

協議號碼

AGREEMENT NO.: \_\_\_\_\_



英皇金業有限公司  
Emperor Bullion Limited

客戶協議（網上交易）

**CLIENT AGREEMENT（ONLINE TRADING）**

帳戶號碼

ACCOUNT NO.: \_\_\_\_\_

香港灣仔軒尼詩道 288 號英皇集團中心 28 樓

28<sup>th</sup> FLOOR, EMPEROR GROUP CENTRE, 288 HENNESSY ROAD, WANCHAI, HONG KONG

<p><b>注意事項</b></p> <ol style="list-style-type: none"> <li>1. 客戶應該了解在進行買賣貴金屬現貨之過程中，是有機會獲取利潤，但同時亦有可能遭受虧損，而在不利的買賣情況下，虧損程度甚至會超過最初存入的保證金數額。貴金屬現貨價格之變動會受到多種不可預測及世界性之因素影響。當價格大幅度變動時，市場或有關監管機構可能採取某些行動，導致客戶無法及時結算虧損的買賣合約。雖然英皇的職員及代表隨時留意市場之波動，惟彼等無法保證彼等之預測準確，亦無法確保虧蝕將不超過某個限額。</li> <li>2. 英皇透過貴金屬場外交易市場從事投機、購買或賣出貴金屬現貨。而場外交易市場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。許多電子交易設施是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，它們有機會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。</li> <li>3. 英皇的保證金政策，以及執行交易的機構 / 清算所的政策可能要求客戶提供追加資金以便維持其保證金帳戶。客戶有義務滿足這類保證金要求，否則將可能帶來未平倉合約的清盤及相應的損失。另外英皇還保留拒絕接受定單的權利或提供市場對沖。</li> <li>4. 簽署本協議前，請小心閱讀整份協議。</li> </ol>	<p><b>NOTICE</b></p> <ol style="list-style-type: none"> <li>1. PLEASE BE ADVISED THAT TRADING IN BULLION INVOLVES THE POTENTIAL FOR PROFIT AS WELL AS THE RISK OF LOSS WHICH MAY UNDER ADVERSE TRADING CONDITIONS EXCEED THE AMOUNT OF INITIAL MARGIN DEPOSIT. MOVEMENTS IN THE PRICE OF BULLION ARE INFLUENCED BY A VARIETY OF FACTORS OF GLOBAL ORIGIN AND DIMENSION, MANY OF WHICH ARE UNPREDICTABLE. VOLATILE MOVEMENTS IN THE PRICE OF BULLION MAY RESULT IN ACTION BY THE MARKET OR THE RELEVANT REGULATORY BODY AS A RESULT OF WHICH A CLIENT MAY BE UNABLE TO SETTLE ADVERSE TRADES. ALTHOUGH THE STAFF AND REPRESENTATIVES OF EMPEROR ARE IN CONSTANT TOUCH WITH MARKET MOVEMENTS, THEY MIGHT UNABLE TO GUARANTEE THE ACCURACY OF THEIR PREDICTIONS NOR COULD THEY GUARANTEE ANY LOSS SHALL NOT EXCEED A SPECIFIED FIGURE.</li> <li>2. EMPEROR THROUGH THE OTC (OVER THE COUNTER) BULLION MARKET TO SPECULATE AND OR PURCHASE AND OR SELL BULLION. THE OTC BUSINESS IS NOT TRADED ON AN ORGANISED EXCHANGE AND THEREFORE DOES NOT REQUIRE OPEN-OUTCRY. EVEN THROUGH QUOTATIONS OR PRICES ARE AFFORDED BY MANY COMPUTER-BASED COMPONENT SYSTEMS, THE QUOTATIONS AND PRICES MAY VARY DUE TO MARKET LIQUIDITY. MANY ELECTRONIC TRADING FACILITIES ARE SUPPORTED BY COMPUTER-BASED COMPONENT SYSTEMS FOR THE 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, THE MARKET, THE BANK AND OR FINANCIAL INSTITUTION.</li> <li>3. EMPEROR'S MARGIN POLICIES AND OR THE POLICIES OF THOSE INSTITUTIONS / CLEARING HOUSES THROUGH WHICH TRADES ARE EXECUTED MAY REQUIRE THAT ADDITIONAL FUNDS BE PROVIDED TO PROPERLY MAINTAIN A MARGIN CLIENT'S ACCOUNT AND THAT CLIENT IS OBLIGATED TO IMMEDIATELY MEET SUCH MARGIN REQUIREMENTS. FAILURE TO MEET REQUIREMENTS MAY RESULT IN THE LIQUIDATION OF ANY OPEN POSITIONS WITH A RESULTANT LOSS. EMPEROR ALSO RESERVES THE RIGHT TO REFUSE TO ACCEPT ANY ORDER OR GUARANTEE A MARKET IN WHICH TO OFFSET.</li> <li>4. PLEASE READ VERY CAREFULLY THE WHOLE OF THIS AGREEMENT BEFORE YOU SIGN ON IT.</li> </ol>
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本協議於二零\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日簽訂。  
協議的其中一方為**英皇金業有限公司**（以下簡稱「英皇」）為一家貴金屬交易商，英皇之註冊辦事處位於香港灣仔軒尼詩道288號英皇集團中心 28 樓，而另一方（「客戶」）之名稱、地址及詳情則載於附錄一及附錄二中。

**鑒於：**

- I. 客戶願意在英皇開立一個或多個帳戶，以供客戶進行貴金屬現貨（包括惟不限於本地倫敦金、本地倫敦銀及港金等）（「貴金屬」）。而為此目的，客戶要求英皇維持其在英皇處開設之一個或多個帳戶，並執行客戶之貴金屬現貨買賣指令。
- II. 英皇同意按下列條款及條件，不時應客戶的要求並由英皇自行決定讓客戶開立一個或多個帳戶，並接受及維持該（等）以名稱、號碼或其他方式開立的帳戶，英皇並同意執行由客戶發出或授權之所有貴金屬現貨買賣指令。

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
**BETWEEN** EMPEROR BULLION LIMITED (hereinafter referred to as "Emperor") is a Trader of bullion transaction. Emperor is situated at 28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong, and the Client whose name, address and description are set out in Appendix 1 and Appendix 2.

**WHEREAS:**

- I. The Client is desirous of opening one or more Accounts with Emperor as the Client may decide from time to time for the sale, purchase and investment in spot bullion traded (including but not limited to Loco London Gold, Loco London Silver and Hong Kong Gold, etc.)("Bullion") and he has requested Emperor to maintain an Account or Accounts with Emperor for him for such purpose and to execute his order for such Bullion trading.
- II. Emperor 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 execute all orders given or authorised by the Client and provide the services of Trading Bullion upon the terms and conditions hereinafter appearing.

雙方茲協定如下：

## 1. 詞彙釋義

於本協議中，除非文議另有所指，否則下列詞語有以下含義：

### 本協議

指本協議，及以附錄形式登載可不時作出修訂或補充之「客戶資料聲明」（附錄一及附錄二）及「客戶及第三者見證人聲明」（附錄三）。

### 帳戶

指依據第5條款，現時或將來以客戶名義在英皇開設之任何買賣帳戶；

### 客戶

用於本協議，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；如客戶屬獨資經營商號，則包括東主、其遺囑執行人及遺產管理人，以及其業務繼承人；如客戶屬合夥經營商號，則包括上述客戶帳戶仍維持之時商號之各合夥人，其遺囑執行人及遺產管理人、以及此後加入或曾經成為商號合夥人之任何其他人士、其遺囑執行人及遺產管理人、以及該合夥商號之繼承人；如客戶為公司，則包括該公司及其授權人士代表；

### 客戶集團公司

指客戶及(如客戶為個人或商號)任何由客戶控制之公司及(如客戶為公司)任何為客戶之控股公司或附屬公司或其控股公司之附屬公司之公司；

### 控制

倘屬下列任何一個情況，則某人即為「控制」一間公司：

- (i) 該公司或另一間為其附屬公司之公司之董事慣常按照該人士指令或指事而行事；或
- (ii) 該人士(單獨或聯同任何聯繫人士)有權行使或控制行使該公司或另一間為其附屬公司之公司股東大會投票權超過 20%；

### 海外帳戶稅收合規法案

指由美利堅合眾國(「美國」)頒布的《海外帳戶稅收合規法案》，會於 2014 年 7 月 1 日正式生效及修改版本會不時更新，當中包括：

- (i) 政府與監管機構之間就《1986 年美國國內收入法》訂立的任何政府間協議，諒解備忘錄、承諾及其他安排(包括香港特區政府訂立的任何政府間協議、諒解備忘錄、承諾及其他安排)；
- (ii) 英皇與美國國家稅務局(「國稅局」)或其他監管機構根據或就《1986 年美國國內收入法》訂立的協議；及
- (iii) 根據任何前述者在美國、香港或其他地方採納的任何法律、規例、規則、詮釋或慣例。

### 外國法規定

指根據任何今後或現時的以下各項，向英皇施加的任何義務：

- (i) 外國法律(包括英皇按其 / 彼等全權及絕對酌情權認為其 / 彼等受約束的外國法律)；
- (ii) 落實香港在與外國政府或監管機構的協議下的義務的香港法律；
- (iii) 英皇與外國政府或監管機構訂立的協議；或
- (iv) 在香港境內或境外的任何法律、規管、政府、稅務或執法團體就 (i) 至 (iii) 項頒布的指引或準則。

NOW IT IS HEREBY AGREED as follows:

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions shall bear the following meaning:

### Agreement

Means this Agreement, "Client Information Statement" (Appendix 1 and Appendix 2) and "Client and Third Party Witness Statement" (Appendix 3) are annexed hereto as amended or supplemented from time to time;

### Account(s)

Means any trading Account now or in the future opened in the name of the Client with Emperor pursuant to Clause 5;

### Client(s)

Means wherever used shall in the case where the Client(s) is/are individual(s) include the Client(s) and his/their respective executor(s) and administrator(s) and in the case where the Client is a sole proprietorship firm include the sole proprietor and his executor(s) and administrator(s) and his or their successor(s) 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 executor(s) and administrator(s) and any other person(s) or persons 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 the successor(s) to such partnership business and where the Client is a company include such company and its representative;

### Client Group Company

Means the Client and (where the Client is an individual or firm) any company which is controlled by the Client and (where the Client is a company) any company which is the holding company or a subsidiary, or a subsidiary of the holding company, of the Client;

### Control

A person is in "Control" of a company, if one of the following condition is applicable:

- (i) it is in accordance with such person's directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act; or
- (ii) such person, either alone or with any associate, is entitled to exercise, or control the exercise of, more than 20% of the voting power at general meetings of the company or of another corporation of which it is a subsidiary;

### FATCA

Means Foreign Account Tax Compliance Act which was enacted by the United States of America ("U.S.") and will become effective on 1 July 2014 or any amended version from time to time which includes:

- (i) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (U.S. Internal Revenue Code of 1986) including as entered into by the government of Hong Kong SAR;
- (ii) agreements between Emperor and the U.S. Internal Revenue Services ("IRS") or other regulator or government agency pursuant to or in connection with (U.S. Internal Revenue Code of 1986); and
- (iii) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

### Foreign Law Requirements

Means any obligation imposed on Emperor pursuant to any future or present:

- (i) foreign laws (including foreign laws in respect of which Emperor in its/their sole and absolute discretion considers itself/themselves bound);
- (ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government or regulator;
- (iii) under agreements entered into between Emperor and a foreign government or regulator; or
- (iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii).

## 控股公司及附屬公司

分別具備不時作出修訂或重新頒布條例第 2 條(香港法例第 32 章)所賦予之涵義；

## 必須保證金

指英皇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前存入英皇，作為對所有貴金屬現貨交易的擔保；

## 追加保證金

指在必須保證金因市場價格的不利波動而出現虧損時，英皇要求客戶填補的保證金。追加保證金額必須是百份之百補足至必須保證金的數額；

## 附加保證金

指英皇認為應增收客戶的按金。此等保證金是作為在客戶透過英皇進行的任何或所有貴金屬現貨交易時進一步的擔保；

## 書面

包括書寫、印製、平版印刷、照片、打字、電報及電傳訊息、圖文傳真傳送及任何一種及各種其他可以見到、可以辨別及非暫時性以轉載文字或數字之形式。而英皇亦可透過其網站地址作出任何公佈；

## 中介人

所有引薦業務或客戶給予英皇的人士或組織或公司；

## 工作日

指英皇之營業日；

## 網站地址

英皇之網站地址 [www.empfs.com](http://www.empfs.com) 或英皇公佈之官方網站。

## Holding Company And Subsidiary

Have the respective meanings ascribed thereto by Section 2 of the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) as amended or re-enacted from time to time;

## Necessary Margin

Means such level of deposit as may be required of the Client by Emperor at Emperor's discretion from time to time to be deposited with Emperor the time of or before a trading order is placed by the Client as security for all Bullion transactions;

## Variation Margin

Means such additional deposit required of the Client by Emperor in the event that the Necessary Margin has been impaired due to adverse price fluctuation in the market. The amount of Variation Margin required of the Client shall be the amount required to restore the deposit to 100% of the Necessary Margin;

## Additional Margin

Means such further or additional deposit as Emperor shall deem to be necessary to pay to Emperor as further security for any or all Bullion transactions placed or to be placed by the Client with Emperor;

## In Writing

Includes writing, printing, lithography, photographs, type-writing, cable and telex messages, facsimile transmission and any and every other mode of reproducing words or figures in a visible, legible and non-transitory form unless otherwise specifically designated in this Agreement. Emperor will also make the announcement on its website address;

## Intermediate

Any person or party or company who refers or introduces business and/or clients to Emperor;

## Working Day

Means a day on which Emperor is open for business;

## Website Address

Emperor's website [www.empfs.com](http://www.empfs.com) or any other websites as amended from time to time in Emperor's official company website.

2. 標題僅為方便參閱或引述之用，並不影響本協議之涵義及詮釋。
3. 除非另有註明或文義另有規定外，本協議內述及之條款及附錄乃指本協議之條款及附錄，述及之法律或法規包括不時經過修訂、延展或重新頒布之法律或法規，述及之單數亦包括複數在內（反之亦然），男性或女性字眼包括兩種性別在內，而述及之人士則包括公司在內。
4. **適當授權 / 資格**
  - 4.1 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為正式組成及註冊。客戶同時保證本身有權訂立協議及一切附帶及 / 或據此訂立之合約；而在任何情況下，本協議及該等合約均對客戶構成具有法律約束力及須予履行之義務。
  - 4.2 英皇茲保證本身為一間根據香港法例第 32 章公司條例正式註冊之有限責任公司，並有權訂立本協議。
5. **帳戶之操作**
  - 5.1 客戶茲指示而英皇茲同意以客戶名義開立及維持帳戶，以便按照本協議之條款及條件出售、購買、投資、兌換或以其他方式處理及以一般形式買賣各類貴金屬。
2. Headings are inserted for convenience or reference only and shall not affect the construction and interpretation of this Agreement.
3. Unless otherwise stated or the context otherwise requires references in this Agreement to Clauses and Schedules are to clauses of and schedules to this Agreement, references to a statute or statutory provision includes a reference to it as amended, extended or re-enacted from time to time, references to the singular includes the plural and vice versa, words importing any gender include every gender and references to person include corporations.
4. **DUE AUTHORITY / CAPACITY**
  - 4.1 The Client warrants that in the case of being an individual, he is of full age and capacity and in the case of being a firm or corporation, it is duly constituted and incorporated and has power to enter into this Agreement and all contracts made or to be made incidental and/or pursuant thereto, and in any case, this Agreement and such contracts are and will constitute as legally binding and enforceable obligation of the Client.
  - 4.2 Emperor hereby warrants that it is a company duly incorporated with limited liability under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) and has power to enter into this Agreement.
5. **OPERATION OF ACCOUNT**
  - 5.1 The Client hereby instructs and Emperor hereby agrees to open and maintain Account(s) in the name of the Client for the sale, purchase, investment in, exchange or otherwise disposal of and generally trading in and with all kinds of Bullion in accordance with the terms and conditions of this Agreement.

5.2 如果客戶將交易授權或對其帳戶的管理交予中介人，英皇將絕不對客戶作出的選擇負責或對此作出任何推薦。英皇不對有關交易中中介人作出任何聲明或保證；英皇不會因為交易營業代表的行為而對客戶產生的損失負責；英皇不對交易中中介人的運作方式作出任何隱含或直接的支持或批准。如果客戶授權客戶中間人管理其帳戶，客戶自己承擔風險。

5.3 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，並確知其向英皇發出的指令，可能會受當時情況影響而無法執行（尤其是結算所持合約而訂立相配合約的指令）。客戶同意所有與本合約有關的損失由其承擔，英皇毋須對任何與本合約有關的損失負責，除非該等損失是由於英皇處理失當或顯著疏忽所致。

## 6. 財務審查

6.1 客戶茲以不可撤回方式授權英皇對客戶進行信用查詢或審查，以確定客戶之財政狀況及投資目標。而客戶亦同意英皇的僱員或其他代表獲得不可撤回之授權可隨時聯絡任何人士（包括惟不限於客戶之往來銀行或經紀或任何信用貸款評審機構）以查核「客戶資料聲明」內所載之任何資料。

6.2 客戶向英皇保證所披露的財務訊息準確地表達了客戶目前的財務情況。客戶進一步聲明並保證在確定其淨值時，資產與負債已被仔細計算，並將負債從資產中扣減來確定客戶在財務訊息中提供的淨值。客戶聲明並保證在確定資產價值時，客戶包括了現金及或現金等值品和可流通證券，自有房產（不包括主要住宅），人壽保險的現金價值及其它有價資產。客戶聲明並保證在確定負債時，客戶包括了應付銀行的本票（擔保或非現擔保），應付親屬的本票，應付房產抵押貸款，（不包括基本住所）及其它債券。客戶聲明並保證在確定其流動資產時，客戶僅包括能迅速（一天時間以內）變現的資產。客戶聲明並保證其已非常仔細地考慮了客戶資產中可為風險資本的部分。客戶保證及聲明風險資本是指如此金額的資金，即客戶願意將其投入風險之中，且即使損失也不會對客戶的生活方式帶來任何改變。如果客戶的財務狀況發生變化以致降低客戶的淨值、流動資產及 / 或風險資本，客戶同意立即告知英皇。

## 7. 買賣

7.1 客戶茲聲明客戶是為自己進行買賣。

7.2 英皇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。英皇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場外買賣。除非客戶以書面形式作出反對，否則英皇獲授權跟英皇認為適合之對手方如銀行、機構或資深參與者執行所有訂單。

7.3 如事前獲英皇批准，英皇之任何僱員及其他代表可以為本身利益訂立買賣合約。

5.2 In the event that Client grants trading authority or control over Client's Account to Intermediate, Emperor shall in no way be responsible for reviewing Client's choice of such Intermediate or for making any recommendations with respect thereto. Emperor makes no representations or warranties concerning any Intermediate; Emperor shall not be responsible for any loss to Client occasioned by the actions of the Intermediate; and Emperor does not, by implication or otherwise endorses or approve of the operating methods of the Intermediate. If Client gives the Intermediate authority to exercise any of Client's rights over Client's Account, Client does so at Client's own risk.

5.3 The Client agrees and declares that he is fully aware of the risk involved in Bullion trading and is also aware that orders placed with Emperor, may due to the prevailing circumstances, fail to be executed (including but not limited to an order to settle an existing contract by entered into a matching contract). The Client agrees all losses incurred in any contract in such circumstances shall be borne by the Client. Emperor shall not be liable for any loss incurred in any contract, unless such loss or damage arises from wilful misconduct or gross negligence on the part of Emperor.

## 6. FINANCIAL CHECK

6.1 The Client hereby irrevocably authorises Emperor to conduct a credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client. And the Client also agrees that Emperor's employee or other representative is/are hereby irrevocably authorised at any time to contact anyone (including but not limited to the Client's banker or brokers or any credit rating agency) to verify any information provided in the "Client Information Statement".

6.2 Client represents and warrants that the financial information disclosed to Emperor is an accurate representation of Client's current financial condition. Client further represents and warrants that in determining the Client's net worth, assets and liabilities were carefully calculated then liabilities were subtracted from assets to determine the value that the Client has included in the financial information as net worth. Client represents and warrants that in determining the value of assets, Client included cash and or cash equivalents, marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable assets. Client represents and warrants that in determining the value of Liabilities. Client included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. Client represents and warrants that in determining Client's Liquid assets Client included only those assets that can be quickly (within one day's time) converted to cash. Client represents and warrants that Client has very carefully considered the portion of Client's assets which Client considers to be risk capital. Client warrants and represents that risk capital is the amount of money Client is willing to put at risk and if lost would not, in any way, change Client's lifestyle. Client agrees to immediately inform Emperor if Client's financial condition change in such a way to reduce Client's net worth, liquid assets and or risk capital.

## 7. TRADING

7.1 The Client hereby declares that he is trading on his own behalf.

7.2 Emperor may take opposite position to match the Client's partial or entire trading orders and/or transfer the orders to market. Emperor is authorised to purchase and/or sell OTC 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 Client to the contrary in writing, Emperor is authorised to execute all orders with such bank, institutions or participants as Emperor deems appropriate.

7.3 Employees and other representatives of Emperor, subject to prior written approval of Emperor by way of a policy of personal trading by staff established under the Rules, may be allowed to trade contracts on their own Accounts.

- 7.4 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，亦可能透過任何代辦人、經紀或往來人士或公司間接執行而毋須通知客戶。
- 7.5 客戶確知貴金屬現貨買賣價格因機構而異，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，接受英皇不時開報的價格為當時能取得的最佳價格。
- 7.6 客戶在此承認並同意下述情況有可能出現，即與英皇相關的某一主管、董事、關聯機構、關聯人、僱員、其他代表、銀行或銀行僱員、交易商及英皇本身可能是客戶帳戶所進行的交易的對手當事人或經紀。客戶在此同意進行上述交易，僅有的限制是有關執行買賣定單的銀行、機構、交易所或交易委員會的任何可能的條例或規定，或其他監管機構的任何可能的限制與條件。
- 7.7 客戶應遵守及接受英皇不時規定或更改之一切規則、所需求之保證金金額、交易事實、落單時間表及 / 或其他有關貴金屬買賣之事項。
- 7.8 一切有關任何交易或合約之稅項、徵稅、費用或其他支銷及開支，概由客戶全部承擔，而客戶須保障英皇完全毋須支付此等款項。
- 7.9 客戶可從其保證金帳戶中提取款項，惟須以書面通知英皇其提款意願。英皇收到通知後將在兩個工作日內安排付款予客戶。客戶提取之款項不得超過上述帳戶之結存減去必需保證金及英皇接獲客戶書面通知當天客戶未平倉合約之浮動虧損總額。
- 7.10 客戶可以透過書面或口頭（以電話或實際接洽）或電傳發出執行合約之指令。未得英皇書面同意或確認，指令一經發出即不得撤銷或撤回。英皇有權信賴及以誠信態度合理相信乃由客戶所發出之任何指示、指引、通知或其他通訊，而客戶同意就英皇因信賴上述事項而引致之虧損、費用及支銷（包括惟不限於法律費用及或帳務管理公司之費用）向英皇作出賠償保證及保障英皇不會因此蒙受損失。
- 7.11 (a) 透過專用交易電話線由英皇與客戶於業務過程中之所有電話談話，將會被英皇操作之中央錄音系統錄音。
- (b) 客戶可要求英皇給予一個特定私人密碼（「私人密碼」）作為登入交易平台或識別身份之用途。客戶承諾將交易密碼絕對保密，並對任何意外或故意或未經許可向任何第三者泄露交易密碼負上全部責任。任何人士如能向英皇提供該交易帳戶的交易密碼，此人士將被視為已授權並對客戶具有不可推翻的約束力。客戶確認交易密碼有被未經授權人士盜用或作未經授權用途之風險，並同意完全承擔該等風險及全面賠償英皇因該等風險而引致之一切後果。客戶如獲悉或懷疑交易密碼經泄露予任何未經授權之人士或有任何未經授權之指示被發出，則須立即通知英皇。
- 7.4 Any order from the Client may be executed directly at the relevant market or with any person or market or indirectly through any agent, broker, any correspondent person or company without the need of notifying the Client.
- 7.5 The Client recognised that Bullion trading price may vary from institution to institution and from minute to minute and that it may prove impossible to effect trades even at advertised prices. Thus the Client agrees to accept that such price as Emperor may offer him from time to time is the best price then available.
- 7.6 Client hereby acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, other representative, bank, bank employee or trader associated with Emperor, or Emperor itself, may be the opposing principal or broker for a trade entered for Client's Account. Client hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules, or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable Regulation of any other regulatory agency.
- 7.7 The Client shall observe and accept all rules, margin deposit requirements, trading facts, trading rules, time table(s) for placing order(s) and/or other matters relating to Bullion trading as prescribed by Emperor from time to time.
- 7.8 All taxes, levies, charges or other expenses and outgoings in respect of any transaction or contract shall be borne solely by the Client who shall indemnify Emperor in full against payment of the same.
- 7.9 The Client may make withdrawals from his margin Account(s) by giving Emperor a notice in writing of his intention to withdraw and payment will be arranged to the Client within 2 Working 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 Necessary Margin and the amount of the Client's gross floating loss calculated on his open positions/contracts at the date the Client's written notice is received by Emperor.
- 7.10 Orders to execute contracts may be given in writing or orally (whether by telephone or actual meeting) or by telex and whether by the Client, once given may not be rescinded or withdrawn without the written consent or confirmation of Emperor. Emperor shall be entitled to rely on any instructions, directions, notices or other communication which Emperor reasonably believes in good faith to be from the Client and the Client agrees to indemnify Emperor and hold Emperor harmless from and against losses, costs and expenses (including but not limited to legal costs and/or debt collection fee) suffered or incurred by Emperor in reliance thereon.
- 7.11 (a) All telephone conversations between Emperor and the Client in the course of business via specific trading telephone lines will be recorded on a centralised tape recording system operated by Emperor.
- (b) A specific personal identification number (the "PIN") for login the trading platform or identification purpose will be assigned by Emperor to the Client. The Client undertakes to keep the PIN in strict secrecy and shall be fully responsible for any accidental, intentional or without permission to disclose thereof to any third person. Any person who can provide the PIN to Emperor shall be deemed to be authorised for the relevant Account and binding upon the Client. The Client acknowledges that there are risks of the PIN being abused by unauthorised person(s) or for unauthorised purposes and agrees to bear such risks absolutely and to indemnify Emperor in full against all consequences arising from such risks. The Client shall notify Emperor immediately upon notice or suspicion of the PIN being disclosed to any unauthorised person(s) or any unauthorised instruction being given.

- (c) 客戶必須將密碼保密存放，確保第三者無法取用交易設施。客戶同意對所有經電郵傳送來的指示和對所有經由電郵、口頭或書面向英皇發出的指示確實負責，即使是由第三者發出，這些指示已和客戶密碼和帳戶號碼認證，根據英皇的判斷相信是客戶表面授權。英皇並沒有責任對這個表面許可權作進一步查詢，也沒有責任因為依據這些指示或表面許可權所採取的行動或不採取行動所造成的後果負責。
- (d) 雙方同意英皇與客戶在業務過程中記錄於英皇操作之中央錄音系統內之任何電話談話或英皇交易系統伺服器內之任何交易紀錄，即為任何所記錄買賣指令之最終及確定證據。
- (e) 接受客戶發出買賣指令之電話號碼由英皇以書面指定，並可不時予以更改。該更改事宜由英皇發出通知之日或英皇在其網站地址公佈時起才生效。

7.12 在任何情況下，客戶有可能被要求減少其未平倉合約的數目或將其與英皇訂立之未平倉合約平倉。

7.13 除客戶之斬倉指示外，英皇並無任何責任進行任何特定交易，惟該斬倉指示之執行須不受送達英皇之司法或行政命令或對客戶提出之任何破產或清盤申請所禁止。倘任何有關帳戶內之資金不足或倘英皇相信有關行動可能令致英皇或客戶觸犯任何法律、規則或規例，則英皇並無任何責任按照有關指示行事。倘英皇酌情拒絕接受客戶之任何指示，英皇將會通知客戶，惟英皇於任何情況下對客戶因英皇拒絕按該等指示行事或遺漏通知客戶所蒙受或引致之任何虧損、喪失利潤或收益、損害、負債、費用或支銷，一概不承擔任何責任。

7.14 英皇被授權按照客戶的電腦或錄音電話指令或向對手為客戶的帳戶進行場外市場買賣。英皇有權訂定限制客戶每次下單的總數。英皇有權限制客戶獲得或持有的未平倉合約的金額及 / 或總數。英皇將努力按照客戶電腦或錄音電話的指示執行其選擇接受的定單。英皇有權拒絕接受任何定單或保證市場對沖。但是，英皇將不負責任何英皇不可直接或間接控制的事件、行為、遺漏或疏忽造成的損失或損害，這種情況包括但不限於任何由於傳輸或通訊設施故障造成的定單或資訊傳輸的延遲或不準確帶來的損失或損害。

## 8. 風險披露聲明

8.1 從事槓桿式貴金屬交易所導致損失可以是相當大的，客戶所招致的損失可能會超過客戶原本投資的資金。一些附帶條件的定單，例如「止損單」或「止損限價單」，並不一定保證將損失降至於限定的範圍內，因為市場的狀況有可能使該定單無法成交，有可能在短時間內通知客戶補倉。如果客戶無法在限定的時間內補足資金，客戶的持倉將有機會被強制平倉，而客戶則對帳戶內的赤字有償還的義務。因此，客戶必須依照客戶的財務狀況及投資標準做審慎的評估及考慮。

(c) Client is obligated to keep passwords confidential and ensure that third parties do not obtain access to the trading facilities. Client agrees to be conclusively responsible for any instructions received electronically that is identified with Client's password and Account number and for any electronic, oral and written instruction to Emperor from persons whom Emperor, in its sole judgment, believes are apparently authorised by Client. Emperor shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by Emperor in reliance on any such instructions or on the apparent authority of any such persons.

(d) The parties agree that any telephone communication between Emperor and the Client in the course of business recorded on the centralised tape recording system operated by Emperor and all the transaction record in Emperor's trading system server shall be final and conclusive evidence of any order(s) so recorded.

(e) The telephone numbers for the acceptance of orders from the Client will be designated by Emperor in writing subject to change from time to time. Such change shall be effective on the date notified by Emperor or as announced by Emperor by way of notice displayed at Emperor's principal place of business and Emperor Website Address.

7.12 In any situation, the Client may be required to reduce or close out his open position with Emperor.

7.13 Emperor shall not be under an obligation to enter into any particular transaction except for the Client's liquidation instructions and provided that execution of such liquidation instructions is not barred by judicial or administrative orders served on Emperor or the presentation of any bankruptcy or winding-up petition against the Client. Emperor shall not have any obligation to act in accordance with any instruction if there are insufficient funds in any relevant Account or if Emperor believes that to do so might result in either Emperor or the Client contravening any law, rule or regulation. If Emperor in its absolute discretion declines to accept any instruction from the Client, Emperor will notify the Client accordingly, but Emperor shall not in any circumstances whatsoever be liable for any loss, loss of profit or gain, damage, liability, costs or expenses suffered or incurred by the Client arising out of or in connection with Emperor declining to act on such instructions or omitting so to notify the Client.

7.14 Emperor has the right to set the limit in the number of total transactions for each order. Emperor retains the right to limit the amount and or total number of positions that Client may acquire or maintain at Emperor. Emperor will attempt to execute all orders in accordance with computer or tele-recorded instructions of the Client. Emperor reserves the right to refuse to accept any order or guarantee a market in which to offset. Emperor shall not be responsible for any loss or damage caused, directly or indirectly, by any event, omission or mistake is caused by the acts beyond the control of Emperor including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and or information due to a breakdown in or failure of any transmission or communication facilities.

## 8. RISK DISCLOSURE STATEMENT

8.1 The risk of loss in leveraged Bullion trading can be substantial. Client may sustain losses in excess of Client's initial margin funds. Placing contingent orders, such as "stop loss" or "stop limit" orders will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, Client's position may be liquidated. Client will remain liable for any resulting deficit in Client's Account. Client should therefore consider whether such trading is suitable in the light of Client's own financial position and investment objectives.

- 8.2 因為貴金屬交易的風險因素很高，只有真正的可承受風險資金可以用於這類交易。如果客戶並無盈餘資金可供損失，客戶不應在貴金屬市場上交易。
- 8.3 客戶承擔投資於槓桿或非槓桿的交易是投機性的，涉及高度風險，只適合於能夠承擔超過其保證金存款損失風險的人士。客戶理解由於場外市場交易通常要求的保證金較低，場外市場的價格變動可能帶來相當大的損失，該損失可能超過客戶的投資和保證金存款。客戶保證其願意且能夠在財務上或其他方面承擔場外市場交易的風險，客戶同意不就因遵循英皇或其僱員或其他代表作出的交易推薦，或建議而造成的交易損失追究英皇的責任。客戶認識到保證場外市場交易的盈利或不受損失是不可能的。客戶承認其未從英皇或其僱員或其他代表或客戶與之打交道以進行英皇交易的實體之外獲得這類保證，並且未根據任何上述保證來訂立本協議。
- 8.4 以保證金為基礎的場外市場貴金屬交易是金融市場上最具風險的投資方式之一，且僅適合於有經驗的投資者和機構。在英皇開立的帳戶允許客戶以很高的槓桿比率(可高達客戶帳戶資產的一百倍，槓桿比率可由英皇不時修改或者按照其他適用的規例)進行貴金屬交易。鑒於存在損失全部投資的可能性，在貴金屬市場進行投機的資金必須是風險資本金，其損失將不會對客戶個人或機構的財務狀況產生太大影響。
- 8.5 在場外交易市場上，英皇不僅於進行交易所場外交易，而更可能是客戶交易的對手。客戶有可能在這種情況下平倉，而評定價值來確定公平價值價格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的風險，而場外交易可能受到較少的監管或受管於單調的監管體系。因此在開始交易之前，客戶應該瞭解適用的規定和伴隨的風險。
- 8.6 在使用外幣交易中，如果有必要進行貨幣兌換的話，客戶的盈利或損失將受到匯率變動的影響。
- 8.7 由於英皇不能控制信號能力，信號通過互聯網的接收和路由，客戶設備的結構或連接的可靠性，英皇不對互聯網上交易中出現的通訊故障，失真或延遲負責。
- 8.8 大部分公開報價和電子交易的設施是由以電腦為基礎的系統來支援進行交易下單、執行、匹配、登記和清算的。與所有的設施和系統一樣，他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制於系統提供者、市場、清算所以及 / 或會員公司設定的責任限度。這些限度可能是不一樣的。
- 8.9 在某一電子交易系統的交易可能不僅不同於公開報價市場的交易，也不同於在其他電子系統的交易。如果客戶在某一電子市場從事交易，客戶將面臨與該系統相關的風險，包括硬體和軟體的故障。系統故障可能造成客戶的定單難以按照客戶的指示執行或根本不能執行。
- 8.10 英皇將不負責任傳輸或通訊設施故障、電力短路或任何其他英皇所不能控制或預計的原因帶來的指令傳輸的延遲。英皇將僅對直接因為英皇的過失、蓄意過錯或欺詐造成的行為負責。由英皇按本協議僱用的任何僱員或其他代表的過失所引起的損失，英皇將不負責。
- 8.2 Because the risk factor is high in Bullion transactions trading, only risk tolerable funds should be used in such trading. If Client does not have the extra capital Client can afford to lose, Client should not trade in the Bullion markets.
- 8.3 Client acknowledges that investments in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss in excess of their margin deposit. Client understands that because of the low margin normally required in OTC trading, price changes in OTC may result in significant losses that may substantially exceed Client's investment and margin deposit. Client warrants that Client is willing and able, financially and otherwise, to assume the risk of OTC trading. Client agrees to hold Emperor safe and harmless from losses incurred through following its trading recommendations or suggestions or those of its employees or other representatives. Client recognises that guarantees of profit or freedom from loss are impossible of performance in OTC trading. Client acknowledges that Client has received no such guarantees from Emperor or its employees, or other representatives or other entity with whom Client is conducting Client's Account and has not entered into this Agreement in consideration of or in reliance any such guarantees or similar representations.
- 8.4 In addition to standard industry disclosures contained in this Agreement, Client should be aware that margined OTC trading is one of the riskiest forms of investment available in the financial markets and is only suitable for sophisticated investors and institutions. An Account with Emperor permits you to trade Bullion on a highly leveraged basis. Given the possibility of losing an entire investment, speculation in the Bullion market should only be conducted with risk capital that if loss will not significantly affect Client's personal or institutional financial well-being.
- 8.5 In OTC, firms are not restricted to effecting exchange transactions only. Accordingly, Emperor may be acting as Client's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before Client undertakes such transactions, Client should familiarise himself / herself / itself with applicable rules and attendant risks.
- 8.6 The profit or loss in transactions in foreign currency will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the foreign currency position to another currency.
- 8.7 Since Emperor does not control signal power, its reception or routing via Internet, configuration of Client's equipment or reliability of its connections, Emperor cannot be responsible for communication failures, distortions or delays when trading on-line (via Internet).
- 8.8 Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. 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 member firms. Such limits may vary.
- 8.9 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 Client undertakes transactions on an electronic trading system, 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 Client's order is either not executed according to Client's instructions or is not executed at all.
- 8.10 Emperor shall not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Emperor's control or anticipation. Emperor shall only be liable for its actions directly attributable to negligence, wilful default or fraud on the part of Emperor. Emperor shall not be liable for losses arising from the default of any employee or other representative used by Emperor under this Agreement.



- 8.11 市場狀況（例如流動性）以及、或某些市場的運作條例（例如由於價格限制斷路器造成的任何貴金屬暫停交易）有可能增加損失的風險，因為完成交易、平倉或鎖倉已經變得困難或不可能。而基礎利益與貴金屬正常價格關係可能不復存在，缺乏基礎的相對價格可能使得評判「公允」價格難以進行。
- 8.12 在其他轄區市場（包括正式連接到內部市場的市場）進行的交易可能使客戶面臨其他風險，那些市場受到的規定可能提供不同或減低投資者保護措施。在開始交易前客戶應該詢問任何與客戶交易有關的規定。
- 8.13 當某些報價或成交價錯誤發生時，英皇將不會為此等錯誤所導致帳戶內的保證金不足、餘額、盈虧、及 / 或持倉而負責。這些錯誤包括但不限於：交易員的錯誤報價、非國際市場價之報價，或是任何報價錯誤（例如：硬體，軟體或網路之問題，或是第三者所提供之錯誤資料）。下單時預留足夠的時間執行訂單和系統計算所需保證金的時間，訂單的執行價格或訂單設定和市場價格過於接近的話，可能會觸發其他訂單（不論是那種訂單類型）或發出保證金提示。英皇不會對於系統沒有足夠時間執行訂單或進行運算所產生的保證金提示、帳戶結餘或帳戶倉位負責。上文不得視作內容盡列，一旦發生報價或執行錯誤，英皇保留取消及 / 或更正報價錯誤所引致及 / 或所衍生於帳戶內相對交易的絕對權力。任何有關報價與成交錯誤之爭執只能由英皇完全自主決定解決。若因此帶來任何損失、損害或責任，客戶同意予以賠償使英皇不受損害。
- 8.14 閣下確認貴金屬交易的現貨價格乃因機構而異，並且隨時於分秒間出現變化，原因包括（但不限於）資料傳送上存在時差，故有時甚至不能根據所公佈的價格進行交易。因此，閣下同意接受英皇不時提供予閣下的價格，乃當時所能取得之最佳價格。
- 8.15 如果過去客戶只曾投資於低風險的投資工具，客戶可能需要在正式買賣之前學習貴金屬交易。客戶需要認識到假如在交易貴金屬時市場走勢並不如客戶所預料時，客戶有可能損失所有存放在英皇作為初始保證金的資金。如果客戶希望繼續客戶的投資，客戶必須確認客戶的資金是純風險資本，這些資金的損失並不會危害到客戶的生活方式或損害客戶的未來退休計畫。此外，客戶完全明白貴金屬投資的性質和風險，客戶在投資時承受的損失不會影響到第三者。
- 8.11 Market conditions (e.g. liquidity) and or the operation of the rules of certain markets (e.g. the suspension of trading in any Bullion because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions, liquidate or offset positions. Further, normal pricing relationships between the underlying interest and the Bullion may not exist. The absence of an underlying reference price may make it difficult to judge "fair" value.
- 8.12 Transactions in other jurisdictional markets (including markets formally linked to a domestic market) may expose Client to additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before Client trades Client should enquire about any rules relevant to Client's particular transactions.
- 8.13 Should quoting and or execution errors occur, which may include, but are not limited to, Emperor's mistype of a quote, a quote or trade which is not representative of fair market prices, an erroneous price quote from a Client, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or system and or inaccurate external data feeds provided by third-party vendors, Emperor will not be liable for the resulting margin call, resulting balance, Profit or Loss, and/or positions in the Account. In addition, orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary margin requirements. The execution of orders placed too close to prices, which would trigger other orders (regardless of order type) or a margin alert, cannot be guaranteed. Emperor will not be liable for the resulting margin alert, resulting balance, and or positions in the Account due to the system not having been allowed sufficient time to execute and or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, Emperor reserves the absolute right to cancel and/or correct the relevant transactions which are relating to erroneous price quote. Any dispute arising from such quoting or execution errors will be resolved by Emperor in its sole and absolute discretion. Client agrees to indemnify and hold Emperor harmless from all damages or liability as a result of the foregoing.
- 8.14 Bullion prices may vary from institution to institution and from minute to minute which may arise, including without limitation, as a result of a time lag in data transmission, and that it may prove impossible to effect trades even at advertised prices. Therefore, Client agree to accept that such prices as Emperor may offer Client from time to time is the best price then available.
- 8.15 If Client has pursued only conservative forms of investment in the past, Client may wish to study Bullion trading further before continuing an investment of this nature. Client must realise that Client could sustain a total loss of all funds Client deposits with Emperor as initial margin as well as substantial amounts of capital, when trading Bullion, should the market go against Client's investment. If Client wishes to continue with Client's investment, Client acknowledges that the funds Client has committed are purely risk capital and loss of Client's investment will not jeopardise Client's style of living nor will it detract from Client's future retirement program. Additionally, Client fully understands the nature and risks of Bullion investments, and Client's obligations to others will not be neglected should Client suffers investment losses.
- 9. 有關保證金要求及最初保證金或其他保證金存款的繳款時限之詳情**
- 9.1 客戶須向英皇存入保證金，金額由英皇不時指定，而存入之貨幣及時限須為英皇所接受者。過往有關保證金之規定並無限制英皇在其後之任何時候更改保證金規定之權利。更改後之保證金規定將適用於現有買賣合約以及由更改之日起訂立之新買賣合約。客戶在英皇之總帳目於任何時候均以該帳戶結算貨幣入帳，而客戶結束帳戶時，必須以該帳戶結算貨幣支付結存款項。
- 9. DETAILS OF MARGIN REQUIREMENTS AND TIME LIMITS**
- 9.1 The Client shall deposit with Emperor margin at such level as Emperor may specify from time to time in such currency and within such time limits as may be acceptable to Emperor. No previous margin requirements shall limit Emperor's right to vary margin requirements at any later time. Changes in margin requirements will apply to existing positions as well as new positions after the date of such change. The Client's ledger with Emperor will be based on Account's settlement currency at all times and at the closing of the Client's Account(s), the Client shall be obliged to accept payment of any balance in Account's settlement currency.

- 9.2 客戶在向英皇發出所有買賣指令前，必須先存入規定之最低存款。在進行所有買賣交易前，客戶須確保在英皇存有英皇不時規定之必需保證金，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（即尚未交或收的貴金屬現貨以完成合約，或合約尚未平倉），則客戶之帳戶內在任何時候均存有足夠的保證金額，以維持其帳戶的必需保證金水平。倘維持保證金額出現不足，則客戶須立即存入追加保證金，以百分之百補足規定之金額，惟客戶不得遲於英皇指定的時間存入該追加保證金，否則英皇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份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，英皇有權選擇將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英皇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，接受英皇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英皇因進行斬倉交易及 / 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引致英皇蒙受之虧損及任何費用與支銷（包括惟不限於法律費用及 / 或帳務管理公司之費用等）。客戶並負責賠償其在英皇的任何帳戶內出現之任何虧欠款項。
- 9.3 儘管存入額外款項以保持追加保證金額之要求經已發出，英皇仍可以隨時行使其根據上文第 9.2 條款享有之權利。客戶茲確認貴金屬市場可於極短時間內大幅波動，而所有存款可能會被耗盡甚或出現超額虧損，客戶並有責任及務必經常留意市況，並及早準備充足現金以備應用，客戶須就任何交易上自行作出判斷及決定。英皇茲聲明而客戶亦確認，英皇之僱員或其他代表等概不獲授權以英皇名義向客戶提供任何有關貴金屬買賣之說明或意見，即使作出該等意見，亦僅屬其個人意見，並不屬於有關僱員或其他代表等之授權及職責範圍。客戶確認、承認及聲明無論在任何情況下，客戶均不得就由於其信賴該等意見而引致之任何損失，要求提供意見者或任何其他人士負責。客戶確認英皇提供予客戶之任何買賣建議及 / 或市場或其他資料，並不構成客戶所信賴之意見或出售任何貴金屬之建議或徵求購買任何貴金屬之建議。英皇對任何該等建議及資料概不負責。雖然該等建議及資料乃以英皇相信為可靠之來源所得資料作為依據，惟其可能並不完善、可能未經核實及可能未有通知客戶而作出更改，而英皇對此或客戶之交易在財務或稅務上之任何影響概無作出任何說明、擔保或保證。
- 9.4 倘英皇本身酌情認為需要，或英皇確定需要增收附加保證金，在客戶同意接到要求時，向英皇處存入該附加保證金，惟即使已作出增收附加保證金的要求，英皇仍可隨時行使其在上述第 9.2 條款所列的權利，自行決定隨時更改保證金金額。任何以往的保證金金額，均不能作為先例，而新訂的金額一經訂立，即可適用於受更改影響的現有及新訂合約。
- 9.5 客戶無權享有客戶所付款項及 / 或以存款、保證金或擔保或作任何用途之形式或全部或部份來自客戶的保證金抵押品所產生之任何利息及 / 或股利或其他利益。任何由此獲得之利息及 / 或股利或其他利益概歸英皇所有。
- 9.2 A Necessary Margin deposit shall be required of the Client prior to all trading orders with Emperor. The Client shall deposit an Initial Margin with Emperor as required by Emperor 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 Account shows an open position, the Client shall deposit and maintain the Variation Margin in his Account at all times. If the Variation Margin is impaired, the same shall be restored by the Client to 100% of the required amount by depositing an additional sum immediately failing which Emperor have an absolute discretion to take appropriate action (including but not limited to closing out all or some of the contracts transacted with 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 Emperor 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 effects the same had been duly given to Emperor by the Client. The Client irrevocably accepts that in carrying out such act or acts aforesaid, Emperor owes no duty or obligation of whatever nature to the Client to minimise or eliminate his loss. The Client shall be liable for any debit balance in any Account(s) with Emperor resulting from losses and any costs and expenses (including but not limited to legal costs and/or debt collection fee) incurred by Emperor, on a full indemnify basis, related to liquidating transactions initiated by Emperor and/or arising from the Clients failure to provide cash, securities and/or other collateral as margin deposit.
- 9.3 Notwithstanding any demand for additional deposit to maintain the Variation Margin level having been made, Emperor may at any time exercise its rights in accordance with Clause 9.2 above. The Client hereby acknowledges that the Bullion market may be extremely volatile within very short time and all deposits may be absorbed and even overloss may arise, Client has the responsibility to monitor the market closely and make sure there is sufficiency of cash in an emergency. The Client shall make its own judgement and decision with respect to any transactions. Emperor hereby declares and the Client acknowledges that none of the employees or other representatives of Emperor is authorised on behalf of Emperor to give any representation or advice on trading in Bullion to the Client and that if such advice is given, the same is only a personal opinion beyond the scope of authority and duty of the employee or other representative concerned. The Client confirms, acknowledges and declares that it will in no event hold the person giving the advice or any other person liable for any loss resulting from the Client's reliance upon such advice. The Client acknowledges that any trading recommendations and/or market or other information communicated to the Client by Emperor do not constitute either advice on which the Client is meant to rely or an offer to sell or the solicitation of an offer to buy any Bullion. Emperor shall not be liable in respect of any such recommendation and information. Any such recommendations and information, although based upon information obtained from sources believed by Emperor to be reliable, may be incomplete, may not be verified and may be changed without notice to the Client, and Emperor makes no representation, warranty or guarantee with respect thereto or with respect to any financial or tax consequences of the Client's transactions.
- 9.4 Should Emperor at its sole discretion deem it necessary or if Emperor determines that Additional Margin is required, the Client agrees to deposit with Emperor such Additional Margin upon demand, provided, however, notwithstanding any demand for Additional Margin, Emperor may at any time exercise its right in accordance with paragraph 9.2 above. Emperor may change margin requirements at its sole discretion and at any time. 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.
- 9.5 The Client shall not be entitled to any interest and/or dividends or other benefits derived from the Client's money paid and/or collateral given to Emperor whether as deposit, margin or security or for any purpose whatsoever. Any interest and/or dividends or other benefits so derived shall belong absolutely to Emperor.

## 10. 佣金、顧問費及支銷

- 10.1 客戶須按要求向英皇支付有關帳戶之購買、出售及其他交易之佣金（包括經紀佣金）、顧問費及其他報酬，費用率由英皇不時通知客戶或按英皇規定適用於帳戶之其他費用率。英皇有權在獲全面賠償之保證下從帳戶中扣除根據本條款須付之全數佣金連同所有關於帳戶或任何衍生之印花稅、銀行收費、過戶費、登記費、利息、徵費及其他支銷、應收款項、在帳戶內或為帳戶或有關該等貴金屬、應收款項、款項或抵押品所進行之交易而持有之款項或抵押品。倘帳戶結存款項不足或客戶違反任何責任，則客戶須於接獲要求時立即在作出全面賠償之保證下向英皇付還英皇聘用任何僱員或其他代表之一切費用及支銷，以及英皇、其僱員或其他代表就有關以客戶名義進行之交易及向客戶提供之服務所引致之任何其他支銷。
- 有關客戶支付之利息、佣金、支銷及其他酬金之計算基準，將不時以結單或透過英皇網站地址通知客戶，而客戶亦同意英皇有權按情況隨時更改所有關利息、佣金、支銷及其他酬金。
- 10.2 若客戶的帳戶出現虧欠，英皇將據此虧欠收取合理的利息及費用，此等利息及費用為英皇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（包括一切託收手續及合理的法律費用）。在英皇提出要求時，客戶須即時清償拖欠英皇的所有債務。
- 10.3 客戶的帳戶出現虧欠，英皇將據此徵收利息，利息以當時香港上海滙豐銀行有限公司不時規定之最優惠貸款利率加 3% 計算。
- 10.4 如果客戶的帳戶至少有一年沒有由客戶發出的活動，客戶將需繳付不動帳戶行政費二十美元或客戶的帳戶餘額，以較低者為準。如果符合上述條件，客戶將需於其後每年繳付該費用。如客戶被評為需支付該費用，而客戶的帳戶餘額變為零，並且維持零帳戶結餘連續六個月，客戶的帳戶將會被自動關閉。該費用可根據英皇全權及絕對酌情權而更改。
- 10.5 當客戶支付英皇所要求收取之費用後，英皇將按客戶不時作出之合理要求寄發有關帳戶之資料。

## 11. 交易價格及利息之計算方法及程序

英皇在市場上出售客戶之未平倉合約時，參考其他金融機構或報價資訊在交易時間內當時所報之現價決定貴金屬價格，客戶承認現價可因不同機構而異。

另英皇徵收或支付之利息將參照當時市場息率，而客戶同意英皇擁有最終決定權。

## 12. 提供資金

- 12.1 倘客戶未能或不願意在英皇要求結算之日結算合約，英皇可（但沒有義務）為客戶提供墊款，墊款方式為直接結算整份合約或其中部份，而客戶同意在英皇索償時，以帳戶之指定貨幣償還該筆墊款（匯率由英皇指定。英皇只須在忠誠的基礎上指定匯率，而毋須提供最佳利率。），另加墊款利息。利息以當時香港上海滙豐銀行有限公司不時規定之最優惠貸款利率加 3% 計算，自墊款日起至完全清償款項當天止，逐天以單利率計算。

## 10. COMMISSIONS, CONSULTANCY FEE AND EXPENSES

- 10.1 The Client shall on demand pay Emperor commission or consultancy fee on purchases, sales and other transactions for the Account at such rate as Emperor may from time to time have notified the Client or otherwise prescribed by Emperor as being the rate or rates applicable to the Account. Emperor shall be entitled to debit the Account with all commission payable pursuant to this Clause together with all stamp duties, bank charges, transfer fees, registration fees, interest, levies, and other expenses on a full indemnity basis in respect of or connected with the Account or any Bullion, receivables, monies or collateral held in or for the Account or any transaction in respect of such Bullion, receivables, monies or collateral. The Client shall forthwith on demand reimburse Emperor on a full indemnity basis for all fees and expenses of any employees or other representatives engaged by Emperor and any other expenses incurred by Emperor, its employees or other representatives in connection with transactions conducted on behalf of and services rendered to the Client where there are insufficient funds standing to the credit of the Account or the Client is otherwise in breach of any of the obligations hereunder.
- Interest, Commission, expenses and such other remuneration will be chargeable at such rate(s) or in such sum(s) as shall from time to time be notified to the Client on Emperor Website Address and the place(s) of business of Emperor. The Client agrees that Emperor have the right to amend the commission, expenses and charges in anytime.
- 10.2 Debit balance in the Client's Account(s) shall be charged with such reasonable interest and charges as Emperor may make to its clients generally to cover its facilities and extra services on full indemnify and reimbursement basis (including all costs of debt collection and reasonable legal fees). The Client shall promptly settle, upon demand, all liabilities outstanding to Emperor.
- 10.3 Debit balances in the Client's Account(s) shall be charged with interest at the rate of 3% per annum above the prime lending rate of The Hong Kong and Shanghai Bank Corporation Limited for the time being in force calculated on a daily simple basis.
- 10.4 If there is no client-initiated activity in Client's Account for at least one year, the Client will be subject to a dormant Account administrative fee. The fee will be equal to the lesser of US\$20 or the remaining balance in the Client's Account. The Client will be subject to the fee on a yearly basis thereafter if the conditions stated above are met. If the Client is deemed to charge the fee and the Client's Account balance become zero and maintain zero balance for 6 consecutive months, the Client's Account will automatically be closed. The fee is subject to change at Emperor's sole and absolute discretion.
- 10.5 When Emperor received the appropriate fee from the Client, Emperor will deliver such information relating to the Account as the Client may from time to time reasonably require.

## 11. TRADE PRICES, INTERESTS, CALCULATION METHODS AND PROCEDURES

Emperor shall determine the prices of Bullion for the purpose 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 other financial institution or price feed, and the Client acknowledges that current prices can be vary by different organisation.

In addition, interest rates chargeable/payable on the Client by Emperor will be determined with reference to the prevailing market rates at the discretion of Emperor.

## 12. FUNDING

- 12.1 In the event of the Client not being able or not willing to settle any contract on such dates as Emperor shall require settlement, Emperor may (but without obligation so to do) make advance to the Client by way of direct settlement of any contract in whole or in part and the Client undertakes to repay the Client's Emperor Account currency type (at the exchange rate or rates as Emperor shall stipulate, Provided such stipulation is made in good faith, Emperor shall not be required to give the best exchange rate) of any such advance to Emperor upon demand with interest thereon at the rate of 3% per annum above the prime lending rate of The Hong Kong and Shanghai Bank Corporation Limited

- 12.2 除上述事項外，以下情況英皇有權收取利息，利率則如上文所訂：
- (a) 必需保證金，追加保證金或附加保證金中尚未以現金繳付或存入的任何部份；或
  - (b) 應付予英皇而未付的任何款項。
- 12.3 本條款的規定，不應理解為英皇須向客戶提供上述墊款的義務，亦無損於英皇按本協議、各合約或根據法律、衡平法或慣例向客戶或任何其他人士行使的權利及可索取的補償。

### 13. 交收及保管

- 13.1 凡實際交收的指令，須由客戶以書面或傳真或電郵方式向英皇發出指示，以便英皇明確地接獲及執行該等指令，而英皇須在落單時，以同樣方式確認指令。所有手續費概由客戶承擔。客戶並須遵守英皇不時就實貨交收訂立的條件及繳付有關費用。
- 13.2 客戶在完全結算有關合約而使英皇滿意前，英皇沒有義務按該合約向客戶付款或交貨。在客戶未繳清款項前，即使貴金屬現貨已交予客戶，英皇仍持有該等貴金屬現貨的所有權益，而英皇有權進入任何物業或以其他方式取回該等貴金屬現貨。
- 13.3 如市場未有足夠實金，英皇保留延遲有關交收時間之權利。

### 14. 結算、調撥及資金轉帳授權

- 14.1 帳戶在結束時結存之款項，須於英皇收到有關指示後兩個工作日內退還客戶。
- 14.2 即使英皇之業務出現任何變化或由其他人繼承，本協議之所有條款仍保持有效，而在客戶逝世後，本協議之所有條款對其遺產代理人（或如客戶為公司，則對其繼承人及承讓人）仍具約束力。英皇可自行決定結束全部或任何帳戶而毋須等待委出客戶之遺產代理人，亦毋須通知任何委任之遺產代理人（指如有而言）。
- 14.3 若客戶帳戶全部結束後帳戶中沒有存款或出現虧欠，將視同本協議被終止（惟無損任何在終止前應享之權利或因終止本協議而應享有之權利）。
- 14.4 客戶同意英皇可在任何時間根據英皇判斷，將客戶個人或與他人持有的帳戶內任何款項、貨幣、商品、證券或其他財產，轉出至客戶在英皇或其他的金融機構開立的另一帳戶內，而不需要事前通知客戶。
- 14.5 倘客戶未能遵守本協議內之任何條款，不論英皇是否按本協議規定終止協議，英皇均有全權自行作出選擇，將客戶託管或存於英皇處之全部或任何物業及資產以英皇認為合適的代價及形式出售（不論公開或私人形式）、變現或處置，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；英皇毋須事先要求客戶補倉或向客戶發出通知，而一切引致損失之風險，概由客戶承擔。在英皇提出要求時，客戶須即時支付其任何帳戶中虧欠之款項，不論該等虧欠之原因為何；客戶亦須同意倘因其違法或不履行義務而使英皇遭受任何損失、索償或損害，客戶將對英皇作出全面賠償。英皇執行本條款所列之任何權利，不得導致帳戶中之任何虧蝕或欠款獲放棄追討、撤銷或清償。

for the time being in force calculated on a daily simple basis from the date of such advance up to and including the date of repayment in full.

- 12.2 In addition to the above, Emperor may charge interest at the said rate on the following items:
- (a) any part of Necessary Margin, Variation Margin or Additional Margin not paid or deposited in the form of cash; or
  - (b) any amount due to Emperor and remaining outstanding.
- 12.3 Nothing herein contained shall be construed as binding Emperor to make any advance to the Client as aforesaid or shall prejudice any of the rights and remedies which Emperor may have against the Client or any other persons under this Agreement, the contracts or otherwise conferred by law, equity or usage.

### 13. DELIVERY AND CUSTODY

- 13.1 All orders for actual delivery are to be received and executed by the Client expressly giving instructions to Emperor in writing or by telex and to be confirmed by Emperor in the same manner at the time such orders are placed. All handling charges shall be borne by the Client.
- 13.2 Emperor shall not be under any obligation to make any payment or delivery to the Client pursuant to any contract until Emperor shall have been satisfied that the Client has made full settlement of the contract to which the payment or delivery relates. Until full payment, the property in spot Bullion shall remain vested in Emperor notwithstanding delivery of the same to the Client, and Emperor reserves the right to enter upon any premises or by other means to recover possession of the same.
- 13.3 For a supply shortage in the market, Emperor has the right to defer the delivery.

### 14. SETTLEMENT, APPROPRIATIONS AND MONEY TRANSFER AUTHORISATION

- 14.1 Any credit balance left in the Account(s) at termination of such Account(s) shall be repaid to the Client within two Working Days after receipt of his instructions therefor.
- 14.2 All provisions hereof shall survive any change or succession in Emperor's business and shall be binding after the Client's death upon his death upon his personal representative(s) (or if the Client is a company upon its successor(s) and assign(s)). Emperor may, at its discretion, close all or any of the Account(s) without waiting for the appointment of a personal representative for the estate of the Client and without notification to any such personal representative, if any.
- 14.3 Full liquidation of the Account(s) resulting in a zero or debit balance in the said Account(s) shall be deemed to operate as termination of this Agreement (but without prejudice to any right accrued due prior to termination or arising therefrom).
- 14.4 The Client(s) agree that Emperor will base on Emperor's decision at any time. Emperor have the right to transfer the funds, currencies, commodities, securities and other properties transfer to the Client's Emperor Account or other financial institution's Account out of the Client's individual or the person related Account and without prior notice to the Client.
- 14.5 In the event the Client fails to meet any terms herein whether or not Emperor terminates this Agreement as herein provided, Emperor shall have the full right at its election without call or notice and at the Client's risk as to loss to liquidate his Account(s) in whole or in part by public or private sell, self-liquidating or dispose (according to the price or selling method thinks fit by Emperor) of all of any of the property and assets carried by or deposited with Emperor 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 Emperor fully against any loss, claim or damage suffered by Emperor as a result of the Client's misfeasance or nonfeasance. The enforcement of any right hereunder shall not operate as any waiver, release or discharge of any deficit or debit balance which may occur in the Account(s).

## 15. 資料及保密

- 15.1 當客戶支付英皇所要求收取之費用後，英皇須按客戶不時作出之合理要求寄發有關帳戶之資料。
- 15.2 執行客戶指令之確認書及帳戶結單為有關事宜之結論；倘客戶於有關資料寄予客戶之後五個工作日內不以書面提出反對，則視為其已獲客戶接納。
- 15.3 客戶茲明確確認及同意，英皇可根據適用之法律、規例、規則及慣例向其他有關機構提供有關客戶或帳戶之詳細資料，以協助調查或查詢。客戶茲以不可撤回方式授權英皇毋須另行通知客戶或獲得客戶同意即可各其他有關機構披露英皇所擁有而就其用途所需之一切資料及向該等機構提供一切所需文件（或其副本），包括惟不限於客戶之姓名及最終受益人身份，以及英皇所知的客戶當時之財政狀況。客戶不得以任何方式要求英皇對上述披露所引致之任何後果負責，而客戶亦須於接獲要求時全面賠償英皇就此所引致之一切費用及支銷（包括惟不限於法律費用及 / 或帳務管理公司之費用等）。
- 15.4 客戶確認並同意英皇可收集、貯存及處理所有從客戶處取得的資料，向客戶之往來銀行、經紀、政府部門、監管機構（包括但不限於美國國稅局）或任何信用貸款評級機構作出披露。

## 16. 不履行合約

- 16.1 為執行本協議及進行任何貴金屬買賣而言，下列任何事項均足以構成不履行合約事件：
- (a) 客戶延遲或未能遵守本協議的條款及條件或任何買賣合約的條款。
- (b) 如客戶為個人或商號，則客戶或其任何合夥人：
- (i) 逝世；
- (ii) 作出破產行為或遭他人申請其破產；或
- (iii) 神經失常或喪失訂立協議或合約的充分資格。
- (c) 如客戶為公司，則客戶本身結束營業或清盤，或發生任何能導致結束營業或清盤的事件、決議、會議、申請或命令。
- (d) 對於所有客戶而言：
- (i) 客戶之任何資產遭他人委任接管人予以接管，或客戶財產遭受任何扣押或執行；
- (ii) 客戶之任何債項應償還或到期時，客戶基於任何原因未能或停止清償；
- (iii) 客戶與債權人之間建議或執行任何協議計劃；或
- (iv) 客戶之任何戶口被懷疑或已經被判為不合法用途或被任何監管機構或政府進行調查。
- 16.2 在發生任何不履行合約事件時，英皇享有的所有權利及補償即自動變成可以行使，而毋須向客戶發出任何通知。此等權利及補償包括但不限於出售抵押品、抵銷及合併帳戶、取消尚未執行的合約、將未平倉的合約平倉及自客戶帳戶中調撥或出售貴金屬之一切權利。

## 15. INFORMATION AND CONFIDENTIALITY

- 15.1 When Emperor received the appropriate fee from the Client, Emperor shall deliver such information relating to the Account as the Client may from time to time reasonably require.
- 15.2 Confirmations in writing of the execution of the Client's order and statements of the Account shall be conclusive of the matters stated therein and shall be deemed to have been accepted by the Client if not objected to in writing by the Client within 5 Working Days after dispatch thereof to the Client.
- 15.3 The Client hereby expressly acknowledges and agrees that Emperor may pursuant to applicable laws, regulations, practices and others relevant authority details relating to the Client or the Account(s) in order to assist with any investigation or enquiry. The Client hereby irrevocably authorises Emperor without further notice to or consent from the Client to disclose to other relevant authorities all such information and to provide such authorities with all such documents (or copies thereof) in Emperor's possession as may be required for this purpose, including but not limited to the name and the ultimate beneficial identity of the Client, and the financial position of the Client for the time being, as may be known to Emperor. The Client shall not in any way hold Emperor liable for any consequences arising out of such disclosure, and the Client shall reimburse Emperor upon demand for all costs and expenses (including but not limited to legal costs and/or debt collection fee) incurred by Emperor in relation thereto, on a full indemnity basis.
- 15.4 The Client acknowledges and agrees that Emperor can collect, store and process the information obtained from the Client, for the purpose of disclosures to Client's bankers, brokers, governmental agencies or regulatory bodies (including but not limited to, IRS of the U.S.) or any credit rating agency.

## 16. DEFAULT

- 16.1 For the purposes of this Agreement and for any trading in Bullion, any of the following events shall constitute as an event of default:
- (a) Any delay or default by the Client in complying with terms and conditions hereunder or under the terms of any trading contract;
- (b) In the case of an individual Client or a Client's firm, the Client or any of its constituent partners:
- (i) dying;
- (ii) committing any act of bankruptcy, or a petition for bankruptcy having been filed against him; or
- (iii) becoming insane or otherwise losing his legal capacity to enter into Agreements or contracts in general.
- (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.
- (d) In the case of all Clients:
- (i) the appointment of a receiver over any of the Client's assets or the Client suffering any levy or execution thereon;
- (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;
- (iii) there has been proposed or implemented any scheme of arrangements between the Client and his or its creditors; or
- (iv) the Account(s) of the Client is being suspected of or has been charged for unlawful dealings or under investigation by any regulatory or governmental authorities.
- 16.2 Upon the happening of any event of default, all the rights and remedies of Emperor shall automatically become exercisable without the need of any notice being given to the Client, including but not limited to all powers of sale of securities, set-off and consolidation of Accounts, cancellation of unperformed contracts, settlement of unliquidated contracts and appropriation of Bullion from the Client's Account, or sale thereof.

16.3 英皇在行使上述任何權利及補償時導致客戶有任何損失或損害，除非是由於英皇嚴重疏忽或蓄意失責而因此引致的直接及合理可預見的損失及賠償（如有）外，否則英皇一概毋須負責。

16.3 Emperor 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 misconduct or gross negligence on the part of Emperor).

## 17. 抵押品、對銷及合併帳目

17.1 不管本協議或英皇與客戶間訂立之任何其他協議內載有何種規定，客戶茲以不可撤回方式授權英皇在不給予客戶事先通知下可將帳戶內或為帳戶或客戶於英皇的其他所有或任何帳戶內持有之應收款項或款項用以對銷及從中扣除，以全數或局部抵償客戶或任何客戶集團公司欠英皇或客戶和客戶集團公司在其他金融機構所開納之所有帳戶的任何欠款或債務（不論其性質是否主要、附屬、多個、共同或以其他幣值計算及不論是否與帳戶有關）。

17.2 在不損及第 17.1 條款之一般性效力下，倘客戶或任何客戶集團公司在交易處開設之帳戶超過一個，則英皇可隨時將所有或其中任何帳戶予以合併或綜合處理，並對銷或轉撥任何一個或多個帳戶內之結存款項用以償還任何其他帳戶欠英皇或客戶和客戶集團公司在其他金融機構所開納之所有帳戶之任何性質的債務。

17.3 英皇對於代客戶（作為實益擁有人）在任何帳戶內之一切財產、保證金、抵押品、股票、進帳或及結存款項（不論現時或此後任何時候記入）均擁有留置權或歸英皇佔有作任何用途，包括作為對英皇履行之一切義務及責任之抵押之保證。客戶同意簽立任何及所有所需文件，以使能將上述款項抵押予英皇。英皇特別獲授權可從客戶之保證金或抵押品中調撥款項，以彌補帳戶內之全數欠款，而毋須事先要求客戶補倉或向客戶發出通知。

## 17. SECURITY, SET-OFF AND CONSOLIDATION OF ACCOUNTS

17.1 Notwithstanding anything contained in this Agreement or in any other Agreement between Emperor and the Client, the Client hereby irrevocably authorises Emperor without prior notice to Client to set-off and withhold from and apply, receivables or monies held in or for the Account or any other Account with Emperor against and in whole or partial payment of any sum or liability (of whatsoever nature whether primary, collateral, several, joint or in other currencies and whether or not in connection with the Account) owed by the Client or any Client Group Company to Emperor or other financial institution.

17.2 Without prejudice to the generality of Clause 17.1, if the Client or any Client Group Company has more than one Account with Emperor, Emperor may at any time combine, consolidate or integrate all or any of such Accounts and set-off or transfer any sum standing to the credit of any one or more of such Accounts in or towards satisfaction of any obligations or liabilities of whatsoever nature to Emperor or other financial institution in respect of any other Accounts.

17.3 Emperor shall have a lien on all property, margin, securities, equities, credits and credit balances (no matter no or at any time hereafter standing to the credit) kept by Emperor in any Account for the Client or otherwise (as an Ultimate Beneficial Owner) in Emperor's possession for whatsoever purpose including safekeeper as security for all obligation and liabilities of the Client to Emperor. Client agrees to sign any or all appropriate documents therefore the above-mentioned terms can be secured to Emperor. Emperor is specifically authorised to transfer such amount from the margin or security deposited with it by the Client without call or notice as may be necessary to cover all debit balance which may arise in the Account(s).

## 18. 債務及賠償保證

18.1 英皇或其僱員或其他代表對客戶或任何客戶集團公司因有關帳戶而採取之任何行動或未有採取之行動所引致之任何損失或損害，一概毋須對客戶負責，除非該等損失或損害乃因英皇嚴重疏忽或蓄意失責而因此引致的直接及合理可預見的損失或損害。

18.2 客戶同意向英皇及彼等之個別僱員或其他代表作出賠償保證，賠償因彼等據此履行或行使其職責或酌情權所引致或因客戶違反客戶須對英皇履行之義務或客戶所作出之任何說明或擔保失實或不確而引致之一切費用、索償、債務及支銷，包括惟不限於任何上述人士追收客戶欠負彼等之債項所引致之任何費用及支銷（包括惟不限於法律費用及 / 或帳務管理公司之費用）。

18.3 客戶跟英皇進行的交易並不是在交易所進行，一旦英皇破產，客戶向英皇追回有關存入資金或在交易賺取的利益，可能不會得到優先償還權。沒有優先償還權，客戶就是無抵押債權人，會在償付那些優先索償後才跟其他債權人獲得補償。

18.4 客戶同意，如果因為客戶未能完全與及時地履行其承諾或因其聲明或保證並不屬實或正確，而給英皇帶來了任何債務、損失、損害、成本或費用，包括律師費，客戶將對此向英皇其有關機構、僱員、繼承人、轉讓人或其他代表予以賠償並使之不受損害。客戶同時同意立即支付給英皇在執行本協議任何條款時帶來的損害、成本與費用，包括律師費。此外，假如損失來自：

(a) 客戶的行為：客戶的行動或遺漏；

## 18. LIABILITY AND INDEMNITY

18.1 Emperor nor any of its employees or other representatives shall be liable to the Client for any loss or damage suffered by the Client or any Client Group Company arising out of or in connection with any act or omission in relation to the Account, unless such loss or damage results is directly caused by Emperor's negligence or wilful default.

18.2 The Client agrees to indemnify Emperor and their respective employees or other representatives against all costs, claims, liabilities and expenses arising out of or in connection with the performance or exercise of their duties or discretion hereunder or arising out of or in connection with any breach by the Client of the obligations of the Client to Emperor or any representation or warranty by the Client being or becoming untrue or inaccurate including, without limitation, any costs and expenses (including but not limited to legal costs and / or debt collection fee) incurred by any of them in the collection of debts owed by the Client to any of them.

18.3 The transactions Client enters into with Emperor are not traded on an exchange. If Emperor becomes insolvent and Client has a claim for funds deposited or profits earned on transactions with Emperor, client's claim may not receive a priority. Without a priority, Client is a general creditor and the claim will be paid, along with the claims of other general creditors, from any monies still available after priority claims are paid.

18.4 Client agrees to indemnify and hold Emperor, its affiliates, employees, successors, assigns and other representatives harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Emperor arising out of Client's failure to fully and timely perform Client's Agreements herein or should any of the representations and warranties fail to be true and correct. Client also agrees to pay promptly to Emperor all damages, costs and expenses, including attorney's fees, incurred by Emperor in the enforcement of any of the provisions of this Agreement. Furthermore, Emperor shall NOT be held liable and is released from all claims and losses incurred in such regard if (and to the extent that) the claim or loss was caused or contributed to by:

(a) Client's conduct: Client's action or omission;

- (b) 偽造簽名：所有帳戶或本協議有關檔上的偽造簽名或未獲授權的簽名；
- (c) 故障：系統故障、設備故障或系統中斷或系統脫供（不論是客戶或是英皇的設備）；
- (d) 延遲：在實施任何指示時發生之延遲、故障或錯誤；或
- (e) 資料：從客戶收到的不正確或不全的指示，英皇均不會負上任何責任或賠償損失。

#### 19. 一個以上客戶

倘客戶超過一人：

- 19.1 各人須共同及個別承擔有關責任及義務，而按文義所指，客戶可指其中任何一人或各人；
- 19.2 雖然任何其他客戶或任何其他擬受到約束人士基於任何原因以致不受上述約束，惟各人仍須受到上述約束；及
- 19.3 在不受影響任何其他客戶責任之情況下，英皇有權就任何事宜（包括解除任何程度之責任）與客戶另行交易。

#### 20. 將帳戶進行買賣

客戶同意不會亦不會聲稱將帳戶或任何抵押品、應收款項或帳戶內或為帳戶持有之款項（不論全部或部份）予以出售、賦予優先認購權或其以其他方式處理，亦不會（未得英皇同意）設立或容許維持對上述各項之抵押、典質或附有其他債務或任何產權負擔。

#### 21. 轉讓

本協議之條款對立約各方之繼承人，承讓人及遺產代理人（如適用）均具有約束力及保障其權益，惟事前未得英皇書面同意，客戶不得將有關權利或義務予以出讓、轉讓、抵押或以其他方式出售。英皇事前毋須獲客戶同意或批准即可將其根本協議規定之權利及義務全部或部份出讓予任何人士。

#### 22. 個別條款效力

本協議內每項條款均有別於其他條款；即使其中一項或多項條款屬於違法、失效或不能執行，餘下之條款亦不受任何影響。

#### 23. 遵守法律

- 23.1 客戶明白任何回報保證均屬違法。此外，英皇不對任何由英皇僱員或其他代表作出的指稱或保證負責。
- 23.2 所有本協議下的交易均受轄於執行交易的對手機構或其他銀行間市場（及其清算組織，如適用）的憲章、細則、條例、規定、習慣、用法、裁決和解釋，並執行所有適用的普通法。如果此後通過的任何法令，或任何政府機構通過的任何條規，對英皇產生約束力，影響或衝突到本協議的任何條款，受到影響的條款將視作被有關法令、條規變更或替代，而其他條款及變更後的條款將繼續完全有效。客戶承認本協議下的所有交易受轄於前述監管要求。

#### 24. 通知及修訂

- 24.1 客戶同意所有根據或有關本協議而必須或允許發出通知、報表、結單、申請書及其他通訊文件可以送達至客戶的電子郵件或以預付郵資方式寄往本協議或「客戶資料聲明」內所載之地址及由註明之人士收件。所有寄予客戶之通訊及文件於英皇寄發後即視作已由客戶收取。

- (b) Forged signature: Forged or unauthorised signatures on any document in connection with Client's Account or this Agreement;
- (c) Malfunctions: System malfunction, equipment failure, system interruption or system unavailability (whether Client's or Emperor's equipment);
- (d) Delay: Delays, failure or errors in implementing any instruction; or
- (e) Information: Inaccurate or incomplete instructions received by Emperor from Client.

#### 19. MORE THAN ONE CLIENT

Where the Client consists of more than one person:

- 19.1 the liability and obligations of each of them shall be joint and several and reference to the Client shall be construed, as the context requires, to any or each of them;
- 19.2 each of them shall be bound though any other Client or any other person intended to be bound is not, for whatever reason, so bound; and
- 19.3 Emperor shall be entitled to trade separately with a Client on any matter including the discharge of any liability to any extent without affecting the liability of any other Client.

#### 20. TRADING WITH ACCOUNT

The Client agrees not to, and not to purport to, sell, grant an option over or otherwise trade in any way with, nor (without Emperor's consent) to create or allow to subsist a charge, pledge or other encumbrance over, the Account or any securities, receivables or monies held in or for the Account.

#### 21. ASSIGNABILITY

The provisions of this Agreement shall be binding on and ensure to the benefit of the successors, assigns and personal representatives (where applicable) of each party hereto provided that the Client may not assign, transfer, charge or otherwise dispose of rights or obligations hereunder without the prior written consent of Emperor. Emperor may assign all or a part only of its rights and obligations under this Agreement to any person without the prior consent or approval of the Client.

#### 22. SEVERABILITY

Each of the provisions of this Agreement is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable the remaining provisions shall not be affected in any way.

#### 23. COMPLIANCE WITH LAWS

- 23.1 Client should be aware that guaranteeing any return is illegal. In addition, Emperor is not responsible for any claims or assurances made by Emperor, its employees or other representatives.
- 23.2 All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings, and interpretations of the counterparty institution or other interbank market (and its clearing organisation, if any) where executed and to all applicable common laws and regulations. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted which shall be binding upon Emperor and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the cases may be by applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Client agrees that all transactions under this Agreement are subject to the aforementioned regulatory requirements.

#### 24. NOTICES AND AMENDMENTS

- 24.1 The Client agrees that all notices, report, statement, demands and other communications and documents required or permitted to be given under or in connection with this Agreement may be sent by email or prepaid post to the address, and market for the attention of the person as set out in this Agreement or the "Client Information Statement". All communications and documents so sent to the Client shall be deemed to have been received after dispatch by Emperor.

- 24.2 客戶承諾「客戶資料聲明」內所提供之資料（包括但不限於電話、圖文傳真號碼及電郵地址）有任何重要更改，會立即通知英皇。除非英皇收到客戶的書面更改通知，否則英皇就一切目的而言可完全依賴已遞交的資料和聲明。
- 24.3 所有由客戶致英皇之通知、申請書及其他通訊，可以預付郵資方式寄往英皇不時指定之郵寄地址及註明「合規部」收。
- 24.4 除非協議另有明文規定外，任何對本協議之修訂，對其中任何條款之修改或豁免均須經英皇書面簽署方才生效。
- 24.5 客戶承諾如在本協議中所提供之資料有任何更改，客戶有責任於更改後三個工作天內通知英皇。
- 24.6 客戶在此同意，作為郵寄和電子郵件的替代，客戶的帳戶資訊與交易確認可經由英皇交易平台提供，客戶將通過英皇的交易平台登入帳戶查閱其帳戶資訊。英皇將公佈客戶的所有帳戶活動，客戶將可以獲得每日、每月及年度的帳戶活動報告（包括每項已執行的交易報告）。帳戶資訊可於客戶每一筆交易完成後不超過 24 小時之內獲得更新。在客戶的網上帳戶公佈其帳戶資訊將被視作遞交了交易確認和對帳單。任何時候，帳戶資訊將包括帶有票號的交易確認，買賣價格，使用的保證金，可進行保證金交易的數額，盈虧報告，以及所有未平倉合約和未完成下單指令，客戶可以在任何時候以書面方式通知英皇終止本項同意。
- 24.7 有關徵收之利息、佣金、支銷及其他酬金之費率或金額，將會於英皇各營業地點及網站地址公佈。
- 24.2 The Client undertakes to immediately notify Emperor of any material changes to the information provided in "Client Information Statement" (include but not limit to telephone, fax number and email address). Emperor may rely on such information and representations for all purpose which are submitted by the Client, unless and until Emperor receives notice in writing from the Client of any change.
- 24.3 All notices, demands and other communication from the Client to Emperor may be sent by prepaid post to the address of the business place as shall from time to time specified by Emperor and marked for the attention of "Compliance Department".
- 24.4 Save as expressly provided herein, this Agreement shall not be amended or any of its provisions modified or waived except in writing signed by Emperor.
- 24.5 The Client promises any changes to the information provided in the Client Agreement, the Client has the responsibility to notify Emperor within 3 Working Days.
- 24.6 Client hereby consents to have Client's Account information and trade confirmations available on the Emperor platform in lieu of having such information delivered to Client via mail or email. Client will be able to access Account information via the Emperor platform using Client's Account login information to access the Account. Emperor will post all of Client's Account activity and Client will be able to generate daily, monthly and yearly reports of Account activity as well as a report of each executed trade. Updated Account information will be available no longer than 24 hours after any activity takes place on Client's Account. Posting of Account information on Client's online Account will be deemed delivery of confirmation and Account statements. At all times, Account information will include trade confirmations with ticket numbers, purchase and sale rates, used margin, amount available for margin trading, statements of profits and losses, as well as all positions and pending order instructions. Client may revoke this consent at any time upon written notice to Emperor.
- 24.7 Interest, Commission, expenses and such other remuneration will be chargeable at such rate(s) or in such sum(s) as shall from time to time be notified to the Client by statement and Emperor Website Address and the place(s) of business of Emperor.

## 25. 雜項

- 25.1 如因任何非英皇所能控制之原因，包括但不限於火災、風暴、自然災害、暴動、罷工、工廠關閉、戰爭、政府管制、國際間之限制或禁制、任何設備之技術故障、停電、市場情況受到管制或任何其他導致貴金屬價格走勢異常之原因、國際市場休市或任何其他影響英皇運作之原因等，致令英皇不能或延遲履行其義務，則客戶不作追究及英皇一概毋須負責。
- 25.2 本協議之所有條款，在任何方面均不得予以豁免、更改、修改或修訂，除非該等豁免、更改、修改或修訂以書面寫明，並由英皇其中一名授權職員在其簽署。除非客戶向英皇遞交書面撤銷通知，否則客戶不得撤回本協議。然而，英皇在接獲書面撤銷通知前根據本協議訂立之任何交易，均不受該撤銷事宜影響。
- 25.3 在其他條款之規限下，本協議持續具有十足效力，直至英皇接獲客戶之終止通知書或客戶接獲英皇之終止通知書時告終；英皇可自行選擇按內文規定對帳戶進行斬倉或將帳戶轉予客戶指定之經紀或經紀商。

## 25. MISCELLANEOUS

- 25.1 Emperor is not liable and the Client won't look into any failure or delay to meet its obligations due to any cause beyond its reasonable control which shall include but not be limited to fires, storms, natural disasters, riots, strikes, lock-out, wars, governmental control, restriction or prohibition whether international, technical failure of any equipment, power failure, black-outs market conditions or any other causes which results or is likely to result in the erratic behaviour of the spot Bullion prices, the closure of international market or any other causes affecting the operation of Emperor.
- 25.2 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 in writing and signed by one of the authorised officers of Emperor. This Agreement shall not be revoked by the Client except by writing delivered to Emperor. Such revocation, however, shall not affect any transaction entered into by Emperor pursuant to this Agreement before written notice of the revocation has been received by Emperor.
- 25.3 Subject to the other provisions hereunder, this Agreement shall continue in full force and effect until receipt by Emperor from the Client of written notice of its termination or receipt by the Client from Emperor of any written notice of its termination and at Emperor's election, Emperor may liquidate the Account(s) as provided hereunder or transfer the Account(s) to such broker or brokerage firm as the Client shall designate.



- 25.4 若本協議之任何條款現時或任何時候變得與市場、國家、政府、監管機構或對本協議之標的物有管轄權之任何機構現行或將來制定之法律、規則或規例有抵觸、則有關條款須視為會被取代或修改，以符合該等法律、規則或規例；惟除此之外，本協議在所有其他方面持續具有十足效力。
- 25.5 英皇豁免客戶履行本協議中任何特定之義務或給予客戶任何寬限，將無損或不會影響雙方在本協議下之任何其他權利及義務。
- 25.6 英皇獲授權將根據本協議須付予客戶之一切款項轉撥入客戶之指定銀行帳戶（其詳細資料載於「客戶資料聲明」內）或按客戶之其他指示處理。所有上述款項轉撥入該銀行帳戶後均被視為向客戶付款之義務已全面履行。
- 25.7 英皇可在未經客戶之事先同意或批准，將本協定之全部或部分之權利或義務出售或轉讓予其他方。
- 25.8 客戶必須熟悉各種有關客戶為進行交易存入的金錢與財物的保護措施，特別是在公司資不抵債或破產的時候。特定的立法或條規可能規定了客戶可收回現金與財物的程度。在有些轄區，當清償出現虧空時，特地標明為客戶所有的財物將與現金一起被按比例的加以分配。
- 25.9 就所有貴金屬之合約規則與其他有關交易的訊息，英皇將會免費提供予客戶，並於英皇各營業地點及網站地址公佈。
- 25.10 時間為本協議所引致之一切事宜之要素。
- 25.11 互聯網、連線延誤及報價上的誤差有時會造成在英皇交易平台上顯示的報價無法準確地反映即時市場價格。「套戩」及「切匯」，或因網路連線的延誤而利用差價獲利的行為，並不能存在於客戶直接向莊家進行買賣的場外交易市場中，英皇不容許客戶在本公司的交易平台上進行此等套戩行為。依靠因價格滯後帶來的套戩機會所進行的交易有可能會被撤銷，英皇保留權利對涉及上述交易的帳戶進行必要的修改和調整。英皇可全權酌情決定要求交易員進行幹預或核准所有下單以及或終止有關客戶的帳戶。英皇可完全自主解決因套戩或操控價格而產生的糾紛。英皇保留扣起提款的權利直至以上的問題能夠解決。在此陳述的任何行動或決議將不會損害或令英皇對客戶和其職員放棄擁有的任何權力或賠償。
- 25.12 英皇嚴禁以任何形式對其價格、執行及交易平台進行操控。若英皇懷疑任何帳戶從事操控，英皇保留對帳戶進行調查及復核的權利，並從涉嫌帳戶中扣除由相關活動所賺取的盈利款項。英皇保留對相關帳戶進行必要更正或調整的權利。對於涉嫌從事操控的帳戶，英皇可全權酌情決定，要求交易員進行幹預、對下單進行核准以及或終止有關客戶的帳戶。對於由套戩以及或操控所產生的任何糾紛，由英皇完全自主決定。英皇可酌情決定向任何相關監管機構或執法機構報告有關事件。此處所陳述的任何行動或決議並不免除或損害英皇對客戶和其職員擁有之權利或賠償，所有均為明確保留的權利或賠償。
- 25.4 If any provision hereof is or at any time should become inconsistent with any present or future law, rules or regulations of any market or of any sovereign, government or a regulatory body thereof, or of anybody which has jurisdiction over the subject matter of this Agreement, the said provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects, this Agreement shall continue and remain in full force and effect.
- 25.5 Any waiver or indulgence given by Emperor in favour of the Client in respect of any specific obligations herein of the Client shall not prejudice or affect any other rights and obligations of both parties under this Agreement.
- 25.6 Emperor is hereby authorised to transfer to the Client's designated bank account (details of which are set out in the "Client Information Statement") or otherwise directed by the Client all monies payable to the Client pursuant to this Agreement. All transfer of monies payable as aforesaid to such bank account shall be deemed good discharge of the obligation hereunder to make such payment to the Client.
- 25.7 Emperor may sell or assign all or a part only of its rights and obligations under this Agreement to any party without the prior consent or approval of the Client.
- 25.8 Client should familiarise himself / herself / itself with the protections accorded money or other property Client deposits for transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which Client may recover Client's money or property may be governed by specific legislation or rules. In some jurisdictions, property which has been specifically identifiable as Client's own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.
- 25.9 Contract specifications for all trading currencies and other relevant trading information shall be notified to the Client on Emperor Website Address and the place(s) of business of Emperor, and in the event of subsequent changes made thereto, prior written notice shall be given before they are to take effect.
- 25.10 Time shall be of the essence in relation to all matters arising under this Agreement.
- 25.11 Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on Emperor's trading platform do not accurately reflect the market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where Client is buying from or selling directly to the market maker. Emperor does not permit the practice of arbitrage on the Emperor trading platform. Transactions that rely on price latency arbitrage opportunities may be revoked. Emperor reserves the right to make the necessary corrections or adjustments on the Account involved. Accounts that rely on arbitrage strategies may at Emperor's sole discretion be subject to trader intervention and trader approval of any orders and or termination of Client's Account. Any dispute arising from such an arbitrage and or manipulation will be resolved by Emperor at its sole and absolute discretion. Emperor reserves the right to withhold withdrawals until such matters are resolved. Any action or resolution sated herein shall not waive or prejudice any rights or remedies which Emperor may have against Client and or his / her / its representative, all of which are expressly reserved.
- 25.12 Emperor strictly forbids any form of manipulation of its prices, execution and platform. Emperor reserves the right to investigate and review any Account Emperor suspects of manipulation and withhold funds suspected of being derived from such activity. Emperor reserves the right to make the necessary corrections or adjustments to the Account involved. Accounts that are suspected of manipulation may at Emperor's sole discretion be subject to trader intervention and trader approval of any orders and or termination of Client's Account. Any dispute arising from such arbitrage and or manipulation will be resolved by Emperor in its sole and absolute discretion. Emperor at its own discretion may report such incidents to any relevant regulatory and law enforcement authority. Any action or resolution stated herein shall not waive or prejudice any rights or remedies which Emperor may have against Client and or its employees, all of which are expressly reserved.

## 26. 管制法律及提交司法管轄

- 26.1 本協議及客戶協議產生的所有權利，義務及責任均受香港法律管轄，並按照香港法律解釋。
- 26.2 客戶及英皇茲以不可撤回方式將所有因本協議而產生之事宜提交非專屬司法權之香港法院管轄。
- 26.3 英皇及客戶亦同意凡因本合同或與本合同有關的爭議、爭執或索償、違約終止或合同無效等均應通過先調解、後仲裁處理。
- 26.4 仲裁在發生仲裁那日開始按目前有效的聯合國國際貿易法委員會的仲裁規則進行。指定仲裁員的機構是香港國際仲裁中心（「HKIAC」），只用一名仲裁員，指定地點是位於香港的香港國際仲裁中心。仲裁由香港國際仲裁中心按照開始仲裁時有效的香港國際仲裁中心的仲裁程式規則。

## 27. 外國法規定

- 27.1 客戶承諾及同意：
- (a) 向英皇提供關於客戶本人及本協議第 27.4 條所述的任何人士的資料、文件及支援材料，去配合英皇履行其於《海外帳戶稅收合規法案》或任何其他外國法規定項下的義務；
- (b) 如有關 27.1(a) 的資料、文件及支援材料有任何更改時，客戶必須以書面方式立即通知英皇；及
- (c) 以令英皇信納的方式不時應英皇按其全權要求提供 27.1(a) 所述類別的最新或額外資料。
- 27.2 客戶同意英皇以及向英皇收取關於客戶及 / 或，本協議第 27.4 條所述的任何人士的任何個人及帳戶資料或記錄的任何人士可向英皇按其全權及絕對的酌情權視為在《海外帳戶稅收合規法案》或任何其他外國法規定下規定的任何人士、實體、政府團體、機構或監管機構（不論是否在香港法下設立）披露有關資料或紀錄。任何有關人士或實體可在其進行的任何業務或監管職能的過程中使用有關資料。
- 27.3 客戶確認及同意，即使本協議有任何其他規定：
- (a) 為遵從《海外帳戶稅收合規法案》或任何其他外國法規定，客戶同意並授權英皇可享有唯一及絕對的酌情權，從客戶的帳戶中，預扣或扣除任何款項（可高達總交易金額的 30% 及 / 或由國稅局不時要求的其他金額），以及收取任何由該預扣款項所衍生的費用。客戶確認，在任何情況下，英皇將不會為任何因《海外帳戶稅收合規法案》或任何其他外國法規定要求下預扣或扣除款項，所引致的損失及損害負責上責任；
- (b) 根據 27.3(a) 被扣起的任何款項可於英皇按其全權及絕對酌情權所決定的帳戶或方式持有；
- (c) 為遵從《海外帳戶稅收合規法案》或任何其他外國法規定，英皇或其任何聯屬公司將毋須對因英皇行使其於本協議第 27.3 條項下的權利而蒙受任何所扣稅項補足、損失或損害賠償承擔責任；
- (d) 為遵從《海外帳戶稅收合規法案》或任何其他外國法規定，在國稅局及任何其他外國法規定要求下，客戶同意及授權予英皇去進行預扣或扣除相關的支付。在特定情況下，如帳戶正進行或將會進行預扣或扣除，(i) 立即存入額外款項以補足應要的保證金額；及 (ii) 償還在英皇的帳戶內任何不足差額及英皇要求的其他結算或支付安排，否則英皇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份與客戶進行或以客戶名義

## 26. GOVERNING LAW AND SUBMISSION TO JURISDICTION

- 26.1 This Agreement and all rights, obligations and liabilities under this Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 26.2 The Client and Emperor hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from this Agreement.
- 26.3 Emperor and the Client also agree any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by the mediation first, arbitration next.
- 26.4 In accordance with the UNCITRAL Arbitration Rules at the date any such arbitration commences. The appointing authority shall be the Hong Kong International Arbitration Centre ("HKIAC"). There shall be only one arbitrator and the venue for arbitration shall be in Hong Kong at HKIAC. Any such arbitration shall be administered by HKIAC in accordance with HKIAC arbitration procedures in force at the date of arbitration commences.

## 27. FOREIGN LAW REQUIREMENTS

- 27.1 The Client undertakes and agrees to:
- (a) Provide all information, documents and supporting materials which is relating to Client him/herself and any person referred to in Clause 27.4 of this Agreement, to coordinate with Emperor to fulfil its obligations required under FATCA or any other Foreign Law Requirements;
- (b) If any change of the information, documents and supporting materials provided to Emperor pursuant to 27.1(a), Client shall forthwith notify Emperor in writing; and
- (c) Provide updated or additional information of the type described in 27.1(a) as required by Emperor in its sole and absolute discretion from time to time to satisfaction of Emperor.
- 27.2 The Client agrees that Emperor and any recipient of any personal and Account information or records from Emperor in relation to the Client and/or person referred to in Clause 27.4 of this Agreement may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Hong Kong law, considered by Emperor in its sole and absolute discretion as required under FATCA or any other Foreign Law Requirements. Any such person or entity may utilise such information in the course of any business or regulatory functions carried on by him/her or it.
- 27.3 The Client acknowledges and agrees that notwithstanding any other provision of this Agreement:
- (a) In compliance with the requirements under FATCA or any other Foreign Law Requirements, the Client agrees and authorises that Emperor is entitled to withhold and deduct any payment or funds (maybe subject to 30% of the gross proceeds and/or any other amount as required by IRS from time to time) under the Client's accounts as required at Emperor's sole and absolute discretion in order to comply with and meet its obligations under FATCA or any other Foreign Law Requirements. In any event, the Client confirms that Emperor shall not be liable for any loss or damages in relation to the withholding or deduction in this matter;
- (b) Any amount withheld under 27.3(a) may be held in whatever Account or in whatever manner determined by Emperor in its sole and absolute discretion;
- (c) For the compliance of FATCA and any other Foreign Law Requirements neither Emperor nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of Emperor's exercising of its right under this Agreement Clause 27.3;
- (d) Subject to the compliance of FATCA and any other Foreign Law Requirements, the Client agrees and authorised Emperor to make the withholding and/or deduction any payment is required by the IRS and any other Foreign Law Requirements. Under such circumstances, when a withholding and/or deduction is being or going to be made, the Client is required to (i) immediately restore the required additional amount when the margin level is impaired; and (ii) immediately make the required payment to Emperor for any other settlement or payments arrangement as

訂立之合約)，以保障其利益及客戶須負責賠償其在英皇的任何帳內出現之任何虧欠款項；

- (e) 為履行英皇於包括《海外帳戶稅收合規法案》或任何其他外國法規定項下的義務而英皇按其全權及絕對酌情權視作有需要時，英皇可延遲、暫停、轉讓或終止任何根據本協議作出的交易或指示；及
- (f) 英皇將有全部授權 (i) 按英皇視作合適的任何方式以及有關價格及有關條款及條件出售、變現及 / 或以其他方式處置客戶帳戶內可產生資金的任何資產的全部或任何部分，以讓英皇遵守按其全權及絕對酌情權視作在《海外帳戶稅收合規法案》或任何其他外國法規定下規定的義務； (ii) 禁止客戶在英皇視作必須或適宜的有關期間內透過或在任何客戶帳戶下進行任何交易；及 / 或 (iii) 終止客戶的帳戶。
- 27.4 客戶承諾向英皇提供英皇按其全權及絕對酌情權要求的所有與以下有關的文件及資料，以讓英皇履行其在任何外國法規定下的義務：
- (a) 任何帳戶的最終帳戶受益人；
- (b) 最終負責給予任何指示或訂立任何交易的人士；
- (c) 客戶代其收取款項的任何人士；及 / 或
- (d) 英皇按其全權及絕對酌情權識別為與客戶相關的任何其他人士。
- 27.5 客戶承諾適時以書面即時通知英皇有關任何人士在英皇記錄的地址或聯絡電話號碼或其他個人資料或其他任何資料的變更。
- 27.6 客戶聲明、保證及確認，客戶就英皇遵守《海外帳戶稅收合規法案》或任何其他外國法規定的目的而言向英皇提供的任何資料、文件、支援材料屬真實、完整及準確，且將在客戶與英皇維持業務的關係的整個期間保持真實、完整及準確。
- 27.7 在並無限制客戶根據任何安排或協議向英皇提供的任何彌償情況下，客戶同意就英皇、其代理、高級職員、僱員及其他代表因該方提供含誤導成分或錯誤的資料，或並無遵守本協議的任何規定，或英皇使用或倚賴客戶就英皇遵守任何《海外帳戶稅收合規法案》或任何其他外國法規定的目的而言向英皇提供的任何資料、文件、支援材料而可能蒙受或招致的任何性質的所有負債、索償、付款要求、損失、稅項、成本費用、費用及開支，包括稅項、利息或支銷向英皇、其代理、高級職員、僱員及其他代表作出彌償。客戶進一步同意，英皇有權從其管有或控制的客戶資產或客戶在其開立的任何帳戶中，扣起、保留或扣減其釐定為足夠的有關部分或有關金額，以彌補客戶在本協議第 27.7 條下可能結欠的任何款項。儘管英皇與客戶的業務關係終止，此項彌償將繼續。
- 27.8 在不限制本協議第 27.3(e) 及 27.3(f) 條的一般性下，客戶確認及同意，如客戶未能遵守本協議的任何規定（包括未能提供英皇要求的資料、文件、支援材料），則英皇可暫停或終止客戶的帳戶。
- required by Emperor in relation to the Client; failing which Emperor have an absolute discretion to take appropriate action (including but not limited to closing out all or some of the contracts transacted with or undertaken on behalf of the Client) as it deems fit to protect its interests and the Client shall be liable for any debit balance in any account(s) with Emperor;
- (e) any transaction, payment or instruction under this Agreement may be delayed, blocked, transferred or terminated where considered by Emperor in its sole and absolute discretion as required for Emperor to meet its obligations including those under FATCA or any other Foreign Law Requirements; and
- (f) Emperor shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as Emperor deems fit all or part of any of the assets in the Client's Account(s) that may produce funds to enable Emperor to comply with its obligations considered by Emperor in its sole and absolute discretion as required under FATCA or any other Foreign Law Requirements; (ii) prohibit the Client from effecting any transactions through or under any of the Client's Account(s) for such period as Emperor deems necessary and appropriate; and/or (iii) close the Client's Account(s).
- 27.4 The Client undertakes to provide Emperor with all documents and information pertaining to below details, as requested by Emperor in its sole and absolute discretion in order for it to comply with its obligations under the Foreign Law Requirements:
- (a) the ultimate beneficial owner of any Account;
- (b) the person ultimately responsible for giving any instruction or for entering into any transaction;
- (c) any person on whose behalf the Client acts in receiving payment; and/or
- (d) any other person identified by Emperor in its sole and absolute discretion as being in connection with the Client.
- 27.5 The Client undertakes to notify Emperor in writing forthwith of any change of address or contact telephone number or other personal particulars or any others information recorded with Emperor.
- 27.6 The Client represents, warrants and confirms that any information, documents and supporting materials provided by the Client to Emperor for the purpose of Emperor's compliance with FATCA or any other Foreign Law Requirements are and shall remain true, complete and accurate throughout the period when the Client maintains a business relationship with Emperor.
- 27.7 Without limitation to any other indemnity provided by the Client to Emperor under any arrangement or Agreement, the Client agrees to indemnify Emperor, its agents, officers, employees and other representatives against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of Emperor, its agents, officers, employees and other representatives may suffer or incur, including taxes, interest or expenses, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Agreement of Emperor's use of or reliance on any information, documents and supporting materials provided by the Client to Emperor for the purpose of Emperor's compliance with FATCA or any other Foreign Law Requirements. The Client further agrees that Emperor is entitled to withhold, retain, or deduct such portion from the Client's assets in the possession or control of Emperor or such amount(s) from any of Client's Account(s) with Emperor as it determines to be sufficient over any amount which may be owned by the Client under this Clause 27.7. This indemnity shall continue notwithstanding the termination of the business relationship between Emperor and the Client.
- 27.8 Without limitation the generality of Clauses 27.3(e) and 27.3(f) of this Agreement, the Client acknowledges and agrees that if the Client fails to comply with any requirement of this Agreement, including failing to provide information, documents and supporting materials as required by Emperor, Emperor may suspend or terminate the Client's Account(s).

27.9 客戶承諾，如客戶的聲明有任何變更，而該變更在根據適用之美國稅收法例的情況下，會令客戶的身份由「非美國人士」轉為「美國人士」，客戶會立即通知英皇。

## 28. 客戶資料聲明

28.1 客戶向英皇聲明、保證、確認及承諾「客戶資料聲明」所提供的資料乃屬真實、完備及準確。

28.2 客戶同意即時：

- (a) 應英皇之合理要求提供有關客戶及其財政狀況之資料（已載於「客戶資料聲明」內者除外）；
- (b) 倘本協議內所作之任何說明及保證在所有主要方面不再真實及準確，則以書面通知英皇；及
- (c) 當發生第 16 條款指明之任何事件後即時通知英皇。

## 29. 中介人披露

英皇並不監管中介人的活動，因此不會對中介人作出的任何聲明承擔責任。所有的中介人都不是英皇的職員或代辦人，他們的身份和英皇完全獨立。英皇和中介人直接的協議並不建立合資企業或合夥企業關係。

29.1 客戶瞭解並同意，如果客戶在英皇的帳戶是經中介人引薦而來，中介人可以訪問客戶的個人資料及其他有關客戶在英皇帳戶交易活動的資料，而中介人亦可以進入客戶的英皇帳戶，但中介人不得以客戶的英皇帳戶從事交易，除非客戶通過授權協議授權中介人代表客戶交易。

29.2 客戶理解並確認英皇可能對中介人引薦客戶給予報酬，此類報酬可能按照每筆交易或其他方式給予。這個給予中介人的報酬可能需要擴大給客戶的點差，即一個比英皇提供的一般正常價差為高的漲價。此外，客戶有權獲準確地告知此報酬的詳細內容。

29.3 對於客戶已經或將會從中介人或其他任何非英皇僱員處獲得的資訊或建議，英皇不能控制，也不支持或擔保其關於貴金屬交易的準確性或完備性。如果中介人或其他任何第三者向客戶提供任何關於貴金屬的資訊或建議，英皇將決不對客戶因使用上述資訊或建議帶來的損失負責。客戶理解中介人或各第三者，包括出售交易系統、課程、研究或推薦的出售人可能或未受政府機構的監管。

29.4 如若客戶以前被告知或相信使用任何第三者的交易系統，課程、程式、或由中介人或其他第三者提供的研究或建議會帶來交易盈利，客戶在此確認，同意和理解所有貴金屬交易，包括通過任何第三者的交易系統、程式、或由中介人或其他第三者提供的研究或建議進行的交易涉及很大的損失風險。此外，客戶在此確認，同意和理解所有貴金屬交易，包括通過任何第三者的交易系統、課程、程式、或由中介人或其他第三者提供的研究或建議進行的交易並不一定帶來盈利，避免風險或限制風險。

29.5 如果中介人或其他任何第三者向客戶提供貴金屬交易的資訊或建議，英皇絕不對客戶使用該資訊或建議帶來的損失負責。

27.9 The Client undertakes to inform Emperor forthwith if there is any change in circumstances which, under applicable U.S. tax regulations, modifies the Client status from “non-U.S. Person” to “U.S. Person”.

## 28. CLIENT INFORMATION STATEMENT

28.1 The Client represents, warrants, confirms and undertakes with Emperor that the provided information in “Client Information Statement” are true, complete and correct.

28.2 The Client agrees to promptly:

- (a) to furnish such information (other than that contained in the “Client Information Statement”) concerning the Client and his financial position as the Emperor may reasonably request;
- (b) to notify the Emperor in writing if any of the representations and warranties herein cease to be true and correct in all material aspects; and
- (c) to notify the Emperor of the occurrence of any event specified in Clause 16 forthwith upon its occurrence.

## 29. INTERMEDIATE DISCLOSURE

Emperor and Intermediate are wholly separate and independent from one another. The Agreement between Emperor and Intermediate does not establish a joint venture or partnership and Intermediate is not an agent or employee of Emperor.

29.1 Client understands and agrees that if Client’s Account with Emperor is introduced by the Intermediate, that Intermediate, may be provided access to certain personal information about Client as well as certain information concerning trading activity in Client’s Emperor Account. Client understands and agrees that if Client’s Account with Emperor is introduced by Intermediate, that Intermediate shall have the right to access Client’s Emperor Account, but the Intermediate shall not have the right to enter into any trades on Client’s Emperor Account unless authorised by Client under a power of attorney between Client and Intermediate granting such Intermediate the right to trade on Client’s behalf.

29.2 Client understands and acknowledges that Emperor may compensate Intermediate for introducing Client to Emperor and that such compensation may be on a per-trade basis or other basis. Such compensation to the Intermediate may require the Client to incur a mark-up, above and beyond the ordinary spread generally provided by Emperor. Further, Client has a right to be informed of the precise nature of such remuneration.

29.3 Emperor does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Intermediate or from any other person not employed by Emperor regarding Bullion trading or the risks involved in such trading. If Intermediate or any other third party provides Client with information or advice regarding Bullion trading, Emperor shall in no way be responsible for any loss to Client resulting from Client’s use of such information or advice. Client understands that Intermediate and many third party vendors of trading systems, courses, programs, research or recommendations may or may not be regulated by a government agency.

29.4 To the extent Client has previously been led to believe or believes that utilising any third party trading system, course, program, research or recommendations provided by Intermediate or any other third will result in trading profits, Client hereby acknowledges, agrees and understands that all Bullion trading, including trading done pursuant to a system, course, program, research or recommendations of Intermediate or another third party involves a substantial risk of loss. In addition, Client hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of Intermediate or another third party will not necessarily result in profits, avoid losses or limit losses.

29.5 If Intermediate or any other third party provides Client with information or advice regarding Bullion trading, Emperor shall in no way be responsible for any loss to Client resulting from Client’s use of such information or advice.

- 29.6 客戶確認英皇及與其相關的任何人未就客戶帳戶未來的盈虧作出任何許諾。客戶明白貴金屬交易有很大風險，以及很多投資者在貴金屬交易損失了交易的金錢。客戶在本平台進行交易，將被視為該客戶已閱讀及明白英皇提供的風險披露資料。
- 29.7 對於客戶已經或將會從中介人或其他任何非英皇僱員外獲得的資訊或建議，英皇不能控制，也不支持或擔保其關於交易或有關交易風險的準確性或完備性。
- 29.8 英皇會不支援或擔保中介人所提供之服務。由於中介人不是英皇的職員或代辦人，所以客戶有責任在享用其服務前應驗證、嚴格評估該中介人。
- 29.9 客戶承認：
- 任何有英皇或其他任何公司內部人員向客戶提供的市場推薦和資訊並不構成一項購買或出售場外市場貴金屬合同的要約或招徠購買或出售未平倉的貴金屬合約；
  - 此類推薦和資訊，儘管基於英皇認為可靠的資料來源，有可能完全基於某一經紀人的意見，故這類資訊可能並不完備或未經確認；及
  - 英皇不就提供給客戶的任何資訊或交易推薦的準確與完備性作出任何保證，其不對此負責。客戶承認英皇及 / 或其主管、董事、關聯機構、關聯人、股東或代表有可能持有某些未平倉的合約或有意買賣某些產品，這類交易也將獲得市場推薦，英皇或其上述主管、董事、關聯機構、關聯人、股東或代表的市場未平倉合約可能與客戶從英皇獲得的推薦並不一致。客戶承認英皇未就合約的稅務影響或待遇作出任何保證。
- 29.10 客戶保證及聲明其未有與客戶的中介人或任何英皇僱員就其英皇帳戶的交易簽訂任何單獨協議，包括任何保證其帳戶盈利或限制損失的協議，客戶同意其有責任以書面形式立即告知英皇任何此類協議。此外，客戶同意如果任何人士作出的任何有關交易帳戶的聲明有異於客戶從英皇獲得的表述，客戶同意以書面形式提請英皇的注意。客戶理解其必須在執行每項交易之前給予授權，除非客戶通過簽訂英皇的交易授權將許可權授予另一人士；且任何有爭議的交易必須根據被交易協議的通知要求提請英皇的注意。如果因客戶未能及時通知英皇任何爭議造成的損害或債務，客戶同意賠償英皇以使其不受損害。本條款下的通知需要送達及經英皇確認收妥。
- 29.6 Client acknowledges that no promises have been made by Emperor or any individual associated with Emperor regarding future profits or losses in Client's Account. Client understands that Bullion trading is very risky, and that many investors lose money trading.
- 29.7 Emperor does not control, endorse or guarantee for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Intermediate or from any other person not employed by Emperor regarding trading or the risks involved in such trading.
- 29.8 Emperor does not endorse or vouch for the services provided by the Intermediate. Since Intermediate is not an employee or agent of Emperor, it is Client's responsibility to perform necessary due diligence on the Intermediate prior to using any of their services.
- 29.9 Client acknowledges that:
- any market recommendations and information communicated to Client by Emperor or by any person within the company, does not constitute an offer to buy or sell, or a solicitation of an offer to buy or sell any OTC position;
  - such recommendation and information may be incomplete and may be unverified; and
  - Emperor makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Client. Client acknowledges that Emperor and or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell Bullion, which are the subject of market recommendations furnished to Client, and that the market position of Emperor or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Client by Emperor. Client acknowledges that Emperor makes no representations concerning the tax implications or treatment of trading Bullion.
- 29.10 Client warrants and represents that Client has no separate Agreement with Client's Intermediate or any Emperor's employee regarding the trading in Client's Emperor Account, including any Agreement to guarantee profits or limit losses in Client's Account. Client agrees that Client is under an obligation to notify Emperor immediately in writing as to any Agreement of this type. Further, Client agrees that any representations made by anyone concerning Client's Account that differ from any statements Client receives from Emperor must be brought to the attention of Emperor immediately in writing. Client understands that Client must authorise every transaction prior to its execution unless Client has delegated authority to another party by signing Emperor's limited power of attorney, and any disputed transactions must be brought to be attention of Emperor pursuant to the notice requirements of this Agreement. Client agrees to indemnify and hold Emperor harmless from all damages or liability resulting from Client's failure to immediately notify Emperor of any of the occurrences referred to herein. All notices required under this clause shall be sent to Emperor.

### 30. 爭議

中文譯本僅供參考，文義如與英文版本有歧異，概以英文版本為準。

### 30. CONTROVERSIES

In the event of any inconsistency between English and Chinese version, the English version shall prevail.

## 個人資料 (私隱) 條例聲明

英皇茲根據個人資料 (私隱) 條例 (香港法例第 486 章) (下稱「此條例」) 通知客戶下列事項：

1. 英皇現欲知會各客戶有關其所提供之個人資料 (根據此條例下之定義)，對建立一合適及有效之業務關係，如在與閣下開立之交易帳戶、建立及提供各項財務及諮詢方面等，尤為重要。交易帳戶包括但不限於證券、期貨、保證金貴金屬或槓桿式外匯等。
2. 客戶提供的個人資料 (不論是由客戶或任何其他人士於客戶收到本通知之前或之後提供)，英皇將用於下列用途：
  - (a) 為提供服務給客戶之日常運作；
  - (b) 確保客戶的信用維持良好；
  - (c) 協助日常之借貸事項；(如有)
  - (d) 協助借貸上所需之審核工作；(如有)
  - (e) 推廣 (包括直接促銷) 財務服務及有關之產品；

英皇擬把客戶的個人資料使用及 / 或轉移給集團內相關之公司及其他人士作直接促銷用途，而英皇須為此目的取得客戶同意 (包括表示不反對)。因此，請注意：

  - (i) 客戶的姓名、聯絡詳情、產品及服務組合資料、交易模式、財務背景及人口統計數據可被用於直接促銷；
  - (ii) 可用作促銷下列類別的服務、產品及項目：
    - 財務、保險、投資服務、證券及投資相關服務與產品；
    - 英皇及其集團內相關之公司提供的服務及產品 (不時提及於英皇集團網頁 <http://www.emperorgroup.com>)，包括金融、地產、鐘錶珠寶、娛樂電影、酒店、出版印刷、傢俬產品、餐飲業務；
    - 英皇商業夥伴提供的服務與產品；
  - (iii) 上述服務、產品及項目或會由以下各方提供及 / 或促銷：
    - 英皇及其集團內相關之公司 (不時提及於英皇集團網頁 <http://www.emperorgroup.com>)；
    - 第三方金融機構、承保人、證券及投資服務供應商；及
  - (iv) 若客戶不願意英皇使用及 / 或轉移個人資料給集團內相關之公司及其他人士作直接促銷用途，客戶可行使其不同意的權利，此安排並不收取任何費用；
  - (f) 估計客戶借貸款額之水平；(如有)
  - (g) 確定英皇對客戶或客戶對英皇的債務；
  - (h) 向客戶及為客戶提供擔保或抵押的人士追收欠款；
  - (i) 協助其他機構進行信貸審查和追討債務；
  - (j) 偵查或防止發生違反法例及法規；及
  - (k) 符合有關法律、規則、規例中或監管機構所制定關於披露資料方面所訂之要求。

## PERSONAL DATA (PRIVACY) ORDINANCE (“THE ORDINANCE”) STATEMENT

Notice to Client regarding the Personal Data (Privacy) Ordinance (the “Ordinance”) (Cap.486, Laws of Hong Kong):

1. Emperor hereby draws the Client’s attention to the necessity of supplying Emperor with the Client’s personal data (as defined in the Ordinance) in order to secure a proper and efficient business relationship with you, our Client. The underlying reasons for so doing relates to the opening or maintaining of securities and futures trading Account(s) and the provision or continuation of financial facilities or financial or advisory services to you. Trading Account(s) including but not limited to securities, futures, margin bullion and leverage foreign exchange, etc.
2. The personal data supplied by the Client (whether supplied by the Client or any other person, and whether supplied before or after the date the Client receives this notice) may be used by Emperor for the purposes as follows:
  - (a) facilitating daily operations of services provided to Client(s);
  - (b) ensuring ongoing credit worthiness of Client(s);
  - (c) administering any credit facilities granted from time to time; (if any)
  - (d) facilitating credit checks; (if any)
  - (e) marketing (including direct marketing) of financial services or products;

Emperor intends to use and/or transfer the Client’s personal data to its related group companies and other persons for use in direct marketing. Emperor requires the consent (which includes an indication of no objection) of the Client for that purpose. In this connection, please note that:

  - (i) The name, contact details, products and services portfolio information, transaction pattern, financial background and demographic data of the Client may be used in direct marketing;
  - (ii) The following class of services, products and subjects may be marketed:
    - financial, insurance, investment services, securities, investment and related services and products;
    - services and products offered by Emperor’s related group companies (as referred to, from time to time, in Emperor Group’s website: <http://www.emperorgroup.com>), including financial, property, watch & jewellery, entertainment & films, hospitality, publishing & printing, furniture, food & restaurants;
    - services and products offered by Emperor’s business partners;
  - (iii) The above services, products and subjects may be provided and/or marketed by:
    - Emperor and its related group companies (as referred to, from time to time, in Emperor Group’s website: <http://www.emperorgroup.com>);
    - third party financial institutions, insurers, securities and investment service providers; and
  - (iv) If the Client does not wish Emperor to use or transfer to its related group companies and other persons the Client’s data for use in direct marketing, the Client may, without charge, exercise the right to opt-out;
  - (f) valuing the level of indebtedness owed to or by the Client(s) from time to time; (if any)
  - (g) determining the amount of indebtedness owed to or by Client(s);
  - (h) collection of amounts outstanding from Client(s) and those providing security for Client’s obligation;
  - (i) assisting other financial institutions to conduct credit checks and collect debts;
  - (j) prevention and detection for non-compliance with laws and regulations; and
  - (k) meeting all legal requirements regarding disclosure obligations imposed by all relevant laws, rules, regulations or regulatory authorities applicable from time to time.

3. 英皇會嚴密處理客戶提供之個人資料（不論是由客戶或任何其他人士於客戶收到本通知之前或之後提供），而當英皇需要運用此類個人資料時，亦會交由下列人士處理：
    - (a) 英皇及其分行、附屬公司、控股公司、附屬成員及集團內相關之公司，用作提供服務或產品推廣之工作；
    - (b) 任何英皇的董事、主管、僱員或其他代表（在執行英皇業務時）；
    - (c) 向英皇提供行政、電訊、電腦、付款、證券結算、代辦人、保管人或其他服務的任何代理、承辦商或第三方服務供應商；
    - (d) 經英皇授權處理保密資料之人士；
    - (e) 任何客戶欲與其或已與其建立業務關係之財務機構及其聯繫機構；
    - (f) 信貸資料服務機構及（如有失責事件）財務公司；
    - (g) 根據對英皇有約束力或適用於英皇之任何法例或規例的規定，或根據並為施行由規管英皇之任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望英皇遵守的任何指引或指導，或根據英皇向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；及
    - (h) 任何為進行以上第二段所列用途之人士。
  4. 若客戶已向英皇提供或可能影響向客戶提供服務的其他事項有變更，客戶須在實際可行的情況下，盡快通知英皇。
  5. 倘若客戶未能完全或準確地提供所需之資料，此將影響公司所提供服務之效率，並可能令英皇未能開立、保持、發展或繼續提供有關之財務服務。
  6. 英皇在有需要時會審慎地將若干個人資料轉移至香港特別行政區以外的地方以達到收集此等資料之目的，或直接與有關之目的。該轉移會遵守條例之規定。
  7. 客戶擁有於下列有關其個人資料方面之權利：
    - (a) 查核英皇是否持有其個人資料，要求取用及更正其個人資料；
    - (b) 查詢英皇有關其在資料保存方面之政策、常規以及知悉英皇所存放其個人資料之種類；及
    - (c) 若客戶不願意英皇使用及 / 或轉移其個人資料給集團內相關之公司及其他人士作直接促銷用途，客戶可行使其選擇權拒絕促銷。
  8. 任何查詢或申請有關其個人資料，可填妥由香港個人資料（私隱）專員提供的「查閱資料要求表格」，將填妥的表格連同客戶簽署確認的身份證明文件副本致函英皇註冊辦事處之合規部。英皇保留向客戶收取查閱費用之權利。
3. Emperor shall maintain the Client's personal data (whether provided by the Client or any other person, and whether provided before or after the date the Client receives this notice) as confidential but Emperor may procure that any such personal data is used by:
    - (a) Emperor and its branches, subsidiaries, holding companies, affiliates and related group companies in connection with the promotion or provision of products or services that our group may render;
    - (b) any director, officer, employee or other representative of Emperor when carrying out the business of the Emperor;
    - (c) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, nominee, custodian or other services to Emperor;
    - (d) any person under a duty of confidentiality to Emperor;
    - (e) any financial establishments and their respective associates with which the Client has or proposes to have trading;
    - (f) credit reference agencies and, in the event of default, debt collection agencies;
    - (g) any person or entity to whom Emperor is under an obligation or otherwise required to make disclosure under the requirements of any law or regulation binding on or applying to Emperor, or any disclosure under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents issued or given by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which Emperor is expected to comply, or any disclosure pursuant to any contractual or other commitment of Emperor with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside Hong Kong and may be existing currently and in the future; and
    - (h) any person for the purposes set out in Paragraph (2) above.
  4. The Client shall, as soon as practicable notify Emperor of any changes on address or any other particulars provided to Emperor which may affect the provision of the service to the Client.
  5. Inadequate or defective provision of the necessary personal data may hinder Emperor's efficiency in providing its services and even result in Emperor being unable to perform the functions of opening, maintaining, providing or continuing any or all relevant financial or advisory services whatsoever.
  6. At times it may be necessary and/or prudent for Emperor to transfer certain Personal Data to places outside of Hong Kong SAR in order to carry out the purpose, or directly related purposes, for which the Personal Data were collected. Where such a transfer is performed, it will be done in compliance with requirements of the Ordinance.
  7. The Client has the following rights in relation to his personal data:
    - (a) the right to check whether Emperor has any personal data relating to him/her, and to request access and correction of such personal data;
    - (b) the right to make inquiries of Emperor regarding their policies and practices in connection with the data and to be informed of the kind of personal data maintained by Emperor; and
    - (c) the right to opt out if the Client does not wish Emperor to use or transfer to its related group companies and other persons his/her personal data for use in direct marketing.
  8. Any such request should be completing the "Data Access Request Form" as prescribed by the Privacy Commissioner for Personal Data along with appropriate proof of identity (with Client's signature for acknowledgement) sending to the Emperor Compliance Department. Emperor may charge a reasonable fee for processing any data access request.