

客戶號碼 Client No: _____

客戶名稱 Client Name: _____

客戶主任編號 AE Code: _____



利泰豐國際發展有限公司

Legend Crown International Development Limited

已獲證券及期貨事務監察委員會發出持牌法團的牌照

Licensed Corporation licensed by the Securities and Future Commission

CE No: AVW468

期貨客戶協議書

Futures Client Account Agreement

(Futures)

(公司客戶 Corporate Client)

地址: 香港干諾道中 168 號信德中心西翼 37 樓 3703-4 室

Address: Unit 3&4, 37/F., West Tower, Shun Tak Centre, 168 Connaught Road Central, Hong Kong.

Account Number 客戶號碼		Date Opened 開戶日期	
Name of Account 戶口名稱			
English 英文 :		Chinese 中文 :	
SPECIMEN AUTHORISED SIGNATURE(S) 授權簽署式樣			
1. X Name: () ID/Passport No.:		2. Name: () ID/Passport No.:	
3. Name: () ID/Passport No.:		4. Name: () ID/Passport No.:	
SIGNING INSTRUCTION 簽署規則		FOR OFFICE USE ONLY 公司專用	
Any _____ of the above signature(s)/together with the company chop will be effective. 上列 _____ 式, 憑任何 _____ 式簽署/連同印章始為有效。 (Cross out blanks spaces請將不用之簽署式樣空格刪去)		OPENED BY 經辦 :	APPROVED BY 核准 :

I/We, the undersigned, give above hereof the specimen signature(s) of the person(s) who is/are duly authorized by me/us to operate with your company.
I/We further agree that all letters and documents with such signature(s) added thereon shall be good and valid and binding upon me/us in all matters thereto.
茲將本人 / 吾等授權處理戶口往來及簽發一切有關文件人員之簽字式樣登錄於上。所有簽署若與上述之簽章式樣相符, 均屬有效, 由本人 / 吾等負責, 決無異議。

X _____ X
CLIENT SIGNATURE(S) 客戶簽署

董事資料

Particulars of Director(s)

姓名	地址
Name	Address

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股東資料

Particulars of Shareholder(s)

姓名	地址
Name	Address

--	--

最終權益擁有人

Ultimate Beneficiary

戶口最終權益擁有的人士為：

The ultimate beneficiary owner(s) of the account is /are:-

姓名	地址	香港身份證或護照號碼	電話
Name	Address	I.D. / Passport No.	Tel. No.

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閣下，或任何此戶口最終權益擁有人，或任何此戶口的獲授權人士，是否香港證監及期貨事務監察委員會（證監會）的持牌人士，或任何持牌機構之董事或僱員

Are you, or is any of the above ultimate beneficial owner(s), or any of the above Authorized Persons, a Licensed Person, or a director or an employee of a company registered with the Securities and Futures Commission (SFC) of Hong Kong?

No Yes, 持牌人士名稱
 Name of the Licensed Person _____

請提供閣下僱主的書面同意書。
 Please provide a written consent from your employer

FOR OFFICE USE ONLY 公司專用

Trade Limit: _____ Interest Rate: _____ Brokerage: _____

Account Officer: _____ Approved by: _____ Date: _____

Date : _____

Legend Crown International Development Limited
Unit 3&4, 37/F., West Tower, Shun Tak Centre,
168 Connaught Road Central,
Hong Kong

Dear Sir,

Re: Letter of Guarantee

In consideration of you having agreed at my/our request and at the request of _____ (the "client") to grant trading and credit facilities or make or issue or extend financial accommodation (the "Facilities") to the Futures Trading Account of the client maintained with you to such extend and upon and subject to such terms and conditions as shall be stipulated by you, I/We _____ hereby irrevocably and unconditionally undertake and guarantee to you as follows:

1. the prompt and punctual payment to you by the client of all sums of monies whether of principal, interest or otherwise, due and payable on demand by you on the facilities extended;
2. if default shall be made by the client in payment of any or all of the monies owed to you by the client or if there shall be any breach of the said covenants and conditions, I/we, as guarantor and not merely as surety, hereby undertake to pay to you on demand any and all of the monies owed and all other expenses and costs including but not limited to the interests and legal expenses and costs for enforcing this security;
3. I/we will keep you fully indemnified against all losses damages cost and expenses or otherwise which may incurred by you as a result of default being made by the client;

This Guarantee shall be a continuing guarantee and my/our obligations shall not be discharged or-released until the whole of the monies shall have been paid in full notwithstanding any rule of law or equity to the contrary.

Yours faithfully,

Guarantor's Name :

HK ID Number :

CERTIFIED COPY OF RESOLUTION

Company Name : _____

Registered Office : _____

To : LEGEND CROWN INTERNATIONAL DEVELOPMENT LIMITED

At a Meeting of Board of Directors of the _____ (the "Company") held on _____ the following resolutions were passed and are now in full force and effect:-

1. That a futures trading account ("Account") be opened with Legend Crown International Development Limited (the "Broker") in the name of the Company and additional Account may be opened and maintained in the books of the Broker in the name of the Company from time to time for the purpose of trading in Futures subject to the terms and conditions in the Futures Client's Agreement ("Agreement"), a copy of which was produced at the Meeting. Terms and conditions used in the Agreement shall have the same meaning when used in these Resolutions.
2. That each of the Authorized Persons referred to in the Schedule hereto be and is hereby authorized to have full authority to represent the Company in all matters in relation to all dealings with the Broker and to sign for and on behalf of the Company in accordance with the signing instructions specified in the Schedule hereto.
3. That the Agreement in the form produced to the Meeting is hereby approved and each of the Authorized Persons be and is hereby authorized to sign the Agreement on behalf of the Company.
4. That the Broker be instructed to honor and comply with all directions and instructions given for or in respect of the Account and any other accounts of any kind whatsoever on behalf of the Company provided that such directions, if verbal, are given by any of the Authorized Persons and, if written, are signed in accordance with the signing instructions specified in the Schedule hereto.
5. That the Broker be authorized to debit the Account for any brokerage, commission, fee or expense payable by the Company pursuant to the Agreement.
6. That the Broker be furnished with a list of names, addresses and specimen signatures of the Directors and any other persons authorized to sign for and on behalf of the Company in its dealings with the Broker and that the Broker be informed from time to time by notice in writing under the hand of the Chairman of the Company setting out any change of the persons so authorized and that the Broker be entitled to act and rely upon the list or such notice until receipt by the Broker of such further notice.
7. That in the absence of any direction to the contrary all Account subsequently opened shall be operated and dealt with upon the terms set out herein insofar as the same may be applicable.
8. That the Broker be forthwith supplied with a copy of the Certificate of Incorporation, Business Registration Certificate and Memorandum and Articles of Association of the Company and with copies of any amending special resolutions that may from time to time be passed and as soon as the same are passed.
9. That a copy of any resolution of the Board of the Company purporting to be certified as correct by the Chairman of the Meeting shall as between the Broker and the Company be conclusive evidence of the passing of the resolution so certified.
10. That the resolutions of this meeting be communicated to the Broker and shall remain in full force and effect until an amending resolution shall be passed by the Board of Directors of the Company and a copy thereof certified by the Chairman of the Meeting shall be communicated to and received by the Broker.

I hereby certify the foregoing to be true copies of Resolutions as entered in the Minute Book of the Company passed at a meeting of the Board of Directors of the Company (at which the necessary quorum was present) held on the date first above written of which meeting due notice was given to every person entitled to receive the same.

I further certify that the names of the Authorized Persons required operating the Account on behalf of the Company and their specimen signatures, as supplied to the Broker, are correct and genuine.

Dated _____

Chairman of meeting
Name
ID.No:

Client Account Agreement

This AGREEMENT is made on the _____ day of, _____ between Legend Crown International Development Limited, Unit 3&4, 37/F., West Tower, Shun Tak Centre, 168 Connaught Road Central, Hong Kong (hereinafter referred to as the LC) of the one part and the party whose name, address and description are set out in the Schedule hereto (where the context permit is hereinafter collectively called "the Client") of the other part.

WHEREAS :

- (1) The Client is desirous of opening one or more accounts with LC as the Client may decide from time to time for the purchase or sale of commodities and securities of all kinds and forms (e.g. futures, options, cash, etc.);
- (2) LC agrees that it will from time to time at the request of the Client and at its sole discretion allow the Client to open one or more accounts with it and accept and maintain such account or accounts to be designated by name(s), number(s) or otherwise, and will act as broker(s) (except as principal(s) on occasions specified in this agreement) for the Client in the purchase or sale of commodities and securities of all kinds and forms (e.g. futures, options, cash, etc.).

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. (a) This agreement sets out the terms and conditions to which the Client is subject upon the Client opening an account or accounts with the LC.
 - (b) "The Client" wherever used shall in the case where the client(s) is /are individual(s) include the client(s) and his /their respective executors and administrators and in the case where the client is a sole proprietorship firm include the sole proprietor and his executors and administrators and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time when the client's said account or accounts are being maintained and their respective executors and administrators and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and where the client is a company include such company and its successors.
 - (c) "commodities" mentioned herein shall include but not be limited to gold, silver or other physical commodities, monies foreign currencies, currency options, foreign exchange contracts, commodity forward or future contracts, commodity options, currency futures or forward contracts, financial futures and options, and contracts for the future delivery of, or otherwise relating to commodities, foreign currencies or securities, and options on them.
 - (d) "LC" shall mean such of Legend Crown International Development Limited. as the Client may from time to time open or maintain account(s) with, and its /their successor(s) in title and assign(s)
2. (a) All transactions shall be subject to the constitution, rules, regulations, customs, usage, rulings and interpretations, from time to time existing or in force of the exchange or other market (and of their respective clearing house, if any), where the transactions are executed by LC or the agents of LC. All transactions under this agreement shall also be subject to any law, rule or regulation then applicable thereto, including but not by way of limitation, the provisions of the Securities and Futures Commission and any subsidiary legislation made thereunder (together "the Ordinances"), and the Commodity Exchange Act of the Federal Laws of the U.S.A., as amended from time to time, and the rules and regulations thereunder. Orders are to be received and executed with the understanding that the Client will be required to take or make delivery of the commodity unless the Client as initial position is liquidated. It is expressly understood that unless otherwise disclosed herein or to the Client in writing in the usual manner of LC, LC is acting solely as broker as to any transactions made with LC by the Client. LC shall have no obligation to provide the Client with information with respect to any position of the Client and (except as directed by the Client) no obligation to but shall have the right at the discretion of LC to close any position in any account LC may carry on behalf of the Client. Save as aforesaid, LC shall have the right (in the absolute discretion of LC, and without assigning any reason therefore) to refuse to act for the Client in any particular transaction.
 - (b) Transactions related to the Hong Kong Futures Exchange Limited (the "HK Exchange") Contracts shall be subject to the Rules, Regulations and Procedures of the HK Exchange and that such Rules of the HK Exchange contain provisions requiring the LC, upon the request of the HK Exchange or the Securities and Futures Commission or any other body which assumes in whole or in part the powers and functions of the Securities and Futures Commission (the "Commission"), and has jurisdiction over the HK Exchange under the Securities and Futures Commission, to disclose the name, beneficial identity and such other information concerning the Client as the HK Exchange or the Commission may require in order for the LC to comply with such Rules, Regulations, Procedures and the Ordinances and that in the event the LC fails to comply with the disclosure requirement under Rule 606(a) or 613(a) of the Rules of the HK Exchange, the Chief Executive of the HK Exchange may require the closing out of positions on behalf of the Client or the imposition of a margin surcharge on the positions of the Client-If the Client wishes to have F. O. Business executed in _____ markets other than those operated by the HK Exchange, in respect of transactions related to such F. O. Business, Such transactions will be subject to the rules and regulations of those markets and not the rules and regulations of the HK Exchange, with the result that the Client may have a markedly different level and type of protection in relation to those transactions as compared to the level and type of protection afforded by the Rules, Regulations and Procedures of the HK Exchange.
 - (c) LC may, whenever LC considers it necessary, sell any securities or commodities belonging to the Client or in which the Client has an interest, cancel any open orders for the purchases and sale of any securities or commodities, with or without notice to the Client, and LC may borrow or buy any securities or commodities required to make delivery against any sale, including a short sale effected for the Client-Such sale or purchase may be public or private and may be made without advertising or notice to the Client and in such manner as LC may in the discretion of LC determine, and no demands, tenders or notices which LC makes

or gives shall invalidate the Client's aforesaid waiver. At any such sale LC may purchase the securities or commodities free of any right or redemption and the Client agrees that in respect of any such sale LC shall have no liability for any loss thereby incurred and without prejudice to the generality of the foregoing the Client will not make any claim against LC concerning the manner of sale or timing thereof. The proceeds of such transactions are to be applied to reduce the indebtedness owing to LC, if any.

- (d) To the extent that the LC enters into a transaction for NYMEX Contracts on NYMEX ACCESS for the account of the Client:
- (i) the transaction shall be subject to the NYMEX Rules; and
 - (ii) if the client is dealing in NYMEX Contracts for the benefit of another person, the Client shall ensure that in its agreement with that other person there shall be a provision to the effect of this sub-paragraph (i) and sub-paragraph.
- (e) The Client agrees that the Client shall be liable for all losses whether or not the account is liquidated and for any debts and deficiencies in the Client's accounts including all debts and deficiencies resulting from a liquidation of the client's account.
3. Without prejudice and in addition to any general lien, right of set-off or similar right to which LC may be entitled by law, all of the Client's interest in any funds, securities, commodities, or other property held by LC for any purpose or carried by LC in any account for the Client (either individually or jointly with others) or which may be in the possession of LC, or in the possession of any associated companies of LC in Hong Kong or in other parts of the world, at any time and for any purpose, including safe-keeping, shall be subject to a first and paramount lien in the favour of LC. LC shall also have the right to sell such property (and LC is authorized to do all such things necessary in connection with such sale) and utilize the proceeds to offset and discharge all of the obligations and liabilities of the Client to LC or to any associated company (whether present or future, actual or contingent and whether incurred solely, several, or jointly as principal or surety, together with interest; commission, charges and any other costs and expenses, including legal costs on a solicitor and client basis, incurred in respect thereof, together the "Obligations and Liabilities"), regardless of whether any other person is interested in or LC has made advances in connection with such property, and irrespective of the number of accounts the Client may carry with LC. LC shall be entitled at any time without notice to combine and/or consolidate all or any of the Client's accounts with LC and the associated companies of LC. In respect of any payments by LC to onset and discharge any Obligations and Liabilities of the Client to any associated company, LC shall not be concerned whether or not such Obligations and Liabilities exist, provided demand has been made on LC by such associated company-without limiting or modifying the general provisions of this Client's Agreement LC is hereby specifically authorized to transfer any sum or sums among the different accounts that the Client has with LC and with any associated company or companies.
4. (a) The Client agrees to maintain such collateral and/or margin as LC may from time to time in the discretion of LC require. The Client also agrees to pay immediately on demand any amount owing with respect to any of the Client's accounts. Against a position in any securities or commodities, prior to the maturity thereof, the Client will give LC instructions to cover or furnish LC with all necessary delivery documents, and in default thereof, LC may without demand or notice cover the liability in the manner deemed most appropriate by LC, or if an order to buy in such contracts cannot be executed under prevailing conditions, LC may take any other action LC shall deem appropriate-The Client understands that the Client will be responsible for all the expenses of LC in connection with the above and that LC will not be liable for any loss that may thereby be incurred.
- (b) LC shall have the right (i) whenever in LC's sole discretion LC shall consider it necessary for the protection of LC, because of margin requirements or otherwise, or, (ii) in the event that a petition in bankruptcy, or a petition for the appointment of a receiver, is filed by or against the Client or, (iii) when an attachment is levied against the account(s) of the Client with LC or, (iv) in the event of the death or judicial declaration of incompetence of the Client, to (a) satisfy any Obligations and Liabilities the Client may have to LC (either directly or by way of guaranty or suretyship) out of any property belonging to the Client in the custody or control of LC (b) sell any or all securities, or commodities long in the Client's account(s), (c) buy any or all securities, or commodities which may be short in such account(s), and, (d) cancel any outstanding orders in order to close the account or accounts of the Client, all without demand for margin or additional margin, notice to the Client, (or the Client's heirs, executors, administrators, legatees, personal representatives or assigns) of sale or purchase or other notice or advertisement and whether or not the ownership interest shall be solely the Client's or jointly with others. Any sale of commodities long in an account or purchase of commodities short in an account may be made according to the judgment of LC and at the discretion of LC either by direct sale or purchase in the same contract month or by according to the judgment of LC and at the discretion of LC on any exchange or other market where such business is then usually transacted. It is understood that, in all cases, a prior demand or call, or prior notice of the time or place of sale or purchase shall not be considered a waiver of the right of LC to sell or to buy without demand or notice as herein provided, that the Client shall at all times be liable for the payment of any debit balance owing in such account(s) with LC upon demand, and that in all cases, the Client shall be liable for any deficiency remaining in such account(s) in the event the liquidation thereof in whole or in part by LC or by the Client-Debit balance(s) in such account(s) shall be charged with interest thereon at **prime rate plus _____%** per calendar month and the Client shall promptly settle, upon demand, all liabilities outstanding to LC, together with all costs of collection (including reasonable legal fees).
5. All margin calls, demands for variation adjustments must be met WITH ONE DAY from the placing of the margin call or demand OR UPON DEMAND by the LC at the LC's sole discretion. The Client understands and agrees that the LC may be required to report to the HK Exchange particulars of all open positions in respect of which two successive margin calls, demands for variation adjustments are not met within the period specified above and that LC may require more margin, variation adjustments than that specified by the HK Exchange and/or its clearing house and may close out open positions in respect of which any margin calls, demands for variation adjustments are not met.
6. In case of the sale of any security, commodity or other property by LC at the direction of the Client and the inability of LC to deliver the same to the purchaser by reason of the Client's failure to supply LC therewith; then, and in such event, the Client gives LC the authorization at its option to borrow any security, commodity, or other property necessary to make delivery thereof, and the client hereby agrees to guarantee and hold LC harmless against any loss which LC may sustain thereby, any premiums which LC may be required to pay, or for any loss which LC may sustain by reason of the inability of LC to borrow the security, commodity, or other property sold.
7. The proper original and variation margin, as determined by LC in the sole discretion of LC, will be maintained by the Client in any

and all accounts the Client may at any time carry with LC. If LC determines that additional margin is required, the Client agrees to deposit with LC such additional margin upon demand, provided, however, notwithstanding any demand for additional margin, LC may at any time proceed in accordance with paragraph 4 above. LC may change margin requirements in the sole discretion of LC and at any time. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to the new position in the contracts affected by such change.

8. LC is hereby authorized to deposit any cash balances in any account(s) of the Client with any such financial institution as LC shall think fit (including with any associated company), provided that the terms of such deposit are no less beneficial than would have been offered by such institution to an unconnected person, and LC (and any such associated company) shall be entitled to retain any benefit resulting from such deposit. The Client shall not be entitled to earn interest from LC in respect of all or any money paid to LC hereunder whether as margins deposits or otherwise.
9. Report, written confirmation, notices, and any other communications may transmitted to the Client (who, in the case of a joint account without nominating a person therefore will be deemed for these purposes to be the Client whose name first appears in the Schedule hereto) at the address, or telephone or telex number given herein, or at such other address or telephone number as the Client hereafter shall notify LC in writing, and all communications so transmitted, whether by mail, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when telephoned or when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not if instructions (given by telephone, telex, facsimile transmission, letter or otherwise) from the Client are believed by LC to be genuine and to be given, signed or executed by any of the person(s) (if any) named in the schedules below, LC will not be held responsible for the consequences of any action or inaction in reliance thereon.
10. Written confirmations for the execution of the Client's orders and statements of the Client's accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated therein (or such other address communicated in writing by LC) within 2 days after transmittal thereof to the Client, by mail or otherwise.
11. In the event that the Client directs LC to enter into any contract on an exchange or other market on which such transactions are effected in a foreign currency (a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Client (b) all initial and subsequent deposits for margin purposes shall be made in such currency in such amounts as LC may, in the sole discretion of LC, require; and (c) when such a contract is liquidated LC shall debit or credit the account of the Client in the currency in which such account is denominated at a rate of exchange (where the relevant contract is denominated in currency other than that of the account) determined by LC in the sole discretion of LC on the basis of the then prevailing money market rates of exchange between such currencies.
12. Liquidating instructions on open futures positions maturing in a current month must be given to LC at least five business days prior to the first notice day in the case of long positions and, in the case of short positions, at least five business days prior to the last trading day. Alternately, sufficient good funds to take delivery or the necessary delivery documents must be delivered to LC within the same period described above. If either instructions, nor good funds, nor documents are received by LC, LC may, without notice, either liquidate the Client's position, or make or receive delivery on behalf of the Client upon such terms and by such methods which LC shall deem to be feasible.
13. All money, approved debt securities, approved securities and other property received by the LC from the Client or from any other person (including the Clearing House of the HK Exchange) for the account of the Client shall be held by the LC as trustee, segregated from the LC's own assets and paid into a Segregated Bank Account or a Segregated Debt Securities Account or a Segregated Securities Account, and that all money, approved debt securities, approved securities or other property so held by the LC shall not form part of the assets of the LC for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of the LC's business or assets.
14. The LC is hereby authorized by the Client to apply any monies, approved debt securities, approved securities or other property which the Client may pay to or deposit with the LC in the manner specified in the Rules of the HK Exchange and, in particular, that the LC may apply such monies, approved debt securities, approved securities or other property in or towards meeting LC's Obligations to any party insofar as such obligations arise in connection with or incidental to F.O. Business contracts transacted by LC on the Client's behalf. Further and specifically, the LC may apply such monies, approved debt securities, approved securities or other property in accordance with the Client's directions under other provisions of this Agreement.
15. The Client acknowledges that in respect of any account of LC maintained with the clearing house of the HK Exchange, whether or not such account is maintained wholly or partly in respect of F.O. Business transacted on behalf of that Client and whether or not money, approved debt securities, approved securities or other property paid or deposited by that Client has been paid to or deposited with the said clearing house, as between the LC and the said clearing house, the LC deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client and monies, approved debt securities, approved securities and other property paid to or deposited with the said clearing house are thereby freed from the trust referred to in clause 13 above.
16. The Client acknowledges that the LC is bound by the Rules of the HK Exchange which permit the HK Exchange or its Chief Executive to take steps to limit the positions or require the closing out of contracts on behalf of such Clients who in the opinion of the HK Exchange or its Chief Executive are accumulating positions which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be (whereas Market means any one of the markets from time to time established and operated by the Exchange pursuant to Rule 201).
17. LC will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond the reasonable control or anticipation of LC. LC may record all telephone conversations to and from the Dealing desks and Marketing desks. All recordings will be used for the purpose of verifying the accuracy of transactions.

18. LC's general fee structure and the Hang Seng Index and Stock Futures contract specifications are as set out in Supplement: Fees and Contract Specifications of the Hang Seng Index Futures, and Supplement: Fees and Contract Specifications for the Stock Futures Contracts. Our margin procedures are that may require more or variation adjustment specified by the Exchange and/or the HKFE Clearing Corporation, and may close out open positions without the Client's consent in respect of which any margin calls and /or demands for variation adjustment are not met on time or specified in such calls and /or demands.
19. Any controversy between LC and the Client shall be settled by arbitration in accordance with the provisions of the arbitration rules of the board of arbitration (if any) of the organized market or board of trade or exchange upon which the transaction giving rise to such controversy was effected or (without limitation to the foregoing) in any other arbitral forum, provided that LC on in the sole discretion of LC, may at any time before the hearing of the arbitration give notice to the Client in writing that LC veto either the arbitral forum or the arbitration of such controversy-The sole obligation of either LC or the Client under any claim in court of law by the other shall be to pay such sum as may be awarded under arbitration pursuant to this clause, except where LC shall have vetoed such arbitration. Any award resulting from such arbitration shall be final, and a judgement upon the award rendered may be entered in any court having jurisdiction.
20. (a) The LC may trade on its own account or on the account of any associated company of the LC, Any director or employee of the LC may trade on his own account.
- (b) The Client consents that, without prior notice from LC, when LC executes sell or buy orders on behalf of the Client, LC, LC's directors, officers, employees, and agents of LC and, any Exchange Participant Representative may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, regulations, customs, usage, rulings, and interpretations then extant or in force of the exchange or other market upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the exchange or other market or other statutory body.
- (c) The LC may, subject to the provisions of the Ordinances and any applicable law, take the opposite position to the Client's order in relation to any Futures Contract and/or Options contract, whether on the LC's own account or for the account of other Clients of the LC, provided that such trade is executed competitively on or through the facilities of the HK Exchange in accordance with the Rules, Regulations, and procedures of the HK Exchange or the facilities of any other commodity, futures or options exchange in accordance with the rules of such other exchange.
- (d) (i) Every HK Exchange contract shall be subject to the charge of a Investor Compensation Fund levy and a levy pursuant to the Securities and Futures commission, the cost of both of which shall be borne by the Client. A description of the remuneration (and the basis for payment) payable by the Client to the LC is contained in the attached Supplement: Fees and Contract Specifications.
- (ii) If the Client suffers pecuniary loss by reason of LC's default, the liability of the Investor Compensation Fund will be restricted to valid claims as provided for in the Ordinances and will be subject to the monetary limits specified in the Ordinances and accordingly there can be no assurance that any pecuniary loss sustained by reason of such a default will necessary be recouped from the Compensation Fund in full, in part or at all.
- (e) The Client acknowledges that the Clearing House of the HK Exchange may do all things necessary to transfer any open positions held by the LC on behalf of the Client and any money and security standing to the credit of the Client's account with the LC to another participant of the HK Exchange in the event that the rights of the LC as an Exchange Participant of the HK Exchange are suspended or revoked.
- (f) The LC declares that the contents of this Agreement and the applicable Risk Disclosure Statement have been fully explained to the Client in a language he understands.
- (g) The LC shall provide to the Client Account Agreement Specifications, a full explanation of margin procedures and the circumstances under which a Client's positions may be closed without the Client's consent.
- (h) The Client declares that :
- (i) The contents of this agreement have been fully explained to the Client in a language the Client understands and that the Client agrees with them.
- (ii) The Client is /is not (delete as appropriate) trading on his own account.
- (iii) The Account Opening Statement Form given by the Client is true, correct and complete.
- (iv) The Client has read and understood the contents of the Options information Agreement, Hang Seng Index and Sub-Index Futures and Options Market Disclaimer, Risk Disclosure Statement for Futures and Options, the Fees and Contract Specifications for Futures and Options products.
- (v) The Client has read and understood the attached Information relating to LC and Client Account Agreement Specifications, a full explanation of margin procedures and the circumstances under which a Client's positions may be dosed without he Client's consent.
- (i) The Client and LC hereby covenant to notify each other forthwith of any material changes in the information supplied in the Client Information Statement and this Agreement.
21. (a) The Client shall indemnify LC in full against all actions, suits, proceedings, claims, demands, costs and expenses (including legal fees on a solicitor and Client basis and any interest and commission payments) which may be taken or made against LC pursuant to or in connection with any of the Client's accounts, the Client's commodities and securities of any kind and form, this Agreement or the performance of its obligations hereunder or which may be incurred by LC in connection with any claim by it for monies payable to LC. Without limiting the foregoing, the Client hereby agrees on demand to indemnify LC against:

(i) any tax for which LC is or may be liable or accountable in connection with the Client's commodities and securities of any kind and form, this Agreement or the performance of its obligations hereunder provided that this indemnity shall not extend to tax on or attributable to LC's fee income hereunder or for which a deduction or withholding has been made by LC. "Tax means" all present and future taxes, levies, imposts or duties whatsoever and wheresoever imposed ;

(ii) any liability hereunder resulting from the fact that the Client's commodities and securities of any kind and form are registered in the name of LC or its nominee or sub-custodian, or as a result of any indemnity properly given by LC to a nominee or a sub-custodian to whom LC shall have delegated the performance of its duties hereunder against liabilities incurred by such nominee or sub-custodian in the performance of such duties.

(b) In the event that certain words, sentences, Clauses or paragraphs in this Agreement are held Unenforceable or against the law by a court of law, then only that word, sentence, clause or paragraph will be considered as such The rest of the Agreement will be enforceable and within the law.

22. No provision of this Client Account Agreement shall operate to remove, exclude or restrict any rights -of the Client or obligations of the LC under Hong Kong law or shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed to writing and signed by one of the authorized officers of LC. This agreement shall not be revoked by the Client except by writing delivered to LC. Such revocation, however, shall not affect any transaction entered into LC pursuant to this agreement before written notice of the revocation has been received by LC.
23. This agreement and its enforcement shall be governed by the Laws of Hong Kong and its provisions shall be continuous; shall cover individually and collectively all accounts which the Client may open or re-open with LC; and shall insure to the benefit of, and bind LC, LC's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Client and the Client hereby submits to the jurisdiction of the court of Hong Kong.
24. (a) The terms and conditions of this agreement are subject to the provisions of the Ordinances of wherever they are applicable.
- (b) In respect of transactions related to futures contracts on the markets conducted by the exchange operated by the HK Exchange, the Rules and Regulations of the HK Exchange shall be binding on both LC and Client.

THIS IS A CONTRACTUAL AGREEMENT. DO NOT SIGN IT UNTIL AFTER YOU (THE CLIENT) HAVE READ IT AND THE FOLLOWING OPTIONS INFORMATION STATEMENT, HANG SENG INDEX AND SUB-INDEX FUTURES AND OPTIONS MARKET DISCLAIMER, RISK DISCLOSURE STATEMENT, FEES AND CONTRACT SPECIFICATIONS FOR FUTURES AND OPTIONS PRODUCTS ARE FURNISHED TO YOU BECAUSE THE RULES OF HONG KONG FUTURES EXCHANGE LIMITED REQUIRES IT THEY SHALL FORM AN INTEGRAL PART OF THIS AGREEMENT.

客戶協議

本協議於_____年_____月_____日訂立，協議一方為利泰豐國際發展有限公司，註冊辦事處設於香港干諾道中168號信德中心西翼37樓3703-4室（下稱「交易商」），另一方（如文義允許，後文統稱為「該客戶」）的姓名，地址及身份載於附表。

鑒於：

- (1) 該客戶在交易商開設一個或多個戶口以買賣各種商品與證券（如期貨、期權、現金等），
- (2) 交易商同意應該客戶要求及自行酌情讓其開設一個或多個戶口，並接納及維持該等以姓名、號碼或其他方式標明的戶口，同時擔任該客戶的經紀（在按本協議規定擔任當事人的情況下則例外），買賣各種商品及證券（如期貨、期權、現金等）。

雙方茲訂約如下：

1.
 - (a) 該客戶一旦在交易商開設任何戶口，即須遵守本協議所訂出的條款及條件。
 - (b) 本協議中所指的「該客戶」，如屬個人應包括該客戶及其遺囑執行人及遺產管理人；如屬獨資商號應包括該獨資經營者及其遺囑執行人、遺產管理人及業務繼承人；如屬合夥經營商號，應包括該客戶開戶期間的商號合夥人，以及彼等的遺囑執行人、遺產管理人及此後擔任或曾擔任該商號合夥人的其他人士及其遺囑執行及遺產管理人，以及該合夥經營業務的繼承人；如該客戶為公司，應包括該公司及繼承人。
 - (c) 本協議中所指「商品」，應包括黃金、白銀或其他實物商品、貨幣、外匯、貨幣期權、外匯合約、期貨遠期或期貨合約、期貨期權、貨幣期貨或遠期合約、金融期貨及期權，以及為期貨、外匯或證券及期權的未來交收而開設的合約。
 - (d) 「交易商」指該客戶在其中開設或維持戶口的利泰豐國際發展有限公司，以及權利繼承人及受讓人。
2.
 - (a) 一切交易均須遵守交易商或其代理人在其中交易的交易所或其他市場（及有關結算公司）實施的章程、規則、規例、慣例、規章及解釋。在本協議下進行的一切交易，須遵守當時任何適用的法例、規則或規例，包括證券及期貨條例等（統稱為「該等條例」）。除非該客戶已平倉，交易商對於買賣盤的接收與執行，是先要明白該客戶可能需要作實際交收。除非本協議另有披露，或交易商以書面方式通知該客戶，否則交易商只擔當交易的經紀。交易商並無責任向該客戶提供關於該客戶任何倉的資料（除非接獲該客戶指示），同時並無責任但有酌情權為該客戶的戶口進行平倉。除上文另有規定外，交易商有權（交易商可全權決定而無須申述理由）拒絕代該客戶執行任何特定交易。
 - (b) 與香港期貨交易所有限公司（「香港期交所」）有關之交易，須遵守香港期交所之規則、規例及常規，而該等規則有條文規定交易商在香港期交所、證券及期貨事務監察委員會（「證監會」）或執行證監會全部或部份職權及職能且根據證券及期貨條例擁有超出香港期交所管轄權之任何其他機構要求下，須披露該客戶之名稱、受益人身份及香港期交所或證監會所須要的其他有關資料，以便交易商可遵守上述規則、規例、常規及條款。倘交易商未能根據香港期交所規則第606(a)或613(a)條而遵守披露規定，則香港期交所行政總裁可代表該客戶之未平倉合約進行斬倉或就該客戶之未平倉合約徵收額外按金。在香港期交所以外市場買賣的合約與一切有關交易，須遵守該市場的規例，而非遵守香港期交所的規則，因此該客戶在該等交易所得的保障，可能與香港期交所所得的不同。
 - (c) 交易商可視情況所需，在知會或不知會該客戶的情況下，沽售該客戶名下或佔有權益的任何證券或商品，或取消任何證券或商品的未成交盤；同時交易商可借入或買入任何證券或商品，以應付任何沽售（包括為該客戶所做的淡倉）的交收需要。該等沽售或買入可公開或私下進行，同時無須刊登啟事或知會該客戶，而該客戶亦不能放棄其責任。在該等沽售中，交易商可買入有關證券或期貨，不受任何權利或贖回約束，而該客戶同意，交易商無須承擔任何有關損失。在不影響前述規定的一般情況下，該客戶不會因沽售方式或時間而向交易商提出索償。該等交易所得款項，將用於減少所欠交易商的債務（如尚有）。
 - (d) 倘交易商為該客戶透過NYMEX(紐約商品交易所) Access電子交易系統進行NYMEX Contracts交易：
 - (i) 該交易須依據NYMEX條例；及
 - (ii) 若該客戶是為他人作NYMEX Contracts交易，客戶須確認在與該人的協議中有與(i)段及本段同效之條款。
 - (e) 該客戶同意，不論戶口平倉與否，該客戶須承擔一切損失和戶口中的一切債項及欠款，包括因平倉引致債項及欠款。
3. 在不影響及在附加於法律賦予交易商的一般留置權、抵銷權或類似權利下，由交易商因任何目的所持有，或代該客戶（個人或聯同他人）戶口所執行，或交易商所擁有，又或交易商在香港或世界其他地方的聯營公司所擁有該客戶的任何資金、證券商品或其他財產的一切權益，不論何時及作何用途（包括交給交易商保管者），第一及優先留置權應歸於交易商。交易商有權出售該等財產（交易商茲獲授權，作出售該等財產有關的一切事項），將所得款項，用於抵銷及償還該客戶欠交易商或任何聯營公司的一切債務（不論是日前或將來的債務、實際或偶然的債務、亦不論是單獨、分別或聯同其他人士以當事人或保證人身份引起的債務，連同利息、佣金、費用及其他支出，包括律師費，統稱為「債務」），不論其他人是否對該等財產佔有權益，或交易商曾就該等財產給予墊款，亦不論該客戶在交易商戶口數目。交易商有權隨時在不發出通告下，合併及/或統一該客戶在交易商及某聯營公司的所有或任何戶口。至於為抵銷及償還該客戶欠交易商任何聯營公司的債務所作的付款，交易商無須理會債務是否存在，但該等聯營公司必須已向交易商提出要求。在不限制或修訂本協議的一般規定下，交易商茲獲特定授權，將該客戶在交易商及任何聯營公司的不同戶口內的資金轉撥。
4.
 - (a) 該客戶同意維持交易商隨時酌情要求的抵押品及/或保證金。又同意一旦接獲要求立即償還欠款。對於任何證券或商

品好淡倉，在到期日前該客戶須給予交易商平倉指示或一切必需的交收文件，否則交易商可在不發出要求或通知下，以交易商認為適當的方式平倉，如在現行情況下無法購入合約盤，交易商可採取其他適當行動。該客戶明白，其必須承擔交易商就上述各項所支付的一切費用，而交易商無須承擔因此而引起的任何損失。

- (b) (i) 當交易商認為因保證金或其他原因而需自我保障，或 (ii) 當該客戶或有人針對該客戶入稟法院申請破產或委任財產接管人，或 (iii) 當該客戶在交易商的戶口被查封，或 (iv) 當該客戶死亡或被法庭宣判無行為能力時，交易商有權 (a) 將該客戶交由交易商保管或控制的任何財產，用來償還該客戶欠交易商的債務（不論直接拖欠或因為當擔保人或保證人而拖欠的債務），(b) 沽出該客戶戶口中持好倉的部份或全部證券或商品，(c) 買入該等戶口中做淡倉的部份或全部證券或商品，以及 (d) 取消任何未執行的買賣盤，以結清該客戶的戶口，而無須向該客戶發出交付保證金或補倉要求，亦無須向該客戶或其繼承人、遺囑執行人、遺產管理人、遺產繼承人、法定代表或受讓人發出買賣通知或其他通知或刊登啟事，不論擁有權是屬於該客戶還是關同其他人士。交易商可自行判斷及酌情沽出戶口中持好倉的商品，或買入戶口中做淡倉的商品，不論是直接買賣同一合約月份的商品，或是由交易商自行判斷及酌情在當時一般進行此等交易的交易所或其他市場進行買賣。在任何情況下，雙方明白事前所發出的要求或催加保證金，或事先通知買賣的時間地點，不得視作交易商放棄上述的（無須知會而作出買賣的）權利，但該客戶須隨時應交易商的要求，清付差欠數目，若在交易商或該客戶全部或部份平倉後，戶口仍有虧欠，一概由該客戶負責。戶口的差欠數目，按每月**最優惠利率加_____厘去計算利息**，該客戶一旦接獲要求，須即時償還欠交易商的一切債務及交易商的追討費用（包括合理律師費）。
5. 交易商可酌情要求補倉、加收價格，該客戶須於發出要求補倉通知一日內或即時交付該等保證金。該客戶明白，如未能在上述期限內，交付價格及/或連續兩次未能補倉，交易商有需要向香港期交所匯報所有未平倉合約。而交易商要求的保證金、價格，可能較香港期交所及/或結算公司所規定為多，同時交易商可將不補倉及/或不交付價格的未平倉合約斬倉。
 6. 如交易商依照該客戶指示，沽出任何證券，商品或其他財產，但由於該客戶未能向交易商提供此等證券、商品或財產，以致交易商無法向買家作交收，該客戶需授權交易商選擇借入交收所需的任何證券、期貨或其他財產，該客戶茲同意擔保及賠償交易商因此蒙受的任何損失及費用，或賠償交易商因未能借入所沽出的證券，商品或其他財產而蒙受的任何損失。
 7. 該客戶須維持在交易商開設的任何及全部戶口內由交易商酌情訂出的適當保證金及價格變動保證金。如交易商認為需要補倉，該客戶同意一旦接獲要求，立即向交易商補倉，但即使發出加收保證金要求，交易商仍可隨時執行上文第 4 段規定。交易商可隨時酌情改變保證金要求。任何先前的保證金均不可視為先例，保證金一旦訂出，可適用於現存的好淡倉及受該等轉變影響的新倉。
 8. 交易商茲獲授權將該客戶任何戶口內的現金結餘，交給交易商認為合適的金融機構（包括任何聯營公司），但有關存款條件，不得比該等機構給與不相關人士的條件為差，而交易商（以及任何該等聯營公司）有權保留該等存款的任何利益。存於交易商之按金，存款或其他款項，客戶無權收取利息。
 9. 報告、確認書、通知及任何其他通訊文件，可按本協議所載地址、電話或電傳號碼，或按該客戶今後書面通知交易商的其他地址或電話號碼送給該客戶（如為聯名戶口而未有指定收件人，則以本協議附表中該客戶首名簽署人為收件人）。按此送遞的一切通訊文件，不論以郵遞、電報、電話、信差或其他方式送遞，於打電話或投郵寄出或於傳送機關收到通訊文件時，應視為已送遞，不論該客戶實際收到通訊文件否。如交易商認為該客戶的指示（以電話、電報，圖文傳真、信件、信差或其他方式發出）為真實並由下表其中_____名人士發出，簽署或交付者，交易商無須因依照該等指示而引起的後果負上任何責任。
 10. 至於執行該客戶買賣盤的確認書及該客戶的戶口單，如於寄出或以其他方式傳送給該客戶後兩天內，該客戶未有按本協議所載地址（或交易商書面通知的其他地址）以書面方式提出反對，則視為接受論。
 11. 如該客戶指示交易商在任何交易所或其他市場訂立任何協議，而有關交易是以外幣進行；(a) 因匯率波動引致的利潤或虧損，全歸該客戶；(b) 最初及其後交付的保證金，在貨幣和數目方面由交易商自行酌情規定；以及 (c) 協議平倉時，交易商可自行酌情按當時通行的貨幣市場匯率訂出匯率，將利潤或虧損折算為該戶口採用的貨幣後（如有關協議採用的貨幣有別於該戶口），存入該客戶戶口，或從戶口中減除虧損之數。
 12. 當月到期的未平倉期權合約的平倉指示，如屬好倉必須在第一個通知日推前至少五個營業日給予交易商，如屬淡倉必須在最後交易日推前至少五個營業日前予交易商。此外，該客戶必須在上述期限內，向交易商交付足夠的交收資金或必需的文件。如交易商未收到指示、足夠資金或必需文件，可不發出通知而替該客戶平倉，或按交易商認為可行的條款及方法，代該客戶進行交收。
 13. 交易商收到該客戶或任何其他人士（包括香港期交所結算公司）存入該客戶戶口的一切款項、認可債券或其地財產，應由交易商以受託人身份持有，與交易商本身的資產分開，並存入分隔銀行賬戶或分隔認可債券賬戶內，交易商不得將該客戶戶口的一切款項、認可債券或其他財產當作業務內全部或部份資產，或當破產或結業之部份資產，而受委託的臨時清盤人、清盤人或相似的官員應儘快將該等財產歸還客戶。
 14. 交易商茲獲授權按香港期交所規章所規定的方式應用該客戶支付給交易商的任何款項或認可債券，特別是將該等款項或認可債券用於因代該客戶與期貨、期權業務訂約而對任何人須負的責任。此外，交易商可依本協議其他規定，按該客戶指示應用該等款項。
 15. 該客戶承認，交易商在香港期交所結算公司維持的戶口，不論有關戶口是全部或部份代該客戶執行與期貨、期權業務訂約而維持，亦不論該客戶支付的款項或認可債券，是否已付給結算公司，交易商是以當事人身份進行交易；據此，該戶口不附帶任何信託或其他以該客戶為受益人的衡平法權益，而付予該結算公司的款項，亦不附有上文第13條所載的信託。

16. 該客戶同意須受香港期交所規章第201條規例約束；據此規定，香港期交所或其行政總裁可代客戶採取行動，對於他認為其累積倉數不利於市場的人士，限制其倉數或要求平倉。
17. 因通訊設施故障或傳送失靈，或任何其他非交易商所能控制或預計的事故，阻延買賣盤的傳送，交易商不負任何責任。交易商可錄下交易檯及成交檯所有電話對話。一切錄音將用於核對交易是否準確。
18. 交易商的收費準則及期貨合約的規定載於附件。交易商的保證金細則要求的保證金或價格變動保證金，可能較交易所及 / 或香港期交所結算公司規定的為多，如客戶未能在限定時間內補倉及 / 或加付價格變動保證金，交易商可在未經該客戶同意下斬倉。
19. 交易商與該客戶如有任何糾紛，應根據在其中進行有關交易的市場、公會或交易所的仲裁委員會（倘有）的仲裁規則，以仲裁方式解決之，或在任何其他仲裁地點解決，但交易商可自行酌情在仲裁聆訊開始前，書面通知該客戶否決仲裁地點或否決以仲裁方式解決糾紛。交易商或該客戶任何一方在法院提出索償，另一方的唯一責任，是支付按本條規定進行仲裁所裁定的款項，除非交易商已否決有關仲裁。仲裁裁決為終局，可在任何有審判權的法院正式提出。
20. (a) 交易商及其董事，合夥人或僱員可自行或代聯營公司戶口進行買賣
- (b) 該客戶同意，在交易商不事先發出通知下，當交易商代該客戶、交易商、交易商董事，主管人員，職員及代理人執行買賣盤時，交易所參與者代表可為任何該等人士直接或間接佔有權益的戶口進行買賣，唯須遵守在其中執行買賣盤的交易所或其他市場當時生效的憲章、規則、規例、慣例、規章及解釋中的限制及條件，同時遵守由該交易所或其他市場或其他法定機關依法領報的任何適用規例。
- (c) 在不違反該等或任何適用條例的任何規定下，交易商可執行與該客戶有關期貨及 / 或期權買賣盤相反的買賣盤，不論是交易商自行或代其他客戶交易，但該交易須在香港期交所提供的設備以競價形式進行，並遵照香港期交所的規則及規例或其他提供商品、期貨、期權設備之有關交易所的規則。
- (d) (i) 根據證券及期貨條例，在香港期交所交易場執行的每份協議，均須徵收投資者賠償徵費及證監會徵費，兩項徵費均由該客戶支付。
- (ii) 如交易商不能履行協議，令該客戶蒙受金錢損失，投資者賠償基金的責任，只限於該等條例所規定的有效索償，同時以該等條例所規定的金錢限額為限；據此，該客戶因交易商不能履行協議而蒙受的金錢損失，並不保證能夠全部或部分獲得賠償。
- (e) 如交易商的交易權利，被香港期交所中止或撤銷，該客戶同意香港期交所結算公司作出一切必需行動，將交易商代該客戶持有的任何未平倉合約，以及戶口中的任何款項及證券，轉移給香港期交所另一交易所參與者。
- (f) 交易商茲聲明本協議的內容及適用之風險披露聲明書，已全部以該客戶知曉的語言解釋給該客戶知道。
- (g) 交易商應提供客戶合約細則，按金（孖展）手續之詳細說明，及客戶的任何未平倉合約在未經客戶同意情況下被平倉的資料。
- (h) 該客戶茲聲明：
- (i) 本協議的內容，已全部以該客戶知曉的語言解釋給該客戶知道，而該客戶並無異議。
- (ii) 該客戶是 / 不是（請刪去不適用者）自己負責買賣。
- (iii) 該客戶的開戶資料表格聲明真實、正確、完整。
- (iv) 該客戶已閱讀及明白期權資料聲明、恒生指數期貨及期權市場免責聲明、風險披露聲明、和恒生指數期貨及期權產品費用及合約細則。
- (v) 該客戶已閱讀及明白附上各項有關交易商及合約細則的資料，按金（孖展）手續之詳細說明，及客戶的任何未平倉合約在未經客戶同意情況下被平倉的資料。
- (i) 該客戶及交易商茲保證，客戶資料聲明及本協議中提供的資料如有重大改變，須立刻知會另一方。
21. (a) 該客戶須全數賠償交易商因有人根據該客戶戶口、任何商品及證券、本協議或履行本協議責任，向交易商提出的，或交易商根據索償應收款項提出的訴訟、索償、要求而蒙受的損失，以及有關費用支出（包括律師費及任何利息及佣金）。在不限制上文規定下，該客戶同意一旦接獲要求，立即賠償交易商：
- (i) 因該客戶的任何商品及證券、本協議或履行本協議責任而須繳付的任何款項，但不包括交易商費用收益的應付款項，或交易商已作扣減或預繳的稅項。「稅項」指現在及將來一切稅項、徵費、關稅或無論何事何地徵收的稅款；
- (ii) 因該客戶的期貨及證券以交易商或其任命人或副保管人名義登記而引起的債務，或交易商委託其任命人或副保管人執行本協議責任，並根據彼等可能承擔的債務，給予適當賠償保證而引致的債務。
- (b) 如法庭判決本協議某些字眼、句子、條款或段落不能執行或違法，本協議其餘部份仍可執行及合法。
22. 除非經交易商一名獲授權主管簽署，並以書面提出，否則不得撤除、排除或限制根據香港法例對該客戶之任何權利或交易商之責任，亦不得放棄執行、更改或修訂本協議任何規定。該客戶如欲取消本協議，必須將通知書交付交易商，但交易商在收到通知書前依本協議執行的交易，一概不受影響。

23. 本協議及其執行，應受香港法律管轄，香港法律應持續有效，效力覆蓋該客戶在交易商開設或重新開設的個別及全部戶口，並對交易商、其繼承人與受讓人（不論通過合併或其他方式）及該客戶的繼承人，遺囑執行人、遺產管理人、遺產繼承人，法定代表及受讓人具有約束力。該客戶茲服從香港法院的審判權。
24. (a) 本協議的條款及條件，須受適用法例規定約束。
- (b) 對於在香港期交所進行的期貨合約的交易，香港期交所的規則及規例對交易商及該客戶均有約束力。

本協議為合約式協議，請在閱讀本協議後才簽署。根據香港期貨交易所規定，客戶應獲提供以下的期權資料聲明、恒生指數期貨與期權市場免責聲明、期貨及期權風險披露聲明、恒生指數期貨及期權產品收費表及合約細則。該等文件為本協議的組成部份。

HKFE Disclaimer

Stock indices and other proprietary products upon which contracts traded on Hong Kong Futures Exchange Limited (the "Exchange") may be based may from time to time be developed by the Exchange. The HKFE Taiwan Index is the first of such stock indices developed by the Exchange. The HKFE Taiwan Index and such other indices or proprietary products as may from time to time be developed by the Exchange (the "Exchange Indices") are the property of the Exchange. The process of compilation and computation of each of the Exchange Indices is and will be the exclusive property of and proprietary to the Exchange. The process and basis of compilation and computation of the Exchange Indices may at any time be changed or altered by the Exchange without notice and the Exchange may at any time require that trading in and settlement of such futures or options contracts based on any of the Exchange Indices as the Exchange may designate be conducted by reference to an alternative index to be calculated. The Exchange does not warrant or represent or guarantee to any Member or any third party the accuracy or completeness of any of the Exchange Indices or their compilation and computation or any information related thereto and no such warranty or representation or guarantee of any whatsoever relating to any of the Exchange Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange in respect of the use of any of the Exchange Indices or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspensions, change or failures (including but not limited to those resulting from negligence) of the Exchange or any other person or persons appointed by the Exchange to compile and compute any of the Exchange Indices in the compilation and computation of any of the Exchange Indices or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Member or any third party dealing with futures or options or contracts based on any of the Exchange Indices. No claims, action or legal proceedings may be brought by any Member or any third party against the Exchange in connection with or arising out of matters referred to in this disclaimer. Any Member or any third party engages in transactions in futures and options contracts based on any of the Exchange Indices in full knowledge of this disclaimer and can place no reliance on the Exchange in respect of such transactions.

香港期貨交易所不承擔責任聲明

作為在香港期貨交易所有限公司（「交易所」）買賣合約基準之股份指數及其他專利產品可由交易所不時發展。香港期交所台灣指數為交易所發展之首個該等股份指數。可由交易所不時發展之香港期交所台灣指數及該等其他指數或專利產品（「交易所指數」）為交易所之財產。編製及計算各交易所指數之程序及屬及將屬交易所之獨家財產及專利品。編製及計算交易所指數之程序及基準可在無須通知之情況下由交易所隨時作出變動或更改，而交易所亦可隨時要求以交易所可能指定之任何交易所指數為基準之該等期貨或期權合約在買賣結算時參考一項將會計算之替代指數。交易所概無就任何交易所指數或其編製及計算或其任何有關資料之準確性或完整性而向任何會員或任何第三者作出保證或聲明或擔保，亦無就與任何交易所指數相關之任何事宜作出或暗示任何該等保證或聲明或任何類別之擔保。此外，交易所亦不會就任何交易所指數之使用或交易所或其委任以編製及計算任何交易所指數之任何一名或多名人士在編製及計算任何交易所指數時出現之任何不確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或故障（包括但不限於因疏忽所引致之事宜）或任何會員或任何第三者因買賣以任何交易所指數為基準之期貨及期權合約而直接或間接導致之任何經濟或其他損失承擔任何責任或債務。任何會員或任何第三者概不得就與本免責聲明所述有關或因而產生之事宜向交易所提出索償、法律行動或法律訴訟。任何參與買賣以任何交易所指數為基準之期貨及期權合約之會員或任何第三者均完全明瞭本免責聲明，並不會就該等交易而對交易所作任何依賴。

Margin or Additional Margin Requirements or Demands for Variation Adjustment

The Client agrees to provide to and maintain with Legend Crown International Development Limited such margin together with such guarantees and other security in such form and amount and on such terms as Legend Crown International Development Limited may in its absolute discretion require from time to time. Such margin requirements established by Legend Crown International Development Limited may exceed any margin requirements prescribed by any exchange or clearing house or broker. Legend Crown International Development Limited may change margin requirement in its sole discretion and at any time without prior to the Client. If Legend Crown International Development Limited determines that additional margin is required, the Client agrees to deposit with Legend Crown International Development Limited such additional margin forthwith upon demand.

In respect of all futures contracts and /or option contracts entered into by Legend Crown International Development Limited on behalf of the Client, the client shall provide to Legend Crown International Development Limited such margin or additional margin or demands for variation adjustment as Legend Crown International Development Limited may in its absolute discretion require immediately upon demand. Such calls for margin or additional margin requirements or demands for variation adjustment by Legend Crown International Development Limited may margin requirements or variation adjustments prescribed by HKFE or HKCC and may be changed by Legend Crown International Development Limited with immediate effect without prior notice to the Client. Legend Crown International Development Limited is obliged to report to HKFE particulars of all Open contract in respect of which the Client has failed on two successive occasions to meet a demand for margin or additional margin or variation adjustments and Legend Crown International Development Limited may close out the Client's Open contracts in respect of which any demand for margin or additional margin variation adjustments has not been met.

孖展保證金、額外孖展保證金或偏差調整額

客戶同意按利泰豐國際發展有限公司不時酌情訂定之條款，向利泰豐國際發展有限公司提供孖展以及擔保和抵押，孖展、擔保及抵押之形式和數額 概利泰豐不時訂定利泰豐所定孖展規定，可超越任何交易所或結算所及經紀行所訂明孖展規定。利泰豐國際發展有限公司可隨時酌情更孖展規定而毋須事先通知客戶。如利泰豐國際發展有限公司認為需要增孖展，客戶同意立即利泰豐之要求將額外孖展存放於利泰豐國際發展有限公司。

就所有利泰豐國際發展有限公司代表客戶訂立之期貨合約或期權合約而言，利泰豐國際發展有限公司提出要求，客戶須向利泰豐國際發展有限公司提供其酌情要求提供之孖展保證金、額外孖展保證金或偏差調整額。這類由利泰豐國際發展有限公司提出之孖展保證金、額外孖展保證金或偏差調整額之要求，可超越期交所或結算公司所訂明孖展規定或偏差調整額，並可由利泰豐國際發展有限公司隨時更改而毋須事先通知客戶。倘若客戶連續兩次未有就任何未平倉合約迎合本段所訂之孖展保證金、額外有展保證金或偏差調整額之要求，利泰豐國際發展有限公司必須將該等未平倉合約之詳情向結算公司報告，而利泰豐可將客戶並未迎合任何有孖展保證金、額外孖展保證金或偏差調整額之要求之未平倉合約清結。

Futures and Options Risk Disclosure Statement

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

Futures

1. Effect of 'Leverage' or 'Gearing'

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

2. Risk-reducing orders or strategies

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

Options

3. Variable degrees of risk

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

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

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

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

Additional Risks Common to Futures and Options

4. Terms and conditions of contracts

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

5. Suspension or restriction of trading and pricing relationships

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures, and the underlying interest and the options may not exist. This can occur when, for example, the futures contract underlying the options is subject to price limits while the options are not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

6. Deposited cash and property

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

7. Commission and other Charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable.

These charges will affect your net profit (if any) or increase your loss.

8. Transactions in other jurisdictions

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

9. Currency Risks

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

10. Trading Facilities

Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the exchange, the clearing house and/or Exchange Participants. Such limits may vary: you should ask the firm with which you deal for details in this respect.

11. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

12. Off-exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

期貨及期權風險披露聲明書

本聲明書只扼要敘述買賣期貨及期權的風險，並不盡錄與此相關的所有風險和其他重要事項。閣下在進行交易前，必須先瞭解合約性質(及合約關係)以及其中所涉及的風險。期貨及期權買賣並非適合每一位投資者，閣下宜因應本身之投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與買賣。

期貨

1. 「槓桿」效應

買賣期貨的風險非常高。由於基本按金額相對地低於期貨合約本身之價值，因此能起「槓桿」作用。市場輕微的波動也會對閣下投入或將需要投入的資金造成大比例的影響。所以，對閣下來說，這種效應可以說是利弊參半。因此閣下要承受虧蝕全部基本按金的風險，亦可能需要向市場參與者存入額外金額以維持本身的倉位。若果市況不利閣下倉位或按金水平調高，閣下就會被迫收按金，須在短時間內存入額外資金以維持本身倉位。假如無法在指定時間內補倉，閣下可能會在虧蝕情況下被迫平倉，所有因此而造成的虧損亦一概由閣下承擔。

2. 減低風險買賣盤或投資策略

即使落盤時採用某些減低損失的買賣盤，也可能作用不大，因為市況可以令這些買賣盤無法執行。至於運用不同持倉組合的策略如「跨期」和「馬鞍式」組合等，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

期權

3. 不同風險程度

買賣期權的風險非常高。投資者不論是購入或沽出期權，均應先瞭解他們打算買賣的期權類別(即認沽期權或認購期權)以及相關的風險。閣下應連同期權金及所有交易成本，計算出期權價值必須增加多少才能獲利。

購入期權的投資者可選擇沽出作平倉或行使期權又或任由期權到期作廢。如期權持有人選擇行使期權，就必須進行現金交收又或是購入或交出相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉位，並附帶相關的按金責任(見上文「期貨」一節)。如所購入的期權在到期時已沒有價值，閣下需承受投資上的損失，包括所有期權金和交易費用。假如閣下擬購入極價外期權，必須注意這類期權要變成有獲利的機會極微。

出售(「沽出」或「賣出」)期權承受的風險要比買入期權高得多。雖然賣方能收到定額期權金，但所承受的損失可能比這還高。倘若市況不利期權賣出者時，他必須投入額外按金補倉。此外，期權賣出者還需承擔買方行使期權時的風險，就是在買方行使時以現金結算又或履行買入或交出相關資產的責任。若賣出的是期貨產品的期權，則期權賣出者將獲得期貨倉位並附帶按金責任(見上文「期貨」一節)。若期權賣方持有相應數量的相關資產又或期貨或其他期權作「備兌」，則所承受的風險或會減少。若期權並沒有被「備兌」，則虧損風險可以是無限大。

某些國家的交易所容許買方延遲支付期權金，令買方支付按金費用的責任不超過期權金。儘管如此，買方最終仍須承受虧蝕期權金和交易費用的風險。當期權被行使又或到期時，買方有需要支付當時餘下未繳付的期權金。

期貨及期權的其他常見風險

4. 合約的條款及細則

閣下要向為閣下做買賣的經紀行查詢所買賣的期貨或期權合約的條款及細則，以及有關責任(例如在什麼情況下閣下或會有責任就期貨合約的相關資產進行交收，又或者期權的到期日以及行使的時間限制)。交易所或結算公司在某些情況下，或會修訂現有合約的細則(包括期權行使價)，以反映合約所涉及資產的改變。

5. 暫停或限制交易以及價格關係

市場情況(例如市場流通量不足)及/或某些市場的規則運用(例如因為價格限制或一些「跌停板」的措施，而暫停任何合約或合約月份的交易)，都可以令損失的風險增加，因為在此等情況下，投資者將難以完成甚或不能完成交易或進行平倉。如果閣下賣出期權後遇上這情況，損失的風險也可能較大。

此外，相關資產與期貨之間以及相關資產與期權之間的正常價格關係也可能不存在。譬如，期貨期權所涉及的期貨合約須受價格限制而定，但期權本身則不受限制。缺乏相關資產參考價格會叫投資者難以判斷「公平」價格的水平。

6. 存放的款項及財產

對於因應本地或外國的交易而存放的款項或其他財產會有多少保障，尤其是遇上有關公司破產或無力償還債務的時候，閣下必須瞭解清楚。能取回多少款項或財產可能要受特別的規例或當地法例所規管。在某些地區的法例，當閣下無力償還債務的時候，被認定屬於閣下的資產也會像現金一樣按比例分配支付。

7. 佣金及其他收費

在開始交易之前，閣下先要清楚瞭解需要繳付的所有佣金、費用或其他收費。這些費用將直接影響純利(如有)或增加你的損失。

8. 在其他司法地區進行交易

在其他司法地區的市場(包括與本地市場有正式連繫的市場)進行交易，或會帶來額外的風險。根據這些市場的規例，投資者享有的保障多寡或會有所不同。交易之前，必先要查明有關該項交易的所有規則。投資者本身所在地的監管機構將不能迫使進行交易的其他司法地區的監管機構或市場執行有關規則。故交易之前，應先向經紀行查詢本身國家所屬的司法地區以及其他司法地區所提供的賠償種類詳情。

9. 貨幣風險

以外幣計算的合約買賣所帶來的利潤或虧蝕(不論交易是否在本身所在的司法地區或其他地區進行)，均會在需要將合約的單位貨幣轉為另一種貨幣時，受到匯率波動的影響。

10. 交易設施

電子交易的設施，莫不由電腦系統來進行買賣盤傳遞、執行、配對、登記或交易結算等工作。但所有設施及系統，均有可能遇到臨時中斷或失靈，而閣下在此等情況下所能取得的賠償或會受到系統供應商、市場、交易所、結算公司及/或交易所參與者所負的有限責任所限制。由於這些有限責任可以各不相同，投資者請向經紀行查詢有關詳情。

11. 電子交易

透過電子交易系統做的買賣，不僅和公開叫價市場不同，甚至會和在其他電子交易系統的不一樣。若選擇透過某電子交易系統做買賣，就要承受該系統帶來的風險，包括系統硬件或軟件的失靈。系統失靈可能會導致你的買賣盤不能根據指令執行，甚或沒有執行。

12. 場外交易

在某些司法地區，同時在特定情況之下，經紀行可以進行場外交易。為你做交易的經紀行可能是閣下買賣中的交易對手。在這種情況下，不論是要平掉既有倉位、評估價值、釐定公平價格又或評估風險，都是比較困難甚或辦不到的。因此，這些交易或會帶來更大的風險。另外，場外交易的監管或會比較寬鬆，又或有另一套的監管制度；在從事此類買賣之前，應先瞭解有關的規則和風險。

Stock index futures and options

HSI Services Limited ("HSI") currently publishes, compiles and computes a number of stock indices and publish, compile and compute such additional stock indices at the request of Hang Seng Data Services Limited ("HSDS ")from time to time (collectively "Hang Seng Indices"). The marks, names and processes of compilation and computation of the respective Hang Seng Indices are the exclusive property of and proprietary to HSDS. HSI has granted to the HKFE by way of licence the use of the Hang Seng Index and four sub-indices of the Hang Seng Index, the Hang Seng China-Affiliated Corporations Index and the Hang Seng China Enterprises Index solely for the purposes of an in connection with the creation, marketing and trading of options contracts and futures contracts based on such indices respectively and may from time to time grant to the HKFE corresponding use of any other Hang Seng indices for the purposes of an in connection with options contracts and futures contracts based on such other Hang Seng Indices (collectively "Contracts"). The process and basis of compilation and computation of any of the Hang Seng Indices and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSI without notice and the HKFE may at any time require that trading in and settlement of such of the Contracts as the HKFE may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the HKFE nor HSDS nor HSI warrants or represents or guarantees to any member of the HKFE or any third party the accuracy or completeness of the Hang Seng Indices or any of them and the compilation and computation thereof or any information related thereto and no such warrant or representation or guarantee of any kind whatsoever relating to the Hang Seng Indices or any of them is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSI in respect of the use of the Hang Seng indices or any of them for the purposes of and in connection with the Contracts or any of them and/or dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of HSI in the compilation and computation of the Hang Seng Indices or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any member of the HKFE or any third party dealing with the Contracts or any of them. No claims, actions or legal proceedings may be brought by any member of the HKFE or any third party against the HKFE and/or HSDS and/or HSI in connection with or arising out of matters referred to in this disclaimer. Any member of the HKFE or any third party deals in the Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HIS.

股份指數期貨及期權

恒指服務有限公司(「恒指服務」)現時刊印、編製及計算多項股市指數,及可在恒生數據服務有限公司(「恒生數據」)不時要求下,刊印、編製及計算該等額外股市指數(合稱「恒生指數」) 恒生指數各自之標記、名稱及編製及計算方法為恒生數據之獨家財產及專利品。恒指服務經以許可證之形式,允許期交所使用恒生指數及恒生指數四類分類指數、恒生中資企業指數及恒生中國企業指數,純粹分別用作設立、推廣及買賣以該等指數為基準之期權合約及期貨合約以及可不時允許期交所相應使用任何其他恒生指數用作以該等恒生指數期權合約及期貨合約(合稱「合約」)之基準。編製及計算任何恒生指數之程式及基準及任何有關公式或各項公式、成份股及系數可在無須通知之情況下由恒指服務不時作出變動或更改,而期交所可不時要求期交所可能指定之該等合約之買賣及結算參考一項或多項會計之替代指數進行。期交所或恒生數據或恒指服務概無就恒生指數或任何恒生指數及其編制及計算或任何有關資料之正確性或完整性而給予任何會員或任何第三者保證或聲明或擔保,亦無就有關恒生指數或任何恒生指數給予或暗示任何該等保證或聲明或任何類型之擔保。此外,期交所、恒生數據或恒指服務亦不會就有關合約及/或買賣合約而使用恒生指數或任何恒生指數,或恒指服務編制及計算恒生指數或任何恒生指數之不正確、遺漏、錯誤、出錯、延誤、中斷、暫停、變動或不足(包括但不限於因疏忽引致之事宜)或任何會員或任何第三者因買賣合約或任何合約而直接或間接導致之任何經濟其他損失承擔任何責任或債務。任何會員或任何第三者概不得就本免責聲明所述所產生之事宜向期交所及/或恒生數據及/恒指服務提出索償、法律行動或法律訴訟。任何買賣合約之會員或任何第三者均完全明瞭本免責聲明,並不會對期交所、恒生數據、及/或恒指服務作出任何依賴。

Option Information Statement

Prior to entering into any transaction with a Client, an Exchange Participant should ensure that the Client is aware of and understands the following terms and (Exchange Participant Representative) Registered Trader obligations:

- (a) Contract information:-
Strike Price; Expiry Day; underlying commodity; option type; buy or sell order; opening or closing trade; current quoted price; and order type.
- (b) Underlying commodity:-
Method of delivery or settlement; contract size; calculation of settlement prices.
- (c) Exercise procedure:-
American or European style exercise;
- (d) Premium:-
Calculation of contract value; settlement of premium.
- (e) Margin:-
Approximate client margin requirements; variation adjustment payments; collateral that may be lodged as margin; payment details.
- (f) Transaction costs:-
Minimum Commissions; Exchange and Clearing House Fees; Exercise Fees; and applicable levies.
- (g) (Exchange Participant Representative) Registered Trader Obligations:-
(Exchange Participant Representative) Registered Trader shall have no obligation to provide firm bids and offers with respect to Long- date Options.

期權資料聲明

本項期權資料聲明是客戶協議的一部份，在經紀為客戶開設戶口時，提供給客戶，作為參考清單，列出所有交易細節，客戶在發出期權買賣盤前必須知道明瞭。

- (a) 合約資料 : 行使價、到期日、基礎商品、期權種類、買賣盤、開倉或平倉、現行報價及盤類。
- (b) 基礎商品 : 交收方法或現金結算程序、合約銀碼、結算價的計算。
- (c) 行使程序 : 美國或歐洲式。
- (d) 期權金 : 合約價值的計算、期權金的支付。
- (e) 保證金 : 大約要求的客戶保證金，價格變動保證金的支付、可作為保證金的抵押品、保證金的支付。
- (f) 交易費用 : 最低佣金、交易所費用、行使費用及其他適用徵費。
- (g) (參與者代表)註冊交易員責任: (參與者代表)註冊交易員將無責任對於長定期權提供入價及出價。

Hang Seng Index And Sub-Index Futures And Options Market Disclaimer

DISCLAIMER delivery pursuant to Relevant Provision of the Regulations for the Hang Seng Index Futures Market, the Hang Seng Sub-Index Futures Market, "The Hang Seng Index and each of the four Sub-Indices of the Hang Seng Index (namely Hang Seng Finance Sub-Index, Hang Seng utilities sub-Index, Hang Seng Properties Sub-Index and Hang Seng Commerce & Industry Sub-Index (collectively "the Hang Seng Sub-Index")), their respective marks, names and processes of compilation and computation are the exclusive property of and proprietary to Hang Seng Data Service Limited and are published, compiled and computed by HSI Services Limited. HIS Services Limited has granted to the Exchange by way of license the use of the Hang Seng Index and the Hang Seng Sub-Indices solely for the purpose of and in connection with the creation, marking and trading of futures and index option Contracts based on the Hang Seng Index and the Hang Seng Sub-Indices (collectively "the Futures and Index Option Contracts"). The process and basis of compilation and computation of Hang Seng Index and each of the Hang Seng Sub-Indices and any of the related formula and formulae, constituent stocks and factors may at any time be changed or altered by HIS Services Limited without notices and the Exchange may at any time require that trading in and settlement of such of the Futures Contracts and Index Option as the Exchange may designate be conducted by reference to an alternative index or alternative indices to be calculated. Neither the Exchange nor Hang Seng Data Services Limited nor HIS Services Limited warrants or represents of guarantees to any Exchange participant or any third party the accuracy or completeness of the Hang Seng Index and / or any of the Hang Seng Sub-Indices and its compilation and computation or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the Hang Seng Index and / or any of the Hang Seng Sub-Indices is given or may be implied. Further, no responsibility or liability whatsoever is accepted by the Exchange, Hang Seng Data Services Limited or HSI services Limited in respect of the use of the Hang Seng Index and / or any of the Hang Seng Sub-Indices for the purpose of and in connection with the Futures and Index Option Contracts and / or dealings therein, of for any inaccuracies, omission, mistakes, errors, delays, interruptions, suspension, changes of failures (including but not limited to those resulting from negligence) of HIS Services Limited in the compilation and computation of Hang Seng Index and / or any of the Hang Seng Sub-Indices of for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant of any third party dealing with the Futures and Index Option Contracts. No Claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the Exchange and / or Hang Seng Data Services Limited and / or HIS Services Limited in connection with or arising out of matters referred to in this disclaimer. Any Exchange Participant or any third part deals in the Futures and Index Option Contracts in full knowledge of this disclaimer and can place no reliance whatsoever on the Exchange, Hang Seng Data Services Limited and / or HIS Services Limited."

All Payment Should Be Made Payable To Legend Crown International Development Ltd.

All Cheques Should Be Non-Bearer And Crossed.

The Account Name and / or Number should be written on the back of the cheque.

As WITNESS the hands of the parties hereto the day and year first above written.

恒生指數及分類指數期貨與期權免責聲明

根據恒生指數期貨市場及恒生分類指數期貨市場規例有關規則的免責聲明。「恒生指數及其四項分類指數(即恒生金融分類指數、恒生公用分類指數、恒生地產分類指數及恒生工商分類指數，統稱為「恒生分類指數」)，有關名稱及編製和計算程序，屬於恒生數據服務有限公司的專有財產，由恒生指數服務有限公司編製和計算。恒生指數服務有限公司以特許權方式，特許交易所使用恒生指數及恒生分類指數，創立、推出及買賣以恒生指數恒生分類指數為根據的期貨及指數期貨合約(統稱為「期貨及指數期權合約」)。恒生指數及恒生分類指數以及任何有關方程式成份股及因數的編製、計算程序和基礎，恒生服務有限公司可能會隨時更改而不另行通知，而交易所可隨時要求期貨合約及指數期權的買賣及計算，以另外的指數或另外計算的指數為依據。交易所、恒生數據服務有限公司及恒生服務有限公司均不向任何會員或第三者保證、聲明或擔保恒生指數及 / 或任何恒生分類指數及有關編製與計算或任何相關資料的準確性或完整性，而且不會發出或暗示與恒生指數及 / 或任何恒生分類指數有關的保證、聲明或擔保。此外，交易所、恒生數據服務有限公司或恒生指數服務有限公司均不承擔以下的責任：因期貨及指數期權合約及 / 或有關交易使用恒生指數及 / 或任何恒生分類指數而起的責任；或因恒生數據服務有限公司編製及計算恒生指數及 / 或任何恒生分類指數時不準確、有遺漏、出錯或發生延誤、中斷、更改或失靈(包括因疏忽而起者)而起的責任；或任何會員 或第三者因買賣期貨及指數期權合約而直接或間接蒙受的損失。參與期貨及指數期權合約買賣的會員或任何第三者，均充份明瞭本項免責聲明，同時不會對交易所、恒生數據服務有限公司及 / 或恒生指數服務有限公司有任何依賴。」

所有款項請以劃線支票抬頭利泰豐國際發展有限公司收

支票的背面請寫上戶口名稱及/或號碼。

為昭信守，雙方在前文所書日期簽署本協議。

Acknowledgement of risk disclosure statement

Name of Participant: **Legend Crown International Development Ltd**

Name of Client: _____

Address of Client: _____

I / We the undersigned acknowledge that I / We have read and understood the contents of this risk disclosure statement.

Client's Signature(s)

Name in print:

Date:

認收風險說明書

交易商名稱 **利泰豐國際發展有限公司**

客戶姓名 _____

客戶地址 _____

謹此證實本人/吾等已閱讀及明白風險說明書的內容。

簽署 X _____ X

日期

RISK OF MARGIN TRADING

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the licensed or registered person. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. You may be called upon at short notice to make additional margin deposits or interest payments. If the required margin deposits or interest payments are made with the prescribed time, your collateral may be liquidated without your consent. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

保證金買賣的風險

籍存放抵押品而為交易取得融資的虧損風險可能極大。你所蒙受的虧蝕可能會超過你存放於有關持牌人或註冊人作為抵押品的現金及任何其他資產。市場情況可能使備用交易指示，例如 "止蝕" 或 "限價" 指示無法執行。你可能會在短時間內被要求存入額外的保證金款額或繳付利息。假如你未能在指定時間內支付所需的保證金款額或利息，你的抵押品可能會在未經你的同意下被出售。此外，你應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合你。

RISK OF PROVIDING AN AUTHORITY TO HOLD MAIL OR TO DIRECT MAIL TO THIRD PARTIES

If you provide the licensed or registered person with an authority hold mail or to direct mail to third parties it is important for you to promptly collect in person all contract notes and statements of your account and review them in detail to ensure that any anomalies or mistakes can be detected in a timely fashion.

Note for licensed or registered persons

The licensed or registered person should confirm with the client at least on an annual basis whether that client wishes to revoke the authority. For the avoidance of doubt, it will be acceptable for the licensed or registered person to send a notification to the client before the expiry date of the authority and inform the client that it is automatically renewed unless the client specifically revokes it in writing before the expiry date.

提供代存郵件或將郵件轉交第三方的授權書的風險

假如你向持牌人或註冊人提供授權書，允許他代存郵件或將郵件轉交予第三方，那麼你便須盡速親身收取所有關於你帳戶的成交單據及結單，並加以詳細閱讀，以確保可及時偵察到任何差異或錯誤。

持牌人或註冊人注意事項

持牌人或註冊人應至少每年與客戶確認到底該客戶是否希望撤銷該項授權。為了清楚說明起見，持牌人或註冊人只需在該項授權屆滿的日期之前通知有關客戶，指明除非客戶在委託授權屆滿的日期前以書面明確地撤銷該項授權，否則該項授權但會自動續期。

RISK OF TRADING FUTURES AND OPTIONS

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

期貨及期權交易的風險

買賣期貨合約或期權的虧蝕風險可以極大。在若干情況下，你所蒙受的虧蝕可能會超過最初存入的保證金數額。即使你設定了備用指示，例如 "止蝕" 或 "限價" 等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。你可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，你的未平倉合約可能會被平倉。然而，你仍然要對你的戶口內任何因此而出現的短欠數額負責。因此，你在買賣前應研究及理解期貨合約及期權，以及根據本身的財務狀況及投資目標，仔細考慮這種買賣是否適合你。如果你買賣期權，便應熟悉行使期權及期權到期時的程序，以及你在行使期權及期權到期時的權力與責任。

RISKS OF CLIENT ASSETS RECEIVED OR HELD OUTSIDE HONG KONG

Client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap.571) and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

在香港以外地方收取或持有的客戶資產的風險

持牌人或註冊人在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與《證券及期貨條例》(第 571 章) 及根據該條例制訂的規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。

Policy of Legend Crown International Development Limited on the Collection and Use of Customers' Personal Information

At Legend Crown International Development Limited, we want to provide the best service possible to our customers. One way that we do this is by using customer information to provide our customers with convenient access to the right products and services. We also recognize that our customers have important expectations regarding the use of that information.

1. From time to time, it is necessary for customers to supply Legend Crown International Development Limited with the data which are personal data ("Data") for the purposes of the Personal Data (Privacy) Ordinance. The purposes for which Data relating to a customer may be used are as follows:-
 - The daily operation of the services and facilities provided to customers;
 - Conducting credit checks;
 - Assisting other financial institutions to conduct credit checks;
 - Ensuring ongoing credit worthiness of customers;
 - Designing financial services or related products or customers' use;
 - Marketing financial services or related products;
 - Determining the amount of indebtedness owed to or by customers;
 - Collection of amounts outstanding from customers and those providing security for customers' obligations;
 - Meeting the requirements to make disclosure under the requirements of any legal and/or regulatory requirements or court orders binding on Legend Crown International Development Limited; and
 - Purposes relating thereto.
2. Failure to supply such data may result in Legend Crown International Development Limited being unable to open or continue accounts or establish or continue margin facilities or provide advisory or investment banking services.
3. It is also the case that data are collected from customers in the ordinary course of the continuation of the investment banking relationship, for example, when customers write cheques, deposit or money.
4. Data held by Legend Crown International Development Limited relating to a customer will be kept confidential but Legend Crown International Development Limited may provide such information to:-
 - Any agent, contractor or third party service provider who provides administrative, telecommunications, computer, trade execution, payment or other services to Legend Crown International Development Limited in connection with the operation of its business;
 - Any other person under a duty of confidentiality to Legend Crown International Development Limited including a related company of Legend Crown International Development Limited which has undertaken to keep such information confidential;
 - Any financial institution with which the customer has or proposes to have dealings;
 - Any actual or proposed assignee of Legend Crown International Development Limited or participant or sub-participant or transferee of Legend Crown International Development Limited's rights in respect of the customer; and
 - Any exchange, entity, agency, regulatory body or Government in any jurisdiction if required by law or pursuant to any court orders, rules or regulations to which Legend Crown International Development Limited is subject. In such cases, Legend Crown International Development Limited is usually under a duty of secrecy and will not be able to notify a customer or seek his consent in relation to such release of information.
5. Clients of Legend Crown International Development Limited may have the right to
 - Check whether Legend Crown International Development Limited holds data about him and the right of access to such data;
 - Require Legend Crown International Development Limited to correct any data relating to him which is inaccurate; and
 - Ascertain Legend Crown International Development Limited's policies and practices in relation to data and to be informed of the kind of personal data held by Legend Crown International Development Limited.Legend Crown International Development Limited may charge a reasonable fee for processing such data access request.
6. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:-

The Data Protection Officer 27th Floor
Room 1001, Far East Financial Centre, Hong Kong Tel No:3693-2888

利泰豐國際發展有限公司對於個人資料（私隱）條例的政策指引

利泰豐國際發展有限公司一直致力為客戶提供最佳之服務。要達到此一目的，其中一個途徑就是利用客戶的資料，為客戶提供最方便的途徑，獲得合適的產品與服務。我們亦相信我們的客戶對此資料用途甚為關注。

1. 無論任何時候，客戶均需要向利泰豐國際發展有限公司提供個人資料「資料」，以作個人資料（私隱）條例下之用途。有關的客戶資料可能會由利泰豐國際發展有限公司或從利泰豐國際發展有限公司取得該等資料之任何人士用於下列用途：
 - 為客戶提供服務及信貸便利之日常運作；
 - 作信貸檢查；
 - 協助其他金融機構作信貸檢查；
 - 確保客戶的信用維持良好；
 - 為客戶設計金融服務或有關產品；

- 宣傳金融服務或有關產品；
 - 確定利泰豐國際發展有限公司對客戶或客戶對利泰豐國際發展有限公司的債務；
 - 向客戶及為客戶提供擔保或抵押的人士追收欠款；
 - 根據利泰豐國際發展有限公司及其分行須遵守的法例及監管條例要求作出披露；
 - 與上述有關的用途。
2. 未能向利泰豐國際發展有限公司提供有關資料，可能會導致無法開立或延續戶口及建立或延續信貸便利或提供其他金融及投資服務。
 3. 與利泰豐國際發展有限公司的正常業務往來過程中，例如：一般當客戶開發支票及提存款項時，利泰豐國際發展有限公司亦會收集到客戶的資料。
 4. 利泰豐國際發展有限公司會把客戶的資料保密，但如在業務運作中需要，利泰豐國際發展有限公司可能會把有關資料提供給：
 - 任何中間人、承包商，或提供行政、電訊、電腦、款項支付、或其他和利泰豐國際發展有限公司業務運作有關的第三者服務供應人；
 - 任何對利泰豐國際發展有限公司有保密責任的人，包括對利泰豐國際發展有限公司有保密資料承諾的與利泰豐國際發展有限公司同一集團的公司；
 - 任何一間或即將會與客戶有交易往來的金融機構；
 - 利泰豐國際發展有限公司的任何實在或建議受讓人或參與人或附屬參與人或利泰豐國際發展有限公司對客戶的權利的授權人；及
 - 在受制於有關的法例、法庭指令，或任何監管條例的情況下：任何交易所、實體、監管專員及機構和政府。通常在此情況下，利泰豐國際發展有限公司會須要遵守保密責任而不能通知客戶或在徵求客戶的同意後才向上述人士披露有關資料；
 5. 根據條例中的條款及根據條例核准和發出的個人信貸資料實務守則，客戶有權：
 - 審查利泰豐國際發展有限公司是否持有他的資料及有權查閱有關的資料；
 - 要求利泰豐國際發展有限公司改正有關客戶不準確的資料；
 - 查悉利泰豐國際發展有限公司對於個人資料的政策與實務及查詢利泰豐國際發展有限公司所持有的客戶個人資料的種類；
 - 根據條例的規定，利泰豐國際發展有限公司有權就處理任何查閱資料的要求收取合理費用。
 6. 任何關於資料查閱或改正資料，或查詢關於資料政策及實務或資料種類的要求，應向下列人士提出：

資料保護專員

香港灣仔灣仔道 133 號 27 樓

電話：2836 0210

注意：如本政策指引的中英文版本有任何歧異，概以英文本為準。

Broker Information Statement 經紀資料

Pursuant to the rules and Regulation of Hong Kong Futures Exchange Limited, we are required to provide you with the following information:

根據香港期貨交易所有限公司條例,本公司向客戶公開資料:

1. The name of our company is Legend Crown International Development Limited.
本公司名稱為利泰豐國際發展有限公司
2. Legend Crown International Development Limited is registered as a Type 2 Dealing in futures contracts licensed corporation under the Securities and Futures Ordinance, and Central Entity Number is AVW468.
利泰豐國際發展有限公司按香港證券及期貨條例註冊為第 2 類期貨合約交易持牌法團,中央編號為 AVW468
3. Legend Crown International Development Limited is registered as an Exchange Participant of Hong Kong Futures Exchange Limited, and also registered as a Clearing Participant of HKFE Clearing Corporation Limited.
利泰豐國際發展有限公司註冊為香港期貨交易所有限公司交易所參與者,亦為香港期貨結算有限公司結算參與者
4. Mr./Ms _____ of our company will primarily responsible for supervising your account with Legend Crown International Development Limited. He/she is registered as a Licensed Representative under the Securities and Futures Ordinance.
本公司 _____ 君已按證券及期貨條例註冊為交易所參與者代表,將負責處理台端於利泰豐國際發展有限公司之戶口
5. Legend Crown International Development Limited has obtained approval from the Exchange to trade in Equity Index Products and Equity Products.
利泰豐國際發展有限公司已獲香港期貨交易所有限公司批准參與交易股票指數產品及股票產品

Declaration By Registered Person 註冊人聲明

I, the undersigned, declare and confirm that I have provided and explained the Risk Disclosure Statement in a language of the Client's choice and that I have invited the client to read the Risk Disclosure Statement, ask questions and take independent advice if the Client wishes.

本人,以註冊人身份,確認本人已按照上述客戶所選擇的語言提供及解釋風險披露聲明及邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立意見(如客戶有此意願)。

Signed by 簽署:

Name 姓名:

CE No 中央編號:

互聯網期貨交易補充協議書

SUPPLEMENTAL AGREEMENT FOR INTERNET TRADING (FUTURES)

致：利泰豐國際發展有限公司

日期：

To: Legend Crown International Development Limited

Date：

敬啟者：

Dear Sir(s)/Madam(s),

本人(等)授權要求貴公司為本人(等)以本人(等)名義開立並操作一個互聯網期貨交易帳戶(下稱“帳戶”)，以執行本人(等)不時購入、賣出、保管或處理各類證券。有關帳戶之運作須受本互聯網證券交易補充協議書(“補充協議書”)及現金客戶協議書之條款及守則(“條款及守則”)規限，本人(等)確認補充協議書為條款及守則組成之一部份。

I/We hereby authorize and request you to open and maintain an internet futures trading account (“the Account”) in the name of me/us for the purchases, sales, holdings of and any other dealings in futures contracts. The Account shall be maintained and all such purchases, sales, holdings of and any other dealings in futures contracts shall be effected subject to and in accordance with the provisions of the Supplemental Agreement for Internet Trading (“Supplemental Agreement”) and the Terms and Conditions of Futures Client Account Agreement (“the Agreement(s)"). I/We confirm and acknowledge that the Supplemental Agreement forms an integral part of the Agreement(s).

本人(等)茲同意根據下列條件進行互聯網證券期貨交易：

I/We hereby agree to effect Transactions as hereinafter defined subject to the following terms and conditions of this Supplemental Agreement:

1. 帳戶 The Account

本人(等)保證客戶開戶資料內所載資料均屬真實及正確，貴公司在未收到本人(等)據期貨客戶協議書規定發出的資料變更通知前，貴公司有權依據該等資料行事，若該等資料有變更，本人(等)即儘快通知貴公司。

I/We warrant that the information set out in the Client Information Statement is true and correct and that you are entitled to rely fully on such information to act on my/our behalf unless and until you receive notice of any change from me/us in accordance with the provisions of the Agreement(s). I/We undertake to advise you promptly of any material change to such information.

2. 互聯網期貨交易 Internet Futures Trading Service

2.1 客戶只限於根據補充協議書及客戶協議書之有關條款使用互聯網期貨交易服務。

I/We shall use the internet futures trading service only in accordance with Supplemental Agreement and the Agreement(s).

2.2 本人(等)是帳戶唯一有權使用互聯網期貨交易服務的人。

I/We shall be the only authorized user of the internet futures trading service under the Account.

2.3 本人(等)承認此互聯網期貨交易服務為貴公司所專有。本人(等)保證及承諾本人(等)不會和不試圖損壞、修改、逆彙編、或以其他方式改變互聯網期貨交易服務的任何組成部份，也不試圖非法進入互聯網期貨交易服務的任何組成部份。本人(等)保證在本人(等)知道有人作出上述行動時馬上通知貴公司。

I/We acknowledge that the internet futures trading service is proprietary to you. I/We warrant and undertake that I/we shall not, and shall not attempt to, tamper with, modify, decompile, reverse engineer or otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the internet futures trading service. I/We undertake to inform you immediately if I/We become aware that any of the actions described above in this paragraph is being perpetrated by any other person.

2.4 本人(等)有責任將本人(等)之登入號碼密及帳戶號碼保密，並對所作用等負責。

I/We shall be responsible for the confidentiality and use of my/our client ID and Password.

2.5 本人(等)同意在獲悉以下事件後，隨即知會貴公司:-

I/We agree immediately to notify you if I/we become aware of:-

本人(等)之帳戶號碼及密碼遭遺失或盜用；或

- any loss or theft of my /our client ID and Password； or

本人(等)之任何登入帳戶號碼及密碼，或互聯網期貨交易服務或任何資料被非法使用；或

- any unauthorized use of any of my/our client ID and Password, or of the internet futures trading service or any information; or

本人(等)未能獲取訊息，顯示經已接獲及/或執行本人(等)透過互聯網期貨交易服務發出指令之訊息。

-any failure by me/us to receive a message that an order initiated by me/us through the internet futures trading service has been received and or executed through the internet futures trading service.

- 2.6 本人(等)須自行負責使用本人(等)之帳戶號碼及密碼的保密及使用。
I/We shall be solely responsible for all instructions entered through the internet using my/our client ID and Password.
- 2.7 本人(等)明白貴公司不會對本人(等)不能存取本人(等)之帳戶資料及透過互聯網期貨交易服務要求負責。
I/We understand that you will not be liable to me/us if I/we am/are unable to access my /our account information or request a transaction through the internet service.
- 2.8 本人(等)不得向第三方散佈資訊，同時只容許本人(等)作本身的用途或在本身業務的正常過程中使用。
I/We shall not distribute any confidential information to third parties, and shall be solely use such information or any part thereof for my/our own use or in the ordinary course of my/our own business.
- 2.9 本人不得使用或容許使用資訊或其任何部分作任何非法用途。
I/We shall not use or permit the use of any confidential Information or any part thereof for any illegal purpose.
- 2.10 電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而你就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，本人(等)應向為本人(等)進行交易的商號查詢這方面的詳情。
Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. My/our ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary, I/we should ask the firm with which I/we deal for details in this respect.

3. 法例及規則 Laws and rules

倘本人(等)向貴公司發出任何指令的地點為香港以外的地方，本人(等)同意確保及表明該等指令之發出將遵從於本人(等)發出指令的有關司法管轄區的任何及一切適用法律，而本人(等)更同意本人(等)遇有疑問時，應於有關司法管轄區諮詢或取得法律及專業意見。本人(等)同意支付就有關任何指示可能須繳付之收費或稅項，貴公司並不須就該等費用負上任何責任。

If I/we place any orders to you outside Hong Kong, I/we agree to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which my/our orders are given. I /We further agree that I/we shall, when in doubt, consult legal advisers and other professional advisers of the relevant jurisdiction. I/We accept that there may be charges or taxes payable to relevant authorities in respect of any instructions and that you shall not be liable for any of such cost.

4. 風險披露聲明書 Risk Disclosures Statement

本人(等)明白：

I/We hereby understand that:

- 4.1 由於無法預計互聯網上的通訊量、故屬一個存在不可靠因素之通訊媒介，而該等不可靠因素亦非貴公司所能控制，互聯網上的通訊有可能中斷、延誤或被未經授權各方取得的風險。雖然貴公司採取措施將此一風險減至最低限度，對於本人(等)因上述中斷、延誤或未經授權取得的結果而使本人(等)招致任何損失，貴公司不承擔任何責任。倘若本人(等)不準備接受上述風險，本人(等)不應在互聯網上向貴公司作出任何指示。
due to unpredictable traffic congestion of the Internet, an inherently unreliable medium of communication and that such unreliability is beyond your control, there is a risk that communication over the Internet may be interrupted, delayed or accessed by unauthorized parties. Notwithstanding measures taken by you to minimize this risk, you accept no responsibility for any loss which may be incurred by me/us as a result of interruptions or delays or unauthorized access. I/We should not place any instruction with you over the Internet if I/we are not prepared to accept such risk.
- 4.2 透過某個電子交易系統進行買賣，可能會與透過其他電子交易系統進行買賣有所不同。如果本人(等)透過某個電子交易系統進行買賣，便須承受該系統帶來的風險，包括有關系統硬件或軟件可能會失靈的風險。系統失靈可能會導致本人(等)的交易指示不能根據指示執行，甚或完全不獲執行。
trading on an electronic trading system may differ from trading on other electronic trading systems. If I/we undertake transactions on an electronic trading system, I/we will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that my/our order is either not executed according to my/our instructions or is not executed at all.
- 4.3 貴公司、香港期貨交易所有限公司（“期交所”）、香港期貨結算有限公司（“期貨結算公司”）及所有有關人士致力確保該系統

所提供資料之準確性及可靠性，惟資料之準確性及可靠性並無保證，且貴公司、期交所、期貨結算公司及所有有關人士概不須就任何因不準確或錯漏所產生之任何損失或損毀承擔任何責任(不論以文本或合約或其他形式)。

while you, Hong Kong Futures Exchange Limited (“HKFE”), HKFE Clearing Corporation Limited (“HKCC”) and all related parties endeavour to ensure the accuracy and reliability of the information provided through the system, there is no guarantee that such information is accurate and reliable and that you, HKFE, HKCC and related parties do not accept any liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

- 4.4 有關之電子交易服務所提供之報價服務，乃由貴公司不時委聘的第三者提供。本人(等)同意貴公司無須就本人(等)或任何其他人士因未能依賴有關之電子交易服務而讓本人(等)獲取之任何期貨之報價所蒙受之虧損負責。

the real-time quote service and the message alert service (to receive message alert when the futures prices of such futures as specified by me/us reach a preset target price) is provided by a third party appointed by you from time to time. I/We agree that you shall not be responsible for any losses I/We or any other person may suffer for the failure of sending out the message alert and/or as a result of relying on any real time quote on prices of futures which may be available to me/us.

5 法律Law

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的司法管轄。

This Agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the jurisdiction of the Hong Kong Special Administrative Region.

公司戶口 CORPORATE ACCOUNT

授權簽名 (請附加公司印章)

Authorized Signature (with Business Chop)

董事姓名:

Director Name: _____

香港身份證/護照號碼:

H.K.I.D. Card/ Passport No: _____

董事姓名:

Director Name: _____

香港身份證/護照號碼:

H.K.I.D. Card/passport No: _____

日期 Date: _____

見證於 **In presence of:**

見證人簽署 **Witness Signature**

見證人姓名:

Witness Name: _____

見證人職業:

Witness Occupation: _____

利泰豐國際發展有限公司接受及確認

Accepted And Confirmed By

Legend Crown International Development Limited

簽署由 SIGNED by

獲授權董事/負責人員 its authorized Director(s)/Responsible Officer(s)

代表利泰豐國際發展有限公司

For and on behalf of

Legend Crown International Development Limited

姓名 Name:

見證於 In the presence of:

見證人 Witness Signature

客戶聲明 Declaration By Client

客戶確認已按照客戶選擇的語言(英文或中文)獲得風險披露聲明及已獲邀閱讀該風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。

The client acknowledges that the Risk Disclosure Statement was provided in a language of client's own choice (English or Chinese) and the client was invited to read the Risk Disclosure Statement, to ask questions and take independent advice if the client wishes.

公司戶口CORPORATE ACCOUNT

授權簽名 (請附加公司印章)

Authorized Signature (with Business Chop)

董事姓名Director Name: _____

日期Date: _____

董事姓名Director Name: _____

日期Date: _____

持牌代表聲明 Declaration By Licensed Representative

本人，以註冊人身份，確認本人已按照上述客戶所選擇的語言(英文或中文) 提供風險披露聲明、亦邀請客戶如有需要可以提出問題及徵求獨立的意見。

I, a licensed or registered person, declare that I have provided the above client with a Copy of the Risk Disclosure Statement in a language of the client's choice (English or Chinese) and invited the client to read the Risk Disclosure Statement, ask questions and take independent advice if the clients' wishes.

註冊人姓名(請用正楷字體填寫)

Name of licensed or registered person

(in block letters):

簽署:

Signed by:

日期 Date: _____

中央編號 CE Number: _____

只供公司使用 For Office Use only

Internet Account created by	Password prepared by:	
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日期:

致: 利泰豐國際發展有限公司
香港干諾道中 168 號
信德中心西座 37 樓 3703-4 室

關於電話、傳真及電傳指示之授權及賠償事宜

本人/吾等僅此授權 (惟你們沒有責任採取有關行動) 你們按本人/吾等「付款/轉帳指示」接受任何口頭或書面指示是以電話、傳真傳遞方式或電傳方式，並授權你們按照指示採取行動，將本人/吾等於你們公司帳戶之款項支付予或轉帳至本人/吾等於你們公司已登記之銀行帳戶 (為以下定義)。

本人/吾等願意承擔(i)在完成登記工作前向你們提供本人/吾等銀行帳戶資料之所需文件及資料; (ii)如日後本人/吾等向你提供本之銀行帳戶資料有所變更，本人/吾等會以書面作出通知。本人/吾等確認本人/吾等為該帳戶持有人並明白你可在沒有披露原因的情況下拒絕本人/吾等之登記要求。我們同意你們依照任何聲稱由本人/吾等或本人/吾等授權代表(們)如上述電話、傳真傳遞方式或電傳方式所作出之口頭或書面指示(合稱「付款/轉帳指示」)而完成之交易，不論有否已獲本人/吾等授權、知悉或同意，對本人/吾等均具約束力。

本人/吾等於此承諾會應你們的要求，並按你們認為需要之該種方式及於指定時間內，簽署你們依照上述「付款/轉帳指示」完成任何交易後，而需要完成授權手續之該等文件。

茲因你們同意按照上述授權而行事，本人/吾等承諾於任何時間賠償你們直接或間接因你們、你們的董事、職員或職員會員等接受本人/吾等的「付款/轉帳指示」及按此行事而引起之訴案、訴訟、索償、損失、費用及支出。

客戶簽署

帳戶名稱:

帳戶號碼:

Date:

Legend Crown International Development Ltd.
Unit 3 & 4, 37/F., West Tower, Shun Tak Centre,
168 Connaught Road Central, Hong Kong.

Dear Sirs,

Re: AUTHORIZATION AND INDEMNITY IN RESPECT OF TELEPHONE, FAX & TELEX INSTRTRUCTIONS.

I/We hereby authorize you to accept and act on (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission or telex regarding payment or transfer of funds from any of my/our account(s) with you to my/our bank account (s) ("Bank Accounts") which have been registered and approved by you upon my/our Payment/Transfer Instruction (as defined below). I/We undertake to (i) provide you with the necessary documentation and information in relation to the Bank Accounts for our verification before the completion of your registration work; and (ii) notify you if there is any subsequent change to the number or account holder or status of the Bank Accounts. I/We confirm that I/we am/are the account holder of the Bank Accounts and understand you are entitled to decline my/our request for registration of any proposed bank accounts without disclosing any reasons. I/We agree that any transaction effected by you on the basis of instructions, oral or written, given or purported to be given by me/us or my/our Authorized Representative(s) by telephone, facsimile transmission or telex as aforesaid (collectively referred to as "Payment/Transfer Instructions") shall be binding upon me/us and you are entitled to treat all such Payment/Transfer Instructions as given by me/us or within my/our authority with no duty to verify the genuineness thereof. I/We understand and agree to accept all the risks relating to the aforesaid authority given to you.

I/We hereby undertake to sign upon your request such documents as you may require to complete the authorization of any transaction completed in accordance with the above Payment/Transfer Instructions in such manner and with such time limit as you may in your discretion require.

In consideration of your agreeing to act in accordance with the above authorization. I/We undertake to keep you indemnified at all time against, and to save you harmless from, all actions, proceedings, claims, loss damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your accepting my/our Payment/Transfer Instructions and acting thereon.

Yours faithfully,

Client's Signature

Account Name:

Account No. :