



**BEST LEADER**

BEST LEADER PRECIOUS METALS LTD

百麗貴金屬有限公司 - 客戶協議書

**CLIENTS AGREEMENT**

Client A/C No.

客戶編號\_\_\_\_\_



# CLIENTS AGREEMENT

客 戶 協 議 書

## 注意事項 - Notice

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簽署客戶資料表前，請小心閱讀整份協議。如有需要，應就本協議的內容及其影響尋求獨立的法律意見。

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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貴金屬買賣涉及潛在的利潤與損失，若買賣情況不利，損失有可能超過最初保證金的金額。貴金屬買賣的價位波動受全球性的多種因素所影響。這些因素許多是難以預計的，貴金屬價格的劇烈波動可能導致投資者無法把失利的買賣結算。百麗貴金屬有限公司的職員雖然不斷注意市況，但他們並不能作出任何預測準確性的保證，也不能保證任何損失不超過一定的金額。

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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百麗貴金屬有限公司的保證金政策，以及執行交易的機構 / 清算所的政策可能要求客戶提供追加資金以便維持其保證金帳戶。客戶有義務滿足這類保證金要求，否則將可能帶來未平倉合約的清盤及相應的損失。另外百麗貴金屬有限公司還保留拒絕接受定單的權利或提供市場對沖。

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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百麗貴金屬有限公司透過貴金屬場外交易市場從事投機、購買或賣出貴金屬現貨。而場外交易市場的業務並不在有組織的市場交易，所以不需公開喊價。儘管許多以電腦為基礎的系統提供報價和實際價格，這二者可能因為市場不流動性而有所差異。許多電子交易設施是由以電腦為基礎的系統來支援進行交易下單、執行、匹配的。與所有設施和系統一樣，它們有機會受到臨時故障的影響。客戶收回某些損失的能力可能受限於系統提供者、市場、銀行及 / 或金融機構設定的責任限度，這些限度可能不盡一樣。

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.

本協議於二零 年 月 日簽訂。協議的其中一方為百麗貴金屬有限公司（以下簡稱「百麗」）為一家貴金屬交易商，百麗之註冊辦事處於香港九龍灣宏照道33號國際交易中心21樓2109-11室，而另一方（「客戶」）之名稱、地址及詳情則載於客戶資料表中。

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.

## 鑒於 - WHEREAS

- A 客戶願意在百麗開立一個或多個帳戶，以供客戶進行貴金屬現貨交易（包括惟不限於本地倫敦金及本地倫敦銀等）（「貴金屬」）。而為此目的，客戶要求百麗維持其在百麗處開設之一個或多個帳戶，並執行客戶之貴金屬現貨買賣指令。  
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 百麗同意按下列條款及條件，不時應客戶的要求並由百麗自行決定讓客戶開立一個或多個帳戶，並接受及維持該（等）以名稱、號碼或以其他方式開立的帳戶，百麗並同意執行由客戶發出或授權之所有貴金屬現貨買賣指令。  
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.

## 雙方茲協定如下 - NOW IT IS HEREBY AGREED as follows

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### 詞彙釋義 - DEFINITIONS AND INTERPRETATION

於本協議中，除非文義另有所指，否則下列詞語有以下涵義：

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

#### 本協議 - Agreement

指本協議，及以附錄形式登載可不時作出修訂或補充之客戶資料表及客戶補充協議。

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

#### 帳戶 - Account

指依據第5條款，現時或將來以客戶名義在百麗開設之任何買賣帳戶；

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

#### 客戶 - Client

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

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;

#### 所需保證金 - Required Margin

指百麗不時自行決定要求客戶存入的按金。該等保證金須於發出買賣指令前存入百麗，作為對所有貴金屬現貨交易的擔保；

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;



#### **附加保證金 - Additional Margin**

指百麗認為應增收客戶的按金。此等保證金是作為在客戶透過百麗進行的任何或所有貴金屬現貨交易時進一步的擔保；

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;

#### **書面 - In Writing**

包括書寫、印製、平版印刷、照片、打字、電報及電傳訊息、圖文傳真傳送及任何一種及各種其他可以見到、可以辨別及非暫時性以轉載文字或數字之形式。而百麗亦可透過其網站地址作出任何公佈；

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**

所有引薦業務及 / 或客戶給予百麗的人士或組織或公司。

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

#### **工作日 - Working Day**

指百麗之營業日；

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

#### **網站地址 - Website Address**

百麗之網站地址www.leader008.com, www.blpm.hk 或百麗公佈之官方網站。

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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標題僅為方便參閱或引述之用，並不影響本協議之涵義及詮釋。

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

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除非另有註明或文義另有規定外，本協議內述及之條款及附錄乃指本協議之條款及附錄，述及之法律或法規包括不時經過修訂、延展或重新頒布之法律或法規，述及之單數亦包括複數在內（反之亦然），男性或女性字眼包括兩種性別在內，而述及之人士則包括公司在內。

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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#### **適當授權 / 資格 - DUE AUTHORITY / CAPACITY**

##### **4.1**

個人客戶茲保證本身為成年人，具備足夠資格，在法律上有行事能力可有效簽訂本協議；而商號或公司客戶茲保證本身為正式組成及註冊。客戶同時保證本身有權訂立協議及一切附帶及 / 或據此訂立之合約；而在任何情況下，本協議及該等合約均對客戶構成具有法律約束力及須予履行之義務。

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**

百麗保證本身為一間根據香港法例第32章公司條例正式註冊之有限責任公司，並有權訂立本協議。

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.

## 帳戶之操作 - OPERATION OF ACCOUNT

### 5.1

客戶茲指示而百麗茲同意以客戶名義開立及維持帳戶，以便按照本協議之條款及條件出售、購買、投資、兌換或以其他方式處理及以一般形式買賣各類貴金屬。

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

如果客戶將交易授權或對其帳戶的管理交予中介人，百麗將絕不對客戶作出的選擇負責或對此作出任何推薦。百麗不對有關交易中中介人作出任何聲明或保證；百麗不會因為交易營業代表的行為而對客戶產生的損失負責；百麗不對交易中中介人的運作方式作出任何隱含或直接的背書或批准。如果客戶授權中介人管理其帳戶，客戶自己承擔風險。

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 endorses 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

客戶同意並聲明其本身充分了解貴金屬買賣所涉及的風險，並確知其向百麗發出的指令，可能會受當時情況影響而無法執行（尤其是結算所持合約而訂立相配合約的指令）。客戶同意所有與本合約有關的損失由其承擔，百麗毋須對任何與本合約有關的損失負責，除非該等損失是由於百麗處理失當或顯著疏忽所致。

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.

## 財務審查 - FINANCIAL CHECK

### 6.1

客戶以不可撤回方式授權百麗對其進行信用查詢或審查，以確定客戶之財政狀況及投資目標。而客戶亦同意百麗的僱員或其代表獲得不可撤回之授權可隨時聯絡任何人士（包括惟不限於客戶之往來銀行或經紀或任何信用貸款評審機構）以查核客戶資料聲明內所載之任何資料。如果客戶以書面形式向百麗作出請求，客戶可被允許複印上述記錄，費用由客戶承擔。

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

客戶向百麗保證所披露的財務訊息準確地表達了客戶目前的財務情況。客戶聲明並保證其已非常仔細地考慮了客戶資產中可為風險資本的部分。客戶保證及聲明風險資本是指如此金額的資金，即客戶願意將其投入風險之中，且即使損失也不會對客戶的生活方式帶來任何改變。如果客戶的財務狀況發生變化以致降低客戶的淨值、流動資產及 / 或風險資本，客戶同意立即告知百麗。

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.

## 買賣 - TRADING

### 7.1

客戶聲明是為自己進行買賣。

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

### 7.2

百麗可以與客戶部分或全部的買賣指令進行對盤及 / 或下達市場。百麗獲授權按照客戶的口頭、書面或電腦指令向對手方如銀行、機構或資深參與者為客戶帳戶進行場外買賣。除非客戶以書面形式作出反對，否則百麗獲授權跟百麗認為適合之對手方如銀行、機構或資深參與者執行所有訂單。

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

如事前獲百麗批准，百麗之任何僱員及其代表可以為本身利益訂立買賣合約。

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

客戶發出的任何指令，可能在有關的市場直接執行，或可能透過與任何人士或在任何市場進行買賣以執行之，亦可能透過任何代辦人、經紀或往來人士或公司間接執行而毋須通知客戶。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

客戶確知貴金屬現貨買賣價格因機構而異，而且分秒變動，並承認即使按照公佈的價格，亦可能無法成交。因此，客戶同意，接受百麗不時開報的價格為當時所能取得的最佳價格。

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

客戶在此承認並同意下述情況有可能出現，即與百麗相關的某一營業人員、董事、關聯機構、關聯人、僱員、其代表、銀行或銀行僱員、交易商及百麗本身可能是客戶帳戶所進行的交易的對手當事人或經紀。客戶在此同意進行上述交易，僅有的限制是有關執行買賣定單的銀行、機構、交易所或交易委員會的任何可能的條例或規定，或其他監管機構的任何可能的限制與條件。

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

客戶應遵守及接受百麗不時規定或更改之一切規則、所需求之保證金金額、交易事實、下單時間表及 / 或其他有關貴金屬買賣之事項。

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

一切有關任何交易或合約之稅項、徵稅、費用或其他支銷及開支，概由客戶全部承擔，而客戶須保障百麗完全毋須支付此等款項。

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

客戶可從其保證金帳戶中提取款項，惟須以書面通知百麗其提款意願。百麗收到通知後將在兩個工作日內安排付款予客戶。客戶提取之款項不得超過上述帳戶之結存減去必需保證金及百麗接獲客戶通知當天客戶未平倉合約之浮動虧損總額。

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

客戶可以透過書面或口頭（以電話或實際接洽）或電傳發出執行合約之指令。未得百麗書面同意或確認，指令一經發出即不得撤銷或撤回。百麗有權信賴及以誠信態度合理相信乃由客戶所發出之任何指示、指引、通知或其他通訊，而客戶同意就百麗因信賴上述事項而引致之虧損、費用及支銷（包括惟不限於法律費用及或帳務管理公司之費用）向百麗作出賠償保證及保障百麗不會因此蒙受損失。

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

### 密碼及錄音 Password and Recording

#### A

客戶可要求百麗給予一個特定交易密碼（「交易密碼」）作為登入交易平台或識別身份之用途。客戶承諾將交易密碼絕對保密，並對任何意外或故意或未經許可向任何第三者泄露交易密碼負上全部責任。任何人士如能向百麗提供該交易帳戶的交易密碼，此人士將被視為已授權並對客戶具有不可推翻的約束力。客戶確認交易密碼有被未經授權人士盜用或作未經授權用途之風險，並同意完全承擔該等風險及全面賠償百麗因該等風險而引致之一切後果。客戶如獲悉或懷疑交易密碼經泄露予任何未經授權之人士或有任何未經授權之指示被發出，則須立即通知百麗。

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

客戶必須將密碼保密存放，確保第三者無法取用交易設施。客戶同意對所有經電郵傳送來的指示和對所有經由電郵、口頭或書面向百麗發出的指示確實負責，即使是由第三者發出，這些指示已和客戶密碼和帳戶號碼認證，根據百麗的判斷相信是客戶表面授權。百麗並沒有責任對這個表面許可權作進一步查詢，也沒有責任因為依據這些指示或表面許可權所採取的行動或不採取行動所造成的後果負責。

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

雙方同意百麗與客戶在業務過程中記錄於百麗操作之中央錄音系統內之任何電話談話，即為任何所記錄買賣指令之最終及確定證據。

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

接受客戶發出買賣指令之電話號碼由百麗以書面指定，並可不時予以更改。該更改事宜由百麗發出通知之日或百麗在其網站地址公佈時起才生效。

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

在任何情況下，客戶有可能被要求減少其未平倉合約的數目或將其與百麗訂立之未平倉合約平倉。

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

## 7.13

除客戶之強制平倉指示外，百麗並無任何責任進行任何特定交易，惟該強制平倉指示之執行須不受送達百麗之司法或行政命令或對客戶提出之任何破產或清盤申請所禁止。倘任何有關帳戶內之資金不足或倘百麗相信有關行動可能令致百麗或客戶觸犯任何法律、規則或規例，則百麗並無任何責任按照有關指示行事。倘百麗酌情拒絕接受客戶之任何指示，百麗將會通知客戶，惟百麗於任何情況下對客戶因百麗拒絕按該等指示行事或遺漏通知客戶所蒙受或引致之任何虧損、喪失利潤或收益、損害、負債、費用或支銷，一概不承擔任何責任。

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

百麗被授權按照客戶的電腦或錄音電話指令或向對手為客戶的帳戶進行場外市場買賣。百麗有權訂定限制客戶每次下單的總數。百麗有權限制客戶獲得或持有的未平倉合約的金額及 / 或總數。百麗將努力按照客戶電腦或錄音電話的指示執行其選擇接受的定單。百麗有權拒絕接受任何定單或保證市場對沖。但是，百麗將不負責任何百麗不可直接或間接控制的事件、行為、遺漏或疏忽造成的損失或損害，這種情況包括但不限於任何由於傳輸或通訊設施故障造成的定單或資訊傳輸的延遲或不準確帶來的損失或損害。

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

## 風險披露聲明 - RISK DISCLOSURE STATEMENT

### 8.1

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

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

### 8.2

因為貴金屬交易的風險因素很高，只有真正的「可承受風險」資金可以用於這類交易。如果客戶並無盈餘資金可供損失，客戶不應在貴金屬市場上交易。

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

客戶承擔投資於槓桿或非槓桿的交易是投機性的，涉及高度風險，只適合於能夠承擔超過其保證金存款損失風險的人士。客戶理解由於場外市場交易通常要求的保證金較低，場外市場的價格變動可能帶來相當大的損失，該損失可能超過客戶的投資和保證金存款。客戶保證其願意且能夠在財務上或其他方面承擔場外市場交易的風險，客戶同意不因其遵循百麗或其僱員或其代表作出的交易推薦，或建議而造成的交易損失追究百麗的責任。客戶認識到保證場外市場交易的盈利或不受損失是不可能的。客戶承認其未從百麗或其僱員或其代表或客戶與之打交道以進行百麗交易的實體之外獲得這類保證，並且未根據任何上述保證來訂立本協議。

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

以保證金為基礎的場外市場貴金屬交易是金融市場上最具風險的投資方式之一，且僅適合於有經驗的投資者和機構。在百麗開立的帳戶允許客戶以很高的槓桿比率（可高達客戶帳戶資產的一百倍，槓桿比率可由百麗不時修改或者按照其他適用的規例）進行貴金屬交易。鑒於存在損失全部投資的可能性，在貴金屬市場進行投機的資金必須是風險資本金，其損失將不會對客戶個人或機構的財務狀況產生太大影響。

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

在場外交易市場上，百麗不僅於進行交易所場外交易，而更可能是客戶交易的對手。客戶有可能在這種情況下平倉，而評定價值來確定公平價值價格或評估風險暴露會很困難或不可能。鑒於這些原因，這類交易可能涉及更大的風險，而場外交易可能受到較少的監管或受管於單一的監管體系。因此在開始交易之前，客戶應該瞭解適用的規定和伴隨的風險。

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

在使用外幣交易中，如果有必要進行貨幣兌換的話，客戶的盈利或損失將受到匯率變動的影響。

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

由於百麗不能控制信號能力，信號通過互聯網的接收和路由，客戶設備的結構或聯接的可靠性，百麗不對互聯網上交易中出現的通訊故障，失真或延遲負責。

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

大部分公開報價和電子交易的設施是由以電腦為基礎的系統來支援進行交易下單、執行、匹配、登記和清算的。與所有的設施和系統一樣，他們易受到臨時故障的影響。客戶收回某些損失的能力可能受制於系統提供者、市場、清算以及 / 或會員公司設定的責任額度。這些額度可能是不一樣的。

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

在某一電子交易系統的交易可能不僅不同於公開報價市場的交易，也不同於在其他電子系統的交易。如果客戶在某一電子市場從事交易，客戶將面臨與該系統相關的風險，包括硬體和軟體的故障。系統故障可能造成客戶的定單難以按照客戶的指示執行或根本不能執行。

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

百麗將不負責任傳輸或通訊設施故障、電力短路或任何其他百麗所不能控制或預計的原因帶來的指令傳輸的延遲。百麗將僅對直接因為百麗的過失、蓄意過錯或欺詐造成的行為負責。由百麗按本協議僱用的任何僱員或其代表的過失所引起的損失，百麗將不負責。

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

市場狀況（例如流動性）以及、或某些市場的運作條例（例如由於價格限制斷路器造成的任何貴金屬暫停交易）有可能增加損失的風險，因為完成交易、平倉或鎖倉已經變得很困難或不可能。而基礎利益與貴金屬正常價格關係可能不復存在，缺乏基礎的相對價格可能使得評判“公允”價格難以進行。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

當某些報價或成交價錯誤發生時，百麗將不會為此等錯誤所導致帳戶內的保證金不足、餘額、盈虧、及 / 或持倉而負責。這些錯誤包括但不限於：交易員的錯誤報價、非國際市場價之報價，或是任何報價錯誤（例如：硬體、軟體或網路之問題，或是第三者所提供之錯誤資料）。下單時預留足夠的時間執行訂單和系統計算所需保證金的時間，訂單的執行價格或訂單設定和市場價格過於接近的話，可能會觸發其他訂單（不論是那種訂單類型）或發出保證金提示。百麗不會對由於系統沒有足夠時間執行訂單或進行運算所產生的保證金提示、帳戶結餘或帳戶倉位負責。上文不得視作內容盡列，一旦發生報價或執行錯誤，百麗保留取消及 / 或更正報價錯誤所引致及 / 或所衍生於帳戶內相對交易的絕對權力。任何有關報價與成交錯誤之爭執只能由百麗完全自主決定解決。若因此帶來任何損失、損害或責任，客戶同意予以賠償使百麗不受損害。

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

客戶確認貴金屬交易的現貨價格乃因機構而異，並且隨時於分秒間出現變化，原因包括（但不限於）資料傳送上存在時差，故有時甚至不能根據所公佈的價格進行交易。因此，客戶同意接受百麗不時提供予客戶的價格，乃當時所能取得之最佳價格。

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

如果過去客戶只曾投資於低風險的投資工具，客戶可能需要在正式買賣之前學習貴金屬交易。客戶需要認識到假如在交易貴金屬時市場走勢並不如客戶所預料時，客戶有可能損失所有存放在百麗作為初始保證金的資金。如果客戶希望繼續客戶的投資，客戶必須確認客戶的資金是純風險資本金，這些資金的損失並不會危害到客戶的生活方式或損害客戶的未來退休計畫。此外，客戶完全明白貴金屬投資的性質和風險，客戶在投資時承受的損失不會影響到第三者。

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

## 保證金規定 - MARGIN REQUIREMENTS

### 9.1

客戶須向百麗存入保證金，金額由百麗不時指定，而存入之貨幣及時限須為百麗所接受者。客戶在百麗之總帳目於任何時候均以該帳戶之指定合約價值交收及結算。

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

客戶在向百麗發出所有買賣指令前，必須先存入規定之最低存款。在進行所有買賣交易前，客戶須確保在百麗存有百麗不時規定之必需保證金，以確保其合約承諾能夠適當及準時履行。只要帳戶尚有未平倉合約（即尚未交或收的貴金屬現貨以完成合約，或合約尚未平倉），則客戶之帳戶內在什麼時候均存有足夠的保證金額，以維持其帳戶的必需保證金水平。倘維持保證金額出現不足，則客戶須立即存入追加保證金，以百分之百補足規定之金額，惟客戶不得遲於百麗指定的時間存入該追加保證金，否則百麗可全權決定採取其認為適當之行動（包括惟不限於結束所有或部份與客戶進行或以客戶名義訂立之合約），以保障其利益。在該等情況下，倘客戶持有不同時間訂立之未平倉合約，百麗有權選擇將與其交易或代其執行的合約在沒有得到客戶的同意時強制平倉，並決定強制平倉次序。該等行動將作為猶如遵照客戶正式向百麗發出之適當指示而作出，對客戶具約束力。客戶以不可撤回方式，接受百麗在採取上述行為時沒有任何責任或義務使客戶減少或免受損失。客戶須負責全面賠償百麗因進行強制平倉交易及/或因客戶無法提供現金、證券及/或其他抵押品作為保證金而引致百麗蒙受之虧損及任何費用與支銷（包括惟不限於法律費用及/或帳務管理公司之費用等）。客戶並負責賠償其在百麗的任何帳戶內出現之任何虧欠款項。

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

儘管存入額外款項以保持追加保證金額之要求經已發出，百麗仍可以隨時行使其根據上文第9.2條款享有之權利。客戶茲確認貴金屬市場可於極短時間內大幅波動，而所有存款可能會被耗盡甚或出現超額虧損，客戶並有責任及務必經常留意市況，並及早準備充足現金以備應用，客戶須就任何交易上自行作出判斷及決定。百麗茲聲明而客戶亦確認，百麗之僱員或其代表等概不獲授權以百麗名義向客戶提供任何有關貴金屬買賣之說明或意見，即使作出該等意見，亦僅屬其個人意見，並不屬於有關僱員或其代表等之授權及職責範圍。客戶確認、承認及聲明無論在任何情況下，客戶均不得就由於其信賴該等意見而引致之任何損失，要求提供意見者或任何其他人士負責。客戶確認百麗提供予客戶之任何買賣建議及/或市場或其他資料，並不構成客戶所信賴之意見或出售任何貴金屬之建議或徵求購買任何貴金屬之建議。百麗對任何該等建議及資料概不負責。雖然該等建議及資料乃以百麗相信為可靠之來源所得資料作為依據，惟其可能並不完善、可能未經核實及可能未有通知客戶而作出更改，而百麗對此或客戶之交易在財務或稅務上之任何影響概無作出任何說明、擔保或保證。

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

倘百麗本身酌情認為需要，或百麗確定需要增收附加保證金，在客戶同意接到要求時，向百麗處存入該附加保證金，惟即使已作出增收附加保證金的要求，百麗仍可隨時行使其在上述第9.2條款所列的權利，自行決定隨時更改保證金金額。任何以往的保證金金額，均不能作為先例，而新訂的金額一經訂立，即可適用於受更改影響的現有及新訂合約。

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

客戶無權享有客戶所付款項及 / 或以存款、保證金或擔保或作任何用途之形式或全部或部份來自客戶的保證金抵押品所產生之任何利息及 / 或股利或其他利益。任何由此獲得之利息及 / 或股利或其他利益概歸百麗所有。

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

客戶須按要向百麗支付有關帳戶之購買、出售及其他交易之佣金（包括經紀佣金）、顧問費及其他報酬，費用率由百麗不時通知客戶或按百麗規定適用於帳戶之其他費用率。百麗有權在獲全面賠償之保證下從帳戶中扣除根據本條款須付之全數佣金連同所有關於帳戶或任何衍生之印花稅、銀行收費、過戶費、登記費、利息、徵費及其他支銷、應收款項、在帳戶內或為帳戶或有關該等貴金屬、應收款項、款項或抵押品所進行之交易而持有之款項或抵押品。倘帳戶結存款項不足或客戶違反任何責任，則客戶須於接獲要求時立即在作出全面賠償之保證下向百麗付還百麗聘用任何僱員或其代表之一切費用及支銷，以及百麗、其僱員或其代表就有關以客戶名義進行之交易及向客戶提供之服務所引致之任何其他支銷。有關客戶支付之利息、佣金、支銷及其他酬金之計算基準，將不時以結單或透過百麗網站地址通知客戶，而客戶亦同意百麗有權按情況隨時更改所有有關利息、佣金、支銷及其他酬金。

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

若客戶的帳戶出現虧欠，百麗將據此虧欠收取合理的利息及費用，此等利息及費用為百麗一般向客戶所徵收的，以全數補償其提供的方便及額外服務（包括一切託收手續及合理的法律費用）。在百麗提出要求時，客戶須即時清償拖欠百麗的所有債務。

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

客戶的帳戶出現虧欠，百麗將據此徵收利息，利息以當時香港上海匯豐銀行有限公司不時規定之最優惠貸款利率加3%計算。

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

如果客戶的帳戶至少有一年沒有由客戶發出的活動，客戶將需繳付不動帳戶行政費五十美元或客戶的帳戶餘額，以較低者為準。如果符合上述條件，客戶將需於其後每年繳付該費用。如客戶被評為需支付該費用，而客戶的帳戶餘額變為零，並且維持零帳戶結餘連續六個月，客戶的帳戶將會被自動關閉。該費用可根據百麗全權及絕對酌情權而更改。

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

### 交易價格及利息之計算方法及程序 - TRADE PRICES, INTERESTS, CALCULATION METHODS AND PROCEDURES

百麗在市場上出售客戶之未平倉合約時，參考其他金融機構或報價資訊在交易時間內當時所報之現價決定貴金屬價格，客戶承認現價可因不同機構而異。另百麗徵收或支付之利息將參照當時市場息率，而客戶同意百麗擁有最終決定權。

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

### 資金 - FUNDING

#### 12.1

倘客戶未能或不願意在百麗要求結算之日結算合約，百麗可（但沒有義務）為客戶提供墊款，墊款方式為直接結算整份合約或其中部份，而客戶同意在百麗索償時，以帳戶之指定貨幣償還該筆墊款（匯率由百麗指定。百麗只須在誠信善意的基礎上指定匯率，而毋須提供最佳利率。），另加墊款利息。利息以當時香港上海匯豐銀行有限公司不時規定之最優惠貸款利率加3%計算，自墊款日起至完全清償款項當天止，逐天以單利率計算。

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

除上述事項外，以下情況亦須收取利息，利率則如上文所訂

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

#### A

所需保證金或附加保證金中尚未以現金繳付或存入的任何部份；  
any part of Required Margin or Additional Margin not paid or deposited in the form of cash;

#### B

應付予百麗而未付的任何款項。  
any amount due to Best Leader and remain outstanding.

### 12.3

本條款的規定，不應理解為百麗須向客戶提供上述墊款的義務，亦無損於百麗按本協議、各合約或根據法律、衡平法或慣例向客戶或任何其他人士行使的權利及可索取的補償。

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

### 結算、調撥及資金轉帳授權 - SETTLEMENT, APPROPRIATIONS AND MONEY TRANSFER AUTHORISATION

#### 13.1

帳戶在結束時結存之款項，須於百麗收到有關指示後兩個工作日內退還客戶。

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

即使百麗之業務出現任何變化或由其他人繼承，本協議之所有條款仍保持有效，而在客戶逝世後，本協議之所有條款對其遺產代理人（或如客戶為公司，則對其繼承人及承讓人）仍具約束力。百麗可自行決定結束全部或任何帳戶而毋須等待委出客戶之遺產代理人，亦毋須通知任何委任之遺產代理人（指如有而言）。

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

若客戶帳戶全部結束後帳戶中沒有存款或出現虧欠，將視同本協議被終止（惟無損任何在終止前應享之權利或因終止本協議而應享有之權利）。

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

客戶同意百麗可在任何時間根據百麗判斷，將客戶個人或與他人持有的帳戶內任何款項、貨幣、商品或其他財產，轉出至客戶在百麗或其他的金融機構開立的另一帳戶內，而不需要事前通知客戶。

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

倘客戶未能遵守本協議內之任何條款，不論百麗是否按本協議規定終止協議，百麗均有全權自行作出選擇，將客戶託管或存於百麗處之全部或任何物業及資產以百麗認為合適的代價及形式出售（不論公開或私人形式）、變現或處置，以完全或局部為客戶帳戶斬倉，或為客戶帳戶進行對沖買賣；百麗毋須事先要求客戶補倉或向客戶發出通知，而一切引致損失之風險，概由客戶承擔。在百麗提出要求時，客戶須即時支付其任何帳戶中虧欠之款項，不論該等虧欠之原因為何；客戶亦須同意倘因其違法或不履行義務而使百麗遭受任何損失、索償或損害，客戶將對百麗作出全面賠償。百麗執行本條款所列之任何權利，不得導致帳戶中之任何虧蝕或欠款獲放棄追討、撤銷或清償。

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).

## 資料及保密 - INFORMATION AND CONFIDENTIALITY

### 14.1

客戶支付百麗所要求收取之費用後，百麗須按客戶不時作出之合理要求寄發有關帳戶之資料。

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

執行客戶指令之確認書及帳戶結單為有關事宜之結論；倘客戶於有關資料寄予客戶之後五個工作日內不以書面提出反對，則視為其已獲客戶接納。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

客戶茲明確確認及同意，百麗可根據適用之法律、規例、規則及慣例向其他有關機構提供有關客戶或帳戶之詳細資料，以協助調查或查詢。客戶茲以不可撤回方式授權百麗毋須另行通知客戶或獲得客戶同意即可向其他有關機構披露百麗所擁有而就此用途所需之一切資料及向該等機構提供一切所需文件（或其副本），包括惟不限於客戶之姓名及最終受益人身份，以及百麗所知的客戶當時之財政狀況。客戶不得以任何方式要求百麗對上述披露所引致之任何後果負責，而客戶亦須於接獲要求時全面賠償百麗就此所引致之一切費用及支銷（包括惟不限於法律費用及／或帳務管理公司之費用等）。

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.

## 不履行合約 - DEFAULT

### 15.1

為執行本協議及進行任何貴金屬買賣而言，下列任何事項均足以構成不履行合約事件：

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

客戶延遲或未能遵守本協議的條款及條件或任何買賣合約的條款。

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

#### B

如客戶為個人或商號，則客戶或其任何合夥人：

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) 作出破產行為或遭他人申請其破產；

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

(iii) 神經失常或喪失訂立協議或合約的充分資格。

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

#### C

如客戶為公司，則客戶本身結束營業或清盤，或發生任何能導致結束營業或清盤的事件、決議、會議、申請或命令；

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.



對於所有客戶而言：In the case of all Clients:

- ( i ) 客戶之任何資產遭他人委任接管人予以接管，或客戶財產遭受任何扣押或執行；  
the appointment of a receiver over any of the Client' s assets or the Client suffering any levy or execution thereon;
- ( ii ) 客戶之任何債項應償還或到期時，客戶基於任何原因未能或停止清償；  
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 ) 客戶與債權人之間建議或執行任何協議計劃。  
there has been proposed or implemented any scheme of arrangements between the Client and his creditors;
- ( iv ) 客戶之任何戶口被懷疑或已經被判為不合法用途或被任可監管機構或政府進行調查。  
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

在發生任何不履行合約事件時，百麗享有的所有權利及補償即自動變成可以行使，而毋須向客戶發出任何通知。此等權利及補償包括但不限於出售抵押品、抵銷及合併帳戶、取消尚未執行的合約、將未平倉的合約平倉及自客戶帳戶中調撥或出售貴金屬之一切權利。

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

百麗在行使上述任何權利及補償時導致客戶有任何損失或損害，除非是由於百麗嚴重疏忽或蓄意失責而因此引致的直接及合理可預見的損失及賠償（如有）外，否則百麗一概毋須負責。

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).

# 16

## 抵押品、對銷及合併帳目 - SECURITY, SET-OFF AND CONSOLIDATION OF ACCOUNTS

### 16.1

不管本協議或百麗與客戶間訂立之任何其他協議內載有何種規定，客戶茲以不可撤回方式授權百麗在不給予客戶事先通知下可將帳戶內或為帳戶或客戶於百麗的其他所有或任何帳戶內持有之應收款項或款項用以對銷及從中扣除，以全數或局部抵償客戶或任何客戶集團公司欠負百麗或客戶和客戶集團公司在其他金融機構所開納之所有帳戶的任何欠款或債務（不論其性質是否主要、附屬、多個、共同或以其他幣值計算及不論是否與帳戶有關）  
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

在不損及第16.1條款之一般性效力下，倘客戶或任何客戶集團公司在交易處開設之帳戶超過一個，則百麗可隨時將所有或其中任何帳戶予以合併或綜合處理，並對銷或轉撥任何一個或多個帳戶內之結存款項用以償還任何其他帳戶欠負百麗或客戶和客戶集團公司在其他金融機構所開納之所有帳戶之任何性質的債務。

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

百麗對於客戶（作為實益擁有人）在任何帳戶內之一切財產、保證金、抵押品、股票、進帳或及結存款項（不論現時或此後任何時候記入）均擁有留置權或歸百麗佔有作任何用途，包括作為對百麗履行之一切義務及責任之抵押之保證。客戶同意簽立任何及所有所需文件，以使能將上述款項抵押予百麗。百麗特別獲授權可從客戶之保證金或抵押品中調撥款項，以彌補帳戶內之全數欠款，而毋須事先要求客戶補倉或向客戶發出通知。

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

## 債務及賠償保證 - LIABILITY AND INDEMNITY

### 17.1

百麗或其僱員或其代表對客戶或任何客戶集團公司因有關帳戶而採取之任何行動或未有採取之行動所引致之任何損失或損害，一概毋須對客戶負責，除非該等損失或損害乃因百麗嚴重疏忽或蓄意失責而因此引致的直接及合理可預見的損失或損害。

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

客戶跟百麗進行的交易並不是在交易所進行，一旦百麗破產，客戶向百麗追回有關存入資金或在交易賺取的利益，可能不會得到優先償還權。沒有優先償還權，客戶就是無抵押債權人，會在償付那些優先索償後才跟其他債權人獲得補償。

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

客戶同意，如果因為客戶未能完全與及時地履行其承諾或因其聲明或保證並不屬實或正確，而給百麗帶來了任何債務、損失、損害、成本或費用，包括律師費，客戶將對此向百麗其有關機構、僱員、繼承人、轉讓人或其代表予以賠償並使之不受損害。客戶同時同意立即支付給百麗在執行本協議任何條文時帶來的損害、成本與費用，包括律師費。此外，假如損失來自：

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

客戶的行為：客戶的行動或遺漏；

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

#### B

偽造簽名：所有帳戶或本協議有關文檔上的偽造簽名或未獲授權的簽名；

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

#### C

故障：系統故障、設備故障或系統中斷或系統脫供（不論是客戶或是百麗的設備）；

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

#### D

延遲：在實施任何指示時發生之延遲、故障或錯誤；和Delay:

Delays, failure or errors in implementing any instruction; and

#### E

資料：從客戶收到的不正確或不全的指示。

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

**一個以上客戶 - MORE THAN ONE CLIENT**

倘客戶超過一人：Where the Client consists of more than one person：

**18.1**

各人須共同及個別承擔有關責任及義務，而按文義所指，客戶可指其中任何一人或各人；  
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**

雖然任何其他客戶或任何其他擬受到約束人士基於任何原因以致不受上述約束，惟各人仍須受到上述約束；及  
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**

在不受影響任何其他客戶責任之情況下，百麗有權就任何事宜（包括解除任何程度之責任）與客戶另行交易。  
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.

**將帳戶進行買賣 - TRADING WITH ACCOUNT**

客戶同意不會亦不會聲稱將帳戶或任何抵押品、應收款項或帳戶內或為帳戶持有之款項（不論全部或部份）予以出售、賦予優先認購權或其以其他方式處理，亦不會（未得百麗同意）設立或容許維持對上述各項之抵押、典質或附有其他債務或任何產權負擔。

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.

**轉讓 - ASSIGNABILITY**

本協議之條款對立約各方之繼承人、承讓人及遺產代理人（如適用）均具有約束力及保障其權益，惟事前未得百麗書面同意，客戶不得將有關權利或義務予以出讓、轉讓、抵押或以其他方式出售。百麗事前毋須獲客戶同意或批准即可將其根本協議規定之權利及義務全部或部份出讓予任何人士。

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.

**個別條款效力 - SEVERABILITY**

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

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**

客戶明白任何回報保證均屬違法。此外，百麗不對任何由百麗僱員或其代表作出的指稱或保證負責。

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**

所有本協議下的交易均受轉於執行交易的對手機構或其他銀行間市場（及其清算組織，如適用）的憲章、細則、條例、規定、習慣、用法、裁決和解釋，並執行所有適用的普通法。如果此後通過的任何法令，或任何政府機構通過的任何條規，對百麗產生約束力，影響或衝突到本協議的任何條

款，受到影響的條款將視作被有關法令、條規變更或替代，而其他條款及變更後的條款將繼續完全有效。客戶承認本協議下的所有交易受轄於前述監管要求。

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

## 通知及修訂 - NOTICES AND AMENDMENTS

### 23.1

客戶同意所有根據或有關本協議而必須或允許發出通知、報表、結單、申請書及其他通訊文件可以送達至客戶的電子郵件或以預付郵資方式寄往本協議或客戶資料聲明內所載之地址及由註明之人士收件。所有寄予客戶之通訊及文件於百麗寄發後即視作已由客戶收取。

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

所有由客戶致百麗之通知、申請書及其他通訊，可以預付郵資方式寄往百麗不時指定之郵寄地址及註明「客戶服務部」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

除非協議另有明文規定外，任何對本協議之修訂，對其中任何條款之修改或豁免均須經百麗書面簽署方才生效。

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

客戶承諾如在本協議中所提供之資料有任何更改，客戶有責任於更改後三個工作天內通知百麗。

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

客戶在此同意，作為郵寄和電子郵件的替代，客戶的帳戶資訊與交易確認可經由百麗交易平台提供，客戶將通過百麗的交易平台登入帳戶查閱其帳戶資訊。百麗將公佈客戶的所有帳戶活動，客戶將可以獲得每日、每月及年度的帳戶活動報告（包括每項已執行的交易報告）。帳戶資訊可於客戶每一筆交易完成後不超過24小時之內獲得更新。在客戶的網上帳戶公佈其帳戶資訊將被視作遞交了交易確認和對帳單。任何時候，帳戶資訊將包括帶有票號的交易確認，買賣價格，使用的保證金，可進行保證金交易的數額，盈虧報告，以及所有未平倉合約和未完成下單指令，客戶可以在任何時候以書面方式通知百麗終止本項同意。

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

保證金催促將是終結性並有約束力的，除非立即以書面形式作出反對。作為郵寄交易確認的代替，百麗將向客戶提供互聯網上登入以便隨時查閱其帳戶。客戶的書面反對應寄往百麗網頁上提供的通訊地址，地址或會不時有所變更，請要求回郵收據。如未反對，則百麗在客戶收到上述報告之前



採取的所有行動將被視作已被批准。客戶未收到交易確認將並不解除其作出上述反對的義務。

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

有關徵收之利息、佣金、支銷及其他酬金之費率或金額，將會顯示於結單或於百麗各營業地點或網站地址公佈。

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

#### 客戶資料聲明 - CLIENT INFORMATION STATEMENT

##### 24.1

客戶向百麗聲明、保證、說明及承諾客戶資料聲明乃屬真實、完備及準確，倘其內所載之任何資料有任何重要改變，客戶有責任於更改後三個工作日以書面通知百麗。

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

客戶同意即時：

The Client agrees to promptly:

##### A

應百麗之合理要求提供有關客戶及其財政狀況之資料；

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

##### B

倘本協議內所作之任何說明及保證在所有主要方面不再真實及準確，則以書面通知百麗；

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

當發生第15條款指明之任何事件後即時通知百麗。

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

百麗並不監管中介人的活動，因此不會對中介人作出的任何聲明承擔責任。所有的中介人都不是百麗的職員或代辦人，他們的身份和百麗完全獨立。百麗和中介人直接的協議並不建立合資企業或合夥企業關係。

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

客戶瞭解並同意，如果客戶在百麗的帳戶是經中介人引薦而來，中介人可以訪問客戶的個人資料及其他有關客戶在百麗帳戶交易活動的資料，而中介人亦可以進入客戶的百麗帳戶，但中介人不得以客戶的百麗帳戶從事交易，除非客戶通過授權協議授權中介人代表客戶交易。

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

客戶理解並確認百麗可能對中介人引薦客戶給予報酬，此類報酬可能按照每筆交易或其他方式給予。這個給予中介人的報酬可能需要擴大給客戶的點差，即一個比百麗提供的一般正常價差為高的漲價。

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

對於客戶已經或將會從中介人或其他任何非百麗僱員處獲得的資訊或建議，百麗不能控制，也不背書或擔保其關於貴金屬交易的準確性或完備性。如果中介人或其他任何第三者向客戶提供任何關於貴金屬的資訊或建議，百麗將決不對客戶因使用上述資訊或建議帶來的損失負責。客戶理解中介人或各第三者，包括出售交易系統、課程、研究或推薦的出售人可能或未受政府機構的監管。

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

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

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戶提供貴金屬交易的資訊或建議，百麗絕不對客戶使用該資訊或建議帶來的損失負責。

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

客戶確認百麗及與其相關的任何人未就客戶帳戶未來的盈虧作出任何許諾。客戶明白貴金屬交易有很大風險，以及很多投資者在貴金屬交易損失了交易的金錢。客戶在本平台進行交易，將被視為該客戶已閱讀及明白百麗提供的風險披露資料。

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

對於客戶已經或將會從中介人或其他任何非百麗僱員外獲得的資訊或建議，百麗不能控制，也不背書或擔保其關於交易或有關交易風險的準確性或完備性。

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

百麗不背書或擔保中介人所提供之服務。由於中介人不是百麗的職員或代辦人，所以客戶有責任在享用其服務前應驗證、嚴格評估該中介人。

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

客戶承認 - Client acknowledges that

##### A

任何有百麗或其他任何公司內部人員向客戶提供的市場推薦和資訊並不構成一項購買或出售場外市場貴金屬合同的要約或招徠購買或出售未平倉的貴金屬合約；

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

此類推薦和資訊，有可能完全基於某一經紀人的意見，故這類資訊可能並不完善或未經確認；

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

##### C

百麗不就提供給客戶的任何資訊或交易推薦的準確與完備性作出任何保證，其不對此負責。客戶承認百麗及 / 或其主管、董事、關聯機構、關聯人、股東或代表有可能持有某些未平倉的合約或有意買賣某些產品，這類交易也將獲得市場推薦，百麗或其上述主管、董事、關聯機構、關聯人、股東或代表的市場未平倉合約可能與客戶從百麗獲得的推薦並不一致。客戶承認百麗未就合約的稅務影響或待遇作出任何保證。

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

客戶保證及聲明其未有與客戶的中介人或任何百麗僱員就其百麗帳戶的交易簽訂任何單獨協議，包括任何保證其帳戶盈利或限制損失的協議，客戶同意其有責任以書面形式立即告知百麗任何此類協議。此外，客戶同意如果任何人士作出的任何有關交易帳戶的聲明有異於客戶從百麗獲得的表述，客戶同意以書面形式提請百麗的注意。客戶理解其必須在執行每項交易之前給予授權，除非客戶通過簽訂百麗的交易授權將許可權授予另一人士；且任何有爭議的交易必須根據被交易協議的通知要求提請百麗的注意。如果因客戶未能及時通知百麗任何爭議造成的損害或債務，客戶同意賠償百麗以使其不受損害。本條款下的通知需要送達及經百麗確認收妥。

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

### 雜項 - MISCELLANEOUS

#### 26.1

如因任何非百麗所能控制之原因，包括但不限於火災、風暴、天災、暴動、罷工、停工、戰爭、政府管制、國際間之限制或禁制、任何設備之技術故障、停電、市場情況受到管制或任何其他導致貴金屬價格走勢異常之原因、國際市場休市或任何其他影響百麗運作之原因等，致令百麗不能或延遲履行其義務，則客戶不作追究及百麗一概毋須負責。

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

本協議之所有條款，在任何方面均不得予以豁免、更改、修改或修訂，除非該等豁免、更改、修改或修訂以書面寫明，並由百麗其中一名授權職員在其簽署。除非客戶向百麗遞交書面撤銷通知，否則客戶不得撤回本協議。然而，百麗在接獲書面撤銷通知前根據本協議訂立之任何交易，均不受該撤銷事宜影響。

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

在其他條款之規限下，本協議持續具有十足效力，直至百麗接獲客戶之終止通知書或客戶接獲百麗之終止通知書時告終；百麗可自行選擇按內文規定對帳戶進行強制平倉或將帳戶轉予客戶指定之經紀或經紀商。

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

若本協議之任何條款現時或任何時候變得與市場、國家、政府、監管機構或對本協議之標的物有管轄權之任何機構現行或將來制定之法律、規則或規例有抵觸，則有關條款須視為會被取代或修改，以符合該等法律、規則或規例；惟除此之外，本協議在所有其他方面持續具有十足效力。

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

百麗豁免客戶履行本協議中任何特定之義務或給予客戶任何寬限，將無損或不會影響雙方在本協議下之任何其他權利及義務。

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

百麗獲授權根據本協議須付予客戶之一切款項轉撥入客戶之指定銀行帳戶或按客戶之其他指示處理。所有上述款項轉撥入該銀行帳戶後均被視為向客戶付款之義務已全面履行。

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

百麗可在未經客戶之事先同意或批准，將本協定之全部或部分之權利或義務授予任何人。

Best Leader may assigns 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

客戶必須熟悉各種有關客戶為進行交易存入的金錢與財物的保護措施，特別是在公司資不抵債或破產的時候。特定的立法或條規可能規定了客戶可收回現金與財物的程度。在有些轄區，當清償出現虧空時，特地標明為客戶所有的財物將與現金一起被按比例的加以分配。

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

就所有貴金屬之合約規則與其他有關交易的訊息，百麗將會免費提供予客戶，並於百麗網站地址公佈。

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

時間為本協議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

互聯網、連線延誤及報價上的誤差有時會造成在百麗交易平台上顯示的報價無法準確地反映即時市場價格。「套戥」及「剝頭皮」，或因網路連線的延誤而利用差價獲利的行為，並不能存在於客戶直接向莊家進行買賣的場外交易市場中，百麗不容許客戶在本公司的交易平台上進行此等套戥行為。依靠因價格滯後帶來的套戥機會所進行的交易有可能會被撤銷，百麗保留權利對涉及上述交易的帳戶進行必要的修改和調整。百麗可全權酌情決定要求交易員進行干預或核准所有下單以及或終止有關客戶的帳戶。百麗可完全自主解決因套戥或操控價格而產生的糾紛。百麗保留扣起提款的權利直至以上的問題能夠解決。在此陳述的任何行動或決議將不會損害或令百麗對客戶和其職員放棄擁有的任何權力或賠償。

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

百麗嚴禁以任何形式對其價格、執行及交易平台進行操控。若百麗懷疑任何帳戶從事操控，百麗保留對帳戶進行調查及復核的權利，並從涉嫌帳戶中扣除由相關活動所賺取的盈利款項。百麗保留對相關帳戶進行必要更正或調整的權利。對於涉嫌從事操控的帳戶，百麗可全權酌情決定，要求交易員進行干預、對下單進行核准以及或終止有關客戶的帳戶。對於由套戥以及或操控所產生的任何糾紛，由百麗完全自主決定。百麗可酌情決定向任何相關監管機構或執法機構報告有關事件。此處所陳述的任何行動或決議並不免除或損害百麗對客戶和其職員擁有之權利或賠償，所有均為明確保留的權利或賠償。

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轄 - GOVERNING LAW AND SUBMISSION TO JURISDICTION

##### 27.1

本協議及客戶協議產生的所有權利、義務及責任均受香港法律管轄、並按照香港法律解釋。

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

客戶及百麗茲以不可撤回方式將所有因本協議而產生之事宜提交非專屬司法權之香港法院管轄。

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

而百麗亦同意凡因本合同或與本合同有關的爭議、爭執或索償、違約終止或合同無效等均應通過先調解、後仲裁處理。

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.

## 個人資料（私隱）條例聲明 - PERSONAL DATA (PRIVACY) ORDINANCE ( “THE ORDINANCE” ) STATEMENT

百麗尊重個人私隱權也非常重視與客戶的關係，因此百麗會根據香港《個人資料（私隱）條例》（下稱「條例」）之規定，力求保障客戶權益。當客戶向百麗申請一個真實或模擬帳戶時，百麗會收集相關個人資料。同時，百麗可能使用客戶的姓名、電話號碼、電郵地址及通訊地址作直接促銷投資產品和服務以提升服務。

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).

客戶的個人資料按實際情況和需要會被用作以下用途：

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

1

執行客戶指示或回覆客戶有關的查詢的核證程序、帳戶的日常行政管理或相關投資產品或服務的直接或間接市場推廣，與百麗的聯屬或關連公司就相關投資或交易服務共享、反覆查證及轉移該等個人資料；

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

處理客戶抵押品，或向追收客戶欠款；

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

3

將該等個人資料轉移予第三者服務供應商作信貸查證及 / 或核證資料用途；

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

4

關於或有關遵守任何法律、規例、法令或監管機構的命令的任何用途而提供任何該等資料；

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

關於或有關百麗或百麗的聯屬或關連公司的投資業務的直接或間接市場推廣。該等資料可能會被轉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.

百麗會把客戶的個人資料保密，但按實際情況和需要可能提供給下列機構 / 人士：

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

1

百麗其他公司包括全資擁有的附屬公司或附屬公司的聯營公司或百麗集團屬下的董事、職員等名義的全資或部份擁有的公司；

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

2

為客戶處理相關業務的代理人及第三方服務供應商包括：結算所、專業服務公司、金融機構、電腦系統服務商、電訊系統支援服務，作為完成客戶服務的必要手續；

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

有關或監管百麗任何業務的任何監管或政府機構；

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

4

根據保密責任百麗視為適當或合適的人士，包括百麗金融集團的成員公司及其僱員。這些授權人士必須把客戶的個人資料保密。

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.

根據條例中的條款，客戶均有權要求百麗更正有關客戶的任何不實資料及以書面方式要求我們終止使用其個人資料作直接或間接市場推廣用途。唯百麗有權就處理根據條例中的條款而提出索取或更正資料的要求而收取合理的費用。

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.

任何查詢或申請有關其個人資料，可填妥由香港個人資料（私隱）專員提供的「查閱資料要求表格」，將填妥的表格連同客戶簽署確認的身份證明文件副本致函百麗註冊辦事處之法律及合規部。

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 戶 資 料 表 格

請小心及正確填寫以下表格，為確保此表格內之資料正確無誤，本公司職員或代表可能要求您（們）出示證明文件及提供該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.

#### 帳戶選項 - Account Settings

基準貨幣 - Base Currency

☐ 美元 USD    ☐ 港元 HKD    ☐ 人民幣 RMB

手續費 - Charge

#### 內部使用 - For Internal Use Only

帳戶號碼 - Account No.

客戶主任 / 介紹人 - AE / IB

#### 個人或聯名戶口 - Individual or Joint Account

##### 主要申請人 - Primary Applicant

中文姓名

English Name

性別 - Sex

☐ 男 - Male    ☐ 女 - Female

證件 - Document

☐ 身份證 - ID    ☐ 護照 - Passport

證件號碼 - Document No.

國籍 - Nationality

出生日期 - Birth of Date

住宅地址 - Residential Address

手機 - Mobile No.

電郵地址 - E-mail Address

職業 - Occupation

辦公電話 - Office Phone No.

##### 第二申請人 - Second Applicant

中文姓名

English Name

性別 - Sex

☐ 男 - Male    ☐ 女 - Female

證件 - Document

☐ 身份證 - ID    ☐ 護照 - Passport

證件號碼 - Document No.

國籍 - Nationality

出生日期 - Birth of Date

住宅地址 - Residential Address

手機 - Mobile No.

電郵地址 - E-mail Address

職業 - Occupation

辦公電話 - Office Phone No.

## 收款指示 - Payment Instruction

帳號 - Account No.

銀行 - Bank

銀行地址 - Bank Address

國家及省份 - Country & Province

市 / 縣 / 區 - City / County / Area

分行 / 支行 / 營業處 - Branch

匯款編號 - Swift Code

## 就業情況 - Employment

☐ 學生 - Student ☐ 受僱 - Employed ☐ 自營 - Self-employed ☐ 待業 - 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

## 投資經驗 - Investment Experience

☐ 債券 - Bond ☐ 基金 - Fund ☐ 證券 - Securities ☐ 期貨 - Futures  
☐ 外匯 - FOREX ☐ 貴金屬 - Precious Metals ☐ 其他 - Other

## 聲明及確認 - Declaration and Confirmation

本人 / 吾等謹此聲明，本人 / 吾等閱悉及同意客戶協議書中的條款。

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

本人 / 吾等聲明在客戶資料表內的資料屬真實、完整及正確。除非百麗貴金屬有限公司接到書面更改通知，否則百麗貴金屬有限公司有權為所有目的，完全依賴這些資料及聲明。

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

主要申請人簽署 - Signature of Primary Applicant

第二申請人簽署 - Signature of Second Applicant



## 公司決議摘錄 - Certified Extract of Minutes of Resolutions

經 [ ] (本公司) 的董事通過：

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

1  
要求依照百麗貴金屬有限公司客戶協議中的條款開立及維持一個或多個交易帳戶。

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

2  
授權 [ ] 代表本公司閱讀、了解及同意接受相關開戶文件並填妥及簽署客戶資料表，並向百麗貴金屬有限公司提交開戶申請文件。

That [ ] ( "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  
授權 / 任命帳戶執行人 ( 臚列於「被授權人士及簽署安排」 ) 代表本公司管理 / 操作本公司在百麗貴金屬有限公司開立及繼續開立之貴金屬保證金交易帳戶。對百麗貴金屬有限公司與本公司而言，百麗貴金屬有限公司與帳戶執行人雙方為進行上述帳戶的交易而安排的交易方式 / 交易協定已被本決議通過。

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  
董事會的任何決議副本，如獲通過該決議的會議的主席及本公司秘書或其他一名董事兩者中任何一人核證為正確，則對百麗貴金屬有限公司與本公司而言，該副本為該等決議已被通過的不可推翻證據。

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  
董事會的任何決議副本，如獲通過該決議的會議的主席及本公司秘書或其他一名董事兩者中任何一人核證為正確，則對百麗貴金屬有限公司與本公司而言，該副本為該等決議已被通過的不可推翻證據。

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.

## 被授權人士及簽署安排 - Authorized User(s) and Signature Arrangement

### 獲授權人士資料 - Particulars of Authorized User(s)

英文姓名 - English Name

中文姓名 - Chinese Name

身份證 / 護照號碼 - I.D./Passport No.

職位 - Position

地址 - Address

### 簽字式樣 - Specimen Signature

英文姓名 - English Name

中文姓名 - Chinese Name

身份證 / 護照號碼 - I.D./Passport No.

職位 - Position

地址 - Address

### 簽字式樣 - Specimen Signature

英文姓名 - English Name

中文姓名 - Chinese Name

身份證 / 護照號碼 - I.D./Passport No.

職位 - Position

地址 - Address

### 簽字式樣 - Specimen Signature

公司印章 - Company's chop

會議主席 - Chairman of the meeting

只供參考，並非簽署安排的部份  
For reference only, not part of Signing arrangement

秘書 / 董事 - Secretary / Director





**BEST LEADER**  
BEST LEADER PRECIOUS METALS LTD

*Our vision Your future*