



## Bacera International Corporation

百汇国际

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### 客户协议

请注意这里所提供的投资工具是场外差价合约(CFD)。CFD的投资同时涉及潜在的利润和损失的风险,这种损失会在不利的投资情况下,超出存放的基本保证金。CFD价格的变动受到各种全球因素和各个方面的影响。其中许多因素会引发CFD价格的不可预知及剧烈的变动,并会引起市场或相关法规部门的行为,而此等行为的结果会使客户无法结算某些交易。尽管交易商的职员和代理商不断地了解市场变动的情况,但他们无法保证他们预测的准确性,及无法保证损失不会超过一个特定的数字。您有可能会损失部分或全部的投资,所以请确保您所投资的资本是您纵使损失亦可以负担得起的。

在投入资金于百汇国际公司开设 CFD 账户作投资前,请先了解合约的性质以及您在买卖交易所以外的外币合约方面所面对的财务风险。此外,您也应该清楚就您的财务状况而言,这个投资工具不一定适合您。您在下方签署后,即表示同意您须面对客户协议书和交易所以外的外币合约所带来的财务风险。

### NOTICE

**PLEASE BE ADVISED THAT THE INVESTMENT VEHICLES OFFERED HEREIN ARE OVER-THE-COUNTER CONTRACTS FOR DIFFERENCE, (CFD). TRADING IN CFDS INVOLVES THE POTENTIAL FOR PROFIT AS WELL AS THE RISK OF LOSS, WHICH MAY, UNDER ADVERSE TRADING CONDITIONS, EXCEED THE AMOUNT OF INITIAL MARGIN DEPOSITED.**

**MOVEMENTS IN THE PRICE OF CFDS ARE INFLUENCED BY A VARIETY OF FACTORS OF GLOBAL ORIGIN AND DIMENSION. MANY OF THESE FACTORS CAN TRIGGER UNPREDICTABLE, VIOLENT MOVEMENTS IN THE PRICE OF CFDS AND MAY RESULT IN ACTION BY THE MARKET OR RELEVANT REGULATORY BODY. AS A RESULT OF SUCH ACTION, A CLIENT MAY BE UNABLE TO SETTLE CERTAIN TRADES.**

**ALTHOUGH THE STAFF AND AGENTS OF THE DEALER ARE IN CONSTANT TOUCH WITH MARKET MOVEMENTS, THEY ARE UNABLE TO GUARANTEE THE ACCURACY OF THEIR PREDICTIONS AND CANNOT GUARANTEE THAT ANY LOSS SHALL NOT EXCEED A SPECIFIED FIGURE. YOU MAY LOSE PART OR ALL OF YOUR INVESTMENT CAPITAL. PLEASE, MAKE SURE THAT YOUR INVESTMENT CAPITAL IS CAPITAL THAT YOU CAN AFFORD TO LOSE.**

**BEFORE YOU COMMIT ANY INVESTMENT CAPITAL TO OPEN A CFD ACCOUNT WITH BACERA INTERNATIONAL, YOU SHOULD UNDERSTAND THE NATURE OF CFDS AND YOUR EXPOSURE TO THE FINANCIAL RISK THAT TRADING CFDS ENTAILS. YOU SHOULD ALSO BE AWARE THAT THE INVESTMENT VEHICLE OFFERED HEREIN MIGHT NOT BE SUITABLE TO YOU ACCORDING TO YOUR FINANCIAL**

此协议是由百汇国际公司（以下称“交易商”）和名称、地址和说明列于本文附表的一方（以下称“客户”）所签订。交易商同意允许客户在交易商开设一个或多个账户并为其提供在场外（以下称“OTC”）进行差价合约（以下称“CFD”），期货，指数，外汇和/或股票的购买和销售服务，客户同意交易商通过其账户进行这些购买和销售。

现双方同意如下： -

#### 1. 术语的定义

- A. 无论什么情况使用的「客户」应包括：如果客户是个人，包括客户和其各自的执行人及管理人；如果客户是独资经营企业，包括独资经营者及其执行人和管理人，及其在该企业的接任者；如果客户是合伙企业，包括在客户的上述金额或账户正在被维护期间是公司合伙人的合伙人，及其各自的执行人和管理人，及之后任何时候是或已经是公司合伙人的任何其它人，和其各自的执行人和管理人，及此等合伙企业的继任者；如果客户是公司，包括此公司及其继任者。
- B. 「必须保证金」指交易商不时自行决定的、要求客户在下达交易命令时或之前存放在交易商处的押金，以作为所有 CFD 交易的担保。

**STATUS. BY SIGNING THIS AGREEMENT YOU AGREE TO EXPOSE YOURSELF TO FINANCIAL RISK THAT THE CLIENT AGREEMENT AND CFD TRADING ENTAILS.**

**THIS AGREEMENT** is made between BACERA INTERNATIONAL (hereinafter referred to as “the Dealer”) and the party (hereinafter called “the Client”) agreeing to this document. In consideration of Bacera International agreeing to carry one or more accounts of the Client and providing services to the Client in connection with the purchase and sale of Contracts For Difference (hereinafter referred to as “CFDs”), futures, indices, foreign exchange, and/or shares through the over-the-counter market (hereinafter referred to as “OTC”), which may be purchased or sold by or through Bacera International for the Client’s accounts(s), the Client agrees as follows:

**NOW IT IS HEREBY AGREED AS FOLLOWS: -**

#### 1. Definition of Terms

- A. “The Client” wherever used shall include in the case where the Client(s) is/are individual(s) include the Client(s) and his/their respective executor(s) and administrator(s), in the case where the Client is sole proprietorship firm include the sole proprietor and his executor(s) and administrator(s) and his or their successor(s) in the business, and in the case of a partnership firm include the partners who are the partners of the firm at the time when the Client’s said amount or accounts are being maintained and their respective executor(s) and administrator(s) and any other person or persons who shall at any time hereinafter be or have been a partner of and in the firm and his/her respective executor(s) and administrator(s) and the successor(s) to such partnership business and where the Client is a company include such company and its successor(s).
- B. “Necessary Margin” means such level of deposit as may be required of the Client at the Dealer’s discretion from time to time to be deposited with the Dealer at the time of or before a trading order is placed by the Client as security for all CFD transactions.

<p>C. 「价格变动保证金」指一旦必须保证金由于市场不利的价格波动而减少时，交易商对客户要求的额外押金。对客户要求的价格变动保证金的数额应为恢复100%的必须保证金所需要的数额。</p> <p>D. 「额外保证金」指交易商认为需要存入给交易商的另外或额外的押金，以作为客户向交易商下达或将下达的任何或所有CFD交易指令的进一步担保。</p> <p>E. 「日」指美国持牌银行开业经营的日子。</p> <p>F. 「工作日」指任何正式公众假日除外的平日（即星期六和星期日除外）。</p> <p>G. 「授权代理人」指客户根据本协议段落3C 的规定而委派的授权代理人。</p> <p>H. 「加价」指交易商对某个报价增加或减少的点的数目的总称。</p> <p>I. 「规避」指同时持有同种货币的一对多头和空头部位。</p>	<p>C. "Variation Margin" means such additional deposit required of the Client by the Dealer in the event that the Necessary Margin has been impaired due to adverse price fluctuation in the market. The amount of Variation Margin required of the Client should be the amount required to restore the deposit to 100% of the Necessary Margin.</p> <p>D. "Additional Margin" means such further or additional deposit as the Dealer shall deem to be necessary to be deposited to the Dealer as further security for any or all CFD transactions placed or to be placed by the Client with the Dealer.</p> <p>E. "Day" means any day during which licensed banks in the United State are open for business.</p> <p>F. "Working Day" means any weekday (that is, excluding Saturdays and Sundays) other than a day that is an official public holiday.</p> <p>G. "Authorized Agent," means an authorized agent or agents appointed by the Client in pursuance to paragraph 3C of this Agreement.</p> <p>H. "Mark Up" collectively means the number of pips that are added or subtracted by the Dealer to a certain quote.</p> <p>I. "Hedge" means holding a pair of both buy and sell positions of the same investment vehicle at the same time.</p>
<p>2. 行为能力/适当权限</p> <p>A. 客户保证他作为个人，已成年及有完全行为能力，作为公司或股份公司，它恰当地建立和组成，并有权力签署本协议和所有已制定或将制定的合约，且在任何情况下，本协议和此等合约是，并将构成对客户法律约束和强制性的义务。百汇国际不接受任何美国公民、英国公民、加拿大公民的户口。如果交易商提供的服务与某些国家和地区的法律或规定有矛盾，交易商不会向这些国家或地区的任何人提供服务。客户有责任确定条款是否遵守其所在的地方法律或规定。</p>	<p>2. <b>Capacity/Due Authority</b></p> <p>A. The Client warrants that in the case of an individual, he is of full age and capacity, and in the case of a firm or corporation, it is duly constituted and incorporated and has power to enter into this Agreement and all contracts made or to be made, and in any case, this Agreement and such contracts are and will constitute legal binding and enforceable obligations of the Client. The Dealer does not accept Clients from the United States, the United Kingdom, or Quebec. The Dealer's services are not</p>

<p>B. 客户特此承认CFD交易投资的波动性非常高，对于所有和任何合约，尽管客户可能已经或被视为已经得到交易商、其代理人或职员的建议，但客户应被视为已根据其自己的判断和自行承担风险进行交易。客户承认其进一步意识到任何交易商的代理人和职员都未被授权代表交易商提供任何声明或建议，假如提供了此等建议，也仅为提供建议者的个人观点，客户将自行判断是否信赖此建议，并绝不应让提供此建议的人或任何其他他人承担客户由于信赖此建议而导致的损失。</p> <p>C. 交易商特此保证其是一家根据BVI法律正式组建的有限责任公司。</p> <p>3. 指令</p> <p>A. 所有指令应由客户使用清晰、毫无含糊的语言向交易商提供，且所有指令应仅在它们遵从在有关当地或指令市场随时存在或有效的宪法、法规、条例、习惯法、惯例、裁决、解释，和遵从所有当时适用的法律、法规和条例的情况下有效。</p> <p>B. 执行交易指令的指示可由客户或其授权代理人通过书面或口头（无论是电话或实际会面）或传真提供，一旦提供，这些指示未经交易商的书面同意或确认不得解除或撤消。</p>	<p>intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of the customer to ascertain the terms of and comply with any local law or regulation to which they are subject.</p> <p>B. The Client hereby acknowledges that trading in CFD products is extremely volatile and that in respect of all and any contracts, Client shall be deemed to have entered into the transaction upon his/her own judgment and at his/her sole risk, notwithstanding that he/she may have taken advice from or been deemed to have been advised by the Dealer, its agents or staff. The Client acknowledges that he/she is further aware that none of the agents and staffs of the Dealer is authorized on behalf of the Dealer to give any representation or advice and that if such advice be given, it is only a personal opinion of the person giving it and the Client will exercise his own judgment in deciding whether to rely on it and shall in no event hold the person giving the advice or any other person liable for any loss resulting from the Client's reliance upon such advice.</p> <p>C. The Dealer hereby warrants that it is a company duly incorporated with limited liability under the Law of the British Virgin Islands.</p> <p>3. <b>Orders</b></p> <p>A. All orders shall be given by the Client to the Dealer in clear and unambiguous terms and all orders shall not be valid unless it is in compliance with all constitution, rules, regulations, customs, usages, rulings and interpretations, from time to time existing or in force in the local or order markets concerned and, in compliance with all laws, rules and regulations then applicable thereto.</p> <p>B. Instructions to execute trading orders may be given in writing or orally (whether by telephone or actual meeting) or by telex and whether by the</p>
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<p>C. 客户同意并宣称其完全意识到CFD交易投资的风险，也意识到向交易商下达的交易会根据当时的情况而无法执行（特别是通过签订一份对应合约来结算任何现有合约的指令），所有在这些情况下引起的任何合约的损失应由客户承担。客户进一步同意交易商不应对任何合约中发生的，或由于客户供的指令的执行方式或时间选择而引起的损失负责，除非这种损失是由于交易商方面的失职或严重过失而引起的。</p> <p>D. 交易商的声明确认： -</p> <ul style="list-style-type: none"><li>a) 已经从客户得到一条指令或</li><li>b) 已经为客户账户执行一份合约，交易商准备的和由其授权官员签署的任何账单应为此合约的确定性证据，除非出现明显的错误。</li></ul> <p>E. 交易商任何时候都没有义务接受任何指令或签订任何合约，包括但不限于任何对应合约或全部或部分结算现有合约的任何合约。</p> <p>F. 尽管具有本条款的上述规定，但交易商特此保证尽最大努力执行所有从客户接收的指令，但是，会受到相应时间的市场情况的限制。</p>	<p><b>Client or his/her Authorized Agent, and once given may not be rescinded or withdrawn without the written consent or confirmation of the Dealer.</b></p> <p><b>C. The Client agrees and declares that he/she is fully aware of the risks involved in trading CFDs and is also aware that transactions placed with Dealer may, depending on then prevailing conditions, fail to be executed (in particular an order to settle any existing contract by entering into a matching contract) and all losses incurred in any contract in such circumstances shall be borne by the Client. The Client further agrees that the Dealer shall not be liable for any loss incurred in any contract or by reason of the manner or timing of execution of any order given by the Client save where such loss is incurred by reason of misconduct or gross negligence on the part of the Dealer.</b></p> <p><b>D. A statement by the Dealer confirming that:</b></p> <ul style="list-style-type: none"><li><b>(a) An order has been received from the Client or</b></li><li><b>(b) A contract has been executed for the account of the Client and any statement of account prepared by the Dealer and signed by its authorized officer shall be conclusive evidence thereof save for manifest errors.</b></li></ul> <p><b>E. The Dealer is under no obligation whatsoever at any time to accept any order or to enter into any contract, including but not limited to any matching contract or any contract to settle any existing contract in whole or in part.</b></p> <p><b>F. Notwithstanding the foregoing provisions in this clause, the Dealer hereby undertakes to use its best endeavors to execute all orders received from the Client subject, however, to the then prevailing conditions of the market at the relevant time.</b></p>
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#### 4. 结算和保证金

- A. 客户应按交易商可能不时指定的等级，使用交易商可以接受的货币向交易商存入保证金，但如果此货币非美元，则应根据交易商安排的汇率转换成美元。只要这种安排是善意的，交易商不应被要求提供最佳的汇率。交易商的客户分类账将始终及在客户结算账户时使用美元；客户有义务接受任何以美元支付的结余。
- B. 客户在向交易商开设所有新账户之前，应支付交易商规定的最小押金。为确保合约的履行，客户应不时根据交易商的要求，就所有的交易在交易商处维持一笔必须保证金。只要账户出现空盘部位时，客户应在其账户里存入及维持必须保证金。如果必须保证金减少，客户应在不迟于交易商指定的时间内存入价格变动保证金，以恢复100%的所需数额，否则交易商在认为适合保护其利益的情况下，将有绝对的酌情权影这响些行为。如果客户持有在不同时间取得的多头/规避部位，交易商应有权选择应清算的部位及顺序。这些行为应对客户有约束力，就像客户已经充分给予交易商适当的指示来影这响些行为一样。客户不能撤消地同意执行上述行为，交易商不对客户负有使其损失最小化或消除其损失的任何性质的责任或义务。

#### 4. Settlement and Margins

- A. The Client shall deposit with the Dealer margin at such level as the Dealer may specify from time to time in such currency as may be acceptable to the Dealer but such currency not being United States dollars shall be converted into United States dollars at a rate to be arranged by the Dealer. Provided that such arrangement is made in good faith, the Dealer shall not be required to give the best exchange rate. The Client's ledger with the Dealer will be based in United States dollars at all times and at the closing of the Client's account(s); the Client shall be obliged to accept payment of any balance in United States Dollars.
- B. A minimum deposit prescribed by the Dealer shall be required of the Client prior to opening all new accounts with the Dealer. The Client shall maintain a Necessary Margin with the Dealer as required by the Dealer from time to time for all trading transactions in order to secure performance on his contract commitments. For as long as the account shows an open position the Client shall deposit and maintain the Necessary Margin in his account. If the Necessary Margin is impaired, the same shall be restored by the Client to 100% of the required amount by depositing a Variation Margin not later than such time as the Dealer may appoint, failing which the Dealer will have an absolute discretion to affect such acts as it deems fit to protect its interest. In such circumstances where the Client holds open/hedge positions taken out at different times the Dealer shall have the right to choose which positions should be liquidated and in which order. Such acts will be binding upon the Client as if proper instructions to affect the same had been duly given to the Dealer by the Client. The Client irrevocably accepts that in carrying out such acts as aforesaid, the Dealer owes no duty or obligation of whatever nature to the Client to minimize or eliminate his/her loss.

<p>C. 如果交易商自行决定认为需要，或交易商决定需要额外保证金，客户同意按要求向交易商存入此等额外保证金，但是，尽管有额外保证金的要求，交易商仍可根据上述5B 段落的规定随时行使其权利。交易商可自行决定随时更改保证金要求。之前的保证金不应成为先例，这些要求一旦设立，即可适用于受到此变更影响的合约的现有部位和新部位。</p> <p>D. 客户无权就其支付给交易商作为押金、保证金或证券或其它目的的任何金钱要求交易商支付利息。</p> <p>E. 交易商保证金收据的发出应为确定承认在交易商处开设的客户账户里存入规定数额的保证金，且不应作为其它用</p>	<p>C. <b>Should the Dealer at its sole discretion deem it necessary or if the Dealer determines that Additional Margin is required, the Client agrees to deposit with the Dealer such Additional Margin upon demand provided, however, notwithstanding any demand for Additional Margin, the Dealer may at any time exercise its rights in accordance with paragraph 5B above. The Dealer may change margin requirements at its sole discretion at any time. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to new positions in the contracts affected by such change.</b></p> <p>D. <b>The Client shall not be entitled to any interest from the Dealer on any money paid to the Dealer whether as deposit, margin or security or for any purpose whatsoever.</b></p> <p>E. <b>The issue of the Dealer's margin receipt shall be conclusive acknowledgment of the deposit of the specified amount of margin in the Client's account(s) with the Dealer and shall serve no other purpose whatsoever.</b></p>
<p>5. 安全</p> <p>A. 交易商应对其持有的和/或在其客户账户中的，或其出于任何目的（包括为安全起见而保管的客户账户的所有借方余额，因交易商作为负责人、担保人、保证人或其他而产生的负债，和其它可能产生的客户和交易商的债务）拥有的所有财产、证券、权益、贷款和贷方余额有留置权。</p> <p>B. 如果必须补偿客户账户所产生的所有借方余额，交易商被特定授权无需致电或通知就可以转移客户向其存入的保证金或押金。</p>	<p>5. <b>Security</b></p> <p>A. <b>The Dealer shall have a lien on all property, securities, equities, credits and credit balances carried by and/or with it in any account for the Client or otherwise in the Dealer's possession for whatsoever purpose including safekeeping as security for all debit balances in any of the Client's account(s) and as security for all the Client's liabilities accrued due or contingent to the Dealer whether as principal, guarantor, surety or otherwise and as security against any other liability of the Client and the Dealer that may arise.</b></p> <p>B. <b>The Dealer is specifically authorized to transfer such amount from the margin or security deposited with it by the Client without call or notice as may be necessary to cover all debit balances which may arise in the Client's</b></p>

<p>C. 百汇国际公司有义务保证客户向我们提供的个人信息的安全。在客户识别、账户批准和开设时，百汇国际公司要求客户提供以下个人信息：</p> <p>I) 客户的全名  II) 家庭和办公地址  III) 家庭和办公电话  IV) 电邮地址  V) 护照号码或身份证号  VI) 婚姻状况  VII) 政府颁发的附带照片和签名的证件  VIII) 财务信息，例如估计的年收入、资产净值、流动资产和之前的投资经验和风险容忍度。  IX) 银行信息和主要的银行数据</p> <p>D. 百汇国际公司仅在获得您的同意的情况下收集您的个人信息。假如客户拒绝提供所需的信息，百汇国际公司保留拒绝客户申请开户的权利。我们仅在必须为您的账户提供服务或维护您的账户，及满足您的需求时使用您的个人信息。我们根据联邦法规维持实物形式的、电子形式的和程序上的安全措施，以保护您的个人信息。百汇国际公司向第三方分享、转让、销售或散布我们现有或之前客户的任何个人信息，请记住，我们保存有您与百汇国际公司通话的电话纪录，并可能在上述列出的情况下使用。</p> <p>6. 交易</p> <p>A. 客户承认CFD投资现货价格在各个机构间会有所不同，且每分钟都会发生变化，因而可能无法保证某项特定的交易被成功执行，即使交易价格是当时公布</p>	<p>account(s) with the Dealer.</p> <p>C. The Dealer is committed to keep the personal information that the Client provides to us secure.</p> <p>For customer identification, account approval, and account opening purposes, The Dealer requires the following personal information from the Client:</p> <p>a) Client's full name  b) Home and work addresses  c) Home and work telephone numbers  d) E-mail address  e) Passport number or country ID number  f) Marital status  g) Government issued Photo ID with signature  h) Financial information such as estimated annual income, net worth, liquid assets, and previous trading experience and risk tolerance  i) Banking information and principal bank references</p> <p>D. The Dealer collects the Client's personal information only with the Client's informed consent. The Dealer reserves the right to reject a customer's application if the customer refuses to provide required information. We access your personal information only when necessary to service or maintain your accounts, and to meet your needs. The Dealer maintains physical, electronic and procedural safeguards to guard your personal information. The Dealer does not share, transfer, sell or distribute any personal information about our existing or former customers with third parties except as permitted or required by law, and as necessary for business purposes. Bear in mind that phone calls with the Dealer are recorded, and can be used in such events, as listed above.</p> <p>6. Dealings</p> <p>A. The Client recognizes that trading spot prices on the CFD market may vary from institution to institution and from minute to minute and that it may prove</p>
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<p>的价格。因此，客户同意接受交易商不时向他提供的价格是当时具有的最佳价格。</p> <p>B. 客户将随时遵守和接受交易商不时规定的下指令和/或其它有关CFD投资事项的所有规则、保证金存放要求、交易事实和日程表。</p> <p>C. 客户应单独承担任何交易或合约的所有税款和征收额，并赔偿交易商对上述费用的支付。</p> <p>D. 客户在没有取得交易商书面同意的情况下，不得典当、更改或抵押任何合约或转让此协议下的利益。</p> <p>E. 交易商会给客户指定一个可识别客户的特定密码和账号。客户保证严格保密密码，并对任何向第三人的或意外的密码泄露完全负责。任何可向交易商提供密码的人应被视为相关账户的授权代理人。客户承认密码会有被未经授权的人或出于未经授权的目的滥用的风险，并同意完全承担此等风险，及完全免除交易商对此等风险引起的所有后果承担责任。客户一旦发现或怀疑密码被泄露给任何未经授权的人或有人提供了未经授权的指令时，应立即通知交易商。</p> <p>F. 交易商可纪录交易商与客户之间的任何性质的电话交谈。</p> <p>G. 双方同意，任何由交易商运作的磁带纪录系统纪录的交易商与客户在交易过程中的电话交谈应是任何CFD交易指令和/</p>	<p>impossible to affect a particular trade even at advertised prices. Thus the Client agrees to accept that such price as the Dealer may offer from time to time is the best price then available.</p> <p><b>B. The Client will observe and accept all rules, margin deposit requirements, trading facts, time table(s) for placing order(s) and/or other matters for and related to CFD trading as prescribed by the Dealer from time to time.</b></p> <p><b>C. All taxes and levies in respect of any transaction or contract shall be borne solely by the Client who shall indemnify the Dealer against payment of the same.</b></p> <p><b>D. The Client shall not pledge, change or mortgage any contract or assign the benefit thereof without the prior written consent of the Dealer.</b></p> <p><b>E. A specific code of Password and Account Number for the purpose of identifying the Client will be assigned by the Dealer to the Client. The Client undertakes to keep the Password strictly secret and shall be fully responsible for any disclosure thereof accidental or otherwise to any third person. Any person who can provide the Password to the Dealer shall be deemed to be the Authorized Agent for the relevant account(s). The Client acknowledges that there are risks of the Password being abused by unauthorized persons or for unauthorized purposes and agrees to bear such risks absolutely and to indemnify the Dealer in full against all consequences arising from such risks. The Client shall notify the Dealer immediately upon notice or suspicion of the Password being disclosed to any unauthorized person or any unauthorized instruction being given.</b></p> <p><b>F. Any telephone conversation between Dealer and the Client of whatever nature may be recorded by the Dealer.</b></p> <p><b>G. The parties agree that any telephone communication between the Dealer and the Client in the course of dealing recorded on the tape recorded system operated by the Dealer shall be binding</b></p>
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或合约或其它上述纪录的有关客户交易的事项的有约束力的证据。

- H. 交易商可对报价进行加价。一般最高可执行10点的加价。交易商保留在极端的市场情况下提高此加价的权利。

## 7. 垫付

- A. 假如客户无法或不愿在交易商要求结算的日期结算任何合约，交易商可（但没有义务这样做）通过直接全部或部分结算任何合约为客户垫款，客户保证，从此垫付日期开始直到和包括完全付清款项的日期，按要求附带利息地以等价的美元（以交易商规定的汇率，前提是此等规定是出于善意的，交易商不应被要求给予最佳的汇率）向交易商偿还任何此等垫款，利率为在当时美国优惠贷款利率基础上增加3%（年利率），按日计息。
- B. 除上述之外，对以下项目也应支付上述利率的利息：-
- a) 未付的或以现金形式存放的必须保证金、价格变动保证金或额外保证金的任何部分；
  - b) 任何应付给交易商且仍未偿付的数额。
- C. 本条款包含的内容不应被解释为对交易商为客户做出上述的任何垫付有约束力，也不应损害交易商根据本协议或法律、衡平法或习惯法所赋予的权利对客户或任何其他其他人具有的任何权利和赔偿要求。

evidence of any CFD trading order and/or contract or other matter concerning the Client's trading so recorded.

- H. The Dealer may apply a markup to quotations. Generally a markup up to 10 pips may be used. The Dealer reserves the right to increase this under extreme market conditions.

## 7. Advances

- A. In the event of the Client not being able or not willing to settle any contract on such dates as the Dealer shall require settlement, the Dealer may (but without obligation to do so) make advance to the Client by way of direct settlement of any contract in whole or in part and the Client undertakes to repay the United States dollars equivalent (at the exchange rate or rates as the Dealer shall stipulate, provided such stipulation is made in good faith, the Dealer shall not be required to give the best exchange rate) of any such advance to the Dealer upon demand with interest thereon at the rate of 3% per annum above the prime lending rate in the United States for the time being in force calculated on a daily simple basis from the date of such advance up to and including the date of repayment in full.
- B. In addition to the above, interest at the said rate shall be chargeable on the following items:
- a) Any part of the Necessary Margin, Variation Margin or Additional Margin not paid or deposited in the form of cash;
  - b) Any amount due to the Dealer and remaining outstanding
- C. Nothing herein contained shall be construed as binding the Dealer to make any advance to the Client as aforesaid or shall prejudice any of the rights and remedies which the Dealer may have against the Client or any other persons under this Agreement or as otherwise conferred by law, equity or usage.

<p>8. 违约</p> <p>A. 对于此协议的执行和任何CFD交易，任何以下事件应构成违约： -</p> <ul style="list-style-type: none"> <li>a) 客户对遵守此协议下的条款和条件或任何交易合约条款的延误或违约</li> <li>b) 对于客户或客户的公司，客户或客户的合伙人： <ul style="list-style-type: none"> <li>i. 死亡；</li> <li>ii. 破产，或已被诉请破产；</li> <li>iii. 精神失常或丧失签署协议或合约的一般行为能力</li> </ul> </li> <li>c) 如果客户为公司，客户的停业或清算，或会引起此等停业或清算的任何事件、决议、会议、请求或命令。</li> <li>d) 对于所有客户： - <ul style="list-style-type: none"> <li>i 委任一名委托管理人接管客户的财产，或客户的财产被扣押或查封；</li> <li>ii 客户出于任何原因在债务到期时未能或停止支付其债务；</li> <li>iii 已在客户和其债权人之间提议或执行了任何商议计划。</li> </ul> </li> </ul> <p>B. 在发生违约事件后，交易商的所有权利和赔偿在无需给予客户任何通知的情况下应自动成为可执行的，包括但不限于出售证券、抵消和合并账户，取消未执行的合约，结算客户账户中未清算的合约等权力。</p>	<p>8. <b>Default</b></p> <p><b>A. For the purpose of this Agreement and for any trading in the CFD market any of the following events shall constitute an event of default:</b></p> <ul style="list-style-type: none"> <li>a) Any delay or default by the Client in complying with the terms and conditions hereunder or under the terms of any trading contract</li> <li>b) In the case of an individual Client or a Client's firm, the Client or any of its constituent partners: <ul style="list-style-type: none"> <li>i. Dying;</li> <li>ii. Committing any act of bankruptcy, or petition for bankruptcy having been filed against him;</li> <li>iii. Becoming insane or otherwise losing his full capacity to enter into agreements or contracts in general.</li> </ul> </li> <li>c) In the case of a corporate Client, the winding-up or liquidation of the Client or any event, resolution, meeting, petition or order which may lead to such winding-up or liquidation.</li> <li>d) In the case of all Clients: <ul style="list-style-type: none"> <li>i. The appointment of a receiver over any of the Client's assets or the Client suffering any levy or execution thereon;</li> <li>ii. The Client shall for any reason fail or cease to pay any of his or its debts as and when they fall due or mature;</li> <li>iii. There has been proposed or implemented any scheme of arrangements between the Client and his or its creditors.</li> </ul> </li> </ul> <p><b>B. Upon the happening of any event of default, all the rights and remedies of the Dealer shall automatically become exercisable without the need of any notice being given to the Client, including but not be limited to all powers of sale of securities, set-off and consolidation of accounts, cancellation of unperformed contracts, settlement of non liquidated contracts from the Client's account(s).</b></p>
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C. 在任何情况下，交易商不应因执行任何其上述权利和赔偿而引起的任何损失或损害负责，除非此损失或损害是由于交易商方面的失职或严重过失引起的。

#### 9. 结算和分配

- A. 在客户账户终止时留下的余额应在收到账户终止通知后不迟于四（4）个工作日内偿还给客户。
- B. 如交易商的业务发生更改或继任，此协议的所有条款应继续有效，且在客户或其个人代表（或，如果客户为公司，其继任者和受让者）死亡后仍有约束力。交易商可无需等待客户财产的个人代表的指派，且无需通知任何此等个人代表（如果有），自行决定结清所有或任何客户的账户。
- C. 因客户账户的完全清算而引起上述账户的零或借方余额时，应视为协议终止（但不损害在终止前客户应享有的或因终止而产生的任何权利）。
- D. 如果客户死亡或停业，所有空盘部位被视为已结清，且所有未履行的合约应被视为已取消，但交易商不负责对在其实际收到死亡或停业的书面通知之前的此等指令所采取的任何行动。
- E. 如果客户无法遵守上述段落5 条款或此协议中其它条款的规定，无论交易商终止本协议与否，交易商应有权在无需致电或通知及在客户承担损失风险的情况下，自行选择通过公开或私下销售交易商持有或存放于交易商处的所有或任何财产和资产，或规避此交易，来全部或部分清算其账户。客户应按要求即时支付其账户中出现的任何不足额，并同意

C. The Dealer shall in no way be liable for any loss or damage arising from the exercise of any of its rights and remedies as aforesaid save where such loss or damage arises from the misconduct or gross negligence on the part of the Dealer.

#### 9. Settlement and Appropriations

- A. The balance left in the Client's account(s) at termination of such account(s) shall be repaid to Client not later than four (4) Working Days after receipt of notification thereof.
- B. All provisions hereof shall survive any change or succession in the Dealer's business and shall be binding after the Client's death upon his death his personal representative(s) (or if the Client is a company upon its successor(s) and assign(s)). The Dealer may, at its discretion, close all or any of the accounts of the Client without waiting for appointment of personal representative for the estate of the Client and without notification to any such personal representative, if any.
- C. Full liquidation of the Client's account(s) resulting in a zero or debit balance in the said account(s) shall be deemed to operate as termination of the Agreement (but without prejudice to any right accrued due prior to termination or arising thereof).
- D. In the event of the death or winding-up of the Client, all open positions shall be deemed settled and all unperformed contracts be deemed cancelled but the Dealer shall not be responsible for any action taken on such orders prior to the actual receipt by the Dealer of written notice of the death or winding-up of the Client.
- E. In the event the Client fails to meet the terms specified in paragraph 5 above or elsewhere herein whether or not the Dealer terminates this Agreement as herein provided, the Dealer shall have the right at its election without call or

充分赔偿交易商由于客户的不当行为或懈怠而蒙受的任何损失、索赔或损害。此条款下任何权利的执行不应作为放弃、免除或撤销客户账户在交易商处发生的任何不足额或借方余额。

#### 10. 账单和报告

- A. 报告、书面确认书、通知和其它通信可按本协议中提供的地址、电邮、电话或传真号码，或客户今后书面通知交易商应使用的其它地址或电话传送给客户（如果客户是联名账户且没有指定某个人，则接收人应被视为姓名最先出现在本协议附表的人），且所有如此传送的通信在打过电话、发过电邮，或投放在邮箱里，或被传送代理商收到时，无论客户实际收到与否都应被视为已传达。客户同意对由于没有通知交易商更改其在交易商处保存的详情纪录而引起的所有后果负责。
- B. 如果客户没有在交易商向客户传送书面确认后的两个工作日内，通过邮寄或其它方式，发出书面拒绝到此协议规定的地址（或交易商书面通知的其它地址），则执行客户有关客户账户的指令和账单的书面确认应为确定证明，且被视为接受。

notice and at the Client's risk as to loss to liquidate his account(s) in whole or in part by public or private sale of all or any of the property and assets carried by or deposited with the Dealer or to hedge the transaction. Upon demand, the Client shall pay promptly any deficiency in any of his account(s) howsoever the same may arise and agree to indemnify the Dealer fully against any loss, claim or damage suffered by the Dealer as a result of the Client's misfeasance or nonfeasance. The enforcement of any right hereunder shall not operate as any waiver, release or discharge of any deficit or debit balance, which may occur in the Client's account(s) with Dealer.

#### 10. Statements and Reports

- A. Reports, written confirmations, notices and any other communications may be transmitted to the Client (who, in the case of a joint account without nominating a person thereof will be deemed for these purposes to be the person whose name first appears in the Schedule hereto) at the address, email, telephone or facsimile number given herein, or at such other address or telephone number as the Client hereafter shall notify the Dealer in writing, and all communications so transmitted shall be deemed transmitted when telephoned, emailed, or when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not. The Client accepts full responsibility for all consequences arising out of any failure to notify the Dealer of any necessary alternation in his particulars kept in the records of the Dealer.
- B. Written confirmations of the execution of the Client's orders and statements of the Client's account(s) shall be conclusive evidence 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 the Dealer) within two (2) Working Days after transmittal thereof to the Client, by mail

- C. 如果双方发生争议或分歧，客户接受且同意：交易商的交易纪录复印件在任何法院或仲裁法庭为可接纳的，无需另外的或适当的交易纪录的证据。
- D. 交易商不对客户因通讯设施损害或故障引起的，或任何超出交易商合理控制和预期的其它原因所引起指令传送的延误所造成的损失或损害负责。
- E. 账户信息和账单可通过电子方式（Web/电邮）向客户发送。如客户提出正式的要求，可向客户发送实物账单。

#### 11. 费用

- A. 客户账户的借方余额应被收取交易商向客户提出的合理的利息和费用，以便在完全补偿和偿还的基础上（包括所有收集的成本和合理的律师费）足以补偿交易商的设施和额外服务。客户应按要求即时结算所有对交易商的未偿债务。
- B. 交易商有权向客户收费或要求支付费用，且客户同意无论是在执行指令之前或之后，按要求支付给交易商随时就每个合约不时指定比率的佣金、隔夜空盘部位的利息和交易商随时指定比率的杂费。
- C. 客户账户上的借方余额应被收取利息，利率为在当时美国优惠贷款利率基础上增加3%（年利率），按日计息。

or otherwise.

- C. In the event of a dispute or difference arising between the two parties, the Client accepts and agrees that copies of the Dealer's trading records shall be admissible in any court of law or arbitration without further or proper proof thereof.
- D. The Dealer shall not be liable to the Client for any loss or damage due to any delay in the transmission of orders arising out of a breakdown or failure of communication facilities or any other causes beyond the Dealer's reasonable control and anticipation.
- E. Account Information and Statements may be delivered to Client Electronically (Web/E-mail). A physical statement(s) may be delivered to Client by formal request.

#### 11. Charges

- A. Debit balances in the Client's account(s) shall be charged with such reasonable interest and charges as the Dealer may make to its Client generally to cover its facilities and extra services on full indemnity and reimbursement basis (including all costs of collection and reasonable legal fees). The Client shall promptly settle, upon demand, all liabilities outstanding to the Dealer.
- B. The Dealer shall be entitled to charge or demand payment from the Client and the Client agrees to pay upon demand at any time whether prior to or after execution of any order or orders, commission at such rate or rates as the Dealer shall specify from time to time in respect of each contract; interest on overnight open positions; and miscellaneous charges at such rate as the Dealer shall from time to time specify.
- C. Debit balances in the Client's account(s) shall be charged with interest at the rate of 3% per annum above the prime lending rate in the United States for the

<p>12. 其它</p> <p>A. 交易商不对由于超出其控制力范围内的原因而无法或延误履行其义务负责，这些原因包括但不限于火灾、风暴、不可抗力、暴动、罢工、停工、战争、政府控制、地方或国际的限制或禁止、任何设备的技术故障、电力故障、掉电或任何其它造成CFD价格反复无常的原因、国际和地方市场的关闭或其它影响交易商运作的原因。</p> <p>B. 本协议的所有条款不应在任何方面被弃权、更改、修改或修正，除非此等弃权、更改、修改或修正为书面且由交易商和客户的授权官员之一签署。除非客户向交易商提交书面要求，否则此协议不得撤回。但是，此等撤回在交易商收到撤回书面通知之前不影响任何交易商根据此协议达成的交易。</p> <p>C. 此协议在交易商收到客户的书面终止通知或客户收到交易商的任何书面终止通知之前依然完全有效，在收到书面终止通知后，交易商可根据上文规定自行选择清算客户的账户或将客户的账户转给客户指定的机构。</p> <p>D. 如果此协议的条款不符合，或将来任何时候变得不符合任何市场或主权机构、政府或管理机构，或任何具有对此协议的标的物具有管辖权的机构之现有或未来的法律、法规或条例，上述条款应被视为被取代和修改，以便符合此等法律、法规或条例，但在其它方面此协议应继续和仍然完全有效。</p> <p>E. 交易商提供有利于客户的此协议的特定义务的弃权或赦免不应损害或影响双方在此协议下的其它权利和义务。</p>	<p>time being in force calculated on a daily simply basis.</p> <p><b>12. Miscellaneous</b></p> <p><b>A. The Dealer is not liable for any failure or delay to meet its obligations due to any cause beyond its control which shall include but not be limited to fire; storm; act of God; riot; strike; lock-out; war; governmental control; restriction or prohibition whether local or international; technical failure of any equipment; power failure; blackouts or any other causes which results in the erratic behavior of the CFD prices; the closure of international and local market; or any other causes affecting the operation of the Dealer.</b></p> <p><b>B. All provisions of this Agreement shall not in any respect, be waived, altered, modified or amended unless such waiver, alteration, modification, amendment be committed to in writing and signed by one of the authorized officers of the Dealer and the Client. This Agreement shall not be revoked by the Client except by writing delivered to the Dealer. Such revocation, however, shall not affect any transaction entered into by the Dealer pursuant to this Agreement before the Dealer has received written notice of the revocation.</b></p> <p><b>C. This Agreement shall continue in full force and effect until receipt by the Dealer from the Client of written notice of its termination or receipt by the Client from the Dealer of any written notice of its termination and at the Dealer's election, the Dealer may liquidate the Client's account(s) as hereinbefore provided or transfer the Client's account(s) to such institution as the Client shall designate.</b></p> <p><b>D. If any provision hereof is or at any time should become inconsistent with any present or future law, rule or regulation of any market or of any sovereign body, government, or a regulatory body thereof, or of anybody which has jurisdiction over the subject matter of this Agreement, the said provision shall be deemed to be superseded or</b></p>
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<p>F. 时间应是此协议下产生的所有事情的要素。</p> <p>G. 在本协议中，除非与上下文不一致，指代人的词也包括公司和企业，指代男性的词也包括女性，指代单数的词也包括复数，反之亦然。</p> <p>H. 客户特此宣布此协议的内容已经使用其能理解的语言向其充分地解释，且其同意此协议的条款。</p> <p>I. 本合约签署人特此承认并同意下述情况有可能出现，即与百汇国际公司相关的官员、董事、附属方、关联方、职员、银行、银行职员或交易商将有可能是签署人帐户所达成交易的对立方的经纪人。签署人特此同意任何此等交易会受到有关执行买卖指令的银行、机构、交易所或交易委员会的条例或规定中可能包含的限制和条件所约束。</p>	<p><b>modified to conform to such law, rule or regulation, but in all other respects, this Agreement shall continue and remain in full force and effect.</b></p> <p><b>E. Any waiver or indulgency given by the Dealer in favor of the Client in respect of any specific obligations herein of the Client shall not prejudice or affect any other rights and obligations of both parties under this Agreement.</b></p> <p><b>F. Time shall be of the essence in relation to all matters arising under this Agreement.</b></p> <p><b>G. In this Agreement unless inconsistent with the context, words denoting person include corporation and firm, words denoting masculine gender include feminine gender, and words denoting singular number include plural number and vice versa.</b></p> <p><b>H. The Client hereby declares that the contents of this Agreement have been fully explained to him/her in a language he/she understands and that he/she agrees to terms of this Agreement.</b></p> <p><b>I. The undersigned hereby acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, bank, bank employee or dealer associated with the Dealer may be the opposing broker for a trade entered for the undersigned's account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules and Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitation and condition, if any, contained in any applicable Regulations of any regulatory agency(s) having rightful jurisdiction over such matters.</b></p>
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