

CN First International Futures Limited - Client Agreement

中一期货有限公司 - 客户协议书

This Client Agreement started from the date of signing, Between CN First International Futures Limited (中一期货有限公司) (hereinafter referred to as "CN First"), CN First incorporated under the laws of Hong Kong SAR China, licensed under the Securities and Futures Ordinance (Cap 571) for Regulated Activities Type 2 Dealing in Futures Contracts under CE number BBH027; having offices at 3/F Blissful Building, 243-247 Des Voeux Road Central, Hong Kong; And (hereinafter referred to as the "Client") whose name, address and client information is attached on the "Client Information Form"

本客户协议书自签署之日起订立,协议书的一方为中一期货有限公司(以下简称为「中一」,中一地址为香港德辅道中 243-247 号德祐大厦 3 楼(根据中国香港特别行政区法律注册成立),乃一家根据《证券及期货条例》(第 571 章)获发牌进行受规管活动第 2 类(期货合约交易)的持牌法团(中央编号:BBH027),另一方(如文义允许,后文统称为「客户」)的名称,地址及身份信息载于客户数据表格内。

1. This Client Agreement: This Client Agreement ("Agreement") governs the relationship between the Client and CN First. If this Agreement conflicts with the website or any other marketing material CN First, this Agreement shall prevail. This Agreement cannot be amended or waived except in writing by a duly authorized officer of CN First. The Client Service employees of CN First cannot amend or waive any part of this Agreement. The Client acknowledges that CN First may from time to time revise this Agreement by sending notice of the revised Agreement by e-mail or upon the Client log-in. The Client's use of CN First service after such notice constitutes acceptance of the revised Agreement. CN First should notice the clients about any significant modifications of the Agreement.

客户协议书:客户协议书(以下简称为「协议书」)用于辖治客户与中一之间的关系。如本协议书与中一网站的内容有不一致之处,以本协议书为准。除非经过中一正式授权的管理人员以书面形式作出,否则不可对协议书进行修改或豁免。中一雇员不可修改或豁免协议书的任何部分。客户确认中一可通过电子邮件发送修改协议书通知或在客户登录后修改协议书。客户在上述通知后继续使用中一服务将被视为接受该修改本协议书。如协议书内提供的资料有任何重要的变更中一均会通知客户。

2. Entire Agreement: This Agreement constitutes the entire agreement between the Client and CN First in regards to the subject matter hereof and there is no other agreement, written or otherwise, between the parties. This Agreement, as amended from time to time as aforesaid, takes precedence over and supersedes any earlier or other agreement, written or otherwise, which may be purported to exist between the parties.

完整协议书:本协议书构成客户与中一关于本协议书内有关事项的完整协议书,双方无其他书面或其他形式的协议书。若经上文所述进行修改后,本协议书被视为优先并取代任何其他较早签订的书面或其他形式的协议书。

3. Time is of the essence of this Agreement: The Client is responsible for the maintenance of adequate equity in their account at all times and CN First may refuse to accept or proceed with any trade or instruction which might require equity beyond that available in the Client's account and further, the Client must fully satisfy any margin calls within the times stipulated by CN First in their absolute discretion. The Client must at all times satisfy whatever Margin Requirement (as defined hereunder) as calculated by CN First without delay. The Client is responsible and shall have no recourse against CN First for any losses which may occur on the Client's account due to CN First closing or liquidating positions which are not fully covered by the Client's equity in their account notwithstanding any equity paid into the account after the positions are closed or liquidated.

时间因素是协议书要点:客户应随时对其账户进行监督,以保证账户始终保有充足的资产金额,客户须在中一酌情规定的时限内完成保证金的追缴。如果账户资产金额不足,中一可拒绝接受或继续为客户进行交易或指令。无论何时,客户必须始终及时满足中一规定的保证金要求(细则见下文)。客户对于因中一在客户账户余额不足时结清或结算仓位带来的损失应付全责,并且无权追索中一,客户在仓位被结清或结算后仍需补充金额。

4. No Investment, Tax or Trading Advice: CN First representatives are not authorized to provide investment, tax or trading advice or to solicit orders. Nothing on CN First's website (or any other marketing material) is or shall be construed to be a recommendation or solicitation to buy or sell futures, options or other investments or to subscribe to any investment management or advisory services.

无投资、税务或交易建议:中一代表未获授权提供投资、税务或交易建议或邀约进行买卖指令。中一网站上(或任何其他营销材料)的任何

内容均不可视为购买或出售期货，期权或其它投资产品的一种推介或邀约。

5. Responsibility for the Client Orders/Trades: The Client acknowledges and agrees that the Client alone is responsible for security of their user name/password as CN First has no way to verify whether someone entering orders with the Client's username/password is the Client. The Client hereby agrees that unless CN First is notified and has agreed in writing, the Client will not allow any third party to access the Client's account. The Client is responsible for the confidentiality and use of the Client's user name/password and agrees to report any theft/loss of such user name/password, or any unauthorized access to the Client's account, immediately by telephone or email. The Client remains responsible for all transactions entered using the Client's user name/password until such time as the Client has been notified by CN First that the account has been deactivated per the Client notification.

客户指令/交易责任：客户确认及同意中一并不知悉以客户的用户名或密码输入的指令人员是否是客户本人。除非中一已被告知并同意，否则客户应不允许任何人使用其账户。客户本人负责其用户名/密码的保密性与使用，并同意如上述用户名/密码被窃取或遗失或被非法登录客户账户的情况，立即通过电话或电子邮件方式报告。客户对使用其用户名/密码所进行的所有交易均负全责，直至中一通知客户，该账户已按照客户的指示停止运作为止。

6. Order Execution: If the Client directs orders to a particular market, the Client assumes responsibility for knowing and trading in accordance with the rules and policies of that market (e.g., trading hours, order types, etc.). All orders are day orders. All unfilled orders will be cancelled automatically after the relevant market closes. CN First shall execute the Client orders as agent, unless otherwise confirmed. CN First can execute the Client orders as principal. CN First may use another broker, or an affiliate, to execute orders, and they have benefit of all CN FIRST's rights hereunder. CN First may decline any Client order, or terminate the Client's use of CN FIRST's services at any time in CN FIRST's sole discretion without giving any reasons whatsoever. All transactions are subject to rules and policies of relevant markets and clearinghouses, and applicable laws and regulations including but not limited to position limits and reportable limits. **CN First IS NOT LIABLE FOR ANY ACTION OR DECISION OF ANY EXCHANGE, MARKET, DEALER, CLEARINGHOUSE OR REGULATOR.**

指令执行：如果客户发出某个特定市场的交易指令，客户应承担知悉并遵守该市场的规定和政策的责任（例如，交易时间，指令类型等）。所有的指令都是当日有效。所有未成交的订单都会在闭市后自动取消。除非另外确认，否则中一作为代理人执行客户指令。中一亦可以主事人身份执行客户指令。中一可使用另一经纪公司或一个联属公司执行指令，且上述中介人或联属公司将从所有以下中一的权利中获益。中一可自行决定，及在毋须作出任何理由的情况下，拒绝接受任何客户指令或在任何时候终止客户使用中一的服务。所有交易应遵守相关市场或清算机构的规定或政策与适用的法规，包括但不限于持仓上限及交易所申报持仓上限。中一对任何交易所、市场、交易商、清算机构或监管机构的任何行动或决定不会承担任何责任。

7. Order Execution Price: CN First gives no guarantee on execution of orders at the best posted price: CN First may not have access to every market/dealer; other orders may trade ahead; market centers may not honour posted prices or may re-route orders for manual handling; or market rules, decisions or system failures may prevent/delay execution of the Client's orders or cause orders not to receive the best price.

指令执行价格：中一不能保证所有指令均以最佳挂牌价格执行；中一未能拥有权限于所有市场/交易商执行买卖指令；其它指令可能会被优先处理；市场中心可能不认可挂牌价或可能重新发送指令进行手工操作；或市场规则、决策或系统故障可能阻碍/延迟客户指令的执行或导致指令不能以最佳价格执行。

8. Order Cancellation/Modification: The Client acknowledges that it may not be possible to cancel/modify an order and that the Client is responsible for executions notwithstanding a cancellation/modification request.

指令取消/修改：客户确认指令可能未能取消/修改，尽管指令取消/修改的要求已经发出，客户仍须对指令执行的结果负责。

9. Confirmations:

确认：

A. The Client agrees to monitor each order until CN First confirms execution or cancellation. The Client acknowledges that confirmations of executions or cancellations may be delayed or may be erroneous (e.g. due to computer system issues) or may be cancelled/adjusted by an exchange. The Client is bound by the actual order execution, if consistent with the Client's order. If CN First confirms execution or cancellation in error and the Client delays reporting such error, CN First reserves the right to remove the trade from the account or require the Client to accept the trade, in CN FIRST's sole discretion.

A. 客户同意监视每条指令直至中一确认执行或取消指令为止。客户承认执行或取消的确认讯息可能会被延误或可能发生错误（如由于计算机系统问题所引起），或可能被交易所取消/调整。如实际执行的指令与客户的指令一致，客户应受实际指令执行的约束。如中一确认执行或取消错误且客户延迟报告上述错误，则中一保留从帐户中取消这一交易或要求客户接受该交易的权利，具体由中一自行决定。

B. In the following case, the Client agrees to notify CN First immediately by telephone or email if:

i) The Client fails to receive an accurate confirmation of an execution or cancellation;

ii) The Client receives a confirmation that is different from the Client's order;

iii) The Client receives a confirmation for an order that the Client did not place; or

iv) The Client receives an account statement, confirmation, or other information reflecting inaccurate orders, trades, balances, positions, margin status, or transaction history. The Client acknowledges that CN First may adjust the Client's account to correct any error. The Client agrees to promptly return to CN First any assets erroneously distributed to the Client.

B. 在以下情况下，客户同意立即通过电话或电子邮件通知中一：

i) 客户未能收到指令被执行或被取消的准确确认，无论是文本，电子或者口头形式；

ii) 客户收到一份客户未下达指令的确认，无论是文本，电子或者口头形式；

iii) 客户发现有未经授权使用其账号和/或密码的行为；或

iv) 客户收到与客户指令不一致的确认或者一份反映不准确的买卖指令、交易、余额、仓位、保证金状态或交易历史等信息的账单、确认通知或其他数据，客户须在其获知该类信息后的 7 日之内通知中一。客户知悉中一可能调整客户账户以更正任何错误。客户同意立即将中一由于错误分配给客户的任何资产立即归还给中一。

10. Recording: The Client understands and confirms CN First may record the dealing instruction or /and conversation with the Client for the purposes of compliance with laws and regulations required by the Securities and Futures Commission and statutory bodies from to time.

录音：客户明白并确认同意在证监会和监管机构的法律和条款规定下，中一可将客户的交易指示或/和对话进行任何方式的录音。

11. Client Qualification: The Client warrants that his, her or its application is true and complete; and he/she/it will promptly notify CN First of any information changes. The Client authorizes CN First to make any inquiry to verify information they provide.

客户资质：客户保证其申请数据是真实、完整的；如任何数据出现变化，将立即通知中一；客户还授权中一进行任何调查以核实所提供的信息。

A. Natural Persons: The Client warrants that the Client is over 18 of age; is under no legal incapacity.

A. 自然人：客户保证已年满 18 周岁、具有所有法定资格。

B. Organizations: The Client and its authorized representatives warrant that the Client: (i) is authorized under its governing document(s) and in the jurisdictions in which it is organized and/or regulated to enter into this Agreement and trade; (ii) is under no legal incapacity; and (iii) that persons identified to enter orders have proper authority.

B. 组织：客户与其授权代表保证，客户：（i）获得其治理文件及在其所组建和/或管理的管辖地的授权，签署本协议书及进行交易活动；（ii）具有所有法定资格；且（iii）经核实输入买卖指令的人员具有合理授权。

C. Trusts: "the Client" refers to the Trust and/or Trustees. Trustee(s) represent(s) that there are no Trustees other than listed in the application and certifies(y) that CN First may follow instructions from any Trustee and deliver funds, securities, or any other assets to any Trustee or on any Trustee's instructions, including delivering assets to a Trustee personally. CN FIRST, in its discretion, may require written consent of any or all Trustee(s) prior to following instructions of any Trustee. Trustee(s) has (have) the power under the Trust documents and applicable law to enter this Agreement, open the account applied for, and enter transactions and issue instructions. Such powers include, without limit, authority to buy, sell (including short), exchange, convert, tender, redeem and withdraw assets, and trade futures and/or options on futures, for the Trust. Should only one Trustee execute this Agreement, Trustee represents that Trustee has the authority to execute this Agreement, without consent by the other Trustees. Trustee(s) certifies(y) that all transactions for this account will comply with the Trust documents and applicable law. Trustee(s), jointly and severally, shall indemnify CN First and hold CN First harmless from any claim, loss, expense or liability for effecting any transactions, and acting upon any instructions given by the Trustee(s).

C. 委托：「客户」指的是委托人和/或受托人。受托人表示除了列明在申请数据上的受托人以外没有其他的受托人，并证实中一可遵从任何受托人的指示，将资金、证券或任何其它资金交付给任何受托人或根据任何受托人的指示将资金、证券或任何其它资金交付给任何受托人，包括将资金交付给受托人本人。中一可自行决定要求在遵从任何受托人的指示前获得任何或所有受托人的书面同意。根据委托档和现行法律，受托人有权签署本协议书、开设所申请的帐户类型、达成交易及发布指令。上述权力包括但不限于关于委托的授权买入、卖出（包括卖空）、交换、转换、偿还、赎回与提取资金与交易期货和/或交易期货期权。如只有一名受托人执行本协议

书，受托人表示在未获得其它受托人同意的情况下其有权执行本协议。受托人证明本帐户的所有交易将遵守委托文件与现行法律。受托人应共同并各自保障中一公司免于承担因履行任何交易和根据受托人的任何指示采取行动所引发的任何索赔、损失、费用或责任。

D. Regulated Persons and Entities: Unless the Client notifies CN First otherwise, the Client represents that the Client is not a broker-dealer; futures commission merchant; or affiliate, associated person or employee thereof. The Client agrees to notify CN First immediately by telephone or electronically through email if the Client becomes employed or associated with a broker-dealer or futures commission merchant.

D. 受监管的人士与实体：除非客户通知中一，否则客户表示其不是一名经纪商 - 交易商、期货交易商、或其附属公司、关联人士或雇员。如客户受雇于一名经纪商 - 交易商或期货交易商或与之相关联，客户同意立即通过电话或电子邮件方式通知中一。

12. Margin:

保证金

A. Risk of Margin Trading: The Client acknowledges that Margin trading is highly risky and may result in a loss of funds greater than the Client has deposited in the account. The Client represents that he or she has read and understood the “Risk Disclosure Statement” attached hereto.

A. 保证金交易的风险：保证金买卖具有高风险性，导致的损失可能超过客户账户内的已存资金。客户确认已阅读并知悉由中一提供的「风险披露声明」中的相关内容。

B. Requirement to Maintain Sufficient Margin Continuously: Margin transactions are subject to initial and maintenance margin requirements of exchanges, clearinghouses and regulators and also to any additional margin requirement of CN FIRST, which may be greater (collectively “Margin Requirements”). **CN First MAY FROM TIME TO TIME MODIFY MARGIN REQUIREMENTS FOR ANY OR ALL CUSTOMERS FOR ANY OPEN OR NEW POSITIONS AT ANY TIME, IN CN FIRST'S SOLE DISCRETION.** The Client shall monitor his, her or its account so that at all times the account contains sufficient equity to meet Margin Requirements. CN First may reject any order if the account has insufficient equity to meet Margin Requirements, and may delay processing any order while determining margin status. The Client shall maintain, without notice or demand, sufficient equity at all times to continuously meet Margin Requirements. Formulas for calculating Margin Requirements on the CN First website are indicative only and may not reflect actual Margin Requirements. The Client must at all times satisfy whatever Margin Requirement is calculated by CN FIRST. CN First is under no obligation to provide details of its calculation of Margin Requirements.

B. 持续维持足够保证金的要求：保证金形式交易须受制于各交易所、清算所、监管机构等的初始和维护保证金要求，同样，亦须遵守中一的任何额外保证金要求，该保证金的金额可能会较前者为高（统称为「保证金要求」）。中一可酌情在任何时间对于任何已开仓位或新仓位修改任何或所有客户的保证金要求。客户应监控其账户以保证在任何时候账户持有的资产金额均能够满足保证金要求。如果账户内的资产金额不足以达到保证金要求，则中一可拒绝任何指令，且在确认保证金状态时延迟处理任何指令。在无需任何通知或要求的情况下，客户应在任何时候保持足够的资产金额以持续满足保证金要求。中一网站上所用的保证金计算公式仅作参考，可能不能反映出实际的保证金要求。客户无论在任何时候，都必须满足由中一计算的任何保证金要求。中一没有义务提供其保证金要求的计算细节。

C. Margin Calls: CN First will issue margin calls via telephone and/or email when the Client has insufficient equity to meet Margin Requirements. Margin deficiency will also be reflected in the Client's account statement provided in the trading platform. The Client should promptly monitor the margin status in the account and respond to Margin Calls if any. In the event of margin deficiency, the Client is required to deposit additional equity into account to meet Margin Requirements within stipulated time limits. The Client represents that he or she has read and understood the “Margin Account terms and conditions” provided in Schedule 3 of this Agreement.

C. 追加保证金：当客户账户出现资产金额不足以满足保证金要求时，中一会通过电子邮件和/或电话向客户发送追加保证金通知。保证金不足的情况也会反映在交易平台上的客户账户报告中。客户应及时监控账户的保证金状况，并在有追加保证金通知的情况下及时补充保证金。在保证金不足的情况下，客户应在规定时间内存入资金以满足保证金要求。客户表示已经阅读及知悉协议书附表3中的「保证金账户条款和条件」

D. Liquidation of Positions and Offsetting Transactions:

D. 平仓与抵消交易：

i) IF AT ANY TIME THE CLIENT FAILS TO MEET MARGIN REQUIREMENTS WITHIN STIPULATED TIME LIMITS, CN FIRST HAS THE RIGHT, IN ITS SOLE DISCRETION, BUT NOT THE OBLIGATION, TO LIQUIDATE ALL OR ANY PART OF THE CLIENT'S POSITIONS IN ANY OF THE CLIENT'S CN FIRST ACCOUNT AT ANY TIME AND IN ANY MANNER AND THROUGH ANY MARKET OR DEALER, WITHOUT PRIOR NOTICE TO THE CLIENT. THE CLIENT SHALL BE LIABLE AND WILL PROMPTLY PAY CN FIRST FOR ANY DEFICIENCIES IN THE CLIENT'S ACCOUNT THAT ARISE FROM SUCH LIQUIDATION OR REMAIN AFTER SUCH LIQUIDATION. THE CLIENT ACKNOWLEDGES AND AGREES THAT CN FIRST SHALL HAVE NO LIABILITY FOR ANY DIRECT OR INDIRECT LOSS SUSTAINED BY THE CLIENT IN CONNECTION WITH SUCH LIQUIDATIONS (OR IF THE CN FIRST SYSTEM DELAYS EFFECTING, OR DOES

NOT EFFECT, SUCH LIQUIDATIONS) EVEN IF THE CLIENT RE-ESTABLISHES ITS POSITION AT A WORSE PRICE.

ii) CN First may allow the Client to pre-request the order of liquidation in event of a margin deficiency, but such requests are not binding on CN First and CN First retains sole discretion to determine the assets to be liquidated and the order/manner of liquidation. CN First may liquidate through any market or dealer, and CN First or its affiliates may take the other side of the transactions consistent with laws and regulations. If CN First liquidates any/all positions in the Client's account, such liquidation shall establish the Client's gain/loss and remaining indebtedness to CN First, if any. The Client shall indemnify and reimburse and hold CN First indemnified and harmless for all actions, omissions, costs, fees (including, but not limited to, attorney's fees), or liabilities associated with any such transaction undertaken by CN First. If CN First executes an order for which the Client did not have sufficient equity, CN First has the right, without notice, to liquidate the trade, in whole or in part, and the Client shall be responsible for any resulting loss.

iii) The Client acknowledges that CN First also has the right to liquidate all or part of the Client's positions without prior notice: (i) if any dispute arises concerning any of the Client's trades, (ii) upon any "Default" as described in Clause 14 below, or (iii) whenever CN First deems liquidation necessary or advisable for CN First's protection.

i) 如在任何时候，客户账户在指定时间规限下未能满足保证金要求，则中一有权酌情但并非有此义务，在任何时候以任何方式、通过任何市场或交易商，在无事先通知或向客户发出追加保证金通知的情况下，清算客户在中一的任何账户内所有或部分的客户仓位。客户应负责且迅速向中一支付由于上述平仓或部分平仓后保留的仓位所造成的客户账户欠缺的金额。客户确认并同意中一对与上述平仓有关的客户所遭受的任何损失均不负有责任（或如中一系统延迟执行或未执行上述平仓）即使客户在一个更差的价格平仓或重建其仓位。

ii) 如出现保证金不足的情况，中一可允许客户要求预先发出清算的指令通知，但上述要求对中一不具有约束力，中一保留独立酌情权 决定要清算的资产、平仓指令及平仓方式。中一可通过任何市场或交易商进行平仓，中一或其附属公司可在符合法律和法规的情况下， 进行与客户仓位相反的相关交易。如中一对客户账户中的任何/所有仓位进行平仓，上述清算仓位应确认为客户的收益/损失以及所欠中一的债务（若有）。客户应对由中一承担的任何上述交易相关的所有诉讼、疏忽、成本与费用（包括但不限于律师费）或责任做出补偿或使之不受损害。如果在客户权益净额不足的情况下，中一执行了一条指令，那么，中一有权在不事先通知客户的情况下对交易进行部分或整体清算，且客户应对任何由此产生的损失负责。

iii) 客户确认中一有权在以下情况可以清算客户的全部或部分仓位，无需事先通知：（i）如关于客户的任何交易出现任何争议；（ii）发生下文第 14 条中所述的任何「违约」；或（iii）任何时候当中一认为为保护自身利益有必要或适当的进行清算平仓。

13. Security Interest: All assets of any kind held by or on behalf of CN First for the Client's account are hereby pledged to CN First and are subject to a perfected first priority lien and security interest in CN First's favour to secure performance of obligations and liabilities to CN First arising under this or any other agreement.

担保物权：由中一所持有的或代表的客户账户的所有资产在此质押给中一，且中一对留置与担保物权应享有完全优先受偿的权利，以确保本协议或其他任何协议下的所欠的中一的债务和欠债得以清偿。

14. Event of Default: A “Default” occurs automatically, without notice upon: (i) the Client’s breach/repudiation of this or any other agreement with CN First; (ii) the Client’s failure to provide assurance satisfactory to CN First of performance of an obligation, after request from CN First in CN First’s sole discretion; (iii) issuance of proceedings by/against the Client under any bankruptcy, insolvency, or similar law; (iv) assignment for the benefit of the Client’s creditors; (v) appointment of a receiver, trustee, liquidator or similar officer for the Client or the Client’s property; (vi) the Client’s representations being untrue or misleading when made or later becoming untrue; (vii) legal incompetence of the Client; (viii) proceeding to suspend the Client’s business or license by any regulator or organization; (ix) CN First having reason to believe that any of the foregoing is likely to occur imminently.

违约事件：无需任何通知，违约事件在以下情况自动发生：（i）客户违反/拒绝履行本协议或与中一之间签订的任何协议；（ii）在中一自行决定发出要求后，客户未能向中一提供让中一满意的清偿债务保证；（iii）根据任何破产法或类同的法律，由客户发起或针对客户发起的诉讼；（iv）为了客户债权人的利益进行转让；（v）破产接管人、受托人、财产清算人或类似人员受委任处理客户或客户的财产；（vi）客户的陈述在当时或陈述后不真实或具有误导性，或后来变为不具真实性；（vii）客户无法律行为能力；（viii）由任何监管机构或组织终止客户的业务或牌照；（ix）中一有理由相信任何以上情况可能即将发生。

The Client unconditionally agrees that, upon a Default, CN First may terminate any or all CN First’s obligations to the Client and CN First shall have the right in its discretion, but not the obligation, without prior notice, to liquidate all or any part of the Client’s positions in any CN First account at any time and any manner and through any market or dealer. The Client shall reimburse and indemnify and hold CN First indemnified and harmless for all actions, omissions, costs, fees (including, but not limited to, attorney’s fees), or liabilities associated with any Default or any transaction undertaken by CN First upon Default.

客户无条件同意一旦发生违约事件，中一可终止履行其对客户的部分或所有义务，且中一有权自行决定，但并非有此义务，在无事先通知的情况下，在任何时间以任何方式通过任何市场或交易商清算客户在任何中一账户内所有或部分的客户仓位。客户应对因任何客户违约相关的、或者因客户违约由中一完成的交易所产生的所有相关诉讼、疏忽、成本与费用（包括但不限于律师费）或债务对中一做出补偿或使之免受损害。

15. Suspicious Activity: If CN First in its sole discretion believes that the Client account has been involved in any fraud or crime or violation of laws or regulations, or has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether victim or perpetrator or otherwise), CN First may suspend or freeze the account or any privileges of the account, may freeze or liquidate funds or assets, or may utilize any of the remedies in this Agreement for a “Default”.

可疑交易：如中一根据其自己的判断认定客户的账户已卷入任何欺诈或犯罪行为，或违反法律法规，或已被非法使用或卷入任何可疑交易（无论是作为受害者或犯罪者或其它身份），中一可终止或冻结其客户之账户或账户享有的任何特权；可冻结或清算客户的资金或资产；或可利用本协议书的「违约事件」内注明的任何法律补偿。

16. Multi-Currency Function in CN First account:

中一账户内的多币种功能

A. The Clients are able to trade products denominated in different currencies using US Dollar as the base currency. Upon trade of a product denominated in a different currency from the base currency, clients have a discretion to either (i) physically convert the US Dollar into that different currency for purpose of Margin Requirements; or (ii) deposit an equivalent additional amount of that different currency for Margin Requirements. **In case no instruction has been received from the Client, CN First reserves the discretion to execute any FX conversion on behalf of the Client to fulfill the obligation of Margin Requirements on the next trading day.** If the Client maintains positions denominated in foreign currencies, CN First will calculate Margin Requirements by applying exchange rates specified by CN First.

A. 客户可以使用美元作为基准货币来交易以不同货币计价的产品。在用基准货币进行以不同货币计价的商品交易时，客户需自行决定

(i) 将美元转换成不同货币用于满足保证金要求；或 (ii) 存入额外等值的不同货币用于满足保证金要求。在客户没有任何指示情况下，中一保留酌情权代客户在下一交易日执行汇兑，作为履行满足保证金要求的责任。如客户保持以外币计价的仓位，中一将使用由其规定的汇率计算保证金要求。

CN First WILL APPLY “HAIRCUTS” (A PERCENTAGE DISCOUNT ON THE FOREIGN CURRENCY EQUITY AMOUNT) TO REFLECT THE POSSIBILITY OF FLUCTUATING EXCHANGE RATES BETWEEN THE BASE CURRENCY AND THE FOREIGN CURRENCY. THE CLIENT MUST CLOSELY MONITOR MARGIN REQUIREMENTS AT ALL TIMES, PARTICULARLY FOR POSITIONS DENOMINATED IN FOREIGN CURRENCIES, BECAUSE FLUCTUATION IN THE CURRENCY AND THE VALUE OF THE UNDERLYING POSITION CAN CAUSE A MARGIN DEFICIT. THE CLIENT IS RESPONSIBLE FOR ALL PROFIT AND LOSS RESULTED FROM EXCHANGE RATE FLUCTUATION.

中一将使用「估值折扣」（用于外币资产金额的一个百分比折扣率）以反映基准货币与该外币之间的汇率波动的可能性。客户必须随时密切监视保证金要求，特别是以外币计价的仓位的保证金要求。因为该货币的汇率波动与所持仓位价值的变化，可能引起保证金短缺的情况。客户对汇率波动造成的所有利润和损失自行负责。

B. The Client agrees that CN First’s obligations to the Client shall be denominated in base currency only. The floating profit and loss of any open position in a foreign currency denominated product will be reflected in the foreign currency in the account statement. After closing out positions, the realized profit and

loss, together with the margins released, from trading a foreign currency denominated product will either be: (i) converted back to base currency by applying exchange rates specified by CN First, or (ii) retained in the Client's account as instructed by the Client.

B. 客户同意中一对客户的款项责任应只限于基础货币计价。任何以外币计价的产品未平仓仓位的浮动利润及损失在账单中都将以外币计价显示。在结清仓位后，以外币计价的商品交易实际利润和损失，与其释放的保证金，将有以下两个安排：（i）采用中一指定的汇率兑换成基础货币；或（ii）按照客户指示，保留该外币在客户账户中。

17. Commodity Options and Futures Not Settled in Cash: The Client acknowledges that: (i) commodity options cannot be exercised and must be closed out by offset; and (ii) for futures contracts that settle not in cash but by physical delivery of the commodity, the Client cannot make or receive delivery. If the Client has not offset a commodity option or physical delivery futures position prior to the deadline, CN First is authorized to roll or liquidate the position or liquidate any position or commodity resulting from the option or futures contract, and the Client is liable for all direct or indirect losses, costs and/or expenses in respect thereof.

不以现金结算的商品期权与期货：客户确认：（i）商品期权不能行使，必须通过对抵销进行平仓；及（ii）对于不以现金结算而通过商品实物交割的期货合约，客户不能进行或接受交割。如客户在最后截止日期前尚未抵销商品期权或实物交割期货仓位，客户授权中一转仓或平仓，或清算由期权或期货合约所引起的任何仓位或商品，客户负责承担所有直接或间接的损失/费用。

18. Commissions and Fees, Interest Charges, Foreign Exchange Charges, Funds:

佣金与收费、利息支出、换汇手续费支出、资金

A. Commissions and fees are as specified in the Fee Schedule as attached hereto unless otherwise agreed in writing by an officer of CN First. **The Client represents that he or she has read and understood the "Fee Schedule" attached hereto.** The Client acknowledges that CN First deducts commissions/fees from the Client's account and part of the commissions/fees may be used for the employees' commissions/bonus, which will reduce account equity. Margin calls will be issued if commissions or other charges cause a margin deficiency. Changes to commissions/fees are effective immediately upon either of: posting on the CN First's website or email or other written notice to the Client.

A. 除非经中一管理人员书面同意，否则佣金与收费按照该协议书附加的手续费优惠表收取。客户表示已经阅读并理解附加的手续费优惠表。客户认可中一从客户账户中扣除佣金/收费，部分佣金/收费有机会用于员工的佣金/花红，客户账户内的资产金额将会减少。如佣金或其它收费引起保证金出现短缺，则将触发追加保证金通知。佣金或收费修改会在以下任何一种情况发生后立即生效：在中一网站上公布，或以电子邮件或其它书面声明发送给客户。

B. For the avoidance of doubt, the Client hereby confirms and agrees that CN First is permitted to retain money representing interest on money received from or for the account of the Client in relation to the business of dealing in Futures Contracts, Option Contracts and money paid or reimbursed to CN First by the Clearing Broker in respect to the business of dealing in Futures Contract or Options Contract transactions by CN First on the instructions of the Client. CN First shall charge debit interest from the Client account.

B. 为避免存疑，客户特此确认并同意，中一从客户账户或代客户收到的涉及期货合约及期权合约交易的资金，以及中一根据客户指令对期货或期权合约进行交易而收到的清算经纪商支付或偿还中一的相关资金，中一可以保留该资金的利息。如遇客户某币种的保证金不足时，中一可以从客户账户中收取借项利息。

C. The Client's funds will not be disbursed until any and all transactions are settled.

C. 客户资金只有在所有交易都结算后方可拨付。

19. Account Deficits: If a cash account incurs a deficit, margin interest rates will apply until the balance is repaid, and CN First has the right, but not the obligation, to treat the account as a margin account. **The Client agrees to pay reasonable costs of collection for any deficit unpaid by the Client, including attorneys' and collection agent fees.**

账户负结余：如一个账户出现负结余，差额将被收取利息，直至差额全数偿还。客户同意对任何未支付的客户账户资金欠缺支付合理的收款成本，包括律师费与收款代理人手续费。

20. Risks of Foreign Markets; After Hours Trading: The Client acknowledges that trading options or futures on a foreign market is speculative and involves high risk. There also are special risks of trading outside ordinary market hours, including risk of lower liquidity, higher volatility, changing prices, un-linked markets, news announcements affecting prices, and wider spreads. The Client represents that the Client is knowledgeable and able to assume these risks.

外国市场的风险：客户承认在外国市场上进行期权与期货交易为投机性交易且存在高风险。亦存在正常交易时间以外的特殊交易风险，包括流动性不足风险、较高的价格波动风险，价格变动风险、未能连接市场风险，影响价格的新闻公告与较大买卖差价风险。客户表示其具备有关知识，且能够承担上述风险。

21. Quotes, Market Information, Research and Internet Links: Quotes, news, research and information accessible through CN First's website and Trading Platform (including throughlinks to outside websites) (collectively "Information") may be prepared by independent providers ("the Providers"). The Information is the property of CN First, the Providers or their licensors (as the case shall be) and is protected by law. The Client agrees not to reproduce, distribute, sell or exploit (whether for profit or not) the Information in any manner without written consent of CN First or the Providers. CN First reserves the right to terminate access to the Information. All of the Information is factual, fair and balanced materials. The Information, including but not limited to its content, context, design and overall impression, either individually or collectively, does not constitute a recommendation by CN First or a solicitation to buy or sell. Neither CN First nor the Providers guarantee accuracy, timeliness, or completeness of the Information, and the Client should consult an advisor before making investment decisions.

报价、市场信息、研究与因特网连接：通过中一网站和交易平台（包括通过连接到外部网站）获得的报价、消息、研究与信息（以下简称「信息」）可能是由独立的供货商编制。这些信息是中一、供货商或其授权商的财产，受法律保护。客户同意如中一或供货商的书面同意，不会复制、分发、出售或以任何方式利用这些信息（不管谋利与否）。中一保留终止客户获得这些信息的权利。所有信息是真实、公平和均衡的资料。信息中的任何内容，包括但不限于其内、背景、设计和整体印象，无论是单独或整体，均不可视为中一的推荐或买卖邀约。中一与供货商均不保证信息的准确性、及时性或完整性，客户在作出投资决定前应咨询其投资顾问。

RELIANCE ON QUOTES, DATA OR OTHER INFORMATION WHICH ARE FACTUAL, FAIR AND BALANCED MATERIALS IS AT THE CLIENT'S OWN RISK. IN NO EVENT NOR UNDER ANY CIRCUMSTANCE WILL CN First OR THE PROVIDERS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES ARISING FROM USE OF THE INFORMATION. THERE IS NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE INFORMATION, INCLUDING WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE, OR WARRANTY OF NON-INFRINGEMENT

客户信赖报价、数据或其它信息，而此信息是真实、公平和均衡的资料，风险自负。在任何情况下中一或供货商对使用上述信息所引起的、附带的、特殊的或间接的损失均不负有任何责任。中一不提供任何形式的担保，无论是明示还是暗示的与本信息有关的担保，包括适售性担保、对某一种特定的用途适应性的担保或非侵权担保。

22. License to Use CN First Trading Platform: CN First has obtained the right from Wenhua Information Systems Limited ("Wenhua"), the developer of the CN First Trading Platform (the "Trading Platform"), to grant the Client a non-exclusive, non-transferable license to use the Trading Platform solely as provided herein. Title to and any intellectual property in relation to the Trading Platform and updates thereof shall remain the sole property of Wenhua, including all patents, copyrights and trademarks. The Client shall not sell, exchange, allows access or transfer the Trading Platform to any third party. The Client shall not copy, modify, translate, decompile, reverse engineer, disassemble or reduce to a human readable form, or adapt, the Trading Platform or use it to create a derivative work. Wenhua is entitled to immediate injunctive relief for threatened breaches of these undertakings. The Client shall indemnify CN First for any liability arising out of the Client's use of or infringement in relation to the Trading Platform.

使用中一交易平台的许可：中一已经获得中一交易平台发展商文华财经信息有限公司（简称文华）的授权，授予客户一个非独有性的、非转让性的许可使用中一在此独有提供的交易平台的。文华对其交易平台和更新版本仍拥有独家拥有权，包括所有专利、版权或商标。客户不得出售、交换、允许获得或转让中一的交易软件给第三方。客户不得拷贝、修改、翻译、译码、反向工程、反汇编或转化为人类可读的形式或改编中一交易软件或使之成为另一项衍生产品。在收到违犯承诺的威胁时，文华有权向法院申请实时禁制令。客户应补偿中一因使用交易平台或由于侵权行为引发的债务。

23. LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES PROVISION: THE CLIENT ACCEPTS THE CN First TRADING PLATFORM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; ACCURACY; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL CN First BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING LOSS OF BUSINESS, PROFITS OR GOODWILL. CN First SHALL NOT BE LIABLE TO THE CLIENT BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF THE CN First TRADING PLATFORM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY HARDWARE OR SOFTWARE MALFUNCTION; SYSTEM OVERLOADING; GOVERNMENTAL, EXCHANGE OR OTHER REGULATORY ACTION; ACTS OF GOD; WAR, TERRORISM, OR CN FIRST'S INTENTIONAL ACTS NOT INVOLVING DISHONESTY, MALICE OR WILFUL BLINDNESS. THE CLIENT RECOGNIZES AND ACCEPTS THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF THE CN First TRADING PLATFORM. IN NO EVENT SHALL CN FIRST'S LIABILITY, REGARDLESS OF THE FORM OF ACTION AND DAMAGES SUFFERED BY THE CLIENT, EXCEED THE HIGHEST TOTAL MONTHLY COMMISSIONS PAID BY THE CLIENT TO CN First OVER THE 6 MONTHS PRIOR TO ANY INCIDENT.

责任限制与违约赔偿金规定：客户接受中一交易系统「现有的状况」，无明示或暗示的担保、包括但不限于对适售性或某特定用途、目的或应用的暗示担保；及时性、准确性、免于中断的担保；或任何的由交易使用、交易过程或履行过程所引起的暗示担保。在任

何情况下，中一对任何惩罚性的、间接的、附带的、因应先前情况而产生的损失或损害均不承担责任，包括业务、收益或商誉的损失。中一对由于服务的延迟、中断或传送、或中一交易平台的系统故障均不承担责任，无论是何原因，包括但不限于那些由硬件或软件所引起的故障；系统超载；政府的、交易所的或其它监管机构的行动所引起的；天灾、战争、恐怖主义或中一非涉及不诚实、恶意、视而不见的有意行为。客户确认并接受在使用中一交易系统时可能出现延迟或中断的情况。在任何情况下，无论采取何种

行动，无论客户遭受何种损失，中一的责任不应超过发生事故前六个月由客户支付给中一的其中一个月份的最高佣金总额。

24. Alternative Trading Arrangements: Whilst CN First will take all reasonable measures to ensure the integrity of the electronic trading system it uses or provides to client for use, as may be appropriate in the circumstances, including the system's reliability, security and capacity, and have appropriate contingency measures in place, computer-based systems such as those used by CN First are inherently vulnerable to disruption, delay or failure. In the event of Trading Platform failure, CN First may, at its discretion, provide trading/dealing service via telephone to its customer until Trading Platform recovers.

中一将采取一切合理措施，确保其使用或提供给客户使用的电子交易系统的完整性，在适当的情况下，包括系统的可靠性，安全性和容量，并采取适当的应急措施。备用交易安排：以计算机形式运作的系统，例如中一使用的交易系统，或会受中断、延迟或发生故障的影响。如果交易平台发生故障，在交易平台恢复交易前，中一可以自行决定通过电话给客户id提供交易服务。

25. Consent to Accept Electronic Records and Communications

同意接受电子记录与通信联系

CN First provides electronic trade confirmations, account statements, tax information and other records and communications (collectively, "Records and Communications") in electronic form. Electronic Records and Communications may be sent to the Client's Trading Platform or to the Client's e-mail address. By entering into this Agreement, the Client consents to the receipt of electronic Records and Communications. Such consent will apply on an on-going basis and for every tax year unless withdrawn by the Client. The Client may withdraw such consent at any time by providing electronic notice to CN First through email. If the Client withdraws such consent, CN First reserves the right to require the Client to close the Client's account.

中一通过电子形式提供电子交易确认书、对账单、税务信息和其它客户记录与通信联系（以下统称为「记录与通信联系」）。记录与通信联系可发送至客户的交易平台或发送至客户的电子邮件地址。通过签署本协议，客户同意接收记录与通信联系。除非客户撤回其同意，否则上述同意持续适用，并适用于每个税务年度。客户可在任何时候通过电子邮件形式发出电子通知予中一撤回其同意。如果客户撤回其同意，中一保留要求客户关闭其账户的权利。

To receive email from CN First, the Client is responsible for maintaining a valid Internet email address and software allowing the Client to read, send and receive email. The Client must notify CN First immediately of a change in the Client's email address by using those procedures to change a Client's e-mail address that may be available on the CN First website.

为了能收到中一的电子邮件，客户有责任保持一个有效的电子邮件地址与相关软件，这样才能确保客户可以阅读、发送、接收电子邮件。当客户更改电邮地址时，客户必须按照既定程序，使用在中一网站上提供的途径，立刻通知中一，以便我们对客户的电邮地址做出修改，使其能够被正常使用。

26. Miscellaneous:

杂项:

A. The English version of this Agreement has been translated into Chinese such that the Client could understand all the provisions according to his/her/its language preference. Should there be any discrepancy, however, between the English and Chinese versions, the English version shall prevail. The Client represents that the Client understands and accepts its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure or delay of CN First to enforce any term or condition of this Agreement is not a waiver of the term/condition. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

A. 本协议的英文版本已翻译成中文，以便客户可以根据他/她的语言偏好理解所有条款。如果中英文版本之间存在任何差异，则以英文版本为准。客户表示客户理解和接受本协议的条款。本协议包括协议书双方之间的完整协议书，除此以外，协议书双方不做出其它陈述或担保。如本协议中的任何规定无法执行，不应影响其它规定的效力。中一未能或延迟履行本协议的任何条款不被视为其对本协议书条款的豁免。一方对本协议书中任何违反或违约行为的豁免，不应构成对本协议书其它日后违反或违约行为的豁免。

B. The Client acknowledges receipt of and accepts the CN First Privacy Statement and consents to collection and use of the Client's information as described therein.

B. 客户确认收到并接受中一一个人隐私声明，且同意根据其规定收集和使用客户信息。

C. The Client may not assign or transfer any rights or obligations hereunder without the prior written consent of CN First. Upon notice to the Client, CN First may assign this Agreement to another broker-dealer or futures commission merchant. This Agreement shall inure to the benefit of CN First's successors and assigns. CN First may terminate this Agreement or its services to the Client at any time. The Client may close its account upon notice to CN First electronically through email, but only after all positions are closed and all other Requirements specified on the CN First website regarding account closure are satisfied. Residual monies in the client account will be paid out to the Client only after all positions have been fully unwound and/or liquidated and all trades are settled.

C. 如果无中一的事先书面同意，客户不可出让或转让本协议书下的任何权利或义务。在向客户发出通知后，中一可将本协议书转让给另一经纪人—交易商或期货经纪商。本协议书应保证中一继承人或受转让人的利益。中一可在任何时候终止本协议书或向客户提供的服务。客户可通过中一的网站以电子方式通知中一后关闭其账户，但只有在所有仓位清仓后，并满足中一网站上规定的关闭账户的所有其它要求才可进行。只有在所有仓位都被完全结清和/或平仓及所有交易被结算后，中一才会支付客户账户的剩余款项给客户。

D. CN First should provide the product specifications or constitutions or other documents as required by the Client.

D. 中一应按照客户要求提供有关该客户交易产品的规格或章程或其他要约文件。

E. The Client authorizes CN First, directly or through third parties, to make any inquiries that CN First considers necessary to conduct business with the Client. This may include ordering a credit report and performing other credit checks in the event of any default or breach of the obligations herein by the Client, or verifying the information the Client provides against third party databases and making any necessary credit report in the event of default on the part of the Client that may be required by membership in any credit reporting agency. Any information obtained is maintained in accordance with the CN First Personal Data Privacy Information Notice

E. 客户直接或通过第三方授权给中一，当中一认为有必要时可以对开展业务的客户进行任何查询。这包括使用信用报告，及一旦出现任何违约或违反义务的事件，可执行其他信用检查；或一旦客户一方发生违约事件，可向第三方的相关数据库查核客户的数据，并形成必要的信用报告，此信用报告可能是成为任何信用评级会员所需的要求。所有获取的相关信息均依据中一个人资料（私隐）条例的规定处理保存。

F. CN First is required, upon the request of exchanges or the Commission, to disclose the name, beneficial identity and such other information concerning the Client as the Exchange or the Commission may require and that the Client agrees to provide such information concerning the Client as CN First may require in order for CN First to comply with this requirement.

F. 中一必须在交易所或证监会提出要求时，披露客户的姓名或名称、实益身份及交易所或证监会可能要求的其他有关的客户数据，而客户亦同意提供中一可能需要的有关客户的数据，以便中一能够符合本规定的要求。

27. Financial Dispute Resolution Center:

金融纠纷调解中心:

The Financial Dispute Resolution Center ("FDRC") has been established in Hong Kong by the Securities and Futures Commission and as a licensed party CN First is required to be a member of the FDRC. The FDRC has been established to mediate and if necessary arbitrate client complaints as they pertain to Intermediaries in Hong Kong. In the event of a complaint or a dispute arising pursuant to such a complaint between the parties, the parties agree as follows:

香港金融纠纷调解中心（「FDRC」）是由香港的证券及期货事务监察委员会成立，而中一作为持牌机构，亦是当然的成员之一。FDRC 的成立目的是协助调解，如有需要下仲裁，中介人与其客户之间的金钱纠纷。在出现投诉或双方出现纠纷的情况下，双方达成如下协议：

The Client hereby agrees that he/she/they will resolve amicably via the FDRC any and all outstanding disputes except as provided for in the FDRC Dispute Resolution process. CN First hereby agrees to actively work with the FDRC in any matters arising from the Client complaint.

客户在此同意，除非特别安排，他/她/他们将通过 FDRC 友好解决任何或所有未解决的纠纷。中一在此同意积极与 FDRC 合作，解决一切从客户之间引发的投诉事宜。

In matters pertaining to the recovery of any amounts owed to CN First as a result of losses attributed to the Client's account, the Client remains legally responsible to compensate CN First for such losses in full upon demand. Nothing in the process of mediation or arbitration by the FDRC shall have the effect of delaying recovery of amounts owed under this Agreement to CN FIRST, nor preventing CN First from claiming or recovering its losses via other venues (including but not limited to commencement of court proceedings).

此外，在有关本公司因客户的账户亏损导致的任何款项的结欠追缴问题，在法律上客户仍有责任当中一提出要求时全数赔偿本公司有关结欠。在 FDRC 调解或仲裁的过程中，既不能因此延迟对本公司所欠款项的追缴，也不能妨碍本公司索偿或通过其它途径追缴其损失（包括但不限于展开法律程序）。

28. Governing Law:

管制法例:

This Agreement and all rights, obligations and liabilities under it shall be governed by and construed in accordance with the laws of Hong Kong.

本协议书及所有的权利、义务和责任应受香港法律管辖并依其解释。

29. Sale or recommend any financial product:

招揽销售或建议任何金融产品:

If CN First solicits the sale of or recommend any financial product to the client, the financial product must be reasonably suitable for the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document CN First may ask the Client to sign and no statement CN First may ask the Client to make derogates from this clause.

假如中一向客户招揽销售或建议任何金融产品，该金融产品必须是中一经考虑客户的财政状况、投资经验及投资目标后而认为合理地适合客户的。本协议的其他条文或任何其他中一可能要求客户签署的文件及本公司可能要求客户作出的声明概不会减损本条款的效力。

30. Third party rights:

第三方权利:

Other than the following persons, the Parties do not intend any term of this Agreement to be enforceable by any person who is not a party thereto pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap 623) ("CRTPO") and agree that this Assignment shall be excluded from the application of the CRTPO:

- (a) Brokers and affiliates who have been instructed to execute Client's orders under Clause 6;
- (b) The Providers providing the Information under Clause 21; and
- (c) Wenhua which is entitled to immediate injunctive relief for threatened breaches of the undertakings as set out in Clause 22.

除下列人士外，双方并无意任何根据“合约（第三方权利）条例”（第623章）（“CRTPO”）并非同意的任何人强制执行本协议的任何条款并同意该分配应从CRTPO的应用中排除:

- (a) 已被指示根据第6条执行客户订单的经纪人和附属公司;
- (b) 根据第21条提供信息的提供商;和
- (c) 文华有权根据第22条规定对其受到威胁的违规行为进行立即禁令。

Schedule 1: Risk Disclosure Statement

附表一：风险披露声明

CN First International Futures Limited (“CN First”) is furnishing this document to you to provide some basic facts about investment in futures contracts and options, and to alert you to some, but not all, of the risks involved with investing and trading in such products. Such risk can be substantial. **Please read this statement carefully.** You should be satisfied that you fully understand the precise nature of investing and trading in futures and options contracts before entering into any transaction. You should also read the relevant product-specific literature and carefully consider whether investing and trading in such product is suitable for you in the light of your financial resources, experience, objectives for engaging in transaction, ability to bear risks and other relevant circumstances. You should also consult such professional advisers (including legal, tax, financial and accounting) as may be appropriate.

本声明由中一期货有限公司（以下简称「中一」）向您提供，以提供有关投资期货及期权的基本信息，并提醒您投资及交易此类产品时所涉及的一些（但非全部）风险。此类风险可能会非常重要。请仔细阅读本声明。您在参与任何交易前应完全明白期货及期权投资的确切性质。您还应该阅读相关产品的材料，并审慎考虑投资及交易此类产品是否符合您的财务状况、经验、交易目标、风险承担能力及其他相关情况。在适当情况下，您应向专业顾问（包括法律、税务、财务及会计）咨询合理建议。

Risk of trading futures and options

期货及期权交易风险

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you may sustain losses in excess of your initial margin funds. Placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

买卖期货合约或期权的亏蚀风险可以极大。在若干情况下，你所蒙受的亏蚀可能会超过最初存入的保证金数额。即使你设置了备用指示，例如“止蚀”或“限价”等指示，亦未必能够避免损失。市场情况可能使该等指示无法运行。你可能会在短时间内被要求存入附加的保证金。假如未能在指定的时间内提供所需数额，你的未平仓合约可能会被平仓。然而，你仍然要对你的帐户内任何因此而出现的短欠数额负责。因此，你在买卖前应研究及理解期货合约及期权，以及根据本身的财政状况及投资目标，仔细考虑这种买卖是否适合你。如果你买卖期权，便应熟悉行使期权及期权到期时的程序，以及你在行使期权及期权到期时的权利与责任。

Risks of client assets received or held outside Hong Kong

在香港以外地方收取或持有的客户资产的风险

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder.

Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

持牌人或注册人在香港以外地方收取或持有的客户资产，是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与

《证券及期货条例》(第 571 章)及根据该条例制订的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

Risk of margin trading

保证金买卖的风险

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 or interest 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 a financing arrangement is suitable in

light of your own financial position and investment objectives.

藉存放抵押品而为交易取得融资的亏损风险可能极大。你所蒙受的亏蚀可能会超过你存放于有关持牌人或注册人作为抵押品的现金及任何其他资产。市场情况可能使备用交易指示，例如“止蚀”或“限价”指示无法执行。你可能会在短时间内被要求存入额外的保证金金额或缴付利息。假如你未能在指定的时间内支付所需的保证金金额或利息，你的抵押品可能会在未经你的同意下被出售。此外，你将要为你的账户内因此而出现的任何短欠数额及需缴付的利息负责。因此，你应根据本身的财政状况及投资目标，仔细考虑这种融资安排是否适合你。

Futures

期货

Additional risk disclosure for futures and options trading

额外风险披露

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

本声明并不涵盖买卖期货及期权的所有风险及其他重要事宜。就风险而言，你在进行任何上述交易前，应先了解将订立的合约的性质(及有关的合约关系)和你就此须承担的风险程度。期货及期权买卖对很多公众投资者都并不适合，客户应就本身的投资经验、投资目标、财政资源及其他相关条件，小心衡量自己是否这合参与该等买卖。

1. Effect of "Leverage" or "Gearing"

“杠杆”效应

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are “leveraged” or “geared”. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm with which you deal to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

期货买卖须承担高度风险。在期货买卖中，最初保证金金额相对于期货合约之价值为小，以达到交易之「杠杆」或「倍数」效应。市场上的较小波动可能对您已经存入或将会存入的资金产生相对较大的影响：这可能对您不利，亦可能对您有利。您可能会完全亏蚀您开仓时存付予经纪之所有最初保证金，以及随后因平仓而增存之任何额外保证金。倘若市场变化不利于您之持仓，或保证金金额被提高时，经纪可能会于短时间内通知您增补大笔保证金补仓，以便您得以继续持有手上合约。倘若您未能在指定时间内缴付所需保证金补仓，则您之未平仓合约可能会在亏蚀之情况下被平仓，您亦须承担由此产生之任何亏蚀。

2. Risk-reducing orders or strategies

减低风险交易指示或投资策略

The placing of certain orders (e.g. “stop-loss” orders, or “stop-limit” orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” and “straddle” positions may be as risky as taking simple “long” or “short” positions.

即使你采用某些旨在默认亏损限额的交易指示(如“止蚀”或“止蚀限价”指示)，也可能作用不大，因为市况可以令这些交易指示无法执行。至于运用不同持仓组合的策略，如“跨期”和“马鞍式”等组合，所承担的风险也可能与持有最基本的“长”仓或“短”仓同样的高。

Options

期权 _____

3. Variable degree of risk

风险程度

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transaction costs.

期权交易的风险非常高。投资者不论是购入或出售期权，均应先了解其打算买卖的期权类别(即认沽期权或认购期权)以及相关的风险。你应计入期权金及所有交易成本，然后计算出期权价值必须增加多少才能获利。

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see the section on "Futures" above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus transaction costs. If you are contemplating purchasing deep- out-of-the money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

购入期权的投资者可选择抵销或行使期权或任由期权到期。如果期权持有人选择行使期权，便必须进行现金交收或购入或交付相关的资产。若购入的是期货产品的期权，期权持有人将获得期货仓盘，并附带相关的保证金责任(参阅上文“期货”一节)。如所购入的期权在到期时已无任何价值，你将损失所有投资金额，当中包括所有的期权金及交易费用。假如你拟购入极价外期权，应注意你可以从这类期权获利的机会极微。

Selling ("writing" or "granting") options generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably against him. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the options in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see the section on "Futures" above). If the option is 'covered' by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

出售("沽出"或"卖出")期权承受的风险一般较买入期权高得多。卖方虽然能获得定期期权金，但亦可能会承受远高于该笔期权金的损失。倘若市况逆转，期权卖方便须投入额外保证金来补仓。此外，期权卖方还需承担买方可能会行使期权的风险，即期权卖方在期权买方行使时有责任以现金进行交收或买入或交付相关资产。若卖出的是期货产品的期权，则期权卖方将获得期货仓盘及附带的保证金责任(参阅上文“期货”一节)。若期权卖方持有相应数量的相关资产或期货或其他期权作“备兑”，则所承受的风险或会减少。假如有关期权并无任何“备兑”安排，亏损风险可以是无限大。

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

某些国家的交易所允许期权买方延迟支付期权金，令买方支付保证金费用的责任不超过期权金。尽管如此，买方最终仍须承受损失期权金及交易费用的风险。在期权被行使又或到期时，买方有需要支付当时尚未缴付的期权金。

4. Terms and conditions of contracts

协议书条款和条件

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g. the circumstances under which you may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

你应向替你进行交易的商号查询所买卖的有关期货或期权合约的条款及细则，以及有关责任(例如在什么情况下你或会有责任就期货合约的相关资产进行交收，或就期权而言，期权的到期日及行使的时间限制)。交易所或结算公司在某些情况下，或会修改尚未行使的合约的细则(包括期权行使价)，以反映合约的相关资产的变化。

5. Suspension or restriction of trading and pricing relationships

交易暂停或交易受到限制及定价关系

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair” value.

市场情况(例如市场流通量不足)及 / 或某些市场规则的施行(例如因价格限制或“停板”措施而暂停任何合约或合约月份的交易), 都可能增加亏损风险, 这是因为投资者届时将难以或无法执行交易或平掉 / 抵销仓盘。如果你卖出期权后遇到这种情况, 你须承受的亏损风险可能会增加。此外, 相关资产与期货之间以及相关资产与期权之间的正常价格关系可能并不存在。例如, 期货期权所涉及的期货合约须受价格限制所规限, 但期权本身则不受其规限。缺乏相关资产参考价格会导致投资者难以判断何谓“公平价格”。

6. Deposited cash and property

存放的现金及财产

You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

如果你为在本地或海外进行的交易存放款项或其他财产, 你应了解清楚该等款项或财产会获得哪些保障, 特别是在有关商号破产或无力偿债时的保障。至于能追讨多少款项或财产一事, 可能须受限于具体法规规定或当地的规则。在某些司法管辖区, 收回的款项或财产如有不足之数, 则可认定属于你的财产将会如现金般按比例分配予你。

7. Commission and other charges

佣金及其他费用

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

在开始进行交易前, 您应要求经纪清楚地解释, 并提供有关您有责任支付之一切佣金、费用、利息支出、换汇手续费支出及其他收费。此等收费将影响您的净利润(如有)或增加您的亏损。

8. Transactions in other jurisdictions

在其他司法管辖区的交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask CN First for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

在其他司法管辖区的市场(包括与本地市场有正式连系的市场)进行交易, 或会涉及额外的风险。根据这些市场的规例, 投资者享有的保障程度可能有所不同, 甚或有所下降。在进行交易前, 你应先行查明有关你将进行的该项交易的所有规则。你本身所在地的监管机构, 将不能迫使你已执行的交易所在地的所属司法管辖区的监管机构或市场执行有关的规则。有鉴于此, 在进行交易之前, 你应先向有关商号查询你本身地区所属的司法管辖区及其他司法管辖区可提供哪种补救措施及有关详情。

9. Currency risks

货币风险

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 rates where there is a need to convert from the currency denomination of the contract to another currency. 以外币计算的合约买卖所带来的利润或招致的亏损(不论交易是否在你本身所在的司法管辖区或其他地区进行), 均会在需要将合约的单位 货币兑换成另一种货币时受到汇率波动的影响。

10. Trading facilities

交易设施

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. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearinghouse and/or participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.

电子交易的设施是以计算机组成系统来进行交易指示传递、执行、配对、登记或交易结算。然而, 所有设施及系统均有可能暂时中断或失灵, 而你就此所能得的赔偿或受制于系统供货商、市场、结算公司及 / 或参与者商号就其所承担的责任所施加的限制。由于这些责任限制可以各有不同, 你应向为你进行交易的商号查询这方面的详情。

In addition, customer may have alternative trading arrangement to further reduce the risk and damage from system or component failure. To the extent that Customer or CN First use Internet services to transport data or communications, CN First disclaims any liability for interception of any such data or communications. CN First is not responsible, and makes no warranties regarding, the access, speed, availability or security of Internet or network services.

在这方面, 客户必须了解备用的交易安排, 进一步降低系统或组件故障造成的风险和损失。在客户或中一使用互联网服务来传送数据或进行通信联系方面, 中一不对数据或通信联系的中断负任何责任。中一不承担任何责任, 且不对获取数据权限, 网速, 网络可用性, 互联网安全或网络服务做任何担保。

11. Electronic trading

电子交易

Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you 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 your order is either not executed according to your instructions or is not executed at all.

透过某个电子交易系统进行买卖, 可能会与透过其他电子交易系统进行买卖有所不同。如果你透过某个电子交易系统进行买卖, 便须承受该系统带来的风险, 包括有关系统硬件或软件可能会失灵的风险。系统失灵可能会导致你的交易指示不能根据指示执行, 甚或完全不获执行。

12. Off-exchange transactions

场外交易

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your 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 you undertake such transactions, you should familiarise

yourself with applicable rules and attendant risks.

在某些司法管辖区, 及只有在特定情况之下, 有关商号获准进行场外交易。为你进行交易的商号可能是你所进行的买卖的交易对手方。在这种情况下, 有可能难以或根本无法平掉既有仓盘、评估价值、厘定公平价格又或评估风险。因此, 这些交易或会涉及更大的风险。此外, 场外交易的监管或会比较宽松, 又或需遵照不同的监管制度; 因此, 你在进行该等交易前, 应先了解适用的规则和有关的风险。

This Schedule is part of the Client Agreement and have the same legal effect.

本附表为客户协议书的附属文件, 与客户协议书具有同等法律效力。

Schedule 2: Arrangement of Contract Expiry Dates

附表二: 有关合约到期日安排

1. CN First International Futures Limited (“CN First”) will not provide any brokerage services for any physical delivery on clients’ positions.

中一期货有限公司（以下简称「中一」）不会为客户之持仓合约提供任何实物交割的经纪服务。

2. If clients’ position for the expiring contract is not squared (or liquidated) at the last 2 trading days before the first notice date (“FND”) or the last trading date (“LTD”), whichever is earlier, CN First have full discretion to liquidate or rollover the Client’s position(s) at any time on or after the last 2 trading days before the FND or LTD, whichever is earlier. The forced liquidation and rollover as mentioned above is necessary in order to avoid any risk associated with any physical delivery of the underlying product(s).

若所持到期合约在第一通知日或最后交易日（以先发生时间为准）之前的最后两个交易日未能进行平仓（或清算），中一有权在第一通知日或最后交易日之前的最后两个交易日，或之后的任何时间对合约进行平仓或转仓操作。为避免产生与实物交割有关的风险，有必要进行上述强行平仓或转仓操作。

3. The forced liquidation or rollover as stated in (2) above by CN First will only be carried out at its best effort and CN First makes NO guarantee of any outcome. In the event that CN First is unable to carry out the forced liquidation or rollover successfully, under NO circumstances will CN First be held liable to client for any direct or indirect loss, costs or damages of any kind arising from the Client’s position(s) being subsequently subjected to physical delivery or not being able to effect physical delivery of the underlying products.

上述所指的强行平仓或转仓，中一将会以最大努力进行操作，但不保证任何平仓或转仓带来之任何结果。若中一未能成功进行平仓或转仓操作，在任何情况下中一不会因为客户之持仓进行相关产品实物交割所产生的直接或间接亏损、成本或损失而承担任何法律责任。

4. Under all circumstances, it is undoubtedly the Client’s sole responsibility to liquidate or rollover my own expiring contract positions. If client prep sibility to give advance notice to CN First of such arrangement. Client must NOT however rely on CN First and/or its staff to remind client to do the same.

在任何情况下，对所持到期合约进行平仓或转仓操作都无疑是客户自身的责任。若客户准备在合约的第一通知日或最后交易日之前的两个交易日（以先发生时间为准），或之后的任意时间对合约进行平仓或转仓操作，客户有责任提前通知中一。本人绝不会依赖中一和/或其员工给予提醒。

5. For the prevention of physical delivery, clients may not able to open position upon the expiry of the last trading day before the FND or LTD, whichever is earlier.

为避免交割风险，客户在合约的第一通知日或最后交易日之前的一个交易日（以先发生时间为准）有机会不能透过电子开仓。

6. If clients do not close long position before the last 2 trading days of the FND or clients do not close short position before the last 2 trading days of the LTD, CN First may charge clients additional cost for the close out.

如持有空单的客户未能在首次通知日的1个工作日前平仓，或持有空单的客户未能在最后交易日1个工作日前平仓，中一将收取客户人工平仓手续费。

Schedule 3: Margin Account terms and conditions

附表三：保证金账户条款和条件

Margin Arrangements	
保证金规定	
Marginable Collateral 保证金抵押品	US Dollar or any currencies which are internationally traded. 美元或任何国际上交易的货币。
Margin Requirements 保证金要求	As specified by the relevant exchanges from time to time. In addition, requirements consisting of Initial Margins ¹ and Maintenance Margins ² within acceptable margin ratio at the absolute discretion of CN First. 按照相关交易所的不时的规定施行。此外，保证金要求包含初始保证金 ¹ 和维持保证金 ² ，中一拥有绝对酌情设定保证金比例。
Trading with non-base currency 非基准货币交易	The base currency for CN First account is US Dollars (USD). Client monies deposited into account should be in USD and all Transactions will be executed in USD. When CN First is required to place any foreign currency other than USD to secure or execute trades on behalf of a client, the client should either (i) physically convert the USD into that foreign currency for purpose of Margin Requirements; or (ii) deposit an equivalent additional amount of that foreign currency accordingly. In case no instruction has been received from the Client, CN First reserves the discretion to execute any FX conversion on behalf of the Client to fulfill the obligation of Margin Requirements on the next trading day. Realized profits and losses, together with the margins released, on such trades will either be (i) converted to USD at the prevailing Forex rate charged by CN First; or (ii) retained in the Client's account as instructed by the Client. In the event of margin calls, the same scenario of discretion of CN First applies. 中一账户所使用的基准货币为美元。客户存入账户的资金应为美元，所有交易将以美元计价执行。当中一代表客户，使用除美元以外的任何其他外币来进行交易时，该客户应当（i）将美元兑换成该种外币以满足保证金要求；（ii）或另存入同等数额的该种外币。在客户没有任何指示情况下，中一保留酌情权代客户在下一交易日执行汇兑，以满足保证金的要求。在此类交易平仓中已实现的利润和亏损，及已被释放的保证金，将（i）由中一按现行汇率兑换成美元；或（ii）按客户指令保留在客户账户中。在追加保证金的情况下，中一亦保留相同的酌情权执行汇兑。
Positions Limit 仓位限制	Day trade and Overnight trade limits will be applied to ALL clients to avoid over-trading. Position limits are set at the absolute discretion of CN First. 即日交易及隔夜交易限制将适用于所有客户，以避免过量交易。中一可酌情设定仓位限制。

1. Initial Margin is the minimum margin initially required to establish a new position.

初始保证金是指期货交易者在建立仓位时，需要缴纳的最低履约保证金。

2. Maintenance Margin is a certain % of the Initial Margin (as specified by various exchanges), the amount of Current Equity below which a margin call will be triggered. Clients are required to deposit additional funds in order that the Current Equity is NOT less than the maintenance margin requirement. The Margin requirements will be disclosed on CN First's website, subject to change from time to time.

维持保证金是初始保证金的某百分比（按个别交易所规定），当客户的当前权益低于此数额时，客户将会接到保证金追收通知，要求该客户存入额外保证金，以使账户当前权益达到不少于维持保证金的要求。保证金要求不时的变更，会在中一网站上将公布。

Margin Calls and Top Up Requirements

追加保证金及补足要求

Margin Calls 追加保证金	When Current Equity³ falls below maintenance margin levels , or the absolute discretion of any request from CN First, a Margin Call Notice will be issued. 保证金追加通知会在以下情况发出：当前权益 ³ 低于维持保证金水平时，或按中一酌情要求客户增加保证金。
Notifications 通知	Notifications will be issued via Phone and/or Email. 通过电话或电子邮件向客户发送通知。
Margin Call Requirement 追加保证金要求	The negative difference between Current Equity (if any) and maintenance margin levels (of existing open positions) of the Client's account. Clients are required to deposit funds in order that Current Equity is NOT less than maintenance margin requirement. 客户账户内的当前权益低于维持保证金，客户需要按要求存入资金使账户当前权益重新达到不少于维持保证金的要求。
Margin Top Up 保证金补足	Once a Margin Call is issued, client should either: a) deposit additional cash equal or greater than Margin Call amount OR, b) close positions as required to bring the Current Equity back to or above maintenance margin level. 一旦追加保证金通知被发送：客户需 a) 存入额外的资金，数额等于或大于追加保证金的数额，b) 或按需要结清部份仓位使账户当前权益回到或高于维持保证金水平。
Deadline for Margin Top Up 补足保证金最终期限	Within the business day or as stipulated by CN First at their absolute discretion. 在该交易日内或中一酌情设定的时限。
Forced Liquidation ⁴ 强制平仓 ⁴	If the Client fails to meet any margin calls within the prescribed deadline or falls below HKD10,000, (or equivalent US Dollar), some or all of the open positions may be liquidated without any consent from the Client or any further notice. 若客户未能在规定期限内补足保证金或低于港币 10,000 (或等值的美元)，中一可能在未经客户同意或无再次通知的情况下执行强制平仓。
Minimum client's equity for open position 账户的最低开仓资金要求	In case the client's equity falls below HKD15,000. (or equivalent US Dollar), clients are only allowed to close outstanding positions. 如果账户的权益低于港币 15,000 (或等值的美元)，客户在此情况下只允许执行平仓指令。

3. Current Equity = Current Balance + Floating Profits or Losses

当前权益 = 当前资金余额 + 浮动盈亏

4. Additional Margin deposits may be required on short notice, especially during periods of highly volatile or unstable markets. If any client fails to make the required margin deposits or close positions to bring the account within position limits within the deadlines as prescribed by CN FIRST, position will be closed by CN First without further notice. The Client is responsible for any loss which may occur at any time during the operation of the account.

当市场出现高度波动或不稳定时，客户可能需要在接到通知立即增加保证金。如果客户未能交纳所需的保证金或未在中一规定的时限内平仓以使账户处于仓位限制内，中一将为客户的仓位进行平仓，恕不另行通知。在任何时间内发生以上操作过程所产生的任何损失都将由客户自行承担。

Schedule 4: Additional requirements

附表四：额外规定

1. Every Exchange Contract shall be subject to the charge of an Investor Compensation Fund levy and a levy pursuant to the Securities and Futures Ordinance (Cap 571) (“SFO”), the cost of both of which shall be borne by the client;

中一每份期交所合约均需缴交投资者赔偿基金征费及根据《证券及期货条例571》所收取的征费，及上述两项费用须由客户承担；

2. If the client suffers pecuniary loss by reason of CN First’s default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the SFO and the relevant subsidiary legislation and will be subject to the monetary limits specified in the Securities and Futures (Investor Compensation - Compensation Limits) Rules and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessarily be recouped from the Investor Compensation Fund in full, in part or at all;

如客户因中一违责而蒙受金钱损失，投资者赔偿基金所承担的法律責任只限于《证券及期货条例》及有关附属法例内所规定的有效索偿，并须受制于《证券及期货(投资者赔偿—赔偿限额)规则》内所订明的金额上限，因此不能保证客户在因该等违责而蒙受的任何金钱损失，可以从投资者赔偿基金中获得全数、部分或任何赔偿；

3. The client may have varying level and type of protection in relation to transactions on different markets and exchanges;

客户可能会就在不同市场及交易所进行交易而获得不同程度及类别的保障；

4. CN First may, subject to the provisions of the SFO and any applicable law, take the opposite position to the client's order in relation to any exchange traded futures and options contracts, whether on the licensed or registered person's own account or for the account of its associated company or other clients of the licensed or registered person, provided that such trade is executed competitively on or through the facilities of Hong Kong Futures Exchange Ltd (“HKFE”) in accordance with its rules or the facilities of any other commodity, futures or options exchange in accordance with the rules and regulations of such other exchange;

中一可在不抵触《证券及期货条例》及任何适用法律规定的情况下，不论是为中一本身或为其联属公司或其他客户的账户，就任何在交易所买卖的期货及期权合约，采取与客户的交易指示相反的交易指示，但该买卖必须是以公平竞争的方式，根据香港期货交易所的规则在期交所或透过期交所的设施而执行的，或是透过任何其他商品、期货或期权交易所的设施并根据该等其他交易所的规则及规例而执行的；

5. The client acknowledges that the Clearing House may do all things necessary to transfer any open positions held by CN First on the client's behalf and any money and security standing to the credit of its account with CN First to another exchange participant of HKFE in the event the rights of CN First as an exchange participant of HKFE are suspended or revoked;

客户确认结算所可在中一作为期交所的交易所参与者的权利遭暂停或撤销时，采取一切必要行动，以便将中一代表客户持有的任何未平仓合约，及该客户在中一处所开立的账户内的任何款项及证券，转调到另一个期交所的交易所参与者；

6. All monies, securities and other property received by the licensed or registered person from the client or from any other person (including a clearing house) for the account of the client shall be held by the licensed or registered person as trustee and segregated from the licensed or registered person's own assets. These assets so held by the licensed or registered person shall not form part of the assets of the licensed or registered person for insolvency or winding up purposes but shall be returned to the client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the licensed or registered person's business or assets;

中一为客户的账户而从客户或任何其他人士(包括结算所)所收取的全部款项、证券及其他财物，均须由中一以受托人身份持有，并与中一本身的资产分开。由中一以上述方式持有的所有资产不得在中一无力偿债或清盘时，构成中一的资产的一部分，并须在就持牌人或注册人所有或任何部分的业务或资产委任临时清盘人、清盘人或拥有类似职能的高级人员后，立即归还予该客户；

7. Any monies, approved debt securities or approved securities received by the licensed or registered person from the client or from any other person (including the Clearing House) are held in the manner specified under this Schedule and the client authorities CN First to apply any such monies, approved debt securities or approved securities in the manner specified under this Schedule. In particular, CN First may apply such monies, approved debt securities or approved securities in or towards meeting CN First's obligations to any party insofar as such obligations arise in connection with or incidental to Futures or Options business (“F.O. Business”) transacted on that client's behalf;

中一从客户或任何其他人士(包括结算所)收取的任何款项、核准债务证券或核准证券，均须根据本附表所指明的方式持有，及客户授权中一可

按照本附表所订明的方式，运用任何该等款项、核准债务证券或核准证券。中一尤其可运用该等款项、核准债务证券或核准证券以履行其对任何人士的责任，但该等责任必须是在与其代表客户进行期货期权买卖有关的情况下或附带于有关买卖而产生的；

8. The client acknowledges that in respect of any account of CN First maintained with the Clearing House, whether or not such account is maintained wholly or partly in respect of F.O. Business transacted on behalf of that client and whether or not monies, approved debt securities or approved securities paid or deposited by that client has been paid to or deposited with the Clearing House, as between CN First and the Clearing House, CN First deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the client and monies, approved debt securities and approved securities paid to or deposited with the Clearing House are thereby freed from the trust referred to in paragraph 6 of this Schedule;

客户确认就中一在结算所开立的任何账户而言，不论该账户是全部或部分因代表该客户进行期货期权买卖而开立的，以及不论该客户所支付或存放的款项、核准债务证券或核准证券是否已支付予或存放于结算所，该账户属中一与结算所之间的账户，中一以主事人身份操作该账户。The period within which margin calls and demands for variation adjustments must be met, CN First may be required to report to HKFE and the Securities and Futures Commission particulars of all open positions in respect of which two successive margin calls and demands for variation adjustments are not met within the p账户，因此该账户并不存在以客户为受益人的信托或其他衡平法权益，而支付予或存放于结算所的款项、核准债务证券及核准证券亦不受本附表第6段所提述的信托所制约；

9. Period specified by CN First and CN First may require more margin or variation adjustments than that specified by the Exchange and/or the Clearing House and may close out open positions in respect of which any margin calls and demands for variation adjustments are not met within the period specified by CN First or at the time of making such call(s) or demand(s);

必须履行催缴保证金通知及有关缴付变价调整要求的期限；如果连续两次未能在中一订明的期限内，就未平仓合约缴付催缴的保证金及变价调整要求，中一可能需要就所有未平仓合约的详情向期交所及证监会汇报；及中一可以要求客户缴交较期交所及/或结算所订明的水平为高的保证金及变价调整，以及可以就未能在中一所订明的限期之前缴交催缴保证金及变价调整要求，或未能在作出该等催缴保证金通知或要求时缴付保证金，将未平仓合约平仓；

10. The client acknowledges that CN First is bound by Rules of Hong Kong Futures Exchange Ltd (“HKFE Rules”) which permit HKFE to take steps to limit the positions or require the closing out of contracts on behalf of such clients who in the opinion of the Exchange are accumulating positions which are or may be detrimental to any particular Market or Markets, or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.

客户确认中一受《香港期货交易所规则》（“《期交所规则》”）所约束，而该等规则容许期交所采取行动，限制持仓的数量或规定可代表该等客户将合约平仓，因为期交所认为这些客户所累积的仓位正在或可能会对任何一个或多个特定的市场造成损害或正在或可能会对某个或多个市场(视乎情况而定)的公平及有秩序的运作产生不良影响。

Other Terms and Conditions

其他条款和条件

1. A new account holder must make deposits equal to initial margin level prior to establishing any positions.
新账户须在建立任何仓位前交纳初始保证金。
2. The Client may only withdraw funds from any account under the following conditions:
客户只可在下列情况下可以提取账户中的资金：
 - a. Funds available for withdrawal = Current Balance + floating profit and losses – initial margin of all open positions,
可供提取资金 = 当前资金余额 + 浮动盈亏 - 所有未平仓仓位的初始保证金
 - b. Any withdrawal of funds from an account with open positions is subject to the absolute discretion of CN FIRST.
中一对未平仓仓位账户资金的提取有权行使绝对酌情决定权。
3. After a Margin Call has been issued to the Client, opening new positions is not permitted prior to a top up deposit being made as required.
在追加保证金通知送达后，在按规定补足保证金之前，客户不允许建立新的仓位。



中一期货客户签名式样表格 Signatory Form

客户姓名（正楷样式） Client Name	客户身份证/护照号码 ID/Passport No.	客户签署样式 Client Signature

仅供中一期货人员内部使用 For Internal Use Only		
开户代表签署 Handled By	审核人员签 Verified by	日期 Date

The above personal data provided by the customer is only used for Client Due Diligence and Compliance purposes.

客户提供之上述个人资料只用作客户尽职审查及合规用途。

THIS AUTHORITY, effective immediately upon execution, is entered into between

本授权书由下列双方共同协议并于客户资料表格之签署日期起实时生效。

(A) CN FIRST means CN First International Futures Limited whose registered office is 3/F Blissful Building, 243-247 Des Voeux Road Central, HK

(A) 中一指 中一期货有限公司其注册地址为香港德辅道中243-247号德祐大厦3楼

(B) Client means The party whose name, address, and details are set out in the Client Information Form hereby

agrees to be abided by the following terms and conditions:

(B) 客户指 其姓名、住址及具体资料载于《客户资料表格》

Client Money Standing Authority

客户款项常设授权

Authority under Securities and Futures (Client Money) Rules

根据《证券及期货(客户款项)规则》所设立的常设授权

This letter of “Client Money Standing Authority” (this “Authority”) covers money held or received by CN FIRST in Hong Kong in one or more segregated account(s) on behalf of the Client (the “Monies”).

此信函“客户款项常设授权”（“授权书”）涵盖中一在香港代表客户持有或收取并存放于一个或多个独立账户内的款项（“款项”）。

Unless otherwise defined, all terms or expressions used in this Authority shall have the same meanings as set out in the Securities and Futures Ordinance and the Securities and Futures (Client Money) Rules as amended from time to time.

除文义另有所指外，于本授权内的任何名词或表述方式，与不时修订的《证券及期货条例》及《证券及期货（客户款项）规则》之定义具有相同意思。

The Client, by providing CN FIRST with this Authority, authorizes CN FIRST to handle any sum of the Monies in the following manner in its sole discretion without having to provide the Client with any prior notice or to obtain prior instruction/confirmation of the Client:

(a) transfer any sum of Monies to any futures (options) trading/clearing/settlement account(s) maintained by CN FIRST with its agent broker(s) and/ or clearing agent(s) for purpose of dealing in futures/options transactions for and on behalf of the Client; and/ or

(b) transfer any sum of Monies interchangeably between any of the segregated account(s) maintained at any time by CN FIRST

客户通过此授权书授权中一酌情动用款项的任何数额作以下用途，而无须事先给客户任何通知或取得客户的确认及/或指示：

(a) 以期货/期权产品交易为目的，为客户或代表客户将任何数额之款项转往中一于经纪商及/或清算商的任何期货交易/清算/结算账户；及/或

(b) 在任何时候从中一设立的任何独立账户之间调动任何数额之款项。

The Client acknowledges that the assets of the Client (including Monies) received or held by CN FIRST outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance and the rules made there under. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

客户确认中一在香港以外地区收取或持有的客户之资产（包括款项），是受到有关海外司法管辖区的适用法律及规例所监管的。这些法律及规例与《证券及期货条例》及根据该条例制订的规则可能有所不同。因此，有关客户资产将可能不会享有赋予在香港收取或持有的客户资产的相同保障。

This Authority is provided to CN FIRST in consideration of its agreeing to continue to maintain futures/options trading account(s) for the Client for trading futures/options.

客户给予此授权书是由于中一同意继续为客户保持期货交易帐户以作期货 / 期权产品交易用途。

The Client hereby agrees to indemnify and to keep indemnified, CN FIRST, its agent broker(s) and/or clearing agent(s) from and against all losses, damages, interests, costs, expenses, actions, demands, claims or proceedings of whatsoever nature which they (or any of them) may incur, suffer and/or sustain as a consequence of any transaction undertaken in pursuance of this Authority.

客户谨在此同意，就中一及其经纪商及 / 或清算商因执行上述授权而可能产生、蒙受及 / 或承受一切亏损、损失、利息、费用、开支、法律诉讼、付款要求索偿等，向中一及其经纪商及 / 或清算商作出赔偿，并保障中一及其经纪商及 / 或清算商免受损害。

This Authority is provided without prejudice to other authorities or rights which CN FIRST may have in relation to dealing in the Monies in the segregated accounts.

此授权并不损害中一可享有有关处理该等独立账户内款项的其他授权或权利。

This Authority is valid from the date this letter is signed for 12 months, unless otherwise terminated by CN FIRST or revoked by the Client with notice in writing to CN FIRST; in the event of latter, revocation shall take effect ten (10) business days after the date of actual receipt of the notice by the CN FIRST unless otherwise determined by CN FIRST. This Authority shall be deemed to be renewed on a continuing basis for a further period of 12 months without the consent of the Client provided a written notification of renewal is issued to the Client at least 14 days before the expiry date of this Authority, and the Client does not object to such deemed renewal before the expiry date. Where a Client's standing authority is deemed to have been renewed in accordance with subsection this clause, CN First will give a written confirmation of the renewal of the standing authority to the Client within one week after the date of expiry.

除此授权书被中一终止或由客户书面通知中一撤销，否则此授权书自签署之日起生效，有效期为12个月。若客户以书面通知的方式提出撤销此授权书，该等通知之生效日期为中一真正收到该等通知之10个营业日后生效。中一将于此授权书有效期届满14日之前向客户发出通知，提醒客户此授权书即将届满，而客户没有在授权书届满前反对此授权续期，此授权书应当作为不需要客户以书面同意下在连续的基础上已被续期，续期期限为12个月。如果客户的常设权力被视为已按照本条款的规定续签，则中一将在到期日后一周内向客户提供续订常设权限的书面确认。

The Client confirms that this authority has been explained to the Client and the Client fully understands the contents of this Authority and has sought independent legal advice concerning its contents and effects.

客户确认已向其解释此授权书，客户完全明白此授权书的内容，并已经就其内容寻求独立法律顾问的意见。

In the event of any discrepancy in English and Chinese versions of this Authority, I/we agree that the English version shall prevail.

如果本授权的中英文版本有任何差异，我/我们同意以英文版本为准。

I/We have read, understood, and hereby accept the contents of this Authority.

我/我们已阅读，理解并接受本授权的内容。



客户签署 Client Signature

年YYYY 月MM 日DD

日期 Date

Client Information Form (Individual)

Part 1 第一部分: Personal Information 个人资料		
<input type="checkbox"/> Mr. 先生 <input type="checkbox"/> Mdm. 女士 <input type="checkbox"/> Ms. 小姐	Chinese Name 中文姓名: (_____) English Name 英文姓名: _____	
ID card / Passport Number: 身份证/护照号码:	Nationality: 国籍:	Date of Birth: 出生日期:
Home Phone No.: 住宅电话:	Mobile Phone No.: 手提电话:	
E-mail Address: 电邮地址:	QQ number: QQ 号码:	
Residential Address 居住地址: <input type="checkbox"/> Rented 租用物业 <input type="checkbox"/> Self-owned 自有物业 <input type="checkbox"/> Other 其他 _____		
Corresponding Address: (if different from the above) 通讯地址: (如果与上述不同) Permanent address : (if different from residential address) 長居地址 (如果与居住地址不同):		
All trading confirmation statements and correspondences to be sent to 所有交易确认书、帐户结单送至: <input type="checkbox"/> Email 电邮 <input type="checkbox"/> *Residential Address 居住地址 <input type="checkbox"/> *Corresponding Address 通讯地址 <small>*HK\$300 per month will be charge if you choose the Residential Address or Corresponding Address for receiving the trading confirmation statements *若客户选择透过居住地址或通讯地址接收交易确认通知书或帐户结单, 将收取每月港币三百元服务费</small>		
Bank Reference 银行资料:		
	Account No. 帐户号码	Bank Name 银行名称
HKD 港元	_____	_____
USD 美元	_____	_____
Multi 综合	_____	_____
Other 其他	_____	_____
Other 其他	_____	_____

Part 2 第二部分: Employment and Financial Status 工作及财务状况				
Education Level: 教育程度:	Primary <input type="checkbox"/> 小学	Secondary <input type="checkbox"/> 中学	College <input type="checkbox"/> 大专	University or above <input type="checkbox"/> 大学或更高学历
Employment Condition: 就业情况:	Self-employed <input type="checkbox"/> 自雇	Employed <input type="checkbox"/> 受雇	Retired <input type="checkbox"/> 退休	Other <input type="checkbox"/> 其他 _____
Occupation: 职业:	Nature of Business: 业务性质:		Years of services: 受雇年期:	
Name of Employer/Company 雇主名称/公司名称:				
Address of the Employer/Company 雇主地址/公司地址:				
Annual Income (HKD): 每年收入 (港元):	<input type="checkbox"/> < \$100,000	<input type="checkbox"/> \$100,001- \$300,000	<input type="checkbox"/> \$300,001- \$600,000	<input type="checkbox"/> > \$600,000
Asset Value (HKD): 总资产 (港元):	<input type="checkbox"/> < \$300,000	<input type="checkbox"/> \$300,001- \$3,000,000	<input type="checkbox"/> \$3,000,001- \$8,000,000	<input type="checkbox"/> > \$8,000,000
Sources of Income: 收入来源:	<input type="checkbox"/> Salary 薪金	<input type="checkbox"/> Commission 佣金	<input type="checkbox"/> Investment 投资	<input type="checkbox"/> Other 其他 _____

Part 3 第三部分: Investment Background 投资经验	
1. Personal Investment Experience 投资经验:	
<input type="checkbox"/> (a) Equities 证券	Years of experience 年资 _____
<input type="checkbox"/> (b) Warrant 窝轮 / 权证	Years of experience 年资 _____
<input type="checkbox"/> (c) Options 期权	Years of experience 年资 _____
<input type="checkbox"/> (d) Local Futures 内地期货	Years of experience 年资 _____
<input type="checkbox"/> (e) Global Futures 外盘期货	Years of experience 年资 _____
<input type="checkbox"/> (f) Others 其他: _____	Years of experience 年资 _____

6. Actual loss tolerance 实际亏损的承受程度:

- (a) The investment objective is to protect my capital and to receive returns in line with bank deposits, and I can only tolerate less than 10% of loss 投资目标是保护我的资本并获得与银行存款一致的回报，我只能承受不到10%的损失。
- (b) The investment objective is to seek a regular stream of stable income, and I can tolerate more than 10% but less than 25% of loss 投资目标是寻求稳定的稳定收入，我可以容忍超过10%但不到25%的损失
- (c) The investment objective is to seek a balance of regular income and capital growth, and I can tolerate more than 25% but less than 50% of loss 投资目标是寻求经常收入和资本增长的平衡，我可以容忍超过25%但不到50%的损失
- (d) The investment objective is to seek predominately capital growth, and I can tolerate more than 50% but less than 75% of loss 投资目标是主要寻求资本增长，我可以容忍超过50%但不到75%的损失
- (e) The investment objective is to seek highest return with minimal cost, and I can tolerate more than 75% of loss 投资目标是以最低成本寻求最高回报，我们可以承受超过75%的损失。

For Internal Use Only 由中一员工填写：

Risk Profile 风险取向:	<input type="checkbox"/> Conservative低	<input type="checkbox"/> Moderate中	<input type="checkbox"/> Aggressive高
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Part 4 第四部分: Knowledge of Derivatives 衍生产品的认识

1. Have you undergone training or attended courses that provide general knowledge of the nature and risks of derivatives

你曾接受有关介绍一般衍生产品之性质及风险的培训或课程(例如:由学术机构或金融机构所提供之网上课程或教室课程)

No 没有 Yes 有 (If yes, please specify below如是, 请在以下注明)

Name of courses/seminars

修读课程或培训的名称 _____ Date日期 _____

2. Do you have any educational/professional related to investment 你有否存在以下有关投资的任何教育/专业资格

No 没有 Yes 有 (If yes, please tick the appropriate box below 如是, 请在下面的适当方框中打勾)

a. Bachelor Degree or above in Investment/ Account/ Economics or Finance related areas
投资/会计/经济或财务相关之大学或以上学位

(Please specify 请注明 _____)

b. Professional qualifications related to investment 具备以下有关投资的专业资格

i) Chartered Financial Analyst (CFA) 特許財經分析師/ Certified Financial Planner (CFP) 注册金融策划师

ii) Financial Risk Manager Program (FRM) 金融风险管理师课程

iii) Certified Public Accountants (CPA) 注册会计师

iv) Pass relevant licensed examinations of Hong Kong Securities and Investment Institute (HKSI) or other relevant Securities bodies recognized by overseas regulators 已通过香港证券及投资学会的相关从业员资格考试或其他海外相关同等资历

3. Have you been or is currently engaged in work related to derivatives products

你曾经或现时从事与衍生产品有关的工作

No 没有 Yes 有

4. Number of structured or derivative products (e.g. Derivative Warrants, Callable Bull/Bear Contracts, Stock Options, Futures, Commodities, Structured Products and ETFs, etc.) transactions executed by you in the past three years

过去三年内你已进行多少宗结构性或衍生产品的交易(例如:衍生权证、牛熊证、股票期权、期货、商品、结构性产品及交易所买卖基金等)

5 times or below 五次或以下 Over 5 time 五次以上

Part 5 第五部分: Other Disclosure and Background Information 其他披露及背景资料

1. Are you an employee of Hong Kong Futures Exchange Limited, a licensed corporation under the Securities and Futures Commission in Hong Kong?

你是否香港期货交易有限公司或香港证监会持牌机构的雇员?

No 不是 Yes 是 Please specify the name of your company 如是, 请说明机构名称

2. Is your spouse or relatives currently employed by CN FIRST or related to any director(s) of CN FIRST?

你的配偶或亲属现在是否受雇于中一或与中一的董事有关连?

No 不是 Yes 是 Please specify the name and relationship 如是, 请说明名称及关系

3. Are you and/or your respective spouses, partners, children or parents, or a spouse or a partner of a child of you, or close associate of you is or has been entrusted with a prominent public function in any place (which shall include a head of state, head of government, senior politician, senior government, judicial or military official, senior executive of a state-owned corporation and an important political party official)?

你及/或你的配偶、伴侣、子女或父母、或你的子女的配偶或伴侣、或与你关系密切的人是否在任何地方担任或曾担任重要的公职(包括国家元首、政府首长、资深从政者、高级政府、司法或军事官员、国有企业高级行政人员及重要政党干事)?

No 不是 Yes 是 If yes, please specify the name and relationship 如是, 请说明名称及关系

4. Are you the ultimate beneficiary of the account with CN FIRST?

你是否此中一交易帐户的最终实益拥有人*?

Yes 是 No 不是 Please specify the name of the ultimate beneficiary and your relation with him/ her 如不是, 请说明最终受益人的名称及其关系

* “Beneficial owner” is defined in the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap 615) (“AMLO”) as follows: -

1. in relation to a **corporation** as:
 - (a) an individual who –
 - (i) owns or controls, directly or indirectly, including through a trust or bearer share holding, more than 25% of the issued share capital of the corporation;
 - (ii) is, directly or indirectly, entitled to exercise or control the exercise of more than 25% of the voting rights at general meetings of the corporation; or
 - (iii) exercises ultimate control over management of the corporation; or
 - (b) if the corporation is acting on behalf of another person, means the other person;
2. in relation to a **partnership** as:
 - (a) an individual who
 - (i) is entitled to or controls, directly or indirectly, more than a 25% share of the capital or profits of the partnership;
 - (ii) is, directly or indirectly, entitled to exercise or control the exercise of more than 25% of the voting rights in the partnership; or
 - (iii) exercises ultimate control over the management of the partnership; or
 - (b) if the partnership is acting on behalf of another person, means the other person; and
3. in relation to an **unincorporated body other than a partnership** as
 - (a) an individual who ultimately owns or controls the unincorporated body; or
 - (b) if the unincorporated body is acting on behalf of another person, the other person.

* “反洗钱及反恐融资条例”（第 615 章）界定“实益拥有人”如下：

1. 就法团而言:
 - (a) 指符合以下说明的个人 –
 - (i) 直接或间接地拥有或控制(包括透过信托或持票人股份持有)该法团已发行股本的 25%以上；
 - (ii) 直接或间接地有权行使在该法团的成员大会上的投票权的 25%以上，或支配该比重的投票权的行使；或
 - (iii) 行使对该法团的管理最终的控制权；或
 - (b) 如该法团是代表另一人行事，指该另一人
2. 就合伙而言:
 - (a) 指符合以下说明的个人
 - (i) 直接或间接地有权摊分或控制该合伙的资本或利润的 25%以上；
 - (ii) 直接或间接地有权行使在该合伙的投票权的 25%以上，或支配该比重的投票权的行使；或
 - (iii) 行使对该合伙的管理最终的控制权；或
 - (b) 如该合伙是代表另一人行事，指该另一人；
3. 关于合伙以外的非法人团体而言，指
 - (a) 最终拥有或控制该非法人团体的个人；或
 - (b) 如该非法人团体是代另一人行事，则该另一人

Part 6 第六部分: Declaration 声明

Declaration by Client 客户声明

本人/吾等(下述签署客户)确认:

本开户表的资料均属真实及正确。中一期货有限公司完全可以依靠这些资料及陈述作适当用途(包括任何中一期货有限公司收到的客户更新资料之书面通知)。客户授权中一期货有限公司查证本开户表内的资料。

本人/吾等现要求中一提供电子交易服务予本人/吾等。本人/吾等明白使用任何中一期货之服务前, 当已阅

读及明白中一期货有限公司之最新版本的客户合同。本人/吾等现申请开立期货账户, 并同意接受可不时 被修改的中一期货客户协议书包括但不限于其一般条款, 附录一, 附录二及附录三。本人/吾等确认已获 提供按本人/吾等选择的语言(中文/英文) 附于本表之风险披露声明, 并提出问题及征求独立的意见(如本人/吾等有此意愿)。

本人/吾等在此以书面通知及确认并授权中一期货有限公司可在任何时间联络任何人, 包括客户的银行、经纪等或任何信贷机构, 藉以确定并行使客户款项常设授权书内的全部常设授权。此项授权由本人/吾等按开户表的签署日期起计直至_____年____月____日为期不超过 12 个月, 并可按照客户款项常设授权书内具体列明的适用法律及规则续订权限或被视为续订权限。本人/吾等确认中一期货有限公司已按本人/吾等选择的语言(英文或中文)提供了客户款项常设授权书之副本。

The information contained in this Client Information Form is true and accurate. CN FIRST International Futures Limited is/are entitled to rely fully on such information and representations for applicable purposes (including any change hereof in writing as received by CN FIRST International Futures Limited). CN FIRST International Futures Limited is/are authorized at any time to contact anyone, including my banks, brokers or any credit agency, for the purpose of verifying the information provide on this Client Information Form.

I/We hereby request CN FIRST to render Electronic Trading Services to me/us. I/We the undersigned Client(s), confirm that prior to usage of any of CN FIRST International Futures Limited service(s), have read and understood the provisions of the current version of the CN FIRST Client Agreement of which this/these document(s) forms a part. I/We hereby apply to open the Futures Account and agree to be bound by the CN FIRST Client Agreement including without limitation to its General Terms and Conditions and Schedule 1, Schedule 2, Schedule 3 and Schedule 4 as the same may be amended from time to time. I/We acknowledge and confirm that CN FIRST International Futures Limited has/have provided the Risk Disclosure Statement annexed hereto in a language of my/our choice (Chinese/English) and I/we have been invited to read the Risk Disclosure Statement, to ask questions and take independent advice if I/we wish.

I / We hereby notify and confirm in writing and authorize that CN First International Futures Limited could contact anyone at any time, including the customer's bank, broker, etc. or any credit institution, in order to determine and exercise all of the Client Standing Authority. This Client Standing Authority is not more than 12 months from the date of signing the account opening form up to the _____ year _____ month _____ day, and can be renewed or treated in accordance with the applicable laws and rules specified in the Client Standing Authority. I / We confirm that CN First International Futures Limited has provided the Client Standing Authority in the language (English or Chinese) of my / our choice.

Suitability Declaration 适用性声明

I / We understand and agree that, in accordance with my/our investment needs and risk profiles as set out in the Client Information Form, the risk rating is appropriate to my/our risk tolerance level. 我/我们理解并同意，根据客户信息表中规定的投资需求和风险概况，风险评级适合我/我们的风险承受水平。

I / We disagree with the CN First's assessment of my risk rating, I / We hereby indicate my risk profile that I / we believe is more accurate and specify the reason(s) below: 我/我们不同意中一期货对我/我们的风险评级的评估，我/我们在此声明我/我们认为更准确的风险状况并指出以下原因：

Conservative 低

Moderate 中

Aggressive 高

Reasons/原因: _____

Use of Personal Data in Direct Marketing

1. CN First intends to use your personal data in this Client Information Form, including your personal information, financial and investment background, knowledge of derivatives, other disclosure and background information for direct marketing.
2. CN First may not so use your personal data for the above purpose unless we have received your consent.
3. The personal data will be used for marketing CN First's financial/investment services and products.
4. You have the rights to send a written request by fax or by post to CN First to cease to so use the data, and no charge whatsoever will be incurred for such request.
5. By signing this Client Information Form, you agree to such use of your personal data by CN First. Should you find such use of your personal data not acceptable, please indicate your objection before signing by ticking the box below:

I / We object to the proposed use of my/our personal data in direct marketing.

在直销中使用个人数据：

1. 中一期货意于使用您在本客户信息表提供的的个人数据，包括您的个人信息，财务和投资背景，衍生品知识，其他披露及背景信息作直接营销。
2. 除非得到您的同意，否则中一期货不得将您的个人数据用于上述目的。
3. 个人数据将用于营销中一期货的金融/投资服务和产品。
4. 您有权通过传真或邮寄方式向中一期货发送书面请求停止使用这些数据，中一期货并且不会对此类请求收取任何费用。
5. 签署此客户信息表，即表示您同意中一期货对您的个人数据的使用。如果您发现此类个人数据的使用不可接受，请在签名前勾选下面的方框注明您的异议：

我们反对在直接营销中使用我/我们的个人数据



Signature of Client: 客戶簽署

Date: 日期

In the presence of the witness: Name & Signature

Profession/Designation 所属专业/职衔*

**由中一期货持牌代表或联系人士或专业人士 (其他证监会持牌人或注册人, 太平绅士, 银行经理, 执业会计师, 律师或公证人及特許秘書) 填写 (to be completed by licensed representative or affiliate of CN First or Professional (any other licensed or registered person with the SFC, a JP, branch manager of a bank, certified public accountant, lawyer or notary public and chartered*

Date: 日期

Declaration by Representative 代表声明

I, representative of CNFIRST International Futures Limited do hereby solemnly and sincerely declare that the Risk Disclosure Statement as set out in the Terms and Conditions have been provided to the above mentioned person(s) in English/Chinese at his/their own choice and that the above mentioned person(s) has/have been invited to read the Risk Disclosure Statement, to ask questions and to seek independent advice if he/they wish(es).

本人，中一期货有限公司之代表，谨此声明，本人已按照上述人士所选择的语言（英文或中文）提供载于条款和条件的风险披露声明，亦曾邀请上述人士阅读风险披露声明、提出问题并征求独立意见（如上述人士有此意愿）。

_____ Signature of Licensed Representative Per CNFIRST International Futures Limited (中一期货有限公司)	_____ Name of Representative 代表姓名	_____ CE Number 中央编号
Date 日期: _____		

Approval of Account Opening 开户同意

Approved and Accepted by 同意及接纳

CNFIRST International Futures Limited

中一期货有限公司

_____ Signature of Responsible Officer 负责人员签署	_____ Name of Responsible Officer 负责人员姓名	_____ Date 日期
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For Internal Use Only

仅供中一期货人员内部使用

Account Opening	Signature/ Initial	Date:
	Signature/ Initial	Date:
Account Approval	Signature/ Initial	Date:
Account Details in Back-office system	Signature/ Initial	Date:
	Signature/ Initial	Date:
Account Approval Email Notification	Signature/ Initial	Date:

Client Risk Control Parameters

ACCOUNT NUMBER:

ACCOUNT NAME:

Position Limit		Signature/ Initial	Date:
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客户回访日期及时间_____

见证人回访日期及时间_____

签名_____

2020年06月29日

Form **W-8BEN**

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- ▶ For use by individuals. Entities must use Form W-8BEN-E.
- ▶ Go to www.irs.gov/FormW8BEN for instructions and the latest information.
- ▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- You are a person acting as an intermediary **W-8IMY**

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.			Country
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.			Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)		6 Foreign tax identifying number (see instructions)	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)

共同汇报标准(CRS)自我证明表格 – 个人

填写本表格前细阅以下指示

为何我们要求阁下填写本表格？

为维护税制完整，全球各地政府现正推出适用于财务机构的资料收集及汇报新规定，名为共同汇报标准(简称『CRS』)。

根据 CRS 规定，我们必须确定你的“税务居民”所在地(通常是你因居民身分而有责任缴纳所得税的国家/地区)。若你的税务居民所在地有别于所持账户的所在地，我们可能需要将此情况及你的账户资料告知本地税务机关，而相关资料或会由多个国家/地区税务机关共享。

填妥本表格，可让我们确保你的税收居民身分资料属正确和最新的。

如你的情况有变，引致本表格内的任何资料不再正确，请立即告知我们，并提交更新后的自我证明表格。

谁须填写共同汇报标准(CRS)个人自我证明表格？

个人客户或独资商户须填写本表格。

如你需代表实体(包括企业、信托和合伙企业)作自我证明，请填写“共同汇报标准(CRS)实体自我证明表格”。同样地，如阁下是实体的控权人，请填写“共同汇报标准(CRS)控权人自我证明表格”。

联名账户持有人需各自填写一份表格。

即使你已就美国政府《外国账户税务合规法案》(简称『FATCA』)提供所需的资料，仍可能需就

CRS 提供额外资料，因为两者为独立的规例。

如你代表他人填写本表格，请确保他们知道此事，并在第 3 部分说明阁下以什么身分签署本表格。例如：阁下可能是以账户的托管人或代名人身分、根据授权书以受权人身分或以未成年账户持有人的法定监护人身分填写本表格。

如何获取更多信息

如对本表格或上述指示有任何疑问，请联络阁下的客户经理、亲临任何分行或致电我们查询。

经济合作与发展组织(简称『经合组织』)已制订规则，供参与 CRS 的所有政府使用，并载于经合组织的自动交换资料(简称『AEOI』)网站 www.oecd.org/tax/automatic-exchange/。

如对判定你的税收居民身分有任何疑问，请浏览经合组织网站

www.oecd.org/tax/automatic-exchange/ 或咨询你的税务顾问。请恕中一期貨有限公司无法提供税务建议。

重要提示:

- 这是由账户持有人向申报财务机构提供的自我证明表格，以作自动交换财务帐户数据用途。申报财务机构可把收集所得的资料交给税务局，税务局会将资料转交到另一税务管辖区的税务当局。
- 如账户持有人的税务居民身分有所改变，应尽快将所有变更通知申报财务机构。
- 除不适用或特别注明外，必须填写这份表格所有部分。如这份表格上的空位不够应用，可另纸填写。在栏/部标有星号（*）的项目为申报财务机构须向税务局申报的资料。

第 1 部分 – 个人账户持有人的身分识辨资料	
A 账户持有人的个人资料	
<input type="checkbox"/> 先生 <input type="checkbox"/> 太太 <input type="checkbox"/> 女士 <input type="checkbox"/> 小姐 <input type="checkbox"/> 其他:_____	
姓名(中文)*:	姓名(英文):
身份证明文件类别: <input type="checkbox"/> 身份证 <input type="checkbox"/> 护照 <input type="checkbox"/> 其他:_____	出生日期*: 年 月 日
身份证明文件号码:	
B. 现时住址	
第 1 行(例如: 室、楼层、大厦、街道、地区):	
第 2 行(例如: 城市)*:	
第 3 行(例如: 省、州):	
国家:	
C. 通讯地址 (如通讯地址与上述现时住址不同, 填写此栏)	
第 1 行(例如: 室、楼层、大厦、街道、地区):	
第 2 行(例如: 城市):	
第 3 行(例如: 省、州):	
国家:	

附件 4 之附录 A：非专业人员自我证明书

您（“订阅人”）从 CME（芝加哥商品交易所）授予的许可下的经销商（“经销商”）处获得 CME 和其他第三方的市场数据（“市场数据”）。根据订阅人的资格条件，可能会降低就 CME 和其他第三方的市场数据向订阅人收取市场数据费的标准。为了符合降低收费标准的资格条件，订阅人必须被视为“非专业人员”。

非专业人员是指并包括获得和使用市场数据（不包括任何场内事务数据）并受到下列限制的(i)自然人订阅人，或(ii)某些小型商业实体（有限责任公司、合伙、信托或法人）：

非专业订阅人

- (a) 订阅人必须拥有一个活跃的期货交易帐户；
- (b) 订阅人不得是任何交易所的会员（亦不得拥有或租用任何交易所的任何一类会员资格）；
- (c) 订阅人的主要业务经营目的并不涉及交易；
- (d) 订阅人不得是在任何证券交易所、商品交易所、期货交易所、合约市场或者任何监管机构、专业协会或经认可的专业机构登记或获得资格认证的专业交易员或投资顾问；并且
- (e) 订阅人不得隶属于任何属于或被视为属于专业用户的实体；以及

非专业订阅人对市场数据的使用

- (f) 订阅人仅可将市场资料用于订阅人的个人非商业用途；
- (g) 订阅人使用市场数据的目的是必须以管理订阅人的自有财产为限，而且，为避免疑义，其不得以任何身份将市场数据用于管理任何第三方的任何财产，而不论是以本人的身份、任何企业的高级职员、合伙人、雇员或代理人的身份还是作为任何其他个人之代表的身份行事，亦不论是否为此收取任何报酬；并且
- (h) 订阅人不得代表从事经纪、银行、投资或金融活动的机构行事；以及

非专业订阅人对市场资料的获取

- (i) 订阅人从每一经销商处获取市场资料的管道不得超过两（2）条；并且
- (j) 订阅人只能在能将订单传送到 CME Globex 平台的设备（“订单传送设备”）上浏览市场数据。

不符合非专业人员的资格条件或者属于下述类型的任何订阅人，均应被视为专业人员。不管本档中有何其他规定，专业人员包括但不限于：

- 向任何第三方提供金融或类似服务的任何人或实体。
- 在任何证券交易所、商品交易所、期货交易所、合约市场或者任何监管机构、专业协会或经认可的专业机构登记或获得资格认证为专业交易员或投资顾问的任何人。
- 代表从事经纪、银行、投资或金融活动的机构行事的任何人或实体。
- 在 CME 集团的任何指定合约市场（“DCM”）或任何其他交易所拥有任何形式的会员资格的任何人，或者拥有此等会员资格的某一实体的任何雇员。

不管本档中有何规定，在各种情况下，CME 均保留对某一订阅人是否是非专业人员还是专业人员作出最终认定的权利。CME 保留随时修订本政策或者终止对非专业人员降低收费标准的做法的权利。

符合非专业人员的资格条件的订阅人应在下方签字，然后将本自我证明书交还给经销商。请注意，本证明书可能要由经销商审批。如果订阅人不再符合非专业人员的资格条件，则其必须在合理可行的范围内尽快通知经销商。

本人特此证明，按照本档中所作的界定，本人符合非专业人员的资格条件

附件 7：市场资料订阅协议

本市场资料订阅协议由中一期货有限公司（“经销商”）和

_____（“贵方”或“订阅者”）于_____（“生效日期”）签订。本市场数据订阅协议允许贵方按照本市场数据订阅协议（“本协议”）的下列条款和条件存取、接收和使用某些市场数据（定义见下文）。本协议管辖贵方为接收和使用市场数据而进行的存取，并构成经销商与订阅者（经销商和订阅者各自称为“一方”，合称为“双方”）之间具有法律约束力的协议。

1.定义

“设备”指以可视、可听或者其他可理解的形式接收、存取或显示市场数据的任何一台设备，而不论是固定的还是便携式的。

“不可抗力事件”指任何水灾、反常的天气状况、地震或其他天灾、火灾、战争、恐怖主义行动、暴动、暴乱、劳资纠纷、意外事故、政府行为、通讯或电力中断、设备或软件故障。

“人”指任何自然人、独资企业、公司、合伙、有限责任公司或其他组织。

“市场数据”指与上市和场外衍生品合约（包括但不限于掉期和期货）、期权合约或者类似衍生工具有关的信息和数据以及指数数据和分析数据。市场数据可以包括但不限于开盘价和收市价、最高价和最低价、结算价、现时买入价和卖出价、未平仓合约信息、最后出售价格、价格限制、报价要求、定盘价、数据曲线、预计和实际成交量数据、合约明细表以及快消息或慢消息。就订阅者在本协议项下的义务而言，市场数据还包括向订阅者传递与市场数据实质相当的信息的信息、数据和素材。

“场外市场资料”指与场外衍生品合约有关的市场资料。

2.市场资料的专有权

2.1 订阅者认知并同意，芝加哥商品交易所及其关联方（“CME”或“芝加哥交易所”）对市场数据拥有排他性的宝贵产权（或者，在第三方内容提供商通过 CME 作出数据使用许可的情况下，该第三方内容提供商对之拥有排他性的宝贵产权），以至于该等市场数据构成芝加哥交易所的宝贵保密信息、商业秘密和/或专有权利，而不处于公有领域，而且，该等市场资料将仍属于芝加哥交易所的宝贵保密信息、商业秘密和/或专有权利，若不是有本协议的存在，订阅者不会对该等市场数据享有任何权利或存取机会。

2.2 订阅者认知并同意，任何市场资料的披露，或者违反或威胁违反本协议中的任何其他契诺或同意的任何情形，均会给芝加哥交易所造成不可弥补的损害，对于此种损害，金钱赔偿属于不充分的救济。因此，订阅者进一步认知并同意，除了和不限于可能获得的其他法定或衡平救济，对于违反或威胁违反本协议的任何规定、要求或约定的情形（包

括但不限于披露或威胁披露市场资料的任何情形），芝加哥交易所还有权获得特定履行、禁制令救济以及其他衡平救济。

3. 订阅者接收市场数据

3.1 本协议规定了订阅者可以使用市场资料的条款和条件。订阅者认知，不管有任何协议，CME 或经销商均可自行酌情决定，停止传播市场数据，或者改变或消除其自己的传输方法、速度或信号特征。此外，订阅者还认知并同意，经销商或芝加哥交易所保留其不批准任何订阅者以及因故或无故终止任何订阅者对市场数据的接收的权利。

3.2 (i)除下文第 3.2(iii)条规定之外，订阅者仅可将市场数据用于其自身的内部业务活动（内部业务活动应将子公司和关联方排除在外），而且只在订阅者不时以书面形式向经销商和芝加哥交易所指定的办公场所、地点和设备上使用。（在前句中使用“其自身的内部业务活动”一词是指认购者(a)是为其自身或其客户的利益而进行交易，(b)为了其自身的内部业务决策而进行评估，或(c)就衍生工具市场的动态或趋势向其客户提供咨询意见，但上述活动均受本条下文中对用电话向客户披露必要和微不足道的细分市场数据所规定的所有限制的约束。）

(ii)订阅者同意，其不会且不允许他人以任何格式向任何其他方或者上述指定办公场所或地点以外的任何办公场所或地点传递或以其他方式提供市场数据，亦不得允许任何其他方直接或间接从该等办公场所或地点拿走任何市场数据，并且将采用和强制执行对防止市场数据被从中拿走的目的而言属于合理的任何政策。订阅者特别同意，在不限或变更其在第 7 条或本协议其他条款项下的义务的同时，订阅者自己不得亦不得允许他人将任何市场数据用于下列任何目的：(a)创制基于或者源于市场数据的衍生数据产品，(b)确定或得出在芝加哥交易所以外的任何其他交易所交易的衍生品合约、衍生品合约期权或者类似的衍生工具的任何价格（包括任何结算价），及(c)用于将在外部传播、公布或以其他方式使用的任何衍生作品。订阅者将遵守芝加哥交易所不时对该等使用规定的任何其他限制。订阅者将尽最大努力，确保其合伙人、高级职员、董事、雇员和代理人保持对通过订阅者所持有的设备而收到的市场数据的独自控制、独自实际占有和独自存取。

(iii)尽管有上文第 3.2 条第(i)款和第(ii)款的规定，订阅者可以在其正常经营业务的过程中，偶尔向其每一客户和分支机构提供微不足道的细分市场数据，其数量应以为使订阅者能够进行其业务所需的为限，而且前提条件是该等市场资料不含任何场外市场资料。上述的再传播必须严格限于不涉及使用计算机语音合成或任何其他技术的电话通讯，并且必须完全与订阅者或任何该等接收方的交易活动相关。订阅者应告知任何该等接收方，上述细分市场数据乃是不得向其他人或实体披露或传播的专有和保密信息。订阅者同意尽一切合理的努力，确保该等接收方遵守本协议的规定。

(iv)订阅者将尽最大努力，确保不允许市场数据有任何未经授权的传播。

4.报告

订阅者同意及时向经销商、CME 及其各自的关联方或代理人提交经销商或 CME 不时要求提交的与订阅者接收市场资料合理有关的任何信息或报告。

5.检查和审计的权利

5.1 在正常营业时间内，经销商或芝加哥交易所指定的任何人可以进入订阅者的办公场所或地点，以观察市场数据的使用情况，审查、检查任何设备、附件或装置以及订阅者在第 3.2 条和第 4 条项下需就其接收和使用市场数据的情况而维持的任何账簿和记录。

5.2 如果在审计中发现，对订阅者的市场资料用量存在少报的现象，订阅者将作出及时的调整（包括按每月 1½% 的利率支付的利息），以对经销商和芝加哥交易所作出补偿。此外，依照交易所的选择，订阅者将有责任承担其结果显示与实际应付给芝加哥交易所的费用金额存在对芝加哥交易所利差的差异而且差异达到百分之五(5%)或以上的任何审计的合理费用。

5.3 对于作为其报告依据的记录和账簿，订阅者应在该等记录和账簿所涉及的期间之后将其保存三(3)年。如果订阅者未按上述要求保存该等记录和账簿，则订阅者同意向芝加哥交易所支付经过上述任何审计而发现的任何差异的合理估计额。

6.市场资料费

订阅者将按照届时实行的收费标准，就其接收市场数据的权利向经销商支付费用。市场数据费可由经销商随时作出变更，而无需事先通知订阅者。

7.订阅者的契诺、陈述和保证

7.1 订阅者作出契诺、陈述和保证，其不从事经销市场资料的业务，而且，在经合理调查后据其所知，其是按照本协议项下的授权接收市场数据。

7.2 订阅者同意，其不会将市场数据用于任何非法目的，而且也不会允许任何其他人将市场数据用于任何非法目的。

7.3 订阅者同意，其不会以与经销商或芝加哥交易所竞争的任何方式使用市场数据，亦不会以协助或允许第三方与经销商或芝加哥交易所竞争的任何方式使用市场数据。

7.4 订阅者同意，在本协议项下提供市场数据的前提条件是订阅者严格遵守本协议的条款，而且，在经销商或芝加哥交易所自行判断订阅者存在不履行或违反本协议规定的任何情形时，其可立即停止上述服务，而不论是否发出通知，亦不论是否有正当理由。

7.5 订阅者进一步陈述和保证：(i)其拥有签署和履行本协议的一切必要权力和授权；(ii)本协议对订阅者是合法、有效、具有约束力并可强制执行的；(iii)订阅者签署或履行本协议，均不违反而且也将不会违反对经销商或芝加哥交易所具有约束力或者对其适用的任何法律、规则、法规、命令或者任何协议、文件或文据；以及(iv)其对市场数据的存取和使用将符合一切适用的联邦、州和地方法律、法规以及条约。

8. 免责声明

市场数据是在不带有任何种类的保证的情况下在“现有”的基础上按“现状”提供的，而且订阅者亦同意市场数据是如此提供的。订阅者同意，经销商及其关联方、芝加哥交易所及其关联方、前述各方的任何成员、董事、高级职员、雇员或代理人以及芝加哥交易所的任何特许人均未就市场数据或其传输、及时性、准确性或完整性作出任何不论是明示还是默示的陈述或保证，包括但不限于任何默示保证或者对于适销性、质量、对特定目的或用途的适用性或者不侵权的任何保证，以及在法令或其他法律项下产生的保证或者因任何交易过程或行业惯例而产生的保证。

9. 责任和损害赔偿的限制

9.1 订阅者同意，经销商及其关联方、芝加哥交易所及其关联方、前述各方的任何成员、董事、高级职员、雇员或代理人以及芝加哥交易所的任何特许人：

- (i) 并不保证市场数据的顺序、准确性或完整性，而且，其中任何人均不就市场数据或其传输的任何延迟、不准确、错误或遗漏或者因订阅者接收或使用市场数据而产生的任何其他损害对订阅者或任何其他其他人承担责任，而不论该损害是否由其本身的疏忽、不可抗力事件或者任何其他原因导致的。
- (ii) 不会就因本协议及其项下的市场数据而产生的或者与之有关的任何损失、责任或其他损害（不论是直接的、间接的还是后果性的）对订阅者或者任何其他其他人或实体承担责任，包括但不限于：
 - (a) 市场数据的交付、位置或市场数据本身的任何不准确、不完整、延迟、中断、错误或遗漏；或
 - (b) 订阅者、其客户或任何其他实体或者前述各方的任何关联方、董事、高级职员、雇员或代理人作出的任何决定或者采取或没有采取的任何行动。
 - (c) 营业收入的损失、利润损失或者任何惩罚性的、间接的、后果性的、特定的或者任何类似的损害赔偿，而不论是合同方面的、侵权方面的还是其他方面的，即使已被告知发生该等损害赔偿的可能性。

9.2 订阅者明确知悉，经销商、芝加哥交易所及其关联方未就本协议和市场数据对订阅者或任何第三方作出任何明示或默示的保证，其中包括但不限于：**(i)**对于市场数据的及时性、顺序、准确性、完整性、现时性、适销性、质量或对特定目的之适用性的任何保证，或**(ii)**对于订阅者或任何第三方使用市场数据所能获得的结果的任何保证。

9.3 如果上述免责声明及责任免除或者其中的任何部分被视为无效或无作用，则经销商、芝加哥交易所及其各自的关联方、董事、高级职员、成员、雇员和代理人的累积责任不得超过损失或损害的实际金额或者五十美元(**\$50.00**)的金额（以较少者为准）。

10.期限与终止

10.1 本协议将于生效日期生效。在订阅者严格遵守本协议规定的前提下，经销商在本协议项下提供市场数据的有效期为生效日期起的一（1）个月（“初始期限”），在该初始期限结束时自动续展一（1）个月，并在此后逐月自动续展（该等持续性的续展均称为“续展期限”），但是，任何一方均可通过至少提前十（10）天发出其拒绝该等自动续展的电子或书面通知而终止本协议。

10.2 经销商和芝加哥交易所可以不时修改或修订本协议，而且，订阅者同意受该等条款的约束。在作出该等修改或修订后，订阅者可提前十（10）天发出电子或书面通知而终止本协议。如果贵方在经销商或芝加哥交易所向贵方发出修改通知后继续存取或使用市场数据，则表示贵方同意受修改后的本协议约束。

10.3 本协议一旦终止，订阅者即应停止对市场数据的任何使用，并删除在本协议项下收到的一切市场数据，包括但不限于所储存的任何既往市场数据。

11.继续有效

第1条（定义）、第2条（市场资料的专有权）、及根据其性质理应继续有效的各个条款以及上述条款的任何修订，将在本协议终止或期满后继续有效。

12.弥偿

对因本协议引起的或者与本协议有关的一切索赔权，包括但不限于因订阅者在本协议项下所需编制的任何报告或记录中存在任何错漏或者订阅者未能或延迟提交或编制该等报告或记录而导致的任何责任、损失或损害（包括但不限于律师费和其他费用），订阅者将向经销商、芝加哥交易所及其各自的关联方、董事、高级职员、雇员和代理人作出弥偿，为其辩护，并保障其不受损害。

13.其他规定

13.1 由本协议引起的任何诉讼均受伊利诺伊州的州内法（而非冲突法）的管辖，并依其解释。双方接受位于伊利诺伊州库克县的州法院和联邦法院的排他性管辖。

13.2 未经经销商事先书面同意，订阅者不得转让本协议的全部或任何部分。

13.3 订阅者不得修改或修订本协议的条款。

13.4 如果本协议的条款和条件与关于订阅者接收和使用市场数据的任何其他协议的条款和条件存在任何冲突，则将以本协议的条款和条件为准。

13.5 如果由于任何原因，本协议的一个或多个条款或者其中的任何部分被判定为无效，则本协议的其他条款或其他部分仍保持完全有效。

13.6 经销商和订阅者明白并同意，CME 是本协议预定的第三者受益人，而其可强制执行本协议项下的所有条款。

本协议的每一方均已责成其正式授权的高级职员或代表以该方的名义并代表该方正式签署本协议，以资证明。

经销商

签署 _____

职务 _____

日期 _____

市场资料订阅表

非专业人员	ICE 纽约	ICE伦敦	ICE金融	CME Group	CME Group 及 EUREX
Level 1(月费)	USD 110 □	USD 110 □	USD110 □	USD 5 □	USD 5 □

条款细则

每个月的最后一个工作日，系统会核查客户的资金情况是否足够支付下一月的行情费用，如果足够，当天就扣除行情费用，下个月正常使用行情；如果不足，行情授权于下个月第一天停止，不再提供行情。

Terms and Conditions

On the last working day of each month, the system will verify the accounts status of the Client (subscriber of the CME market data) if there is sufficient fund to settle the monthly subscription fees for the next month. Subscription fees will be deducted if there is sufficient fund in the account, and access to CME market data will be entitled. In case where fund in the account is not sufficient, access to CME market data will be denied on the first day of next month.

注意事项：

- 1) 客户在开户时必须签署 CME/EUREX/ICE 的“市场数据订阅协议”，并清楚明白行情扣费的方式，然后客户自行选择合适的行情；
- 2) 客户请选择须要开通哪些市场的行情数据及缴付有关市场行情权限的费用，并须要以书面确认。

Notice:

- 1) Client has to sign a “Market Data Subscription Agreement” prepared by CME/EUREX/ICE amid the account opening procedures, and should understand the Subscription Fees Schedule before he/ she selects the accesses to various market data.
- 2) Upon selecting the appropriate accesses to market data, and having paid for the corresponding subscription fees; the Client still has to sign a written acknowledgement in return.

备注：

- 1) 行情只能提前申请，下个月才生效。
- 2) 客户也可以自行决定实时开通过行情，但行情权限不足一个月仍按一个月收费，一开通就需要扣费用。
- 3) 如果客户不急用于开通过行情权限，可以选择下个月才开始订阅及开通过行情。

Remark:

- 1) Subscription can only be arranged in advance, and be effected the next coming month.
- 2) Client still reserves the rights to activate the accesses to market data in the interim of a calendar month, provided that a full-calendar month subscription fee be paid the time accesses are entitled. No pro-rata payment will be entertained.

客户同意 中一期货有限公司 自动从客户交易帐户中扣除费用，以下为同意书的签字。

The Client has agreed that CN First International Futures Limited can automatically deduct the monthly subscription fees from the Client's trading account, and be acknowledged with the signature below.

客户账号: _____



Signature of Client
客户签署

YYYY年 MM月 DD日

Date 日期