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## Optional Agreements and Forms 选择适用的协议及表单

Documents listed below are available on our website at: [www.kgiworld.sg](http://www.kgiworld.sg) or upon request. Please print those applicable to you OR request a copy from our Registered Representative

下列文件可于我们的网站 [www.kgiworld.sg](http://www.kgiworld.sg) 取得或向我们索取, 请打印有适用的部分或向我们的代表人员索取

SECTIONS 章节	ITEM 项目	CONTENT 内容	Please tick “√” below where applicable 如适用, 请勾选
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	3	ICE Market Data Subscription Agreement ICE 市场资料订阅协议	
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<b>Section VIII 第八节</b>  <b>Other Forms/Agreements</b> 其他表格/协议		授权书	
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	3	Authorised Inter-Dealer Broker Agreement for Trading in OTC Products 交易场外商品授权交易商经纪	
	4	Client Declaration for Trading of Taiwanese Securities, Futures or derivatives linked to Taiwan Securities 买卖台湾有价证券、期货或与其连结之衍生性金融商品客户声明书	

**SECTION I: SETTLEMENT BANK ACCOUNT DETAILS 第一节: 交割银行帐户信息**
**SETTLEMENT BANK ACCOUNT DETAILS 交割银行帐户信息**
Individual Account and Corporate/Other Entities Account 个人帐户及企业/其他组织帐户

Name of Bank 银行名称	Currency Type of Account 帐户币别	Account Number 帐户号码
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

Joint Account (if applicable) 联名帐户 (如适用)

Name of Bank 银行名称	Currency Type of Account 帐户币别	Account Number 帐户号码
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

**[For Individual & Joint] 个人及联名客户**

Signed by 签名: \_\_\_\_\_

Name 姓名:

Date 日期:

(Joint Account Holder, if any) 联名客户, 如有

Signed by 签名: \_\_\_\_\_

Name 姓名:

Date 日期:

**[For Corporate/Other Entities] 企业及其他组织客户**

For and on behalf of 代表 \_\_\_\_\_

Signed by 签名: \_\_\_\_\_

Name 姓名:

Designation 职位:

Date 日期:

Signed by 签名: \_\_\_\_\_

Name 姓名:

Designation 职位:

Date 日期:

**CUSTOMER ACKNOWLEDGMENT 客户确认**

I/We hereby acknowledge that I/we have received and understood the nature and contents of the following:-  
我(们) 在此确认我/ 我们已收到并了解以下风险披露声明的内容与性质:

1. RISK DISCLOSURE STATEMENT ON TRADING IN FUTURES, OPTIONS AND LEVERAGED FOREIGN EXCHANGE  
有关期货, 期权, 杠杆外汇交易的风险披露声明
2. RISK WARNING STATEMENT FOR OVERSEAS-LISTED INVESTMENT PRODUCTS  
有关海外上市投资产品的风险披露声明
3. RISK DISCLOSURE STATEMENT ON TRADING IN COMMODITY CONTRACTS, COMMODITY FUTURES CONTRACTS AND SPOT COMMODITY CONTRACTS  
有关商品合同、商品期货合同和现货商品合同交易的风险披露声明
4. NOTIFICATION ON SGX FUTURES TRADING RULE (FTR) 1.6 ON EXCLUSION OF LIABILITY, DISCLAIMER OF WARRANTIES & STATUTORY IMMUNITY  
SGX 期货交易规则 (FTR) 第 1.6 条有关责任排除、免除保证和法定豁免的通知书
5. GENERAL AGREEMENTS FOR THE CUSTOMER TRADING AGREEMENT  
客户交易协议
6. GENERAL AGREEMENTS FOR THE ELECTRONIC BROKING FACILITIES AGREEMENT  
电子经纪工具协议
7. GENERAL AGREEMENTS FOR THE DIRECT MARKET ACCESS AGREEMENT  
直接市场准入协议

[For Individual & Joint] 个人及联名客户

Signed by 签名: \_\_\_\_\_

Name 姓名:

Date 日期:

(Joint Account Holder, if any) 联名客户, 如有

Signed by 签名: \_\_\_\_\_

Name 姓名:

Date 日期:

[For Corporate/Other Entities] 企业及其他组织客户

For and on behalf of 代表 \_\_\_\_\_

Signed by 签名: \_\_\_\_\_

Name 姓名:

Designation 职位:

Date 日期:

Signed by 签名: \_\_\_\_\_

Name 姓名:

Designation 职位:

Date 日期:

For customer's records (Pg 1-38) 为客户的记录 (1 页 - 35 页)

## SECTION II: RISK DISCLOSURE/WARNING STATEMENTS AND NOTIFICATION 第二节: 风险披露/警示声明及通知

### RISK DISCLOSURE STATEMENT ON TRADING IN FUTURES, OPTIONS AND LEVERAGED FOREIGN EXCHANGE 有关期货, 期权, 杠杆外汇交易的风险披露声明

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

SECURITIES AND FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS (Rg 10) 证券与期货 (许可及业务经营) 规定 (第 10 条)

RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED UNDER REGULATION 47 E (1) AND TO BE KEPT UNDER REGULATION 39 (2) (c) BY THE HOLDER OF A CAPITAL MARKETS SERVICES LICENCE TO TRADE IN FUTURES CONTRACTS OR LEVERAGED FOREIGN EXCHANGE CONTRACTS  
 根据规定第 47E(1)条, 须向从事期货合同或杠杆外汇合同交易的资本市场服务许可证持有人提供风险披露声明, 并由其根据规定第 39(2)(c)条保管。

1. This statement is provided to you in accordance with regulation 47E(1) of the Securities and Futures (Licensing and Conduct of Business) Regulations (Rg 10). 本声明根据证券与期货 (许可及业务经营) 规定 (第 10 条) 第 47E(1) 条提供。
2. This statement does not disclose all the risks and other significant aspects of trading in futures, options, over-the-counter derivatives contracts where the underlying is a currency or currency index ("OTCD currency contracts") and spot foreign exchange contracts for the purposes of leveraged foreign exchange trading ("Spot LFX trading contracts"). In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to the risks. Trading in futures, options, OTCD currency contracts and Spot LFX trading contracts may not be suitable for many members of the public. You should carefully consider whether such trading is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances. In considering whether to trade, you should be aware of the following:  
 本声明无法披露期货、期权、以货币或货币指数为基础的场外衍生品合同 (场外货币衍生品合同) 和以从事杠杆外汇交易为目的的即期外汇合同 (即期杠杆外汇合同) 的全部风险及其他重要方面的信息。考虑到这些风险, 您只应在理解您将缔结的合同性质 (以及合同关系), 以及您可能承受的风险程度之后进行交易。许多公众并不适合从事期货、期权、场外货币衍生品合同和即期杠杆外汇合同。您应根据您的经验、目标、财务资源和其他相关情况仔细考虑此类交易是否适合您。就是否进行交易而言, 您应当认识以下事项:

#### (a) Futures, OTCD currency contracts and Spot LFX trading contracts 期货、场外货币衍生品合同和即期杠杆外汇合同

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

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

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

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

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

下达旨在将损失限制于特定数额内的某些指令 (如当地法律许可的"止损"指令或"止损限价"指令) 不一定有效, 因为市场条件可能导致此类指令无法执行。有时, 很难或者不可能在不遭受重大损失的情况下平仓。使用头寸组合的策略, 例如"跨价"头寸和"跨期套利"头寸可能与采用简单的"多头"或"空头"头寸具有同样的风险。

#### (b) Options 期权

##### (i) Variable Degree of Risk 风险程度变化

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

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

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

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

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of the amount of premium received. The seller will be liable to deposit additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, OTCD currency contract or Spot LFX trading contract, the seller will acquire a futures, OTCD currency contract or Spot LFX trading contract, as the case may be, with associated liabilities for margin (see the on Futures, OTCD currency contracts and Spot LFX trading contracts above). If the option is 'covered' by the seller holding a corresponding position in the underlying futures

contract, OTCD currency contracts or Spot LFX trading contracts or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

在开始交易之前，您应获得有关您将需要支付的所有佣金、费用和其他收费的说明。这些费用将影响到您的可得净利润（如有）或增加您的损失。

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

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

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

**(f) Currency Risks 货币风险**

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

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

**(g) Trading Facilities 交易工具**

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the one or more parties, namely the system provider, the market, the clearing house or member firms. Such limits may vary. You should ask the firm with which you conduct your transactions for details in this respect.



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

**(h) Electronic Trading 电子交易**

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

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

**(i) Off-Exchange Transactions 场外交易**

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

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

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

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

LCB Form 13 - Risk Disclosure Statement (Rev. 26 Nov 2010) SFA 表 13 - 风险披露声明 (2010 年 11 月 26 日修订版)



**SECTION II: RISK DISCLOSURE/WARNING STATEMENTS AND NOTIFICATION 第二节: 风险披露/警示声明及通知**
**Risk Warning Statement FOR Overseas-listed Investment Products 风险警示声明 - 海外上市投资产品**

Statement in accordance with paragraph 29D of the Notice on the Sale of Investment Products [SFA04-N12]  
 (根据销售投资产品通告第 29D 段所作声明 [SFA04-N12])

**RISK WARNING 风险警示**

An overseas-listed investment product\* is subject to the laws and regulations of the jurisdiction it is listed in. Before you trade in an overseas-listed investment product or authorise someone else to trade for you, you should be aware of:  
 海外上市投资产品\*受上市管辖区域法律和规定所管辖。在你交易海外上市投资产品或授权他人替你交易之前, 你应了解:

- The level of investor protection and safeguards that you are afforded in the relevant foreign jurisdiction as the overseas-listed investment product would operate under a different regulatory regime. 相关外国管辖区域所提供的投资者保护措施, 因为海外上市投资产品将在不同的监管体系中运作。
- The differences between the legal systems in the foreign jurisdiction and Singapore that may affect your ability to recover your funds. 可能影响你能否收回资金的外国管辖区域与新加坡法律体系之间的差异。
- The tax implications, currency risks, and additional transaction costs that you may have to incur. 你可能产生的税务、货币风险和额外交易成本。
- The counterparty and correspondent broker risks that you are exposed to. 你所承担的对应方和代理经纪风险。
- The political, economic and social developments that influence the overseas markets you are investing in. 影响你所投资的海外市场的政治、经济和社会状况。
- These and other risks may affect the value of your investment. You should not invest in the product if you do not understand or are not comfortable with such risks. 上述及其他风险可能影响你的投资价值。如你不了解或不能承担这些风险, 则不应进行相关产品投资。

\*An "overseas-listed investment product" in this statement refers to a capital markets products that is approved in-principle for listing and quotation on, or listed for quotation or quoted only on, one or more overseas securities exchanges or overseas futures exchanges (collectively referred to as "overseas exchanges").  
 本声明中"海外上市投资产品"指获得一处或多处海外证券交易所或海外期货交易所(统称"海外交易所")原则性同意上市或报价或已在海外交易所上市或报价的资本市场产品。

1. This statement is provided to you in accordance with paragraph 29D of the Notice on the Sale of Investment Products [SFA04-N12].  
 本声明乃根据销售投资产品通告第 29D 段而作出 [SFA04-N12]。
2. This statement does not disclose all the risks and other significant aspects of trading in an overseas-listed investment product. You should undertake such transactions only if you understand and are comfortable with the extent of your exposure to the risks.  
 本声明所披露的并非交易海外上市投资产品的风险和其他重大情况的全部。你应了解并能承担这些风险, 然后进行交易。
3. You should carefully consider whether such trading is suitable for you in light of your experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for you, you should be aware of the following:  
 你应根据你的经验、目标、风险方向、财务资源和其他相关情况仔细考虑此等交易是否适合你。在考虑是否进行交易或授权他人替你交易时, 你应了解以下:

**Differences in Regulatory Regimes 监管体系差异**

- a) Overseas markets may be subject to different regulations, and may operate differently from approved exchanges in Singapore. For example, there may be different rules providing for the safekeeping of securities and monies held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of your investment products or monies held overseas. There is also the risk of your investment products or monies not being protected if the custodian has credit problems or fails. Overseas markets may also have different periods for clearing and settling transactions. These may affect the information available to you regarding transaction prices and the time you have to settle your trade on such overseas markets.  
 海外市场可能有不同的规定, 且其运作可能不同于新加坡的核准交易所。例如, 在保管由保管银行或存放处所持有的证券和金钱方面可能有不同的规定。这可能影响现有确保你的海外投资产品或金钱得到妥善分离和保管的保障。如保管人有信用问题或破产, 你的投资产品或金钱存在得不到保护的风险。海外市场也可能有不同的交易结算期。这可能影响到你能获得的有关你在海外市场的交易价格和必须进行交易结算的时间方面的信息。
- b) Overseas markets may be subject to rules which may offer different investor protection as compared to Singapore. Before you start to trade, you should be fully aware of the types of redress available to you in Singapore and other relevant jurisdictions, if any.  
 在保护投资者方面, 海外市场可能有不同于新加坡的规定。在开始交易之前, 你应了解在新加坡和其他相关管辖区域(若有)得到赔偿的类型。
- c) Overseas-listed investment products may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on an approved exchange in Singapore. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.  
 海外上市投资产品适用的披露准则可能不同于在新加坡核准交易所上市或报价的投资产品。作出披露时, 会计、审计和财务报告准则的差异也可能影响所提供信息的质量和类型。查找最新信息可能更加困难, 而公布的信息可能以外语出现。

**Differences in legal systems 法律体系差异**

- d) In some countries, legal concepts which are practiced in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.  
 在一些国家, 成熟法律体系所推行的法律概念可能不存在或尚未在法院试验。这导致更难以确切预测司法程序的结果, 甚至是成功索赔之后给予的损害赔偿数。

- e) The Monetary Authority of Singapore will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions will be effected.  
新加坡金融管理局无法执行你进行交易所在其他管辖区域监管部门或市场的规定。
- f) The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest arising from investment in such countries. Therefore, there is no guarantee that the funds you have invested and the funds arising from your investment will be capable of being remitted.  
其他管辖区域的法律可能禁止或限制从上述管辖区域汇回资金，包括在上述国家投资相关资本、抛售收益、利润、分红和利息。因此，无法保证你已投资的资金和投资所产生的资金能够汇回。
- g) Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the overseas-listed investment products that you invest in.  
一些管辖区域也可能限制外国投资者交易的投资产品金额或类型。这能影响你所投资的海外上市投资产品的流动性和价格。

**Different costs involved 涉及的不同费用**

- h) There may be tax implications of investing in an overseas-listed investment product. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in Singapore, or in both countries.  
投资于海外上市投资产品可能涉及税务。例如，在外国或新加坡取得销售收入或分红或其他收入可能必须缴纳税项或关税。
- i) Your investment return on foreign currency-denominated investment products will be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency, or may be affected by exchange controls.  
如需要将投资产品面额货币兑换为其他货币，则投资产品的投资回报将受汇率波动所影响，也可能受外汇管制所影响。
- j) You may have to pay additional costs such as fees and broker's commissions for transactions in overseas exchanges. In some jurisdictions, you may also have to pay a premium to trade certain listed investment products. Therefore, before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.  
在海外交易所进行交易可能需要支付规费和经纪佣金等其他费用。在一些管辖区域，交易某些上市投资产品可能需要支付额外费用。因此，你在开始交易之前，应清楚了解将承担的佣金、规费和其他费用。这些费用将影响你的纯利（若有）或增加你的损失。

**Counterparty and correspondent broker risks 对应方和代理经纪风险**

- k) Transactions on overseas exchanges or overseas markets are generally effected by your Singapore broker through the use of foreign brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon your instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or closed out without your consent and/or may result in difficulties in recovering your monies and assets held overseas.  
在海外交易所或海外市场进行的交易一般由新加坡经纪通过使用在那些交易所具有交易和/或结算权的外国经纪来进行。根据你向对应方和代理经纪发出的指示进行的交易取决于他们各自的责任履行。对应方和代理经纪破产或违约可能导致无需你的同意而结算头寸或进行抛售，或导致难以收回你在海外持有的金钱和资产。

**Political, Economic and Social Developments 政治、经济和社会状况**

- l) Overseas markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in overseas-listed investment products.  
海外市场受所在管辖区域政治、经济和社会状况所影响，这种状况可能不明确，且可能增加海外上市投资产品的投资风险。

**SECTION II: RISK DISCLOSURE/WARNING STATEMENTS AND NOTIFICATION 第二节: 风险披露/警示声明及通知**
**RISK DISCLOSURE STATEMENT ON TRADING IN COMMODITY CONTRACTS AND SPOT COMMODITY CONTRACTS**

有关商品合同、商品期货合同和现货商品合同交易的风险披露声明

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

COMMODITY TRADING REGULATIONS 商品交易规定

**RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED BY A COMMODITY BROKER  
OR SPOT COMMODITY BROKER 应由商品经纪人、商品期货经纪人或现货商品经纪人提供的风险披露声明**

1. This statement is provided to you in accordance with section 32 (1) of the Commodity Trading Act.  
本声明根据商品交易法第 32(1)条提供。
2. The intention of this statement is to inform you that the risk of loss in trading in commodity contracts and in spot commodity contracts can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition.  
本声明旨在告知您商品合同、商品期货合同和现货商品合同交易具有极大风险。您因此应根据您的财务状况仔细考虑是否适合从事此类交易。
3. In considering whether to trade, you should be aware of the following:  
对于是否进行交易, 您应认识如下内容:
  - a) **Margin:** You may sustain a total loss of the initial margin and any additional margins that you deposit to establish a position or maintain positions in the commodity market or spot commodity market. If the market moves against your positions, you may be called upon to deposit a substantial amount of additional margins, on short notice, in order to maintain your positions. If you do not provide the required margins within the prescribed time, your positions may be liquidated at a loss, and you will be liable for any resulting deficit in your account.  
保证金: 您为在商品市场、商品期货市场或现货商品市场中建立或维持仓位而存放的初始保证金和任何附加的保证金可能会完全损失。如果市场向不利于您的仓位的发展趋势, 您可能被临时要求存入大量的额外保证金, 以便维持您的仓位。如果您未能在指定时间内支付所需的保证金, 您可能会被追平仓, 并且您将对您的账户因此出现的任何亏欠承担责任。
  - b) **Liquidation of position:** Under certain market conditions, you may find it difficult or impossible to liquidate a position.  
平仓: 在特定市场条件下, 可能难以或无法平仓。
  - c) **Contingent orders:** Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.  
有条件式指令: 下达有条件式指令 (如"止损"指令或"止损限价"指令) 不一定能够将损失限制在特定数额内, 因为市场条件可能使得此类指令无法执行。
  - d) **Spread position:** A "spread" position may not be less risky than a simple "long" or "short" position.  
"跨价"仓位: 跨价仓可能会与简单的"多头"和"空头"仓位具有同样的风险。
  - e) **Leverage:** The high degree of leverage that is often obtainable, trading in commodity contracts and spot commodity trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.  
杠杆作用: 在商品期货交易、商品合同交易和现货商品交易中经常可实现高度的杠杆效应, 因为小额的保证金要求对您可有可无。使用杠杆效应可能带来巨额损失也可能带来巨额利润。
  - f) **Foreign markets transactions:** Funds placed with a commodity broker or spot commodity broker for the purpose of participating in foreign markets, such as \_\_\_\_\_ or \_\_\_\_\_ transactions, may not enjoy the same level of protection as funds placed in commodity markets located in Singapore.  
外国市场和场外期货交易: 为参与外国市场或场外期货交易 (如现货或其他现场交易) 而存放在商品经纪人、商品期货经纪人或现货商品经纪商处的资金, 可能无法享有与存放于新加坡商品市场或商品期货交易所的资金同等的保障。
4. This brief statement cannot disclose all the risks and other significant aspects of the commodity market or of the commodity futures market. You should therefore carefully study trading in commodity contracts and spot commodity trading before you trade.  
本简要声明无法披露商品市场或商品期货市场的全部风险及其他重要方面的信息。您因此应在进行交易前仔细地研究商品期货交易、商品合同交易和现货商品交易。

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

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

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

## SECTION II: RISK DISCLOSURE/WARNING STATEMENTS AND NOTIFICATION 第二节: 风险披露/警示声明及通知

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

The SGX-DT (the "Exchange") requires that this notification on the following FTR1.6 be provided for your acknowledgement that it is acceptable and accepted by you; capitalised terms shall have the same meaning as those defined in the FTR:

SGX-DT ("交易所") 要求向您提供有关如下第 1.6 条规定的通知书, 请确认您可以接受并且已经接受该规定; 大写用语依 FTR 内的定义为准:

#### SGX FTR RULE 1.6 ON EXCLUSION OF LIABILITY, DISCLAIMER OF WARRANTIES & STATUTORY IMMUNITY

SGX 期货交易规则第 1.6 条有关责任排除、免除保证和法定豁免

##### 1.6.1 No Liability for Loss 损失不承担责任

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

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

- (a) any action taken by the Exchange in connection with the discharge of its regulatory responsibilities including the suspension, interruption or closure of the Markets; or  
交易所为履行其监管责任所采取的任何行动, 包括市场的暂停、中断或关闭; 或者
- (b) any failure or malfunction of Exchange Systems.  
交易系统的任何故障或失误。

"Exchange Systems" refers to any pre-trade, trade or post-trade systems, including the Trading System, operated by the Exchange in connection with the Markets.

"交易系统"指由交易所操控的与市场相关的任何交易前、交易中、或交易后系统。

##### 1.6.1A Indemnity to the Exchange 给予交易所的赔偿

1. Each Trading Member indemnifies the Exchange and its directors, officers, employees, representatives and agents ("Indemnified Persons") against any loss or liability reasonably incurred or suffered by the Indemnified Persons where such loss or liability arose out of or in connection with:-  
每一位交易成员应赔偿交易所及其董事、管理人员、员工、代表和代理人 ("受补偿方") 由于下列原因造成的合理损失或责任:

- a) any breach by the Trading Member of its obligations under the Rules; or  
交易成员违反《规则》规定的义务; 或
  - b) any wilful, unlawful, reckless or negligent act or omission by the Trading Member.  
交易成员故意、非法、轻率或疏忽的行为或不行为。
2. Without prejudice to the generality of Rule 1.6.1A(1), in the event that any legal, arbitration or other proceedings are brought to impose any liability on the Indemnified Persons for an alleged failure on the part of any Indemnified Person to prevent or to require action by a Trading Member or any of its directors, officers, employees, representatives or agents, the Trading Member shall reimburse the Exchange for:-  
在不影响规则 1.6.1A(1)一般性的情况下, 如果有人通过法律诉讼、仲裁或其它程序要求受补偿方为未能阻止或促成交易成员或其董事、管理人员、员工、代表或代理人的某一行为承担责任, 则交易成员应赔偿交易所下列费用:
  - b) all expenses and legal fees incurred by the Exchange in connection with such proceedings;  
该法律程序给交易所造成的一切支出和法律费用;
  - c) any payment made by the Exchange with the approval of the Trading Member in connection with any settlement of such proceedings; and  
交易所取得交易成员的同意后为达成法律程序的和解而支付的款项; 以及
  - d) any payment made by the Exchange as a result of any order, award or judgment made in such proceedings.  
交易所按照该法律程序达成的命令、判决或决议而支付的款项。

The Trading Member shall render such co-operation as the Exchange reasonably requires in respect of such proceedings including without limitation the production of any document or records.

交易成员应配合交易所提出的与该法律程序有关的合理要求, 包括但不限于提供文件或记录。

3. Without prejudice to Rule 1.6.1A(2), the cost to the Exchange of producing, pursuant to a court order or other legal process, records relating to the business or affairs of a Trading Member may, at the absolute discretion of the Exchange, be required to be paid to the Exchange by such Trading Member, whether such production is required at the instance of such Trading Member or at the instance of any other party.  
在不损害规则 1.6.1A(2)的情况下, 交易所可酌情决定要求交易成员承担交易所根据法院命令或其它令状提交交易成员的业务或事务相关记录而产生的费用, 无论该记录的提交是应交易成员要求还是第三方要求。

##### 1.6.2 Statutory Immunity 法定豁免

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

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

##### 1.6.3 Disclaimer of Warranties 免除保证

All warranties and conditions, both express and implied as to condition, description, quality, performance, durability, or fitness for the purpose or otherwise of any of the Exchange Systems or any component thereof are excluded except as required by law. The Exchange does not warrant or forecast that the Exchange Systems, any

component thereof or any services performed in respect thereof will meet the requirements of any user, or that operation of the Exchange Systems will be uninterrupted or error-free, or that any services performed in respect of the Exchange Systems will be uninterrupted or error-free.

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

#### 1.6.4 Index Related Disclaimers 指数相关免责声明

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

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

SGX FTR 1.6 - Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity (14 November 2013)

SGX 期货交易规则第 1.6 条-责任排除、免除保证和法定豁免（2013 年 4 月 26 日）



### SECTION III: GENERAL AGREEMENTS- CUSTOMER TRADING AGREEMENT 第三节: 一般协议-客户交易协议

#### CUSTOMER TRADING AGREEMENT 客户交易协议

##### SCOPE AND APPLICATION 适用范围

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

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

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

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

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

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

##### SECTION A – GENERAL TERMS AND CONDITIONS A 部分—一般性条款

##### A 1 DEFINITIONS 定义

A1.1 In this Agreement, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

在本协议中, 除非上下文另有要求, 下列词汇和措辞应具有下文给出的含义:

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

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

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

"账户"指客户根据本协议进行交易的任何账户;

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

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

**"Application Form"** means the application forms(s) by which the Customer applies to KGISS to open an account with KGISS;

"申请表"指客户向 KGISS 申请在 KGISS 开立账户的申请表;

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

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

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

"营业日"指进行交易的相关市场开放进行交易的任何日期;

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

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

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

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

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

"公司法"指《新加坡公司法》(第 50 章);

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

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

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

"货币"指以任何司法辖区内发行的法定货币;

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

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

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

"借方余额"指客户在任何时候因任何账户而拖欠或应付 KGISS 的所有金额；

**"Default"** shall have the meaning ascribed to it in Clause A9.1;

"违约"应具有第 A9.1 条中规定的含义；

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

"交易所"指 KGISS 不时进行交易的任何司法辖区的交易所或市场；

**"Extraordinary Event"** shall have the meaning ascribed to it in Clause A9.3;

"非常事件"应具有第 A9.3 条中规定的含义；

**"Futures Contract"** shall be defined in the SFA;

"期货合约"，其定义见《证券与期货法》(SFA)；

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

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

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

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

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

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

**"KGI Group"** means KGISS and its related and Associated Corporations and entities;

"KGI 集团"指 KGISS 及其相关和附属团体和实体；

**"Officer"** means any officer or employee of KGISS;

"职员"指 KGISS 的任何职员或雇员；

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

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

**"OTC"** means over-the-counter;

"OTC"指场外；

**"OTC Facilities"** means such facilities as may be offered by KGISS to the Customer and which may enable the Customer to trade in the OTC Transactions;

"场外设施"指 KGISS 可能向客户提供的、使客户能够进行场外交易的设施；

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

"场外交易"指场外执行的任何交易（无论是商品、货币、金融工具或是其他）；

**"Person"** includes any government, statutory body, business, firm, partnership, corporation or unincorporated body;

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

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

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

**"Relevant Bodies"** means any Market, Clearing house and/or governmental body or authority or self-regulatory organization in relation to which KGISS or any person in the KGISS Group is a member or otherwise;

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

**"Relevant Currency"** shall have the meaning ascribed to it in Clause A7.1;

"相关货币"应具有第 A7.1 条中规定的含义；

**"Securities"** shall be defined in the SFA;

"证券"，其定义见《证券与期货法》；

**"SFA"** means the Securities and Futures Act (Cap.289);

"SFA"指《证券与期货法》（第 289 章）；

**"SGX-DT"** means the Singapore Exchange Derivatives Trading Limited;

"SGX-DT"指新加坡衍生品交易所；



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

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

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

"交割日"指各方履行各自的外汇或场外交易义务的日期。

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

标题只是为行文方便而设，不应影响本协议的含义。

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

单数词应包含其复数形式，反之亦然。阳性词应包含阴性和中性形式，反之亦然。

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

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

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

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

## **SCOPE AND APPLICATION 适用范围**

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

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

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

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

## **A 2 GENERAL 概要**

**A2.1** The acceptance and execution by the Customer of the Risk Disclosure Statement, the Notification on Rule 1.6 Futures Trading Rules of SGX-DT and any other applicable risk disclosure statement respectively shall be condition precedents to KGISS' performance of its obligations under this Agreement.

客户接受并签署《风险声明书》、《有关新加坡衍生品商品交易所期货交易规则第 1.6 条规则的通知》以及其他适用的风险披露声明是 KGISS 履行其本协议下责任的前提条件。

**A2.2** The Customer authorises, consents and agrees to the disclosure by KGISS, and/ or any Officer or agent of KGISS at any time and from time to time of any or all information in respect of any particulars or Transaction of the Customer or in respect of any Account to any person in the KGI Group, any Relevant body, or any other person which KGISS or any officer considers to be appropriate or to be in the interest of KGISS. The consent and authority granted by this Clause constitutes consent and authority for the purposes of the provisions of any Applicable Laws.

客户授权、许可并同意，KGISS 和/或其任何职员或代理人在任何时候或不时将与客户个人信息、客户的交易或任何账户的任何或所有信息披露给 KGI 集团的任何人士、任何相关机构或任何其他人士，只要 KGISS 或其职员认为该披露符合 KGISS 的目标或利益。依照本条款授予的许可和授权构成任何适用法律条款的许可和授权。

**A2.3** KGISS may engage or appoint any person (who is not an Officer or related to KGISS) including floor brokers and clearing brokers to carry out any Order to exercise any authority granted to KGISS by the Customer (whether under these Agreement or otherwise). In making such engagement or appointment, KGISS shall not be liable to the Customer for any and all Loss suffered or incurred by the Customer as a result of any act or omission of such Person or entity.

KGISS 可聘用或委任任何人士（非 KGISS 职员或与 KGISS 无关），包括场内经纪人和结算经纪人，来执行任何指令，以行使客户（无论是否在本协议下）授予 KGISS 的权利。在作出上述聘用或委任后，KGISS 不对因上述人士或实体的作为或不作为而使客户招致或蒙受的任何及全部损失负责。

**A2.4** The Customer shall not, without the prior written consent of KGISS, assign, charge or encumber any Account or the Customer's rights therein, or create or permit to create, in favor of any person (other than KGISS) any interest in any Account (by way of trust or otherwise). KGISS shall not be required to recognize any person other than Customer as having any interest in any Account.

未经 KGISS 事先书面同意，客户不得转让、担保或抵押任何账户或客户在其中的权利，或产生或允许产生（除 KGISS 以外的）任何人士（通过信托或其它方式）在任何账户中的任何利益。KGISS 不会承认除客户外的任何其他人士在账户中拥有任何利益。

**A2.5** KGISS shall be entitled (but not obliged) to record (by any means) any communications (through any medium) between KGISS and the Customer or any servant or agent of the Customer using any recording apparatus, without prior warning to the Customer. Any such recording may be used in evidence against the Customer. KGISS may destroy such recordings at any time without giving any reason.

在无需事先警告客户的情况下，KGISS 有权（但无义务）使用任何记录设备（以任何方式、或通过任何介质）记录 KGISS 和客户或客户的任何雇员或代理人之间的任何通信。任何该等记录都可作为指向客户的证据。KGISS 可在任何时候销毁该等记录，而无需给出任何原因。

**A2.6** The customer's relationship with KGISS, the operation of all Accounts, the provision of all services and facilities, and the implementation of all Orders shall be subject at all times to the Applicable Laws. KGISS may take or refrain from taking any action whatsoever, and the Customer shall do all things required by KGISS in order to procure or ensure compliance with Applicable Laws.

在任何时候，客户与 KGISS 的关系、所有账户的操作、所有服务和设施的提供以及所有指令的执行都要遵守适用法律。在任何情况下，KGISS 均可采取或不采取任何行动，客户应完成 KGISS 要求的所有事情以达到适用法律要求或确保符合适用法律。

**A2.7** The Customer hereby ratifies all Transactions effected by KGISS on its behalf prior to the date of this Agreement and agrees that such Transactions shall also be governed by the terms of this Agreement.

客户特此批准 KGISS 在本协议生效日期之前代表客户执行的所有交易，并同意该等交易也应受本协议条款的管辖。

## **A 3 ORDER 指令**

**A3.1** The customer may instruct KGISS to operate an Account or to execute any Transaction for an Account by placing an Order with KGISS, through such medium and in such manner as KGISS may deem fit. The customer hereby acknowledges and expressly agrees that KGISS may in its sole and absolute discretion act

either as agent of or principal to the Customer for its own accounts of Persons associated with or connected to KGISS or an entity in which KGISS or any of its representatives has a direct or indirect interest. In the event that KGISS assumes the role of the counter party to any Transaction which KGISS has been instructed to execute, KGISS shall be absolutely entitled to all gains, profits and benefits derived from such Transaction if the Customer with KGISS.

客户可向KGISS发出指令，并由此使该指令生效，指示KGISS执行任何账户交易。客户特此确认并明确同意，对于与KGISS有附属或关联关系的人士、或KGISS或其任何代表拥有直接或间接利益的实体的账户，KGISS可全权自行决定是否担任客户的代理人或委托人。如果KGISS在受指示执行的任何交易中担任对手方的角色，KGISS应完全有权享有该等交易产生的所有收益、利润和利益，如同客户是KGISS交易对手方的情况一样。

**A3.2** KGISS may, in its sole and absolute discretion, act either as broker or dealer, or agent or principal in respect of any Transaction, whether such Transaction is effected on the Order of the Customer or otherwise, and shall not be required to inform the Customer of the same. In the event that KGISS assumes the role of the counterparty to any Transaction, KGISS shall be entitled to all gains, profits and benefits derived from such Transaction. Unless otherwise agreed by KGISS, in respect of transaction on an exchange, KGISS shall act as its Customer's agent, and in respect of other Transaction, KGISS shall act as principal to the Customer.

KGISS可全权自行决定在任何交易中担任经纪人或交易人、代理人或委托人，无论该等交易是否经由客户的指令生效，KGISS可不将同样的情况通知客户。如果KGISS在任何交易中担任了对手方，KGISS应有权享有该等交易产生的所有收益、利润和利益。除非KGISS另行同意，在交易所交易中，KGISS应担任客户的代理人；在其他交易中，KGISS应担任客户的委托人。

**A3.3** Nothing in this Agreement obliges KGISS to enter into any Transaction with the Customer, and KGISS may refuse to enter in - to any Transaction or otherwise act on any order without giving reason.

本协议没有任何规定强制KGISS与客户达成任何交易，KGISS可在不给出原因的情况下拒绝达成任何交易或在其他时候对任何指令采取行动。

**A3.4** In the event that KGISS decide to act on any Order or is otherwise under an obligation to act on any Order, KGISS shall be allowed such amount of time to act and implement any Order as may be reasonable having regard to the systems and operations of KGISS and the other circumstances then prevailing and shall not be liable for any Loss arising from any delay on the part of KGISS in acting on any such Order.

当KGISS决定执行任何指令或有义务执行任何指令时，应考虑KGISS系统和运营情况以及其他当时正发生的情况，给予KGISS合理时间来执行指令；KGISS不对因延误执行任何该等指令而造成的损失承担任何责任。

**A3.5** Where any Order is ambiguous or inconsistent with any other Order, KGISS shall be entitled to rely and act upon any Order in accordance with any reasonable interpretation thereof which any Officer, or any person who had been engaged or appointed by KGISS pursuant to Clause A2.3, believes in good faith to be the correct interpretation.

当任何指令意思不明确或与任何其他指令不一致时，KGISS应有权依据有关该指令的合理解释信赖和执行任何指令，只要任何职员或KGISS根据第A2.3条聘用或委任的任何人士善意地认为这是正确的解释。

**A3.6** KGISS shall only act on Orders in respect of any Account or any part of all the securities, monies or other property held in any Account KGISS shall not be required to act in accordance with any Order which purposes to dispose of or deal with any securities, monies or other property which are in fact not held in or to the credit of any Account.

KGISS应只执行与任何账户或任何账户持有的所有证券、款项或其他财产的任何部分相关的指令。KGISS可不执行任何意图处理或交易任何账户实际并未持有的任何证券、款项或其他财产的指令。

**A3.7** KGISS shall not be liable to the Customer for any and all Loss incurred by the Customer arising from any loss or delay in the transmission or wrongful interception of any order through any equipment or system, including any equipment or system owned and/or operated by or for KGISS.

对于因指令在传输过程中丢失或延误、或被任何设备或系统（包括KGISS拥有和/或操作的任何设备或系统）错误拦截而使客户蒙受的任何损失，KGISS概不负责。

**A3.8** KGISS shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purposing to give such Order or the source and origin of such Order and KGISS may not rely or act upon any such Order unless and until KGISS is satisfied as to the matter on which KGISS sought the verification.

KGISS有权（但无义务）验证声称发出该等指令的人士的身份或该等指令的来源，直到满意为止；除非试图验证的事项获得满意结果，KGISS可不信赖或执行该等指令。

**A3.9** The Customer acknowledges and consents to the right of KGISS to aggregate the Order with the orders of KGISS' other customers (whether for execution on other jurisdictions or otherwise). The allotment or distribution of any securities, monies or other property pursuant to such order aggregation to or amongst the Customer and KGISS' other Customers shall be at KGISS' sole and absolute discretion, and KGISS may also effect such Transactions as principal to the counterparty in such jurisdiction. If KGISS so acts, KGISS may also take such actions as KGISS may require in order to avoid liability to its counterparty. The Customer accepts that such allotment or distribution or actions by KGISS may result in inequities and/or Loss to the Customer and accepts the risk thereof as being for its account.

客户确认并同意授权KGISS将指令与KGISS其他客户的指令（无论是否在其他司法辖区执行）合并处理。KGISS全权自行决定按照该等合并处理方式，向客户和KGISS的其他客户或在这些客户之间分配或分发任何证券、款项或其他财产，KGISS也可在该等司法辖区内作为对手方委托人执行该等交易。如果KGISS按照上述方式行事，KGISS也可采取必要的措施，以避免向其对手方承担责任。客户同意，KGISS的上述分配、分发或行动可能导致不公平和/或客户损失，并同意自行承担由此引发的风险。

**A3.10** KGISS shall send to the customer a Confirmation within 7 Business days after its receipt of an Order. The Customer shall bear the sole responsibility of ensuring that an Order has been transmitted, received, processed and duly executed, and shall immediately notify KGISS of any failure to receive an appropriate Confirmation that the Order has been received and executed.

KGISS应在收到指令后的7个营业日内向客户发送一份确认书。客户应单独负责确保买卖指令已经传送、接收、处理和妥善执行，并在无法收到确认指令已经收到和执行的确认书时立即通知KGISS。

#### **A 4 TRANSACTIONS LIMITS AND RESTRICTIONS 交易限额和限制**

**A4.1** KGISS may, in its sole and absolute discretion at any time, impose upon the Customer any position or Transaction limits, or any trading or Transaction restrictions. Such limits may include minimum sizes for Transaction, specified times or procedures for communicating Orders to KGISS or otherwise.

KGISS可全权自行决定在任何时候向客户施加任何仓位或交易限额，或任何买卖或交易限制。该等限额可包括最低交易量、指定将指令传递给KGISS的时间或程序，或其他。

**A4.2** KGISS may, at any time, in its sole and absolute discretion, vary the position or Transaction limits, or any trading or Transaction restrictions. No previous limit or restriction shall set a precedent or bind KGISS.

KGISS可在任何时候全权自行决定变更仓位或交易限额，或任何买卖或交易限制。任何先前的限额或限制均不得为KGISS设定先例或约束。

**A4.3** The Customer acknowledges that the limits referred to in Clause A4.1 may also be set by a Relevant Body and that the limits set by KGISS may exceed those set by the Relevant Body. In placing Order with KGISS, the Customer shall not exceed any position or Transaction limits, or breach any trading or Transaction restrictions whether imposed by KGISS or any Relevant Body.

客户确认，第 A4.1 条中提及的限额可由相关机构设定，而 KGISS 设定的限额可超过相关机构设定的限额。当向 KGISS 下达指令时，客户不能超出任何仓位或交易限额，或违反任何买卖或交易限制，包括由 KGISS 或任何相关机构施加的任何限额或限制。

## A5 MARGIN 保证金

A5.1 The Customer shall deposit, maintain in each Account and/or otherwise provide KGISS with Margin in such form and amounts, at such times and in respect of such Account as KGISS may from time to time in its sole and absolute discretion require, whether or not such requirement of KGISS is identical to or reflects or is greater than any applicable Margin requirements of any governmental or self-regulatory organization in any jurisdiction (including any exchange which is required to be maintained by KGISS and/or the Customer).

客户应按照 KGISS 不时全权自行决定需要的保证金形式和金额，在规定的时间内在每个账户中存储、保有和/或向 KGISS 提供与账户相关的保证金，无论 KGISS 的要干、反映了或高于任何司法辖区内政府机构或自律组织所公布的任何适用保证金要求（包括需要 KGISS 和/或客户维护的交易所）。

A5.2 The Customer acknowledges that the Margin referred to in Clause 5.1 may also be set by a Relevant Body or a counterparty broker and that the limits set by KGISS may exceed those set by the Relevant Body or counterparty broker. KGISS may, in its sole and absolute discretion, charge interest as well as interest-related fees on any Margin requirements set by KGISS that are above that set by a Relevant Body or counterparty broker.

客户确认，第 5.1 条中提及的保证金可由相关机构或对手方经纪人设定，而 KGISS 设定的限额可能超过相关机构或对手方经纪人设定的限额。对于 KGISS 设定的超出相关机构或对手方经纪人设定的限额的任何保证金要求，KGISS 可全权自行决定收取利息以及利息相关费用。

A5.3 KGISS may, in its sole and absolute discretion, with or without notice to the Customer, vary the Margin requirements for any Account at any time and by any level and may also stipulate that such Margin requirement shall apply to existing positions as well as new positions in the Transaction affected by such change. The Customer acknowledge that KGISS may, in certain market conditions, effect an immediate change in Margin limits or levels and/or require additional Margin to be deposited immediately or within a specified period of time which may be less than 24 hours, and waives any right to object on the grounds that such requirement is unreasonable. No previous Margin requirements shall set a precedent or bind KGISS.

无论是否已事先通知客户，KGISS 可在任何时候全权自行决定对任何账户的保证金要求进行任何程度的更改；KGISS 也可规定该等保证金要求应适用现有仓位和受上述变更影响的交易的新仓位。客户确认，KGISS 可在特定市况下变更保证金限额或水平（立即生效），和/或要求客户立即或在可能低于 24 小时的规定期限内存入额外保证金；客户放弃以该等要求不合理为由提出反对的权利。任何先前的保证金要求均不得为 KGISS 设定先例或约束。

A5.4 If KGISS determines that additional Margin is required, the Customer shall deposit with KGISS such additional Margin immediately upon demand provided that, notwithstanding any such demand for additional Margin, KGISS may at any time exercise its rights set out in Clause A9 in making such determination in respect of the Margin provided for any Account, KGISS shall not be required to take into consideration Margin held by KGISS for the Customer in respect of any other Account.

如果 KGISS 决定要求提供额外保证金，客户应按照要求立即向 KGISS 存入上述额外保证金。但是，尽管有该等额外保证金的要求，KGISS 可不时行使第 A9 条列明的、做出与任何账户保证金有关的决定之权利，KGISS 在此可不考虑 KGISS 持有的客户任何其他账户的保证金。

A5.5 The Customer acknowledges that the Margin may be held and used to secure the performance of the Customer's obligations as well as for such other purposes as the Customer may agree with KGISS and/or Applicable Laws may permit or stipulate for the Transactions traded.

客户确认，保证金可持有并作为履行客户义务的担保，也可用于客户与 KGISS 议定的及/或适用法律允许或规定的其他交易用途。

A5.6 All Margins shall be held by KGISS, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favour of KGISS for any and all of the Customer's liabilities to KGISS (whether contingent or actual) under this Agreement or otherwise, and KGISS may realise any of the Margin of the Customer as provided for in this Agreement.

无论任何条款或指示中是否有相反的规定，所有保证金应作为持续抵押品由 KGISS 持有；并且，因客户在本协议下对 KGISS 的任何及全部债务（无论是或有或实际的），KGISS 对保证金享有一般留置权和抵销权；KGISS 可根据本协议目的将任何客户保证金变现。

A5.7 All Margin shall be in such form as KGISS may stipulate and the value of any such Margin shall be determined by KGISS in its sole and absolute discretion. KGISS shall be entitled to deposit, invest, loan, mortgage, charge, pledge, repledge, hypothecate or otherwise deal with any Margin in whatever form provided to KGISS or any Relevant Body in such manner as may be permitted under the Applicable Laws, and shall be paid on any type of margin deposited by the Customer with KGISS and the Customer acknowledges and consents that interest earned on the Margin deposited under this Agreement may be retained by KGISS for its own account and benefit. KGISS shall at no time be required to deliver to the Customer the identical property delivered to or purchased by KGISS as Margin for the Account(s) but only property of substantially the same kind and amount with adjustments for quantity and quality variations at the market price prevailing at the time of such delivery.

所有保证金均应符合 KGISS 规定的形式，保证金金额也应由 KGISS 全权自行决定。KGISS 有权按适用法律允许的形式存储、投资、借贷、按揭、担保、质押、转押、所有权不变抵押或以其他方式处理以任何方式提供给 KGISS 或任何相关机构的保证金，并应收取由客户存入的任何类型的保证金；客户确认并许可本协议下存入的保证金之利息可由 KGISS 作为其收益保留在自有账户中。KGISS 在任何时候都不应将交付给 KGISS 或由其购买的作为账户保证金的同一财产交付给客户，但与根据交付时市价的数量和质量变动所进行的调整具有相同类型和金额的财产除外。

A5.8 The Customer shall at its own cost and at KGISS' request, promptly execute and do all such deeds, acts and things (including without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents) as necessary or as KGISS may require for the purposes of this Agreement, including but not limited to perfecting and/or protecting KGISS' rights to the Margin provided by the Customer.

应 KGISS 的要求，客户应签署并执行 KGISS 为本协议目的（包括但不限于完善 KGISS 对客户提供之保证金的权利）而要求的所有契约、行动或物品（包括但不限于执行进一步的行动、或签署并交付任何其他文书或文件）。客户自行承担费用。

A5.9 Without prejudice to the generality of Clause A 5.7, the Customer hereby expressly agrees that KGISS may deposit any Margin of the Customer in any ways with such custodian as KGISS may, in its sole and absolute discretion, appoint including, where such Margin is denominated in a foreign currency, a custodian outside Singapore, and on such terms that shall be notified to the Customer otherwise the Customer acknowledges and accepts that different settlement, legal and regulatory requirements and different practices relating to the segregation of the Margin may apply. The Customer further agrees that KGISS may co-mingle such Margin with the cash and properties of its other customers; and/or with a Clearing House, a member of a futures exchange (whether overseas or otherwise) for such purposes as may be permitted under the Applicable Laws or the business rules and practices of the Clearing House or futures exchange (as the case may be).

在不影响第 A5.7 条一般性的前提下，客户特此明确同意，KGISS 可以任何方式将客户的任何保证金存入 KGISS 全权自行决定委任的托管人处。如果保证金是外币，托管人可在新加坡境外；该等情况应通知客户。客户承认并同意，除此之外的其他情况适用不同的结算、法律和监管要求以及不同的保证金分开存放做法。客户进一步同意，KGISS 可将上述保证金与其他客户的现金和财产混放；和/或在适用法律或结算所或期货交易所（视情况而定）的业务规则和做法许可的情况下，将上述保证金与结算所或期货交易所（无论是否在海外）成员的现金和财产混放。

A5.10 For so long as the Customer owes money or obligations (of whatsoever nature and howsoever arising) to KGISS, the Customer shall only withdraw or demand the return or repayment of any Margin from KGISS with KGISS' consent. KGISS may at any time withhold any Margin of the Customer pending full settlement of all such moneys or obligations of the Customer.

只要客户有应支付予 KGISS 的任何（无论何种性质、如何导致）款项或债务，客户只有征得 KGISS 的同意才能提取保证金或要求 KGISS 退还或偿付保证金。KGISS 可在任何时候预扣客户的任何保证金，直到上述客户款项或债务完全结清为止。



**A5.11** In addition and without prejudice to any right which KGISS may have under law or otherwise, KGISS may in its sole and absolute discretion at any time and from time to time without notice to the Customer apply and/or set-off any Margin standing to the credit of the Customer (whether on any Account held with KGISS or the Associated Corporations, or otherwise) against all moneys and/or other liabilities of the Customer due, owing or incurred on any Account, whether held with KGISS or the Associated Corporations, or otherwise, in any manner and whether actual or contingent, joint or several.

在不损害 KGISS 根据法律或其他条件拥有的任何权利的前提下且除这些权利之外，KGISS 可在任何时候或不时在无需通知客户的情况下，全权自行决定从客户的保证金中（在 KGISS、联属实体或其他情况下持有的账户中）扣除或抵销客户在任何账户（无论是 KGISS、联属实体或其他情况下持有）中应付、拖欠或招致的任何款项和/或其他债务，无论是实际债务或有或债务，是共同债务或个别债务。

**A5.12** The Customer hereby authorizes each of the Associates to act on any instructions as may be issued by KGISS at any time and from time to time withhold payment, or to deliver, transfer, withdraw or otherwise dispose of any Margin held by them for the Customer. Each Associate is under no duty to enquire about the purpose or propriety of KGISS' instructions given pursuant to this Clause. The Customer also agrees to ratify all Instructions given by KGISS under this Clause, and to waive any claims it may have against the Associates resulting from their compliance with this Clause.

客户特此授权每个联属公司按照 KGISS 在任何时候和不时发布的指示扣款、或交付、转让、提取或以其他方式处理其为客户持有的保证金。任何联属公司均没有义务查询 KGISS 根据本条款发出的指示的目的或适宜性。客户也同意批准 KGISS 根据本条款发出的所有指示，并放弃对任何联属公司因遵守本条款而可能招致的对联属公司的索偿。

## **A 6 FEES AND PAYMENTS 费用和付款**

**A6.1** The Customer shall promptly pay all of KGISS' fees and/or other charges at such rates and in such manner as KGISS may impose and stipulate from time to time with respect to the execution, performance and/or settlement of any Transaction or otherwise for the maintenance of any Account or the provision of any service or facility to the Customer or in connection with any Account.

客户应按照 KGISS 不时施加的费率和规定的方式、立即支付 KGISS 所有的与任何交易的执行、履行和/或结算、任何账户的维护、任何客户服务或设施的提供、或任何账户相关的费用和/或其他收费。

**A6.2** The Customer shall make payment to KGISS' order promptly of any outstanding sum in respect of any Transaction on the due date of the relevant Transaction or upon demand by KGISS.

在相关交易到期日或应 KGISS 指令要求，客户应立即向 KGISS 支付与任何交易相关的未付金额。

**A6.3** KGISS shall be entitled to charge interest on any sum or payment due to KGISS from the Customer at such rate and calculated and/or compounded in such manner as KGISS may impose and determine from time to time and to debit any Account, in respect of the interest due.

KGISS 应有权对客户应付予 KGISS 的任何金额或付款收取利息，利率和利息计算和/或复利计算方式由 KGISS 不时施加和确定，KGISS 有权从任何账户中扣除到期利息。

**A6.4** All payments to KGISS shall be in the currency in which they are due (unless otherwise notified by KGISS), in free and clear funds and free of deductions or withholdings. If the Customer is obliged by law to make such deduction or withholding, the Customer shall pay to KGISS such greater amount which after deduction, shall result in the net amount actually received by KGISS to be equal to the amount which would have been received by KGISS had no such deduction or withholding been required.

对 KGISS 的所有付款均应在到期时以货币支付（除非 KGISS 另有通知），必须是无抵押、无负担的资金，且不能有任何扣除或预扣。如果根据法律要求客户必须进行扣除，客户应向 KGISS 支付稍高一些的金额，确保在进行扣除后 KGISS 收到的净额，等于在没有该等扣除时 KGISS 应收的金额。

**A6.5** Any taxes, duties, disbursements, costs and/or other expenses incurred by KGISS in connection with the Account or the Customer shall be reimbursed in full by the Customer.

KGISS 招致的与账户或客户相关的所有税款、关税、垫付、成本和/或其他支出，均应由客户进行偿付。

**A6.6** If for any reason KGISS cannot effect payment or repayment to the Customer in a particular Currency in which payment or repayment is due, KGISS may effect payment or repayment in the equivalent of any other Currency selected by KGISS based on the rate of exchange quoted by KGISS in respect of the relevant Currencies at the time the payment or repayment is due.

如果 KGISS 出于任何原因无法使用特定货币向客户支付或偿还到期付款或还款，KGISS 可选择任何其他货币，并按照付款或还款到期时 KGISS 对相关货币的公告汇率支付或偿还等额资金。

**A6.7** All interest, fees, commissions and other charges of KGISS are exclusive of any goods and services tax or any other applicable sales tax which shall be borne by and separately charged to the Customer.

KGISS 的所有利息、费用、佣金和其他收费不包括任何商品及服务税或任何其他适用销售税，该等税费应由客户承担并向客户单独收取。

**A6.8** Unless KGISS otherwise agrees with the Customer, each obligation of KGISS to make any payment to the Customer under this Agreement is subject to the condition precedent that there is no Default subsisting.

除非 KGISS 与客户另有协议，KGISS 在本协议下向客户支付的每次付款义务，前提条件均是不存在违约现象。

**A6.9** Unless otherwise specified by KGISS in its sole and absolute discretion, all payments are to be made in Singapore dollars.

除非 KGISS 全权自行决定其他方案，所有付款均应以新加坡元进行。

## **A 7 FOREIGN CURRENCY TRANSACTIONS 外币交易**

**A7.1** If the Customer directs KGISS to enter into a Transaction that is effected in a foreign Currency:

如果客户指示 KGISS 使用外币订立交易：

(a) Any profit or Loss resulting from exchange rate fluctuations of such Currency will be at the Customer's sole risk; 因该币种汇率变动而导致的任何盈利或亏损均由客户独自承担风险；

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

(c) KGISS may debit or credit the Account in the Relevant Currency when such Transaction is liquidated, and the rate of exchange of any foreign Currency required to be converted to the Relevant Currency shall be determined by KGISS in its sole and absolute discretion on the basis of the rates of exchange prevailing at the time of the debit and credit.

当清算此类交易时，KGISS 可使用相关货币记入账户贷方或借方，兑换为相关货币所需的任何外币的汇率应由 KGISS 按照借记或贷记时的现行汇率全权自行确定。

**A7.2** KGISS may, at any time in its sole and absolute discretion, convert any amounts in any Account(s) of the Customer's or standing to the credit of the Customer to any other Currency for the purposes of carrying out the Orders of the Customer or exercising any of KGISS' rights under these terms and conditions or under any Account. Exchange rate losses and the costs of conversion shall be borne by the Customer.

KGISS 可在任何时候全权自行决定将客户任何账户内的任何金额兑换成任何其他货币，用于执行客户的指令或行使 KGISS 在这些条款或任何账户下的权利。汇率损失和兑换成本应由客户承担。

**A7.3** The Customer also acknowledges and consents to KGISS having the right and discretion where it deems appropriate to deposit moneys/foreign securities received on account of the Customer which are denominated in a foreign currency in a trust account which is maintained outside of Singapore with a bank/custodian licensed, registered or authorised to conduct banking/custodian business in that jurisdiction.

客户同时确认并同意，KGISS 有权在酌情认为合适的情况下，将客户账户收到的外币款项或外国证券存入在新加坡境外司法辖区受许可、注册或授权开展银行/保管业务的银行/保管机构所保有的信托账户。

## **A 8 JOINT ACCOUNTS 联名账户**

**A8.1** If an Account is opened or maintained in the name of more than one person or a partnership:

如果账户以超过一名人士或一个合伙企业的名义开立或保有：

(a) the term "Customer" hereunder shall refer to each person or partner jointly and severally, and the liability of each such person or partner to KGISS shall be joint and several;

此处的术语“客户”应对每个人或合伙企业的单独或联合指代，其中每个人或合伙企业均应对 KGISS 单独和联合负责。

(b) KGISS shall be entitled to debit that Account at any time in respect of any sum howsoever due or owed to KGISS by any of the persons in whose name the Account is opened or maintained or constituting the partnership;

对于任何人士的到期或应付给 KGISS 的款项，KGISS 应有权随时将金额计入以该等人士名义开立或保有、或以其名义构成合伙企业的账户借方。

(c) the delivery of any monies, instruments, documents and any other property in relation to the Account(s) and/or the Transactions may be made by KGISS upon the Order of any one of such persons and such delivery shall constitute full and complete delivery by KGISS and shall without limitation be deemed to be sufficient delivery to all such persons; and

KGISS 可根据该等人士中任何一个的指令来交付任何股份证书和任何其他与账户和/或交易相关的文件，这种交付应构成完整和全部的 KGISS 交付，应无条件视为对该等人士的充分交付；且

(d) no person constituting the Customer shall be discharged, nor shall his liability be affected by, any discharge, release, time, indulgence, concession, waiver or consent at any time given or effected in relation to any one or more of the other such persons constituting the Customer.

构成客户的任何一个或多个人士在任何时间提供或生效的责任免除、让渡、履行时间、延期、特许、弃权或同意，不能免除构成客户的任何人士的责任或影响其义务。

**A8.2** Unless otherwise agreed by KGISS, the Orders or agreement of any one person constituting the Customer shall be deemed to be the Orders or agreement of all the persons constituting the Customer and any notice or communication addressed and sent by KGISS to any one person constituting the Customer shall be deemed to have been addressed and sent to all persons constituting the Customer and where any such person shall have received or is deemed to have received any such notice or communication, all the persons constituting the Customer shall be deemed to have received the same.

除非 KGISS 另行同意，构成客户的任何人士的指令或协议应视为构成客户的所有人士的指令或协议；由 KGISS 发送给构成客户的任何人士的通知或通信应视为已发送给构成客户的所有人士；如果任何该等人士已收到或被认为已收到任何此类通知或通信，则构成客户的所有人士都应视为已经收到相同的信息。

**A8.3** The doctrine of survivorship shall apply to any Account opened in joint names of more than one Person or in the name of a Partnership. Accordingly, in the event of the death of such Person or any partner constituting the Customer, the Account shall immediately vest in the surviving Person(s) or partner(s) (as the case may be).

生存者取得权原则应适用于以多人联名或以合伙企业名义开立的任何账户。因此，如果构成客户的任何该等人士或任何合作伙伴死亡，账户应立即授予生存的人士或合作伙伴（根据情况而定）。

## **A 9 DEFAULT 违约**

**A9.1** A "Default" shall be deemed to occur if:

下列情况应视为“违约”：

(a) the Customer has failed to comply with any of its obligations hereunder or under any Account or Transaction;

客户未能遵守其此处的任何义务或在任何账户或交易下的任何义务；

(b) (in the event that the Customer is an individual) the customer shall die, become bankrupt or insane, commit an act of bankruptcy, or have action to place the Customer in bankruptcy commenced against it;

(如果客户为个人) 客户死亡、破产或精神失常、实施破产行动或能将客户置于破产境地的诉讼开始；

(c) (in the event the Customer is a partnership) any of the partners thereof shall die, become bankrupt or insane, commit an act of bankruptcy, or have action to place him/her in bankruptcy commenced, or if action is commenced to dissolve and/or alter the partners or in the constitution of the Customer;

(如果客户为合伙企业) 任何合作伙伴死亡、破产或精神失常、实施破产行动或能将其置于破产境地的诉讼开始，或能解散和/或改变合作伙伴或客户构成的诉讼开始；

(d) The Customer makes any voluntary arrangement with its creditors or becomes subject to administration order;

客户与其债权人达成任何自愿偿债安排或受制于任何行政管理令之下；

(e) The Customer is the subject of a petition presented, an order made, or a resolution passed, to wind up the Customer, to place the Customer in bankruptcy or in judicial management, or to take any similar or analogous action in respect of the Customer;

客户是呈递的请愿书、做出的命令或已通过的决议的主体，要求客户清盘、破产或接受司法管理，或采取任何与客户相关的类似或可比行动；

(f) any claim, action or proceeding of any nature is commenced against the Customer, or steps are taken by any person to enforce any security against the Customer;

针对客户进行任何性质的索赔、行动或诉讼开始，或任何个人采取步骤针对客户执行任何抵押；

(g) KGISS has, for more than 2 consecutive Business Days, been unable to establish direct contact with the Customer or any of its designated representatives;

or  
KGISS 在超过 2 个连续营业日内不能直接联系到客户或其指定的任何代表；或

(h) KGISS forms the view, in good faith, that it should take action in order to preserve its right or interests under any Account or under its relationship with the Customer.

KGISS 善意地认为，应该采取行动以保护其在任何账户或客户关系之下的权利或利益。

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

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

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

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

(a) suspend (indefinitely or otherwise) or terminate any Account or KGISS' relationship with the Customer and accelerate any and all liabilities of the Customer to KGISS so that they shall become immediately due or payable;  
 暂停（无限期或其他）或终止任何账户或 KGISS 与客户的关系，加快客户对 KGISS 的任何及全部债务以使其立即到期或应付；

(b) hedge and/or close-out all or any outstanding Transaction (including any Transaction which has yet to be settled on the date on which KGISS terminates such Transaction) or position by determining its value as of the date of the close-out as soon as practicable after the close-out;  
 对冲和/或抛售所有或任何未完成的交易（包括在 KGISS 终止该等交易当日尚未结算的任何交易）或仓位，在抛售后可行时确定截至抛售日期时的价值；

(c) cancel any of the Customer's outstanding Order;  
 撤销客户的任何未完成指令；

(d) liquidate the Margin or part thereof at a price which KGISS deems appropriate in the circumstances;  
 按照 KGISS 在当时环境中认为合适的价格清算保证金或部分保证金；

(e) satisfy any of the Customer's obligations due to it (either directly or by way of guarantee or surety ship) from any Margin;  
 从任何保证金中履行客户应付（直接或通过抵押或担保）的债务责任；

(f) sell any or all Securities, Futures Contracts and/or the underlying subject matter of the Futures Contracts long in the Account(s) and/or buy any or all Securities, Futures Contracts and/or the underlying subject matter of the Futures Contracts, which may be short in the Account(s) on the Market in any manner at any time;  
 销售任何或全部证券。期货合约和/或期货合约的多头账户基本标的物或/或买入任何或全部证券。期货合约和/或期货合约的基本标的物，可能为市场上任何时间任何方式的空头账户；

(g) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of KGISS as security for the Account(s);  
 要求提供任何抵押品，包括但不限于已签发或以 KGISS 为受益人的任何担保及信用证，作为账户抵押品；

(h) apply any amounts of whatsoever nature standing to the credit of the Customer against any amounts which the Customer owes to KGISS (whatsoever nature and howsoever arising, including any prospective or contingent amounts), or generally to exercise KGISS' right of set-off against the Customer;  
 从客户任何性质的金额中扣除客户欠 KGISS 的任何金额（无论何种性质以及如何引起，包括任何或有金额），或一般性地行使 KGISS 对客户的抵销权；

(i) demand any shortfall, after taking any one or more of the above steps, from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of cheque to the last known address of the Customer; and/or  
 向客户要求上述(a)中的差额，暂时持有任何超额，直到客户任何其他债务完全清偿为止，或将任何超额以支票形式寄送到最后已知的客户地址；和/或

(j) exercise such other authority and powers that may have been conferred upon KGISS by this Agreement.  
 行使本协议可能授予 KGISS 的该等其他职权和权力。

A9.3 If there occurs in relation to any Transaction (otherwise than on an exchange) or otherwise in relation to an Account or Accounts an Extraordinary Event (as defined below), KGISS shall have the sole discretion to determine any adjustments or action necessary in relation to such Transaction or any or all Transactions or otherwise to an Account or Accounts in view of the Extraordinary Event. Such adjustments or actions may include but is not limited to altering or varying the quantities of Currencies or financial instruments or the exchange rates or specifications of Currencies or instruments bought or sold in respect of such Transaction or some or all Transactions, or terminate the Transaction in question or some or all Transactions, or an Account or Accounts or otherwise. Provided KGISS undertakes such action in good faith, any such adjustment or action shall be binding on the Customer who shall be liable for any additional Loss incurred by KGISS on the account of the Customer or which the Customer is consequently liable for as a result of such adjustment or action.

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

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

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



**A9.5** KGISS or the Customer may terminate any Account or any service provided by KGISS under this Agreement by giving 5 Business Days' notice in writing to the other party. Prior to the date of the termination of any account or Service, the Customer shall instruct KGISS as to the proper disposal or transfer of money and other properties of the Customer in relation to such Account or Service. If the Customer fails to do so, KGISS may exercise any of its rights under Clause A9.2 above as if Default had occurred.

KGISS 或客户均可在向另一方提前 5 个营业日发出书面通知的情况下，终止本协议下由 KGISS 提供的任何账户或服务。在任何账户或服务的终止日期之前，客户应告知 KGISS 如何正确处置或转移客户与该等账户或服务相关的款项或其他财产。如果客户未能如此行事，KGISS 可按照出现违约的情况行使第 A9.2 条下所拥有的任何权利。

#### **A 10 GENERAL INDEMNITY 一般性赔偿**

**A10.1** In addition and without prejudice to any other right or remedy of KGISS (at law or otherwise) the Customer shall indemnify and hold KGISS harmless from and against any and all Loss (including legal costs on a full indemnity basis) suffered or incurred by KGISS as a result of or in connection with:

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

(a) any failure by the Customer to comply with any of these terms and conditions;  
客户未能遵守本条款中的任何规定；

(b) KGISS acting in accordance with the Customer's orders or in any manner permitted under these terms and conditions;  
KGISS 遵照客户指令或以本条款许可的任何方式行事；

(c) any of the Customer's representations, warranties, agreements and undertakings in these terms and conditions being untrue, incorrect, incomplete or misleading in any material respect;  
任何客户在本协议下所做的声明、保证、同意、承诺在重要部份非属真实、正确或令人误导；

(d) any act or thing done or caused to be done by KGISS in connection with or referable to these terms and conditions or any Account.  
KGISS 执行或造成其执行的、与这些条款或任何账户有关或可追溯的任何行动或事情。

#### **A 11 GENERAL EXCLUSION AND LIMITATION OF LIABILITY 一般性排除与责任限制**

**A11.1** In addition and without prejudice to any other right or remedy which KGISS may have (under this Agreement, at law or otherwise), in the absence of fraud or willful default on the part of KGISS, it shall not be liable to the Customer in any respect of any Loss suffered by the Customer.

在补充且不损害 KGISS 可能拥有的任何其他补救（本协议下、依法或其他）的情况下，如果 KGISS 一方不存在欺诈或有意违约，则 KGISS 对于客户遭受的任何方面的任何损失不应承担责任。

**A11.2** KGISS shall not be liable to the Customer for any and all Loss incurred by the Customer as a result of the suspension of the trading and/or change in trading conditions affecting the Market.

对于因交易暂停和/或影响市场的交易条件的变化而让客户蒙受的任何及全部损失，KGISS 不对客户承担责任。

**A11.3** For the avoidance of doubt and without prejudice to the generality of the foregoing, KGISS shall not in any event be liable to the Customer for any indirect or consequential loss, or for punitive damages. If and to the extent KGISS is found to be liable for any losses or damages in relation to the business relationship with the Customer, then unless KGISS is prohibited from limiting such liability by law, the maximum amount of KGISS' liability will be limited to the amount of commission and charges paid by the Customer to KGISS for the relevant transaction or SGD10,000, whichever is lower.

为避免疑义且在并不损害上述内容的一般性的情况下，对客户的所有间接性、结果性损失或惩罚性赔偿，KGISS 概不负责。如果发现 KGISS 应该对其与客户之间业务关系的损失或损害负责，则除非法禁止 KGISS 针对该责任加以限制，否则 KGISS 所承担责任的最高数额上限为客户支付给 KGISS 的相关交易佣金和费用的金额或 10,000 新币，以较低数额为准。

#### **A 12 RELATIONSHIP OF KGISS WITH THE CUSTOMER /KGISS 与客户之间的关系**

**A12.1** Notwithstanding that the Customer may as between itself and a third party be affecting Transactions for and on behalf of such third party, as between the Customer and KGISS, the Customer shall be deemed to be and is transacting as sole principal. The Customer acknowledges, undertakes and agrees to be always primarily liable to KGISS for such Transactions.

尽管客户可代表第三方在自己与该第三方之间进行交易，如同客户与 KGISS 之间的交易，客户应被视为交易的唯一当事人。客户确认、保证并同意始终对该等交易承担主要责任。

**A12.2** Unless otherwise agreed by KGISS in writing (which shall include KGISS' "ACCOUNT OPENING GUIDE AND CAUTIONARY NOTES WHEN APPLYING FOR A CORPORATE TRADING ACCOUNT"), KGISS does not and is not willing to assume any advisory, fiduciary or similar or other duties to the Customer. KGISS assumes, and relies on the assumption, that the Customer has taken all necessary independent legal, tax, financial and other advice in relation to any Account or service and before entering into any Transaction between KGISS and the Customer.

除 KGISS 另行书面同意（应包括 KGISS 的“公司交易账户开户指南与注意事项”），KGISS 不会且不愿向客户承担任何咨询、信托或其他类似的职责。KGISS 假定且信赖该假定，客户已就 KGISS 和客户之间任何账户或交易采纳了独立的法律、税务、财务和其他方面的建议。

**A12.3** Without prejudice to Clause A12.2, the Customer acknowledges that KGISS prohibits any of its Officers, employees of KGISS or other persons appointed by KGISS in accordance with Clause A2.3, but subject as stated in KGISS' "ACCOUNT OPENING GUIDE AND CAUTIONARY NOTES WHEN APPLYING FOR A CORPORATE TRADING ACCOUNT", from giving any representations, trading suggestions, recommendation or information on its behalf. Any such representations, trading suggestions, recommendations or information if made must therefore be regarded as having been made in the personal capacity of such person giving the same. The Customer cannot and will not hold KGISS liable for any Losses which it suffers if it relies on such representations, trading suggestions, recommendations or information.

在不损害第 A12.2 条的情况下，客户确认 KGISS 禁止其任何职员、KGISS 雇员或 KGISS 按照第 A2.3 条委任的其他人士代表 KGISS 提供任何声明、交易建议、推荐或信息，但须遵循 KGISS 的“公司交易账户开户指南与注意事项”。任何此类声明、交易建议、推荐或信息（如果有的话），必须视为提供人士以个人名义所提供之信息。客户如果依赖此类声明、交易建议、推荐或信息而蒙受损失，则不能也不会让 KGISS 承担责任。

**A12.4** No Officer, employee of KGISS or other persons appointed by KGISS in accordance with Clause A2.3 may waive or vary any of KGISS' rights under this Agreement nor may they accept any liability on KGISS' behalf.

KGISS 的职员、员工或 KGISS 依照第 A2.3 条委任的其他人士均不能放弃或改变 KGISS 在此协议下的任何权利，也不能代表 KGISS 接受任何责任。

**A12.5** The Customer acknowledges and agrees that where KGISS uses another broker to execute the Orders in foreign jurisdictions, KGISS may have to accept sole and principal responsibility to the broker for the executed Order (notwithstanding that as between the Customer and KGISS, KGISS is in fact the agent of the Customer). Accordingly, the Customer shall indemnify KGISS against any and all actions which KGISS deems in good faith necessary to ensure that KGISS will not be in default of its said principal obligation or responsibility. The foregoing right of KGISS will apply even though as between KGISS and the Customer, the



Customer may be in actual or anticipatory default. The foregoing indemnity in favour of KGISS is in addition to any other right that KGISS may have (whether expressly provided as between the parties or implied by law).

客户确认并同意，如果 KGISS 使用其他经纪人在国外司法辖区执行指令，KGISS 将必须对该经纪人执行的指令单独承担主要责任（尽管在客户与 KGISS 之间，KGISS 事实上仍是客户的代理人）。因此，对于 KGISS 为保证 KGISS 不违背上述主要义务或责任而善意地认为必需的任何及所有行为，客户应对 KGISS 进行补偿。即使在 KGISS 与客户之间，客户可能实际上或预期会违约，上述 KGISS 的权利仍然适用。上述以 KGISS 为受益人的补偿，是对 KGISS 可能拥有的任何其他权利（无论是双方之间明示还是法律所暗示）的补充。

### A 13 GENERAL POWER OF ATTORNEY 全权委托书

A13.1 The Customer by trading with or through KGISS with respect to the Account(s) confirms its irrevocable appointment of each and every director and manager of KGISS (on a several basis) for so long as they are each a director/manager (as the case may be) of KGISS as his attorney for each and all of the purposes of these terms and conditions and with power to sign and execute all documents and perform all acts in the name and on behalf of the Customer whether in respect of any Transaction referable to an Account or in respect of anything required to facilitate or give effect and/or substance to the rights conferred on KGISS under these terms and conditions and do anything reasonably ancillary thereto.

客户与 KGISS 或通过 KGISS 进行账户交易，由此确认其不可撤销地委任任何 KGISS 负责人和管理人员（在个别基础上，只要他们是负责人和管理人员，<视情况而定>）或 KGISS 作为在本条款任何及全部情况下的代理人，有权以客户名义并代表客户签署所有文件并履行所有行为，不论是何可追溯至某个账户的任何交易，还是关于为促成或实现 KGISS 在本条款下的权利所需的任何事情，以及任何合理相关的事情。

A13.2 Registration of this power of attorney in any jurisdiction may be effected on the Customer's behalf by KGISS at the Customer's expense. The Customer undertakes to ratify and confirm, and hereby ratifies and confirms, all and whatsoever KGISS or any of the aforesaid attorneys may lawfully do pursuant to this power of attorney. The Customer shall hold harmless, indemnify and keep indemnified KGISS and any of the aforesaid attorneys against any and all Losses (including legal costs on a full indemnity basis) suffered or incurred by any of them in the proper exercise of their powers under Clause A13.1.

KGISS 可代表客户在任何司法辖区内注册本委托书，并由客户支付费用。客户承诺批准并确认，并特此批准和确认 KGISS 按照本委托书可能采取的任何及全部行动。客户应对于 KGISS 及任何前述的代理人妥适执行他们在第 A13.1 条下的权力所致的所有损失（包括全部的法律成本）进行补偿。

### A 14 TRUST ACCOUNT – INTEREST WAIVER / INVESTMENT POWERS 信托账户 - 利益豁免/投资权力

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

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

A14.2 Without prejudice to the provisions of the preceding clause A14.1 and in addition to KGISS' rights and powers including its investment entitlement pursuant to Regulation 20 of the Securities and Futures (Licensing and Conduct of Business) Regulations 2002, the Customer hereby grants to KGISS the authority at its discretion to invest the Customer's excess funds with KGISS (whether such funds are held distinctly or on a commingled basis pursuant to KGISS' entitlement to effect such commingling of customer funds) whether distinctly or as part of a pool of commingled funds with or through any funds manager (including itself or a related entity) in such investments as may also be permitted of KGISS by the Rules or By-laws of a relevant exchange or market. The Customer acknowledges that any such investment is at KGISS' discretion and KGISS shall have no liability or responsibility if no such investment is effected or procured to be effected, KGISS will also not be liable for any loss in principal or lack of enhancement in the value of the principal occasioned by and/or from the investment(s) effected and the Customer also accepts the risk of any and all losses or shortfalls that may result from the investment(s) effected, on a pro-rated basis where relevant, so long as any investment is made in good faith by KGISS.

在不损害上述第 A14.1 条的规定情况下，除 KGISS 在《2002 年证券与期货（发牌与业务操守）规则》第 20 条中规定的权利和权力（包括投资权力）以外，客户特此授权 KGISS 可依据自己的判断将客户的超额资金投资于 KGISS（不论这些资金是完全分开，还是按照 KGISS 对此类客户基金进行混放的权力以混放的形式持有），不论完全分开或作为混放资金池的部分使用或通过 KGISS 的任何基金经理（包括自己或相关实体），按照相关交易所或市场的规则或章程许可进行该等投资。客户确认，任何该等投资都由 KGISS 全权自行决定，KGISS 对未进行或导致未进行此类投资不承担责任或义务，KGISS 对投资引起和/或招致的本金价值未升值或本金的任何损失也不承担责任。只要 KGISS 是善意地进行投资，客户还接受所进行的投资可能造成任何及全部损失或缺乏风险，并在合适时按比例分配。

### A 15 FORCE MAJEURE 不可抗力

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

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

### A 16 GENERAL LIEN 一般留置权

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

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

### A 17 WITHHOLDING & SET-OFF 预扣和抵销

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

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

A17.2 In addition to the foregoing KGISS may at any time and from time to time without notice set-off any amounts due to the Customer or held in any Account or any other account to which the Customer is beneficially entitled (whether with KGISS or with any Associated Corporation) to reduce or extinguish any liability whether present or future, actual or contingent, primary or as surety, owed by the Customer to KGISS or to any of other member of the KGISS Group. Each and every Associated Corporation may, subject to the proviso hereafter set out, enforce the set-off right provided in this clause in accordance with the Contracts (Rights of Third Parties) Chapter 53B provided that with respect to credit balances in the Accounts, KGISS' right of set-off has priority and as to any excess credit remaining in the Accounts thereafter, priority as amongst the other relevant members of the KGISS Group to benefit from the set-off right shall be as determined by KGISS who may also elect such members to enjoy such right on a pro-rated basis where the said excess is not sufficient to be set off against the aggregate debit balances owing to the members of the KGI Group by the Customer.

KGISS 可随时并不时在无需通知客户的情况下抵销客户的任何应得金额，或保留客户具有受益人资格的任何账户或任何其他账户（不论是在 KGISS 或任何联属公司开立的账户），以减少或消除客户亏欠 KGISS 或 KGI 集团任何其他成员目前或将来的、实际或有的、主要或作为担保的债务。每个联属公司可根据下文列明的附带条件，按照《合同法》（第三方权利）第 53B 章强制执行本条款中提供的抵销权。只要与账户中的贷方余额相关，KGISS 具有优先抵销权，对于其后账户中剩余的超额信用，如果所述的超额部分不足以抵销客户所欠 KGI 集团成员的总体债务余额，所有其他 KGI 集团相关成员受益的抵销权优先级应由 KGISS 确定，KGISS 也可能选出某些成员按比例分享这种权利。

## A 18 COMMUNICATIONS 通信

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

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

A18.2 Where (a) an Account is a joint account of one or more persons; and (b) no specific person is nominated for receiving communications from KGISS, KGISS may address, transmit and/or send all communications to the first of such persons identified in KGISS' written records and such communication shall be deemed to be sent to all such persons.

如(a)属联名帐户，且(b)无特定人员被指定收取来自 KGISS 的通知，KGISS 可以寄发，传送，且/或寄送所有通知到 KGISS 书面纪录中最初指定的人员，而通知应被视为已寄送给所有特定人员。

A18.3 The risk of loss or damage to, and the costs of delivery of, any articles or items sent to the Customer shall be borne by the Customer.

发送给客户的任何物件或物品的损失或损坏风险以及发送成本应由客户承担。

A18.4 Any communications from the Customer to KGISS, whether they be instructions relating to the Account or any of its Accounts which it now has or may hereafter open with KGISS or otherwise, shall be given in accordance with KGISS' general operating procedures.

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

## A 19 STATEMENTS, CONFIRMATIONS AND ADVICE 声明、确认书和通知

A19.1 The Customer shall verify all statements, confirmations and advice sent by KGISS to the Customer. If no objection is raised within 5 Business Days of the date of statement, confirmation or advice (or such other time period set out in the said statement, Confirmation or advice). Such statement, confirmation or advice shall be deemed conclusive and binding against the Customer, who shall not be entitled to object thereto and who shall be deemed to have ratified all matters therein stated. However, KGISS may at any time rectify any error on any entry, statement, confirmation or advice which has been proved to its satisfaction, and may demand immediately repayment from the Customer of any monies erroneously paid over to the Customer as a result of such error.

客户应验证由 KGISS 发送给客户的所有对帐单、确认书和通知，如果在此类对帐单、确认书和通知日期的 5 个营业日内（或在所述对帐单、确认书和通知中规定的其他期限）没有提出异议，则该对帐单、确认书或通知应视为已经生效并对客户具有约束力，客户无权对其提出反对。但 KGISS 可随时更正任何条目、声明、确认书或通知中的任何错误，直到满意为止，并可能会要求客户立即退还因此类错误而已经向客户错误支付的任何款项。

A19.2 The Customer agrees to receive daily activity statement(s), monthly activity statement(s) and/or trade confirmation(s) (collectively, "Statements") via KGISS' E-Statement Portal and/or electronic mail address as specified in the Application Form. The Customer acknowledges that all information technology system, in particular the electronic mail and the E-Statement Portal are vulnerable to disruption or failure and the reliability, timeliness, accuracy, quality, completeness and security of the E-Statement Portal and/or electronic mail ("Mishap") can never be assured, and agree that KGISS shall not be liable for any and all risks, losses and damages including but not limited to consequential losses and damages in connection with or incidental to the Mishap, non-delivery, late delivery and/or misdelivery of any and all of the Statements via the electronic mail and/or the E-Statement Portal.

客户同意透过 KGISS 的 E-Statement 入口及客户在申请单留存的电子邮件收受日对帐单，每月对帐单及/或交易确认书(以下简称"对帐单")。客户确认所有电子资讯设备，特别是电子邮件及 E-Statement 入口有可能遭受干扰或无法运作，且无法确保其可靠、及时、正确、品质、完整及安全("不良状况")，客户同意 KGISS 不会就透过电子邮件及/或 E-Statement 入口传输所生不良状况、无法送达、延迟送达及/或错误送达有关的风险、损失、损害(包括间接造成的)负责。

A19.3 The Customer shall immediately notify KGISS if a statement, confirmation or advice is not received by the Customer in the ordinary course of business.

如果客户在正常的业务过程中没有收到某个对帐单、确认书和通知，应立即通知 KGISS。

## A 20 UPDATING OF PARTICULARS 详细信息更新

A20.1 The Customer shall keep KGISS updated as to any change in the particulars of the Customer, or any information relating to any Accounts or to these terms and conditions, supplied to KGISS. If the Customer fails to do so, KGISS will not be responsible for any resulting Loss to the Customer.

如客户详细信息或与任何账户或这些条款相关的信息发生任何变更，客户应及时向 KGISS 提供更新的信息。如果客户因未能及时提供更新信息而招致任何损失，KGISS 概不负责。

## A 21 UNCLAIMED MONEYS AND PROPERTIES 无人申领的资金和财产

A21.1 If there are any monies or securities standing to the credit of any Account (including a trust account) which are unclaimed by the Customer six years after the Customer's last transaction with or through KGISS and KGISS determines in good faith that it is not able to trace the Customer, the Customer agrees that all such assets including any and all accretions and accruals thereon (which in the case of monies shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such monies; and in the case of securities shall include all accretions and accruals thereon), the same shall be deemed to have been abandoned by the customer in favour of KGISS and may be appropriated by KGISS to and for itself. The Customer thereafter shall have no right to claim such assets or their accretions and accruals.

如果任何账户（包括信托账户）的任何资金或证券信用状况在客户与 KGISS 或通过其进行最后一次交易后六年内没有被申领，并且 KGISS 本着善意确信无法追踪到客户，客户同意所有此类资产包括其后的任何增长和获利（对于资金来说，包括所有其后所得利息以及该资金所有投资的相应增长和获利；对于证券来说，包括其后所有增长和获利）视为客户已经通过使 KGISS 成为受益人而放弃，该等收益可归 KGISS 适当拥有。其后，客户无权要求该等资产或其增长及获利。

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

**A22.1** The Customer may have been introduced to KGISS by a third party. KGISS has and will accept no responsibility for any conduct, action, representations or statement of such third party.

客户可能经由第三方介绍给 KGISS。KGISS 对于该第三方的任何行为、行动、声明或陈述没有也不会承担任何责任。

**A22.2** KGISS may share its fees, commissions and/or other charges with such third party or any other third party.

KGISS 可能会与该第三方或任何其他第三方分享其收费、佣金和/或其他费用。

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

**A23.1** The Customer represents, warrants, agrees and undertakes that:

客户声明、保证、同意并承诺：

(a) in the case of the Customer being a natural person

客户是自然人的：

(i) that he has full capacity, power and authority to accept to this Agreement, to open and maintain all Account(s) from time to time established with KGISS and to give KGISS Orders; and

其完全有能力和权力随时接受本协议、开立和保有在 KGISS 建立的所有账户，以及向 KGISS 发出指令；

(ii) that he accepts as disclosed to KGISS in writing prior to or on the date hereof, the Customer is not;

按照在本协议签订之日或之前以书面形式向 KGISS 披露的一样，承认客户不是：

(aa) a partner, officer, director, owner of more than 10 percent of the equity interest, correspondent, agent or Person associated therewith, associated person or employee of a futures broker, nor a relative of a spouse of any of the foregoing persons who shares the same home as any of the foregoing persons; or

某个期货经纪人的合伙人、职员、董事或 10% 以上的股权所有者、代理行、代理人或与之有关的人士、关联人士或雇员，亦不是与上述任何人士是一家人的上述任何人士的配偶之亲属；或

(bb) an employee of any Market, any member of firm registered on any market, any bank, any trust company, any insurance company, or other forms of commercial paper or the underlying subject matter of any Futures Contract, or any corporation a majority of its share capital which is owned by a Market.

任何市场、在任何市场注册的商行的任何成员、任何银行、任何信托公司、任何保险公司的雇员，或其他形式的商业票据或任何期货合约的基本标的物，或大部分股本为某一市场所有的任何公司。

(b) in the case of the Customer being joint account holders or a partnership:

客户是联名账户持有人或合伙企业的：

(i) that each of the partners or the joint account holders of the Account is not under any legal disability and the previous Clauses of this Agreement are enforceable against all of them in accordance with its terms;

每位合伙人或账户的联名持有人不是法律上无行为能力的人，且本协议的以前内容按照其条款对他们是可执行的；

(ii) that it has all authorizations, consents, licenses or approvals (whether under Applicable Laws or otherwise) required to accept and agree to this Agreement, to open and maintain all Account(s) from time to time established with KGISS and to give KGISS Orders; and

其拥有接受和同意本协议，不时开立和保有在 KGISS 建立的所有账户以及向 KGISS 发出指令所需的所有授权书、同意书、许可证或批文（不论是根据适用法律要求或其他）；且

(iii) that where not prohibited by any Applicable Law, each joint account holder's properties (whether held jointly or in such joint account holder's sole name and/or control) shall be available as security in favour of KGISS for the Customer's liability hereunder;

如果不为任何适用法律所禁止，每位联名账户持有人的财产（不论是共同持有还是完全以该联名账户持有人的名义和/或受该联名账户持有人控制的），应是以 KGISS 为受益人的、对客户在本协议项下责任的担保；

(c) in the case of the Customer being a body corporate:

客户是法人团体的：

(i) that it is a corporation duly organized and validly existing under the laws of the country of its incorporation and is a legal entity capable of suing or being sued and that provisions of this Agreement are enforceable against the Customer in accordance with its terms;

它是一家根据其成立国家或地区的法律正式组建且有效存续的公司，是可以起诉或被起诉的法人实体，且本协议的规定根据其条款对客户是可执行的；

(ii) that it has all authorization, consents, licenses or approvals (whether under the Applicable Laws or otherwise) required to accept and agree to this Agreement, to open and Maintain all Account(s) from time to time established with KGISS, and to give KGISS Orders;

其拥有接受和同意本协议，不时开立和保有在 KGISS 建立的所有账户以及向 KGISS 发出指令所需的所有授权书、同意书、许可证或批文（不论是根据适用法律要求或其他）；

(iii) that the certified true copies of the customer's certificate of incorporation or registration, charter, statute, memorandum and articles or other instrument constituting or defining its constitution, and the board of resolutions of the Customer delivered to KGISS are true and accurate and still in force; and

客户的公司登记或注册证书、章程、法令、公司组织大纲及章程或其他构成或确定其章程的文书经证实的真实拷贝，以及提交给 KGISS 的客户董事会决议，都是正确的、准确的且仍然有效的；且

(iv) that to the best of the knowledge of the Customer, no steps have been taken to appoint a receiver and/or manager or liquidator over, or to wind up the Customer and that it will immediately notify KGISS of any possible intent on the part of the customer and/or of its creditors to wind up the Customer.

就客户所知，还没有采取任何指定接收人和/或管理人或清算人，或让客户清盘步骤，且如果客户和/或其债权人一方有意将客户清盘，客户会立即通知 KGISS。

**A23.2** Without prejudice to Clause 18.1, the Customer further represents, warrants and/or agrees that



在不影响第 18.1 条的条件下，客户进一步声明、保证和/或同意：

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

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

#### A24 CERTIFICATES ISSUED BY OFFICERS 职员出具的证书

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

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

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

#### A25 CUSTOMER TO KEEP INFORMED 让客户知情

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

#### A26 REPORTS, SUMMARIES, ANALYSIS BY KGISS KGISS 提供的报告、总结和分析

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

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

A26.2 The Customer acknowledges that while such opinions, reports, summaries, analysis or other information may be supplied to it by or on behalf of KGISS, the Customer remains solely liable for its own decision on the relevant matter. The Customer further agrees that KGISS or its representatives shall not be responsible for any Loss that may be incurred by the Customer in reliance of any such opinion, report, summary, analysis or other information so provided by KGISS or its representatives.

客户确认，该等看法、报告、总结、分析或其他信息可以由 KGISS 或代表 KGISS 提供，客户完全自行负责对相关事项进行决策。客户进一步同意，对于因客户依赖任何该等看法、报告、总结、分析或 KGISS 或其代表如此提供的其他信息而蒙受的任何损失，KGISS 或其代表概不负责。

**A26.3** For the avoidance of doubt, unless otherwise agreed by KGISS in writing, KGISS does not and is not willing to assume any advisory, fiduciary or similar duties to the Customer as KGISS assumes, and relies on the assumption that the Customer has taken independent legal, tax financial and other advice in relation to any Account or Transaction between KGISS and the Customer.

为避免疑义，除 KGISS 另行书面同意，KGISS 不会且不愿向客户承担任何咨询、信托或其他类似的职责。KGISS 假定且信赖该假定，客户已就 KGISS 和客户之间任何账户或交易采纳了独立的法律、税务、财务和其他方面的建议。

## **A 27 DISCLOSURE OF INFORMATION 信息披露**

**A27.1** The Customer expressly authorises and permits KGISS and each of its Officers and agents to divulge, reveal or disclose any and all of the particulars of the Customer's Account, including but not limited to the Customer's information and information on or relating to any Transaction or dealings between the Customer and KGISS, for any purpose whatsoever, to:

客户明确授权且允许 KGISS 及其任何职员和代理人出于任何目的，向下列对象透露、揭露或披露客户账户的任何及所有详细信息，包括但不限于客户的信息以及关于或涉及客户与 KGISS 之间任何交易或买卖的信息：

(a) Any entity in the KGI Group;  
KGI 集团中的任何实体；

(b) All governmental agencies and authorities in Singapore and elsewhere where the disclosure is required by the Applicable Laws;  
新加坡的所有政府机构和部门，以及适用法律要求予以信息披露的其他地方的所有政府机构和部门；

(c) Any agents or contractors which have agreed to perform works for or provide services to KGISS; and  
已经同意为 KGISS 开展工作或提供服务的任何代理人或承包商；以及

(d) Any other person or entity at any time which KGISS, any of its Officers or agents in good faith considers to be appropriate in the interest of KGISS.  
任何时候 KGISS、其任何职员或代理人善意地认为就 KGISS 目标而言或有利于 KGISS 的任何其他适宜人士或实体。

**A27.2** The consent and authority herein shall constitute consent and authority for the purpose of the provisions of any Applicable Laws.  
此处所含的同意和权力，应构成出于任何适用法律条款之目的的同意和权力。

**A27.3** The Customer hereby authorises KGISS to make such enquiries and carry out such credit checks and assessments on itself and to obtain from any third party and all information regarding the Customer or the relationship or account(s) of the Customer with such third party as KGISS may in its sole and absolute discretion deem fit. The Customer also undertakes to execute and deliver such documents as KGISS may require for the purposes of such enquiries, credit checks and assessment and the obtaining of such information, including but not limited to a letter of authorisation in such form as KGISS may require.

客户在此授权 KGISS 进行在 KGISS 全权自行认为适合的调查，对其开展在 KGISS 自行判断看来认为适合的信用检查和评估，以及授权 KGISS 从任何第三方获得有关客户的信息，或关于客户与该第三方的关系或账户的信息，并且承诺会签署和交付 KGISS 为进行上述调查、信用检查和评估以及获得上述信息而所需的文件，包括但不限于使用 KGISS 所要求格式提供的授权书。

## **A 28 ASSIGNABILITY 可转让性**

**A28.1** These terms and conditions shall be binding on KGISS and the Customer and their respective successors in title and assigns. These terms shall also continue to be binding on the Customer notwithstanding any change in the name or constitution of KGISS or the Customer, or the consolidation or amalgamation of KGISS or the Customer into or with any other entity (in which case the terms shall be binding on the successor entity).

本条款应对 KGISS 和客户及其各自的权利继承人和受让人有约束力。不管 KGISS 或客户的名称或构成发生任何变化，或者 KGISS 或客户合并到任何其他实体或与任何其他实体合并（任何情况下，条款应对继承人实体有约束力），这些条款还应继续对客户有约束力。

**A28.2** The Customer may not assign its rights hereunder or under any Accounts without the express written consent of KGISS.  
如未获得 KGISS 的明确书面同意，客户不得转让其在本协议或任何账户下的权利。

**A28.3** KGISS may assign any or all of its rights hereunder or under any Account to any person KGISS deems fit, or change the office through which any Transaction is booked, or through which it makes or receives payments or deliveries for the purpose of any Transaction.

KGISS 可以将其在本协议或任何账户下的任何或所有权利转让给 KGISS 认为合适的任何人士，或变更登记交易的办事处，或变更 KGISS 出于任何交易目的作出或接收款项或交付的办事处。

## **A 29 AMENDMENTS 修改**

**A29.1** KGISS may vary or amend these terms and conditions at any time. Any changes to these terms and conditions will be effective [seven (7) days] after KGISS post the amendments to its website or KGISS's notification to the Customer in any other way, including by e-mail. The Customer specifically agrees that it is the Customer's duty to review these terms as they appear on KGISS' web-site regularly and at no less than on a weekly basis to ensure that the Customer is aware and updated on relevant terms and conditions for the Customer's account with and transactions with/through KGISS.

KGISS 可随时变更或修改该等条款和条件。条款和条件的变更将在 KGISS 在其网站上公布后或以任何其它方式（包括电子邮件）通知客户后【七（7）日】生效。客户特别同意客户有义务至少每周一次定期浏览 KGISS 网站上公布的条款，确保客户了解有关客户账户以及与/通过 KGISS 进行交易的最新条款和条件。

## **A 30 SEVERABILITY 可分割性**

If any of these terms and conditions is or becomes illegal, invalid or unenforceable, the same shall not affect the legality, validity or enforceability of any other terms or conditions contained herein.

如果任何条款变得不合法、无效或不可执行，则任何其他条款的合法性、有效性或可执行性均不受影响。

## **A 31 NO WAIVER 不放弃**

No failure to exercise or enforce and no delay in exercising or enforcing on the part of KGISS of its rights, power or privilege under any of these terms and conditions shall operate as a waiver thereof nor shall it in any way prejudice or affect the right of KGISS afterwards to act strictly in accordance with the powers conferred on KGISS under these terms and conditions, nor shall any single or partial exercise of any right, power or privilege of KGISS preclude any other or further exercise thereof or the exercise of any other right, power or privilege of KGISS.

KGISS 方面未能行使或执行、或延迟行使或执行其在本条款项下的权利，不得视为其放弃该权利，亦不得在任何方面损害或影响 KGISS 之后按照根据本条款授予 KGISS 的权力严格行事的权利。

## A 32 TRANSLATIONS 译本

These terms and conditions may, at KGISS' discretion upon the Customer's request and at the Customer's expense be translated into a language other than English. The Customer agrees that the English text shall prevail in the event of any ambiguity, discrepancy or omission as between the English text and any translated text.

如果客户要求，本条款可由 KGISS 全权自行决定翻译成英语以外的语言，费用由客户承担。客户同意，如任何果出现任何意义不明确、不一致或遗漏之处，以英语版本为准。

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

A33.1 These terms and conditions, any Account, and the relationship between the Customer and KGISS, shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Customer and KGISS hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore. However, KGISS reserves the right to commence proceedings in any competent court and jurisdiction that it may find suitable, including but not limited to jurisdictions in which the Customer is a citizen or resident and jurisdictions in which the Customer possesses assets.

本条款、任何账户以及客户与 KGISS 之间的关系，应受新加坡共和国法律的管辖并据其解释。客户和 KGISS 在此服从新加坡共和国法院的非排他性司法管辖权。但 KGISS 有权在其认为适合的任何具管辖权的法院及司法管辖区进行法律诉讼，包括但不限于客户是其公民或居民的管辖区以及客户拥有资产的管辖区。

A33.2 Service of process may be effected in any manner permitted for communications hereunder.

法律文件可以以本协议所允许的任何通信方式送达。

## A 34 MISCELLANEOUS 其它约定事项

A34.1 The rights and remedies of the parties under this Agreement are cumulative and are without prejudice and in addition to any rights and remedies which the parties may have at law or in equity, and no exercise by a party of any one right or remedy under this Agreement, at law or in equity, shall (save to the extent, if any, provided expressly in this Agreement, or at law or in equity) operate to hinder or prevent the exercise of any other right or remedy by that party.

各方在本协议下的权利和补救措施是累积性的，不影响双方根据普通法或衡平法享有的任何其他权利和补救措施，且是对双方根据普通法或衡平法享有的任何其他权利和补救措施的补充；一方行使根据本协议、普通法或衡平法享有的本协议下的任何权利或补救措施，不得（除本协议、普通法或衡平法中明确规定的范围以外，如有的话）妨碍或阻止该方对任何其他权利或补救措施的行使。

A34.2 Time shall be of essence in this Agreement in relation to any of the Customer's obligation hereunder.

在本协议中，时间因素对于客户在本协议下的任何义务至关重要。

A34.3 The Customer agrees to waive prior notice by KGISS and expressly consent to it assuming, from time to time the opposite side of the Customer's order(s) for its own account, an account of any person associated with or connected to it or an account in which it has direct or indirect interest, pursuant to Regulation 47C of the Securities and Futures (Licensing and Conduct of Business) Regulations of Singapore, and with Rule 3.4.14 of the Futures Trading Rules of the SGX-DT.

客户同意免除 KGISS 的基于证券与期货法(执照与行为准则)规定第 47C 及 SGX-DT 期货交易规则第 3.4.14 条应为之事前通知并明确同意 KGISS 不时采取为自己或其他相关人员帐户与客户指令相反方向的交易。

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

### B 部分 – 适用于期货、外汇和场外交易的条款

#### B1 LIQUIDATION INSTRUCTIONS 清算指示

B1.1 The Customer shall for any open position of any Transaction which involves physical settlement or cash settlement

对于涉及实物交割或现金结算的任何交易的任何未平仓，客户应：

(a) give KGISS instruction to liquidate such open position; or  
向 KGISS 给出清算该未平仓的指示；或

(b) provide KGISS with sufficient funds in respect of the Account to which such open position relates, and with the necessary delivery documents to take or make delivery of the underlying subject matter of the futures, foreign exchange or OTC Transaction in accordance with KGISS' general operating procedures, (in the case of futures Transactions) not later than 5 Business Days prior to the first notice day for long positions, and not later than 5 Business Days prior to the last trading day for short positions and (in the case of foreign exchange and OTC Transactions) not later than 3:30 pm Singapore time 5 Business Days before the Value Date, as the case may be.

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

B1.2 If the Customer fails to comply with clause B1.1, KGISS may:

如果客户未能遵守第 B1.1 条的规定，则 KGISS 可：

(a) liquidate such open position (whether by entering into an off-setting Transaction or otherwise);  
清算该未平仓（不管是通过达成平仓交易或其他方式）；

(b) make or receive delivery of the underlying subject matter of the futures foreign exchange or OTC Transaction on the Customer's behalf upon such terms and by such methods which KGISS deems fit;  
根据 KGISS 认为合适的条款且通过 KGISS 认为合适的方式，交付或接受期货、外汇或场外交易之基本标的物的交付；

(c) at KGISS' option, effect registration of the OTC transactions through any party other than the Authorised IDB that is registered with the relevant clearing houses and exchanges, at the prevailing price or quote from the chosen IDB;

除获授权交易商经纪外，凯基资本可选择通过在相关结算所和/或交易所注册的其他实体，按照时价或该实体的报价完成场外交易的登记；

(d) take any of the actions described in Clause A9.2; or  
采取第 A9.2 条中所述的任何行动；或者

(e) in respect of foreign exchange Transactions, roll over such foreign exchange Transaction by extending its Value Date to a new Value Date for any number of times and on such terms as KGISS may in its sole and absolute discretion determine.

对于外汇交易，通过无限次延长其交割日至某个新交割日的方式，按照 KGISS 全权自行决定的条件，将该外汇交易进行展期。

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

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

## **B2 KGISS' RIGHTS AND REMEDIES KGISS 的权利与补救措施**

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

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

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

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

## **B3 ACKNOWLEDGEMENT OF RISK 风险确认**

**B3.1** The Customer acknowledges that it is aware of and understands the following:

客户确认其知晓并了解以下内容:

(a) that the prices of any Commodities, options and other property in which KGISS may trade for the Customer under the Account that are quoted on the exchanges may be volatile, unpredictable and sensitive to events both happening within the jurisdiction of the exchange and extraneously or internationally;  
任何商品、期权和 KGISS 在账户下为客户进行交易的其他财产在交易所的报价是不定的、无法预测的, 并且对在交易所管辖范围内发生的事件和外部或国际上发生的事件是敏感的;

(b) that the risk of Loss from undertaking such Transactions is high and the degree of such Loss may be substantial and far in excess of the value of the Margin and as such the Transactions are only suitable for those who are sophisticated investors capable of assuming such Loss by virtue of their financial conditions. For the purposes of the preceding expression "sophisticated investor" shall have the meaning ascribed to it in the SFA;  
因承担该等交易的损失风险很高, 且该等损失可能非常巨大, 且远超过保证金的价值, 因此, 交易只适合那些拥有足够财务实力、有能力承担该等损失的高水平投资者。前述的“高水平投资者”一词应具有在《证券与期货法》中为其规定的含义;

(c) that it may, in certain circumstances, be difficult or even impossible to off-set a position in relation to an option on any exchange and in such event, the Customer shall be required to exercise the option;  
其在某些情况下, 很难或甚至无法在任何交易所将与某一期权有关的某个仓位进行平仓, 且在该情况下, 客户需要行使该期权;

(d) that KGISS may refuse to execute any Order which is impossible to execute including but not limited to the execution of a "stop", "contingent" or other similar Order on electronic systems which are generally only able to accept "limit" Orders; and  
KGISS 可以拒绝执行任何无法执行的指令, 包括但不限于在一般只能接受“限额”指令的电子系统上执行“停止”、“或有”指令或其他类似指令;

(e) that notwithstanding any agreement to the contrary, KGISS shall not be obliged to and does not warrant to contact the Customer when the price in respect of any of its Transactions reaches a certain level. The Customer shall be primarily responsible for the monitoring of the market movements of its Transactions, 尽管可能存在任何相反的协议, KGISS 没有义务也不保证在任何交易的价格达到一定水平时联系客户。客户应主要负责监控其交易的市场变动情况,

and hereby represents to KGISS that it is a sophisticated investor as defined in Clause B3.1(b).  
并在此向 KGISS 声明, 其是第 B3.1(b)条中定义的高水平投资者。

## **B4 FOREIGN EXCHANGE TRANSACTIONS 外汇交易**

**B4.1** The Customer acknowledges that foreign exchange Transactions may be subject to measures which affect their convertibility and/or liquidity and hereby agrees that KGISS is not obliged to provide quotes for any foreign exchange Transaction but if KGISS chooses to do so, it shall not be obliged to ensure that such quote is in line with market as then prevailing.

客户确认, 外汇交易可能受那些影响其兑换性和/或流动性的措施的制约; 客户在此同意, KGISS 没有义务就任何外汇交易提供报价, 但如果 KGISS 选择如此行事, 则其应没有义务确保该报价是符合当时市况的报价。

**B4.2** Settlement of a non-deliverable foreign exchange Transaction shall be as stated in the Confirmation for such Transaction and shall be effected notwithstanding that no delivery is contemplated.

无本金交割的外汇交易的结算应按该交易确认书所述内容执行, 且应予以实现, 尽管预计不会出现交割。

## **B5 OTC TRANSACTIONS 场外交易**

**B5.1** In providing a liquid market and prices for OTC Transactions, the Customer hereby acknowledges and agrees that KGISS (or any person authorised by KGISS to accept OTC Orders) may quote OTC prices from other regulated financial institutions to Customers or act as market-makers to Customers in providing bids and offers to be traded under KGISS' market-making accounts.

在为场外交易提供流动市场和价格时, 客户在此确认并同意, KGISS (或经 KGISS 授权以接受场外指令的任何人) 可以向客户给出其他受监管金融机构的 场外报价, 或在提供在 KGISS 做市账户下的买入和卖出交易报价, 并于报盘时担当客户的做市商。

**B5.2** Unless otherwise specified, KGISS shall act as principal in respect of the OTC Transactions.

除另有规定外, KGISS 应当场交易方面的委托人。



**B5.3** KGISS reserve the right to, without the Customer's consent, either void from the outset or amend the terms of any OTC Transaction containing or based on any error that it reasonably believes to be obvious or palpable (a "Manifest Error", and such transaction a "Manifestly Erroneous Transaction"), which may include, but is not limited to, an incorrect price (e.g. price freeze), date, time, Market or currency pair or any error or lack of clarity of any information, source, commentator, official result or pronouncement. KGISS shall not be held liable for any customer loss arising from voiding or amending the trade.  
 KGISS 保留得不经客户同意，自始取消 KGISS 合理相信发生明显的错误("明显错误")的场外交易("明显错误交易")或修改该场外交易的条件的权利。明显错误可能包含不正确的价格(如价格冻结)、日期、时间、市场、或币别配对，或任何错误或资讯、来源、评价、官方结果或声明的不明。KGISS 不就取消或修改因此所致的客户损失负责。

**B5.3.1** If an OTC Transaction is based on a Manifest Error (regardless of whether the Customer or KGISS gains from such error), KGISS may act reasonably and in good faith to:

如果场外交易是基于明显错误(无论客户或 KGISS 因此受有利益)，KGISS 得合理并善意采取以下措施：

- (a) void the OTC Transaction as if it had never taken place;  
取消场外交易，如同其从未发生；
- (b) close the OTC Transaction or any open position resulting from it at such price prevailing at the time KGISS closes the OTC Transaction or any open position;  
or  
以当时市价结清场外交易或清算任何未平仓部位；或
- (c) amend the OTC Transaction so that its terms are the same as the Transaction which would have been placed if there had been no Manifest Error.  
修改场外交易使其条件与未发生明显错误的情况相同。

**B5.3.2** If a Manifest Error has occurred and KGISS chooses to exercise any of its rights under Section B5.3.1, and if the Customer has received any monies from KGISS in connection with the Manifest Error, the Customer agrees that those monies are due and payable to KGISS and the Customer agree to return an equal sum to KGISS without delay.

如果发生明显错误而 KGISS 选择行使上述 B5.3.1 任何权利，且如果客户自 KGISS 收到任何与明显错误有关的款项，客户同意该笔款项应归 KGISS 并同意及时归还 KGISS。

**B5.4** In the event of a Default under Clause A9.1 (e) of this Agreement, all outstanding transactions (including any transaction which has not been performed and in respect of which the value date as determined by KGISS is on or precedes the date on which KGISS terminates such transaction) entered between the Customer and KGISS shall be deemed immediately liquidated at prevailing prices (or, if not available, at such prices KGISS deems fit) and the amounts resulting converted into Singapore dollars or such other Currency as KGISS may from time to time use as the principal Currency of its business (together with all Margin and/or security duly converted into Singapore dollars or such other Currency as KGISS may from time to time use as the principal Currency of its business) at KGISS' prevailing rates and set-off against each other and the Margin prior to KGISS resorting to its rights under Clause A9.2 of this Agreement and/or payment or repayment to the Customer (if applicable).

在出现本协议第 A9.1(e) 条的违约情况时，客户与 KGISS 之间达成的所有未完成交易（包括任何尚未执行且 KGISS 确定的交割日正好为或先于 KGISS 终止该类交易日期的任何交易）都应按现行价格（或如果未有现行价格，则按 KGISS 认为合适的价格）立即清算，所产生的金额按 KGISS 的现行汇率兑换成新加坡元或 KGISS 经常用作其业务主要货币的其他币种（全部保证金也应兑换成新加坡元或 KGISS 不时用作其业务主要货币的其他币种），进行相互抵销，KGISS 追索其在本协议第 A9.2 条下权利之前的保证金和/或对客户的付款或还款（如果适用）。

**B5.5** If there occurs in relation to any Transaction (otherwise than on an exchange) or otherwise in relation to an Account or Accounts an Extraordinary Event (as defined below), KGISS shall have the sole discretion to determine any adjustments or action necessary in relation to such Transaction or any or all Transactions or otherwise to an Account or Accounts in view of the Extraordinary Event. Such adjustments or actions may include but is not limited to altering or varying the quantities of Currencies or financial instruments or the exchange rates or specifications of Currencies or instruments bought or sold in respect of such Transaction or some or all Transactions, or terminating the Transaction in question or some or all Transactions, or an Account or Accounts or otherwise. Provided KGISS undertakes such action in good faith, any such adjustment or action shall be binding on the Customer who shall be liable for any additional Loss incurred by KGISS on the account of the Customer or which the Customer is consequently liable for as a result of such adjustment or action.

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

**B5.6** An "Extraordinary Event" shall mean any event which KGISS in good faith believes to have a material adverse effect on any Transaction and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit, or transfers of Currencies, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying Currencies or financial instruments of any Transaction and/or any restriction or requirement which in KGISS's good faith opinion adversely alters or changes the rights or obligations which KGISS in good faith undertook upon the establishment of such Transaction.

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

## **B6 TERMS AND CONDITIONS FOR PROVISION OF CLEARING SERVICES FOR OTC CONTRACTS 场外合约结算服务条款及条件**

**B6.1 Application:** The sub-clauses in this Clause B6 apply to clearing services provided for OTC (or over-the-counter) transactions intended as eligible OTC transactions for clearing through the relevant clearing houses or the clearing facilities established and maintained by the relevant exchanges through KGISS as a clearing member and/or through a third party clearing member, as applicable (the "Clearing Transactions").

适用范围：本节 B6 条款适用于相关结算所或隶属于相关交易所的结算机构，通过作为结算成员的 KGISS 和/或其他第三方结算成员，为符合条件的场外交易提供的结算服务。

**B6.2 Specific Terms For Clearing Services for OTC Transactions:** The provision of clearing services by KGISS is conditioned on the Customer having confirmed and continuing to maintain such confirmation for the duration of KGISS' provision of such services that:

场外交易结算服务的具体条款：KGISS 提供结算服务的前提是客户已确认并在凯基资本提供该等服务期间持续确认下列事项：

**B6.2.1** the Customer has read and understood the relevant rules and regulations of the relevant exchanges and clearing houses (the "Rules") and in particular the rules and regulations relating to the clearing of OTC transactions;

客户已阅读并理解相关交易所和结算所的规章及规定（下称"结算规定"），尤其是与场外交易结算有关的规章及规定；

**B6.2.2** the Customer agrees to the clearing services provided by KGISS for the Customer's Clearing Transactions being subject to the Rules;

客户同意 KGISS 提供的结算服务受结算规定的约束；

- B6.2.3** the Customer will keep updated on the Rules;  
客户将定期了解最新结算规定；
- B6.2.4** the Customer will ensure that neither the Customer nor (in a case where the Customer will be using an IDB) the IDB that the Customer has chosen to register the Customer's Clearing Transactions through the applicable trade registration system provided by the relevant exchange or clearing house (the "Trade Registration System") will do any act or fail to do any act which will cause KGISS to be in breach of the Rules or KGISS' obligations as a clearing member or with respect to the access and use of the Trade Registration System provided. The Customer hereby undertakes to keep KGISS indemnified against any and all claims, loss, prejudice and/or damages that KGISS may suffer or incur referable to any breach on the Customer's part of the Customer's preceding obligations. The Customer will also co-operate fully in admitting to and explaining such breach forthwith upon KGISS' request for the same for the purposes of answering any queries or charges or claims against KGISS by the relevant exchanges, clearing houses, the Monetary Authority of Singapore (the "MAS") or any other regulatory or enforcement agency having jurisdiction over KGISS referable to such breach;  
客户确保自己和（如果客户使用交易商经纪）经客户选定、负责通过相关交易所或结算所提供的交易登记系统（“交易登记系统”）进行结算交易登记的交易商经纪不会因自身作为或不作为，导致 KGISS 违反结算规定，或违反 KGISS 作为结算成员以及访问并使用交易登记系统过程中需要遵守的义务。客户特此保证，如因客户违反前述义务而给 KGISS 造成了索赔、损失、侵害和/或损害，客户须予以赔偿。KGISS 为回应相关交易所、结算所、新加坡金融管理局或其他对凯基资本有管辖权的监管及执法机构针对违规行为提出的质询、指控或索赔，要求客户对违规行为进行承认和解释时，客户须立刻予以充分配合。
- B6.2.5** where the Customer uses an IDB, the Customer agrees and accepts that as between KGISS and the relevant exchanges and/or the clearing houses the Customer shall be responsible for all the actions and omissions of the IDB, as between the Customer and KGISS the IDB is in fact and law solely to be regarded as the Customer's appointed agent for registration of the Customer's Clearing Transactions and in respect of the IDB's actions and omissions (including any and all errors) including without limitation with respect to the registration of the Clearing Transactions the Customer is solely and fully responsible and liable for and the Customer shall indemnify and keep KGISS harmless against all liabilities. Without prejudice to the foregoing, KGISS is entitled to assume that all inputs and any information by the IDB purportedly relating to the Customer's Clearing Transactions are, as between the Customer and KGISS, correct in all respect and authorised by the Customer;  
如果客户使用交易商经纪，客户同意并接受，在 KGISS 与相关交易所和/或结算所之间，客户须对交易商经纪的一切行为及疏忽负责。在客户与 KGISS 之间，交易商经纪在事实上和法律上被视为客户的代理人，代理客户的结算交易登记事宜。针对交易商经纪在结算交易登记方面的行为及疏忽（包括过失），客户应负全责，并对 KGISS 进行赔偿，保护其不受损害。在不影响前款规定的前提下，KGISS 有权推定，在客户与 KGISS 之间，交易商经纪输入的据称与客户结算交易有关的一切记录和信息均正确属实，且已获客户授权；
- B6.2.6** the Customer agrees and accepts that if for any reason (including the fact that the relevant Clearing Transaction is registered or attempted to be registered by the IDB (including when KGISS is acting as IDB, or if the Customer does not use an IDB for the registration of the Clearing Transactions through the Trade Registration System) does not fulfill the criteria for registration under the Rules) the Clearing Transactions is not or deemed not to have been submitted to or registered by the clearing house or the clearing facilities established and maintained by the relevant exchange, then such Clearing Transactions shall (whether pursuant to the operation of the Rules or general law) remain in effect as a bi-lateral transaction between the Customer and the Customer's counter-party to the transaction or be cancelled or terminated as the case may be, in accordance with the terms of the bi-lateral agreement for such transaction agreed or deemed to be agreed between the Customer and the Customer's counterparty. With respect to the preceding the Customer hereby agrees and confirms that KGISS is not privy to and has no responsibility or obligation referable to or in connection with such bi-lateral contract or the Clearing Transactions;  
客户同意并接受，如出于任何原因（包括交易商经纪试图登记的结算交易（包括 KGISS 作为交易商经纪以及客户并未使用交易商经纪通过交易登记系统进行结算交易登记的情况）未满足结算规定中的登记条件），结算交易被结算所或隶属于相关交易所的结算机构视为未成功提交/登记，则该等结算交易实际上仍然属于客户和交易对手之间的双边交易（不论是根据结算规定还是普通法），或按照客户与交易对手之间的双边协议予以撤销或终止。针对前述规定，客户特此同意并确认，KGISS 不是该等双方合同或结算交易的当事人，在其中不承担任何责任或义务。
- B6.2.7** without prejudice to any other right or remedy of KGISS (at law or otherwise), where KGISS is a buyer or seller in respect of any Clearing Transactions or transactions or acting as IDB, KGISS has the right to cancel or terminate non-exchange registered trades at its sole and absolute discretion. The Customer will accordingly undertake and does undertake to keep KGISS indemnified against any and all claims, loss, prejudice and/or damages that KGISS may suffer or incur arising from canceling or terminating the non-exchange registered trades;  
如果 KGISS 是结算交易或其他交易的买方或卖方，或作为交易商经纪行事，其有权酌情取消或终止未在交易所登记的交易。此条款不损害 KGISS 根据法律及约定所享有的其他权利或救济。如因取消或终止未在交易所登记的交易，给 KGISS 造成索赔、损失、侵害和/或损害，客户须予以赔偿并保护其不受损害。
- B6.2.8** for the purpose of enabling and having KGISS submit the name of the IDB and authorizing the IDB to register the Clearing Transactions through the Trade Registration System in accordance with the Rules, the Customer shall, if the Customer wishes to use an IDB:  
如果客户有意使用交易商经纪，为使 KGISS 能够上报交易商经纪的名称，并授权交易商经纪按照结算规定，通过交易登记系统进行结算交易登记，客户应：  
  - (a) provide KGISS with the name and all other relevant particulars of the IDB together with the Customer's consent for KGISS to submit the IDB's name and particulars in connection with and/or for the purposes of authorizing the IDB to register the Customer's Clearing Transactions through the Trade Registration System;  
向 KGISS 提供交易商经纪的名称及其他信息，以及客户的同意书，同意 KGISS 上报交易商经纪名称和其他信息，以授权交易商经纪通过交易登记系统进行结算交易登记；
  - (b) ensure that the IDB at all times would also be the relevant IDB for the registration of the Clearing Transactions for the Customer's counterparty in the Clearing Transactions unless KGISS is the Customer's counterparty; and  
确保客户的交易商经纪同时也是负责为客户交易对手进行结算交易登记的交易商经纪，除非 KGISS 是客户的交易对手；并且
  - (c) be deemed to have authorized the IDB as the Customer's appointed agent for the registration of the Customer's Clearing Transactions and for whose actions and/or inactions (including any and all errors) the Customer is, as between the Customer and KGISS, solely responsible.  
视为客户已授权交易商经纪作为结算交易登记的代理人。在客户和 KGISS 之间，客户须为交易商经纪的一切行为和/或不作为（包括过失）负全责。
- B6.2.9** The Customer agrees and accepts the source of market pricing or Market Center chosen by KGISS for, but not limited to, intra-day portfolio valuation performed by KGISS, using the market pricing from the chosen price source;  
客户同意并接受 KGISS 选定的市场价格来源（或“市场中心”），包括但不限于 KGISS 用于估算投资组合即时净值的价格来源。
- B6.2.10** The Customer agrees and will ensure that at all times the Customer complies with all margin and other limits to the scope or value of the Customer's Clearing Transactions permitted to be cleared through KGISS as a clearing member that KGISS may notify the Customer from time to time. The Customer also agrees that such margin prescriptions and other limits may be different from and greater than those that may be prescribed by the relevant exchange or clearing house; and  
通过 KGISS 作为结算成员开展结算交易需要遵守保证金、交易范围和交易金额方面的限制，KGISS 将不时向客户告知相关要求，客户同意并将保证始终予以遵守。客户还同意，上述保证金要求及其他限制可能不同于相关交易所或结算所的规定并且可能更为严格；

**B6.2.11** If the Customer is using KGISS and not an IDB for the registration of any Clearing Transactions, the Customer agrees and will ensure that the Customer provides KGISS with full particulars of such Clearing Transactions, including but not limited to, the particulars of the Clearing Transactions and the Clearing Members together with all relevant reference codes/numbers providing clearing services to the Customer's counter-party for such Clearing Transactions to permit KGISS either to input the Clearing Transaction for confirmation by the Clearing Member providing clearing services or to properly decide on confirming the Clearing Transactions if requested to or promoted by such Clearing Member as the case may be. If for any reason any Clearing Transactions or transactions are not registered, the Customer shall not hold KGISS responsible or liable in anyway and subject to sub-clause B6.2.6 above, the Customer accepts that such non-registered Clearing Transactions or transactions may be cancelled or terminated.

如果客户选择通过 KGISS 而非交易商经纪进行结算交易的登记，客户同意并将确保向 KGISS 提供结算交易的详细情况，包括但不限于交易的细节、为交易对手提供结算服务的结算成员以及相关参考代码/编号，以便 KGISS 输入结算交易供对方结算成员确认，或在对方结算成员请求确认时作出适当的决定。如果结算交易或其他交易因故未成功登记，客户不得要求 KGISS 承担责任，在不抵触上文第 B6.2.6 条的前提下，客户接受未登记的结算交易或其他交易可予以撤销或终止。

## **B7 STORAGE OF COMMODITIES 商品的存储**

**B7.1** KGISS may (but is not obliged to), upon the specific Order of the Customer and for a fee as may be determined by KGISS from time to time in its sole and absolute discretion, place any Commodity with a depository selected by KGISS and commingle such Commodity with that belonging to KGISS, its customers or other persons.

KGISS 可以（但无义务），在接到客户的具体指令且在收取 KGISS 不时全权自行决定的费用的条件下，将任何商品放置于 KGISS 选定的存放处，以及将该商品与属于 KGISS、其客户或其他人士的商品混放。

**B7.2** The Customer shall be responsible for all taxes, postage, shipping, insurance expenses and storage fees relating to KGISS' provision of this service. The Customer acknowledges that any insurance coverage taken out by KGISS in relation to the Commodities stored by KGISS in accordance with this Clause may not cover all risks that such Commodities may be subject.

所有与 KGISS 提供该服务有关的税款、邮资、运费、保险开支和仓储费应由客户承担。客户确认，KGISS 按照本条款规定进行的、与 KGISS 所存储之商品有关的任何保险，可能未涵盖该等商品可能遭受的全部风险。



## **ELECTRONIC BROKING FACILITIES AGREEMENT 电子经纪工具协议**

### **1. AUTHORISED USE 授权使用**

- 1.1 The Customer has the sole responsibility and shall be liable for the security and safekeeping of the Customer's user ID, password and/or PIN issued by KGISS Pte. Ltd. ("KGISS"), and/or KGISS' Electronic Broking Provider to the Customer. Accordingly, the Customer shall be fully responsible and liable for any Orders placed with KGISS and/or KGISS' Electronic Broking Provider, through the use of the Electronic Broking Facilities.  
 客户对由 KGI Securities (Singapore) Pte. Ltd. (下称"KGISS")和/或 KGISS 的电子经纪供应商提供 给客户的客户用户名、密码和/或 PIN 的安全和保管承担全部责任和义务。因此，客户应对通过使用电子经纪工具对 KGISS 的电子经纪供应商所下达的指令承担全部责任和义务。
- 1.2 The Customer agrees that KGISS' Electronic Broking Provider shall be entitled to rely on the correct entry of a PIN in order to ascertain whether any Order given to KGISS' Electronic Broking Provider is that of the Customer's and to act on that assumption. The Customer shall be liable for all such Orders placed with KGISS' Electronic Broking Provider.  
 客户同意 KGISS 的电子经纪供应商有权依据 PIN 的正确输入来确定给 KGISS 电子经纪供 应商所下达的任何指令是否由客户本人下达并根据这一假设行事。客户应对向 KGISS 电子经纪供应商所下达的所有此类指令负责。
- 1.3 In placing Orders using the Electronic Broking Facilities, the Customer hereby agrees that any such Orders are only considered as having been received by KGISS' Electronic Broking Provider upon them sending notification to the Customer through the Electronic Broking Facilities of its receipt and informing the Customer that the Order has been either accepted or rejected for execution. Any such notification shall be deemed to have been received by the Customer when the same is issued by KGISS' Electronic Broking Provider and the Customer shall be bound thereby notwithstanding that such notification may not have actually been received by the Customer for any reason whatsoever. The Customer shall bear the sole responsibility of keeping records of the same.  
 在使用电子经纪工具下达指令时，客户在此同意任何此类指令只有在 KGISS 的电子经纪供应商通过电子经纪工具向客户发送其已收到指令的通知并告知客户该指令被接受或拒绝执行之后方可认为 KGISS 的电子经纪供应商收到了指令。由 KGISS 的电子经纪供应商所发送的任何此类通知应被视为已由客户接收，并对客户具有约束力，无论客户是否因为任何原因可能并未真正收到通知。客户应对保存相同记录承担完全责任。

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

- 2.1 The Customer is not entitled to and shall not reproduce, transmit, disseminate, sell, distribute, broadcast, circulate and/or exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the use of the Electronic Broking Facilities, except with the express written consent of KGISS and KGISS' Electronic Broking Provider. The Customer shall also not use such information and/or records for any wrongful or illegal purpose.  
 客户没有权利且不得复制、传输、分发、出售、散布、广播、传递和/或利用（无论以商业利 益为目的或其他）从电子经纪工具或通过电子经纪工具获得的信息和/或报告，除非获得 KGISS 和 KGISS 电子经纪工具的明确书面同意。客户亦不得将此类信息和/或记录用于任何不当或非法目的。
- 2.2 In requesting KGISS to provide the Electronic Broking Facilities, the Customer accepts and acknowledges the fact that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports available and generated on the Electronic Broking Facilities as well as the Electronic Broking Facilities itself vest solely in and shall remain the exclusive property of KGISS' Electronic Broking Provider. The Customer therefore agrees not to do anything that will violate or infringe KGISS' Electronic Broking Provider's intellectual property rights and shall take all necessary measures to preserve and protect these rights.  
 在要求 KGISS 提供电子经纪工具时，客户接受并认可电子经纪工具产生和提供的信息和报告 以及电子经纪工具本身的知识产权完全属于 KGISS 的电子经纪供应商并始终为其专有财产。客户因此同意，不会以任何方式侵犯或违反 KGISS 的电子经纪供应商的知识产权，并采取所有必要措施保存和保护此类权利。

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

- 3.1 KGISS and KGISS' Electronic Broking Provider shall not be liable to the Customer for any Loss suffered or incurred by the Customer due to any inability of the Customer to access the Electronic Broking Facilities for any reason whatsoever, or for any errors, defect, malfunction or failure (whether total or partial) of the Electronic Broking Facilities (or any part thereof) or interruption or delay in response time of the Electronic Broking Facilities whether resulting or arising from any repair or servicing of the Electronic Broking Facilities; any damage, destruction, breakdown, mechanical or other defect, howsoever caused, to the Electronic Broking Facilities (or any part thereof); any corruption or damage to the Electronic Broking Facilities (or any part thereof); any failure by KGISS and KGISS' Electronic Broking Provider, its officers, employees, agents or servants to receive the Customer's instructions or Orders notwithstanding that such instruction or Order has been received by the Electronic Broking Facilities; or, any other cause whatsoever.  
 KGISS 和 KGISS 的电子经纪供应商对客户由于任何原因无法使用电子经纪工具，或由于电子经纪工具（或其任何部分）的错误、缺陷、失误或故障（无论全部或部分）、或由于电子经纪工具的任何维修或维护所导致或造成的反应时间中断或延误、或由于任何原因对电子经纪工具（或其任何部分）造成的任何损坏、破损、停机、机械性或其他故障、电子经纪工具（或其任何部分）的任何侵蚀或损坏、KGISS 和 KGISS 的电子经纪供应商、其管理人员、员工、代理或雇员未能接收到客户的指示或指令（无论此类指示或指令是否已由电子经纪工 具接收），或任何其他原因而遭受或产生的任何损失不承担任何责任。

### **4. DISCLAIMER 免责声明**

- 4.1 KGISS makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use of purpose in relation to the information furnished under the Electronic Broking Facilities or any other features or aspect of the Electronic Broking Facilities, including but not limited to any generally circulating investment advice and/or access to information and/or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.  
 对于电子经纪工具所提供的信息或电子经纪工具的任何其他特点或方面的质量或相对任何特定使用目的的适销性或适当性，包括但不限于投资建议和/或获取信息和/或执行任何购买或出售建议和/或对此类建议的取消或修改，KGISS 不作任何明确或暗示性的保证、担保或表示。
- 4.2 KGISS' Electronic Broking Provider may, through the Electronic Broking Facilities, provide quotes on prices at which KGISS' Electronic Broking Provider may be prepared to transact with the Customer. The Customer acknowledges that it is possible that errors may occur in any such prices so quoted by KGISS' Electronic Broking Provider. In such circumstances, without prejudice to any rights it may have under statute or common law, neither party will be bound by any Transaction purported to have been entered into (whether or not confirmed by KGISS' Electronic Broking Provider) at a price which was, or ought reasonably to have been known to either party to be materially incorrect at that time of the Transaction. The party asserting that such Transaction is avoided under this Clause shall give notice to the other party within 7 Business Days of the Transaction. If the Customer gives notice to KGISS and KGISS' Electronic Broking Provider under this Clause, KGISS' Electronic Broking Provider shall determine, acting reasonably, whether the price quoted was materially incorrect. Except in the case of fraud, KGISS and KGISS' Electronic Broking Provider does not accept any liability for any loss or damage suffered by the Customer as a result of the Customer's reliance on a price which the Customer knew, or ought reasonably to have known, to be materially correct.  
 KGISS 的电子经纪供应商可通过电子经纪工具提供报价，KGISS 电子经纪供应商将根据该报价与客户交易。客户承认 KGISS 的电子经纪供应商的报价可能会出现错误。在此类情况下，在不影响法令或普通法所规定的任何权利的前提下，按照在发生交易时有实质性错误或双方应能得知有重大错误的价格所进行的交易（无论是否由 KGISS 的电子经纪供应商确认）对双方均不具约束力。根据本条款确认此类交易无效的一方应在交易后的 7 个营业日内向另一方发出通知。如果客户根据本条款向 KGISS 和 KGISS 的电子经纪供应商发出 通知，KGISS 的电子经纪供应商应合理确定所报价格是否有重大错误。除欺诈情况外，KGISS 和 KGISS 的电子经纪供应商不对客户因依赖其所知或应能知道有重大错误的价格而蒙受的任何损失或损害承担任何责任。

- 4.3 KGISS shall not be responsible in any way whatsoever for the content, accuracy, timeliness or completeness of any information, data or other services provided through KGISS' Electronic Broking Provider. As such, any information, data or services provided through KGISS' Electronic Broking Provider should not be relied upon in relation to any investment decision, trading activities or Orders placed by the Customer who shall, at all times, rely on its own assessment and judgment in respect of any investment decision or proposed Transaction.  
 KGISS 不对通过电子经纪供应商提供的任何信息、数据或其他服务的内容、准确性、及时性或完整性承担任何责任。因此，由电子经纪供应商提供的任何信息、数据或服务不应作为任何投资决定、交易活动或下达指令的依据，客户应始终依靠其自身的评估和判断做出任何投资决定或拟定交易。
- 4.4 KGISS shall not be under any obligation to review the status of the Customer's Account for compliance with any applicable margin requirements. Notwithstanding this, KGISS may, in its sole and absolute discretion, review the status of a Customer's Account for the purposes of ensuring compliance with any applicable margin requirements provided that KGISS shall bear no liability whatsoever for any such review.  
 KGISS 没有任何义务审核客户的账户状态，看其是否符合任何适用的保证金要求。尽管如此，KGISS 可自行及独立酌情决定对客户的账户进行审核，以确保其遵守所有适用的保证金要求，但 KGISS 不对任何此类审核承担任何责任。
- 4.5 KGISS reserve the right to, without the Customer's consent, either void from the outset or amend the terms of any transaction carried out via the Electronic Broking Facilities which contains or is based on any error that it reasonably believes to be obvious or palpable (a "Manifest Error", and such transaction a "Manifestly Erroneous Transaction"), which may include, but not limited to, an incorrect price (e.g. price freeze), date, time, Market or currency pair or any error or lack of clarity of any information, source, commentator, official, official result or pronouncement. KGISS shall not be held liable for any customer loss arising from voiding or amending the trade.  
 KGISS 保留得不经客户同意，自始取消 KGISS 合理相信透过电子经纪工具进行而发生明显的错误("明显错误")的交易("明显错误交易")或修改该交易的条件的权利。明显错误可能包含不正确的价格(如价格冻结)、日期、时间、市场、或币别配对，或任何错误或资讯、来源、评价、官方结果或声明的不明。KGISS 不就取消或修改因此所致的客户损失负责。
- 4.5.1 In the event of occurrence of a Manifestly Erroneous Transaction (regardless of whether the Customer or KGISS gains from such error), KGISS may act reasonably and in good faith to:  
 如果交易是基于明显错误(无论客户或 KGISS 因此受有利益)，KGISS 得合理并善意采取以下措施：
- (a) void such transaction as if it had never taken place;  
 取消交易，如同其从未发生；
  - (b) close such transaction or any open position resulting from it at such price prevailing at the time KGISS closes such transaction or any open position; or  
 以当时市价结清交易或清算任何未平仓部位；或
  - (c) amend such transaction so that its terms are the same as the transaction which would have been placed if there had been no Manifest Error.  
 修改交易条件使其与未发生明显错误的情况相同。
- 4.5.2 If a Manifest Error has occurred and KGISS chooses to exercise any of its rights under Section 4.5.1, and if the Customer has received any monies from KGISS in connection with the Manifest Error, the Customer agrees that those monies are due and payable to KGISS and the Customer agree to return an equal sum to KGISS without delay.  
 如果发生明显错误而 KGISS 选择行使上述 4.5.1 任何权利，且如果客户自 KGISS 收到任何与明显错误有关的款项，客户同意该笔款项应归 KGISS 并同意及时归还 KGISS。
- 5. RIGHTS OF ACCESS 使用权**
- 5.1 KGISS shall bear no liability and shall not be responsible for any Loss of inconvenience that may be suffered by the Customer as a result of any action by a regulatory body in the exercise of its regulatory or supervisory functions over KGISS. The Customer shall permit KGISS and/or any regulatory body to have access to such terminals as KGISS and/or the regulatory body may request, and the Customer shall co-operate in answering any of their queries in relation to any aspect of the Electronic Broking Facilities.  
 对于因监管机构对 KGISS 实施管理或监督职能而导致客户蒙受的任何损失或不便，KGISS 不承担任何义务和责任。客户应准许 KGISS 和/或任何监管机构访问 KGISS 和/或监管机构可能要求的终端，且客户应配合回答其与电子经纪工具的任何方面相关的任何问题。
- 6. SECURITY 安全**
- 6.1 The Customer shall at all times ensure that the integrity and the security of the Electronic Broking Facilities are preserved and maintained. Accordingly the customer shall ensure, inter alia, that there is no unauthorized use of Customer user ID, password and/or PIN. The Customer shall forthwith on being aware of any unauthorized access or theft of the PIN(s) or security code(s) notify KGISS and KGISS' Electronic Broking Provider and provide such particulars as KGISS and KGISS' Electronic Broking Provider may require.  
 客户应始终确保电子经纪工具的完整性和安全性获得保全和维护。因此，除其他事物之外，客户应保证没有对客户用户名、密码和/或 PIN 的无授权使用。客户在得知 PIN 或安全代码的未经授权使用或失窃后应立即通知 KGISS 和 KGISS 的电子经纪供应商，并提供 KGISS 和 KGISS 的电子经纪供应商可能要求的细节。
- 6.2 The Customer shall bear the sole responsibility of complying with the obligations under this Clause. In the event that the Customer breaches its obligations under this Clause, the customer shall indemnify KGISS and KGISS's Electronic Broking Provider for any loss that KGISS and KGISS's Electronic Broking Provider may suffer as a consequence of such unauthorized access and use.  
 客户应对遵守本条款所规定的义务承担完全责任。如果客户违反其在本条款中所规定的义务，客户应就 KGISS 和 KGISS 的电子经纪供应商由于此类无授权使用和访问所遭受的任何损失向 KGISS 和 KGISS 的电子经纪供应商做出补偿。
- 7. RISK WARNING 风险警示**
- 7.1 The Customer hereby represents and declares that it understands and accepts the following associated with the trading using the Electronic Broking Facilities:  
 客户在此表示并声明其理解并接受如下与使用电子经纪工具交易相关的条款：
- (a) that the electronic trading and order routing systems differ from traditional open outcry pit trading, and that Transactions undertaken using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. In this connection, the customer hereby undertakes, prior to engaging in such Transactions to familiarize itself with, and from time to time to keep itself updated on, the rules and regulations of the relevant exchange(s) offering the system and/or listing the relevant futures contracts, and to understand, among other things, the system's order matching procedure, opening and closing procedures and prices, error trade policies and trading limitation or requirements, and  
 电子交易和买卖盘传递系统与传统的公开喊价交易不同，使用电子系统进行的交易受到提供该系统及/或合同挂牌的交易所的规章和条例的约束。因此，客户在此承诺，在参与此类交易之前，了解并随时更新提供系统和/或相关期货合同挂牌的相关交易所的规章和条例，并了解系统的指令匹配程序、开盘和报收程序和价格、错误交易政策和交易限制或要求，以及



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

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

## SECTION III: GENERAL AGREEMENTS- DIRECT MARKET ACCESS AGREEMENT 第三节: 一般协议- 直接市场准入协议

### DIRECT MARKET ACCESS AGREEMENT 直接市场准入协议

#### **DIRECT MARKET ACCESS SERVICES ("DMA SERVICES") 直接市场准入(DMA)服务**

This DMA Services Agreement shall apply where the Customer requests KGISS Pte. Ltd. ("KGISS") to provide the Customer with DMA Services as the Customer and KGISS may agree from time to time.

当客户要求 KGISS 向其提供双方不时议定的直接市场准入服务时, 适用本《直接市场准入服务协议》。

In consideration of KGISS providing the Customer with the DMA Services, the Customer understands and hereby agrees to abide by and to be bound by the terms and conditions set out in this Agreement, as may be amended, modified or supplemented from time to time.

作为 KGISS 向客户提供直接市场准入服务的代价, 客户理解并接受本协议规定的各项条款及条件(可不时修订、变更或补充)。

#### **1. DEFINITIONS 定义**

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

在本协议中, 除非上下文另有要求, 下列词汇和措辞应具有下文指定的含义:

**"Applicable Regulations"** in respect of DMA Services and Transactions made using the DMA Services means legislations, regulations, rules, notices, practice notes, schedules, directives, guidelines issued by any relevant regulatory authority and/or exchange, including, but not limited to, the relevant SGX-DT Futures Trading Rules ("FTR") in Chapters 2, 3, and 8 of the FTR, Practice Notes 2.6.3(1)(c), 2.6.3(1)(d), 2.6.3(1)(g), 2.8.1, 3.4.3A 3.3.5, relevant sections to Part IV, V, VI, VII and XII of the SFA, and all other applicable laws regulations and rules currently in force and, which may be amended or supplemented from time to time.

就直接市场准入服务以及利用直接市场服务进行的交易而言, "适用法规"系指由相关监管机构及/或交易所发布的立法、规章、规则、通知、从业守则、附表、指令和指南, 包括但不限于《新加坡衍生商品交易所期货交易规则》第 2、3 和 8 章的有关规定、《从业守则》第 2.6.3(1)(c)、2.6.3(1)(d)、2.6.3(1)(g)、2.8.1、3.4.3A 和 3.3.5 条, 《证券与期货法》第 IV、V、VI、VII 和 XII 部分, 以及现行的其它有关法规(包括该等法规的修订版或补充版)。

**"Direct Market Access System"** means KGISS' trading platform which will be provided to the Customer to enable the provision of DMA Services.

"直接市场准入系统"系指 KGISS 向客户提供以用于获取直接市场准入服务的交易平台。

**"DMA Services"** means services provided to the Customer by KGISS to permit direct access to the Trading System.

"直接市场准入服务"系指 KGISS 向客户提供以允许其直接访问交易系统的服务。

**"Information"** means any text, images, links, sounds, graphics, video and other materials, whether or not it is made available on the KGISS Direct Market Access System and includes, without limitation, any information relating to futures, markets, companies, industries, news and any information, data, analysis or research thereon, made available via or pursuant to the DMA Services.

"信息"系指通过直接市场准入服务获得的任何文本、图像、链接、音频、图形、视频或其它材料(无论是否由 KGISS 直接市场准入系统提供), 包括但不限于通过直接市场准入服务获取的任何关于期货、市场、公司、行业、新闻的信息, 以及上述信息所记载的信息、数据、分析或研究。

**"Relevant Bodies"** means any Market, Clearing House and/or governmental body or authority or self-regulatory organisation in relation to which KGISS is a member or otherwise.

"相关机构"系指 KGISS 担任其成员的任何市场、结算所及/或政府部门、政府机构或自律组织。

#### **2. APPLICABILITY & AMENDMENTS 适用性与修订**

2.1. The Customer agrees that in respect of any Transaction, all the applicable terms and conditions in relation thereto in force as between KGISS and the Customer, including the terms and conditions Governing the KGISS Trading Accounts (the "Customer Trading Agreement") shall continue to apply, and are to be supplemented and read together with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in the Customer Trading Agreement, the Customer and KGISS agree that in the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Customer Trading Agreement, the terms and conditions of this Agreement shall prevail in respect of such conflict or inconsistency, however the Customer Trading Agreement shall in all other respects continue in full force and effect.

客户同意, 就任何交易而言, KGISS 和客户之间包括 KGISS 交易账户规定(《客户交易协议》)在内的所有相关现行条款及条件须继续适用, 与本协议的条款及条件互相补充, 一并理解。即使《客户交易附录》有任何相反规定, 客户和 KGISS 同意, 如果本协议和《客户交易协议》的条款及条件之间存在任何冲突或抵触之处, 就该等冲突或抵触而言, 须以本协议为准, 但在所有其它方面《客户交易协议》继续具有十足效力及作用。

2.2. The terms and conditions of this Agreement are to be supplemented and read together with all Applicable Regulations. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the Applicable Regulations, the Applicable Regulations shall prevail in respect of such conflict or inconsistency, however the terms and conditions of this Agreement shall in all other respects continue in full force and effect.

本协议的条款及条件和所有适用法规互相补充, 一并理解。如果本协议的条款及条件和适用法规之间存在任何冲突或抵触之处, 就该等冲突或抵触而言, 须以适用法规为准, 但在所有其它方面本协议继续具有十足效力及作用。

2.3. The Customer agrees that KGISS may at any time by notice in writing to the Customer, including notification via the DMA Services, vary or add to this Agreement without prior notice or consultation with the Customer.

客户同意, KGISS 随时可以书面通知客户的方式(包括通过直接市场准入服务发送的通知)变更或增加本协议的内容, 无须事先通知客户或与之协商。

2.4. Any electronic record relating to the terms and conditions of the DMA Services provided hereunder kept and/or maintained by KGISS shall be conclusive evidence of the contents thereof. The Customer agrees to the admission as evidence in any court in Singapore of such electronic records maintained or kept by KGISS and any part, copy or computer output thereof, as an original document, and the Customer further agrees not to challenge or dispute the admissibility, authenticity or accuracy of such electronic records or computer output thereof.

任何由 KGISS 保存和/或保管的、关于本协议所规定的直接市场准入服务的条款及条件的电子记录须视为其内容的确证。客户同意 KGISS 保管或保存的该等电子记录及其组成部分、复本或电脑输出资料可作为原始文件, 在新加坡的法院被接纳为证据; 客户进一步同意, 不对该等电子记录或其电脑输出资料的可接纳性、真实性或准确性提出异议。

#### **3. CONDITIONS OF USE 使用条件**



- 3.1. The Customer hereby undertakes to utilise the DMA Services strictly in accordance with the terms and conditions of this Agreement, the Customer Trading Agreement, and any and all other rules and policies that KGISS may publish or make available through the DMA Services or any other medium it may designate at its sole discretion, from time to time.  
 客户承诺在使用直接市场准入服务时，严格遵守本协议和《客户交易协议》的条款及条件，以及 KGISS 不时通过直接市场准入服务或其全权酌情决定的其它媒介发布或提供的规则及政策。
- 3.2. The Customer hereby understands and acknowledges that the DMA Services and the Information are provided on an "as is" as well as an "as available" basis. The Customer acknowledges that no member of KGISS makes any express or implied warranty, representation or assurance, including, without limitation, any warranty, representation or assurance of any nature regarding the quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) that the DMA Services are or will be suitable for the Customer's commercial, business or financial purposes, or as to its reliability, and that all liability in respect thereof is disclaimed. The Customer also agrees and acknowledges that no warranty is made by KGISS that the DMA Services will be accessible, timely, secure, complete, reliable, uninterrupted, error-free, does not infringe any third party proprietary rights, or that it will be free of viruses or any other harmful components, or that any errors in the technology or the DMA Services will be detected and/or corrected.  
 客户理解并承认，直接市场准入服务和信息按“现状”和“现有”基础提供。客户承认，对直接市场准入服务的可靠性或是否适合客户的商业、业务或财务用途，KGISS 的成员不作任何明示或隐含的保证，包括但不限于质量、适宜性、适销性、适合特定用途或其它方面的保证、陈述或担保（无论行业惯例如何），与此有关的所有责任一概免除。客户同意并承认，KGISS 不保证直接市场准入服务可用、及时、安全、完整、可靠、无中断、无错误、不侵害任何第三方的所有权利、无病毒或其它有害成分，也不保证技术方面或直接市场准入服务中的错误将得到侦测及/或修正。
- 3.3. In particular, KGISS shall not be liable for any reason whatsoever for any information provided by, under or pursuant to the DMA Services and no express or implied warranty, representation or assurance of any nature whatsoever is made as to such information, and as to its (or its continued) accuracy, reliability, relevance, usefulness, quality or suitability for any purpose or otherwise (regardless of any course of dealing, custom or usage of trade), nor that such information will be detected and/or corrected.  
 对直接市场准入服务下提供的信息，KGISS 尤其无须因任何理由负法律责任；对该等信息及其当前或持续的正确性、可靠性、相关性、有用性、质量以及针对某用途的适宜性或其它，KGISS 不作任何明示或隐含的保证、陈述或担保（无论行业惯例如何），也不保证该等信息中的错误将得到侦测及/或修正。
- 3.4. The Customer represents, warrants and undertakes (on a continuing basis and which representations, warranties and undertakings are deemed to be repeated each time an instruction is issued by the Customer to KGISS and/or at the date of each Transaction, with the intent that such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein) that:  
 客户陈述、保证并承诺（在持续基础上，每次客户向 KGISS 发出指示及/或每次交易之日，均当作重复该等陈述、保证和承诺，意图使该等陈述、保证和承诺在本协议所述交易完成后仍然有效）：
- (a) it has the necessary experience, knowledge and financial resources to undertake the transactions using the DMA Services;  
 具备使用直接市场准入服务进行交易必需的经验、知识和财力；
  - (b) it has put all necessary security arrangements in place to ensure that unauthorised persons are denied from using Direct Market Access;  
 已作出所有必需的安全安排，以防止非授权人员使用直接市场准入服务；
  - (c) it has read the information concerning its access to the Trading System and applicable laws provided by KGISS and that it understands that the nature of the transactions conducted using the DMA Services and the extent of and its exposure of risks and that it has considered whether undertaking such Transactions is appropriate for it in the light of its experience, objectives, financial resources and other relevant circumstances;  
 已阅读 KGISS 提供的关于访问交易系统和适用法律的信息，理解利用直接市场准入服务进行交易的性质及其风险的程度和范围，并已根据自身经验、目标、财务状况和其它有关情况衡量是否适合进行该等交易；
  - (d) that KGISS shall have no liability or responsibility whatsoever to the Customer for any Losses whatsoever (direct, indirect, special, incidental, consequential, punitive or otherwise), loss of investment opportunity or failure to make a profit suffered or incurred by the Customer as a result of or in connection with the use of the DMA Services;  
 对客户因使用直接市场准入服务招致的损失（包括直接、间接、特殊性、偶然性、从属性、惩罚性或其它损失）、失去投资机会或无法获得利润，KGISS 无须承担任何法律责任；
  - (e) that it has read and familiarised itself, as appropriate, with the instructions provided by KGISS in relation to the KGISS Direct Market Access System, and that it has knowledge and proficiency in the use of the KGISS Direct Market Access System, and the electronic trading systems for automatic matching of orders designated and approved by the relevant stock exchanges for transactions on such stock exchanges;  
 已阅读并熟悉 KGISS 提供的 KGISS 直接市场准入系统说明，并具备使用 KGISS 直接市场准入系统和有关证券交易所为交易所内交易指定且核准的自动对盘电子交易系统的知识及能力；
  - (f) it is familiar with and will comply with the Applicable Regulations;  
 熟悉并遵守适用法规；
  - (g) it will cooperate with and provide timely assistance to any Relevant Bodies, KGISS and/or its suppliers for the purpose of conducting any audit, enquiry, investigation and/or compliance review (whether or not related to potential violations of any Applicable Regulations) and such assistance shall include but is not limited to the provision of all information on the identities and addresses of persons responsible for transactions made using the DMA Services;  
 配合并及时协助相关机关、KGISS 及/或其供应商进行审计、询问、调查和/或合规性审查（无论是否和潜在违反适用法规的行为有关），该等协助包括但不限于提供负责利用直接市场准入服务进行交易的人员的身份和地址信息。
  - (h) it will have measures in place to meet minimum standards including standards on financial standing, credit history and criminal records (and such other standards as may be determined by KGISS at its sole discretion);  
 采取措施，以满足财务状况、信用历史和犯罪记录等方面的最低标准（以及 KGISS 全权酌情决定的其它标准）；
  - (i) that the terms and conditions of this Agreement are legal, valid, binding and enforceable against it;  
 本协议的条款及条件合法、有效、有约束力、可予强制执行；
  - (j) that it has taken all necessary corporate action, and has obtained all authorisations, consents, licences or approvals (whether under the Applicable Regulations or otherwise) required to accept and agree to the terms and conditions of this Agreement and to access and use the DMA Services, and all Transactions made using the DMA Services by it shall be in compliance with all Applicable Regulations;  
 已采取一切必需的公司行为，并取得一切所需授权、同意、许可或批准（依据适用法规或其它），以接受并同意本协议的条款及条件，以及访问和使用直接市场准入服务。利用直接市场准入服务进行的一切交易须遵守所有适用法规；
  - (k) any Transaction entered into by the Customer using the DMA Services is duly authorised and it agrees that KGISS shall have no obligation or duty to enquire if any transaction entered into using the DMA Services has been so authorised and shall be entitled at all times to assume so;

客户利用直接市场准入服务进行的交易已获得正式授权。无论何时 KGISS 都有权作此假定，并且无义务或责任查证利用直接市场准入服务进行的交易是否获得授权；

- (l) that it has read and familiarised itself, as appropriate, with the Applicable Regulations and all relevant information regarding DMA access and that it will not do or omit to do anything that would cause KGISS to be in breach of any Applicable Regulations whether directly or indirectly;  
已阅读并熟悉适用法规和所有关于直接市场准入的信息，不得有任何可能导致 KGISS 直接或间接违反适用法规的行为；
- (m) it will not use the DMA Services for any unlawful or illegal act or do or omit to do anything that would be in breach of any Applicable Regulations;  
不会利用直接市场准入服务进行任何非法或违法行为，不得有任何可能违反适用法规的行为；
- (n) it is not prohibited under any Applicable Regulations from using the DMA Services;  
适用法规不禁止客户使用直接市场准入服务；
- (o) that it has reviewed this Agreement, has decided to enter into this Agreement and utilise the DMA Services based on its own independent judgement and has not in any way whatsoever relied on any representation, warranty or undertaking from KGISS in entering into this Agreement and utilising the DMA Services; and  
已审核本协议，并在自身独立判断的基础上决定签署本协议并使用直接市场准入服务。客户签署本协议并使用直接市场准入服务的决定不倚赖 KGISS 的任何陈述、保证或承诺；并且
- (p) it shall ensure that all Transactions entered into using the DMA Services do not exceed the limits prescribed by KGISS in relation to its accounts(s) at any one time and from time to time.  
将确保利用直接市场准入服务进行的一切交易不超出 KGISS 针对其账户不时规定的上限。

#### 4. DELEGATION 转让

- 4.1 KGISS: (a) may delegate the performance of any function in connection with the DMA Services and (b) reserves the right to use any agents or service providers on such terms as it thinks appropriate.

KGISS: (a)可转让与直接市场准入服务有关的职能，并(b)按照其认为适当的条款，保留使用代理人或服务提供商的权利。

- 4.2 The Customer represents, warrants and undertakes that:

客户陈述、保证并承诺：

- (a) it shall not delegate access to the DMA Services to any other persons or allow any person to delegate access to the DMA Services to other persons, unless KGISS' prior written consent has first been obtained;  
不得转让或允许任何人将直接市场准入服务的使用权转让给其他人，除非事先获得 KGISS 的书面同意；
- (b) all such persons who have been delegated access shall comply with the terms and conditions of this Agreement as if they are the original parties to this Agreement and if requested by KGISS, such persons shall enter into separate agreements with KGISS to that effect; and  
获转让人士须遵守本协议的条款及条件，犹如该人士是本协议的原协议方一样。如果 KGISS 要求，该等人士须和 KGISS 签署独立协议；并且
- (c) the Customer and/or its delegates shall provide KGISS with the personal details, identities and addresses of such persons who have been delegated access and at the request of KGISS, provide any other information relating to such persons and Transactions made by them.  
客户和/或获转让人须向 KGISS 提供该获转让人的个人信息、身份和地址，经 KGISS 要求，须提供和该等人士及其所作交易的其它信息。

- 4.3 The Customer accepts that KGISS may be required to report, or to provide a report by an independent reviewer on compliance with the SGX-DT Rules, to the Relevant Bodies about the Account(s) opened and operated by it with KGISS and the Customer irrevocably and unconditionally authorises KGISS to disclose:

客户接受 KGISS 可能需要向相关机构报告客户在 KGISS 开立并运作的账户，或提供由独立审核人员出具的《新加坡衍生商品交易所规则》合规报告，客户不可撤销及无条件地授权 KGISS 披露：

- (a) all information that may be necessary regarding it and such accounts, including, without limitation, its personal details, identity, address, Transactions entered into using the DMA Services, and information on its use of the DMA Services; and  
一切关于客户及其账户的必需信息，包括但不限于个人信息、身份和地址；利用直接市场准入服务所作的交易，及其直接市场准入服务使用情况的信息；以及
- (b) all information relating to persons who have been delegated with access to the DMA Services offered to the Customer, including, without limitation, their personal details, identities, addresses, Transactions entered into using the DMA Services, and information on their use of the DMA Services.  
获得直接市场准入服务使用权转让人士的一切相关信息，包括但不限于个人信息、身份、地址、利用直接市场准入服务所作的交易，及其直接市场准入服务使用情况。

#### 5. TECHNICAL AND SECURITY OBLIGATIONS 技术和安全义务

- 5.1 The setting up of and the utilisation of all software and hardware to enable the Customer's access to the DMA Services shall be the Customer's sole responsibility and KGISS shall not be responsible or liable for any fault or Losses arising from, pursuant to or in connection with the setting up of and the utilisation of such software and hardware.

客户须独立负责设置及使用访问直接市场准入服务所需的所有软硬件，对因设置和使用该等软硬件而导致的错误或损失，KGISS 不承担责任。

- 5.2 The Customer represents, warrants and undertakes that it shall be responsible for all the information, account numbers, codes, usernames and passwords issued to it to access and use the DMA Services and that it shall have in place security arrangements to prevent unauthorised access to any of the DMA Services in relation to markets established by or operated by SGX-DT or such markets as SGX-DT specifies.

客户陈述、保证并承诺对一切用于访问并使用直接市场准入服务的信息、账号、代码、用户名和密码负责，须作出相应安全安排，以防止对新加坡衍生商品交易所设立或运作的市场或其指定的其它市场直接准入服务的非授权访问。

- 5.3 The Customer represents, warrants and undertakes to promptly notify KGISS in writing of any circumstances of which it becomes aware where there has been unauthorised use of the DMA Services in a manner other than as authorised by this Agreement.

客户陈述、保证并承诺一旦意识到不符合本协议规定的直接市场准入服务的非授权使用，须尽快书面通知 KGISS。

#### 6. LIMITS OF RESPONSIBILITY, LIABILITY AND INDEMNIFICATION 责任和补偿限制

- 6.1 KGISS disclaims all other representations or warranties, express or implied, made to the Customer, or any other person, including, without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) in relation to the DMA Services.

KGISS 不对客户或任何其它人作出明示或隐含的陈述或保证，包括但不限于直接市场准入服务的质量、适宜性、适销性、适合特定用途或其它方面的保证（无论行业惯例如何）。

- 6.2 Notwithstanding anything in this Agreement, in no event shall KGISS or any of its representatives be liable in tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of all the parties to this Agreement, regardless of whether such damages were foreseeable or whether KGISS or its representatives have been advised of the possibility of such damages.

即使本协议有任何规定，对利润损失、收入损失、业务机会损失、惩罚性、特殊性、偶然性、间接或从属性的损害，在任何情况下 KGISS 或其代表均无须承担侵权法、合同法、严格法律责任或其它法律理论下的责任，本协议各方同意免除上述各项责任，无论该等损害是否可预见，无论 KGISS 或其代表是否知晓该等损害的可能性。

- 6.3 The Customer agrees that neither KGISS nor any of its officers, agents or employees shall be liable to the Customer for any loss, damage, cost, charge or expense suffered by the Customer for any act or omission in relation to any Account or the operation, provision or termination of any of the DMA Services unless it was caused by fraud, gross negligence or wilful default of KGISS or attributable to KGISS or an authorised agent or officer. Where KGISS utilises a third party or nominee (including a Nominee) to do any act in relation to an Account or any of the DMA Services, KGISS' sole responsibility to the Customer as regards the utilisation of such third party shall be to exercise reasonable care in the selection of such third party. The Customer will not hold KGISS liable for any wilful action or omission, default, fraud or negligence of the third party or nominee unless KGISS was negligent or fraudulent in selecting and/or continuing to use the third party.

客户同意，因和账户有关的作为或不作为，或直接市场准入服务的运营、提供或终止给客户造成损失、损害、成本、费用或开支，KGISS、其职员或代理人无须承担法律责任，除非是由于 KGISS 的欺诈、重大疏忽或蓄意失责所引起或者可归咎于 KGISS、其授权代理人或职员。如果 KGISS 通过第三方或代理人（包括指定代理人）完成和账户或直接市场准入服务有关的行为，就使用第三方一事，KGISS 对客户的全部责任是在选择第三方时采取合理谨慎的措施。对第三方或代理人的故意作为或疏漏、失责、欺诈或疏忽，KGISS 无须向客户负法律责任，除非 KGISS 在选择和/或继续使用第三方时存在疏忽或欺诈。

- 6.4 Nothing in this Agreement shall operate to limit or exclude any liability for fraud.

本协议的任何内容不得限制或排除欺诈责任。

- 6.5 Notwithstanding any other provision of this Agreement, the Customer releases KGISS from any liability in respect of systems failures causing an inability of or delay in the ability of KGISS to provide the DMA Services.

即使本协议其它条款有任何规定，针对因系统故障导致 KGISS 无法或延迟提供直接市场准入服务的情况，客户免除其责任。

- 6.6 The Customer hereby agrees to indemnify KGISS, and to keep KGISS harmless from any loss, damage, cost, charge or expense which KGISS may suffer as a result of the Customer's instructions or use of the DMA Services, the Customer's breach or violation of these terms or any third party rights, including but not limited to violation of any proprietary or intellectual property rights, or the enforcement of any of the terms of this Agreement. This obligation to indemnify KGISS shall survive the termination of this Agreement and/or any of the DMA Services.

针对因客户的指示、使用直接市场准入服务、违反本协议的条款或侵害第三方的权利（包括但不限于侵害专属权或知识产权）或本协议条款的强制执行，给 KGISS 造成损失、损害、成本、费用或开支，客户在此同意对 KGISS 作出补偿，使 KGISS 免于损失。对 KGISS 的补偿责任在本协议和/或直接市场准入服务终止后仍然有效。

## 7. CONFIDENTIALITY 保密

- 7.1 The Parties shall keep confidential all information relating to this Agreement unless such information has become public knowledge or disclosure is required by law or a Party's regulatory body.

协议各方须对有关本协议的一切信息保密，除非该等信息已为公众所知，或法律或协议方的监管机构要求作出披露。

## 8. DISCONTINUATION OF ACCESS AND OTHER CONDITIONS FOR USE OF THE DMA SERVICES 终止访问和其它直接市场准入服务使用条款

- 8.1 Notwithstanding anything herein to the contrary, KGISS may at any time, in its absolute discretion terminate forthwith, without notice and for any reason whatsoever, the Customer's right of access to and/or use of any of the DMA Services. In the event of such termination, KGISS shall not be liable to the Customer for any claim, liability or loss (including without limitation anticipated profit) which may be suffered by the Customer referable to such termination.

即使本协议有任何相反规定，KGISS 可随时全权酌情决定终止客户访问及/或直接市场准入服务的权利，而无须提前通知。针对因服务终止给客户造成的索赔、责任或损失（包括但不限于预期利润），KGISS 对客户无须负责。

- 8.2 Without limiting the generality of Clause 8.1 above, the Customer agrees that KGISS may, at its sole discretion and without notice and liability, suspend, limit, revoke and/or terminate its access to all or part of the DMA Services under any of the following circumstances:

在不限制第 8.1 条一般性的情况下，客户同意在出现以下任何一种情况时，KGISS 可全权酌情决定暂停、限制、撤销及/或终止客户对全部或部分直接市场准入服务的使用，而无须提前通知或承担法律责任：

- if the Customer breaches any trading restriction and/or credit limit established or imposed by KGISS at any time and from time to time;  
客户违反 KGISS 不时订明的交易限制和/或信用额度；
- if the Customer fails to assist KGISS and/or any of the Relevant Bodies in any investigation;  
客户没有配合 KGISS 和/或相关机构进行调查；
- if KGISS receives an order or directive from any of the Relevant Bodies to suspend, limit, revoke and/or terminate the Customer's access to all or part of the DMA Services;  
KGISS 接到相关机构的命令或指令，要求暂停、限制、撤销和/或终止客户对全部或部分直接市场准入服务的使用；
- if any of the Relevant Bodies issue an order or directive to suspend, limit, revoke and/or terminate the Customer's access to all or part of the DMA Services;  
相关机构发出命令或指令，要求暂停、限制、撤销和/或终止客户对全部或部分直接市场准入服务的使用；
- if KGISS, at its sole discretion, determines that it is in the interests of maintaining a fair, orderly and transparent market, to suspend, limit, revoke and/or terminate the Customer's access to all or part of the DMA Services;  
KGISS 全权酌情决定为维持市场的公正、秩序和透明，应暂停、限制、撤销及/或终止客户对全部或部分直接市场准入服务的使用；
- if the Customer has caused KGISS to breach its statutory requirements or any requirements placed upon KGISS by any of the Relevant Bodies, including, without limitation, the Applicable Regulations;  
客户造成 KGISS 违反法定要求或相关机构对 KGISS 提出的要求，包括但不限于适用法规；
- if KGISS, at its sole discretion, determines that it is necessary to suspend, limit, revoke and/or terminate its access to all or part of the DMA Services so that KGISS may fulfil its duties and obligations under the Applicable Regulations; and / or



KGISS 全权酌情决定为履行适用法规下的责任和义务，需要暂停、限制、撤销及/或终止客户对全部或部分直接市场准入服务的使用；及/或

- (h) if KGISS, at its sole discretion, determines for whatever reason that it is necessary to suspend, limit, revoke and/or terminate the Customer's access to all or part of the DMA Services.

KGISS 全权酌情决定因任何理由需要暂停、限制、撤销及/或终止客户对全部或部分直接市场准入服务的使用。

- 8.3 The Customer agrees that KGISS is entitled to, and authorises KGISS to conduct checks, from time to time, to determine its financial standing, its credit history, if it has any criminal records, any pending legal court proceedings relating to prohibited market conduct and/or any adverse record (and such other checks on minimum standards as may be determined by KGISS at its sole discretion). The Customer agrees that, in the event that KGISS, at its sole discretion, is not satisfied with the results of any of such checks, KGISS may (without notice to the Customer, or liability to KGISS), reject the Customer's application for the DMA Services or at any time, suspend, limit, revoke and/or terminate its access to all or part of the DMA Services.

客户同意 KGISS 有权并授权 KGISS 不时进行调查，以确定客户的财务状况、信用历史、是否有犯罪记录、关于违禁市场行为的未决法律诉讼程序和/或其它不利记录（以及 KGISS 全权酌情决定的其它最低标准调查）。客户同意，如果 KGISS 全权酌情决定不满意该等调查的结果，KGISS 可（在无须经提前通知客户且不承担法律责任的情况下）拒绝客户申请直接市场准入服务，或随时暂停、限制、撤销及/或终止客户对全部或部分直接市场准入服务的使用。

- 8.4 The Customer agrees that in the event that KGISS suspends, limits, revokes and/or terminates its access to all or part of the DMA Services under this Clause 8, it shall have no claim against KGISS in respect thereof.

客户同意如果 KGISS 根据第 8 条暂停、限制、撤销和/或终止客户对全部或部分直接市场准入服务的使用，不得就此向 KGISS 提出索赔。

- 8.5 The Customer agrees that all DMA Services offered by KGISS are subject to the regulations of the Relevant Bodies and the Relevant Bodies may, at its/their sole discretion, directly suspend, limit, revoke and/or terminate the DMA Services offered to the Customer and in such an event, KGISS shall not be liable to the Customer and the Customer shall have no claim against KGISS in respect thereof.

客户同意 KGISS 提供的所有直接市场准入服务须符合相关机构的规定，相关机构可全权酌情决定直接暂停、限制、撤销和/或终止向客户提供的全部或部分直接市场准入服务，在此情况下，KGISS 无须对客户负责，客户不得就此向 KGISS 提出索赔。

## 9. TERMINATION 协议终止

- 9.1 This Customer agrees that KGISS has the right to terminate this Agreement by giving five (5) days' notice in writing. KGISS is under no obligation to inform the Customer of its reasons. The Customer shall remain liable for any amounts owed to KGISS.

客户同意 KGISS 有权提前五(5)天以书面通知的方式终止本协议。KGISS 没有义务告知客户终止协议的理由。客户仍然有责任偿付欠 KGISS 的款项。

## 10. MISCELLANEOUS 其它

- 10.1 NOTICES. All written communication will be deemed received by the Customer: (a) two (2) days after despatch by post to the last mailing address known to KGISS if the same is in Singapore or five (5) days after despatch by post to the last mailing address known to KGISS if the same is not a Singapore address; (b) immediately, if delivered personally and (c) on the day of despatch or transmission if sent by telex, facsimile or electronic mail to any of the relevant telex, facsimile or electronic mail addresses of the Customer last known to KGISS. Where the Customer makes use of the DMA Services, the Customer shall be deemed to have notice of and be bound by all notices and communications as may be given by KGISS from time to time and accessible by the Customer via the DMA Services effectively as from the day when the same may be so accessed by the Customer.

通知。在下列情况下，当作客户已收到书面通讯：(a)若通过邮政方式寄往最后为 KGISS 所知的新加坡通信地址，寄出两(2)天后，若通过邮政方式寄往最后为 KGISS 所知的非新加坡通信地址，寄出五(5)天后；(b)专人递送，交付时；或(c)通过电报、传真或电子邮件寄往最后为 KGISS 所知的电报、传真或电子邮件地址，寄出或传送当天。如果客户使用直接市场准入服务，须当作客户已收到 KGISS 不时发出的、客户可通过直接市场准入服务有效读取的一切通知和通讯，并且自读取当天起受到其约束。

- 10.2 WAIVER. If KGISS does not exercise or delays exercising a right whether under this Agreement or otherwise, this does not mean that it has given up or waived the right or that it cannot exercise the right later.

弃权。如果 KGISS 不行使或推迟行使本协议规定或另行赋予的一项权利，并不意味着它已放弃该权利或之后不能行使该权利。

- 10.3 ASSIGNMENT. None of the rights or obligations under this Agreement may be assigned, held on trust, or otherwise transferred without the prior written consent of all the Parties, save that KGISS may, without notice to the Customer or without its consent, assign or otherwise transfer KGISS' rights or obligations under this Agreement to any third party, and appoint third party agents or sub-contractors to provide the whole or part of the DMA Services.

转让。在未得到协议双方事先书面同意的情况下，本协议项下的权利和义务不得被转让、以信托方式持有或者被转移，但 KGISS 可在不通知客户或未得到客户同意的情况下，向任何第三方转让或转移 KGISS 在本协议项下的权利和义务，并指定第三方代理或分包商来提供全部或部分直接市场准入服务。

- 10.4 RIGHTS OF THIRD PARTIES. The Customer agrees and acknowledges that the terms and conditions of this Agreement shall be for the benefit of KGISS. Other than the above, a person who is not a party to any agreement with KGISS to which the terms of the Conditions Governing KGISS Trading Accounts applies has no rights under the Contracts (Rights of Third Parties) Act to enforce any of the clauses hereunder. For the avoidance of doubt, this shall not affect the rights of any permitted assignee or transferee of this Agreement.

第三方权利。客户同意并承认本协议的条款及条件须符合 KGISS 的利益。除此以外，未和 KGISS 签署任何协议、但适用 KGISS 交易账户规管条件的人士，根据《合同法（第三方权利）》的规定，没有执行本协议条款的权利。在此澄清，本条不得影响本协议获准受让人的权利。

- 10.5 SEVERABILITY. The illegality, invalidity or unenforceability of any provision of this Agreement or any part thereof under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

可分性。本协议项下的任何条款或部分内容在任何司法管辖区域的法律下不合法、无效或不可强制执行，不得影响本协议在其它司法管辖区域的合法性、有效性和可强制执行性，也不得影响其它条款的合法性、有效性和可强制执行性。

- 10.6 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with Singapore law. In relation to any legal action or proceedings arising out of or in connection with any Account (including transactions effected for the Account) or referable to any DMA Service, the Customer hereby submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore and the Customer waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum. The Customer hereby nominates and appoints its trading representative to be its agent for service of process of any documents commencing and otherwise relating to any such legal action or proceedings brought by KGISS.

准据法。本协议受新加坡的法律规管，并按照新加坡的法律解释。针对账户（包括为账户所开展的交易）或直接市场准入服务引起的法律诉讼或程序，客户同意接受新加坡共和国法院的专属管辖，客户放弃以法院所在地不方便为由对法律程序提出异议。客户在此指定其交易代表作为代理人，以处理由 KGISS 提起的法律诉讼或程序的相关文件。