

协议号码

AGREEMENT NO.: _____



英皇金业有限公司
Emperor Bullion Limited

客户协议（网上交易）

CLIENT AGREEMENT (ONLINE TRADING)

帐户号码

ACCOUNT NO.: _____

香港湾仔轩尼诗道 288 号英皇集团中心 28 楼

28th FLOOR, EMPEROR GROUP CENTRE, 288 HENNESSY ROAD, WANCHAI, HONG KONG

<p>注意事项</p> <ol style="list-style-type: none"> 1. 客户应该了解在进行买卖贵金属现货之过程中,是有机会获取利润,但同时亦有可能遭受亏损,而在不利的买卖情况下,亏损程度甚至会超过最初存入的保证金数额。贵金属现货价格之变动会受到多种不可预测及世界性之因素影响。当价格大幅度变动时,市场或有关监管机构可能采取某些行动,导致客户无法及时结算亏损的买卖合约。虽然英皇的职员及代表随时留意市场之波动,惟彼等无法保证彼等之预测准确,亦无法确保亏损将不超过某个限额。 2. 英皇透过贵金属场外交易市场从事投机、购买或卖出贵金属现货。而场外交易市场的业务并不在有组织的市场交易,所以不需公开喊价。尽管许多以电脑为基础的系统提供报价和实际价格,这二者可能因为市场不流动性而有所差异。许多电子交易设施是由以电脑为基础的系统来支援进行交易下单、执行、匹配的。与所有设施和系统一样,它们有机会受到临时故障的影响。客户收回某些损失的能力可能受限于系统提供者、市场、银行及 / 或金融机构设定的责任限度,这些限度可能不尽一样。 3. 英皇的保证金政策,以及执行交易的机构 / 清算所的政策可能要求客户提供追加资金以便维持其保证金帐户。客户有义务满足这类保证金要求,否则将可能带来未平仓合约的清算及相应的损失。另外英皇还保留拒绝接受定单的权利或提供市场对冲。 4. 签署本协议前,请小心阅读整份协议。 	<p>NOTICE</p> <ol style="list-style-type: none"> 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. 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. 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. 4. PLEASE READ VERY CAREFULLY THE WHOLE OF THIS AGREEMENT BEFORE YOU SIGN ON IT.
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本协议于二零_____年_____月_____日签订。
协议的其中一方为**英皇金业有限公司**(以下简称「英皇」)为一家贵金属交易商,英皇之注册办事处位于香港湾仔轩尼诗道288号英皇集团中心28楼,而另一方(「客户」)之名称、地址及详情则载于附录一及附录二中。

鉴于:

- I. 客户愿意在英皇开立一个或多个帐户,以供客户进行贵金属现货(包括惟不限于本地伦敦金、本地伦敦银及港金等)(「贵金属」)。而为此目的,客户要求英皇维持其在英皇处开设之一个或多个帐户,并执行客户之贵金属现货买卖指令。
- II. 英皇同意按下列条款及条件,不时应客户的要求并由英皇自行决定让客户开立一个或多个帐户,并接受及维持该(等)以名称、号码或其他方式开立的帐户,英皇并同意执行由客户发出或授权之所有贵金属现货买卖指令。

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.

双方兹协定如下：

1. 词汇释义

于本协议中，除非文意另有所指，否则下列词语有以下含义：

本协议

指本协议，及以附录形式登载可不时作出修订或补充之「客户资料声明」（附录一及附录二）及「客户及第三者见证人声明」（附录三）。

帐户

指依据第5条款，现时或将来以客户名义在英皇开设之任何买卖帐户；

客户

用于本协议，如客户为个人，则包括客户本人、其遗嘱执行人及遗产管理人；如客户属独资经营商号，则包括东主、其遗嘱执行人及遗产管理人，以及其业务继承人；如客户属合伙经营商号，则包括上述客户帐户仍维持之时商号之各合伙人，其遗嘱执行人及遗产管理人、以及此后加入或曾经成为商号合伙人之任何其他人士、其遗嘱执行人及遗产管理人、以及该合伙商号之继承人；如客户为公司，则包括该公司及其授权人士代表；

客户集团公司

指客户及（如客户为个人或商号）任何由客户控制之公司及（如客户为公司）任何为客户之控股公司或附属公司或其控股公司之附属公司之公司；

控制

倘属下列任何一个情况，则某人士即为「控制」一间公司：

- (i) 该公司或另一间为其附属公司之公司之董事惯常按照该人士指令或指事而行事；或
- (ii) 该人士（单独或联同任何联系人士）有权行使或控制行使该公司或另一间为其附属公司之公司股东大会投票权超过 20%；

海外帐户税收合规法案

指由美利坚合众国（「美国」）颁布的《海外帐户税收合规法案》，会于 2014 年 7 月 1 日正式生效及修改版本会不时更新，当中包括：

- (i) 政府与监管机构之间就《1986 年美国国内收入法》订立的任何政府间协议，谅解备忘录、承诺及其他安排（包括香港特区政府订立的任何政府间协议、谅解备忘录、承诺及其他安排）；
- (ii) 英皇与美国国家税务局（「国税局」）或其他监管机构根据或就《1986 年美国国内收入法》订立的协议；及
- (iii) 根据任何前述者在美国、香港或其他地方采纳的任何法律、规例、规则、诠释或惯例。

外国法规定

指根据任何今后或现时的以下各项，向英皇施加的任何义务：

- (i) 外国法律（包括英皇按其 / 彼等全权及绝对酌情权认为其 / 彼等受约束的外国法律）；
- (ii) 落实香港在与外国政府或监管机构的协议下的义务的香港法律；
- (iii) 英皇与外国政府或监管机构订立的协议；或
- (iv) 在香港境内或境外的任何法律、规管、政府、税务或执法团体就 (i) 至 (iii) 项颁布的指引或准则。

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).

控股公司及附属公司

分别具备不时作出修订或重新颁布条例第 2 条(香港法例第 32 章)所赋予之涵义;

必须保证金

指英皇不时自行决定要求客户存入的按金。该等保证金须于发出买卖指令前存入英皇,作为对所有贵金属现货交易的担保;

追加保证金

指在必须保证金因市场价格的不利波动而出现亏损时,英皇要求客户填补的保证金。追加保证金必须是百份之百补足至必须保证金的数额;

附加保证金

指英皇认为应增收客户的按金。此等保证金是作为在客户透过英皇进行的任何或所有贵金属现货交易时进一步的担保;

书面

包括书写、印制、平版印刷、照片、打字、电报及电传讯息、图文传真传送及任何一种及各种其他可以见到、可以辨别及非暂时性以转载文字或数字之形式。而英皇亦可透过其网站地址作出任何公布;

中介人

所有引荐业务或客户给予英皇的人士或组织或公司;

工作日

指英皇之营业日;

网站地址

英皇之网站地址 www.empfs.com 或英皇公布之官方网站。

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 or any other websites as amended from time to time in Emperor's official company website.

2. 标题仅为方便参阅或引述之用,并不影响本协议之涵义及诠释。
3. 除非另有注明或文义另有规定外,本协议内述及之条款及附录乃指本协议之条款及附录,述及之法律或法规包括不时经过修订、延展或重新颁布之法律或法规,述及之单数亦包括复数在内(反之亦然),男性或女性字眼包括两种性别在内,而述及之人士则包括公司在内。
4. 适当授权 / 资格
 - 4.1 个人客户兹保证本身为成年人及具备足够资格,而商号或公司客户兹保证本身为正式组成及注册。客户同时保证本身有权订立协议及一切附带及 / 或据此订立之合约;而在任何情况下,本协议及该等合约均对客户构成具有法律约束力及须予履行之义务。
 - 4.1 英皇兹保证本身为一间根据香港法例第 32 章公司条例正式注册之有限责任公司,并有权订立本协议。
5. 帐户之操作
 - 5.1 客户兹指示而英皇兹同意以客户名义开立及维持帐户,以便按照本协议之条款及条件出售、购买、投资、兑换或以其他方式处理及以一般形式买卖各类贵金属。
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 如果客户将交易授权或对其帐户的管理授予中介人，英皇将绝不对客户作出的选择负责或对此作出任何推荐。英皇不对有关交易中中介人作出任何声明或保证；英皇不会因为交易营业代表的行为而对客户产生的损失负责；英皇不对交易中中介人的运作方式作出任何隐含或直接的支持或批准。如果客户授权客户中间人管理其帐户，客户自己承担风险。

5.3 客户同意并声明其本身充分了解贵金属买卖所涉及的风险，并确知其向英皇发出的指令，可能会受当时情况影响而无法执行（尤其是结算所持合约而订立相配合合约的指令）。客户同意所有与本合同有关的损失由其承担，英皇毋须对任何与本合同有关的损失负责，除非该等损失是由于英皇处理失当或显著疏忽所致。

6. 财务审查

6.1 客户兹以不可撤回方式授权英皇对客户进行信用查询或审查，以确定客户之财政状况及投资目标。而客户亦同意英皇的雇员或其他代表获得不可撤回之授权可随时联络任何人士（包括但不限于客户之往来银行或经纪或任何信用贷款评审机构）以查核「客户资料声明」内所载之任何资料。

6.2 客户向英皇保证所披露的财务讯息准确地表达了客户目前的财务情况。客户进一步声明并保证在确定其净值时，资产与负债已被仔细计算，并将负债从资产中扣减来确定客户在财务讯息中提供的净值。客户声明并保证在确定资产价值时，客户包括了现金及或现金等值品和可流通证券，自有房产（不包括主要住宅），人寿保险的现金价值及其它有价值资产。客户声明并保证在确定负债时，客户包括了应付银行的本票（担保或非现担保），应付亲属的本票，应付房产抵押贷款，（不包括基本住所）及其它债券。客户声明并保证在确定其流动资产时，客户仅包括能迅速（一天时间以内）变现的资产。客户声明并保证其已非常仔细地考虑了客户资产中可为风险资本的部分。客户保证及声明风险资本是指如此金额的资金，即客户愿意将其投入风险之中，且即使损失也不会对客户的生活方式带来任何改变。如果客户的财务状况发生变化以致降低客户的净值、流动资产及 / 或风险资本，客户同意立即告知英皇。

7. 买卖

7.1 客户兹声明客户是为自己进行买卖。

7.2 英皇可以与客户部分或全部的买卖指令进行对盘及 / 或下达市场。英皇获授权按照客户的口头、书面或电脑指令向对手方如银行、机构或资深参与者为客户帐户进行场外买卖。除非客户以书面形式作出反对，否则英皇获授权跟英皇认为适合之对手方如银行、机构或资深参与者执行所有订单。

7.3 如事前获英皇批准，英皇之任何雇员及其他代表可以为本身利益订立买卖合约。

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 客户发出的任何指令，可能在有关的市场直接执行，或可能透过与任何人士或在任何市场进行买卖以执行之，亦可能透过任何代办人、经纪或往来人士或公司间接执行而毋须通知客户。
- 7.5 客户确知贵金属现货买卖价格因机构而异，而且分秒变动，并承认即使按照公布的价格，亦可能无法成交。因此，客户兹同意，接受英皇不时开报的价格为当时能取得的最佳价格。
- 7.6 客户在此承认并同意下述情况有可能出现，即与英皇相关的某一主管、董事、关联机构、关联人、雇员、其他代表、银行或银行雇员、交易商及英皇本身可能是客户帐户所进行的交易对手当事人或经纪。客户在此同意进行上述交易，仅有的限制是有关执行买卖定单的银行、机构、交易所或交易委员会的任何可能的条例或规定，或其他监管机构的任何可能的限制与条件。
- 7.7 客户应遵守及接受英皇不时规定或更改之一切规则、所需求之保证金金额、交易事实、落单时间表及 / 或其他有关贵金属买卖之事项。
- 7.8 一切有关任何交易或合约之税项、征税、费用或其他支销及开支，概由客户全部承担，而客户须保障英皇完全毋须支付此等款项。
- 7.9 客户可从其保证金帐户中提取款项，惟须以书面通知英皇其提款意愿。英皇收到通知后将在两个工作日内安排付款予客户。客户提取之款项不得超过上述帐户之结存减去必需保证金及英皇接获客户书面通知当天客户未平仓合约之浮动亏损总额。
- 7.10 客户可以透过书面或口头（以电话或实际接洽）或电传发出执行合约之指令。未得英皇书面同意或确认，指令一经发出即不得撤销或撤回。英皇有权信赖及以诚信态度合理相信乃由客户所发出之任何指示、指引、通知或其他通讯，而客户同意就英皇因信赖上述事项而引致之亏损、费用及支销（包括惟不限于法律费用及或帐务管理公司之费用）向英皇作出赔偿保证及保障英皇不会因此蒙受损失。
- 7.11 (a) 透过专用交易电话线由英皇与客户于业务过程中之所有电话谈话，将会被英皇操作之中央录音系统录音。
- (b) 客户可要求英皇给予一个特定私人密码（「私人密码」）作为登入交易平台或识别身份之用途。客户承诺将交易密码绝对保密，并对任何意外或故意或未经许可向任何第三者泄露交易密码负上全部责任。任何人士如能向英皇提供该交易帐户的交易密码，此人士将被视为已授权并对客户具有不可推翻的约束力。客户确认交易密码有被未经授权人士盗用或作未经授权用途之风险，并同意完全承担该等风险及全面赔偿英皇因该等风险而引致之一切后果。客户如获悉或怀疑交易密码经泄露予任何未经授权之人士或有任何未经授权之指示被发出，则须立即通知英皇。
- 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) 客户必须将密码保密存放，确保第三者无法取用交易设施。客户同意对所有经电邮传送来的指示和对所有经由电邮、口头或书面向英皇发出的指示确实负责，即使是由第三者发出，这些指示已和客户密码和帐户号码认证，根据英皇的判断相信是客户表面授权。英皇并没有责任对这个表面许可权作进一步查询，也没有责任因为依据这些指示或表面许可权所采取的行动或不采取行动所造成的后果负责。
- (d) 双方同意英皇与客户在业务过程中记录于英皇操作之中央录音系统内之任何电话谈话或英皇交易系统伺服器内的任何交易纪录，即为任何所记录买卖指令之最终及确定证据。
- (e) 接受客户发出买卖指令之电话号码由英皇以书面指定，并可不时予以更改。该更改事宜由英皇发出通知之日或英皇在其网站地址公布时起才生效。

7.12 在任何情况下，客户有可能被要求减少其未平仓合约的数目或将其与英皇订立之未平仓合约平仓。

7.13 除客户之斩仓指示外，英皇并无任何责任进行任何特定交易，惟该斩仓指示之执行须不受送达英皇之司法或行政命令或对客户提出之任何破产或清盘申请所禁止。倘任何有关帐户内之资金不足或倘英皇相信有关行动可能令致英皇或客户触犯任何法律、规则或规例，则英皇并无任何责任按照有关指示行事。倘英皇酌情拒绝接受客户之任何指示，英皇将会通知客户，惟英皇于任何情况下对客户因英皇拒绝按该等指示行事或遗漏通知客户所蒙受或引致之任何亏损、丧失利润或收益、损害、负债、费用或支销，一概不承担任何责任。

7.14 英皇被授权按照客户的电脑或录音电话指令或向对手方客户的帐户进行场外市场买卖。英皇有权订定限制客户每次下单的总数。英皇有权限制客户获得或持有的未平仓合约的金额及 / 或总数。英皇将努力按照客户电脑或录音电话的指示执行其选择接受的定单。英皇有权拒绝接受任何定单或保证市场对冲。但是，英皇将不负任何责任英皇不可直接或间接控制的事件、行为、遗漏或疏忽造成的损失或损害，这种情况包括但不限于任何由于传输或通讯设施故障造成的定单或资讯传输的延迟或不准确带来的损失或损害。

8. 风险披露声明

8.1 从事杠杆式贵金属交易所导致损失可以是相当大的，客户所招致的损失可能会超过客户原本投资的资金。一些附带条件的定单，例如「止损单」或「止损限价单」，并不一定保证将损失降至限定的范围内，因为市场的状况有可能使该定单无法成交，有可能在短时间内通知客户补仓。如果客户无法在限定的时间内补足资金，客户的持仓将有机会被强制平仓，而客户则对帐户内的赤字有偿还的义务。因此，客户必须依照客户的财务状况及投资标准做审慎的评估及考虑。

- (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 因为贵金属交易的风险因素很高，只有真正的可承受风险资金可以用于这类交易。如果客户并无盈余资金可供损失，客户不应在贵金属市场上交易。
- 8.3 客户承担投资于杠杆或非杠杆的交易是投机性的，涉及高度风险，只适合于能够承担超过其保证金存款损失风险的人士。客户理解由于场外市场交易通常要求的保证金较低，场外市场的价格变动可能带来相当大的损失，该损失可能超过客户的投资和保证金存款。客户保证其愿意且能够在财务上或其他方面承担场外市场交易的风险，客户同意不就因遵循英皇或其雇员或其他代表作出的交易推荐，或建议而造成的交易损失追究英皇的责任。客户认识到保证场外市场交易的盈利或不受损失是不可能的。客户承认其未从英皇或其雇员或其他代表或客户与之打交道以进行英皇交易的实体之外获得这类保证，并且未根据任何上述保证来订立本协议。
- 8.4 以保证金为基础的场外市场贵金属交易是金融市场上最具风险的投资方式之一，且仅适合于有经验的投资者和机构。在英皇开立的帐户允许客户以很高的杠杆比率（可高达客户帐户资产的一百倍，杠杆比率可由英皇不时修改或者按照其他适用的规例）进行贵金属交易。鉴于存在损失全部投资的可能性，在贵金属市场进行投机的资金必须是风险资本金，其损失将不会对客户个人或机构的财务状况产生太大影响。
- 8.5 在场外交易市场上，英皇不仅于进行交易所场外交易，而更可能是客户交易对手。客户有可能在这种情况下平仓，而评定价值来确定公平价值价格或评估风险暴露会很困难或不可能。鉴于这些原因，这类交易可能涉及更大的风险，而场外交易可能受到较少的监管或受限于单调的监管体系。因此在开始交易之前，客户应该了解适用的规定和伴随的风险。
- 8.6 在使用外币交易中，如果有必要进行货币兑换的话，客户的盈利或损失将受到汇率变动的影响。
- 8.7 由于英皇不能控制信号能力，信号通过互联网的接收和路由，客户设备的结构或联接的可靠性，英皇不对互联网上交易中出现的通讯故障，失真或延迟负责。
- 8.8 大部分公开报价和电子交易的设施是由以电脑为基础的系统来支援进行交易下单、执行、匹配、登记和清算的。与所有的设施和系统一样，他们易受到临时故障的影响。客户收回某些损失的能力可能受制于系统提供者、市场、清算所以及 / 或会员公司设定的责任限度。这些限度可能是不同的。
- 8.9 在某一电子交易系统的交易可能不仅不同于公开报价市场的交易，也不同于在其他电子系统的交易。如果客户在某一电子市场从事交易，客户将面临与该系统相关的风险，包括硬体和软体的故障。系统故障可能造成客户的定单难以按照客户的指示执行或根本不能执行。
- 8.10 英皇将不负责任传输或通讯设施故障、电力短路或任何其他英皇所不能控制或预计的原因带来的指令传输的延迟。英皇将仅对直接因为英皇的过失、蓄意过错或欺诈造成的行为负责。由英皇按本协议雇用的任何雇员或其他代表的过失所引起的损失，英皇将不负责。

- 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 市场状况（例如流动性）以及、或某些市场的运作条例（例如由于价格限制断路器造成的任何贵金属暂停交易）有可能增加损失的风险，因为完成交易、平仓或锁仓已经变得很困难或不可能。而基础利益与贵金属正常价格关系可能不复存在，缺乏基础的相对价格可能使得评判「公允」价格难以进行。
- 8.12 在其他辖区市场（包括正式连接到内部市场的市场）进行的交易可能使客户面临其他风险，那些市场受到的规定可能提供不同或减低投资者保护措施。在开始交易前客户应该询问任何与客户交易有关的规定。
- 8.13 当某些报价或成交价错误发生时，英皇将不会为此等错误所导致帐户内的保证金不足、余额、盈亏、及 / 或持仓而负责。这些错误包括但不限于：交易员的错误报价、非国际市场价之报价，或是任何报价错误（例如：硬体，软体或网路之问题，或是第三者所提供之错误资料）。下单时预留足够的时间执行订单和系统计算所需保证金的时间，订单的执行价格或订单设定和市场价格过于接近的话，可能会触发其他订单（不论是那种订单类型）或发出保证金提示。英皇不会对由于系统没有足够时间执行订单或进行运算所产生的保证金提示、帐户结余或帐户仓位负责。上文不得视作内容尽列，一旦发生报价或执行错误，英皇保留取消及 / 或更正报价错误所引致及 / 或所衍生于帐户内相对交易的绝对权力。任何有关报价与成交错误之争执只能由英皇完全自主决定解决。若因此带来任何损失、损害或责任，客户同意予以赔偿使英皇不受损害。
- 8.14 阁下确认贵金属交易的现货价格乃因机构而异，并且随时于分秒间出现变化，原因包括（但不限于）资料传送上存在时差，故有时甚至不能根据所公布的价格进行交易。因此，阁下同意接受英皇不时提供予阁下的价格，乃当时所能取得之最佳价格。
- 8.15 如果过去客户只曾投资于低风险的投资工具，客户可能需要在正式买卖之前学习贵金属交易。客户需要认识到假如在交易贵金属时市场走势并不如客户所预料时，客户有可能损失所有存放在英皇作为初始保证金的资金。如果客户希望继续客户的投资，客户必须确认客户的资金是纯风险资本，这些资金的损失并不会危害到客户的生活方式或损害客户的未来退休计划。此外，客户完全明白贵金属投资的性质和风险，客户在投资时承受的损失不会影响到第三者。
- 9. 有关保证金要求及最初保证金或其他保证金存款的缴款时限之详情**
- 9.1 客户须向英皇存入保证金，金额由英皇不时指定，而存入之货币及时限须为英皇所接受者。过往有关保证金之规定并无限制英皇在其后之任何时候更改保证金规定之权利。更改后之保证金规定将适用于现有买卖合约以及由更改之日起订立之新买卖合约。客户在英皇之总帐户于任何时候均以该帐户结算货币入帐，而客户结束帐户时，必须以该帐户结算货币支付结存款项。

- 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. 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 客户在向英皇发出所有买卖指令前，必须先存入规定之最低存款。在进行所有买卖交易前，客户须确保在英皇存有英皇不时规定之必需保证金，以确保其合约承诺能够适当及准时履行。只要帐户尚有未平仓合约（即尚未交或收的贵金属现货以完成合约，或合约尚未平仓），则客户之帐户内在任何时候均存有足够的保证金，以维持其帐户的必需保证金水平。倘维持保证金出现不足，则客户须立即存入追加保证金，以百分之百补足规定之金额，惟客户不得迟于英皇指定的时间存入该追加保证金，否则英皇可全权决定采取其认为适当之行动（包括但不限于结束所有或部份与客户进行或以客户名义订立之合约），以保障其利益。在该等情况下，倘客户持有不同时间订立之未平仓合约，英皇有权选择将其交易或代其执行的合约在没有得到客户的同意时斩仓，并决定斩仓次序。该等行动将作为犹如遵照客户正式向英皇发出之适当指示而作出，对客户具约束力。客户以不可撤回方式，接受英皇在采取上述行时没有任何责任或义务使客户减少或免受损失。客户须负责全面赔偿英皇因进行斩仓交易及 / 或因客户无法提供现金、证券及 / 或其他抵押品作为保证金而引致英皇蒙受之亏损及任何费用与支销（包括但不限于法律费用及 / 或帐务管理公司之费用等）。客户并负责赔偿其在英皇的任何帐户内出现之任何亏欠款项。

9.3 尽管存入额外款项以保持追加保证金之要求经已发出，英皇仍可以随时行使其根据上文第 9.2 条款享有之权利。客户兹确认贵金属市场可于极短时间内大幅波动，而所有存款可能会被耗尽甚或出现超额亏损，客户并有责任及务必经常留意市况，并及早准备充足现金以备应用，客户须就任何交易上自行作出判断及决定。英皇兹声明而客户亦确认，英皇之雇员或其他代表等概不获授权以英皇名义向客户提供任何有关贵金属买卖之说明或意见，即使作出该等意见，亦仅属其个人意见，并不属于有关雇员或其他代表等之授权及职责范围。客户确认、承认及声明无论在任何情况下，客户均不得就由于其信赖该等意见而引致之任何损失，要求提供意见者或任何其他人士负责。客户确认英皇提供予客户之任何买卖建议及 / 或市场或其他资料，并不构成客户所信赖之意见或出售任何贵金属之建议或征求购买任何贵金属之建议。英皇对任何该等建议及资料概不负责。虽然该等建议及资料乃以英皇相信为可靠之来源所得资料作为依据，惟其可能并不完备、可能未经核实及可能未有通知客户而作出更改，而英皇对此或客户之交易在财务或税务上之任何影响概无作出任何说明、担保或保证。

9.4 倘英皇本身酌情认为需要，或英皇确定需要增收附加保证金，在客户同意接到要求时，向英皇处存入该附加保证金，惟即使已作出增收附加保证金的要求，英皇仍可随时行使其在上述第 9.2 条款所列的权利，自行决定随时更改保证金金额。任何以往的保证金金额，均不能作为先例，而新订的金额一经订立，即可适用于受更改影响的现有及新订合约。

9.5 客户无权享有客户所付款项及 / 或以存款、保证金或担保或作任何用途之形式或全部或部份来自客户的保证金抵押品所产生之任何利息及 / 或股利或其他利益。任何由此获得之利息及 / 或股利或其他利益概归英皇所有。

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、顾问费及支销

- 10.1 客户须按要求向英皇支付有关帐户之购买、出售及其他交易之佣金（包括经纪佣金）、顾问费及其他报酬，费用率由英皇不时通知客户或按英皇规定适用于帐户之其他费用率。英皇有权在获全面赔偿之保证下从帐户中扣除根据本条款须付之全数佣金连同所有关于帐户或任何衍生之印花税、银行收费、过户费、登记费、利息、征费及其他支销、应收款项、在帐户内或为帐户或有关该等贵金属、应收款项、款项或抵押品所进行之交易而持有之款项或抵押品。倘帐户结存款项不足或客户违反任何责任，则客户须于接获要求时立即在作出全面赔偿之保证下向英皇付还英皇聘用任何雇员或其他代表之一切费用及支销，以及英皇、其雇员或其他代表就有关以客户名义进行之交易及向客户提供之服务所引致之任何其他支销。
- 有关客户支付之利息、佣金、支销及其他酬金之计算基准，将不时以结单或透过英皇网站地址通知客户，而客户亦同意英皇有权按情况随时更改所有有关利息、佣金、支销及其他酬金。
- 10.2 若客户的帐户出现亏欠，英皇将据此亏欠收取合理的利息及费用，此等利息及费用为英皇一般向客户所征收的，以全数补偿其提供的方便及额外服务（包括一切托收手续及合理的法律费用）。在英皇提出要求时，客户须即时清偿拖欠英皇的所有债务。
- 10.3 客户的帐户出现亏欠，英皇将据此征收利息，利息以当时香港上海汇丰银行有限公司不时规定之最优惠贷款利率加 3% 计算。
- 10.4 如果客户的帐户至少有一年没有由客户发出的活动，客户将需缴付不动帐户行政费二十美元或客户的帐户余额，以较低者为准。如果符合上述条件，客户将需于其后每年缴付该费用。如客户被评为需支付该费用，而客户的帐户余额变为零，并且维持零帐户结余连续六个月，客户的帐户将会被自动关闭。该费用可根据英皇全权及绝对酌情权而更改。
- 10.5 当客户支付英皇所要求收取之费用后，英皇将按客户不时作出之合理要求寄发有关帐户之资料。

11. 交易价格及利息之计算方法及程序

英皇在市场上出售客户之未平仓合约时，参考其他金融机构或报价资讯在交易时间内当时所报之现价决定贵金属价格，客户承认现价可因不同机构而异。

另英皇征收或支付之利息将参照当时市场息率，而客户同意英皇拥有最终决定权。

12. 提供资金

- 12.1 倘客户未能或不愿意在英皇要求结算之日结算合约，英皇可（但没有义务）为客户提供垫款，垫款方式为直接结算整份合约或其中部份，而客户同意在英皇索偿时，以帐户之指定货币偿还该笔垫款（汇率由英皇指定。英皇只须在忠诚的基础上指定汇率，而毋须提供最佳利率。），另加垫款利息。利息以当时香港上海汇丰银行有限公司不时规定之最优惠贷款利率加 3% 计算，自垫款日起至完全清偿款项当天止，逐天以单利率计算。

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 除上述事项外，以下情况英皇有权收取利息，利率则如上文所订：
- (a) 必需保证金，追加保证金或附加保证金中尚未以现金缴付或存入的任何部份；或
 - (b) 应给予英皇而未付的任何款项。
- 12.3 本条款的规定，不应理解为英皇须向客户提供上述垫款的义务，亦无损于英皇按本协议、各合约或根据法律、衡平法或惯例向客户或任何其他人士行使的权利及可索取的补偿。

13. 交收及保管

- 13.1 凡实际交收的指令，须由客户以书面或传真或电邮方式向英皇发出指示，以便英皇明确地接获及执行该等指令，而英皇须在落单时，以同样方式确认指令。所有手续费概由客户承担。客户并须遵守英皇不时就实货交收订立的条件及缴付有关费用。
- 13.2 客户在完全结算有关合约而使英皇满意前，英皇没有义务按该合约向客户付款或交货。在客户未缴清款项前，即使贵金属现货已交予客户，英皇仍持有该等贵金属现货的所有权益，而英皇有权进入任何物业或以其他方式取回该等贵金属现货。
- 13.3 如市场未有足够实金，英皇保留延迟有关交收时间之权利。

14. 结算、调拨及资金转帐授权

- 14.1 帐户在结束时结存之款项，须于英皇收到有关指示后两个工作日内退还客户。
- 14.2 即使英皇之业务出现任何变化或由其他人继承，本协议之所有条款仍保持有效，而在客户逝世后，本协议之所有条款对其遗产代理人（或如客户为公司，则对其继承人及承让人）仍具约束力。英皇可自行决定结束全部或任何帐户而毋须等待委出客户之遗产代理人，亦毋须通知任何委任之遗产代理人（指如有而言）。
- 14.3 若客户帐户全部结束后帐户中没有存款或出现亏欠，将视同本协议被终止（惟无损任何在终止前应享之权利或因终止本协议而应享有之权利）。
- 14.4 客户同意英皇可在任何时间根据英皇判断，将客户个人或与他人持有的帐户内任何款项、货币、商品、证券或其他财产，转出至客户在英皇或其他的金融机构开立的另一帐户内，而不需要事前通知客户。
- 14.5 倘客户未能遵守本协议内之任何条款，不论英皇是否按本协议规定终止协议，英皇均有全权自行作出选择，将客户托管或存于英皇处之全部或任何物业及资产以英皇认为合适的代价及形式出售（不论公开或私人形式）、变现或处置，以完全或局部为客户帐户斩仓，或为客户帐户进行对冲买卖；英皇毋须事先要求客户补仓或向客户发出通知，而一切引致损失之风险，概由客户承担。在英皇提出要求时，客户须即时支付其任何帐户中亏欠之款项，不论该等亏欠之原因为何；客户亦须同意倘因其违法或不履行义务而使英皇遭受任何损失、索偿或损害，客户将对英皇作出全面赔偿。英皇执行本条款所列之任何权利，不得导致帐户中之任何亏蚀或欠款获放弃追讨、撤销或清偿。

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. 资料及保密

- 15.1 当客户支付英皇所要求收取之费用后，英皇须按客户不时作出之合理要求寄发有关帐户之资料。
- 15.2 执行客户指令之确认书及帐户结单为有关事宜之结论；倘客户于有关资料寄予客户之后五个工作日内不以书面提出反对，则视为其已获客户接纳。
- 15.3 客户兹明确确认及同意，英皇可根据适用之法律、规例、规则及惯例向其他有关机构提供有关客户或帐户之详细资料，以协助调查或查询。客户兹以不可撤回方式授权英皇毋须另行通知客户或获得客户同意即可各其他有关机构披露英皇所拥有而就此用途所需之一切资料及向该等机构提供一切所需文件（或其副本），包括惟不限于客户之姓名及最终受益人身份，以及英皇所知的客户当时之财政状况。客户不得以任何方式要求英皇对上述披露所引致之任何后果负责，而客户亦须于接获要求时全面赔偿英皇就此所引致之一切费用及支销（包括惟不限于法律费用及 / 或帐务管理公司之费用等）。
- 15.4 客户确认并同意英皇可收集、贮存及处理所有从客户处取得的资料，向客户之往来银行、经纪、政府部门、监管机构（包括但不限于美国国税局）或任何信用贷款评级机构作出披露。

16. 不履行合约

- 16.1 为执行本协议及进行任何贵金属买卖而言，下列任何事项均足以构成不履行合约事件：
- (a) 客户延迟或未能遵守本协议的条款及条件或任何买卖合约的条款。
 - (b) 如客户为个人或商号，则客户或其任何合伙人：
 - (i) 逝世；
 - (ii) 作出破产行为或遭他人申请其破产；或
 - (iii) 神经失常或丧失订立协议或合约的充分资格。
 - (c) 如客户为公司，则客户本身结束营业或清盘，或发生任何能导致结束营业或清盘的事件、决议、会议、申请或命令。
 - (d) 对于所有客户而言：
 - (i) 客户之任何资产遭他人委任接管人予以接管，或客户财产遭受任何扣押或执行；
 - (ii) 客户之任何债项应偿还或到期时，客户基于任何原因未能或停止清偿；
 - (iii) 客户与债权人之间建议或执行任何协议计划；或
 - (iv) 客户之任何户口被怀疑或已经被判为不合法用途或被任可监管机构或政府进行调查。
- 16.2 在发生任何不履行合约事件时，英皇享有的所有权利及补偿即自动变成可以行使，而毋须向客户发出任何通知。此等权利及补偿包括但不限于出售抵押品、抵销及合并帐户、取消尚未执行的合约、将未平仓的合约平仓及自客户帐户中调拨或出售贵金属之一切权利。

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权利及补偿时导致客户有任何损失或损害，除非是由于英皇严重疏忽或蓄意失责而因此引致的直接及合理可预见的损失及赔偿（如有）外，否则英皇一概毋须负责。

17. 抵押品、对销及合并帐目

- 17.1 不管本协议或英皇与客户间订立之任何其他协议内载有何种规定，客户兹以不可撤回方式授权英皇在不给予客户事先通知下可将帐户内或为帐户或客户于英皇的其他所有或任何帐户内持有之应收款项或款项用以对销及从中扣除，以全数或局部抵偿客户或任何客户集团公司欠英皇或客户和客户集团公司在其他金融机构所开纳之所有帐户的任何欠款或债务（不论其性质是否主要、附属、多个、共同或以其他币值计算及不论是否与帐户有关）。
- 17.2 在不损及第 17.1 条款之一般性效力下，倘客户或任何客户集团公司在交易处开设之帐户超过一个，则英皇可随时将所有或其中任何帐户予以合并或综合处理，并对销或转拨任何一个或多个帐户内之结存款项用以偿还任何其他帐户欠英皇或客户和客户集团公司在其他金融机构所开纳之所有帐户之任何性质的债务。
- 17.3 英皇对于代客户（作为实益拥有人）在任何帐户内之一切财产、保证金、抵押品、股票、进帐或及结存款项（不论现时或此后任何时候记入）均拥有留置权或归英皇占有作任何用途，包括作为对英皇履行之一切义务及责任之抵押之保证。客户同意签订任何及所有所需文件，以使能将上述款项抵押予英皇。英皇特别获授权可从客户之保证金或抵押品中调拨款项，以弥补帐户内之全数欠款，而毋须事先要求客户补仓或向客户发出通知。

18. 债务及赔偿保证

- 18.1 英皇或其雇员或其他代表对客户或任何客户集团公司因有关帐户而采取之任何行动或未有采取之行动所引致之任何损失或损害，一概毋须对客户负责，除非该等损失或损害乃因英皇严重疏忽或蓄意失责而因此引致的直接及合理可预见的损失或损害。
- 18.2 客户同意向英皇及彼等之个别雇员或其他代表作出赔偿保证，赔偿因彼等据此履行或行使其职责或酌情权所引致或因客户违反客户须对英皇履行之义务或客户所作出之任何说明或担保失实或不确而引致之一切费用、索偿、债务及支销，包括惟不限于任何上述人士追收客户欠英皇等之债项所引致之任何费用及支销（包括惟不限于法律费用及 / 或帐务管理公司之费用）。
- 18.3 客户跟英皇进行的交易并不是在交易所进行，一旦英皇破产，客户向英皇追回有关存入资金或在交易赚取的利益，可能不会得到优先偿还权。没有优先偿还权，客户就是无抵押债权人，会在偿付那些优先索偿后才跟其他债权人获得补偿。
- 18.4 客户同意，如果因为客户未能完全与及时地履行其承诺或因其声明或保证并不属实或正确，而给英皇带来了任何债务、损失、损害、成本或费用，包括律师费，客户将对此向英皇其有关机构、雇员、继承人、转让人或其他代表予以赔偿并使之不受损害。客户同时同意立即支付给英皇在执行本协议任何条文时带来的损害、成本与费用，包括律师费。此外，假如损失来自：

- (a) 客户的行为：客户的行动或遗漏；

- 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. 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. 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) 伪造签名：所有帐户或本协议有关档上的伪造签名或未获授权的签名；
- (c) 故障：系统故障、设备故障或系统中断或系统脱供（不论是客户或是英皇的设备）；
- (d) 延迟：在实施任何指示时发生之延迟、故障或错误；或
- (e) 资料：从客户收到的不正确或不全的指示，英皇均不会负上任何责任或赔偿损失。

19. 一个以上客户

倘客户超过一人：

- 19.1 各人须共同及个别承担有关责任及义务，而按文义所指，客户可指其中任何一人或各人；
- 19.2 虽然任何其他客户或任何其他拟受到约束人士基于任何原因以致不受上述约束，惟各人仍须受到上述约束；及
- 19.3 在不受影响任何其他客户责任之情况下，英皇有权就任何事宜（包括解除任何程度之责任）与客户另行交易。

20. 将帐户进行买卖

客户同意不会亦不会声称将帐户或任何抵押品、应收款项或帐户内或为帐户持有之款项（不论全部或部份）予以出售、赋予优先认购权或其以其他方式处理，亦不会（未得英皇同意）设立或容许维持对上述各项之抵押、典质或附有其他债务或任何产权负担。

21. 转让

本协议之条款对立约各方之继承人，承让人及遗产代理人（如适用）均具有约束力及保障其权益，惟事前未得英皇书面同意，客户不得将有关权利或义务予以出让、转让、抵押或以其他方式出售。英皇事前毋须获客户同意或批准即可将其根本协议规定之权利及义务全部或部份出让予任何人士。

22. 个别条款效力

本协议内每项条款均有别于其他条款；即使其中一项或多项条款属于违法、失效或不能执行，余下之条款亦不受任何影响。

23. 遵守法律

- 23.1 客户明白任何回报保证均属违法。此外，英皇不对任何由英皇雇员或其他代表作出的指称或保证负责。
- 23.2 所有本协议下的交易均受辖于执行交易的对手机构或其他银行间市场（及其清算组织，如适用）的宪章、细则、条例、规定、习惯、用法、裁决和解释，并执行所有适用的普通法。如果此后通过的任何法令，或任何政府机构通过的任何条规，对英皇产生约束力，影响或冲突到本协议的任何条款，受到影响的条款将视作被有关法令、条规变更或替代，而其他条款及变更后的条款将继续完全有效。客户承认本协议下的所有交易受辖于前述监管要求。

24. 通知及修订

- 24.1 客户同意所有根据或有关本协议而必须或允许发出通知、报表、结单、申请书及其他通讯文件可以送达至客户的电子邮件或以预付邮资方式寄往本协议或「客户资料声明」内所载之地址及由注明之人士收件。所有寄予客户之通讯及文件于英皇寄发后即视作已由客户收取。

- (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 客户承诺「客户资料声明」内所提供之资料（包括但不限于电话、图文传真号码及电邮地址）有任何重要更改，会立即通知英皇。除非英皇收到客户的书面更改通知，否则英皇就一切目的而言可完全依赖已递交的资料和声明。
- 24.3 所有由客户致英皇之通知、申请书及其他通讯，可以预付邮资方式寄往英皇不时指定之邮寄地址及注明「合规部」收。
- 24.4 除非协议另有明文规定外，任何对本协议之修订，对其任何条款之修改或豁免均须经英皇书面签署方才生效。
- 24.5 客户承诺如在本协议中所提供之资料有任何更改，客户有责任于更改后三个工作天内通知英皇。
- 24.6 客户在此同意，作为邮寄和电子邮件的替代，客户的帐户资讯与交易确认可由英皇交易平台提供，客户将通过英皇的交易平台登入帐户查阅其帐户资讯。英皇将公布客户的所有帐户活动，客户将可以获得每日、每月及年度的帐户活动报告（包括每项已执行的交易报告）。帐户资讯可于客户每一笔交易完成后不超过 24 小时之内获得更新。在客户的网上帐户公布其帐户资讯将被视作递交了交易确认和对帐单。任何时候，帐户资讯将包括带有票号的交易确认，买卖价格，使用的保证金，可进行保证金交易的数额，盈亏报告，以及所有未平仓合约和未完成下单指令，客户可以在任何时候以书面方式通知英皇终止本协议同意。
- 24.7 有关征收之利息、佣金、支销及其他酬金之费率或金额，将会于英皇各营业地点及网站地址公布。

25. 杂项

- 25.1 如因任何非英皇所能控制之原因，包括但不限于火灾、风暴、自然灾害、暴动、罢工、工厂关闭、战争、政府管制、国际间之限制或禁制、任何设备之技术故障、停电、市场情况受到管制或任何其他导致贵金属价格走势异常之原因、国际市场休市或任何其他影响英皇运作之原因等，致令英皇不能或延迟履行其义务，则客户不作追究及英皇一概毋须负责。
- 25.2 本协议之所有条款，在任何方面均不得予以豁免、更改、修改或修订，除非该等豁免、更改、修改或修订以书面写明，并由英皇其中一名授权职员在其签署。除非客户向英皇递交书面撤销通知，否则客户不得撤回本协议。然而，英皇在接获书面撤销通知前根据本协议订立之任何交易，均不受该撤销事宜影响。
- 25.3 在其他条款之规限下，本协议持续具有十足效力，直至英皇接获客户之终止通知书或客户接获英皇之终止通知书时告终；英皇可自行选择按内文规定对帐户进行斩仓或将帐户转予客户指定之经纪或经纪商。

- 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. 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 若本协议之任何条款现时或任何时候变得与市场、国家、政府、监管机构或对本协议之标的物有管辖权之任何机构现行或将来制定之法律、规则或规例有抵触，则有关条款须视为会被取代或修改，以符合该等法律、规则或规例；惟除此之外，本协议在所有其他方面持续具有十足效力。
- 25.5 英皇豁免客户履行本协议中任何特定之义务或给予客户任何宽限，将无损或不会影响双方在本协议下之任何其他权利及义务。
- 25.6 英皇获授权将根据本协议须予客户之一切款项转拨入客户之指定银行帐户（其详细资料载于「客户资料声明」内）或按客户之其他指示处理。所有上述款项转拨入该银行帐户后均被视为向客户付款之义务已全面履行。
- 25.7 英皇可在未经客户之事先同意或批准，将本协议之全部或部分之权利或义务出售或转让予其他方。
- 25.8 客户必须熟悉各种有关客户为进行交易存入的金钱与财物的保护措施，特别是在公司资不抵债或破产的时候。特定的立法或条规可能规定了客户可收回现金与财物的程度。在有些辖区，当清偿出现亏空时，特地标明为客户所有的财物将与现金一起被按比例的加以分配。
- 25.9 就所有贵金属之合约规则与其他有关交易的讯息，英皇将会免费提供予客户，并于英皇各营业地点及网站地址公布。
- 25.10 时间为本协议所引致之一切事宜之要素。
- 25.11 互联网、连线延误及报价上的误差有时会造成在英皇交易平台上显示的报价无法准确地反映即时市场价格。「套戥」及「切汇」，或因网路连线的延误而利用差价获利的行为，并不能存在于客户直接向庄家进行买卖的场外交易市场中，英皇不容许客户在本公司的交易平台上进行此等套戥行为。依靠因价格滞后带来的套戥机会所进行的交易有可能会被撤销，英皇保留权利对涉及上述交易的帐户进行必要的修改和调整。英皇可全权酌情决定要求交易员进行干预或核准所有下单以及或终止有关客户的帐户。英皇可完全自主解决因套戥或操控价格而产生的纠纷。英皇保留扣起提款的权利直至以上的问题能够解决。在此陈述的任何行动或决议将不会损害或令英皇对客户和其职员放弃拥有的任何权力或赔偿。
- 25.12 英皇严禁以任何形式对其价格、执行及交易平台进行操控。若英皇怀疑任何帐户从事操控，英皇保留对帐户进行调查及复核的权利，并从涉嫌帐户中扣除由相关活动所赚取的盈利款项。英皇保留对相关帐户进行必要更正或调整的权利。对于涉嫌从事操控的帐户，英皇可全权酌情决定，要求交易员进行干预、对下单进行核准以及或终止有关客户的帐户。对于由套戥以及或操控所产生的任何纠纷，由英皇完全自主决定。英皇可酌情决定向任何相关监管机构或执法机构报告有关事件。此处所陈述的任何行动或决议并不免除或损害英皇对客户和其职员拥有之权利或赔偿，所有均为明确保留的权利或赔偿。
- 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 stated 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辖

- 26.1 本协议及客户协议产生的所有权利，义务及责任均受香港法律管辖，并按照香港法律解释。
- 26.2 客户及英皇兹以不可撤回方式将所有因本协议而产生之事宜提交非专属司法权之香港法院管辖。
- 26.3 英皇及客户亦同意凡因本合同或与本合同有关的争议、争执或索偿、违约终止或合同无效等均应先通过先调解、后仲裁处理。
- 26.4 仲裁在发生仲裁那日开始按目前有效的联合国国际贸易法委员会的仲裁规则进行。指定仲裁员的机构是香港国际仲裁中心（“HKIAC”），只用一名仲裁员，指定地点是位于香港的香港国际仲裁中心。仲裁由香港国际仲裁中心按照开始仲裁时有效的香港国际仲裁中心的仲裁程式规则。

27. 外国法规定

- 27.1 客户承诺及同意：
- (a) 向英皇提供关于客户本人及本协议第 27.4 条所述的任何人士的资料、文件及支援材料，去配合英皇履行其于《海外帐户税收合规法案》或任何其他外国法规定项下的义务；
- (b) 如有有关 27.1(a) 的资料、文件及支援材料有任何更改时，客户必须以书面方式立即通知英皇；及
- (c) 以令英皇信纳的方式不时应英皇按其全权要求提供 27.1(a) 所述类别的最新或额外资料。
- 27.2 客户同意英皇以及向英皇收取关于客户及 / 或，本协议第 27.4 条所述的任何人士的任何个人及帐户资料或记录的任何人士可向英皇按其全权及绝对的酌情权视为在《海外帐户税收合规法案》或任何其他外国法规定下规定的任何人士、实体、政府团体、机构或监管机构（不论是否在香港法下设立）披露有关资料或纪录。任何有关人士或实体可在其进行的任何业务或监管职能的过程中使用有关资料。
- 27.3 客户确认及同意，即使本协议有任何其他规定：
- (a) 为遵从《海外帐户税收合规法案》或任何其他外国法规定，客户同意并授权英皇可享有唯一及绝对的酌情权，从客户的帐户中，预扣或扣除任何款项（可高达总交易金额的 30% 及 / 或由国税局不时要求的其他金额），以及收取任何由该预扣款项所衍生的费用。客户确认，在任何情况下，英皇将不会为任何因《海外帐户税收合规法案》或任何其他外国法规定要求下预扣或扣除款项，所引致的损失及损害负上责任；
- (b) 根据 27.3(a) 被扣起的任何款项可于英皇按其全权及绝对酌情权所决定的帐户或方式持有；
- (c) 为遵从《海外帐户税收合规法案》或任何其他外国法规定，英皇或其任何附属公司将毋须对因英皇行使其于本协议第 27.3 条项下的权利而蒙受任何所扣税项补足、损失或损害赔偿承担责任；
- (d) 为遵从《海外帐户税收合规法案》或任何其他外国法规定，在国税局及任何其他外国法规定要求下，客户同意及授权予英皇去进行预扣或扣除相关的支付。在特定情况下，如帐户正进行或将会进行预扣或扣除，(i) 立即存入额外款项以补足应要的保证金额；及 (ii) 偿还在英皇的帐户内任何不足差额及英皇要求的其他结算或支付安排，否则英皇可全权决定采取其认为适当之行动(包括惟不限于结束所有或部份与客户进行或以客户名义

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

订立之合约)，以保障其利益及客户须负责赔偿其在英皇的任何帐户内出现之任何亏欠款项；

- (e) 为履行英皇于包括《海外帐户税收合规法案》或任何其他外国法规定项下的义务而英皇按其全权及绝对的酌情权视作有需要时，英皇可延迟、暂停、转让或终止任何根据本协议作出的交易或指示；及
 - (f) 英皇将有全部授权 (i) 按英皇视作合适的任何方式以及有关价格及有关条款及条件出售、变现及 / 或以其他方式处置客户帐户内可产生资金的任何资产的全部或任何部分，以让英皇遵守按其全权及绝对酌情权视为在《海外帐户税收合规法案》或任何其他外国法规定下规定的义务； (ii) 禁止客户在英皇视作必须或适宜的有关期间内透过或在任何客户帐户下进行任何交易；及 / 或 (iii) 终止客户的帐户。
- 27.4 客户承诺向英皇提供英皇按其全权及绝对酌情权要求的所有与以下有关的文件及资料，以让英皇履行其在任何外国法规定下的义务：
- (a) 任何帐户的最终帐户受益人；
 - (b) 最终负责给予任何指示或订立任何交易的人士；
 - (c) 客户代其收取款项的任何人士；及 / 或
 - (d) 英皇按其全权及绝对酌情权识别为与客户相关的任何其他人士。
- 27.5 客户承诺适时以书面即时通知英皇有关任何人士在英皇记录的地址或联络电话号码或其他个人资料或其他任何资料的变更。
- 27.6 客户声明、保证及确认，客户就英皇遵守《海外帐户税收合规法案》或任何其他外国法规定的目的而言向英皇提供的任何资料、文件、支援材料属真实、完整及准确，且将在客户与英皇维持业务的关系的整个期间保持真实、完整及准确。
- 27.7 在并无限制客户根据任何安排或协议向英皇提供的任何弥偿情况下，客户同意就英皇、其代理、高级职员、雇员及其他代表因该方提供含误导成分或错误的资料，或并无遵守本协议的任何规定，或英皇使用或倚赖客户就英皇遵守任何《海外帐户税收合规法案》或任何其他外国法规定的目的而言向英皇提供的任何资料、文件、支援材料而可能蒙受或招致的任何性质的所有负债、索偿、付款要求、损失、税项、成本费用、费用及开支，包括税项、利息或支销向英皇、其代理、高级职员、雇员及其他代表作出弥偿。客户进一步同意，英皇有权从其管有或控制的客户资产或客户在其开立的任何帐户中，扣起、保留或扣减其厘定为足够的有关部分或有关金额，以弥补客户在本协议第 27.7 条下可能结欠的任何款项。尽管英皇与客户的业务关系终止，此项弥偿将继续。
- 27.8 在不限制本协议第 27.3(e) 及 27.3(f) 条的一般性下，客户确认及同意，如客户未能遵守本协议的任何规定（包括未能提供英皇要求的资料、文件、支援材料），则英皇可暂停或终止客户的帐户。

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 客户承诺，如客户的声明有任何变更，而该变更在根据适用之美国税收法例的情况下，会令客户的身份由「非美国人士」转为「美国人士」，客户会立即通知英皇。

28. 客户资料声明

- 28.1 客户向英皇声明、保证、确认及承诺「客户资料声明」所提供的资料乃属真实、完备及准确。
- 28.2 客户同意即时：
- (a) 应英皇之合理要求提供有关客户及其财政状况之资料（已载于「客户资料声明」内者除外）；
 - (b) 倘本协议内所作之任何说明及保证在所有主要方面不再真实及准确，则以书面通知英皇；及
 - (c) 当发生第 16 条款指明之任何事件后即时通知英皇。

29. 中介人披露

英皇并不监管中介人的活动，因此不会对中介人作出的任何声明承担责任。所有的中介人都不是英皇的职员或代办人，他们的身份和英皇完全独立。英皇和中介人直接的协议并不建立合资企业或合伙企业关系。

- 29.1 客户了解并同意，如果客户在英皇的帐户是经中介人引荐而来，中介人可以访问客户的个人资料及其他有关客户在英皇帐户交易活动的资料，而中介人亦可以进入客户的英皇帐户，但中介人不得以客户的英皇帐户从事交易，除非客户通过授权协议授权中介人代表客户交易。
- 29.2 客户理解并确认英皇可能对中介人引荐客户给予报酬，此类报酬可能按照每笔交易或其他方式给予。这个给予中介人的报酬可能需要扩大给客户的点差，即一个比英皇提供的一般正常价差为高的涨价。此外，客户有权获准确地告知此报酬的详细内容。
- 29.3 对于客户已经或将会从中介人或其他任何非英皇雇员处获得的资讯或建议，英皇不能控制，也不支持或担保其关于贵金属交易的准确性或完备性。如果中介人或其他任何第三者向客户提供任何关于贵金属的资讯或建议，英皇将决不对客户因使用上述资讯或建议带来的损失负责。客户理解中介人或各第三者，包括出售交易系统、课程、研究或推荐的出售人可能或未受政府机构的监管。
- 29.4 如若客户以前被告知或相信使用任何第三者的交易系统，课程、程式、或由中介人或其他第三者提供的研究或建议会带来交易盈利，客户在此确认，同意和理解所有贵金属交易，包括通过任何第三者的交易系统、程式、或由中介人或其他第三者提供的研究或建议进行的交易涉及很大的损失风险。此外，客户在此确认，同意和理解所有贵金属交易，包括通过任何第三者的交易系统、课程、程式、或由中介人或其他第三者提供的研究或建议进行的交易并不一定带来盈利，避免风险或限制风险。
- 29.5 如果中介人或其他任何第三者向客户提供贵金属交易的资讯或建议，英皇绝不对客户使用该资讯或建议带来的损失负责。

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 客户确认英皇及与其相关的任何人未就客户帐户未来的盈亏作出任何许诺。客户明白贵金属交易有很大风险，以及很多投资者在贵金属交易损失了交易的金钱。客户在本平台进行交易，将被视为该客户已阅读及明白英皇提供的风险披露资料。
- 29.7 对于客户已经或将会从中介人或其他任何非英皇雇员外获得的资讯或建议，英皇不能控制，也不支持或担保其关于交易或有关交易风险的准确性或完备性。
- 29.8 英皇不会支援或担保中介人所提供之服务。由于中介人不是英皇的职员或代办人，所以客户有责任在享用其服务前应验证、严格评估该中介人。
- 29.9 客户承认：
- (a) 任何有英皇或其他任何公司内部人员向客户提供市场推荐和资讯并不构成一项购买或出售场外市场贵金属合同的要约或招徠购买或出售未平仓的贵金属合约；
 - (b) 此类推荐和资讯，尽管基于英皇认为可靠的资料来源，有可能完全基于某一经纪人的意见，故这类资讯可能并不完备或未经确认；及
 - (c) 英皇不就提供给客户的任何资讯或交易推荐的准确与完备性作出任何保证，其不对此负责。客户承认英皇及 / 或其主管、董事、关联机构、关联人、股东或代表有可能持有某些未平仓的合约或有意买卖某些产品，这类交易也将获得市场推荐，英皇或其上述主管、董事、关联机构、关联人、股东或代表的市场未平仓合约可能与客户从英皇获得的推荐并不一致。客户承认英皇未就合约的税务影响或待遇作出任何保证。
- 29.10 客户保证及声明其未有与客户的中介人或任何英皇雇员就其英皇帐户的交易签订任何单独协议，包括任何保证其帐户盈利或限制损失的协议，客户同意其有责任以书面形式立即告知英皇任何此类协议。此外，客户同意如果任何人士作出的任何有关交易帐户的声明有异于客户从英皇获得的表述，客户同意以书面形式提请英皇的注意。客户理解其必须在执行每项交易之前给予授权，除非客户通过签订英皇的交易授权将许可权授予另一人士；且任何有争议的交易必须根据被交易协议的通知要求提请英皇的注意。如果因客户未能及时通知英皇任何争议造成的损害或债务，客户同意赔偿英皇以使其不受损害。本条款下的通知需要送达及经英皇确认收妥。

30. 争议

中文译本仅供参考，文义如与英文版本有歧异，概以英文版本为准。

- 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:
- (a) 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;
 - (b) such recommendation and information may be incomplete and may be unverified; and
 - (c) 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 the 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. CONTROVERSIES

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

个人资料（私隐）条例声明

英皇兹根据个人资料（私隐）条例（香港法例第 486 章）（下称「此条例」）通知客户下列事项：

1. 英皇现欲知会各客户有关其所提供之个人资料（根据此条例下之定义），对建立一合适及有效之业务关系，如在与 阁下开立之交易帐户、建立及提供各项财务及咨询方面等，尤为重要。交易帐户包括但不限于证券、期货、保证金贵金属或杠杆式外汇等。
2. 客户提供的个人资料（不论是由客户或任何其他人士于客户收到本通知之前或之后提供），英皇将用于下列用途：
 - (a) 为提供服务给客户之日常运作；
 - (b) 确保客户的信用维持良好；
 - (c) 协助日常之借贷事项；（如有）
 - (d) 协助借贷上所需之审核工作；（如有）
 - (e) 推广（包括直接促销）财务服务及有关之产品；

英皇拟把客户的个人资料使用及 / 或转移给集团内相关之公司及其他人士作直接促销用途，而英皇须为此目的取得客户同意（包括表示不反对）。因此，请注意：

 - (i) 客户的姓名、联络详情、产品及服务组合资料、交易模式、财务背景及人口统计数据可被用于直接促销；
 - (ii) 可用作促销下列类别的服务、产品及项目：
 - 财务、保险、投资服务、证券及投资相关服务与产品；
 - 英皇及其集团内相关之公司提供的服务及产品（不时提及于英皇集团网页 <http://www.emperorgroup.com>），包括金融、地产、钟表珠宝、娱乐电影、酒店、出版印刷、家私产品、餐饮业务；
 - 英皇商业伙伴提供的服务与产品；
 - (iii) 上述服务、产品及项目或会由以下各方提供及 / 或促销：
 - 英皇及其集团内相关之公司（不时提及于英皇集团网页 <http://www.emperorgroup.com>）；
 - 第三方金融机构、承保人、证券及投资服务供应商；及
 - (iv) 若客户不愿意英皇使用及 / 或转移个人资料给集团内相关之公司及其他人士作直接促销用途，客户可行使其不同意的权利，此安排并不收取任何费用；
 - (f) 估计客户借贷金额之水平；（如有）
 - (g) 确定英皇对客户或客户对英皇的债务；
 - (h) 向客户及为客户提供担保或抵押的人士追收欠款；
 - (i) 协助其他机构进行信贷审查和追讨债务；
 - (j) 侦查或防止发生违反法例及法规；及
 - (k) 符合有关法律、规则、规例中或监管机构所制定关于披露资料方面所订之要求。

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. 英皇会严密处理客户提供之个人资料（不论是由客户或任何其他人士于客户收到本通知之前或之后提供），而当英皇需要运用此类个人资料时，亦会交由下列人士处理：
 - (a) 英皇及其分行、附属公司、控股公司、附属成员及集团内相关之公司，用作提供服务或产品推广之工作；
 - (b) 任何英皇的董事、主管、雇员或其他代表（在执行英皇业务时）；
 - (c) 向英皇提供行政、电讯、电脑、付款、证券结算、代办人、保管人或其他服务的任何代理、承办商或第三方服务供应商；
 - (d) 经英皇授权处理保密资料之人士；
 - (e) 任何客户欲与其或已与其建立业务关系之财务机构及其联系机构；
 - (f) 信贷资料服务机构及（如有失责事件）财务公司；
 - (g) 根据对英皇有约束力或适用于英皇之任何法例或规例的规定，或根据并为施行由规管英皇之任何法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会作出或发出的并期望英皇遵守的任何指引或指导，或根据英皇向本地或外地的法律、监管、政府、税务、执法或其他机关，或金融服务供应商的自律监管或行业组织或协会的任何合约或其他承诺（以上不论于香港境内或境外及不论目前或将来存在的），而有义务或以其他方式被要求向其披露该等资料的任何人士；及
 - (h) 任何为进行以上第二段所列用途之人士。
4. 若客户已向英皇提供或可能影响向客户提供服务的其他事项有变更，客户须在实际可行的情况下，尽快通知英皇。
5. 倘若客户未能完全或准确地提供所需之资料，此将影响公司所提供之效率，并可能令英皇未能开立、保持、发展或继续提供有关之财务服务。
6. 英皇在有需要时会审慎地将若干个人资料转移至香港特别行政区以外的地方以达到收集此等资料之目的，或直接与有关之目的。该转移会遵守条例之规定。
7. 客户拥有于下列有关其个人资料方面之权利：
 - (a) 查核英皇是否持有其个人资料，要求取用及更正其个人资料；
 - (b) 查询英皇有关其在资料保存方面之政策、常规以及知悉英皇所存放其个人资料之种类；及
 - (c) 若客户不愿意英皇使用及 / 或转移其个人资料给集团内相关之公司及其他人士作直接促销用途，客户可行使其选择权拒绝促销。
8. 任何查询或申请有关其个人资料，可填妥由香港个人资料（私隐）专员提供的「查阅资料要求表格」，将填妥的表格连同客户签署确认的身份证明文件副本致函英皇注册办事处之合规部。英皇保留向客户收取查阅费用之权利。
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.



英皇金业有限公司 Emperor Bullion Limited

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 香港电话号码 Hong Kong Contact No.: (852) 8206 2500
 中国免费长途电话号码 China Toll Free Contact No.: 4001 201818
 电邮 Email: account@empfs.com
 香港传真号码 Hong Kong Fax No.: (852) 8206 2261
 中国免费传真号码 China Toll Free Fax No.: 4001 202808
 网址 Website: www.empfs.com

* 邮寄文件信封上请注明「英皇金业有限公司」。
 * For mailing document, please state the name of "Emperor Bullion Limited" on the envelope.

客户资料声明 CLIENT INFORMATION STATEMENT

个人 / 联名帐户 INDIVIDUAL / PRIMARY JOINT ACCOUNT

附录一 APPENDIX 1

第一部分 PART I	交易类别 TRADING METHOD		
<input type="checkbox"/> 电话交易 Phone Trading 或 or <input type="checkbox"/> 网上交易 Online Trading			
第二部分 PART II	帐户类别 TYPE OF ACCOUNT		
1. <input type="checkbox"/> 个人帐户 Individual Account 或 or <input type="checkbox"/> 联名帐户 Joint Account			
2. <input type="checkbox"/> 美元结算帐户 Settled by USD 或 or <input type="checkbox"/> 港元结算帐户 Settled by HKD			
第三部分 PART III	(A) 个人资料 – 个人帐户 / 联名帐户第一持有人 (A) PERSONAL INFORMATION – INDIVIDUAL / PRIMARY JOINT ACCOUNT HOLDER		
<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 小姐 Miss	<input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 女士 Ms.	中文姓名 Chinese Name	英文姓名 姓氏 Surname 名字 Given Name English Name
身份证号码 / 护照号码 (请递交副本) Identity Card No. / Passport No. (Please attach a copy)		出生日期 (日/月/年) Date of Birth (DD/MM/YYYY)	
护照届满日期 (日/月/年) Passport Expiry Date (DD/MM/YYYY)		护照签发国家 Issue Place	
国籍 Nationality		出生地点 Place of Birth	
客户是否拥有美国公民或美国合法永久居民身份? <input type="checkbox"/> 是 (请提供 IRS W-9 表格及美国联邦纳税人识别号) <input type="checkbox"/> 否 Whether the client has a U.S. citizenship or lawful permanent resident status? Yes (Please provide IRS Form W-9 and US federal TIN) No			
职业 / 职位 Occupation / Title		雇主名称 Name of Employer	
业务性质 Nature of Business		受上述雇主雇用的年数 No. of years employed by the above employer	
任职行业 / 机构 Occupation / Organisation		<input type="checkbox"/> 政府或公营机构 Government or Public Sector <input type="checkbox"/> 私人企业 Private Sector <input type="checkbox"/> 纪律部队 Disciplinary Force <input type="checkbox"/> 银行金融 Banking or Financial Service <input type="checkbox"/> 年长或退休人士 Elderly or Retired <input type="checkbox"/> 其他 Others	
现职年数 Employed Year		<input type="checkbox"/> 少于一年 Less than 1 Year <input type="checkbox"/> 一至五年 1 – 5 Years <input type="checkbox"/> 五年以上 More than 5 Years	
住址 Residential Address			
办公地址 Business Address			
通讯地址 Correspondence Address			
住所电话号码 Home Telephone No.		手提电话号码 Mobile No.	办公室电话号码 Office Telephone No.
图文传真号码 Fax No.		电邮地址 Email Address	
投资策略及目标 Investment Objective and Strategy		<input type="checkbox"/> 低风险 Low Risk <input type="checkbox"/> 对冲资产 Hedge Assets <input type="checkbox"/> 资产增值 Asset Appreciation <input type="checkbox"/> 投机及高回报 High Risk, High Return <input type="checkbox"/> 其他 Others	
年度收入 (港元) Annual Income (HK Dollars)		流动资产净值 (港元) Liquid Net Worth (HK Dollars)	
<input type="checkbox"/> 少于 Less than \$200,000 <input type="checkbox"/> \$200,000 - \$499,999 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> 多于 Above \$1,000,000		<input type="checkbox"/> 少于 Less than \$300,000 <input type="checkbox"/> \$300,000 - \$1,000,000 <input type="checkbox"/> 多于 Above \$1,000,000	
如果您的年度收入低于\$200,000, 请阅读客户协议的「风险披露声明」。 If Client's annual income is less than \$200,000, please review "Risk Disclosure Statement" in the Client Agreement.		如果您的流动资产净值低于\$300,000, 请阅读客户协议的「风险披露声明」。 If Client's Liquid Net Worth is less than \$300,000, please review "Risk Disclosure Statement" in the Client Agreement.	
投资知识 Investment Knowledge		<input type="checkbox"/> 丰富 Excellent <input type="checkbox"/> 良好 Good <input type="checkbox"/> 一般 Fair	

第三部分 PART III		(C) 个人资料 – 联名帐户第三持有人 (C) PERSONAL INFORMATION – TERTIARY JOINT ACCOUNT HOLDER					
<input type="checkbox"/> 先生 Mr.	<input type="checkbox"/> 太太 Mrs.	中文姓名 Chinese Name		英文姓名		姓氏 Surname	名字 Given Name
<input type="checkbox"/> 小姐 Miss	<input type="checkbox"/> 女士 Ms.			English Name			
身份证号码 / 护照号码 (请递交副本) Identity Card No. / Passport No. (Please attach a copy)				出生日期 (日/月/年) Date of Birth (DD/MM/YYYY)			
护照届满日期 (日/月/年) Passport Expiry Date (DD/MM/YYYY)				护照签发国家 Issue Place			
国籍 Nationality				出生地点 Place of Birth			
客户是否拥有美国公民或美国合法永久居民身份? Whether the client has a U.S. citizenship or lawful permanent resident status?				<input type="checkbox"/> 是 (请提供 IRS W-9 表格及美国联邦纳税人识别号) Yes (Please provide IRS Form W-9 and US federal TIN)		<input type="checkbox"/> 否 No	
职业 / 职位 Occupation / Title				雇主名称 Name of Employer			
业务性质 Nature of Business				受上述雇主雇用的年数 No. of years employed by the above employer			
任职行业 / 机构 Occupation / Organisation		<input type="checkbox"/> 政府或公营机构 Government or Public Sector <input type="checkbox"/> 银行金融 Banking or Financial Service		<input type="checkbox"/> 私人企业 Private Sector <input type="checkbox"/> 年长或退休人士 Elderly or Retired		<input type="checkbox"/> 纪律部队 Disciplinary Force <input type="checkbox"/> 其他 Others	
现职年数 Employed Year		<input type="checkbox"/> 少于一年 Less than 1 Year		<input type="checkbox"/> 一至五年 1 – 5 Years		<input type="checkbox"/> 五年以上 More than 5 Years	
住址 Residential Address							
办公地址 Business Address							
通讯地址 Correspondence Address							
住所电话号码 Home Telephone No.		手提电话号码 Mobile No.			办公室电话号码 Office Telephone No.		
图文传真号码 Fax No.				电邮地址 Email Address			
投资策略及目标 Investment Objective and Strategy		<input type="checkbox"/> 低风险 Low Risk <input type="checkbox"/> 投机及高回报 High Risk, High Return		<input type="checkbox"/> 对冲资产 Hedge Assets <input type="checkbox"/> 其他 Others		<input type="checkbox"/> 资产增值 Asset Appreciation	
年度收入 (港元) Annual Income (HK Dollars)		<input type="checkbox"/> 少于 Less than \$200,000 <input type="checkbox"/> \$200,000 - \$499,999 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> 多于 Above \$1,000,000		流动资产净值 (港元) Liquid Net Worth (HK Dollars)		<input type="checkbox"/> 少于 Less than \$300,000 <input type="checkbox"/> \$300,000 - \$1,000,000 <input type="checkbox"/> 多于 Above \$1,000,000	
如果您的年度收入低于\$200,000, 请阅读客户协议的「风险披露声明」。 If Client's annual income is less than \$200,000, please review "Risk Disclosure Statement" in the Client Agreement.				如果您的流动资产净值低于\$300,000, 请阅读客户协议的「风险披露声明」。 If Client's Liquid Net Worth is less than \$300,000, please review "Risk Disclosure Statement" in the Client Agreement.			
投资知识 Investment Knowledge		<input type="checkbox"/> 丰富 Excellent		<input type="checkbox"/> 良好 Good		<input type="checkbox"/> 一般 Fair	
阁下是否有其他投资经验? Do Client have other investment experience?							
<input type="checkbox"/> 否 NO							
<input type="checkbox"/> 是 YES:		外汇 Forex	年 Yrs	期权 Options	年 Yrs	证券 Securities	年 Yrs
		基金 Funds	年 Yrs	债券 Bonds	年 Yrs	商品 Commodities	年 Yrs
						期货 Futures	年 Yrs
						其他 Others	年 Yrs
阁下是如何认识英皇? How did Client hear of Emperor?							
<input type="checkbox"/> 电视 TV		<input type="checkbox"/> 报章杂志广告 Print Advertisement		<input type="checkbox"/> 邮递直销 Direct Mail		<input type="checkbox"/> 网上 Online	
<input type="checkbox"/> 电台 Radio		<input type="checkbox"/> 电邮 Email		<input type="checkbox"/> 讲座 Seminar			
<input type="checkbox"/> 地铁广告 MTR		<input type="checkbox"/> 室外广告版 Outdoor Billboard		<input type="checkbox"/> 报刊报导 Press Coverage		<input type="checkbox"/> 他人介绍 Referral	
<input type="checkbox"/> 其他 Others							
第四部分 PART IV		银行资料 BANK INFORMATION					
请提供阁下的银行帐户, 以作日后提款之用 For fund withdrawals from Client's Emperor Account, please provide details of Client's bank account							
银行名称 Name of Bank				帐户号码 Account No.			
帐户持有人 Name of Account Holder				国际汇款代码 Swift Code		货币 Currency	
银行地址 Bank Address							

第五部分 PART V	其他资料 OTHER INFORMATION			
请问阁下是否由中介人介绍开户？ Is Client introduced by Intermediate? <input type="checkbox"/> 否 NO <input type="checkbox"/> 是 YES: 请列明中介人号码 _____ Please list the Intermediate Code _____				
接收短讯提示（只适用网上交易帐户） Receive SMS （For Online Trading Account Only） <input type="checkbox"/> 是 YES 手机号码 短讯语言： <input type="checkbox"/> 繁体中文 <input type="checkbox"/> 简体中文 <input type="checkbox"/> 英文 <input type="checkbox"/> 否 NO Mobile Phone No. _____ SMS Language: Traditional Chinese Simplified Chinese English				
本人 / 我们经由以下方法领取帐户结单（只适用电话交易帐户） <input type="checkbox"/> 经由电邮领取 <input type="checkbox"/> 经由邮寄领取 <input type="checkbox"/> 自取 I / We will collect the Account statement by (For Phone Trading Account Only) By Email _____ By Mail By Hand				
第六部分 PART VI	最终帐户受益人 ULTIMATE BENEFICIAL OWNER(S) OF THE ACCOUNT			
本人 / 我们是帐户受益人 I am / We are the ultimate beneficial owner(s) of the Account <input type="checkbox"/> 否，请注明 No, please specify: 最终帐户指示发出者姓名 身份证或护照号码 Ultimate Originator(s) of Transaction: _____ I.D. Card / Passport No.: _____ 国籍 出生地点 Nationality: _____ Place of Birth: _____ 客户是否拥有美国公民或美国合法永久居民身份？ <input type="checkbox"/> 是（请提供 IRS W-9 表格及美国联邦纳税人识别号） <input type="checkbox"/> 否 Whether the client has a U.S. citizenship or lawful permanent resident status? Yes (Please provide IRS Form W-9 and US federal TIN) _____ No 地址 Address: _____				
第七部分 PART VII	汇率 NOTICE OF EXCHANGE RATE			
所有非结算货币的存款及提款，均会以当时市场牌价兑换成结算货币。英皇有权根据市场情况，在无预先通知客户的情况下，更改以上汇率。 Prevailing market exchange rates will be used to calculate deposits and withdrawals in currencies other than the settlement currency. These are subject to changes in accordance with market conditions and without prior notice.				

第八部分 PART VIII	客户签署及声明 CLIENT'S SIGNATURE AND DECLARATION	
<p>本人/吾等兹确认及同意如下： I / We hereby acknowledge and agree that:</p> <p>(a) 本人/吾等同意受英皇客户协议之条款及条件约束并明白及确认英皇可不时修订该协议之条款及条件。本人/吾等确认，英皇并不提供任何有关投资、税务或法律的意见或建议； I/We agree to be bound by the terms and conditions as currently set forth in the Emperor Client Agreement. Client understands, acknowledges and agrees that Emperor may amend or change the terms of this Agreement from time to time. I/we also acknowledge that Emperor does not provide any investment, tax or legal advice or recommendations;</p> <p>(b) 本人/吾等乃最终对所发出的指令承担责任及保证本「客户资料声明」所提供的资料均为真实、完整和正确，及愿意承担一切责任； I am/We are the person(s) who is/are ultimately responsible for originating the instructions and will ensure the information in this "Client Information Statement" is true, complete and correct. And I am/we are willing to bear all the responsibility and liability;</p> <p>(c) 本人/吾等乃准备收取交易之商业/经济利益及/或承担商业/经济风险的人及本人/吾等已考虑个人财政状况及投资风险后才开始此帐户； I am/We are the person(s) who stand(s) to gain the commercial/economic benefit of the transactions and/or bear the commercial/economic risk and I am/We have considered and understand my/our financial circumstances and investment risk to open this Account;</p> <p>(d) 本人/吾等明白本人/吾等之投资策略及目标有可能与此帐户风险不同，而本人/吾等仍同意在英皇开立帐户及承担有关风险； I/We understand my/our investment strategy and target might vary with this Account's risk, but I/We still agree to open an Account with Emperor and liable for the relevant risks;</p> <p>(e) 本人/吾等已经清楚了解各类贵金属买卖规则； I / We have Declared and understood the Bullion trading rules;</p> <p>(f) 本人/吾等已经清楚了解已签订之佣金协议内的条款及规则（如适用）；及 I / We have Declared and understood the terms and conditions set out in Commission Agreement are accepted (if applicable); and</p> <p>(g) 本人/吾等已经细阅及接受本协议的条款及细则及已就本协议提出问题及寻求独立的意见（如本人/吾等有此意愿）。 I/We read and acknowledge this Agreement's terms and conditions and have seek for enquiry and taken an independent advice of this Agreement (if I/we so wish).</p> <p><input type="checkbox"/> 本人/吾等反对英皇将本人/吾等的个人资料使用及/或转移作直接促销之目的。（如有需要，请于方格内加上✓号） I/We DO NOT agree Emperor to use and/or transfer my/our personal data for direct marketing. (Please ✓the box if necessary)</p> <p>* 中文译本仅供参考，文义如与英文版本有歧异，概以英文版本为准；如客户未能如实提供所需资料，客户需承担一切责任。 In the event of any inconsistency between English and Chinese version, the English version shall prevail; If Client can't provide the information in good faith, the Client has liable for all responsibility.</p>		
客户签署 CLIENT'S SIGNATURE		
个人或联名帐户第一持有人 Individual or Primary Joint Account Holder	联名帐户第二持有人 Secondary Joint Account Holder	联名帐户第三持有人 Tertiary Joint Account Holder
名称正楷 Print Name: 日期（日/月/年） Date（DD/MM/YYYY）	名称正楷 Print Name: 日期（日/月/年） Date（DD/MM/YYYY）	名称正楷 Print Name: 日期（日/月/年） Date（DD/MM/YYYY）
本公司专用栏 FOR OFFICIAL USE ONLY		
分行职员 / 营业部主管签署 Branch Staff's / Marketing Head's Signature		授权签署及交易商之印鉴 Authorised Signature and Trader's Business Chop
名称正楷 Print Name: 日期（日/月/年） Date（DD/MM/YYYY）		For and on behalf of Emperor Bullion Limited 日期（日/月/年） Date（DD/MM/YYYY）



英皇金业有限公司 Emperor Bullion Limited

香港湾仔轩尼诗道 288 号英皇集团中心 28 楼 28/F, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong
香港电话号码 Hong Kong Contact No.: (852) 8206 2500
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网址 Website: www.empfs.com

* 邮寄文件信封上请注明「英皇金业有限公司」。
* For mailing document, please state the name of "Emperor Bullion Limited" on the envelope.

客户资料声明 CLIENT INFORMATION STATEMENT

公司及合伙帐户 CORPORATE AND PARTNERSHIP ACCOUNT

附录二 APPENDIX 2

第一部分 PART I	交易类别 TRADING METHOD		
<input type="checkbox"/> 电话交易 Phone Trading 或 or <input type="checkbox"/> 网上交易 Online Trading			
第二部分 PART II	帐户类别 TYPE OF ACCOUNT		
1. <input type="checkbox"/> 公司帐户 Corporate Account 或 or <input type="checkbox"/> 合伙帐户 Partnership Account			
2. <input type="checkbox"/> 美元结算帐户 Settled by USD 或 or <input type="checkbox"/> 港元结算帐户 Settled by HKD			
第三部分 PART III	公司资料 COMPANY INFORMATION		
公司名称 Company Name		成立地点 Place of Incorporation	
商业登记证号码 Business Registration No.		公司注册证号码 Certificate of Incorporation No.	
成立日期 Date of Incorporation		办公电话 Office Tel	
图文传真 Fax No.		电邮地址 Email Address	
注册办事处 Registered Office Address			
办公地址 Business Address			
业务类别 Nature of Business			
<input type="checkbox"/> 工商零售 Commerce / Industry / Retail <input type="checkbox"/> 生产制造 Production / Manufacturing <input type="checkbox"/> 金融业 Financial Services <input type="checkbox"/> 服务行业 Service Industry <input type="checkbox"/> 其他 Others _____			
开业年数 Business Opened Year			
<input type="checkbox"/> 少于一年 Less than 1 Year <input type="checkbox"/> 一至五年 1 – 5 Years <input type="checkbox"/> 五年以上 More than 5 Years			
第四部分 PART IV	公司帐户之最终实权拥有人资料 FOR CORPORATE ACCOUNT'S ULTIMATE BENEFICIARY		
<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 女士 Ms.		中文姓名 Chinese Name	英文姓名 姓氏 Surname 名字 Given Name English Name
身份证号码 / 护照号码 (请递交副本) Identity Card No. / Passport No. (Please attach a copy)		护照签发国家 Issue Place	
国籍 Nationality		出生地点 Place of Birth	
客户是否拥有美国公民或美国合法永久居民身份? Whether the client has a U.S. citizenship or lawful permanent resident status?			
<input type="checkbox"/> 是 (请提供 IRS W-9 表格及美国联邦纳税人识别号) <input type="checkbox"/> 否 Yes (Please provide IRS Form W-9 and US federal TIN) _____ No			
住址 Address			
第五部分 PART V	董事或合伙人资料 (1) INFORMATION FOR EACH DIRECTORS OR PARTNER (1)		
<input type="checkbox"/> 董事 Director <input type="checkbox"/> 合伙人 Partner			
<input type="checkbox"/> 先生 Mr. <input type="checkbox"/> 太太 Mrs. <input type="checkbox"/> 小姐 Miss <input type="checkbox"/> 女士 Ms.		中文姓名 Chinese Name	英文姓名 姓氏 Surname 名字 Given Name English Name
身份证号码 / 护照号码 (请递交副本) Identity Card No. / Passport No. (Please attach a copy)		国籍 Nationality	出生地点 Place of Birth
住址 Address			

第五部分 PART V		董事或合伙人资料 (2) INFORMATION FOR EACH DIRECTORS OR PARTNER (2)					
<input type="checkbox"/> 董事 Director		<input type="checkbox"/> 合伙人 Partner					
<input type="checkbox"/> 先生 Mr.	<input type="checkbox"/> 太太 Mrs.	中文姓名 Chinese Name		英文姓名 English Name	姓氏 Surname	名字 Given Name	
<input type="checkbox"/> 小姐 Miss	<input type="checkbox"/> 女士 Ms.						
身份证号码 / 护照号码 (请递交副本) Identity Card No. / Passport No. (Please attach a copy)				国籍 Nationality		出生地点 Place of Birth	
住址 Address							
第五部分 PART V		董事或合伙人资料 (3) INFORMATION FOR EACH DIRECTORS OR PARTNER (3)					
<input type="checkbox"/> 董事 Director		<input type="checkbox"/> 合伙人 Partner					
<input type="checkbox"/> 先生 Mr.	<input type="checkbox"/> 太太 Mrs.	中文姓名 Chinese Name		英文姓名 English Name	姓氏 Surname	名字 Given Name	
<input type="checkbox"/> 小姐 Miss	<input type="checkbox"/> 女士 Ms.						
身份证号码 / 护照号码 (请递交副本) Identity Card No. / Passport No. (Please attach a copy)				国籍 Nationality		出生地点 Place of Birth	
住址 Address							
第六部分 PART VI		投资者背景及交易经验 INVESTMENT BACKGROUND AND TRADING EXPERIENCE					
投资策略及目标 Investment Objective and Strategy		<input type="checkbox"/> 低风险 Low Risk <input type="checkbox"/> 投机及高回报 High Risk, High Return		<input type="checkbox"/> 对冲资产 Hedge Assets <input type="checkbox"/> 其他 Others _____		<input type="checkbox"/> 资产增值 Asset Appreciation	
年度收入 (港元) Annual Income (HK Dollars)		<input type="checkbox"/> 少于 Less than \$200,000 <input type="checkbox"/> \$200,000 - \$499,999 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> 多于 Above \$1,000,000		流动资产净值 (港元) Liquid Net Worth (HK Dollars)		<input type="checkbox"/> 少于 Less than \$300,000 <input type="checkbox"/> \$300,000 - \$1,000,000 <input type="checkbox"/> 多于 Above \$1,000,000	
如果您的年度收入低于\$200,000, 请阅读客户协议的「风险披露声明」。 If Client's annual income is less than \$200,000, please review "Risk Disclosure Statement" in the Client Agreement.				如果您的流动资产净值低于\$300,000, 请阅读客户协议的「风险披露声明」。 If Client's Liquid Net Worth is less than \$300,000, please review "Risk Disclosure Statement" in the Client Agreement.			
投资知识 Investment Knowledge		<input type="checkbox"/> 丰富 Excellent		<input type="checkbox"/> 良好 Good		<input type="checkbox"/> 一般 Fair	
阁下是否有其他投资经验? Do Client have other investment experience?							
<input type="checkbox"/> 否 NO							
<input type="checkbox"/> 是 YES:		外汇 Forex	年 Yrs	期权 Options	年 Yrs	证券 Securities	年 Yrs
		基金 Funds	年 Yrs	债券 Bonds	年 Yrs	商品 Commodities	年 Yrs
						期货 Futures	年 Yrs
						其他 Others	年 Yrs
第七部分 PART VII		银行资料 BANK INFORMATION					
请提供阁下的银行帐户, 以作日后提款之用 For fund withdrawals from Client's Emperor Account, please provide details of Client's bank account							
银行名称 Name of Bank				帐户号码 Account No.			
帐户持有人 Name of Account Holder				国际汇款代码 Swift Code		货币 Currency	
银行地址 Bank Address							
第八部分 PART VIII		其他资料 OTHER INFORMATION					
请问阁下是否由中介人介绍开户? Is Client introduced by Intermediate?							
<input type="checkbox"/> 否 NO							
<input type="checkbox"/> 是 YES: 请列明中介人号码 _____ Please list the Intermediate Code _____							
接收短讯提示 (只适用网上交易帐户) Receive SMS (For Online Trading Account Only)							
<input type="checkbox"/> 是 YES		手机号码 Mobile Phone No. _____	短讯语言: SMS Language:		<input type="checkbox"/> 繁体中文 Traditional Chinese	<input type="checkbox"/> 简体中文 Simplified Chinese	<input type="checkbox"/> 英文 English
<input type="checkbox"/> 否 NO							
本人 / 我们经由以下方法领取帐户结单 (只适用电话交易帐户) I / We will collect the Account statement by (For Phone Trading Account Only)				<input type="checkbox"/> 经由电邮领取 By Email _____		<input type="checkbox"/> 经由邮寄领取 By Mail	<input type="checkbox"/> 自取 By Hand

阁下是如何认识英皇？

How did Client hear of Emperor?

- ☐ 电视 TV
- ☐ 报章杂志广告 Print Advertisement
- ☐ 邮递直销 Direct Mail
- ☐ 网上 Online
- ☐ 电台 Radio
- ☐ 电邮 Email
- ☐ 讲座 Seminar
- ☐ 地铁广告 MTR
- ☐ 室外广告版 Outdoor Billboard
- ☐ 报刊报导 Press Coverage
- ☐ 他人介绍 Referral
- ☐ 其他 Others _____

第九部分

PART IX

汇率

NOTICE OF EXCHANGE RATE

所有非结算货币的存款及提款，均会以当时市场牌价兑换成结算货币。英皇有权根据市场情况，在无须预先通知客户的情况下，更改以上汇率。

Prevailing market exchange rates will be used to calculate deposits and withdrawals in currencies other than the settlement currency. These are subject to changes in accordance with market conditions and without prior notice.

<div> <div> <div>第十一部分</div> <div>PART XI</div> </div> <div> <div>所需文件（仅适用于公司帐户）</div> <div>Documents Required（Corporate Accounts Only）</div> </div> </div>	
<div>除客户协议外，请提交以下证明文件及盖有特许人士或机构认证的副本：</div> <div>Beside the Client Agreement, the applicant also need to submit the certified true copy of the following documents:</div> <div> <div>(1) 公司注册证书副本</div> <div>Copy of Certificate of Incorporation</div> <div>(2) 商业登记证副本</div> <div>Copy of Business Registration Certificate</div> <div>(3) 周年申报表</div> <div>Annual Report</div> <div>(4) 公司董事及股东名册</div> <div>Register of Company Directors and Shareholders</div> <div>(5) 董事在职证明（适用于海外公司）</div> <div>Certificate of Incumbency（for oversea company）</div> <div>(6) 存续证明书（适用于海外公司）</div> <div>Certificate of Good Standing（for oversea company）</div> <div>(7) 公司组织章程及细则，连同其后有关的修订决议（如有）</div> <div>Memorandum and Articles of Association; and subsequent amendment resolution（if any）</div> <div>(8) 授权签署人士、担保人和见证人的身份证副本。如果授权签署人士、担保人和见证人以护照作为身份证明，请提交印有照片和姓名的一页；</div> <div>Copies of Identity Card for Authorised Signatures Members, Guarantor(s) and Witness. If Authorised Signature Members, Guarantor(s) or Witness are using passport as proof of identity, please send us the page with name and photo;</div> <div>及请提交以下证明文件副本：</div> <div>And also submit the copy of the following documents:</div> <div> <div>(9) 公司组织架构</div> <div>Organisational Structure</div> <div>(10) 公司会议纪录</div> <div>Board Resolutions</div> <div>(11) 董事个人担保信</div> <div>Director Personal Guarantee</div> <div>(12) 授权签署人士、担保人及公司最近三个月的地址证明（例如：银行月结单、公用事务单或电话费等）</div> <div>Address proof of the Authorised Signature Members, Guarantor(s) and the address proof of the Corporation within the most recent three months.（e.g. bank statement, utility or telephone bill etc.）</div> </div> </div>	
<div> <div>本公司专用栏</div> <div>FOR OFFICIAL USE ONLY</div> </div>	
<div>分行职员 / 营业部主管签署</div> <div>Branch Staff's / Marketing Head's Signature</div> <div> <div>名称正楷</div> <div>Print Name:</div> <div>日期（日/月/年）</div> <div>Date（DD/MM/YYYY）</div> </div>	<div>授权签署及交易商之印鉴</div> <div>Authorised Signature and Trader's Business Chop</div> <div> <div>For and on behalf of</div> <div>Emperor Bullion Limited</div> <div>日期（日/月/年）</div> <div>Date（DD/MM/YYYY）</div> </div>



英皇金业有限公司 Emperor Bullion Limited

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客户及第三者见证人声明 CLIENT AND THIRD PARTY WITNESS STATEMENT

附录三 APPENDIX 3

声明 DECLARATION

本人 _____ (「见证人」) (身份证号码: _____) 现确认及见证

_____ (「客户」) (帐户号码: _____) 于「英皇金业有限公司」开立投资帐户及客户

已获其明白之语言解释有关风险披露。

本人现声明本人并非「英皇金业有限公司」及其联营机构工作人员及本人并不会从上述交易帐户取得任何利益。

I, _____ ("Witness") (ID no. _____), hereby

confirm and witness _____ ("Client") (A/C no. _____) to open an investment

Account in "Emperor Bullion Limited" with full explanation of the risk disclosure to Client in a language he/she understands.

I hereby declare that I am not acting on behalf of any working relationship with "Emperor Bullion Limited" or its associate and do not receive any benefit from the above trading Account.

客户签署

Client's Signature _____

名称正楷

Print Name _____

日期 (日/月/年)

Date (DD/MM/YYYY) _____

见证人签署

Witness's Signature _____

名称正楷

Print Name _____

身份证号码

Identity Card No. _____

日期 (日/月/年)

Date (DD/MM/YYYY) _____

备注 REMARKS:

- (a) 此见证书只适用于 70 岁或有需要人士 This statement is only applicable to Client's age 70 years old or requested
(b) 见证人年龄必须为 70 岁以下 The age of witness must be below 70
(c) 请提交见证人身份证明副本 Please submit the Identity Card copy of the witness

本公司专用 FOR OFFICIAL USE ONLY

Checked by

Processed by

Noted by

Date :

Date :

Date :