

天成國際貴金屬有限公司
TIN SHING INTERNATIONAL PRECIOUS METAL LIMITED



客戶協議
CUSTOMER AGREEMENT

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客戶協議
Customer Agreement

本協議於 年 月 日由下列訂約方訂立:
This Agreement is entered into on day

between the following parties:

天成國際貴金屬有限公司(下稱「本公司」);
Tin Shing International Precious Metals Limited (hereinafter referred to as the "Company");

及
and

(下稱「客戶」)。
(hereinafter referred to as the "Customer").

本協議管限本公司與客戶之間與貴金屬有關的所有交易和其他相關交易。下列文件構成本協議的一部分:
This Agreement governs all transactions between the Company and the Customer relating to precious metals and other related transactions. The following documents form a part of this Agreement:

- (a) 客戶交易規則;
Customer Trading Rules;
- (b) 現貨貴金屬交易規則;
Spot Precious Metals Trading Rules
- (c) 提供天成平台作貴金屬及相關交易協議;
Agreement for Providing Tin Shing Platform in precious metals and related transactions;
- (d) 個人資料收集聲明;及
Personal Information Collection Statement; and
- (e) 風險披露聲明。
Risk Disclosure Statement.

茲特此協定如下:
It is hereby agreed as follows:

1. 定義
Definitions

除非另有述明,否則在本協議中:
Unless otherwise stated, in this Agreement:

「存取碼」指密碼及登錄號碼;
"Access Code" means the password and login number;

「帳戶」指客戶在本公司開設的一個或多個貴金屬交易帳戶;
"Account" means one or more precious metals trading accounts as opened by the Customer with the Company;

「帳戶餘額」指帳戶當時的現金和非現金資產的總價值;
"Account Balance" means the total value of cash and non-cash assets in the account(s) at that time;

「帳戶估值損失限額」指本公司就重新對交易中的未平倉合約重估價值引致的任何損失不時全權酌情設定的限額。
如果超出該限額,則客戶同意立即作出充足付款,使估值重回獲批准的限額內;
"Account Valuation Loss Limit" means the limit set by the Company from time to time at its sole discretion on any loss resulting from the revaluation of open position in a transaction. If such limit is exceeded, the Customer agrees to make sufficient payment immediately to bring the valuation back within the approved limit;

「帳戶價值」指在按照現行市價對交易中的未平倉合約重估價值後,由其引致的損益及帳戶現金餘額之和;

“Account Value” means the sum of the profit or loss resulting from the revaluation of open position in a transaction at the current market price and the cash balance in the account;

「未平倉合約總額」指本公司不時計算的雙方之間未平倉合約的總金額;

“Total Open Position Amount” means the total amount of open positions between the parties as calculated by the Company from time to time;

「獲授權人士」指按照本公司要求的方式不時通知本公司獲得客戶授權代表客戶就本協議向本公司發出指示的任何人士;

“Authorized Person” means any person who, as notified to the Company from time to time in the manner required by the Company, is authorized by the Customer to give instructions to the Company on behalf of the Customer in relation to this Agreement;

「營業日」指於相關貴金屬的司法管轄區的銀行營業以進行交易的日子,且在該日子可進行貴金屬交易或支付付款(視乎情況而定);

“Business Day” means a day on which banks in the jurisdiction of the relevant precious metals are open for trading and on which precious metals transactions or payments (as the case may be) may be made;

「買方」就每項交易而言,指本公司或在相關確認書中被指明為買方的客戶;

“Buyer” means, in relation to each transaction, the Company or the Customer named as the buyer in the relevant confirmation;

「追加按金水平」指本公司向客戶提出追加或要求提供額外按金資金的水平;

“Margin Call Level” means the level at which the Company requires the Customer to provide additional margin funds;

「天成平台」指本公司就貴金屬交易擁有和營運的網上交易平台以及該平台載列的任何資料及包含的軟體;

“Tin Shing Platform” means the online trading platform owned and operated by the Company for precious metals trading and any information and software contained on the Platform;

「平倉」指本公司不時按要求進行用以抵銷任何未平倉合約的任何交易;

“Close Position (or Liquidation)” means any transaction which the Company may from time to time require to be effected to offset any open position;

「平倉水平」指本公司可將客戶的持倉平倉的水平;

“Closing Position (or Liquidation) Level” means the level at which the Company may close out (or liquidate) the Customer’s position;

「交易所」指位於香港的香港黃金交易所(前稱金銀業貿易場);

“Exchange” means Hong Kong Gold Exchange (formerly known as Chinese Gold and Silver Exchange) in Hong Kong;

「違約事件」指發生下列任何一項:

“Event of Default” means the occurrence of any of the following:

I. 客戶未能根據或依據本協議支付任何到期應付的款項或交付可交付的任何資產(特別是任何貴金屬),或者未能履行其於本協議下的任何其他義務;

The Customer fails to pay any amount due or deliver any assets (in particular any precious metals) under or pursuant to this Agreement, or fails to perform any other obligations under this Agreement;

II. 客戶根據任何破產法、無力償債法或類似法律展開自願案件或其他訴訟或程序,就其或其債項尋求清算、重組或其他類似濟助,或者就其或其任何重大資產尋求委任受託人、破產接管人、接管人、清盤人、破產管理人、保管人或類似人員,或者(若客戶是法團)客戶採取任何公司行動,以授權進行任何前述各項,而本公司不同意客戶進行有關重組、作出債務償還安排或債務重整協議;

The Customer commences a voluntary case or other action or proceeding under any bankruptcy, insolvency or similar law seeking liquidation, reorganization or other similar relief in respect of it or its debts, or seeks the appointment of a trustee, receiver, receiver, liquidator, administrator, custodian or similar officer in respect of it or any substantial assets, or (if the Customer is a corporation) the Customer takes any corporate action to authorize any of the foregoing, and the Company does not consent to any such reorganization, arrangement or composition;

III. 針對客戶開展與上文第II項所述事件具有類似作用的非自願案件或其他訴訟或程序;

- initiating an involuntary case or other action or proceeding against the Customer that has a similar effect to the matter described in item (II) above;
- IV. 客戶作出破產行為(定義見適用於客戶的任何破產法或無力償債法)或者具有類似作用的任何其他行為,或者(如果僅為個人)客戶去世或變得精神不健全;
 the Customer commits an act of bankruptcy (as defined in any bankruptcy or insolvency law applicable to the Customer) or any other act having a similar effect, or (in the case of an individual only) the Customer dies or becomes of unsound mind;
- V. 客戶根據本協議或根據任何抵押文件作出或被視為作出的任何陳述或保證經證明在任何重要方面均為虛假或具有誤導性;
 Any representation or warranty made or deemed to be made by the Customer under this Agreement or under any security document as proven to be false or misleading in any material respect;
- VI. 客戶與另一個實體合併,或併入另一個實體,或將其所有或絕大多數資產轉移予另一個實體;
 The Customer merges with or is absorbed into another entity, or transfers all or substantially all of its assets to another entity;
- VII. 本公司全權酌情認為發生了對客戶的情況產生重大不利變動的事件;
 The Company, at its sole discretion, deems that an event has occurred that has materially and adversely affected the Customer's circumstances;
- VIII. 訂立或繼續履行任何一方於本協議下的任何交易義務變得不合法或不可強制執行;
 The entering into or continuance of any transaction under this Agreement by any party becomes illegal or unenforceable;
- IX. 本協議不再具有十足的效力和作用,或者客戶或任何第三方否認、拒絕承認或廢除(全部或部分)或質疑本協議的有效性;
 This Agreement ceases to be in full force and effect, or the Customer or any third party denies, refuses to recognize or annuls (in whole or in part) or questions the validity of this Agreement;
- X. 倘本公司已接受任何抵押提供者就客戶的債務提供的抵押,發生與該抵押提供者有關的任何上述事件,就該等目的而言,提述「客戶」須被視為包括提述該抵押提供者,提述本協議須被視為包括對任何抵押文件的提述;及
 If the Company has accepted security for the Customer's debts from any security provider, any of the above events shall occur in relation to that security provider and for such purposes references to "the Customer" shall be deemed to include references to that security provider and references to this Agreement shall be deemed to include references to any security documents; and
- XI. 客戶不履行或違反本協議的任何條款或細則;
 The Customer fails to perform or violates any terms or conditions of this agreement;

「匯率」指由本公司釐定於相關時間在相關外匯市場中將一種貨幣換算成另一種貨幣的通行比率,如無明顯錯誤,該釐定須被視為不可推翻,並對客戶具有約束力;
 "Exchange Rate" means the prevailing rate for converting one currency into another currency in the relevant foreign exchange market as determined by the Company at the relevant time. Such determination shall, in the absence of manifest error, be deemed conclusive and binding upon the Customer;

「外匯」指本公司不時釐定的該等貨幣;
 "Foreign Exchange" means such currencies as determined by the Company from time to time;

「貨幣」指該等貨幣中的任何一種;
 "Currency" means any of those currencies;

「香港」指中華人民共和國香港特別行政區;
 "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

「負債」指客戶不時欠付本公司的按匯率換算成港元或本公司與客戶協定的其他貨幣的所有負債總額(不論現在或未來、實有或或有、基本或附帶、各別或共同、有抵押或無抵押,不論是因本協議、訂立交易或將未平倉合約平倉或其他原因而引致),包括但不限於(在任何要求或判決之前和之後)負債的利息(截至本公司實際收到付款之日止,利

率按照客戶應支付的利率或者若非因限制支付的任何情形而原本應支付的利率)以及所有開支、費用(包括記入本公司或本公司收取的法律費用)以及本公司強制執行其於本協議下的權利所招致的開支;

“Liabilities” means the total amount of all outstanding obligations owed by the Customer to the Company, converted into Hong Kong Dollars or such other currency as agreed between the Company and the Customer at the prevailing exchange rate, whether now or in the future, whether actual or contingent, principal or interest, individual or joint, secured or unsecured, whether arising from this Agreement, the entering into of transactions, the closing of open positions, or otherwise, including but not limited to interest on such liabilities (from the date of accrual until the date of actual payment, at the interest rate payable by the Customer or the rate that would have been payable but for any restriction on payment), and all expenses, costs (including legal fees incurred by or charged to the Company), and expenses incurred by the Company in enforcing its rights under this Agreement;

「首期按金百分比」指本公司不時通知客戶就每項交易需要收取作為首期按金的交易金額百分比;

“Initial Deposit Percentage” means the percentage of the transaction amount required to be charged as the initial deposit for each transaction as notified by the Company from time to time;

「最高信貸額」指未平倉合約(可能在任何規定時間未平倉)的最高總金額;

“Maximum Credit Amount” means the maximum aggregate amount of open position (which may be outstanding at any given time);

「最長期限」指執行交易的日期該交易的屆滿結算日或估值日(視乎情況而定)之間的最長期限;

“Maximum Term” means the maximum period between the date of execution of a transaction and the expiry settlement date or valuation date (as the case may be) of such transaction;

「密碼」指與登錄號碼共同使用的個人密碼,以獲准進入天成平台;

“Password” means the personal password used together with the login number to gain access to the Tin Shing Platform;

「貴金屬」指任何或所有金、銀、鉑金、鈀或本公司不時同意構成交易事項的其他貴金屬;

“Precious Metals” means any or all gold, silver, platinum, palladium or such other precious metals as the Company may from time to time agree to constitute the subject of a transaction;

「交易」指客戶以港元或本公司與客戶協定的其他貨幣,以現貨方式向本公司賣出或從本公司買入任何貴金屬的協議。除非另有協定,否則現貨貴金屬交易須於訂立交易後的第二個營業日交付;

“Transaction” means an agreement by the Customer to sell to or buy from the Company any precious metals on a spot basis in Hong Kong Dollars or such other currency as the Company and the Customer may agree. Unless otherwise agreed, delivery of spot precious metals transactions must take place on the next Business Day following the date the transaction is entered into;

「規定按金」

“Stipulated Deposit”

I. 就第 2 條規定的首期按金而言,指本公司和客戶在考慮到預計的未平倉合約後同意的該金額;及
in relation to the initial deposit as required by Clause 2, means the amount agreed upon by the Company and the Customer taking into account the anticipated open positions; and

II. 在任何其他情況下,指首期按金百分比總額,以支持所有未平倉合約。

in any other case, it means the total initial margin percentage required to support all open positions.

「抵押文件」指為根據本協議對客戶的任何債務作出抵押的已簽立或此後須不時簽立的任何文件;

“Security Document” means any document executed or required to be executed from time to time to secure any of the Customer’s obligations under this Agreement;

「賣方」就每項交易而言,指本公司或在相關確認書中被指明為賣方的客戶;

“Seller” means, in relation to each transaction, the Company or the Customer named as the seller in the relevant confirmation;

「總賬戶價值」指賬戶餘額及平倉合約引致的損益之和;

“Total Account Value” means the sum of the account balance and the profit or loss resulting from closed positions;

「交易」指貴金屬或相關交易;

“Transaction” means precious metals or related transactions;

「估值日」就每項交易而言,指相關確認書中指定的交易到期結算的日期。

“Valuation Date” means, in relation to each transaction, the date specified in the relevant confirmation on which the transaction is due for settlement.

2. 交易前的初始正數賬戶餘額

Initial positive account balance before trading

在執行於本協議下的任何交易之前,除非與本公司另有協定,否則在客戶根據本協議訂立任何交易之前,客戶須以現金或者本公司全權酌情接受的其他資產向本公司支付首期按金。

Prior to executing any transaction under this Agreement, unless otherwise agreed with the Company, the Customer shall pay the Company an initial deposit in cash or other assets acceptable to the Company at its sole discretion before the Customer enters into any transaction under this Agreement.

3. 賬戶利息

Account interest

本公司可全權酌情決定就客戶於本公司持有的賬戶向客戶支付利息/本公司可要求客戶向本公司支付賬戶利息。本公司亦可針對應付予本公司的任何逾期款項收取利息,而該利息可作為賬戶利息記入借項。

The Company may, at its sole discretion, pay interest to the Customer on any account held with the Company / the Company may require the Customer to pay interest on the account. The Company may also charge interest on any overdue amounts payable to the Company and such interest may be debited as interest on the account.

4. 賬戶維持規定

Account maintenance regulations

(a) 首期按金百分比由本公司全權酌情設定。客戶不得新建持倉,除非緊接在建倉之後,客戶權益至少等同於涵蓋所有未平倉合約所需的首期按金百分比總額。本公司有權要求客戶支付額外按金,以支持現有的未平倉合約(不論客戶權益是否已降至追加按金水平以下亦然)。

The Initial Margin Percentage is set at the Company's sole discretion. The Customers may not open new positions unless, immediately after opening a position, the Customer's interests is at least equal to the total Initial Margin Percentage required to cover all open positions. The Company reserves the right to require the Customers to pay additional margin to cover the existing open positions (regardless of whether the Customer's interests has fallen below the Margin Call Level).

(b) 當本公司要求客戶提供額外按金以使客戶權益等同於規定的首期按金百分比時,客戶必須在本公司提出該要求之後的營業日以相關貨幣於該營業日結束前以現金為不負任何負擔的淨付款向本司提供該等付款。

Where the Company requires the Customer to provide additional margin to bring the Customer's interests to an equivalent percentage of the initial margin, the Customer must provide such payment to the Company as a net payment in cash in the relevant currency on the Business Day following the Company's request by the end of that Business Day.

(c) 倘若客戶權益降至平倉水平以下,本公司有權但無義務採取其認為合適的行動以保障其權益。該等行動包括但不限於交易平倉,本公司可使用任何賬戶餘額以支付任何欠款。就平倉而言:本公司可在其全權酌情認為適當的限度和時間,按照本公司全權酌情認為適當的條款以及根據相關交易的現行市價,將所有或任何未平倉合約平倉。

If the Customer's interests falls below the Liquidation Level, the Company reserves the right, but is not obliged, to take such action as it deems appropriate to protect its interests. Such action may include, but is not limited to, liquidating a position and applying any remaining balance in the account to pay any outstanding balance. With reference to liquidations: the Company may liquidate all or any open positions to the extent and at such time, and on such terms, as the Company deems appropriate in its sole discretion, based on the prevailing market price of the relevant transaction.

(d) 客戶權益水平和規定按金將受到系統化監控,於貴金屬和相關交易中的所有未平倉合約將按現行市價實時重新估值。就該等目的而言,客戶權益和規定按金須參照於任何規定時間在本公司持有的所有交易的未平倉合約總額計算。

The Customer's interests levels and margin requirements will be systematically monitored, and all open positions in precious metals and related transactions will be revalued in real time at prevailing market prices. For these purposes, the Customer's interests and margin requirements will be calculated by reference to the

total amount of open positions held with the Company for all transactions at any given time.

5. 本公司的權利 — 賬戶餘額、資產和抵押

The Company's rights — account balances, assets and security

(a) 在法律允許的最大限度內,鑑於本公司同意以客戶的名義開設和繼續維持賬戶,客戶特此同意如下:
To the maximum extent permitted by law, in consideration of the Company agreeing to open and continue to maintain an account in the Customer's name, the Customer hereby agrees as follows:

- (i) 作為實益擁有人,質押、押記(以第一固定押記的方式)、轉讓和解除本公司所有賬戶餘額以及客戶於該等餘額中的所有權利、所有權和權益(不論現在和將來),直至負債已無條件地和不可撤銷地予以悉數支付和清償為止;
as the beneficial owner, to pledge, mortgage (as a first fixed charge), assign, and release all account balances held by the Company, and all rights, title and interests of the Customer in such balances (whether now or in the future), until the debt has been unconditionally and irrevocably paid and discharged in full;
- (ii) 除本公司在任何時候享有的抵銷、組合和結合任何賬戶餘額的權利、留置權或其他權利(在任何時候不論藉法律、合約或其他依據的施行)外,在無須發出事先通知的情況下授權本公司:
in addition to any rights of set-off, consolidation, or combination of account balances, liens, or other rights that the Company may have at any time (whether under law, contract, or otherwise), the Company is authorized, without prior notice:
- (1) 運用構成賬戶餘額的所有或任何部分的現金,出售、清算、變現或另行處置包含賬戶餘額在內的所有或任何非現金資產,以及運用銷售或處置所得的淨收入;
to use all or any part of the cash constituting the account balance; to sell, liquidate, monetize, or otherwise dispose of all or any non-cash assets comprising the account balance; and to use the net proceeds from such sales or dispositions;
- (2) 運用客戶在本公司維持的任何賬戶上於任何時候(不論單獨地或與任何其他人士共同地)有權獲得的任何其他貸方餘額(不論是否當時到期應付、到期或在其他情況下應予支付);及
to use any other credit balance that the Customer is entitled to at any time in any account maintained with the Company (whether held individually or jointly with any other person), regardless of whether such balance is currently due, payable, or otherwise required to be paid; and
- (3) 將本公司現在或在此後的任何時間欠付客戶的任何其他款項(作為負債,不論是否採用同一種貨幣)運用於或運用作清償負債;
to apply any other amounts owed by the Company to the Customer, either now or at any time in the future (as a liability, regardless of currency), towards the settlement of such liabilities;
- (iii) 承認,除非及直至負債已無條件地和不可撤銷地予以悉數支付和清償的該等時間,否則構成賬戶餘額的任何現金(以及尚未根據第 5(a)(ii)條出售、清算、變現或另行處置的任何其他資產)不得用於償還或退還予客戶或任何其他人士;
to acknowledge that, until such time as the outstanding liabilities have been fully paid and discharged unconditionally and irrevocably, any cash constituting the account balance (and any other assets not yet sold, liquidated, realized or otherwise disposed of pursuant to Clause 5(a)(ii)) may not be used to repay or refund any amount to the Customer or any other person;
- (iv) 未經本公司事先同意,客戶不得撤銷或替代抵押; 及
the Customer may not revoke or replace the security without the prior consent of the Company; and
- (v) 客戶不會對賬戶餘額設立或意圖設立以任何其他方為受益人的任何產權負擔。
the Customer shall not create or attempt to create any encumbrance on the account balance that benefits any other party.

(b) 儘管第 5(a)條已有任何其他權利或效力,以及在不損害該等任何其他權利或效力的情況下,本公司於該條下

的權利是本公司可針對客戶或任何其他人士行使和強制執行的分開和獨立的權利。

Notwithstanding any other rights or remedies under Clause 5(a), and without prejudice to such other rights or remedies, the Company's rights under this clause are separate and independent rights that it may exercise and enforce against the Customer or any other party.

- (c) 包含賬戶餘額的資產將由本公司持有,惟本公司可全權酌情藉向客戶發出通知,將該等資產或其任何部分存放於本公司的一個或多個辦事處,及/或按本公司的指示存放於本公司選擇的任何銀行或金融機構或保管人。Assets comprising the account balance will be held by the Company, however, the Company may, at its sole discretion and without prior notice to the Customer, store such assets or any part thereof at one or more of its offices, and/or deposit the same with any bank, financial institution, or custodian selected by the Company, as per its instructions.
- (d) 客戶根據第 5(a)條提供的抵押將由本公司持有,作為支付負債的持續抵押。the security provided by the Customer under Section 5(a) will be held by the Company as ongoing security for the payment of the debt.
- (e) 本公司有權在任何時間,按照本公司全權和絕對酌情認為適當的方式及限度,將所有未平倉合約或本公司全權和絕對酌情認為適當的該等未平倉合約平倉,以將客戶招致的損失降至最低。The Company reserves the right, at any time, to close out all open positions, or such open positions as it deems appropriate in its sole and absolute discretion, in a manner and to the extent it deems appropriate, in order to minimize any losses incurred by the Customer.
- (f) 客戶特此不可撤銷地及藉為其於本協議下的債務所作的抵押,委任本公司及其高級人員為客戶的授權人,以客戶的名義、代表客戶並作為其行為及行動,以完成任何交易,以及作出或簽立法律規定的所有契據、保證、協議、文書、通知、行為和事情,以使本協議具有十足的效力。客戶特此批准和確認以及同意批准和確認該授權人可簽立或作出任何該等契據、保證、協議、文書、通知、行為和事情。The Customer hereby irrevocably and as security for its obligations under this Agreement, appoints the Company and its officers as the Customer's authorized representatives, to act on behalf of the Customer and in its name, to complete any transaction, and to execute or sign any deed, guarantee, agreement, document, notice, act or matter required by law to give full effect to this Agreement. The Customer hereby ratifies and confirms, and agrees to ratify and confirm, that such authorized representatives may execute or perform any such deeds, guarantees, agreements, documents, notices, acts or matters.
- (g) 公司有權在任何時間將記入客戶任何賬戶(不論該賬戶以客戶的名義還是以客戶和任何其他人士的名義)的貸項的任何餘額(以任何貨幣計值),運用於或運用作償還客戶欠付本公司(不論以何身份)的任何負債(不論實有或或有,或者由客戶單獨欠付還是客戶和任何其他人士欠付)。倘有一名以上的相關客戶在本公司開設賬戶,客戶同意,本公司有權行使於其於本條的權利,將記入客戶的任何聯名賬戶貸項的任何餘額運用於或運用作償還一名或多個客戶欠付本公司的任何負債。The Company has the right at any time to apply any credit balance (in any currency) in any account held by the Customer (whether in the Customer's name alone or jointly with any other person) to, or as payment of, any debt owed by the Customer to the Company (in any capacity), whether actual or contingent, and whether owed by the Customer alone or jointly with any other person. If there are multiple Customers holding accounts with the Company, the Customer agrees that the Company may exercise its rights under this clause to apply any credit balance in any joint account to, or as payment of, any debt owed to the Company by one or more of the Customers.
- (h) 在不損害本公司的任何其他權利或補救的情況下,客戶同意本公司獲授權為保管或任何其他理由對本公司不時管有或控制的客戶全部財產行使留置權,不論是否在本公司的正常業務過程中,且本公司有權出售該等財產以清償所有或任何負債。Without prejudice to any other rights or remedies of the Company, the Customer agrees that the Company is authorized to exercise a lien on all of the Customer's property that is in the Company's possession or control from time to time, whether for safekeeping or for any other reason, and whether or not in the ordinary course of the Company's business, and the Company may sell such property to satisfy all or any outstanding debts.
- (i) 對於本公司因客戶未能或延遲根據本協議履行任何客戶義務或者就本公司履行本協議或強制執行或保留本公司於本協議下的權利而導致的任何及所有申索、要求、法律責任、損失、成本、收費、合理招致且金額合理的開支(包括法律開支)和本公司招致的損害賠償,客戶須應要求向本公司作出彌償。The Customer shall indemnify the Company against any and all claims, demands, liabilities, losses, costs, charges, reasonable expenses (including legal expenses) and damages incurred by the Company arising from the Customer's failure to perform or delay in performing any of its obligations under this Agreement, or

from the Company's performance of this Agreement or enforcement or preservation of its rights under this Agreement.

- (j) 如果本公司因任何與無力償債、破產或解散有關的法律或任何其他原因須歸還客戶已就負債支付的任何款項,本公司有權強制執行本協議,猶如該等款項從未予以支付一樣。
If the Company is required by any law relating to insolvency, bankruptcy or dissolution or for any other reason to repay any amount paid by the Customer in respect of a debt, the Company shall be entitled to enforce this Agreement as if such amount had never been paid.
- (k) 如果客戶對所有或任何賬戶餘額或對其任何部分設立或意圖設立任何抵押(不論固定或浮動),或如果一名人士針對所有或任何賬戶餘額或對其任何部分實施或意圖實施任何形式的法律程序,根據第(5)(a)(i)條設立的押記如被視為一項浮動抵押,則在有關事件發生時無須經進一步通知立即自動成為一項固定押記。
If the Customer creates or purports to create any charge (whether fixed or floating) over all or any of the account balance or any part thereof, or if a person takes or purports to take any form of legal proceedings over all or any of the account balance or any part thereof, a charge created under clause (5)(a)(i) shall, if it is deemed to be a floating charge, automatically become a fixed charge without further notice immediately on the happening of the relevant event.

6. 最高信貸額和進一步抵押

Maximum credit limit and further security

- (a) 最高信貸額須根據最新財務資料和交易市場狀況進行定期審核。儘管本協議條文有任何規定,本公司有權全權酌情隨時修改、取消或終止最高信貸額,將任何及所有交易全部或部分平倉,並要求立即償還任何及所有負債。
The maximum credit limit is subject to regular review based on the latest financial information and trading market conditions. Notwithstanding anything contained in this Agreement, the Company reserves the right, at its sole discretion, to modify, cancel or terminate the maximum credit limit at any time, to close out any and all trades in whole or in part, and to demand immediate repayment of any and all liabilities.
- (b) 客戶須提供或促致任何人士提供本公司不時要求獲得的該等進一步抵押。
The Customer shall provide or procure any person to provide such further security as the Company may from time to time require.

7. 通訊、彌償和權限

Communication, indemnity and authority

- (a) 客戶向本公司作出的任何通訊須被視為不可撤銷,本公司確認收到通訊後,該通訊方為有效。如果本公司向客戶作出的任何通訊由專人交付,或通過其他通訊方式送交至上文所示或不時以書面方式通知本公司且本公司收悉的客戶地址,則該通訊須被視為已收到。
Any communication from the Customer to the Company shall be deemed irrevocable and shall only be effective when the Company confirms receipt of the communication. Any communication from the Company to the Customer shall be deemed to have been received if it is delivered personally or sent by other means of communication to the Customer's address as indicated above or as notified to the Company in writing from time to time and received by the Company.
- (b) 客戶僅可經由本公司向客戶書面指明的通訊方式向本公司發出指示。除非客戶以本公司指明的方式提供指令而且本公司確認收到該等指令,否則本公司不會視為已收到該等指令。
The Customer may only give instructions to the Company through the communication channels specified in writing by the Company. The Company will not consider any instructions received unless they are provided by the Customer in the manner specified by the Company and the Company has confirmed receipt of such instructions.
- (c) 客戶的任何指令一經發出,即不可撤銷。本公司有權執行公司確實相信是來自客戶的任何指令(不論以何種方式發出)。客戶同意受本公司確實相信由客戶發出或經客戶授權的所有指令所約束,以及就因任何交易或者本公司或其聯絡人和代理人根據或依據任何有關指令採取的行動而產生的或與之有關的所有負債、債務、責任、損失、損害、處罰、法律行動、訴訟、判決、成本、收費和開支,向本公司作出彌償。
Any instruction given by the Customer is irrevocable once sent. The Company has the right to execute any instruction that it reasonably believes to be from the Customer (regardless of the manner in which it is given). The Customer agrees to be bound by all instructions that the company reasonably believes to be issued by or authorized by the Customer, and to indemnify the company for all liabilities, debts, obligations, losses,

damages, penalties, legal actions, lawsuits, judgments, costs, fees, and expenses arising from or related to any transaction or actions taken by the Company or its representatives and agents based on or pursuant to any such instruction.

8. 單一協議

Entire agreement

本協議及與每項交易有關的確認書須構成客戶與本公司之間的單一協議。本協議的附件構成本協議不可分割的一部分。如果存有相互衝突,概依次以確認書、任何相關附表及最後以本協議為準。

This agreement, along with the confirmation document relating to each transaction, constitutes the entire agreement between the Customer and the Company. Any attachments to this agreement are an integral part thereof. In the event of any inconsistency, the confirmation document, any relevant schedules, and finally this agreement itself shall prevail in that order.

9. 作為主人行事及權利轉讓

Acting as principal and transfer of rights

(a) 本公司僅作為主人訂立交易,及本公司可轉讓其於本協議下的任何權利,而無須取得客戶的同意。
The Company enters into the transaction only as principal and the Company may assign any of its rights under this Agreement without obtaining the Customer's consent.

(b) 客戶保證,客戶僅作為主人(而不是作為經紀、受託人或代理人)訂立本協議以及訂立所有交易。本協議及每項交易僅屬客戶個人所有,未經本公司事先書面同意,客戶不得(不論絕對地,藉抵押或其他方式)轉讓本協議和每項交易,亦不准許就此產生任何第三方權益。
The Customer warrants that the Customer is entering into this Agreement and all transactions solely as principal (and not as broker, trustee or agent). This Agreement and each transaction are personal to the Customer and the Customer may not assign this Agreement and each transaction (whether absolutely, by way of security or otherwise) or permit any third party interest to be created in connection therewith without the Company's prior written consent.

10. 違約

Breach of contract

如發生違約事件,在不損害本公司根據本協議或普通法或其他方式享有的任何其他權利的情況下,不論有否向客戶發出事先通知,本公司有權在任何該時間或此後的任何時間無須承擔責任就與客戶訂立的任何交易交付任何貴金屬,或發放記入客戶任何賬戶貸項的任何貴金屬、抵押或現金(在上述情況下均不論已分配或未分配),或向客戶支付任何款項,而本公司亦有權享有本協議載列的所有補償,包括但不限於:

In case of an Event of Default, without prejudice to any other rights of the Company under this Agreement or at common law or otherwise, the Company shall be entitled at any time or thereafter to deliver any precious metals in respect of any transaction entered into with the Customer, or to release any precious metals, security or cash (in each case whether allocated or unallocated) standing to the credit of any account of the Customer, or to pay any amount to the Customer, whether or not prior notice has been given to the Customer, and the Company shall also be entitled to all remedies set out in this Agreement, including but not limited as follows:

(a) 在不損害本公司可作出或行使的任何其他申索或權利的情況下,本公司有權無須通知客戶而終止與客戶訂立及當時所有或任何未平倉合約及/或未清償賬項,而任何貸予客戶的本金或金屬,連同其任何利息,須立即到期應付,而本公司可全權酌情行使第本協議項下列出的任何權利,亦無責任交付任何合約規定的任何金屬(不論已分配或未分配亦然),或發放記入客戶任何賬戶貸項的任何金屬、抵押或現金,或向客戶支付任何款項;
Without prejudice to any other claim or right which the Company may make or exercise, the Company shall be entitled to terminate all or any open positions and/or outstanding accounts with the Customer without notice and any principal or metals lent to the Customer together with any interest thereon shall become immediately due and payable and the Company may at its absolute discretion exercise any of its rights under this Agreement and shall not be obliged to deliver any metals (whether allocated or unallocated) under any contract or to release any metals, security or cash standing to the credit of any account of the Customer or to make any payment to the Customer;

(b) 本公司有權在無須通知客戶的情況下,作平倉處理:-

The Company reserves the right to close out any position without notifying the Customer: -

(i) 將客戶賬戶內所有或任何金屬的未平長倉或短倉及/或與本公司訂立的任何未履行合約平倉,即

使尚未到達為所有或任何如此平倉的合約所定的履行日期亦然;及/或
close out all or any open long or short positions in the Customer's account in respect of any metal and/or any outstanding contracts with the Company, even if the execution date fixed for all or any of the contracts so closed has not yet arrived; and/or

- (ii) 客戶在本公司開立的任何賬戶貸項或借項所記任何金屬(不論已分配或未分配亦然)的全部或部分發票平倉;及/或
the full or partial invoice closing of any metal (whether allocated or unallocated) credited or debited to any account held by the Customer with the Company; and/or
- (iii) 將客戶在本公司開立的任何賬戶貸項所記任何金屬(不論已分配或未分配亦然)或本公司持有的任何抵押本公司或任何第三方予以平倉。
close out any metal (whether allocated or unallocated) standing to the credit of any account held by the Customer with the Company or any third party or any security held by the Company.

- (c) 本協議賦予本公司的權利及權力,均附加於及並不損害憑藉任何其他抵押或法律規則或衡平法給予本公司的任何其他權利、權力及補償。客戶進一步同意,本公司應獲賦予相等於銀行留置權的留置權利,而對於本公司現時或此後管有或保管(不論作穩妥看管或其他目的)的客戶所有財產或證券,本公司亦可行使有關留置權或留置權利。

The rights and powers conferred on the Company by this Agreement shall be in addition to and without prejudice to any other rights, powers and remedies which the Company may have by virtue of any other security or at law or in equity. The Customer further agrees that the Company shall be entitled to a lien equivalent to a banker's lien and that the Company may exercise such lien or right of lien on all property or securities of the Customer which the Company now or hereafter possesses or has in its custody (whether for safekeeping or otherwise).

- (d) 在不損害本公司任何其他權利的情況下:

Without prejudice to any other right which the Company:

- (i) 在本公司行使其於本協議下的權利而將客戶在本公司開立的賬戶內所有或任何未平長倉或短倉平倉時,將由本公司與客戶訂立足以將所述未平長倉或短倉平倉的金屬數量的對沖合約(為此目的,客戶不可撤銷地委任本公司為其代理人),藉以進行有關平倉。

In the event that the Company exercises its rights under this Agreement to close out all or any of the Customer's open long or short positions in the Customer's account with the Company, such closing out will be effected by entering into a hedging contract between the Company and the Customer for the quantity of metals to be used to close out such open long or short positions (for which purpose the Customer irrevocably appoints the Company as its agent).

- (ii) 倘已平倉合約及對銷合約涉及香港金及/或本地香港銀及/或香港公斤條黃金,則根據該等合約應付的金額須以港元表示或換算成港元;如合約涉及人民幣公斤條黃金,則應付金額應以人民幣表示或換算成人民幣;如合約涉及本地倫敦金及/或本地倫敦銀、倫敦金和倫敦銀,則應付金額以美元表示或換算成美元。

If the closed positions and offsetting contracts involve Hong Kong gold and/or local Hong Kong silver and/or Hong Kong kilobar gold, the amounts payable under such contracts shall be expressed in or converted into Hong Kong Dollars; if the contracts involve Renminbi kilobar gold, the amounts payable shall be expressed in or converted into Renminbi; if the contracts involve Loco London Gold and/or local London Silver, London Gold and London Silver, the amounts payable shall be expressed in or converted into US Dollars.

- (iii) 所訂立對沖合約的價格,須由本公司自行判斷決定,並可酌情決定以平倉合約相同的貨幣表示。
The price of any hedging contract entered into shall be determined by the Company at its sole discretion and may be expressed in the same currency as the closing contract at its discretion.

- (iv) 本公司可全權酌情決定按單一或集體方式將有關合約平倉。
The Company may, at its sole discretion, decide to close out the relevant contracts individually or collectively.

- (e) 若本公司行使其於本協議下的權利發出以客戶名義記錄(不論記入客戶借項或貸項)的任何金屬(不論已分配或未分配,包括首期保證金及最低保證金)的發票,則須按以下方式執行:

If the Company exercises its rights under this Agreement to invoice for any Metal (whether allocated or

unallocated and including Initial Margin and Minimum Margin) recorded in the name of the Customer (whether debited or credited to the Customer), it shall do so as follows:

- (i) 開出發票時,交付相關金屬數額的債務,應折合成元幣(港元、美元或人民幣,視何者適用而定)債務。
When invoicing, the obligation to deliver the relevant amount of metal shall be converted into an obligation in Dollars/currency (Hong Kong Dollars, US Dollars or Renminbi, as applicable).
- (ii) 有關元幣(港元、美元或人民幣,視何者適用而定)債務,須由本公司參照開還發票時金屬的市價計算,而且該計算不可推翻且對客戶有約束力。
The Company shall calculate the relevant Dollars/currency (Hong Kong Dollars, US Dollars or Renminbi, as applicable) of debt by reference to the market price of the metal at the time of invoicing and such calculation shall be final and binding on the Customer.
- (iii) 有關元幣債務須由本公司向客戶(如不抵觸本協議規定的本公司權利)或由客戶向本公司(視乎情況而定)即時支付。
The relevant currency debt shall be payable immediately by the Company to the Customer (subject to the Company's rights under this Agreement) or by the Customer to the Company (as the case may be).
- (f) 在本公司行使於本協議下的權利,賣出或買入記入客戶任何賬戶貸項的金屬(不論已分配或未分配亦然)或本公司持有作為任何合約首期保證金或最低保證金的任何抵押時,本公司有權按其自行判斷及絕對酌情決定的價格賣出或買入所述金屬或抵押,並按當時通行匯率,將賣出或買入項目所變現的任何貨幣換算成為元幣(港元、美元或人民幣,視何者適用而定),以及根據本協議使用所得收益。
In the event that the Company exercises its rights under this Agreement to sell or buy metals (whether allocated or unallocated) standing to the credit of any account of the Customer or any security deposit held by the Company as initial margin or minimum margin on any contract, the Company shall be entitled to sell or buy the metals or security at such price as it may determine in its sole determination and absolute discretion and to convert any currency realised from such sale or purchase into Dollars/currency (Hong Kong Dollars, US Dollars or Renminbi, as applicable) at the then prevailing exchange rate and to use the proceeds in accordance with this Agreement.
- (g) 本協議的任何暫停或終止(不論根據本條規定或因任何其他原因)不得損害本公司就客戶於有關暫停或終止之前在本協議下招致的任何債務針對客戶享有的權利,亦不得損害本協議的任何條文,包括但不限於客戶作出的彌償保證,而有關條文在有關暫停或終止之時或之後生效或繼續有效。
Any suspension or termination of this Agreement (whether under this clause or for any other reason) shall be without prejudice to the Company's rights against the Customer in respect of any liabilities incurred by the Customer under this Agreement prior to such suspension or termination, nor shall it prejudice any provision of this Agreement, including but not limited to any indemnity given by the Customer, which is in force or continues in force at or after such suspension or termination.

11. 陳述、保證及承諾

Representations, warranties and commitments

- (a) 客戶陳述及保證,其已閱讀本協議條款及風險披露聲明,完全明白及接受有關條款和條文,以及擁有足夠的貴金屬和相關交易經驗、專業知識和資源,以遵守有關條款和條文。
The Customer represents and warrants that the Customer has read the terms of this Agreement and the Risk Disclosure Statement, fully understands and accepts the relevant terms and conditions, and has sufficient precious metals and related trading experience, expertise and resources to comply with the relevant terms and conditions.
- (b) 客戶陳述及保證,客戶或其代表就本協議不時向本公司提供的所有資料,均為且須為準確和全面的資料。
The Customer represents and warrants that all information provided by or on behalf of the Customer to the Company from time to time in connection with this Agreement is and shall be accurate and complete.
- (c) 若本協議中提供的資料有任何重大變更,客戶特此承諾通知本公司且本公司承諾通知客戶。
The Customer hereby undertakes to notify the Company and the Company undertakes to notify the Customer if there are any material changes to the information provided in this Agreement.
- (d) 若獲授權人士的地址及其任何委任或撤銷委任有任何變更,客戶特此承諾會立即通知本公司。
The Customer hereby undertakes to notify the Company immediately of any change in the address of the

Authorized Person and any appointment or revocation of appointment.

- (e) 客戶陳述及保證,其具有所需能力訂立和履行本協議(包括授予本協議設定的抵押權益),其擁有所有適用許可和批准以訂立和履行本協議,以及(如適用)獲委為授權根據其章程文件訂立和履行本協議。
The Customer represents and warrants that it has the necessary capacity to enter into and perform this Agreement (including to grant the security interest created by this Agreement), that it has all applicable licenses and approvals to enter into and perform this Agreement, and (if applicable) is authorized to enter into and perform this Agreement in accordance with its constitutional documents.
- (f) 客戶陳述及保證,並無與客戶或任何適用抵押提供者有關的任何違約事件或潛在違約事件已經發生及正在持續。
The Customer represents and warrants that no event of default or potential event of default has occurred or is continuing with respect to the Customer or any applicable security provider.
- (g) 客戶陳述及保證,客戶是轉移予本公司的所有資產的唯一實益擁有人,且不存在和不帶有任何其他人士的任何抵押或其他權益。客戶陳述及保證,上述陳述及保證在其訂立任何交易之日均屬真實及準確。
The Customer represents and warrants that the Customer is the sole beneficial owner of all assets transferred to the Company, free and clear of any security or other interest of any other person. The Customer represents and warrants that the foregoing representations and warranties are true and accurate as of the date on which the Customer enters into any transaction.
- (h) 本公司和客戶各自陳述及保證,完全遵守香港黃金交易所關於黃金和其他貴金屬的適用法律、規則和法規,並將在本協議有效期內繼續遵守等指引。
The Company and the Customer represent and warrant that they have respectively fully complied with the applicable laws, rules and regulations of the Hong Kong Gold Exchange regarding gold and other precious metals and will continue to do so during the term of this Agreement.
- (i) 此外,本公司和客戶各自陳述及保證,他們須遵守就貴金屬和相關交易不時頒發的所有其他國際監管規則。
In addition, the Company and the Customer represent and warrant that they shall respectively comply with all other international regulatory rules issued from time to time in relation to precious metals and related transactions.
- (j) 客戶明白,若任何相關監管機構採取行動導致本公司進行未平倉合約的能力遭到任何削減或限制,客戶可能會受到影響,在該情況下,客戶可能被要求減少其當時的所有或任何未平倉合約,且本公司有權為遵守任何相關監管機構的要求將所有或任何未平倉合約平倉。
The Customer understands that if any action taken by any relevant regulatory body results in any reduction or restriction in the Company's ability to carry out its open positions, the Customer may be affected and, in such event, the Customer may be required to reduce all or any of its then open positions and the Company shall have the right to close out all or any of its open positions in order to comply with any requirement of any relevant regulatory authority.

12. 法律責任的免除

Exemption from legal liability

本公司概不就客戶因下述原因招致的任何損失或開支承擔任何種類的責任或法律責任:

The Company assumes no responsibility or liability of any kind for any loss or expense incurred by the Customer as a result of:

- (i) 因超出本公司控制範圍的原因(包括但不限於未能獲得貴金屬或外幣)導致匯款延遲或未能匯款;或 delay or failure of remittance due to reasons beyond the control of the Company (including but not limited to failure to obtain precious metals or foreign currency); or
- (ii) 由於超出本公司控制範圍的情況導致本公司未能從客戶處獲得指令;或 the Company is unable to obtain instructions from the Customer due to circumstances beyond the Company's control; or
- (iii) 由於超出本公司控制範圍的原因導致本公司在任何程度上未能(不論全部抑或部分)從速執行向其作出的指示或處理業務,或將任何未平倉合約平倉,或以本協議預期的方式經營。該等超出本公司控制範圍的原因包括但不限於:
The Company is unable to execute instructions given to it or process business promptly, or to close out any

open positions, or to operate in the manner contemplated by this Agreement to any extent (whether in whole or in part) due to reasons beyond the Company's control. Such reasons beyond the Company's control including but not limited to:

外匯管制或其他政府限制、不利市況或市場干擾、交易所或市場推行規則或暫停交易、任何不可抗力事件、戰爭暴亂、民眾騷亂、傳訊、通訊或電腦設備損壞或故障、郵政或其他罷工或類似工業行動、交易所、市場或結算所中斷、任何人士或當事方未能履行因本協議條款適用的任何交易而產生的任何義務,或任何有關當事方或人士的任何行為或失責;或

exchange controls or other government restrictions, adverse market conditions or market disruptions, the imposition of rules or suspension of trading by an exchange or market, any force majeure event, war, riot, civil commotion, damage to or failure of messaging, telecommunications or computer equipment, postal or other strikes or similar industrial action, disruption of an exchange, market or clearing house, the failure of any person or party to perform any obligation arising out of any transaction to which the terms of this Agreement apply, or any act or default of any relevant party or person; or

- (iv) 為免存誤,本公司概不會就因為本公司在有權行使其將任何交易平倉的權利時未行使或者延遲行使有關權利而導致或與之有關的任何損失或其他後果承擔責任。

For the avoidance of doubt, the Company shall not be liable for any losses or other consequences arising from or in connection with the Company's failure to exercise or delay in exercising its right to close out any transaction when it is entitled to do so.

13. 概無放棄

No waiver

本公司未能或延遲行使本協議下的任何權力、權利或補償,並不當作放棄有關權力、權利或補償;本公司單項或局部行使任何有關權力、權利或補償,並不妨礙有關權力、權利或補償的任何其他或進一步行使,亦不妨礙行使任何其他權力、權利或補償。本協議所載權利及補償可予累積,並不排除法律或其他規例提供的任何其他權利或補償。The Company's failure or delay in exercising any power, right, or remedy under this Agreement shall not operate as a waiver of such power, right, or remedy; and any single or partial exercise of any such power, right, or remedy by the Company shall not preclude any other or further exercise of such power, right, or remedy, nor shall it preclude the exercise of any other power, right, or remedy. The rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or other regulations.

14. 不合法及可分割性

Illegality and severability

若根據任何適用司法管轄區的法律,本協議所載的任何一項或多項條文在任何方面被裁定無效、非法或不可強制執行,餘下條文在有關司法管轄區法律下的有效性、合法性和可強制執行性,均不會因此在任何方面受到影響或損害。If any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any applicable jurisdiction, the validity, legality and enforceability of the remaining provisions under the laws of such jurisdiction shall not be affected or impaired in any way.

15. 終止

Termination

儘管本協議有任何其他條文的規定,若自最後一筆交易的日期計三個月內沒有任何交易,則本公司有權終止本協議。Notwithstanding any other provisions of this Agreement, the Company shall have the right to terminate this Agreement if there is no transaction within three months from the date of the last transaction.

16. 雜項

Miscellaneous

- (a) 本公司有權不時訂明客戶就本協議或根據本協議進行的任何交易而應支付的費用和收費。本公司將向客戶提供不時應支付的費用和收費詳情。客戶已支付的任何費用和收費不予退還。

The Company reserves the right from time to time to prescribe the fees and charges payable by the Customer in connection with this Agreement or any transaction entered into under it. The Company will provide the Customer with details of the fees and charges payable from time to time. Any fees and charges paid by the Customer are non-refundable.

- (b) 對於本公司因為本協議、根據本協議進行的任何交易或本公司行使與該等交易有關的權力和權利而招致且

金額合理的所有成本和開支(包括但不限於所有實際開支和法律費用),客戶將按完全彌償基準應要求向本公司作出償付。

The Customer will reimburse the Company on demand on a full indemnity basis for all reasonable costs and expenses (including, without limitation, all actual expenses and legal fees) incurred by the Company in connection with this Agreement, any transactions conducted under this Agreement or the exercise of the Company's powers and rights in connection with such transactions.

(c) 本公司可與集團公司的其他公司或其他第三方攤分費用和收費,或者就交易向他們收取報酬。本公司將應要求向客戶提供任何攤分或報酬安排之詳情。

The Company may share fees and charges with other companies in the group or other third parties, or receive remuneration from them in connection with transactions. The Company will provide details of any sharing or remuneration arrangements to the Customer on request.

(d) 除非且直至確立相反證明,否則就以下方面而言,本公司的獲正式授權高級人員簽署的證明書對客戶而言須屬最終、具約束力及不可推翻的證據:

Unless and until the contrary is proved, a certificate signed by a duly authorized officer of the Company shall be final, binding and conclusive evidence as to the Customer of:

(i) 負債或其任何部分;或
the Liabilities or any part thereof; or

(ii) 汇率;或
exchange rate; or

(iii) 就本協議而言應支付或適用的費用、收費、成本、開支和餘額的金額;或
the amount of fees, charges, costs, expenses and balances payable or applicable in connection with this Agreement; or

(iv) 與本協議有關的其他金額、費率或事宜。
any other amounts, rates or matters relating to this Agreement.

(e) 本公司有權按照其一般商業慣例和程序行事,並且只有在本公司全權認為執行任何指令切實可行及合理時,公司才會接受該等指令。

The Company reserves the right to act in accordance with its normal business practices and procedures and shall only accept any instructions if the Company, in its sole discretion, considers it practicable and reasonable to execute such instructions.

(f) 本公司可(且客戶特此明確授權本公司)維持由本公司運作的電子錄音系統,以將藉電話發出的所有口頭指令進行錄音。客戶明確同意,若在任何時候因為有關口頭指令的內容產生任何爭議,則就有關口頭指令的內容準確性和性質而言,該錄音或錄音謄本(經本公司高級人員證明為真實謄本)為不可推翻的證據,除非且直至確立相反證明。

The Company may (and the Customer hereby expressly authorizes the Company to) maintain an electronic recording system operated by the Company for the purpose of recording all oral instructions given by telephone. The Customer expressly agrees that if at any time any dispute arises as to the contents of such oral instructions, such recording or a transcript thereof (certified as a true transcript by an officer of the Company) shall be conclusive evidence as to the accuracy and nature of the contents of such oral instructions unless and until the contrary is proved.

(g) 若本協議與本公司管限客戶就本協議(業務條款除外)而言在本公司維持的賬戶的任何其他協議、規則和規例有任何不一致之處,須以本協議為準。

In the event of any inconsistency between this Agreement and any other agreements, rules and regulations of the Company governing the Customer's account maintained with the Company for the purpose of this Agreement (other than the Terms of Business), this Agreement shall prevail.

(h) 若客戶包含一名以上人士,則客戶在本協議下的責任應為有關人士的共同及各別責任,以及若就該等人士中的任何一名人士發生任何違約事件,則被視為就客戶發生該等違約事件。

If the Customer consists of more than one person, the Liabilities of the Customer under this Agreement shall be the joint and several liabilities of such persons and any event of default occurring in respect of any one of such persons shall be deemed to have occurred in respect of the Customer.

- (i) 客戶明白,就根據本協議開展的任何交易而言,本公司可透過訂立其他交易對其持倉進行對沖或配對,且在任何程度上可能是客戶交易的反向操作。
The Customer understands that in respect of any transaction entered into under this Agreement, the Company may hedge or match its position by entering into other transactions which may, to any extent, be the opposite of the Customer's transaction.
- (j) 本公司明確聲明,其僱員或代表不會承擔對客戶賬戶作全權委託管理。
The Company expressly states that none of its employees or representatives undertakes to exercise discretionary management over the Customer's account.
- (k) 本公司可更改客戶不時就本協議和交易應支付的任何適用賬戶利息、費用和收費。若客戶繼續就本協議維持任何賬戶,或者若在更改的生效日期後依然有任何負債未予償還,則任何更改須對客戶有約束力。
The Company may change any applicable account interest, fees and charges payable by the Customer from time to time in connection with this Agreement and transactions. Any change shall be binding on the Customer if the Customer continues to maintain any account in connection with this Agreement or if any debt remains outstanding after the effective date of the change.
- (l) 本公司可委任任何人士擔任其代理人,以收取任何或所有負債,而客戶須承擔本公司在各種情況下就有關目的而合理招致且金額合理的所有費用和開支。
The Company may appoint any person as its agent to collect any or all liabilities and the Customer shall be liable for all costs and expenses reasonably incurred by the Company and in such amounts as are reasonable in all the circumstances for that purpose.
- (m) 客戶不可撤銷地授權本公司就負債向任何擔保人及/或第三方抵押提供者提供下述資料和文件:
The Customer irrevocably authorizes the Company to provide the following information and documents to any guarantor and/or third party security provider in respect of the Liabilities:
 - (i) 本協議之副本;
a copy of this Agreement;
 - (ii) 發送予客戶的任何正式付款要求(如有)之副本;及
a copy of any formal payment request (if any) sent to the Customer; and
 - (iii) 在擔保人或第三方抵押提供者要求時,本公司向客戶發出的用於進行交易的各個賬戶的最新結單之副本。
upon request by the guarantor or third party security provider, a copy of the latest statement of account issued by the Company to the Customer for each account used to carry out the transaction.
- (n) 若在任何時候,根據本協議,一種貨幣必須換算成另一種貨幣,則適用匯率須為本公司當時的通行匯率。
If at any time, under this Agreement, one currency must be converted into another currency, the applicable exchange rate shall be the Company's then prevailing exchange rate.
- (o) 就現貨供應和運輸而言,客戶同意,客戶就材料損失或損害承擔的全部責任將僅限於下述各項的較低者:
For stock supplies and shipping, the Customer agrees that the Customer's total liabilities for loss or damage to materials shall be limited to the lesser of:
 - (i) 就材料已支付的確認金額;或
the confirmed amount paid for the materials; or
 - (ii) 就運輸目的而記錄的材料的總申報價值。
the total declared value of the materials recorded for transportation purposes.
- (p) 儘管本協議載列任何相反情況,在任何情況下,本公司均不會就實際損害、聲譽損害、損失業務機會、損失利潤、利息、律師費用,或者間接、附帶或相應而生的損失或損害承擔任何法律責任。
Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Company be liable for actual damages, reputational damage, loss of business opportunity, lost profits, interest, attorneys' fees, or indirect, incidental or consequential loss or damage.
- (q) 客戶同意,本公司無須就天災或發生超出本公司控制範圍的任何突發事件(包括但不限於颶風、水災、戰爭

行為、恐怖主義、公民不服從、政府行為、運輸故障或延誤或者第三方行為)導致的任何延遲或不履行承擔任何法律責任。

The Customer agrees that the Company shall not be liable for any delay or non-performance caused by acts of god or any other event beyond the control of the Company (including but not limited to hurricanes, floods, acts of war, terrorism, civil disobedience, governmental action, transportation failures or delays, or actions of third parties).

(q) 真誠行為免責:

Good faith exemption:

若在計算就特定交易提供予客戶的價格及/或付款的過程中發生印刷上、數學上及/或其他錯誤,客戶同意採取本公司要求的所有措施,以確保糾正錯誤。此外,客戶同意就因有關錯誤引起的所有損害或法律責任向本公司作出彌償並使本公司免受損害。

If typographical, mathematical, and/or other errors occur in the calculation of the price and/or payment offered to the Customer for a particular transaction, the Customer agrees to take all steps required by the Company to ensure that the error is corrected. Furthermore, the Customer agrees to indemnify and hold the Company harmless from all damages or liabilities arising from such errors.

17. 法律及司法管轄權

Law and jurisdiction

(a) 本協議須受香港法律管轄並據其解釋。

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

(b) 客戶特此:

The Customer hereby:

(i) 為使本公司受益,同意香港法院對本協議下的任何申索或爭議擁有非專屬司法管轄權,但若本公司在客戶現在或以後持有資產所在的任何地方提起法律程序則不在此限。

for the benefit of the Company, agrees that the Hong Kong courts shall have non-exclusive jurisdiction over any claim or dispute arising under this Agreement, except where the Company brings proceedings in any place where the Customer now or hereafter holds assets.

(ii) 不可撤銷地委任詳細資料載於下方的人士為其在香港的法律程序文件代理人。若未以此方式指派任何人士或有關委任不再有效,則本公司作為客戶的代理人特此獲授權代表客戶委任有關法律程序文件代理人,並由客戶承擔費用。向有關法律程序文件代理人送達任何法律程序文件須構成送達予客戶。

irrevocably appoints the person whose details are set out below as its process agent in Hong Kong. If no person is so appointed or such appointment ceases to be valid, the Company, as agent for the Customer, is hereby authorized to appoint such process agent on the Customer's behalf at the Customer's expenses. Service of any process on such process agent shall constitute service on the Customer.

姓名

Name

地址

Address

(iii) 放棄以審判地、法院不方便為理由或類似理由提出任何異議;及

waives any objection based on venue, Forum Non Conveniens, or similar grounds; and

(iv) 同意藉郵寄至其上述地址或今後不時書面通知本公司及本公司收悉的地址,送達法律程序文件(包括任何令狀、判決書或其他通知)。

consents to service of process (including any writ, judgment or other notice) by post to the address aforesaid or such other address as may be notified to the Company in writing from time to time.

(c) 除非本協議另有規定,否則非屬本協議訂約方的人士無權強制執行本協議的任何條款。

Unless otherwise provided in this Agreement, a person who is not a party to this Agreement shall have no

rights to enforce any term of this Agreement.

本協議雙方已於首開日期簽立本協議,特此為證。

In witness whereof the parties hereto have executed this Agreement on the date first above written.

代表本公司(天成國際貴金屬有限公司)簽署: Signed for and on behalf of the Company (Tin Shing International Precious Metals Limited): _____ 獲授權簽字 Authorized signature(s)	獲授權簽字人之姓名: Name of authorized signatory: _____ 獲授權簽字人之職銜: Title of authorized signatory: _____ 日期: Date: _____
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代表客戶(Signed for and on behalf of the Customer (): _____ 獲授權簽字 Authorized signature(s)	獲授權簽字人之姓名: Name of authorized signatory: _____ 獲授權簽字人之職銜: Title of authorized signatory: _____ 日期: Date: _____
個人客戶簽署: Signed by individual Customer: _____	姓名: Name: _____ 日期: Date: _____

客 戶 交 易 規 劍
Customer Trading Rules

此等規則應與客戶協議一併閱讀,且受客戶協議的條款與細則規限。

These Rules should be read in conjunction with the Customer Agreement and are subject to the terms and conditions of the Customer Agreement.

(1) 買賣貴金屬和進行相關交易

Sale and purchase of precious metals and related transactions

客戶可為買賣貴金屬和進行相關交易與本公司訂立交易,每筆交易均受客戶協議提述的有關交易的確認書中載列之條款與細則所規限。

The Customer may enter into transactions with the Company for the sale and purchase of precious metals and the related transactions, each of which is subject to the terms and conditions as set out in the confirmation of the relevant transaction as referred to in the Customer Agreement.

(2) 即使客戶已履行其在客戶協議下的義務,本公司仍可全權酌情決定接受或拒絕客戶就交易發出的指令,且本公司概無義務訂立任何交易。

Notwithstanding the Customer has fulfilled its obligations under the Customer Agreement, the Company may at its sole discretion accept or reject the Customer's instructions for transactions and the Company is not obliged to enter into any transactions.

(3) 所提供的所有價格、匯率和利率、溢價或折扣僅供參考或僅為提供資料,除非本公司當時向客戶明確表示,本公司向客戶報出的任何價格、利率或溢價/折扣均為本公司準備訂立交易所依據的實際交易價格、匯率或利率或溢價/折扣,則另作別論。本公司並無任何義務以有關價格、利率或溢價/折扣訂立交易。

All prices, exchange rates, interest rates, premiums or discounts provided are for reference or information purposes only. Unless the Company expressly states to the Customer at the time that any price, interest rate or premium/discount as quoted by the Company to the Customer is the actual transaction price, exchange rate or interest rate or premium/discount on which the Company intends to enter into a transaction, the Company is not obliged to enter into a transaction at such price, interest rate or premium/discount.

(4) 客戶可就本公司可能指明須簽立相關文件的交易,向本公司發出指令。除非客戶以令本公司滿意的方式提供而且本公司確認收到有關指令,否則本公司不會視為已收到此等指令。

The Customer may give the Company instructions for transactions for which the Company may specify that relevant documents must be executed. The Company will not be deemed to have received such instructions unless the Customer provides the same in a manner satisfactory to the Company and the Company confirms receipt of such instructions.

(5) 客戶就交易作出的任何指令一經發出即為不可撤銷,除非本公司已就相反情況提供事先書面同意。本公司有權真誠地相信任何有關指令(不論以何種方式發出)均來自客戶,不論有關指令是否由客戶親自或經客戶授權發出),及即使任何有關指令條款有任何錯誤或誤解或不夠清晰亦然。客戶同意受本公司真誠地相信由客戶或經客戶授權發出的所有指令約束,以及就因任何交易或者本公司或其聯絡人和代理人根據或依據任何有關指令採取的行動而產生或與之有關的所有負債、債務、責任、損失、損害、處罰、法律行動、訴訟、判決、成本、收費和開支,向本公司作出彌償。此彌償的利益由本公司為自身及代表其聯絡人和代理人持有。

Any instructions given by the Customer for a transaction are irrevocable once sent, unless the Company has provided prior written consent to the contrary. The Company is entitled to believe in good faith that any such instructions (regardless of how they are given) originate from the Customer, regardless of whether such instructions are given by the Customer personally or with the Customer's authorization, and notwithstanding any error, misunderstanding, or lack of clarity in the terms of any such instructions. The Customer agrees to be bound by all instructions that the Company believes in good faith to be given by the Customer or with the Customer's authorization, and to indemnify the Company against all liabilities, debts, liabilities, losses, damages, penalties, actions, proceedings, judgments, costs, charges, and expenses arising out of or in connection with any transaction or any action taken by the Company or its associates and agents pursuant to or in reliance upon any such instructions. This indemnity is held for the benefit of the Company for itself and on behalf of its associates and agents.

(6) 本公司須在完成交易後一個營業日內:

The Company shall within one business day after completion of the transactions:

- (a) 藉郵寄及/或傳真、電郵或其他電子方式向客戶發送交易的書面確認書。
send written confirmation(s) of the transactions to the Customer by post and/or fax, email or other electronic means.
 - (b) 此外,本公司將按本公司和客戶相互可接受的定期間隔向客戶提供結單,但條件是任何有關議定的間隔至少為每月一次。
In addition, the Company shall provide statements to the Customer at regular intervals as mutually acceptable to the Company and the Customer, provided that any such agreed interval shall be at least once a month.
 - (c) 任何書面確認書或結單均為不可推翻,且被視為獲客戶接受,除非在有關確認書或結單藉郵寄、傳真、電郵或其他電子方式傳送予客戶後兩個營業日(若為確認書)和五個營業日(若為結單)內,客戶提交書面反對書,則另作別論。本公司的記錄在所有方面均為不可推翻,除非且直至確立相反證明。Any written confirmation or statement shall be conclusive and deemed to be accepted by the Customer unless the Customer objects in writing within two business days (in the case of a confirmation) and five business days (in the case of a statement) after the relevant confirmation or statement is sent to the Customer by post, fax, email or other electronic means. The Company's records shall be conclusive in all respects unless and until the contrary is proved.
- (7) 客戶可委任獲授權人士代表其行事,以及授權和指示本公司按照客戶或獲授權人士就買賣交易發出的指令行事。在進行有關買賣交易時,客戶將向本公司發出並確保獲授權人士向本公司發出清晰指令,而且此等指令必須與指示性價格或費率請求作出明顯區分。
The Customer may appoint an authorized person to act on behalf thereof and authorize and instruct the Company to act in accordance with the instructions given by the Customer or the authorized person in relation to any sale or purchase transaction. When carrying out such sale or purchase or sale transactions, the Customer shall give the Company, and ensure that the authorized person gives the Company, clear instructions, which must be clearly distinguishable from indicative price or rate requests.
- (8) 交易及結算
Transaction and settlement
- (a) 除非本公司另有指明,否則客戶僅可以即期方式與本公司訂立交易。
Unless otherwise specified by the Company, the Customer may only enter into transactions with the Company on a spot basis.
 - (b) 本公司可同意與客戶按實物交付基礎訂立任何交易。在該情況下,本公司與客戶將議定交易條款,包括但不限於將要交付的貴金屬數量、價格、品質和形式,以及相關的交付日期、地點和方式。
The Company may agree to enter into any transaction with the Customer on a physical delivery basis. In such event, the Company and the Customer will agree on the terms of the transaction, including but not limited to the quantity, price, quality and form of the precious metals to be delivered, as well as the relevant delivery date, location and method.
 - (c) 除第(8)(b)條規定者外,可能無須根據交易實際交付貴金屬。客戶須在每筆交易的估值日前一個營業日的香港時間下午1時之前發出指令,以:
Except as provided in Clause (8)(b), an actual delivery of the precious metals may not be required under a transaction. The Customer must place the instructions before 1:00 p.m. Hong Kong Time on the business day preceding the Valuation Date for each transaction by:
 - (i) 透過相應的付款和貴金屬交付來結算交易,從而將該交易平倉;或
settling the transaction by making the corresponding payment and delivery of precious metals, thereby closing that transaction; or
 - (ii) 透過按客戶與本公司議定的該等條款,以新債務替代該交易下到期債務將該交易轉倉;或
rollover the transaction by replacing the debt due under the transaction with a new debt according to the terms agreed between the customer and the Company; or
 - (iii) 以客戶在本公司持有的貴金屬和貨幣,將交易結算至相關賬戶。
settling the relevant accounts by using the precious metals and currencies as held by the Customer in the Company.

- (d) 若客戶未發出任何指令,本公司可全權酌情:
 If the Customer does not give any instructions, the Company may, at its sole discretion:
- (i) 按照本公司可能訂明的條款將相關交易平倉或轉倉,並相應地記入各自賬戶餘額的貸項或借項;
 close out or rollover the relevant transactions in accordance with the terms that the Company may prescribe and credit or debit the respective account balances accordingly;
 - (ii) 視作客戶在緊接該交易的估值日之前已就相關交易執行平倉交易;或
 deem the Customer has executed a closing transaction in respect of the relevant transaction immediately before the Valuation Date of that transaction; or
 - (iii) 以本公司全權酌情認為合適的任何方式處理相關交易。
 process the relevant transaction in any manner the Company deems appropriate in its sole discretion.
- (e) 於平倉交易的估值日,因平倉交易而變現的利潤或損失須被記入相關賬戶餘額的貸項或借項。平倉交易須隨即就本協議而言被視為平倉合約。
 On the Valuation Date for a closing transaction, the profit or loss realized as a result of the closing transaction shall be credited or debited to the relevant Account Balance. The closing transaction shall thereupon be deemed to be a closed position for the purposes of this Agreement.
- (f) 本公司將在任何交易平倉、轉倉或抵銷後一個營業日內,藉郵寄、傳真、電郵或其他雙方相互可接受的電子方式,向客戶發送平倉交易或轉倉交易的書面確認書。
 The Company will send the Customer a written confirmation of any closing, rollover or offsetting transaction by post, fax, email or other mutually acceptable electronic means within one business day after the closing, rollover or offsetting transaction.
- (9) 客戶作出的付款
 Payments made by the Customers
- (a) 根據或依據客戶協議和此等規則將由客戶作出的所有應付付款,須在議定時間和日期以即時可用資金支付,以及任何付款均不會被記入客戶賬戶的貸項,直至本公司在其銀行賬戶內已收到良好價值的資金。
 All payments payable by the Customer under or pursuant to the Customer Agreement and these Rules shall be paid in immediately available funds at the agreed time and date and no payment shall be credited to the Customer's account until the Company has received funds of good value in its bank account.
 - (b) 根據或依據客戶協議和此等規則將由客戶作出的所有付款,須悉數支付,且不得有任何抵銷、扣減或扣留。若在法律上,客戶無能力在不作出扣減或扣留的情況下支付任何付款,則客戶須立即向本公司支付有關額外金額,以使本公司收到和保留的淨額將等於本公司預期在未作出任何有關扣減或扣留時收到的資金全額。
 All payments to be made by the Customer under or pursuant to the Customer Agreement and these Rules shall be paid in full without any set-off, deduction or withholding. If the Customer is legally unable to pay any payment without deduction or withholding, the Customer shall immediately pay to the Company such additional amount so that the net amount received and retained by the Company will be equal to the full amount that the Company would have expected to receive had no such deduction or withholding been made.
 - (c) 根據任何判決或任何法院的命令或其他依據,按照客戶協議和該等規則支付予本公司的任何付款,概不得用作解除客戶在本協議下的債務,除非且直至本公司已以有關付款應付的貨幣(在本協議中被稱為「債務貨幣」)全數收取付款。若因為匯率換算導致債務貨幣金額低於預期將由本公司收取的金額,則本公司可針對客戶採取單獨和額外的行動,以追討與差額相等的該等款項。
 No payment made to the Company pursuant to any judgment or order of any court or otherwise in accordance with the Customer Agreement and these Rules shall operate to discharge the Customer's obligations under this Agreement unless and until the Company has received payment in full in the currency in which the relevant payment is payable (referred to in this Agreement as the "Debt Currency"). If, as a result of exchange rate conversion, the amount in the Debt Currency is less than the amount expected to be received by the Company, the Company may take separate and additional action against the Client to recover such amount as is equal to the difference.
 - (d) 在不損害本協議項下本公司任何其他權利的前提下,
 Without prejudice to any other rights of the Company under this Agreement,

- (i) 在不損害和附加於本公司在本協議下的所有其他權利及客戶在本協議下的義務和法律責任的原則下,本公司可不時同意與客戶訂立的所有交易須由本公司隨時應要求結算。
Without prejudice to and in addition to all other rights of the Company under this Agreement and the obligations and liabilities of the Customer under this Agreement, the Company may from time to time agree that all transactions entered into with the Customer shall be settled by the Company on demand at any time.
- (ii) 在不損害本公司要求客戶在任何貴金屬交易之前立即結算任何交易的權利的原則下,客戶須在本公司存放本公司決定和要求的款項,及/或以首期按金方式及/或透過簽立本公司決定和要求的抵押文件,向本公司提供本公司決定和要求的抵押。
Without prejudice to the Company's right to require the Customer to settle any transaction immediately before any precious metal transaction, the Customer shall deposit with the Company such amount as the Company may determine and require and/or provide such security to the Company as the Company may determine and require by way of an initial deposit and/or by executing such security documents as the Company may determine and require.
- (iii) 在不損害本公司在本協議下任何權利的原則下,本公司有權隨時要求額外的進一步按金及/或提供抵押。
Without prejudice to any rights of the Company under this Agreement, the Company reserves the right to require additional deposits and/or security at any time.

(10) 費用和收費

Fees and Charges

- (a) 客戶須按本公司就所交易的貴金屬不時收取的一個或多個費率,向本公司支付佣金。
The Customer shall pay to the Company a commission at one or more rates charged by the Company from time to time in respect of the precious metals transactions.
- (b) 客戶須就當天營業結束時,在本公司開立的賬戶中所持有的任何未平倉貴金屬,按本公司不時收取的一個或多個費率,向本公司支付每日保管費。
The Customer shall pay to the Company a daily custody fee for any uncovered precious metals held in the account opened with the Company at the close of business on that day, at one or more rates charged by the Company from time to time.
- (c) 本公司須就當天營業結束時,客戶在本公司開立的賬戶中持有的未平倉貴金屬,按交易所或結算所或本公司釐定的一個或多個費率,支付或收取每日持倉費用及/或溢價。客戶應支付或應收取的該等持有費用或溢價可定額報價或基於貴金屬收市價乘以貴金屬未平倉量,按每日或每年的特定百分比計算報價。
The Company shall pay or charge a daily holding fee and/or premium on the outstanding precious metals held in the Customer's account with the Company at the close of business on that day, at one or more rates determined by the exchange or clearing house or by the Company. Such holding fee or premium payable or chargeable by the Customer may be quoted as a flat amount or as a specified percentage calculated on a daily or annual basis based on the closing price of the precious metals multiplied by the open position quantity of the precious metals.

(11) 密碼

Password

- (a) 本公司可向客戶或每名獲授權人士(如適用)分配一個密碼,以用於雙方間進行若干活動的業務過程中作身份識別用途,例如但不限於客戶使用天成平台。
The Company may assign a password to the Customer or each authorized person (if applicable) for identification purposes in the course of business for certain activities between the parties, such as but not limited to the Customer's use of the Tin Shing Platform.
- (b) 客戶或相關獲授權人士可隨時變更密碼,但任何變更僅在本公司收妥且接受該變更後方為生效。
The Customer or the relevant authorized person may change the password at any time, but any change shall only take effect after the Company has duly received and accepted such a change.
- (c) 客戶和每名獲授權人士須秉誠行事,以合理水平的謹慎及努力將密碼保密。在任何時間和任何情況下,客戶或任何獲授權人士不得向任何其他人士披露密碼。
The Customer and each authorized person shall act in good faith and exercise reasonable care and diligence

to keep the password confidential. The Customer or any authorized person shall not disclose the password to any other person at any time or under any circumstances.

- (d) 客戶不可撤銷地接受,對於客戶密碼意外或未獲授權披露予任何其他人士或任何獲授權人士,客戶須承擔一切相關責任,且完全承受任何未獲授權人士使用任何密碼或將密碼用於未獲授權用途的風險。
The Customer irrevocably accepts that the Customer shall bear all relevant responsibilities for the accidental or unauthorized disclosure of the Customer's password to any other person or any authorized person, and shall bear all risks of any unauthorized person using any password or using the password for unauthorized purposes.
- (e) 經通知或懷疑任何密碼獲披露予任何未獲授權人士或由未獲授權人士獲得或任何未獲授權的指令予以發出時,客戶須在切實可行的範圍內盡快親自或透過本公司可能不時訂明的電話號碼致電通知本公司,而本公司可能要求客戶以書面方式確認所提供的任何詳情。收到有關通知後,本公司將暫停其服務且不再接受進一步的指令,直至本公司向客戶或相關獲授權人士指定一個新密碼。客戶或相關獲授權人士將遵循相關程序並填妥本公司可能為此目的訂明的表格。
Upon notification or suspicion that any password has been disclosed to or obtained by an unauthorized person, or that any unauthorized instruction has been issued, the Customer shall notify the Company as soon as practicable, either in person or by telephone at such telephone number as the Company may specify from time to time. The Company may require the Customer to confirm in writing any details provided. Upon receipt of such notification, the Company will suspend its services and will not accept further instructions until the Company assigns a new password to the Customer or the relevant Authorized Person. The Customer or the relevant Authorized Person will follow the relevant procedures and complete such forms as the Company may specify for this purpose.
- (f) 倘若客戶和獲授權人士已遵守第 11(c)及 11(e)條,則客戶無須對本公司實際收到第 11(e)條提述的通知後訂立的任何交易承擔任何責任。但是,客戶仍然須對本公司實際收到有關通知之前的所有交易承擔責任,不論相關交易是否獲得客戶的授權亦然。
Provided that the Customer and the Authorized Person have complied with Clauses 11(c) and 11(e), the Customer shall not be liable for any transactions entered into after the Company has actually received the notice referred to in Clause 11(e). However, the Customer shall remain liable for all transactions entered into before the Company has actually received the relevant notice, whether or not such transactions were authorized by the Customer.

現 貨 賽 金 屬 交 易 規 則
Spot Precious Metals Trading Rules

此等規則應與客戶協議一併閱讀,且受客戶協議的條款與細則規限。

These Rules should be read in conjunction with the Customer Agreement and are subject to the terms and conditions of the Customer Agreement.

「含量」指使用直接方法(一般基於光譜分析)測定的合金中的貴金屬含量,此方法可測量雜質水平,而貴金屬含量按差額計算。就黃金而言,直接方法主要為火試金法,亦稱為灰吹法或重量分析法。

“Assay” means the amount of precious metal in an alloy as determined by using the direct method (generally based on spectral analysis). This method measures the level of impurities. And the assay of precious metal is calculated by difference. For gold, the primary direct method is fire assay also known as cupellation or gravimetric analysis.

「結算含量」指就貴金屬材料的各項供應而言:

“Settled Assay” means, in relation to each supply of Precious Metal Materials:

- I. 如果公斷人提供的含量與本公司呈示的最終含量之間存在最多「千分之一」(1/1000)的偏差,則客戶和本公司同意,結算含量將為公斷人的結果與本公司的結果之間的中間點,且此結果將構成客戶向本公司供應之材料的結算及付款的依據。
If there is a maximum of one thousandth (1/1000) of a difference between the Assay provided by an umpire and the final assay as presented by the Company, the Customer and the Company agree that the Settled Assay shall be the mid-point between the umpire's result and the Company's result, and this result shall form the basis for settlement and payment of the material supplied by the Customer to the Company.
- II. 如果公斷人提供的含量與本公司呈示的最終含量之間存在「千分之二」(2/1000)或以上的偏差,則雙方同意將有關材料交給第二名第三方公斷人進行測定。客戶和本公司同意,結算含量將為第一名公斷人的結果與第二名公斷人的結果之間的中間點,且此結果將構成客戶向本公司供應之材料的結算及付款的依據。
If the assay provided by an umpire differs by two thousandth (2/1000) or more from the final assay as presented by the Company, the parties agree to have the relevant material assayed by a second third-party umpire. The Customer and the Company agree that the final assay shall be the mid-point between the results of the first and second umpires, and this result shall form the basis for settlement and payment for the material supplied by the Customer to the Company.

(1) 運輸責任(包括有害材料):

Transportation liability (including hazardous materials):

- (a) 除非另行同意,否則客戶對運往本公司的含有任何貴金屬的產品(即含有金、銀、鉑或鉑的產品)的運輸獨力承擔責任和法律責任。本公司僅對產品於本公司金庫交付和接受後的保險、損失或損毀負責。
Unless otherwise agreed, the Customer bears the sole responsibility and legal liability for the shipment of any precious metal products (i.e., products containing gold, silver, palladium or platinum) as delivered to the Company. The Company is only responsible for the insurance, loss or damage to the products after the delivery and acceptance to the Company's vault.
- (b) 客戶同意於運輸可能含有被視為有毒或有害物質的材料前,通知本公司並尋求本公司的批准。如果客戶未能提供適當通知或就交付材料獲得適當批准,則本公司保留權利向客戶退還有關材料,相關費用由客戶承擔,並向客戶收取本公司因此招致的一切及任何合理手續費或開支。
The Customer agrees to notify the Company and seek approval from the Company before shipping the materials that may contain substances as deemed toxic or hazardous. If the Customer fails to provide appropriate notification or obtain appropriate approval for the delivery of materials, the Company reserves the right to return the materials to the Customer at the Customer's expenses and charge the Customer for all and any reasonable fees or expenses incurred by the Company.
- (c) 如果客戶未能在有關材料運輸後三十(30)天內安排退貨或處置不合格或有缺陷的材料,本公司不會為客戶所招致的損失或損害負上任何法律責任。
The Company shall not be liable for any loss or damage incurred by the Customer if the Customer fails to arrange for the return or disposal of the substandard or defective materials within thirty (30) days after the shipment of the relevant materials.

(2) 裝箱清單及文件:

Packing list and documents:

(a) 客戶須將所有必需的文件與材料一併交付予本公司,以符合所有國際規則及規例,包括但不限於杜拜多種商品交易中心的貴金屬負責任來源指引。必需的文件一般包括但不限於:

The Customer must submit to the Company all necessary documents and materials to comply with all international rules and regulations, including but not limited to the Responsible Sourcing Guidelines for Precious Metals of Dubai Multi Commodities Centre. Required documents generally include but are not limited to:

(i) 出口文件;

export Documents;

(ii) 發票正本;

original invoice;

(iii) 裝箱清單正本;或

original packing list; and

(iv) 可能適用於所交付材料的清關授權書。

customs clearance authorization as may be applied to the delivered materials.

(b) 相關文件將提供內含物的完整描述,包括重量、金屬類別及申報價值。如果客戶未能提供適當的文件,則本公司無須對申索的任何損失負責。客戶確認,本公司接收材料在任何方面概不構成對客戶所保證之重量及/或成分的同意。

The relevant documentation will contain a complete description of the contents, including weight, metal type and declared value. If the Customer fails to provide the appropriate documentation, the Company will not be responsible for any losses claimed. The Customer acknowledges that the Company's receipt of the materials does not in any way constitute an agreement to the weight and/or composition guaranteed by the Customer.

(c) 本公司於接受交付前將確認所收到的所有材料的重量。如果存在任何重大差異,本公司將在繼續處理之前聯絡客戶並尋求就所收到的重量達成一致。本公司同意向客戶告知從客戶收到的所有材料所需的處理時間。客戶必須在合理期限內向本公司通知與任何報告差異有關的任何異議。客戶未能在合理時間內對任何報告的差異提出異議,將被視為客戶放棄針對本公司提起任何申索。如果本公司與客戶未能達成一致,本公司保留權利向客戶退還有關材料,相關費用由客戶承擔。

The Company will confirm the weight of all materials received before accepting delivery. If there are any significant discrepancies, the Company will contact the Customer and seek to agree on the weight received before proceeding. The Company agrees to inform the Customer of the processing time required for all materials received from the Customer. The Customer must notify the Company of any objections to any reported discrepancies within a reasonable period. The Customer's failure to dispute any reported discrepancies within a reasonable period will be deemed a waiver of any claim against the Company by the Customer. If the Company and the Customer cannot reach an agreement, the Company reserves the right to return the materials to the Customer at the Customer's costs.

(3) 熔化和含量測定:

Melting and content determination

客戶同意,最終結算將基於客戶交付的所有材料的貴金屬含量,而貴金屬含量由本公司採用的分析方法全權酌情決定。分析方法可包括但不限於火試金法、X射線螢光光譜儀(XRF)及電感耦合等離子體質譜法(ICP)。為了對客戶的材料進行分析,本公司須透過其可能視為適當(就指定材料而言)的任何取樣程序,從每個熔化物及/或單位中採集代表性樣本。含量測定程序結束後,本公司將向客戶報告結果。客戶將獲批予三(3)個營業日,對所報告的含量提出異議,該段時間後,客戶將被視為接受所報告的含量,以及被視為放棄質疑所報告含量的選擇權。如果客戶對含量報告提出異議,則本公司可考慮多項選擇,包括但不限於:

The Customer agrees that the final settlement shall be based on the precious metal content of all materials delivered by the Customer as determined by the analytic methods as adopted by the Company in its sole discretion. Such analytic methods may include but not limit to fire assay, X-ray Fluorescence Spectrometer (XRF) and Inductively Coupled Plasma Mass Spectrometry (ICP). In order to analyse the Customer's materials, the Company shall collect representative samples from each melt and/or unit by any sampling procedure as the Company deems appropriate (in relation to the specified materials). Following the assay procedure, the Company will report the

result(s) to the Customer. The Customer will be given three (3) business days to raise objection to the reported assay, after which period of time the Customer will be deemed to have accepted the reported assay and to have waived its option to object the reported assay. If the Customer raises an objection to the assay report, the Company may consider a number of options, including but not limited to:

- (i) 協商出雙方一致同意的數字及/或方法,利用該方法計算相關熔化物或單位所含的貴金屬含量;及/或 negotiate a mutually agreed figure and/or method to calculate the precious metal assay of the relevant melt or unit; and/or
- (ii) 請求雙方一致同意的第三方「公斷人」測定含量。客戶確認,本公司概不負責退還客戶不作要求或精煉協議中未特別指出的任何其他材料。
request for a mutually agreed third-party "umpire" to determine the assay. The Customer acknowledges that the Company is not responsible for returning to the Customer any other materials not being requested or not being specifically stated in the refining agreement.
- (iii) 含量結果的偏差
(In case of) deviation of assay results:
 - (1) 如果公斷人提供的含量與本公司呈示的最終含量之間存在最多「千分之一」(1/1000)的偏差,則客戶和本公司同意,結算含量將為公斷人的結果與本公司的結果之間的中間點。為清晰起見,舉例而言,如果公斷人的含量是 0.876 而本公司的含量是 0.874,則結算含量將為 0.875,此結果將構成客戶向本公司供應之材料的結算及付款的依據。
 - (2) 如果公斷人提供的含量與本公司呈示的最終含量之間存在「千分之二」(2/1000)或以上的偏差,則雙方同意將有關材料交給第二名第三方公斷人進行測定。客戶和本公司同意,結算含量將為第一名公斷人的結果與第二名公斷人的結果之間的中間點。為清晰起見,舉例而言,如果第一名公斷人的含量是 0.876 而第二名公斷人的含量是 0.872,則結算含量將為 0.874,此結果將構成客戶向本公司供應之材料的結算及付款的依據。
 - (3) 將材料交由公斷人測定的全部相關費用將由客戶承擔,本公司與客戶結算交易時將充分考慮此等費用。
All costs in relation to the submitting of the materials to the umpire for assessment will be borne by the Customer, and the Company will fully consider such costs in the course of settling the transaction with the Customer.

提 供 天 成 平 台 作 貴 金 屬 及 相 關 交 易 協 議
Agreement for Providing Tin Shing Platform in precious metals and related transactions

本協議於 年 月 日由下列訂約方訂立:
This Agreement is entered into on day

between the following parties:

天成國際貴金屬有限公司(下稱「本公司」);
Tin Shing International Precious Metals Limited (hereinafter referred to as the "Company");

及
and

(下稱「客戶」)。
(hereinafter referred to as the "Customer").

本協議是本公司與客戶就貴金屬和相關交易客戶協議簽署的後續與補充協議,單獨和共同地管轄客戶於任何時間在本公司開立的所有貴金屬和相關交易賬戶,及/或不時註銷然後重新開立的賬戶,而不論本公司的人員或其繼承人、受讓人或關聯公司因任何原因於任何時間出現任何變動;須符合本公司及其繼承人和受讓人的利益(不論透過合併、整合或其他方式);並須對客戶和客戶的財產、遺囑執行人、遺產管理人、繼承人和受讓人都具有約束力。

This Agreement is a succeeding and supplemental agreement to the Customer Agreement for precious metals and related transactions as signed between the Company and the Customer, and governs individually and jointly all precious metals and related transaction accounts opened by the Customer with the Company at any time, and/or accounts closed and reopened from time to time, regardless of any changes in the personnel of the Company or its successors, assigns or affiliates at any time for any reason; shall be in accordance with the interests of the Company and its successors and assigns (whether by merger, consolidation or otherwise); and shall be binding on the Customer and the Customer's estate, executors, administrators, successors and assigns.

客戶特此追認於本協議日期前生效的與本公司所有交易,並同意客戶的該等交易之相關權利和義務仍然有效,且客戶有責任履行和執行所有該等義務和權利,以及因使用天成平台而產生的新義務和權利。

The Customer hereby ratifies all transactions with the Company that took effect before the date of this Agreement, and agrees that the Customer's rights and obligations in connection with such transactions remain valid, and that the Customer is responsible for performing and enforcing all such obligations and rights, as well as new obligations and rights arising from the use of the Tin Shing Platform.

本公司和客戶同意以下條款:

The Company and the Customer agree to the following terms:

- 本公司負責向客戶提供天成平台,讓客戶交易和對沖現貨貴金屬和相關交易,以及為客戶就此目的操作賬戶提供便利。
The Company is responsible for providing the Tin Shing Platform to the Customer to enable the Customer to trade and hedge spot precious metals and related transactions, and for facilitating the operation of the Customer's account for such purposes.
- 客戶有權進行交易的貴金屬和相關交易將僅由本公司與客戶協定。
The precious metals and related transactions that the Customer is entitled to trade will be solely agreed upon between the Company and the Customer.
- 客戶陳述和保證,其已充分了解客戶使用天成平台產生的所有風險,並就其僱員、代表或任何其他人士使用提供予客戶的電子平台承擔全部責任。
The Customer represents and warrants that it has fully understood all risks arising from the use of the Tin Shing Platform by the Customer and assumes full responsibility for the use of the electronic platform provided to the Customer by its employees, representatives or any other persons.
- 客戶承認其時刻對本公司就天成平台向客戶提供的登錄帳號和密碼承擔一切責任,且客戶承認本公司概不對因使用天成平台所引致的任何損失或問題承擔責任。
The Customer acknowledges that the Customer is always responsible for the login account and password provided by the Company to the Customer in relation to the Tin Sheng Platform, and the Customer acknowledges that the Company is not responsible for any losses or problems arising from the use of the Tin Sheng Platform.
- 客戶確認,電子交易和買賣盤傳遞系統有別於傳統的直撥電話雙邊交易,且使用電子系統的任何交易均受本協議所載

條款規限。

The Customer acknowledges that the electronic trading and order routing system is different from traditional bilateral trading via direct dial telephones and that any transactions using the electronic system are subject to the terms and conditions set out in this Agreement.

6. 客戶承認和同意,本公司可全權酌情決定不時變更平台所列示本協議的條款。

The Customer acknowledges and agrees that the Company may, at its sole discretion, change the terms and conditions of this Agreement as listed on the Platform from time to time.

7. 客戶進一步確認和同意,透過以互聯網為基礎的電子系統進行交易或買賣盤傳遞在不同的電子系統之間差別很大,因此可能呈現與在特定的系統上交易或使用特定的系統有關的不同風險因素,包括但不限於系統存取、響應時間不同及安全問題。客戶同意就客戶因系統存取故障、響應時間不同、安全問題、系統及/或元件故障、無法輸入新指示、執行現有指示、修改或取消先前輸入的指示及/或遺失指示或指示優先次序而直接或間接招致的任何及所有責任、損失、損害、費用及開支,向本公司作出彌償並使本公司免受損害。此外,本公司不對其控制範圍以外的事件承擔責任,且對於因互聯網連接中斷或延誤而直接或間接造成的任何損失或損害,包括但不限於因任何傳輸或通訊設施失靈或故障而令指示或其他資料的傳輸出現任何延誤或誤差而直接或間接造成的損失或損害,本公司概不承擔任何責任。

The Customer further acknowledges and agrees that the trading or order routing through internet-based electronic systems varies significantly between different electronic systems and may therefore present different risk factors associated with trading on or using a particular system, including, but not limited to, system accessibility, varying response times, and security issues. The Customer agrees to indemnify and hold the Company free from and against any and all liabilities, losses, damages, costs, and expenses incurred directly or indirectly by the Customer due to system access failures, varying response times, security issues, system and/or component failures, the inability to enter new instructions, execute existing instructions, modify or cancel previously entered instructions, and/or lost instructions or order priorities. Furthermore, the Company assumes no responsibility for events beyond its control and disclaims any liability for any loss or damage caused directly or indirectly by interruptions or delays in internet connectivity, including, but not limited to, loss or damage caused directly or indirectly by any delays or errors in the transmission of instructions or other information due to the failure or malfunction of any transmission or communications facilities.

8. 本公司對已執行及生效的客戶持倉交易之費率並無任何義務或責任;再者,本公司對任何客戶持倉交易之費率與執行客戶持倉交易之實際費率之間的任何變化或差異並無任何責任。客戶確認,其充分意識到本公司的電子交易商與價格反饋源直接相連,本公司概不對可能不時發生的任何價格差異承擔責任。

The Company has no obligation or liability for the rates charged for the Customer's positions having executed and effected. Furthermore, the Company is not responsible for any changes or discrepancies between the rates charged for any of the Customer's position and the actual rates charged for executing the Customer's position. The Customer acknowledges that the Customer is fully aware that the Company's electronic dealer is directly connected to the price feed source and that the Company is not responsible for any price discrepancies that may occur from time to time.

9. 客戶承認,其對使用客戶的登錄帳號訂立的任何交易,或在電子交易平台上進行任何交易時有任何遺漏或錯誤的交易(可能導致交易量大於或小於客戶預定的交易量)承擔全部及所有責任。在此情況下,客戶將對任何錯誤或疏忽造成的持倉及由糾正錯誤之交易所引起的後續成本或利益承擔全部、絕對及唯一責任。

The Customer acknowledges that the Customer assumes full and complete responsibility for any transactions entered into using the Customer's login account, or for any omissions or errors in any transactions executed on the electronic trading platform (which may result in a transaction volume greater or less than the Customer's predetermined transaction volume). In such circumstances, the Customer will bear full, absolute, and sole responsibility for any positions resulting from any errors or omissions, and for any subsequent costs or profits incurred in correcting the erroneous transactions.

10. 客戶承認和接受供應商將就每一項貴金屬和每一筆相關交易為客戶設定的限額,並承認和接受就所有貴金屬和相關交易設定的最大持倉限額。

The Customer acknowledges and accepts that the provider will set the limits for the Customer for each precious metal and each related transaction, and acknowledges and accepts the maximum position limits as set for all precious metals and related transactions.

11. 此外,客戶同意立即開啟及閱讀本公司向客戶發送的所有通訊並按該等通訊行事,包括但不限於交易確認書、賬戶結單、額外資金要求以及就任何及所有目的對客戶具有約束力的任何其他書面通知。

Furthermore, the Customer agrees to promptly open, read and act upon all communications from the Company to the Customer, including but not limited to the transaction confirmations, account statements, requests for additional funds and any other written notices that are binding on the Customer for any and all purposes.

12. 客戶進一步同意,如果客戶的賬戶狀況存在差異,客戶將採取合理措施糾正該等差異,包括但不限於從發現該等差異之時起的合理時間內按最佳可取價格買賣交易(如適用)。如果僅由於本公司的錯誤造成差異,本公司同意就該等差異引起的損失於客戶賬戶記入貸項,但前提是客戶已採取合理措施糾正上述差異。對於因客戶未能立即採取合理措施糾正任何賬戶差異而導致客戶的賬戶蒙受任何後續損失,本公司概不承擔任何責任。雙方同意,該等錯誤(不論造成盈利或虧損)將透過記入客戶賬戶貸項或借項的方式予以糾正,從而使持倉猶如從未出現有關錯誤一樣。當作出糾正時,本公司將按一般方式即時向客戶提供書面通知。

The Customer further agrees that if a discrepancy occurs in the Customer's account status, the Customer will take reasonable steps to correct such discrepancy, including, but not limited to, buying or selling transactions at the best available price (if applicable) within a reasonable time from the time the discrepancy is discovered. If the discrepancy is solely due to the Company's error, the Company agrees to credit the Customer's account for the loss caused by such discrepancy, provided that the Customer has taken reasonable steps to correct such discrepancy. The Company shall not be liable for any subsequent losses incurred in the Customer's account due to the Customer's failure to promptly take reasonable steps to correct any account discrepancy. It is agreed that such errors (whether resulting in profit or loss) will be corrected by crediting or debiting the Customer's account, resulting in the position remaining as if the error had never occurred. When a correction is made, the Company will provide the Customer with prompt written notice in the usual manner.

13. 如本協議別處所述,本公司提供天成平台僅旨在促進對沖和緩減與客戶現貨貴金屬業務有關的價格及市場風險。客戶特此明確保證和陳述,不得將天成平台用於投機性金融交易活動目的。

As stated elsewhere in this Agreement, the Company provides the Tin Shing Platform solely to facilitate the hedging and mitigating the price and market risks associated with the Customer's spot precious metals transaction business. The Customer hereby expressly warrants and represents that the Customer shall not use Tin Shing Platform for the speculative financial transaction activities.

14. 客戶確認,市場數據供應商概不保證市場數據或任何其他市場資料或者任何一方傳播之訊息的及時性、順序、準確性或完整性。對於(i)任何相關數據、資料或訊息;或(ii)任何相關數據、資料或訊息傳輸的任何不準確性、錯誤、延誤或者遺漏;或(iii)本公司、其僱員、代理人或代表方面的任何不準確性、錯誤、延誤或重大疏忽、欺詐或不誠實引起或造成任何損失或損害,本公司或任何傳播方在任何方面概不承擔責任。

The Customer acknowledges that the market data providers do not guarantee the timeliness, sequence, accuracy or completeness of the market data or any other market information or information disseminated by any party. The Company or any disseminating party shall not be liable in any way for (i) any related data, information or message; or (ii) any inaccuracy, error, delay or omission in the transmission of any related data, information or message; or (iii) any inaccuracy, error, delay or gross negligence, fraud or dishonesty on the part of the Company, its employees, agents or representatives for any loss or damage caused or arising out of or resulting from any such inaccuracy, error, delay or gross negligence, fraud or dishonesty.

15. 客戶為本協議下天成平台的唯一獲授權使用者。客戶對透過利用存取碼使用天成平台輸入的所有指示獨力承擔責任。The Customer is the sole authorized user of Tin Shing Platform under this Agreement. The Customer is solely responsible for all instructions entered through the use of Tin Shing Platform using the Access Code.

16. 客戶承認、理解並承諾如下:

The Customer acknowledges understands and undertakes as follows:

(a) 客戶了解,天成平台是使客戶能夠發送電子指令進行本協議規定的交易及接收本公司不時決定之資料的設施,本公司有權透過其認為合適的方式向客戶發出合理通知,施加與此有關的細則與限制。

The Customer understands that Tin Shing Platform is a facility that enables the Customer to send electronic instructions to conduct transactions as stipulated in this Agreement and receive information determined by the Company from time to time. The Company has the right to issue reasonable notice to the Customer in a manner as it deems appropriate and impose relevant rules and restrictions.

(b) 客戶保證僅根據本協議以及本公司不時規定的與天成平台有關的操作政策和程序使用天成平台。

The Customer undertakes to use Tin Shing Platform only in accordance with this Agreement and the operating policies and procedures of the Company as prescribed from time to time in relation to Tin Shing Platform.

(c) 客戶確認,天成平台及其中所含軟體已授權予本公司或屬本公司專有。客戶保證和承諾,客戶不得試圖篡改、修改、反編譯、以反向工程或以任何其他方式改變,且不得試圖未經授權而存取天成平台的任何部分或其中所含軟體的任何部分。客戶同意,本公司有權即時暫停賬戶而無須通知客戶,且客戶確認,如果客戶於任何時間違反此保證和承諾,或者如果本公司於任何時間合理懷疑客戶違反此保證和承諾,則本公司可針對客戶採取法律行動。客戶保證,如果客戶發現任何其他人士正作出本段所述的任何行動,客戶須立即通知本公司。如果客戶對賬戶的暫停有任何疑問,客戶須致電本公司的客戶服務熱線以作澄清。

The Customer acknowledges that Tin Shing Platform and the software contained therein are licensed to the Company or are proprietary to the Company. The Customer warrants and undertakes that the Customer will not attempt to tamper with, modify, decompile, reverse engineering, or otherwise alter, nor attempt to gain unauthorized access to any portion of and in Tin Shing Platform or the software contained therein. The Customer agrees that the Company has the right to suspend the account immediately without notice, and the Customer acknowledges that if the Customer breaches this warranty and undertaking at any time, or if the Company reasonably suspects that the Customer has breached this warranty and undertaking at any time, the Company may take legal action against the Customer. The Customer warrants that if the Customer discovers that any other person is engaging in any of the actions described in this paragraph, the Customer will immediately notify the Company. If the Customer has any questions regarding the suspension of the account, the Customer must call the Company's customer service hotline for clarification.

17. 如果發生下列事件,客戶須立即通知本公司:

If any of the following events occur, the Customer must immediately notify the Company:

- (a) 透過天成平台下達電子指令,但線上未收到本公司發出的指示識別碼形式的參考編號。
an electronic instruction was made through Tin Shing Platform, but did not receive the reference number in the form of an instruction identification code from the Company online.
- (b) 透過天成平台下達電子指令,但線上未收到本公司發出的準確執行確認或交易識別碼。
an electronic instruction was made through Tin Shing Platform, but did not receive accurate execution confirmation or transaction identification code from the Company online.
- (c) 客戶收到交易執行確認(不論書面或電子或口頭形式)但客戶並未作出任何該等指令;或者懷疑作出未獲授權的電子指令或未經授權存取天成平台;或
the Customer receives confirmation of transaction execution (whether in written, electronic or oral form) but without making any such instructions; or the Customer suspects that an unauthorized electronic instruction has been made or that unauthorized access has been made to Tin Shing Platform; or
- (d) 客戶懷疑或發現任何未經授權而披露或使用存取碼的情況。
the Customer suspects or discovers any unauthorized disclosure or use of the Access Code.

當發生上述事件時,如果本人/吾等未能在切實可行的情況下盡快通知本公司,對於與處理、不當處理或遺失任何電子指令有關的任何申索,本公司或其僱員、代理人或代表概不對本人/吾等或可能透過本人/吾等提起申索的任何其他人士承擔任何責任或法律責任。

If I/We fail to notify the Company as soon as practicable upon the occurrence of the above events, the Company or its employees, agents or representatives shall not be liable or responsible to me/us or any other person who may bring a claim through me/us for any claim relating to the processing, mishandling or loss of any electronic instructions.

18. 客戶同意,倘若客戶發現天成平台出現任何問題,客戶須使用替代方法(包括使用本公司的電話服務)與本公司溝通。

The Customer agrees that if the Customer discovers any problems with Tin Shing Platform, the Customer must use alternative methods (including using the Company's telephone service) to communicate with the Company.

19. 客戶陳述、保證和確保,客戶的所有電腦系統和軟體會持續無間地運作,且不會對天成平台造成任何故障或錯誤。

The Customer represents, warrants and ensures that all of the Customer's computer systems and software shall continue to operate without interruption and shall not cause any failure or error to Tin Shing Platform.

20. 客戶須採取合理措施確保客戶的所有電腦系統和軟體不存有病毒且屬安全,並保證確保所有電腦系統和軟體保持不存有病毒及屬安全。

The Customer shall take reasonable steps to ensure that all of the Customer's computer systems and software are virus-free and secure, and shall ensure that all of the Customer's computer systems and software remain virus-free and secure.

21. 本公司將採取合理措施,以確保本公司為使天成平台可供使用而提供的任何軟體: (a)無錯誤; (b)無病毒; (c)不中斷; (d)可與任何其他軟體兼容;或(e)能夠提供任何設施或功能,以使客戶和本公司能夠根據本協議作出指示和交易。客戶理解,客戶須保存所有交易記錄以供其參考。

The Company shall take reasonable steps to ensure that any software as provided by the Company in order to make Tin Shing Platform available for use is: (a) error-free; (b) virus-free; (c) uninterrupted; (d) compatible with any other software; or (e) capable of providing any facilities or functions that enable the Customer and the Company to make

instructions and transactions under this Agreement. The Customer understands that the Customer must keep records of all transactions for their reference.

22. 本公司和客戶將盡最大努力確保本公司和客戶透過天成平台進行的任何通訊不會被任何未獲授權人士閱讀、接收或干擾。

The Company and the Customer will make every effort to ensure that any communications between the Company and the Customer through Tin Shing Platform will not be read, received or interfered with by any unauthorized person.

23. 對於因本公司或其僱員、代理人或代表輸入錯誤報價或遺漏客戶的價格查詢而造成的報價錯誤(例如錯誤的大數報價),本公司概不承擔責任。如果所涉賬戶的餘額因上述情況出現任何錯誤,本公司保留權利對該賬戶作出必要的更正。報價錯誤所引起的任何爭議將參考本公司於有關錯誤出現時釐定的貨幣公平市值而予以解決。

The Company is not responsible for any quotation errors (e.g., incorrect large sum quotes) as caused by the Company or its employees, agents, or representatives entering incorrect quotes or omitting Customer price inquiries. If the balance of the account involved is incorrect due to any of the above circumstances, the Company reserves the right to make the necessary corrections to the account. Any disputes arising from quotation errors will be resolved by reference to the fair market value of the currency determined by the Company at the time the error occurred.

24. 對於因本公司或天成平台供應商無法控制的天成平台使用上的不便、延誤、故障或無法造成任何相應而生、附帶、特殊或間接損失或損害(包括利潤損失、交易損失和損害),本公司概不承擔任何責任,即使本公司已獲告知可能出現該等損失或損害亦然。

The Company shall not be liable for any consequential, incidental, special or indirect loss or damage (including loss of profit, trading losses and damages) caused by any inconvenience, delay, failure or inability to use Tin Shing Platform that is beyond the control of the Company or Tin Shing Platform suppliers, even if the Company has been advised of the possibility of such loss or damage.

25. 對於因本公司無法控制的原因(包括但不限於電子或機械設備或通訊線路、電話故障或其他連接問題)而對天成平台的使用造成的或與之有關的任何損失,本公司概不承擔責任。

The Company shall not be liable for any losses arising from or related to the use of Tin Shing Platform due to causes beyond the control of the Company (including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other connection problems).

26. 雖然本公司盡一切努力確保透過天成平台獲得的資料的準確性,但對於使用所提供的任何資料或因此蒙受的任何損失,本公司概不承擔任何責任。

While the Company makes every effort to ensure the accuracy of the information obtained through Tin Shing Platform, the Company does not assume any responsibility for the use of any information provided or any loss suffered thereby.

27. 本公司概不對天成平台提供的資料作出明示或暗示的陳述和保證或條件。

The Company makes no representations, warranties or conditions, whether expressly or impliedly, regarding the information as provided by Tin Shing Platform.

28. 客戶確認,由於無法預測的流量阻塞和其他原因,互聯網是固有的不可靠通訊媒介,而這種不可靠性超出本公司的控制範圍。客戶確認,由於這種不可靠性,指令和其他資料的傳輸和接收可能發生延誤,而這可能導致指令延遲執行及/或指令的執行價格有別於發出指令時的現行價格。客戶進一步確認和同意,任何通訊均可能存在誤解或錯誤的風險,而該等風險絕對由客戶承擔。客戶確認和同意,一般情況下其可在發出指令後取消指令。

The Customer acknowledges that the Internet is an inherently unreliable communications medium due to unpredictable traffic congestion and other factors, and that such unreliability is beyond the Company's control. The Customer acknowledges that due to such unreliability, the transmission and receipt of instructions and other information may be delayed, which may result in delayed execution of instructions and/or execution of instructions at a price different from the prevailing price at the time the instructions were issued. The Customer further acknowledges and agrees that any communication is subject to the risk of misunderstanding or error, and that such risk rests entirely with the Customer. The Customer acknowledges and agrees that, generally, the Customer may cancel an instruction after it has been issued.

29. 本公司可透過向客戶發出書面或口頭通知,隨時終止天成平台的使用。

The Company may terminate the use of Tin Shing Platform at any time by giving written or oral notice to the Customer.

30. 根據第 29 條發出通知後,本公司可終止以客戶名義在本公司開立的所有賬戶,並將賬戶中持有或為賬戶持有的所有款項兌換為港元,並變現賬戶中的任何未平倉持倉,在客戶向本公司悉數支付所欠之全部款項的前提下,本公司須:

Upon giving notice in accordance with Clause 29, the Company may close all accounts opened with the Company in the name of the Customer and convert all monies held in or for the account into Hong Kong Dollars and liquidate any

open positions in the account. Subject to full payment by the Customer to the Company of all amounts owing thereto, the Company shall:

- (a) 將賬戶的任何餘額記入客戶銀行賬戶貸項;
credit the Customer's bank account for any remaining balance on the account;
- (b) 在客戶賬戶承擔風險的情況下,將賬戶中的賬戶貸方餘額以支票方式郵寄至客戶最後為人所知的地址;及
at the risk of the Customer's account, post a cheque in the amount of the account's credit balance to the Customer at the Customer's last known address; and
- (c) 將賬戶中的賬戶貸方餘額以支票方式親自交付予客戶或客戶委為授權的代理人或律師,並向客戶送交與賬戶中的金屬相關的全部所有權文件。
deliver in person to the Customer or the Customer's duly authorized agent or solicitor a cheque for the credit balance in the account and deliver to the Customer all documents of title relating to the metals in the account.

本協議雙方已於首開日期簽立本協議,特此為證。

In witness whereof the parties hereto have executed this Agreement on the date first above written.

代表本公司(天成國際貴金屬有限公司)簽署: Signed for and on behalf of the Company (Tin Shing International Precious Metals Limited): <hr/> 獲授權簽字 Authorized signature(s)	獲授權簽字人之姓名: Name of authorized signatory: <hr/> 獲授權簽字人之職銜: Title of authorized signatory: <hr/> 日期: Date: _____
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代表客戶 Signed for and on behalf of the Customer (<hr/> 獲授權簽字 Authorized signature(s))簽署:): <hr/> 獲授權簽字人之姓名: Name of authorized signatory: <hr/> 獲授權簽字人之職銜: Title of authorized signatory: <hr/> 日期: Date: _____
個人客戶簽署: Signed by individual Customer: <hr/>	姓名: Name: <hr/> 日期: Date: _____