



BEST LEADER

BEST LEADER PRECIOUS METALS LTD

百丽贵金属有限公司-客户协议书

CLIENTS AGREEMENT

Client A/C No.

客户编号 _____



BEST LEADER

BEST LEADER PRECIOUS METALS LTD

百丽贵金属有限公司

NO. 008 MEMBER OF THE CHINESE GOLD AND SILVER EXCHANGE SOCIETY

金银业贸易场第零零八号行员

百丽贵金属有限公司

BEST LEADER PRECIOUS METALS LIMITED

CLIENTS AGREEMENT

客户协议书

注意事项 - Notice

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签署客户资料表前，请小心阅读整份协议。如有需要，应就本协议的内容及其影响寻求独立的法律意见。

PLEASE READ VERY CAREFULLY THE WHOLE OF THIS AGREEMENT BEFORE YOU SIGN ON THE CLIENT INFORMATION FORM. YOU CAN SEEK INDEPENDENT LEGAL ADVICE CONCERNING THE CONTENTS AND EFFECTS OF THIS AGREEMENT IF NECESSARY

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贵金属买卖涉及潜在的利润与损失，若买卖情况不利，损失有可能超过最初保证金的金额。贵金属买卖的价位波动受全球性的多种因素所影响。这些因素许多是难以预计的，贵金属价格的剧烈波动可能导致投资者无法把失利的买卖结算。百丽贵金属有限公司的职员虽然不断注意市况，但他们并不能作出任何预测准确性的保证，也不能保证任何损失不超过一定的金额。

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. VIOLENT MOVEMENTS IN THE PRICE OF BULLION MAY RESULT IN ACTION BY THE MARKET AS A RESULT OF WHICH THE CLIENT MAY BE UNABLE TO SETTLE ADVERSE TRADES. ALTHOUGH THE STAFF OF BEST LEADER PRECIOUS METALS LIMITED ARE IN CONSTANT TOUCH WITH MARKET MOVEMENTS, THEY ARE UNABLE TO GUARANTEE THE ACCURACY OF THEIR PREDICTIONS NOR COULD THEY GUARANTEE ANY LOSS SHALL NOT EXCEED A SPECIFIED FIGURE.

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百丽贵金属有限公司的保证金政策，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。另外百丽贵金属有限公司还保留拒绝接受定单的权利或提供市场对冲。

BEST LEADER PRECIOUS METALS LIMITED' 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. BEST LEADER PRECIOUS METALS LIMITED ALSO RESERVES THE RIGHT TO REFUSE TO ACCEPT ANY ORDER OR GUARANTEE A MARKET IN WHICH TO OFFSET.

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百丽贵金属有限公司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。

BEST LEADER PRECIOUS METALS LIMITED 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.

本协议于二零 年 月 日签订。协议的其中一方为百丽贵金属有限公司（以下简称“百丽”）为一家贵金属交易商，百丽之注册办事处于香港九龙湾宏照道33号国际交易中心21楼2109-11室，而另一方（“客户”）之名称、地址及详情则载于客户资料表中。

THIS AGREEMENT is made on the day of 20 BETWEEN BEST LEADER PRECIOUS METALS LIMITED (hereinafter referred to as “Best Leader”) is a trader of Bullion transaction. Best Leader is situated at 2109-11, 21/F, Exchange Tower, 33 Wang Chiu Road, Kowloon Bay, Hong Kong, and the Client whose name, address and description are set out in Client Information Form.

鉴于 - WHEREAS

- A** 客户愿意在百丽开立一个或多个帐户，以供客户进行贵金属现货交易（包括惟不限于本地伦敦金及本地伦敦银等）（“贵金属”）。而为此目的，客户要求百丽维持其在百丽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。
The Client is desirous of opening one or more Accounts with Best Leader 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 and Loco London Silver, etc.) (“Bullion”) and he has requested Best Leader to maintain an Account or Accounts with Best Leader for him for such purpose and to execute his order for such Bullion trading.
- B** 百丽同意按下列条款及条件，不时应客户的要求并由百丽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、号码或以其他方式开立的帐户，百丽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。
Best Leader 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 - NOW IT IS HEREBY AGREED as follows

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词汇释义 - DEFINITIONS AND INTERPRETATION

于本协议中，除非文议另有所指，否则下列词语有以下涵义：

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

本协议 - Agreement

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表及客户补充协议。

Means this Agreement, Client Information Form and Supplemental Agreement are annexed hereto as amended or supplemented from time to time;

帐户 - Account

指依据第5条款，现时或将来以客户名义在百丽开设之任何买卖帐户；

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

客户 - Client

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；

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;

所需保证金 - Required Margin

指百丽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百丽，作为对所有贵金属现货交易的担保；

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

附加保证金 - Additional Margin

指百丽认为应增收客户的按金。此等保证金是作为在客户透过百丽进行的任何或所有贵金属现货交易时进一步的担保；

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

书面 - In Writing

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。而百丽亦可透过其网站地址作出任何公布；

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. Best Leader will also make the announcement on its website address;

中介人 - Introducing Broker

所有引荐业务及 / 或客户给予百丽的人士或组织或公司。

Any person or party or company who refers or introduces business and / or Clients to Best Leader.

工作日 - Working Day

指百丽之营业日；

Means a day on which Best Leader is open for business;

网站地址 - Website Address

百丽之网站地址www.leader008.com, www.blpm.hk 或百丽公布之官方网站。

Best Leader' s website www.leader008.com, www.blpm.hk or any other websites as amended from time to time in Best Leader' s official company website.

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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。

Headings are inserted for convenience or reference only and shall not affect the construction and interpretation of this Agreement.

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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。

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.

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适当授权 / 资格 - DUE AUTHORITY / CAPACITY

4.1

个人客户兹保证本身为成年人，具备足够资格，在法律上有行事能力可有效签订本协议；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。

The Client warrants that in the case of being an individual, he is of full age and capacity that is legally capable of validly entering into this Agreement. 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

百丽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。

Best Leader 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.

帐户之操作 - OPERATION OF ACCOUNT

5.1

客户兹指示而百丽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。

The Client hereby instructs and Best Leader 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交予中介人，百丽将不对客户作出的选择负责或对此作出任何推荐。百丽不对有关交易中中介人作出任何声明或保证；百丽不会因为交易营业代表的行为而对客户产生的损失负责；百丽不对交易中中介人的运作方式作出任何隐含或直接的背书或批准。如果客户授权中介人管理其帐户，客户自己承担风险。

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

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，并确知其向百丽发出的指令，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约有关的损失由其承担，百丽毋须对任何与本合约有关的损失负责，除非该等损失是由于百丽处理失当或显著疏忽所致。

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 Best Leader, 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. Best Leader shall not be liable for any loss incurred in any contract, unless such loss or damage arises from willful misconduct or gross negligence on the part of Best Leader.

财务审查 - FINANCIAL CHECK

6.1

客户以不可撤回方式授权百丽对其进行信用查询或审查，以确定客户之财政状况及投资目标。而客户亦同意百丽的雇员或其代表获得不可撤回之授权可随时联络任何人士（包括惟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。如果客户以书面形式向百丽作出请求，客户可被允许复印上述记录，费用由客户承担。

The Client hereby irrevocably authorises Best Leader 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 Best Leader'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. Upon request made in writing by Client to Best Leader, Client shall be allowed to review any records maintained by Best Leader relating to Client's credit standing. Client shall also be allowed, at Client's sole cost and expense, to copy such records.

6.2

客户向百丽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，客户同意立即告知百丽。

Client represents and warrants that the financial information disclosed to Best Leader is an accurate representation of Client's current financial condition. 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 Best Leader if Client's financial condition change in such a way to reduce Client's net worth, liquid assets and or risk capital.

买卖 - TRADING

7.1

客户声明是为自己进行买卖。

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

7.2

百丽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。百丽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，否则百丽获授权跟百丽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。 Best Leader may take opposite position to match the Client' s partial or entire trading orders and / or transfer the orders to market. Best Leader 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.

7.3

如事前获百丽批准，百丽之任何雇员及其代表可以为本身利益订立买卖合约。

Employees and other representatives of Best Leader, subject to prior written approval of Best Leader 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。 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

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，客户同意，接受百丽不时开报的价格为当时所能取得的最佳价格。

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 Best Leader may offer him from time to time is the best price then available.

7.6

客户在此承认并同意下述情况有可能出现，即与百丽相关的某一营业人员、董事、关联机构、关联人、雇员、其代表、银行或银行雇员、交易商及百丽本身可能是客户帐户所进行的交易的对当事人或经纪。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。

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 Best Leader, or Best Leader 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

客户应遵守及接受百丽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、下单时间表及 / 或其他有关贵金属买卖之事项。

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 Best Leader from time to time.

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，而客户须保障百丽完全毋须支付此等款项。

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 Best Leader in full against payment of the same.

7.9

客户可从其保证金帐户中提取款项，惟须以书面通知百丽其提款意愿。百丽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百丽接获客户通知当天客户未平仓合约之浮动亏损总额。

The Client may make withdrawals from his margin Account(s) by giving Best Leader 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 Required Margin and the amount of the Client's gross floating loss calculated on his open positions / contracts at the date the Client's notice is received by Best Leader.

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。未得百丽书面同意或确认，指令一经发出即不得撤销或撤回。百丽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，而客户同意就百丽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）向百丽作出赔偿保证及保障百丽不会因此蒙受损失。

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 Best Leader. Best Leader shall be entitled to rely on any instructions, directions, notices or other communication which Best Leader reasonably believes in good faith to be from the Client and the Client agrees to indemnify Best Leader and hold Best Leader harmless from and against losses, costs and expenses (including but not limited to legal costs and / or debt collection fee) suffered or incurred by Best Leader in reliance thereon.

7.11

密码及录音 Password and Recording

A

客户可要求百丽给予一个特定交易密码（“交易密码”）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。任何人士如能向百丽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百丽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，则须立即通知百丽。

A specific personal password (the "password") for login the trading platform or identification purpose will be assigned by Best Leader to the Client. The Client undertakes to keep the password 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 Best Leader 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 persons or for unauthorised purposes and agrees to bear such risks absolutely and to indemnify Best Leader in full against all consequences arising from such risks. The Client shall notify Best Leader immediately upon notice or suspicion of the PIN being disclosed to any unauthorised person or any unauthorised instruction being given.

B

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、口头或书面向百丽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，根据百丽的判断相信是客户表面授权。百丽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。

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 Best Leader from persons whom Best Leader, in its sole judgment, believes are apparently authorised by Client. Best Leader 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 Best Leader in reliance on any such instructions or on the apparent authority of any such persons.

C

双方同意百丽与客户在业务过程中记录于百丽操作之中央录音系统内之任何电话谈话，即为任何所记录买卖指令之最终及确定证据。

The parties agree that any telephone communication between Best Leader and the Client in the course of business recorded on the centralised tape recording system operated by Best Leader shall be final and conclusive evidence of any order(s) so recorded.

D

接受客户发出买卖指令之电话号码由百丽以书面指定，并可不时予以更改。该更改事宜由百丽发出通知之日或百丽在其网站地址公布时起才生效。

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

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百丽订立之未平仓合约平仓。

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

7.13

除客户之强制平仓指示外，百丽并无任何责任进行任何特定交易，惟该强制平仓指示之执行须不受送達百丽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百丽相信有关行动可能令致百丽或客户触犯任何法律、规则或规例，则百丽并无任何责任按照有关指示行事。倘百丽酌情拒绝接受客户之任何指示，百丽将会通知客户，惟百丽于任何情况下对客户因百丽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。

Best Leader 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 Best Leader or the presentation of any bankruptcy or winding-up petition against the Client. Best Leader shall not have any obligation to act in accordance with any instruction if there are insufficient funds in any relevant Account or if Best Leader believes that to do so might result in either Best Leader or the Client contravening any law, rule or regulation. If Best Leader in its absolute discretion declines to accept any instruction from the Client, Best Leader will notify the Client accordingly, but Best Leader 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 Best Leader declining to act on such instructions or omitting so to notify the Client.

7.14

百丽被授权按照客户的电脑或录音电话指令或向对手为客户的帐户进行场外市场买卖。百丽有权订定限制客户每次下单的总数。百丽有权限制客户获得或持有的未平仓合约的金额及 / 或总数。百丽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。百丽有权拒绝接受任何定单或保证市场对冲。但是，百丽将不负责任何百丽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。

Best Leader has the right to set the limit in the number of total transactions for each order. Best Leader retains the right to limit the amount and or total number of positions that Client may acquire or maintain at Best Leader. Best Leader will attempt to execute all orders in accordance with computer or tele-recorded instructions of the Client. Best Leader reserves the right to refuse to accept any order or guarantee a market in which to offset. Best Leader 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 Best Leader 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

风险披露声明 - RISK DISCLOSURE STATEMENT

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于限定的范围内，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。

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。如果客户并无盈餘资金可供损失，客户不应在贵金属市场上交易。

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

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，客户同意不就是因为遵循百丽或其雇员或其代表作出的交易推荐，或建议而造成的交易损失追究百丽的责任。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。客户承认其未从百丽或其雇员或其代表或客户与之打交道以进行百丽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。

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 Best Leader 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 Best Leader 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

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。在百丽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，杠杆比率可由百丽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。

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 Best Leader 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

在场外交易市场上，百丽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管于单一的监管体系。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。

In OTC market, firms are not restricted to effecting exchange transactions only. Accordingly, Best Leader 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 with applicable rules and attendant risks.

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。

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

由于百丽不能控制信号能力，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，百丽不对互联网上交易中出现的通讯故障，失真或延迟负责。

Since Best Leader could not control signal power, its reception or routing via Internet, configuration of Client's equipment or reliability of its connections, Best Leader is not responsible for communication failures, distortions or delays when trading on-line (via Internet).

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、清算所以以及 / 或会员公司设定的责任额度。这些额度可能是不一样的。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

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。

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

百丽将不负责因传输或通讯设施故障、电力短路或任何其他百丽所不能控制或预计的原因带来的指令传输的延迟。百丽将仅对直接因为百丽的过失、蓄意过错或欺诈造成的行为负责。由百丽按本协议雇用的任何雇员或其代表的过失所引起的损失，百丽将不负责。

Best Leader 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 Best Leader's control or anticipation. Best Leader shall only be liable for its actions directly attributable to negligence, willful default or fraud on the part of Best Leader. Best Leader shall not be liable for losses arising from the default of any employee or other representative used by Best Leader 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。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

当某些报价或成交价错误发生时，百丽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。百丽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，百丽保留取消及/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百丽完全自主决定解决。若因此带来任何损失、损害或责任，客户同意予以赔偿使百丽不受损害。

Should quoting and or execution errors occur, which may include, but are not limited to, Best Leader'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, Best Leader 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. Best Leader 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, Best Leader 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 Best Leader in its sole and absolute discretion. Client agrees to indemnify and hold Best Leader harmless from all damages or liability as a result of the foregoing.

8.13

客户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，客户同意接受百丽不时提供予客户的价格，乃当时所能取得之最佳价格。

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 agrees to accept that such prices as Best Leader may offer Client from time to time is the best price then available.

8.14

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百丽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金，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画。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。

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 Best Leader 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

保证金规定 - MARGIN REQUIREMENTS

9.1

客户须向百丽存入保证金，金额由百丽不时指定，而存入之货币及时限须为百丽所接受者。客户在百丽之总帐目于任何时候均以该帐户之指定合约价值交收及结算。

The Client shall deposit with Best Leader at such margin level as Best Leader may specify from time to time in such currency and within such time limits as may be acceptable to Best Leader but such contract value will according to the Client's Account with Best Leader to settlement and clearing.

9.2

客户在向百丽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，客户须确保在百丽存有百丽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额，以维持其帐户的必需保证金水平。倘维持保证金额出现不足，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，惟客户不得迟于百丽指定的时间存入该追加保证金，否则百丽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，百丽有权选择将与其交易或代其执行的合约在没有得到客户的同意时强制平仓，并决定强制平仓次序。该等行动将作为犹如遵照客户正式向百丽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，接受百丽在采取上述行为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百丽因进行强制平仓交易及/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百丽蒙受之亏损及任何费用与支销（包括惟不限于法律费用及/或帐务管理公司之费用等）。客户并负责赔偿其在百丽的任何帐户内出现之任何亏欠款项。

A Necessary Margin deposit shall be required of the Client prior to all trading orders with Best Leader. The Client shall deposit an Initial Margin with Best Leader as required by Best Leader 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 Maintenance Margin in his Account at all times. If the Maintenance 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 Best Leader will (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 Best Leader 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 Best Leader by the Client. The Client irrevocably accepts that in carrying out such act or acts aforesaid, Best Leader 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 Best Leader resulting from losses and any costs and expenses (including but not limited to legal costs and / or debt collection fee) incurred by Best Leader, on a full indemnify basis, related to liquidating transactions initiated by Best Leader and / or arising from the Clients failure to provide cash, securities and / or other collateral as margin deposit.

9.3

尽管存入额外款项以保持追加保证金额之要求经已发出，百丽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。百丽兹声明而客户亦确认，百丽之雇员或其代表等概不获授权以百丽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。客户确认百丽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购买任何贵金属之建议。百丽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百丽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，而百丽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。

Notwithstanding any demand for additional deposit to maintain the Variation Margin level having been made, Best Leader 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. Best Leader hereby declares and the Client acknowledges that none of the employees or other representatives of Best Leader is authorised on behalf of Best Leader 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 Best Leader 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. Best Leader 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 Best Leader to be reliable, may be incomplete, may not be verified and may be changed without notice to the Client, and Best Leader 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

倘百丽本身酌情认为需要，或百丽确定需要增收附加保证金，在客户同意接到要求时，向百丽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，百丽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。

Should Best Leader at its sole discretion deem it necessary or if Best Leader determines that Additional Margin is required, the Client agrees to deposit with Best Leader such Additional Margin upon demand, provided, however, notwithstanding any demand for Additional Margin, Best Leader may at any time exercise its right in accordance with paragraph 9.2 above. Best Leader 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

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百丽所有。

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 Best Leader 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 Best Leader.

10

佣金、顧問費及支銷 - COMMISSIONS, CONSULTANCY FEE AND EXPENSES

10.1

客户须按要求向百丽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，费用率由百丽不时通知客户或按百丽规定适用于帐户之其他费用率。百丽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百丽归还百丽聘用任何雇员或其代表之一切费用及支销，以及百丽、其雇员或其代表就有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百丽网站地址通知客户，而客户亦同意百丽有权按情况随时更改所有有关利息、佣金、支销及其他酬金。

The Client shall on demand pay Best Leader commission or consultancy fee on purchases, sales and other transactions for the Account at such rate as Best Leader may from time to time have notified the Client or otherwise prescribed by Best Leader as being the rate or rates applicable to the Account. Best Leader 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 Best Leader on a full indemnity basis for all fees and expenses of any employees or other representatives engaged by Best Leader and any other expenses incurred by Best Leader, 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 Best Leader Website Address and the place(s) of business of Best Leader. The Client agrees that Best Leader have the right to amend the commission, expenses and charges in anytime.

10.2

若客户的帐户出现亏欠，百丽将据此亏欠收取合理的利息及费用，此等利息及费用为百丽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）。在百丽提出要求时，客户须即时清偿拖欠百丽的所有债务。

Debit balance in the Client' s Account(s) shall be charged with such reasonable interest and charges as Best Leader 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 Best Leader.

10.3

客户的帐户出现亏欠，百丽将据此征收利息，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。

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

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五十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。该费用可根据百丽全权及绝对酌情权而更改。

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\$50 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 Best Leader' s sole and absolute discretion.

11

交易价格及利息之计算方法及程序 - TRADE PRICES, INTERESTS, CALCULATION METHODS AND PROCEDURES

百丽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。另百丽征收或支付之利息将参照当时市场息率，而客户同意百丽拥有最终决定权。

Best Leader 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 Best Leader will be determined with reference to the prevailing market rates at the discretion of Best Leader.

12

资金 - FUNDING

12.1

倘客户未能或不愿意在百丽要求结算之日结算合约，百丽可（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，而客户同意在百丽索偿时，以帐户之指定货币偿还该笔垫款（汇率由百丽指定。百丽只须在诚信善意的基础上指定汇率，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。

In the event of the Client not being able or not willing to settle any contract on such dates as Best Leader shall require settlement, Best Leader may (but without obligation to do so) 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 Best Leader Account currency type (at the exchange rate or rates as Best Leader shall stipulate, provided such stipulation is made in good faith, Best Leader shall not be required to give the best exchange rate) of any such advance to Best Leader 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 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

除上述事项外，以下情况亦须收取利息，利率则如上文所订

In addition to the above, interest at the said rate shall be chargeable on the following items:

A

所需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；
any part of Required Margin or Additional Margin not paid or deposited in the form of cash;

B

应付予百丽而未付的任何款项。
any amount due to Best Leader and remain outstanding.

12.3

本条款的规定，不应理解为百丽须向客户提供上述垫款的义务，亦无损于百丽按本协议、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。

Nothing herein contained shall be construed as binding Best Leader to make any advance to the Client as aforesaid or shall prejudice any of the rights and remedies which Best Leader may have against the Client or any other persons under this Agreement, the contracts or otherwise conferred by law, equity or usage.

13

结算、调拨及资金转帐授权 - SETTLEMENT, APPROPRIATIONS AND MONEY TRANSFER AUTHORISATION

13.1

帐户在结束时结存之款项，须于百丽收到有关指示后两个工作日内退还客户。

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.

13.1

即使百丽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。百丽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）。

All provisions hereof shall survive any change or succession in Best Leader'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)). Best Leader 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.

13.1

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）。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).

13.1

客户同意百丽可在任何时间根据百丽判断，将客户个人或与他人持有的帐户内任何款项、货币、商品或其他财产，转出至客户在百丽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。

The Client(s) agree that Best Leader will base on Best Leader's decision at any time. Best Leader has the right to transfer the funds, currencies, commodities or other properties to the Client's Best Leader Account or other financial institution's Account out of the Client's individual or the person related Account and without prior noticing the Client.

13.1

倘客户未能遵守本协议内之任何条款，不论百丽是否按本协议规定终止协议，百丽均有全权自行作出选择，将客户托管或存于百丽处之全部或任何物业及资产以百丽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；百丽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。在百丽提出要求时，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百丽遭受任何损失、索偿或损害，客户将对百丽作出全面赔偿。百丽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。

In the event the Client fails to meet any terms herein whether or not Best Leader terminates this Agreement as herein provided, Best Leader 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 Best Leader) of all of any of the property and assets carried by or deposited with Best Leader 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 Best Leader fully against any loss, claim or damage suffered by Best Leader as a result of the Client's misfeasance or non-feasance. 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).

资料及保密 - INFORMATION AND CONFIDENTIALITY

14.1

客户支付百丽所要求收取之费用后，百丽须按客户不时作出之合理要求寄发有关帐户之资料。

When Best Leader received the appropriate fee from the Client, Best Leader shall deliver such information relating to the Account as the Client may from time to time reasonably require.

14.2

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。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.

14.3

客户兹明确确认及同意，百丽可根据适用之法律、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百丽毋须另行通知客户或获得客户同意即可向其他有关机构披露百丽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，以及百丽所知的客户当时之财务状况。客户不得以任何方式要求百丽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百丽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）。

The Client hereby expressly acknowledges and agrees that Best Leader 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 Best Leader 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 Best Leader'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 Best Leader. The Client shall not in any way hold Best Leader liable for any consequences arising out of such disclosure, and the Client shall reimburse Best Leader upon demand for all costs and expenses (including but not limited to legal costs and / or debt collection fee) incurred by Best Leader in relation thereto, on a full indemnity basis.

不履行合约 - DEFAULT

15.1

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：

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

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。

Any delay or default by the Client in complying with terms and conditions hereunder or under the terms of any trading contract;

B

如客户为个人或商号，则客户或其任何合伙人：

In the case of an individual Client or a Client's firm, the Client or any of its constituent partners:

(i) 逝世；

diseased;

(ii) 作出破产行为或遭他人申请其破产；

committed any act of bankruptcy, or a petition for bankruptcy having been filed against him;

(iii) 神经失常或丧失订立协议或合约的充分资格。

became insane or otherwise losing his legal capacity to enter into Agreements or contracts in general.

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；

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.

对于所有客户而言：In the case of all Clients:

- (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；
- the appointment of a receiver over any of the Client' s assets or the Client suffering any levy or execution thereon;
- (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；
- 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) 客户与债权人之间建议或执行任何协议计划。
- there has been proposed or implemented any scheme of arrangements between the Client and his creditors;
- (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。
- 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.

15.2

在发生任何不履行合约事件时，百丽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。

Upon the happening of any event of default, all the rights and remedies of Best Leader 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.

15.3

百丽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，除非是由于百丽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，否则百丽一概毋须负责。

Best Leader 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 Best Leader).

抵押品、对销及合并帐户 - SECURITY, SET-OFF AND CONSOLIDATION OF ACCOUNTS

16.1

不管本协议或百丽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百丽在不给予客户事先通知下可将帐户内或为帐户或客户于百丽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负百丽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）

Notwithstanding anything contained in this Agreement or in any other Agreement between Best Leader and the Client, the Client hereby irrevocably authorises Best Leader 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 Best Leader 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 Best Leader or other financial institution.

16.2

在不损及第16.1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，则百丽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负百丽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。

Without prejudice to the generality of Clause 16.1, if the Client or any Client Group Company has more than one Account with Best Leader, Best Leader 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 Best Leader or other financial institution in respect of any other Accounts.

16.3

百丽对于客户（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）均拥有留置权或归百丽占有作任何用途，包括作为对百丽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百丽。百丽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。

Best Leader shall have a lien on all property, margin, securities, equities, credits and credit balances (no matter now or at any time hereafter standing to the credit) kept by Best Leader in any Account for the Client or otherwise (as an Ultimate Beneficial Owner) in Best Leader' s

possession for whatsoever purpose including safekeeper as security for all obligation and liabilities of the Client to Best Leader. Client agrees to sign any or all appropriate documents therefore the above-mentioned terms can be secured to Best Leader. Best Leader 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).

17

债务及赔偿保证 - LIABILITY AND INDEMNITY

17.1

百丽或其雇员或其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百丽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。

Best Leader 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 Best Leader's negligence or wilful default.

17.2

客户跟百丽进行的交易并不是在交易所进行，一旦百丽破产，客户向百丽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。

The transactions Client enters into with Best Leader are not traded on an exchange. If Best Leader becomes insolvent and Client has a claim for funds deposited or profits earned on transactions with Best Leader, 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.

17.3

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，而给百丽带来了任何债务、损失、损害、成本或费用，包括律师费，客户将对此向百丽其有关机构、雇员、继承人、转让人或其代表予以赔偿并使之不受损害。客户同时同意立即支付给百丽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：

Client agrees to indemnify and hold Best Leader, 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 Best Leader 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 Best Leader all damages, costs and expenses, including attorney's fees, incurred by Best Leader in the enforcement of any of the provisions of this Agreement. Furthermore, Best Leader 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

客户的行为：客户的行动或遗漏；

Client's conduct: The action or omission to act on the part of Client;

B

伪造签名：所有帐户或本协议有关文档上的伪造签名或未获授权的签名；

Forged signature: Forged or unauthorised signatures on any document in connection with Client's Account or this Agreement;

C

故障：系统故障、设备故障或系统中断或系统脱供（不论是客户或是百丽的设备）；

Malfunctions: System malfunction, equipment failure (whether Client's or Best Leader's equipment), system interruption or system unavailability;

D

延迟：在实施任何指示时发生之延迟、故障或错误；和Delay:

Delays, failure or errors in implementing any instruction; and

E

资料：从客户收到的不正确或不全的指示。

Information: Inaccurate or incomplete instructions received by Best Leader from Client.

一个以上客户 - MORE THAN ONE CLIENT

倘客户超过一人：Where the Client consists of more than one person：

18.1

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；
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;

18.2

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
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

18.3

在不受影响任何其他客户责任之情况下，百丽有权就任何事宜（包括解除任何程度之责任）与客户另行交易。
Best Leader 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.

将帐户进行买卖 - TRADING WITH ACCOUNT

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（未得百丽同意）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。

The Client agrees not to, and not to purport to, sell, grant an option over or otherwise trade in any way with, nor (without Best Leader'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.

转让 - ASSIGNABILITY

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，惟事前未得百丽书面同意，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。百丽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。

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 Best Leader. Best Leader 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.

个别条款效力 - SEVERABILITY

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。

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.

遵守法律 - COMPLIANCE WITH LAWS**22.1**

客户明白任何回报保证均属违法。此外，百丽不对任何由百丽雇员或其代表作出的指称或保证负责。

Client should be aware that guaranteeing any return is illegal. In addition, Best Leader is not responsible for any claims or assurances made by Best Leader, its employees or other representatives.

22.2

所有本协议下的交易均受辖于执行交易的对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，对百丽产生约束力，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。

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 Best Leader 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.

23

通知及修订 - NOTICES AND AMENDMENTS

23.1

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百丽寄发后即视作已由客户收取。

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 Best Leader.

23.2

所有由客户致百丽之通知、申请书及其他通讯，可以预付邮资方式寄往百丽不时指定之邮寄地址及注明“客户服务部”收。

All notices, demands and other communication from the Client to Best Leader may be sent by prepaid post to the address of the business place as shall from time to time specified by Best Leader and marked for the attention of “Customer Service Department”.

23.3

除非协议另有明文规定外，任何对本协议之修订，对其中任何条款之修改或豁免均须经百丽书面签署方才生效。

Save as expressly provided herein, this Agreement shall not be amended or any of its provisions modified or waived except in writing signed by Best Leader.

23.4

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百丽。

The Client promises any changes to the information provided in the Client Agreement, the Client has the responsibility to notify Best Leader within 3 Working Days.

23.5

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经由百丽交易平台提供，客户将通过百丽的交易平台登入帐户查阅其帐户资讯。百丽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百丽终止本项同意。

Client hereby consents to have Client's Account information and trade confirmations available on the Best Leader platform in lieu of having such information delivered to Client via mail or email. Client will be able to access Account information via the Best Leader platform using Client's Account login information to access the Account. Best Leader 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 Best Leader.

23.6

保证金催促将是终结性并有约束力的，除非立即以书面形式作出反对。作为邮寄交易确认的代替，百丽将向客户提供互联网上登入以便随时查阅其帐户。客户的书面反对应寄往百丽网页上提供的通讯地址，地址或会不时有所变更，请要求回邮收据。如未反对，则百丽在客户收到上述报告之前

采取的所有行动将被视作已被批准。客户未收到交易确认并不解除其作出上述反对的义务。

Margin calls shall be conclusive and binding unless objected to immediately in writing. In lieu of sending trade confirmation via postal mail, Best Leader will provide Client Internet access to view Client' s Account at any time with an online login. Written objections on Client' s part shall be directed to Best Leader at the most recent office address as indicated on the Best Leader website which may change from time to time, and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by Best Leader. Client' s failure to receive a trade confirmation shall not relieve Client of the obligation to object as set forth herein.

23.7

有关征收之利息、佣金、支销及其他酬金之费率或金额，将会显示于结单或于百丽各营业地点或网站地址公布。

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 or Best Leader Website Address or the place(s) of business of Best Leader.

24

客户资料声明 - CLIENT INFORMATION STATEMENT

24.1

客户向百丽声明、保证、说明及承诺客户资料声明乃属真实、完备及准确，倘其内所载之任何资料有任何重要改变，客户有责任于更改后三个工作日以书面通知百丽。

The Client declares, warrants, represents and undertakes with Best Leader that the Client Information Statement, if any, is true, complete and correct and the Client will notify Best Leader of any material changes to any information contained therein within 3 working days.

24.2

客户同意即时：

The Client agrees to promptly:

A

应百丽之合理要求提供有关客户及其财务状况之资料；

to furnish such information concerning the Client and his financial position as the Best Leader may reasonably request;

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，则以书面通知百丽；

to notify the Best Leader in writing if any of the representations and warranties herein cease to be true and correct in all material aspects; and

C

当发生第15条款指明之任何事件后即时通知百丽。

to notify the Best Leader of the occurrence of any event specified in Clause 15 forthwith upon its occurrence.

25

中介人披露 - INTRODUCING BROKER DISCLOSURE

25.1

百丽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百丽的职员或代办人，他们的身份和百丽完全独立。百丽和中介人直接的协议并不建立合资企业或合伙企业关系。

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

25.2

客户了解并同意，如果客户在百丽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百丽帐户交易活动的资料，而中介人亦可以进入客户的百丽帐户，但中介人不得以客户的百丽帐户从事交易，除非客户通过授权协议授权中介人代表客户交易。

Client understands and agrees that if Client' s Account with Best Leader is introduced by the Introducing Broker, that Introducing Broker, may be provided access to certain personal information about Client as well as certain information concerning trading activity in Client' s Best Leader Account. Client understands and agrees that if Client' s Account with Best Leader is introduced by Introducing Broker,

that Introducing Broker shall have the right to access Client' s Best Leader Account, but the Introducing Broker shall not have the right to enter into any trades on Client' s Best Leader Account unless authorised by Client under a power of attorney between Client and Introducing Broker granting such Introducing Broker the right to trade on Client' s behalf.

25.3

客户理解并确认百丽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，即一个比百丽提供的一般正常价差为高的涨价。

Client understands and acknowledges that Best Leader may compensate Introducing Broker for introducing Client to Best Leader and that such compensation may be on a per-trade basis or other basis. Such compensation to the Introducing Broker may require the Client to incur a mark-up, above and beyond the ordinary spread generally provided by Best Leader.

25.4

对于客户已经或将会从中介人或其他任何非百丽雇员处获得的资讯或建议，百丽不能控制，也不背书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，百丽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。

Best Leader 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 Introducing Broker or from any other person not employed by Best Leader regarding Bullion trading or the risks involved in such trading. If Introducing Broker or any other third party provides Client with information or advice regarding Bullion trading, Best Leader shall in no way be responsible for any loss to Client resulting from Client' s use of such information or advice. Client understands that Introducing Broker and many third party vendors of trading systems, courses, programs, research or recommendations may or may not be regulated by a government agency.

25.5

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。

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 Introducing Broker or any other third party 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 Introducing Broker 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 Introducing Broker or another third party will not necessarily result in profits, avoid losses or limit losses.

25.6

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，百丽绝不对客户使用该资讯或建议带来的损失负责。

If Introducing Broker or any other third party provides Client with information or advice regarding Bullion trading, Best Leader shall in no way be responsible for any loss to Client resulting from Client' s use of such information or advice.

25.7

客户确认百丽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百丽提供的风险披露资料。

Client acknowledges that no promises have been made by Best Leader or any individual associated with Best Leader regarding future profits or losses in Client' s Account. Client understands that Bullion trading is very risky, and that many investors have lost money through trading.

25.8

对于客户已经或将会从中介人或其他任何非百丽雇员外获得的资讯或建议，百丽不能控制，也不背书或担保其关于交易或有关交易风险的准确性或完备性。

Best Leader does not control, and cannot endorse or guarantee for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Introducing Broker or from any other person not employed by Best Leader regarding trading or the risks involved in such trading.

25.9

百丽不背书或担保中介人所提供之服务。由于中介人不是百丽的职员或代办人，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。

Best Leader does not endorse or vouch for the services provided by the Introducing Broker. Since Introducing Broker is not an employee or

agent of Best Leader, it is Client' s responsibility to perform necessary due diligence on the Introducing Broker prior to using any of their services.

25.10

客户承认 - Client acknowledges that

A

任何有百丽或其他任何公司内部人员向客户提供的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徕购买或出售未平仓的贵金属合约；

any market recommendations and information communicated to Client by Best Leader 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

此类推荐和资讯，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；

such recommendation and information may be incomplete and may be unverified; and

C

百丽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。客户承认百丽及 / 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，百丽或其上述主管、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百丽获得的推荐并不一致。客户承认百丽未就合约的税务影响或待遇作出任何保证。

Best Leader 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 Best Leader 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 Best Leader or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Client by Best Leader. Client acknowledges that Best Leader makes no representations concerning the tax implications or treatment of trading Bullion.

25.11

客户保证及声明其未有与客户的中介人或任何百丽雇员就其百丽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百丽任何此类协议。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百丽获得的表述，客户同意以书面形式提请百丽的注意。客户理解其必须在执行每项交易之前给予授权，除非客户通过签订百丽的交易授权将权限授予另一人士；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百丽的注意。如果因客户未能及时通知百丽任何争议造成的损害或债务，客户同意赔偿百丽以使其不受损害。本条款下的通知需要送达及经百丽确认收妥。

Client warrants and represents that Client has no separate Agreement with Client' s Introducing Broker or any Best Leader' s employee regarding the trading in Client' s Best Leader Account, including any Agreement to guarantee profits or limit losses in Client' s Account. Client agrees that Client is under an obligation to notify Best Leader 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 Best Leader must be brought to the attention of Best Leader 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 Best Leader' s limited power of attorney, and any disputed transactions must be brought to be attention of Best Leader pursuant to the notice requirements of this Agreement. Client agrees to indemnify and hold Best Leader harmless from all damages or liability resulting from Client' s failure to immediately notify Best Leader of any of the occurrences referred to herein. All notices required under this clause shall be sent to Best Leader.

26

杂项 - MISCELLANEOUS

26.1

如因任何非百丽所能控制之原因，包括但不限于火灾、风暴、天灾、暴动、罢工、停工、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百丽运作之原因等，致令百丽不能或延迟履行其义务，则客户不作追究及百丽一概毋须负责。

Best Leader 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, act of God, riots, strikes, lock-out, wars, governmental control, restriction or prohibition whether internationals, 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 Best Leader.

26.2

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，并由百丽其中一名授权职员在其签署。除非客户向百丽递交书面撤销通知，否则客户不得撤回本协议。然而，百丽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。

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 Best Leader. This Agreement shall not be revoked by the Client except by writing delivered to Best Leader. Such revocation, however, shall not affect any transaction entered into by Best Leader pursuant to this Agreement before written notice of the revocation has been received by Best Leader.

26.3

在其他条款之规限下，本协议持续具有十足效力，直至百丽接获客户之终止通知书或客户接获百丽之终止通知书时告终；百丽可自行选择按内文规定对帐户进行强制平仓或将帐户转予客户指定之经纪或经纪商。

Subject to the other provisions hereunder, this Agreement shall continue in full force and effect until receipt by Best Leader from the Client of written notice of its termination or receipt by the Client from Best Leader of any written notice of its termination and at Best Leader's election, Best Leader may liquidate the Account(s) as provided hereunder or transfer the Account(s) to such broker or brokerage firm as the Client shall designate.

26.4

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。

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.

26.5

百丽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。

Any waiver or indulgence given by Best Leader 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.

26.6

百丽获授权将根据本协议须付予客户之一切款项转拨入客户之指定银行帐户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。

Best Leader is hereby authorised to transfer to the Client's designated bank account 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.

26.7

百丽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授予任何人。

Best Leader 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.

26.8

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。

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.

26.9

就所有贵金属之合约规则与其他有关交易的讯息，百丽将会免费提供予客户，并于百丽网站地址公布。

Contract specifications for all trading precious metals and other relevant trading information shall be made available to clients free of charge and exhibited in a prominent place at all places of business of Best Leader and Website Address, and, in the event of subsequent

changes made thereto, prior written notice shall be given before they are to take effect.

26.10

时间为本协议所引致之一切事宜之要素。

Time shall be of the essence in relation to all matters arising under this Agreement.

26.11

互联网、连线延误及报价上的误差有时会造成在百丽交易平台上显示的报价无法准确地反映即时市场价格。“套利”及“剥头皮”，或因网络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，百丽不容许客户在本公司的交易平台上进行此等套利行为。依靠因价格滞后带来的套利机会所进行的交易有可能会被撤销，百丽保留权利对涉及上述交易的帐户进行必要的修改和调整。百丽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。百丽可完全自主解决因套利或操控价格而产生的纠纷。百丽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百丽对客户和其职员放弃拥有的任何权力或赔偿。

Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on Best Leader'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. Best Leader does not permit the practice of arbitrage on the Best Leader trading platform. Transactions that rely on price latency arbitrage opportunities may be revoked. Best Leader reserves the right to make the necessary corrections or adjustments on the Account involved. Accounts that rely on arbitrage strategies may at Best Leader'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 Best Leader at its sole and absolute discretion. Best Leader 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 Best Leader may have against Client and or his representative, all of which are expressly reserved.

26.12

百丽严禁以任何形式对其价格、执行及交易平台进行操控。若百丽怀疑任何帐户从事操控，百丽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。百丽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，百丽可全权酌情决定，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。对于由套利以及或操控所产生的任何纠纷，由百丽完全自主决定。百丽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百丽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。

Best Leader strictly forbids any form of manipulation of its prices, execution and platform. Best Leader reserves the right to investigate and review any Account Best Leader suspects of manipulation and withhold funds suspected of being derived from such activity. Best Leader reserves the right to make the necessary corrections or adjustments to the Account involved. Accounts that are suspected of manipulation may at Best Leader'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 Best Leader in its sole and absolute discretion. Best Leader 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 Best Leader may have against Client and or its employees, all of which are expressly reserved.

27

管制法律及提交司法管辖 - GOVERNING LAW AND SUBMISSION TO JURISDICTION

27.1

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。

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.

27.2

客户及百丽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。

The Client and Best Leader hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to all matters arising from this Agreement.

27.3

而百丽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通过先调解、后仲裁处理。

Best Leader also agrees 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.

中文譯本僅供參考，文義如與英文版本有歧異，概以英文版本為準。

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

个人资料 (私隱) 条例声明 - PERSONAL DATA (PRIVACY) ORDINANCE (“ THE ORDINANCE ”) STATEMENT

百丽尊重个人私隐权也非常重视与客户的关系，因此百丽会根据香港《个人资料 (私隱) 条例》(下称“条例”)之规定，力求保障客户权益。当客户向百丽申请一个真实或模拟帐户时，百丽会收集相关个人资料。同时，百丽可能使用客户的姓名、电话号码、电邮地址及通讯地址作直接促销投资产品和服务以提升服务。

Best Leader respects individual privacy rights and treasure the relationship with clients, therefore Best Leader pledges to meet fully the requirements of the Hong Kong Personal Data (Privacy) Ordinance (“ the policy ”) in order to safeguard clients’ privacy rights. Relevant personal information will be collected upon any applications of any real and / or demonstration accounts. Meanwhile, your personal information may be used in direct marketing of relevant investment product(s) and / or service(s).

客户的个人资料按实际情况和需要会被用作以下用途：

Your relevant personal information may be used for the following purposes:

1

执行客户指示或回复客户有关的查询的核证程序、帐户的日常行政管理或相关投资产品或服务的直接或间接市场推广，与百丽的联属或关连公司就相关投资或交易服务共享、反复查证及转移该等个人资料；

Executing client’ s instruction(s) or replying client’ s enquiries; account’ s day-to-day operation; related investment product(s) and / or service(s)’ direct or indirect marketing; cross-checking and / or transferring of relevant personal data between our subsidiaries and / or our associated companies;

2

处理客户抵押品，或向追收客户欠款；

Handling client’ s collateral and / or collecting outstanding amounts;

3

将该等个人资料转移予第三者服务供应商作信贷查证及 / 或核证资料用途；

Transferring relevant personal data to third party(ies) service provider(s) for purposes of credit checking and / or data verification;

4

关于或有遵守任何法律、规例、法令或监管机构的命令的任何用途而提供任何该等资料；

Any purpose relating to or in connection with compliance with any law, regulation, court order or order of a regulatory authority including the provision of any such data;

5

关于或有百丽或百丽的联属或关连公司的投资业务的直接或间接市场推广。该等资料可能会被转移至香港以外的地方。

Any direct and / or indirect marketing of any investment business relating to or in connection with Best Leader or any group company, associate and / or related company. Such information may be transferred to a place outside Hong Kong.

百丽会把客户的个人资料保密，但按实际情况和需要可能提供给下列机构 / 人士：

Best Leader ensures your personal information is secured with exception of disclosure to the following organization(s) or party(ies):

1

百丽其他公司包括全资拥有的附属公司或附属公司的联营公司或百丽集团属下的董事、职员等名义的全资或部份拥有的公司；

Directors, officers of any subsidiaries who are wholly-owned and / or partly-owned and / or associated with Best Leader Financial Group;

2

为客户处理相关业务的代理人及第三方服务供应商包括：结算所、专业服务公司、金融机构、电脑系统服务商、电讯系统支援服务，作为完成客户服务的必要手续；

Any agents for customer service(s) and / or third party service provider(s) for the purposes include any clearing house(s), professional service companies, financial institution(s), IT systems services provider(s), telecommunications systems support(s) for carry out customer services;

3

有关或监管百丽任何业务的任何监管或政府机构；

Any regulatory and / or governmental authorities which relates to or govern any business of Best Leader; and

4

根据保密责任百丽视为适当或合适的人士，包括百丽金融集团的成员公司及其雇员。这些授权人士必须把客户的个人资料保密。

Any individual that Best Leader considers as appropriate or fit, including without limitation of any member of Best Leader Financial Group and our employees under a duty of confidentiality.

根据条例中的条款，客户均有权要求百丽更正有关客户的任何不实资料及以书面方式要求我们终止使用其个人资料作直接或间接市场推广用途。唯百丽有权就处理根据条例中的条款而提出索取或更正资料的要求而收取合理的费用。

In accordance with the terms of the policy, you have the right to request Best Leader to correct any inaccurate data and / or to cease from using your personal data for direct and / or indirect marketing purpose by writing. Best Leader has the right to charge a reasonable fee for achieving and / or processing of any data access request in accordance with the terms of the policy.

任何查询或申请有关其个人资料，可填妥由香港个人资料 (私隱) 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百丽注册办事处之法律及合规部。

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 Best Leader Compliance Department.

CLIENT INFORMATION FORM

FOR INDIVIDUAL | JOINT | CORPORATION

客 户 资 料 表 格

请小心及正确填写以下表格，为确保此表格内之资料正确无误，本公司职员或代表可能要求您（们）出示证明文件及提供该等文件之副本予本公司。
Please fill in the following form carefully, to ensure that information on this form is correct. The company employees or representatives may require you to provide documents and copies of such documents to the company.

帐户选项 - Account Settings

基准货币 - Base Currency

美元 USD 港元 HKD 人民币 RMB

手续费 - Charge

内部使用 - For Internal Use Only

帐户号码 - Account No.

客户主任 / 介绍人 - AE / IB

个人或联名户口 - Individual or Joint Account

主要申请人 - Primary Applicant

中文姓名

English Name

性别 - Sex

男 - Male 女 - Female

证件 - Document

身份证 - ID 护照 - Passport

证件号码 - Document No.

国籍 - Nationality

出生日期 - Birth of Date

住宅地址 - Residential Address

手机 - Mobile No.

电邮地址 - E-mail Address

职业 - Occupation

办公电话 - Office Phone No.

第二申请人 - Second Applicant

中文姓名

English Name

性别 - Sex

男 - Male 女 - Female

证件 Document

身份证 - ID 护照 - Passport

证件号码 - Document No.

国籍 - Nationality

出生日期 - Birth of Date

住宅地址 - Residential Address

手机 - Mobile No.

电邮地址 - E-mail Address

职业 - Occupation

办公电话 - Office Phone No.

收款指示 - Payment Instruction

帐号 - Account No.

银行 - Bank

银行地址 - Bank Address

国家及省份 - Country & Province

市 / 县 / 区 - City / County / Area

分行 / 支行 / 营业处 - Branch

汇款编号 - Swift Code

就业情况 - Employment

学生 - Student 受雇 - Employed 自营 - Self-employed 待业 - Unemployed 退休 - Retired 其他 - Other

年收入 (美元) - Annual Income (US Dollars)

≤US\$30,000 US\$30,001 – US\$60,000 US\$60,001 – US\$90,000 ≥US\$90,001

投资经验 - Investment Experience

债券 - Bond 基金 - Fund 证券 - Securities 期货 - Futures
 外汇 - FOREX 贵金属 - Precious Metals 其他 - Other

声明及确认 - Declaration and Confirmation

本人 / 吾等谨此声明，本人 / 吾等阅悉及同意客户协议书中的条款。

I / We hereby declare that I / we have read and agreed to terms of the Clients Agreement.

本人 / 吾等声明在客户资料表内的资料属真实、完整及正确。除非百丽贵金属有限公司接到书面更改通知，否则百丽贵金属有限公司有权为所有目的，完全依赖这些资料及声明。

I / We represent that the information on the Client Information Form is true, complete and correct.

Best Leader Precious Metals Limited is entitled to rely fully on such information and representations for all purposes, unless Best Leader Precious Metals Limited receives notice in writing of any change.

日期 Date

日期 Date

主要申请人签署 - Signature of Primary Applicant

第二申请人签署 - Signature of Second Applicant

公司决议摘录 - Certified Extract of Minutes of Resolutions

经 [REDACTED] (本公司) 的董事通过 :

Passed by the Directors of [REDACTED] ("the Company")

1

要求依照百丽贵金属有限公司客户协议中的条款开立及维持一个或多个交易帐户。

That a trading account or accounts pursuant to the terms of Best Leader Precious Metals Limited Clients Agreement will be opened and maintained.

2

授权 [REDACTED] 代表本公司阅读、了解及同意接受相关开户文件并填妥及签署客户资料表，并向百丽贵金属有限公司提交开户申请文件。

That [REDACTED] ("Authorized Representative(s)") be and is/are hereby authorized read and agree to be bound by the relevant account opening documents, and to complete and sign the Client Information Form, and deliver the same to Best Leader Precious Metals Limited on behalf of the Company.

3

授权 / 任命帐户执行人 (臚列于 "被授权人士及签署安排") 代表本公司管理 / 操作本公司在百丽贵金属有限公司开立及继续开立之贵金属保证金交易帐户。对百丽贵金属有限公司与本公司而言，百丽贵金属有限公司与帐户执行人双方为进行上述帐户的交易而安排的交易方式 / 交易协定已被本决议通过。

That "Authorized User(s)" (listed on "Authorized User(s) and Signature Arrangement") acts on behalf of my company and is / are hereby authorized to handle / due / arrangement the Bullion Margin Account. There is already an agreement between Best Leader Precious Metals Limited and Authorized User(s) on communication and transaction execution, which has been proved by the board.

4

董事会的任何决议副本，如获通过该决议的会议的主席及本公司秘书或其他一名董事两者中任何一人核证为正确，则对百丽贵金属有限公司与本公司而言，该副本为该等决议已被通过的不可推翻证据。

That a copy of any resolution of the board of directors if purporting to be certified as correct by the chairman of the meeting at which such resolution was passed and by either the secretary or one other director of the Company shall as between the Best Leader Precious Metals Limited and the Company be conclusive evidence of the passing of the resolution so certified.

5

董事会的任何决议副本，如获通过该决议的会议的主席及本公司秘书或其他一名董事两者中任何一人核证为正确，则对百丽贵金属有限公司与本公司而言，该副本为该等决议已被通过的不可推翻证据。

That a copy of any resolution of the board of directors if purporting to be certified as correct by the chairman of the meeting at which such resolution was passed and by either the secretary or one other director of the Company shall as between the Best Leader Precious Metals Limited and the Company be conclusive evidence of the passing of the resolution so certified.

被授权人士及签署安排 - Authorized User(s) and Signature Arrangement

获授权人士资料 - Particulars of Authorized User(s)

英文姓名 - English Name

中文姓名 - Chinese Name

身份证 / 护照号码 - I.D./Passport No.

职位 - Position

地址 - Address

签字式样 - Specimen Signature

英文姓名 - English Name

中文姓名 - Chinese Name

身份证 / 护照号码 - I.D./Passport No.

职位 - Position

地址 - Address

签字式样 - Specimen Signature

英文姓名 - English Name

中文姓名 - Chinese Name

身份证 / 护照号码 - I.D./Passport No.

职位 - Position

地址 - Address

签字式样 - Specimen Signature

公司印章 - Company's chop

会议主席 - Chairman of the meeting

只供参考，并非签署安排的部份
For reference only, not part of Signing arrangement

秘书 / 董事 - Secretary / Director



BEST LEADER
BEST LEADER PRECIOUS METALS LTD

Our vision Your future