

## 貴金屬買賣條款

1. 本章程與金銀貿易市場及其交易所規章無抵觸之處，適用於天譽國際金業有限公司（以下簡稱“本公司”）與各客戶（以下簡稱“客戶”）成交之實貨，期貨黃金，白銀，鉑金及／或其他金屬買賣事宜，尤以港金，港銀，本地倫敦金，倫敦金，倫敦銀，鉑金及或其他貴金屬為然。但本章程不適用於本公司與交易所或市場成交之合約，此等買賣將受交易所規章管轄。
2. 除經本公司特別書面同意外，一切交易條款均以本章則為準，客戶以書面或其他形式提出或引用之條款均須服從本章則。又客戶與本公司以往成交合約依據之規則條款，若不符合本章則或與本章則有抵觸之處者（包括一切按照交易慣例提出，暗示或卸責之條款在內），客戶不能引用該等交易條款以駁斥或要求更改本章則。
3. 在本章則內：
  - 〔金屬〕 指本公司與客戶可能達成買賣交易之貴重及普通金屬。
  - 〔比對合約〕 指本公司與客戶所訂立有關買賣金屬的合約。其目的在使客戶之空倉或多倉情形得以平倉。
  - 〔原本保證金〕 指根據本章程第 12 (A) 或第 13 (C) 繳付與本公司的按金。
  - 〔持續保證金〕 指根據本章程第 12 (C) 或第 13 (D) 繳付與本公司的按金。
4. (A) 本公司以首要承擔人的身份簽立合約。客戶亦保證以首要承擔人（而非代理人）的身份處理一切買賣，合約的權益及責任是歸於客戶個人而不得未經本公司書面同意而轉讓與別人。本公司有絕對權力或拒絕客戶關於轉讓合約之申請。  
(B) 本公司與客戶的合約將會使每一方有責任在合約可能指定的日期交收買賣的貨物。
5. 本公司與客戶的合約中，有關時間的條款是重要關鍵。
6. 客戶與本公司的合約或一連串訂立的合約將不會認為是構成合股或共同經營的證據。
7. (A) 客戶是根據自己的判斷與考慮去訂立合約。本公司或其員工及其代理人沒有向客戶表示本公司或其員工或其代理人有資格向客戶提供有關金屬貿易之專業意見或其他建議。假如客戶有根據該等意見或建議進行買賣交易，一切損失，本公司不須負責。  
(B) 對客戶與本公司員工及／或其代理人所訂立的合約或私下的買賣交易，本公司概不負責。
8. 本公司將有絕對自由決定是否和客戶訂立合約，即使客人有需要平倉亦不能強制本公司與其訂立“比對合約”。

9. (A) 在本公司買賣與客戶之金屬交易中，金屬將保存在直至該等交易之貸款全數交付予本公司為止。
- (B) 在第一次移交金屬之後，不論是否其後交回或由本公司接管，客戶將負起金屬損失的全部責任，如金屬並未屬於客戶而由客戶保管，客戶應要保存金屬移交時的狀況。如有任何損失客戶須負賠償責任。
- (C) 直至金屬歸於客戶為止，本公司可以要求金屬移交本公司。如客戶違反上述的要求，本公司可以進入客戶的居所強制取回這些金屬。但移交或取回金屬將不會影響客戶有關購買這些金屬的責任。
10. (A) 除非買賣雙方另有安排，所有金屬買賣的現貨交收將會在本公司的倉庫內進行。所有收取，包裝、海陸空運輸、保險、存倉及其他的費用或支出將由客戶支付。上述之費用如經由本公司代付，客戶應於本公司要求時立即清還。
- (B) 如客戶在本公司有儲存金屬，本公司有絕對權力要求客戶支付金屬之合理宿倉及保管費用包括本公司代支的金屬保險費在內。本規定適用於所有存放在本公司之金屬不論化作為原本按金，持續按金或因其他原因存放在本公司。
11. 所有根據合約需由客戶支付的款項應要立刻以現款支付。
12. (A) 所有有關香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬買賣合約均須於本公司要求時，立刻結算平倉，並同時清付結欠本公司之所有款項或金屬。
- (B) 在不影響本公司可以隨時要求客戶貨銀兩訖，結算平倉的權力的大前提下，在與本公司交易香港黃金及香港白銀買賣之前，客戶需要繳足由本公司所訂下的按金數目或提供本公司認可及足夠的保證金。
- (C) 在不影響本公司可以隨時要求客戶貨銀兩訖，結算平倉的大前提下，雙方同意本公司有權在下列任何一種情形下要求客戶補付差額按金或保證品：
- (i) 如客戶與本公司的香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬買賣合約的戶口結算後出現多倉情形而當時的香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬的市價是低過相當的合約買入價；
- (ii) 如客戶與本公司的香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬的戶口結算後出現空倉情形而當時的香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬的市價是高過相當的合約賣出價；
- (D) 客戶買入或賣出每百兩香港黃金或每五千安士香港白銀須付佣金予本公司，收費若干由公司隨時決定。
- (E) 客戶須向本公司繳交由本公司所定的存倉費，香港黃金以每百兩為單位，另香港白銀則以每五千安士為單位。
- (F) 客戶在本公司空倉或多倉之金屬總值（包括香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬不得超過下述 (i) 或 (ii) 項之總限額：
- (i) 數量限額—不得超過本公司認可以若干兩黃金或同等重量之黃金為單位之限額。
- (ii) 價值限額—其美元總值不得超過本公司認可之總額。該價值總額將以美元為單位並以下述方式計算：
- (a) 如有關合約於訂立時以美元為計算幣值則採納該合約價。
- (b) 如有關合約於訂立時以其他幣值為計算單位則該合約價先以本公司在合約日售美元之兌換率折

算為美元。惟本公司可隨時毋須事前通知客戶而將戶口之交易限額予以撤銷，降低，更改，限制，擴大或伸展，更且雖遇客戶之交易狀況將接近或超出原有協定之交易限額等情形，本公司亦(沒有責任或義務知會客戶或有關戶口狀況之資料。

- 13.** (A) 所有香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬合約要在計價日（即合約之兩個交易日後）在倫敦交收。星期六，星期日及倫敦或紐約的金融界休業日均不作為交易日計算。
- (B) 香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬之合約交收可以延期辦理，如遇此等情形本公司有權決定以黃金，白銀或現金借貸給客戶在延期交收的情形下，如客戶的香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬戶口出現空倉情形本公司將會付給客戶空倉費，如客戶的香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬出現多倉情形，則本公司將向客戶徵收多倉費。上述之空倉費或多倉費由本公司訂定。
- (C) 以不影響本公司可隨時取消所有給予客戶借貸的便利，並要求客戶結算交收所有倫敦黃金及倫敦白銀的合約的大前提下，雙方同意在交易任何倫敦黃金及倫敦白銀買賣之前，客戶應交予本公司一筆款項以作為按金或向本公司繳交足夠之保證品，這些款項的數目和保證品將由本公司決定。
- (D) 差額按金則以不影響上述本公司權力為原則，本公司有權在下列任何情形下要求客戶繳交額外按金或保證物。
- (i) 如客戶在本公司之香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬戶口出現多倉情形而當時香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬的市價是低於相對的合約買入價。
- (ii) 如客戶在本公司之香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬戶口出現空倉情形而當時香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬的市價是高於相對的合約賣出價。
- (E) 本文規則 12 (F) 同樣應用於倫敦黃金和倫敦白銀的買賣。
- (F) 客戶在買入香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬時需付佣金與本公司，數目由本公司決定。
- 14.** (A) 如客戶所繳交之保證品因市價下跌或其他原因而使本公司覺得該保證品之價值不足時，則本公司有權要求客戶增繳按金或附加保證品。
- (B) 如本公司有所請求，客戶應簽署任何文件及做任何事情而令本公司得以保持對客戶所提供的保證金或其他保證品有絕對的優先權，而準備上述文件之費用一概由客戶負責。
- (C) 客戶於完全履行一切與本公司訂立的金屬合約後，本公司將會清還或歸還客戶在本公司儲存之現金及／或金屬。但本公司並不一定歸還客戶原本存放在本公司之金屬，本公司只需歸還同等價值之同一類金屬便可。
- 15.** 任何本公司向客戶提供之借貸以全部或部份資助客戶進行金屬買賣交易，其條件及細則將由本公司與客戶另行洽商。又除非本公司與客戶書面同意另有安排，任何借貸（包括貨幣或金屬之借貸）及其利息和佣金及其他客

戶應支付之費用，應於本章則第 18 及第 19 所列的任何一種情形發生時立即由客戶向本公司清付，此細則將不應被解釋為強制本公司必須允許或考慮借貸予客戶。

**16.** 本公司聲明在下列 (A) 至 (E) 任何一情形下，本公司以不損害自身各種權利為原則，可按照本章則或英國傳統法律賦予之權力，毋須依照合約交收金屬或任何金屬，保證品或現金，記入客戶信貸帳目。亦毋須支付任何款項給客戶。同時按照顧客合約，本公司可保留索償權力。

- (A) 客戶並沒有供給原本保證金或持續保證金或沒有立即或在二十四小時內執行本公司根據本章程第 12, 13, 14 項所要求該客戶辦理之任何事項；或
- (B) 客戶並沒有付清到期應付之買賣；或
- (C) 在到期之日客戶拒絕或沒有根據合約辦理交收事宜；或
- (D) 在本公司發出還款要求之二十四小時內，客戶沒有付清所欠本公司之數目；或
- (E) 如客戶不履行或破壞該有關之金屬合約之任何條文或規則。

**17.** 如在任何期間內：

- (A) 客戶去世或破產，或法庭發出清盤令，或客戶已通過決議進行清盤，或客戶已決定開會討論是否進行清盤；或
- (B) 客戶召集會議以便安排與所有債權人達成協議；或
- (C) 客戶停止支付，或停止或意圖停止營業，或轉讓或意圖讓其資產，或沒有能力去支付其債項；或
- (D) 客戶之債務或責任去歸還任何所借之款項因客戶違約而致客戶有責任提前支付或該等債務或所借之款項到期後七天內客戶仍未支付；或
- (E) 客戶之債權人取得對客戶之任何資產之接管或沒收權，或已有接管人獲得委任接管客戶任何之資產，或有租金扣押令，執行裁令或其他針對客戶之資產之命令發出後，而客戶在七天內仍然不能清償所欠之債務或令到對方撤銷該等命令；或
- (F) 有任何事情發生令到客戶之抵押按揭銀主可根據該等按揭契約之條款接管或變賣抵押品或採取其他行動以保障其利益；

**18.** (A) 在不影響本公司的其他權力情形下，如在本章則第 16 和第 17 項所列之情形有任何一種發生時，本公司有權採取下列行動：

- (i) 根據本章程第 19 (A) 項而毋須事前通知客戶結束客戶空倉或多倉之金屬戶口及結束任何未履行或未完全履行之合約，雖然該等合約的交收期可能仍未到達；及／或
- (ii) 根據本章程第 19 (B) 項而毋須事前通知客戶本公司可開出發票收購或出售金屬給客戶之多倉或空倉之情形得以全部或部份平倉；或
- (iii) 根據本章程第 19 (C) 項而毋須事前通知客戶出售客戶結存在本公司戶口內之金屬或任何保證品予本公司或任何買家。

(B) 本條文所給予本公司之權力是附加的權力而不影響本公司根據其他保證品，法律，及公平法而享有的權力。客戶亦同意本公司擁有留置權相當於銀行之留置權。該等置權可以應用於所有在本公司控制下該客

戶之任何資產，不論該資產是否經客戶手上交予本公司代為保管或存放或因其他原因而轉到本公司之控制下。

19. (A) (i) 在本公司根據本章程第 18 項結束客戶所有空倉或多倉戶口時，本公司有權堅持要求客戶與本公司訂立比對合約以達致平倉之目的。為賦本公司上述之權力客戶須持此聲明委聘本公司為代理人。
- (ii) 在本公司結束客戶的香港黃金，倫敦黃金，香港白銀、倫敦白銀、鉑金或／及其他貴金屬的空倉或多倉戶口時，差價將以港元為單位。在本公司結束的倫敦黃金或倫敦白銀的空倉或多倉戶口時，差價將以美元為單位。
- (iii) 本公司有將有絕對自主權以自己的判斷來決定以何種價格去訂立上述之比對合約。
- (iv) 本公司有絕對自主權去個別或整體結束客戶與本公司訂立而未執行或未完全執行之合約。
- (B) 每當本公司根據本章則第 18 項開出發票收購或出售任何金屬與客戶時，下列條文均屬有效：
- (i) 當本公司開出發票時，本公司或該客戶因金屬買賣而產生之交收責任，其多寡將由開發票時起折算為港元或美元責任。
- (ii) 上述之港元或美元責任。將由本公司根據開發票時之金屬市價訂定。客戶將絕對接納本公司之訂價，不能反駁。
- (iii) 上述之港元或美元責任一經訂定，必須立即支付。
- (C) 當本公司根據本章則第 18 項執行其權力去買賣客戶之金屬或任何客戶給與本公司之保證品時，本公司有權將自己的判斷和絕對自主權去訂價買賣該等金屬或保證品。並將買賣所得之款項兌換港元或美元，然後根據該客戶所簽立合約去運用所得的款項。
20. 在履行本章程條文時，本公司可用任何方式去兌換任何幣值或任何方式去評估金屬之市價。
21. (A) 本公司有絕對自主權去決定是否運用本章則所賦予本公司之任何一項或多項權力而毋須對後果負責。
- (B) 本章則所賦予本公司之所有權利，及權力是累積性的並不排斥法律所賦予本公司之扣置權對充權或其他權利或權力。本公司未執行或延期執行本章則的任何權利或權力並不構成本公司放棄該等權利或權力。本公司只執行部份權利或權力或客戶寬容並不妨礙本公司將來執行同樣或其他的權利或權力。
22. 客戶同意對於所有逾期未付之款項付予本公司每月百分之二的利息，利息計算由應付款之日起直至實際付款之日止。但此項條文並不影響本公司向客戶堅持要求立刻清付逾期款項及逾期未付的持續保證金的權利。
23. 客戶應清還本公司一切代支之有關本章則所提之金屬買賣或存放的一切賦稅或政府所徵收的費用。
24. 雖然本公司有權替所有金屬購買適當之保險，任何客戶在本公司或本公司之代理人（不論在香港或海外）所存放之金屬（不論是否已分配）應由客戶自行負起任何有關損失之責任。在移交金屬手續中如果涉及香港運往海外或從海外運送途中有任何損失都應由客戶負責。

25. 除得到本公司的書面同意外，本章則的條文不能修改，客戶並同意在任何交易或多次交易裏本公司如有放棄某種權力的做法並不構成本公司將於其他交易裏將放棄同等權利的證據。
26. 如本公司發出書面通知知會客戶有關更改，增加或補充本章程之任何決定，除非客戶在四十八小時內以書面反對，有關本章程的更改，增加或補充將會立即生效。如本公司接到客戶之書面反對，本公司有權當客戶違約而執行本章程第 18 項所列舉之權力及行動。
27. 本公司與客戶之合約，有關合約之書面通知或有關客戶在本公司戶口之清單一經發出後，除非客戶在兩日內以書面送交本公司辦事處提出反對，否則上述文件將會立即生效。
28. 本章程之任何條文，如在某一個法律管轄區違法，無效或不能實施時，這些個別的條文將只在該法律管轄區內視為是無效，但並不影響其他條文的法律地位亦不影響本章則在其他法律管轄區的地位。
29. 本公司為了令到客戶遵守本章則所作之任何行動所付出之費用，包括全部律師費在內，客戶有責任清還予本公司並須於本公司提出要求時，立即付清。
30. 佈告，通知書及其他消息可以根據本公司所記錄客戶之通訊處或電話以書面或電話傳達。所有上述通知，於發出時即視為客戶已經收到，不論該等通知是否真能送達客戶手中。
31. 本章則不會因本公司內部有任何改組或加入或退出股東而變為無效。
32. 在本文中，除非內容特別需要：
- (A) “客戶”在適當情形下，如指個人則包括其遺產承辦人，遺產執行人，如指獨資公司則包括其獨資東主及其遺產承辦人或遺產執行人，如指股東生意則包括在本公司開立戶口時該客戶之所有股東及任何股東之遺產承辦人或遺產執行人，或其後加入的股東及其遺產承辦人或遺產執行人，如指有限公司，則包括其承繼者。
- (B) 如果客戶是超過一個人或如果客戶是指由兩個人之合夥商號時，他們的責任將是個別和共同的。
- (C) 凡是上下文允許或需要，指單數的詞句均應被視為包括眾數，反之亦然，表示陽性的詞句應被視為包括陰性或中性。
33. 所有本公司與客戶所訂立之合約將以香港法律為根據，而國際貨物買賣統一法公約將不會應用於該等合約。本協議項下或與本協議有關的所有權利、義務及責任、爭議（包括關於本合同的存在、有效或終止的爭議）均受香港法律管轄，並按照香港法律解釋。客戶及交易商茲同意：香港法院是最適合及最便於解決爭議的法院，所有因本協議項下或與本協議有關的所有爭議（包括關於本合同的存在、有效或終止的爭議）提交香港法院專屬司法管轄，並放棄以法庭不便為由對上述法院提出異議或對相關法律程序提出異議。但本公司有權：（1）選擇在客戶所居住之國家或客戶財產所在地進行起訴；（2）向該地法院申請執行香港法院所發出之任何判決令；（3）在一個或多個管轄區同時提起訴訟。

# 貴金屬網上交易協議

致：天譽國際金業有限公司

鑑於貴公司同意以本人／吾等名義開立貴金屬交易賬戶（「賬戶」）及透過天譽國際金業有限公司金融網服務運作賬戶，以進行貴金屬買賣，本人／吾等同意貴公司根據以下條款及條件及受此等條件規限，透過天譽國際金業有限公司金融網服務而運作賬戶：

## 1. 定義及解釋

- 「存取代碼」 指密碼及用戶識別碼
- 「賬戶」 指本人／吾等在貴公司開立並透過天譽國際金業有限公司金融網服務運作之互聯網交易賬戶
- 「客戶」 一詞用於本協議時，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；如客戶為獨資經營商號，則包括東主，其遺囑執行及遺產管理人，以及其業務繼承人；如客戶為合夥經營商號，則包括上述客戶賬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，則包括該公司及其繼承人
- 「天譽國際金業有限公司」指天譽國際金業有限公司「天譽國際金融服務」指由天譽國際金業有限公司根據本協議提供之互聯網交易服務，包括載於天譽國際金業有限公司網址之任何資料及其中所涉軟件
- 「密碼」 指聯同用戶識別碼使用為求接通服務之本人／吾等個人密碼
- 「用戶識別碼」 指聯同密碼使用為求接通服務之同戶識別碼

## 2. 承諾及保證

- 2.1 本人／吾等認知市場資訊的供應者並不保證所提供的市場資訊或其他任何人士所提供的其他資訊及時性，次序，準確及完整性，天譽國際金業有限公司或其他資訊發放人士不會就任何提供的資訊，消息，亦不會對有關傳送或發放該等資訊或消息的任何不確，錯誤，遞延或遺漏負責，或因該等不確，錯誤，遞延或遺漏或未能執行有關服務或該等資料，資料或消息之傳送中斷而引致的任何損失或損害負任何責任，除非該等損失或損害因天譽國際或其職員或授權代表或代理人的嚴重疏忽或欺詐行為或不誠實行為造成。
- 2.2 本人／吾等為天譽國際金業有限公司金融網服務根據本合約條文之唯一之授權用戶，本人／吾等為用戶識別碼及密碼的保密及保安唯一的負責人，本人／吾等將為所有根據本人／吾等之用戶識別碼及密碼所有買賣指示唯一的負責人。
- 2.3 (甲) 本人／吾等明瞭天譽國際金融網服務唯一服務設備使本人／吾等可以發出電子交易訊息及收取由天譽國際金業有限公司不時決定的資訊，天譽國際金業有限公司有權對本人／吾等發出合理的通知下，對發放的資訊訂明條件及限制。

- (乙) 本人／吾等承諾將根據本合約的條文及天譽國際不時提供的操作政策及程序使用天譽國際金融網服務。
- (丙) 本人／吾等認知天譽國際金業有限公司金融網服務及其中的軟件為天譽國際金業有限公司所擁有或授權使用，本人／吾等保證及承諾本人／吾等將不會企圖更改，改動，反編碼，或其他任何改動，亦不會企圖未經天譽國際金業有限公司同意進入任何天譽國際金業有限公司金融網任何部份或其中任何軟件中，本人／吾等同意天譽國際金業有限公司有權隨時停止賬戶操作而不需通知本人／吾等，本人／吾等亦認知如本人／吾等違犯本保證及承諾，或天譽國際金業有限公司任何時間有理由懷疑本人／吾等已違犯本保證及承諾，天譽國際金業有限公司可能會對本人／吾等作出法律訴訟。本人／吾等承諾如本人／吾等發覺任何其他人士作出上述行為，會立即知會天譽國際金業有限公司，如本人／吾等對賬戶停止操作有任何疑問，本人／吾等將會致電天譽國際金業有限公司熱線。
- 2.4 本人／吾等將會立即通知天譽國際金業有限公司如：
- (甲) 一電子交易指示已經由天譽國際金業有限公司金融網服務發出但有關的鑑定參考編號並未由天譽國際金業有限公司收到，
- (乙) 一電子交易指示已經由天譽國際金業有限公司金融網服務發出但準確的確認成交或交易確認並未由天譽國際金業有限公司收到，
- (丙) 本人／吾等收到交易確認（無論為文字，或電子指示或以口頭確認）有關於交易而本人／吾等並無發出該等指示或懷疑有人在非授權下進入天譽國際金業有限公司金融網服務而進行非授權電子指示，
- (丁) 本人／吾等懷疑或察覺有任何非授權下透露本人的密碼及用戶識別碼，如本人／吾等未有發現上述事故後盡快通知天譽國際金業有限公司，天譽國際金業有限公司及其職員，代理人或授權代表將不需對本人／吾等或任何其他人士因處理，錯誤處理或失去有關電子指示而引起的任何索償。
- 2.5 本人／吾等同意如本人／吾等由天譽國際金業有限公司金融網服務經歷任何困難，本人／吾等將利用其他方法包括天譽國際金業有限公司的電話服務與天譽國際金業有限公司聯絡。
- 2.6 本人／吾等將採取適當的措施確保本人／吾等的所有電腦系統及軟件為安全及無任何病毒。
- 2.7 天譽國際金業有限公司將採取適當的措施確保任何天譽國際金業有限公司提供的金融網服務的軟件將為：
- (甲) 並無失誤，
- (乙) 並無病毒，
- (丙) 不間斷的，
- (丁) 可與其他軟件相容，
- (戊) 可以提供任何設施或功能以提供本人及天譽國際金業有限公司可以根據本合約的條文進行指示及交易，本人／吾等應保留所有交易紀錄作為本人／吾等參考之用。
- 2.8 天譽國際金業有限公司及本人／吾等將盡力確保所有天譽國際金業有限公司及本人／吾等經天譽國際金業有限公司金融網服務之間的通訊不會被其他未經授權人士的閱讀，接收或干擾。
- 2.9 天譽國際金業有限公司將不會因輸入錯誤或不正確的報價如錯入大碼所負責，天譽國際金業有限公司保留所有權利因上述錯誤而修正賬戶的結餘，所有因上述錯誤而產生的爭議將以錯誤時的公平市場價格予以修正。
- 2.10 雖然天譽國際金業有限公司或會被通知天譽國際金業有限公司金融網服務有可能有損壞或失效，天譽國



際金業有限公司將不會因天譽國際金業有限公司金融網服務因天譽國際金業有限公司或天譽國際金業有限公司金融網服務不能支配原因，引起之不便延誤，失誤或未能使用而引致的任何交易虧損，未能賺取的利潤或其他損失負責。

- 2.11 天譽國際金業有限公司將不會因使用天譽國際金業有限公司金融網服務因天譽國際金業有限公司未能控制原因包括但不至於電力故障，機械設備或通訊線路，電話或其他聯絡問題而引致的任何損失負責。
- 2.12 雖然天譽國際金業有限公司將盡力確保經天譽國際金業有限公司金融網服務所提供的資訊準確性，天譽國際金業有限公司將不接受任何人士因使用或利用該等資訊而引致之任何責任或因此而引致的任何損失。
- 2.13 天譽國際金業有限公司並不會提出天譽國際金業有限公司金融網服務的任何資訊申述，及不會作出任何明確或暗示或有條件的保證。
- 2.14 本人／吾等承認，鑑於不可預測之通訊阻塞及其他原因，互聯網與生俱來便是一項不可完全倚賴之通訊媒介，而此種不可完全倚賴程度乃超出天譽國際金業有限公司之控制範圍。本人／吾等承認，鑑於此種不可完全倚賴程度，傳送及接收指示及其他資料時會出現延誤，此舉可能會拖延指示之執行，及／或按有別於發出指示時之市價去執行指示。本人／吾等繼而承認及同意，任何通訊均存在誤解或錯誤之風險，而此等風險須完全由本人／吾等承擔。本人／吾等承認及同意，在發出指示後，通常不能將之取消。

### 3. 終止合約

- 3.1 本協議之任何一方可隨時以書面通知對方終止本協議，惟於天譽國際金業有限公司以書面通知本人／吾等（通知不能不合理地不予發出），天譽國際金業有限公司鑑於本人／吾等並無於賬戶中或於天譽國際金業有限公司任何成員公司之其他賬戶中欠下款項而接納本人／吾等之終止通知之前，本協議不得被視作被本人／吾等終止。該通知不會影響天譽國際金業有限公司於收到該書面通知前所訂立之任何交易，亦不會損害收到該通知前天譽國際金業有限公司或本人／吾等之任何權利、權力或責任。
- 3.2 在依照第 3.1 段之規定發出通知後，本人／吾等同意天譽國際金業有限公司可終止本人／吾等名下於天譽國際金業有限公司之所有賬戶（包括賬戶），轉換所有於該等賬戶或代該等賬戶持有之款項為港元，並且將該等賬戶之任何證券變現，而當全數繳付本人／吾等欠負天譽國際金業有限公司任何成員（按適用情況）之所有款項後，天譽國際金業有限公司須：
  - （甲）把任何於該等賬戶之結餘計入本人／吾等之銀行賬戶內，
  - （乙）以郵寄方式寄發數額為該等賬戶結餘之支票予本人／吾等最後報稱之地址（郵誤風險由本人／吾等承擔），或
  - （丙）直接向本人／吾等或向本人／吾等經正式授權之代理人或授權人交付數額為該等賬目結餘之支票；並向本人／吾等寄出有關該等賬戶之證券之一切所有權文件。

### 4. 一般事項

- 4.1 倘本協議之任何條文被任何法院或監管機構或機關判定為無效或不能強制執行，則該項有關無效或不能強制執行之判定只適用於該條文。其餘條文之有效性將不會因此受到影響，而本協議將繼續獲得執行，猶如該無效或不能強制執行之條文並無載於本協議內一樣。

- 4.2 倘吾等包括多於一人或一方，吾等每一個人或一方所負之責任為共同及各別，而提述吾等時詮釋為吾等任何或每一個人或一方（視情況而定）。天譽國際金業有限公司有權各別與吾等任何一人或一方磋商，包括於並無影響其他人之法律責任之情況下解除任何法律責任。
- 4.3 倘本人／吾等以傳真形式發出任何書面指示或任何其他書面通訊，本人／吾等在此不可撤回地授權天譽國際金業有限公司接納由本人／吾等發出之該項傳真訊息，作為由本人／吾等發出之原有指示或訊息，而本人／吾等將於天譽國際金業有限公司提出要求時，就天譽國際金業有限公司因接納、依賴該等指示或通訊或按該等指示或通訊而行事所招致或蒙受之一切損失、損害賠償、利息、成本、開支、訴訟、索求、索償、法律程序等悉數作出彌償。本人／吾等得悉，任何交予天譽國際金業有限公司之通告及通訊，均須送交或交付或傳達（視乎情況而定）予天譽國際金業有限公司不時具報之地址或地點。
- 4.4 所有給予本人／吾等之通告及通訊，可用郵遞方式寄往天譽國際金業有限公司記錄內不時顯示之本人／吾等任何一個商業、住宅或通訊地址，或將該等通告及通訊交付予本人／吾等或交付往該地址，或以電傳、傳真、電話或電郵傳送往為此而不時通知天譽國際金業有限公司之號碼或地址，方為有效地發出。所有給予本人／吾等之通告及通訊，將於（a）郵寄該通知後第二個營業日（於郵寄之情況下），及（b）於交付時（於當面交付之情況下）、發出時（於使用電傳之情況下）或傳達時（於使用電話、傳真或電郵之情況下）（該等通告及通訊毋須由貴公司代表簽署），均視作已被收妥。
- 4.5 於任何通告、函件、確認書或其他通訊及賬單所指或提及之每一項交易，將被視作及當作已獲授權及正確，並經由本人／吾等批准及確認，除非天譽國際金業有限公司於該等通告、函件、確認書或其他通訊被視作由本人／吾等收妥後五天內，接獲本人／吾等所作與之相反之書面通知，則作別論。
- 4.6 在法律容許之範圍內，天譽國際金業有限公司可不時通知本人／吾等，修訂本協議之任何條件及條款。該等修訂於本人／吾等被視作接獲天譽國際金業有限公司之通告時立即生效。本人／吾等得悉及同意，倘本人／吾等不接受天譽國際金業有限公司不時通知之任何修訂，本人／吾等將有權按第3段之規定而終止本協議。
- 4.7 天譽國際金業有限公司於任何時間未能堅持嚴格遵守本協議之任何條件或條款或天譽國際金業有限公司方面持續該行為，於任何情況下均不構成或被視為天譽國際金業有限公司放棄任何天譽國際金業有限公司之權力、權利、補償或特權。
- 4.8 除非獲得天譽國際金業有限公司之書面許可，否則本人／吾等不得將本協議下任何本人／吾等之權利及／或義務轉讓予任何其他人士。
- 4.9 本人／吾等與天譽國際金業有限公司所訂立之本協議所載的條款及條件，是獨立於其他雙方所訂立的協議。任何

## 5. 管制法律及提交司法管轄

所有本公司與客戶所訂立之合約將以香港法律為根據，而國際貨物買賣統一法公約將不會應用於該等合約。本協議項下或與本協議有關的所有權利、義務及責任、爭議（包括關於本合同的存在、有效或終止的爭議）均受香港法律管轄，並按照香港法律解釋。客戶及交易商茲同意：香港法院是最適合及最便於解決爭議的法院，所有因本協議項下或與本協議有關的所有爭議（包括關於本合同的存在、有效或終止的爭議）提交香港法院專屬司法管轄，並放棄以法庭不便為由對上述法院提出異議或對相關法律程序提出異議。但本公司有權：（1）選擇在客戶所居住之國家或客戶財產所在地進行起訴；（2）向該地法院申請執行香港法院所發出之任何判決令；（3）在一個或多個管轄區同時提起訴訟。

## STANDARD TERMS AND CONDITIONS OF PRECIOUS METAL TRADING

1. These Terms and Conditions and, so far as they are not inconsistent, the Rules and Regulations of the Exchange or Market and its clearing house, if any, where the contract was made shall apply to all transactions in physical or forward gold, silver, platinum and other metals, including in particular , transactions in Hong Kong Gold, Hong Kong Silver, Loco London Gold, London Gold, London Silver, Platinum and Other Precious Metal entered into between PRESTIGE INTERNATIONAL BULLION LIMITED (hereinafter referred to as “the Company”) and any of its Customers (hereinafter referred to as “the Customer”). However, these Terms and Conditions shall not apply to any contract made between the Company and any member of an Exchange or Market in respect of transactions in that Exchange or Market.
2. Unless otherwise specifically agreed in writing by Company, these Terms and Conditions shall override any other terms or conditions (whether expressed implied or imputed by custom or course of dealing) upon which the Company and the Customer have previously entered into contracts which are in conflict with or inconsistent to these Terms and Conditions.
3. In these Terms and Conditions:
  - “**metal**” means precious and non-precious metal in such form as the Company and the Customer on which may agree to effect a transaction;
  - a “**matching contract**” means a contract between the Company and the Customer for the sale or purchase of a given amount of a metal which is due to be performed on the same date as another contract between the same parties relating to a purchase or sale respectively of the same metal;
  - “**original margin**” means any deposit made with the Company pursuant to Condition 12(B) and/or 13(C).
  - “**maintenance margin**” means any deposit made with the Company pursuant to Condition 12(C) and/or 13(D).
4. (A) The Company contracts as a principal only. The Customer warrants that it buys or sells (as the case may be) as principal and not otherwise. The contract shall be personal to the Customer and not assignable by the Customer without the Company's expressed written consent, which the Company shall have an absolute discretion to give or withhold.  
  
(B) Every contract between the Company and the Customer shall give rise to an obligation to make or take delivery on the specified date (if any) of the subject matter of the contract.
5. Time shall be of the essence in any contract entered into between the Company and the Customer.
6. Nothing in the contracts between the Company and the Customer shall be constituted to be a partnership or joint venture between them.
7. (A) Each contract shall be deemed to have been entered into by the Customer in reliance only upon its own judgment

and deliberations and neither the Company nor any its employees or agents holds out itself as advising or having authority to advise the Customer on the term and conditions thereof or on any other matters connected with metal transactions and the Company shall be under no liability whatsoever in respect of any advice it has given or views it has expressed, whether or not such advice is given or such views are expressed at the request of the Customer.

- (B) The Company is not responsible in any way for contract, transaction or relationship between the Customer and any of the Company's employees or agents.
- 8.** The Company shall be under no obligation to enter into any contract with the Customer whether such contract is a matching contract or otherwise.
- 9.** (A) In a transaction for the sale of metal by the Company to the Customer, the property in the metal shall remain in the Company until full payment therefore has been made.
- (B) Risk in the metal shall pass to the Customer from first delivery of the metal to the Customer notwithstanding any subsequent return or repossession by the Company. Whilst the metal is in the possession of the Customer and before the property in the goods has passed to the Customer, the Customer shall keep the metal in the same condition as that in which it is delivered and make good any damage or deterioration.
- (C) The Company may at any time and from time to time until the property in the metal has passed require it to be returned to the Company and if this requirement is not immediately complied with, may retake possession of such metal and may enter into any premises of or occupied by the Customer for such purpose. Such return or taking of possession shall be without prejudice to any obligation of the Customer to purchase the metal.
- 10.** (A) Unless otherwise agreed, all metal (whether sold to or by the Company) shall be delivered at the vaults of the Company and any costs or charges incurred for collection, packaging, shipment, insurance, cartage, warehousing or otherwise shall be paid by the Customer. Any such costs or charges incurred by the Company shall be reimbursed by the Customer forthwith upon demand by the Company.
- (B) The Company may, in its absolute discretion, charge reasonable fees for storage and custody of metal whether held as original margin or maintenance margin or otherwise, whether allocated or unallocated, standing to the credit of any of the Customer's accounts and the Company shall be entitled to include in such charge an allowance in respect of any costs incurred by the Company in insuring such metal.
- 11.** Any payment due from Customer in respect of a contract shall be made in immediately available funds.
- 12.** (A) All contracts in Hong Kong Gold and/or Hong Kong Silver shall be settled upon request by the Company.
- (B) Without prejudice to the Company's right of requesting the Customer to settle all contracts in Hong Kong Gold and/or Hong Kong Silver, prior to any dealings in Hong Kong Gold and/or Hong Kong Silver, the Customer shall deposit with the Company such sum of money or provide the Company with such security by way of original margin as may

be determined by the Company.

- (C) Without prejudice to the Company's right of requesting the Customer to settle all contracts in Hong Kong Gold and/or Hong Kong Silver upon request, the Company shall be entitled to call for additional margin deposits or security in either of the following events:
    - (i) The current market value of the Customer's net outstanding long position with the Company in either Hong Kong Gold or Hong Kong Silver or both is below that of the aggregate contract value of the metal(s) in question.
    - (ii) The current market value of the Customer's net outstanding short position with the Company in either Hong Kong Gold or Hong Kong Silver, or both is above that of the aggregate contract value of the metal(s) in question.
  - (D) The Customer shall pay to the Company a commission at such rate or rates per one hundred (100) teals of London Gold or London Gold or London Silver, Platinum, or/and Other Precious Metal is above that of the aggregate contract value of the metal(s) in question.
  - (E) The Customer shall pay to the Company a daily custodian fee at such rate or rates as the Company may from time to time charge per one hundred (100) teals of Hong Kong Gold or per five thousand (5,000) troy ounces of Hong Kong Silver outstanding in the Customer's account with the Company at the close of business for that day.
  - (F) The Customer's aggregate gold, silver, or platinum positions (aggregate Hong Kong Gold and Loco London Gold and London Gold and aggregate Hong Kong Silver and London Silver, and Platinum) with the Company, either long or short, shall not exceed either of the following 2 limits:-
    - (i) in quantity the aggregate of a certain number of teals equivalent of gold silver as may be determined by the Company from time to time; and
    - (ii) in money value an account in US dollars as may be determined by the Company from time to time, The said aggregate contract value shall be calculated on the basis that where the contract in question was originally denominated in US Dollars, the US Dollars value of such contract shall be the basis of valuation and where the contract in question was originally denominated in currencies other than US Dollars, the contract value shall be converted into US Dollars at the Company's selling rate of exchange for US Dollars on the date of contract. Provided However that the Company may at any time without prior notice to the Customer vary or limit or restrict or enlarge or extend such limit and has no obligation to given notice to the Customer in case his gold, silver, or platinum positions are near or beyond the trading limits or otherwise provide the Customer with information with respect to his gold, silver and/or silver position.
- 13.** (A) All contracts in Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal shall be settled on the value date being two business days after the contract date. Saturdays, Sunday and Public holidays in London and/or New York shall not be counted as business days.
- (B) Settlement of contracts for Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal

may be deferred and in such event the Company may at its discretion grant to the Customer credit facilities in the form of gold/silver or money to be repayable on demand. On a deferred settlement basis the Company will pay the Customer a Premium on the Customer's net outstanding short position (if any) of metal in the Customer's net outstanding long position (of any of metal in the Customer's account with the Company. The aforesaid fees will be calculated at a rate of certain per cent per anurans to be determined by the Company from time to time.

- (C) Without prejudice to the Company's right of canceling the credit facilities granted and requiring the Customer to settle all un performed contracts for Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal, its is hereby agreed that prior to any dealings in Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal, the Customer shall deposit with the Company such sum or sums of money or provide the Company with the security by way of original margin as may be determined by the Company.
  - (D) Variation margin- Without prejudice to the Company's right as aforesaid, the Company shall be entitled to call for additional margin deposits or security in either of the following events.
    - (i) The current market value of the Customer's net outstanding long position with the Company in Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal are below that of the aggregate contract value of the metal(s) in question.
    - (ii) The current market value of the Customer's net outstanding Short position with the Company in Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal are above that of the aggregate contract value of metal(s) in question.
  - (E) The provision of Condition 12(F) shall have equal application to trading in Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal.
  - (F) On the purchases of Loco London Gold, London Gold, London Silver, Platinum, and/or Other Precious Metal by Customer, the Customer shall pay to the Company a commission of such rate or rated as the Company may from time to time charge.
- 14.** (A) The Company shall also be entitled to call for additional security if the current market value of any security provided by the Customer by way of original margin or maintenance margin shall fall and the Customer shall pay the Company as and required by such call such sums of money or provide the Company with such further security as is equal to the said fall in value.
- (B) The Customer shall at the request of the Company execute and do all such deeds, documents, acts and things as the Company may require in order to perfect the Company's rights in respect of any security provided by the Customer by way of original margin or maintenance margin and the Customer shall bear the cost thereof.
  - (C) Upon due performance by the Customer of all its obligations under a contract with the Company, any monies or metal held by the Company in respect of that contract, subject to the Company's rights under these conditions, shall be repaid, returned or released (as the case may be) to the Customer provided that the Company shall not be obliged to return the identical metal (if any) which was deposited but only to return the same amount of the same type of metal as that deposited.

- 15.** Any advance or other credit facility made available by the Company to the Customer for the purpose of financing, in whole or in part, any obligations of the Customer pursuant to a metal transaction effected with the Company shall be made available on such terms as may be expressly agreed between the Company and the Customer, but, save as may be agreed to the contrary, any principal or metal advanced, together with interest thereon and any commission and other costs payable by the Customer, shall become immediately payable if any of the events specified in Conditions 18 and 19 shall occur. This Condition shall be construed as binding the Company to grant or consider the grant of such facilities to the Customer.
- 16.** Without prejudice to any other rights the Company may have under these Terms and Conditions or at common law or otherwise, the Company shall not be obliged to deliver any metal under any contract or to release any metal, security or cash standing to the credit of any of the Customer's account (whether, in either case, allocated or unallocated) or pay over any sum to the Customer and also the Company shall be entitled to the remedies set out in the Customer's Agreement, if, in respect of any contract with the Company:
- (A) The Customer has not provided any original margin or maintenance margin due or has failed to comply with a request made by the Company pursuant to Conditions 12, 13 and/or 14 hereof immediately, or where specifically agreed, within 24 hours of such request; or
  - (B) The Customer has not paid the whole of any purchase price due and payable by it; or
  - (C) The Customer has failed to make or take delivery of any metal of the quantity specified in the contract on or by the due date; or
  - (D) The Customer has not provided any margin call due or has failed to Company, within 24 hours of such request; or
  - (E) The Customer makes default in or commits a breach of the terms and conditions of the contract.
- 17.** If at any time:
- (A) The Customer dies or commits any act of bankruptcy, or an order shall be made or an effective resolution shall be passed for the winding up of the Customer, or a meeting shall be convened for the purpose of considering a resolution that the Customer should be wound up voluntarily; or
  - (B) The Customer convenes a meeting for the purpose of making, or proposes or enters into, any arrangement or composition for the benefit of its creditors; or
  - (C) The Customer shall stop payment, or cease or threaten to cease to carry on its business or dispose or threaten to dispose of its undertaking or assets, or becomes, unable to pay its debts; or
  - (D) Any indebtedness or obligation of the Customer for the repayment of any borrowed monies becomes due and payable, or capable of being declared due and payable prior to the specified maturity date thereof owing to any default thereunder or is not paid when due (and for 7 days thereafter); or
  - (E) An encumbrance takes possession or a receiver or other similar officer is appointed in respect of any part of the undertaking or assets of the Customer or a distress, execution or other process is levied or enforced or instituted upon or against any property of the Customer and is not removed, discharged or paid out within seven days; or

- (F) Any security created by any mortgage or charge created by the Customer becomes enforceable and the mortgagee or the charge takes steps to enforce the same; Then, in any one or more of such events, the Company shall have the right without notice to the Customer and without prejudice to any other claim or right which the Company may make or exercise, to determine all or any of its contracts and/or accounts then outstanding with the Customer, and any principal or metal advanced to the Customer together with any interest thereon, shall become immediately due and payable and the Company may in its entire discretion exercise any of the rights listed in Condition 18 and shall not be obliged to deliver any metal (allocated or unallocated) under any contract or to release any metal security or cash standing to the credit of any of the Customer's Accounts or pay over the Sum to the Customer.
- 18.** (A) Without prejudice to any other rights or remedies that the Company may have if any one or more of the events mentioned in Conditions 16 and 17 hereof shall occur the Company shall be entitled, inter alia;
- (i) In accordance with Condition 19(A) hereof and without notice to the Customer, to close out all or any outstanding long or short positions of metal in the Customer's account and/or any unperformed contracts with the Company notwithstanding that the dates fixed for performances of all or any of the contracts so closed out may not have arrived; and/or
  - (ii) In accordance with Condition 19(B) hereof and without notice to the Customer, to invoice back all part of any metal (whether allocated or unallocated) standing to the credit or debit of the Customer in any account with the Company; and/or
  - (iii) In accordance with Condition 19(C) hereof and without notice to the Customer, sell to any third party or purchase itself, any metal (whether allocated or unallocated) standing to the credit of any of the Customer's accounts with, or any security held by, the Company.
- (B) The rights and powers conferred to the Company hereunder are in addition to and without prejudice to any other rights powers and remedies given to the Company by virtue of any other security or rule of law or equity. The Customer further agrees that the Company shall be endowed with a right of lien equivalent to a banker's lien and that the Company may exercise such lien or right of lien on all of the Customer's property or securities which may now or hereafter be in the Company's possession or custody, whether for safekeeping or otherwise.
- 19.** (A) (i) Where the Company exercises its rights under Condition 18 hereof to close out all or any outstanding long or short positions in the Customer's account with the Company, the closing out shall be effected by the Company making a matching contract with the Customer for an amount of metal sufficient to close out the said outstanding long or short positions (and for this purpose the Customer irrevocably appoints the Company as its agent).
- (ii) The amounts payable under the closed out contract and the matching contract shall be expressed in or converted to Hong Kong Dollars where the contracts are in respect of Hong Kong Gold and/or Hong Kong Silver and expressed in or converted to US Dollars where the contracts are in respect of Loco London Gold, London Gold and/or London Silver, and the only obligation of either the Company or the Customer in respect of



the Customer in respect of the closed out contract and the matching contract shall be the obligation of the Company (subject to the Company's rights under these Conditions) or the Customer, as the case may be, forthwith to pay the difference between the said amounts, expressed in Hong Kong Dollars or US Dollars as aforesaid;

(iii) The price at which the matching contract is made shall be at such price as the Company shall in its own judgment and at its discretion decide and expressed in the same currency as the closed out contract;

(iv) The Company may in its entire discretion close out contracts either on a single or a collective basis.

(B) Where the Company exercises its rights under Condition 18 hereof to invoice back any metal (whether allocated or unallocated) (including original margin and maintenance margin) recorded in the name of the Customer (whether standing to the debit or the credit of the Customer), the invoicing back shall be effected as follow:

(i) At the time of the invoicing back, the obligation to deliver the relevant amount of metal shall be commuted into a Dollar (HK\$ or US\$ as may be appropriate) obligation.

(ii) The dollar (HK\$ or US\$ as may be appropriate) obligation shall be calculated by the Company by reference to the market price of the metal at the time of the invoicing back and the Customer shall not challenge such calculation.

(iii) The amount of such Dollar obligation shall be payable forthwith by the Company to the Customer (subject to the Company's right under these conditions) or by the Customer to the Company as the case may be.

(C) Where the Company exercises its right under Condition 18 hereof to itself sell or to purchase metal (whether allocated or unallocated) standing to the credit of any of the Customer's accounts or any security held by the Company as original margin or maintenance margin in connection with any contract, the Company shall be entitled to sell or purchase the said metal or security at such price as the Company shall in its own judgment and at its discretion decide to convert any currency realized on such a sale or purchase into Dollars (HK\$ or US\$ as may be appropriate) at the exchange rate then current, and to use the proceeds in accordance with the Customer's agreement.

**20.** Any conversion from one currency into another or any determination of the market value of metal value of metal required to be made pursuant hereto or for the purpose of performing or enforcing these Terms and Conditions shall be effected by the Company in such manner as it may think fit.

**21.** (A) The Company may exercise any right or power granted to it hereunder at such time or times and in such manner (consistent with the express terms of these Terms and Conditions) as it may, in its absolute discretion, determine in respect of each occasion upon which any such right or power is exercised and the Company shall not be liable for any consequential effect thereof.

(B) The rights and remedies of the Company provided herein are cumulative and not exclusive of any rights of lien, sale, set-off or retention or other rights or remedies which the Company may have at common law, by statute or otherwise howsoever. No failure to exercise and no delay in exercising on the part of the Company and right or remedy shall

operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy or any action of or concession of the Company preclude any other of future exercise thereof or the exercise of any other right or remedy.

- 22.** Without prejudice to the Company's rights to insist on immediate payment of any overdue sum including overdue margin deposits, the Customer shall pay the Company interest on such overdue sum at the rate of 2.0% per calendar month from day to day from the date of default up to the date of actual payment (as well as before any judgment)
- 23.** The Customer shall reimburse the Company for all taxes imposts and levies whatsoever charged in connection with a sale or purchase transaction or in connection with the deposit and holding of metal and shall hold the Company indemnified against all such taxes imposts and levies.
- 24.** Whilst the Company may agree to effect such insurance as it deems appropriate, all metal held for the Customer whether allocated or unallocated and any metal held for the Customer by the Company or any of its correspondents whether in Hong Kong or abroad shall be at the sole risk of the Customer. Where delivery of metal involves transit of the same either from Hong Kong to overseas or vice versa, the transit of such metal shall be at the sole risk of the Customer.
- 25.** These Terms and Conditions cannot be modified or any of its provisions waived except in writing and signed by authorized persons of the Company. Without prejudice to the foregoing the Customer expressly agrees that neither the course of dealing between the parties nor any waiver in any one or more instances shall be deemed a waiver on other instances.
- 26.** The Company may at its discretion thereafter amend delete or make any substitution or addition (as the case may be) which shall be deemed to be incorporated herein unless objected to in writing the Customer within 48 hours from such notice and upon receipt by the Company of such written objection the Company shall be entitled to treat the same as an event of default by the Customer having happened.
- 27.** All contracts between the Company and the Customer and/or all documents recording the same and/or all statement relating to the Customer's account or accounts with the Company shall be conclusive if not objected to in writing by the Customer directed to the office of the Company within 2 days after the transmission of such documents and/or statements to the Customer by mail or otherwise.
- 28.** Any Terms, condition, stipulation, provision covenant or undertaking in these Terms and Conditions which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, void, prohibition or unenforceability, without invalidating the remaining provisions hereof, and any such illegality, void, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

29. The Customer shall pay or reimburse to the Company immediately upon demand all costs charges and expenses incurred by the Company in connection with the enforcement of or the preservation of any of its rights under those Terms and Conditions including but not limited to the fees and expenses of the Company's legal advisers (on a solicitor and own client basis).
30. Report, notices and any other communications may be transmitted to the Customer at the address or telephone number appearing on the records of the Company or at such other address or telephone number as the Customer shall notify the Company in writing, and all communications so transmitted, whether by mail, telegraph, telephone, telex, messenger or otherwise shall be deemed to be transmitted when telephoned or when deposited in the mail, or when received by a transmitted agent, whether actually received by the Customer or not.
31. These Terms and Conditions shall ensure for the benefit of the Company and its successors and assigns notwithstanding any change in the constitution of the Company by the admission or retirement of partners or otherwise.
32. In these Terms and Conditions unless the context otherwise requires:
- (A) The expression "the Customer" wherever used shall in the case where the Customer(s) is/are individual(s) include the Customer(s) and his their respective executors and administrators and in the case where the undersigned is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors 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 Customer's said account or accounts are being maintained and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the Customer is a Company include such Company and its successors.
  - (B) Where the Customer consists of more than one individual or where the Customer is a firm consisting of two or more individuals, the liabilities of the Customer hereunder shall be joint and several of such individuals.
  - (C) Works importing the singular number shall include the plural number and vice versa and works importing the masculine gender shall include the feminine gender and the neuter gender.
33. **All Contracts between the Company and the Customer shall be governed by and construed in accordance with the laws of Hong Kong, and the Uniform Law on the International Sale of Goods shall not apply to any such contracts. All the rights, responsibilities and obligations, disputes (including disputes regarding the existence, validity or termination of this Agreement) under the terms and conditions of this Agreement, or related to this Agreement, shall be governed by the laws of Hong Kong, and construed to the laws of Hong Kong. Client and dealer hereby agree that Hong Kong courts are the most applicable and most convenient in resolving disputes, all the disputes (including disputes regarding the existence, validity or termination of this Agreement) under the terms and conditions of this Agreement, or related to this Agreement, shall submit to the non-exclusive jurisdiction of Hong Kong courts, and the parties waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum. However, the Company is entitled to: (1) choose to commence legal proceedings in the Client's country of residence or where the Client's assets are located; (2) apply to the local courts to enforce any court orders imposed by the Hong Kong court; and (3) concurrently commence legal proceedings in one or more jurisdictions.**

# Precious Metal Electronic Trading Agreement

To: **PRESTIGE INTERNATIONAL BULLION LIMITED**

In consideration of your agreeing to open a Gold & Silver trading account(s) (the "Account") and operating the Account through PIB Web Service in my/our name for the purpose of and in connection with the sale and purchase of Gold & Silver contracts, I/We agree that the Account shall be operated by you through your PIB Web Service in accordance with and subject to the following terms and conditions:

## 1. Definition and Construction

- "Access Codes"** means together the Password, and the User ID
- "Account"** means the account or accounts of the Client with PIB
- "Client"** 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 sole proprietorship firm include the sole proprietor and his executor(s) and administrator(s) and his or their successors(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 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 successors.
- "PIB"** means PRESTIGE INTERNATIONAL BULLION LIMITED
- "PIB Web Service"** means the on-line trading service provided by PIB, any information contained therein and the software comprised in them
- "Password"** means my/our personal password used in conjunction with the User ID to gain access to the PIB Web Service
- "User ID"** means my/our personal identification used in conjunction with the Password to gain access to the service
- "Service"** means the facility which enables me/us to give electronic instruction and the information service provided by PIB

## 2. Acknowledgement and Warranties

- 2.1 I/We acknowledge that suppliers of market data do not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or messages disseminated by any party. Neither PIB nor any disseminating party will be liable in any way, for (a) any inaccuracy, error, or delay in, or omission of (i) any such data, information, or message; or (ii) the transmission or delivery of any such data, information or message; or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption of any such data, information, or message, except to the extent that same is caused by the gross negligence, fraud or dishonesty on the part of PIB, its employees, agents or representatives.
- 2.2 I/We am/are the only authorized user of PIB Web Service under these Terms and Conditions. I/We am/are solely responsible for the confidentiality, security and use of the User Name and Password. I/We shall be solely responsible for all orders entered through the use of PIB Web Service using my/our User Name and Password.
- 2.3 (a) I/We understand that PIB Web Service is a facility which enables me/us to send Electronic Instructions for transactions provided herein and to receive such information as determined by PIB from time to time and PIB shall be entitled to impose conditions and restrictions in relation thereto by reasonable notice to me/us given in such manner as PIB considers appropriate.
- (b) I/We undertake to use PIB Web Service only in accordance with these Terms and Conditions and the operational policies and procedures relating to PIB Web Service provided by PIB from time to time.
- (c) I/We acknowledge that PIB Web Service, and the software comprised in them, are licensed or proprietary to PIB. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of PIB website or any of the software comprised in them. I/We agree that PIB shall be entitled to suspend the Account immediately without notice to me/us, and the I/we acknowledge that PIB may take legal action against me/us, if I/we at any time breach this warranty and undertaking or if PIB at any time reasonably suspects that I/we have breached the same. I/We undertake to notify PIB immediately if I/we become aware that any of the actions described in this paragraph is being perpetrated by any other person. In case I/we have any question on the suspension of the Account, I/we should call PIB customer service hotline for clarification.
- 2.4 I/We shall immediately notify PIB if
- (a) an Electronic Instruction has been placed through the use of PIB Web Service but a reference in the form of an order identification number was not received on line from PIB,
- (b) an Electronic Instruction has been placed through PIB Web Service but an accurate acknowledgement of its execution or a trade identification was not received on line from PIB

- (c) I/We have received acknowledgement (whether in writing or given electronically or orally) of the execution of a transaction for which I/we did not instruct or there is any suspicion of unauthorized Electronic Instruction being given or unauthorized access to PIB Web Service being made; or
  - (d) I/We become suspicious of or aware of any unauthorized disclosure or use of my/our User Name and Password. If I/We fail to notify PIB as soon as practicable when any of the above events occur, neither PIB nor its employees, agents or representatives shall have any responsibility or liability to me/us or to any other person whose claim may arise through me/us for any claims with respect to the handling, mishandling or loss of any Electronic Instructions.
- 2.5 I/We agree that should I/we experience any problems with PIB Web Service, I/we shall use alternate methods including the use of PIB telephone service to communicate with PIB.
- 2.6 I/We shall take reasonable steps to ensure that all my/our computer systems and software are, and undertakes to ensure that they remain, virus free and secured.
- 2.7 PIB will take reasonable steps to ensure that any software provided by PIB for the purposes of enabling the use of PIB Web Service will be:
- (a) error free;
  - (b) virus free;
  - (c) uninterrupted;
  - (d) compatible with any other software; or
  - (e) capable of providing any facilities or functions to enable me/us and PIB to instruct and deal in accordance with these Terms and Conditions. I/We understand that I/we should keep all transaction records for my/our reference.
- 2.8 PIB and we/us will use their best endeavours to ensure that any communications between PIB and me/us via PIB Web Service will not be read, received or interfered with by any unauthorized person.
- 2.9 PIB shall not be liable for any quoting errors which occur due to a mistyping of a quote or missing an erroneous price request from me/us by any employees, agents, or representatives of PIB, like wrong big figure quote. PIB reserves the right to make necessary corrections or adjustments on the Accounts involved should there be any errors in the account balances resulting from the aforesaid. Any dispute arising from such quoting errors will be resolved on a basis of a fair market value of a currency a time such an error occurred.
- 2.10 PIB shall not be liable for any consequential, incidental, special, or indirect loss or damage (including lost profits, trading losses and damages) that result from inconvenience, delay, failure or inability in the use of the PIB Web Service that are beyond the control of PIB or the PIB Web Service provider even if PIB has been advised of the possibility of such loss or damages.

- 2.11 PIB shall not be liable for any losses resulting from or in connection with the use of PIB Web Service due to a cause over which PIB does not have control, including but not limited to the failure of electronic or mechanical equipment or communication lines, telephone or other connection problems.
- 2.12 Whilst every effort is made to ensure the accuracy of information available through PIB Web Service, PIB accepts no responsibility for any use made of the information provided and will not be liable for any loss suffered thereby.
- 2.13 PIB makes no representation and gives no warranty or condition, express or implied with regard to the information provided within the PIB Web Service.
- 2.14 I/We acknowledge that the Internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond your control. I/We acknowledge that, as a result of such unreliability, there may be delays in the transmission and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given. I/We further acknowledge and agree that there are risks of misunderstanding or errors in any communication and those risks shall be absolutely borne by me/us. I/We acknowledge and agree that it shall not usually be possible to cancel an Instruction after it has been given.

### **3. Termination**

- 3.1 This Agreement may be terminated at any time by written notice given by either party to this Agreement provided that this Agreement shall not be deemed to be terminated by me/us until you have advised me/us in writing (which notice may not be unreasonably withheld) that you accept my/our termination notice on the basis that I/we do not have any outstanding balances in the Account. Such notice shall not affect any transaction entered into by you prior to your receipt of such written notice and shall be without prejudice to any of the rights, powers or duties of you or me/us prior to such receipt.
- 3.2 Upon the issue of the notice pursuant to paragraph 3.1, you may terminate all accounts (including the Account) in my/our name with you and convert all monies held in or for such accounts into Hong Kong dollars and realize any open position in such accounts and subject to the full payment of all money owed by me/us to you, you shall:
- (i) credit any balance on such accounts to my/our bank account;
  - (ii) send by post at the risk of my/our account to my/our last known address a cheque in the amount of the credit balance of such accounts; or
  - (ii) deliver to me/us personally or to my/our duly authorized agent or attorney a cheque in the amount of the credit balance of such accounts; and send to me/us all documents of title relating to the Securities in such accounts.

#### 4. Provisions

- 4.1 If any provision of this Agreement shall be held to be invalid or unenforceable by any court or regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained here.
- 4.2 Where we consist of more than one person, the liability of each of us shall be joint and several and references to us shall be construed, as the context requires, to any or each of us. You shall be entitled to deal separately with any of us including the discharge of any liabilities to any extent without affecting the liability of the others.
- 4.3 Where any written instruction or any other written communication from me/us is given by facsimile, I/we hereby irrevocably authorize you to accept such facsimile message from me/us as the original instruction or communication from me/us, and I/we shall fully indemnify you on demand against all loss, damage, interests, costs, expenses, actions demands, claims, proceedings whatsoever which you may incur, suffer or sustain as a result of or arising from your acceptance, reliance on or acting upon those instructions or communication. I/We acknowledge that any notices and communications to you shall be sent or delivered or communicated (as the case may be) to any address or location as notified by you from time to time.
- 4.4 All notices and communications to me/us may be effectively given by mailing the same by post addressed to me/us at any of my/our business, residential or mailing addresses as they appear from time to time on your records, or by delivering the same to me/us or to any such address, or by telex, facsimile or telephone or e-mail to any number or address notified to you from time to time for the purpose and shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of post), and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of telephone, facsimile transmission or e-mail) and that no such notice or communication need be signed on your behalf. Notices and other communications delivered to me/us through email shall be deemed to have been personally delivered to me/us, in the case of delivery through email, upon receipt of a message confirming receipt.
- 4.5 Every transaction indicated or referred to in any notice, statement, confirmation or other communication and every statement of account shall be deemed and treated as authorized and correct and as ratified and confirmed by me/us unless you shall receive from me/us written notice to the contrary within five days after the date after such notice, statement, confirmation or other communication is deemed to have been received by me/us.
- 4.6 To the extent permitted by law, you may from time to time amend any of the terms and conditions of this Agreement by notifying me/us and such amendments shall come into effect immediately upon my/our deemed receipt of your notice. I/We acknowledge and agree that if I/we do not accept any amendments as notified by you from time to time, I/we shall have the right to terminate this Agreement in accordance with paragraph 3.
- 4.7 Your failure to insist at any time on strict compliance with any of the terms or conditions of this Agreement or any continued course of such conduct on your part shall in no event constitute or be considered as a waiver by you of any of your powers, rights, remedies or privileges.




4.8 I/We shall not assign any of my/our rights and/or obligations under this Agreement to any other party except with your prior written consent.

4.9 This Agreement and the terms and conditions contained therein are independent of any other agreement entered into between me/us and PIB and shall not be read, interpreted, construed or regarded as substitution or replacement of any terms and conditions contained in the other documents.

## 5. Governing Law

**All Contracts between the Company and the Customer shall be governed by and construed in accordance with the laws of Hong Kong, and the Uniform Law on the International Sale of Goods shall not apply to any such contracts. All the rights, responsibilities and obligations, disputes (including disputes regarding the existence, validity or termination of this Agreement) under the terms and conditions of this Agreement, or related to this Agreement, shall be governed by the laws of Hong Kong, and construed to the laws of Hong Kong. Client and dealer hereby agree that Hong Kong courts are the most applicable and most convenient in resolving disputes, all the disputes (including disputes regarding the existence, validity or termination of this Agreement) under the terms and conditions of this Agreement, or related to this Agreement, shall submit to the non-exclusive jurisdiction of Hong Kong courts, and the parties waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum. However, the Company is entitled to: (1) choose to commence legal proceedings in the Client's country of residence or where the Client's assets are located; (2) apply to the local courts to enforce any court orders imposed by the Hong Kong court; and (3) concurrently commence legal proceedings in one or more jurisdictions.**

客戶簽署：  
Client's Signature:



.....

見證人簽署：  
Witness Signature:

.....

姓名 Name: .....

姓名 Name: .....

日期 Date: .....

日期 Date: .....



致：天譽國際金業有限公司 (下稱「天譽國際」) Prestige International Bullion Limited (“Prestige”)

## 1. 開戶申請 Account Opening Application

本人／吾等\_\_\_\_\_ (下稱「客戶」)，茲要求 天譽國際為本人／吾等依照客戶協議中之貴金屬買賣條款及條件及客戶協議之貴金屬網上交易協議之條款，開立及維持一個或多個網上交易服務的貴金屬買賣帳戶，並且為本人／吾等提供一個或及登入密碼及用戶名稱以便使用 天譽國際網上交易服務的貴金屬買賣帳戶。

I/We \_\_\_\_\_ (“Client”) hereby apply to open and maintain a Precious Metal Trading Account(s) or account(s) with electronic trading services on the Terms and Conditions in Client’s Agreement and the terms and conditions set out in the Precious Metal Electronic Trading Agreement (“Additional Agreement”) in Client’s Agreement and to provide me/us one/more Password(s) and User Name(s) in order to access Prestige Electronic Trading Services.

## 2. 交易品種 Trading Products

請在適當位置加上 √ 號 Please tick the appropriate box :

倫敦金/倫敦銀 Loco London Gold, Loco London Silver  黃金公斤條人民幣合約 Kilo Gold RMB Contract

本人／吾等知悉 天譽國際網上交易服務的基準貨幣為美元。

I/We understand that base currency is USD in Precious Metal Trading Account or account with electronic trading services.

本人／吾等知悉 天譽國際網上交易服務的基準貨幣為人民幣。

I/We understand that base currency is RMB in Precious Metal Trading Account or account with electronic trading services.

## 3. 函件及密碼收取方式 Receiving Correspondence and Password Notification

請在適當位置加上 √ 號 Please tick the appropriate box :

本人／吾等要求貴公司的函件(包括本開戶申請表副本、開戶確認信[不包括密碼]) 使用以下方式收取：

Please send correspondences (Include Copy of Application Form, Account Opening Confirmation without password), to me/us by:

# 電子郵件方式 Email  郵寄方式 Post

本人／吾等要求以電子郵件方式獲取個人帳戶密碼。本人／吾等願意向 天譽國際透露有關個人資料作為核實身份之用，亦完全明白本人／吾等之帳戶密碼是絕對保密。本人／吾等須對 天譽國際核實密碼後被接納的所有買賣、損失、費用及支出負全部責任。

Please notify me/us the account password by e-mail. I/We understand that my personal information will be inquired as a means to verify my/our identity before password is released over the above notification “Receiving Correspondence Notification”. I also understand that my password is strictly confidential. I/We am/are responsible for all transactions, losses, cost and expenses, should any transaction be accepted and conclude by Prestige on quoting of the said password.

# 選擇此項者，務必在客戶資料內填寫電郵地址。

# Email address must be provided in the Client Particulars section if this box is ticked.

#### 4. 客戶資料 Client's Particulars.

中文戶名: Chinese Name of Account Holder:	英文戶名: English Name of Account Holder:	
身份證號碼 / 護照號碼: ID Card No / Passport No:		
住宅地址: Residential Address:		
通訊地址: Correspondence Address: (如與上述有異請註明 Please State if differ from above)		
住宅電話: Home Tel. No.:	手提電話: Mobile No.:	
電郵地址: E-mail Address:	傳真號碼: Fax, No.	
職業/行業: Occupation/Business Field:	職位: Position:	任職年期: Year(s) of Services:

#### 5. 銀行資料 Banking Information

銀行名稱: Name of Bank:
銀行帳戶號碼: Bank Account no:

客戶銀行資料收取，只作客戶資金轉帳之用

Client's banking information collect by client's account Transfers only

#### 6. 財務資料及投資經驗 Financial Information and Investment Experience

請在適當位置加上 √ 號 Please tick the appropriate box:

年收 Annual Income : <HK\$100,000  HK\$100,001-300,000  HK\$300,001-500,000  >HK\$500,000

其它資產 Other Asset : 物業 Property  存款 Savings  股票 Securities  其他 Other  \_\_\_\_\_

投資經驗 Investment Experience : 黃金 Bullion  外匯 Foreign Exchange  股票 Securities  其他 Other  \_\_\_\_\_

投資目的 Investment Objectives : 資本增值 Capital Growth  短線投資 Short Term  對沖 Hedging

## 7. 聲明及確認 Declaration and Acknowledgements

本人／吾等謹此聲明，本人／吾等閱悉及同意 天譽國際貴金屬買賣帳戶開戶申請表，並填寫客戶資料表，及閱悉及同意客戶協議中之貴金屬買賣條款及條件及客戶協議之金銀網上交易協議之條款。

I/We hereby declare that I/we have read to Prestige's Account Opening Form, completed the Client's Information and have read and agree to the Terms and Conditions in Client's Agreement and the terms and conditions set out in the Precious Metal Electronic Trading Agreement ("Additional Agreement") in Client's 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，附件客戶協議一切聲明亦準確。除非 天譽國際接到書面更改通知，否則 天譽國際有權為所有目的，完全依賴這些資料及聲明。天譽國際有權隨時聯絡任何人，包括客戶之銀行、經紀或任何信貸調查機構，以求證實客戶之 天譽國際貴金屬買賣帳戶開戶申請表內所載之內容。


I/We represent that the information on the Precious Metal Trading Account Opening Form is true, complete and correct and that the representations in the attached Client's Agreement are accurate. Prestige is entitled to rely fully such information and representation for all purpose, unless Prestige receives notice in writing of any change. Prestige is authorized at any time to contact anyone, including my/our bankers, brokers, or any agency, for the purpose of verifying the information on this Precious Metal Trading Account Opening Form.

倘若本開戶申請表及客戶協議及客戶協議中的附屬協議之中文譯本與英文譯本有任何歧義，概以英文版本為準。

In the event of any inconsistency between the English version of this form, and Client's Agreement, and Additional Agreement in Client's Agreement, and the translated equivalent in any other languages. The English version shall prevail, to the extent of any inconsistency.

上述所有文件均構成 天譽國際與 本人／吾等就該戶口達成協議。

All of which from the agreement made between Prestige and me/us in relation to the Account(s).

客戶簽署： Client's Signature:    .....
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此簽署會被視作授權簽章樣式

This Signature(s) will be deemed

as the specimen authorized signature(s)

姓名 Name :.....

日期 Date :.....

**8. 內部專用 For Office Use Only**

帳戶戶名 Name of Account Holder	客戶主任或介紹人姓名 AE/IB & Code
帳戶號碼 Account No.	備註 Remarks
完成開戶日期 Date Opened ( DD / MM / YY )	

天譽國際金業有限公司確認並接受：

We acknowledge and agree to the above:

.....  
獲授權者簽署及蓋章 Authorized Person's Signature

天譽國際金業有限公司代表

Duly authorized for and on behalf of

Prestige International Bullion Limited

日期 Date : .....

**風險披露 Risk Disclosure:**

本聲明並不完全披露貴金屬買賣之風險。鑒於買賣貴金屬存在著風險，所以投資者須完全理解有關這類產品的性質(及協議上的關係) 及其風險程度，才可進行買賣交易。買賣貴金屬並非適合任何人士。投資者必須先衡量其承擔市場風險或虧蝕能力。

The Brief Statement does not disclose all of the risks and other significant aspects of trading in metals. In light of the risks you should undertake such transaction only if you understand the nature of the agreement (and relationships of agreement) into which you are entering and the extent of your exposure to risk. Trading in metals is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, financial resources and other relevant circumstances.

1. **槓桿買賣的風險：**槓桿買賣的風險可以十分重大。閣下所蒙受的虧損可能超過閣下的最初保證金。即使閣下決定下備用買賣指示，例如「止蝕」或「限價」買賣指示，亦未必可以將虧損限於閣下原先設想的數額。市場情況可能使這些買賣指示無法執行。閣下可能被要求一接到通知即存入額外的保證金款額。如閣下未能在所訂的時間內提供所需的款額，閣下的未平倉合約可能會被平倉。閣下將要為閣下的帳戶所出現的任何短欠數額負責。因此閣下必須根據個人財務狀況及投資目標，仔細考慮這種買賣適合閣下與否。

**Risk of Margin Trading:** The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "Stop-Loss" or "Stop-Limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits and payments are not made within the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such financing arrangement is suitable in light of your own financial position and investment objectives.

2. **佣金及其他收費：**投資者在交易前，必須清楚明瞭其所承擔的佣金、費用及其他收費。上述的費用足以影響閣下的利潤或增加閣下的損失。

**Commission and other charges:** Before you begin to trade, you should obtain a clear explanation of all commission, fees, and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

3. **匯價風險：**投資者以非本土貨幣為主的合約交易(不論該交易是在客戶本土法制下進行與否) 將會因匯價波動而出現利潤或損失，主要因為需要將本土貨幣轉化成有關投資者的非本土貨幣。

**Currency Risks:** The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rated where there is a need to convert from the currency denomination of the contract to another currencies.

4. **電子交易：**電子系統交易與市場叫價可能不同，假若投資者進行電子系統交易，投資者將需面對軟件及硬件失靈的風險。若有任何系統失靈，可能無法按照投資者的指示進行交易。

**Electronic Trading:** 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 you undertake transactions on an electronic trading system, you will be exposed to risk associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

## 鎖倉聲明 Locking Position Statement

### 鎖倉風險 Locking Position Risk:

以下內容節錄自香港證監會「學」投資網，當中提及的槓桿式外匯買賣合約買賣只作例子參考。

Below statement using leverage forex trading as an example of locking position is for your reference only.

鎖倉可以減低因看錯市而引起的虧損 “Locking a position minimizes loss arising from an incorrect view”

假設你開立一個槓桿式外匯合約的倉位，持有一張指定貨幣合約的長倉，若其後證明你的看法錯誤，即有關貨幣的匯價下跌，你大可平倉，即沽出同一貨幣合約以抵銷之前的倉位，從而減低進一步虧損。

Suppose you open a leveraged forex position by going long on a contract of a particular currency pair. If it turns out that your view on the currency movement is incorrect, i.e. the exchange rate of the relevant currency falls, you can simply limit your loss by taking an opposite position, i.e. going short on the same currency contract, to close out your open position.

可是，有些投資者會採取一種稱為“鎖倉”的策略，透過開立新的短倉而非平掉所持有的長倉，變成同時持有一張長倉、一張短倉的未平倉合約。However, some investors prefer adopting a strategy called “locking position”, i.e. instead of going short on a contract to close out the long position, a new, short position is taken up, resulting in two open positions, one long and one short.

某些投資者以為透過鎖倉，他們可以更清晰評估有關貨幣往後的走勢，然後才決定如何將所持的長倉及短倉平掉，以達到解倉的目的。另一些投資者選擇鎖倉則因為他們認為鎖倉可以避免將浮動虧損變為真正的損失。

Some investors thought that, by locking a position, they would be in a better position to assess the outlook of the relevant currency movement and then decide how to unlock their positions by either closing the long or the short position. Others choose to lock their position because they thought that not realizing floating losses would make a difference.

可是，鎖倉並無助你對有關貨幣走勢的預測。而鎖倉實際上是將浮動虧損固定，與平倉的效果無異。任何其後進行的交易均不會改變已招致的虧損金額。假如你相信你對市場走勢的預測並不正確，並且認為當下是平倉止蝕的最佳時機，平倉定會較鎖倉可取。

However, by locking in the trading losses would not help you forecast currency movements. Furthermore, once a position is locked the trading loss would have been incurred and fixed. Any subsequent trading actions would not alter the amount of loss that has been incurred. If you consider that you are on the wrong side of the market trend and it is high time to take the trading loss, it is always advisable to close out rather than to lock your position.

假如你因不想將浮動損失變為真正的虧損而進行鎖倉，你便應瞭解因鎖倉而固定的浮動虧損實際上與真正的虧損沒有分別，原因是不論匯率的走勢如何，同一筆虧損仍會存在。

If you lock a position because you do not wish to realize the floating loss, you should note that the floating loss resulting from locking a position is essentially no different from the realised loss, as the same amount of loss will remain regardless of how the exchange rate moves.

除了須就將同時持有的長、短倉平倉而分別支付佣金外，鎖倉亦會引發利息開支。這是由於息差所致；而長、短倉的息差通常為 3%。

Apart from paying separate commissions when closing your simultaneous long and short positions, carrying a locked position in leveraged forex contract would result in an interest outlay. This is caused by the interest spread, which is normally 3%, between holding a long position and a short position.

為簡單說明起見，我們假設持有長倉可以收取利息，而持有短倉則須要支付利息(事實上，在某些市況下，持有長、短倉均須支付利息)。息差是由於相關貨幣的借貸利率有別所致。假如你將有關鎖倉保留一段長時間，以 3% 的息差計算，你的利息開支便可能相當可觀。

For simplicity, we assume that by holding a long position you will receive interest and you will have to pay interest by holding a short position (indeed, there are market conditions under which both the long and the short positions are subject to interest payment). The interest spread stems from the difference between the borrowing and the lending interest rates of the respective currencies. Given the 3% spread, the interest outlay may be quite significant if you carry your locked positions for a long period of time.

鑑於須支付的佣金及利息費用可以相當可觀，你在決定鎖倉前應三思。

Therefore, you should think twice before entering into a locked position given that considerable costs will be incurred in commissions and interests.

[節錄自証監會網站-慧博士-Stored from SFC web site Dr Wise]

**洗錢防制聲明 Money Laundering Control Statement**

**洗錢防制 Money Laundering Control:**

本人／吾等聲明所指的洗黑錢行為，包括藥品銷售之犯罪及財務上之不法行為。藥品銷售之犯罪是指製造、進口、銷售或經銷受管制藥品，上述犯罪行為包括由持續性之犯罪集團所為及隨身攜帶毒品在內；

I/We declare that money laundering activities consist of drug-trafficking offenses and financial misconduct. Drug-trafficking offenses include the manufacture, importation, sale, or distribution of controlled substances; the commission of acts constituting criminal enterprise and transportation of drug paraphernalia.

財務上之不法行為，是指對受害者、保管人、受託人、或法庭隱匿資產、及在破產程序中對債權人隱匿資產。在破產程序中，蓄意違反破產法之規定，製造虛偽的轉移行為。在破產程序中作出虛假之宣誓或請求，行賄；在貸款程序中給予佣金或餽贈、竊盜、侵佔或向銀行或其他貸款機構、保險機構申請不當貸款。向銀行或機構提出虛偽之貸款或信用申請及郵寄、電匯或詐欺銀行或對銀行郵寄作業之搶奪及竊盜。

Financial misconduct includes the concealment of assets from a receiver, custodian, trustee, marshal, or court, from creditor in a bankruptcy Proceeding, the making of a fraudulent conveyance in contemplation of a bankruptcy proceeding with the intent to defraud any bankruptcy law, the giving of false oaths or claims in relation to a bankruptcy proceeding; bribery; the giving of commissions or gifts for the procurement of loans; theft embezzlement, the making, the making of fraudulent bank or credit institution entries or loan or credit application; and mail, wire, or bank fraud or bank postal robbery or theft.


其他與洗錢有關之犯罪行為，尚包括仿冒行為、間諜行為、綁架及擄走人質、侵害著作權、或是藉由虛偽之聲明引進或移走海關人員保管下之財物、非法出口武器等在內。

Other activities associated with money laundering also include counterfeiting, espionage, kidnapping or hostage taking and copyright infringement, entry of goods by means of false statements, smuggling, removing goods from the custody of customs officials and illegally exporting arms.

本人／吾等確認已閱讀和瞭解風險披露、洗錢防制及鎖倉聲明的全部內容、本人／吾等已按意願選擇是/否就相關問題聽取獨立法律意見。  
I/We confirm that I/we have been read and understand the Risk Disclosure, Money Laundering Control and Locking Position Statement, to ask questions and take independent advice if I/We wish.

本人／吾等已閱讀並瞭解風險披露、洗錢防制及鎖倉聲明，謹確認聲明本人／吾等之資產或任何由本人／吾等所擁有或掌管的公司財產，均非來自聲明所述之行為。

I/We have read and understand the contents of Risk Disclosure, Money Laundering Control and Locking Position Statement and hereby declare and represent to the company that none of the assets, which I/we, or any corporation in with I/We am/are either as beneficial owner or holding a controlling interest, has been derived from any of the activities specified in this statement.

客戶簽署：  
Client's Signature:   
.....

見證人簽署：  
Witness Signature:  
.....

姓名 Name :.....

姓名 Name :.....

日期 Date :.....

日期 Date :.....