

Account Opening Guide

Thank you for choosing Ong First Tradition Pte Ltd "OFTPL". Kindly refer to the steps below as a guide to the account opening process.
感谢您选择王第一利顺私人有限公司 ("OFTPL")。为了方便您开户,请参考以下步骤。

Step1: Complete Application 填好申请表

Carefully read the OFTPL Risk Disclosure Statements, Customer Trading Agreement, General Agreements & Product Disclosure Statement and Electronic Broking Facilities Agreement. Complete and Sign the Application form.

仔细阅读 OFTPL 客户交易协议、一般协议和产品披露声明, 风险披露声明以及电子经纪工具协议。填好并签署申请表。

Step2: Prepare Required Documents 准备证明文件

Prepare the required documents for submission together with the application. 连同申请表呈交以下证明文件。

- Photocopy of NRIC/ Passport 身份证 / 护照复印件
- Proof of address within last 3 months, e.g. Utility Bill, Bank Statement 过去 3 个月内的地址证明, 例如水电瓦斯费用单、银行对账单
- Signature to be verified by OFTPL Staff 由 OFTPL 职员核实的签名

Note: For Foreigners - Signature needs to be verified by OFTPL Staff, notary public/ commissioner of oath/ justice of peace/ solicitor
注: 外籍人士 - 由 OFTPL 职员/公证人/宣誓官/治安法官(太平绅士)/律师核实的签名

Step3: Submit Application 呈交申请

Mail your application and documents to our office. 将填好的申请表及证明文件寄至 OFTPL。

ONG FIRST TRADITION PRIVATE LIMITED
Tokio Marine Centre, 20 McCallum Street, 20th Floor
Singapore 069046

Step4: Fund Your Account 资金入戶

You may fund your account by the following ways. OFTPL does not accept cash deposits or third party deposits.
OFTPL 不接受现金存款或第三方存款。

a) Telegraphic Transfer 电汇

Please refer to ANNEX 3 for details. 请参考 ANNEX 3 详情

b) Cheque 支票

Please make cheque payable to "Ong First Tradition Tradition Pte Ltd".
Indicate your OFTPL account number and contact number on the reverse side of the cheque.
You may mail or deliver the cheque to OFTPL office.

请将支票表明支付与 "Ong First Tradition Tradition Pte Ltd"。在支票的背面标记您在 OFTPL 的账户号码和您的联系号码。
您可邮寄或亲自将支票送达给我们。

We will contact you when your application has been approved.

If you require assistance, please call us at +65 6671 1818 or email us at info@ongfirst.com.

在申请批准后,我们会尽快联系您。若您有任何疑问请致电+65 6671 1818 或电邮 info@ongfirst.com 询问。

MY INDIVIDUAL ACCOUNT 我的个人账户

1. My Personal Information 个人信息			
Full Name: (Dr/Mr/Mrs/Mdm/Ms) (as in NRIC/Passport) 英文全名: (博士/先生/夫人/女士/小姐)(与身份证/护照上的姓名一致)		Full Name (Chinese) 中文全名	
NRIC/ Passport No. 身份证 / 护照号码	Date of Birth 出生日期	Marital Status 婚姻状况	
Nationality 国籍		Singapore Citizen / Singapore Permanent Resident 新加坡公民 / 新加坡永久居民	
Home Telephone No. 宅电	Mobile Telephone No. 手机	Office Telephone No. 办公电话	Email (for receiving statement) 电子邮件 (供接收结单之用)
Residential Address 居住地址		Status of Residential Address: 居住地址情况: Owned 自有 / Mortgaged 按揭 / Leased 租赁	
Mailing Address (if different from above) 邮寄地址 (如与居住地址不同)			
Educational Qualification 教育资格			
<input type="checkbox"/> Tertiary (University/ Polytechnic) 大专		<input type="checkbox"/> Secondary (O, A Levels, Vocational Institute) 高中	
<input type="checkbox"/> Primary and below 小学			
2. My Account Relationship Details 账户关系详情			
Name of other Futures brokerage house(s) currently used for Derivatives Trading 目前用于进行衍生品交易的其他期货经纪商名称		<input type="checkbox"/> Yes 有 <input type="checkbox"/> No 没有	
If Yes, please provide details: 如有请提供详细信息:			
Are you a member or participant of any stock or futures exchanges or are you regulated or supervised by any governmental or supervisory agency? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		If Yes, please provide details:	
您是否是任何股票或期货交易所的成员或参与者, 或者您是否受任何政府或监管机构监管或监督? 如是请提供详细信息:			
3. Main Trading Interest of Account Holder(s) 账户持有人的主要交易兴趣			
<input type="checkbox"/> Commodities 商品		<input type="checkbox"/> Financial Futures 金融期货	
<input type="checkbox"/> Forex 外汇交易		<input type="checkbox"/> Metals/Precious Metals 金属/贵金属	
<input type="checkbox"/> Others 其他			
4. My Trading History 交易历史			
Do you have previous experience in Derivatives Trading? 您之前是否从事过衍生品交易?		<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	
If yes, please elaborate on the products traded and no. of years' experience: 如果是, 请说明所交易的产品和从事交易的年数:			
5. Know Your Client 了解客户			
Information provided by the client in this "ACCOUNT OPENING APPLICATION FORM" will be the basis on which advice will be given with regard to the suitability of derivative products to the client; and any inaccurate or incomplete information provided by the client may affect the suitability of the recommendation. 客户将根据就衍生产品适用性所获得的建议, 在本“开户申请表”中填写相关信息; 客户提供的任何不准确或不完整信息可能会对建议的适用性产生影响。			
a. Investment Objective 投资目标 <input type="checkbox"/> Income 收入 <input type="checkbox"/> Capital Appreciation 资本增值 <input type="checkbox"/> Trading and Speculation 交易和投资 <input type="checkbox"/> Others 其他			
b. My Employment Information 工作信息			
Occupation 职业		Name and Address of Company 雇主/公司的名称和地址	
Nature of Business 公司生意性质			
Annual Salary/Income 年总收入 <input type="checkbox"/> S\$20,001-S\$30,000 <input type="checkbox"/> S\$30,001-S\$50,000 <input type="checkbox"/> S\$50,001-S\$90,000 <input type="checkbox"/> Above 高于 S\$90,000 <input type="checkbox"/> Others 其他			
c. Financial Situation 财务状况			
Net Assets (assets minus liabilities): 资产净值 (资产减去负债):		Liquid Assets (assets that can be quickly converted to cash): 流动资产 (可快速转换为现金的资产):	
Bank Name 银行:		Bank Account Number 银行账户号码:	
d. Financial Requirements 融资要求			
Are you dependent on the assets / cash that you will be using for investments or trading with or through us to meet any current or anticipated payment requirements? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否		您是否依赖准备用以投资或与我们或通过我们进行交易的资产/现金, 以满足任何当前或预期付款要求?	

MY JOINT ACCOUNT 联合账户

1. My Personal Information 个人信息			
Full Name (Dr/Mr/Mrs/Mdm/Ms) (as in NRIC/Passport) 英文全名 (博士/先生/夫人/女士/小姐)(与身份证/护照上的姓名一致)		Full Name (Chinese) 中文全名	
NRIC/ Passport No. 身份证/护照号码	Date of Birth 出生日期	Marital Status 婚姻状况	
Nationality 国籍		Singapore Citizen / Singapore Permanent Resident 新加坡公民 / 新加坡永久居民	
Home Telephone No. 宅电	Mobile Telephone No. 手机	Office Telephone No. 办公电话	Email (for receiving statement) 电子邮件 (供接收结单之用)
Residential Address 居住地址		Status of Residential Address 居住地址情况 : Owned 自有 / Mortgaged 按揭 / Leased 租赁	
Mailing Address (if different from above) 邮寄地址 (如与居住地址不同)			
Educational Qualification 教育资格			
<input type="checkbox"/> Tertiary (University/ Polytechnic) 大专		<input type="checkbox"/> Secondary (O, A Levels, Vocational Institute) 高中	
<input type="checkbox"/> Primary and below 小学			
Relationship with Main Account Holder 与主要账户持有人的关系			
2. My Account Relationship Details 账户关系详情			
Name of other Futures brokerage house(s) currently used for Derivatives Trading 目前用于进行衍生品交易的其他期货经纪商名称		<input type="checkbox"/> Yes 有 <input type="checkbox"/> No 没有	
If Yes, please provide details 如有请提供详细信息:			
Are you a member or participant of any stock or futures exchanges or are you regulated or supervised by any governmental or supervisory agency?		<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	
If Yes, please provide details: 您是否是任何股票或期货交易所的成员或参与者, 或者您是否受任何政府或监管机构监管或监督? 如是请提供详细信息:			
3. Main Trading Interest of Account Holder(s) 账户持有人的主要交易兴趣			
<input type="checkbox"/> Commodities 商品		<input type="checkbox"/> Financial Futures 金融期货	
<input type="checkbox"/> Forex 外汇交易		<input type="checkbox"/> Metals/Precious Metals 金属/贵金属	
<input type="checkbox"/> Others 其他			
4. My Trading History 交易历史			
Do you have previous experience in Derivatives Trading? 您之前是否从事过衍生品交易?		<input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否	
If yes, please elaborate on the products traded and no. of years' experience. 如果是, 请说明所交易的产品和从事交易的年数。			
5. Know Your Client 了解客户			
Information provided by the client in this "ACCOUNT OPENING APPLICATION FORM" will be the basis on which advice will be given with regard to the suitability of derivative products to the client; and any inaccurate or incomplete information provided by the client may affect the suitability of the recommendation. 客户将根据就衍生产品适用性所获得的建议, 在本“开户申请表”中填写相关信息; 客户提供的任何不准确或不完整信息可能会对建议的适用性产生影响。			
a. Investment Objective: 投资目标: <input type="checkbox"/> Income 收入 <input type="checkbox"/> Capital Appreciation 资本增值 <input type="checkbox"/> Trading and Speculation 交易和投资 <input type="checkbox"/> Others 其他			
b. My Employment Information 工作信息: Occupation 职业		Name and Address of Company 雇主/公司的名称和地址 Nature of Business 公司生意性质	
Annual Salary/Income 年总收入 <input type="checkbox"/> S\$20,001-S\$30,000 <input type="checkbox"/> S\$30,001-S\$50,000 <input type="checkbox"/> S\$50,001-S\$90,000 <input type="checkbox"/> Above 高于 S\$90,000 <input type="checkbox"/> Others 其他			
c. Financial Situation: 财务状况: Net Assets (assets minus liabilities): 资产净值 (资产减去负债): Liquid Assets (assets that can be quickly converted to cash) 流动资产 (可快速转换为现金的资产)			
Bank Name 银行:		Bank Account Number 银行账户号码:	
d. Financial Requirements 融资要求 Are you dependent on the assets / cash that you will be using for investments or trading with or through us to meet any current or anticipated payment requirements? <input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否 您是否依赖准备用以投资或与我们或通过我们进行交易的资产/现金, 以满足任何当前或预期付款要求?			

MY PROFILE 我的资料

1. How did you get to know Ong First Tradition Pte Ltd ("Ong First")? 您是如何知道王第一利顺有限公司 ("Ong First") 的?
- Friend 朋友 Business Associates 业务伙伴 Marketing Advertisement (Website/Newspaper/Brochure) 市场广告 (网站/报纸/宣传手册)
- Client of Ong First/ Employee of Ong First/ Registered Representative of Ong First Ong First 的客户/ Ong First 的雇员/ Ong First 注册代表处
- Please specify name of client, employee or registered representative 请说明客户/ 雇员/ 注册代表处 姓名:
- _____
- Others, please specify 其他, 请说明: _____
2. In respect to your initial margin & subsequent margin deposit top-up, please tick in the appropriate box.
就您的起始保证金和随后的保证金的补充, 请勾选合适的选项:
- Self-Funded 自有资金 Funded by banks/finance companies 银行/融资公司提供的资金 Others, please specify 其他, 请说明 _____
- Estimated initial deposit \$ 预计起始保证金\$ _____
3. Depending on market conditions, what is the average number of trades do you think you would be doing every month?
根据市场条件, 您认为您每月的平均交易次数是多少?
- 5 to 10 trades / 5—10 次 11 to 30 trades / 11—30 次 Others, please specify range 其他, 请说明 _____
4. Do you have any immediate family members working with Ong First? 您的任何 直接 家属 是否是 Ong First 的雇员? Yes 是 No 否
- If yes, what is your relationship & please specify name of employee?
如果是, 请说明你们之间的关系以及该雇员/公关市场推广人员的姓名?
- _____
5. Are you acting as a Power of Attorney for any of the trading accounts opened with Ong First? Yes 是 No 否
- 您是否为在 Ong First 开立的任何交易账户担任全权委托人?
If yes, for which account(s) 如果是, 请说明账户名
- _____
6. Are you related to any politically exposed person (PEP)*? 您是否与任何知名政治人物有联系? Yes 是 No 否
- If yes, what is your relationship & please specify name and the country of PEP.
如果是, 请说明你们之间的关系, 并说明政治人物的姓名和国家。
- _____
- *note: "politically exposed person" means
(a) a natural person who is or has been entrusted with prominent public functions in a foreign country.
(b) immediate family members of such a person; or
(c) close associate of such a person.
"prominent public functions" includes the roles held by a head of state, a head of government, government ministries, senior civil servants, senior judicial or military officials, senior executives of state owned corporations, and senior political party officials.
- *注: “知名政治人物”指:
(a) 在国外拥有显要公共职能的自然人。
(b) 此类人士的直系亲属, 或
(c) 此类人士的亲密联系人。
“显要公共职能”包括国家、政府首脑、政府部门负责人、高级公务人员、高级司法或军方官员、国有企业高级行政人员和高级政党官员。
7. Have you been the subject of any proceedings of a disciplinary or criminal nature or been notified of any potential proceedings or any investigation which might lead to those proceedings, under any law in any jurisdiction?
您是否曾根据任何司法辖区的法律接受过任何纪律处分或刑事诉讼程序, 或被通知任何此类程序或可导致此类程序的任何调查? Yes 是 No 否
8. Have you been convicted of any offence, or is being subject to any pending proceedings which may lead to such a conviction, under any law in any jurisdiction?
您是否曾根据任何司法辖区的法律被判任何罪名, 或正在接受可导致此类判决的任何未决程序? Yes 是 No 否
9. Have you had any judgment (including a finding of fraud, misinterpretation, or dishonesty) entered against it or him in any civil proceedings or is a party to any pending proceedings which may lead to such a judgment, under any law in any jurisdiction?
您是否曾根据任何司法辖区的法律在任何民事诉讼程序中被判决(包括诈骗、误导或不诚实), 或是可导致此类判决的任何未决程序的当事方? Yes 是 No 否
- If the answer to any of the above questions is in the affirmative, attach annexes and supporting documents, where appropriate, to provide all relevant particulars.
如果您对上属任何问题的回答为“是”, 请随附件和支持文件(如适当), 以提供所有相关情况。

DISCLOSURE 一般披露

Please note that you may be required to provide further details if answer to any of the following question is "Yes".
请注意, 如果您对以下任何问题的回答为“是”, 您可能需要提供更多信息。

Have you (or the joint account holder, if applicable) ever been involved in any litigation or disputes with any brokers or securities houses in a personal capacity? Yes 是 No 否
您(或联合账户持有人, 如适用)是否曾以个人身份介入与任何经纪商或证券商的任何诉讼或争议?

Have you (or the joint account holder, if applicable) ever been subjected to bankruptcy proceedings? Yes 是 No 否
您(或联合账户持有人, 如适用)是否曾经申请破产程序?

Are you (or the joint account holder, if applicable) currently on contract employment? Yes 是 No 否
您(或联合账户持有人, 如适用)当前是否以合同形式被他人雇佣?

Have you (or the joint account holder, if applicable) ever been a partner, officer or employee of a securities house, futures exchange or clearing organization? Yes 是 No 否
您(或联合账户持有人, 如适用)是否曾是证券商、期货交易或结算机构的合伙人、管理人员或雇员?

Have you (or the joint account holder, if applicable) ever been a director of a company which has gone into insolvent liquidation? Yes 是 No 否
您(或联合账户持有人, 如适用)是否曾是资不抵债进行结算的公司的董事?

ELECTRONIC BROKING FACILITIES AGREEMENT 电子经纪工具协议

1. AUTHORISED USE 授权使用

1.1 The Customer has the sole responsibility and shall be liable for the security and safekeeping of the Customer's use ID, password and/or PIN issued by Ong First Tradition Pte. Ltd., hereinafter referred as "OFTPL", and /or OFTPL Electronic Broking Provider to the Customer. Accordingly, the Customer shall be fully responsible and liable for any Orders placed with OFTPL's Electronic Broking Provider, through the use of the Electronic Broking Facilities.

客户对由王第一利顺私人有限公司, 下称“OFTPL”和/或 OFTPL 的电子经纪供应商提供 给客户的客户用户名、密码和/或 PIN 的安全和保管承担全部责任和义务。因此, 客户应对通过使用电子经纪工具对 OFTPL 的电子经纪供应商所下达的指令承担全部责任和义务。

1.2 The Customer agrees that OFTPL's Electronic Broking Provider shall be entitled to rely on the correct entry of a PIN in Order to ascertain whether any Order given to OFTPL's Electronic Broking Provider is that of the Customer's and to act on that assumption. The Customer shall be liable for all such Orders placed with OFTPL's Electronic Broking Provider.

客户同意 OFTPL 的电子经纪供应商有权依据 PIN 的正确输入来确定给 OFTPL 电子经纪供应商所下达的任何指令是否由客户本人下达并根据这一假设行事。客户应对向 OFTPL 电子经纪供应商所下达的所有此类指令负责。

1.3 In placing Orders using the Electronic Broking Facilities, the Customer hereby agrees that any such Orders are only considered as having been received by OFTPL's Electronic Broking Provider upon them sending notification to the Customer through the Electronic Broking Facilities of its receipt and informing the Customer that the Order has been either accepted or rejected for execution. Any such notification shall be deemed to have been received by the Customer when the same is issued by OFTPL's Electronic Broking Provider and the Customer shall be bound thereby notwithstanding that such notification may not have actually been received by the Customer for any reason whatsoever. The Customer shall bear the sole responsibility of keeping records of the same.

在使用电子经纪工具下达指令时, 客户在此同意任何此类指令只有在 OFTPL 的电子经纪供应商通过电子经纪工具向客户发送其已收到指令的通知并告知客户该指令被接受或拒绝执行之后方可认为 OFTPL 的电子经纪供应商收到了指令。由 OFTPL 的电子经纪供应商所发送的任何此类通知应被视为已由客户接收, 并对客户具有约束力, 无论客户是否因为任何原因而未真正收到通知。客户应对保存相同记录承担完全责任。

2. DISTRIBUTION AND INTELLECTUAL PROPERTY 传播和知识产权

2.1 The Customer is not entitled to and shall not reproduce, transmit, disseminate, sell distribute, broadcast, circulate and/or exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the use of the Electronic Broking Facilities, except with the express written consent of OFTPL and OFTPL Electronic Broking Facilities. The Customer shall also not use such information and/or records for any wrongful or illegal purpose.

客户没有权利且不得复制、传输、分发、出售、散布、广播、传递和/或利用(无论以商业利益为目的或其他)从电子经纪工具或通过电子经纪工具获得的信息和/或报告, 除非获得 OFTPL 和 OFTPL 电子经纪工具的明确书面同意。客户亦不得将此类信息和/或记录用于任何不当或非法目的。

2.2 In requesting OFTPL to provide the Electronic Broking Facilities, the Customer accepts and acknowledges the fact that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports available and generated on the Electronic Broking Facilities as well as the Electronic Broking Facilities itself vest solely in and shall remain the exclusive property of OFTPL's Electronic Broking Provider. The Customer therefore agrees not to do anything what will violate or infringe OFTPL's Electronic Broking Provider intellectual property rights and shall take all-necessary measures to preserve and protect these rights.

在要求 OFTPL 提供电子经纪工具时, 客户接受并认可电子经纪工具产生和提供的信息和报告 以及电子经纪工具本身的知识产权完全属于 OFTPL 的电子经纪供应商并始终为其专有财产。客户因此同意, 不会以任何方式侵犯或违反 OFTPL 的电子经纪供应商的知识产权, 并采取所有必要措施保存和保护此类权利。

3. TRANSMISSION OF ELECTRONIC DATA 电子资料的传输

3.1 OFTPL and OFTPL's Electronic Broking Provider shall not be liable to the Customer for any Loss suffered or incurred by the Customer due to any inability of the Customer to access the Electronic Broking Facilities for any reason whatsoever, or for any errors, defect, malfunction or failure (whether total or partial) of the Electronic Broking Facilities (or any part thereof) or interruption or delay in response time of the Electronic Broking Facilities whether resulting or arising from any repair or servicing of the Electronic Broking Facilities; any damage, destruction, breakdown, mechanical or other defect, howsoever caused, to the Electronic Broking Facilities (or any part thereof); any corruption or damage to the Electronic Broking Facilities (or any part thereof); any failure by OFTPL and OFTPL's Electronic Broking Provider, its officers, employee, agents or servants to receive the Customer's instructions or Orders notwithstanding that the instruction or Order has been received by the Electronic Broking Facilities; or, any other cause whatsoever.

OFTPL 和 OFTPL 的电子经纪供应商对客户由于任何原因无法使用电子经纪工具, 或由于电子经纪工具(或其任何部分)的错误、缺陷、失误或故障(无论全部或部分), 或由于电子经纪工具的任何维修或维护所导致或造成的反应时间中断或延误、或由于任何原因对电子经纪工具(或其任何部分)造成的任何损坏、被损、停机、机械性或其他故障、电子经纪工具(或其任何部分)的任何侵蚀或损坏、OFTPL 和 OFTPL 的电子经纪供应商、其管理人员、员工、代理或雇员未能接收到客户的指示或指令(无论此类指示或指令是否已由电子经纪工具接收), 或任何其他原因而遭受或产生的任何损失不承担任何责任。

4. DISCLAIMER 免责声明

4.1 OFTPL makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use of purpose in relation to the information furnished under the Electronic Broking Facilities or any other features or aspect of the Electronic Broking Facilities, including but not limited to investment advice and/or access to information and/or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.

对于电子经纪工具所提供的信息或电子经纪工具的任何其他特点或方面的质量或相对任何特定使用目的的适销性或适当性, 包括但不限于投资建议和/或获取信息和/或执行任何购买或出售建议和/或对此类建议的取消或修改, OFTPL 不作任何明确或暗示性的保证、担保或表示。

ELECTRONIC BROKING FACILITIES AGREEMENT 电子经纪工具协议

4.2 OFTPL's Electronic Broking Provider may, through the Electronic Broking Facilities, provide quotes on prices at which OFTPL's Electronic Broking Provider may be prepared to transact with the Customer. The Customer acknowledges that it is possible that errors may occur in any such prices so quoted by OFTPL's Electronic Broking Provider. In such circumstances, without prejudice to any rights it may have under statute or common law, neither party will be bound by any Transaction purported to have been entered into (whether or not confirmed by OFTPL's Electronic Broking Provider) at a price which was, or ought reasonably to have been known to either party to be materially incorrect at that time of the Transaction. The party asserting that such Transaction is avoided under this Clause shall give notice to the other within 7 Business Days of the Transaction. If the Customer gives notice to OFTPL and OFTPL Electronic Broking Provider under this Clause, OFTPL's Electronic Broking Provider shall determine, acting reasonably, whether the price quoted was materially incorrect. Except in the case of fraud, OFTPL and OFTPL's Electronic Broking Provider does not accept any liability for any loss or damage suffered by the Customer as a result of the Customer's reliance on a price which the Customer knew, or ought reasonably to have known, to be materially correct.

OFTPL 的电子经纪供应商可通过电子经纪工具提供报价, OFTPL 电子经纪供应商将根据该报价与客户交易。客户承认 OFTPL 的电子经纪供应商的报价可能会出现错误。在此类情况下, 在不影响法令或普通法所规定的任何权利的前提下, 按照在发生交易时有实质性错误或双方应能得知有重大错误的价格所进行的交易(无论是否由 OFTPL 的电子经纪供应商确认)对双方均不具约束力。根据本条款确认此类交易无效的一方应在交易后的 7 个营业日内向另一方发出通知。如果客户根据本条款向 OFTPL 和 OFTPL 的电子经纪供应商发出通知, OFTPL 的电子经纪供应商应合理确定所报价格是否有重大错误。除欺诈情况外, OFTPL 和 OFTPL 的电子经纪供应商不对客户因依赖其所知或应能知道有重大错误的价格而蒙受的任何损失或损害承担任何责任。

4.3 OFTPL shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through Electronic Broking Provider. As such, any information, data or services provided through the Electronic Broking Provider should not be relied upon in relation to any investment decision, trading activities or Orders placed by the Customer who shall, at all times, rely on its own assessment and judgment in respect of any investment decision or proposed Transaction.

OFTPL 不对通过电子经纪供应商提供的任何信息、数据或其他服务的内容、准确性、及时性或完整性承担任何责任。因此, 由电子经纪供应商提供的任何信息、数据或服务不应作为任何投资决定、交易活动或下达指令的依据, 客户应始终依靠其自身的评估和判断做出任何投资决定或拟定交易。

4.4 OFTPL shall not be under any obligation to review the status of the Customer's Account for compliance with any applicable margin requirements. Notwithstanding this, OFTPL may, in its sole and absolute discretion, review the status of a Customer's Account for the purposes of ensuring compliance with any applicable margin requirements provided that OFTPL shall bear no liability whatsoever for any such review.

OFTPL 没有任何义务审核客户的账户状态, 看其是否符合任何适用的保证金要求。尽管如此, OFTPL 可自行及独立酌情决定对客户的账户进行审核, 以确保其遵守所有适用的保证金要求, 但 OFTPL 不对任何此类审核承担任何责任。

5. RIGHTS OF ACCESS 使用权

5.1 OFTPL shall bear no liability and shall not be responsible for any Loss of inconvenience that may be suffered by the Customer as a result of any action by a regulatory body in the exercise of its regulatory or supervisory functions over OFTPL. The Customer shall permit OFTPL and/or any regulatory body to have access to such terminals as OFTPL and/or the regulatory body may request, and the Customer shall co-operate in answering any of their queries in relation to any aspect of the Electronic Broking Facilities.

对于因监管机构对 OFTPL 实施管理或监督职能而导致客户蒙受的任何损失或不便, OFTPL 不承担任何义务和责任。客户应准许 OFTPL 和/或任何监管机构访问 OFTPL 和/或监管机构可能要求的终端, 且客户应配合回答其与电子经纪工具的任何方面相关的任何问题。

6. SECURITY 安全

6.1 The Customer shall at all times ensure that the integrity and the security of the Electronic Broking Facilities are preserved and maintained. Accordingly the customer shall ensure, inter alia, that there is no unauthorized use of Customer user ID, password and/or PIN. The Customer shall forthwith on being aware of any unauthorized access or theft of the PIN(s) or security code(s) notify OFTPL and OFTPL's Electronic Broking Provider and provide such particulars as OFTPL and OFTPL's Electronic Broking Provider may require.

客户应始终确保电子经纪工具的完整性和安全性获得保全和维护。因此, 除其他事物之外, 客户应保证没有对客户用户名、密码和/或 PIN 的无授权使用。客户在得知 PIN 或安全代码的未经授权使用或失窃后应立即通知 OFTPL 和 OFTPL 的电子经纪供应商, 并提供 OFTPL 和 OFTPL 的电子经纪供应商可能要求的细节。

6.2 The Customer shall bear the sole responsibility of complying with the obligations under this Clause. In the event that the Customer breaches its obligations under this Clause, the customer shall indemnify OFTPL and OFTPL's Electronic Broking Provider for any loss that OFTPL and OFTPL's Electronic Broking Provider may suffer as a consequence of such unauthorized access and use.

客户应对遵守本条款所规定的义务承担全部责任。如果客户违反其在本条款中所规定的义务, 客户应就 OFTPL 和 OFTPL 的电子经纪供应商由于此类无授权使用和访问所遭受的任何损失向 OFTPL 和 OFTPL 的电子经纪供应商做出补偿。

7. RISK WARNING 风险警示

7.1 The Customer hereby represents and declares that it understands and accepts the following associated with the trading using the Electronic Broking Facilities:

客户在此表示并声明其理解并接受如下与使用电子经纪工具交易相关的条款:

(a) that the electronic trading and order routing systems differ from traditional open outcry pit trading, and that Transactions undertaken using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. In this connection, the customer hereby undertakes, prior to engaging in such Transactions to familiarize itself with, and from time to time to keep itself updated on, the rules and regulations of the relevant exchange(s) offering the system and/or listing the relevant future contracts, and to understand, among other things, the system's order matching procedure, opening and closing procedures and prices, error trade policies and trading limitation or requirements, and

电子交易和买卖盘传递系统与传统公开喊价交易不同, 使用电子系统进行的交易受到提供该系统和/或合同挂牌的交易所的规章和条例的约束。因此, 客户在此承诺, 在参与此类交易之前, 了解并随时更新提供系统和/或相关期货合同挂牌的相关交易所的规章和条例, 并了解系统的指令匹配程序、开盘和报收程序和价格、错误交易政策和交易限制或要求, 以及

(b) Trading through an electronic trading or order routing system exposes the Customer to risks associated with system or component failure. Such system or component failure may result in the inability to enter new Orders, execute existing Orders, or modify or cancel Orders previously entered, as well as a loss of Orders or order priority.

客户在通过电子交易或买卖盘传递系统进行交易时可能面临的与系统或其组成部分故障相关的风险。此类系统或组成部分故障可能将造成无法输入新的指令、执行现有指令、或修改、或取消之前输入的指令, 以及丢失指令或指令优先权。

RISK DISCLOSURE STATEMENTS 风险披露声明

**NOTIFICATION ON SGX FUTURES TRADING RULE (FTR) 1.6 ON EXCLUSION OF LIABILITY, DISCLAIMER OF WARRANTIES & STATUTORY IMMUNITY
SGX 期货交易规则 (FTR) 第 1.6 条有关责任排除、免除保证和法定豁免的通知书**

The SGX-DT (the "Exchange") requires that this notification on the following Rule 1.6 be provided for your acknowledgement that it is acceptable and accepted by you: SGX-DT ("交易所") 要求向您提供有关如下第 1.6 条规定的通知书, 请确认您可以接受并且已经接受该规定:

**SGX FTR RULE 1.6 ON EXCLUSION OF LIABILITY, DISCLAIMER OF WARRANTIES & STATUTORY IMMUNITY
SGX 期货交易规则第 1.6 条有关责任排除、免除保证和法定豁免**

No Liability for Loss 对损失不承担责任

Unless otherwise expressly provided in this Rules or in any other agreements to which the Exchange is a party, the Exchange shall not be liable to any Person for any loss (consequential or otherwise, including, without limitation, loss of profit), damage, injury, or delay, whether direct or indirect, arising from:

除非在本《规则》或交易所为缔约方的任何其他协议中另有明确规定, 交易所不对任何人因如下事项所直接或间接蒙受的任何损失(无论是否相应而生, 包括但不限于利润损失)、损害、伤害或延误承担任何责任:

RISK DISCLOSURE STATEMENTS 风险披露声明

- (a) any action taken by the Exchange in connection with the discharge of its regulatory responsibilities including the suspension, interruption or closure of the Markets; or 交易所为履行其监管责任所采取的任何行动, 包括市场的暂停、中断或关闭; 或者
- (b) any failure or malfunction of Exchange Systems. 交易系统的任何故障或失误。
“Exchange Systems” refers to any pre-trade, trade or post-trade systems, including QUEST, operated by the Exchange in connection with the Markets.
“交易系统”指由交易所操控的与市场相关的任何交易前、交易中、或交易后系统, 包括 QUEST 在内。

Statutory Immunity 法定豁免

As provided under the Act, the Exchange or any Person acting on its behalf including any director or any Committee Member shall be immune from any criminal or civil liability for anything done (including any statement made) or omitted to be done with reasonable care and in good faith in the course of, or in connection with, the discharge or purported discharge of its obligations under the Act or this Rules.

根据《证券与期货法》, 交易所或任何代表交易所行事的个人, 包括任何董事或任何委员会成员, 在其履行或声称履行《证券与期货法》或本《规则》所规定义务的过程中或相关行为中, 对其给予合理的注意并出于善意所采取或未能采取的任何行动, 应免除任何刑事或民事责任。

Disclaimer of Warranties 免除保证

All warranties and conditions, both express and implied as to condition, description, quality, performance, durability, or fitness for the purpose or otherwise of any of the Exchange Systems or any component thereof are excluded except as required by law. The Exchange does not warrant or forecast that the Exchange Systems, any component thereof or any services performed in respect thereof will meet the requirements of any user, or that operation of the Exchange Systems will be uninterrupted or error-free, or that any services performed in respect of the Exchange Systems will be uninterrupted or error-free.

除受到法律要求者以外, 就任何交易系统或其任何组成部分而言, 对于其状况、说明、质量、性能、耐用性或适用性不提供任何明确或暗示性的保证和条件。交易所不予保证或预测, 交易系统、其任何组成部分或其履行的任何相关服务将可满足任何用户的要求, 或交易系统的运行不会出现中断或错误, 或交易系统履行的任何服务不会出现中断或错误。

Index Related Disclaimers 指数相关免责声明

The Exchange, Index Provider and any other party involved in, or related to, making or compiling any index do not guarantee the originality, accuracy or completeness of such indices or any data included therein. Contracts on any index (“Index Contracts”) are not sponsored, guaranteed or endorsed by the Index Provider or any other party involved in, or related to, making or compiling such indices. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any representations regarding the advisability of investing in such Index Contracts. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any warranty, express or implied, as to the results to be obtained by any person or any entity from the use of such index or any data included therein. Neither the Index Provider nor any other party involved in, or related to, making or compiling any MSCI Index makes any express or implied warranty, and expressly disclaims all warranties of merchantability and fitness for a particular purpose or use with respect to such index or any data included therein. Without limiting any of the foregoing, in no event shall an Index Provider or any other party involved in, or related to, making or compiling any index have any liability for any direct, special punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. In addition, neither the Exchange, an Index Provider nor any other party involved in, or related to, making or compiling any index shall have any liability for damages, claims, losses or expenses relating to any futures or options contracts that may be caused by any errors or delays in calculating or disseminating such index. “Index Provider” as used herein refers to MSCI, FTSE, IISL, NKS or such other index provider and their respective affiliates with whom the Exchange has or shall enter into agreements with for the creation and exploitation of indices and index-linked products.

交易所、指数供应商和任何其他涉及制定或编写任何指数或与之相关的当事方, 不在此类指数或其中所包含的任何数据的原创性、准确性或完整性做出保证。指数供应商或任何其他涉及制定或编写此类指数或与之相关的当事方不对任何指数合同 (“指数合同”) 进行保证、担保或支持。无论指数供应商还是任何其他涉及制定或编写任何指数或与之相关的当事方均不对此类指数合同投资的合理性做出任何保证。无论指数供应商还是任何其他涉及制定或编写任何指数或与之相关的当事方, 均不对任何人士或任何实体通过使用此类指数或其中所包含的任何数据而获得的结果做出任何明确或暗示性的保证。无论指数供应商还是任何其他涉及制定或编写任何 MSCI 指数或与之相关的当事方, 均不对该指数或其所包含的任何数据用于某特定目的或用途的适销性和适当性做出任何明确或暗示性的保证, 并明确免除所有保证。在不限制前述规定的前提下, 在任何情况下, 无论指数供应商还是任何其他涉及制定或编写任何指数或与之相关的当事方, 均不对任何直接、特别处罚、间接或相应而生的损失 (包括利润损失) 承担任何责任, 即使被告知有此类损失的可能性。此外, 无论交易所、指数供应商还是任何其他涉及制定或编写任何指数或与之相关的当事方, 均不对由于此类指数的计算或传播中的任何错误或延误而可能造成的与任何期货或期权合同相关的损害、索赔、损失或费用等承担任何责任。“指数供应商”在此指交易所为创建和利用指数及指数相关产品而与之签署或即将签署协议的 MSCI、FTSE、IISL、NKS 或其他此类指数供应商及其各自的分支机构。

SGX FTR 1.6 - Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity (22 Sep 2006)
SGX 期货交易规则第1.6条 - 责任排除、免除保证和法定豁免 (2006年9月22日)

SECURITIES AND FUTURES ACT (CAP. 289) 证券与期货法 (第 289章)

SECURITIES AND FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS (Rg 10) 证券与期货 (许可证和业务行为) 规定 (第10条)

RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED UNDER SECTION 128 (1) AND TO BE KEPT UNDER REGULATION 39 (2) (c) BY THE HOLDER OF A CAPITAL MARKETS SERVICES LICENCE TO TRADE IN FUTURES CONTRACTS OR LEVERAGED FOREIGN EXCHANGE CONTRACTS
根据第128(1)条的规定, 需向从事期货合同或杠杆外汇合同交易的资本市场服务许可证持有人提供风险披露声明, 并由其根据第39(2)(c)条规定保管。

1. This statement is provided to you in accordance with section 128(1) of the Securities and Futures Act (Cap. 289) (the Act).
本声明根据《证券与期货法》(第 289 章) 第128(1) 条提供。
2. This statement does not disclose all the risks and other significant aspects of trading in futures, options and leveraged foreign exchange. 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 the risks. Trading in futures, options and leveraged foreign exchange may not be suitable for many members of the public. You should carefully consider whether such trading is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances. In considering whether to trade, you should be aware of the following:
本声明无法披露期货、期权和杠杆外汇交易的全部风险及其他重要方面的信息。考虑到这些风险, 您只应在理解您将缔结的合同性质 (以及合同关系), 以及您可能承受的风险程度之后进行交易。许多公众并不适合从事期货、期权和杠杆外汇交易。您应根据您的经验、目标、财务资源和其他相关情况仔细考虑此类交易是否适合您。就是否进行交易而言, 您应当认识以下事项:

(a) Futures and Leveraged Foreign Exchange Trading 期货和杠杆外汇交易

(i) Effect of 'Leverage' or 'Gearing' "杠杆" 或 "传动" 作用

Transactions in futures and leveraged foreign exchange carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract or leveraged foreign exchange transaction so that the transaction is highly '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 the initial margin funds and any additional funds deposited with the firm 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 in order to maintain your position. If you fail to comply with a request for additional funds within the specified time, your position may be liquidated at a loss and you will be liable for any resulting deficit in your account.

期货和杠杆外汇交易具有高度风险性。相对于期货合同或杠杆外汇交易的价值, 起始保证金的金额很少, 因此该交易高度依赖“杠杆作用”或“传动作用”。相对微小的市场活动将会对您在押或即将存入的资金造成较大的影响, 这可能对您有利, 亦可能对您不利。您可能损失全部起始保证金以及为维持仓位而在交易所存入的额外资金。如果市场向不利于您的仓位的趋势发展或保证金金额提高, 您可能被临时要求支付大量额外资金以便维持您的仓位。如果您未能在指定时间内遵守额外资金的缴纳要求, 您可能会被迫平仓, 并且您将要对您的账户因此出现的任何亏欠承担责任。

RISK DISCLOSURE STATEMENTS 风险披露声明

(ii) Risk-Reducing Orders or Strategies 风险降低指令或策略

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions. 下达旨在将损失限制于特定数额内的某些指令（如当地法律许可的“止损”指令或“止损限价”指令）不一定有效，因为市场条件可能导致此类指令无法执行。有时，很难或者不可能在不遭受重大损失的情况下平仓。使用头寸组合的策略，例如“跨价”头寸和“跨期套利”头寸可能与采用简单的“多头”或“空头”头寸具有同样的风险。

(b) Options 期权

(i) Variable Degree of Risk 风险程度变化

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise 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 would have to increase for your position to become profitable, taking into account the premium paid and all transaction costs.

期权交易具有高度风险性。期权的买方和卖方应了解其考虑进行交易的期权类型（如卖出或买入期权）和相关风险。您应计算您的仓位获利需要期权增加的价值，并将支付的期权费及所有交易费用考虑在内。

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

期权买方可通过市场交易、行使期权或允许期权失效以平仓。行使期权可导致现金结算或由买方取得或提供潜在权益。如果是期货合同或杠杆外汇交易期权，买方将必须获得期货或杠杆外汇头寸（视不同情况而定），以及相关的保证金责任（见上文期货和杠杆外汇交易部分）。如果您购买的期权到期而未能获利，您将损失全部投资，这包括已支付的期权价格和交易费用。如果您考虑购买深度虚值期权，您应了解这种期权通常很难获利。

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

出售（“售出”或“授予”）期权一般要比购买期权承受更大的风险。尽管卖方收到的期权费是固定的，但卖方遭受的损失可能会超过其获得的权利金。如果市场向不利趋势发展，卖方将必须存放更多的保证金以维持仓位。卖方亦将承受买方行使期权的风险，而卖方将必须以现金结算期权，或取得或提供潜在权益。如果是期货合同或杠杆外汇交易期权，卖方将获得期货或杠杆外汇头寸（视不同情况而定），以及相关的保证金责任（见上文期货和杠杆外汇交易部分）。如果卖方持有原始期货合同、杠杆外汇交易或另一期权的相应仓位，则就所“包含”的期权而言，风险可能降低。如果期权未包含在内，则损失风险不可估量。

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

某些司法辖区内的交易所允许延迟支付期权费，以限制买方对保证金的支付责任不超过期权费数额。买方可能仍需承受损失期权费和交易费用的风险。在期权被行使或到期后，由买方负责支付届时任何未付的期权费。

(c) Additional Risks Common to Futures, Options and Leveraged Foreign Exchange Trading 期货、期权和杠杆外汇交易的其他共同风险

(i) Terms and Conditions of Contracts 合同的条款和条件

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

您应向执行交易的公司索取您所交易的具体期货合同、期权或杠杆外汇交易的条款和条件以及相关义务（例如在何种情况下您有义务交付或接收期货合同或杠杆外汇交易中的潜在权益，以及与期权相关的到期日和行权时间限制）。在特定情况下，交易所或结算所可能对某些未完成合同的条款（包括期权的行使价格）加以修改，以反映潜在权益的变化。

(ii) Suspension or Restriction of Trading and Pricing Relationships 交易暂停或限制和定价关系

Market conditions (e.g. illiquidity) 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.

市场条件（如非流动性）或某些市场规则的实施（如因涨跌停板或“断路器”措施造成任何合同交易或合同月份的暂停）将造成难以或无法执行交易或清平仓位，从而可能增加损失的风险。如果您出售了期权，这可能增加损失风险。

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

此外，潜在权益和期货合同之间、潜在权益和期权之间的正常定价关系可能不复存在。例如，当包含期权的期货合同受到价格限制而期权不受此限时，即可能发生这种情况。在缺乏基本参考价格的情况下，很难判定何为“公平”价值。

(iii) Deposited Cash and Property 存放现金和资产

You should familiarise yourself with the protection accorded to any money or other property which you deposit for domestic and foreign transactions, particularly in a firm's 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.

您应了解您为用于国内和海外交易而存放的任何款项或其他资产所应获得的相应保障，特别是在证券公司倒闭或破产的情况下。您能够收回的款项或资产数额可能受到具体立法或地方法规的管辖。在某些司法辖区，在金额短缺的情况下，可认定专属于客户的资产将会如现金一样按比例分配给客户。

RISK DISCLOSURE STATEMENTS 风险披露声明

(d) Commission and Other Charges 佣金和其他费用

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
在开始交易之前, 您应获得有关您将需要支付的所有佣金、费用和其他收费的说明。这些费用将影响到您的可得净利润(如有)或增加您的损失。

(e) Transactions in Other Jurisdictions 在其他辖区的交易

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to a rule 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 the regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you conduct your transactions for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

如果您在其他司法辖区内的市场(包括与本地市场有正规联系的市场)进行交易, 您可能需要承担额外风险。此类市场可能采用对投资者提供不同或较低保障的规则。在您进行交易前, 应先查询与您特定交易相关的任何规则。本地监管机构将无法要求客户进行交易所属的其他司法辖区内的市场或监管机构执行有关规则。因此, 在进行交易前, 您应向您进行交易的公司查询本地司法辖区及其它相关司法辖区所提供的补偿类型及相关详情。

(f) Currency Risks 货币风险

The profit or loss in transactions in foreign currency-denominated futures and options 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.

如果在外汇期货和期权合同交易中, 需要将合同货币转换成另一种货币, 则交易的损益(不论是在本地司法辖区或另一司法辖区进行交易)将受到汇率波动的影响。

(g) Trading Facilities 交易工具

Most open-outcry and 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 one or more parties, namely the system provider, the market, the clearing house or member firms. Such limits may vary. You should ask the firm with which you conduct your transactions for details in this respect.

大多数公开期货交易市场和电子交易设施依靠电脑系统进行交易中的指令传送、执行、对盘、登记或结算。所有工具和系统均有可能出现暂时中断或故障。您获得的损失赔偿或会受到系统供应商、市场、结算所或成员公司等一方或多方的责任限制。有关限制可能不同。您应向您进行交易的公司查询有关详情。

(h) Electronic Trading 电子交易

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 not executed at all.

通过电子交易系统进行交易不仅与在公开期货市场不同, 亦可能与其他电子交易系统不同。如果您通过电子交易系统进行交易, 您须承担与该系统相关的风险, 包括软硬件故障。系统故障可能导致您的指令无法根据您的指示执行, 甚至完全不能执行。

(i) Off-Exchange Transactions 场外交易

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

在某些司法辖区, 公司可获准进行场外交易。为您进行交易的公司可能是您交易对手方。在这种情况下, 有可能难以或根本无法平掉现有仓位、估算价值、厘定公平价格或评估风险。基于这些原因, 这些交易可能涉及更多风险。对场外交易的监管可能比较宽松, 或遵循不同的监管体制。因此, 在您进行此类交易前, 应先了解适用的规则和相关风险。

Note: "Margin" means an amount of money, securities, property or other collateral, representing a part of the value of the contract or agreement to be entered into, which is deposited by the buyer or the seller of a futures contract or in a leveraged foreign exchange transaction to ensure performance of the terms of the futures contract or leveraged foreign exchange transaction.

注: "保证金"指一定数额的资金、有价证券、资产或其他担保物, 代表所订立的合同或协议的一部分价值, 由期货合同或杠杆外汇交易的卖方或卖方存入以确保期货合同或杠杆外汇交易条款的履行。

SFA Form 13 - Risk Disclosure Statement (Rev. 1 Jul 2005) SFA 表 13 — 风险披露声明 (2005年7月1日修订版)

COMMODITY TRADING ACT (CHAPTER 48A) 商品交易法 (第48A章)
COMMODITY TRADING REGULATIONS 商品交易规定

RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED BY A COMMODITY BROKER, COMMODITY FUTURES BROKER OR SPOT COMMODITY BROKER
风险披露声明要求由商品经纪人、商品期货经纪人或现货商品经纪人提供

- This statement is provided to you in accordance with section 32 (1) of the Commodity Trading Act.
本声明根据商品交易法第32(1)条提供。
- The intention of this statement is to inform you that the risk of loss in trading in commodity contracts, commodity futures contracts and in spot commodity contracts can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition.
本声明旨在告知您商品合同、商品期货合同和现货商品合同交易具有极大风险。您因此应根据您的财务状况仔细考虑是否适合从事此类交易。
- In considering whether to trade, you should be aware of the following:
对于是否进行交易, 您应认识如下内容:
 - Margin: You may sustain a total loss of the initial margin and any additional margins that you deposit to establish a position or maintain positions in the commodity market, commodity futures market or spot commodity market. If the market moves against your positions, you may be called upon to deposit a substantial amount of additional margins, on short notice, in order to maintain your positions. If you do not provide the required margins within the prescribed time, your positions may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
保证金: 您在商品市场、商品期货市场或现货商品市场中建立或维持仓位而存放的初始保证金和任何附加的保证金可能会完全损失。如果市场向不利于您的仓位的趋势发展, 您可能被临时要求存入大量的额外保证金, 以便维持您的仓位。如果您未能在指定时间内支付所需的保证金, 您可能会被强制平仓, 并且您将对您的账户因此出现的任何亏欠承担责任。
 - Liquidation of position: Under certain market conditions, you may find it difficult or impossible to liquidate a position.
平仓: 在特定市场条件下, 可能难以或无法平仓。

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- (c) Contingent orders: Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
有条件指令: 下达有条件指令(如“止损”指令或“止损限价”指令)不一定能够将损失限制在特定数额内,因为市场条件可能使得此类指令无法执行。
- (d) "Spread" position: A "spread" position may not be less risky than a simple "long" or "short" position.
“跨价”仓位: 跨价仓位可能会与简单的“多头”和“空头”仓位具有同样的风险。
- (e) Leverage: The high degree of leverage that is often obtainable in commodity futures trading, trading in commodity contracts and spot commodity trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
杠杆作用: 在商品期货交易、商品合同交易和现货商品交易中经常可实现高度的杠杆效应,因为小额的保证金要求对您可有可无。使用杠杆效应可能带来巨额损失也可能带来巨额利润。
- (f) Foreign markets and off-futures exchange transactions: Funds placed with a commodity broker, commodity futures broker or spot commodity broker for the purpose of participating in foreign markets or off-futures exchange transactions, such as spot or other over-the-counter transactions, may not enjoy the same level of protection as funds placed in commodity markets or Commodity Futures Exchanges located in Singapore. 外国市场和场外期货交易: 为参与外国市场或场外期货交易(如现货或其他现场交易)而存放在商品经纪商、商品期货经纪商或现货商品经纪商处的资金,可能无法享有与存放于新加坡商品市场或商品期货交易所的资金同等的保障。
4. This brief statement cannot disclose all the risks and other significant aspects of the commodity market or of the commodity futures market. You should therefore carefully study commodity futures trading, trading in commodity contracts and spot commodity trading before you trade.
本简要声明无法披露商品市场或商品期货市场的全部风险及其他重要方面的信息。您因此应在进行交易前仔细地研究商品期货交易、商品合同交易和现货商品交易。

Note: "Margin" means an amount of money or collateral deposited by the buyer or the seller of a commodity contract, commodity futures contract or spot commodity contract to ensure performance of the terms of the contract.

注: “保证金”指商品合同、商品期货合同或现货商品合同的买方或卖方为确保合同条款的履行而存放的一定数额的资金或担保物。

CTA/CTR 2001 2nd Schedule Form 3 - Risk Disclosure 第二附件 表3 — 风险披露

NOTIFICATION ON RULES OF SINGAPORE MERCANTILE EXCHANGE PTE LTD ("SMX RULES"), SMX NOTICE 3007 ("SMX NOTICE") AND CLEARING RULES OF SINGAPORE MERCANTILE EXCHANGE CLEARING CORPORATION PTE LTD ("SMX CLEARING RULES")

有关新加坡商品交易所私人有限公司规则(“SMX 规则”)、SMX 通知 3007(“SMX 通知”)以及新加坡商品交易所私人有限公司结算规则(“SMX 结算规则”)之通知

1. SMX Rules SMX 规则

Pursuant to Clause 4.8 (1)(e) of the SMX Rules, you are hereby notified of the following
根据 SMX 规则的第 4.8 (1)(e) 条, 特此通告以下事项:

1.1 Clause 2.9: Limitation of liability 第 2.9 条: 责任限制

- (1) The Exchange shall have no liability, obligation or duty to any Member, any of their Customers, or any third party or person, including but not limited to, as a result of:
交易所将不就以下各项(包括但不限于)的结果对任何成员、任何其客户或第三方负有法律责任、义务或职责:
- (a) any Force Majeure event,
任何不可抗力事件;
- (b) any losses or damages, including consequential losses and damages, which may be incurred by any Member or any other person which may arise directly or indirectly with respect to the activities and functions of the Exchange,
与交易所的活动或职能直接或间接相关或由交易所进行的活动或交易直接或间接引起的、由成员或任何其他人员造成的损失或损害, 包括相应的损失和损害;
- (c) any failure, omission or error on the part of the Exchange including any losses or damages with respect to trading, clearing and settlement on the Exchange or Clearing Corporation, or suspension, interruption, cancellation or, closure or cessation of services of the Exchange or the Clearing Corporation, or any inoperability or malfunction of the ATS or Exchange TWS or any equipment, software, computer system or any other product operated, supplied or used by the Exchange or the Clearing Corporation,
交易所一方的任何失误、疏忽或错误, 包括以下任何损失或损害: 交易所或结算公司在交易、清算和结算方面造成的损失或损害; 交易所或结算公司暂停、中断、取消、结束或停止服务造成的损失或损害; 交易所或结算公司运行、供应或使用的 ATS、Exchange TWS、任何设备、软件、电脑系统或任何其他产品的任何不可操作性或故障所造成的损失或损害;
- (d) any decision of the Membership, Disciplinary or Appeals Committee exercising their powers, or the Exchange accepting a Member's resignation, or the Exchange's discharge of its regulatory responsibilities or powers, including any decision to suspend or terminate the membership of any Member, or declare any Member to be a Defaulter, or
成员部、纪检部或上诉委员会行使其权力做出的任何决定; 交易所接受成员退出的决定; 交易所履行监管职责或权力所作的决定, 包括暂停或终止任何成员的成员关系、或宣布某成员违约的决定; 或
- (e) the exercise or failure to exercise of any discretion or rights under these Rules or under the Clearing Rules.
行使或未能行使这些规则或结算规则项下的任何酌情决定权或权利。
- (2) Without prejudice to the foregoing, the Exchange does not make any warranty, express or implied, and shall not have any liability to any person in connection with or as result of:
在无损上述规定的前提下, 交易所并不以明示或暗示的方式做出任何保证, 亦不因以下各项或与之相关的原因而对任何人员负有任何责任:
- (a) any failure by the Exchange and the Clearing Corporation to provide any information to each other,
交易所和结算公司未能向彼此提供任何信息;
- (b) the accuracy, originality, completeness or timeliness of any information, data, or indices,
任何信息、数据或指数的准确性、原创性、完整性或及时性;
- (c) the merchantability and fitness for a particular purpose of, or use of any indices, information or data, or the Exchange TWS or ATS or any computer, trading, clearing and settlement systems of the Exchange, or
交易所的任何指数、信息、数据、或 Exchange TWS、ATS 或任何电脑、交易、清算和结算系统的使用或对特定目的的适销性和适用性, 或
- (d) any direct, indirect, special, punitive or consequential damages or loss of profits.
任何直接、间接、特殊、惩罚或必然的损害或利润损失。

RISK DISCLOSURE STATEMENTS 风险披露声明

- (3) The Exchange and the developer of any trading, clearing and settlement system or of any computer systems used or operated by the Exchange in relation to the functions of the Exchange shall not have any liability for any breach of any law, any act or omission, injury, death, damage to physical property, any direct or indirect losses, loss of operation time or loss of equipment or process, loss of reputation or losses or damages, economic loss, in connection with, incidental or consequential to the use or operation or installation of any such systems. All warranties and conditions including express and implied as to the description, condition, performance, quality, fitness for purpose, durability or otherwise of such systems or any components thereof are excluded except as required by law. Further, the Exchange does not warrant or forecast that such systems or any components thereof or any services performed in respect thereof will fulfill or meet the requirements of any user, or that operation of such systems will be error-free or uninterrupted or that any services performed in with respect to such systems will be error-free or be uninterrupted. For avoidance of doubt, nothing in these Rules, including this Rule 2.9(3) shall limit any liability of any developer of such systems to the Exchange.
交易所和交易所就其职能使用或运行的任何交易、清算和结算系统或任何电脑系统的开发商，均不对与任何相关系统的使用、运行或安装有关、偶然或必然引发的以下各种情况负有任何责任：任何违反法律的行为、任何作为或不作为、伤害、死亡或对实物财产的损害、任何直接或间接的损失、操作时间损失或设备或进程损失、声誉损失、损失或损害、经济损失。除法律规定的情况外，所有明示和暗示的担保和条件均不包括在内，此类担保和条件包括相关系统或其任何组件的描述、条件、性能、质量、适用性、耐用性或其他方面。此外，交易所并不保证或预测相关系统或其任何组件或通过该系统提供的任何服务将符合或满足任何用户的要求，或相关系统的运行将不会出现任何故障或中断，或通过该系统提供的任何服务将不会产生任何失误或中断。为免生疑问，这些规则（包括本规则 2.9(3)）中并无任何条款限制任何相关系统开发商对交易所负有的任何责任。
- (4) In the event that an obligation of the Exchange must be performed by or prior to a particular time but is not performed on or before that time, the Exchange shall not be in violation of these Rules provided that it performs the relevant obligation within a reasonable timeframe thereafter.
在交易所必须于某个特定时间或之前履行其责任的情况下，如交易所并未按规定执行，但在随后的合理时间内履行了相关责任，则并不违反这些规则的规定。
- (5) No power conferred on the Exchange by these Rules, including but not limited to, any power to close out, transfer or call Margin or Daily Settlement Amounts shall impose any duty on the Exchange to exercise such power or to exercise such power in a particular way, and no person shall have any claim against the Exchange in relation to any decision made by the Exchange in good faith to exercise or refrain from exercising such powers, or exercising them in any particular manner.
这些规则赋予交易所的任何权力（包括但不限于任何停业、转让或提出差额或追加保证金或日常结算金额）均不对交易所强加任何有关行使此等权力或以特定方式执行此等权力的责任，且任何人均不得对交易所出于良好意愿作出的行使或保留行使此等权力或以任何特定方式行使此等权力的任何决定提出任何索赔。
- (6) The Exchange shall have no implied duties or obligations of any kind, and is only responsible for the performance of those obligations that are expressly required by the Act, any applicable laws in Singapore and these Rules.
交易所不负有任何种类的暗示职责或责任，仅须履行新加坡施行的相关法案、任何适用法律以及这些规则明确规定的那些责任。

1.2 Clause 2.10: Immunity 第 2.10 条：豁免权

The Exchange and its Officers, employees, contractors and/or agents (including members of any committees established under these Rules, whether past or present) shall not be liable for anything done (including any statement made) or omitted to be done in good faith and in the course of, the performance or purported performance of, or the discharge or the purported discharge of, the functions or obligations or in the exercise of any power under the Act or these Rules.
交易所及其高级职员、员工、承包商和/或代理（包括按照此等规则成立的任何委员会的以往或现任成员）均无须对在履行或声称履行、或执行或声称执行其职能或责任、或行使相关法案或这些规则项下的任何权力的过程中出于善意而做出的任何作为（包括做出的任何声明）或不作为负有任何责任。

1.3 Clause 2.12: Scope of the liability 第 2.12 条：责任范围

Each exemption from liability, defence or immunity available to the Exchange or to which the Exchange is entitled under these Rules, shall also be available and shall extend to protect every one of the Exchange's affiliates, Officers, employees, contractors, agents or members of committees formed under these Rules, past or present.
对交易所提供的或根据这些规则有权享有的任何免除责任、抗辩或豁免权同样适用于交易所的联营公司、高级职员、员工、承包商、代理或根据这些规则建立的委员会成员（包括以往或现有成员），以保护该等人士。

2. SMX Notice SMX 通知

Pursuant to Clause 4.8 (1)(e) of the SMX Rules, you are hereby notified of the following – 根据 SMX 规则的第 4.8 (1)(e) 条，特此通告以下事项

Clause 7: Actions taken by SMXCC or the Clearing Member – 第 7 条：SMXCC 或结算成员采取的措施

The Customer acknowledges that pursuant to the Rules of SMXCC under emergency or otherwise undesirable situation or in the event of default (not necessarily on the part of either the Member or the Customer), to close out a Contract, or to take such other steps as SMXCC deems fit. The Customer agrees that if SMXCC takes any action which affects the Contract, then the Member may take any action in its sole and absolute discretion, considered desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action taken by the Member will be binding on the Customer.

客户承认，根据 SMXCC 规则，在紧急或其他不合理的情况或违约情况下（不一定是成员一方或客户一方），可终止合同，或采取 SMXCC 认为合适的其他步骤。客户同意，如果 SMXCC 采取的措施对合同造成影响，成员可行使绝对酌情权自行决定并采取任何措施，以合理回应 SMXCC 所采取的措施，或缓解相关措施所产生的任何损失。成员采取的任何相关措施将对客户具有法律约束力。

3. SMX Clearing Rules SMX 结算规则

Pursuant to Clause 3.8.3 (1)(d) of the SMX Clearing Rules, you are hereby notified of the following – 根据 SMX 结算规则第 3.8.3 (1)(d) 条，特此通告以下事项

3.1 Clause 2.9: Limitation of liability – 第 2.9 条：责任限制

- (1) The Clearing Corporation shall have no liability, obligation or duty to any Clearing Member, Clearing Bank, any of their Customers, or any third party, including but not limited to, as a result of: 结算公司对任何结算成员、清算银行及其任何客户或任何第三方均不负有任何责任、义务或职责，包括但不限于以下各项的结果：
- a) any Force Majeure event, 任何不可抗力事件；
 - b) any losses or damages, including consequential losses and damages, which may be incurred by any Clearing Member or any other person which may arise directly or indirectly with respect to the activities and functions of or any transactions undertaken by the Clearing Corporation, 与结算公司的活动和功能直接或间接相关或由结算公司进行的交易直接或间接引起的结算成员或任何其他人员的损失或损害，包括相应的损失和损害；
 - c) any failure, omission or error on the part of the Clearing Corporation, including any losses or damages with respect to clearing and settlement on the Clearing Corporation, or suspension, interruption, cancellation or closure or cessation of services of the Clearing Corporation or the Exchange or any market whose contracts are cleared by the Clearing Corporation, or any inoperability or malfunction of equipment, software or any other product operated, supplied or used by the Clearing Corporation or the Exchange, 结算公司一方的任何失误、疏忽或错误，包括以下任何损失或损害：结算公司在清算和结算方面造成的损失或损害；结算公司或交易所或合同由结算公司结算的任何市场暂停、中断、取消、结束或停止服务造成的损失或损害；结算公司或交易所运行、供应或使用的任何设备、软件或任何其他产品的任何不可操作性或故障所造成的损失或损害；
 - d) any decision of the Disciplinary or Appeals Committee exercising their powers, or the Clearing Corporation accepting a Clearing Member's resignation, or the Clearing Corporation's discharge of its regulatory responsibilities or powers, including any decision to suspend or terminate the membership of any Clearing Member, or declare any Member to be a Defaulter Clearing Member, or 任何纪检部或上诉委员会行使其权力做出的任何决定；结算公司接受成员退出的决定；结算公司履行监管职责或权力所作的决定，包括暂停或终止任何成员的成员关系、或宣布某成员违约的决定；或
 - e) the exercise of, or failure to exercise, any discretion, powers or rights by the Clearing Corporation under these Rules or by the Exchange under the Exchange Rules. 结算公司根据此等规则或交易所根据交易所规则行使或未能行使任何决定、权力或权利。

RISK DISCLOSURE STATEMENTS 风险披露声明

- (2) Without any prejudice to the foregoing, the Clearing Corporation does not make any representation or warranty, express or implied, and shall not have any liability to any person in connection with or as result of:
在无损害上述规定的前提下, 结算公司并不以明示或暗示的方式做出任何保证, 亦不因以下各项或与之相关的原因而对任何人员负有任何责任
- a) any failure by the Exchange or the Clearing Corporation to provide any information to or communicate with each other,
交易所或结算公司未能彼此提供任何信息或相互沟通;
 - b) the accuracy, originality, completeness or timeliness of any information, document or data,
任何信息、文件或数据的准确性、原创性、完整性或及时性;
 - c) the merchantability, satisfactory quality and fitness for a particular purpose of, or use of, any information or data, computer, software or any clearing and settlement system used or operated by the Clearing Corporation, or
由结算公司使用或操作的任何信息、数据、电脑、软件或任何清算和结算系统的特定目的或用途的适销性、满意质量和适用性; 或
 - d) any direct, indirect, special, punitive, consequential damages or loss of profits.
任何直接、间接、特殊、惩罚、必然的损害或利润损失。
- (3) The Clearing Corporation, the Exchange and the developer of any trading, clearing and settlement system or of any computer system or software used or operated by the Clearing Corporation in relation to the functions of the Clearing Corporation shall not have any liability in respect of the operation or use of any such systems or software to the fullest extent permitted by law, including but not limited to, any breach of any law, any act or omission, injury, death, damage to physical property, any direct or indirect losses, loss of operation time or loss of equipment or process, economic loss, loss of reputation or losses or damages incidental or consequential to the installation, use or operation of any such system or software. All warranties and conditions including express and implied as to the description, condition, performance, quality, fitness for purpose, durability or otherwise of such system or any component thereof or software are excluded except as required by law. Neither the Clearing Corporation, nor the Exchange warrants or forecasts that such systems or any component thereof or software or any services performed in respect thereof will meet the requirements of any user, or that operation of such systems or software will be uninterrupted or error-free, or that any services performed in respect of such systems or software will be uninterrupted or error-free. Nothing in these Rules, including this Rule 2.9(3) shall, in any way, limit any liability of a developer of such systems or software to the Clearing Corporation.
根据法律, 结算公司、交易所和由结算公司使用或操作的任何与结算公司职能相关的交易、清算和结算系统或任何电脑系统或软件的开发方, 完全不应操作或使用此类系统或软件承担任何责任, 包括但不限于违反任何法律、法案或不作为、伤害、死亡、实体财产损失、任何安装、使用或操作此类系统或软件的直接或间接损失、操作时间损失或损坏设备或流程、经济损失、声誉损失、连带或相应损失。除受到法律要求者以外, 就任何系统或其任何组成部分或软件而言, 对于其说明、状况、性能、质量、特定用途之适用性、耐用性或其他不提供任何明示或暗示的保证和条件。结算公司或交易所均不予保证或预测, 此类系统及其任何组成部分或软件或其执行的任何相关服务将可满足任何用户的要求, 或此类系统或软件运行不会出现中断或错误, 或此类系统或软件执行的任何服务不会出现中断或错误。此等规则, 包括本规则第2.9(3)条的任何内容均不会以任何形式对结算公司的此类系统或软件的开发方作出任何责任限制。
- (4) Without prejudice to any of the foregoing, the Clearing Corporation does not make any representation or warranty, express or implied, and shall not have any liability to any person in connection with or as result of the accuracy, originality, completeness or timeliness of, or the merchantability, satisfactory quality and fitness for a particular purpose of, or use of, any indices, used by the Clearing Corporation. This exemption of liability available to the Clearing Corporation shall also extend to any developer(s) of such indices. Notwithstanding the foregoing, nothing in these Rules shall in any way limit any liability of a developer of such indices to the Clearing Corporation.
在无损害上述规定的前提下, 结算公司不作出任何明示或暗示的陈述或担保, 且不应承担任何与以下事项相关的责任或以下事项的结果: 由结算公司使用的任何指数或信息的准确性、原创性、完整性或及时性, 或特定目的或用途的适销性、满意质量和适应性。此适用于结算公司的免责声明还适用于此类指数的任何开发方。除上述之外, 此等规则的任何内容均不会以任何形式对结算公司的此类指数的开发方作出任何责任限制。
- (5) In the event that an obligation of the Clearing Corporation must be performed by or prior to a particular time but does not occur on or before that time, the Clearing Corporation shall not be in violation of these Rules provided that it performs the relevant obligation within a reasonable timeframe thereafter.
在结算公司必须于某个特定时间或之前履行其责任的情况下, 如结算公司并未按规定执行, 但在随后的合理时间内履行了相关责任, 则并不违反这些规则的规定。
- (6) No power conferred on the Clearing Corporation by these Rules (including but not limited to, any power to close out, transfer or call Margin or Daily Settlement Amounts) shall impose any duty on the Clearing Corporation to exercise such power or to exercise such power in a particular way, and no person shall have any claim against the Clearing Corporation in relation to any decision made in good faith to exercise or refrain from exercising such powers, or exercising them in any particular manner.
这些规则赋予结算公司的任何权力(包括但不限于任何停业、转让或提出差额或追加保证金或日常结算金额)均不对结算公司强加任何有关行使此等权力或以特定方式执行此等权力的责任, 且任何人均不得对结算公司出于良好意愿作出的行使或保留行使此等权力或以任何特定方式行使此等权力的任何决定提出任何索赔。
- (7) The Clearing Corporation shall have no implied duties or obligations of any kind, and is only responsible for the performance of those obligations that are expressly required by the Act, any applicable laws in Singapore and these Rules.
结算公司不承担任何种类的暗示责任或义务, 仅须履行新加坡施行的相关法案、任何适用法律以及这些规则明确规定的那些责任。

3.2 Clause 2.10: Immunity 第 2.10 条: 豁免权

- (1) The Clearing Corporation and its Officers, employees, contractors and/or agents (including members of any committees established under these Rules, whether past or present) shall not be liable for anything done (including any statement made) or omitted to be done in good faith and in the course of, the performance or purported performance of, or the discharge or purported discharge of, the functions or in the exercise of any power under the Act or these Rules.
结算公司及其高级职员、员工、承包商和/或代理(包括按照此等规则成立的任何委员会的以往或现任成员)均无须对在履行或声称履行、或执行或声称执行其职能或责任, 或行使相关法案或这些规则项下的任何权力的过程中出于善意而做出的任何作为(包括做出的任何声明)或不作为负有任何责任。

4. Acceptance and Execution 接受和执行

The acceptance and execution by the Customer of this document shall be condition precedents to OFTPL's performance of its obligations under the Customer Trading Agreement.
客户对此文件的接受和执行应以 OFTPL 履行客户交易协议规定的义务作为先决条件。

DECLARATION AND AGREEMENT 声明及协议

By signing this application and in consideration of Ong First Tradition Pte Ltd ("OFTPL") opening an account in the name of the applicant(s) herein as indicated in the Application, the applicant(s) hereby

通过签署本申请表，并有鉴于王第一利顺有限公司("OFTPL")将以申请表中所指明的申请人的名义开立账户，申请人在此

(i) declare, warrant and agree: 声明、保证和同意:

- (a) that all information submitted in connection with this application is true and accurate in all respects;
就本申请提交的所有相关信息在所有方面均是真实和准确的;
- (b) that the applicant(s) have read, understood, accepted and agreed to the terms and conditions set out in this application, including the OFTPL Customer Trading Agreement, General Agreements & Product Disclosure Statement, and Electronic Broking Facilities Agreement and that the applicant(s) have taken independent legal advice to resolve any doubts the applicant(s) may have in relation to these terms and conditions;
申请人已阅读、理解、接受和同意本申请表中规定的条款和条件，包括 OFTPL 客户交易协议、一般协议和产品披露声明以及电子经纪工具协议，且申请人已经取得独立的法律意见以解决申请人对此类条款和条件产生的任何疑问。
- (c) that the applicant(s) shall supply any additional information as OFTPL may require in connection with the processing of this Application and the opening, operation and maintenance of any Account or facility established with OFTPL;
申请人应向 OFTPL 提供为处理本申请表以及任何 OFTPL 业务账户的开立、运作和维护而可能要求的任何额外信息。
- (d) that the applicant(s) will execute all documents and instruments (including any security documents) and do all acts and things as may be required by OFTPL in connection with the processing of this Application and the opening, operation and maintenance of any Account or facility established with OFTPL;
申请人将签署 OFTPL 为处理本申请表以及任何 OFTPL 业务账户的开立、运作和维护而可能要求签署的所有文件和契约（包括任何担保文件）并采取其所要求的所有行动。
- (e) that where there are more than one person constituting the applicant(s), each of them shall be jointly and severally liable with the other(s) to OFTPL; and
如果申请人不止一人，则每位申请人应与其他申请人一起对 OFTPL 承担共同和独立责任，以及
- (f) that each of the applicant(s) has read, understood and accepted the terms of the Risk Disclosure Statements attached hereto, that the Risk Disclosure Statements are not substitutes for taking independent advice, and that (because among other things OFTPL is not the applicant(s) fiduciary or investment adviser) no Transaction will be entered into as the basis of any reliance on any statement, advice or information by OFTPL; and
各申请人已阅读、理解和接受本申请表随附的风险披露声明中的条款，风险披露声明不得取代所应取得的独立意见，（由于 OFTPL 并非申请人的信托或投资顾问），申请人不应依据 OFTPL 提供的任何陈述、意见或信息而缔结交易。
- (ii) formally confirm the consent of the applicant(s) that insofar as OFTPL may provide custodial services with respect to securities that OFTPL be authorized as it deems fit to appoint and delegate to such foreign custodians as it selects to perform any or all custodial services required with respect to foreign securities as well as the respective consents of the applicant(s) as set out in the provisions below, including
正式确认申请人对连同以下条款中所规定的各项事宜的同意，只要 OFTPL 可能提供证券的相关托管服务，OFTPL 有权在其认为适当的情况下选择任命境外托管人并指定其履行任何或所有境外证券的相关托管服务，包括:
- (a) the consent for the opening of foreign trust accounts in clause A.7.3 in the Customer Trading Agreement ("CTA"); and
同意开立在客户交易协议 ("CTA") 第 A.7.3 条中的境外信托账户，以及
- (b) the consent for the disclosure of the information in clause A.27 in the CTA; and
同意披露在客户交易协议第 A.27 条中的信息。
- (iii) agree to receive Daily Activity Statement(s), Monthly Activity Statement(s) and/or trade Confirmation(s) (collectively, "Statements") via Ong E-Statement Portal and/or electronic mail address as specified in this Application Form. These services are available at no additional charge and will be effective until the applicant(s) otherwise notifies OFTPL in writing. All information technology system, in particular the electronic mail and Ong E-Statement Portal are vulnerable to disruption or failure and the reliability, timeliness, accuracy, quality, completeness and security of Ong E-Statement Portal and/or electronic mail ("Mishap") can never be assured. OFTPL shall not be liable to the applicant(s) for any and all risks, losses and damages including but not limited to consequential losses and damages in connection with or incidental to the Mishap, non-delivery, late delivery and/or misdelivery of any and all of the Statements via the electronic mail and/or Ong E-Statement Portal;
正式确认同意接收由 OFTPL 通过 Ong E-Statement Portal 或电子邮件方式发送到本申请表中所指定的电子邮件地址的每日交易确认书，每日交易结单，每月交易结单。该服务不另外收费，并在申请人另行书面通知 OFTPL 之前持续提供。所有信息技术系统包括 Ong E-Statement Portal 或电子邮件都有可能被中断或失败，因此可靠性、实时性、准确性、质量、完整性和安全性是不可能完全确定的。OFTPL 将不会对申请人因交易确认书或交易结单延误、丢失、无法投递和错误投递而承受的一切风险，损失或损害承担责任和义务。
- (iv) formally agree to waive prior notice by OFTPL and expressly consent to it assuming, from time to time the opposite side of our order(s) for its own account, an account of any person associated with or connected to it or an account in which it has direct or indirect interest, pursuant to section 126 of the Securities and Futures Act, Chapter 289 of Singapore, and with Rule 3.4.14 of the Futures Trading Rules of the Singapore Exchange Derivatives Trading Limited.
根据《证券期货法》第 126 条、新加坡相关法案第 289 章以及新加坡衍生性商品交易所期货交易规则第 3.4.14 条的规定，正式同意 OFTPL 放弃另行通知，以及以明示的方式同意它将对手单的情况记入其自身账户、与其关联或相关的任何人员的账户、或其拥有直接或间接权益的账户中。

The Client further represents that the above information provided in the application form is true and correct and that any representations made are accurate to the best of the Client's knowledge. OFTPL may rely fully on such information and representations for all purposes unless it receives notice otherwise. OFTPL is hereby authorized to provide any information contained herein to any officers of the Singapore Exchange Derivatives Trading Limited, Monetary Authority of Singapore or such other organizations to whom OFTPL may be obliged to disclose such information.

客户进一步声明，就客户所知，在申请表中提供的上述信息真实无误，且所做之任何表示均是准确的。除非另行收到通知，OFTPL 可为所有目的完全信赖此类信息和声明。OFTPL 在此被授权向新加坡交易所衍生品交易有限公司、新加坡金融管理局或其他 OFTPL 有义务向其披露此类信息的机构的任何管理人员提供本申请表中所包括的任何信息。

DECLARATION AND AGREEMENT 声明及协议

(Continued from previous page 从前页继续)

The original source of application form and agreements are in English language, versions of these in other languages are directly translated from the English version. In event of any disputes, the English version of the Application Form and agreements shall prevail.
申请表和协议的中文版本系从英文版本直接翻译而来，如有任何争议，以英文版本为准。

Signature of Customer 客户签名

Signature of Joint Account Holder(s) 联名账户持有人签名

Name of Customer 客户姓名

Name of Joint Account Holder(s) 联名账户持有人姓名

Date 日期

Date 日期

Signature of Witness 见证人签名

Name of Witness 见证人姓名

Designation of Witness 见证人职衔

Date 日期

Account Opening Checklist 开户清单

Singaporeans, PRs 新加坡人、永久居民

- Application Form 申请表
- Customer Account Review (CAR) Form 客户账户审核(CAR)表
- Customer Declaration –Risk Acknowledgement Form 客户声明表-风险确认
- Customer Trading Agreement, General Agreements & Product Disclosure Statement 客户交易协议, 一般协议和产品披露声明
- Photocopy of NRIC/ Passport 身份证 / 护照 复印件
- Proof of address within last 3 months, e.g. Utility Bill, Bank Statement 过去 3 个月内的地址证明, 例如水电瓦斯费用单、银行对账单
- Signature to be verified by OFTPL Staff 由OFTPL 职员核实的签名

Foreigners 外籍人士

- Application Form 申请表
- Customer Account Review (CAR) Form 客户账户审核(CAR)表
- Customer Declaration –Risk Acknowledgement Form 客户声明表-风险确认
- Customer Trading Agreement, General Agreements & Product Disclosure Statement 客户交易协议, 一般协议和产品披露声明
- Valid copies of passport and work permit (if applicable) 有效护照和工作许可 (如适用) 复印件
- Proof of address within last 3 months, e.g. Utility Bill, Bank Statement 过去 3 个月内的地址证明, 例如水电瓦斯费用单、银行对账单
- Signature to be verified by OFTPL Staff, notary public/ commissioner of oath/ justice of peace/ solicitor 由OFTPL 职员 / 公证人 / 宣誓官 / 治安法官 (太平绅士) / 律师核实的签名

FOR OFFICIAL USE 公司使用

To be completed by Ong First Tradition Pte Ltd Representative 由王第一利顺有限公司代表填写

Representative's reasonable basis for recommendation: 代表提出建议的合理基准:

Having regard to the information provided by the client in this "ACCOUNT OPENING APPLICATION FORM", there is reasonable basis for recommending the following products to the client: 鉴于客户在本“开户申请表”中提供的信息, 向客户推荐以下产品的基准是合理的:

- Commodities 商品 Financial Futures 金融期货 Forex 外汇交易 Others, please specify 其他, 请说明 _____

CUSTOMER ACCOUNT REVIEW (CAR) FORM 客户账户审核 (CAR) 表

This form must be completed for individual customer who is not an accredited investor, expert investor or institutional investor as defined under sections 4A(1)(a), (b) and (c) of the Securities and Futures Act (Cap. 289) respectively to assess whether the customer has the relevant knowledge or experience to understand the risks and features of derivatives/ Specified Investment Products (SIPs). The customer is deemed to have the relevant knowledge or experience in derivatives/SIPs for the purpose of opening a SIP trading account and trading in SIP if he/she fulfills at least one of the following criteria:

如果个人客户非《证券与期货法》(第 289 章)第 4A(1)(a)、(b) 和 (c) 条分别定义的合格投资者、专业投资者或机构投资者, 则必须填写此表格, 以评估该客户是否具备了解衍生品/特定投资产品 (SIP) 风险和特性所需的相关知识或经验。如果他/她至少满足下述标准之一, 则就开设 SIP 交易账户以及进行 SIP 交易之目的而言, 该客户可视为具备衍生品/SIP 方面的相关知识或经验。

Criteria	Requirement	Yes 是	No 否
Educational Qualifications (finance-related background relevant to derivatives or similar products) 学历 (与衍生品或类似产品相关的金融背景)	<ul style="list-style-type: none"> Diploma or higher qualifications in accountancy, actuarial science, business/business administration/business management/business studies, capital markets, commerce, economics, finance, financial engineering, financial planning, computational finance and insurance; or 具备下述领域的文凭或更高级资格认证: 会计、精算学、商业/工商管理/企业管理/商业研究、资本市场、商务、经济学、金融学、金融工程、财务规划、计算金融和保险; 或者 Professional finance-related qualifications, e.g. the Chartered Financial Analyst Examination conducted by the CFA Institute, USA and the Association of Chartered Certified Accountants (ACCA) Qualifications. 与金融相关的专业资格认证, 例如: 美国 CFA 学院主办的特许金融分析师考试和特许公认会计师 (ACCA) 协会的资格认证。 	<input type="checkbox"/>	<input type="checkbox"/>
Investment Experience (in derivatives or similar products) 投资经验 (在衍生品或类似产品方面)	Six transactions in SIPs in the preceding 3 years 在过去的三年里进行了六次衍生品 / SIP 交易。	<input type="checkbox"/>	<input type="checkbox"/>
Work Experience (directly related to derivatives or similar products) 工作经验 (与衍生品或类似产品直接相关)	A minimum of 3 consecutive years of working experience in the past 10 years, in the development of, structuring of, management of, sale of, trading of, research on or analysis of investment products (as defined in section 2 of the FAA), or the provision of training in investment products. Work experience in accountancy, actuarial science, treasury or financial risk management activities will also be considered relevant experience. 过去 10 年里, 在下述方面至少有连续 3 年的工作经验: 投资产品 (见 FAA 第 2 条的定义) 的开发、构建、管理、销售、交易、研究或分析, 或者提供投资产品培训。会计、精算学、财政或金融风险管理活动方面的工作经验, 也将视为相关经验。	<input type="checkbox"/>	<input type="checkbox"/>

Where the customer is assessed to **NOT** have the relevant knowledge or experience based on CAR, EITHER:
如根据 CAR 标准, 客户被评估为不具备相关知识或经验, 则客户应:

- the customer is deemed to possess the knowledge to trade in SIP by demonstrating sufficient understanding of the features and risks of SIPs through the completion of the **Online Education programme** of the SGX available on the SGX website at <https://onlineeducation.sgx.com/specifiedinvestmentproducts/> ;
OR
通过完成 SGX 的在线教育课程, 证明其充分了解 SIP 的特性和风险, 以此被视为拥有 SIP 方面的交易知识。如要了解在线教育课程的相关信息, 请登录 SGX 网站 <https://onlineeducation.sgx.com/specifiedinvestmentproducts/> ; 或
- "CUSTOMER DECLARATION FORM-RISK ACKNOWLEDGEMENT" is to be completed.
填写“客户声明表 - 风险确认”。

I declare that all information given in this application is true and correct, and I have not omitted any relevant facts.

I understand and acknowledge that any inaccurate or incomplete information provided by me may affect the outcome of the CAR.

I confirm that regardless of the outcome of this CAR, I am fully aware that I can, at any time, request for advice concerning a SIP. Upon such request, Ong First Tradition Pte. Ltd. and/or its licensed representatives shall provide such to me.

本人声明, 此申请所提供的任何信息均为真实准确的, 且没有忽略任何相关事实。

本人了解并确认, 本人提供的任何不准确或者不完整信息均会影响到 CAR 结果。

本人确认, 无论此轮 CAR 结果如何, 本人都完全了解, 本人可以随时要求获得有关 SIP 的建议。王第一利顺和/或其授权代表应按要求向本人提供相关建议。

Signature of Customer 客户签名

Signature of Joint Account Holder(s) 联名账户持有人签名

Name of Customer 客户姓名

Name of Joint Account Holder(s) 联名账户持有人姓名

Date 日期

Date 日期

Signature of Witness 见证人签名

Name of Witness 见证人姓名

Designation of Witness 见证人职衔

Date 日期

CUSTOMER DECLARATION FORM 客户声明表

RISK ACKNOWLEDGEMENT 风险确认

I confirm that I have been informed by the representative(s) of Ong First Tradition Pte Ltd ("OFTPL") and I fully understand that I have been assessed not to possess knowledge or experience in derivatives/Specified Investment Products (SIPs) pursuant to the Customer Account Review (CAR).

本人确认，王第一利顺有限公司 ("OFTPL") 代表已告知本人相关事项，与此同时，本人完全了解，根据客户账户审核 (CAR) 标准，本人被评估为不具备衍生品/特定投资产品(SIP)方面的知识或经验。

I confirm that I have decided to proceed with the opening of an SIP trading account and the transacting of SIPs despite not being in possession of knowledge or experience in derivatives.

本人确认，尽管本人不拥有衍生品方面的知识或经验，但仍然决定继续开设 SIP 交易账户并从事 SIP 交易。

I confirm that OFTPL representative(s) has/have fully explained to me the general features and risks associated with investing in derivatives and have provided me a written statement of the explanation given.

本人确认，OFTPL 代表已向本人全面解释了有关衍生品投资的一般特性和风险，并向本人提供了所作解释的书面陈述。

I confirm that I have been informed and fully understand that it is my responsibility to ensure that I understand any capital markets product(s) that I intend to transact using the SIP trading account.

本人确认已知悉和完全了解，本人有责任确保自身了解打算通过 SIP 交易账户进行交易的任何资本市场产品。

I confirm that I have been properly informed of all relevant facts as required in the preceding paragraphs, and am aware of the implications and consequences of proceeding with opening an SIP trading account.

本人确认，本人已正确了解前述段落所要求的全部相关事实，并知悉继续开设 SIP 交易账户的潜在影响和后果。

I understand that any recommendation made or advice given by any representative of OFTPL will not take into account my particular investment objectives, financial situation and particular needs, and that I shall bear the sole responsibility of ensuring the suitability of the product recommended/selected.

本人了解，任何 OFTPL 代表在提供任何意见或建议时，都不会考虑本人的特定投资目标、财务状况以及特定需求，此外，本人应对确保推荐/所选产品的适用性承担完全责任。

OFTPL shall not be responsible in any way whatsoever for any loss or damage I might suffer as a result of my reliance on recommendation made or advice given by any representative of OFTPL.

无论如何，对于因本人信赖任何 OFTPL 代表提供的意见或建议而可能遭受的任何损失或损害，OFTPL 都不会以任何方式承担责任。

Signature of Customer 客户签名

Signature of Joint Account Holder(s) 联名账户持有人签名

Name of Customer 客户姓名

Name of Joint Account Holder(s) 联名账户持有人姓名

Date 日期

Date 日期

Signature of Witness 见证人签名

Name of Witness 见证人姓名

Designation of Witness 见证人职衔

Date 日期



**CUSTOMER TRADING AGREEMENT, GENERAL AGREEMENTS
& PRODUCT DISCLOSURE STATEMENT**
客户交易协议, 一般协议和产品披露声明

ONG FIRST TRADITION PRIVATE LIMITED
Tokio Marine Centre, 20 McCallum Street, 20th Floor, Singapore 069046
Tel: 1800 ONG FIRST (664 34778) or +65 664 34778 (from overseas)
Fax: +65 6834 3692; Email: info@ongfirst.com
Website: www.ongfirst.com
Co. Reg. No. 198403656

CUSTOMER TRADING AGREEMENT 客户交易协议

SCOPE AND APPLICATION 适用范围

This agreement consists of 2 main sections together with the schedules: 本协议包含2个主要部分及附表:

- (a) Section A contains the general terms and conditions that apply to all Accounts maintained with, and all services provided by, OFTPL.
A部分包含一般性条款, 适用于由OFTPL保有的所有账户和提供的所有服务。
- (b) Section B contains the specific terms and conditions on which foreign exchange, futures and OTC trading facilities are provided by OFTPL to the Customer
B部分包含具体条款, OFTPL 依据这些条款向客户提供外汇、期货和场外交易设施。

The terms and conditions in this Agreement shall apply to the provision by OFTPL of any and all trading facilities to the Customer in respect of the Account(s) as applied for and approved by OFTPL or as requested for by the Customer and executed upon by OFTPL. However the specific terms and conditions contained in each Schedule shall apply only upon OFTPL's approval of the customer's application for the particular facility governed by such Schedule and the opening by OFTPL for the customer of such other Accounts as may be required in accordance with this Agreement.

本协议的条款应适用于OFTPL向客户提供的所有向OFTPL申请和由OFTPL批准或客户要求并由OFTPL执行的账户相关的交易设施。但是, 每个附表中所包含的具体条款, 仅当OFTPL批准了客户对该附表管辖的特定设施的申请、并由OFTPL为客户开立本协议可能要求的其他账户之后方生效。

In the event that any facilities to which any Section or Schedule relates is provided expressly subject to the terms and conditions other than the terms and conditions contained in this Agreement, such other terms and conditions shall prevail.

如果与任何部分或附表相关的任何设施要明确遵守本协议条款以外的其他条款, 则应遵守该其他条款。

SECTION A- GENERAL TERMS AND CONDITIONS A部分-一般性条款

A.1 DEFINITIONS 定义

A.1.1 In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

在本协议中, 除非上下文另有要求, 下列词汇和措辞应具有下文给出的含义:

"this Agreement" this agreement (as may from time be varied or modified in accordance with its provisions) and includes its appendices, schedules and all other documents or instruments made supplemental to it, including but not limited to the Application Form;

"本协议" 指本协议(可依据其规定不时进行变更或修改)及其附录、附表和所有其他补充文件和文书, 包括但不限于申请表;

"Account" means any account on which the Customer effects Transactions pursuant to this Agreement;

"账户" 指客户根据本协议进行交易的任何账户。

"Applicable Laws" means all relevant or applicable statutes, laws, rules, regulations, directives and circulars (whether of a governmental body or authority or self-regulatory organisation in relation to which OFTPL or any person within the OFTPL Group is a member, or otherwise);

"适用法律" 指所有相关或适用的(由政府部门、监管机构、OFTPL或OFTPL集团内任何人士担任其成员的自律机构或其他组织发布的)法令、法律、规则、规章、指令和通知;

"Application Form" means the application forms(s) by which the Customer applies to OFTPL to open an account with OFTPL.

"申请表" 指客户向OFTPL申请在OFTPL开立账户的申请表。

"Associated Corporation" any corporation in which the ultimate parent corporation of OFTPL has whether directly or indirectly and either individually or collectively together with the interests of its subsidiaries control of not less than 15% of the voting power in the corporation.

"联属公司" 指由OFTPL的最终母公司直接或间接、单独或与其子公司所持权益相加所控制的投票权的不低于15%的公司。

"Business Day" means any day on which the relevant Market on which the Transaction is effected is open for trading.

"营业日" 指进行交易的相关市场开放进行交易的任何日期。

"Clearing House" (in relation to a Market) includes a body corporate, an association or organisation, whether distinct from or forming part of a Market, that clears, settles and/or guarantees contracts and/or options whether on a net or gross basis and/or make adjustments to the contractual obligations arising out of such contracts and/or options.

"结算所"(相对于市场)包括独立于市场或构成市场一部分的法人团体、协会或组织, 负责在净额或总额基础上结算、清算和/或担保合约和/或期权, 并/或对该等合约和/或期权产生的合约责任进行调整。

"Commodity" includes any Currency, security, financial instrument or such other item or things as may constitute the subject matter of spot or forward contracts, futures contract, options or OTO Transactions;

"商品" 包括任何货币、证券、金融工具或可构成即期或远期合约、期货合约、期权或场外交易标的物的其他项目或物品;

"Companies Act" means the Companies Act (Chapter 50) of Singapore

"公司法" 指《新加坡公司法》(第50章)

"Confirmation" means the written notice (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) which contains the specific terms of a Transaction entered into between the Parties and includes a contract note. Ancillary agreements referred to in the confirmation are part of such Confirmation;

"确认书" 指包含各方达成的具体交易条款并包括成交单据的书面通知(也包括电传、传真、或其他可打印出硬拷贝的电子传输方式)。确认书中提及的附属协议是确认书的一部分;

"Currency" means money denominated in the lawful currency of any jurisdiction;

"货币" 指以任何司法辖区内发行的法定货币;

"Customer" means without limitations to Clause A8, the person or persons named herein as the applicant(s) (and where the context so admits, includes any one of those persons), and includes the successors in title or legal representatives, whichever is applicable, of the Customer.

"客户" 指(在不限制第A8条的情况下)本协议中指定为申请人的人士(在上下文允许的情况下, 包括这些人士中的任何一个), 并包括客户的权利继承人或法定代表(以适用项为准)。

"Debit Balance" means at any time all amounts owing or payable at that time by the Customer to OFTPL in respect of any Account;

"借方余额" 指客户在任何时候因任何账户而拖欠或应付OFTPL的所有金额;

"Default" shall have the meaning ascribed to it in Clause A9.1; "违约" 应具有第 A9.1 条中规定的含义;

"Exchange" means any exchange or market in any jurisdiction on which OFTPL trades from time to time;

"交易所" 指OFTPL不时进行交易的任何司法辖区的交易所或市场;

"Extraordinary Event" shall have the meaning ascribed to it in Clause A9.3; "非常事件" 应具有第A9.3条中规定的含义;

"Futures Contract" shall be defined in the SFA. "期货合约", 其定义见《证券与期货法》(SFA)。

CUSTOMER TRADING AGREEMENT 客户交易协议

“Loss” means any and all loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising, including legal fees on a full indemnity basis, cost of funding and loss or cost incurred as a result of the terminating, liquidating or re-establishing of any hedge or related trading position;

“损失”指因任何原因引起的任何性质的损失、损害、成本、费用和/或支出，包括全额赔偿的法律费用、资金成本、以及因终止、清算或重新建立任何对冲或相关交易仓位而招致的损失或费用；

“Margin” means any Currencies, Cash, and at OFTPL’s sole discretion, securities or other properties deposited with or held by OFTPL or its nominees as security or credit support for any Transaction under this Agreement or the Customer’s obligations under this Agreement;

“保证金”指由OFTPL或其指定代理人存储或持有的任何货币、现金、和由OFTPL自行决定的证券或其他财产，作为本协议下任何交易或客户在本协议下任何义务的担保或信用支持；

“Market” means a market, an exchange or any other place at which contracts for or in relation to commodities are regularly made, whether within Singapore or otherwise, and including any entity that provides or proposes to provide the physical facilities necessary for executing the Transactions.

“市场”指正式达成商品合约或商品相关合约的市场、交易所或任何其他场所，无论是否在新加坡境内，包括提供或拟议提供执行交易所需的物理设施的任何实体。

“MSCI Indices” shall be defined in Schedule 3. “MSCI 指数”，其定义见附表3。

“OFTPL Group” means OFTPL and its related and associated corporations and entities; “OFTPL 集团”指OFTPL及其相关和联属团体和实体；

“Officer” means any officer or employee of OFTPL. “职员”指OFTPL的任何职员或雇员。

“Order” means any authorisation, request, instructions or order (in whatever form and howsoever sent) given or transmitted to OFTPL by the Customer or OFTPL or an Officer reasonably believes to be the instruction, request, application or order of the Customer and includes any instruction, request or order to revoke ignore or vary any previous request or order.

“指令”指客户（以任何形式、任何方式）发送或传送给OFTPL的任何授权、要求、指示或指令，或OFTPL或其职员合理相信是客户的指示、要求、申请或指令，包括要求撤销、忽略或变更任何先前发出的要求或指令的指示、要求或指令。

“OTC” means over-the-counter. “OTC”指场外。

“OTC Facilities” means such facilities as may be offered by OFTPL to the Customer and which may enable the Customer to trade in the OTC Transactions.

“场外设施”指OFTPL可能向客户提供的、使客户能够进行场外交易的设施。

“OTC Transactions” mean any Transactions (whether in respect of any commodity, Currency or financial instrument whatsoever or otherwise), which are executed over-the-counter.

“场外交易”指场外执行的任何交易（无论是商品、货币、金融工具或是其他）。

“Person” includes any government, statutory body, business, firm, partnership, corporation or unincorporated body;

“人士”包括任何政府部门、法定团体、企业、商号、合伙企业、法人或非法人团体；

“Property” includes all moveable and immovable property (including debts and other choses in action) and any estate, share, right or interest in any property;

“财产”包括所有动产和不动产（包括债务和诉讼财产）以及任何地产、股份、任何财产的权利或利益；

“Relevant Bodies” means any Market, Clearing house and/or governmental body or authority or self regulatory organization in relation to which OFTPL or any person in the OFTPL Group is a member or otherwise.

“相关机构”指任何市场、结算所和/或政府机构或监管机构、或OFTPL或OFTPL集团内任何人士担任其成员的自律机构。

“Relevant Currency” shall have the meaning ascribed to it in Clause A7.1:

“相关货币”应具有第A7.1条中规定的含义；

“Securities” shall be defined in the SFA “证券”，其定义见《证券与期货法》。

“SFA” means the Securities and Futures Act (Cap.289). “SFA”指《证券与期货法》（第289章）。

“SGX-DT” means the Singapore Exchange Derivatives Trading Limited; “SGX-DT”指新加坡衍生商品交易所；

“Transaction” includes transactions in such Currencies, Commodities, products, financial instruments, securities or such other Transactions as OFTPL may from time to time permit to be carried out under the Account; and

“交易”包括OFTPL不时允许在账户下进行的货币、商品、产品、金融工具、证券交易或其他该等交易；

“Value Date” means the date on which the respective obligations of the parties to a foreign exchange or OTC Transaction are to be performed.

“交割日”指各方履行各自的外汇或场外交易义务的日期。

A1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

标题只是为行文方便而设，不应影响本协议的含义。

A1.3 Expressions in the singular form shall include the plural and vice versa, and all references to the masculine gender shall include the female and neuter genders and vice versa.

单数词应包含其复数形式，反之亦然。阳性词应包含阴性和中性形式，反之亦然。

A1.4 Except as otherwise in this Agreement, any reference in this Agreement to “Clauses”, “Appendices”, “Sections” and Schedule in this Agreement are to clauses, appendices, sections and schedule respectively in this Agreement.

除非本协议另有规定，凡提到的“条款”、“附录”、“章节”和“附表”均分别指本协议中的条款、附录、章节和附表。

A1.5 Any reference to a statutory provision shall include such provision as from time to time modified, amended or re-enacted so far as such modification, amendment or re-enactment applies or is capable of applying to any Transaction entered into hereunder.

凡提到任何法律条款时，应包括不时对该条款进行的修订、修改或重新制定，只要该等修订、修正或重新制定适用或能够适用于本协议下的任何交易。

SCOPE AND APPLICATION 适用范围

A1.6 The terms and conditions in the Application Form(s) and this Agreement shall apply to the provision by OFTPL of any and all trading facilities to the Customer in respect of the Account(s) provided that specific terms and conditions contained in each Appendix of this Agreement shall apply only upon OFTPL’s approval of the Customer application for the particular facility governed by such Appendix.

申请表和本协议中的条款应适用于OFTPL向客户提供的与账户相关的所有交易设施，但是本协议每个附表中所包含的具体条款，仅当OFTPL批准了客户对该附表管辖的特定设施的申请之后方生效。

A1.7 In the event that any facility to which and Appendix relates is provided expressly subject to terms and conditions other than the terms and conditions contained in this agreement, such other terms and conditions shall prevail.

如果与附录相关的任何设施要明确遵守本协议条款以外的其他条款，则应遵守该其他条款。

CUSTOMER TRADING AGREEMENT 客户交易协议

A2 GENERAL 概要

- A2.1 The acceptance and execution by the Customer of the Risk Disclosure Statement, the Notification on Rule 1.6 Futures Trading Rules of SGX-DT and the Disclaimer Statement for MSCI Contract as provided in Schedule 1, 2 and 3 respectively shall be condition precedents to OFTPL's performance of its obligations under this Agreement.
客户接受并签署附表 1、2 和 3 中分别列出的《风险声明书》、《有关新加坡衍生品商品交易所期货交易规则第 1.6 条规则的通知》、和《MSCI 合约免责声明》是 OFTPL 履行其本协议下责任的前提条件。
- A2.2 The Customer authorises, consents and agrees to the disclosure by OFTPL, and/ or any Officer or agent of OFTPL at any time and from time to time of any or all information in respect of any particulars or Transaction of the Customer or in respect of any Account to any person in the OFTPL's Group, any Relevant body, or any other person which OFTPL or any officer considers to be appropriate for the purpose or to be in the interest of OFTPL. The consent and authority granted by this Clause constitutes consent and authority for the purposes of the provisions of any Applicable Laws.
客户授权、许可并同意，OFTPL 和/或其任何职员或代理人在任何时候或不时将与客户个人信息、客户的交易或任何账户的任何或所有信息披露给 OFTPL 集团的任何人士、任何相关机构或任何其他人士，只要 OFTPL 或其职员认为该披露符合 OFTPL 的目标或利益。依照本条款授予的许可和授权构成任何适用法律条款的许可和授权。
- A2.3 OFTPL may engage or appoint any person (who is not an Officer or related to OFTPL) including floor brokers and clearing brokers to carry out any Order to exercise any authority granted to OFTPL by the Customer (whether under these Agreement or otherwise). In making such engagement or appointment, OFTPL shall not be liable to the Customer for any and all Loss suffered or incurred by the Customer as a result of any act or omission of such Person or entity.
OFTPL 可聘用或委任任何人士（非 OFTPL 职员或与 OFTPL 无关），包括场内经纪人和结算经纪人，来执行任何指令，以行使客户（无论是否在本协议下）授予 OFTPL 的权利。在作出上述聘用或委任后，OFTPL 不对因上述人士或实体的作为或不作为而使客户招致或蒙受的任何及全部损失负责。
- A2.4 The Customer shall not, without the prior written consent of OFTPL assign, charge or encumber any Account or the Customer's rights therein, or create or permit to create, in favor of any person (other than OFTPL) any interest in any Account (by way of trust or otherwise). OFTPL shall not be required to recognize any person other than Customer as having any interest in any Account.
未经 OFTPL 事先书面同意，客户不得转让、担保或抵押任何账户或客户在其中的权利，或产生或允许产生（除 OFTPL 以外的）任何人士（通过信托或其它方式）在任何账户中的任何利益。OFTPL 不会承认除客户外的任何其他人士在账户中拥有任何利益。
- A2.5 OFTPL shall be entitled (but not obliged) to record (by any means) any communications (through any medium) between OFTPL and the Customer or any servant or agent of the Customer using any recording apparatus, without prior warning to the Customer. Any such recording may be used in evidence against the Customer. OFTPL may destroy such recordings at any time without giving any reason.
在无需事先警告客户的情况下，OFTPL 有权（但无义务）使用任何记录设备（以任何方式、或通过任何介质）记录 OFTPL 和客户或客户的任何雇员或代理人之间的任何通信。任何该等记录都可作为指向客户的证据。OFTPL 可在任何时候销毁该等记录，而无需给出任何原因。
- A2.6 The customer's relationship with OFTPL, the operation of all Accounts, the provision of all services and facilities, and the implementation of all Orders shall be subject at all times to the Applicable Laws. OFTPL may take or refrain from taking any action whatsoever, and the Customer shall do all things required by OFTPL in order to procure or ensure compliance with Applicable Laws.
在任何时候，客户与 OFTPL 的关系、所有账户的操作、所有服务和设施的提供以及所有指令的执行都要遵守适用法律。在任何情况下，OFTPL 均可采取或不采取任何行动，客户应完成 OFTPL 要求的所有事情以达到适用法律要求或确保符合适用法律。
- A2.7 The Customer hereby ratifies all Transactions effected by OFTPL on its behalf prior to the date of this Agreement and agrees that such Transactions shall also be governed by the terms of this Agreement.
客户特此批准 OFTPL 在本协议生效日期之前代表客户执行的所有交易，并同意该等交易也应受本协议条款的管辖。

A3 ORDER 指令

- A3.1 The customer may instruct OFTPL to execute any Transaction for an Account by placing an Order with OFTPL in effecting such Order. The customer hereby acknowledges and expressly agrees that OFTPL may in its sole and absolute discretion act either as agent of or principal to the Customer for its own accounts of Persons associated with or connect to OFTPL or an entity in which OFTPL or any of its representatives has a direct or indirect interest. In the event that OFTPL assume the role of the counter party to any Transaction which OFTPL has been instructed to execute, OFTPL shall be absolutely entitled to all gains, profits and benefits derived from such Transaction if the Customer with OFTPL.
客户可向 OFTPL 发出指令，并由此使该指令生效，指示 OFTPL 执行任何账户交易。客户特此确认并明确同意，对于与 OFTPL 有联属或关联关系的人士、或 OFTPL 或其任何代表拥有直接或间接利益的实体的账户，OFTPL 可全权自行决定是否担任客户的代理人或委托人。如果 OFTPL 在受指示执行的任何交易中担任对手方的角色，OFTPL 应完全有权享有该等交易产生的所有收益、利润和利益，如同客户是 OFTPL 交易对手方的情况一样。
- A3.2 OFTPL may, in its sole and absolute discretion, act either as broker or dealer, or agent or principal in respect of any Transaction, whether such Transaction is effected on the Order of the Customer or otherwise, and shall not be required to inform the Customer of the same. In the event that OFTPL assume the role of the counterparty to any Transaction. OFTPL shall be entitled to all gain, profit and benefits derived from such Transaction. Unless otherwise agreed by OFTPL, in respect of transaction on an exchange, OFTPL shall act as Customer's agent, and in respect of other Transaction, OFTPL shall act as principal to the Customer.
OFTPL 可全权自行决定在任何交易中担任经纪人或交易人、代理人或委托人，无论该等交易是否经由客户的指令生效，OFTPL 可不将同样的情况通知客户。如果 OFTPL 在任何交易中担任了对手方，OFTPL 应有权享有该等交易产生的所有收益、利润和利益。除非 OFTPL 另行同意，在交易所交易中，OFTPL 应担任客户的代理人；在其他交易中，OFTPL 应担任客户的委托人。
- A3.3 Nothing in this Agreement obliges OFTPL to enter into any Transaction with the Customer, and refuse to enter in to any Transaction or otherwise act on any order without giving reason. OFTPL shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purporting to give such Order or the source and origin of such Order and OFTPL may rely or act upon any such Order unless and until OFTPL is satisfied as to the matter on which OFTPL sought verification.
本协议没有任何规定强制 OFTPL 与客户达成任何交易，OFTPL 可在不给出原因的情况下拒绝达成任何交易或在其他时候对任何指令采取行动。OFTPL 有权（但无义务）验证声称发出该等指令的人士的身份或该等指令的来源，直到满意为止；除非试图验证的事项获得满意结果，OFTPL 可信赖或执行该等指令。
- A3.4 In the event that OFTPL decide to act on any Order or is otherwise under an obligation to act on any Order, OFTPL shall be allowed such amount of time to act and implement any Order as may be reasonable having regard to the systems and operations of OFTPL and the other circumstances then prevailing and shall not be liable for any Loss arising from any delay on the part of OFTPL in acting on any such Order.
当 OFTPL 决定执行任何指令或有义务执行任何指令时，应考虑 OFTPL 系统和运营情况以及其他当时正发生的情况，给予 OFTPL 合理时间来执行指令；OFTPL 不对因延误执行任何该等指令而造成的损失承担任何责任。
- A3.5 Where any Order is ambiguous or inconsistent with any other Order, OFTPL shall be entitled to rely and act upon any Order in accordance with any reasonable interpretation thereof which any Officer, or any person who had been engaged or appointed by OFTPL pursuant to Clause A2.4, believes in good faith to be the correct interpretation.
当任何指令意思不明确或与其他指令不一致时，OFTPL 应有权依据有关该指令的合理解释信赖和执行任何指令，只要任何职员或 OFTPL 根据第 A2.4 条聘用或委任的任何人士善意地认为这是正确的解释。
- A3.6 OFTPL shall only act on Orders in respect of any Account or any part of all the securities, monies or other property held in any Account OFTPL shall not be required to act in accordance with any Order which purposes to dispose of or deal with any securities, monies or other property which are in fact not held in any Account.
OFTPL 应只执行与任何账户或任何账户持有的所有证券、款项或其他财产的任何部分相关的指令。OFTPL 可不执行任何意图处理或交易任何账户实际并未持有的任何证券、款项或其他财产的指令。
- A3.7 OFTPL shall not be liable to the Customer for any and all Loss incurred by the Customer arising from any loss or delay in the transmission or wrongful interception of any order through any equipment or system, including any equipment or system owned and/or operated by or for OFTPL.
对于因指令在传输过程中丢失或延误、或被任何设备或系统（包括 OFTPL 拥有和/或操作的任何设备或系统）错误拦截而使客户蒙受的任何损失，OFTPL 概不负责。

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- A3.8 OFTPL shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purposing to give such Order or the source and origin of such Order and OFTPL may not rely or act upon and such Order unless and until OFTPL is satisfied as to the matter on which OFTPL sought the verification.
OFTPL有权(但无义务)验证声称发出该等指令的人士的身份或该等指令的来源,直到满意为止;除非试图验证的事项获得满意结果, OFTPL可信赖或执行该等指令。
- A3.9 The Customer acknowledges and consents to the right OFTPL to aggregate the Order with the orders of OFTPL's other customers (whether for execution on other jurisdictions or otherwise). The allotment or distribution of any securities, monies or other property pursuant to such order aggregation to or amongst the Customer and OFTPL's other Customers shall be at OFTPL's sole and absolute discretion, and OFTPL may also effect such Transactions as principal to the counterparty in such jurisdiction. If OFTPL so acts, OFTPL may also take such actions as OFTPL may require in order to avoid liability to its counterparty. The Customer accepts that such allotment or distribution or actions by OFTPL may result in inequities and/or Loss to the Customer and accepts the risk thereof as being for its account.
客户确认并同意授权OFTPL将指令与OFTPL其他客户的指令(无论是否在其他司法辖区执行)合并处理。OFTPL全权自行决定按照该等合并处理方式,向客户和OFTPL的其他客户或在这些客户之间分配或分发任何证券、款项或其他财产, OFTPL也可在该等司法辖区内作为对手方委托人执行该等交易。如果OFTPL按照上述方式行事, OFTPL也可采取必要的措施,以避免向其对手方承担责任。客户同意, OFTPL的上述分配、分发或行动可能导致不公平和/或客户损失,并同意自行承担由此引发的风险。
- A3.10 OFTPL shall send to the customer a Confirmation within 7 Business days after its receipt of an Order. The Customer shall bear the sole responsibility of ensuring that a Order has been transmitted, receive, processed and duly executed, and shall immediately notify OFTPL of any failure to receive an appropriate Confirmation that the Order has been received and executed.
OFTPL应在收到指令后的7个营业日内向客户发送一份确认书。客户应单独负责确保买卖指令已经传送、接收、处理和妥善执行,并在无法收到确认指令已经收到和执行的确认书时立即通知 OFTPL。
- A4 TRANSACTIONS LIMITS AND RESTRICTIONS 交易限额和限制**
- A4.1 OFTPL may, in its sole and absolute discretion at any time, impose upon the Customer any position or Transaction limits, or any trading or Transaction restrictions. Such limits may include minimum sizes for Transaction, specified times or procedures for communicating Orders to OFTPL or otherwise.
OFTPL可全权自行决定在任何时候向客户施加任何仓位或交易限额,或任何买卖或交易限制。该等限额可包括最低交易量、指定将指令传递给OFTPL的时间或程序,或其他。
- A4.2 OFTPL may, at any time, in its sole and absolute discretion, vary the position or Transaction limits, or any trading or Transaction restrictions. No previous limit or restriction shall set a precedent or bind OFTPL.
OFTPL可在任何时候全权自行决定变更仓位或交易限额,或任何买卖或交易限制。任何先前的限额或限制均不得为OFTPL设定先例或约束。
- A4.3 The Customer acknowledges that the limits referred to in Clause A4.1 may also be set by a Relevant Body and that the limits set by OFTPL may exceed those set by the Relevant Body. In placing Order with OFTPL, the Customer shall not exceed any position or Transaction limits, or breach any trading or Transaction restrictions whether imposed by OFTPL or any Relevant Body.
客户确认,第A4.1条中提及的限额可由相关机构设定,而OFTPL设定的限额可超过相关机构设定的限额。当向OFTPL下达指令时,客户不能超出任何仓位或交易限额,或违反任何买卖或交易限制,包括由OFTPL或任何相关机构施加的任何限额或限制。
- A5 MARGIN 保证金**
- A5.1 The Customer shall deposit, maintain in each Account and/or otherwise provide OFTPL with Margin in such form and amounts, at such times and in respect of such Account as OFTPL may from time to time in its sole and absolute discretion require, whether or not such requirement of OFTPL is identical to or reflects or is greater than any applicable Margin requirements of any governmental or self-regulatory organization in any jurisdiction (including any exchange which is required to be maintain by OFTPL and/or the Customer).
客户应按照OFTPL不时全权自行决定需要的保证金形式和金额,在规定的时间内在每个账户中存储、保有和/或向OFTPL提供与账户相关的保证金,无论OFTPL的要求、反映了或高于任何司法辖区内政府机构或自律组织所公布的任何适用保证金要求(包括需要 OFTPL 和/或客户维护的交易所)。
- A5.2 The Customer acknowledges that the Margin referred to in Clause 6.1 may also be set by a Relevant Body or a counterparty broker and that the limits set by OFTPL may exceed those set by the Relevant Body or counterparty broker. OFTPL may, in its sole and absolute discretion, charge interest as well as interest-related fees on any Margin requirements set by OFTPL that are above that set by Relevant Body or counterparty broker.
客户确认,第 5.1条中提及的保证金可由相关机构或对手方经纪人设定,而OFTPL设定的限额可能超过相关机构或对手方经纪人设定的限额。对于OFTPL设定的超出相关机构或对手方经纪人设定的限额的任何保证金要求, OFTPL可全权自行决定收取利息以及利息相关费用。
- A5.3 OFTPL may, in its sole and absolute discretion, with or without notice to the Customer, vary the Margin requirements for any Account at any time and by any level and may also stipulate that such Margin requirement shall apply to existing positions as well as new positions in the Transaction affected by such change. The Customer acknowledge that OFTPL may, in certain market conditions, effect an immediate change in Margin limits or levels and/or require additional Margin to be deposited immediately or within a specified period of time which may be less than 24 hours, and waives any right to object on the grounds that such requirement is unreasonable. No previous Margin requirements shall set a precedent or bind OFTPL.
无论是否已事先通知客户, OFTPL可在任何时候全权自行决定对任何账户的保证金要求进行任何程度的更改; OFTPL也可规定该等保证金要求应适用现有仓位和受上述变更影响的交易的新仓位。客户确认, OFTPL可在特定市况下变更保证金限额或水平(立即生效),和/或要求客户立即或在可能低于24小时的规定期限内存入额外保证金;客户放弃以该等要求不合理为由提出反对的权利。任何先前的保证金要求均不得为OFTPL设定先例或约束。
- A5.4 If OFTPL determines that additional Margin is required, the Customer shall deposit with OFTPL such additional Margin immediately upon demand provided that, notwithstanding any such demand for additional Margin, OFTPL may at time exercise its rights set out in Clause A9 in making such determination in respect of the Margin provided for any Account, OFTPL shall not be required to take into consideration Margin held by OFTPL for the Customer in respect of any other Account.
如果OFTPL决定要求提供额外保证金,客户应按照要求立即向OFTPL存入上述额外保证金。但是,尽管有该等额外保证金的要求, OFTPL可不时行使第A9条列明的、做出与任何账户保证金有关的决定之权利, OFTPL在此可考虑OFTPL持有的客户任何其他账户的保证金。
- A 5.5 The Customer acknowledges that the Margin may be held and used to secure the performance of the Customer's obligations as well as for such other purposes as the Applicable Laws may permit or stipulate for the Transactions traded.
客户确认,保证金可持有并作为履行客户义务的担保,也可用于适用法律允许或规定的其他交易用途。
- A 5.6 All Margin shall be held by OFTPL, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favour of OFTPL for any and all of the Customer's liabilities to OFTPL (whether contingent or actual) under this Agreement or otherwise, and OFTPL may realise any of the Margin of the Customer as provided for in this Agreement.
无论任何条款或指示中是否有相反的规定,所有保证金应作为持续抵押品由OFTPL持有;并且,因客户在本协议下对OFTPL的任何及全部债务(无论是或有或实际的), OFTPL对保证金享有一般留置权和抵销权; OFTPL可根据本协议目的将任何客户保证金变现。
- A 5.7 All Margin shall be in such form as OFTPL may stipulate and the value of any such Margin shall be determined by OFTPL in its sole and absolute discretion. OFTPL shall be entitled to deposit, invest, loan, mortgage, charge, pledge, repledge, hypothecate or otherwise deal with any Margin in whatever form provided to OFTPL or any Relevant Body in such manner as may be permitted under the Applicable Laws, and shall be paid on any type of margin deposited by the Customer with OFTPL and the Customer acknowledges and consents that interest earned on the Margin deposited under this Agreement may be retained by OFTPL for its own account and benefit. OFTPL shall at no time be required to deliver to the Customer the identical property delivered to or purchased by OFTPL as Margin for the Account(s) but only property of substantially the same kind and amount to adjustments for quantity and quality variations at the market price prevailing at the time of such delivery.
所有保证金均应符合OFTPL规定的形式,保证金金额也应由OFTPL全权自行决定。OFTPL有权按适用法律允许的形式存储、投资、借贷、按揭、担保、质押、转押、所有权不变抵押或以其他方式处理以任何方式提供给 OFTPL 或任何相关机构的保证金,并应收取由客户存入的任何类型的保证金;客户确认并许可本协议下存入的保证金之利息可由 OFTPL 作为其收益保留在自有账户中。OFTPL 在任何时候都不应将交付给OFTPL 或由其购买的 作为账户保证金的同一财产交付给客户,但与根据交付时市价的数量和质量变动所进行之调整具有相同类型和金额的财产除外。

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- A 5.8 The Customer shall at its own cost and at OFTPL's request, execute and do all such deeds, acts and things (including without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents) as OFTPL may require for the purposes of this Agreement, including but not limited to perfecting OFTPL's rights to the Margin provided by the Customer.
应OFTPL 的要求, 客户应签署并执行OFTPL为本协议目的 (包括但不限于完善OFTPL对客户提供之保证金的权利) 而要求的所有契约、行动或物品 (包括但不限于执行进一步的行动、或签署并交付任何其他文书或文件)。客户自行承担费用。
- A 5.9 Without prejudice to the generality of Clause A 5.7, the Customer hereby expressly agrees that OFTPL may deposit any Margin of the Customer in any of the following ways with such custodian as OFTPL may, in its sole and absolute discretion, appoint including, where such Margin is denominated in a foreign currency, a custodian outside Singapore, and on such terms shall be notified to the Customer. Where such Margin is so deposited, OFTPL shall separately agree in writing to the requirements specified in Regulation 32 of the Securities and Futures (Licensing and Conduct of Business) Regulations 2002 (if applicable) but otherwise the Customer acknowledges and accepts that different settlement, legal and regulatory requirements and different practices relating to the segregation of the Margin may apply. The Customer further agrees that OFTPL may co-mingle such Margin with the cash and properties of its other customers; and/or with a Clearing House, a member of a futures exchange (whether overseas or otherwise) for such purposes as may be permitted under the Applicable Laws or the business rules and practices of the Clearing House or futures exchange (as the case may be).
在不影响第 A5.7 条一般性的前提下, 客户特此明确同意, OFTPL可以任何下列方式将客户的任何保证金存入OFTPL全权自行决定委任的托管人处。如果保证金是外币, 托管人可在 新加坡境外; 该等情况应通知客户。如以上述方式存储保证金, OFTPL 应单独以书面形式同意遵守《2002年证券与期货(发牌与业务操守)规则》第32条(如适用)。客户承认并同意, 除此之外的其他情况适用不同的结算、法律和监管要求以及不同的保证金分开存放做法。客户进一步同意, OFTPL可将上述保证金与其他客户的现金和财产混放; 和/或在适用法律 或结算所或期货交易所(视情况而定)的业务规则和做法许可的情况下, 将上述保证金与结算所或期货交易所(无论是否在海外)成员的现金和财产混放。
- A5.10 For so long as the Customer owes money or obligations (of whatsoever nature and howsoever arising) to OFTPL, the Customer shall only withdraw Margin from OFTPL with OFTPL's consent OFTPL may at any time withhold any Margin of the Customer pending full settlement of all such moneys or obligations of the Customer.
只要客户有应支付予OFTPL的任何(无论何性质、如何导致)款项或债务, 客户只有征得OFTPL 的同意才能提取保证金。OFTPL可在任何时候预扣客户的任何保证金, 直到上述客户款项或债务完全结清为止。
- A5.11 In addition and without prejudice to any right which OFTPL may have under law or otherwise, OFTPL may in its sole and absolute discretion at any time from time to time without notice to the Customer apply and/or set-off any Margin standing to the credit of the Customer (whether on may Account held with OFTPL or the Associates, or otherwise) against all moneys and/or other liabilities of the Customer due, owing or incurred on any Account, whether held with OFTPL or the Associates, or otherwise, in any manner and whether actual or contingent, joint or several.
在不损害OFTPL根据法律或其他条件拥有的任何权利的前提下且除这些权利之外, OFTPL 可在任何时候或不时在无需通知客户的情况下, 全权自行决定从客户的保证金中(在OFTPL、联属实体或其他情况下持有的账户中)扣除或抵销客户在任何账户(无论是OFTPL、联属实体或其他情况下持有)中应付、拖欠或招致的任何款项和/或其他债务, 无论是实际债务或有债务, 是共同债务或个别债务。
- A5.12 The Customer hereby authorizes each of the Associates to act on any instructions as may be issued by OFTPL at any time and from time to time withhold payment, or to deliver, transfer, withdraw or otherwise dispose of any Margin held by them for the Customer. Each Associates is under no duty to enquire about the purpose or propriety of OFTPL's instructions given pursuant to this Clause. The Customer also agrees to ratify all Instructions given by OFTPL under this Clause, and to waive any claims it may have against the Associates resulting from their compliance with this Clause.
客户特此授权每个联属公司按照OFTPL在任何时候和不时发布的指示扣款、或交付、转让、提取或以其他方式处理其为客户持有的保证金。任何联属公司均没有义务查询OFTPL根据本条款发出的指示的目的或适宜性。客户也同意批准OFTPL根据本条款发出的所有指示, 并放弃对任何联属公司因遵守本条款而可能招致的对联属公司的索偿。
- A 6 FEES AND PAYMENTS 费用和付款**
- A 6.1 The Customer shall promptly pay all of OFTPL's fees and/or other charges at such rates and in such manner as OFTPL may impose and stipulate from time to time with respect to the execution, performance and/or settlement of any Transaction or otherwise for the maintenance of any Account or the provision of any service or facility of the Customer or in connection with any Account.
客户应按照OFTPL不时施加的费率规定的方式、立即支付OFTPL所有的与任何交易的执行、履行和/或结算、任何账户的维护、任何客户服务或设施的提供、或任何账户相关的费用和/或其他收费。
- A 6.2 The Customer shall make payment to OFTPL's order promptly of any outstanding sum in respect of any Transaction on the due date of the relevant Transaction or upon demand by OFTPL
在相关交易到期日或应OFTPL 指令要求, 客户应立即向OFTPL支付与任何交易相关的未付金额。
- A 6.3 OFTPL shall be entitled to charge interest on any sum or payment due to OFTPL from the Customer at such rate and calculated and/or compounded in such manner as OFTPL may impose and determine from time to time and to debit any Account, in respect of the interest due.
OFTPL应有权对客户应付予OFTPL的任何金额或付款收取利息, 利率和利息计算和/或复利计算方式由OFTPL不时施加和确定, OFTPL有权从任何账户中扣除到期利息。
- A 6.4 All payments to OFTPL shall be in the currency in which they are due (unless otherwise notified by OFTPL), in free and clear funds and free of deductions or withholdings. If the Customer is obliged by law to make such deduction, the Customer shall pay to OFTPL such greater amount which after deduction shall ensure that the net amount shall actually received by OFTPL will equal the amount which would have been received by OFTPL had had no such deduction been required.
对OFTPL的所有付款均应在到期时以货币支付(除非OFTPL另有通知), 必须是无抵押、无负担的资金, 且不能有任何扣除或预扣。如果根据法律要求客户必须进行扣除, 客户应向 OFTPL 支付稍高一些的金额, 确保在进行扣除后OFTPL收到的净额, 等于在没有该等扣除时OFTPL应收的金额。
- A 6.5 Any taxes, duties, disbursements, costs and/or other expenses incurred by OFTPL in connection with the Account or the Customer shall be reimbursed by the Customer.
OFTPL招致的与账户或客户相关的所有税款、关税、垫付、成本和其他支出, 均应由客户进行偿付。
- A 6.6 If for any reason OFTPL cannot effect payment or repayment to the Customer in a particular Currency in which payment or repayment is due, OFTPL may affect payment or repayment in the equivalent of any other Currency selected by OFTPL based on the rate of exchange quoted by OFTPL in respect of the relevant Currencies at the time the payment or repayment is due.
如果OFTPL 出于任何原因无法使用特定货币向客户支付或偿还到期付款或还款, OFTPL可选择任何其他货币、并按照付款或还款到期时OFTPL对相关货币的公告汇率支付或偿还等额资金。
- A 6.7 All interest, fees, commissions and other charges of OFTPL are exclusive of any goods and services tax or any other applicable sales tax which shall be borne and separately charged to the Customer.
OFTPL 的所有利息、费用、佣金和其他收费不包括任何商品及服务税或任何其他适用销售税, 该等税费应由客户承担并向客户单独收取。
- A 6.8 Unless OFTPL otherwise agrees with the Customer, each obligation of OFTPL to make any payment to the Customer under this Agreement is subject to the condition precedent that there is no Default subsisting.
除非OFTPL 与客户另有协议, OFTPL在本协议下向客户支付的每次付款义务, 前提条件均是不存在违约现象。
- A 6.9 Unless otherwise specified by OFTPL in its sole and absolute discretion, all payments are to be made in Singapore dollars.
除非OFTPL全权自行决定其他方案, 所有付款均应以新加坡元进行。
- A 7 FOREIGN CURRENCY TRANSACTIONS 外币交易**
- A 7.1 If the Customer directs OFTPL to enter into a Transaction is effected in a foreign Currency: 如果客户指示OFTPL使用外币订立交易:
(a) Any profit or Loss resulting from exchange rate fluctuations of such Currency will be at the Customer's sole risk; 因该币种汇率变动而导致的任何盈利或亏损均由客户独自承担风险;

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(b) all initial and subsequent deposits for Margin purposes shall, unless OFTPL otherwise stipulates, be made in such Currency (the "Relevant Currency") and in such amounts as OFTPL may, in its sole and absolute discretion require; and
除OFTPL另有规定外, 所有初次及后续保证金存款都应使用该币种 ("相关货币"), 金额可由OFTPL 全权自行决定; 且

(c) OFTPL may debit or credit the Account in the Relevant Currency when such Transaction is liquidated, and the rate of exchange of any foreign Currency required to be converted to the Relevant Currency shall be determined by OFTPL in its sole and absolute discretion on the basis of the rates of exchange prevailing at the time of the debit and credit.
当清算此类交易时, OFTPL 可使用相关货币记入账户贷方或借方, 兑换为相关货币所需的任何外币的汇率应由OFTPL按照借记或贷记时的现行汇率全权自行确定。

A7.2 OFTPL may, at any time in its sole and absolute discretion, convert any amounts in any Account(s) of the Customer's or standing to the credit of the Customer to any other Currency for the purposes of carrying out the Orders of the Customer or exercising any of OFTPL's rights under these terms and conditions or under any Account. Exchange rate losses and the costs of conversion shall be borne by the Customer.
OFTPL 可在任何时候全权自行决定将客户任何账户内的任何金额兑换成任何其他货币, 用于执行客户的指令或行使OFTPL在这些条款或任何账户下的权利。汇率损失和兑换成本应由客户承担。

A7.3 The Customer also acknowledges and consents to OFTPL having the right and discretion where it deems appropriate to deposit moneys received on account of the Customer which are denominated in a foreign currency in a trust account which is maintained outside of Singapore with a bank licensed, registered or authorised to conduct banking business in that jurisdiction.
客户同时确认并同意, OFTPL 有权在酌情认为合适的情况下, 将客户账户收到的外币款项存入在新加坡境外司法辖区受许可、注册或授权开展银行业务的银行所保有的信托账户。

A8 JOINT ACCOUNTS 联名账户

A8.1 If an Account is opened or maintained in the name of more than one person or a partnership: 如果账户以超过一名人士或一个合伙企业的名义开立或保有:

(a) the term "Customer" hereunder shall refer to each person or partner jointly and severally, and the liability of each such person or partner to OFTPL shall be joint and several; 此处的术语 "客户" 应为对每个人或合伙企业的单独或联合指代, 其中每个人或合伙企业均应对OFTPL 单独和联合负责。

(b) OFTPL shall be entitled to debit that Account at any time in respect of any sum howsoever due or owed to OFTPL by any of the persons in whose name the Account is opened or maintained or constituting the partnership;
对于任何人士的到期或应付给OFTPL 的款项, OFTPL 应有权随时将金额计入以该等人士名义开立或保有、或以其名义构成合伙企业的账户借方。

(c) the delivery of any share certificates and any other documents in relation to the Account(s) and/or the Transactions may be made by OFTPL upon the Order of any one of such persons and such delivery shall constitute full and complete delivery by OFTPL and shall without limitation be deemed to be sufficient delivery to all such persons; and OFTPL 可根据该等人士中任何一个的指令来交付任何股份证书和任何其他与账户和/或交易相关的文件, 这种交付应构成完整和全部的OFTPL 交付, 应无条件视为对对该等人士的充分交付; 且

(d) no person constituting the Customer shall be discharged, nor shall his liability be affected by, any discharge, release, time, indulgence, concession, waiver or consent at any time given or effected in relation to any one or more of the other such persons constituting the Customer.
构成客户的任何一个或多个人士在任何时间提供或生效的责任免除、让渡、履行时间、延期、特许、弃权或同意, 不能免除构成客户的任何人士的责任或影响其义务。

A8.2 Unless otherwise agreed by OFTPL, the Orders or agreement of any one person constituting the Customer shall be deemed to be the Orders or agreement of all the persons constituting the Customer and any notice or communication addressed and sent by OFTPL to any one person constituting the Customer shall be deemed to have been addressed and sent to all persons constituting the Customer and where any such person shall have received or is deemed to have received any such notice or communication, all the persons constituting the Customer shall be deemed to have received the same.
除非OFTPL 另行同意, 构成客户的任何人士的指令或协议应视为构成客户的所有人士的指令或协议; 由OFTPL 发送给构成客户的任何人士的通知或通信应视为已发送给构成客户的所有人士; 如果任何该等人士已收到或被认为已收到任何此类通知或通信, 则构成客户的所有人士都应视为已经收到相同的信息。

A8.3 The doctrine of survivorship shall apply to any Account opened in joint names of more than one Person or in the name of a Partnership. Accordingly, in the event of the death of such Person or any partner constituting the Customer, the Account shall immediately vest in the surviving Person(s) or partner(s) (as the case may be).
生存者取得权原则应适用于以多人联名或以合伙企业名义开立的任何账户。因此, 如果构成客户的任何该等人士或任何合作伙伴死亡, 账户应立即授予生存的人士或合作伙伴 (根据情况而定)。

A9 DEFAULT 违约

A9.1 A "Default" shall be deemed to occur if: 下列情况应视为 "违约":

(a) the Customer has failed to comply with any of its obligations hereunder or under any Account or Transaction;
客户未能遵守其此处的任何义务或在任何账户或交易下的任何义务;

(b) (in the event the Customer is individual) the customer shall die, become bankrupt or insane, commit an act of bankruptcy, or have action to place the Customer in bankruptcy commenced against it;
(如果客户为个人) 客户死亡、破产或精神失常、实施破产行动或能将客户置于破产境地的诉讼开始;

(c) (in the event the Customer is partnership) any of the partners thereof shall die, become bankrupt or insane, commit an act of bankruptcy, or have action to place him/her in bankruptcy commenced, or if action is commenced to dissolved and/or alter the partners or in the constitution of the Customer;
(如果客户为合伙企业) 任何合作伙伴死亡、破产或精神失常、实施破产行动或能将其置于破产境地的诉讼开始, 或能解散和/或改变合作伙伴或客户构成的诉讼开始;

(d) The Customer makes any voluntary arrangement with its creditors or becomes subject to administration order;
客户与其债权人达成任何自愿偿债安排或受制于任何行政管理令之下;

(e) The Customer is the subject of a petition presented, an order made, or a resolution passed, to wind up the Customer, to place the Customer in bankruptcy or in judicial management, or to take any similar or analogous action in respect of the Customer.
客户是呈递的请愿书、做出的命令或已通过的决议的主体, 要求客户清盘、破产或接受司法管理, 或采取任何与客户相关的类似或可比行动。

(f) any claim, action or proceeding of any nature is commenced against the Customer, or steps are taken by any person to enforce any security against the Customer;
针对客户进行任何性质的索赔、行动或诉讼开始, 或任何个人采取步骤针对客户执行任何抵押;

(g) OFTPL has, for more than 2 consecutive Business Days, been unable to establish direct contact with the Customer or any of its designated representatives.
OFTPL 在超过2个连续营业日内不能直接联系到客户或其指定的任何代表。

(h) OFTPL forms the view, in good faith, that it should take action in order to preserve its right or interests under any Account or under its relationship with the Customer.
OFTPL 善意地认为, 应该采取行动以保护其在任何账户或客户关系之下的权利或利益。

PROVIDED in the case of Transactions effected otherwise than on an exchange, in the event of a Default under Clause A9.1(b), (c) or (d) above all outstanding Transactions (including any Transaction which has not been performed and in respect of which the value date as determined by OFTPL is on or precedes the date on which OFTPL terminates such Transaction) entered between the Customer and OFTPL shall be deemed immediately liquidated at prevailing prices (or, if not available, at such prices OFTPL deems fit) and the amounts resulting converted into Singapore dollars or such other Currency as OFTPL may from time to time use as the principal Currency of its business (together with all Margin duly converted into Singapore dollars or such other Currency as OFTPL may from time to time use as the principal Currency of its business) at OFTPL's prevailing rates and set-off against each other and the Margin prior to OFTPL resorting to its rights under Clause A9.2 below and/or payment or repayment to the Customer (if applicable).

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如果交易不是在一个交易所内进行，在出现上述第A9.1(b)、(c) 或 (d) 条的违约情况时，客户与OFTPL 之间达成的所有未完成交易（包括任何尚未执行且OFTPL确定的交割日正好为或先于OFTPL终止该类交易日期的任何交易）都应按现行价格（或如果未有现行价格，则按OFTPL认为合适的价格）立即清算，所产生的金额按OFTPL的现行汇率兑换成新加坡元或OFTPL经常用作其业务主要货币的其他币种（全部保证金也应兑换成新加坡元或OFTPL不时用作其业务主要货币的其他币种），OFTPL 追索其在下文第A9.2 条下的权利和/或对客户付款或还款（如果适用）之前进行保证金相互抵销。

A9.2 Without prejudice to any other right of OFTPL hereunder or otherwise at law, in the event of Default, OFTPL may (but is not obliged to) immediately or at any time thereafter, do any one or more of the following:

在不损害OFTPL此处的其他权利或其他合法权利的情况下，如果出现违约，OFTPL可以（但无义务）立即或在之后的任何时间采取以下一种或多种措施：

- (a) suspend (indefinitely or otherwise) or terminate any Account or OFTPL's relationship with the Customer and accelerate any and all liabilities of the Customer to OFTPL so that they shall become immediately due or payable;
暂停（无限期或其他）或终止任何账户或OFTPL与客户的关系，加快客户对OFTPL的任何及全部债务以使其立即到期或应付；
- (b) Hedge and/or close-out all or any outstanding Transaction (including any Transaction which has yet to be settled on the date on which OFTPL terminates such Transaction) or position by determining its value as of the date of the close-out as soon as practicable after the close-out.
对冲和/或抛售所有或任何未完成的交易（包括在OFTPL终止该等交易当日尚未结算的任何交易）或仓位，在抛售后可行时确定截至抛售日期时的价值。
- (c) Cancel any of the Customer's outstanding Order 撤销客户的任何未完成指令；
- (d) Liquidate the Margin or part thereof at a price which OFTPL deems appropriate in the circumstances; 按照OFTPL在当时环境中认为合适的价格清算保证金或部分保证金；
- (e) Satisfy any of the Customer's obligations due to it (either directly or by way of guarantee or surety ship) from any Margin.
从任何保证金中履行客户应付（直接或通过抵押或担保）的债务责任；
- (f) Sell any or all Securities. Futures Contracts and/or the underlying subject matter of the Futures Contracts long in the Account(s) and/or buy any or all Securities. Futures Contracts and/or the underlying subject matter of the Futures Contracts, which may be short in the Account(s) on the Market in any manner at any time.
销售任何或全部证券。期货合约和/或期货合约的多头账户基本标的物/或买入任何或全部证券。期货合约和/或期货合约的基本标的物，可能为市场上任何时间任何方式的空头账户。
- (g) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of OFTPL as security for the Account(s);
要求提供任何抵押品，包括但不限于已签发或以OFTPL为受益人的任何担保及信用证，作为账户抵押品；
- (h) apply any amounts of whatsoever nature standing to the credit of the Customer against any amounts which the Customer owes to OFTPL (whatsoever nature and howsoever arising, including any contingent amounts), or generally to exercise OFTPL's right of set-off against the Customer;
从客户任何性质的金额中扣除客户欠OFTPL的任何金额（无论何种性质以及如何引起，包括任何或有金额），或一般性地行使OFTPL对客户的抵销权。
- (i) demand any shortfall after (a) above from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of cheque to the last known address of the Customer; and/or
向客户要求上述(a)中的差额，暂时持有任何超额，直到客户任何其他债务完全清偿为止，或将任何超额以支票形式寄送到最后已知的客户地址；和/或
- (j) exercise such other authority and powers that may have been conferred upon OFTPL by this Agreement. 行使本协议可能授予OFTPL的该等其他职权和权力。

A9.3 If there occurs in relation to any Transaction (otherwise than on an exchange) or otherwise in relation to an Account or Accounts an Extraordinary Event (as defined below), OFTPL shall have the sole discretion to determine any adjustments or action necessary in relation to such Transaction or any or all Transactions or otherwise to an Account or Accounts in view of the Extraordinary Event. Such adjustments or actions may include altering or varying the quantities of Currencies or financial instruments or the exchange rates or specifications of Currencies or instruments bought or sold in respect of such Transaction or some or all Transactions, or terminate the Transaction in question or some or all Transactions, or an Account or Accounts or otherwise. Provided OFTPL undertakes such action in good faith, any such adjustment or action shall be binding on the Customer who shall be liable for any additional Loss incurred by OFTPL on the account of the Customer or which the Customer is consequently liable for as a result of such adjustment or action.

如果出现与任何交易（交易所进行的交易除外）或其他与一个账户或多个账户相关的非常事件（定义见下文），OFTPL 应全权自行决定任何必要的与该交易、与任何或所有交易、或在其他情况下就非常事件而言与一个账户或多个账户有关的调整或措施。该等调整或行动可能包括改动或变更与此交易或部分或全部交易有关的货币数量、金融工具、汇率、币种规定，或购买或出售与此交易或部分或全部交易有关的抵押工具，或终止受到影响的交易或部分或全部交易、一个或多个账户或其他。如果OFTPL善意地执行该行动、任何该等调整或行动应对客户有约束力，而客户应对OFTPL为了客户而承担的任何额外损失负责，或对客户因该调整或行动而蒙受的任何额外损失负责。

A9.4 An "Extraordinary Event" shall mean any event which OFTPL in good faith believes to have a material adverse effect on any Transaction and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility credit or transfers of Currencies, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying Currencies or financial instruments of any Transaction and/or any form of restriction or requirement which in OFTPL's good faith opinion adversely alters or changes the rights or obligations which OFTPL in good faith undertook upon the establishment of such Transaction.

“非常事件”应指OFTPL善意地认为对任何交易有重大不利影响的任何事件，包括但不限于任何形式的影响货币、金融工具或资金的可获得性、兑换性、信贷或转账的任何性质的外汇管制限制或要求，任何形式的债务或对司法辖区、个人或实体的其他延期偿付，任何交易的基础货币或金融工具的任何贬值、重新定值或废止流通，和/或在OFTPL善意地看来会负面地改动或变更在该等交易确立时OFTPL所善意承担的权利或义务的任何形式的限制或要求。

A9.5 OFTPL or the Customer may terminate any Account or any service provided by OFTPL under this Agreement by giving 5 Business Days' notice in writing to the other party. Prior to the date of the termination of any account or Service, the Customer shall instruct OFTPL as to the proper disposal or transfer of money and other properties of the Customer in relation to such Account or Service. If the Customer fails to do so, OFTPL may exercise any of its right under Clause A9.2 above as if Default had occurred. OFTPL 或客户均可在向另一方提前5个营业日发出书面通知的情况下，终止本协议下由OFTPL 提供的任何账户或服务。在任何账户或服务的终止日期之前，客户应告知OFTPL如何正确处置或转移客户与该等账户或服务相关的款项或其他财产。如果客户未能如此行事，OFTPL可按照出现违约的情况行使第A9.2 条下所拥有的任何权利。

A10 GENERAL INDEMNITY—一般性赔偿

A10.1 In addition and without prejudice to any other right or remedy of OFTPL (at law or otherwise) the Customer shall indemnify and hold OFTPL harmless from and against any and all Loss suffered or incurred by OFTPL as a result of:

在补充且不损害OFTPL（依据法律或其他）享有的任何其他补救权的情况下，客户应就因下列情况使OFTPL招致或蒙受的任何损失进行补偿并使其免受损害。

- (a) any failure by the Customer to comply with any of these terms and conditions; 客户未能遵守本条款中的任何规定；
- (b) OFTPL acting in accordance with the Customer's orders or in any manner permitted under these terms and conditions;
OFTPL遵照客户指令或以本条款许可的任何方式行事；
- (c) any change in any Applicable Laws; and/or 适用法律的任何变化；和/或
- (d) any act or thing done or caused to be done by OFTPL in connection with or referable to these terms and conditions or any Account.
OFTPL执行或造成其执行的、与这些条款或任何账户有关或可追溯的任何行动或事情。

CUSTOMER TRADING AGREEMENT 客户交易协议

A11 GENERAL EXCLUSION 一般性排除

- A11.1 In addition and without prejudice to any other or remedy which OFTPL may have (under this Agreement, at law or otherwise), in the absence of fraud or willful default on the part of OFTPL, it shall not be liable to the Customer on any respect of any Loss suffered by the Customer.
在补充且不损害OFTPL可能拥有的任何其他或补救（本协议下、依法或其他）的情况下，如果OFTPL一方不存在欺诈或有意违约，则OFTPL对于客户遭受的任何方面的任何损失不应承担责任。
- A11.2 OFTPL shall not be liable to the Customer for any and all Loss incurred by the Customer as a result of the suspension of the trading and/or change in trading conditions affecting the Market.
对于因交易暂停和/或影响市场的交易条件的变化而让客户蒙受的任何及全部损失，OFTPL不对客户承担责任。
- A11.3 For the avoidance of doubt and without prejudice to the generality of the foregoing, OFTPL shall not in any event be liable to the Customer for any indirect or consequential loss, or for punitive damages.
为避免疑义且在不损害上述内容的一般性的情况下，对客户的所有间接性、结果性损失或惩罚性赔偿，OFTPL概不负责。

A12 RELATIONSHIP OF OFTPL WITH THE CUSTOMER /OFTPL 与客户之间的关系

- A12.1 Notwithstanding that the Customer may as between itself and a third party be affecting Transactions for and on behalf of such third party, as between the Customer and OFTPL, the Customer shall be deemed to be and is transacting as sole principal. The Customer acknowledges, undertakes and agrees to be always primarily liable for such Transactions.
尽管客户可代表第三方在自己与该第三方之间进行交易，如同客户与OFTPL之间的交易，客户应被视为交易的唯一当事人。客户确认、保证并同意始终对该等交易承担主要责任。
- A12.2 Unless otherwise agreed by OFTPL in writing, OFTPL does not and is not willing to assume any advisory, fiduciary or similar or other duties to the Customer. OFTPL assumes, and relies on the assumption, that the Customer has taken the necessary independent legal, tax, financial and other advice in relation to any Account or Transaction between OFTPL and the Customer.
除OFTPL另行书面同意，OFTPL不会且不愿向客户承担任何咨询、信托或其他类似的职责。OFTPL假定且信赖该假定，客户已就OFTPL和客户之间任何账户或交易采纳了独立的法律、税务、财务和其他方面的建议。
- A12.3 Without prejudice to Clause A12.2, the Customer acknowledges that OFTPL prohibits any of its Officers, employees of OFTPL or other persons appointed by OFTPL in accordance with Clause A2.4 from giving any representations, trading suggestions, recommendation or information on its behalf. Any such representations, trading suggestions, recommendations or information if made must therefore be regarded as having been made in the personal capacity of such person giving the same. The Customer cannot and will not hold OFTPL liable for any Losses which it suffers if it relies on such representations, trading suggestions, recommendations or information.
在不损害第A12.2条的情况下，客户确认OFTPL禁止其任何职员、OFTPL雇员或OFTPL按照第A2.4条委任的其他人士代表OFTPL提供任何声明、交易建议、推荐或信息。任何此类声明、交易建议、推荐或信息（如果有的话），必须视为提供人士以个人名义所提供之信息。客户如果依赖此类声明、交易建议、推荐或信息而蒙受损失，则不能也不会让OFTPL承担责任。
- A12.4 No Officer, employee of OFTPL or other persons appointed by OFTPL in accordance with Clause A2.4 may waive or vary any of OFTPL's rights under this Agreement nor may they accept any liability on OFTPL's behalf.
OFTPL的职员、员工或OFTPL依照第A2.4条委任的其他人士均不能放弃或改变OFTPL在此协议下的任何权利，也不能代表OFTPL接受任何责任。
- A12.5 The Customer acknowledges and agrees that where OFTPL uses another broker to execute the Orders in foreign jurisdictions, OFTPL may have to accept sole and principal responsibility to the broker for the executed Order (notwithstanding that as between the Customer and OFTPL, OFTPL is in fact the agent of the Customer). Accordingly, the Customer shall indemnify OFTPL against any and all actions which OFTPL deems in good faith necessary to ensure that OFTPL will not be in default of its said principal obligation or responsibility. The foregoing right of OFTPL will apply even though as between OFTPL and the Customer, the Customer may be in actual or anticipatory default. The foregoing indemnity in favour of OFTPL is in addition to any other right that OFTPL may have (whether expressly provided as between the parties or implied by law).
客户确认并同意，如果OFTPL使用其他经纪人在国外司法辖区执行指令，OFTPL将必须对该经纪人执行的指令单独承担主要责任（尽管在客户与OFTPL之间，OFTPL事实上仍是客户的代理人）。因此，对于OFTPL为保证OFTPL不违背上述主要义务或责任而善意地认为必需的任何及所有行为，客户应对OFTPL进行补偿。即使在OFTPL与客户之间，客户可能实际上或预期会违约，上述OFTPL的权利仍然适用。上述以OFTPL为受益人的补偿，是对OFTPL可能拥有的任何其他权利（无论是双方之间明示还是法律所暗示）的补充。
- A12.6 In view of the fact that OFTPL may have accepted principal responsibility and/or liability to another broker, the Customer also acknowledges and consents to the fact that any investment products which (as between OFTPL and the Customer) are to be regarded as purchased by the Customer may or will be regarded by any and/or every broker as being the investment products purchased by OFTPL for itself. This may in some instances result in prejudice to the Customer. For example, in certain circumstances, the Customer's monies or properties may be used to satisfy obligations of OFTPL or other customers of OFTPL. The Customer accepts that this is a necessary risk of dealing in such jurisdictions through OFTPL.
鉴于OFTPL可能接受对另一经纪人的主要责任和/或义务，客户同时确认并同意，任何被认为由客户购买的投资产品（在OFTPL与客户之间）可能或将会被任何和/或所有经纪人视为OFTPL为自己购买的投资产品。这在某些情况下会对客户造成损害。例如，在某些情况下，客户的款项或财产可能用于偿还OFTPL的或OFTPL的其他客户的债务。客户认同，该等做法是在某些司法辖区通过OFTPL承担的必要的交易风险。
- A12.7 The Customer acknowledges that OFTPL, in taking principal responsibility vis-a-vis another broker, may do so on behalf of the Customer together with other customers of OFTPL, on an aggregate and undifferentiated basis, whether on an omnibus account or otherwise.
客户确认，OFTPL可能会以合并和无差别的形式代表客户以及OFTPL的其他客户承担与另一经纪人之间的主要责任，无论是综合账户还是其他形式。
- A12.8 Where the Customer gives any order which may be executed in more than one exchange or market and/or by more than one mode or sub-market or sub-exchange for execution (e.g. Pit and electronic trading) without specifying the specific exchange or market or the mode or sub-market or sub-exchange for execution then OFTPL shall be deemed to be vested with the discretion to decide where and how the order should be executed if accepted for execution. So long as OFTPL exercises its discretion in good faith, OFTPL shall have no liability whatsoever to the Customer with respect such to execution.
当客户发出的任何指令可能会在超过一个交易所或市场内执行和/或采用超过一种方式或分市场或分所来执行（例如公开喊价(Pit)和电子交易），而没有指定执行交易的具体交易所、市场、方式、分市场或分所，则如果OFTPL同意执行，应视OFTPL为有权决定在何处以何种方式执行指令。只要OFTPL善意地行使自己的判断力，OFTPL不应因该执行对客户承担任何责任。

A13 GENERAL POWER OF ATTORNEY 全权委托书

- A13.1 The Customer by trading with or through OFTPL with respect to the Account(s) confirms its irrevocable appointment of each and every director and manager of OFTPL (on a several basis) for so long as they are a director/manager (as the case may be) or OFTPL as his attorney for each and all of the purposes of these terms and conditions and with power to sign and execute all documents and perform all acts in the name and on behalf of the Customer whether in respect of any Transaction referable to an Account or in respect of anything required to facilitate or give effect and/or substance to the rights conferred on OFTPL under these terms and conditions and anything reasonably ancillary thereto.
客户与OFTPL或通过OFTPL进行账户交易，由此确认其不可撤销地委任任何OFTPL负责人和管理人员（在个别基础上，只要他们是负责人和管理人员，<视情况而定>）或OFTPL作为在本条款任何及全部情况下的代理人，有权以客户名义并代表客户签署所有文件并履行所有行为，不论是任何可追溯至某个账户的任何交易，还是关于为促成或实现OFTPL在本条款下的权利所需的任何事情，以及任何合理相关的事情。
- A13.2 Registration of this power of attorney in any jurisdiction may be affected on the Customer's behalf by OFTPL at the Customer's expense. The Customer undertakes to ratify and confirm, and hereby ratifies and confirms, all and whatsoever OFTPL may do pursuant to this power of attorney.
OFTPL可代表客户在任何司法辖区内注册本委托书，并由客户支付费用。客户承诺批准并确认，并特此批准和确认OFTPL按照本委托书可能采取的任何及全部行动。

CUSTOMER TRADING AGREEMENT 客户交易协议

A14 TRUST ACCOUNT - INTEREST WAIVER / INVESTMENT POWERS 信托账户 —— 利益豁免/投资权力

A14.1 The Customer acknowledges that as a general rule excess funds of the Customer in the possession of control OFTPL (whether held in a trust account or subject to a trust in favour of the Customer or otherwise) will be held commingled with excess funds of other customers of OFTPL (where applicable in a trust account in accordance with the provisions of the Securities and Futures Act Cap. 289). The preceding makes it counter-productive to attempt to allocate the respective interest entitlements (if the trust account be interest bearing) on an individual basis because of the constant fluctuations in the value of the commingled funds. The Customer acknowledges and accepts that it is a condition for OFTPL accepting the Customer as a customer that the Customer agrees to waive and relinquish in favour of OFTPL any and all entitlement to interest accruing to the Customer's share of funds in such trust account and the Customer hereby so agrees. OFTPL may however at its discretion pay from time to time such portion of any actual interest it may receive with respect such excess funds as it deems appropriate.

客户确认，一般来说，由OFTPL管理的客户的超额资金（不论信托账户上保有还是以客户为受益人的信托或其他）将与OFTPL其他客户的额外资金混放（按照《证券与期货法》（第289章）的规定适用于信托账户时）。因为混放资金的价值不停变动，这使得混放资金在试图分配各自应得利息（如果信托账户计息）时会产生负面影响。客户确认并接受，这是OFTPL接受客户作为客户的条件之一，客户特此同意放弃并让渡客户在该信托账户中的资金份额所产生的任何应得利息。但是，OFTPL可依据自己的判断，以自己认为合适的方式不时支付此超额资金的实际利息所得部分。

A14.2 Without prejudice to the provisions of the preceding clause 14.1 and in addition to OFTPL's rights and powers including its investment entitlement pursuant to Regulation 20 of the Securities and Futures (Licensing and Conduct of Business) Regulations 2002, the Customer hereby grants to OFTPL the authority at its discretion to invest the Customer's excess funds with OFTPL (whether such funds are held distinctly or on a commingled basis pursuant to OFTPL's entitlement to effect such commingling of customer funds) whether distinctly or as part of a pool of commingled funds with or through any funds manager (including itself or a related entity) in such investments as may also be permitted of OFTPL by the Rules or Bye-laws of a relevant exchange or market. The Customer acknowledges that any such investment is at OFTPL's discretion and OFTPL shall have no liability or responsibility if no such investment is effected or procured to be effected, OFTPL will also not be liable for any loss in principal or lack of enhancement in the value of the principal occasioned by and/or from the investment(s) effected and the Customer also accepts the risk of any and all losses or shortfalls that may result from the investment(s) effected, on a pro-rated basis where relevant, so long as any investment is made in good faith by OFTPL.

在不损害上述第14.1条的规定情况下，除OFTPL在《2002年证券与期货（发牌与业务操守）规则》第20条中规定的权利和权力（包括投资权力）以外，客户特此授权OFTPL可依据自己的判断将客户的超额资金投资于OFTPL（不论这些资金是完全分开，还是按照OFTPL对此类客户基金进行混放的权力以混放的形式持有），不论完全分开或作为混放资金池的部分使用或通过OFTPL的任何基金经理（包括自己或相关实体），按照相关交易所或市场的规则或章程许可进行该等投资。客户确认，任何该等投资都由OFTPL全权自行决定，OFTPL对未进行或导致未进行此类投资不承担责任或义务，OFTPL对投资引起和/或招致的本金价值未升值或本金的任何损失也不承担责任。只要OFTPL是善意地进行投资，客户还接受所进行的投资可能造成任何及全部损失或短缺风险，并在合适时按比例分配。

A15 FORCE MAJEURE 不可抗力

A15.1 OFTPL shall not be liable to the Customer for any Loss or delay caused by events beyond OFTPL's control, such as fire, earthquake, flood, lightning, riots, strikes, lockouts, government action, war, telecommunications disruption, computer failure (whether or not as a result of any failure arising from inability to process or use dates falling on or after 1 January 2000 or otherwise) or failure or similar or other events or events commonly known as "force majeure".

对超出OFTPL控制能力之外的事件所造成的任何损失或延迟，OFTPL不对客户承担责任。这类事件包括火灾、地震、水灾、雷电、暴乱、罢工、禁运、政府行动、战争、电信中断、计算机故障（不论是否因为无法处理或使用2000年1月1日当日或以后的日期或其他问题而造成的任何故障）或失效或类似或其他事件，或公认为“不可抗力”的事件。

A16 GENERAL LIEN 一般留置权

A16.1 In addition and without prejudice to any rights which OFTPL may have under any Applicable Laws or otherwise, all properties of the Customer in the possession of OFTPL shall be subject to a general lien in favour of OFTPL which OFTPL may sell at any time to satisfy any moneys or obligations owing by the Customer to OFTPL in any manner whatsoever, in any Currency, whether actual or contingent, joint or several.

在补充和不损害OFTPL按照适用法律或其他规定下可能拥有的任何权利的情况下，OFTPL对所持有的任何客户财产拥有一般留置权，OFTPL可随时以任何形式、以任何币种将其出售以偿还客户欠OFTPL的款项或债务，无论是实际债务或有或债务，是共同债务或个别债务。

A17 WITHHOLDING & SET-OFF 预扣和抵销

A17.1 For so long as the Customer owes moneys or obligations (of whatsoever nature and howsoever arising) to OFTPL, the Customer may not withdraw any cash or securities or other properties held with OFTPL (whether as Margin or otherwise) without OFTPL's consent. OFTPL may at any time withhold any cash or securities or other properties of the Customer pending full settlement of all such moneys or obligations of the Customer.

只要客户有应支付予OFTPL的任何（无论何种性质、如何导致）款项或债务，客户只有征得OFTPL的同意才能提取任何现金、证券或其他OFTPL持有的财产（无论是作为保证金还是其他）。OFTPL可以在任何时候预扣客户的任何现金、证券或其他财产，直到上述客户款项或债务完全结清为止。

A17.2 In addition to the foregoing OFTPL may at any time and from time to time without notice set-off any amounts due to the Customer or held in any Account or any other account to which the Customer is beneficially entitled (whether with OFTPL or with any Associate) to reduce or extinguish any liability whether present or future, actual or contingent, primary or as surety, owed by the Customer to OFTPL or to any of other member of the OFTPL Group. Each and every Associate may, subject to the proviso hereafter set out, enforce the set-off right provided in this clause in accordance with the Contracts (Rights of Third Parties) Act 2001 provided that with respect to credit balances in the Accounts, OFTPL right of set-off has priority and as to any excess credit remaining in the Accounts thereafter, priority as amongst the other relevant members of the OFTPL Group to benefit to the set-off right shall be as determined by OFTPL who may also elect such members enjoy such right on a pro-rated basis where the said excess is not sufficient to be set off against the aggregate debit balances owing to the members of the OFTPL Group by the Customer.

OFTPL可随时并不时在无需通知客户的情况下抵销客户的任何应得金额，或保留客户具有受益人资格的任何账户或任何其他账户（不论是在OFTPL或任何附属公司开立的账户），以减少或消除客户欠OFTPL或OFTPL集团任何其他成员目前或将来的、实际或或有的、主要或作为担保的债务。每个附属公司可根据下文列明的附带条件，按照2001年《合同法》（第三方权利）强制执行本条款中提供的抵销权。只要与账户中的贷方余额相关，OFTPL具有优先抵销权，对于其后账户中剩余的超额信用，如果所述的超额部分不足以抵销客户所欠OFTPL集团成员的总体债务余额，所有其他OFTPL集团相关成员受益的抵销权优先级应由OFTPL确定，OFTPL也可能选出某些成员按比例分享这种权利。

A18 COMMUNICATIONS 通信

A18.1 Communications may be sent by OFTPL to the Customer at any e-mail, facsimile, telex, or postal address of the Customer last known to OFTPL. Any such communications shall be deemed received by the Customer (in the case of e-mail, facsimile or telex communications) immediately upon transmission by OFTPL, or (in the case of posted communications) 1 day after the communication was dispatched by OFTPL (in the case of a Customer who has a Singapore residential address) or 7 days after the communication was dispatched by OFTPL (in the case of a Customer who has a non-Singapore residential address). Communications served personally on or delivered personally to the Customer by OFTPL shall be deemed received upon service or delivery).

OFTPL可通过最后已知的任何电子邮件、传真、电传或邮寄地址向客户传送通信。任何该等通信在OFTPL发送后（对于电子邮件、传真或电传通信）应视为客户已经收到，或在邮寄情况下，（如果客户居住地址在新加坡）在派件1天后视为已送达客户，或（如果客户居住地址不在新加坡）在派件7天后视为已送达客户。OFTPL亲自送达或亲自交付给客户的通信应视为在送达或交付时收到。

A18.2 The risk of loss or damage to, and the costs of delivery of, any articles or items sent to the Customer shall be borne by the Customer.

发送给客户的任何物件或物品的损失或损坏风险以及发送成本应由客户承担。

A18.3 Any communications from the Customer to OFTPL, whether they be instructions relating to the Account or any of its Accounts which it now has or may hereafter open with OFTPL or otherwise, shall be given in accordance with OFTPL's general operating procedures.

客户发给OFTPL的任何通信，不论是与该账户或其现在拥有或可能以后开立的任何账户相关的指令还是其他，均应按照OFTPL的常规操作程序进行发送。

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A19 STATEMENTS, CONFIRMATIONS AND ADVICE 声明、确认书和通知

- A19.1 The Customer shall verify all statements, Confirmations and advice sent by OFTPL to the Customer, if no objection is raised within 14 days of the date of statement. Confirmation or advice (or such other time period set out in the said statement, Confirmation or advice), such statement. Confirmation or advice shall be deemed conclusive and binding against the Customer, who shall not be entitled to object thereto. However, OFTPL may at any time rectify any error on any entry, statement, Confirmation or advice which has been proved to its satisfaction, and may demand immediately repayment from the Customer of any monies erroneously paid over to the Customer as a result of such error.
客户应验证由OFTPL发送给客户的所有声明、确认书和通知，如果在此类声明、确认书和通知日期的14天内（或在所述声明、确认书和通知中规定的其他期限）没有提出异议，则该声明、确认书或通知应视为已经生效并对客户具有约束力，客户无权对其提出反对。但是，OFTPL可随时更正任何条目、声明、确认书或通知中的任何错误，直到满意为止，并可能会要求客户立即退还因此类错误而已经向客户错误支付的任何款项。
- A19.2 The Customer shall immediately notify OFTPL if a statement, Confirmations or advice is not received by the Customer in the ordinary course of business.
如果客户在正常的业务过程中没有收到某个声明、确认书和通知，应立即通知OFTPL。

A20 UPDATING OF PARTICULARS 详细信息更新

- A20.1 The Customer shall keep OFTPL updated as to any change in the particulars of the Customer, or any information relating to any Accounts or to these terms and conditions, supplied to OFTPL. If the Customer fails to do so, OFTPL will not be responsible for any resulting Loss to the Customer.
如客户详细信息或与其任何账户或这些条款相关的信息发生任何变更，客户应及时向OFTPL提供更新的信息。如果客户因未能及时提供更新信息而招致任何损失，OFTPL概不负责。

A21 UNCLAIMED MONEYS AND PROPERTIES 无人申领的资金和财产

- A21.1 If there are any monies or securities standing to the credit of any Account (including a trust account) which are unclaimed by the Customer six years after the Customer's last transaction with or through OFTPL and OFTPL determines in good faith that it is not able to trace the Customer, the Customer agrees that all such assets including any and all accretions and accruals thereon (which in the case of monies shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such monies; and in the case of securities shall include all accretions and accruals thereon), the same shall be deemed to have been abandoned by the customer in favour of OFTPL and may be appropriated by OFTPL to and for itself. The Customer thereafter shall have no right to claim such assets or their accretions and accruals.
如果任何账户（包括信托账户）的任何资金或证券信用状况在客户与OFTPL或通过其进行最后一次交易后六年内没有被申领，并且OFTPL本着善意确信无法追踪到客户，客户同意所有此类资产包括其后的任何增长和获利（对于资金来说，包括所有其后所得利息以及该资金所有投资的相应增长和获利；对于证券来说，包括其后所有增长和获利）视为客户已经通过使OFTPL成为受益人而放弃，该等收益可归OFTPL适当拥有。其后，客户无权要求该等资产或其增长及获利。

A22 INTRODUCTIONS/SHARING OF FEES, COMMISSIONS AND/OR OTHER CHARGES 收费、佣金和/或其他费用的介绍/分担

- A22.1 The Customer may have been introduced to OFTPL by a third party. OFTPL has and will accept no responsibility for any conduct, action, representations or statement of such third party.
客户可能经由第三方介绍给OFTPL。OFTPL对于该第三方的任何行为、行动、声明或陈述没有也不会承担任何责任。
- A22.2 OFTPL may share its fees, commissions and/or other charges with such third party or any other third party.
OFTPL可能会与该第三方或任何其他第三方分享其收费、佣金和/或其他费用。

A23 CUSTOMER REPRESENTATIONS, WARRANTIES, AGREEMENTS AND UNDERTAKINGS 客户声明、保证、同意与承诺

- A23.1 The Customer represents, warrants, agrees and undertakes that: 客户声明、保证、同意并承诺:
- (a) in the case of the Customer being a natural person 客户是自然人的:
- (i) that he has full capacity and authority to accept to this Agreement, to open and maintain all Account(s) from time to time established with OFTPL and to give OFTPL Orders; and 其完全有能力和权力随时接受本协议、开立和保有在OFTPL建立的所有账户，以及向OFTPL发出指令;
- (ii) that accepts as disclosed to OFTPL in writing prior to or on the date hereof, the Customer is not; 按照在本协议签订之日或之前以书面形式向OFTPL披露的一样，承认客户不是:
- (aa) a partner, officer, director, owner of more than 10 percent of the equity interest, correspondent, agent or Person associated therewith, associated person or employee of a futures broker, nor a relative of a spouse of any of the foregoing persons who shares the same home as any of the foregoing persons; or 某个期货经纪人的合伙人、职员、董事或10%以上的股权所有者、代理行、代理人或与之有关的人士、关联人士或雇员，亦不是与上述任何人士是一家人的上述任何人士的配偶之亲属；或
- (bb) an employee of any Market, any member of firm registered on any market, any bank, any trust company, any insurance company, or other forms of commercial paper or the underlying subject matter of any Futures Contract, or any corporation a majority of its share capital which is owned by a Market. 任何市场、在任何市场注册的商行的任何成员、任何银行、任何信托公司、任何保险公司的雇员，或其他形式的商业票据或任何期货合约的基本标的物，或大部分股本为某一市场所有的任何公司。
- (b) in the case of the Customer being joint account holders or a partnership: 客户是联名账户持有人或合伙企业的:
- (i) that each of the partners or the joint account holders of the Account is not under any legal disability and the previous of this Agreement are enforceable against all of them in accordance with its terms; 每位合伙人或账户的联名持有人不是法律上无行为能力的人，且本协议的以前内容按照其条款对他们是可执行的;
- (ii) that it has all authorizations, consents, licenses or approvals (whether under Applicable Laws or otherwise) required to accept and agree to this Agreement, to open and maintain all Account(s) from time to time established with OFTPL and to give OFTPL Orders; and 其拥有接受和同意本协议，不时开立和保有在OFTPL建立的所有账户以及向OFTPL发出指令所需的所有授权书、同意书、许可证或批文（不论是根据适用法律要求或其他）；且
- (iii) that where not prohibited by any Applicable Law, each joint account holder's properties (whether held jointly or in such joint account holder's sole name and/or control) shall be available as security in favour of OFTPL for the Customer's liability hereunder; 如果不为任何适用法律所禁止，每位联名账户持有人的财产（不论是共同持有还是完全以该联名账户持有人的名义和/或受该联名账户持有人控制的），应是以OFTPL为受益人的、对客户在本协议项下责任的担保;
- (c) in the case of the Customer being body corporate: 客户是法人团体的:
- (i) that is a corporation duly organized and validity existing under the laws of the country of its incorporation and is a legal entity capable of suing or being sued and that provisions of this Agreement are enforceable against the Customer in accordance with its terms; 它是一家根据其成立国家或地区的法律正式组建且有效存续的公司，是可以起诉或被起诉的法人实体，且本协议的规定根据其条款对客户是可执行的;

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- (ii) that it has all authorization, consents, licenses or approvals (whether under the Applicable Laws or otherwise) required to accept and agree this Agreement, to open and maintain all Account(s) from time to time established with OFTPL, and to give OFTPL Orders
其拥有接受和同意本协议，不时开立和保有在OFTPL建立的所有账户以及向OFTPL发出指令所需的所有授权书、同意书、许可证或批文（不论是根据适用法律要求或其他）；
- (iii) that the certified true copies of the customer's certificate of incorporation or registration, charter, statute, memorandum and articles or other instrument constituting or defining its constitution, and the board of resolutions of the Customer delivered to OFTPL are true and accurate and still in force; and
客户的公司登记或注册证书、章程、法令、公司组织大纲及章程或其他构成或确定其章程的文书经证实的真实拷贝，以及提交给OFTPL的客户董事会决议，都是正确的、准确的且仍然有效的；且
- (iv) that to the best of the knowledge of the Customer, no steps have been taken to appoint a receiver and/or manager or liquidator over, or to wind up the customer and that it will immediately notify OFTPL if any possible intent on the part of the customer and/or of its creditors to wind up the customer.
就客户所知，还没有采取任何指定接收人和/或管理人或清算人，或让客户清算的步骤，且如果客户和/或其债权人一方有意将客户清算，客户会立即通知OFTPL。

A23.3 Without prejudice to Clause 18.1, the Customer further represents, warrants and/or agrees that 在不影响第18.1条的条件下，客户进一步声明、保证和/或同意：

- (a) all the information in this Agreement provided by its true, correct and complete as of the date of this Agreement and the Customer will notify OFTPL immediately of any changes in such information;
其在本协议中提供的所有信息自本协议生效之日起都是真实的、正确的且完整的，且客户会立即将该等信息的任何变更通知OFTPL；
- (b) it will at all times maintain complete and exclusive control of the Account, including giving complete instructions with respect to any Transaction on the Account(s), and will keep itself fully informed of all Transactions and other activities in the Account(s);
其会始终保持对账户的完全及排他性控制，包括给出关于账户上任何交易的完整指示，并且会让自己完全知晓账户中的所有交易和其他活动；
- (c) it is familiar with and understands and will keep itself updated on all Applicable Laws, and that in any event it is separately advised on such matters and does not rely on OFTPL in relation to these matters.
其熟悉且了解所有适用法律，并且会让自己知道所有适用法律的更新情况；任何情况下都会有人单独就此类事务向其提出建议，且在在这些事务方面不会依赖OFTPL。
- (d) any Orders placed or any other dealings in the Account is solely and exclusively based on its own judgment, and after its own independent appraisal of and investigation into the risks associated with such Orders or dealings;
下达的任何指令或账户中的任何其他交易，是完全依照其自己的判断且是在自己独立评估和研究该等指令或交易有关的风险之后做出的；
- (e) the properties provided to OFTPL hereunder, whether as Margin or otherwise, is and will be free of any encumbrance or lien;
本协议项下提供给OFTPL的财产，不论是保证金或其他，目前且将来均不会存在任何债权或留置权；
- (f) OFTPL has no duty or obligation to inquire into the purpose or propriety of any Order and shall be under no obligation to see to the application of any funds delivered by the Customer in respect of any Account; and
OFTPL没有责任或义务调查任何指令的目的或适宜性，也没有任何义务照管客户提供的与任何账户有关的任何资金的用途；并且
- (g) any person(s) empowered to act on the Customer's behalf has been duly authorized. 被授权代表客户行事的所有人都是经过正式授权的。

A23.3 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the Customer gives Orders to OFTPL enters into any Transactions or establishes a new Account with OFTPL.
上述声明、保证、同意和承诺，应视为在客户每次向OFTPL发送指令以达成任何交易或在OFTPL开立新账户时都被重复。

A24 CERTIFICATES ISSUED BY OFFICERS 职员出具的证书

A24.1 Except in the event of fraud or manifest error, a certificate issued by an Officer as to: 除非是欺诈或明显出错，职员出具涉及以下内容的证书：

- (a) the substance or content of any oral or telephone or other communications between the Customer and OFTPL; or
客户与OFTPL之间任何口头或电话或其他通信的主题或内容；或
- (b) any monies owing from the Customers to OFTPL or from OFTPL to the Customer, or any monies or properties in any Account,
客户欠OFTPL的任何款项或OFTPL欠客户的任何款项，或任何账户中的任何资金或财产，

shall be conclusive and binding on the Customer who shall not be entitled to dispute the same. The records of OFTPL shall be prima facie evidence of the facts stated therein.
应为确定性的且对客户有约束力，客户无权对其进行质疑。OFTPL的记录应为其中所述事实的初步证据。

A25 CUSTOMER TO KEEP INFORMED 让客户知情

A25.1 The Customer shall be responsible for updating itself as to OFTPL's standard policies and practice (including OFTPL's prevailing rates of fees, commissions and/ or other charges) which have been made publicly available by OFTPL, the standard terms and conditions of all trading facilities and services provided by OFTPL to the Customers, and all Applicable Laws.
对于OFTPL已经公开的OFTPL的标准政策和做法（包括OFTPL费用、佣金和其他收费的现行费率）、OFTPL向客户提供的所有交易设施和服务的标准条款以及所有的适用法律，客户应负责让自己知晓其最新情况。

A26 REPORTS, SUMMARIES, ANALYSIS BY OFTPL/ OFTPL提供的报告、总结和分析

A26.1 Other than reports or statements of fact, any reports, summaries or analysis by OFTPL of whatsoever nature (and whether oral, published as research or otherwise) supplied to the Customer by or on behalf of OFTPL are merely expressions of OFTPL's views or opinions. Although OFTPL will take reasonable care to ensure that no such report, summary or analysis is untrue or misleading at the time of production thereof:
除事实报告或陈述以外，OFTPL提供给客户的或代表OFTPL提供给客户的各种性质（且不论是口头的，作为研究资料出版的或其他）的任何报告、总结和分析，都仅仅是OFTPL观点或看法的表述。尽管OFTPL会合理且审慎地确保任何该等报告、总结或分析在制作时是真实的、不会产生误导，但：

- (a) no guarantee is given by OFTPL as to its accuracy or completeness;
OFTPL不对其准确性或完整性作任何保证；
- (b) as such reports, summaries or analysis are not prepared with individual customers or classes of Customers in mind, they are to be treated as general views and opinions only and are not suitable for use by individual customers or classes of Customers without independent verification; and
由于该等报告、总结或分析是在未考虑个别客户或个别类别的客户的情况下编写的，因此只能当作一般性观点和看法来对待，不适合被个别客户或个别类别的客户不加独立验证就使用；且
- (c) each such view or opinion is subject to change without notice, 该观点或看法如有变化，恕不另行通知。

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A26.2 The Customer acknowledges that while such opinions, reports, summaries, analysis or other information may be supplied to it by or on behalf of OFTPL, the Customer remains solely liable for its own decision on the relevant matter. The Customer further agrees that OFTPL of its representatives shall not be responsible for any Loss that may be incurred by the Customer in reliance of any such opinion, report, summary, analysis or other information so provided by OFTPL or its representatives. 客户确认, 该等看法、报告、总结、分析或其他信息可以由OFTPL 或代表OFTPL提供, 客户完全自行负责对相关事项进行决策。客户进一步同意, 对于因客户依赖任何该等看法、报告、总结、分析或 OFTPL 或其代表如此提供的其他信息而蒙受的任何损失, OFTPL 或其代表概不负责。

A 26.3 For the avoidance of doubt, unless otherwise agreed by OFTPL in writing, OFTPL does not and is not willing to assume any advisory, fiduciary or similar duties to the Customer OFTPL assumes, and relies on the assumption that the Customer has taken independent legal, tax financial and other advice in relation to any Account or Transaction between OFTPL and the Customer. 为避免疑义, 除OFTPL另行书面同意, OFTPL不会且不愿向客户承担任何咨询、信托或其他类似的职责。OFTPL假定且信赖该假定, 客户已就OFTPL和客户之间任何账户或交易采纳了独立的法律、税务、财务和其他方面的建议。

A 27 DISCLOSURE OF INFORMATION 信息披露

A 27.1 The Customer expressly authorises and permits OFTPL and each of its Officers and agents to divulge, reveal or disclose any and all of the particulars of the Customer's Account, including but not limited to the Customer's information and information on or relating to any Transaction or dealings between the Customer and OFTPL, for any purpose whatsoever, to: 客户明确授权且允许OFTPL及其任何职员和代理人出于任何目的, 向下列对象透露、揭露或披露客户账户的任何及所有详细信息, 包括但不限于客户的信息以及关于或涉及客户与OFTPL之间任何交易或买卖的信息:

- (a) Any entity in the OFTPL Group; OFTPL 集团中的任何实体;
- (b) All governmental agencies and authorities in Singapore and elsewhere where the disclosure is required by the Applicable Laws; 新加坡的所有政府机构和部门, 以及适用法律要求予以信息披露的其他地方的所有政府机构和部门;
- (c) Any agents or contractors which have agreed to perform works for or provide services to OFTPL; and 已经同意为OFTPL开展工作或服务提供服务的任何代理人或承包商; 以及
- (d) Any other person or entity at any time which OFTPL, any of its Officers or agents in good faith considers to be appropriate for the purpose or in the interest of OFTPL. 任何时候OFTPL、其任何职员或代理人善意地认为就OFTPL目标而言或有利于OFTPL的任何其他适宜人士或实体。

A 27.2 The consent and authority herein shall constitute consent and authority for the purpose of the provisions of any Applicable Laws. 此处所含的同意和权力, 应构成出于任何适用法律条款之目的的同意和权力。

A 27.3 The Customer hereby authorises OFTPL to make such enquiries and carry out such credit checks and assessments on itself and to obtain from any third party and all information regarding the Customer or the relationship or account(s) of the Customer with such third party as OFTPL may in its sole and absolute discretion deem fit and undertakes to execute and deliver such documents as OFTPL may require for the purposes of such enquiries, credit checks and assessment and the obtaining of such information, including but not limited to a letter of authorisation in such form as OFTPL may require. 客户在此授权OFTPL 进行在OFTPL全权自行认为适合的调查, 对其开展在OFTPL自行判断看来认为适合的信用检查和评估, 以及授权OFTPL 从任何第三方获得有关于客户的信息, 或关于客户与该第三方的关系或账户的信息, 并且承诺会签署和交付OFTPL为进行上述调查、信用检查和评估以及获得上述信息而所需的文件, 包括但不限于使用OFTPL 所要求格式提供的授权书。

A 28 ASSIGNABILITY 可转让性

A 28.1 These terms and conditions shall be binding on OFTPL and the Customer and their respective successors in title and assigns. These terms shall also continue to be binding on the Customer notwithstanding any change in the name or constitution of OFTPL or the Customer, or the consolidation or amalgamation of OFTPL or the Customer into or with any other entity (in which case the terms shall be binding on the successor entity). 本条款应对OFTPL和客户及其各自的权利继承人和受让人有约束力。不管OFTPL或客户的名称或构成发生任何变化, 或者OFTPL 或客户合并到任何其他实体或与任何其他实体合并(任何情况下, 条款应对继承人实体有约束力), 这些条款还应继续对客户有约束力。

A 28.2 The Customer may not assign its rights hereunder or under any Accounts without the express written consent of OFTPL. 如未获得OFTPL的明确书面同意, 客户不得转让其在本协议或任何账户下的权利。

A 28.3 OFTPL may assign any or all of its rights hereunder or under any Account to any person OFTPL deems fit, or change the office through which any Transaction is booked, or through which it makes or receives payments or deliveries for the purpose of any Transaction. OFTPL可以将其在本协议或任何账户下的任何或所有权利转让给OFTPL认为合适的任何人士, 或变更登记交易的办事处, 或变更OFTPL出于任何交易目的作出或接收款项或交付的办事处。

A 29 AMENDMENTS 修改

A 29.1 OFTPL may amend, vary or supplement any terms hereunder or any specific terms relating to any Account by written notice to the Customer and any such amendment variation or supplement shall take effect as from the date of such notice or the date specified in such notice. OFTPL可通过向客户发出书面通知的方式, 修改、变更或增补本协议项下的任何条款或涉及任何账户的任何特定条款; 任何该等修改、变更或增补, 应从该通知日期起或该通知中规定的日期起生效。

A 30 SEVERABILITY 可分割性

A 30.1 If any of these terms and conditions is or becomes illegal, invalid or unenforceable, the same shall not affect the legality, validity or enforceability of any other term or condition. 如果任何条款变得不合法、无效或不可执行, 则任何其他条款的合法性、有效性或可执行性均不受影响。

A 31 NO WAIVER 不放弃

A 31.1 No failure to exercise or enforce and no delay in exercising or enforcing on the part of OFTPL of its rights under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of OFTPL afterwards to act strictly in accordance with the powers conferred on OFTPL under these terms and conditions. OFTPL方面未能行使或执行、或延迟行使或执行其在本条款项下的权利, 不得视为其放弃该权利, 亦不得在任何方面损害或影响OFTPL 之后按照根据本条款授予OFTPL的权力严格行使的权利。

A 32 TRANSLATIONS 译本

A 32.1 These terms and conditions may, at OFTPL's discretion upon the Customer's request and at the Customer's expense, be translated into a language other than English. The Customer agrees that the English text shall prevail in the event of any ambiguity, discrepancy or omission. 如果客户要求, 本条款可由OFTPL全权自行决定翻译成英语以外的语言, 费用由客户承担。客户同意, 如任何果出现任何意义不明确、不一致或遗漏之处, 以英语版本为准。

A 33 GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权

A 33.1 These terms and conditions, any Account, and the relationship between the Customer and OFTPL, shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Customer and OFTPL hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. 本条款、任何账户以及客户与OFTPL之间的关系, 应受新加坡共和国法律的管辖并据其解释。客户和OFTPL 在此服从新加坡共和国法院的非排他性司法管辖权。

A 33.2 Service of process may be effected in any manner permitted for communications hereunder. 法律文件可以以本协议所允许的任何通信方式送达。

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A 34 MISCELLANEOUS 其它约定事项

A34.1 The rights and remedies of the parties under this Agreement are cumulative and are without prejudice and in addition to any rights and remedies which the parties may have at law or in equity, and no exercise by a party of any one right or remedy under this Agreement, at law or in equity, shall (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate to hinder or prevent the exercise of any other right or remedy by that party. 各方在本协议下的权利和补救措施是累积性的，不影响双方根据普通法或衡平法享有的任何其他权利和补救措施，且是对双方根据普通法或衡平法享有的任何其他权利和补救措施的补充；一方行使根据本协议、普通法或衡平法享有的本协议下的任何权利或补救措施，不得（除本协议、普通法或衡平法中明确规定的范围以外，如有的话）妨碍或阻止该方对任何其他权利或补救措施的行使。

A 34.2 Time shall be of essence in this Agreement in relation to any of the Customer's obligation hereunder 在本协议中，时间因素对于客户在本协议下的任何义务至关重要。

Section B – TERMS AND CONDITIONS APPLICABLE TO FUTURES FOREIGN EXCHANGE AND OTC TRADING

B部分 – 适用于期货、外汇和场外交易的条款

B1 LIQUIDATION INSTRUCTIONS 清算指示

B1.1 The Customer shall for any open position of any Transaction which involves physical settlement 对于涉及实物交割的任何交易的任何未平仓，客户应：

- (a) give OFTPL instruction to liquidate such open position; or 向OFTPL给出清算该未平仓的指示；或
- (b) provide OFTPL with sufficient funds in respect of the Account to which such open position relates, and with the necessary delivery documents to take or make delivery of the underlying subject matter of the futures, foreign exchange or OTC Transaction in accordance with OFTPL's general operating procedures, (in the case of futures Transactions) not later than 5 Business Days prior to the first notice day for long positions, and not later than 5 Business Days prior to the last trading day for short positions and (in the case of foreign exchange and OTC Transactions) not later than 3:30 pm Singapore time 5 Business Days before the Value Date, as the case may be.

(如果是期货交易) 对于多头不迟于第一通知日前五个营业日，对于空头不迟于最后交易日前五个营业日，（如果是外汇和场外交易）不晚于交割日前五个营业日新加坡时间下午3:30，以上视具体情况而定，按照OFTPL的一般操作规程，就该未平仓涉及的账户向OFTPL提供充足的资金，提供为交付或接受期货、外汇或场外交易之基本标的物所需的交割文件。

B1.2 If the Customer fails to comply with clause B1.1, OFTPL may: 如果客户未能遵守第B1.1条的规定，则OFTPL可：

- (i) liquidate such open position (whether by entering into an off-setting Transaction or otherwise); 清算该未平仓（不管是通过达成平仓交易或其他方式）；
- (ii) make or receive delivery of the underlying subject matter of the futures foreign exchange or OTC Transaction on the Customer's behalf upon such terms and by such methods which OFTPL deems fit; 根据OFTPL认为合适的条款且通过OFTPL认为合适的方式，交付或接受期货、外汇或场外交易之基本标的物的交付；
- (iii) take any of the actions described in Clause A9.2; or 采取第A9.2条中所述的任何行动；或者
- (iv) in respect of foreign exchange Transactions, roll over such foreign exchange Transaction by extending its Value Date to a new Value Date for any number of times and on such terms as OFTPL may in its sole and absolute discretion determine. 对于外汇交易，通过无限次延长其交割日至某个新交割日的方式，按照OFTPL全权自行决定的条件，将该外汇交易进行展期。

B1.3 If the Customer fails to deliver to OFTPL by the stipulated delivery date any Commodity which the Customer has instructed OFTPL to sell, OFTPL shall, in its sole and absolute discretion, without giving notice to the Customer, borrow any Commodity necessary to make such delivery on the Customer's behalf, and the Customer shall indemnify OFTPL against any Loss which OFTPL may sustain in effecting the delivery upon OFTPL's demand.

如果客户未在规定的交付日之前将客户已指示OFTPL出售的任何商品交付给OFTPL，则OFTPL应由其全权自行决定且不需要通知客户，代表客户借入为实现该交付所需的任何商品，且客户应在OFTPL有要求时，补偿OFTPL在实现交付时可能承受的任何损失。

B2 OFTPL's RIGHTS AND REMEDIES/OFTPL 的权利与补救措施

B2.1 OFTPL may, in its sole and absolute discretion, at any time and from time to time if it deems necessary for the protection of its interest, without notice to the Customer and at the Customer's sole expense and risk, take such measures in such manner as it deems fit in relation to the Account (including but not limited to liquidate any of the positions in the Account by entering into an off-setting Transaction or in any other manner as OFTPL deems fit, take delivery under any of the positions in the Account, hedge and/or enter into off-setting or other Transactions in order to establish a spread or straddle to protect against any risk of Loss in respect of such positions, sell all or any part of the Margin and/or cancel or complete any open Orders or other commitments made on behalf of the Customer for the purchase or sale of any property, borrow or purchase or otherwise procure any such property being the subject matter of any sale and make delivery under such sale on terms and conditions deemed appropriate by OFTPL). In exercising any of its rights under this Clause, OFTPL shall not be obliged to furnish any reason to the Customer.

OFTPL可由其全权自行决定而不需要通知客户，且在客户承担风险和费用的条件下，在其认为是为保护其利益所需的任何时候，以其认为合适的方式采取其认为合适的与账户有关的措施（包括但不限于通过达成平仓交易的方式或以OFTPL认为合适的任何其他方式，清算账户中的任何仓位，接受账户中任何仓位下的交付，达成对冲交易和/或达成平仓或其他交易，以确立价差或同价位交易，防止与该等仓位有关的任何损失风险，出售全部或任何部分保证金，和/或撤销或完成任何未完成指令或为购买或出售任何财产而代表客户作出的其他承诺，借入或购买或以其他方式获取属于任何出售活动之标的物的任何该等财产，根据OFTPL认为适合的条款进行该出售活动项下的交付）。OFTPL在根据本条款行使任何权利时，没有义务向客户给出任何理由。

B2.2 Without prejudice to generality of Clause B2.1, OFTPL may, in the event of a Default, and in addition to its rights and remedies under Clause A9.2, exercise such other rights and remedies as provided under this Clause.

在不损害第B2.1条的一般性原则的前提下，在出现违约时，OFTPL除其根据第A9.2条享有的权利和补救措施以外，可行使本条款所规定的其他权利和补救措施。

B3 ACKNOWLEDGEMENT OF RISK 风险确认

B3.1 The Customer acknowledges that it is aware of and understands the following: 客户确认其知晓并了解以下内容：

- (a) that the prices of any Commodities, options and other property in which OFTPL may trade for the Customer under the Account that are quoted on the exchanges may be volatile, unpredictable and sensitive to events both happening within the jurisdiction of the exchange and extraneously or internationally; 任何商品、期权和 OFTPL 在账户下为客户进行交易的其他财产在交易所的报价是不定的、无法预测的，并且对在交易所管辖范围内发生的事件和外部或国际上发生的事件是敏感的；
- (b) that the risk of Loss from undertaking such Transactions is high and the degree of such Loss may be substantial and far in excess of the value of the Margin and as such the Transactions are only suitable for those who are sophisticated investors capable of assuming such Loss by virtue of their financial conditions. For the purposes of the preceding expression "sophisticated investor" shall have the meaning ascribed to it in the SFA; 因承担该等交易的损失风险很高，且该等损失可能非常巨大，且远超过保证金的价值，因此，交易只适合那些拥有足够财务实力、有能力承担该等损失的高水平投资者。前述的“高水平投资者”一词应具有在《证券与期货法》中为其规定的含义；

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- (c) that it may, in certain circumstances, be difficult or even impossible to off-set a position in relation to an option on any exchange and in such event, the Customer shall be required to exercise the option;
其在某些情况下, 很难或甚至无法在任何交易所将与某一期权有关的某个仓位进行平仓, 且在该情况下, 客户需要行使该期权;
- (d) that OFTPL may refuse to execute any Order which is impossible to execute including but not limited to the execution of a "stop", "contingent" or other similar Order on electronic systems which are generally only able to accept "limit" Orders; and
OFTPL可以拒绝执行任何无法执行的指令, 包括但不限于在一般只能接受“限额”指令的电子系统上执行“停止”、“或有”指令或其他类似指令;
- (e) that notwithstanding any agreement to the contrary, OFTPL shall not be obliged to and does not warrant to contact the Customer when the price in respect of any of its Transactions reaches a certain level. The Customer shall be primarily responsible for the monitoring of the market movements of its Transactions,
尽管可能存在任何相反的协议, OFTPL没有义务也不保证在任何交易的价格达到一定水平时联系客户。客户应主要负责监控其交易的市场变动情况,
and hereby represents to OFTPL that it is a sophisticated investor as defined in Clause B3.1(b). 并在此向OFTPL声明, 其是第B3.1(b)条中定义的高水平投资者。

B4 FOREIGN EXCHANGE TRANSACTIONS 外汇交易

- B4.1 The Customer acknowledges that foreign exchange Transactions may be subject to measures which affect their convertibility and/or liquidity and hereby agrees that OFTPL is not obliged to provide quotes for any foreign exchange Transaction but if OFTPL chooses to do so, it shall not be obliged to ensure that such quote is in line with market as then prevailing.
客户确认, 外汇交易可能受那些影响其兑换性和/或流动性的措施的制约; 客户在此同意, OFTPL没有义务就任何外汇交易提供报价, 但如果OFTPL选择如此行事, 则其应没有义务确保该报价是符合当时市况的报价。
- B4.2 Settlement of a non-deliverable foreign exchange Transaction shall be as stated in the Confirmation for such Transaction and shall be effected notwithstanding that no delivery is contemplated.
无本金交割的外汇交易的结算应按该交易确认书中所述内容执行, 且应予以实现, 尽管预计不会出现交割。

B5 OTC TRANSACTIONS 场外交易

- B5.1 In providing a liquid market and prices for OTC Transactions, the Customer hereby acknowledges and agrees that OFTPL (or any person authorised by OFTPL to accept OTC Orders) may quote OTC prices from other regulated financial institutions to Customers or act as market-makers to Customers in providing bids and offers to be traded under OFTPL's market-making accounts.
在为场外交易提供流动市场和价格时, 客户在此确认并同意, OFTPL (或经 OFTPL 授权以接受场外指令的任何人) 可以向客户给出其他受监管金融机构的场外报价, 或在提供在OFTPL做市账户下的买入和卖出交易报价, 并于收盘时担当客户的做市商。
- B5.2 Unless otherwise specified, OFTPL shall act as principal in respect of the OTC Transactions. 除另有规定外, OFTPL 应当场交易方面的委托人。
- B5.3 In the event of a Default under Clause A9.1 (e) of this Agreement, all outstanding transactions (including any transaction which has not been performed and in respect of which the value date as determined by OFTPL is on or precedes the date on which OFTPL terminates such transaction) entered between the Customer and OFTPL shall be deemed immediately liquidated at prevailing prices (or, if not available, at such prices OFTPL deems fit) and the amounts resulting converted into Singapore dollars or such other Currency as OFTPL may from time to time use as the principal Currency of its business (together with all Margin and/or security duly converted into Singapore dollars or such other Currency as OFTPL may from time to time use as the principal Currency of its business) at OFTPL's prevailing rates and set-off against each other and the Margin prior to OFTPL resorting to its rights under Clause A9.2 of this Agreement and/or payment or repayment to the Customer (if applicable).
在出现本协议第 A9.1(e) 条的违约情况时, 客户与OFTPL之间达成的所有未完成交易 (包括任何尚未执行且OFTPL确定的交割日正好为或先于OFTPL终止该类交易日期的任何交易) 都应按现行价格 (或如果未有现行价格, 则按OFTPL认为合适的价格) 立即清算, 所产生的金额按OFTPL的现行汇率兑换成新加坡元或OFTPL经常用作其业务主要货币的其他币种 (全部保证金也应兑换成新加坡元或OFTPL不时用作其业务主要货币的其他币种), 进行相互抵销, OFTPL 追索其在本协议第A9.2条下权利之前的保证金和/或对客户的付款或还款 (如果适用)。
- B5.4 If there occurs in relation to any Transaction (otherwise than on an exchange) or otherwise in relation to an Account or Accounts an Extraordinary Event (as defined below), OFTPL shall have the sole discretion to determine any adjustments or action necessary in relation to such Transaction or any or all Transactions or otherwise to an Account or Accounts in view of the Extraordinary Event. Such adjustments or actions may include altering or varying the quantities of Currencies or financial instruments or the exchange rates or specifications of Currencies or instruments bought or sold in respect of such Transaction or some or all Transactions, or terminating the Transaction in question or some or all Transactions, or an Account or Accounts or otherwise. Provided OFTPL undertakes such action in good faith, any such adjustment or action shall be binding on the Customer who shall be liable for any additional Loss incurred by OFTPL on the account of the Customer or which the Customer is consequently liable for as a result of such adjustment or action.
如果出现与任何交易 (交易所进行的交易除外) 或其他与一个账户或多个账户相关的非常事件 (定义见下文), OFTPL应全权自行决定任何必要的与该交易、与任何或所有交易、或在其他情况下就非常事件而言与一个账户或多个账户有关的调整或措施。该等调整或行动可能包括改动或变更与此交易或部分或全部交易有关的货币数量、金融工具、汇率、币种规定, 或购买或出售与此交易或部分或全部交易有关的金融工具, 或终止受到影响的交易或部分或全部交易、一个或多个账户或其他。如果OFTPL善意地执行该行动、任何该等调整或行动应对客户有约束力, 而客户应对 OFTPL 为了客户而承担的任何额外损失负责, 或对客户因该调整或行动而蒙受的任何额外损失负责。

- B5.5 An "Extraordinary Event" shall mean any event which OFTPL in good faith believes to have a material adverse effect on any Transaction and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit, or transfers of Currencies, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying Currencies or financial instruments of any Transaction and/or any for, of restriction or requirement which in OFTPL's good faith opinion adversely alters or changes the rights or obligations which OFTPL in good faith undertook upon the establishment of such Transaction.
“非常事件”应指OFTPL善意地认为对任何交易有重大不利影响的任何事件, 包括但不限于任何形式的影响货币、金融工具或资金的获性、兑换性、信贷或转账的任何性质的外汇管制限制或要求, 任何形式的债务或对司法辖区、个人或实体的其他延期偿付, 任何交易的基础货币或金融工具的任何贬值、重新定价或废止流通, 和/或在OFTPL善意地看来会负面地改动或变更在该等交易确立时OFTPL所善意承担的权利或义务的任何形式的限制或要求。

B6 STORAGE OF COMMODITIES 商品的存储

- B6.1 OFTPL may (but is not obliged to), upon the specific Order of the Customer and for a fee as may be determined by OFTPL from time to time in its sole and absolute discretion, place any Commodity with a depository selected by OFTPL and commingle such Commodity with that belonging to OFTPL, its customers or other persons.
OFTPL可以 (但无义务), 在接到客户的具体指令且在收取OFTPL不时全权自行决定的费用的条件下, 将任何商品放置于OFTPL 选定的存放处, 以及将该商品与属于OFTPL、其客户或其他人士的商品混放。
- B6.2 The Customer shall be responsible for all taxes, postage, shipping, insurance expenses and storage fees relating to OFTPL's provision of this service. The Customer acknowledges that any insurance coverage taken out by OFTPL in relation to the Commodities stored by OFTPL in accordance with this Clause may not cover all risks that such Commodities may be subject.
所有与OFTPL提供该服务有关的税款、邮资、运费、保险开支和仓储费应由客户承担。客户确认, OFTPL按照本条款规定进行的、与OFTPL所存储之商品有关的任何保险, 可能未涵盖该等商品可能遭受的全部风险。

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The Exchange has entered into a licensing agreement with FTSE/XINHUA Index Limited ("FXI") to use the FTSE/Xinhua China A50 Index. FXI owns rights in FTSE/ Xinhua China A50 Index and the proprietary data contained therein.

交易所已与新华富时指数有限公司 ("新华富时") 签订许可协议, 以使用新华富时A50指数。新华富时拥有新华富时中国A50指数及其包含的专有数据的所有相关权利。

"Xinhua" and "新华" are service marks and trademarks of the Xinhua Financial Network Limited and are used by FXI under license. "FTSE" is a trademark of the London Stock Exchange Plc and the Financial Times Limited and is used by FXI under license.

"Xinhua" 和 "新华" 是新华财经有限公司的服务标识和商标, 由新华富时获准使用。"FTSE" 是伦敦证券交易所有限公司和金融时报有限公司的商标, 由新华富时获准使用。

Neither FXI nor its licensors in any way sponsor, endorse or are otherwise involved in the issuance and offering of the SGX FTSE/Xinhua China A50 Index Futures. SGX- DT, FXI and its licensors disclaim any liability to any party for any inaccuracy in the data on which the FTSE/Xinhua China A50 Index is based, for any mistakes, errors or omissions in the calculation and/or dissemination of the FTSE/Xinhua China A50 Index or for the manner in which it is applied in connection with the issuance and offering of derivatives instruments derived from the FTSE/Xinhua China A50 Index or the trading of the FTSE/Xinhua China A50 Index.

新华富时及其许可人均未以任何方式资助、担保或通过其他方式参与发布和提供新加坡交易所新华富时中国 A50股指期货。对于新华富时中国A50指数所依据的数据的任何不准确、在新加坡交易所中国A50指数的计算和/或传播中或来自新华富时中国A50指数的金融衍生产品的发布和提供方式相关的任何错误、误差或遗漏、或新华富时中国A50指数的交易, SGX-DT、新华富时及其许可人不对任何当事方承担任何责任。

B. Exchange Disclaimer 交易所的免责声明

The Exchange makes no warranty, express or implied, as to the accuracy or completeness of, or the results to be obtained by any person or any entity from the use of, the FTSE/Xinhua China A50 Index, any intra-day proxy related thereto or any data included therein in connection with the trading of any contracts, or for any other use. The Exchange makes no express or implied warranties of merchantability or fitness for a particular purpose with respect to the FTSE/Xinhua China A50 Index or any intra-day proxy related thereto or any data included therein.

对于任何人士或任何实体因任何合同交易或任何其它用途而使用新华富时中国A50指数、其任何相关日内替代值或其中包含的任何数据的准确性或完整性或所获得的结果, 交易所不做任何明确或暗示性的保证。对于新华富时中国 A50 指数、其任何相关日内替代值或其中包含的任何数据用于任何特定目的的适用性或适当性, 交易所不做任何明确或暗示性的保证。

DISCLAIMER FOR FUTURES & OPTIONS TRADING ON THE BURSA MALAYSIA DERIVATIVES (BMD)

马来西亚衍生品交易所(BMD)期货和期权交易免责声明

In relation to the trading of futures and options contracts on the BMD, the Customer hereby acknowledges and agrees that: 就在BMD进行期货和期权合同交易, 客户在此确认并同意:

- This Statement does not disclose all of the risks referable to or in connection with the trading on the BMD, and increased risks may be involved. The Customer should familiarise himself / herself with the applicable rules, particularly with respect to restrictions on any money or property which the Customer deposit for transactions effected through or via the BMD, and carefully consider whether he/she should undertake such transactions in light of his/her experience, financial resources, the possibility of adverse policy changes and other relevant circumstances.
本声明无法披露与BMD交易相关的全部风险, 以及可能涉及的更多风险信息。客户应了解所有适用规则, 特别是对于客户为通过BMD所达成交易所存放的任何资金或资产的限制规定。客户还应根据其经验、财务资源、不利政策变化的可能性和其他相关情况仔细地考虑是否应该从事此类交易。
- The Malaysia local regulatory authority may at any time compel the enforcement of the rules of regulatory authorities or markets in the jurisdiction where the aforesaid transactions will be effected. The Company may or may not be notified/aware of the enforcement of such rules. The Company is under no obligation to inform or advise the Customer of any such regulatory changes, the ensuing ramifications, or remedial measures available to the Customer under such circumstances. The Company shall have no responsibility of any view or advice expressed by it or its employees or agents, whether or not requested by the Customer.
马来西亚当地监管部门可随时在达成上述交易的司法辖区内强制实行监管部门或市场规则。公司可能或未能得知或了解此类规则的落实情况。公司没有义务通知或告知客户任何此类管理变更、后续影响或客户在此情况下可采用的任何补救措施。无论是否由客户要求, 公司对于自身、其员工或代理商所发表的任何观点或意见, 均不承担责任。
- The extent to which the Customer may recover his/her money or property placed with the BMD or any banks domiciled in Malaysia may be governed by specific legislation or local rules. Operation of certain rules may increase the risk of making it difficult or impossible to effect transactions (withdrawal, transfer or deposit) in relation to the Customer's money or property. Vulnerability to the suspension of or restriction on the Customer's right to his/her money or property is completely at the risk of the Customer. The Company shall not be responsible for any losses, damages or expenses incurred by the Customers as a result of such suspension or restriction.
客户可从BMD或马来西亚的任何银行中取回其存储的资金或资产的数额, 受到具体立法或地方法规的管辖。某些规定的实施可能会增加风险, 令客户难以或无法进行资金或资产的相关交易(取款、转让或存款)。客户需完全承担其对资金或资产的权利遭到中止或限制的风险。在任何情况下, 公司对此类中止或限制给客户造成的任何损失、损害或费用概不负责。
- Only funds in Ringgit are acceptable as margin for trading on the BMD or to settle mark- to-market losses resulting from such trades. As such, Customer must maintain sufficient funds for his/her BMD positions at all times and the Company reserves the right to auto convert Customer's funds in other currencies to offset any Ringgit deficit balance in the Customer's account.
只接受林吉特(马来西亚货币)作为BMD交易的保证金, 或用于弥补此类交易造成的市值价格损失。为此, 客户必须存放充足的资金以一直维持其BMD仓位, 而公司保留将客户资金自动转换为任何其他货币, 以抵销客户账户中林吉特结余亏欠的权利。
- In particular, the Company shall not be liable for the following: 具体而言, 公司对如下各项不承担责任:
 - where any of the Customer's money or property placed with the Company is redeposited, pledged or repledged with any broker, association, exchange or other bodies in connection with the execution of the Customer's orders and such money or property becomes unrecoverable, whether or not on a permanent basis, the Company shall not be liable or responsible to the Customer in any manner whatsoever.
如果客户在公司存放的任何资金或资产在与执行客户指令相关的任何经纪人、协会、交易所或其他实体处再存、抵押或再抵押, 且该资金或资产无法收回(无论是否永久无法收回), 公司对客户均不承担任何形式的责任。
 - where profits made by the Customer from his/her trading on the BMD cannot be recovered, the Company is not liable to compensate the Customer.
如果客户在 BMD 交易中获得的利润无法偿付, 公司没有责任赔偿客户。
 - losses incurred by the Customer from trading on the BMD shall be payable to the Company on demand even though restrictions on withdrawal may be imposed on the Customer's money or property.
客户在BMD交易中产生的损失应在公司提出要求时支付给公司, 即使针对客户的资金或资产可能存在取款限制。

GENERAL AGREEMENTS & PRODUCT DISCLOSURE STATEMENTS 客户交易协议, 一般协议和产品披露声明

- The Customer will indemnify the Company on any losses, damages or expenses incurred by the Company as a result of its trading on the BMD on behalf of the Customer.
客户应就公司因代表客户在BMD交易而产生的任何损失、损害或费用对公司做出补偿。
- Charges, levies or taxes exacted in relation to the trading on the BMD will be payable by the Customer and the Customer shall reimburse the Company on any such expenses paid by the Company on behalf of the Customer.
与BMD交易相关的费用、税款或税费应由客户支付, 且客户应就公司代表客户支付的任何此类费用偿还公司。

DISCLAIMER STATEMENT 免责声明

This statement is provided to you as required by the Rules of The Singapore Exchange Derivatives Trading Limited ("SGX-DT") and is in addition and not derogation of any disclosure statement.

本声明根据新加坡交易所衍生品交易有限公司("SGX-DT")的规则向您提供, 作为对其他披露声明的补充, 并不影响任何披露声明的效力。

The Exchange has entered into a license agreement with Morgan Stanley & Co. Incorporated to be permitted to use certain stock indexes to which Morgan Stanley & Co. Incorporated owns rights in and to (the "MSCI Indexes") and the proprietary data contained therein in connection with the listing, trading, marketing and clearing of derivatives securities linked to such indexes.

交易所已与摩根斯坦利公司签订一份许可协议, 以获准使用摩根斯坦利公司拥有权利的特定股份指("MSCI指数"), 以及其中包含的与此类指数相连的衍生证券的上市、交易、营销和结算相关的专有数据。

In relation to trading in the futures and options contracts based on the MSCI Indexes, please note: 针对基于MSCI指数的期货和期权合同交易, 请注意:

Morgan Stanley & Co. Incorporated and Capital International Perspective, S.A assume no liability or obligations in connection with the trading of any contract based on the MSCI Indexes. Neither Morgan Stanley & Co. Incorporated nor Capital International Perspective, S.A. shall be responsible for any losses, expenses or damages arising in connection with the trading of any contract linked to the MSCI Indexes, providing that nothing herein shall affect either party's obligations as a party trading in any contract linked to the MSCI Indexes. SGX-DT, Morgan Stanley & Co. Incorporated and Capital International Perspective, S.A. do not guarantee the accuracy or completeness of any of the MSCI Indexes or any data included therein.

摩根斯坦利公司和瑞士基金管理及指数公司(Capital International Perspective, S.A) 不对任何基于MSCI指数的合同交易承担任何责任或义务。摩根斯坦利公司和瑞士基金管理及指数公司(Capital International Perspective, S.A) 不对因与MSCI指数相连的任何合同交易而产生的任何损失、费用或损害承担责任, 虽然本声明内的任何内容不得影响其中任何一方在MSCI指数相连合同交易中作为缔约方的义务。SGX-DT、摩根斯坦利公司和瑞士基金管理及指数公司(Capital International Perspective, S.A) 不对任何MSCI指数或其中包含的任何数据的准确性或完整性提供担保。

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对于任何人士或任何实体因任何合同交易或其他用途而使用MSCI指数、其任何相关日内替代值或其所包含的任何数据的准确性或完整性或所获得的结果, SGX-DT、摩根斯坦利公司和瑞士基金管理及指数公司(Capital International Perspective, S.A) 不做任何明确或暗示性的保证。对于MSCI指数、其任何相关日内替代值或其所包含的任何数据用于任何特定目的的适当性或适当性, SGX-DT、摩根斯坦利公司和瑞士基金管理及指数公司(Capital International Perspective, S.A) 不做任何明确或暗示性的保证。

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In consideration of Ong First Tradition Pte Ltd making GLOBEX services available, in whole or in part, directly or indirectly, to you (the "Customer"), the Customer agrees that neither Ong First Tradition Pte Ltd, or any other broker whom Ong First Tradition Pte Ltd might use from time to time, Chicago Mercantile Exchange ("CME"), the Chicago Board of Trade ("CBOT"), any other exchange whose products may be traded on the GLOBEX system, the GLOBEX Joint Venture, LP. ("JV"), P-M-T Limited Partnership, Ceres Trading Limited Partnership, GLOBEX Corporation, Reuters America, Incorporated, nor any other entities controlling, controlled by or under common control with such entities, nor their respective directors, officers, or employees, shall be liable for any losses, damages, costs or expenses (including, but not limited to loss or profits, loss of use, incidental or consequential damages), regardless of the cause, arising from any fault, delay, omission, inaccuracy, or termination of GLOBEX services, or the inability to enter or cancel orders, or inability to use all or any part of the GLOBEX system or any JV, CME or CBOT facility or service. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability or otherwise.

鉴于王第一利顺有限公司向您("客户")直接或间接提供全部或部分GLOBEX服务, 客户同意, 无论王第一利顺有限公司, 还是其可能不时使用的任何其他经纪商、芝加哥商业交易所("CME")、芝加哥贸易委员会("CBOT")、在GLOBEX系统中进行产品交易的任何其他交易所、GLOBEX合资有限责任公司(GLOBEX Joint Venture, LP.)("JV")、P-M-T Limited Partnership、Ceres Trading Limited Partnership、GLOBEX Corporation、Reuters America, Incorporated, 或任何控制上述实体、由上述实体控制或与上述实体共同被其他此类实体所控制的其他实体, 或其各自的董事、管理人员或雇员, 均不对因GLOBEX服务的任何错误、延误、遗漏、误差或终止、或因无法签订或取消指令、或无法使用全部或任何部分的GLOBEX系统或任何JV、CME或CBOT设施或服务而产生的任何损失、损害、费用或开支(包括但不限于利润损失、使用损失、意外或相应而生的损害)承担任何责任, 无论原因为何。无论索赔要求是否针对合同、侵权、疏忽、严格赔偿责任或其他原因而提出, 上述声明均适用。

CLIENT AGREEMENT ON TRADING ON THE SINGAPORE EXCHANGE DERIVATIVES TRADING LIMITED("SGX-DT") FOR CRUDE PALM OIL ("CPO") FUTURES CONTRACTS

新加坡交易所衍生品交易有限公司(-SGX-DT)天然棕榈油(-CPO)期货合同交易客户协议

In relation to the trading of deliverable Futures contracts on the SGX-DT, the Customer hereby acknowledges and agrees that:
就SGX-DT的交付产品期货合同交易, 客户在此确认和同意:

- Disclaimer of Exchange Liability for Physical Delivery and Warehousing 交易所针对实际交付和仓储责任的免责声明**
 - Title Documents and Transfer of Title 所有权文件和所有权转让**

The Exchange accepts no liability and does not guarantee the satisfactory discharge of any physical delivery obligations under any deliverable Futures Contract. The Exchange further disclaims any liability arising from or in connection with:
对于任何交付产品期货合同中的任何实际交付义务的满意履行, 交易所不承担任何责任, 并不做任何担保。交易所进一步声明, 不会承担如下事项所产生或相关的任何责任:

 - the delivery or non-delivery of Title Documents by any Clearing Member; and 任何结算成员是否送交所有权文件, 以及
 - any irregularities in the transfer of title in the underlying Commodity from the Seller to the Buyer. 卖方对买方移交所涉及商品所有权过程中的任何异常。
 - Exchange Does Not Check Commodity, Documents or Designated Ports or Factories 交易所不负责检查商品、文件或指定港口或工厂**

The Exchange is under no obligation to: 交易所没有义务:

 - check any Commodity or document received from or delivered through a Clearing Member in relation to an obligation to make or take delivery under an open deliverable Futures Contract; or
检查与根据未平仓交付产品期货合同履行交付或接收义务相关的、来自结算成员或通过结算成员接收的任何商品或文件, 或者

GENERAL AGREEMENTS & PRODUCT DISCLOSURE STATEMENTS 客户交易协议, 一般协议和产品披露声明

- (ii) check the availability or suitability of any Designated Ports, factories, surveyors, samplers or analysts as identified in the relevant Contract Specifications.
检查在相关合同中确认的任何指定港口、工厂、检查员、取样员或分析员的可用性或适当性。

The Exchange disclaims any liability and does not in any way guarantee quality or suitability of fitness of any Commodity, document, Designated Port, factory, surveyor, sampler or analyst.
对于任何商品、文件、指定港口、工厂、检查员、取样员或分析员的质量或适当性, 交易所不承担任何责任, 且不得以任何形式做出担保。

(c) **Forged Documents 伪造文件**

The Exchange accepts no liability with respect to any claim arising from: 伪造文件交易所不对因以下情况而提出的任何索赔要求承担任何责任:

- (i) forged or irregular documents relating to a deliverable Futures Contract cleared through a Clearing Member; or
与通过结算成员结算的交付产品期货合同相关的伪造或违规文件, 或者
- (ii) any non-fulfilment of an open deliverable Futures Contract arising from such forgery. 因此类伪造文件而导致未平仓交付产品期货合同无法履行。

2. **Physical Delivery of SGX-DT CPO Contract SGX-DT天然棕榈油合同的实际交付**

(a) **Exchange-designed delivery mechanism 交易所设定的交付方法**

Eligible CPO Contracts (Minimum deliverable size of 20 lots) for physical delivery in accordance with CPO Futures Contract Specifications ("CPO CS") that are not offset by the last trading date ("LTD"), must be settled by physical delivery under the Exchange-designed delivery mechanism in accordance with the terms and conditions of the CPO CS.
按照天然棕榈油期货合同规定("CPO CS")进行实际交付的合格天然棕榈油合同(最小交付规模为20批), 如果未在最后交易日前抵销, 则必须按照CPO CS的条款和条件根据交易所设定的交付方法通过实际交付结算。

(b) **Alternative Delivery and Related Procedures 替代性交付和相关程序**

- (i) **Alternative Delivery Procedure 替代性交付程序**
Notwithstanding the CPO CS, a Buyer and Seller who have been matched may agree to make and take delivery of any Delivery Unit pursuant to an Alternative Delivery Procedure ("ADP") in accordance with the ADP notice in CPO CS Clause 6.1.2.
无论CPO CS有何规定, 已获得匹配的买方和卖方可同意根据CPO CS第6.1.2条中的ADP通知按照替代性交付程序("ADP")交付和接收任何交付单元。
- (ii) **Release and Indemnity to Exchange and Clearing House 对交易所和结算所的免责和赔偿**

Upon the delivery of an ADP Notice to the Clearing House the Seller and Buyer or such persons designated to make or take delivery as may be prescribed in the ADP Notice shall be solely responsible for completing delivery.
在将替代性交付程序通知提交给结算所后, 买方和卖方或在替代性交付程序通知中所指定进行交付或接收的其他人员应对完成交付承担全部责任。

The Buyer Member, the Selling Member and the Clearing House shall be released from their respective delivery obligations under the CPO CS and Rules upon the election of an ADP.
买方成员、卖方成员以及结算所在选择替代性交付程序后应被各自免除CPO CS和《规则》所规定的交付义务。

In executing such ADP, the Seller and Buyer or such persons designated to make and take delivery as may be prescribed in the ADP Notice shall jointly and severally indemnify the Exchange and the Clearing House against any liability, costs or expense it may incur for any reason as a result of the execution, delivery or performance of any agreement reached between the Buyer and the Seller or such persons designated to make and take delivery as may be prescribed in the ADP Notice pursuant to this Clause, or any breach thereof or default under such agreement.

在执行替代性交付程序时, 卖方和买方或在替代性交付程序通知中所指定进行交付或接收的人员应就由于买方和卖方或根据本条款在替代性交付程序通知中所指定进行交付或接收的人员之间所达成的任何协议的签署、交付或履行而产生的任何责任、费用或开支, 向交易所和结算处承担共同和独立赔偿责任。

3. **Submission to Arbitration 提交仲裁**

Where there is a dispute arising from or in connection with a deliverable commodity Futures Contract traded on the SGX-DT Market:
如果因在SGX-DT市场上交易的交付产品期货合同而产生或出现与之相关的任何争议:

- a) Customer and their respective assigns shall submit to arbitration before the Singapore International Arbitration Centre ("SIAC") at the election of OFTPL;
客户及其指定代表应根据OFTPL的选择将争议提交给新加坡国际仲裁中心("SIAC")进行仲裁。
- b) the award of the arbitrator or panel of arbitrators shall be final and binding on the Customers and their respective assigns; and
仲裁员或仲裁庭的裁决应是决定性的, 并对客户及其指定代表具有约束力, 而且
- c) the Customers and their respective assigns shall comply with the applicable post-arbitral procedures set forth in SGX-DT Futures Trading Rule 6.3.
客户及其指定代表应遵守SGX-DT期货交易规则第6.3条中所规定的适用的仲裁后程序。

For the avoidance of doubt, the applicable post-arbitral procedures set forth in SGX-DT Future Trading Rule 6.3 do not apply if the Selling Member and the Buying Member have agreed to effect delivery via an ADP.

为避免任何疑问, 如果卖方成员和买方成员同意通过替代性交付程序进行交付, 则SGX-DT期货交易规则第6.3条中所规定的仲裁后程序不再适用。

4. **Administrative Fees 管理费用**

OFTPL may at anytime impose administrative fees in relation to facilitating physical delivery of CPO Contracts for customers.
OFTPL可随时就协助天然棕榈油合同的实际交付向客户征收管理费用。

CLIENT AGREEMENT ON TRADING ON THE SINGAPORE EXCHANGE DERIVATIVES TRADING LIMITED("SGX-DT") FOR TSR20 RUBBER FUTURES CONTRACTS

新加坡交易所衍生品交易有限公司 (-SGX-DT ||) TSR20橡胶期货合同交易客户协议

In relation to the trading of deliverable Futures contracts on the SGX-DT, the Customer hereby acknowledges and agrees that;
就SGX-DT的交付产品期货合同交易, 客户在此确认和同意:

1. **Disclaimer of Exchange Liability for Physical Delivery and Warehousing 交易所针对实际交付和仓储责任的免责声明**

a) **Title Documents and Transfer of Title 所有权文件和所有权转让**

The Exchange accepts no liability and does not guarantee the satisfactory discharge of any physical delivery obligations under any deliverable Futures Contract. The Exchange further disclaims any liability arising from or in connection with:

对于任何交付产品期货合同中的任何实际交付义务的满意履行, 交易所不承担任何责任, 并不做任何担保。交易所进一步声明, 不会承担如下事项所产生或相关的任何责任:

GENERAL AGREEMENTS & PRODUCT DISCLOSURE STATEMENTS 客户交易协议, 一般协议和产品披露声明

- (i) the delivery or non-delivery of Title Documents by any Clearing Member; and 任何结算成员是否送交所有权文件, 以及
 - (ii) any irregularities in the transfer of title in the underlying Commodity from the Seller to the Buyer. 卖方对买方移交所涉及商品所有权过程中的任何异常。
- b) **Exchange Does Not Check Commodity, Documents or Approved Ports or Factories** 交易所不负责检查商品、文件或批准港口或工厂

The Exchange is under no obligation to: 交易所没有义务:

- (i) check any Commodity or document received from or delivered through a Clearing Member in relation to an obligation to make or take delivery under an open deliverable Futures Contract; or
检查与根据未平仓交付产品期货合同履行交付或接收义务相关的、来自结算成员或通过结算成员接收的任何商品或文件, 或者
- (ii) check the availability or suitability of any Approved Ports, factories, surveyors, samplers or analysts as identified in the relevant Contract Specifications.
检查在相关合同中确认的任何指定港口、工厂、检查员、取样员或分析员的可用性或适当性。

The Exchange disclaims any liability and does not in any way guarantee quality or suitability of fitness of any Commodity, document, Approved Port, factory, surveyor, sampler or analyst.
对于任何商品、文件、指定港口、工厂、检查员、取样员或分析员的质量或适当性, 交易所不承担任何责任, 且不以任何形式做出担保。

c) **Forged Documents** 伪造文件

The Exchange accepts no liability with respect to any claim arising from: 交易所不对因以下情况而提出的任何索赔要求承担任何责任:

- (i) forged or irregular documents relating to a deliverable Futures Contract cleared through a Clearing Member; or
与通过结算成员结算的交付产品期货合同相关的伪造或违规文件, 或者
- (ii) any non-fulfilment of an open deliverable Futures Contract arising from such forgery. 因此类伪造文件而导致未平仓交付产品期货合同无法履行。

2. **Physical Delivery of SGX-DT TSR20 Rubber Futures ("JR") Contract** SGX-DT TSR20 橡胶期货 (-JR II) 合同的实际交付

a) **Exchange-designed delivery mechanism** 交易所设定的交付方法

JR Contracts that are not offset by the last trading date ("LTD") must be settled by physical delivery under the Exchange-designed delivery mechanism in accordance with the terms and conditions of the TSR20 Rubber Futures Contract Specification ("TSR20 CS").
未能在最后交易日 ("LTD") 前抵销的JR合同必须按照TSR20橡胶期货合同规定 ("TSR20 CS") 的条款和条件根据交易所设定的交付方法通过实际交付结算。

b) **Alternative Delivery and Related Procedures** 替代性交付和相关程序

(i) **Alternative Delivery Procedure** 其他交付程序

Notwithstanding the TSR20 CS, a Buyer and Seller who have been Matched may agree to make and take delivery of any Delivery Unit pursuant to an Alternative Delivery Procedure ("ADP") in accordance with the ADP Notice in Clause 7.1.2 of TSR20 CS.
无论TSR20 CS有何规定, 已获得匹配的买方和卖方可同意根据TSR20 CS 第7.1.2条中的ADP通知按照替代性交付程序 ("ADP") 交付和接收任何交付单元。

(ii) **Release and Indemnity to Exchange and Clearing House** 对交易所和结算所的免责和赔偿

Upon the delivery of an ADP Notice to the Clearing House the Seller and Buyer or such persons designated to make or take delivery as may be prescribed in the ADP Notice shall be solely responsible for completing delivery.
在将替代性交付程序通知提交给结算所后, 买方和卖方或在替代性交付程序通知中所指定进行交付或接收的其他人员应对完成交付承担全部责任。

The Buyer Member, the Selling Member and the Clearing House shall be released from their respective delivery obligations under the TSR20 CS and Rules upon the election of an ADP.
买方成员、卖方成员以及结算所在选择替代性交付程序后应各自免除TSR20 CS和《规则》所规定的交付义务。

In executing such ADP, the Seller and Buyer or such persons designated to make and take delivery as may be prescribed in the ADP Notice shall jointly and severally indemnify the Exchange and the Clearing House against any liability, costs or expense it may incur for any reason as result of the execution, delivery or performance of any agreement reached between the Buyer and Seller or such persons designated to make and take delivery as may be prescribed in the ADP Notice pursuant to this Clause, or any breach thereof or default under such agreement.

在执行替代性交付程序时, 卖方和买方或在替代性交付程序通知中所指定进行交付或接收的人员就由于买方和卖方或根据本条款在替代性交付程序通知中所指定进行交付或接收的人员之间所达成的任何协议的签署、交付或履行而产生的任何责任、费用或开支, 向交易所和结算处承担共同和独立赔偿责任。

3. **Submission to Arbitration** 提交仲裁

Where there is a dispute arising from or in connection with a deliverable commodity Futures Contract traded on the SGX-DT Market:

如果因在SGX-DT市场上交易的交付产品期货合同而产生或出现与之相关的任何争议:

- (a) Customer and their respective assigns shall submit to arbitration before the Singapore International Arbitration Centre ("SIAC") at the election of OFTPL;
客户及其指定代表应根据OFTPL的选择将争议提交给新加坡国际仲裁中心 ("SIAC") 进行仲裁。
- (b) the award of the arbitrator or panel of arbitrators shall be final and binding on the Customers and their respective assigns; and
仲裁员或仲裁庭的裁决应是决定性的, 并对客户及其指定代表具有约束力, 而且
- (c) the Customers and their respective assigns shall comply with the applicable post-arbitral procedures set forth in Rule 6.3 of the Futures Trading Rules of SGX-DT
客户及其指定代表应遵守SGX-DT 期货交易规则第6.3条中所规定的适用的仲裁后程序。

For the avoidance of doubt, the applicable post-arbitral procedures set forth in Rule 6.3 of the Futures Trading Rules of SGX-DT do not apply if the Selling Member and the Buying Member have agreed to effect delivery via an ADP.

为避免任何疑问, 如果卖方成员和买方成员同意通过替代性交付程序进行交付, 则SGX-DT 期货交易规则第6.3条中所规定的仲裁后程序不再适用。

4. **Administrative Fees** 管理费用

OFTPL may at anytime impose administrative fees in relation to facilitating physical delivery of JR Contracts for customers.
OFTPL可随时就协助JR合同的实际交付向客户征收管理费用。

注: 中文开户书只供参考, 客户签字还需在英文版的开户书签字, 因为新加坡的官方语言为英文。