

Date:



CUSTOMER AGREEMENT

客户协议书

Customer Name:

Account Number:

Groupe Européen de Finance et Investissement

GEFI TIME

吉汇时代

www.gefitime.com

TERMS AND CONDITIONS 客户协议条款

The terms and conditions of Customer Agreement constitute a legal contract between GEFI TIME LIMITED (referred to herein as “GEFI” or “we”), and the party or parties (each referred to herein as a “client” or “you”) executing this agreement.

本客户协议的条款和条例构成甲方——吉汇时代有限公司(以下称为“GEFI”或是“我们”或是“我司”)和乙方——投资者(以下称为“客户”或“您”)之间的合同条款。

This Agreement shall govern all trading activity and should be read carefully by yourself.

请仔细阅读本业务条款，其中包含了与我司为客户提供的服务有关的客户和 GEFI 的权力和义务的重要资料。

You warrant that all the information disclosed to us, the documentation provided and otherwise is true and accurate and that you undertake to inform us in writing should there be any changes to the information provided. Where copies of documents are provided either via mail, fax or using electronic means you warrant that the documents so supplied by you are true copies of originals.

请确保您提供给我司的信息是真实可靠的，这其中包括您提供给我司的文件和其他信息。如信息有变，请您以书面形式告知我司。文件副本如果是通过电邮、传真等电子传输方式提供给我司，意味着您保证经该种传输方式提供的文件是忠实于原件的。

1. THE SERVICES WE WILL PROVIDE 我司提供的服务

- a. We will provide you with an execution only dealing service in foreign exchange, bullion contracts and contracts for differences in indices (“Contracts”) offered by GEFI.

我司为您提供的外汇、贵金属合约及指数的差价合约(下统称“合约”)的交易服务性质为“仅执行”。

- b. Both GEFI and the Client will enter into contracts as principal. You shall be directly and personally responsible for performing your obligations under every transaction entered into between us, whether you are dealing as principal directly or through an agent, or as agent for another person, and you shall indemnify us in respect of all liabilities, losses or costs of any kind or nature whatsoever which may be incurred by us as a direct or indirect result of any failure by you to perform any such obligation.

所有合约不论买卖皆为您与我司之间，各为主体的交易。您应直接以个人名义负责，按我司之间的每宗交易所订，履行您的义务，不论您直接为交易主体或通过经纪人或作为其它人士的经纪人。您都须就因您未能履行该义务而直接或间接产生的任何负债、损失、及来自我司的任何费用向我司做出赔偿。

- c. All orders placed and instructions given by you for the services will be subject to these terms. All other terms and conditions which you may try to introduce under any order, confirmation of order or similar are excluded. Any of the services may be provided using the services of third parties, including our affiliates who may act as agents for us.

您为获取服务而发布的一切合约和指示，都要遵循这些条款。这些条款不包括您根据合约、合约确认书或类似文件而希望引入的条款。我司所提供的服务可能是来自第三方的服务，其中包括我司的代理所提供的服务。

- d. The services may involve margined transactions, where the Client is required to deposit cash to secure performance of the Client’s obligations under the contract. The Client acknowledges, recognizes and understands that all transactions are subject to and in accordance with the relevant Market Rules prevalent from time to time. In particular the Client acknowledges that Market Rules usually contain wide powers in an emergency or otherwise undesirable situation.

这些服务可能包含保证金交易，您需要存入规定的现金，来确保履行合约义务。您需要了解并同意，所

有交易的进行都要依照即时市场准则进行。需要指出，市场准则通常包含当紧急和其他特殊情况发生时扩展权利的情况，您需要了解这一点。

- e. We may amend, suspend and/or terminate any or all of the services at any time for any valid reason. Where reasonably practicable we will give advance notice of this but this may not always be possible and/or practical for business reasons.

出于合理原因，我司会随时更改、暂停终止所有服务。在进行上述操作前，如果可以联系到您，我司会提前告知您。在无法告知您的情况下，我司保留不承担任何责任的权利。

2. EXECUTION 仅执行交易服务之安排

- a. GEFI will provide only an execution only dealing service; we will not provide investment advice to you. If we enter into a Contract with you this shall not be taken to mean that GEFI recommends, or concurs on the merits of, the Contract or that the Contract is suitable for you. Also, GEFI does not give any trading or market recommendations, advice or instructions in its communications.

请注意，我司并不会就特定交易的优点做出建议，当您就某合约发出交易指示时，我司合理地相信您并不预期得到该等建议，而您是以“仅执行”的性质进行交易。同时，GEFI 不会在交流过程中给您任何交易推荐、建议及指示。

3. CREDIT 信贷

- a. Details of any credit arrangement that may be available to you shall be set out in and shall be subject to such terms and conditions and limits as may be agreed in separate correspondence. Your credit limit should be no more than the total amount you are prepared to and can afford to lose. If any Contracts exceed the credit or any other limit placed upon your dealings, we may bring to an end all or any of the contracts pursuant to Term 4 in order to bring your liability back within the credit limit. We may at our absolute discretion extend additional credit to you if you fail to meet a margin call, but the availability and suitability of such credit will depend upon the outcome of our reassessment of your financial circumstances.

任何由我司提供给您的授信安排，需视双方协商而定的所有条款、条件和限制，其细则将另函列出。您的信用限额应该不超过您的预算及能够承担的损失的总金额。如果您的合约超过了信用限额或任何其它交易限额，我司可按条款 4 所述终止全部或任何合约，以将您的负债维持在信用限额内。如您未能达到追加保证金要求，我司有权提高您的信用限额，但我司需视乎对您的财务状况重新评估的结果，以决定其可能性及适合性。

4. MARGINING ARRANGEMENTS 保证金安排

The client shall pay to GEFI on demand 客户需按要求支付 GEFI 下列资金

- a. Such sums of money by way of deposits or as initial margin or variation margin as GEFI may require.
我司要求您存入作为起始保证金及变动保证金之用的一定数额资金。
- b. Such sums of money as may from time to time be due to GEFI under a contract and such sums as may be required in or towards clearance of any debit.
我司根据合约，每隔一段时间要求您支付的，作为结算账户所欠账目的一定数额资金。
- c. Such sums of money as GEFI may from time to time require as security for the Client's obligations to GEFI. You may be required to make margin payments sufficient to meet the amount which, when a movement adverse to your contract has taken place, you would lose on the contract if it were brought to an end on the basis of our current quotation for the contract concerned. Our determination of the current market value and the amount of additional and/or variation margin shall be conclusive and

shall not be challenged by you. The call for margin or extra margin will be made by any available means (telephone, fax or e-mail). If made by e-mail, it will be to your designated e-mail address and it will not in that case be confirmed by telephone or fax or letter, save in exceptional circumstances and then only in our absolute discretion.

每隔一段时间，GEFI 会要求您支付作为客户履约保证的一定数额资金。在与我司交易的过程中，除非另有协议，您必须在进行合约交易之前先将款项存入。当您持有的合约遇到市况逆转，您必须支付足够的保证金以应付该合约以实时市场报价计算而可能出现的亏损。我司对当前市场价值及追加保证金的金额，将为最终的依归及不得有任何争议。追加保证金或增加保证金的通知会以任何可使用的方法（电话、传真或电邮）向您发出。如果是通过电子邮件传达，会发到您指定的电子邮件地址，在这种情况下，我司将不再通过电话、传真或信函来确认，除非出现异常情况，我司有绝对酌情处理权。

Please note we will not accept any third party payments made in respect of funding your account. Similarly we will not pay out any funds from your account to any third parties.

请注意，我司拒绝任何由第三者支付的存款，同时我司拒绝客户转账或提款到第三者的户口。

If the client fails to provide any margin, deposit or other sum due in respect of any transaction GEFI may close all open contracts without prior notice.

如果客户没能提供足够保证金，存款或其他对应的抵押品以维持客户未平仓合约，在避免客户面临更大程度损失的考虑下我司有权将您的未平仓合约部分或全部平仓而不会预先通知。

5. CHARGES AND COMMISSIONS 费用与佣金

a. We will agree with you before entering into any contract, the amount of our commission which will be shown on the statement sent to you. Commission rates shall be those prevailing at the time. Commissions and charges may be changed from time to time without prior notice to you. We may have soft commission agreements in place. It is our policy to affect these where they are commercially efficient in accordance with market practice.

在您参与任何合约交易之前，我司会跟您就佣金的金额达成共识，并列于对账单上。佣金率应为当时所定的佣金率。所收取的佣金或会不时做出修订而不事先通知。我司或会有软性佣金协议安排。我司会按市场规律视乎其商业效率而使之生效。

6. INTEREST/ROLLOVER 利息

a. No interest will be credited in respect of any monies held on account or for margin payments, which will be held by us in a client bank account. A finance fee will be charged or credited to your account with us depending on the nature of the open positions you hold, the contract concerned and the rates of interest prevailing in that contract. When you open a contract position, we will calculate the amount of interest that would be earned on the money necessary to take out the relevant position in the underlying investment, at a rate notified to you in writing. While your Contract position remains open the amount of interest will be calculated and will accrue on a daily basis.

在我司的银行账户中运作的任何存款或保证金都不需支付利息。另外，根据您的持仓、相关合约及合约利息率的不同性质，可能从您的账户中扣除或向您的账户支付相应的财务费用。当您持有未平仓合约，我司会计算投资到其基础产品所涉资金所产生的利息，将相关利率以书面通知您。当您持有未平仓合约，利息则会每日计算及滚存。

7. POSITION LIMIT 持仓限制

- a. GEFI reserves the right to limit the number of positions which may be opened or maintained by the Client in his account. We also reserve the right to decline to accept any additional orders after the limit has been exceeded, and to liquidate all or part of the surpassed positions thereafter.

我司保留权利在任何指定的时间限制您账户内的净持仓量，不论多仓或空仓，由我司酌情处理。当净持仓量的上限到达后，我司有权拒绝开立新的合同，我司有权酌情把超过净持仓量上限的合约平仓。

8. EXCLUSION OF LIABILITY 免责声明

- a. No claim shall be made against GEFI or any associated company of us or any employee of us to recover any loss or damage which you may suffer or incur by reason of the carrying out by us of our obligations under this agreement provided that such loss or damage does not arise from the negligence or willful default of GEFI, its associates or employees.

如非因为我司的过失或故意违反而导致或我司在根据协议履行责任的过程中导致您损失，您都无权要求我司或任何我司的联营公司或雇员赔偿。

9. AUTHORISATION AND OTHER COMMUNICATIONS 授权和其它通信

- a. Except where you expressly instruct us otherwise, we shall be entitled to rely on and act in accordance with any instructions, requests and notices (whether or not in writing and howsoever communicated) given or purported to be given by any individual or person who purports to be or is reasonably believed by us to be an agent, attorney or otherwise authorized by you. We may in our absolute discretion and without explanation to you refuse to act upon any instruction, particularly if we believe that it may not be practical or acting on the instruction would in our opinion infringe any law, rule, regulation or condition of this agreement or, in the case of instructions received from an agent if we reasonably believe that such agent may be acting in excess of his authority.

除非您另外明确地指示我司，否则我司将有权信任自称或使我司合理地相信是您的代理人的任何个体或人士，授权人或您以其它方式授权的人，所给予或自称受其给予的指示，要求，及通知（不论是以书面或任何通讯形式），而做出相应的行动。我司有绝对酌情权亦无须向您解释，可拒绝任何我司认为不可行的，或违反法例、条例、监管或本协议内的条款的，或由您的代理人发出但我司认为已超越其权限的指示，做出相应的行动。

- b. Additional dealing procedures may be provided by us to you from time to time none of which form part of this agreement.

我司会不时向您提示额外的交易程序，但不应将之视作本协议的一部份。

- c. If at any time you are unable for whatever reason, to communicate with us we shall not be responsible for any loss, damage or cost caused to you by any act, error, delay or omission resulting there from where such loss, damage or cost is a result of your inability to enter into a transaction, and except where your inability to instruct us or communicate with us results from our fraud, willful default or gross negligence, be responsible for any loss, damage or cost caused to you by any act error or omission or delay resulting there from including without limitation, where such loss, damage or cost is a result of your inability to close a transaction.

无论基于任何理由，任何时候您无法与我司保持联系，我司将不会为因任何行动、错失、延误、疏忽而使您未能开始某项交易而蒙受损失，损害或成本负责。不会为因任何行动、错失、延误、疏忽而使您未能结束某项交易而蒙受损失，损害或成本负责；除非我司因诈骗、故意违反或严重过失，而导致您未能向我司指示。

- d. You acknowledge and agree that any instruction and communication transmitted by you or on your behalf is made at your risk and you authorize us to rely and act on, and treat as fully authorized and

binding upon you, any instruction (whether or not in writing) which we believe in good faith to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you.

您确认并同意须为您或以您名义发出的任何指示承担风险。您并授权我司对任何我司诚意相信由您或您的代理人以您名义，或我司诚意相信为您适当地授权的中介人所发出的指示，可信任及作相应行动，及视作被授予以全权及具法律约束力的。

- e. You agree that we may record all telephone conversations between you and us and that we may use such recordings or transcripts from such recordings, as evidence in any dispute or anticipated dispute between you and us.

您同意我司记录所有通话记录，作为可能产生的纠纷的证明。

10. CHANGES IN TERMS 更改条款

- a. These terms and conditions are subject to change at any time by us sending you a written notice describing the relevant change(s). Such change(s) will become effective on a date specified in the notice which will be at least 10 days after the date on which the notice is deemed to be received by you. No such change will affect any legal rights or obligations which may previously have accrued to or been incurred by you or us.

本协议的条款和条件可能在任何时候做出更改，我司会以书面形式通知您有关更改的细节。这些更改事项至少会在我司通知您 10 天后开始生效，生效日期将会在通知中特别声明。这些更改并不会影响我司和您之间原有的法律权利和义务。

11. STOP AND LIMIT ORDERS 止损和限价指令

- a. We may in our absolute discretion accept an instruction (a “stop order” or “limit order”) from you to open or close any Contract when our quote in respect of the relevant investment, or (as the case may be) an underlying market quotation relating thereto, reaches or goes beyond a level specified by you. You may specify that such an instruction is to apply for a limited duration or for an indefinite period (a “Good Till Cancelled” or “GTC” order). If we accept a Stop or Limit Order then, when the level of our current quote or (as the case may be) the relevant market quotation relating thereto reaches or goes beyond the level of your Stop or Limit Order, provided that the conditions in this paragraph are satisfied your instruction will be executed automatically at the level of your Stop or Limit Order. You acknowledge that where the underlying market is moving rapidly our quote may have gone beyond the level of your Stop or Limit Order by the time your order is executed.

我司有绝对酌情权接受您的指示（“止损”或“限价”指示）以开始或结束任何合约，如果有关产品的报价或（在某些情况下）其相关资产的市场价格已达到或超过您所设定的水平。您可设定该指示只适用于某个期限或不设期限（即“有效直到取消”指示）。如果我司接受了您的止损或限价指示，当有关产品的报价或（在某些情况下）其相关资产的市场价格已达到或超过您的止损或限价指示所设定的水平时，在符合本段所述的条件下，您的止损或限价指示会在所设定的水平自动执行。

- b. Limit Order by the time your order is executed. You may with our prior consent (and such consent will not be unreasonably withheld) cancel or amend the level of Stop or Limit Order at any time before our quote or the relevant market quotation reaches or goes beyond the relevant level. However, once the level has been reached you may not cancel or amend the level of order. If you enter into any Contract and place a Stop or Limit Order which, when executed, would be capable of closing or partly closing such Contract and you subsequently instruct us to close that Contract, or any part of it prior to the level of the Stop or Limit Order being reached, it is your responsibility to cancel the Stop or Limit

Order if you do not want the order to remain valid. If you close your original Contract and fail to cancel the Stop or Limit Order we shall be entitled in our absolute discretion to treat the Stop or Limit Order as an instruction to enter into a new Contract for you once our quote or (as the case may be) the relevant market quotation reaches or goes beyond the level of the Stop or Limit Order.

您应了解市场价格瞬息万变，当您的指令在执行过程中，我司的报价很可能已经超过了您之前的止损或限价指令的设定价格，因此在出现这种情况之前，您可在得到我司事先同意后（我司不会无故不同意），在我司的报价或其相关市场价格达到您所设定的水平之前的任何时间，取消或修改止损或限价指示的水平。但是，一旦达到设定的价格，您便不能再取消或修改指令价格。如您发出的止损或限价指示，使其在执行时会结束您持有的某些合约的全部或部分时，但其后在达到止损或限价指示设定的水平之前，您另行指示我司将该合约的全部或部分平仓；如您不想该止损或限价指示继续有效，您有责任自行将其取消。如您已将该合约平仓而没有取消该止损或限价指示，当我司的报价或（在某些情况下）相关的市场报价达到或超过该止损或限价指示所订的水平时，我司将享有绝对酌情权将该止损或限价指示视为您要开始新合约的指示。

c. The conditions referred to in this paragraph are as follows 本段所指的条件如下

- When you instruct us to close part but not all of a Contract entered into, both the part of the Contract which you instruct us to close and the part which would remain open if we carried out your instruction must not be smaller than the minimum size advised by us to you from time to time;

当您指示我司结束部分而不是全部之前的合约时，一旦我司执行您的指令，无论是您指示我司结束的部分还是仍然保持未平仓状态的部分，其数量都不能小于我司指定的最小单位；

- A Force Majeure Event must not have occurred;

并无发生不可抗力事件；

- When you instruct us to open a Contract you must not have committed a material default;

当您指示我司开始某合约时，您必须没有实质的违约行为；

- The telephone or internet conversation in which you instruct us to open or close the Contract must not be terminated as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us;

当您使用电话或互联网通讯指示我司开始或结束合约时，通讯不能在我司确定您的指示被执行前，因为某些超出我司控制的情况而被中断；

- When you instruct us to open any Contract, the opening of the Contract must not result in your exceeding any credit or other limit placed upon your dealing;

当您指示我司开始合约时，不能因此出现您超过信用限制或其它交易限制；

- The instruction must be given to us during normal trading hours for the investment in respect of which you instruct us to open or close the Contract.

当您向我司发出开始或结束合约的指示时，该指示必须于相关产品的正常交易时段内发出。

12. SINGLE AGREEMENT 单一协议

- a. Each Contract and all other transactions entered into between us and you under this agreement will be entered into in consideration of each other and constitute a single agreement between us and you.

在本协议下，我司与您之间为已方利益而参与的所有合同及其它交易将构成我司与您之间的单一协议。

13. STATEMENTS 对账单

- a. Monthly statements of your account shall be sent by us to you via e-mail. Please ensure that you verify the contents of each document received from us. Such documents shall, in the absence of

manifest error be conclusive unless you notify us in writing to the contrary within three working days of receiving such documents.

已实行的买入或卖出指示的确认书会以电邮方式传递。如在我司传递该确认书给您的 3 天内，您没有以电邮方式提出抗议，则该确认书即被视为最终结果。如您在进行交易后 3 天内都未收到该确认书或您账户的对账单，您必须立即以电邮方式通知我司。

- b. We normally prepare valuations of your account each working day, which we send to you on the first working day following.

正常情况下，我司在每个工作天都会计算您账户的数值，并于下一个工作日将对账单传递给您。

14. TERMINATION 终止

- a. This agreement shall continue and be in effect until terminated by either party. GEFI may, at its sole discretion and at any time, terminate this agreement, with such termination taking effect on the date on which termination notice has been given and payments made to the Client. The Client may terminate this agreement by giving written notice which will be effective upon receipt of the notice or, if it is received or deemed to be received on a day which is not a business day then the first business day thereafter. Termination will not affect any legal rights or obligations that may have accrued. In termination we will liquidate any outstanding Contracts. The balance in your account at termination shall be repaid to you by T/T remittance not later than four working days after the agreement terminates.

您或我司皆可以书面通知终止本协议，并于该通知收到时生效；或如收到当日或被视为收到当日为非工作日，则下一个工作日起生效。该终止不会影响累计的任何法律权利或义务。当终止时，我司会将所有未平仓合约结算。您账户在终止时的余额会于协议终止后的 4 个工作日内以电汇方式退还给您。

15. NOTICES 通知

- a. Any written notice, instruction, demand, acknowledgement or request to be given hereunder or any Contract shall be in writing and (unless delivered personally) shall be given by facsimile (fax), e-mail or first class pre-paid post (airmail if sent internationally) and be addressed in our case to our address or e-mail address and in your case to the address or email address last notified by you to us. If you or we wish to change the address for communication, we shall each give to the other no less than five days' notice in writing of the change desired. Notices addressed as provided above shall be deemed to have been duly given when dispatched (in the case of e-mail and fax, when delivered (in the case of personal delivery), two (2) days after posting (in the case of letters sent in the same country), or five (5) days after posting (in the case of letters sent internationally), provided that notices to us shall be effective only upon their actual receipt by us. In each of the above cases any notice received on a non-working day or after business hours in the country of receipt shall be deemed to be given on the next following working day in such country.

在本协议下发出的书面通知、要求、确认、请求或任何书面形式的合同，（亲自递送除外）需以传真、电邮或一级预付邮件（如国际邮件则以空邮），及在我司而言发送到我司的地址，及在您而言发送到您最后通知我司的地址或电邮地址。如您或我司有意更改联系地址，需在不少于 5 天前以上述方式发出通知；当已发出（在以电邮或传真的情况），当已递送（在以亲自递交的情况），在寄出后 2 天（在本国邮寄的情况），在寄出后 5 天（在国际邮寄的情况），应被视为已恰当地给予；如果该通知是给予我司的，则只会在我司正式收妥时始生效。在上述的情况中，如收到任何通知的时间在当地是非工作日，或已超过办公时间，该通知应被视为于当地的下一个工作日给予。

16. GOVERNING LAWS 法律监管

- a. The terms of this client agreement, and the rights and obligations of the clients hereto, shall be governed by, construed and enforced in all respects by the laws of France. Clients, in order to induce GEFI to accept these terms, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees that any judicial, administrative action or proceeding, including, but not limited to, arbitration arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Client or GEFI, shall be held, at the sole discretion of GEFI, within France. Clients consents and submits to, and waives any and all objections Client may have to such venue, and further agrees to waive and forego any right Client may have to transfer or change the venue of any action or proceeding encompassed hereby.

客户协议条款以及相关客户权利和义务将由法国法律全面监督，解释并执行。为了督促 GEFI 接受这些条款，以及出于其他善意的有价值的考虑，接受此公认条款，意味着客户接受并同意任何司法以及行政行为，包括但不限于直接或间接引起的以下仲裁行为或与在法国境内涉及的由客户或 GEFI 引起的相关联的交易，均由 GEFI 全权负责并处理。客户同意并遵守或放弃所有在法国境内反对的权利，并同意放弃在其他地域执行此行为的权利。

17. RISK DISCLOSURE 风险披露

- a. You should not deal in these products or engage any of these services unless you understand the nature and the exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. Different instruments involve different levels of exposure to risk, and in deciding whether to trade in such instruments you should be aware of the following factors concerning trading the derivatives products in GEFI.

除非您了解所签订的合约的性质以及所面临的风险程序，否则不应该贸然进行这些衍生产品的交易。您应根据本身的条件与财务状况，自行衡量该产品是否适合进行投资。不同的产品所面临的风险亦不同，决定哪一类产品适合投资时您应清楚地了解以下可以影响衍生产品的交易风险因素。

- **FUTURES 期货**

Transactions in futures involve the obligation to make, or take delivery of the underlying asset of the contract at a future date, or in some cases to settle your position with cash. They carry a high degree of risk. The “gearing” or “leverage” often obtainable in futures trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small market movement can lead to a proportionally much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability and you should be aware of the implications of this, in particular the margining requirements.

期货交易涉及在未来的一个日期将合约的相关资产的交收义务；或在某些情况，以现金结算。此类交易存在高度风险。在期货交易中往往得到“杠杆效应”，代表以小量的存款或订金可导致重大的损失或收益。这亦可理解为一些相对小型的市场波动可引致您的投资价值上远远较大比例的波动，而这波动可能对您不利或有利。期货交易存在或然责任，您亦对此含意有所警觉，特别在保证金要求方面。

- **CONTRACTS FOR DIFFERENCE 差价合约**

Futures and Options contracts can also be referred to as contracts for difference. These can be options and/or futures on the FTSE 100 index or any other index or share, commodity or currency. However, unlike other futures and options, these contracts can only be settled in cash. Investing in contracts for difference carries the same risks as investing in a future or an option

and you should be aware of these as set out in paragraphs A respectively. Transactions in contracts for difference may also have a contingent liability and you should be aware of the implications of this.

期货及期权合约皆可被视为差价合约。金融时报 100 指数或其它指数或股份、商品、外汇的期货及期权皆可作差价合约。但与其它期货及期权不同之处，差价合约只作现金结算。投资差价合约与投资期货或期权存在同等风险，您应注意上述 A 段所列的风险。差价合约交易也许包含或然责任，而您亦应对此含意有所警觉。

18. INTERNET DEALING 网上交易

- a. You acknowledge that the internet is, due to unpredictable traffic congestion and other reasons, an inherently unreliable medium of communication and that such unreliability is beyond our control;

由于不可预知的信息传输拥塞及其他因素，互联网自身是一种有风险通讯媒介，这种风险不在我司的控制范围；

- b. Trading on the internet is not instantaneous and several seconds may elapse between the time when you give your order via the internet to us and the time when it is received by us, in which time the market may have moved and your order may be implemented at a different value from that when you initiated the order on your PC;

网上交易存在延时，当您通过网络下达交易指令到我司接受到您的交易指令时，在短暂的瞬间内，市场行情已经有所变化，您的交易将会以一个不同意您最初在您计算机终端发出的交易价格的价位执行；

- c. We reserve the right not to execute an order by you until it has been received by us;

在没有收到您的交易指令之前，我司保留拒绝您执行交易指令的权利。

- d. We shall not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by you as a result of instructions being given or any other communications being made via e-mail or via the internet.

我司将不会对您通过电子邮件或网络下达的交易指令所造成或导致的任何损失、费用、成本、负债（包括持续的损失）负责；

- e. You will solely be responsible for all orders and for the accuracy of all information sent via the internet using your name or personal identification number;

您必须为您的用户名或者身份证号码通过网络发送的所有交易及相关信息的准确性负责。

- f. You further acknowledge and agree that there are risks of misunderstandings or errors in any communication and that such risks shall be absolutely borne by you;

由于诸多沟通误解和沟通失误所造成的风险由您个人承担；

- g. You acknowledge and agree that it shall not usually be possible to cancel an instruction after it has been given;

您同意您的交易指令一旦下达，该交易指令通常将不可能被取消；

- h. The time shown by our electronic logging system and the information contained on our server shall be conclusive between us as to the exact time of receipt of any messages or order and as to the accuracy of the information.

显示在电子登陆系统上的时间及系统中包含的信息将会是我们之间校对任何收据信息的确切时间及信息的准确性的决定性参考依据。

19. FORCE MAJEURE EVENTS 不可抗拒的事件

- a. We may, in our reasonable opinion, determine that an emergency or an exceptional market condition exists (a "Force Majeure Event"). A Force Majeure Event shall include, but is not limited to, the

following:

在合理解释的前提下,我们可能会认定某个紧急状态或是某一个市场情况(我们称之为“不可抗拒的事情”)的存在。不可抗拒的事件可能包括但不完全限于下列情况:

- Any act, event or occurrence (including without limitation any strike, riot or civil commotion, hostilities, foreign intervention, governmental actions, natural disaster, Act of God, an interruption of power supply or electronic or communication equipment failure) which, in our opinion, prevents us from maintaining an orderly market in one or more of the investments in respect of which we ordinarily deal in Contracts;

罢工、暴乱或骚乱、敌对、国外干预、政府行动、自然灾害、朝拜运动、电力供应中断或电路及通讯设施损毁。这些情况下,我们认为无法按照合同约定在一个或更多投资地维持正常交易;

- The suspension or closure of any market or the abandonment or failure of any event upon which we base, or to which we in any way relate our quote, or the imposition of limits or special or unusual terms on the trading in any such market or in any such event;

运营中止或关闭的市场,或是任何其他涉及我们的搁置或失败的事件,以及在此事件或市场中强加的限制或特殊、非正常的贸易条款;

- The occurrence of any excessive movement in the level of any Contract and/or the underlying market or our anticipation (acting reasonably) of the occurrence of such movements.

发生任何超出合同规定的和/或基础市场限度的过度行为,或是我们预料到的(合理发生的)此类事件。

- b. If we determine that a Force Majeure Event exists we may in our absolute discretion without notice and at any time take one or more of the following steps:

一旦认定某一事件为不可抗拒的事件,我们可能将在不告知客户的情况下,慎重采取下列一到多步措施:

- Increase your deposit requirements;

提高您的存款准备金;

- Close any or all of your open Contracts at such closing level as we reasonably believe to be appropriate;

在合理情况下,我们会终止您的一个或所有已开立交易合约;

- Suspend or modify the application of all or any of the terms of this agreement to the extent that the Force Majeure Event makes it impossible or impractical for us to comply with the term or terms in question;

本条款的终止或调整,或是不可抗拒的事件导致我们无法正常或完全无法履行该条款的相关内容;

- Alter the last time for trading for a particular Contract;

由于特定条款而该改变最后交易时间;

- Take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to our position, your position and the positions of the other customers.

处于对我们的,您的和其他客户利益的考虑,其它包括在上述情况或不在上述情况之列的情况,我们将视情况合理而定。

- c. In the event of the above events, GEFI shall not be liable to the Client for any claims, losses, damage, costs and expenses, including lawyers' fees, arising directly or indirectly out of such events.

倘若出现上述事件,GEFI将不承担由此事件产生的索赔、损失、损毁、花销,包括律师费在内的费用。

20. ENTRY INTO FORCE 条款生效

- a. This Agreement shall not be deemed accepted by GEFI and shall not become a binding contract

between the Client and GEFI until the Agreement and the Customer Account Application, including all relevant annexes, have been completed and executed by the Client and received and accepted by GEFI, a notice whereof shall be given to the Customer.

这份协议书，只有在收到全部客户的开户资料并通过审核后，才能正式生效。GEFI 将会及时跟您确认。

21. RISK WARNING & DISCLAIMER 风险警告及免责声明

- a. The facilities we provide are available only to experienced investors with sufficient financial resources to trade in our investment products. The following statements are intended to make you aware of and disclose to you the potential risk and loss in respect to the trading on the financial markets. You must familiarize yourself with the nature of CFD trading, the terminology used and the procedures involved before you enter into any contract. Our rolling spot contracts and CFDs are based on highly leveraged margin trading; as with any derivative instrument, such contracts carry a very high degree of risk and trading such instruments may expose the investor to substantial losses as well as gains. The gearing and leverage that is obtainable with CFD trading means that you only need to place a small deposit to commence trading with us although this small deposit may result in large losses or large gains. You must consider that if the market moves against you, you may sustain a total loss greater than the funds deposited. It is your responsibility to ensure that you are fully aware all these risks before enter into any contract.

我们只接受有一定投资经验和财务状况良好的客户。以下声明列出了您在金融市场投资时可能面临的潜在风险和亏损。在做任何买卖前您必须了解差价合约的交易性质。我司的现货及差价合约均以高杠杆保证金为基础；正如任何衍生投资工具，该等合约涉及较高风险。您必须了解，使用该投资工具可能令您遭受巨额亏损或获得巨大回报。

- b. If you have any questions about this Agreement or the nature and suitability of the services we provide, please contact us before commencing any activity on your account. We will assume that, on commencement of business, you are satisfied that all terms relating to your facility with us have been fully understood and accepted by you. We will assess your application from the information available to us and in particular the responses you have given in completing the Customer Information Sheet; if you are accepted as a customer it will be on such a basis. Accordingly, we will classify you as a private customer. You should not proceed with this arrangement unless you have carefully considered that it is appropriate for you and are satisfied with these terms. Investors should note that to protect their interests, we may set zero stop orders where no client order has been placed to minimize losses. In this event, clients cannot lose more than their initial commitment.

若您对此协议及我们提供的服务有任何疑问和建议，请在开设账户之前与我们联系，否则视为您接受该协议。我司相信本页所作之陈述及所发表之观点准确无误。在可能的范围内，GEFI 并不就该等陈述及观点所出现的任何错误或遗漏承担任何责任。

22. CONFLICTS OF INTEREST 利益冲突

We provide herewith a summary of the policy we maintain in order to manage conflicts of interest in respect of the duties we owe to our clients.

本着对客户负责的态度，我们制定该条款，用来处理利益冲突事件。我们努力建立、维系和运用有效的行政管理模式来最大化地、合理地解决利益冲突，努力避免因利益冲突而给我们客户造成不必要的物质损失。

a. GENERAL 基本信息

A conflict of interest can arise between GEFI and you as a client or between your interests and those of another client of ours. We aim to establish and maintain and operate effective organizational and

administrative arrangements with a view to talking all reasonable steps to prevent conflicts of interest from constituting or giving rise to a material risk of damage to the interests of our clients.

对于 GEFI 与客户或者您与其他客户之间的利益冲突，我司会建立巩固一套可以高效运作的管理系统，通过一切合理可行的措施预防因利益冲突对客户利益造成实际伤害。

b. OUR POLICY 政策概述

We aim to keep a record of the kinds of activity we carry on in which a material conflict could arise or has arisen, and, in doing so we take account of the activities of other members of our group of companies. We also maintain procedures to maintain appropriate independence between members of our staff who are involved in different activities, for example, through the operation of information barriers, the segregation of duties and responsibilities and maintenance of a policy of independence which requires our staff, when providing services to a client, to act in the best interests of the client and to disregard any conflicts of interest; and, in some circumstances declining to act for a client or potential client.

我们会对预知的或已发生的物质冲突事件进行记录，并对参与此事件的其他员工的活动进行记录。此类事件中，我们也会采取措施确保参与其中的员工之间独立行事，例如信息隔离、职责分割等。我们也会确保一项条款的独立性，用来约束员工行为，确保他们在为客户提供服务时，从客户的利益出发，不受利益纠纷的影响。某些情况下，我们也会不干预客户或潜在客户的行为。

c. DISCLOSURE: GENERAL 信息披露概述

Where our arrangements to manage conflicts are not or cannot be sufficient to be reasonably confident that risks of damage to a client's interest will be prevented we aim to disclose the general nature and/or sources of conflicts before carrying on business for the client. This is to allow the client to consider whether to ask for more information and whether to continue with the service; we do not aim to provide detailed, highly specific or comprehensive information.

在同客户开展业务前，我们一直努力避免可能损害客户利益的因素和诱因。然而，我们并不能保证完全避免此种事情的发生，并且对于发生利益冲突后的处理办法，也无法完全保证它的有效性。在这种情况下，客户可以要求了解更多信息，决定是否继续交易服务。

d. GIFT AND HOSPITALITY 赠品和友好接待

We do not prohibit our staff from receiving small gifts and minor hospitality from other parties with which we do business but only where in the opinion of a director or senior manager it is at a level that is not lavish or excessive and only where it will not impair our duty to act in the best interests of our clients or other legal or regulatory obligations.

在合理范围内，我们允许员工接受交易伙伴方的小份礼品和友好接待。这里指的合理范围包括：在董事会或高级主管允许的行为范围内的，不对我们履行保护客户利益职责构成威胁的，在法律法规或监管条例内的收受行为。

23. PRIVACY POLICY 隐私条款

a. The Privacy Policy explains how GEFI collects personal information and then maintains uses and discloses that information. It also provides some detail about Client's rights. GEFI Privacy Policy Statement will be reviewed from time to time to take account of new laws and technology, changes to our operations and practices and to make sure it remains appropriate to the changing environment. Any information we hold will be governed by the most current GEFI Privacy Policy Statement.

我们一直会在实际操作中检验，并不断吸收新的法律条款和新技术来改进个人隐私条款，以使这一条款适应不断变化着的环境。我们所获取的任何信息都受 GEFI 的最新个人隐私条款制约。

b. Why does GEFI collect personal information? 为什么我们要收集个人信息？

Our business is to meet our customers' needs for a range of financial services. To do this effectively, we need to collect certain personal information.

我们的业务是为客户提供一系列的金融服务。为了更好的做到这一点，我们需要收集特定的个人信息。

c. What kind of personal information do we ask for? 我们一般需要什么个人信息?

The type of personal information we may collect can include (but is not limited to) name, address, date of birth, contact details, income, assets and liabilities, account balances, trading statements, tax and financial statements and employment details. We obtain most of the information directly from our customers through application or other forms, and from maintaining records of information provided in the course of ongoing customer service. We may also obtain information from other sources. We may ask for other information voluntarily from time to time (for example, through market research, surveys or special offers) to enable us to improve our service or consider the wider needs of our customers or potential customers. If you choose not to provide the information we need to fulfill your request for a specific product or service, we may not be able to provide you with the requested product or service.

我们所收集的个人信息一般但并不限于您的姓名、住址、出生日期、联系方式、收入、资金及负债、账户收支、交易声明、缴税及财政声明和职业资料等。客户的大部分信息我们是通过申请表和其他表格获取的，也有经在线客户服务系统中保留的信息取得的。我们也可能会通过其它渠道获取信息。为提高服务水平，为客户提供更全面的服务和发掘潜在客户，我们会不定期向客户索取其它信息（如：市场调研或特殊要求）。如果您需要一种特定产品或服务时，选择不提供我们所需的信息，我们可能无法提供给您该特定产品或服务。

d. How do we use this information and who may we disclose it to? 我们如何使用这些信息，会将信息提供给哪些机构和个人?

While we may send you marketing material from time to time that we think will be useful to you, we are conscious of the need to respect your privacy. Unless you are informed otherwise, the personal information we hold is used for establishing and managing your account, reviewing your ongoing needs, enhancing customer service and products and giving you ongoing information or opportunities that we believe may be relevant to you. Depending on the product or service concerned and particular restrictions on sensitive information, this means that personal information may be disclosed to:

我们会不定期挑选有用的市场信息发送给您，并尊重您的个人隐私。通常情况下，我们会依据掌握的私人信息来为您建立和管理账户，了解您的当前所需，提升客户服务水平，提高产品质量，并将可能与您有关的即时信息或机会提供给您。根据您所关注的产品或服务 and 特定敏感信息限制，我们可能会将个人信息告知给：

- Service providers and specialist advisers to GEFI that have been contracted to provide GEFI with administrative, financial, insurance, research or other services
- a) 为 GEFI 提供管理、金融、保险、研究和其他方面服务的服务提供商和特约顾问
- Credit providers, courts, tribunals and regulatory authorities as agreed or authorized by law
- 法律规定设立的信用提供商、法院、法庭和监管机构
- Credit reporting or reference agencies
- 个人信用报告或查询机构
- Anyone authorized by an individual, as specified by that individual or the contract
- 个人指定或按合同规定委托的代理人

e. How do we store personal information? 我们是如何保存个人信息的?

Safeguarding the privacy of your information is important to us, whether you interact with us personally, by phone, mail, over the internet or other electronic medium. We hold personal information in a combination of secure computer storage facilities and paper-based files and other records, and

take steps to protect the personal information we hold from misuse, loss, unauthorized access, modification or disclosure. We may need to maintain records for a significant period of time. However, when we consider information is no longer needed, we will remove any details that will identify you or we will securely destroy the records.

您直接通过电话、邮件、互联网或其他方式与我们联系，我们会严密保护您的信息，这对我们来说至关重要。我们会将个人信息输入拥有多重安全保障的计算机加以保存，并保留书面文件和其他记录。我们会积极努力，避免个人信息的误用、丢失、盗用、篡改或泄露。我们可能需要将信息保留一段时间。但是，在确认信息没有价值后，我们会删除可能透露您身份的信息细节或安全处理该信息。

24. DECLARATION OF ACCEPTANCE 接受宣言

- a. Investment Terms & Conditions in full and hereby consent to be bound by all terms contained therein. I declare that the information contained in this Account Opening Documentation is true and accurate and certify that the electronic signature is genuine and that copies of the verification of identity documents forwarded are true copies of the original.

我已经超过 18 周岁，了解金融及相关交易的风险性。该协议所提供之信息真实无误。我已经阅读、理解并接受风险免责声明和 GEFI 条款的全部内容。我会依照以上内容进行交易。我在此声明，开户文件中的信息真实无误，并保证电子签名真实有效，我确认所提供的个人资料证明文件电子版或传真，是忠于原件的文件副本。

To have read, understood and agreed to the Customer Agreement and all its contents.

本人已阅读，明白及接受上述所有规定

Customer Signature 客户签名

Corporate Sign 公司签章

.....

.....

Date 日期

ONLINE TRADING AGREEMENT 在线交易协议

This Agreement sets forth the terms and conditions under which GEFI shall permit you as our client to have access to one or more terminals, including terminal access through your internet browser, for the electronic transmission of orders and/or transactions, for your accounts with GEFI. This Agreement also sets forth the terms and conditions under which GEFI shall permit you electronically to monitor the activity, orders and/or transactions in your account (collectively, the "Online Service"). For purposes of this Agreement the term "Online Service" includes all software and communications links and in consideration thereof, Client agrees to the following:

本协议条款是经吉汇时代有限公司签署的条款。签署协议的客户可以使用一个或多个客户终端进行交易。该协议所指之“在线交易服务”应包含所有的软件和通讯设施接入，协议客户须同意如下事项：

1. LICENCE GRANT AND RIGHT OF USE 许可证的颁发和使用权

- a. By this Agreement, where GEFI is supplying the Client with software for use with the Online Service, the Client undertakes to use the software solely for his/her own internal business purposes. Neither the software nor the Online Service may be used to provide third party training or as a service bureau for any third parties. The Client agrees to use the Online Service and the software strictly in accordance with the terms and conditions of GEFI Account Opening Documentation, as amended from time to time. The Client also agrees to be bound by any rules, procedures and conditions established by GEFI concerning the use of the Online Service provided by GEFI.

依此协议，GEFI 提供给客户用来进行在线交易服务的软件，只能用来进行内部交易。该软件和网上交易服务系统不得提供给任何第三方使用。客户应在本客户协议书（会按需要不断更新）规定的范围内使用该软件或系统，并遵守 GEFI 关于在线交易服务所制定的任何条例、程序和政策。

2. ACCESSES AND SECURITY 使用权限和安全规定

- a. The Online Service may be used to transmit, receive and confirm execution of orders, subject to prevailing market conditions and applicable rules and regulations. GEFI consent to Client's access and use in reliance upon his/her having adopted procedures to prevent unauthorized access to and use of the Online Service, and in any event, the Client agrees to any financial liability for trades executed through the Online Service. The Client acknowledges, represents and warrants that:

在线交易服务系统可能被用于传输、接收和确认订单的执行情况，受现行市场情况和条款、条例影响。GEFI 给予客户系统使用权，并积极采取措施阻止不明身份者登录和使用在线交易服务系统，保障客户交易安全。协议客户须同意以下规定：

- He / She has received a number, code or other sequence, which provides access to the Online Service ("the Password");
客户开户成功后即收到登录交易系统的登入账号和密码；
- He / She is the sole and exclusive owner of the Password;
客户是该密码的唯一持有人；
- He / She is the sole and exclusive owner of any identification number or login number ("the Login");
客户是登入账号的唯一持有人；
- He / She accepts full responsibility for use and protections of the Password and the Login as well as for any transaction occurring in an account opened, held or accessed through the Login and/or Password.

客户对密码和登入账号的使用和安全负责。

- b. The Client accepts responsibility for the monitoring of his/her account(s). The Client will immediately notify GEFI in writing if He / She becomes aware of any of the following:

如发生以下情况，客户需及时以书面形式告知 GEFI:

- Any loss, theft or unauthorized use of his/her Password(s), Login and/or account number(s);
客户个人密码、登入账号或其他有关的账户密码的丢失、被盗、盗用等
- Any failure by him/her to receive a message indicating that an order was received and/or executed;
能收到交易指令被执行的信息等
- Any failure by him/her to receive an accurate confirmation of an execution;
未能收到交易操作的确认;
- Any receipt of confirmation of an order and/or execution, which he/she did not place;
客户没有发出指令，却收到某一指令的执行或确认;
- Any inaccurate information in his/her account balances, positions, or transaction history.
客户账户内的存款取款或交易情况出现错误。

3. RISKS OF ONLINE TRADING 在线交易风险

- a. The Client's access to the Online Service, or any portion thereof, may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades or other reasons. GEFI makes no express or implied representations or warranties to the Client regarding the usability, condition or operation thereof. GEFI does not warrant that access to or use of the Online Service will be uninterrupted or error free or that the Online Service will meet any particular criteria of performance or quality.

在用户申请高峰、市场剧烈震荡、系统升级或其他情况下，客户登入使用在线交易服务系统可能会受限制或无法登入。鉴于此，GEFI 可能无法给予客户在使用操作该系统方面以明确的解释、答复或承诺。GEFI 不能保证在线交易服务系统在特殊情况下时刻正常运行，不受干扰。

- b. Since GEFI does not control signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failure, distortions or delays when trading online via internet.

由于 GEFI 无法控制信号传输强弱、网上信息接收、传输路径以及您的设备配置和其连接的稳定性，当客户使用在线交易时，可能会出现通信失败，失真或延迟等情况。在此情况下，GEFI 不承担任何责任。

- c. Under no circumstances including negligence, shall GEFI or anyone else involved in creating, producing, delivering or managing the Online Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Online Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.

由于使用或无法使用在线交易服务系统，造成的任何直接的、间接的、偶然的、特殊的一切损失，GEFI 和其他任何参与创建、构造、传播或管理在线交易服务平台的个人或组织将不负任何责任。

- d. The Client expressly agreed that his/her use of the Online Service is of his/her sole risk. The Client assumes full responsibility and risk of loss resulting from use of, or materials obtained through the Online Service. Neither GEFI or other suppliers providing data, information, or services, warrant that the Online Service will be uninterrupted or error free; nor does GEFI make any warranty as to the results that may be obtained from the use of the Online Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service, or transaction provided

through the Online Service.

客户须同意使用在线交易系统进行交易是存在风险的，且风险要由客户自己来承担。客户要对使用在线交易服务，或是利用在线交易服务系统获取材料时的损失风险负全责。GEFI 和提供数据、信息服务的供应商，都不承诺在线交易服务系统不会中断或出现信息错误。GEFI 也不能担保使用在线交易服务系统所提供的信息、服务、交易的时效性、序列性、准确性、完整性、可靠性。

4. MARKET DATA AND INFORMATION 市场数据和信息

a. Neither GEFI nor any provider shall be liable in any way to the Client or to any other person for:

GEFI 和其他任何服务提供商在以下情况下，均不对客户和其他用户负责：

- Any inaccuracy, error or delay in, or omission of any such data, information or message or the transmission or delivery of any such data, information or message;
任何错误、篡改、疏漏数据、信息、消息的出现或传输等；
- Any loss or damage arising from or occasioned by any such inaccuracy, error, delay, omission, non performance, interruption in any such data, information or message, due either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within GEFI or any provider's control. GEFI shall not be deemed to have received any order or communication transmitted electronically by the Client until GEFI has actual knowledge of such order or communication. Additionally, if a client executed a trade at a price which at the time the trade was executed was wrong and/or delayed from the actual market price then GEFI may cancel that trade from the Client's account and GEFI shall remain harmless of any damages or costs arising thereof.

由于疏忽，不可抗力事件或其他不在 GEFI 控制范围的事件，出现数据、信息或消息的错误、篡改、遗漏、未做处理和传输中断情况而造成损失和破坏。GEFI 不承认收到客户经电子传输的任何订单，除非 GEFI 已经将这次订单的确认通过电子通讯发给客户。此外，如果发现某客户以同市场价格不符的价格进行交易，GEFI 可能会从客户账户取消该笔交易，GEFI 对取消该笔错价交易所带来给客户的可能费用或盈亏不负责任。

5. REPRESENTATIONS 陈述

a. The Client acknowledges that from time to time, and for any reason, the Online Service may not be operational or otherwise unavailable for his/her use due to servicing, hardware malfunction, software defect, service or transmission interruption or other cause, and he/she agrees to hold GEFI and any provider harmless from liability of any damage which results from the unavailability of the Online Service. The Client acknowledges that he/she has alternative arrangements, which will remain in place for the transmission and execution of his/her orders, in the event, for any reason, circumstances prevent the transmission and execution of all, or any portion of his/her orders through the Online Service.

客户需承认，由于维修、硬件故障、软件缺陷、服务或传输中断等原因，在线交易服务系统可能无法正常操作或停止服务。在此情况下，客户承认 GEFI 和任何其他服务提供商不承担责任。客户承认，已获得并了解另外的通讯安排，当在线交易服务系统或网上通讯无法正常传输信息及操作时，能够维持交易。

b. The Client represents and warrants that he/she is fully authorized to enter into this Agreement and under no legal disability which prevents him/her from trading, and that he/she shall remain in compliance with all laws, rules and regulations applicable to his/her business. The Client agrees that he/she is familiar with and will abide by any rules or procedure adopted by GEFI and any provider in connection with use of the Online Service and he/she has provided necessary training in its use. The

Client shall not (and shall not permit any third party) to copy, use, analyze, modify, decompile, disassemble, reverse engineer, translate or convert or convert any software provided to him/her in connection with use of the Online Service or distribute the software or the Online Service to any other third party.

根据该协议规定，即使在无法正常交易的情况下，客户承认并保证遵守所有的法律、法规和规章。委托人熟悉并会遵守 GEFI 的任何规则或程序，GEFI 和服务供应商在使用网上服务方面向客户提供了必要的培训。客户不得（也不能允许任何第三方）复制、使用、分析、修改、反编译、破解、逆向编码、翻译或转换成任何软件用于网上，或者将软件和在线交易服务系统分发给任何第三方使用。

6. TERMINATION 终止

- a. GEFI may, in its sole discretion, terminate or restrict the Client's access to the Online Service and may terminate this Agreement at any time. Upon termination, any software license granted to the Client herein shall automatically terminate.

GEFI 有权根据具体情况终止或限制客户登入在线交易服务系统，也会随时终止该协议。一旦终止，客户所获得的许可将自动废止。

7. MISCELLANEOUS 其他约定

- a. The Client may not amend the terms of this Agreement. GEFI may amend the terms of this Agreement upon notice to the Client (including electronic delivery). By continued access to and use of the Online Service, the Client agrees to any such amendments to this Agreement. This Agreement is supplemental to the customer Agreement.

GEFI 按需要修正该在线交易协议，并会告知客户（包括通过电子传输方式），客户不能对该协议进行修正。客户登陆使用在线服务时，须遵守该协议的修正内容。该协议是客户协议的补充条款。

To have read, understood and agreed to the Customer Agreement and all its contents.

本人已阅读，明白及接受上述所有规定

Customer Signature 客户签名

Corporate Sign 公司签章

.....

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Date 日期

APPLICATION FORM 客户登记表

1. PERSONAL DETAILS 个人资料			
Surname 姓氏	Forename 名称	Mr./Ms. 先生/女士	Date of Birth 生日
Passport or ID No. 护照或身份证号码		Issuing Country/Area 签发国家/地区	
Telephone 电话	Fax 传真号码	Mobile 手机号码	E-mail 电邮地址
Address 住址			
2. EMPLOYMENT DETAILS 职业资料			
<input type="checkbox"/> Employed 就业	<input type="checkbox"/> Unemployed 失业	<input type="checkbox"/> Self-Employed 自雇	<input type="checkbox"/> Retired 退休
<p>If Unemployed, please review "High Risk Investment Notice". 如果失业，请阅读“高风险投资告鉴”。</p> <p>If Unemployed or Retired, please indicate previous Nature of Business and Occupation. 如果阁下失业或退休，请注明前一份工作的业务性质和职业。</p>			
Name of Current Employer 雇主名称		Nature of Business 业务性质	
Position 职位		Years with Current Employer 年期	
Business Telephone 公司电话号码		Business Fax 公司传真号码	
Business Address 公司地址			
3. FINANCIAL INFORMATION 财务状况			
Annual Income 年收入	Net Worth 资产净值	Liquid Assets 流动资产	Risk Capital 可承担风险资本
<p>If you've ever declared bankruptcy, please provide date and details. 如果你曾经宣布破产，请提供日期和详情。</p>			

4. TRADING EXPERIENCE 投资经验			
	1-3 Years 1-3 年	3-5 Years 3-5 年	Above 5 Years 5 年以上
Futures & Options 期货及期权			
Bonds & Shares 债券及股票			
Forex 外汇			
Metals 贵金属			
5. BANKING INFORMATION 往来银行资料			
Bank Name 银行名称	Account Number 账户号码	Beneficiary 收款人	SWIFT / IBAN SWIFT / IBAN 码
Bank Address and Bank Branch 银行地址与支行名称			
6. ACCOUNT INFORMATION 账户资料			
Open A/C Type 账户类别		Introducer Broker No. 介绍经纪商编号	
Others 其它			

The undersigned hereby attest(s) and certifies to be a sophisticated financial institution and/or sophisticated participant and attest(s) the above information is complete and accurate. The undersigned hereby authorize(s) GEFI TIME to verify any or all of the foregoing information.
本人担保所填写数据属实无误，GEFI TIME 有权利验证上述信息的真实性。

Customer Signature 客户签名

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Date 日期