations of the parties contained in any provisions hereof which shall remain in full force and effect and shall be enforceable notwithstanding such termination.
在任何情況下如發生第 38 條所列出的事件時, 公司可以在不用通知客戶下終止本協定。該協議的終止並不影響雙方於任何條款下的權利及責任, 儘管協議終止, 該權利及責任將會維持生效及有法律效用並可予以執行。
42. The Client shall be liable for any deficit that may exist after the Company has exercised any or any combination of rights under this Agreement, and any cost or expense (including legal costs) incurred by the Company, on a full indemnity basis, related to such exercise.
客戶須為任何在公司行使本協議下的任何或任何組合的權利後而存在的虧欠及公司因蒙受的成本及費用 (包括法律費用), 作出全面的補償。

全部之協定

43. Each party acknowledges that this Agreement contains the whole agreement between the parties and that each party has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. This Agreement supercedes any prior representation or agreement between the parties whether written or oral and any such representation or agreement is hereby revoked or withdrawn or cancelled.

每一方確認本協議包含雙方之間協定的全部內容，而且每一方並沒有依賴任何由另一方或其雇員或代理人對其作出的口頭或書面的陳述，並且已就所有有關的事項自行進行獨立的調查。本協定取代雙方之間任何事先作出的陳述或協定，不論是書面或口頭，任何該等陳述或協議均在此被撤回或收回或取消。

GOVERNING LAW

管轄的法例

44. The validity, construction, interpretation and enforcement of this Agreement shall be governed by the laws of Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Hong Kong.

本協議之有效性，解釋，釋義及執行方面將受香港法例所規定，客戶及公司雙方並同意接受香港法院之非獨有管轄權。

45. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be stipulated by the Company or any authorities, which shall affect in any respect or be inconsistent with, any of the provisions of this Agreement, the affected provisions shall be deemed to have been varied, modified or superseded (as the case may be) by the said statute, or the said rule or regulation, but all other provisions of this Agreement shall remain valid and effective.

如今後任何法例被通過制定或任何條例或規則今後被公司或任何官方規定，且對本協議中的條款有影響或有矛盾，受影響的條款將被視為根據該法令，或該條例或規則而被改變，修改或取代(如該情況所須)，但本協議的所有其他條款將維持有效及生效的。

Signature of witness 見證人簽署： _____

Client's Signature 客戶簽署： _____

In the Presence of 見證人姓名： _____

Client's Name 簽署人姓名： _____

ID / Passport No. of witness 身份證/護照號碼： _____

ID / Passport No. 身份證/護照號碼： _____

Date 日期： _____

Date 日期： _____

Acknowledgement by Capital Fort Brokers LTD.

財富金屬有限公司確認

We acknowledge and agree to the above

我們確認並接受

Duly authorized for and on behalf of
Capital Fort Brokers LTD.
獲財富金屬有限公司授權人士

Date 日期