

THIS AGREEMENT is made between:

RAKUTEN SECURITIES BULLION HONG KONG LIMITED is incorporated in Hong Kong and its registered office is situated at Unit 501, 5/F, Nexxus Building, 41 Connaught Road Central, Hong Kong (hereinafter referred to as "Rakuten Securities Bullion"); and Client (person(s) whose signature is on the signature page of this Agreement).

WHEREAS:

1. The Client is desirous of opening one or more accounts with Rakuten Securities Bullion as the Client may decide from time to time for the purposes of over the counter gold/silver bullion trading, and has requested Rakuten Securities Bullion to open and maintain such account(s) with Rakuten Securities Bullion for him for such purpose and to execute his orders.
2. Rakuten Securities Bullion agrees that it will from time to time at the request of the Client and at the sole discretion of Rakuten Securities Bullion allow the Client to open one or more accounts with it and maintain such account(s) to be designated by name(s), number(s), or otherwise, and will execute directly or indirectly all orders given by the Client or the Authorized Person (as defined below) for over the counter gold/silver bullion trading upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

"Access Codes"	means together the Password, and the User Name.
"Account"	means the account or accounts of the Client with Rakuten Securities Bullion.
"Agreement"	means this Agreement, Account Application form, Limited Power of Attorney deed, the Risk Disclosure Statement, all attachments schedules addendums and amendments as they may be made in writing from time to time and issued by Rakuten Securities Bullion.
"Authorized Person"	means, the Client and any person specified in the Limited Power of Attorney deed, and such other person(s) as appointed in substitution thereof or in addition thereto and notified in writing to Rakuten Securities Bullion by the Client from time to time and such appointment shall be effective from the time of actual receipt of notification thereof by Rakuten Securities Bullion.
"Client"	means wherever used shall in the case where the client(s) is/are individuals include the client(s) and his/their respective executor(s) and administrator(s) and in the case where the Client is sole proprietorship firm include the sole proprietor and his executor(s) and administrator(s) and his or their successor(s) in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time when the Accounts are being maintained and their respective executor(s) and administrator(s) and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his/their respective executor(s) and administrator(s) and the successor(s) to such partnership business and where the client is a company include such company and its successors.
"Initial Margin"	means the minimum amount required to be deposited by the Client with Rakuten Securities Bullion at the time of, or before, each trading order is placed by the Client as security for all transactions as may from time to time be prescribed by Rakuten Securities Bullion.
"In Writing"	includes writing, printing, telex messages, facsimile transmission and any and every other mode of reproducing words or figures in a visible legible form unless otherwise specifically designated in this Agreement.
"OTC Bullion" or "Spot Gold/Silver" "Liquidation Margin"	means over the counter gold/silver bullion.
"Maintenance Margin"	means the minimum balance which must be maintained for each contract by the Client failing which Rakuten Securities Bullion will close out open positions of the Clients without notice to or consent from client as may from time to time be prescribed by Rakuten Securities Bullion.
"Password"	means the minimum balance which must be maintained for each contract by the Client subsequent to the deposit of the Initial Margin as may from time to time be prescribed by Rakuten Securities Bullion.
"Principal"	means Client's personal password issued by Rakuten Securities Bullion and used in conjunction with the User Name to gain access to the Service.
"Principal"	means the individual person or legal entity which is a party to a Transaction.

本協議由下列各方簽訂：

樂天證券金業香港有限公司，為一家於香港註冊成立的有限公司。其註冊辦公室位於香港中環干諾道中 41 號盈置大廈 5 樓 501 室（以下簡稱“樂天證券金業”）；及客戶。

鑒於：

1. 客戶欲按其不時的決定在樂天證券金業開設一個或多個賬戶，以用於場外黃金/白銀交易，並且客戶已經要求樂天證券金業為上述之目的為其在樂天證券金業開立並維持上述所指之賬戶，並執行客戶交易指令。
2. 樂天證券金業同意按下列條款及條件，不時應客戶之要求並依據樂天證券金業絕對酌情權允許客戶開立一個或多個賬戶，並以特定或指定的賬戶名稱、號碼，或其他方式維護其賬戶。並且，樂天證券金業同意按本協議下文載列的條款及條件，直接或間接地執行由客戶或獲授權人士（定義見下文）為進行場外黃金/白銀交易而發出的所有指令。

現議定如下：

1. 定義及解釋

1.1 在本協議中，除非文義另有所指，否則下列詞語有以下含義：

"接達碼"	指密碼及用戶名稱一齊並用。
"賬戶"	指客戶於樂天證券金業開立的一個或多個賬戶。
"協定"	指本交易協議、開戶表、有限授權書、風險披露聲明及樂天證券金業以書面形式不時發佈的所有有關上述文件的附件、清單、補充及修正。
"獲授權人士"	指客戶，有限授權書中所指定之人士，及由客戶不時以書面通知樂天證券金業其所委任的作為替代或增加的其他人士。該委任須由樂天證券金業實際收到通知書時起生效。
"客戶"	一詞適用於下述情況，若客戶屬個人，則包括客戶及其遺囑執行人和遺產管理人；若客戶屬獨立經營的商號，則包括獨立經營者及其遺囑執行人和遺產管理人，以及其業務的繼承人；若客戶屬合夥經營商號，則包括在上述所指之客戶賬戶維持期間的商號合夥人、其各自遺囑執行人和遺產管理人，以及在其後任何時候將成為或已成為商號合夥人的任何其他人士、其各自遺囑執行人和遺產管理人，以及該合夥業務的繼承人；若客戶是一間公司，則包括該公司及其繼承人。
"最初保證金"	指客戶於發出每一交易指令時或之前必須向樂天證券金業存放的作為所有交易抵押品的最低款額，該款額可由樂天證券金業不時酌情予以規定。
"書面"	除本協議另有明確所指，包括書寫、列印、電傳資訊、傳真及任何其他清晰可辨的文字或圖案複製方式。
"黃金/白銀"或"現貨黃金/白銀"	指場外黃金/白銀
"自動結算保證金"	指客戶就每份合約必須維持的最低結餘金額，如客戶未能達到該要求，樂天證券金業將在不作通知或沒有取得客戶同意的情況下，將客戶未平倉倉位平倉。該款額可由樂天證券金業不時酌情予以規定。
"維持保證金"	指客戶存入最初保證金後就每份合約必須維持的最低結餘金額，該款額可由樂天證券金業不時酌情予以規定。
"密碼"	指由樂天證券金業分配並與用戶名稱一併使用以接達服務的客戶私人密碼。
"主事人"	指參與交易的個人或法人實體。

- “Rakuten MT4 Account”**
“Rakuten Group”
- means the trading account provided by Rakuten Securities Bullion through Rakuten MT4 platforms.
- means Rakuten Group, Inc., a publicly traded company listed on the Tokyo Stock Exchange (TOKYO: 4755), and its consolidated subsidiaries. Rakuten Securities Bullion Hong Kong Limited is a wholly owned subsidiary of Rakuten Securities, Inc. which is a wholly owned subsidiary of Rakuten Group, Inc.
- “Rakuten Securities Bullion Web Service”**
“Service”
- means the on-line trading service provided by Rakuten Securities Bullion, any information contained therein and the software comprised in them.
- means any OTC Bullion trading facility provided by, and on behalf of, Rakuten Securities Bullion which enables the Client to give instructions to buy and/or sell certain currency pairs and to receive account information and related services via the Internet or otherwise.
- “Transaction”**
- means a contract in a financial instrument or any other contractual arrangement entered into between the Client and Rakuten Securities Bullion including margined transactions.
- “User Name”**
- means the Client's personal identification issued by Rakuten Securities Bullion and used in conjunction with the Password to gain access to the Service, account information and other related services.
- 1.2 Headings are inserted for convenience or reference only and shall not affect the construction and interpretation of this Agreement.
- 1.3 The singular includes the plural and vice versa and words importing a gender includes other genders.
- 2. WARRANTIES AND REPRESENTATIONS**
- 2.1 The Client hereby warrants and represents as follows:
- 2.1.1 Where the Client is an individual, that he has attained the age of majority and that he is legally capable of validly entering into this Agreement and is of sound mind and legal competence and is not bankrupt, and that this Agreement and all contracts made or to be made shall constitute binding and enforceable obligations of the Client.
- 2.1.2 Where the Client is a firm or corporation, that it is duly organized and is validly existing under the laws of the country of its incorporation and has power to enter into this Agreement and all contracts made or to be made incidental and or pursuant thereto, and in any case, this Agreement and such contracts are and will constitute legally binding and enforceable obligation of the Client.
- 2.1.3 That the Client is the ultimate beneficiary of the account.
- 2.2 The Client hereby declares that the information contained in the Account Application Form and other information supplied by or on behalf of the Client to Rakuten Securities Bullion is true, accurate and complete.
- 2.3 Rakuten Securities Bullion hereby warrants and represents as follows:
- 2.3.1 Rakuten Securities Bullion is a company duly incorporated with limited liability under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) and has power to enter into this Agreement.
- 3. SERVICE**
- 3.1 The Client agrees to use the Service only in accordance with the terms and conditions of this Agreement. Any additional services offered through the Rakuten Securities Bullion Web Service in the future shall only be used by the Client in accordance with the terms and conditions of this Agreement. Subject to clauses 4 and 5, the Client agrees that he shall be the only authorized user of the Service under this Agreement. The Client shall be wholly and solely responsible for the confidentiality, security and use of the Access Codes issued to him by Rakuten Securities Bullion. The Client understands and accepts that Rakuten Securities Bullion may at any time in its sole discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the Service and his ability to trade. The closing of the Client's account by Rakuten Securities Bullion will not affect the rights and or obligations of either party incurred prior to the date the account are closed.
- 3.2 Rakuten Securities Bullion shall from time to time at the request of the Client and at its sole discretion allow the Client to open one or more accounts with it and maintain such account(s) to be designated by name(s), number(s) or otherwise, and will execute at its sole discretion, orders given or authorized by the Client and provide the Client with services upon the terms and conditions hereinafter appearing. Rakuten Securities Bullion will offer these services on the currency pairs and in lot sizes listed in Schedule 1. Rakuten Securities Bullion shall from time to time also offer new and/or additional products and trading platforms or remove and/or discontinue offering existing products and trading platforms.
- 3.3 EXECUTION AND ADVICE**
- 3.3.1 Execution only: Rakuten Securities Bullion deals with Client on an execution-only basis and will not make personal recommendations or advise on the merits of purchasing, selling or otherwise dealing in particular investments or executing particular transactions, their taxation consequences or the composition of any account or any other rights or obligations attaching to such transactions. Client should bear in mind that merely explaining the terms of a
- “樂天 MT4 賬戶”**
“樂天集團”
- 指樂天證券金業提過樂天 MT4 平台提供的交易賬戶。
- 指 Rakuten Group, Inc. 一家在東京證券交易所(代號:4755)上市的公眾買賣公司, 及其綜合附屬公司。樂天證券金業有限公司為 Rakuten Securities, Inc. 之全資附屬公司, 而 Rakuten Securities, Inc. 為 Rakuten Group, Inc. 之全資附屬公司。
- “樂天證券金業網絡服務”**
- 指樂天證券金業提供的網上交易服務, 該服務系統所包含之任何資訊及構成該系統之軟體。
- “服務”**
- 指由樂天證券金業和/或代表樂天證券金業提供的任何槓桿式黃金/白銀交易設施。此等設施使客戶通過互聯網或其他方式能夠給予指令以買入和/或賣出若干貨幣對, 及收取賬戶資訊和接受相關服務。
- “交易”**
- 指客戶和樂天證券金業之間訂立的金融工具合約或其它合約關係, 包括保證金交易。
- “用戶名稱”**
- 指由樂天證券金業分配的客戶私人識別, 與密碼一併使用接達服務、賬戶資訊以及其他相關服務。
- 1.2 各標題只為方便查閱而設, 不應妨礙本協議的解釋。
- 1.3 本協定使用詞語單數與複數形式互指, 指代某一性別的詞語包括他種性別。
- 2. 保證及聲明**
- 2.1 客戶特此作出以下保證和聲明:
- 2.1.1 如果客戶是個人, 其已達成年之年齡, 在法律上有行為能力, 可有效簽訂本協議; 神智清晰; 具有法律資格; 沒有破產; 本協議及所有已訂立及將會訂立的協議均構成對客戶具有約束力及可強制執行的義務;
- 2.1.2 如果客戶是商號或公司, 則其為根據註冊成立國法律適當組建並有效存續一個商號或公司; 其有權簽訂本協定及與本協定有關的一切合同和/或根據本協定已制定或將制定的一切合同。並且, 在任何情況下, 本協定及所有上述合同均構成對該客戶具有約束力並可強制執行的義務;
- 2.1.3 客戶是該賬戶的最終受益人。
- 2.2 客戶特此聲明載於客戶《開戶申請書》及由客戶或代表客戶向樂天證券金業提供的其他資料, 皆為真實、準確和完整。
- 2.3 樂天證券金業特此作出以下保證及聲明:
- 2.3.1 樂天證券金業是一間根據香港法例第 32 章《公司條例》適當成立的有限責任公司, 其有權簽定本協議。
- 3. 服務**
- 3.1 客戶同意只根據本協定的條款、條件使用服務。凡他日藉樂天證券金業網絡服務提供的額外服務, 客戶都只會根據本協定的條款、條件使用。在符合第 4 和 5 條款規定之前提下, 客戶同意其為本協議所述服務之唯一獲授權使用者, 且須對樂天證券金業給其所分配的接達碼之保密、安全和使用自行承擔全部責任。客戶明白並接受, 樂天證券金業可隨時自行酌情中止、禁止、限制、終止客戶接達服務, 以及買賣的能力, 毋須事先向客戶發出通知。樂天證券金業結束客戶賬戶, 不會影響各方在結束之日前接受的權利和/或義務。
- 3.2 樂天證券金業不時應客戶之要求並依據樂天證券金業絕對酌情權允許客戶開立一個或多個賬戶, 並接受以特定或指定的賬戶名稱、號碼或其他方式維護其賬戶。並且, 樂天證券金業按下列條款及條件和依據其絕對酌情權, 執行由客戶或被授權人士為進行槓桿式黃金/白銀交易而發出的所有指令。樂天證券金業同意以附件表一所列的方式提供該等貨幣對服務。樂天證券金業亦將會不時提供新及/或附加產品和交易平台, 或刪除及/或停止提供現有產品和交易平台。
- 3.3 執行和意見**
- 3.3.1 只限執行: 樂天證券金業在只限執行的基礎上與客戶進行交易, 並且不會就購買、出售或以其他方式交易特定投資產品或執行特定交易的優點、其稅務後果或任何賬戶的組成或該等交易所附帶的任何其他權利或義務提供個人建議或意見。客戶應緊記, 單單說明交易或投資的條款或其表現特色本身並不構成就投資優點提供意見。

transaction or investments or its performance characteristics does not itself amount to advice on the merits of the investment.

3.3.2 Incidental information: From time to time we may, at Rakuten Securities Bullion's discretion, provide information on Rakuten Securities Bullion's own initiative. Where Rakuten Securities Bullion does provide market commentary, guidance or other information:

- This is incidental to Client's dealing relationship with us. It is provided solely to enable Client to make Client's own investment decisions and does not amount to a personal recommendation or advice;
- Rakuten Securities Bullion gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the legal, tax or accountancy consequences of any transaction;
- Where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, Client agrees that Client will not pass it on contrary to that restriction;
- Rakuten Securities Bullion does not provide specific investment advice, Rakuten Securities Bullion will not advise on the merits or otherwise of Client's transactions;
- The decision to place a transaction is Client's alone. Client (and not Rakuten Securities Bullion) is responsible for the effect a transaction might have on any open positions;
- Such information may not be consistent with Rakuten Securities Bullion's proprietary investments if any, or those of Rakuten Securities Bullion's associates, directors, employees or agents.

3.4 If Rakuten Securities Bullion solicits 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 Rakuten Securities Bullion may ask you to sign and no statement Rakuten Securities Bullion may ask you to make derogates from this clause.

4. TRADING INSTRUCTIONS

The Client acknowledges and agrees that he shall be wholly and solely responsible for all instructions entered through the Service using the Access Code (whether authorized by him or not). Neither Rakuten Securities Bullion nor any of its officers, employees or agents shall incur any liability for the handling, mishandling or loss of any instruction. The Client shall indemnify Rakuten Securities Bullion upon demand against any loss, damage, costs, disbursements and liabilities and Rakuten Securities Bullion may incur or suffer as result of any instructions entered through the Service. The Client further acknowledges and agrees that, as a condition of using the Service, the Client shall immediately notify Rakuten Securities Bullion if: a) an instruction has been placed through the Service and he has not received an accurate acknowledgement of the instruction or of its execution (by electronic or verbal means); b) Client has received acknowledgement of a transaction which he did not instruct or any similar conflict; c) Client becomes aware of any unauthorized use of his Access Code; or d) Client has difficulties with regard to the use of the Service.

5. DISCLAIMERS

5.1 Since Rakuten Securities Bullion does not control signal power, its reception or routing via Internet, configuration of the Client's equipment or reliability of its connection, Rakuten Securities Bullion is not responsible for communication failures, distortions or delays when trading and/or communicating on-line (via Internet).

5.2 The Client acknowledges that trading OTC Bullion involves substantial risk that is not suitable for everyone and trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with OTC Bullion trading.

5.3 The Client is obligated to keep Passwords secret and ensure that third parties do not obtain access to the Service using the Access Codes. The Client will be liable to Rakuten Securities Bullion for trades executed and/or instructions given by means of the Access Codes even if such use is unauthorised.

5.4 Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair market prices, an erroneous price quote from a Trader, such as but not limited to a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, Rakuten Securities Bullion will not be liable for the resulting errors in account balances. In addition, orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary margin requirements. The execution or orders placed too close to prices, which would trigger other orders (regardless of order type) or a margin call, cannot be guaranteed. Rakuten Securities Bullion will not be liable for the resulting margin call, resulting balance, and/or positions in the account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, Rakuten Securities Bullion reserves the right to make the necessary corrections or adjustments on the account involved. Any dispute arising from such quoting or execution errors will be resolved by Rakuten Securities Bullion in its sole and absolute discretion. Client agrees to indemnify and hold Rakuten Securities Bullion and Rakuten Group harmless from all damages or liability as a result of the foregoing.

3.3.2 附帶資訊：樂天證券金業可不時酌情提供關於樂天證券金業本身計劃的資料。倘若樂天證券金業提供市場評論、指引或其他資訊：

- 這是客戶與我們之間的交易關係所附帶的。這僅是為了讓客戶自行作出投資決定而提供，並不構成個人建議或意見；
- 樂天證券金業並無就該等資訊的準確性或完整性或任何交易的法律、稅務或會計後果作出聲明、保證或擔保；
- 倘若資訊乃以文件方式呈列及包含一項施加於計劃分發或已經獲分發該文件的有關人士或有關類別人士的限制，則客戶同意不會違反該限制將它轉交他人；
- 樂天證券金業不會提供特定投資意見，而樂天證券金業將不會就客戶交易的優點或其他方面提供意見；
- 建立交易的決定乃由客戶自行作出。客戶(而非樂天證券金業)須對交易可能會對任何開倉部位造成的影響負責；
- 該等資料未必會與樂天證券金業的自行投資(如有)或樂天證券金業聯繫人、董事、僱員或代理人的自行投資一致。

3.4 假如樂天證券金業向閣下招攬銷售或建議任何金融產品，該金融產品必須是樂天證券金業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樂天證券金業可能要求閣下簽署的文件及樂天證券金業可能要求閣下作出的聲明概不會減損本條款的效力。

4. 交易指令

客戶承認並同意，(無論是否經其授權)凡以其接達碼經服務系統發出的指令，均由客戶自行承擔全部責任。樂天證券金業、樂天證券金業的高級職員、僱員或代理無須為處理、不當處理或遺失指令而負責。指令一經服務系統發出，凡樂天證券金業因此而招致或蒙受的損失、損害、費用、開銷及法律責任，經樂天證券金業提出，客戶即要給予免費補償。並且客戶承認並同意，其利用服務系統發出指示的先決條件之一是倘遇到下列情況，客戶會立即通知樂天證券金業：(a) 客戶已利用服務發出指令，但未收到對交易指令或其執行的準確確認，無論該確認是以電子或口頭方式發出；(b) 客戶收到交易確認，但有關交易並非客戶所指令，或存在類似衝突；(c) 客戶發現有人擅自使用其接達碼；或(d) 客戶使用服務時，遇到困難。

5. 免責條款

5.1 由於樂天證券金業不能控制通過互聯網的訊號源、訊號的接收和路由，以及客戶設備的配置或連接的可靠性，樂天證券金業不對互聯網交易和/或通訊中出現的通訊故障、失真或延遲負責。

5.2 客戶承認黃金/白銀交易涉及相當大風險，其並非對每人都適合及無論網上交易如何方便或高效，其並不降低黃金/白銀交易的風險。

5.3 客戶有義務將密碼保密存放，確保第三方無法以接達碼進入服務的權利。客戶有義務將對任何以其密碼進行的交易和/或發出的指示向樂天證券金業負責，即使該密碼的使用是未經授權的。

5.4 當某些報價及/或成交價發生錯誤時，樂天證券金業將不為此類錯誤所導致的有關交易賬戶結餘錯誤負責。這些錯誤包括但不限於：交易員的錯誤報價、非公平市場價之報價，或是交易人的任何報價錯誤(包括但不限於因為硬件、軟件、通訊線路或系統，及/或第三方所提供之錯誤外部數據而造成的錯誤大數報價或錯誤報價)。除此之外，所有定單必須容許有充裕的時間執行，以及有充裕的時間容許系統計算所需保證金。若定單太接近市場價，將不能保證有可能觸發其他定單(不論定單類別)或追加保證金通知。樂天證券金業不需為因系統未有充足的時間執行和/或計算定單所導致賬戶內的保證金不足、餘額，和/或持倉而負上責任。上列項目並非盡列而並無遺漏，如發生報價或執行錯誤，樂天證券金業保留對賬戶作出所需更正或調整的權力，任何有關報價與成交錯誤之爭執只能由樂天證券金業之政策或決定來解決。若因此帶來任何損失、損害或責任，客戶同意予以賠償使樂天證券金業或樂天集團不受損害。

- 5.5 Internet, connectivity delays, and price feed errors sometimes create a situation where the prices displayed on Rakuten Securities Bullion online trading platforms do not accurately reflect the market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an over the counter market where the Client is buying or selling directly from the market maker. Rakuten Securities Bullion does not permit the practice of arbitrage on Rakuten Securities Bullion online trading platforms. Transactions that rely on price latency arbitrage opportunities may be revoked. Rakuten Securities Bullion reserves the right to make the necessary corrections or adjustments on the account involved. Accounts that rely on arbitrage strategies may at Rakuten Securities Bullion's sole discretion, without prior notification, be subject to dealer intervention and dealer approval of any orders and/or termination of trader's account. Any dispute arising from such arbitrage and / or manipulation will be resolved by Rakuten Securities Bullion in its sole and absolute discretion. Rakuten Securities Bullion reserves the right to withhold withdrawal until such matters are resolved. Any action or resolution stated herein shall not waive or prejudice any rights or remedies which Rakuten Securities Bullion may have against you, your company and its officers, all of which are expressly reserved.
- 5.6 Rakuten Securities Bullion strictly forbids any form of manipulation of its prices, execution, and platform. Rakuten Securities Bullion reserves the right to investigate and review any account Rakuten Securities Bullion suspects of manipulation and withhold funds suspected of being derived from such activity. Rakuten Securities Bullion reserves the right to make the necessary corrections or adjustments on the account involved. Accounts that are suspected of manipulation may at Rakuten Securities Bullion's sole discretion, without prior notification, be subject to dealer intervention and dealer approval of any orders and/or termination of trader's account. Any dispute arising from such arbitrage and/or manipulation will be resolved by Rakuten Securities Bullion in its sole and absolute discretion. Rakuten Securities Bullion at its own discretion may report such incidents to any relevant regulatory and law enforcement authority. Any action or resolution stated herein shall not waive or prejudice any rights or remedies which Rakuten Securities Bullion may have against you, your company and its officers, all of which are expressly reserved.
- 5.7 Clients may experience widened spreads and slippage under certain market conditions. Stop loss and stop entry orders are executed at the best prices available at the time and may sometimes involve circumstances under which the full order gets executed, and other circumstances under which only part, or perhaps even none, of the order gets executed. Upon execution, each stop loss and stop entry order will be filled, though it may be filled at multiple prices due to market illiquidity or other factors. Limit (stop gain) orders and limit entry orders may be executed at the prices specified by the trader, or may be filled at multiple prices, or may not be filled at all due to market liquidity or other factors. Additionally, all orders are subject to final approval by Rakuten Securities Bullion and may be rejected at any time.

6. THIRD PARTY PARTICIPATION

In the event that Client grants trading authority or control over Client's account to a third party or acts under any advice or instruction of any third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, Rakuten Securities Bullion shall in no way be responsible for reviewing Client's choice of such Trading Agent or for making any recommendations with respect thereto. Rakuten Securities Bullion makes no representations or warranties concerning any Trading Agent; Rakuten Securities Bullion shall not be responsible for any loss to Client occasioned by the actions of the Trading Agent; and Rakuten Securities Bullion does not, by implication or otherwise endorse or approve of the operating methods of the Trading Agent. If Client gives the Trading Agent authority to exercise any of its rights over its account, Client does so at his own risk. Rakuten Securities Bullion does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Trading Agent or from any other person not employed by Rakuten Securities Bullion regarding OTC Bullion trading or the risks involved in such trading. If Trading Agent or any other third party provides Client with information or advice regarding OTC Bullion trading, Rakuten Securities Bullion shall in no way be responsible for any loss to Client resulting from Client's use of such information or advice. Client understands that Trading Agent and many third party vendors of trading systems, courses, programs, research or recommendations are not regulated by a government agency.

7. DEALINGS

- 7.1 The Client shall at all times be trading on his own behalf, unless trading authority has been assigned to a Trading Agent subject to Client executing a Limited Power of Attorney deed and submitting such deed to Rakuten Securities Bullion.
- 7.2 None of Rakuten Securities Bullion's employees or representatives shall accept appointment by the Client as agent to operate the Client's account.
- 7.3 Rakuten Securities Bullion may take the opposite position to the Client's order.

8. CAPACITY & AUTHORIZATION TO TRADE

- 8.1 In relation to any Transaction, Rakuten Securities Bullion will effect such Transaction as Principal unless expressly agreed otherwise. The Client shall, unless otherwise agreed in writing, relative to Rakuten Securities Bullion, enters into Transactions as Principal.
- 8.2 Rakuten Securities Bullion is authorized to purchase and sell OTC Bullion for Client's account(s) with a counterparty bank or sophisticated institutions or participants in accordance with Client's oral or written or computer instructions.

- 5.5 互聯網、連接延誤及報價上的誤差有時會造成顯示在樂天證券金業網上交易平台的報價無法準確地反映即時市場價格。「套戥」及俗稱「食價」或「切匯」，或因網路連接的延誤而利用差價獲利的行為，並不能存在於客戶直接向莊家進行交易的場外交易市場中。樂天證券金業不容許客戶在本公司的網上交易平台上進行此等套戥行為。依靠因價格滯後帶來的套戥機會進行的交易有可能會被撤銷。樂天證券金業保留權利對涉及上述交易的賬戶所進行必要的修改和調整。樂天證券金業可能依據絕對酌情權，要求交易員進行干預或對指令進行核准所有單據和/或終止有關客戶的賬戶，而無須事先通知客戶。對於因套戥及/或操控而產生的任何糾紛，樂天證券金業將依據絕對酌情權進行解決。樂天證券金業保留提款扣留的權利直至能夠解決以上的問題。於此陳述的任何行動或決議將不會損害或放棄樂天證券金業對閣下、閣下的公司和其職員的任何權利或賠償。

- 5.6 樂天證券金業絕對禁止對其價格、執行及平台進行任何形式的操控。若樂天證券金業懷疑任何賬戶從事操控，樂天證券金業保留相關權利，對賬戶進行調查及覆核，並從涉嫌賬戶中扣除由相關活動所賺取的盈利款項。樂天證券金業保留對相關賬戶進行必要更正或調整的權利。對於涉嫌從事操控的賬戶，樂天證券金業可能依據絕對酌情權，要求交易員進行干預、對指令進行核准及/或終止有關客戶的賬戶，而無須事先通知客戶。對於由套戥及/或操控所產生的任何糾紛，將由樂天證券金業依據其絕對酌情權加以決定。樂天證券金業可依據其絕對酌情權，向任何相關監管機構或執法機構報告有關事件。此處所陳述的任何行動或決議並不免除或損害樂天證券金業針對閣下、閣下公司或其行政人員所擁有之權利或賠償，所有均為明確保留的權利或賠償。

- 5.7 客戶在某些市況下可能會經歷差價擴大和滑點。止損和止損單指令以當時的最佳可得市價執行，在某些情況下有時候可能會完全被執行，但在另一些情況下可能會只有一部份，甚至完全沒有被執行。在執行時，每項止損和止損單指令將會獲執行，惟卻可能會基於市場缺乏流通量或其他原因而會以不同價格執行。限價(止賺)和限價掛單可能會以交易者指定的價位執行，或可能會由於市場流通量或其他原因而以不同價格執行或可能完全沒有被執行。此外，所有指令均須經由樂天證券金業作最終認可，並可能會在任何時候被拒絕執行。

6. 第三者參與

無論是否出於自主權，客戶將交易權力或對其賬戶的控制授予第三者，或根據任何第三者(交易代理人)的建議或指令行事的，樂天證券金業不承擔對客戶所選擇的交易代理人進行覆核或提供有關建議的任何責任。樂天證券金業不就任何交易代理人作出任何聲明或保證。樂天證券金業不對客戶因交易代理人的行為遭受的任何損失承擔責任。樂天證券金業沒有以暗示或其他方式同意或批准交易代理人的任何操作方法。客戶就其賬戶行使任何權利向交易代理人授權，風險由客戶自行承擔。對於客戶從交易代理人或未受樂天證券金業僱用的任何其他人士已經獲得或將來有可能獲得的有關黃金/白銀或黃金/白銀交易及該種交易所涉風險的任何建議或資訊，樂天證券金業無法就其準確或完整性予以控制、同意或保證。如交易代理人或其他第三方就黃金/白銀交易向客戶提供資訊或建議，樂天證券金業不對客戶因使用該資訊或建議所遭受的任何損失承擔責任。客戶明白交易代理人及很多交易系統、課程、程式、研究或推薦的第三方供應商不受任何政府機構管制。

7. 交易

- 7.1 在任何時候，交易應當由客戶本人進行，除非客戶通過簽署「有限授權書」將交易授權給其交易代理人並已將該授權書提交樂天證券金業。
- 7.2 樂天證券金業之僱員或代表一概不得接受客戶委任為其代理以操作客戶之賬戶。
- 7.3 樂天證券金業可能採取與客戶的交易指令進行對盤。

8. 交易能力及授權

- 8.1 就任何交易，除非另有明確協議，樂天證券金業將作為主事人使該交易生效。客戶應作為主事人進行交易，除非另有其他書面協議。
- 8.2 樂天證券金業獲授權按照客戶的口頭、書面或電腦指令向對手銀行或專業機構或參與者為客戶的賬戶進行黃金/白銀交易。如客戶未以書

Unless instructed by Client to the contrary in writing, Rakuten Securities Bullion is authorized to execute all orders with such banking institutions, counterparty, bank, or sophisticated institutional participants as Rakuten Securities Bullion deems appropriate.

9. GOVERNMENTAL, COUNTERPARTY INSTITUTION AND INTERBANKING SYSTEM RULES

All transactions under this Agreement shall be subject to the constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of the counterparty institution or other interbank market (and its clearing organization, if any) where executed and to all applicable laws and regulations of Hong Kong. If any statute, shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority or regulatory body of Hong Kong, which shall be binding upon Rakuten Securities Bullion and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect. Client acknowledges that all OTC Bullion specific transactions under this Agreement are subject to the aforementioned regulatory requirements and Client shall not thereby be given any independent legal or contractual rights with respect to such requirements.

10. MARGINS AND DEPOSIT REQUIREMENTS

The Client shall deposit with Rakuten Securities Bullion the Initial Margin and the amount necessary to cover any commission, fees or other charges prior to entering into any contracts with Rakuten Securities Bullion. The Client shall maintain the Initial Margin for OTC Bullion trading transactions in order to ensure performance of his contractual commitments. The Initial Margin for all transactions shall be prescribed by Rakuten Securities Bullion. Such margin deposit by the Client shall be subject to transfer under the provision of this Agreement. Continuously as long as the account(s) shows open positions (that is, before a contract is liquidated), the Client shall deposit and maintain his account of margin. If the Initial Margin is impaired, the same shall be restored by the Client to 100% of the margin level. Rakuten Securities Bullion reserves the right to alter or change the margin requirements including the Initial Margin requirements, Liquidation Margin requirements as well as all other provisions or requirements without the Client's consent. Where Client fails to meet such margin requirement, Rakuten Securities Bullion shall have an absolute discretion to carry out any act or acts as it deems fit to protect its interest. Such acts include, but are not limited to closing out the contracts which Rakuten Securities Bullion entered into with or on behalf of the Client without the Client's consent. Any such acts shall be binding upon the Client as if proper instructions to effect the same have been duly given to Rakuten Securities Bullion by the Client. The Client irrevocably accepts that in carrying out such act or acts as aforesaid, Rakuten Securities Bullion owes no duty or obligation of whatever nature to the Client to minimize or eliminate his loss. Notwithstanding the above, Rakuten Securities Bullion reserves its full right to close out the contracts and liquidate the positions under adverse market conditions without the Client's consent in order to avoid substantial impairment to the interest of the Client. Client agrees to deposit by immediate wire transfer such additional margin when and as required by Rakuten Securities Bullion and will promptly meet all margin calls in such mode of transmission as Rakuten Securities Bullion in its sole discretion designates. Rakuten Securities Bullion may at any time proceed to liquidate Client's account in accordance with paragraph 13 below and any failure by Rakuten Securities Bullion to enforce its rights hereunder shall not be deemed a waiver by Rakuten Securities Bullion to enforce its rights thereafter. Rakuten Securities Bullion retains the right to limit the amount and/or total number of open positions that Client may acquire or maintain at Rakuten Securities Bullion. Rakuten Securities Bullion will attempt to execute all orders, which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Client's. Rakuten Securities Bullion reserves the right to refuse to accept any order. However, Rakuten Securities Bullion shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Rakuten Securities Bullion including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to a breakdown in or failure of any transmission or communication facilities.

11. CLIENT FUNDS

11.1 All funds, securities, currencies, and other property of Client which Rakuten Securities Bullion or its affiliates may at any time be carrying for Client (either individually, jointly with other, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by Rakuten Securities Bullion as security and subject to a general lien and right of set-off for liabilities of Client to Rakuten Securities Bullion whether or not Rakuten Securities Bullion has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of Accounts Client may have with Rakuten Securities Bullion. Rakuten Securities Bullion may in its discretion, at any time and from time to time, without notice to Client, apply and/or transfer any or all funds or other property of Client between any of the Accounts. Rakuten Securities Bullion shall at no time be required to deliver to Client the identical property delivered to or purchased by Rakuten Securities Bullion for any account of Client. Should Client

面形式作出相反指令，樂天證券金業有權與樂天證券金業認為合適的銀行機構、對手銀行或專業機構或參與者執行所有交易指令。

9. 政府、對手機構及銀行間系統規條

所有本協定下的交易均受轉於執行交易的對手機構或其他銀行間市場（及其結算組織，如適用）的憲章、細則、條例、規定、習慣、用法、裁決和解釋，以及所有適用的香港法律與規定。如果此後通過的任何法令，或任何香港政府機構或監管機構此後通過的任何規定或條例，對樂天證券金業產生約束力，影響或與本協議的任何條款衝突，受到影響的條款將視作被有關法令、規定或條例變更或替代，而其他條款及變更後的條款將繼續完全有效。客戶承認本協定下的所有黃金/白銀交易受轉於前述有關監管要求，客戶不應就上述要求擁有獨立的法律或合同性權利。

10. 保證金和存款要求

客戶在與樂天證券金業訂立任何合約之前，須將最初保證金和必要的金額以支付任何佣金、費用或其他收費存入樂天證券金業。客戶須維持槓桿式黃金/白銀交易之最初保證金，以確保其履行合約項下的責任。所有交易之最初保證金規定由樂天證券金業所規定。客戶存入之保證金，可按照本協議之規定轉賬。客戶之賬戶只要尚有未平倉合約（即合約平倉之前），客戶仍須存入保證金，以維持本身賬戶之保證金水平。倘最初保證金出現虧損，客戶須補充足夠資金恢復至所需保證金水平。樂天證券金業保留修改或更改保證金要求的權利，包括初始保證金要求及自動結算保證金要求，而毋須取得客戶的同意。假如客戶未能滿足其保證金要求，樂天證券金業有絕對酌情權決定採取其認為適當之行動，以保障樂天證券金業本身之利益。該等行動包括但不限於未經客戶同意將樂天證券金業與客戶訂立或代客戶訂立的未平倉合約平倉。該等行動視同遵照客戶正式向樂天證券金業發出的正當指令作出，對客戶具有約束力。客戶不可撤銷地同意，樂天證券金業在採取上述行動時，並無任何責任或義務使客戶減少或免受損失。儘管有上述的規定，如市況不利，樂天證券金業保留其全權在未獲得客戶同意前，將客戶的合約及持倉平倉，以免客戶的利益受到重大損害。客戶同意，一經樂天證券金業作出要求，立即電匯補充資金，並迅速以樂天證券金業按其全權酌情權要求的轉款方式滿足所有保證金催促通知。樂天證券金業可在任何時候根據以下第 13 條的規定清平客戶的賬戶。即使樂天證券金業不行使該項權利，並不代表是對該項權利的放棄。樂天證券金業有權限制客戶可獲得或持有的未平倉合約的金額及/或總數。樂天證券金業將努力按照客戶口頭、書面或電腦的指令執行所有依其全權酌情權選擇接受的交易指令。樂天證券金業有權拒絕接受任何交易指令。但是，樂天證券金業將不對由任何樂天證券金業不可直接或間接控制的事件、行為或疏忽為造成的損失或損害承擔責任，這種情況包括但不限於任何由於傳輸或通訊設施故障造成的交易指令或資訊傳輸的延遲或失真直接或間接帶來的損失或損害。

11. 客戶資金

11.1 客戶的所有資金、證券、貨幣及其他財產，如其被樂天證券金業或其附屬機構在任何時候為客戶（個人、與他人共同、或作為他人賬戶的擔保人）持有，或在任何時候由樂天證券金業為任何目的（包括妥善保管）掌管或控制或記錄於簿冊中，此類財物將被樂天證券金業作為擔保物，並可因客戶對樂天證券金業的義務受制於普通留置權及對沖權。不論樂天證券金業是否已因上述證券、商品、貨幣或其他財產提供墊款，也不論客戶在樂天證券金業開立賬戶數目的多少，依據其酌情權，樂天證券金業可能未經向客戶發出通知，於任何時候，不主動用及/或將客戶的任何或所有資金或其他財產在客戶的任何賬戶間進行轉賬。樂天證券金業在任何時候均無須向客戶交回客戶予樂天證券金業或樂天證券金業為任何客戶賬戶向客戶購買的任何財產之相同財產。如果客戶通過交易結算進行貨幣的交割，樂天證券金業有義務在獲得提前 24 小時通知後進行全額交割。如果客戶的賬戶餘額不足以支付交割，存倉收據將成為客戶賬戶保證金的財產，因為客戶未全

take delivery of currencies through settlement of trades, Rakuten Securities Bullion is obliged to make full payment for the delivery on 24 hour notice. If the balance in the Client's account is not adequate to pay for the delivery, the depository receipts become property carried on margin in the Client's account, since they are not fully paid for by Client. In any open position held by the Client in leveraged OTC Bullion trading, Rakuten Securities Bullion shall from time to time credit the Client's account for interest earned or debit the Client's account for interest incurred from the value date until the position is liquidated in the following manner: (a) In the case of negative interest rate, interest arising there from shall be debited to the Client's account; (b) In all cases, interest shall be at the annual rate to be determined conclusively by Rakuten Securities Bullion from time to time according to the inter-bank market level. Unless specifically agreed to the contrary we will not pay Client interest on funds deposited by the Client. Rakuten Securities Bullion shall have the right to deduct applicable commissions, fees and other charges from any Accounts of Client without prior notice. Any such deduction will reduce Account equity. If such deductions cause a margin deficiency, Rakuten Securities Bullion may take any action set forth in this Agreement including but not limited to the actions set forth in Sections 10 and 13.

11.2 Client funds are kept in segregated accounts maintained in Hong Kong with authorized financial institutions.

12. DEALING RATES

The OTC Bullion dealing rates offered by Rakuten Securities Bullion to Client are based on current real-time rates. Marking to market rates shall be based on market closing rates provided by Rakuten Securities Bullion at rollover time. The Client recognizes that OTC Bullion trading spot prices may vary from institution to institution and from minute to minute which may arise, including without limitation, as a result of a time lag in data transmission, and that it may prove impossible to effect trades even at advertised prices. Thus the Client agrees to accept that the prices quoted by Rakuten Securities Bullion to the Client are for reference only and are the best price then available. The Client further accepts that the prices at which an OTC Bullion transaction is effected are the prices available at the time of execution and specified in the relevant trade confirmation.

13. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES

13.1 In the event of (a) the death or judicial declaration of incompetence of Client; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Client; (c) the filing of an attachment against any of the Accounts carried by Rakuten Securities Bullion, (d) insufficient margin, or Rakuten Securities Bullion's determination that any collateral deposited to protect one or more Accounts is inadequate, regardless of current market quotations, to secure the account; (e) Client's failure to provide Rakuten Securities Bullion any information requested pursuant to this agreement; or (f) any other circumstances or developments that Rakuten Securities Bullion deems appropriate for its protection, and in Rakuten Securities Bullion's sole discretion, it may take one or more, or any portion of, the following actions: (1) satisfy any obligation Client may have to Rakuten Securities Bullion, either directly or by way of guaranty of surety ship, out of any of Client's funds or property in its custody or control; (2) sell any or purchase any or all currency contracts, securities held or carried for Client; and (3) cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Client. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Client, Client's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Client's or held jointly with others. In liquidation of Client's long or short positions, Rakuten Securities Bullion may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a spread or straddle which in Rakuten Securities Bullion's sole judgment may be advisable to protect or reduce existing positions in Client's account. Any sales or purchases hereunder may be made according to Rakuten Securities Bullion's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and Rakuten Securities Bullion may purchase the whole or any part thereof free from any right of redemption. Client shall at all times be liable for the payment of any deficit balance of Client upon demand by Rakuten Securities Bullion and in all cases, Client shall be liable for any deficiency remaining in Client's account(s) in the event of the liquidation thereof in whole or in part by Rakuten Securities Bullion or by Client. In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Client due to Rakuten Securities Bullion, Client shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at Rakuten Securities Bullion's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like. In the event Rakuten Securities Bullion incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Client, Client agrees to pay such expenses.

13.2 Client shall at all times be liable to Rakuten Securities Bullion for any deficit balance in Client's Account(s).

14. SETTLEMENT DATE, ROLLOVER AND OFFSET INSTRUCTIONS

額付清款項。對槓桿式黃金/白銀交易中客戶持有的任何未平倉合約，樂天證券金業從交割日至平倉日應不時就應得利息和應付利息以下列方式記入客戶賬戶：(a)如果出現負利率，因而產生的應付利息應記入客戶賬戶；(b)在任何情況下，利息應由樂天證券金業不時按照銀行間拆息市場利率水平最終確定的年利率計算。除非具體地同意相反的處理方式，否則本公司不會就客戶存入的資金向客戶支付利息。在不另行通知的情況下，樂天證券金業將有權由客戶的賬戶扣除任何適用的佣金、費用及其他收費。任何此類費用扣除會降低客戶的資金餘額及淨值。如果這扣除導致保證金不足，樂天證券金業可採取本協議規定下的任何行動，包括但不限於載於第 10 項及 13 項條款的行動。

11.2 客戶款項將存放於香港的認可財務機構所維持的獨立客戶賬戶內。

12. 交易價格

樂天證券金業向客戶提供的黃金/白銀交易報價根據即時市價。市場價格的須根據樂天證券金業提供市場的收市價釐定。客戶承認黃金/白銀現貨價位因不同機構而異，並且逐分鐘變動。上述情況可能會因為(包括但不限於)資料傳輸時間的滯後而引致。即使以報出的價格進行，仍有可能無法替客戶完成交易。因此，客戶同意接受由樂天證券金業提供的報價僅僅作參考及當時可得的最好報價。客戶並且接受黃金/白銀交易執行的有效價格為執行時可得到的價格及於相關交易確認中指定。

13. 賬戶清算與欠款的償付

13.1 如發生下列情況：(a) 客戶死亡或被司法宣告無行為能力；(b) 由客戶或針對客戶呈請破產，或呈請委任清盤人，或提出任何無力償債或類似的法律程序；(c) 客戶於樂天證券金業開持的任何賬戶被申請查封；(d) 保證金不足，或不論當時的市場報價如何，樂天證券金業認定任何用於保護客戶之某個或多個賬戶的擔保物不足以擔保該賬戶；(e) 客戶未能向樂天證券金業提供根據本協定要求的任何資訊；或(f) 發生任何其他樂天證券金業應當採取保護措施的情況或變化，樂天證券金業有絕對酌權採取以下某種或多種或部份行動：(1) 用樂天證券金業代客戶保存或控制的資金或財產直接或以擔保的方式來抵償客戶對樂天證券金業可能負有的任何責任；(2) 交易任何或所有為客戶持有的貨幣合約；及(3) 取消任何或所有未完成的交易指令或合約，或其他任何以客戶名義作出的承諾。採取任何上述行動不以下列為條件，即：要求提供保證金或追加保證金，或事先將交易決定或其他決定通知客戶、客戶的個人代表、繼承人、遺囑執行人、遺產管理人、受託人、遺產受贈人，或受讓入等，且不論涉及的所有權利是否為客戶獨有或與他人共有。在清算客戶的買入或賣出倉位時，樂天證券金業可能全權酌情決定在同一結算中進行清算，或主動開立新的買入或賣出倉位，以便建立樂天證券金業根據其獨立判斷認為有益於保護或降低客戶現有持倉的差價或雙方交易的金額。根據樂天證券金業的判斷及酌情權，與任何銀行同業或本文所述的任何買賣通常進行交易的其他交易市場，或公開拍賣或內部認購中進行該等買賣，而樂天證券金業可能購買全部或部分而不受贖回權的限制。一經樂天證券金業要求，客戶將在任何時候對其剩餘欠款負責，且當其賬戶被樂天證券金業或其本人全部或部分清算時，在任何時候均對其賬戶剩餘欠款負責。如果根據本授權進行的平倉所實現的資金不足以支付客戶向樂天證券金業所欠的債務，一經要求，客戶將立即支付欠款，所有未償還債務，以及相應利息（即相等於樂天證券金業主要往來銀行當時的優惠利率或法律容許的最高利率中較低的一項再加 3%），以及所有托收費用，包括律師費、證人費、差旅費等。如果樂天證券金業因為客戶的賬戶支付了除托收欠款費用以外的其他費用，客戶亦同意支付該等費用。

13.2 客戶在任何時候均對其賬戶任何的剩餘欠款對樂天證券金業承擔責任。

14. 結算日、延展和清算指令

- 14.1 Rakuten Securities Bullion will automatically rollover all open positions on Client's Account to the following business day unless Client notifies us to close Client's position(s) prior to the rollover time, which is published on Rakuten Securities Bullion's website. Rakuten Securities Bullion will credit the Account for interest earned or debit the Account for interest payable by the Client in respect of each such position that is rolled over.
- 14.2 Offset instructions on open positions arriving at settlement date must be given to Rakuten Securities Bullion at least one (1) business day prior to settlement date.
- 14.3 In the absence of timely instructions from Client, Rakuten Securities Bullion is authorized, at their absolute discretion, to rollover or offset all or any portion of the positions in Client's Accounts or to make or receive delivery on Client's behalf upon such terms and by such methods deemed reasonable by Rakuten Securities Bullion.
- 14.4 For the avoidance of doubt, Rakuten Securities Bullion will not arrange delivery of physical gold/silver unless Rakuten Securities Bullion deem necessary or if we otherwise agree in writing with you.

15. CHARGES

Client shall pay such brokerage, commission and special service and all other charges (including, without limitation, markups and markdowns, statement charges, idle account charges, order cancellation charges, account transfer charges or other charges), fees (including, without limitation, fees imposed by any interbank agency, bank, contract markets or other regulatory or self-regulatory organizations) arising out of Rakuten Securities Bullion providing Services hereunder as specified in the "Schedule of Standard Fees and Charges" ("the Fees Schedule"). The Fees Schedule will be provided at account opening and will be available to the Client on demand. Rakuten Securities Bullion reserves the right to change its commission, charges, and/or fees without notice by publishing a new Fees Schedule on its website or providing the Fees Schedule to the Client by any other means provided under this Agreement. The Client shall be obliged to pay to Rakuten Securities Bullion the commission and charges set out in the Fees Schedule and any additional commissions and charges notified to the Client by Rakuten Securities Bullion from time to time. The Client is responsible for regularly reviewing the Fees Schedule posted on Rakuten Securities Bullion's website for any modifications or amendments and agrees to be bound by the same. Client agrees to be liable to Rakuten Securities Bullion for interest on amounts due from Client to Rakuten Securities Bullion at an interest rate equal to three (3) percentage points above the then prevailing prime rate at Rakuten Securities Bullion principal bank or the maximum interest rate allowed by law, whichever is lower. All such charges shall be paid by Client as they are incurred, or as Rakuten Securities Bullion in its sole and absolute discretion, may determine, and Client hereby authorizes Rakuten Securities Bullion to withdraw the amount of any such charges from Accounts(s). Client agrees to pay a transfer fee, to be designated by Rakuten Securities Bullion in the event Client instructs Rakuten Securities Bullion to transfer open positions, moneys, and/or property of Client's account to another institution. Interest charges or premiums will be charged or credited to the Client's account on a daily basis on the Client's open position at such rates marked to market according to Rakuten Securities Bullion's determination as made from time to time during the trading hours by reference to the current prices as quoted by a reputable financial information services organization. Interest chargeable or payable by Rakuten Securities Bullion will be determined with reference to the prevailing market rates.

16. STATEMENTS AND CONFIRMATION

Reports of the confirmation of orders and statements of Accounts for Client shall be deemed correct and shall be conclusive and binding upon Client if not objected to immediately upon receipt and confirmed in writing within (1) day after transmittal to Client via internet, electronic mail, any other electronic means of communication or otherwise. Margin calls shall be conclusive and binding unless objected to immediately in writing. In lieu of sending trade confirmation via postal mail, Rakuten Securities Bullion will provide Client Internet access to view his Account at any time with an online login. Written objections on Client's part shall be directed to Rakuten Securities Bullion at its home office located at: Unit 501, 5/F, Nexxus Building, 41 Connaught Road Central, Hong Kong, or the most recent address as indicated on the Rakuten Securities Bullion website, and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by Rakuten Securities Bullion or Rakuten Securities Bullion's agents prior to Client's receipt of said reports. Client's failure to receive a trade confirmation shall not relieve Client of the obligation to object as set out herein. Once an order or trade has been placed, and confirmation has been delivered, it is the sole responsibility of Trader to keep track of the account's orders and positions.

17. COMMUNICATIONS

Clients consent to electronic transmission of confirmations and account statements, reports, statements, notices and any other communications relating to the Service will be made available on the Rakuten Securities Bullion website, trading platforms after client login or transmitted to Client via electronic message or email address on Client's application, or to such other address as Client may from time to time designate in writing to Rakuten Securities Bullion. All communications so sent, whether by mail, electronic message or otherwise, shall be deemed transmitted by Rakuten Securities Bullion when deposited in Hong Kong mail, or when received by a transmitting agent, and deemed delivered to Client personally, whether actually received by Client or not.

- 14.1 除非客戶在持倉過夜時間（持倉過夜時間於本公司網站上公佈）前通知我們將客戶持倉平倉，樂天證券金業將會自動延展客戶賬戶所有未平倉的持倉到下一個工作日。樂天證券金業將會就每個被延展的持倉向客戶的賬戶存入賺取的利息或扣除需支付的利息。

- 14.2 關於在結算日前開立的持倉的清算指令必須在結算日至少一天前送達樂天證券金業。

- 14.3 如無客戶的及時指令，則樂天證券金業獲授權按其絕對酌情權決定是否延展或清算所有或任何客戶賬戶的持倉或按照樂天證券金業認為合理的條款和方法代表客戶作出或接收交付。

- 14.4 為免生疑問，除非樂天證券金業認為有需要或如果我們以其他方式與閣下書面同意，樂天證券金業將不會安排交付實物黃金/白銀。

15. 費用

客戶將按“標準費用及收費表”（下稱“收費表”）支付因樂天證券金業所提供的服務產生的經紀費、佣金和特別服務及其他所有費用（包括但不限於溢價和折價、報表費、開置賬戶費、指令取消費、轉賬費和其他費用）、收費（包括但不限於由銀行間機構、銀行、合約市場或其他監管或自我監管組織收取的費用）。此收費表將在開戶時及按客戶要求時提供。在不另行通知的情況下，樂天證券金業將有權在其網站刊登更新的收費表或在本協議下提供的任何其他方式為客戶提供更新的收費表。客戶有義務支付樂天證券金業載於收費表的佣金及收費及由樂天證券金業不時通知客戶的任何額外佣金及費用。客戶有責任定期查閱載於樂天證券金業網站上收費表中任何修改或修訂，並同意受其約束。客戶同意向樂天證券金業支付其欠交款項的利息（即相等於樂天證券金業主要往來銀行當時優惠利率或法律容許的最高利率（以較低者為準）再加 3%）。所有這些費用將在發生時，或在樂天證券金業按其全權絕對酌情權釐定時由客戶支付。客戶在此授權樂天證券金業從其賬戶中扣留上述費用。客戶同意在其指令樂天證券金業將其賬戶中未平倉的合約、資金、及/或財產轉向其他機構時支付由樂天證券金業確定的轉賬費。樂天證券金業可就客戶的開倉部位每日自其賬戶扣除或記入利息收費或溢價，開倉部位所按的價格乃樂天證券金業參考著名金融資訊服務機構所報之現價在交易時間內而釐定的價格。樂天證券金業應收或應付之利息乃參考當時之市價釐定。

16. 報表與確認

若客戶並未在接獲後立即提出反對或樂天證券金業通過互聯網、電子郵件、其他電子通信方式，或其他方式傳送予客戶後的一(1)日內以書面確認，交易指示的確認報告和客戶賬戶結單將被視作正確、最終及對客戶具有約束力。除非立即以書面形式作出反對，否則追收保證金通知將為最終及具有約束力的。樂天證券金業將向客戶提供互聯網登入以便客戶隨時以網上登入資料查閱其賬戶，以代替透過郵件發出交易確認。客戶的書面反對應寄往樂天證券金業的總部：香港中環干諾道中 41 號 5 樓 501 室或者樂天證券金業網頁上公佈的最新地址，而該書面反對只會在實際送交或以掛號郵件寄發（請要求回郵收據），才會被視為接獲。如未反對，則樂天證券金業或其代理人在收到上述報告之前採取的所有行動將被視作已被批准。客戶未收到交易確認並不解除其作出上述反對的義務。當建立定單或交易及發出確認後，客戶須承擔唯一責任記錄賬戶內交易指示和持倉頭寸。

17. 通訊

客戶同意以電子方式傳輸確認與報表、報告、報表、通知、其他與服務相關通訊聯絡將於樂天證券金業網頁，客戶登入交易平台後可供閱覽，或通過電子郵件、客戶開戶申請表中註明地址或客戶不時以書面形式向樂天證券金業指定的其他地址送達客戶。所有上述通訊，不論是通過郵寄、電子信息或其他方式發出，一經香港郵遞送出，或由送達代理機構接收，即被認定已由樂天證券金業送達客戶本人，不論客戶是否實際收到。

18. RAKUTEN SECURITIES BULLION RESPONSIBILITIES

Rakuten Securities Bullion will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission or communication facilities, electrical power outage or for any other cause beyond Rakuten Securities Bullion's control or anticipation. Rakuten Securities Bullion shall only be liable for its actions directly attributable to negligence, willful default or fraud on the part of Rakuten Securities Bullion. Rakuten Securities Bullion shall not be liable for losses arising from the default of any agent or any other party used by Rakuten Securities Bullion under this agreement.

19. OTC BULLION FLUCTUATION RISK

If Client directs Rakuten Securities Bullion to enter into any OTC Bullion transaction: (a) any profit or loss arising as a result of a fluctuation in the rate affecting such currency or fluctuations in the price of transactions will be entirely for Client's account and risk; (b) all initial and subsequent deposits for margin purposes shall be made either in US or HK dollars, in such amounts as Rakuten Securities Bullion may in its sole discretion require; and (c) Rakuten Securities Bullion is authorized to convert funds in Client's account for margin into and from such currency pair at a rate determined by Rakuten Securities Bullion in its sole discretion on the basis of the then prevailing money market rates.

20. RISK ACKNOWLEDGMENT

Client acknowledges that investments in leveraged and non-leveraged transactions are speculative, involve a high degree of risk, and are appropriate only for persons who can assume risk of loss in excess of their margin deposit. Client understands that because of the low margin normally required in OTC Bullion trading, price changes in OTC Bullion may result in significant losses that may substantially exceed Client's investment and margin deposit. Client warrants that Client is willing and able, financially and otherwise, to assume the risk of OTC Bullion trading, and in consideration of Rakuten Securities Bullion's carrying his/her account(s), Client agrees not to hold Rakuten Securities Bullion responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Client recognizes that guarantees of profit or freedom from loss are impossible of performance in currency trading. Client acknowledges that Client has received no such guarantees from Rakuten Securities Bullion or from any of its representatives or any introducing agent or other entity with whom Client is conducting his/her Rakuten Securities Bullion account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations. Client further acknowledges that Client may be affected by any curtailment of, or restriction on, the capacity of the trader to deal in respect of open positions as a result of action taken by any regulatory authority or for any other reason, and that in such circumstances, the client may be required to reduce or close out his open positions with Rakuten Securities Bullion.

21. TRADING RECOMMENDATIONS

From time to time Rakuten Securities Bullion may publish or communicate to Client general market information, such information is based on general market data and is not trading advice. (a) Client acknowledges that (i) any market information communicated to Client by Rakuten Securities Bullion or by any person within the company, does not constitute an offer to sell or the solicitation of an offer to buy any OTC Bullion contract, (ii) such information, although based upon information obtained from sources believed by Rakuten Securities Bullion to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and (iii) Rakuten Securities Bullion makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to Client. Client acknowledges that Rakuten Securities Bullion and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell OTC Bullion, which are the subject of market recommendations furnished to Client, and that the market position of Rakuten Securities Bullion or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Client by Rakuten Securities Bullion. Client acknowledges that Rakuten Securities Bullion makes no representations concerning the tax implications or treatment of contracts; and, (b) Client further acknowledges that should Client grant trading authority or control over Client's account to a third party ("Trading Agent"), whether on a discretionary or non-discretionary basis, Rakuten Securities Bullion shall in no way be responsible for reviewing Client's choice of such Trading Agent nor making any recommendations with respect thereto. Client understands that Rakuten Securities Bullion makes no warranties nor representations concerning the Trading Agent, that Rakuten Securities Bullion shall not be responsible for any loss to Client occasioned by the actions of the Trading Agent and that Rakuten Securities Bullion does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If Client gives Trading Agent authority to exercise any of its rights over Client's account(s), Client understands that Client does so at Client's own risk. Client acknowledges that Rakuten Securities Bullion does not provide trading advice and no representative, associate or employee of Rakuten Securities Bullion is allowed to give such trading advice.

22. DISCLOSURE OF FINANCIAL INFORMATION

The Client represents and warrants that the financial information disclosed to Rakuten Securities Bullion in this document is an accurate representation of the

18. 樂天證券金業的責任

樂天證券金業將不對因傳輸或通訊設施故障、斷電或任何其他樂天證券金業不能控制或預計的原因招致的指令傳輸的延遲承擔責任。樂天證券金業將僅對其直接過失、蓄意過錯或欺詐行為負責。樂天證券金業不對因其依據本協議使用的任何代理人或其他方面的過錯而招致的損失承擔責任。

19. 黃金/白銀價格變動風險

如果客戶指令樂天證券金業簽訂某項黃金/白銀交易：(a) 任何由於影響該貨幣的價格變動或交易價格的變動所帶來的盈利或損失將完全由客戶承擔；(b) 所有最初或後續保證金存款將以美元或港幣計算，金額由樂天證券金業全權酌情規定。(c) 樂天證券金業獲授權按其以全權酌情權根據當時貨幣市場釐定的價格將客戶賬戶的資金兌換成本幣或外幣作保證金用途。

20. 風險確認通知

客戶承認投資於槓桿或非槓桿的交易是投機性的，涉及高度風險，只適合於能夠承擔超過其保證金存款損失風險的人士。客戶理解由於黃金/白銀交易通常要求保證金較低，黃金/白銀的價格變動可能帶來相當大損失，該損失可能超過客戶的投資和保證金存款，客戶保證其願意且能夠在財務上或其他方面承擔黃金/白銀交易的風險。考慮到樂天證券金業為其開辦的賬戶，客戶同意不就因遵循樂天證券金業或其僱員、代理人或代表人作出的交易推薦或建議而造成的交易損失追究樂天證券金業的責任。客戶認識到保證貨幣交易的盈利或不受損失是不可能的。客戶承認客戶未從樂天證券金業、其任何代表、介紹人，或其他與客戶開辦賬戶有關的實體處獲得這類保證，並且客戶未根據任何此類保證或類似聲明簽訂本協定。此外，客戶承認其可能因任何監管機構或任何其他原因為消滅或限制交易商處理客戶的未平倉合約的能力而採取的行動受到影響，並且在這些情況下，客戶可能被要求減少其於樂天證券金業未平倉的合約的數目或將其平倉。

21. 交易推薦

樂天證券金業可能不時發佈或向客戶通報一般性市場訊息，這類資訊來源於一般性市場資料，不得視為交易建議。(a) 客戶承認 (i) 任何由樂天證券金業或其他任何公司內部人員向客戶提供的市場推薦和資訊並不構成一項出售黃金/白銀合約的要約或招徠購買黃金/白銀合約的要約；(ii) 此類推薦和資訊，儘管基於樂天證券金業認為可靠的資訊來源，有可能完全基於某一經紀人的意見，故此類資訊可能並不完善或未經驗證；(iii) 樂天證券金業不就提供給客戶的任何資訊或交易推薦的準確與完備性作出任何聲明、保證或擔保，並不對此負責。客戶承認樂天證券金業及其主管、董事、關聯機構、關聯人、股東或代表有可能持有黃金/白銀持倉或有意交易黃金/白銀，這類交易也將獲得市場推薦，樂天證券金業或其上述主管、董事、關聯機構、關聯人、股東或代表的市場持倉可能與客戶從樂天證券金業獲得的推薦並不一致。客戶承認樂天證券金業未就合約的稅務影響或待遇作出任何保證。(b) 客戶進一步承認，無論是否以全權委託或非全權委託形式，若客戶將交易權力或對其賬戶的控制授予第三者（「交易代理」），樂天證券金業不承擔對客戶所選擇的交易代理人進行復核或提供有關建議的任何責任。客戶理解樂天證券金業不就任何交易代理人作出任何聲明或保證。樂天證券金業不對客戶因交易代理人的行為遭受的任何損失承擔責任。樂天證券金業沒有以暗示或其他方式同意或批准交易代理人的任何操作方法。客戶授權交易代理行使客戶賬戶的任何權利，客戶承認風險由客戶自行承擔。客戶承認樂天證券金業不提供交易建議，並且樂天證券金業也未允許其代表、關聯人或僱員提供此類交易建議。

22. 財務訊息披露

客戶聲明並保證其在此文件中向樂天證券金業披露的財務訊息準確地表述了客戶目前的財務狀況。客戶聲明並保證在確定其淨值時，資

Client's current financial condition. The Client represents and warrants that in determining the Client's Net Worth, Assets and Liabilities were carefully calculated then Liabilities were subtracted from Assets to determine the value that the Client has included in the financial information as Net Worth. The Client represents and warrants that in determining the value of Assets, the Client included cash and/or cash equivalents, Government and Marketable securities, real estate owned (excluding primary residence), the cash value of life insurance and other valuable Assets. The Client represents and warrants that in determining the value of Liabilities, the Client included notes payable to banks (secured and unsecured), notes payable to relatives, real estate mortgages payable (excluding primary residence) and other debts. The Client represents and warrants that in determining the Client's Liquid Assets the Client included only those Assets that can be quickly (within one day's time) converted to Cash. The Client represents and warrants that the Client has very carefully considered the portion of the Client's assets which the Client considers to be Risk Capital. The Client recognizes that Risk Capital is the amount of money the Client is willing to put at risk and if lost would not, in any way, change the Client's lifestyle. The Client agrees to immediately inform Rakuten Securities Bullion if the Client's financial condition changes in such a way to reduce the Client's Net Worth, Liquid Assets and/or Risk Capital.

23. NO GUARANTEES

Client acknowledges that Client has no separate agreement with Client's broker or any Rakuten Securities Bullion employee or agent regarding the trading in the Account, including any agreement to guarantee profits or limit losses in the Account. Client understands that Client is under an obligation to notify Rakuten Securities Bullion's Compliance Officer immediately in writing as to any agreement of this type. Further, Client understands that any representations made by anyone concerning Account that differ from any statements Client receives from Rakuten Securities Bullion must be brought to the attention of Rakuten Securities Bullion's Compliance Officer immediately in writing. Client understands that Client must authorize every transaction prior to its execution unless Client has delegated discretion to another party by signing Rakuten Securities Bullion's Limited Power of Attorney, and any disputed transactions must be brought to the attention of Rakuten Securities Bullion's Compliance Officer pursuant to the notice requirements of this Client Agreement. Client agrees to indemnify and hold Rakuten Securities Bullion harmless from all damages or liability resulting from Client's failure to immediately notify Rakuten Securities Bullion's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to Rakuten Securities Bullion at its home office.

24. CREDIT

Client authorizes Rakuten Securities Bullion or agents acting on behalf of Rakuten Securities Bullion to investigate Client's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as Rakuten Securities Bullion shall deem appropriate to verify information regarding Client. Client further authorizes Rakuten Securities Bullion to investigate Client's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, banks, and compliance data centers as Rakuten Securities Bullion shall deem appropriate. Upon reasonable request made in writing by Client to Rakuten Securities Bullion, Client shall be allowed to review any records maintained by Rakuten Securities Bullion relating to Client's credit standing. Client shall also be allowed, at Client's sole cost and expense, to copy such records.

25. PERSONAL DATA (PRIVACY) ORDINANCE

Where Rakuten Securities Bullion hold personal data (including the name, telephone number, fax number, e-mail address and mailing address, etc.) within the meaning of the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of Hong Kong), the Client agrees that (subject to the provisions of that Ordinance) any such data may be used for the following purposes: a) sharing, cross-checking and transferring that personal data with any Rakuten Securities Bullion's affiliated or associated companies or Rakuten Group whether in relation to new or existing client verification procedures, ongoing account administration or direct or indirect marketing of any investment, dealing or related services or products; b) the comparison and/or transfer to third party service providers of such personal data for the purposes of credit checking and/or data verification; c) any purpose relating to or in connection with the compliance of any law, regulation, court order or order of a regulatory authority, including the provision of any such data to any such regulatory authority as required by law or regulation; d) any other purpose relating to or in connection with Rakuten Securities Bullion's business or dealings or the business or dealing of Rakuten Securities Bullion's affiliated or associated company or any member of Rakuten Group.

Your personal data held by Rakuten Securities Bullion will be kept confidential but Rakuten Securities Bullion's affiliated or associated company or Rakuten Group may provide information to 1) any agent or third party services provider who provides services to any of Rakuten Securities Bullion's affiliated or associated companies or Rakuten Group in connection with the operation of its business 2) any regulatory or governmental authorities which relates to or govern any business of any of Rakuten Securities Bullion's affiliated or associated companies or Rakuten Group and 3) any person that Rakuten Securities Bullion consider as appropriate or fit including any of Rakuten Securities Bullion's affiliated or associated companies or a member of Rakuten Group and its employees under a duty of confidentiality. Such information

產與負債已被仔細計算，並將負債從資產中扣減來確定客戶在財務訊息中提供的淨值。客戶聲明並保證在確定資產價值時，客戶包括了現金及/或現金等值品、政府債券和可流通證券、自有房產（不含主要住宅）、人壽保險的現金價值及其他有價值資產。客戶聲明並保證在確定負債價值時，客戶包括了應付銀行的本票（有抵押及無抵押）、應付親屬的本票、應付房地產按揭（不含主要住宅）及其他債務。客戶聲明並保證在確定其流動資產時，客戶僅包括能迅速（一天時間以內）轉換為現金的資產。客戶聲明並保證其已非常仔細地考慮了客戶資產中可劃為風險資本的部分。客戶認識到風險資本指客戶願意就其承擔風險的款額，且即使損失也不會對客戶的生活方式帶來任何改變。如果客戶的財務狀況發生變化致使客戶的淨值、流動資產及/或風險資本降低，客戶同意立即通知樂天證券金業。

23. 不作保證

客戶確認，客戶並無與客戶的經紀人或任何樂天證券金業僱員或代理人就其於樂天證券金業賬戶內的交易簽訂任何獨立協議，包括任何保證賬戶盈利或限制損失的任何協議。客戶理解其有責任以書面形式立即通知樂天證券金業法務人員任何此類協議。此外，客戶理解如果任何人士就賬戶作出的聲明有別於客戶自樂天證券金業獲得的聲明，客戶必須立即以書面形式通知樂天證券金業法務人員。客戶理解其必須在每項交易執行之前授權進行該項交易，除非客戶已通過簽訂樂天證券金業的有限授權書將酌情權授予另一方，而任何有爭議的交易必須根據本客戶協議書的通知要求知會樂天證券金業法務人員。客戶同意，因客戶未能及時通知樂天證券金業法務人員發生本文所述的任何情況而造成的所有損害或債務，客戶將向樂天證券金業作出賠償及使其不致招致該等損害或債務。本條款要求的所有通知應送達樂天證券金業的總部。

24. 信譽

客戶授權樂天證券金業或其代理人以樂天證券金業的名義調查客戶的信用狀況並為此聯繫樂天證券金業認為與證實客戶資訊有關的適當銀行、金融機構和信用機構。客戶進一步授權樂天證券金業調查其目前和過去的投資活動，並為此聯繫樂天證券金業認為合適的期貨委託商、交易所、經紀人/交易商、銀行，及法務資訊中心。如果客戶以書面形式向樂天證券金業做出合理請求，客戶可獲准審閱樂天證券金業就客戶信貸狀況而存置的紀錄。客戶可被允許複印上述記錄，成本及費用完全由客戶承擔。

25. 《個人資料（私隱）條例》

若樂天證券金業持有香港《個人資料（私隱）條例》（香港法例第486章）的定義範圍內持有個人資料（包括閣下的姓名、電話號碼、傳真號碼、電郵地址和郵寄地址等等），客戶同意樂天證券金業（在本條例規定的前提下）可能將此等個人資料用於下列用途：(a) 在新客戶或現有客戶驗證程式、持續賬戶管理或任何投資、交易或相關服務或產品的直接或間接市場推廣上，與樂天證券金業的任何聯屬或關聯公司或樂天集團互相分用、反覆查證及轉移該等個人資料；(b) 為查核信貸狀況及/或核證資料之目的，比較該等個人資料及/或將該等個人資料轉移給第三方服務供應商；(c) 關於或有關遵守任何法律、法規、法院命令或監管機構的命令的任何用途，包括按照法律或規例的要求向任何該等監管機構提供任何該等資料；(d) 關於或有關樂天證券金業的業務或往來事務，或樂天證券金業的聯屬或關聯公司或樂天集團任何成員公司的業務或往來事務的任何其他用途。

由樂天證券金業持有關於閣下的個人資料將會予以保密，惟樂天證券金業的聯屬或關聯公司或樂天集團可能會提供資料予以下機構/人士：1) 就其業務經營向樂天證券金業的聯屬或關聯公司或樂天集團提供服務的任何代理人或第三方服務供應商；2) 有關或監管樂天證券金業的聯屬或關聯公司或樂天集團任何業務的任何監管或政府機構；及 3) 根據保密責任，樂天證券金業視為適當或合適的任何人士，包括樂天證券金業的聯屬或關聯公司或樂天集團及其僱員。該等資料可能會被轉移至香港以外的地方。該處未必可以獲得與在香港相同或類似程度的保障。

may be transferred to a place outside Hong Kong where it may not have protection to the same or similar level in Hong Kong.

In accordance with the terms of the Personal Data (Privacy) Ordinance, any client has the right:

- To determine whether Rakuten Securities Bullion holds data about that client and access such data.
- To request Rakuten Securities Bullion correct any inaccurate data relating to the client.
- To ascertain Rakuten Securities Bullion's policies and practices in relation to data and be informed of the kind of personal data held by any of Rakuten Securities Bullion's affiliated or associated companies or Rakuten Group.
- To request Rakuten Securities Bullion cease from using his/her personal data for direct or indirect marketing purpose by writing.

Rakuten Securities Bullion has the right to charge a reasonable fee for the processing of any data access request in accordance with the terms of the Personal Data (Privacy) Ordinance. Requests for access to data or correction of data or for information regarding Rakuten Securities Bullion's privacy policy and practices should be addressed to the following:

The Data Protection Officer, Rakuten Securities Bullion Hong Kong Limited, Unit 501, 5/F, Nexxus Building, 41 Connaught Road Central, Hong Kong
Telephone: (852) 2119 0116 Fax: (852) 2119 0117

26. WAIVER OR AMENDMENT

- 26.1 No provision of this Agreement may be waived or amended unless the waiver is in writing and signed by both Client and an authorized officer of Rakuten Securities Bullion.
- 26.2 Rakuten Securities Bullion may amend, modify, substitute or supplement the terms of this Agreement from time to time or at any time written notice to Client, which may include the publishing of the amended terms on Rakuten Securities Bullion's website or by sending an email to client. Amendments shall become effective on the date specified in the notice.
- 26.3 No oral agreements or instructions to the contrary shall be recognized or enforceable. This instrument and the attachments hereto embody the entire agreement of the parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

27. GOVERNING LAW AND JURISDICTION 《Intentionally Omitted》

28. BINDING EFFECT

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts at any time opened or reopened with Rakuten Securities Bullion irrespective of any change or changes at any time in the personnel of Rakuten Securities Bullion or its successors, assigns, or affiliates. This Agreement including all authorizations, shall inure to the benefit of Rakuten Securities Bullion and its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Client and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Client. Client hereby ratifies all transactions with Rakuten Securities Bullion affected prior to the date of this Agreement, and agrees that the rights and obligations of Client in respect thereto shall be governed by the terms of this Agreement.

29. TERMINATION

This Agreement shall continue in effect until termination, and may be terminated by Client at any time when Client has no open OTC Bullion position(s) and no liabilities held by or owed to Rakuten Securities Bullion upon the actual receipt by Rakuten Securities Bullion at its home office of written notice of termination, or at any time whatsoever by Rakuten Securities Bullion upon the transmittal of written notice of termination to Client; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Client of any obligations arising out of any deficit balance.

30. INDEMNIFICATION

Neither Rakuten Securities Bullion nor any of its officers, employees or agents shall be liable to the Client for any loss or damage suffered by the Client or any [Client Group Company] arising out of or in connection with any act or omission in relation to the Account, unless such loss or damage results from the misconduct or gross negligence of Rakuten Securities Bullion. Client further agrees to indemnify and hold Rakuten Securities Bullion, its affiliates, employees, agents, successors, assigns and Rakuten Group harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Rakuten Securities Bullion arising out of Client's failure to fully and timely perform Client's agreements herein or should any of the representations and warranties fail to be true and correct or the occurrence of an "Exceptional Market Event" which shall be defined as the suspension, closure, liquidation, imposition of limits, special or unusual terms, excessive movement, volatility or loss of liquidity in any relevant market, currency, or relevant trading instrument or where Rakuten Securities Bullion reasonably believes that any of the above circumstances are about to occur. Client also agrees to pay promptly to Rakuten Securities Bullion all damages, costs and expenses, including attorney's fees, incurred by Rakuten Securities Bullion in the

根據《個人資料(私隱)條例》的條款,任何客戶均有權:

- 決定樂天證券金業有否持有該客戶的資料及取得該等資料;
- 要求樂天證券金業更正有關客戶的任何不實資料;
- 確定樂天證券金業在個人資料方面的政策及實務及獲告知樂天證券金業的聯屬或關聯公司或樂天集團所持有的個人資料的種類;
- 以書面方式要求樂天證券金業終止使用其個人資料作直接或間接市場推廣用途。

樂天證券金業有權就處理根據《個人資料(私隱)條例》的條款而提出索取資料的要求收取合理的費用。有關索取資料或更正資料或索取有關樂天證券金業私隱保障政策及實務資料的要求,請參閱以下聯絡詳情:

保障資料主任: 樂天證券金業香港有限公司, 香港干諾道中 41 號 5 樓 501 室
電話: (852) 2119 0116 傳真: (852) 2119 0117

26. 豁免或修訂

- 26.1 本協議書的任何條款不可免除,除非該豁免或修訂是以書面形式作出且由客戶和樂天證券金業授權的主管共同簽署。
- 26.2 樂天證券金業可不時或任何時間書面通知客戶變更、修改、替代或補充本協議的條款。書面通知包括於樂天證券金業的網站上公佈修訂條款或向客戶發送電子郵件。修訂將於通知中所指定的日期開始生效。
- 26.3 任何口頭協定或指令與書面協定不符的均不可被承認或執行。本檔及其附件包含了協定雙方的全部協定,代替任何及所有過去的書面或口頭協議,且除在此所包含的事項,再無其他任何條件、條款或義務。

27. 監管法律及司法管轄權《已蓄意省略》

28. 約束效力

不論任何樂天證券金業或其繼承人、受讓人或關聯機構的人事有何變動,本協議將持續有效,並涵蓋客戶任何時候個別及共同於樂天證券金業開立或重新開立的所有賬戶。如果發生合併、兼併或其他變動,本協議(含任何授權)將對樂天證券金業及其繼承人及受讓人的利益有效,並對客戶及/或其遺產繼承人、遺產執行人、受託人、遺產管理人、法定代表、繼承人和受讓人具有約束力。客戶在此批准本協定日之前與樂天證券金業發生的所有交易,並同意客戶與此類交易有關的權利或義務受本協議條款的管轄。

29. 終止

本協議在終止前將一直有效。客戶可在任何時候終止協議,只要屆時客戶不持有未平倉的黃金/白銀持倉,不對樂天證券金業負有任何負債,且樂天證券金業總部實際收到書面終止通知。樂天證券金業可以於任何時候向客戶發出書面終止通知,條件是如此終止並不影響任何之前簽訂的交易的有效性,且並不解除任何一方在此協議下的任何義務,或由客戶的任何欠款引起的債務。

30. 賠償

樂天證券金業,其主管、僱員或代理人均不因任何有關賬戶的行為或不行為對客戶或任何客戶集團公司產生的損失或損害承擔責任,除非該損失或損害是由樂天證券金業的過錯或重大過失造成。此外,客戶同意如果因為客戶未能完全與及時地履行其承諾或其聲明或保證並不屬實或正確,或出現「罕見的市場事件」,其應被定義為任何相關市場、貨幣或相關交易產品的暫停、關閉、清算、實施限制、特殊或異常條款、過度的變化、波動性或喪失流通量,或樂天證券金業有理由相信任何上述情況即將發生,而給樂天證券金業招致任何債務、損失、損害、成本或費用,包括律師費,客戶將對此向樂天證券金業、其關聯機構、僱員、代理人、繼承人、受讓人及樂天集團予以賠償,以使之不受損害。客戶同時同意立即賠償樂天證券金業所有在執行本協議任何條款或其他樂天證券金業與客戶簽訂的協定時招致的任何損害、成本與費用,包括律師費。因樂天證券金業無法合理控制的原因,包括但不限於火災、暴動、罷工、僱主停工、戰爭、政府管制、本地或國際限制或禁令、設備技術故障、停電或其他導致或可能導致外匯即時牌價異常變動的情形、國際及/或國內市場關閉或其他影響樂

enforcement of any of the provisions of this Agreement and any other agreements between Rakuten Securities Bullion and Client. Rakuten Securities Bullion is not liable for any failure or delay to meet its obligations due to any cause beyond its reasonable control which shall include but not be limited to fires, riots, strikes, lock-outs, wars, governmental control, restriction or prohibition whether local or international, technical failure of any equipment, power failure, or any other causes which results or is likely to result in the erratic behavior of the spot OTC Bullion prices transactions; the closure of international and/or local markets or any other causes affecting the operation of Rakuten Securities Bullion.

31. CROSS TRADE CONSENT

The undersigned hereby acknowledges and agrees that a situation may arise whereby an officer, director, affiliate, associate, employee, bank, bank employee or dealer associated with Rakuten Securities Bullion may be the opposing broker for a trade entered for the undersigned's account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules or Regulations of any bank, institution, exchange or board of trade upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any other applicable law.

32. ACCEPTANCE

This Agreement shall not be deemed to be accepted by Rakuten Securities Bullion nor become a binding contract between Client and Rakuten Securities Bullion until approved by Rakuten Securities Bullion and signed by its representative(s).

33. CONSENT TO JURISDICTION AND VENUE

Client, in order to induce Rakuten Securities Bullion to accept this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agrees to the following: (a) Any judicial, administrative action or proceeding, including but not limited to, arbitration conducted by a self-regulatory or other private organization arising directly or indirectly hereunder or in connection with the transactions contemplated hereby, whether brought by Client or Rakuten Securities Bullion, shall be held, at the sole discretion of Rakuten Securities Bullion within Hong Kong Special Administrative Region exclusively. Client consents and submits to, and waives any and all objections Client may have to such venue, and further agrees to waive and forego any right Client may have to transfer or change the venue of any action or proceeding encompassed hereby; and, (b) Client consents and submits to the jurisdiction of any court located within Hong Kong Special Administrative Region in any action or proceeding arising directly or indirectly hereunder or in connection with the transaction hereby, whether brought by Client or Rakuten Securities Bullion.

34. RECORDINGS

Client agrees and acknowledges that all telephone conversations between Rakuten Securities Bullion and Client made in the course of business will be recorded on a centralized tape recording system operated by Rakuten Securities Bullion. All recordings shall be used solely for the purpose of verifying the accuracy of transactions and that strict rules and procedures are in place to ensure the confidentiality of those transactions. Such telephone conversations may be electronically recorded with or without the use of an automatic tone-warning device. Client further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Client or Rakuten Securities Bullion. Client understands that Rakuten Securities Bullion destroys such recordings at regular intervals in accordance with Rakuten Securities Bullion's established business procedures and Client hereby consents to such destruction.

35. COMPLIANCE WITH LAWS

The Client shall not instruct Rakuten Securities Bullion and Rakuten Securities Bullion shall not be obliged to act upon instructions of the Client to do anything which is a breach of, would or is likely to involve Rakuten Securities Bullion becoming or being in breach of any other applicable laws or regulations or any act which, in the sole and absolute opinion of Rakuten Securities Bullion might jeopardize any of its rights under this Agreement.

36. TAX

- 36.1 Rakuten Securities Bullion shall not provide any advice to the Client on any tax issue related to any Services. The Client is advised to obtain individual and independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.
- 36.2 The Client is responsible for the payment of all taxes that may arise in relation to its transactions.
- 36.3 Rakuten Securities Bullion may make deductions and/or withholdings as required by applicable laws and regulations.

37. Mobile Trading Platforms Terms of Service and Risk Disclosure

37.1 Terms of Service:

It is strongly recommended that you familiarize yourself with the functionalities of Mobile Trading Platforms prior to managing your live account via a portable device.

- (a) Mobile Trading Platforms are comprised of mobile trading software provided exclusively through public telecommunication networks, circuits and other public connections to the Desktop Trading Platforms. Mobile Trading Platforms

天證券金業正常營業的情形，樂天證券金業不對其未履行或遲延履行義務的行為承擔責任。

31. 交叉交易的同意

簽署人在此承認並同意下述情況有可能出現，即與樂天證券金業相關的某一職員、董事、關聯機構、關聯人、僱員、銀行或銀行僱員、或交易商可能是簽字人賬戶所進行的交易的對手經紀人。簽署人在此同意進行受執行買賣訂單的銀行、機構、交易所或交易委員會的規則或規例中所載的限制及條件(如有)，以及其他適用法例中所載的限制與條件所約束的該等交易。

32. 接受

僅當由樂天證券金業批准並由其代表簽署之後，本協議方可被視為已獲樂天證券金業所接受並成為客戶與樂天證券金業之間的具有約束力的合同。

33. 司法轄區及司法管轄地的同意

客戶為促使樂天證券金業接受本協議書及為了其他在此承認已收到並足夠的有益且有價值的考慮，在此同意：(a) 任何直接或間接因本協議或與本協議預計進行之交易有關的司法、行政行動或法律程序，包括但不限於自我監管或其他私人組織進行之仲裁(不論由客戶抑或樂天證券金業提起)，將由樂天證券金業全權酌情僅在香港特別行政區內進行。客戶同意及接受放棄對該司法管轄地提出任何及所有異議，以及進一步同意放棄轉移或更改本協議所包含之行動或法律程序執行司法管轄地的權利；及(b) 客戶同意及接受在任何直接或間接因本協議或與本協議之交易有關的任何行動或法律程序中(不論由客戶抑或樂天證券金業提起)，受香港特別行政區內法院的司法管轄權管轄。

34. 錄音

客戶同意並承認樂天證券金業與客戶於業務過程中進行之所有電話談話，將會由樂天證券金業操作之中央錄音系統錄音。所有錄音將只用作核證交易準確之用，樂天證券金業所訂立之嚴格規則及程式將確保交易得以保密。不論是否使用自動的警告提示，上述電話談話可能被以電子方式錄音。客戶進一步同意在涉及任何客戶或樂天證券金業的糾紛或法律程序中，任何一方可以使用此類錄音及謄本作為證據。客戶理解並同意樂天證券金業定期根據其確立的營業程序銷毀這類錄音，而客戶謹此同意樂天證券金業銷毀該等錄音。

35. 遵守法律

客戶不得指示樂天證券金業，而樂天證券金業亦無責任根據客戶的指示進行任何違反、將或可能會令樂天證券金業變作違反或違反任何其他適用法例或規例，或樂天證券金業全權酌情認為可能會損害其於本協議下之任何權利的行為。

36. 稅務

- 36.1 樂天證券金業不應向客戶就任何服務提供與稅務有關的建議。樂天證券金業建議客戶就相關服務的稅務問題向其財務顧問、審計員或法律顧問尋求個人及獨立的建議。
- 36.2 客戶需繳納對其交易過程中可能產生的所有稅款負責。
- 36.3 樂天證券金業可能會根據適用法律和法規的要求扣除和/或扣繳稅款。

37. 流動交易平台的服務條款和風險披露

37.1 服務條款

我們強烈建議客戶在使用可攜式設備管理真實賬戶之前，應熟習流動交易平台的功能。

- (a) 流動交易平台是由公共電信網絡、線路和其他公共連接系統提供專有連接到桌面交易平台的流動交易軟件所組成。流動交易平台採用公共電信網絡線路傳輸信息。在任何或全部情況下，客戶可

utilize public telecommunication network circuits for the transmission of messages, Rakuten Securities Bullion shall not be liable for any and all circumstances in which you may experience a delay in price quotation or an inability to trade caused by network circuit transmission problems that may arise between you and any internet service provider, phone service provider, or any other service provider or related to any other problems outside the direct control of Rakuten Securities Bullion.

- (b) Rakuten Securities Bullion will endeavor to use commercially reasonable efforts to ensure the security of information and transactions conducted via Mobile Trading Platforms. However, you are obligated and solely responsible to keep your password(s) and other confidential information secret and ensure that third parties do not obtain access to your account or your portable device. You will be solely liable for any and all trades executed by means of your password(s) even if such use may be wrongful. Rakuten Securities Bullion may rely on all orders and instructions submitted using your password(s) without further inquiry or verification.
- (c) You agree that neither Rakuten Securities Bullion nor its third party service providers will be liable for the reliability or accuracy of the information made available via Mobile Trading Platforms. Such information is reasonably believed to be accurate and timely; however, there are no explicit or implicit warranties of accuracy or timeliness in connection therewith or continued availability of this information, and such information should not be relied upon as such.
- (d) You agree that as between Desktop Trading Platforms and Mobile Trading Platforms, the Desktop Trading Platforms are the primary means relied upon for all order and trade related services including but not limited to confirmations, account balances, margin balances, price quotes, account status, and account details. In the event of any inconsistencies between Desktop Trading Platforms and Mobile Trading Platforms, Desktop Trading Platforms shall govern.
- (e) You agree that you will not rely on the Mobile Trading Platforms as your primary means of placing trades. You agree that the Mobile Trading Platforms are being provided solely as a convenience and not as an alternative to Desktop Trading Platforms.

37.2 Risk Disclosure:

- (a) You understand that by choosing to conduct trading activity via Mobile Trading Platforms, you assume and accept certain risks for which you agree that neither Rakuten Securities Bullion nor its third party service provider shall be liable, including but not limited to the risk of: power outages; broken connections; network circuit obstruction or congestion; transmission failures; transmission delays; the risk of delayed communications during periods of increased market volatility; and/or other occurrences outside Rakuten Securities Bullion's direct control (collectively, "Technical Problems"). Order execution via Mobile Trading Platforms is not guaranteed. You hereby agree to indemnify and hold Rakuten Securities Bullion harmless with respect to any and all losses you may sustain in connection with any and all Technical Problems. Customer service inquiries relating to Technical Problems should be directed to Rakuten Securities Bullion. However, in no event will Rakuten Securities Bullion be liable for your inability to engage in trading activity via Mobile Trading Platforms and Rakuten Securities Bullion shall not be responsible for any losses or missed opportunities incurred by you due to the delayed or non-delivery of any order or instruction via Mobile Trading Platforms.
- (b) You agree that Rakuten Securities Bullion shall not be responsible for any fees associated with your use of Mobile Trading Platforms should you incur any fees from your internet service provider, phone service provider, or any other service provider used to access Mobile Trading Platforms.
- (c) Online trading and trading via portable device, no matter how convenient or efficient, does not reduce the risks associated with OTC Bullion trading. Rakuten Securities Bullion will not be liable to you or any third party for the accuracy or timeliness of any and all information provided via Mobile Trading Platforms or for any and all actions on such information.
- (d) If you have any doubts as to whether an order placed via mobile trading platforms has been executed, you should not place additional orders via mobile trading platforms; Rather, you should contact Rakuten Securities Bullion for information regarding order status or log on to desktop trading platforms. Rakuten Securities Bullion's physical telephone trading desk is maintained during trading hours as an alternative method of communication during mobile trading platforms service interruptions or when experiencing technical problems.

STATEMENT BY THE CLIENT AND RAKUTEN SECURITIES BULLION ON NOTIFICATION OF CHANGE

Client and Rakuten Securities Bullion agree to undertake with each other that each will notify the other of any material change to the information provided in the Client Agreement of even date between Client and Rakuten Securities Bullion.

MATERIAL INTEREST AND CONFIDENTIALITY

Your attention is drawn to the fact that when we deal with you or for you, we or an affiliate or some other person connected with us may have an interest, relationship or arrangement that is material. Without limiting the nature of such interests, examples include where we or an affiliate could be:

能會遇到因為客戶與任何互聯網服務提供商、電話服務供應商或任何其他服務供應商之間可能出現的網絡線路傳輸問題或與樂天證券金業直接控制範圍以外的任何其他問題而導致報價出現延誤或無法進行交易，樂天證券金業將不會承擔責任。

- (b) 樂天證券金業將會盡商業上合理的努力確保信息及透過流動交易平台進行的交易的安全性。然而，客戶有責任及須全權負責確保客戶的密碼和其他機密信息保密，及確保第三者無法進入客戶的賬戶或可攜式設備。即使密碼可能會被不法使用，客戶須獨自承擔任何及所有使用客戶的密碼所執行的交易。樂天證券金業不會在執行使用客戶的密碼所下的命令和指示前作進一步的調查或核實。
- (c) 客戶同意樂天證券金業或其第三方服務供應商無需為流動交易平台提供的資料的可靠性或準確性承擔責任。這些資料理應是準確和及時的；然而，樂天證券香港並無就與上述有關的準確性或及時性或繼續提供這種信息作出任何明示或暗示的保證，而此等資料亦不應以此等方式而予以依賴。
- (d) 客戶同意在桌面交易平台和流動交易平台之間，桌面交易平台是所有下單和交易相關服務所依賴的主要途徑，包括但不限於確認、賬戶結餘、保證金結餘、報價、賬戶狀態及賬戶的詳細資料。若桌面交易平台和流動交易平台產生任何不一致的情況，概以桌面交易平台為準。
- (e) 客戶同意，客戶不會依靠流動交易平台作為客戶交易的主要途徑。客戶同意流動交易平台只為提供便利，並非桌面交易平台的替代途徑。

37.2 風險披露

- (a) 客戶明白，選擇通過流動交易平台進行交易活動，客戶需承擔及接受一定的風險，為此客戶同意樂天證券金業或其第三方服務供應商無需承擔責任，包括但不限於以下風險：電力中斷；連接中斷；網絡線路阻塞；傳輸失敗；傳輸延誤；市場波幅增加期間通信延誤的風險；及/或其他樂天證券金業直接控制範圍以外的事件（統稱為「技術問題」）。通過流動交易平台執行的下單是不能保證的。對於客戶可能因任何及所有技術問題而蒙受的任何及所有損失，客戶謹此同意賠償和使樂天證券金業不致招致該等損害。有關技術問題的客戶服務查詢可向樂天證券金業提出。然而，在任何情況下，若客戶因不能通過流動交易平台從事交易活動，樂天證券金業概不負責，而樂天證券金業概不就客戶因使用流動交易平台作出的單子或指示出現延誤或未交付而招致的任何損失或錯失的機會負責。
- (b) 客戶同意，若客戶與互聯網服務供應商、電話服務供應商或任何用以連接流動交易平台的任何其他服務供應商產生的任何費用，樂天證券金業不需承擔與客戶使用流動交易平台相關的任何費用。
- (c) 儘管網上交易和使用可攜式設備交易是如何方便或高效，都不會減低黃金/白銀交易的相關風險。樂天證券金業不會為由流動交易平台提供的任何及所有信息的準確性或及時性或任何或所有因該信息而作出的行動對客戶或任何第三方承擔責任。
- (d) 若客戶對經流動交易平台的下單有否執行存有疑問，請不要使用流動交易平台追加下單。相反，客戶應該聯絡樂天證券金業或登錄樂天證券金業交易平台查詢有關下單狀態的資訊。樂天證券金業的電話交易室在交易時間服務，以作為流動交易平台服務中斷或遇到技術問題時的另一種溝通方法。

客戶與樂天證券金業就發送變更通知作出的聲明

客戶和樂天證券金業同意，彼此承諾對方若本客戶協議書上提供的資料有任何重大變更，將於變更同一日向另一方發出通知。

重要利益和保密性

客戶請注意，當本公司與客戶進行交易或本公司為客戶進行交易時，本公司或關聯公司或與本公司有關聯的一些其他人士可能有實質利益、關係或安排。在不限制該等利益性質的情形下，其中的例子包括本公司或關聯公司可能：

1. dealing in the investment, a related investment or an asset underlying the investment, as principal for our (or its) own account or that of someone else. This could include selling to you or buying from you and also dealing with or using the services of an intermediate broker or other agent who may be an affiliate;
2. buying from you and selling immediately to another customer, or vice versa;
3. holding a position (including a short position) in the Investment concerned, a related Investment or asset underlying the Investment;
4. quoting prices to the market in the Investment, a related Investment or asset underlying the Investment;
5. advising and providing other services to affiliates or other customers who may have interests in Investments or underlying assets which conflict with your own.

You accept that we and our affiliates may have interests which conflict with your interests and may owe duties which conflict with duties which would otherwise be owed to you, and consent to our acting in any manner which we consider appropriate in such cases subject to applicable regulations.

NO LIABILITY TO DISCLOSE OR ACCOUNT

We will comply with applicable regulations binding on us, but we shall be under no further duty to disclose any interest to you, including any benefit, profit, commission or other remuneration made or received by reason of any Transaction or any matching transaction.

INFORMATION BARRIERS

We maintain arrangements which restrict access by our employees to information relating to areas of our business (and that of Affiliates) with which, and the affairs of clients with whom, they are not directly concerned. Accordingly, we shall not be required to have regard to or disclose to you or make use of any information which belongs to or is confidential to another client or to us or any Affiliate, and we may be unable to advise or deal with you in relation to particular investments without disclosing the reason for this.

CONSENT TO ACCESSING CONFIRMATION & ACCOUNT STATEMENTS

Unless instructed by the Client with a written notice to Rakuten Securities Bullion, Client hereby consents and authorizes Rakuten Securities Bullion to post all of the Account information, activity, trade confirmations, daily, monthly and yearly statements and report of each executed trades on Rakuten Securities Bullion trading platforms where Client is able to access such information with the Client's Access Codes. Client further consents to have the Account information and trade confirmations, including without limitation, contract notes and statements of account, delivered to Client via E-mail. Posting and updating the statements or account information on Client Account in the trading platforms will be deemed delivery of confirmation and account statements to the Client. At all times, account information will include trade confirmations with ticket numbers, purchase and sale rates, used margin, amount available for margin trading, statements of profits and losses, as well as current open or pending positions. Client may revoke this consent at any time upon written notice to Rakuten Securities Bullion.

CONSENT TO ELECTRONIC SIGNATURE

Both Rakuten Securities Bullion and you agree all contracts and agreements related to your relationship with Rakuten Securities Bullion may be formed wholly and partly by electronic signature. You agree that: (1) by filling out the form on the Rakuten Securities Bullion website with your personal identification information and clicking "Continue" and/or "Submit" and submitting the information via the Rakuten Securities Bullion website, that such electronic record constitutes and contains your electronic signature for the purposes of Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong); (2) you have attached your electronic signature for the purpose of identifying yourself and indicating your authentication and approval of the information contained in the electronic record; and (3) consent to use of electronic signatures. You represent and warrant that you are not acting on behalf of a government entity and if you are acting on behalf of a government entity, then you must only physically sign our client agreement and related documents via physical paper signature.

ADDITIONAL NOTICES

1. All Accounts are a sub-account of one major Rakuten Securities Bullion account.
2. All Accounts will have trades executed via the Rakuten Securities Bullion account and Rakuten Securities Bullion trading lines.
3. All Accounts will have its margin requirements established by the trading platform at Rakuten Securities Bullion.
4. The automated Rakuten Securities Bullion trading system will distribute profits and losses accordingly to all Accounts.
5. Rakuten Securities Bullion establishes all rules and provisions for Accounts, including but not limited to minimum account size, investment time period, commissions and incentive fees, or any other financial arrangements.
6. It is the Client's responsibility to find out all necessary information about Rakuten Securities Bullion and make sure that all arrangements are discussed and clearly understood prior to any trading activity.
7. It is the Client's responsibility to find out all necessary information about a Trading Agent prior to any trading activity, if the account is to be traded by someone other than himself.

1. 作為委託人，為本公司（或其）自身或其他人士的賬戶，進行投資、該投資的相關投資或相關資產交易。包括向客戶賣出或從客戶買入，以及可能為關聯公司的中介經紀人或其他代理人進行交易，或使用該等中介經紀人或其他代理人的服務；
2. 從客戶買入，並立即賣給另一客戶，反之亦然；
3. 保持在相關投資、投資的相關投資或基礎資產中的倉位（包括賣空）；
4. 向投資、投資的相關投資或基礎資產的市場進行報價；
5. 向對可能與客戶在投資或基礎資產中的利益有利益衝突的關聯公司或其他客戶提供建議和其他服務；

客戶同意，本公司及本公司的關聯公司可能與客戶有利益衝突，也可能有與對客戶的責任有衝突的責任。客戶同意，在這種情形下，本公司將按照適用規則以本公司認為適當的方式行事。

無披露或說明責任

本公司將遵循對本公司有約束力的適用規則，但是本公司無任何進一步責任向客戶作任何利益披露，包括因任何交易或任何匹配交易支付的或收到的任何利益、利潤、佣金或其他報酬。

信息障礙

本公司一直維持著一些安排，以限制本公司僱員接觸與其不直接相關的本公司業務（以及關聯公司的業務）以及與客戶事務有關的信息。因此，不得要求本公司注意或向客戶披露或利用屬於另一客戶或本公司或任何關聯公司的保密信息，且本公司可能不能對特定投資向客戶提出建議，或處理該等特定投資交易，而無需披露相關理由。

同意存取確認及賬戶結單

除非客戶利用書面通知指示樂天證券金業，否則客戶同意及授權樂天證券金業於其交易平台發佈所有賬戶資訊、活動、交易確認、日、月及年結單，以及每項已執行的交易的報告。客戶可通過賬戶接達碼登入查閱其賬戶資訊。客戶進一步同意，客戶的賬戶資訊與交易確認（包括但不限於交易確認、賬戶報表）可以電子郵件形式傳遞給客戶。在客戶的網上賬戶公佈及更新賬戶結單或其賬戶資訊將被視為已經向客戶提交交易確認和對賬單。任何時候，賬戶資訊將包括帶有單據號碼的交易確認、交易價格、佔用保證金、可進行保證金交易的數額、盈虧報告，以及當前的未平仓合約或未完全成交的倉位資訊。客戶可以在任何時候以書面方式通知樂天證券金業終止本項同意。

同意電子簽署

樂天證券金業和客戶雙方皆同意所有關於閣下與樂天證券金業的關係的合同和協議可完全地或部分地由電子簽署成立。閣下同意：(1)就《電子交易條例》(香港法例第 553 章)而言，將閣下的個人識別資料填寫於樂天證券金業網站上的表格並按下「繼續」和/或「提交」並通過樂天證券金業網站提交該資料，該電子記錄即構成並包含閣下的電子簽署；(2)為了識別閣下並表明閣下對包含於電子記錄的資料作出證實和批准，閣下已附加閣下的電子簽署；和(3)同意使用電子簽署。閣下聲明並保證閣下並非代表政府機構行事。如閣下代表政府機構行事，閣下必須只可使用於紙上的實物形式簽署於我們的客戶協議書和相關文件上實際簽署。

補充告鑒

1. 所有客戶賬戶均為樂天證券金業主賬戶的子賬戶。
2. 所有客戶的賬戶均通過樂天證券金業賬戶及其交易途徑進行。
3. 所有客戶的賬戶均需符合樂天證券金業交易平台設定的保證金要求。
4. 樂天證券金業自動交易系統將利潤或虧損按比例向所有客戶賬戶分配。
5. 樂天證券金業建立所有有關客戶賬戶的條規，包括但不限於最低賬戶規模、投資時段、佣金和獎勵費，或其他任何財務安排。
6. 客戶有責任瞭解有關樂天證券金業的所有必要資訊，並確保在開展任何交易活動之前討論並清楚理解所有安排。
7. 如果賬戶交易由他人代為進行，則在進行交易活動之前，客戶有責任瞭解有關其交易代理人的全部必要資訊。

- All Clients should be aware that guaranteeing any return is illegal. In addition, Rakuten Securities Bullion is not responsible for any claims or assurances made by Rakuten Securities Bullion, its employees and/or associates.
 - Check Deposits: Please see Rakuten Securities Bullion website for check payment information.
 - Wire Transfers: Please see Rakuten Securities Bullion website for wire instructions.
- Please reference your name on all checks, wire transfers, and correspondence.

RISK WARNING NOTICE

Risk of trading OTC Bullion

The risk of loss in leveraged OTC Bullion trading transactions can be substantial. You may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. If the equity of an account falls below the liquidation level, your position may be liquidated. You may need to deposit additional funds. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

Risk of Margin Trading

The risk of loss in financing a transaction by deposit of collateral is significant. You may sustain losses in excess of your cash and any other assets deposited as collateral with the company. Market conditions may make it impossible to execute contingent orders, such as "stop-loss" or "stop-limit" orders. If the equity of an account falls below the liquidation level, your collateral may be liquidated without your consent. You may need to deposit additional funds. Moreover, you will remain liable for any resulting deficit in your account and interest charged on your account. You should therefore carefully consider whether such a financing arrangement is suitable in light of your own financial position and investment objectives.

ADDITIONAL RISKS

- Terms and conditions**
You should ask the firm with which you deal about the terms and conditions of the specific OTC Bullion transactions which you are trading.
- Suspension or restriction of trading and pricing relationships**
Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions.
- Deposited cash and property**
You should familiarize yourself with the protections given to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.
- Commission and other charges**
Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable and review the Fees Schedule. These charges will affect your net profit (if any) or increase your loss.
- Transactions in other jurisdictions**
Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.
- Currency risks**
The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- Trading facilities**
Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: you should ask the firm with which you deal for details in this respect.
- Electronic trading**
Trading on an electronic trading system may differ from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Given the high leverage, fast moving nature of the OTC Bullion market, and the risks associated with electronic trading, any discrepancies on account statement must be reported to Rakuten Securities Bullion, in writing, within 24 hours of its occurrence.

- 所有客戶必須明白任何回報保證均為非法。此外，樂天證券金業不對任何由樂天證券金業、其僱員及/或關聯人作出的指稱或保證負責。
 - 支票存入資金：支票存款手續請見樂天證券金業網頁。
 - 電匯：電匯指令請見樂天證券金業網頁。
- 請在所有支票、電匯或通訊中註明閣下的姓名。

風險披露聲明書

黃金/白銀交易風險

槓桿式黃金/白銀交易的虧損風險可以十分重大。閣下所蒙受的虧損可能超過閣下的最初保證金款額。即使閣下定下備用交易指示，例如「止蝕」或「限價」交易指示，亦未必可以將虧損局限於閣下原先設想的數額。市場情況可能使這些交易指示無法執行。閣下可能被要求一接到通知即存入額外的保證金款額。如閣下賬戶淨值低於自動結算水平，閣下的未平倉合約可能會被了結。閣下可能需在短時間內存入額外保證金款額。閣下將要為閣下的賬戶所出現的任何逆差負責。因此，閣下必須仔細考慮，鑑於自己的財務狀況及投資目標，這種買賣是否適合閣下。

保證金買賣的風險

藉存放抵押品而為交易取得融資的虧損，閣下所蒙受的虧蝕可能會超過閣下存放於有關公司作為抵押品的現金及任何其他資產。使備用交易指示，例如「止蝕」或「限價」無法執行。如閣下賬戶淨值低於自動結算水平，閣下的抵押品可能會在未經閣下的同意下被出售。閣下可能需在短時間內存入額外保證金款額。此外，閣下將要為閣下的賬戶內因此而出現的任何短欠數額及的利息負責。因此，閣下應根據本身的財政狀況及投資目標，仔細考慮這種融資安排是否適合閣下。

其他風險

- 條款及細則**
閣下應向替閣下進行交易的商號查詢所交易的有關黃金/白銀交易的條款及細則。
- 暫停或限制交易及價格關係**
市場情況(例如市場流通量不足)及/或某些市場規則的施行，都可以增加虧損風險，這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。
- 存放的現金及財產**
如果閣下為在本地或海外進行的交易存放款項或其他財產，閣下應瞭解清楚該等款項或財產會獲得哪些保障，特別是在有關商號破產或無力償債時的保障。至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於閣下的財產將會如現金般按比例分配予閣下。
- 佣金及其它收費**
在開始交易之前，閣下需預先清楚瞭解閣下必須繳付的所有佣金、費用或其他收費及查閱收費表。這些費用將直接影響閣下可獲得的淨利潤如有或增加閣下的虧損。
- 其他司法管轄區的交易**
在其他司法管轄區的市場(包括與本地市場有正式連繫的市場)進行交易，或會涉及額外的風險。根據這些市場的規則，投資者享有的保障程度可能有所不同，甚或有所下降。在進行交易前，閣下應先行查明有關閣下將進行的該項交易的所有規則。閣下本身所在地的監管機構，將不能迫使閣下已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。有鑒於此，在進行交易之前，閣下應先向有關商號查詢閣下本地地區所屬的司法管轄區及其它司法管轄區可提供哪種補救措施及有關詳情。
- 貨幣風險**
以外幣計算的合約交易所帶來的利潤或招致的虧損(不論交易是否在閣下本身所在的司法管轄區或其他地區進行)，均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。
- 交易設施**
電子交易的設施是以電腦組成系統來進行交易盤傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而閣下就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，閣下應向為閣下進行交易的商號查詢這方面的詳情。
- 電子交易**
透過某個電子交易系統進行交易，可能會與透過其他電子交易系統進行交易有所不同。如果閣下透過某個電子交易系統進行交易，便須承受該系統帶來的風險，包括有關系統硬體或軟體可能會發生故障的風險。系統的故障可能會導致閣下的交易指令不能根據指令執行或完全不獲執行。由於槓桿式黃金/白銀市場槓桿比例高，瞬息萬變之本質，以及電子交易所帶來之風險，所以若發現對賬單上有任何差異，務必在發生後 24 小時內以書面形式向樂天證券金業報告。

9 Off-exchange transactions

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

9 場外交易

在某些司法管轄區，同時在特定情況之下，有關商號獲准進行場外交易。為閣下進行交易的商號可能是閣下所進行的交易的交易對手方。在這種情況下，有可能難以或根本無法平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度，因此閣下在進行該等交易前，應先瞭解適用的規則和有關的風險。

Schedule 1 附件一

SPECIFICATION OF TYPES OF CONTRACTS 各類合約一覽表

The following is a list of currencies or additional products which Rakuten Securities Bullion is prepared to deal in. The gold and silver bullion are traded in 1 ounce per one lot and 50 ounces per one lot on the trading platform respectively. This list is subject to change without notice.

以下是樂天證券金業提供交易的貨幣組合或附加產品一覽表。黃金和白銀貨幣對的交易單位分別以 1 盎司及 50 盎司為預設值。以下詳情可隨時更改而無需另行通知。

CURRENCY PAIRS 貨幣對					
Gold	US Dollar	XAU/USD	黃金	美元	XAU/USD
Silver	US Dollar	XAG/USD	白銀	美元	XAG/USD

* In the event of any inconsistency between the English and Chinese versions, the English version shall prevail.

* 中文譯本僅供參考，文義如與英文本有歧異，將一概以英文本為準。