



KOG Forex Limited

國之匯有限公司

Terms and Conditions of Business

商業條款及細則

1. Introduction 導言

1.1 These Terms and Conditions of Business (including the Schedules) (“Terms”) set out the basis on which KOG Forex Limited (“KOG”, “we”, “us”, “our”) will provide dealing services in relation to Leveraged Foreign Exchange Trading (“FX”) to the Client (“you”, “yourself”).

本條款及細則（包括附表）（“合約條款”）為國之匯有限公司（“KOG”，“本公司”，“我方”）向客戶（“您”）提供槓桿式外匯交易（“外匯”）服務所訂立的依據。

1.2 KOG is authorized and regulated in the Hong Kong Special Administrative Region by the Securities and Futures Commission (“SFC”) to conduct Leveraged Foreign Exchange Trading and is subject to the Securities and Futures Rules from time to time in force. KOG’s CE Number is BAB663.

KOG 獲香港證券及期貨事務監察委員會（“證監會”）認可並受其監管經營槓桿式外匯交易業務，受證券及期貨規則約束。KOG 的中央編號：BAB663。

1.3 Transactions in FX carry significant risks. Such transactions may entail contingent liability and give rise to the obligation to pay Margin. You should read the entire Terms very carefully.

外匯交易具有重大風險，並且可導致或有負債以及產生支付保證金的義務。因此，您應仔細閱讀本合約條款。

1.4 These Terms shall come into force on the date that we acknowledge receipt of the signed Application Form from you.

本合約條款自我方確認收到您簽署的帳戶申請表之日起生效。

1.5 By completing and signing the Application Form you acknowledge that you understand and agree to be bound by these Terms. You should not sign the Application Form if you are unsure of the whole or any part of these Terms.

帳戶申請表一經填妥和簽署，即您確認已理解並同意受本合約條款約束；如對全部或部分合約條款仍有疑慮，您不應簽署申請表。

1.6 You must ensure that you are familiar with all aspects of these Terms, in particular, but not limited to, the provisions concerning trading activities, margin, spreads, trading hours and risks that may affect your liability to us or our liability to you.

您須確保已熟悉本合約條款的各項規定，尤其是可能影響您對我方承擔責任或我方對您承擔責任的相關規定，包括但不限於交易活動、保證金、價差、交易時間和風險。

1.7 You must satisfy yourself that you understand all risks involved in leveraged trading and that you willingly accept these risks. If you are in doubt, you should seek professional advice. We act as principal and our service is ‘execution-only’. This means that we are acting only on your instructions.

您應理解槓桿式交易所涉及的所有風險，並願意接受上述風險。如有疑慮，您應尋求專業意見。作為主事方，我方僅提供“執行”服務。即我方只按照您的指示執行交易。

1.8 You confirm that you have regular access to the internet and consent to us providing you with information including, without limitation, information about amendments to our Risk Disclosure Statement and information about the nature and risks of investments by posting such information on our website at www.kogforex.com or such other website as may from time to time be notified to you.

您確認可經常使用互聯網，並同意我方可不時把信息上傳至本公司網站 www.kogforex.com 或其他我方不時通知您的網站向您提供信息，該等信息包括但不限於我方修改《風險披露聲明》、投資性質和風險信息等信息。

1.9 You must inform us for any material changes to your personal information, including but not limited to name, address and telephone number. These Terms apply only to FX trading and only where you are acting as our Client.

您必須通知我們您的個人信息的任何重大更改，包括但不限於姓名，地址和電話號碼。合約條款只適用於您作為客戶時進行的外匯交易。

2. Definitions 定義

2.1 In these Terms the following terms shall have the following meanings:

本合約條款的術語定義如下：

Additional Margin 附加保證金	such further deposit in addition to the Initial Margin as we shall demand from time to time from you as deposit for the performance by you of a FX contract; 指除初始保證金外，我方不時要求您提供用作履行外匯合約保證金的額外保證金；
Account Executive 仲介代理人	an Approved Introducing Agent or adviser which is remunerated by KOG and/or clients for referral of clients to KOG and/or execution of such clients' transactions by KOG; 由 KOG 以及/或客戶給予酬勞向 KOG 介紹客戶以及/或由 KOG 為該等客戶執行交易的核准介紹代理人或顧問；
Applicable Regulations 適用法規	the Securities and Futures Ordinance, the SFC Rules or any other rules of a relevant regulatory authority and any other applicable laws, rules and regulations as in force from time to time; 證券及期貨條例、證監會規例或相關監管規則和其他不時有效的適用法律、規定和法規；
Application Form 申請表	the application form provided by KOG as part of your application to open an account with us; KOG 提供的申請表，作為您在我方申請開立交易帳戶的一部份；
Attorney 代理人	has the meaning given to that term in clause 8.1; 第 8.1 條款所載定義；
Authorized User 授權用戶	any person acting as Attorney notified by you to KOG in writing as authorized to act on your behalf in relation to the Services; 由您書面通知 KOG，獲授權代表您處理相關服務的任何人士；
Base Currency 基礎貨幣	US Dollar, Euro, Japanese Yen, Hong Kong Dollar or such other currency as we may agree with you in our absolute discretion; 美元、歐元、日圓、港元或其他任何我方依據絕對酌情權同意您使用的貨幣；
Business Day 營業日	a day which is not a banking holiday in the country of the corresponding FX Trading and which KOG is open for FX transactions; KOG 接受客戶進行外匯交易的日子，亦是在香港及相關外匯交易的國家商業銀行開門營業的日子；
Charges 費用	any fees, commissions or other charges payable by you to us or a third party under these Terms, including such brokerage fees, commissions or other fees as we may from time to time charge to your account and all other liabilities, charges, costs, expenses and fees payable in connection with Transactions effected on your instructions under these Terms; 根據本合約條款，由您或第三方向我方支付的任何酬金、佣金或其他費用，包括我方可不時向您的帳戶收取的經紀人佣金、酬金或其他費用，以及所有其他根據本合約條款，與您發出指示的交易相關的債務、收費、成本、開支和費用；
Closing Date 平倉日	the date identified as such in the confirmation or the date on which a Closing Notice is given or on which you accept the Closing Price or the date on which a Closing Date is deemed to have occurred in accordance with these Terms; 經雙方確認的日期、或發出平倉通知或接受此等外匯收盤價格的日期、或根據合約條款規定的平倉日；
Closing Price 收盤價格	the reference price as determined by us at the time of the Closing Date; 我方在發出平倉通知時決定的參考價格；
Contract Quantity 合約數量	the number of underlying products to which the FX relates; 有關外匯合約相關產品數量；

Contract Specifications 合約細則	provided with the Application Form ; 隨開戶申請表一併提供；
Electronic Means 電子方式	includes the Trading Platform, our externally accessible computers, network or communication systems, software owned by or licensed to us and any other internet, computer, network or communication systems, software or information service provided by us to you whether established by us directly or through Third Party Providers; 包括交易平台在內由我方內部使用的計算機、網絡或通信系統，歸我方所有或授權於我方的軟件和其他互聯網、計算機、網絡或通信系統，或我方向您提供，由我方直接或通過第三方供應商建立的軟件或信息服務；
Electronic Services 電子服務	the facility to enter into Transactions and to access Financial Market Information via Electronic Means; 通過電子方式進行交易及獲取金融市場信息的設備；
FATCA	Foreign Account Tax Compliance Act 《海外帳戶稅務合規法案》
Fee Schedule 費用清單	the fee schedule provided with the Application Form and updated from time to time setting out the Charges; 費用清單與申請表一併提供，收費將會不時更新；
FFI	Foreign Financial Institution 海外金融機構
Financial Market Information 金融市場信息	financial market data, quotes, news, research, price and/or other information published by financial market information services, publishers, markets and other third parties; 金融市場數據、報價、新聞、研究、價格以及/或金融市場信息服務、發行人、交易所、市場及其他第三方公布的其他信息；
FX 外匯	currencies, currency options contracts and contracts for the future delivery, or otherwise relating to, foreign currencies accepted by KOG to be traded from time to time; 指 KOG 不時接納進行買賣的貨幣、貨幣期權或遠期合約及遠期交收合約或其他有關外幣的合約；
Hong Kong 香港	the Hong Kong Special Administrative Region of the People's Republic of China; 指中華人民共和國香港特別行政區；
Initial Margin 初始保證金	the deposit initially demanded by KOG from you prior to the entering of a FX contract as deposit for the performance by you of the same 指 KOG 要求您於訂立外匯合約前提供，用作您履行外匯合約的保證金；
Intellectual Property 知識產權	patents, trademarks, service marks, registered designs, design rights, copyrights (including copyright in computer software), inventions, trade secrets and other confidential information, know-how, rights in databases, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights; 專利、商標、服務標記、註冊設計、設計權、版權（包括計算機軟件版權）發明、商業機密和其他機密信息、專有知識、數據庫權利、公司或商用名稱（包括互聯網域名和電子郵件地址）以及其他在世界各地具有類似或相應性質的所有其他知識和工業產權，無論已經註冊與否或能否註冊，且包括申請的權利和上述任何權利的應用；
Margin 保證金	a deposit in cash to secure performance of obligations which you may have to perform when the Transaction falls to be completed or upon the earlier closing out of your position;

作為您保證履行於交易完成或提前平倉時應履行的責任的現金存入；

Margin Percentage 保證金百分比	the specified percentage of margin as set out in the Contract Specifications and as amended by us and notified to you from time to time; 合約細則中列出的保證金百分比，由我方不時修訂及通知您；
Opening Price 開盤價格	the price per FX pair as initially quoted to you and accepted by you; 初由我方報價並且獲您接受的外匯貨幣組合交易價格；
Reference Price 參考價格	the current price per currency pair; 外匯貨幣組合的現行價格；
Security Information 安全信息	one or more user's identification codes, passwords, authentication codes or such other information issued by us from time to time for the purposes of identifying you and/or an Authorized User; 一個或一個以上使用者的識別代碼、密碼、鑒別碼或由我方為識別您以及/或授權用戶而發布的其他信息；
SFC 證監會	Securities and Futures Commission; 香港證券及期貨事務監察委員會；
SFO 證券及期貨條例	the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) including its subsidiary legislations and amendments from time to time; 指香港法例第571章，包括其附屬法例及不時的修訂；
SFC Rules 證監會規則	the rules contained in the Handbook of Rules and Guidance produced by the SFC as from time to time in force, as varied by any waiver, dispensations or individual guidance granted by the SFC and applicable to KOG; 由香港證監會制定，不時生效的規則和指引中的各項規定，並適用於 KOG，證監會准予的任何豁免、特許或個別指導作出修改除外；
Third Party Providers 第三方供應商	any third party service providers wholly or partly through whom we may provide services to you by Electronic Means; 完全或部分通過任何第三方服務供應商提供，由我方向您通過電子方式提供的服務；
Trading Hours 交易時間	as defined in the Contract Specifications; 詳見合約細則；
Trading Platform 交易平台	the service and functionality made available by us via our internet site, software or mobile apps; 通過我方網站、軟件或及手機應用程序提供的交易服務和相關功能；
Transaction 交易	any transaction identified in the trade confirmation from KOG as in all FX trades which are executed on your instructions; KOG 按照您的指示執行，由 KOG 發出的所有外匯交易確認指示；
Underlying Market 基礎市場	the various third parties from whom we receive prices and other analogous information, on which the Opening Price is based; 我方從各第三方收到價格和其他類似信息，開盤價格以此為基礎；
US Person 美國人士	means a US citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more US persons have the authority to control all substantial decisions of the Trust, or an estate of a decedent that is a citizen or resident of the United States. 指美國公民或個人居民、合夥公司或在美國或根據美國或其任何洲際法律成立的公司、信托公司如 (i) 美國法院根據適用法律可就有關信托的全部重大管理事宜發出命令或作出判決及 (ii) 一名或多於一名美國人士對有關信托有全面控制及重大決定權，或任何房產的繼承人為美國公民或居民；

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用，如與英文有任何歧異，概以英文為準。

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Your Money
您的資金

money of yours which we hold in accordance with the Client's Money Rules.
根據客戶資金規定我方持有的您的資金。

2.2 These Terms may change from time to time due to changes in regulatory rules or statutes.
合約條款會不時隨監管法規或法令的修訂而修改。

2.3 In these Terms, unless the context otherwise requires:
在本合約條款中，除非依其上下文另有他義：

- a) capitalized terms used and not defined in these Terms shall have the meaning set out in the SFC Rules;
本合約條款中使用但未作定義的大寫術語，均以證監會的定義解釋為準；
- b) words denoting the singular shall include the plural and vice versa and words denoting a given gender shall include all other genders;
名詞單數形式應包括複數形式，反之亦然。某一性別形的字詞應包括所有其他性別；
- c) references to persons include references to any persons, corporations and to any association or partnership; and
人稱應包括任何個人、企業、任何社團或合夥企業；以及
- d) references to any time of day are to Hong Kong time, unless otherwise stated.
除非另有說明，涉及的任何時間均以香港時間為準。

2.4 References to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment (whether before or after the date of these Terms), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment, except where expressly stated to the contrary.
涉及的法定條文或規定應包括該法定條文、規定的任何修正、修改、擴展、合併、代替或重新制定（無論是在本合約條款之前或之後），除非另行明確說明，還應包括任何之前被代替或修正的法規，根據該法定條文、規定制定的任何法規、文書或法令或其他附屬法規。

2.5 The provisions contained in the attached Schedules (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of markets or Transactions. If there is any conflict between the clauses of any Schedule and these Terms, the provisions in the Schedule shall prevail. The fact that a provision is specifically included in a Schedule in respect of a market or Transaction shall not preclude a similar clause being expressed or implied in relation to any other market or Transaction.
附表（不時修正）中所包含的規定適用。我方可不時向您提供更多關於市場或交易的附表。如果任何附表的條款與本合約條款相抵觸，應以附表的條款為準。附表中明確包含有關某一市場或交易的條款，並不妨礙有關任何其他市場或交易相類似的明確或暗示性條款。

3. Client categorization 客戶分類

3.1 We are required to categorize all of our clients and, on the basis of the information you have provided to us, we have categorized you as a Retail Client. You have the right to request a different client categorization, although we are not bound to agree to such a request. However, if we do agree and you are re-categorized, you may lose the protection afforded by certain SFC Rules.
我方需要對所有客戶進行分類，並根據您提供的信息將您歸入零售客戶類。您有權要求重新進行一次客戶分類，雖然我方不一定答應此要求。但是，如果我方同意並對您再進行分類，您可能失去證監會規則中的某些保障。

4. KOG's Discretion KOG 的酌情權

4.1 We shall be entitled to accept and / or act on and to reply on as we think fit in accordance with any offer or instruction given or purportedly given by or on behalf of you which we believe in good faith to have been given by you or your authorized user(s) or authorized third party(ies). Notwithstanding the foregoing, we shall have discretion to reject such offer or instruction. We shall be under no obligation either to accept any offer or act upon any instruction if there are insufficient funds in the Account, or if we believe that the acceptance or acting might result in either us, any member of the Company or you contravening any Applicable Regulations or for any other reason. If we in our absolute discretion decline to accept any offer or act upon any instruction, we shall in our own discretion notify Client accordingly, but we shall not in any circumstances whatsoever be liable in any way for any loss, damages, liability, cost, expense or whatsoever suffered or incurred by you arising in or in connection with the exercise of the above discretion by us.
我方有權按我方認為可接受及／或執行及依據由您或據稱代表您的人士發出的任何要約或指令，而我方真誠地相信該要約或指示乃由您或其中一位或多位獲授權人或獲授權第三者所發出。儘管前文所述，我方仍有酌情權可拒絕該要約或指令。倘您的帳戶內無足夠款項，或者我方認為接受要約或執行指令可能導致我方、或任何公司成員或是您

抵觸任何法例或監管規則或由於其他原因，則我方並無責任接受任何要約或按任何指令行事。倘若我方按絕對酌情權決定拒絕接受任何要約或按任何指令行事，我方可酌情通知您，惟在任何情況下，我方均不會以任何形式負上由於或與我方行使以上酌情權有關而令您招致或蒙受的任何損失、損害、賠償責任、費用、支出，或其他責任。

- 4.2 You acknowledge that neither we nor any member of the Company shall have any obligation to provide you with advice (financial or not) with respect to any position of you.
您確認我方或任何公司成員並無責任向您提供有關您的任何部位的意見（不論是否與財務相關）。
- 4.3 You agree that an initial and subsequent deposits for margin purposes shall be in such currency(ies) in such amounts as we may, at the sole discretion, require from time to time.
您同意我方擁全權酌情決定權，可以不時要求您存入以我方要求的貨幣（一種或多種）及金額，作為首次保證金及其後的存款用途。
- 4.4 You agree that when a FX Contract is closed out, we shall either debit or credit (as the case may be) the Account in the currency in which such Account is denominated at an exchange rate (where the relevant FX Contract is denominated in a currency other than that of the Account) determined by us at the sole discretion of us on the basis of the prevailing money market rates of exchange between such currencies.
您同意當一份外匯合約平倉時，若有關外匯合約的交易貨幣有別於交易帳戶的結算貨幣，我方將根據貨幣市場當時適用於該等貨幣之間兌換的匯率，全權酌情釐定匯率，以該帳戶的結算貨幣，在帳戶內扣除款項或將款項存入交易帳戶（視乎情況而定）。
- 4.5 You admit that in the event that we exercise any of our rights under these Terms, including without limitation the combination or consolidation of the account or the transfer of your money and such combination, consolidation or transfer exercise of any other rights requiring the conversion of one currency into another, the conversion shall be calculated at the spot rate of exchange prevailing in such FX market as determined by us to be relevant on the date of such combination, consolidation, transfer or exercise of that rights.
您接納在我方行使本協議權利的情况下，包括但不限於合併或綜合帳戶或轉移客戶款項或行使任何其他權利，而當該等合併、綜合、轉移或行使牽涉兌換貨幣時，該兌換應以合併、綜合或轉移或行使權利當日由我方決定相關的外匯市場當時的現貨兌換率計算（該兌換率由我方作最終決定）。
- 4.6 You agree that you shall be liable for all losses and for any debit balance(s) and deficiencies in the Account (whether or not the Account is closed) including all debit balance(s) and deficiencies from a closure of the Account.
您同意無論帳戶是否經已終止使用，您都必須承擔帳戶內的所有損失、任何未償還結欠款項以及結欠數額，包括由於終止帳戶而造成的所有未償還結欠款項及結欠數額。

5. Our services 我方服務

- 5.1 Subject to the SFC Rules and any restrictions contained in these Terms, we will deal with you in FX.
根據證監會條例和本合約條款，我方將與您進行外匯合約交易。
- 5.2 In respect of every Transaction made between you and us, we shall deal as principal with you on the basis that you are our client and that you will be liable to us as principal.
關於我方和您之間的每一筆交易，以我方應作為主事方而您則作為客戶方的基礎進行，您作為我方客戶，將對作為主事方的我方負有法律責任。
- 5.3 If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.
假如我們向閣下招攬銷售或建議任何金融產品，該金融產品必須是我們經考慮閣下的財政狀況、投資經驗及投資目標後而認為合理地適合閣下的。本協議的其他條文或任何其他我們可能要求閣下簽署的文件及我們可能要求閣下作出的聲明概不會減損本條款的效力。
- 5.4 Our services shall be limited to entering into Transactions for you on an execution-only basis. In no circumstances will we act for you other than on a specific instruction or in accordance with these Terms. We are not obliged to advise you on the merits of any Transaction entered into under these Terms nor the taxation consequences or the composition of any account. You shall enter into each Transaction in sole reliance upon your own judgement. You represent that you have sufficient knowledge to evaluate and understand the terms, merits and risks of such Transactions and that you are willing to assume those risks.
我方的服務應限於在“只執行”的基礎上代表您進行交易。除依照您的具體指示或本合約條款之外，我方決不為您代理其他事宜。我方沒有責任對根據本合約條款下進行的交易、課稅結果或任何帳戶的組合提出建議。您應完全依靠

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用，如與英文有任何歧異，概以英文為準。

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自身的判斷參與交易，這代表您具備足夠的知識來評價和理解本合約條款和該等交易的價值和風險，並願意承擔上述風險。

5.5 When executing your orders we are obliged to take all reasonable steps to obtain the best possible result for you taking into account various factors. The way in which we seek to achieve this is set out in our Order Execution Policy at Schedule 2.
當執行您的訂單時，我方有義務採取所有合理步驟，在考慮各種因素的情況下為您爭取可能的最佳結果。我方在附表 2《訂單執行政策》中闡述了我方為達到該目的而採取的方法。

5.6 Subject to these Terms, we will quote prices and accept orders or instructions in respect of any Transaction during our Trading Hours.
根據本合約條款，我方將在交易時間內進行報價，並接受任何交易訂單或指示。

5.7 We shall have no obligation to contact you to advise upon appropriate action in light of changes in market conditions or otherwise. You acknowledge that the FX market are highly speculative and volatile and that, following execution of any Transaction, you are solely responsible for making and maintaining contact with us for the purpose of monitoring the position and ensuring that any further instructions are given on a timely basis.
我方沒有義務主動聯絡您，並建議您就市場狀況的變化或其他變動採取適當行動。您確認外匯市場具有極高的投機性和不穩定性，並且在執行任何交易後，您負有全部負責聯絡我方並與我方保持聯絡，以監控部位和確保及時作出進一步指示。

5.8 If you instruct us to enter into any Transaction which is effected in a currency other than the Base Currency:
如您指示我方以基礎貨幣以外的貨幣進行交易：

- a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for your account;
由於匯率浮動影響該種貨幣而造成的任何盈虧將全部由您承擔；
- b) all Margin payments shall be made in the currency in which the Transaction is to be effected in such amounts as we in our sole discretion may require; and
所有保證金必須以該交易的貨幣支付，支付金額可由我方依絕對酌情權自行決定；以及
- c) we are authorized to convert funds in your account(s) into and from the said relevant currency at the rate of exchange obtained by us, insofar as we shall at our absolute discretion consider that such conversion is necessary to protect our benefits.
根據我方的絕對酌情權，在我方認為出於保護我方利益而有必要進行兌換時，我方有權將您的帳戶中的資金，按我方獲得的上述相關貨幣匯率進行兌換。

5.9 Once an order or instruction has been given by you or on your behalf it cannot be rescinded, withdrawn or amended without our express consent. We may at our absolute discretion refuse any dealing instruction given by you without being liable for any resulting loss.
訂單或指示一旦由您下達或以您的名義下達，未經我方明確同意不得廢除、撤銷或修改。我方可按絕對酌情權在不對任何相應損失負責的前提下，拒絕執行您的任何交易指示。

5.10 We may accept or reject your offer to buy or sell at any time until the order is executed by us, as the case may be. A Transaction shall be deemed executed when your order is confirmed by us.
在我方執行您的訂單前，我方可在任何時候接受或拒絕您的要約（依具體情況而定）。當我方確認您的訂單，交易應被視為已執行。

5.11 Our records shall, in the absence of manifest error, be conclusive and binding on you as to the amount standing to the debit or credit of the Account.
我們就戶口的扣減或存入的記錄，在沒有明顯錯誤的情況下為最後決定並對您具有約束力。

6. Financial Market Information 金融市場信息

6.1 You will provide us with all such information, data and documents as we shall reasonably request in order to permit us to provide the Electronic Services in an efficient manner. You agree to comply with all such Applicable Regulations and any other legal or regulatory requirements pertinent to you and your trading activity using Electronic Means.
當我方提出合理要求，您將向我方提供所有信息、數據和文件，以允許我方通過有效方式提供電子服務。您同意遵守所有該等適用法規以及與任何其他您和您使用電子方式進行交易活動的相關法律和規範要求。

6.2 We may either directly or indirectly permit you to access Financial Market Information published by Third Party Providers via Electronic Means. We may provide links on our Trading Platform to other internet sites sponsored and maintained by third parties. Such sites are publicly available and we provide such access to you solely for your convenience. We make no

representations or warranties concerning the content of such sites and the provision of access to such sites does not constitute our endorsement, authorization or sponsorship of such sites. We make no representations or warranties concerning the accuracy or completeness of any Financial Market Information whether provided by us or any Third Party Provider. You expressly confirm and acknowledge that you are aware and fully understand that:

我方可直接或間接地允許您通過電子方式，使用由第三方供應商發布的金融市場信息。我方可在我方的交易平台上提供與第三方主辦和備存網站的鏈結。該等網站均是對外公開，我方提供鏈結只是為了方便您使用，我方對該等網站的相關內容不作任何申述或保證，且提供該網站的使用途徑並不構成我方認可、許可或贊助該等網站。我方對由我方或任何第三方供應商提供的任何金融市場信息的準確性和完整性不做任何申述或保證。您明確確認，明白並完全理解：

- a) there may be inaccuracies, omissions, delays and incorrect sequencing in Financial Market Information;
金融市場信息可能會有出錯、遺漏、延誤和順序不當的情況；
- b) Financial Market Information will be historical unless clearly shown to be current; and
除非明確註明為當期即時信息，否則金融市場信息均為歷史性信息；
- c) we make no warranty in respect of Financial Market Information and in particular and without limitation, we expressly exclude all warranties and conditions, whether express or implied, as to the quality, fitness for any particular purpose and non-infringement of intellectual property rights of third parties save that these limitations and exclusions do not limit or exclude any liability which cannot be excluded or limited by law.

我方不就金融市場信息作出任何保證，特別但不僅限於，我方對其質量、任何特定用途的適用性以及對第三方知識產權不侵權行為方面，不論是明示或默示的保證和條款，並不作出保證，除非該限制和免除沒有限制，或免除任何法律無法免除或限制的任何責任。

6.3 The supply of Financial Market Information may be subject to variation or withdrawal either by us or the Information Provider without notice. The Financial Market Information and the rights of Information Providers in such information is or may be protected by law and you undertake not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any Financial Market Information without obtaining our prior written consent.

我方或信息提供者可更改或撤回金融市場信息的發布，並可不必事先予以通知。金融市場信息和信息提供者對發布的金融市場信息的權利無論是或可能受法律保護，您承諾在未得到我方事先書面同意的情况下，不對任何金融市場信息進行複製、轉發、散佈、出售、分發、出版、廣播、傳播或用作商業用途。

6.4 No Financial Market Information communicated to you by us constitutes an offer or a solicitation to sell or buy any investment (or to enter into any Transaction which you may request us to enter into on your behalf). The Financial Market Information provided to you by us is not to be construed as a personal recommendation or advice to you by us and, if you need advice, you should seek independent financial advice accordingly.

我方向您提供的任何金融市場信息，並不構成我方對您賣出或買進任何投資（或執行您可能要求我方代表您執行的交易）的要約或招攬行為。我方向您提供的金融市場信息，不應被視為我方向您提出的個人推薦或建議，如您需要獲取投資建議，應尋求獨立的財務意見。

6.5 We reserve the right to set limits and/or parameters or other controls which we in our absolute discretion consider appropriate to control your ability to use the Electronic Services by using a pre-programmed filter or by any other means. Any amendment made on these limits, including increasing, decreasing, removal, or introducing by us will be notified forthwith to you, yet, without a prior notice. These limits, parameters or controls may include (without limitation):

我方保留權利，設定依我方絕對酌情權認為合適的限制以及/或參數或其他管控，以控制您以默認的過濾程序或任何其他方法使用電子服務的能力。我方可不必事先通知您或獲得您進一步許可，而修訂、增加、減少、移除或增加該等限制以及/或參數。上述限制、參數或控制應包括（但不限於）：

- a) controls over the maximum order amounts and maximum order sizes;
控制大的訂單金額與訂單規模上限；
- b) controls over our total exposure to you;
控制我方對您的總風險；
- c) controls over orders which are submitted at a price which differs materially from the prevailing market price;
控制對價格與行情市價差別極大的訂單；
- d) verification procedures to ensure that any particular order has come from you or an Authorized User; and
確保任何特定訂單均由您或授權用戶下達指令的身份核實程序；以及
- e) measures which we may be required to implement in accordance with Applicable Regulations and any other laws, rules or regulatory requirements in force from time to time or which we may in our absolute discretion determine should be imposed for our protection.

我方可依據不時修訂的適用法規與任何其他法律、規則或法規要求，或依絕對酌情權決定以保障我方，而實施適當措施。

7. Pricing

定價

- 7.1 We shall quote prices at which we are prepared to deal with you. Save where we exercise any of our rights to close out a Transaction or a Transaction terminates automatically in accordance with these Terms it is your responsibility to decide whether or not you wish to deal at those prices.
我方應提供準備與您交易的價格，除非我方行使終止交易的權利，或交易依據本合約條款自動平倉。您有責任自行決定是否以該等價格進行交易。
- 7.2 Our bid and offer quotes are subject to the Trading Procedures and involve a spread between buying and selling prices. The confirmation in relation to each Transaction shall reflect the prices which are based upon our current quotes at the relevant time at which a trade is struck.
我方依據交易程序提供買賣報價，且涉及買價和賣價的價差。有關每筆交易的確認，應依據我方當時所報的現行價格顯示交易達成的相關時間。
- 7.3 Our quotes shall be a bid or offer price (whichever is applicable) and such price shall apply only to a Transaction which is within the limits which we have agreed with you. If you place an order outside the agreed limit, we may provide an amended quote which you may, in your absolute discretion, accept or reject.
我方的報價應為賣價或買價（視乎適用情況），且該價格應僅適用於我方已和您約定限制內的交易。如您的下單超出約定限制，我方會提供一份修正報價單，您可依您的絕對酌情權決定接受或拒絕該修正報價。
- 7.4 We cannot guarantee the accuracy of any information regarding price movements and shall not be liable for any trading losses incurred by you. All price quotations given to you may be subject to change or errors and you acknowledge that reliance upon such information is at your own risk.
我方不保證任何有關價格變動信息的準確性，且不對您蒙受的任何交易損失負責。我方提供給您的所有報價均可能出現變動或誤差，您確認自行承擔信任依靠該等信息的風險。
- 7.5 The minimum and maximum trading quantity, the spread between buying and selling prices, the Margin requirements applicable to you, our trading hours, available markets and other matters relevant to the type of Transaction or market in which we are prepared to deal with you, shall be determined by us from time to time and we reserve the right at any time to modify any or all such provisions according to market conditions, including but not limited to market volatility, closure or illiquidity.
最小和最大的交易數量、買賣價格價差、適用於您的保證金規定、我方營業時間、適用市場以及其他有關我方準備和您進行的交易類型或市場均由我方不時決定；且我方保留權利可隨時根據市況修正或修改任何或所有該等合約條款，包括但不限於市場波動、停市或缺乏流動性。
- 7.6 You hereby expressly acknowledge that rates for FX may fluctuate in a very short period of time and agree that any rate quoted by us whether via Trading Platform, telephone or otherwise, shall not be binding on us. You also understand the risk of "Slippage" on stop order which normally occurs during periods of high market volatility, when unforeseen circumstances move the market unexpectedly.
您謹此明確確認外匯匯率可於非常短的時間內波動，並同意我方無論是通過交易平台、電話或其他方式提供的匯率，對我方並不構成約束力。您也了解當市場大幅波動，尤其市場有出乎預料移動或有不可預見的情況時，很可能會發生到限價盤"滑點"成交的風險。
- 7.7 Under normal circumstances, your order execution request via Trading Platform may be rejected if the market price fluctuates suddenly rather than executed with slippage. If this happens, you may resubmit the order execution request again.
在一般情況下，若市場價格在您通過交易平台上單時出現突然波動，您的下單要求可能會被拒絕而不會以"滑點"成交。若此情況出現，您可重新提交交易要求。

8. Attorneys 代理人

- 8.1 If you wish us to deal with another person acting on your behalf (an "Attorney") at any time in relation to Electronic Services or via the telephone or both, you must inform us in writing of the name of such Attorney. We will deal with the Attorney upon production to us of a limited power of attorney given by you, as found in the Application Form. Such limited power of attorney shall be required in order for you to appoint your Attorney as an Authorized User or otherwise to give instructions on your behalf. We are entitled in our complete discretion not to deal with such Attorney if we wish. Any direction given by such duly appointed Attorney is to be understood as emanating from you and you will be fully responsible for all consequences of our acting upon such direction.
如您於任何時候希望我方以電子服務、或通過電話、或兩者兼有，與代表您行事的其他人士（"代理人"）進行交易，您則必須書面通知我方該代理人的姓名，我方將於您向我方提交申請表的有限授權書後，與該代理人進行交易。您必須提交該有限授權書，以指定代理人作為授權用戶代表您下達指示。我方可按完全酌情權決定不與任何代理人進行交易。任何該指定代理人下達的指示均被視為您下達的指示，我方根據該等指示行事，所產生的一切後果由您負

責。

- 8.2 We shall only accept instructions from your Attorney if they relate to entering into Transactions on your behalf. Instructions relating to money transfers must come from you unless you are a corporate client which you give rights to your Authorized Users to give instructions on your behalf. You may still request for other special arrangement if needed. However, any special arrangement shall be subject to the final approval of senior management.
如代理人代表您進行交易，我方只會接受您的代理人所下指示。有關資金匯款的指示則必須直接由您下達，除非您是公司客戶并已授權您的授權用戶代表您下達指示。若有需要，您可要求作出其他特別的安排，可是任何特別安排必須經由我方管理層作後審批。
- 8.3 You, and not your Attorney, will be our client. When we assess the appropriateness of a Transaction in accordance with our obligations under the SFO and SFC Rules we shall, unless we agree otherwise in writing with you, consider your knowledge and experience in relation to Transactions and not the knowledge and experience of your Attorney.
您而非您的代理人為我方客戶。當我方依據證券及期貨條例和證監會相關規則，評估對交易的適合性時，除非我方與您書面同意，否則我方應考慮您而不是您的代理人有關交易的相關知識和經驗。
- 8.4 Your Attorney is not a party to these Terms and is not entitled to enforce or vary them.
您的代理人並非本合約條款一方，並無權執行或更改本合約條款。
- 8.5 It is your responsibility to agree with your Attorney the terms upon which your Attorney will perform any services for you, such as the terms on which they will provide investment advisory services.
您應負責與您的代理人，就其將為您執行任何服務所依據的合約條款達成協議，例如提供投資諮詢服務的相關條款。
- 8.6 If you wish to revoke a power of attorney or grant a power of attorney to a different person, you must notify us in writing and provide us with a limited power of attorney in the name of the new Attorney. Changes to a power of attorney are only complete upon you receiving written confirmation from us.
如您希望撤回代理人的代理權，或將代理權授予另一代理人，您須書面通知我方，並以新代理人的名義向我方提供一份有限授權書。自您收到我方書面確認起表示已完成更改代理權。
- 8.7 None of our employees or representatives shall accept appointment by you as agent to operate your Account.
我方的僱員或代表，一概不得接受您的委任作為操作帳戶的代理人。
- 8.8 If any information of the Attorney has been changed, you or the Authorized User should bear the obligation to inform us by written means. No other means will be accepted by us and we will update Client concerning the change by email at our earliest convenience once the change has been confirmed.
如需更改代理人的數據，您或授權用戶必須以書面形式通知我方，其他任何形式的通知將不獲接納。我方會在確認代理人更改的數據後儘快以電郵方式通知客戶。

9. Commissions, charges and other costs 佣金、收費和其他費用

- 9.1 You shall pay to us the Charges set out in the Fee Schedule or otherwise notified to you.
您應向我方支付費用清單中所列或其他由我方通知您的費用。
- 9.2 We may vary the Charges without notice when the change is to your advantage or the grounds for changes are due to external circumstances beyond our control.
當費用更改是對您有利，或該變更出於我方無法控制的外部環境條件，我方可自行更改費用而不需予以通知。
- 9.3 We may vary the Charges for any other reason, including as a result of market conditions, by giving notice to you. Such variations will take effect from the date specified in the notification.
基於包括市場狀況等任何其他原因，我方可更改收費並會向您發出通知。該等變更將自通知指定的日期起生效。
- 9.4 We shall, at our absolute discretion, be entitled to solicit, accept and retain any benefit in connection with any transaction effected with any person for you pursuant to these Terms, including any commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by Account Executives to their clients. We shall also, at our absolute discretion, be entitled to offer any benefit in connection with any transaction effected with any person for you pursuant to these Terms, including any benefit relating to commissions or similar payments in connection therewith.
我們可以行使絕對酌情權，要求、接受及保留任何為您按照本合約條款的任何人士完成任何與交易有關的利益，包括為此等交易而收取的任何佣金、回扣或類似的費用，以及仲介代理人向其客戶收取的標準佣金內回扣的款項。我們亦可以行使絕對酌情權，提供代您按照本協議條款的任何人士完成任何與交易有關的利益，當中包括跟佣金有關的任何利益或跟此等交易有關的類似費用。

- 9.5 We shall have the right to deduct applicable Charges from any accounts of Client without prior notice. The Charges will normally be deducted in full from your account on the opening and/or closing of a Transaction and we retain the right to deduct such Charges as provided for in the Fee Schedule or otherwise notified to you.
在不另行通知的情況下，我方將有權由您的帳戶扣除任何適用的費用。您應向我方支付的費用，通常在一筆交易開倉及／或平倉時從您的帳戶中扣除，及我方保留權利依據費用清單或其他由我方通知您的規定，從您的帳戶中扣除該等費用。
- 10. Account Executives**
仲介代理人
- 10.1 Where you have been referred to us by an Account Executive we shall not be responsible for any agreement made between you and your Account Executive.
如您是由仲介代理人介紹予我方，我方對您與您的仲介代理人之間達成的任何協議並不負責。
- 10.2 You are specifically made aware that your agreement with your Account Executive may result in additional costs as we may pay fees or commission to such person. You acknowledge that any such Account Executive will either be acting as an independent intermediary or as an agent for you and that no such Account Executive shall be authorized to make any representations concerning us or our services.
您必須明白，您和您的仲介代理人之間達成的協議，可能會產生我方向該仲介代理人支付費用或佣金的額外費。您確認該仲介代理人將作為獨立仲介人或作為您的代理人，該仲介代理人並且無權代表我方或我方的服務。
- 11. Margin arrangements**
保證金安排
- 11.1 When we accept dealing instructions from you we will require you to place a deposit ("Initial Margin") with us with respect to the positions to be opened on your account. We reserve the right to determine the amount of Initial Margin required and to vary such amount according to Applicable Regulations and market conditions without prior notice to you for the purpose of protecting ourselves against loss or risk of loss on Transactions executed by us upon your instructions.
當我方接受您的交易指示時，我方將要求您就您的帳戶進行的交易，向我方繳交一筆保證金（“初始保證金”）。為保障我方避免因按照您的指示執行交易而蒙受損失或損失風險，我方保留權利決定低保證金金額，並可依據適用法規與市場狀況調整金額而不必事先予以通知。
- 11.2 Unless otherwise agreed, Margin will be held in the Base Currency.
除非另有約定，否則保證金一律以基礎貨幣支付。
- 11.3 Should the market price change from the time of the Transaction, or from the previous day's closing price in respect of open positions held before that time, then we reserve the right to call upon you and you agree to pay such additional Margin payment to us before close of business on the day of demand.
就之前一個交易日持有的未平倉合約而言，如市價與交易價格或前日平倉價格相比有所變動，則我方保留聯絡您的權利，而您同意於所需的營業日結束前向我方支付額外保證金。
- 11.4 It is your responsibility to monitor your open positions and make Margin payments to us immediately upon Margin becoming due, whether or not a Margin call is made of you. We are not obliged to make Margin calls of you at all or within any specific time period.
您有責任追蹤監控您的未平倉合約，並且不論是否接到追加保證金通知，都應在保證金餘額開始不足之後立即向我方支付保證金。我方沒有義務向您發出追加保證金通知，或通知您必須在任何特定期間內繳納保證金。
- 11.5 You are also responsible for maintaining appropriate arrangements with us at all times for the communication of Margin calls.
您有責任就追加保證金通知與我方一直維持適當的通訊安排。
- 11.6 Until you have paid or discharged in full all monies and liabilities owed to us any monies from time to time outstanding to the credit of any of your accounts with us shall not be due and payable although we may in our absolute discretion make payments to you from such accounts. We shall be entitled at any time to retain or make deductions from credit balances which we owe to you and you consent to the money in your accounts being subject to a general lien in our favor in order to meet any liabilities which you may have incurred to us, for example:
直至您付清您應向我方支付的所有款項，並且還清其結欠我方的債務之前，我方概不支付您在我方開立的任何帳戶貸方餘額的任何款項，雖然我方可依據絕對酌情權從該等帳戶向您付款。我方有權於任何時候保留或扣除我方應向您支付的金額或貸方餘額。您同意將您帳戶資金一律抵押給我方，用以清償您結欠我方的債務，例如：
- a) sums to be paid in settlement of Transactions or Margin calls;
交易交割或追加保證金通知規定的總額；

- b) settlement of Charges or any liabilities or costs incurred when exercising our rights under any provision of these Terms; 支付我方依據本合約條款的任何規定行使權利而招致的費用或任何債務或費用；
- c) any interest payable to us. 應向我方支付的任何利息。

11.7 You undertake neither to create nor to have outstanding any security interest whatsoever, nor to agree to assign or transfer, any of the Margin transferred to us.

您承諾不會產生或帶來任何抵押權益，亦不同意將任何給我方的保證金分配或轉讓。

11.8 It is our policy not to pay interest to you in respect of unutilized balances on your account or Margin held by us in relation to you except to the extent that we shall have separately agreed to do so.

依據我方政策，對於您的帳戶上尚未使用的餘額或我方代您保管的保證金均不向您支付利息，我方與您另行約定除外。

12. Client money 客戶資金

12.1 Subject to compliance with Applicable Regulations, we shall be entitled to deposit or transfer any monies held in the Account or received for or on the account of you with or to or interchangeably between one or more segregated account(s) opened and maintained by KOG, each of which shall be designated as a trust account or client account, at one or more authorized financial institution(s) and/or any other person(s) approved by SFC for the purposes of Section 4 of the Securities and Futures (Client Money) Rules (Cap. 571 I of the laws of Hong Kong) and/or any other persons overseas. Unless otherwise agreed between Client and KOG and to the extent permitted by Applicable Regulations, any interest accrued on such monies shall belong to KOG absolutely.

根據現行適用法規，帳戶內持有的款項及為或代您收取的款項，我方有權將此等款項全部存入一個或多個在香港的獨立銀行帳戶，而每個該等帳戶須指定為信託帳戶或客戶帳戶，並開設於一間或多間的認可財務機構或證監會因應證券及期貨（客戶款項）規則第4條（香港法例第571I章）所核准的任何其他海外人士。除非客戶與KOG在適用法規准許的情況下達成協議，此等款項產生的任何利息必須絕對歸KOG所有。

12.2 The Account(s) shall be in US Dollars or such other currencies as KOG may agree from time to time and in the event that you instruct us to effect any sale or purchase of FX Contracts in a currency other than US Dollars, any profit or loss arising as a result of fluctuation in the exchange rate of the relevant currencies will be for the account of you solely. Any conversion from one currency into another required to be made for performing any action or step taken by KOG under these Terms may be effected by us in such manner and at such time as it may be in its absolute discretion.

帳戶必須以美元或本公司不時同意的其他貨幣為單位，倘若您指示我方以美元以外的其他貨幣進行外匯合約買賣，您必須承擔由有關貨幣兌換波動而導致的任何收益或損失。KOG可以依照其全權決定的形式和時間兌換貨幣，以實行其在本合約條款下採取的任何行動或措施。

12.3 All payments to be made by you to KOG in a currency other than US Dollars shall be in freely transferable and immediately available funds clear of any taxes, charges or payments of any nature when received by us.

倘若您以美元以外的其他貨幣向本公司付款，當KOG收到此等款項時，此等款項必須是可以自由轉移和即時應用的，並已經清繳任何稅項、收費或任何性質的開支。

12.4 Where you transfer money to us relating to Transactions we will treat this as client money, and we will hold Your Money in our bank account which is established to receive and keep separate client funds. Because the Client's Money Rules apply, Your Money will be separated from our assets in the event of our insolvency.

當您轉帳涉及交易的資金，我方將根據客戶資金規定的定義把該筆資金視作客戶資金，並存放在一個為收取及保存客戶資金而開立的獨立銀行帳戶。按照客戶資金規定，如果發生公司無力償債情況，您的資金將會與我方的資產分開處理。

12.5 In order to facilitate our crediting of the Account, any transfer of money to us must be accompanied by written evidence in support (for example a copy of the deposited cheque, the cheque deposit slip and/or the bank transfer slip) which should show the full name of the transferor, the transferor's bank name and account number, and the amount transferred. Any money transferred to us, the source of which is not properly identified to our reasonable satisfaction, shall not be credited to the client's Account. We reserve the right to request from you additional documentation for the purposes of crediting the appropriate Account as well as to properly identify the source of funds transferred. We can neither guarantee the receipt nor the return of cash deposits and third party deposit. Please note that you should not leverage any other party to deposit funds on your behalf, and we will not be liable for any risk that funds cannot be deposited to our client's Account successfully.

為了快捷地處理您的存款，任何轉帳至我方的資金必須附上書面存款證明（如支票副本、支票存款收據以及/或銀行轉帳收據），清楚顯示轉帳人全名、轉帳銀行名稱、帳戶號碼和轉帳金額。任何存入至我方帳戶但無法識別來源的資金將不被接納。為確保我方適當地處理存款和確定轉帳資金來源，我方保留權利向您索取額外相關文件。我們既不能保證收款和退還現金存款和第三方存款。請注意，您不應把資金交託給他人代存，我方不承擔任何資金未能成

功存入我方帳戶的風險。

12.6 We may hold Your Money on your behalf outside Hong Kong. The legal and regulatory regime applying to any such bank or person will be different from that of the Hong Kong and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, Your Money may be treated differently from the treatment which would apply if it was held with a bank in an account in the Hong Kong. We will not be liable for the insolvency, acts or omissions of any third party. 我方可在香港以外的國家或地區代您保管資金，適用於任何該等銀行或個人的法律和規範體制將與香港的法律和規範體制有所不同。如有任何與該銀行或個人有關的破產或任何其他類似訴訟，對您的資金的處理方法將有別於適用在香港境內銀行的帳戶資金處理方法。任何第三方破產、行為或疏忽，我方概不負責。

12.7 Unless specifically agreed to the contrary, we shall not pay interest nor account to you for profits earned on Your Money. 除非具體地同意相反的處理方式，我方不向您的資金或您的帳戶所得利潤支付利息。

12.8 You agree that we may cease to treat Your Money as client money if there has been no movement on your balance for six years. We shall write to you at your last known address informing you of our intention of no longer treating Your Money as client money and giving you 28 days to make a claim.

您同意，如 6 年內您的帳戶沒有收支變動，我方可不再將您的資金作為客戶資金處置。我方可按您最終通知我方的地址，向您書面告知我方將不再將您的資金作為客戶資金處置的意向，而您可在 28 天內提出申訴。

13. Instructions, Security Information and other operational issues

指示、安全信息與其他操作問題

13.1 We may provide you with Electronic Services, and you hereby requests the provision of such services as embodied in these Terms as modified, amended or expanded by any notice, letter, publication or such other document as may be issued from time to time by KOG.

我方根據本協議所載條款和條件為您提供電子服務，且您根據本協議所載的條款和條件要求向您提供上述服務，而上述條款和條件可由我方不時發出的通知、信函、出版物或其他文件予以修訂、修改或詳述。

13.2 We may from time to time notify you of the security procedures in relation to the Electronic Services. You agree to follow the security procedures which have been notified to you. For these purposes, we may from time to time issue you and/or Authorized Users with Security Information.

我方可隨時通知您有關電子服務的安全程序，您同意遵守已通知您的安全程序。為此，我方可隨時向您和/或授權用戶發布安全信息。

13.3 We may rely on all instructions, orders and other communications from you or your Authorized User quoting the Security Information and you will be bound by any Transaction entered into in reliance upon such instructions, orders and other communications and you will be liable for any resulting cost incurred for your account. We shall not be liable for any misappropriation or misuse of your or any Authorized User's Security Information.

我方可依據您或您的授權用戶提供的安全信息執行所有指示、訂單及其他通信。您將受任何根據該等指示、訂單與其他通信達成的交易約束，而您的帳戶招致的任何費用概由您負責。對於您或任何授權用戶對安全信息的盜用或濫用，我方概不負責。

13.4 You will ensure that any Security Information issued by us will only be used by you and/or Authorized Users and will not be disclosed to other third parties. You agree to put in place and maintain appropriate security arrangements for this purpose including, without limitation, the prohibition of sharing of Security Information or the leaving unattended of any terminal which is logged on to the Trading Platform.

您應確保我方所發布的任何安全信息僅供您以及/或已授權用戶使用，並不得將其披露予其他第三方。為此，您同意實施並維持適當的保安措施，包括但不限於，禁止分享安全信息或離開已登錄交易平台的終端設備。

13.5 You undertake to:

您承諾：

- a) keep Security Information confidential and to institute security measures which are designed to keep the Security Information confidential;
保護信息的保密性，並為此採取恰當的保安措施；
- b) notify us immediately by telephone and to confirm in writing immediately thereafter, if you suspect or become aware of the loss, theft or unauthorized use of Security Information; and
如您對安全信息遺失，失竊或未經授權使用有所懷疑或察覺，應立即電話通知我方，並隨後立即發出書面確認；
- c) procure that all Authorized Users comply with the above provisions of this clause 13.5.
責成所有授權用戶遵守本合約第 13.5 所列的上述條款。

13.6 If for any reason you suspect that your Security Information has been learnt or may be misused by any person then you must

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notify us immediately.

如您出於任何原因懷疑您的安全信息已為他人所知或可能遭人濫用，應立即通知我方。

13.7 You agree that neither you nor the Authorized Users or any other personnel will attempt to gain access to our computer systems or to any data contained within those systems for any purposes or by any means except as expressly authorized under these Terms.

您同意除本合約條款明確授權外，您或授權用戶或其他任何人士一律不得以任何目的或任何方法，企圖進入我方計算機系統或獲取任何該系統中的數據。

13.8 You undertake to notify our Customer Service Department promptly, by telephone at +852 3519-9888 or via email at cs@kogforex.com, of any:

若發生下列情況，您承諾會立即通過電話+852 3519-9888 或發送電郵至 cs@kogforex.com 通知客戶服務部：

- a) failure to receive a trade confirmation that an order initiated by you or an Authorized User through the trading platform has been received and or executed;
您或授權用戶通過交易平台下達的訂單已被接納以及/或執行，但仍未收到交易確認；
- b) failure to receive or inability to access confirmations or statements where such are made available by the trading platform;
仍未收到或無法獲取由交易平台提供的確認或結單；
- c) receipt of confirmation of an order which you or an Authorized User did not place; or
收到您或授權用戶未下達訂單的確認；或
- d) Authorized User to whom Security Information has been issued ceasing to have your authority to trade for your account.
已收到安全信息的授權用戶已被終止授權代表您進行交易。

13.9 You undertake to carry out virus checks on a regular basis and in addition you will be responsible for the installation and proper use of any virus detection/scanning programme that we may require from time to time.

您承諾定期進行病毒檢查；除此之外，您應負責安裝並正確使用我方所要求的任何防毒/掃毒程序。

13.10 It will be necessary for you to enter your existing Security Information in order to have it reset. If you have lost or forgotten your Security Information, you must provide us with such evidence of your identity as we may require in order for your Security Information to be reset.

您必需先輸入您現行的安全信息方可進行重新設定。如您遺失或忘記安全信息，則必須向我方提供您的身份證明，方可重新設定安全信息。

13.11 Instructions to execute transactions on our platform are irrevocable and are subject to our risk management procedures. We shall have no responsibility for any orders which were entered into by you or your Authorized Users in error and notwithstanding such error we shall be entitled to process them accordingly. We may at our absolute discretion refuse any dealing instructions given by you or an Authorized User through our platform without giving any reason or being liable for any resulting loss. In the event of rejection by us on this basis we will use all reasonable efforts to inform you of this as soon as is reasonably practicable. All such instructions will be recorded electronically.

以電子方式下達的交易執行指示不可撤銷，並須依據我方風險管理程序進行。對於您或您的授權用戶錯誤下達的訂單，我方概不負責；但即使存在錯誤，我方仍有權按該指示行事。我方依據絕對酌情權可拒絕您或已授權用戶以電子方式下達任何交易指示，而不必作出任何解釋或對由此產生的任何損失負責。如我方在此基礎上拒絕任何交易指示，我方將會盡力及儘快通知您。所有該等指示將會以電子方式記錄。

13.12 Notwithstanding anything herein contained, KOG shall be entitled, at its absolute discretion, to refuse to act on any of your instructions and/or to refuse to accept any order for sale or purchase of FX from you and shall not be obliged to give any reason for such refusal. You agree that we may take the opposite position to a Client's order either for its own account or for the account of others. No failure on the part of us to execute any instruction or order given by you for the sale or purchase of FX shall give rise to any claim by you against KOG.

不管本協議內容如何，我方可以行使其絕對酌情權，拒絕執行您的任何指示及/或拒絕接納您任何外匯交易的指令，而且不須作出解釋。您同意我方可為本身或其他人士的帳戶進行與您指令相反的持倉。我方未能執行您給予的外匯交易的任何指示或指令，概不構成您向我方作出任何索償的理由。

13.13 Subject to Applicable Regulations and market requirements, we may in our absolute discretion determine the priority in the execution of your orders, having due regard to the sequence in which such orders were received, and you shall not have any claim of priority to another client in relation to the execution of any order received by KOG.

在受適用法規、規例和市場要求制約的前提下，我方恰當地考慮收到您的指令的順序之後，可以全權決定執行指令的先後次序。就本公司執行收到的任何指令的先後順序而言，您不得要求先於另一客戶的優先權。

14. Confirmations and statements

確認書及報表

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- 14.1 A confirmation of a Transaction shall be posted on our Trading Platform upon execution of the Transaction. The confirmations shall only be accessible by Authorized Users and us.
交易執行確認書應在我方交易平台上公布。確認書僅限授權用戶與我方查閱。
- 14.2 We may from time to time send you by Electronic Means any statements or other materials associated with your use of Electronic Services. The transmission of statements and other materials by Electronic Means is not safe from corruption in transit. We accept no responsibility for defects in information received by you in using our trading platform, or for the failure of any such information to reach you, nor for the consequences of such defect or failure, where this is for reasons beyond our control.
我方可不時通過電子方式將您使用電子服務的相關報表或其他相關數據傳送給您。以電子方式傳送報表或其他數據，並無法保證不受損壞。對於您通過我方交易平台收到的信息出錯，或任何該等信息未能送達您以及由此產生超出我方合理控制範圍的後果，我方概不負責。
- 14.3 In the event that there is a systems failure (whether such failure arises as a result of a fault with our system, your system or with the server):
如系統出現故障（不論是因公司系統故障、您的系統故障或服務器故障而引起）：
- a) you may not receive communications sent by our trading platform or they may be delayed, and we may not be aware of this. Notwithstanding the foregoing, any such communication will be conclusive and binding on you if you do not notify us within two Business Days of your non-receipt; and
您無法接獲或延期接獲我方通過交易平台發送的通信，我方可能並不察覺。如您未能在兩個營業日內通知我方，該通信將不可推翻，並對您具有約束力；以及
 - b) we may be unable to communicate with you by email. In such circumstances, we reserve the right to communicate with you by facsimile or telephone.
我方可能無法通過電子方式與您進行通信。在此情況下，我方保留通過傳真或電話方式與您進行通訊的權利。
- 14.4 Daily and monthly statements will also be posted on our Trading Platform. You undertake to access confirmations or statements by yourself on our Trading Platform.
每日和每月報表將會上傳至我方的交易平台。您承諾自行獲取在我方的交易平台的確認或結單。
- 14.5 Unless you notify us of any error or omission within two Business Days of the sending by email or other form of any confirmation, statement or other document by us to you, you shall be deemed to have ratified and accepted the contents of such communication. Such confirmation, statement or other document will be deemed to be an accurate reflection of the Transaction and acceptance by you in full of its terms and will be binding on you.
除非您在我方以電子方式或其他方式向您發出任何確認書、報表或其他文件之後兩個營業日內就任何錯誤或遺漏通知我方，否則您應被視為已經認可和接受該等通信內容；該等確認書、報表或其他文件即被視為正確反映該交易、被您接受且對您具有約束力。
- 14.6 If a dispute arises between you and us relating to the existence or terms of any Transaction (a “Disputed Transaction”), we may at any time without prior notice to or any further authority from you take whatever action that we consider appropriate in relation to the Disputed Transaction. We will notify you (orally or in writing) as soon as is practically possible of any action we have taken but any failure by us to give such notice will not prejudice the validity of such action.
如您和我方對於兩者之間因現存交易或任何交易條款產生爭議（“爭議性交易”），則我方於任何時候可不必事先通知您或獲得您進一步許可，自行採取我方認為對該爭議性交易的任何適當行動。我方一旦採取任何實際行動，將儘快通知（口頭或書面）您；但若我方未對您發出該等通知，亦不影響該等行動的效力。
- 14.7 We may at any time, whether or not we provide you with notice of the same, cease to send you all or any communications under these Terms by Electronic Means and make such communications to you by post or fax.
無論我方是否已通知您，我方可在任何時候停止以電子方式向您發送根據本合約條款規定的所有或任何通訊，而改用郵寄或傳真方式發送該等通訊。
- 15. Telephone dealing**
電話交易
- 15.1 The provisions of this clause 15 set out the basis on which we will provide you with the facility to enter into Transactions and to access Financial Market Information via telephone.
本條款 15 制定了我方將通過電話為您提供執行交易與獲取金融市場信息設備的基礎。
- 15.2 When this clause 15 applies, if you give us instructions by telephone, we shall be obliged to confirm such instructions via telephone and such conversation will be recorded into our central telephone recording system.
當應用條款 15 時，您可以通過電話向我方下達指示。我方負有通過電話確認您該等指示的義務，並且該通話過程將

被記錄在我方的中央電話錄音系統中。

- 15.3 When you give us instructions by telephone, you will be required to provide your Security Information for identity verification and security purposes. You shall keep safe and confidential all Security Information relating to your account and you shall not disclose such information to anyone. Accordingly, if you are aware or suspect that any Security Information is no longer confidential you must inform us immediately. When we ask for your Security Information, we will not ask you to provide your account login password.

當您通過電話向我方下達指示時，基於身份確認和安全目的，我方將要求您提供安全信息。您應確保有關您帳戶的所有安全信息獲妥善保管和保密，且不得泄露予任何人。因此，如您獲悉或任何安全信息已被泄露，您必須立即通知我方。而在要求您提供安全信息時，我方並不會向您索取您的交易平台帳戶登入密碼。

- 15.4 In the case of companies or other organizations, you may from time to time advise us of the identity of any employees authorized to give notices and communications to us on your behalf in accordance with and for the purposes of these Terms. Any such notice shall be in writing and shall set out the names and specimen signatures of the employees so authorized. Any such authority may be revoked by notice in writing. Such revocation shall only be effective upon written confirmation by us of our receipt of such notice. We shall not be bound by any such variation and/or revocation until written notice is actually received by us.

對於公司或其他機構，您可隨時就任何依據或基於本合約條款通過獲授權代表下達通知或與通過我方聯絡的任何雇員通知我方。任何上述通知均必須為書面文件，並附上獲授權雇員的姓名及簽字式樣。任何上述授權均可透過書面通知撤銷。在我方收到通知並作出書面確認後，該撤銷方可生效。除非我方確實收到書面通知，否則我方不受任何變更以及/或撤銷的約束。

- 15.5 We shall be entitled to act upon the instructions of any Attorney or any person authorized under the provisions of clause 13.4 or instructions given by such a person quoting the Security Information relating to you. You will be bound by any agreement entered into by us on your behalf in reliance on such instructions.

我方有權按照條款 13.4 規定的任何代理人或任何獲授權人士、或向我方提供您的安全信息的人士發出的指令行事。您將受我方依該等指令代表您訂立的任何協議約束。

- 15.6 We may require confirmation from you of any order or instruction if:

如果出現以下情況，我方可能要求您確認任何訂單或指示：

- a) we consider that such confirmation is desirable or that an order or instruction is ambiguous; or
我方認為有必要確認的指令，或某個指令或指示引起歧義；或
- b) the instruction is to close your account.
取消您的帳戶的指示。

- 15.7 We will provide a confirmation of the details of a Transaction by Electronic Means upon execution of the Transaction.

在執行交易後，我方將通過電子方式確認交易詳情。

16. Representations 申述

- 16.1 You confirm that we shall have authority to take such action from time to time as we reasonably consider to be necessary under these Terms and all such action will be undertaken by us as your Attorney, your Authorized User and you agree to ratify and confirm everything properly done by us in the proper performance in good faith of our duties under these Terms. 您確認，我方依據本合約條款有權採取我方認為有合理必要的行動，而該等行動全權由本方依據本合約條款本著誠信原則履行職責妥善進行，且您、您的代理人及您的授權用戶同意、認可和確認我方的一切行動。

- 16.2 You represent to us that, at the date of these Terms and at the time of each Transaction that:

您向我方聲明，於合約條款簽訂之日及每次交易時：

- a) (in case of a corporation) you are validly incorporated and existing under the laws of your country of incorporation and have full power and capacity to enter into and perform your obligations hereunder, you enter into these Terms has been duly authorized by your governing body and is in accordance with the Memorandum and Articles of Association or by-laws as the case may be of you;
(若果客戶是一法團)您是合法地根據其成立所在國的法律成立並存在，且有完整的權力和能力承擔及履行您根據本合約條款須負上的責任；您簽訂本協議的行為亦已獲您的主管機構恰當授權，並且依照組織章程大綱及細則或則例的規定（視乎屬何情況而定）而進行；
- b) you understand the nature and suitability for the purposes of the types of transactions contemplated by these Terms and the risks involved in them, and that you have sufficient experience to assess the suitability of such Transactions; you will enter into each FX contract in reliance only on your own judgment and without reliance on any advice or views from us as likely to the future currency and market movements or the benefits or risks involved in such Transactions;

您已理解本合約條款所涉及各類交易性質及當中所涉及風險，並具充足經驗，評定該等交易是否適合您；您將訂立的每一份外匯合約，乃純粹依據您本身對未來貨幣及市場走勢或該等交易所涉利益或風險的判斷而訂立，而非依賴我方就此提供的任何建議或觀點；

- c) you have full power and authority and have taken all necessary steps to enable you to lawfully enter into and to perform all your obligations under these Terms;
您可全權採取所有必要措施，以便合法地從事並履行您根據本合約條款的所有義務；
- d) you deal as principal only and no person other than yourself has or will have any interest in any Transaction or in any account that we hold on your behalf;
您是交易的主事方，且除您外，並無任何人士擁有或將擁有我方代表您進行的任何交易或任何帳戶的利益；
- e) all sums or other assets deposited by way of Margin for your obligations under these Terms are beneficially owned by you and you will not create any charge or other encumbrance over or in respect of such money or assets;
依據本合約條款，您為履行義務而以保證金形式存入的所有款項或其他資產，均歸您所有，您將不就該筆款項或資產進行收費或設置其他產權負擔；
- f) you will provide to us, on request, such information regarding your identity as we may reasonably require to comply with anti-money laundering regulations;
您將於我方合理要求下提供有關您的身份信息，包括我方為遵守反洗錢法規而合理地要求的任何信息；
- g) no Event of Default or potential Event of Default has occurred and is continuing with respect to you;
您沒有發生並持續發生違約事件或潛在違約事件；
- h) all information you have given to us is true and accurate in all material respects as of the date of these Terms and any changes to the information will be promptly notified by you to us and you will not omit or withhold any information which would render the information so supplied false or inaccurate in any material respect; and
在簽訂本合約條款時，您向我方提供的信息均真實無誤。如有任何信息變更，您將立即通知我方，且您不會遺漏或隱瞞任何信息，令致所提交信息的任何方面上產生虛假或不準確的信息；且
- i) you or the Authorized User on your behalf enter into these Terms and will enter into FX contracts as a principal trading on your own behalf and not as trustee or agent.
您或代表您的授權用戶替您訂立此合約條款，將以當事人而非受托人或代理人身份訂立外匯合約。

16.3 If you effect transactions for the account of your clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with any clients of you, you hereby agrees that, in relation to a transaction where we have received an enquiry from SFC, the following provisions shall apply:

若您是以您的客戶的帳戶進行交易，不論這是否受客戶全權委託、以代理人身份或以當事人身份與您的客戶進行對盤交易，您同意就我方在接獲證監會查詢交易時，須遵守下列規定：

- a) Subject to as provided below, you shall, immediately upon request by us (which request shall include the relevant contact details of SFC), inform SFC of the identity, address, occupation and contact details of the client for whose account the transaction was effected and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform SFC of the identity, address, occupation and contact details of any third party (if different from the client/the ultimate beneficiary) who originated the transaction.
在符合下列規定下，您須按我方要求（此要求應包括證監會的聯絡詳情），立即知會證監會該宗交易的帳戶所屬的客戶及（據您所知）該宗交易的終受益人的身份、地址、職業及聯絡詳情。您亦須知會證監會任何發出該交易指令的第三者（如與客戶/終受益人不同者）的身份、地址、職業及聯絡詳情。
- b) If you effect the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon request by us (which request shall include the relevant contact details of SFC), inform SFC of the identity, address, occupation and contact details of the person(s) who, on behalf of the scheme, account or trust, instructed you to effect the transaction.
若客戶是為集合投資計劃、全權委託帳戶或全權信託進行交易，您須按我方要求（該要求應包括證監會的聯絡詳情），立即知會證監會有關該名代表該計劃、帳戶或信託向客戶發出交易指示的人士的身份、地址、職業及聯絡詳情。
- c) If you effect the transaction for a collective investment scheme, discretionary account or discretionary trust, you shall, as soon as practicable, inform us when his/her discretion to invest on behalf of the scheme, account or trust has been overridden. In the case where your investment discretion has been overridden, you shall immediately upon request by us (which request shall include the relevant contact details of SFC), inform SFC of the identity, address, occupation and contact details of the person(s) who has or have given the instruction.
若客戶是為集合投資計劃、全權委託帳戶或全權信託進行交易，您在其全權代表該計劃、帳戶或信託進行投資的權力已予撤銷時須在盡快可行的情況下通知我方。在您全權代客戶投資的權力已予撤銷的情況下，您須按我方要求（該要求應包括證監會的聯絡詳情），立即知會證監會有關該名/或多名曾向客戶發出指示的人士的身份、地址、職業及聯絡詳情。
- d) If you are a collective investment scheme, discretionary account or discretionary trust and in respect of a particular transaction the discretion of you or your officers or employees has been overridden, you shall, as soon as practicable, inform us when his/her discretion to invest on behalf of the beneficiary of such scheme, account or trust has been overridden. In case where your investment discretion has been overridden, you shall, immediately upon request by us

(which request shall include the relevant contact details of SFC), inform SFC of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the relevant transaction.

若您是一集合投資計劃、全權委託帳戶或全權信託，而您、您的高級職員或僱員就某一交易擁有的權力已予撤銷時，您在其全權代表該計劃、帳戶或信託進行投資的權力已予撤銷時須在盡快可行的情況下通知我方。在您全權代客投資的權力已予撤銷的情況下，您須按我方要求（該要求應包括證監會的聯絡詳情），立即知會證監會有關該名/或多名曾向客戶發出有關交易指示的人士的身份、地址、職業及聯絡詳情。

e) If you are aware that your client is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, you confirms that:

若您知悉您的客戶乃作為其本身客戶的仲介人進行交易，但客戶並不知道有關交易所涉及其本身客戶的身份、地址、職業及聯絡數據，則您確認如下：

- i. You have arrangements in place with your client which entitle you to obtain the information set out in clauses 16.3 (a)-(d) of the terms from your client immediately upon request or procure that it be so obtained;
您必須與您的客戶作出安排，讓您可按要求立即向您的客戶取得條款 16.3 (a) - (d) 的信息，或促使取得有關信息；
- ii. you will, upon request from us in relation to a transaction, promptly request the information set out in clauses 16.3 (a)-(d) of the terms from your client on whose instructions the transaction was effected, and provide the information to SFC as soon as it is received from your client or procure that it be so provided.
您將按我方就有關交易提出的要求，實時要求或促進向客戶發出交易指示的客戶提供條款 16.3 (a) - (d) 項目的信息，並在收到您的客戶所提交的信息呈交予證監會。

f) The above provisions shall continue in effect notwithstanding the termination of these Terms.
上述條款即使在本合約條款終止後仍持續生效。

16.4 You undertake to perform such acts, sign and execute all such agreements or documents whatsoever as may be required by us for the performance or implementation of these Terms or any part thereof.

您承諾會履行、簽署和執行一切我方在本合約條款或其任何履行或執行的部分而要求的協議或任何文件。

16.5 We represent to you that the following information provided by us to you are true and accurate in all material respects as of the date of these Terms and any changes to the information will be notified to you by us:

我方向您聲明，在簽訂本合約條款時，我方向您提供的以下信息均真確無誤。如有任何信息變更，我方將通知您：

- a) Our full name and address, and CE number with the SFC;
該持牌人或註冊人的業務的全名及地址，包括持牌人或註冊人在證監會的持牌或註冊身分及 CE 編號；
- b) The nature of our services;
我方的服務的性質；
- c) Any remuneration that is to be paid by you, e.g. commission charges, brokerage, and any other fees and charges; or
您須向持牌人或註冊人支付的任何酬勞，例如佣金、經紀費及其他費用及收費；或
- d) Details of margin requirements, interest charges, margin calls, and circumstances under which your positions may be closed out without your consent.
計算保證金的詳細規定、利息費用、追繳保證金的規定及在什麼情況下持牌人或註冊人可無需該客戶同意而將客戶的持倉出售或平倉。

17. Settlement, liquidation and automatic rollover 結算、平倉及自動轉倉

17.1 In respect of open Transactions, you will promptly take all actions necessary either:

就任何未平倉交易，您將實時採取所有必要行動：

- a) to close out or otherwise liquidate such Transactions by giving proper instructions in good time to enable us to carry out those instructions; or
適時向我方下達適當的指示拋售或清算該等交易；或
- b) to deposit margin to the maintenance level in accordance with the requirements of our applicable trading regulations.
按照我方制訂的交易的相關規則存入款項以維持保證金水平。

17.2 Except as otherwise provided in these Terms, or in the Trading Procedures unless you provide us with instructions to liquidate an open Transaction in your account, that position will be automatically rolled-over as an open position in the account to the next Business Day.

除本合約條款或交易程序另行規定外，除非您下達指示要求我方清算您帳戶上的未平倉交易，否則該部位將視為帳戶上的未平倉合約，自動轉倉至下一個營業日。

18. Payments and default interest 付款及違約利息

- 18.1 In respect to settlement of FX contract, you acknowledge that, unless otherwise agreed by both parties, we may not settle on a physical delivery basis but will effectively net off with a contract of the settlement amount in the opposite trading direction.
有關外匯合約的平倉，您確認除非雙方同意，我方有可能不會以現貨交割的方式進行交收，而實際會根據平倉的交易金額以一個交易方向相反的合約將有關合約互相抵銷。
- 18.2 In respect of any Transaction automatically rolled-over as an open position, you will either pay or receive an amount equivalent to the difference in the applicable overnight interest rates between the currencies being bought or sold ("Interest Rate Differential"). The amount of Interest Rate Differential is variable and calculated by us and your account shall be debited or credited as the case may be with the relevant Interest Rate Differential.
對於任何作為未平倉合約的自動轉倉，您將支付或收取以適用的隔夜利率計算的貨幣買賣差價（“利率差額”）的相等金額。該利率差額是可變動的，而由我方計算，而您的帳戶將被扣除或存入（視乎情況而定）相關的利率差額。
- 18.3 KOG shall make reference to the bid and offer prices as from time to time quoted and disseminated to the public, or to subscribers, by any reputable financial information services organization in choosing the prices for the purposes of marking to market the Client's open positions or Closing Out.
KOG 將參照任何有信譽的財經信息服務機構，不時向公眾或用戶所報及公布的買入及賣出價，以厘定與客戶的未平倉合約與市場對價或進行平倉的價格。
- 18.4 KOG shall determine the interest rates for calculating the Client's interest income and expenses by reference to the prevailing interest rates quoted by major participants or bankers in the market of FX trading.
KOG 將參照外匯交易市場的主要參與者或銀行所報的通行利率，計算客戶的利息收入及支出。
- 18.5 Payments to be made by you shall be made to the account specified by us in writing and in immediately available and freely transferable funds for value on the day due and in the currency in which it is due.
您應將付款存入我方書面指定的帳戶，並且是立即可用以及可按期貨幣到期日自由轉讓的款項。
- 18.6 All payments due from you to us under these Terms shall be made in full, without counter-claim and free and clear of all present and future Taxes unless you are compelled by law to make the payment subject to such Taxes.
我方依據合約條款應向您收取的所有款項均應由您全額支付、不得反訴並且無支付任何現在或將來稅金的義務，除非您必須依法支付該稅金。

19. Default and termination 違約及終止

- 19.1 Any one of the following events shall constitute an event of default ("Event of Default"):
下述任何一件事情均會構成違約事件（“違約事件”）：
- a) Your failure to pay any deposits, Margins or any other sums payable to us or submit any documents to us hereunder, when called upon to do so;
當被要求或在到期時，您未有將應繳納給我方的按金、保證金或其他任何款項支付給我方，或者未有按本合約條款將任何文件呈交我方；
 - b) default by you in the due performance of any of the provisions of these Terms and the observance of any by-laws, rules and regulations;
您未有恰當履行本合約條款的任何條款及遵守適當的章程、規例和規則；
 - c) the filing of a petition in bankruptcy, winding up or the commencement of other analogous proceedings against you;
您向法院申請破產、清盤或任何人士針對您而進行其他相類似的法律程序；
 - d) the death of you (being an individual);
您的死亡（作為自然人）；
 - e) any representation or warranty made by the you to us in these Terms or in any document being or becoming incorrect or misleading;
您在本合約條款或其他文件向我方作出的任何陳述或保證構成或變成不真確或誤導的；
 - f) any consent, authorization or board resolution required by you (being a corporation or a partnership) to enter into these Terms being wholly or partly revoked, suspended, terminated or ceasing to remain in full force and effect;
您（為一有限公司或合夥企業）簽訂本合約條款所需的任何同意書、授權書或董事會決議全部或部分被撤回、暫時終止、終止或不再具有完全的效力和影響；
 - g) the occurrence of any event which, in the sole opinion of us, might jeopardize any of our rights under these Terms;
出現任何我方單方面認為可能會損害我方於本合約條款下任何權利的事件；
 - h) the receipt by us of notice of any dispute as to the validity of any order or instruction from you and/or any FX Contract;
我方收訖有關任何您的指令或指示及/或任何外匯合約的有效性的任何爭議的通知；
 - i) the continued performance of any of the FX Contract and/or the continued performance of these Terms becomes

illegal or claim by any government authority to be illegal;

任何外匯合約的持續履行及/或本合約條款的持續履行成爲不合法，或經任何政府部門聲稱爲不合法；

- j) if at any time the prevailing rate of exchange applicable to the currency concerned under any FX Contract shall have moved adversely to the position of you and if we determine that the Margin that you have deposited with us is inadequate; and
倘於任何期間，適用於任何外匯合約下的相關通行價格與您的持倉逆勢而行，而我方認爲您存放於我方的保證金並不足够；及
- k) if at any time the value of the FX Contracts falls below the liquidation Margin level as prescribed by us from time to time.
倘於任何期間，外匯合約的價值跌破我方不時指定的強制平倉保證金水平。

19.2 At any time after we have determined, in our absolute discretion, that you have not performed (or may not be able to perform) any of your obligations to us, we shall be entitled without prior notice to you:

我方在任何時候依絕對酌情權單方面決定您沒有履行（或不可履行）對我方的義務，在我方毋須事先通知您的前提下有權：

- a) to close out, replace or reverse any transaction, or refrain from taking, such other action at such time and in such manner as, at our sole discretion, we consider necessary or appropriate to cover our loss or liability under any of your contracts, positions or commitments;
平倉、取代或倒轉任何交易、或依我方絕對酌情權認爲可彌補我方在您的任何合約、部位或委托下的損失或負債，在該等時間以該等方式不採取上述的行動；
- b) immediately close the Account(s);
實時終止帳戶；
- c) terminate all or any part of these Terms;
終止本合約條款的全部或任何部分；
- d) cancel any or all outstanding orders or any other commitments made on behalf of you; and
取消任何或全部未執行的指令或任何其他代客戶作出的承諾；以及
- e) to treat any Transactions then outstanding as having been repudiated by you, in which event our obligations under such Transaction(s) shall thereupon be terminated.
視當時未支付的任何交易爲您拒絕支付，在此情況下我方就上述交易的義務隨之終止。

19.3 Either party may terminate these Terms by giving written notice of termination in situation where the account has no open positions. We may settle all open positions in your account and terminate these Terms immediately if you fail to observe or perform any provision of these Terms, in the event of our or your insolvency or in order to comply with Applicable Regulations.

在書面通知的情況下，任何一方可以終止已沒有未平倉合約的合約條款。如因我方或您宣告破產，或爲遵守公司政策而致使您未能遵守或履行本合約條款中的任何規定，我方可對您持有的所有倉位進行平倉並且立即終止本合約條款。

19.4 Upon terminating these Terms, all amounts payable by you to us will become immediately due and payable including (but without limitation):

本合約條款終止後，您應向我方支付的所有款項將立即到期，包括（但不限於）以下應付款項：

- a) all outstanding fees, charges and commissions;
所有未支付的費用、收費及佣金；
- b) any dealing expenses incurred by terminating these Terms; and
因本合約條款終止而產生的任何交易費用；及
- c) any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by us on your behalf.
我方代表您作任何交易平倉，或清算或終止未完成的義務而產生的任何損失或費用。

19.5 Termination shall not affect then outstanding rights and obligations and Transactions which shall continue to be governed by these Terms until all obligations have been fully performed.

合約終止將不影響未完成的權利和義務，交易必須繼續受本合約條款約束，直到完全履行所有義務。

20. Suspension or withdrawal of Electronic Services

暫停或撤銷電子服務

20.1 In addition to and without limitation to our rights under these Terms, we reserve the right to suspend or withdraw temporarily or permanently all or any part of the Electronic Services, immediately at any time if:

除了且不限於我方基於本合約條款的權利，我方將保留在以下情況下隨時立即臨時或永久性地暫停或撤銷所有或任

何部份的電子服務權利：

- a) we suspect or become aware of unauthorized use or misuse of any Security Information;
我方懷疑或發現有人未經授權使用或誤用任何安全信息；
- b) you are in breach of any of the provisions of these Terms, the provisions of any additional terms relating to Third Party Providers or Applicable Regulations;
您違反了本合約條款的任何規定及與第三方提供者有關的附加條款的規定或適用法規；
- c) in our opinion, your or any Authorized User's connection to the Trading Platform is for any reason endangering the operation of it; or
我方認為您或任何獲授權使用交易平台的用戶因任何原因危及平台的操作；或
- d) we are unable to provide access through Electronic Means due to any defect in or failure of network, communication or computer systems owned or operated by us or you or any Third Party Providers.
我方或您或任何第三方提供者所擁有或操作的網絡、通訊或計算機系統出現損壞或故障，而致使我方無法通過電子方式提供服務。

21. Standing Authority 常設授權

21.1 The Client Money Standing Authority covers money held or received by KOG (including any interest derived from the holding of the money which does not belong to KOG) in one or more segregated account(s) on the your behalf ("Monies").
客戶款項常設授權涵蓋 KOG 為您收取或持有並存於一個或多個獨立帳戶內的款項（“款項”）（包括因持有並非屬於 KOG 的款項而產生的任何利息）。

21.2 You authorize us to:
您授權我方：

- a) combine or consolidate any or all segregated accounts, of any nature whatsoever and either individually or jointly with others, maintained by us and we may transfer any sum of Monies to and between such segregated account(s) to satisfy your obligations or liabilities to us, whether such obligations and liabilities are actual or contingent, primary or collateral secured or unsecured, or joint or several; and
組合或合併我方或屬於我方所持有的任何或全部獨立帳戶，此等組合或合併可以個別地或與其他帳戶聯合進行，我方可將該等獨立帳戶內任何數額的款項作出轉移，以履行您對我方或我方的義務或法律責任，不論此等義務和法律責任是確實的，或者的，原有或附帶的，有抵押或無抵押的，共同或分別的；及
- b) transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time with us.
從我方於任何時候維持的任何獨立帳戶之間調動任何數額的款項。

21.3 You acknowledge and agree that we may do any of the things set out in clause 21.2 without giving your notice.
您確認並同意我方可不向您發出通知而採取上述第 21.2 條的行動。

21.4 You also acknowledge that Your Money Standing Authority is given without prejudice to other authorities or rights which we may have in relation to dealing in Monies in the segregated accounts.
您同時確認賦予我方的客戶款項常設授權並不損害我方享有有關處理該等獨立帳戶內款項的其它授權或權利。

21.5 Each of the Client Money Standing Authority is valid for a period of 12 months from the date on Application Form, subject to renewal by you or deemed renewal under the Client Money Rules (as the case may be) referred to Clause 21.7.
客戶款項常設授權的有效期為自開戶申請表簽署日起計十二個月，接著由客戶准予續期或按條款 21.7 根據客戶款項規則被視視續期（視乎情況而定）。

21.6 Each of the Client Money Standing Authority may be revoked by giving us in written notice addressed to our Customer Service Department at the address specified in the Account Opening Form or such other address which the Company may notify you in writing for this purpose. Such notice shall take effect upon the expiry of 7 days from the date of our actual receipt of such notice.
您可以按開戶表格的公司地址或其他本公司為此目的可能以書面方式通知的地址，向我方客戶服務部發出書面通知撤回客戶款項常設授權。該等通知的生效日期為我方正式收到該等通知後的 7 日起計。

21.7 You understand that each of the Client Money Standing Authority shall be deemed to be renewed on a continuing basis without your written consent if the Company issues the Client a written reminder at least 14 days prior to the expiry date of the relevant authority, and you do not object to such deemed renewal before such expiry date.
您明白我方若在客戶款項常設授權的有效期屆滿 14 日之前將向您發出書面通知，提醒您有關常規授權即將屆滿，而您沒有在該等常規授權屆滿前反對該等常設授權續期，客戶款項常設授權應當在不需要你的書面同意下按持續的基準已被續期。

22. Limitation of liability and indemnity

有限責任及免責保障

22.1 Neither we nor our directors, officers, employees or Account Executives shall be liable:

我方及我方的董事、高級職員、雇員或仲介代理人均無須對以下事項負責：

- a) to you for the non-performance of our obligations under these Terms or the failure to execute any Transaction in accordance with your instructions by reason of any cause beyond our reasonable control;
我方出於無法掌控的原因而未履行我方基於本合約條款的義務，或未能根據您的指示執行任何交易；
- b) for any loss sustained as a result of any Transaction executed or course of action followed by you or otherwise;
因由您執行的交易或採取的行動或其他而導致的持續損失；
- c) for any direct or indirect losses, damages, costs or expenses incurred or suffered by you or your business under these Terms (including where we have declined to enter into a proposed Transaction);
您或您的交易因本合約條款(包括我方已拒絕執行的建議交易)而導致或蒙受的任何直接或間接的損失、損害、費用或開支；
- d) for any act or omission; or
任何行為或疏漏；或
- e) for any other loss, damage or expense arising in connection with these Terms or the provision of our services under it, except to the extent that such loss is caused by our willful default or fraud.
任何與本合約條款或我方的服務規定有關的其他損失、損害或費用，除非該損失因我方故意違約或欺詐造成。

22.2 Nothing in these Terms shall exclude or restrict any duty we may owe to you under the SFO, SFC Rules and Applicable Regulations.

本合約條款沒有任何規定排除或限制我方基於證券及期貨條例，證監會規則和適用法規對您應負的責任。

22.3 You shall, indemnify us and keep us indemnified from and against all liabilities, damages, losses and costs (including legal costs) or commissions incurred or suffered by us in the proper performance of our services or the enforcement of our rights under these Terms and in particular, without prejudice to the generality of such indemnity, against all amounts which we may certify to be necessary to compensate us for all costs, expenses, liabilities and losses sustained or incurred by us with respect to any of your accounts or any Transaction in order to fulfil our obligations under these Terms as a result of:

我方在正確履行服務或按照本合約條款行使我方權利的過程中如招致或蒙受負債、損害、損失和費用(包括訴訟費)或佣金，特別是不違背該賠償的普遍性情況下，您應對我方作出賠償。我方可作出書面證明您應賠償予我方為完成基於合約條款的義務，因您的任何帳戶或任何交易而蒙受或招致的費用、開支、債務及損失的必要金額，產生的原因包括：

- a) any default in payment by you of any sum under these Terms or any Transaction when due;
您基於本合約條款應支付的任何款項金額或任何到期交易的違約；
- b) us doing and taking all and any actions and steps whatsoever to carry out the terms of any instructions from or purporting to be from a person duly designated or authorized by you for such purpose pursuant to clause 13 or 15;
我方採取所有或任何行動和措施，以執行您依條款 13 或 15 正式指定或獲授權人士、或聲稱為您正式指定或授權的人士下達的任何指示；
- c) us exercising our rights under these Terms to close out all or any part of any Transaction before its applicable value date;
我方根據本合約條款，在適用的起息日前行使權利把所有或部分交易平倉；
- d) any act or omission by any person obtaining access to the Internet by using the Security Information (whether or not you have authorized such access); or
任何人士通過利用安全信息使用互聯網的任何行為或遺漏(不管您是否授權該網絡存取)；或
- e) us exercising our rights to terminate these Terms.
我方行使終止本合約條款的權利。

22.4 We shall not be obliged to take or refrain from taking any action which is or will be beyond our power to take or refrain from taking wholly or partly as a result of an event or state of affairs which is or was beyond our control to prevent and the effect of which is beyond our power to avoid.

我方無義務採取或制止超越我方權限的任何行動，完全地或在一定程度上採取或制止由於我方無法控制或阻止，且無力避免其影響的事件或情況。

22.5 We shall not be in breach of our obligations under these Terms if there is any total or partial failure of or delay in performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labor disputes of whatever nature, late or mistaken delivery or payment by any bank or

counterparty or any other reason beyond our control.

如因不可抗力，火災，政府或國家行為，戰爭，國內暴亂，起義，禁運，任何電腦交易或結算系統故障，防止或阻礙獲得能源或其他供應，任何性質的勞資糾紛，任何銀行或訂約方的延遲或錯誤交付或付款或其他不受我方控制而造成我方未能完全地或在一定程度上或延遲履行職責和義務，不適視為我方違反基於本合約條款的義務。

22.6 The indemnities in this clause 22 shall survive termination of these Terms and our certificate as to the amounts due under this clause 22 shall, save for manifest error, be conclusive.

本條款 22 所規定的賠償應在條款終止後繼續有效。同時，除非有明顯錯誤，否則我方就條款 22 規定的到期金額有終決定權。

23. Set-Off and Lien 抵銷及留置權

23.1 In addition and without prejudice to any general lien or similar rights to which we may be entitled by laws and subject to the provisions of the SFO:

除我們根據法例而在條例的條文規限下享有的任何一般留置權或類似權利之外且無損其效力之下：

23.2 We may at any time, without prior notice to you:

我們可毋須通知你而在任何時候：

a) instruct any bank, deposit-taking company or other person, firm or company with whom or which you may at any time maintain an account (a "Deposit Holder") to transfer on behalf of you any funds standing from time to time in any account maintained at any time by you with us and/or such Deposit Holder to any account maintained at any time by you with us;

向您在任何時候存設帳戶的任何銀行，接受存款公司或其他人士或公司（“存款持有人”）發出指示，將您在任何時候在我方及/或有關存款持有人存設的帳戶所存的任何款項，代你轉撥入在我方在任何時候存設的任何帳戶；

b) transfer any funds standing from time to time in the trading account to any account maintained at any time by you with us;

將您在交易帳戶不時所存的任何款項轉撥入您在任何時候於我方設存的任何帳戶；

c) set-off or transfer any sum standing to the credit of any one or more such accounts with us wherever suitable in or towards satisfaction of your indebtedness, obligation or liability to us on any of the accounts or in any other respect whatsoever, whether such indebtedness, obligations or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured; and

將在我方的任何或一個以上的帳戶的任何存款用於抵銷或轉撥，以清償您在任何帳戶或任何其他有關方面所結欠我方的債項，義務或負債（不論其屬現有或將來，實際或或然，主要或從屬，各別或共同，有抵押或無抵押者）；以及

d) give Deposit Holder notice of such authority, and when such combination, consolidation, set-off or transfer requires the conversion of the currency into another, such conversion shall be calculated at such rate of exchange as conclusively determined by us prevailing in such foreign exchange market as we may, at our absolute discretion, select on or about the date of the combinations, consolidation, set-off or transfer. In respect of any payments by us to offset and discharge any obligations of you to us, we shall not be concerned whether or not such obligations exist, provided demand has been made on us.

將有關權限通知存款持有人，當上述合併、綜合、抵銷或轉撥需要將一種貨幣兌換為另一種貨幣時，有關兌換須按我方以絕對酌情權決定選用於合併、綜合、抵銷或轉撥日或該日前後由我方終決定在外匯市場通行的匯率計算。就支付用以抵銷或解除您對我方的任何責任或任何款項而言，我方毋須理會此等責任存在與否，只要由我方作出要求即可。

23.3 All of the interest held in any account for you (either individually or jointly with others) or which may be in our possession, at any time and for any purpose, including safe-keeping, shall be subject to a general lien in favor of us. We shall also have the rights to the extent as permitted by laws to sell such property (and we are authorized to do all such things necessary in connection with such sale without any liability for any loss thereby incurred and without prejudice to the foregoing you shall not make any claim against us concerning the manner of such sale or the timing thereof) and utilize the proceeds to offset and discharge all or part of the obligations of you to us, regardless of whether any other person is interested in or we have made advances in connection with such property, and irrespective of the number of accounts you may carry with us.

我方擁有您（不論屬個人或與其他共同）於我方的帳戶中持有利潤的一般留置權。我方亦有權在法律容許的情況下出售該等財產（而我方獲授權進行一切有關該等出售的必要行動，並毋須為此引致的任何損失承擔任何責任，在無損上文的有效性下，您不得就該等出售或其時間性向我方提出任何索償）及運用所得款項以抵銷及解除您對我方的所有或部份義務，無論其他人是否擁有權益或我方曾否就該等財產作出墊款，亦不論您於我方存設的帳戶數目。

24. Conflicts of interest

利益衝突

24.1 Your attention is drawn to the fact that when we enter into a Transaction for you we may have a conflict of interest or an interest that is material in relation to the Transactions or service concerned. However, our employees are required to comply with our Conflicts of Interest Policy to ensure fair treatment and disclosure if needed.

一旦我方與您進行交易，您需注意該交易有可能產生利益衝突、或交易或服務相關的實質性利益。然而，我方要求僱員遵守《利益衝突政策》以確保。

24.2 We, our directors, employees and/or representatives may be allowed to trade on our/his/her own account pursuant to our company policy in accordance with the SFO and Applicable Regulations.

根據公司政策，證券及期貨條例和適用法規，我方包括董事，僱員及/或代表可能准許在本公司以其名義進行交易。

25. Data protection and confidentiality of information 數據保護及信息保密

25.1 You acknowledge that we may obtain information (including personal data and sensitive personal data, each as defined in the Data Protection Act) about you or your directors, shareholders, employees, officers, agents or clients as necessary. You and we will each treat as confidential (both during and after the termination of the relationship between you and us) any information learned about the other in the course of the relationship pursuant to these Terms and, except as otherwise agreed, shall not disclose the same to any third party without the other's consent.

您確認我方在必要時可獲取您、或您的董事、股東、僱員、高級職員、代理人或客戶的信息（包括個人資料及敏感的個人資料，皆以個人資料（私隱）政策中的定義為準）。您與我方在交易期間應遵守本合約條款，各自對從對方獲取的信息進行保密（您與我方交易期間及交易終止後），除非另有協議，否則不得在未經另一方同意的情況下將信息泄露給任何第三方。

25.2 You specifically authorize that we may use, store or otherwise process any such information (whether provided electronically or otherwise) for the purposes of (i) providing services to you under these Terms and (ii) marketing our products and services to you, and may disclose any such information (including, without limitation, information relating to your transactions and account) either as we shall be obliged to under or pursuant to any applicable law or rules or by any regulatory authority or as may be required to provide services to you under these Terms.

您明確特准我方可使用、儲存或另行處理任何上述信息（無論是通過電子方式或其他途徑提供的信息）於（i）根據條款及細則為您提供的服務及（ii）為推廣 KOG 的產品及服務，並可依照適用的法律或法規或任何監管機構的要求、或根據本合約條款向您提供服務時，披露任何此等信息（包括但不限於，您的交易和帳戶信息）。

25.3 You acknowledge and agree that in doing so we may transfer or disclose such information to any associated company or third party wherever located in the world for the purposes of providing services to you under these Terms, but not for direct marketing purposes. Such parties may include those who provide services to us or act as our agents, those to whom we transfer or propose to transfer any of our rights or duties under these Terms and those licensed credit reference agencies or other organizations that help us and others make credit decisions and reduce fraud or in the course of carrying out identity, fraud prevention or credit control checks. You agree that we may transfer information we hold about you to any country which may not have comparable data protection laws, for any of the purposes described in this clause 25.

您確認及同意，我方可根據條款及細則為客戶提供服務而傳遞或披露該等信息給任何地方的關聯公司或第三方，但並非用作任何直接促銷用途。該等第三方可能包括我方的服務提供商或代理人、我方根據本合約條款向其轉讓或打算轉讓我方權利和義務的一方以及特許的信用評級機構或其他協助我方及其他方進行信用決策及減少欺詐或在交易期間進行認證、防止欺詐或信用限制檢查的組織。您同意我方可將所獲取有關您的信息傳遞到任何國家，包括可能尚未制定任何本條款 25 所述目的相關數據保護法的國家。

25.4 You agree that we may disclose information about you to your Attorney for any purpose relating to these Terms.

您同意，我方可按有關本合約條款的任何目的，將您的信息披露予您的代理人。

25.5 If any personal data or sensitive personal data belonging to any of your shareholders, directors, employees, officers, agents or clients is provided to us, you represent to us that each such person is aware of and consents to the use of such data as set out in this clause 25 and you agree to indemnify us against any loss, costs or expenses arising out of any breach of this representation.

如果您向我方提供了您的任何股東、董事、僱員、高級職員、代理人或客戶的任何個人資料或敏感的個人資料，您需向我方申述，每名該等人士知悉並同意根據本條款 25 的規定使用該等資料，且您同意保障我方免於因違反本申述而產生的任何損失、費用或開支。

25.6 In accordance with Part VIA of the Personal Data (Privacy) (Amendment) Ordinance 2012, client's consent (or any explicit indication of no objection) is required for the use of client's personal data in direct marketing. If you intend not to receive any information concerning products and services features, latest promotion, assistance on trading platform and other trading resources, you can exercise your opt-out right in writing.

根據《2012年個人資料(私隱)(修訂)條例》第VIA部的規定，向客戶進行直接促銷時，必須取得客戶的同意(或表示不反對)。如果您不希望收到我們的產品和服務信息、新推廣、交易平台使援助及其他交易信息，您可書面通知KOG以行使不同意此安排的權利。

26. Notices 通知

26.1 All notices shall be in writing and may be served personally at, or by fax, courier or email to, our respective addresses set out in these Terms or such other address as either you or we may give notice of to the other from time to time. You must ensure that at all times we are able to communicate with you by telephone, email or fax.

所有通知均應為書面文件，並由您親自送達或通過傳真、速遞或電子郵件分別傳遞至我方於本合約條款中規定的地址或我方或您不時通告的其他地址。您必須確保我方可不時通過電話、電子郵件或傳真與您取得聯絡。

26.2 Such notice or communication will be deemed effective if in English and Chinese, in writing and delivered: 用英文及中文書寫並以下列方式交付的該通知或通信將視為有效：

- a) in person or by courier, on the date it is delivered;
親自或通過快遞交付之日；
- b) if sent by facsimile, on the date that transmission is received by the recipient;
通過傳真傳遞則於收信人收到傳真之日；
- c) or if sent by registered mail or the equivalent, on the date that mail is delivered; or
或通過掛號信或同級郵件傳遞則為信件交付日；或
- d) if sent by email on the date that email is delivered.
通過電子郵件發送則在郵件交付之日。

27. Intellectual Property 知識產權

27.1 Any Intellectual Property rights in relation to the provision and operation of the Electronic Services and in all material and information used, created and/or supplied by or on behalf of us and in any computer code written by or on behalf of us, shall be owned by us (or our licensors as appropriate).

任何與電子服務的規定和操作、由我方或代表我方使用、產生以及/或提供的所有數據和信息及由我方或代表我方編寫的計算機代碼的相關知識產權均為我方(或適當時，我方的特許人)所有。

27.2 All Financial Market Information is either our property or the property of Third Party Providers and is protected by copyright and other intellectual property laws. You agree not to reproduce, re-transmit or distribute Financial Market Information to anyone without our prior written consent.

所有金融市場信息均為我方或第三方提供者的財產，並受版權或其他知識產權法保護。您同意未經我方事先書面同意不得向任何人複製、轉發或分發金融市場信息。

27.3 If you become aware that any copyright or other Intellectual Property rights owned by us are being, have been or are likely to be infringed, you shall notify us immediately.

如您獲悉我方所有的任何版權或其他知識產權正在、已經或將可能遭受侵害，您應立即通知我方。

28. Risk acknowledgement 風險確認

28.1 You confirm and acknowledge that: 您確認及承諾：

- a) the provision of Electronic Services is dependent upon computer and communication systems which may be susceptible to malfunction and may not be completely reliable or secure;
電子服務是依賴電腦和通訊系統提供，可能易發生故障且不完全可靠或安全；
- b) the combination of password and/or user identification code does not result in any form of security or encryption other than as an initial verification of identity at the time of initial logging-on to the Trading Platform. You accept all risks of interception, corruption or loss in transit of any instructions you send by Electronic Means and we are entitled to rely upon such instructions as they are in fact received by us;
密碼組合以及/或用戶身份識別代碼僅作為交易平台首次登錄時的身份驗證信息，並不提供任何形式的安全保護或加密。您接受通過電子方式發送的任何指示在發送過程中遭受攔截、損壞或損失的風險，而我方有權依據我方所接收到的指示；
- c) you are responsible for acquiring and maintaining the appropriate computer hardware, software, communication

equipment and access to the Trading Platform;

您負責獲取並保護適當的電腦硬件、軟件、通訊設備及交易平台使用權；

- d) we are not responsible for the content of any third party website to which you connect using a hypertext link contained within the Trading Platform or any of our websites;
我方不會就您透過我方的交易平台或任何網站鏈接的第三方網站之內容承擔任何責任；
- e) any profit or loss arising as a result of a fluctuation in the exchange rate and interest affecting the FX in any transaction shall be entirely for the account and risk of you; and
因影響任何外匯合約的外匯匯率及利息波動而產生的任何盈利或虧損，得由您完全承擔責任及風險；以及
- f) you are fully aware of the risk in the sale and/or purchase of FX and all FX Contracts shall be entered into by you upon reliance of your own independent judgment and at the risk of you.
您完全明白買賣外匯的風險，而您訂立的所有外匯合約均根據您自己的判斷而作出，風險由您自行承擔。

29. No Fiduciary Relationship 無受信關係

29.1 You and we acknowledge that neither:
您及我方確認：

- a) the relationship between you and us;
我方與您之間的關係；
- b) the services to be provided under these Terms; nor
本合約條款下所提供的服務；或
- c) any other matter,
任何其它事宜，

gives rise to any fiduciary or equitable duties on our part in favor of you. In particular, there are no duties which would oblige us (or any other Relevant Party) to accept responsibilities more extensive than those set out in these Terms or which would prevent or hinder us (or any other Relevant Party) in carrying out any of the activities contemplated by these Terms.

無一能令我方招致惠及您的任何受信或衡平法責任。特別是，沒有招致責任可強使我方（或任何其他有關一方）承擔相對於本合約條款列出的責任較廣泛的責任及沒有招致責任可阻止或阻撓我方（或任何其他有關一方）執行本合約條款進行的任何活動。

30. KOG's Right to Report KOG 的舉報權利

30.1 Without prejudice to any right or obligation that we may have under the Applicable Regulations, you acknowledge that we may report any activity, suspected trading misconduct, other malpractice or irregularity to Regulator(s), authority(ies) and/or the issuer of the financial product concerned. You shall not challenge any decision to make such report, or attempt to hold us responsible for resulting action against or loss incurred by you. You undertake to provide us with such information as lawfully requested by us within one working day of such request. In the foregoing, "business day" means a day on which we are open for business in Hong Kong. Further, we may in our sole discretion suspend the operation of the Account or decline to act in accordance with any instruction or commitment without incurring any liability whatsoever to you for any claim, loss, proceeding or expense howsoever related to our suspension of the Account or its delay or refusal to act in accordance with any instruction or commitment relating to the Account or these Terms.

在不影響我方在法例下可享有的任何權利或責任的情況下，您確認我方可向一家或多家監管機構、一家或多家主管機構及／或有關金融產品發行者舉報任何活動、懷疑不當交易行為、其他不良行為或不合規事件。您不得質疑作出舉報的任何決定，或嘗試要我方負責您因此而遭受的法律行動或您因此所蒙受的損失。您承諾在我方合法地要求下，在該要求發出一個營業日內向我方提供依照所需數據。“營業日”指我方在香港營業交易的日子。再者，我方可按全權酌情權暫停運作帳戶或拒絕按任何指令或承諾而採取行動，我方暫停運作帳戶或延遲或拒絕關於帳戶或本合約條款的指令或承諾作出行動而產生的任何申索、損失、法律程序或費用，我方概不負責。

31. Assignability 可轉讓性

31.1 The provisions of these Terms shall be binding on and ensure to the benefit of the successors, assigns and personal representatives (where applicable) of each party hereto provided that you may not assign, transfer, charge or otherwise dispose of any of your rights or obligations hereunder without the prior written consent of us. We may assign all or a part only of its rights and obligations under these Terms to any person without the prior consent or approval of you.

本合約條款的條款約束協議各方的繼承人、受讓人及私人代表（視乎何者適用）並使其受益，但是，未經我方事先書面同意，您不得轉讓、轉移、質押或以其他方式處置您在本合約條款內的任何權利或義務。我方可將在本合約條

款內的權利和義務全部或部分地轉讓予任何人士，而事前無須得到您的同意或批准。

32. Anti-Money Laundering and Counter-Terrorist Financing **打擊洗錢及恐怖分子資金籌集**

32.1 The term “money laundering” is defined in the Anti-Money Laundering Ordinance (the “AMLO”) and means an act intended to have the effect of making any property:

打擊洗錢條例界定了“洗錢”一詞的涵義，該詞指出達致下述效果的意圖的行為：

- a) that is the proceeds obtained from the commission of an indictable offence under the laws of Hong Kong, or of any conduct which if it had occurred in Hong Kong would constitute an indictable offence under the laws of Hong Kong; or 屬干犯香港法律所訂可公訴罪行或作出假使在香港發生即屬犯香港法律所訂可公訴罪行的作為而獲取的收益的任何財產，看似並非該等收益；或
- b) that in whole or in part, directly or indirectly, represents such proceeds, not to appear to be or so represent such proceeds.
全部或部分、直接或間接代表該等收益的任何財產，看似不如此代表該等收益。

32.2 The term “terrorist financing” is defined in the AMLO and means:

打擊洗錢條例界定了“恐怖分子資金 籌集”一詞的涵義，該詞指：

- a) the provision or collection, by any means, directly or indirectly, of any property with the intention that the property be used; or knowing that the property will be used, in whole or in part, to commit one or more terrorist acts (whether or not the property is actually so used); or
以任何方法直接或間接地提供或籌集財產：懷有將該財產的全部或部分用於作出一項或多於一項恐怖主義行為的意圖(不論該財產實際上是否有被如此使用)；或知道該財產的全部或部分將會用於作出一項或多於一項恐怖主義行為(不論該財產實際上是否有被如此使用)；或
- b) the making available of any property or financial (or related) services, by any means, directly or indirectly, to or for the benefit of a person knowing that, or being reckless as to whether, the person is a terrorist or terrorist associate; or
明知某人是恐怖分子或與恐怖分子有聯繫者、或罔顧某人是否恐怖分子或是否與恐怖分子有聯繫者，而作出以下行為：以任何方法直接或間接地向該人提供任何財產或金融(或有關的)服務、或為該人的利益，而以任何方法直接或間接地提供該財產或服務；或
- c) the collection of property or solicitation of financial (or related) services, by any means, directly or indirectly, for the benefit of a person knowing that, or being reckless as to whether, the person is a terrorist or terrorist associate.
明知某人是恐怖分子或與恐怖分子有聯繫者、或罔顧某人是否恐怖分子或是否與恐怖分子有聯繫者，而作出以下行為：以任何方法直接或間接地為該人的利益籌集財產或尋求金融(或有關的)服務。

32.3 You consent that we may not perform any obligations or enter into any Transactions under these Terms if we do not satisfy with the your identity details or we have suspicions that may result in any violation subject to the respective laws, rules, regulations and guidelines on anti-money laundering and counter-terrorist financing.

您同意，如我方認為您的身份信息不符合條件或有理由懷疑該信息違反防止洗黑錢及恐怖分子集資相關的法律、規則、規例及指引，我方毋須履行與本合約條款有關的任何義務或進行任何交易活動。

33. FATCA Policies **FATCA 政策**

33.1 We, as a regulated corporation by the SFC, are required to comply based on the Intergovernmental Agreement between the HKSAR and the United States and has taken all reasonable steps to be considered in compliance with FATCA. You acknowledge and accept that the company, as an FFI, is required to disclose or submit information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FACTA and other applicable laws, regulations and codes. We are not required to notify you before or after the disclosure or submission of the information to relevant authorities. You may contact the Company for additional information and/or clarifications prior to the signing of the Application Form.

我方須遵守香港和美國簽訂的跨政府協議，並已採取一切合理的步驟以遵守 FATCA 的合規要求。您確認並接受我方作為海外金融機構，必須根據 FATCA 及其它適用法律、法規和守則的要求向美國相關監管機構披露或提交任何須報告人士的交易信息。我方不會就向相關監管機構披露或提交有關信息的之前或之後向您作出通知。您可在簽署帳戶申請表前聯繫我們以瞭解更多額外信息及/或說明；

33.2 You hereby declare and confirm that the information provided to us is true, complete, and accurate without any misleading material.

您謹此聲明及確認您向我方提供的信息均是真實、完備及準確的，且無任何誤導成分；

33.3 You further undertake that you should promptly notify us (in any event, within 30 days) whenever any of your information provided to us is changed or become untrue, incomplete, inaccurate or misleading and provide us with your updated information. You also agree to indemnify us any losses, damages and expenses arising of any false, fictitious or misleading information regarding your FATCA status for any US tax obligations.

您承諾若您提供給我方的信息在任何時候更改或變得失實、不完備、不準確或具誤導成分，您應儘快通知我方（在任何情況下，30 天內）並提供您的新個人信息。您謹此同意就提供失實、虛假或誤導性信息以隱瞞您的 FATCA 的身份狀況賠償我方任何損失、損害及支出；

33.4 You agree and authorize that we may, at our sole and absolute discretion, withhold such amounts from your trading account as may be required according to FATCA and other applicable laws, regulations and codes to fulfil the tax obligation, if:

您同意並授權當出現以下情況時，我方可按唯一絕對酌情權根據 FATCA 及其它適用法律、法規及守則的要求在您的交易帳戶中預扣相關所需的金額以履行相關的稅務責任：

- a) you do not provide us with appropriate information or documents promptly as required or any information or documents provided are outdated, untrue, inaccurate, incomplete or misleading so that we are not able to ensure the on-going compliance with the requirements under FATCA and other applicable laws, regulations and codes;
您未能及時向我方提供所要求的適當信息或文件，或您所提供的信息或文件不是新的、真實的、準確的、完整的及無誤導成分的以至於我方無法確保我方可以持續地符合 FATCA 及其他相關法律、法規及守則的要求；
- b) your FATCA status is identified as recalcitrant or non-participating FFI;
您的 FATCA 身份狀況被認定為不遵守的人士或不合規的海外金融機構；
- c) there is not any evidence to consider you to be exempted from the withholding requirement under FATCA and other applicable laws, regulations and codes;
沒有任何證據證明您已獲豁免遵守 FATCA 及其他相關法律、法規及守則的有關預扣稅款的規定；
- d) the withholding is required by regulatory or governmental authorities in the relevant jurisdictions;
相關司法轄區內的監管或政府機構要求徵收預扣稅款；
- e) the withholding is necessary for the compliance requirement of FATCA or other applicable laws, regulations and codes;
為符合 FATCA 以及其它適用法律、法規及守則的要求而必須進行預扣稅款安排。

33.5 You acknowledge that you will assist us in any investigation arising of any matter in connection with the requirements under FATCA and other applicable laws, regulations and codes. In such case, we will notify you when we become aware of such investigations, unless prohibited by applicable laws and regulations.

您確認您將為符合 FATCA 及其它適用法律、法規及守則的要求而導致的任何形式的調查給我方提供協助。在此情況下，如我方得知調查的處理程序，我方將通知您，除非適用法律及法規禁止；

33.6 We will keep and use your personal information in compliance with the Personal Data (Privacy) Ordinance and other application policies concerning personal data privacy.

我方將遵守《個人資料（私隱）條例》及其它適用的個人資料私隱政策以保存及使用您的個人資料。

33.7 You shall continue to be bound by this clause 33 in spite of your account termination.

儘管您已終止交易帳戶，您將繼續受本條款 33 約束。

34. General **一般規定**

34.1 These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and the basis on which we will enter into any Transaction with you and supersedes all previous written or oral communications with respect to these Terms.

本合約條款就交易事項制定了完整的協議條款及雙方共識，並為我方與您將達成的任何交易提供依據，以及取代先前所有與本合約條款相關的書面或口頭通訊。

34.2 We may amend these Terms by notice to you at any time. Any such amendment shall take effect from the date specified by us but may not be retrospective or affect any rights or obligations that have already arisen.

我方可隨時修訂本合約條款，並以書面形式通知您。任何上述修訂從我方指定的日期起生效，但可能不得追溯或影響先前已產生的任何權利或義務。

34.3 Notwithstanding clause 34.2 above, we reserve the right from time to time to make such modifications, improvements or additions to the Electronic Services and/or the Electronic Means as we shall deem fit. We shall use reasonable endeavors to give you prior notice of such modifications, improvements or additions.

即使有上述條款 34.2 規定，我方仍得保留權利，隨時對電子服務和/或電子方式作出我方認為合適的修訂、改進或增訂。我方應盡合理的努力，在作出該等修訂、改進或增訂之前事先通知您。

- 34.4 No failure on the part of any party to exercise, and no delay on its part in exercising, any right or remedy under these Terms shall operate as a waiver of such right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
任何一方未行使或延遲行使其依據本合約條款之任何權利或補救措施，不得以棄權論，而只行使任何一項或部分權利或補救措施，亦不因此禁止任何其他或進一步行使該權利或補救措施，或行使任何其他權利或補救措施。
- 34.5 If any provision of these Terms shall be held to be void, invalid or unenforceable the same shall be deemed to be deleted to the extent necessary to cure such voidness, invalidity or unenforceability and all other provisions of these Terms shall remain in full force and effect.
如果本合約條款之任何條文被裁定無效、非法或不可執行，應視其被取消直至能夠補救該無效、非法或不可執行性的必要程度，且本合約條文之其他條款仍然具有完全的效力和作用。
- 34.6 The rights and remedies in these Terms and the indemnities contained in clause 22 are cumulative and not exclusive of any rights or remedies provided by law.
本合約條款包含之權利和補救以及條款 22 中所述之賠償均為累計責任，不排除法律規定之任何權利和補救措施。
- 34.7 Unless otherwise permitted by any Applicable Regulations, nothing in these Terms shall be taken to exclude or restrict our obligations under any Applicable Regulations. We shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with any Applicable Regulations and such actions shall be binding on you and shall not render us or any of our directors, officers, employees or agents liable.
除非任何適用法規另行准許，否則本合約條款中之任何規定均不得排除或限制我方基於任何適用法規之義務。我方有權採取任何我方認為必要之行動以確保遵守任何適用法規，且該行動對您具有約束力，而我方或我方之任何董事、高級職員、雇員或代理對此概不負責。
- 34.8 Time is of the essence in respect of any of your obligations under these Terms.
時間是有關您根據本合約條款履行任何義務之要素。
- 34.9 Subject to any restrictions contained in these Terms, you agree that we (including our employees or representatives) shall be entitled to telephone you without express invitation (or make other Unsolicited Real Time Financial Promotions) during normal business hours (or such other times as may be convenient) if we consider it appropriate.
受本合約條款中之任何限制規定，您同意若我方認為合適，我方（包括我方之雇員或代表）有權於正常營業時間（或其他我方認為方便之時間），在未受明確邀約之情況下致電您（或進行其他主動提供之實時金融推廣活動）。
- 34.10 You consent that, without prior notice from us when we execute sell or buy orders on behalf of you, we or our directors, employees and/or representatives may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the SFO or the constitution, rules, regulations, customs, usages, ruling, and interpretations then extant or in force of the market upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any Applicable Regulations lawfully promulgated by such market or other statutory body.
您同意，在我方並無作出事先通知之情況下，當我方代表您執行買賣指示時，我方或其董事、僱員及／或代表可代該等人士擁有直接或間接權益之帳戶進行買賣，惟須受制於所載之限制及條件（如有）或現已於執行買賣指示之市場內存在或生效之章程、規則、規例、慣例、習慣、判決或詮釋，及受制於該市場或其他法定機構依法公佈之任何適用法例所載之限制及條件（如有）。
- 34.11 You may be affected by any curtailment of, or restriction on, the capacity of us to deal in respect of open positions as a result of action taken by SFC under the SFO or for any other reason, and that in such circumstances, you may be required to reduce or close out the open positions with us.
您可能因證監會根據條例或其他理由而削減或限制我方於未平倉合約之買賣能力所影響，而在此情況下，您可能需削減或清算於我方持有之未平倉合約。
- 34.12 We shall provide you with contract specifications, a full explanation of Margin policies and the circumstances under which your positions in any FX Contract may be closed out without your consent.
我方須向您提供合約細則、全面解釋保證金政策及您於任何外匯合約之持倉狀況可在毋須客戶之同意下平倉之情況。
- 34.13 All formal complaints should in the first instance be made in writing to us: Compliance Department, KOG Forex Limited, Unit 3203, 32/F, Excel Centre, 483A Castle Peak Road, Lai Chi Kok, Kowloon, Hong Kong and marked for the attention of our Compliance Officer.
所有正式投訴應在第一時間書以面通知我方國之匯有限公司合規部，地址為：香港九龍荔枝角青山道 483A 號卓匯中心 32 樓 3203 室。請註明收件人為我方之合規主任。
- 34.14 You may not without our prior written consent transfer these Terms or any interest or obligation in or under these Terms and any purported transfer without such consent shall be null and void.

在未經我方事先書面同意的情况下，您不得轉讓根據本合約條款或其中的任何利益或義務，任何據稱的未經同意的轉讓均為無效。

34.15 Where the Client consists of more than one person:

當客戶包括多於一位人士時：

- a) The liability and obligations of each of them shall be joint and several and references to you shall be construed, as the context requires, to any or each of you;
各人的法律責任和義務均是共同及個別的，述及您們的地方，依內文要求，必須理解為指稱您們任何人士或每位人士而言；
- b) we shall be entitled to, but shall not be obliged to, act on instructions or requests from any of you;
我方有權但無義務按照您們任何一位的指示或請求行事；
- c) each of you shall be bound though any other client or any other person intended to be bound is not, for whatever reason, so bound; and
即使任何原本要受約束的其他客戶或其他人士基於任何原因而未被約束，您們每一位均受約束；及
- d) we shall be entitled to deal separately with any of you on any matter including the discharge of any liability to any extent without affecting the liability of any others.
我方有權個別地與您們的任何一位處理任何事情，包括在任何程度上解除任何法律責任，但不會影響其他任何一位的法律責任。
- e) we shall have the authority to require joint action by the parties of the account in matters of the account.
我方有權要求各共同帳戶所有人就帳戶的事直採取聯合行動。
- f) We shall have possession over the security of the account individually or jointly. If a death occurs to one or more of the tenants, we shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account. Each of you is presumed to have equal share.
我方擁有對個人或共同帳戶的安全控制權。如果共同帳戶的一名或多名所有人死亡，應以書面形式通知我方並出示死亡證明。所有截至通知日的費用將從帳戶中扣減，假定您們每一位擁有平等份額。

34.16 If you are a partnership or more than one person, any liability arising under these Terms shall be deemed to be the joint and several liabilities of the partners in the firm or of such persons as aforesaid. These Terms shall not be terminated or prejudiced or affected by any change in the constitution of such firm or by the death of any one or more of such persons but in the event of any such death notice of termination shall be given by the survivor or survivors of such persons or the personal representatives of any such persons who have died.

如果您為合夥人或涉及多個團體或個人，則因本合約條款產生的任何責任應被視為公司合夥人或上述團體或個人的連帶責任。該公司構成的任何改動或任何一個或多個成員的死亡，均不得終止或損害或影響本合約條款，除非尚在世者或團體內的尚在世者發出過任何該死亡終止的通知。

34.17 You (i) consent to the recording of the telephone conversations in connection with these Terms, any potential Transaction or Transaction and (ii) agree to obtain any necessary consent of, and give notice of such recording to, such of your personnel as may be necessary. You further agree that any such recording may be submitted in evidence to any court or in any legal proceeding for any purpose relating to any Transaction or these Terms.

您(i)同意對與本合約條款、任何潛在交易或交易的電話通話進行錄音；以及(ii)同意為該錄音向您所需的人員取得任何所需的同意及發出該錄音通知。您進一步同意，任何該等錄音可為任何與交易或本合約條款相關的任何用途在任何法庭或任何法律訴訟中呈交作證。

34.18 We shall have absolute rights to amend, delete or substitute any of the Terms herein or add new provisions to these Terms. The revised Terms will be posted at our website at www.kogforex.com. You should visit the website from time to time for obtaining the latest Terms.

我方有絕對權利不時修訂、刪除或取替本合約條款內的任何條款或增加新條款，並把修訂通知及修改後之本協議刊載於我方的網站 www.kogforex.com。而您需不時登入我方網站以獲得新的合約條款。

35. Governing law and jurisdiction

准據法及管轄權

35.1 The provisions of these Terms shall be governed by the laws of Hong Kong.

本合約條款的條文受香港法律管轄。

35.2 These Terms and its enforcement, all FX Contracts and FX Transactions and all rights, obligations and liabilities thereunder shall be governed and construed in accordance with the laws of Hong Kong. These Terms and its enforcement, all FX Contracts and FX Transactions and all rights, obligations and liabilities thereunder shall inure to the benefit of, and bind KOG, KOG's successors and assigns, whether by merger, consolidation or otherwise, as well as Clients and the heirs, executors, administrators, legatees, successors, personal representatives and permitted assigns of Clients.

本合約條款及其執行、所有外匯合約及外匯交易及其下的一切權利、義務及責任須受香港法例所規管，並適用於及用以約束我方和我方的繼任公司及受讓人（無論以合併、綜合或其他方式組成），以及客戶的後嗣、遺囑執行人、遺產管理人、受遺贈人、繼承人、遺產代理人及受讓人。

35.3 You agree for our exclusive benefit that the courts of Hong Kong are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms. Nothing contained in this clause 35 shall limit our right to take proceedings against you in any other court of competent jurisdiction.

您同意為我方專有利益，香港法院具有解決與本合約條款有關的任何爭議的專有管轄權。條款 35 的任何規定均不限制我方在其他任何具有有效管轄權的法院對貴方提出訴訟的權利。

35.4 In relation to any dispute between KOG and the Client, KOG shall, if the Client so requires, agree to refer the dispute to arbitration in accordance with the Securities and Futures (Leverage Foreign Exchange Trading – Arbitration) Rules.

當 KOG 與客戶出現任何爭議，在客戶要求下，KOG 同意根據條例（槓桿式外匯交易（仲裁）規則）將爭議提交仲裁。

36. Distance marketing information 遠距營銷信息

36.1 In order to comply with Applicable Regulations relating to distance marketing, these Terms will be subject to the following extra provisions:

為遵守適用法規有關遠距營銷的規定，本合約條款需遵守下列附加規定：

- a) Our main business is dealing in FX. Our address is Unit 3203, 32/F, Excel Centre, 483A Castle Peak Road, Lai Chi Kok, Kowloon, Hong Kong.
我方主營業務為外匯合約交易，我方地址為香港九龍荔枝角青山道 483A 號卓匯中心 32 樓 3203 室。
- b) In addition to our charges, please note that other taxes and costs may exist that are not paid through or imposed by us.
除了我方將收取的費用外，可能存在其他並非經由我方支付或徵收的稅款及費用。
- c) There are no specific additional costs for you, which are charged by us, as a result of you entering into contracts without meeting one of our representatives.
不存在因您未與我方某一代表當面訂立合約而致使我方向您徵收的額外費用。
- d) Prior to entering into these Terms, the laws of Hong Kong will be the basis of the establishment of our relationship with you.
在訂立本合約條款之前，香港法律是我方與您建立關係的基礎。
- e) If you do not exercise your rights to cancel these Terms immediately, you will still be entitled to exercise your rights to cancel at any time in the future provided that you have no outstanding open position.
如您未立即行使權利取消本合約條款，在您沒有任何未平倉合約的前提下，您有權在將來的任何時候行使該權利。

SCHEDULE 1

附表1

MARGIN DEPOSIT, WITHDRAWAL AND TRADING PROCEDURES

保證金存取及交易程序

The following provisions shall constitute an integral part of, and shall be deemed to be incorporated into, the Terms.

下列規定應構成本合約條款的一個完整部分，並應視為已納入本合約條款。

All Transactions conducted in your account with us shall be in accordance with the following provisions of margin deposit, withdrawal and trading policies, unless and to the extent that we specifically waive their applicability in any particular case, and subject to the Terms. We reserve the right, at any time, in our absolute discretion to modify or amend any or all of the provisions of this Schedule. All terms used unless otherwise stated shall bear the same meanings ascribed to them in the Terms.

您的帳戶與我方進行的所有交易，應按照下述保證金存取及交易政策的規定進行，除非我方在任何特定情況下明確放棄使用這些規定及受本合約條款規限。我方保留隨時行使絕對酌情權修改或變更本附表中的任何或所有規定。除非另有說明，否則所有使用的專門名詞應為本合約條款中規定的含義。

1. Margin deposits 保證金存款

1.1 Margin deposits may be made in US Dollars, Hong Kong Dollars or such other currency as we may agree with you.
可存入美元、港元或其他我方同意的其他貨幣作保證金存款。

1.2 Wire transfers, Cheques, Bank transfer are acceptable payment methods for margin deposits made in connection with opening new accounts. No trading can be executed in a new account prior to funds being confirmed by our bank as having been received and cleared.
開立新帳戶的客戶可以通過電匯、支票、銀行轉帳的付款方式存入保證金。在我方銀行確認接收資金及結算之前，新帳戶不可進行任何交易。

1.3 Wire transfers will normally be credited to client accounts prior to close of business on the day of clearing. Funds will be made available and booked into client account the next day during office hour if the bank transfer is processed after 4pm. Cheques will be credited upon clearing, please allow up to three weeks for overseas cheques to clear.
電匯轉帳通常在結算日營業時間結束前存入客戶帳戶。如果客戶的銀行轉帳在下午 4 點之後發生，則該款項須待第二天辦公時間後方會存入客戶帳戶中。支票則在結算後會存入客戶帳戶，海外支票則需容許長達三週的時間進行結算。

1.4 Client should be notified that pre-approval by us is required together with solid & written explanation of the reasons and source of fund if the fund is to be made from cash or a third party. We reserve the right to accept or reject such application.
若匯款是經由現金或第三方，客戶須預先提供一份書面理由及該款項的來源，待我方研究和審核。我方保留接受或拒絕該等申請的權利。

1.5 We will not pay or charge interest on client's collateral placed with us unless otherwise arranged and agreed.
除非另外安排及協議，我方不會向客戶存放的保證金支付或收取利息。

2. Margin withdrawals 保證金提取

2.1 Margin withdrawal requests will be accepted to the extent of the available credit balance in the account in excess of the then applicable Margin requirement for the account.
帳戶的現有結餘額超過該帳戶適用的保證金要求時，提取保證金要求將被接納。

2.2 All distributions of withdrawn margin funds will be made in the form of US Dollars, Hong Kong Dollars or such other currency as we may agree with you. Distributions will normally be made within seven Business Days of acceptance by us of a withdrawal request.
我方將以美元、港元或其他我方同意的貨幣分發提取保證金。提取保證金要求一般將會在我方接納提款申請的7個營業日內完成。

2.3 We reserves the right to return the fund back to the source of deposit and deduct any bank charges or admin fees from the fund.
我方保留將資金退回至資金來源的權利及在資金中扣除任何銀行收費或行政費用。

2.4 We cannot guarantee certain types of withdrawal options.
我方不能保證某些類型的提款選項。

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用，如與英文有任何歧異，概以英文為準。

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2.5 Client should be notified that pre-approval by us is required together with sufficient information and supporting documents if the fund is to be made to a third party. We reserve the right to accept or reject such application.

若匯款到第三方，客戶須預先提交充足資料及證明經由我方研究和審核。我方保留接受或拒絕該等申請的權利。

3. Margin policy 保證金政策

3.1 See Section “II. Margin Policy” of the Contract Specifications for details.

請查閱我方合約細則中的“II. 保證金政策”以獲取詳細資訊。

4. Trading specifications and procedures 交易細則及程序

4.1 See Section “III. Trading Specifications” of the Contract Specifications for details.

請查閱我方合約細則中的“III. 交易細則”以獲取詳細資訊。

4.2 Limit/Stop order price will only be accepted when the price is in certain extent away from the current market price. In general, 10 pips extension is applied but it may also vary depending on different market conditions.

限價/倒限價指示的定價必須與市場現價相隔一定距離。一般而言，最少距離為10 點子，但實際數值亦會因當時市場情況而變更。

4.3 Client cancellations of limit orders can be effected only when the order has not yet been executed and the cancellation request has been confirmed.

只有限價指示仍未被執行，且客戶取消的交易指示已被確認，客戶取消的限價指示方為有效。

4.4 Slippage is the difference between the order price and the actual price of execution. Slippage may occur when volatility is significant due to the release of major financial and economic data and other special fundamental events.

滑點是訂單價格和成交價格之間的差額。當主要金融和經濟數據和其他特別事件的發表而導致市場大幅波動時，滑點有可能發生。

4.5 We will accept orders for, and execute Transactions only during open trading hours of the specific currency pair.

我方只在指定貨幣組合的交易時間內接受並執行交易。

4.6 We reserve the right, for any reason or for no reason at all, in its sole and absolute discretion, to refuse or reject any FX Transaction orders placed for any account.

我方有權以任何理由或毋須理由，全權酌情決定不接納或拒絕任何帳戶的外匯交易指示。

4.7 We reserve the right, in our sole and absolute discretion, to rescind any Transaction where the price quoted or executed was quoted in error, whether due to human factor or as a result of a technical problem.

我方有權依絕對酌情權撤銷任何報價或執行價格錯誤的交易，不管該錯誤是出於人為因素或是技術問題所致。

SCHEDULE 2

附表2

ORDER EXECUTION POLICY

訂單執行政策

1. Introduction 導言

- 1.1 This Order Execution Policy explains how KOG Forex Limited will execute trades or orders placed by clients. It should be read in conjunction with our Terms and Conditions of Business (“Terms”) but it does not form part of those Terms.
本訂單執行政策闡明國之匯有限公司將如何執行交易或客戶訂單，本政策應與我方的合約條款一併閱讀，但本政策並不構成該合約條款的一部分。

2. Execution services 執行服務

- 2.1 We provide execution services in Leveraged Foreign Exchange Trading (“FX”). Orders must ordinarily be placed using our Trading Platform.
我方提供槓桿式外匯交易（“外匯”）執行服務，訂單必須通過我方的交易平台下達。
- 2.2 We act as counterparty to clients' trades and will be the execution venue where orders are executed.
我方作為客戶交易的對手方，並為交易訂單的執行地點。

3. Execution factors 執行因素

- 3.1 We are required to take several factors such as price, costs, size, speed, likelihood of execution and settlement into consideration when executing client orders. We will exercise our judgement in balancing the execution factors in seeking to obtain the best possible results for clients on a consistent basis.
在執行客戶訂單時，我方需要考慮多方面因素如價格、費用、交易規模、執行和結算速度及可能性。我方將運用判斷力以平衡相關的執行因素，力求在一致性的基礎上為客戶取得最佳可能結果。

4. Price 價格

- 4.1 The latest prices for all instruments we offer are available on our Trading Platform. All of our prices are live quotes, which means that, provided a client has sufficient margin in their account, we will ordinarily accept an order at the price shown on our Trading Platform, although a trade should not be regarded as having been executed until we have confirmed that is the case.
我方交易平台提供所有交易產品的新價格，所有價格均為實時報價，只要客戶的帳戶中存有足夠的保證金，我方將按交易平台顯示的價格接受下單，儘管我方未確定交易已被執行前，該交易不得視為已執行交易。
- 4.2 In the unlikely event that the quoted price is quoted in error and such price is executed upon, we reserve the right to rescind the order. A price will be deemed to be quoted in error if it is different from the price that we would normally have quoted at the time when you requested it, taking into account all relevant factors. We have access to several data sources to determine a market price. For FX, it will typically be from nominated wholesale market participants.
萬一所報價格發生錯誤且下單已按該價格被執行，我方保留撤銷該訂單的權力。在考慮所有相關因素後，如果您查詢時的價格不同於我們在通常情況下作出的的報價，該價格將被視為錯誤報價。我方能夠從多個數據源決定市場價格，以外匯為例，數據源通常來自指定的批發市場參與者。

5. Costs 費用

- 5.1 The following costs may be payable by clients in relation to their orders:
客戶可能需要按其下單支付的費用，包括：
- commissions may be charged on the opening and closing of a position, some or all of which may be paid to Account Executives;
對未平倉交易和平倉交易收取的佣金，部分或全部將支付予仲介代理人；
 - interest may be charged to a client on one half of an open FX position and paid by the same client in respect of the other half, which may result in the client being charged net interest depending on the rates of interest for the respective currencies and which currency the client is long in;
持有一半未平倉外匯交易收取的利息，另一半亦由同一客戶支付，這可能導致客戶須根據貨幣利率及持有的長倉部位貨幣利率支付淨利息；
 - the spread will vary between products.

買賣價差因產品而異。

5.2 Other costs such as administration fee may be incurred and payable by clients in relation to the account management.
客戶可能需要按帳戶管理衍生及支付其他費用，例如行政費用。

5.3 We have the right to withdraw from time to time the amount of abovementioned costs from clients' trading accounts.
我方有權不時從客戶交易帳戶中提取上述費用金額。

6. Size 交易規模

6.1 We set a maximum and minimum size for instruments that we trade.
我方訂立了交易規模的上下限。

7. Speed 速度

7.1 We aim to ensure that the market impact of a particular trade is taken into consideration. Delays may have an adverse impact on price but we have to balance this with market impact which, particularly in relation to very large or ongoing orders, may reduce the likelihood of execution and/or affect the price.

我方致力確保考慮到某一特定交易對市場的影響，交易延遲可能對價格構成不利的影響，但我方不得不使其與市場影響作出平衡，尤其在出現大量或不間斷的訂單時，可能會降低執行交易的可能性和/或影響價格。

8. Likelihood of execution and settlement 執行和結算可能性

8.1 We will always be the principal to clients' trades and therefore we are the execution venue. Provided a client has sufficient margin in the account we will ordinarily execute the order at the price shown on our Trading Platform. If we have begun to work a client's order in the external market and have started to execute trades, the client will not be able to cancel the whole order. The client may ask us to remove any unfilled part of the order but the client will not be released from the original obligation until we have confirmed that is the case.

我方將一直是客戶交易的主事人，因此我方也是交易的執行地點。只要客戶的帳戶中有足夠的保證金，我方將會按照交易平台顯示的價格執行訂單。若我方已開始在國外市場執行客戶訂單且已經開始執行交易，客戶將無法取消整個訂單。客戶可要求我方取消訂單中任何尚未完成的部分，但未經我方確認，客戶將無法解除自身原先的義務。

8.2 Most trades will be automatically priced and executed by our Trading Platform. However, depending on factors such as unusual market conditions or the size and nature of a client's order, a trading product may be wholly or partly manually priced and/or an order be manually executed. During times of high demand manual pricing and/or execution may cause delays in processing client orders which in turn can have an impact on whether we are able to execute orders and, if we are, the price at which they are executed.

大部分交易將由我方的交易平台自動定價並自動執行。然而，根據諸如異常市場情況或客戶訂單的規模和性質等因素，某些交易產品可能完全或部分經由人工定價和/或訂單經由人工執行。在大量需求人工定價和/或執行時，處理客戶訂單可能被延遲，這樣可能對我方能否執行訂單構成影響，而若我方能執行交易訂單，可能對交易執行價格構成影響。

9. Specific instructions 特定指示

9.1 Where a client gives us specific instructions as to the execution of an order, those instructions will take precedence over this Order Execution Policy which may prevent us from taking the steps we would otherwise take to obtain the best possible result for the client in respect of any element of the transaction covered by the instructions.

一旦客戶給我方提供了執行外匯現貨訂單的特定指示，這些指示將較本訂單執行政策獲優先處理。因為客戶的特定指示可能包含該交易的任何要素，可能會妨礙我方原本將為客戶執行交易取得可能的佳效益所採取的措施。

9.2 On most markets that we provide, we may (subject to our Terms) accept an order from a client to execute a trade at such time as our price of the relevant market has risen or fallen to an order price specified by the client. Orders are often attached to open positions, either to be triggered in the event of an adverse market move, in which case they are known as stop-loss orders, or to be triggered by a favourable market move to allow profits to be taken. These orders are triggered for execution based upon our price. A sell order will be triggered if our bid price reaches or falls below the specified order price; a buy order will be triggered if our offer price reaches or rises above the specified order price.

在我方提供的大多數外匯現貨市場上，當相關市場的價格上漲或下降至客戶設定的特定價格時，我方可能（根據我方的合約條款）接受客戶的訂單並執行交易。這些訂單通常附加於未平倉部位，在市場朝著與部位不利的方向發展時下達的訂單稱為止損單，當市場朝著有利方向發展時下單則為了獲取利潤。這些訂單根據我方的價格執行。若我方出價達到或降至特定訂單價格之下，將會發出賣出指令；若我方出價達到或漲至特定訂單價格之上，將會發出買入指令。

SCHEDULE 3

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用，如與英文有任何歧異，概以英文為準。

v202301

附表3

FX 外匯

1. Scope 範圍

- 1.1 The provisions in this Schedule apply to Transactions in FX.
本附表中的規定適用於外匯交易。
- 1.2 You should be aware that the product information contained in this Schedule is not necessarily a comprehensive description of all aspects of the product.
您應知悉本附表包含的產品信息未必是對產品各方面的全面描述。

2. FX 外匯

- 2.1 FX refers to currencies, currency options contracts and contracts for the future delivery, or otherwise relating to, foreign currencies accepted by KOG to be traded from time to time,
外匯指 KOG 不時接納進行買賣的貨幣、貨幣期權或遠期合約及遠期交收合約或其他有關外幣的合約。

3. FX Spot 外匯現貨合約

- 3.1 In respect of every Transaction made between us we shall act as principal with you.
對於我方與您之間的每一筆交易，我方都會作為主事方與您進行交易。
- 3.2 Transactions in FX involve you taking a position with regard to what you consider the price of one currency will be against the price of another currency in the future. In order to do this you will trade in a currency pair with us, for example Euro/US Dollar (EUR/USD) or US Dollar/Japanese Yen (USD/JPY).
外匯交易涉及您認為一種貨幣的價值相對於另一種貨幣價值的未來比率，並據此建立部位。為了進行此交易，您將與我方以貨幣組合進行交易，例如歐元/美元（EUR/USD）或美元/日元（USD/JPY）。
- 3.3 Currency pairings are expressed as two codes usually separated by a division symbol (for example, GBP/USD), the first representing the “base currency” and the other the “secondary currency”. The price quoted is the value of the secondary currency expressed in terms of one unit of the base currency. For example GBP/USD = 1.5526 denotes that one unit of sterling (the base currency) can be exchanged for 1.5526 US dollars (the secondary currency). The prices that we quote for each currency pair are normally labelled as the “Bid Price” and the “Offer Price”.
貨幣組合通常是以一個分隔符分開兩個代碼表示（例如，GBP/USD），前者為“基準貨幣”，後者則為“第二貨幣”。所報價格是以一個單位的基準貨幣計算第二貨幣的價值。例如，GBP/USD = 1.5526 表示一個單位的英鎊（基準貨幣）可以兌換 1.5526 單位的美金（第二貨幣）。我方為每對貨幣組合所報的價格通常被稱為“買價”和“賣價”。
- 3.4 The Bid Price is the price that we will pay you in the secondary currency for the position in the base currency. The Offer Price is the price you will pay us in the secondary currency for the position in the base currency. The Bid Price will always be less than the Offer Price. The difference between the Bid and the Offer price is known as the “Spread”.
買價是我方基於基準貨幣的部位以第二貨幣支付予您的價格，賣價則是您基於基準貨幣的部位以第二貨幣付予我方的價格。買價總是低於賣價，買價和賣價之間的差異被稱作“價差”。
- 3.5 You can take a view on the price of the base currency increasing by “Going Long” or you can take a view on the price of the base currency decreasing by “Going Short”. For example, if you consider that the price of Sterling will increase against the price of the US Dollar you will decide to take a position with us where you will Go Long (or buy) GBP/USD. If, by contrast, you consider that the price of Sterling will drop against the price of the US Dollar you will decide to take a position with us whereby you Go Short or sell GBP/USD.
您可通過“買漲”看漲基準貨幣價格、或可通過“賣空”看跌基準貨幣價格。例如，若您認為英鎊價格相對於美元價格將會上漲，您將與我方建立買漲（或買入）GBP/USD 部位。相反，若您認為英鎊價值相對於美元價值將會下跌，您將決定與我方建立賣空或賣出 GBP/USD 部位。
- 3.6 If you were Going Long, the opening price of the currency pair would be fixed at our Offer Price. If our Bid Price at the end of the contract is greater than our Offer Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the number of units of the base currency by the difference between the opening Offer Price and the closing Bid Price of the currency pair. However, if the Bid Price for the currency pair at the end of the contract does not exceed the Offer Price for the currency pair at the commencement of the contract you will be required to pay us a sum calculated by multiplying the number of units of the base currency by the difference between the

opening Offer Price and the closing Bid Price of the currency pair. Regardless of how the price of the currency pair moves you will also be required to pay us applicable commission charges (which you will be notified about separately), and TomNext financing charges (see section 7).

若您選擇買漲，貨幣組合的開盤價將定為我方的賣價。若在合約結束時我方的買價高於合約開始時的賣價，在扣相關費用後，您將獲得的款項為基準貨幣單位數目乘以貨幣組合的開倉賣價與平倉買價的差額。然而，若在合約結束時貨幣組合的買價沒有超過合約開始時貨幣組合的賣價，則您須向我方支付一筆款項，即基準貨幣單位數目乘以貨幣對開倉賣價與平倉買價的差額。不管貨幣組合的價值如何變動，您將要向我方支付相關利息、收費、佣金（將會另行通知您）以及 TomNext 融資費用（見第 7 部分）。

- 3.7 If however you were Going Short, the opening price of the currency pair would be fixed at our Bid Price. If the Offer Price of the currency pair at the end of the contract is less than the Bid Price at the commencement of the contract then, subject to the deduction of applicable charges, you will receive a sum calculated by multiplying the number of units of the base currency by the difference between the opening Bid Price and the closing Offer Price of the currency pair. However, if the Offer Price for the currency pair at the end of the contract exceeds the Bid Price for the currency pair at the commencement of the contract you will be required to pay us a sum calculated by multiplying the number of units of the base currency by the difference between the opening Bid Price and the closing Offer Price of the currency pair. Again, regardless of how the price of the currency pair moves you will also be required to pay us applicable commission charges (which you will be notified about separately), and TomNext financing charges (see section 7).

然而若您選擇賣空，貨幣組合的開盤價將定為我方的買價。若在合約結束時貨幣組合的賣價低於合約開始時的買價，在扣相關費用後，您將獲得的款項為基準貨幣單位數目乘以貨幣組合的開倉買價與平倉賣價的差額。然而，若在合約結束時貨幣組合的賣價超過合約開始時貨幣組合的買價，則您須向我方支付一筆款項，即以基準貨幣單位數目乘貨幣組合開倉買價與平倉賣價的差額。不管貨幣組合的價值如何變動，您將要向我方支付相關利息、收費、佣金（將會另行通知您）以及 TomNext 融資費用（見第 7 部分）。

- 3.8 Our Transactions in FX with you will normally constitute a spot transaction in respect of currency pair exchange rates unless we agree expressly that delivery of the relevant currencies is contemplated in a particular Transaction. For spot transactions, we will automatically roll clients' positions over every day until they are closed out and delivery will not normally occur unless we agree expressly that delivery of the relevant currency will occur in relation to a particular Transaction. If delivery of the currency does occur you will be liable to make or to receive delivery of the currency and to pay for all associated costs.

除非我方明確同意在特定交易中交割相關貨幣，否則我方與您的外匯交易通常將構成貨幣組合匯率的現貨交易。現貨交易作為對客戶提供的其中一項服務，我方將每天自動為客戶部位轉倉直至平倉為止，且除非我方明確同意就某個特定交易交割相關貨幣，否則貨幣交割將不能正常進行。若貨幣交割確實發生，您有責任自行交割或接受貨幣並支付所有相關費用。

- 3.9 Whenever any Transaction is entered into to close out any existing Transaction, then the obligations of each of us under both sets of Transactions shall automatically and immediately be terminated upon entering into the second Transaction, except for any settlement difference payment due in respect of such closed out Transactions.

無論何時訂立任何交易以對任何現有交易進行平倉，我方與您各自承擔的義務應在訂立第二筆交易時立即自動終止，但支付此類以平倉交易的任何結算差額款項的義務除外。

- 3.10 We shall make reference to the bid and offer prices as from time to time quoted and disseminated to the public, or to subscribers, by any reputable financial information services organization at our sole discretion in choosing the prices for the purposes of marking to market your open positions or closing out.

依我方絕對酌情權參照任何有信譽的財經信息服務機構，不時向公眾或用戶所報及公佈的買入及賣出價，以選取與您的未平倉合約與市場對價或進行平倉的價格。

- 3.11 We shall determine the interest rates for calculating your interest income and expenses by reference to the prevailing interest rates quoted by major participants or bankers in the market of FX transaction.

我方將參照外匯交易市場的主要參與者或銀行所報的通行利率，計算您的利息收入及支出。

4. FX Option 外匯期權合約

- 4.1 An FX Option is a type of derivative used in FX trading and is a contract between a buyer and seller that gives the buyer of the FX Option the right but not the obligation to exchange money denominated in one currency into another currency at a pre-agreed exchange rate on a specified date. At KOG, you will only be able to sell option and receive premium from us.

外匯期權是外匯交易其中一種衍生產品，並涉及買賣雙方的合約。合約賦予買方權利而非責任，於合約釐定的某個指定日期以約定的價格把一種貨幣兌換成另一種貨幣。KOG只提供賣出期權的交易服務。您可透過賣出期權而獲取期權金。

- 4.2 In respect of every Transaction made between us we shall act as principal with you.

對於我方與您之間的每一筆交易，我方都會作為主事方與您進行交易。

4.3 Important FX Option Terminologies includes but not limited to:

有關外匯期權的重要術語，包括但不限於以下：

4.3.1 American and European Style Options - As opposed to American style options which can be exercised at any time at or before expiry, European style options can only be exercised at expiry. Options traded at KOG are European style options.

美式及歐式期權 - 相對於可以在到期前任何時間內均可被行使的美式期權，歐式期權只可以於到期時被行使。KOG 只提供歐式期權交易服務。

4.3.2 Call & Put Options - A call option gives the option buyer the right but not the obligation to buy a currency at a specified price. A put option gives the option buyer the right but not the obligation to sell a currency at a specified price.

認購及認沽期權 - 認購期權賦予買方權利而並非責任以某指定價格買入某貨幣。認沽期權賦予買方權利而並非責任以某指定價格買入賣出某貨幣。

4.3.3 Delivery Type - You will be able to choose either cash or position as the type of delivery upon entering into an FX Option contract.

交割方式 - 您可於訂立外匯期權合約時選擇以現金或現貨的方式進行交割。

4.3.4 Exercise Price - The exercise price or strike price is the pre-agreed exchange rate at which one currency will be exchanged for another currency if the option is exercised. The level of the strike price relative to the spot price will affect the value of the option.

行使價 - 行使價或履約價是指期權被行使時一種貨幣兌換成另一種貨幣的約定價格。行使價與現貨價格的差距將會影響期權的價值。

4.3.5 Expiry Date - The expiry date is the day on which the option may be exercised by the option buyer.

到期日 - 到期日是指期權買方可以行使期權的日期。

4.3.6 Fixing Time - The fixing time is a set time when the prices of currencies are fixed. Such fixing prices will be used to determine whether expiring options are to be exercised. The fixing time for all FX Options traded at KOG is 14:00 HKT. The actual fixing time and fixing rate may be varied due to different factors. The fixing time or fixing rate is subject to KOG's final interpretation.

定盤時間 - 定盤時間是指貨幣價格被定價的指定時間。有關定盤價將會用作決定期權到期時會否被行使。所有於 KOG 交易的外匯期權的定盤時間為香港時間 14:00。然而實際定盤時間及定盤價格可因不同因素而出現差異。本公司擁有定盤時間或價格的最終解釋權。

4.3.8 Market Volatility - Market volatility refers to the price behavior of a currency. In general, the more volatile a currency, the higher the option price because, theoretically, it has a better chance of expiring in-the-money.

市場波動性 - 市場波動性反映貨幣價格變化的幅度。一般而言，貨幣價格的波幅越大，理論上該貨幣的期權於價內到期的機會亦會越大，期權價格因而越高。

4.3.9 Moneyness - Option moneyness is the relative position of the spot price relative to the strike price. An option is said to be "in-the-money" if it would be exercised or "out-of-the-money" if it would not be exercised assuming the option were to expire now.

價值狀況 - 期權價值狀況是指現貨價距離行使價的水平。假設期權即時到期，「價內期權」會被行使而「價外期權」則不會被行使。

4.3.10 Premium - The premium is the cost or price of the option. It is the amount the option buyer must pay to the option seller in order to acquire the right of the option.

期權金 - 期權金是期權的價格或成本。期權金為期權買方支付給期權賣方，以獲得期權的權利的金額。

4.3.11 Spot Price - As the spot price increases, the value of a call option increases as it becomes more likely that it will be exercised at expiry. In contrast, a put option decreases in value, as it becomes less likely that it will be exercised at expiry.

現貨價 - 當現貨價上升，認購期權會於到期時被行使的機會越大，因而其價值亦會上升。相反，認沽期權的價值會下降，因認沽期權會於到期時被行使的機會越細。

4.3.12 Time to expiry - All other things being equal, the greater the time to expiry, the higher the time value of the option as there is greater the chance that the option will be exercised.

距離到期時間 - 假設其他因素不變，若期權距離到期時間越長，因期權將會被行使的機會越大，所以期權所

含的時間值也越多。

- 4.4 An option seller will receive the option premium paid by the option buyer. This is the only profit they can make from the option trade. It would be the best case for the option seller that the option would not be exercised at expiry. If the spot price is beyond the option strike price at expiry, the option will be exercised by the buyer, in which case the option seller must settle with the buyer on a cash or position delivery basis. As the option moves further in-the-money, the loss will continue to increase. An option seller must understand thoroughly that theoretically the downside risk is unlimited.

期權賣方會從期權買方收取期權金。期權金將會是期權賣方的唯一利潤，因此對於期權賣方而言，期權不被行使是最好的情況。若期權於到期時，現貨價超越期權行使價，期權會被買方行使，而期權賣方需與買方以現金或現貨交割方式進行結算。隨著期權變得更為價內，賣方的損失會越來越大。期權賣方需清楚了解，理論上，賣方的虧損風險可以是無限大。

- 4.5 The premium of an option is made up of two separate components: the intrinsic value and the extrinsic value (also known as time value). The intrinsic value is the difference between the spot price and the strike price. For a call option, the intrinsic value is the spot price less the strike price, while for a put option it is the strike price less the spot price. Only in-the-money options have any intrinsic value. The time value for an option is made up of time to expiry, volatility and interest rates. An option which is out-of-the-money has no intrinsic value but still has a time value because there is still a chance it will be exercised at expiry. The more likely the option will become in-the-money, the higher the premium. In-the-money options have time value and intrinsic value.

期權的期權金由兩個部份組成：內在值和外在值(又名時間值)。內在值為現貨價與行使價的差額。就認購期權而言，內在值即現貨價減去行使價；認沽期權的內在值則為行使價減去現貨價。期權的時間值由距離到期時間、波幅和利率所組成。價外期權沒有任何內在值，但會有時間值，反映期權仍然有機會於到期時被行使。期權變得更為價內的機會越大，期權金越高。價內期權擁有時間值及內在值。

- 4.6 Whenever any Transaction is entered into to close out any existing Transaction, then the obligations of each of us under both sets of Transactions shall automatically and immediately be terminated upon entering into the second Transaction, except for any settlement difference payment due in respect of such closed out Transactions.

無論何時訂立任何交易以對任何現有交易進行平倉，我方與您各自承擔的義務應在訂立第二筆交易時立即自動終止，但支付此類以平倉交易的任何結算差額款項的義務除外。

- 4.7 We shall make reference to the bid and offer prices as from time to time quoted and disseminated to the public, or to subscribers, by any reputable financial information services organization in choosing the prices for the purposes of marking to market your open positions or closing out.

我方將參照任何有信譽的財經信息服務機構，不時向公眾或用戶所報及公佈的買入及賣出價，以選取與您的未平倉合約與市場對價或進行平倉的價格。

- 4.8 We shall determine the interest rates for calculating your interest income and expenses by reference to the prevailing interest rates quoted by major participants or bankers in the market of FX transaction.

我方將參照外匯交易市場的主要參與者或銀行所報的通行利率，計算您的利息收入及支出。

- 4.9 Delivery will not normally occur unless we agree expressly that delivery of the relevant currency will occur in relation to a particular Transaction. If delivery of the currency does occur you will be liable to make or to receive delivery of the currency and to pay for all associated costs.

除非我方明確同意就某個特定交易交割相關貨幣，否則貨幣交割將不能正常進行。若貨幣交割確實發生，您有責任自行交割或接受貨幣並支付所有相關費用。

5. PAYMENT TERMS 支付條款

- 5.1 Unless otherwise specified, any realized gains, losses and option premiums arising from FX Transactions and all applicable Charges under these Terms shall be regarded as being due and settled immediately. All relevant amounts due to/from us shall be debited/credited from/to your Account(s) with us.

除非另有說明，所有外匯交易所產生之已實現盈虧和期權金及本合約條款所訂明的有關費用，均被視為到期款項並需即時交付。所有我們應收或應付的相關款項將會由您的帳戶扣除或支付到您的帳戶。

6. MARGIN AND LEVERAGE 保證金與槓桿作用

- 6.1 By trading in FX with us you will be required to provide a certain amount of margin and we will then leverage that margin. This exposes you to a high degree of risk. Leverage is the amount, expressed as a multiple, by which the notional amount traded exceeds the margin required to trade.

您與我方進行外匯交易時須提供一定金額的保證金，我方將對該保證金施加槓桿作用，這樣您須承擔高程度的風險。槓桿作用以倍數表達，因此交易的名義金額超出所需保證金的數量。

- 6.2 Subject to the Individually Agreed Terms Schedule we will advise you of the amount of margin and the amount of leverage that we will require on a Transaction by Transaction basis. If the price of the currency pair moves against your interests you may be called upon to deposit additional margin at short notice and we may close out your position without notice if we do not receive the additional margin from you.

受本合約條款的個別協議條款附表的規限，我方將就我方規定的各項交易保證金金額以及槓桿數額通知您。如貨幣組合的價格波動不利於您，您可能接獲追加保證金通知，您應立即存入額外的保證金。若我方沒有收到您的額外保證金，我方可在毋需通知您的情況下將您的持有部位平倉。

7. STOP, LIMIT LOSS AND TAKE PROFIT ORDERS 止損，止限及見利拋售指令

- 7.1 Subject to your Individually Agreed Terms Schedule you may be able to agree with us to limit your losses while trading FX Spot by using stop loss, limit loss or take profit orders. These facilities may help you limit your exposure to us and we strongly recommend that you consider the use of such facilities.

受您的個別條款附表的限制，您可與我方議定在進行外匯現貨交易時，利用止損、止限或見利拋售指令限制您的損失。此類工具可以協助您限制交易風險，我方強烈建議您考慮使用此類工具。

8. TRADING TIMES 交易時間

- 8.1 New FX prices are generally quoted by us from 7:00am on Monday to 4:00am on Saturday (Hong Kong time) in summer time and 7:00am on Monday to 5:00am on Saturday (Hong Kong time) in winter time. The day-end settlement time point during each transaction day will normally be on 4:00am (Hong Kong time) in summer time and 5:00am (Hong Kong time) in winter time. The actual day-end settlement time point may be varied due to different factors and is subject to KOG's final interpretation.

我方一般而言從香港時間週一上午7時至週六早上4時（夏令時間）或週一上午7時至週六早上5時（冬令時間）提供外匯交易報價；每個交易日的結算時間通常為香港時間早上4時（夏令時間）或5時（冬令時間）。然而實際結算時間可因不同因素而出現差異。本公司擁有結算時間的最終解釋權。

9. INTEREST 利息

- 9.1 Positions in FX which are rolled over from one trading day to the next will incur financing based upon the interest rate differentials between the currencies in the currency pair. The interest rate applied is described as "TomNext" which is an abbreviation for Tomorrow or the Next business day because the first value date is tomorrow or the next business day. The TomNext price reflects the applicable interest rate between TomNext and the spot value date in respect of the currency in question.

從一個交易日滾期至次日的外匯部位，將以貨幣組合兩種貨幣之間的利率差額為基礎產生融資費用。適用利率被稱為“TomNext”利率，它是次日或下一個營業日的縮寫詞，因為首個交割日是次日或下一個營業日。TomNext價格反映有關貨幣在TomNext與現貨交割日之間的適用匯率。

- 9.2 You pay interest on the currency that you are short on and you receive interest in the currency that you are long on. For example, if you are long on the GBP/USD pair you will receive interest on Sterling and you will pay interest on the US Dollar. If Sterling has a higher interest rate than the US Dollar then you will receive a net interest payment but if Sterling has a lower interest rate than the US Dollar then you will pay out a net interest amount. The TomNext price offered to you will differ depending on whether you are Going Long or Going Short. KOG may make a profit from the difference in the TomNext price offered to persons Going Long and the TomNext price offered to persons Going Short.

您支付賣空貨幣的利息和獲取買漲貨幣的利息。例如，若您買漲英鎊/美元，您將獲取英鎊利息並支付美元利息。若英鎊利率高於美元，則您將收取淨利息；但若英鎊利息低於美元，則您將支付淨利息。向您提供的TomNext價格將根據您是買漲還是賣空而有所不同。KOG可從提供給買漲者的TomNext價格以及提供給賣空者的TomNext價格的差額間獲利。

SCHEDULE 4

附表4

PERSONAL DATA (PRIVACY) POLICY

個人資料（私隱）政策

KOG Forex Limited (“KOG”) rigorously protects the privacy of our clients. We aim to provide a safe and secure user experience and use our best efforts to ensure that the information you submit to us remains private.

國之匯有限公司（“KOG”）非常重視客戶的隱私權，致力為客戶提供一個安全及可靠的交易環境，並竭力確保客戶的帳戶及個人信息獲得保障。

1. We have set forth the following policies to protect your privacy:

我方已訂立政策以保障您的隱私權：

- a) we do not share information about our clients with other companies except in order to conduct our business, comply with applicable laws and regulations, protect against fraud or make available special offers of products;
除為了進行業務、遵守適用法律、保護免受欺詐或作出我方認為可能符合客戶利益的產品及服務優惠外，我方不會與其他公司分享客戶的信息；
- b) we have established high standards for protecting information regarding our clients from unauthorized alteration or destruction;
我方訂立了高標準規範，以保護客戶的信息免受未經授權的更改或破壞。
- c) we hold our employees fully accountable for adhering to those standards, policies and laws; and
我方約束雇員完全遵守該等規範、政策及法律；以及
- d) we share information regarding clients among KOG only in accordance with strict internal security standards and confidentiality policies and with applicable laws and regulations.
KOG 內部使用客戶信息時，須依據嚴格的內部安全標準、保密政策及適用法律。

2. From time to time, it is necessary for clients to supply KOG with data (including personal data as defined in the Personal Data (Privacy) Ordinance (Cap. 486 of the laws of Hong Kong as amended from time to time). The purposes for which Data (and other information) relating to clients may be used are as follows:

無論任何時候，客戶均需要向 KOG 提供個人資料（包括就個人資料（私隱）條例《香港法例》第 486 章）下定義的個人資料，並不時修訂）有關客戶的數據（或其他信息）可能用於以下用途：

- a) Processing of applications;
處理申請；
- b) the daily operation of the services and facilities provided to clients;
向客戶提供的服務及設施的日常運作；
- c) conducting credit checks, matching procedures, data verification, due diligence and risk management;
執行信用審查、核對程序、信息確認、盡職審查以及風險管理；
- d) assisting other institutions to conduct credit checks and collect debts;
協助其他金融機構進行信用審查及追討債務；
- e) maintaining clients' credit history for present and future reference;
維持客戶或任何擔保人的信用記錄作為現在或將來參考之用；
- f) ensuring clients' on-going credit worthiness;
確保客戶維持良好的信用；
- g) designing financial services or related products for clients' use;
為客戶設計供其使用的金融服務或相關產品；
- h) marketing financial services or related products to clients (unless client instructs KOG otherwise);
推廣金融服務或相關產品（除非客戶對 KOG 另有指示）；
- i) determining the amount of indebtedness owed to or by clients;
厘定拖欠客戶或客戶拖欠的債務金額；
- j) meeting the requirements to make disclosure under the requirements of any law or regulations;
根據任何法例或規例的規定，符合作出披露的要求；
- k) complying with the obligations, requirements or arrangements for disclosing and using data that apply to KOG or KOG's holding company or affiliates or that it is expected to comply according to:
遵守根據下列各項而適用於 KOG 或 KOG 之控股公司或聯屬機構或 KOG 或 KOG 之控股公司或聯屬機構被期望遵守的就披露及使用資料的義務、規定及安排：
 - i. any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用，如與英文有任何歧異，概以英文為準。

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in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);

不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律約束力或適用的任何法律（例如：包括稅務條例及其有關自動交換財務帳戶資料的條文）；

- ii. any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如：包括由稅務局作出或發出有關自動交換財務帳戶資料的任何指引或指導）；

- iii. any present or future contractual or other commitment with local or foreign legal, regulatory, government, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on KOG or KOG's holding company or affiliates by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;

KOG 或 KOG 之控股公司或聯屬機構因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，自律監管或行業組織或協會的司法管轄區有關的金融、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；

- l) commencing, defending or otherwise participating in any legal or administrative proceedings or inquiry before any court or competent authority;

在任何法院或主管機構展開或進行答辯或以其他形式參與任何法律或行政程序；

- m) satisfying any requirements under the Codes on Takeovers and Mergers and Share Repurchases issued by SFC (as amended from time to time) and/or any other applicable laws and regulations in relation to takeovers in Hong Kong and/or other jurisdictions; and

遵守證監會頒布（並不時修訂）的《公司收購、合併及股份購回守則》及／或香港及／或其他司法管轄區有關收購的任何其他適用法例及／或監管規則的要求；以及

- n) any purposes relating to any of the foregoing.

任何與上述有關的用途。

- 3. Data (and other information) held by KOG relating to clients will be kept confidential but KOG may disclose, and it is a condition of KOG providing services, products and information to clients that each client consents to the disclosure of, all Data (and other information) to:

KOG 會將有關客戶的信息（及其他信息）保密，但 KOG 可向以下人士披露所有信息（及其他信息），而客戶同意披露所有信息（及其他信息），此乃我方向客戶提供服務、產品及信息的條件：

- a) any officer, employee, agent, contractor or third party who provides administrative, credit information, debt collection, telecommunications, computer, payment or other services to KOG in connection with the operation of their business; 任何向 KOG 提供有關其業務運作的行政、信貸信息、債務追討、電訊、電腦、繳款或其他服務的高級職員、雇員、代理、承包商或第三者；

- b) any financial institution with which the client has or proposes to have dealings; 客戶已有或擬與其進行交易的任何金融機構；

- c) regulatory authorities and other relevant government bodies; 監管當局及其他有關政府機構；

- d) any other person under a duty of confidentiality to KOG who has undertaken to keep such information confidential; and 任何有責任為 KOG 保密且承諾保密該等信息的其他人士；以及

- e) service that we feel may be of interest to our clients. We may also provide information to regulatory authorities and law enforcement officials in accordance with applicable laws and regulations.

作出我們認為可能符合客戶利益的服務。我們亦可依據適用法律和法規向監管當局及執法人員提供信息。

- 4. KOG intends to use client's personal data mentioned below for direct marketing purposes. According to Part VIA of the Personal Data (Privacy) Amendment Ordinance 2012, client's consent (or any explicit indication of no objection) is required for the use of client's personal data in direct marketing.

KOG 擬使用客戶的個人資料作直接促銷。根據《2012 年個人資料(私隱)(修訂)條例》第 VIA 部的規定，使用客戶的個人資料進行直接促銷必須取得客戶的同意（或表示不反對）

- a) The following personal data may be collected for direct marketing purposes:

KOG 將收集以下個人資料進行直接促銷：

- i. personal particulars (such as name; ID number, contact number, email, residential address, etc.)

個人信息（例如姓名、證件號碼、聯繫電話、電郵地址、住址等）

- ii. **financial background;**
財務背景；
 - iii. **account portfolio information; and**
帳戶投資組合信息；以及
 - iv. **transaction pattern and behavior.**
交易模式及行爲。
- b) **The following classes of services, products and subjects may be marketed:**
以下服務及產品類別可作推廣：
- i. **financial investment and related services, products and facilities; and**
財務投資及相關金融服務和產品；以及
 - ii. **reward, loyalty or privileges programmes in relation to the class of marketing subjects as referred above.**
與上述促銷類別有關的獎賞、獎勵或優惠計劃。

Client's personal data are collected when client applies for and/or sustains a live or demo account with KOG or makes general inquiries or presents an on-line chatting. By applying for a demo account and/or opening a live account, client acknowledges and agrees that his/her consent is delivered to KOG on the client's own accord. If client does not wish his/her personal data to be used for direct marketing purposes as described herein, client can choose to exercise the right to opt-out by notifying KOG in writing.

當客戶向 KOG 申請及/或維持一個真實或模擬帳戶、作一般查詢或進行在綫聊天時，客戶的個人資料會被收集。通過申請開立 KOG 模擬及/或真實帳戶，客戶確認並同意其提供予 KOG 的同意是出於自願。若客戶不願意其個人資料用於本條款及細則所述的直接促銷，客戶可書面通知 KOG 以行使不同意此安排的權利。

5. **KOG may, in accordance with the Personal Data (Privacy) Ordinance and any other applicable laws and regulations:**
KOG 可根據個人資料（私隱）條例及其他適用法律進行以下活動：

- a) **match, compare or exchange any Data or other information provided by, or in respect of, a client with Data (or other information) held by KOG or any other person for the purpose of:**
將客戶提供或有關客戶的任何信息或其他信息，與 KOG 或任何其他人士持有的信息（或其他信息）進行配對、比較或交換作以下用途：
 - i. **credit checking;**
信貸審查；
 - ii. **Data (and other information) verification;**
信息（或其他信息）核對；
 - iii. **otherwise producing or verifying Data (and other information) which may be used for the purpose of taking adverse action against the client or any other person at any time;**
提供或核對信息（或其他信息）該等信息可能用於在任何時候採取對客戶或任何其他人士不利的行動；
- b) **transfer such Data (and other information) to any place outside Hong Kong (whether for the processing, holding or use of such Data (and other information) outside Hong Kong).**
將此等信息（或其他信息）轉往香港以外任何地方（不論在香港以外處理、持有或使用此等信息（或其他信息））。

6. **Client acknowledges and accepts the risks that the information disclosed pursuant to this Policy may be subject to further disclosure by the recipient to other parties in accordance with the laws of the country in which the recipient is located. Such laws may be wider in scope and implemented under less restrictive terms that would otherwise be the case in Hong Kong due to difference in applicable laws and regulations.**

客戶確認並接受，根據本附件作出信息披露的風險可能包括接收人根據其所在國家的法律而向其他人士披露信息。而由於適用法律及規例的不同，與香港的情況相較，有關法律的適用範圍可能較廣，其執行亦可能較寬鬆。

7. **Under and in accordance with the terms of the Personal Data (Privacy) Ordinance, each client has a right to:**
根據及依據個人資料（私隱）條例，每位客戶均有權：

- a) **check whether KOG hold Data about the client and the right of access to such Data;**
檢查 KOG 是否持有有關客戶的信息，及是否有權使用此等信息；
- b) **require KOG to correct any Data relating to the client which is inaccurate; and**
要求 KOG 更改有關客戶的任何錯誤信息；及
- c) **ascertain KOG's policies and practices in relation to Data and to be informed of the kind of personal data relating to the client held by KOG.**
確定 KOG 有關資料的政策及做法，以及獲知 KOG 持有有關客戶個人信息的種類。
- d) **request KOG to cease to use client personal data in direct marketing activities in writing to the address appointed in Clause 8 below.**
以書面方式致函第 8 條款列出的地址，要求 KOG 停止使用其個人資料作直接促銷用途。

8. Request for access and/or correct any data that client has submitted shall be Compliance Department, KOG Forex Limited, Unit 3203, 32/F, Excel Centre, 483A Castle Peak Road, Lai Chi Kok, Kowloon, Hong Kong. In accordance with the terms of the Personal Data (Privacy) Ordinance, KOG has the right to charge a reasonable fee for the processing of any Data access request.
客戶如欲查詢信息或/及更正信息，請隨時致函我方國之匯有限公司合規部，地址：香港九龍荔枝角青山道 483A 號卓匯中心 32 樓 3203 室。
9. Where Client supplies KOG with any data (including personal data), Client represents and warrants to KOG that Client has taken all action necessary to authorize the disclosure of such data to KOG and the use by KOG of such data pursuant to these Terms.
當客戶向 KOG 提供任何信息（包括個人信息）時，客戶向KOG 申述並保證，客戶經已採取一切必要行動獲授權准許向 KOG 披露該等信息，KOG 並可按本協議使用該等信息。
10. Information regarding our clients is used solely in the legitimate conduct of our business, to deliver superior service and to design products and special offers that demonstrate our understanding of our clients and their needs.
我方只會在業務營運層面合法使用客戶信息，以提供優質服務及進行產品設計及優惠，從而顯示我方明白客戶及其需要。