



# Client Agreement

## 客户协议

FOMI TRADING TECHNOLOGY LTD

FOMI 交易科技有限公司

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## 1. INTRODUCTION 简介

- 1.1 Fomi Trading Technology Ltd is a company incorporated in Marshall Islands under registration No. 98040 having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (the “Company”).

Fomi 交易科技有限公司在马绍尔群岛共和国注册成立，其注册编号为 98040，注册地址位于 Trust Company Complex，Ajeltake Road，Ajeltake Island，Majuro，马绍尔群岛，邮编：MH96960（以下简称“公司”）。

- 1.2 This Agreement shall govern the relationship between the Company and the Client whereby the Company will provide to the Client and the Client shall receive from the Company investment and ancillary services, in the manner described herein.

本协议适用于公司与客户之间建立的关系，其中，公司通过下文规定的方式向客户提供投资服务和辅助服务，客户获得公司提供的投资服务和辅助服务。

- 1.3 The official language of the Company is the English language.

公司采用的正式语言是英语。

## 2. INTERPRETATION OF TERMS 术语阐释

- 2.1 The definitions and rules of interpretation in this paragraph apply in this Agreement.

本段列出的定义和解释规则适用于本协议。

**Access Data** shall mean the login and password of the Client, which are required so as to have access on and use the Platform(s).

**访问数据**是指客户的登录名和密码，访问和使用平台时需要提供登录名和密码。

**Account Opening Application Form** shall mean the application form/questionnaire completed by the Client in order to apply for the Company's Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain, amongst other things, information for the Client's identification and due diligence, his appropriateness or suitability (as applicable).

**开户申请表**是指客户完成的申请表/调查问卷，以申请公司在本协议项下为客户账户提供的服务；借助于此等申请表/调查问卷，除获得其他事项外，公司将获得客户的身份信息并得到有关其适合性或适宜性（如适用）的尽职调查。

**Account Opening Process** shall mean the process by which the Client submits to the Company an Account Opening Application Form together with all information and documentation required for performing the Client due diligence and identification.

**开户流程**是指客户向公司提交开户申请表、一并提交实施客户尽职调查和执行身份鉴定所必需的所有信息和文件的过程。

**Affiliate** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and **“Control”** means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**关联公司**，就公司而言，是指直接或间接控制或受控于公司的任何实体，或与公司直接或间接共同受控的任何实体；**“控制”**是指拥有指示公司或实体事务的权利或具有管理公司或实体事务的立场。

**Agreement** shall mean this Agreement as amended from time to time, inclusive of all document incorporated by reference therein, (including Appendix 1), as the same may be in force from time to time.

**协议**是指不时修订的本协议，包括本协议中参考纳入的同样可能不时生效的所有文档（含附件 1）。

**Authorized Representative** shall mean the person of paragraph 41 of this Agreement.

**授权代表**是指本协议第 41 条规定的人士。

**Balance** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

**余额**是指，在任何时段内，最后一笔交易成交后及完成入金/出金操作后客户账户的财务成果总额。

**Base Currency** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**基准货币**是指货币对中显示在前的货币，即客户可用于买入或卖出报价货币的货币。

**Brokerage Department** shall mean the department of the Company which bears the responsibility of providing, and supervising the provision of, the investment service of reception and transmission of orders in relation to one or more Financial Instruments and the investment service of execution of orders on behalf of Clients.

**经纪人部门**是指公司中负责代表客户提供、监督提供一种或多种金融工具相关的接收订单、传送订单、执行订单等投资服务的部门。

**Business Days** shall mean any day, other than Saturday and Sunday and/or public holiday.

**营业日**是指除星期六、星期天和/或节假日以外的任何一天。

**Client** shall mean in general terms, any natural or legal person to whom the Company provides services under this Agreement and specifically a person who has submitted to the Company all required Account Opening Application Form(s) and documents and who has been accepted as a Client by Company as per paragraph 5.1 of this Agreement.

**客户**，概括地讲，是指公司提供本协议项下服务所面向的任何自然人或法人；特别是指已经向公司提交了开户申请表和所有要求的文件以及公司根据第 5.1 条的规定接纳为客户的人士。

**Client Account** shall mean the unique personalised account of the Client consisting, inter alia, of all Completed Transactions, Open Positions and Orders in the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

**客户账户**是指客户独一无二的个人账户，尤其包括所有成交的交易、平台中的未平仓头寸和开仓订单、客户资金余额和客户资金的入金/出金交易。

**Closed Position** shall mean the opposite of an open position, thereby nullifying it and eliminating the initial exposure. Thus, profit or loss will be settled.

**平仓**是相对于未平仓头寸而言的，从而使未平仓无效，并消除原始敞口。因此，可以结算盈亏。

**Company** shall mean Fomi Trading Technology Ltd, is a company incorporated in Marshall Islands under the Business Corporations Act, with registration number 73515 having its registered address at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960.

**公司**是指 Fomi 交易科技有限公司，是一家在马绍尔群岛共和国注册成立的公司，其注册编号为 73515，注册地址位于 Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, 马绍尔群岛，邮编 : MH96960。

**Completed Transaction** in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

**成交的交易**，在差价合约中，是指两个相同规模大小的相反交易（开仓和平仓）：买入再卖出或卖出再买入。

**Corporate Action** shall mean the subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalisation or share split or reverse share split or similar event, a distribution to existing holders of the underlying shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share or any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares.

**公司股东决策**是指股份拆细、整合或重组、股票回购或取消，或免费向现有股东派发分红股、资本化、拆股或反拆股或类似活动、将期权基础股份或增加股份、其他股本或证券派发给现有持股人、授权按照出资比例相同的比例向持有期权基础股份、证券或认股权证的人士分红或支付发行人清算获得的收益、授权以低于每股当前市价的价格接受或购买股票或类似于上述股份事件相关的任何其他事件或以其他方式对股票的市场价格造成稀释或集聚效应的事件。

**Contract** Shall mean any contract, unless the context otherwise requires, oral or written, for the purchase or sale of any commodity, security, currency or any other supported financial instrument, including without limitation, any derivative contracts, such as CFDs or other transactions related thereto, entered into by and between us and the Client;



**合约**应指与客户签订的任何口头或书面的合约,除非上下文另有要求。合约用于购买或销售任何大宗商品、证券、货币或任何其他支持的金融工具,包括但不限于任何衍生工具合约,如差价合约或其他相关的交易合约。

**CFD** shall mean contracts for difference.

**差价合约**是指用结算价与合约价之差结算的交易方式。

**Equity** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

**资产净额**是指余额加上或减去未平仓头寸带来的浮动盈利或浮动亏损,计算方式为:  $资产净额 = 余额 + 浮动盈利 - 浮动亏损$ 。

**Essential Details** shall mean the required details in order for the Company to be able to place the Order for example but not limited to the type of Financial Instrument, the type of Order, type of Underlying Asset, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

**重要详情**是指订单中需要说明的详细信息,使公司能够下单,例如(但不限于)金融工具的类型、订单类型、标的资产的类型;如果客户下的是挂单(限价订单或止损订单),客户应注明订单进入市场的预期价格以及任何止损订单、获利订单等的预期价格。

**Event of Default** shall have the meaning as set put in paragraph 32.5 of this Client Agreement.

**违约事件**的含义请参见本“客户协议”第 32.5 条的规定。

**Expert Advisor** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

**专家顾问**是指设计用于在电子交易平台中自动开展交易活动的机械化在线交易系统。其可以设定为提醒客户出现的交易机会,同时,可以自动交易客户的账户,管理交易操作的所有方面,如直接向平台发送订单,自动调整止损、跟踪止损及获利水平。

**Financial Instruments** shall mean all financial instruments pursuant to which the Company provides the investment services and activities as there are indicated in paragraph 6.4 of this Agreement.

**金融工具**是指所有金融工具。公司根据金融工具提供投资服务和活动。具体的金融工具如本协议第 6.4 条所示。

**Floating Profit/Loss** in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

**浮动盈利/亏损**,在差价合约中,是指按照当前报价计算的未平仓头寸目前的盈利/亏损(如果适用,加上任何佣金或费用)。

**Market** Shall mean any market, or multilateral trading facility on which Underlying Assets are being traded.

**市场**是指交易标的资产的任何市场或多边交易设施。

**Free Margin** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity-Necessary Margin].

**可用保证金** 是指客户账户中可用的资金数额,其可用于开仓或持有未平仓头寸。可用保证金可通过以下公式计算得出:资产净额减去(减)必要的保证金【可用保证金 = 资产净额-必要保证金】。

**Hedged Margin** for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

**对冲保证金**,就差价合约交易而言,是指公司开建并持有对应仓位所要求的必要保证金。

**Initial Margin** for CFD trading shall mean the necessary margin required by the Company so as to open a position.

**首期保证金**，就差价合约交易而言，是指公司开仓所要求的必要保证金。

**Introducer** shall have the meaning as set put in paragraph 41.8 of this Client Agreement.

**介绍人**的含义请参见本“客户协议”第 41.8 条的规定。

**Investment Services** shall mean brokerage services

**投资服务**是指经纪服务。

**Leverage** for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

**杠杆**，就差价合约交易而言，是指交易规模和首期保证金之比。例如，杠杆比例 1 : 100，是指为了开仓，首期保证金是交易规模的百分之一。

**Long Position** for CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For example in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**多头头寸**，就差价合约交易而言，是指买入会随着基础市场价格上升而升值的头寸。以货币对为例：用报价货币买入基准货币。

**Lot** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**一手**是指用于衡量差价合约各标的资产指定交易数量的单位。

**Lot Size** shall mean the number Underlying Assets in one Lot of a CFD.

**一手规模**是指差价合中一手包含的标的资产数量。

**Margin** shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

**保证金**是指必要的担保资金，以在差价合约交易中开仓或持有未平仓头寸。

**Margin Call** shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

**保证金**是指必要的担保资金，以在差价合约交易中开仓或持有未平仓头寸。

**Margin Level** for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

**保证金水平**，就差价合约交易而言，是指资产净额与必要保证金之比。计算方式为：保证金水平 = (资产净额 / 必要保证金) x 100%。

**Margin Trading** for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

**保证金交易**，就差价合约而言，是指客户在账户的资金比交易规模更小的情况下做成交易的杠杆式交易。

**Matched Positions** for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

**配对头寸**，就差价合约而言，是指客户账户针对同一差价合约建立相同交易规模的多头和空头头寸仓位。

**Necessary Margin** for CFD trading shall mean the necessary margin required by the Company so as to maintain Open Positions.

**必要保证金**，就差价合约交易而言，是指公司持仓所要求的必要保证金。

**Open Position** shall mean any transaction or contract which resulted from an executed order, and which is still in effect, unsettled, non-concluded, by assuming varying profit or loss in accordance with price movements of Financial Instrument(s). Open position is not a Completed Transaction.

**未平仓头寸**是指已执行订单带来的仍然有效、尚未结算、未曾结束，其盈亏会随着金融工具的价格变动而变化的任何交易或合约。未平仓头寸并非成交的交易。

**Order** shall mean an instruction from the Client to trade in Financial Instruments.

**订单**是指客户有关买卖金融工具的指示。

**Order Execution Policy** shall mean the order execution policy of the Company as set out in detail in the Order Execution Policy document referred to in paragraph 9 (as amended from time to time).

**订单执行政策**是指第 9 条参考的“订单执行政策”（不时修订）文档中规定的公司的订单执行政策。

**Over-the-Counter (OTC)** shall mean trading of Financial Instruments directly between two parties, outside of an exchange traded environment.

**场外交易 (OTC)** 是指双方在交易所交易环境之外直接交易金融工具。

**Party** shall refer to Company and/or its Client(s), as the case may be, as it appears from the context in which the term is used in this Agreement; the Company and its Client(s) may collectively, be referred to in this Agreement as the “**Parties**”.

**一方**，根据其在本协议中出现的上下文视情况而定，可指公司和/或其客户；在本协议中，公司及其客户统称为“**双方**”。

**Quote** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

**报价**是指具体标的资产当前的价格信息，其表现形式为买方出价和卖方报价。

**Quote Currency** shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**报价货币**是指货币对中排在后面的货币。客户可用报价货币买入或卖出基准货币。

**Services** shall mean the services to be provided by the Company to its Clients in accordance with Paragraphs 6.1 and 6.2 of this Agreement.

**服务**是指公司根据本协议第 6.1 条和第 6.2 条的规定向其客户提供的服务。

**Short Position** for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

**空头头寸**，就差价合约交易而言，是指卖出会随着基础市场价格下降而升值的头寸。以货币对为例：卖出基准货币，买入报价货币。空头头寸是多头头寸的相反面。

**Slippage** shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

**滑点**是指差价合约中某笔交易的预期价格和实际执行价格之间的差额。在波动性较大（例如，由于新闻事件的影响）的时间段内，经常会出现滑点，使得无法按照特定的价格执行订单，通常的情况是在使用市价订单时，在执行大订单时，以及按照预期价格水平以维持交易的预期价格可能不具有足够利益时。

**Transaction** shall mean any transaction contemplated by a Contract.

**交易**是指合约成交的任何交易。

**Transaction Size** for CFD trading shall mean Lot Size multiplied by number of Lots.

**交易规模**，就差价合约交易而言，应指一手规模乘以手数的乘积。

**Trailing Stop** in CFD trading shall mean a stop-loss order set at a percentage level below the market price - for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit. Trailing Stop Order may not be executed on Company Platform.

**追踪止损**，在差价合约交易中，应指针对多头头寸设定比市场价格低某一百分比的止损订单。在出现价格波动时，追踪止损价格应相应调整。追踪止损卖单将止损价格设定为低于市场价格的固定金额，带有附加的“跟踪”金额。随着市场价格上扬，止损价格会随跟踪量上升，但是如果公平价格下跌，而止损价格不变，那么市价订单会在达到止损价格后再提交。追踪止损订单可能不在公司平台中执行。

**Stop Loss** shall mean an instruction that is attached to an open order if the type is a market order and an instruction that is attached to a price or limit order before execution for minimizing loss. In the case of market order negative or positive slippage might occur.

**止损**是指附加到开仓订单（如果类型是市价订单）的指令以及在执行前附加到定价订单或限价订单的指令，以最大程度地降低损失。在市价订单的情况下，可能会发生正滑点或负滑点。

**Terms and Conditions** shall mean the terms and conditions set out in this Agreement which govern the Company's relationship with the Client.

**条款和条件**是指本协议中规定的适用于公司与客户建立的关系的条款和条件。

**Trading Account** shall mean the account, which has a unique number, opened by the Company and maintained by the Client for the purposes of trading financial instruments through the Company's Trading Platform(s) in accordance with the terms of this Agreement.

**交易账户**是指公司开设的、客户持有的账号唯一的账户；交易账户用于根据本协议的条款规定通过公司的交易平台交易金融工具。

**Trading Platform or Platform(s):** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

**交易平台**：是指公司运营和维护的电子机制，其中包括交易平台、计算机设备、软件、数据库、电信硬件、程序和技术设施，促进客户通过客户账户进行金融工具的交易活动。

**Swap** shall mean the overnight interest rate credited or debited on the open position.

**掉期**是指划入或划出未平仓头寸的隔夜贷款利率。

**Spread** shall mean the difference between the bid and ask prices quoted in Company's trading platforms.

**价差**是指买方出价和公司交易平台报出的卖方报价之间的差额。

**Underlying Asset** shall mean the object or underlying asset in a CFD which may be Currency Pairs Commodities and Metals. It is understood that the list is subject to change and clients must refer each time on the Platform.

**标的资产**是指差价合约的对象或标的资产，可能是货币对、大宗商品和金属。当然，该列表可能会发生变化，客户每次均须参考平台上提供的列表。

**Underlying Market** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**基础市场**是指交易差价合约标的资产的相关市场。

**Website** shall mean the Company's website with domain name [www.Fomifx.com](http://www.Fomifx.com) owned and operated by the Company.

**网站**是指公司拥有并经营的公司网站，域名为：[www.Fomifx.com](http://www.Fomifx.com)。

**Written Notice** shall have the meaning set out in paragraphs 39.3 and 39.4 of the Client Agreement.

**书面通知**的含义请参见“客户协议”第 39.3 条和第 39.4 条的规定。

2.2 Capitalised terms not specifically defined in this paragraph shall have the meaning awarded them in the body of this Agreement (or any document incorporated by reference therein, as applicable).

本段未明确定义的资本化条款应具有本协议（或如果适用，参考纳入的任何文档）主体部分赋予的含义。

2.3 Paragraph and schedule headings do not affect the interpretation of this Agreement.

章节和附表的标题不影响本协议的诠释。

2.4 A person includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

人包括自然人、法人或非法人团体（无论是否拥有独立的法律人格）和此人的个人代表、继承人或允许的受让人。

2.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

除非上下文另有要求，单数形式包括复数，复数形式也包括单数。

2.6 A reference to one gender includes a reference to the other gender.

凡提述某一性别，也包括另一性别。

2.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns.

凡提述任意一方，应包括该方的个人代表、继承人和允许的受让人。



2.8 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

凡提述一家公司,应包括任何公司、法人或其他注册成立的团体,而不管何地以及如何注册或成立。

2.9 Writing or written includes faxes but not e-mail (unless otherwise expressly provided in this agreement). 书面形式或书面包括传真,但不含电子邮件(除非本协议中另有明确说明)。

2.10 References to this Agreement include this agreement as amended or varied in accordance with its terms. 凡提述本协议,包括根据其条款修订或变更后的本协议。

### 3. ACKNOWLEDGEMENT 确认

3.1 The Client acknowledges that he read, understood and accepts this Agreement and the terms and conditions contained herein in addition to all information contained within the Company's Website.

客户确认,其已经阅读、理解并接受公司网站内包含的所有信息,除此之外,也已经阅读、理解并接受本协议和其中规定的条款和条件。

3.2 The Client acknowledges that upon entering into this Agreement, its provisions become legally binding and enforceable.

客户确认,在签订本协议后,协议条款对其具有法律约束力并应强制实施。

3.3 The Client acknowledges that his use and access to the Trading Platform is governed by the Terms and Conditions in effect on the date on which Company's Trading Platform is accessed and/or used by the client.

客户确认,其使用和访问交易平台受到访问和/或使用公司的交易平台当日现行有效的条款和条件的规范。

3.4 The Client acknowledges that trading in any Financial Instrument involves a significant level of risk and may result in loss of all funds invested.

客户确认,交易任何金融工具隐含重大的风险水平,可能导致全部损失投入的所有资金。

#### 4. SCOPE 范围

- 4.1 This Agreement sets out the basis on which the Company agrees to provide investment and ancillary Services on financial instruments to the Client and shall govern all investment and/or ancillary services provided by the Company.

本协议规定了公司同意向客户提供金融工具投资和辅助服务的基础，应适用于公司提供的所有投资和/或辅助服务。

- 4.2 This Agreement supersedes any previous agreements or arrangements between the Company and the Client including but not limited to any express or implied statements made by Company to the Client.

本协议取代公司和客户之前达成的任何协议或安排，包括但不限于公司向客户做出的任何明示或暗示声明。

- 4.3 It is expressly understood and agreed that neither this Agreement nor anything in it shall constitute or be deemed to establish a partnership, agency relationship or joint Venture between the Client (or any of its entities, offices, employees or agents) and the Company (or any of its offices, employees or agents).

双方明确理解并同意，本协议及其包含的任何规定不得构成或视为客户（或其任何实体、办事处、员工或代理人）和公司（或其任何办事处、员工或代理人）之间建立合作关系、代理关系或合资企业。

#### 5. COMMENCEMENT OF THE CLIENT AGREEMENT 客户协议生效

- 5.1 This Agreement together with and all other relevant and ancillary documents incorporated by reference herein (such as Appendix 1, Order Execution Policy, Privacy Policy, Risk Disclosure Policy and all other policies, manuals and instructions which are available online within the Company's Website shall come into full force and effect once the Account Opening Process is completed and upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Trading Account has been opened

for him.

本协议以及所有其他通过引用而纳入的相关文档和辅助文档(如附件 1、订单执行政策、隐私政策、风险披露政策和公司网站在线提供的所有手册和指导)，在完成开户流程且客户收到公司说明已经接收其为公司客户或为其开通了交易账户的通知后，立即全面有效及生效。

## 6. PROVISION OF SERVICES 提供服务

6.1 The Company may offer the following Investment Services to the Client:

公司可向客户提供以下投资服务：

- (a) Reception and transmission of orders in relation to one or more financial instruments; and  
接收和传送一个或多个金融工具相关的订单；以及
- (b) Execution of orders on behalf of Clients in relation to one or more financial instruments.  
代表客户执行一个或多个金融工具相关的订单。

6.2 The Company may additionally offer the following ancillary services to the Client:

代表客户执行一个或多个金融工具相关的订单。

- (a) Safekeeping and administration of financial instruments for the account of Clients, including custodianship and related services;  
妥善保管、管理客户名下的金融工具，包括托管和相关服务；
- (b) Foreign exchange services where these services are connected to the provision of investment services;  
与提供的投资服务相关联的外汇服务。

6.3 It is understood that when trading in CFDs, the Company shall not hold any Financial Instruments of the Client and shall not be providing safekeeping and administration of Financial Instruments for the account of Client or custodianship.

双方理解，在交易差价合约时，公司不得持有客户的任何金融工具，也不得为客户名下的金融工具

提供保管、管理或托管服务。

- 6.4 The Investment Services referred to in paragraph 6.1 above and the ancillary services referred to in paragraph 6.2 above shall be offered to the Client in relation to financial CFDs for Currencies, Commodities and Metals.

向客户提供上文第 6.1 条提述的投资服务以及第 6.2 条提述的辅助服务应与货币、大宗商品和金属金融差价合约相关。

- 6.5 The trading conditions (Contract Specification Policy) and execution rules (Order Execution Policy) of the Financial Instruments on offer by the Company can be found online at the Company Website at any given time and are fully incorporated herein as an integral part of this Agreement. In accordance with the provisions of this Agreement, upon notice to the Client, the Company reserves the right to amend the said trading conditions and execution rules from time to time. Where the Company duly amends any part of the trading conditions and/or execution rules the Client continues to be bound by the Agreement, including but not limited to any amendments that have been implemented.

公司出售的金融工具的交易条件（合约说明书政策）和执行规则（订单执行政策）可在给定的时间登录公司网站在线查看，并且在此完全整合为本协议不可分割的一部分。按照本协议的规定，在通知客户后，公司有权不时修订所述交易条件 and 执行规则。如果公司适时修订了交易条件和/或执行规则的任何部分，客户将继续遵守本协议，包括但不限于遵守已经实施的任何修订。

- 6.6 Unless specifically agreed, the Company is under no obligation to monitor or advise the Client on trading and therefore the Company may execute an Order received by the Client even if such transaction is not suitable for the Client.

除非特别约定，公司没有义务监控或建议客户进行交易，因此，公司可能会执行客户发出的订单指示，即使此等交易并不适合客户。

- 6.7 The Client understands that no physical delivery of the derivative financial instrument's underlying Asset (or reference instrument) that he/she traded through his/her trading account shall occur.

客户理解，其通过交易账户交易的衍生金融工具的标的资产（或参考工具）不会出现实物交割的情况。

- 6.8 The Client accepts that for the purposes for the Financial Instruments offered by the Company, the Company acts only as an agent on the Clients behalf. The Company will transmit the Client orders in the external market (other liquidity providers) for execution.

客户承认，就公司出售的金融工具而言，公司担当的角色仅仅是代表客户的代理人。公司会将客户的订单传送到外部市场（其他流通量提供者）进行交易。

- 6.9 The Client may trade through his Trading Account from Monday 07.00 until Friday 20:00 (GMT+2)<sup>1</sup>. It should be noted that trading of certain financial instruments occurs during specific time frames. The Client shall be notified of any Company holidays through the internal e-mailing system and/or the Company's Website.

从周一早上 07.00 起至周五晚上 20:00（格林尼治标准时间+2，GMT+2）<sup>2</sup>，客户可通过其交易账户进行交易。应当注意的是，有些金融工具的交易是在特定的时间框架内进行的。公司会通过内部电子邮件系统和/或公司网站通知客户有关公司的任何假期。

- 6.10 Company is entitled to refuse the provision of any Investment or Ancillary Service to the Client, at any time, without being obliged to inform the Client of the reasons to do so in order to protect the legitimate interests of the Company or the Client or both.

为了保护公司或客户或两者兼而有之的合法利益，公司有权在任何时候拒绝向客户提供任何投资或辅助服务，而没有义务通知客户拒绝提供的理由。

- 6.11 The Company shall open one or more a Client Account(s) for the Client and issue Access Data to allow him to place Orders in particular Financial Instruments on particular Platform(s). It is agreed and understood that the Company offers its services in relation to the Financial Instruments. However, the Client may be allowed to trade only in any Financial Instruments.

公司应为客户开设一个或多个客户账户，并向客户提供访问数据，从而使客户能够在特定的平台上

<sup>1</sup> GMT+3 during Daylight Saving Time

<sup>2</sup> GMT+3, 夏令时期间

对特定金融工具下单。双方同意并理解，公司提供的是与金融工具相关的服务。然而，客户可能只能交易任意金融工具。

## 7. ADVICE AND COMMENTARY 建议和评论

7.1 The Company will not give the Client any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgment.

公司不会给客户提供任何形式的投资建议。客户确认，所述服务不包括提供金融工具、基础市场或标的资产相关的投资建议。客户将自行决定如何处理客户账户、下单以及根据自己的判断采取相关决策。

7.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

公司没有任何义务为客户提供任何交易相关的任何法律、税收或其他建议。客户在进入交易之前可以寻求独立建议。

7.3 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, recommendations, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

公司可能不时自行决定向客户提供（或者以网站中贴出的新闻通讯的方式或通过网站或其他方式向用户提供）信息、建议、新闻、市场评论或其他资料，但并非作为其向客户提供的服务的一部分。在此情况下：

(a) The Company will not be responsible for such information.

对于此等信息，公司不负责任。

- (b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.

公司不声明、保证或担保此等信息的准确性、正确性和完整性或任何相关交易的纳税影响或法律后果。

- (c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.

提供此等消息仅仅是为了使客户能自行做出投资决策，不构成投资建议或主动为客户提供金融促销。

- (d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.

如果文档限制了不得向某人或某类人提供或分发此文档，客户同意，不得将文档传达给任何这样的人或这类人。

- (e) The Client accepts that prior to despatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

客户同意，在发送文档之前，公司可能已经自行按照文档行事，以基于自己的立场利用信息。

公司不保证客户收到信息的时间，同时，并不能保证该客户能与其他客户在同一时间收到此等信息。

- 7.4 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

双方理解，公司制订或提供的市场评论、新闻或其他信息可能会有所变更，并可在任何时间撤回，恕不另行通知。

## 8. ELECTRONIC TRADING 电子交易

8.1 Once the Agreement is in effect in accordance with paragraph 5.1 the Client shall:

本协议一旦根据第 5.1 条的规定生效后，客户应：

(a) Download and install the Trading Platform software (the “**Software**”) available online at the Website and/or access his or her account through the web-based Trading Platform of the Company; and

下载和安装网站中在线提供的交易平台软件（以下简称“**软件**”），以及/或者通过公司基于网络的交易平台访问其账户；以及

(b) Receive, through an e-mail, access codes, and specifically the Access Data to enable him/her to log-in to the Trading Platform(s) in order to send and/or modify Orders for the purposes of trading financial instruments.

通过电子邮件接收访问码、尤其是访问数据，使其能够登录到交易平台中，以发送和/或修改交易金融工具的订单。

8.2 The Software, which may have been developed by a party other than Company, supports data security protocols compatible with the protocols used by the Company.

由公司以外的第三方开发的软件支持与公司采用协议相兼容的数据安全协议。

8.3 The Client shall be solely responsible for any Orders sent and/or received through the Trading Platform from the Client or his/her Authorized Representatives.

客户应全权负责自身或其授权代表通过交易平台发出和/或收到的任何订单。

8.4 The Client shall ensure that his Access Codes remain confidential at all times. If, under any circumstances, the Client reveals the Access Codes to either a natural or legal person, other than his authorized representative, the Company shall bear no responsibility for any loss that arises, including but not limited to financial loss, as result of the Client's actions. Without prejudice to any other provisions of this Agreement, the Client will be liable for all Transactions and/or Contracts executed by means of his or her Access Codes, even if such may be wrongful.

客户应确保始终对其访问码保密。在任何情况下，如果客户向其授权代表以外的其他自然人或法人透露了访问码，对于由此产生的任何损失，包括但不限于客户行为带来的经济损失，公司概不承担



任何责任。在不损害本协议任何其他规定的前提下，客户应对通过自己访问码执行的所有交易和/或合同负责，即使此等执行可能是错误的。

- 8.5 The Client shall immediately inform the Company if it comes to his attention that the Access Codes have been used, either for trading or other purposes, without his expressed consent. The Client accepts that Company is unable to identify any instances where a person, other than the Client or his Authorized Representative, is logging-in to the Trading Platform without the Client's expressed consent.

如果客户注意到访问码在未经其明确同意的情况下用于交易或其他目的时，客户应立即通知公司。

客户承认，公司无法鉴定客户或其授权代表以外的人未经客户明确同意登录到交易平台的情况。

- 8.6 The Client accepts that Company reserves the right to temporarily or permanently terminate the Client's access to the Trading Platform in order to ensure and/or restore the orderly operation of the Trading Platform and protect the interests of the Company or the Client or both. Under such circumstances as the Company may, at its discretion, see fit the Company may close the Client's Trading Account.

客户承认，公司有权暂时或永久终止客户对交易平台的访问，以确保和/或恢复交易平台的有序运行，并保护公司或客户或两者兼而有之的利益。在这种情况下，公司如果认为合适可自行决定关闭客户的交易账户。

- 8.7 The Client accepts that the Company bears no responsibility if either a natural or legal person attains through unauthorized access any information, including information regarding Client's trading, whilst such information is being transmitted from the Client to the Company (or any other party authorized by the Company) and vice versa, irrespective whether that transmission occurs through electronic or other means.

客户承认，如果自然人或法人在客户向公司（或公司授权的任何其他方）传送任何信息的过程中或公司传回信息的过程中（无论是采用电子方式或其他方式传送），通过未经授权的访问获得此等信息，包括客户交易相关的信息等，公司概不承担任何责任。

- 8.8 The Client accepts that the Company bears no responsibility for any loss, including but not limited financial loss, incurred by the Client due to inability of the latter to access the Trading Platform if this has been caused:

客户承认，如果由于以下原因导致客户不能访问交易平台带来的任何损失，包括但不限于经济损失，公司概不承担任何责任：

- (a) due to the Client's failure to maintain the Software updated as required; or

由于客户未能按照要求保持软件处于最新状态；或

- (b) due to any mechanical, software, computer, telecommunications or electronic system failure that could have been controlled by either the Client or the Company; or

由于客户或公司可控制的任何机械、软件、计算机、电信或电子系统出现故障；

- (c) internet failure.

网络故障。

- 8.9 Company is responsible for maintaining its Trading Platform and other related systems updated; therefore, the Client accepts that the Company or a relevant third party may, from time to time, perform maintenance that may include shutting down, restarting, or refreshing the servers to ensure the effective and efficient operation of the Trading Platform or other related systems; these actions may cause the Trading Platform and/or other related systems to be inaccessible for a period of time. The Client accepts that the Company bears no responsibility for any loss, including financial loss, caused due to the above.

公司负责保持交易平台和其他相关系统处于最新状态；因此，客户承认，公司或相关第三方可能会不时执行维护，包括关闭、重启或刷新服务器，以确保交易平台或其他相关系统有效并高效地运行；这些操作可能会导致交易平台和/或其他相关系统在一段时间内无法访问。客户承认，由于上述操作造成的任何损失，包括经济损失，公司概不承担任何责任。

- 8.10 The Client accepts that Company is not an internet service or electricity provider and consequently, the Client accepts that Company is not responsible for any failure to provide an investment or ancillary service pursuant to this Agreement, if such failure arises as a direct or an indirect result of an internet service or electricity failure. Accordingly, any Order sent by the Client or on the Client's behalf via Company's Trading Platform or by e-mail shall only be deemed to

have been received when such Order has been recorded as executed by Company.

客户承认，公司并非互联网服务提供商或电力供应商，因此，如果由于互联网或电力故障直接或间接导致公司未能按照本协议的规定提供投资或辅助服务，客户承认，公司对此不承担责任。因此，客户或客户代表通过公司交易平台或电子邮件发送的任何订单只有在公司记录为已经执行后方可视为收到订单。

- 8.11 If for any reason the Client is unable to access the Trading Platform in order to send an Order for the purposes of trading financial instruments he may contact the Brokerage Department by email at [trading@Fomifx.com](mailto:trading@Fomifx.com) or call on +442032873337 to place a verbal Order. It should be noted that the Company reserves the right to reject such verbal Order when the operator of the Brokerage Department is not satisfied with the Client's identify or clarity of Orders. Under such circumstances, the Company reserves the right to request from the Client to transmit an Order through other means. The Client accepts that the times of excessive transaction flow there might be some delay in connecting over the telephone with a member of the Brokerage Department, especially when there are important market announcements.

如果客户由于任何原因导致无法访问交易平台以发送交易金融工具的订单，客户可发送邮件至 [trading@Fomifx.com](mailto:trading@Fomifx.com) 或拨打+442032873337 联系经纪人部门口头下单。值得注意的是，如果经纪人部门的操作员对客户的身分或口述订单的清晰度不满意，公司有权拒绝此等口头订单。在此情况下，公司有权要求客户通过其他方式传送订单。客户承认，在交易量过量的时段内，尤其是有重要的市场公告时，接通经纪人部门人员的电话可能会出现一定延迟。

- 8.12 The Client accepts that when using Company's Trading Platform, the Client must:

客户承认，在使用公司的交易平台时，客户必须：

- (a) ensure that his or her computer systems are maintained in good order and are suitable for use with Company's Trading Platform;  
确保其计算机保持状况良好，并适合用于公司的交易平台；
- (b) run such tests and provide such information to the Company as the Company shall reasonably consider necessary to establish that the Client's computer systems satisfy the

requirements notified by Company to the Client from time to time;

运行一些测试，并向公司提供一些公司合理认为是建立符合公司不时通知客户的计算机系统要求所必需的信息。

- (c) carry out virus checks on a regular basis;

定期进行病毒检测；

- (d) inform the Company immediately of any unauthorized Transaction or Order which the Client knows of or suspects and, if within the Client's control, cause such unauthorized use to cease;

立即通知公司其得知或怀疑的任何未经授权的交易或订单。如果是在其控制范围内，客户应促使停止此等未经授权的使用。

- (e) not at any time leave the computer terminal from which the Client has accessed Company's Trading Platform or let anyone else use such computer terminal until the Client has logged off from Company's Trading Platform.

在任何时候，不得离开登录了公司交易平台的计算机终端，或者在注销公司的交易平台之前不得让任何人使用该计算机终端。

8.13 The Client understands and agrees that Company is the sole counterparty in relation to the platform providers, and therefore the Client will not bring any legal action, whether in tort, including negligence, breach of contract or otherwise, to any third party software and/or technology providers whose products and services assist in providing the platform to the Client.

客户理解并同意，公司是平台提供商的唯一交易方，因此，客户不得向产品和服务有助于向客户提供的平台的任何第三方软件和/或技术提供商提起侵权等任何法律诉讼，包括过失、违约等。

## 9. ORDER EXECUTION POLICY 订单执行政策

9.1 The Company shall use best endeavors to obtain the best possible results for the Client (namely, best execution) when executing orders or when receiving and transmitting execution orders.

在执行订单、收到或传送执行订单时，公司应尽最大努力为客户获得尽可能最好的成果（即最佳执行）。

- 9.2 The general overview of the order execution policy of the Company and other factors relevant to the execution of financial instruments are set out in detail in the Order Execution Policy document (as amended from time to time) available at all times in the Company's Website which document is incorporated into this Agreement in full and forms an integral part thereof.

公司订单执行政策和金融工具执行相关的其他因素的总体概述请详见不时修订的“订单执行政策”文档。该文档始终在公司的网站中在线提供，并全部纳入本协议，构成不可分割的一部分。

- 9.3 By entering into this Agreement the Client explicitly consents to the Order Execution Policy.

客户签订本协议，表明其明确同意订单执行政策的内容。

- 9.4 Without prejudice to any provision of this Agreement, the Company reserves the right to amend the Order Execution Policy without any notice. Every amendment on this policy will be posted on the Company's Website and it will be freely accessible by anyone

在不影响本协议任何规定的前提下，公司有权修订“订单执行政策”，恕不另行通知。每次修订均会在公司网站中贴出，任何人可免费访问。

- 9.5 By accepting the Order Execution Policy the Client acknowledges and consents that the Company may execute and/or receive and transmit an order for execution outside a Market.

客户接受“订单执行政策”，表明其承认并同意公司可在市场外执行和/或接收和发送订单。

## 10. GENERAL RISK DISCLOSURES 一般风险披露

- 10.1 The Company does not and cannot guarantee the initial capital of the Client or its value at any time or any money invested in any financial instrument. The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in financial instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. The Client unreservedly acknowledges

and accepts that he runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and accepts and declares that he is willing to undertake this risk. The Client should not engage in any investment directly or indirectly in financial instruments unless he knows and understands the features risks involved for each one of the financial instruments. If the Client is in any doubt as to the suitability of any investment he should seek independent expert advice.

公司不会也不能在任何时候担保客户投入任何金融工具的初始资本、价值或任何资金。客户毫无保留地承认并接受，不管公司可能提供任何信息，投入任何金融工具的任何投资价值可能会出现上下波动，甚至可能出现血本无归的情况。客户毫无保留地承认和接受，买入和/或卖出任何金融工具会导致其遭受巨大的损失和损害风险。客户接受并声明，其愿意承担此等风险。客户不应直接或间接投资金融工具，除非其清楚并明白每种金融工具的特性和隐含的风险。如果客户对任何投资的适用性有任何疑问，则应寻求独立的专家意见。

10.2 The Client declares that he has read, comprehends and unreservedly accepts the following risks and any resulting financial loss:

客户声明，自己已经阅读、理解并毫无保留地接受以下风险以及由此带来的任何经济损失：

- (a) Information of the previous performance of a financial instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the financial instruments to which the said information refers;

金融工具之前表现的信息不能保证其当前和/或未来的表现。使用历史数据不构成对所述信息所指的金融工具相应的未来表现的限制性或安全预测；

- (b) Some financial instruments may not become immediately liquid as a result, for example, of reduce demand and the Client may not be in a position to sell them or easily obtain information on the value of these financial instruments or the extent of the associated risks;

有些金融工具不会立即变得流通，例如需求减少，并且客户所处立场可能使其不能卖出这些金融工具或轻易获得相关的价值信息或相关风险的范围。

- (c) When a financial instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance;

在金融工具采用客户居住国货币以外的货币进行交易时，汇率的任何变化均可能对金融工具的价值、价格和表现造成负面影响；

- (d) A financial instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations;

国外市场的金融工具可能隐含不同于客户居住国常规市场风险的风险。在某些情况下，这些风险可能更大。国外市场交易的盈亏前景同样受到汇率波动的影响；

- (e) A derivative financial instrument (i.e. option, future, forward, swap, contract for difference) may be a non delivery spot transaction giving an opportunity to make profit on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument. The value of the derivative financial instrument may be directly affected by the price of the security or any other Underlying Asset which is the object of the acquisition;

衍生金融工具（即期权、期货、远期、掉期或差价合约）可能不会交割现货，而是从汇率、大宗商品、股票市场指数或股价等所谓的标的工具的变动中获利。衍生金融工具的价值可能会直接受到盘购对象的证券或任何其他标的资产的价格的影响。

- (f) The Client must not purchase a derivative financial instrument unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred;

客户不得购买衍生金融工具，除非其愿意承担损失投入的所有资金以及承担支付任何额外的佣金和产生的其他费用的风险；

- (g) Prior to applying for an account the Client should consider carefully whether investing in a specific financial instrument is suitable for him in the light of his circumstances and financial resources;

在申请开户之前，客户应充分考虑自身的情况和经济资源判断自己是否适合投资特定的金融工具。

- (h) The Client shall be responsible for the risks of financial losses caused by the failure of information, hardware or software, Client Terminal, communication, electronic and other systems. The result of any system failure may be that his order is either not executed according to his Orders or it is not executed at all. The Company does not accept any liability in the case of such a failure;

对于信息失效，硬件或软件、客户终端、通信、电子和其他系统故障导致的经济损失风险，客户应自行负责。出现的任何系统故障可能导致客户的订单无法根据其指令执行或根本不会执行。如果出现此等故障，公司不承担任何责任；

- (i) The Company is not an internet service provider and cannot be responsible for not fulfilling any obligations under the Agreement with its Client because of internet connection failures or public electricity network failures or hacker attacks;

鉴于公司并非互联网服务提供商，在出现互联网连接失败、公共电力网络故障或黑客攻击的情况下，公司不负责履行其在本协议项下对客户负有的任何义务；

- (j) The Company shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer or other methods of communication;

如果公司通过计算机或任何其他通信方式传送订单和/或信息，在传送过程中出现任何延迟或其他错误，公司为此不承担责任。

- (k) The Client will bear the risk of any financial losses caused by the fact that the Client has received with delay or has not received at all any notice from the Company;

对于客户延迟收到或未收到公司发出的任何通知导致的任何经济损失风险，客户应自行承担。

- (l) The Client understands that unencrypted information transmitted by e-mail is not protected from any unauthorized access;

客户理解，通过电子邮件提交的未加密信息可能会被未经授权的访问；



(m) The Client accepts the risk of any financial losses caused by the unauthorized access of the third party to the Client's Account or any Access Data;

客户接受可能存在任何第三方未经授权地访问客户账户或任何访问数据造成的任何经济损失风险；

(n) The Client accepts the risk of financial loss due to a Force Majeure Event;

客户接受不可抗力事件造成的经济损失；

(o) Under abnormal market conditions the period during which client Orders are transmitted for execution may be extended or not executed at all.

在异常市场条件下，传送客户订单以执行的时段可能会延长，甚至不会执行。

10.3 The Client undertakes the risk that his trades in financial instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any Taxes and/or any other duty which may accrue in respect of his trades.

客户承担其金融工具的交易可能由于立法变更或自身情况变化等而受到税收和/或任何其他税项等的影响。公司不保证免缴任何税收和/或任何其他印花税。客户应负责缴付其交易可能应缴的任何税收和/或任何其他税项。

10.4 Before the Client begins to trade, he should obtain details of all commissions and other charges for which the Client will be liable. If any charges are not expressed in money terms (but for example as a dealing spread), the Client should obtain a clear written explanation, including appropriate examples, to establish what such Charges are likely to mean in specific money terms.

在进行交易之前，客户应获得所有佣金和其应承担的其他费用的详细信息。如果任何费用并非用货币形式来表示（而是如交易价差等方式表示），客户应获得明确的书面解释，包括适当的举例说明，以确定此等费用采用特定的货币条件具有的含义。

10.5 The Client acknowledges that the following types of third party risks exist and the accepts any resulting financial loss:

客户承认存在以下类型的第三方风险，并接受由此导致的任何经济损失：

- (a) The Company may pass money received from the Client to a third party (e.g. an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty) to hold or control in order to effect a Transaction through or with that person or to satisfy the Customer's obligation to provide collateral (e.g. initial margin requirement) in respect of a Transaction. The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client;

公司可能会将收取的客户的资金转给第三方（如中间券商、银行、市场、结算代理人、清算所或场外交易对方）持有或控制，以借助于或通过第三方实现交易或履行客户提供交易相关的担保（如首期保证金要求）的义务。对于公司转交客户资金的任何第三方的作为或不作为，公司不承担责任。

- (b) The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph;

对于本条提述的任何第三方的偿付能力、作为或不作为，公司不承担责任。

- (c) The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Customer with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses;

公司转交资金的第三方可能会将资金划入综合账户中，其可能不能区分客户的资金或第三方的资金。如果该第三方发生破产或进入任何其他类似的法定程序，公司可能代表客户向该第三方提出无担保索赔，并且客户可能会面临公司收到的第三方支付的资金不足以满足客户就相关账户索赔的金额的风险。公司不负责由此造成的任何损失，也不承担赔偿责任。

- (d) The Company may deposit Client's money with a depository who may have a security interest, lien or right of set-off in relation to that money;

公司可能会将客户资金划入可能就该资金设立了担保权益、留置权或抵销权的保管人。

- (e) A bank or broker through whom the Company deals with could have interests contrary to the Client's Interests;

公司开展业务借助的银行或券商的利益可能与客户的利益相悖。

- (f) The Company cannot and shall not be responsible for any credit risk of its counterparties and/or financial institutions.

公司不能也不应对其交易方和/或金融机构的任何信用风险负责。

- 10.6 The Client acknowledges and accepts that other risks exist in dealing with financial instrument and investment services other than those mentioned in paragraph 10.

客户承认并接受，交易金融工具和处理投资服务存在第 10 条提到的风险以外的风险。

- 10.7 Information about risk involved is set out in the Risk Disclosure document (as amended from time to time) available at all times in the Company's Website which document is incorporated in this Agreement in full and forms an integral part thereof.

有关隐含风险的相关信息请参见不时修订的“风险披露”文档。该文档始终在公司的网站中在线提供，并全部纳入本协议，构成不可分割的一部分。

## 11. FEES 费用

- 11.1 In consideration for the provision of services the Company shall be entitled to receive fees from the Client together with compensation for all related expenses the Company incurred for the provision of the services (including fees and other expenses paid to third parties).

作为提供服务的报酬，公司应有权向客户收取费用和其他酬金，以补偿提供服务导致公司承担的所有相关费用（包括支付给第三方的费用和其他开支）。

- 11.2 Detailed information about the Company fees and its charging structure, related commissions, cost and financing fees are set out in the [Contract Specification](#) document (as amended from time to time) available at all times at the Company's Website which document is incorporated into this Agreement in full and forms an integral part thereof.

有关公司费用和收费结构、相关佣金、成本和融资费用的详细信息请参见不时修订的“[合约说明书](#)”文档。该文档始终在公司的网站中在线提供，并全部纳入本协议，构成不可分割的一部分。

- 11.3 The Client acknowledges and agrees that the Company may change its fees unilaterally without any prior consultation or prior consent from the Client.

客户承认并同意，公司可能会单方面改变其费用，无需事先咨询或获得客户同意。

- 11.4 The Company reserves the right to amend the Contract Specification document, at its sole discretion, and all and any aspect of its fees, cost and commissions. All amendments shall be notified to the Client and shall be immediately available in the Company's Website. It is the Clients responsibility to visit the Company's Website and review the Contract Specification at all times.

公司有权自行决定修订“合约说明书”文档，并保留修订全部及任何费用、成本和佣金的权利。公司会通知客户所有修订，并且会立即在公司网站中提供。随时访问公司的网站并查看“合约说明书”是客户自己的责任。

- 11.5 Without prejudice to any other provision of this agreement, nothing in this paragraph shall prohibit the Clients from terminating the Agreement in accordance with the relevant termination provision

herein. 在不影响本协议任何其他规定的前提下，本条中的任何内容均不得限制客户按照规定的相  
关终止条款通知本协议。

- 11.6 The Client will pay the Company any amount due in freely transferrable, cleared and available same day funds in the currency and to the account which the Company will specify, to the fullest extent permissible by law, without making any off-set, counterclaim deduction or withholding.

在法律允许的最大限度内，客户应采用资金相同的货币在资金可自由转换、结算和可用的当天向公  
司指定的账户支付到期金额，而不进行任何抵消、反索赔抵扣或扣缴。

- 11.7 The Company may deduct its charges from any funds which it holds on the Client's behalf.

公司可在代客户持有的任何资金中扣除收费。

- 11.8 The Company will charge the client interest on any amount due which are not paid, at such rate as it is reasonably determined by the Company as presenting the cost of obtaining finance for that amount. For any amounts due the Company shall have the right to close open position and/or proceed with the sale of financial instruments from the Trading Account of the Client.

对于到期未付的任何金额，公司将向客户收取利息，收取比例为公司通过出示获得此等金额的融资  
成本合理确定。对于其他到期金额，公司有权平仓和/或从客户的交易账户中卖出金融工具。

## 12. INDUCEMENTS 诱因

12.1 When providing a service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties.

在向客户提供服务时，公司可向第三方支付或收取费用、佣金或其他非货币性利益。

## 13. TRADING PLATFORMS 交易平台

13.1 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

客户全权负责提供和维护访问和使用平台兼容的必要设备，包括但不限于个人计算机、手机或平板电脑（取决于所使用的平台）、以任何方式上网、电话或其他接入线路。由于上网是至关重要的功能特性，客户因全权负责任何必要的费用，以连接到互联网。

13.2 The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.

客户承诺并保证，其已经安装了计算机、手机或平板电脑，也执行了安全性和完整性相关的保护措施，同时，其已经采取了适当的行动，保护系统不存在计算机病毒或其他类似的可能损害公司网站、平台或其他系统的有害或不适宜材料、设备、信息或数据。客户进一步保证，其个人计算机、手机或平板电脑不会向公司平台非法传送任何计算机病毒或其他类似的有害或不适宜的材料或设备。

- 13.3 The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

如果客户的个人计算机、系统、手机或平板电脑出现故障，或出现记录和数据损坏、破坏和/或格式化的情况，公司不承担责任。此外，如果客户由于其硬件配置或管理不善产生延迟和任何其他形式的数据完整性问题，公司概不负责。

- 13.4 The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

客户在使用平台过程中遭遇的任何中断、延迟或通信问题，公司不承担责任。

- 13.5 Orders with the Company are placed on the Platform(s), with the use of Access Data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.

客户通过兼容的个人计算机上网使用访问数据在公司的平台中下单。双方同意并理解，公司将有权相信通过使用访问数据向交易平台发出的任何订单，并按照此订单行事，无需进一步询问客户，此类订单对客户具有约束力。

#### 14. PLACEMENT AND EXECUTION OF ORDERS 下单并执行订单

- 14.1 The Client may place Orders on the Platform(s) by using his Access Data issued by the Company for that purpose or by telephone call by providing the identification information requested and the Essential Details.

客户可通过使用公司为此目的公布的访问数据、拨打电话并提供要求的身份信息和重要详情在平台中下单。

14.2 The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.

公司将有权相信通过使用访问数据向平台发出的任何订单，并按照此订单行事，无需进一步询问客户，此类订单对客户具有约束力。

14.3 Orders placed via phone will be placed by the Company on the Trading Platform of the Company.  
电话下单的订单由公司在交易平台中下单。

14.4 Orders are executed according to the Order Execution Policy, which is binding on the Client.  
订单按照“订单执行政策”执行，对客户具有约束力。

14.5 The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

公司将尽合理努力来执行订单，但双方理解并同意，尽管公司会尽合理努力，由于公司控制之外的原因影响，并不总是能够实现订单的传送或执行。

## 15. REFUSAL TO EXECUTE ORDERS 拒绝执行订单

15.1 The Client accepts that Company shall have the right, at any time a, to refuse as its discretion the provision of any investment or ancillary service, including but not limited to the execution of Orders for the purposed of trading financial instrument, without providing notice to the Client.

客户承认，公司有权在任何时候自行决定拒绝提供任何投资或辅助服务，包括但不限于不执行用于交易计划的金融工具的订单，无需另行通知客户。

15.2 Without prejudice to the aforementioned, the Company shall refuse to execute orders when the Company has reasonable grounds to believe that the execution of a Client's order may, *inter alia*:

在不影响上文规定的前提下，如果公司有合理的理由相信执行客户的订单可能会出现以下情形时，

公司应拒绝执行订单：



- (a) affect the orderly function of the market;  
影响市场的有序运行；
- (b) constitute an abusive exploitation of privileged confidential information;  
构成特权的机密信息的滥用；
- (c) contribute to the laundering of illegal funds and/or constitute any illegal activity;  
助长任何非法资金的洗钱和/或构成任何非法活动；
- (d) affect in any manner the reliability or orderly operation of the Trading Platform(s); or  
以任何方式影响交易平台的可靠性或有序运行；或者
- (e) relate to the purchase of a financial instrument but there is insufficient free margin in the relevant trading account to cover such purchase and any applicable charges.  
与买入金融工具相关，但相关的交易账户中的可用保证金不足以支付此等买入和任何适用的收费。

15.3 The Company reserves the right to refuse the execution of pending order and/or modify the opening/closing price of an order if a technical or other error occurs.

在发生技术错误或其他错误时，公司有权拒绝执行挂单和/或修改订单的开盘价/收盘价。

15.4 The Client accepts that the Company may refuse to execute an Order for trading financial instruments in accordance with this paragraph.

客户接受，按照本条的规定，公司可能会拒绝执行交易金融工具的订单。

15.5 The Client accepts that if Company were to refuse the execution of a Client's order, under this paragraph, the obligations of the Client under the Agreement shall remain unaffected.

客户接受，如果公司根据本条规定拒绝执行客户的订单，客户在本协议项下的义务保持不变。

15.6 Without prejudice to any other provisions herein, the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client to restrict the Client's trading activity, to cancel Orders, to decline or refuse to transmit or execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

在不影响本协议任何其他条款的规定的的前提下，未经提前通知或说明，公司有权在任何时候自行决定限制客户的交易活动、取消订单、拒收或拒绝传送或执行客户的任何订单；出现以下任一情形时，客户无权要求公司赔偿损害、特定绩效或任何形式的补偿：

- (a) Internet connection or communications are disrupted;  
联网或通信中断；
- (b) In consequence of request of regulatory or supervisory authorities of Cyprus or a court order or antifraud or anti-money laundering authorities;  
由于浦路斯监管当局或监督部门、法院指令或反欺诈或反洗钱机构的要求；
- (c) Where the legality or genuineness of the Order is under doubt;  
订单的合法性或真实性受到怀疑；
- (d) A Force Majeure Event has occurred;  
发生不可抗力事件；
- (e) In an Event of Default of the Client;  
客户出现违约事件；
- (f) The Company has sent a notice of Termination of the Agreement to the Client;  
公司已经通知客户终止本协议；
- (g) The system of the Company rejects the Order due to trading limits imposed;  
公司的系统由于应用的交易限制拒绝订单；
- (h) Under abnormal market conditions; or 在异常的市场条件下；或者
- (i) The Client does not hold adequate funds in his Balance for the specific Order.  
客户余额中的资金不足以支付特定的订单。

## 16. PROHIBITED ACTIONS 禁止行为

16.1 It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):

严禁客户针对平台采取下列活动中的任何一项：

(a) Use any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s);

使用任何应用了人工智能分析的软件来分析公司的系统和/或平台；

(b) Intercept, monitor, damage or modify any communication which is not intended for him;

拦截、监控、损坏或修改不对其开放的任何通信；

(c) Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or Orders that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company;

使用任何类型的爬虫、病毒、蠕虫、木马、定时炸弹或任何其他代码或使用旨在使公司的平台或通信系统或任何系统失真、删除、损坏或卸载的订单。

(d) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation;

进行会或可能会扰乱公司计算机系统或平台的完整性或使此等系统发生故障或停止运行的任何事；

(e) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s); or

非法访问或试图访问、获得逆向工程或以其他方式规避公司应用于平台的安全措施；或者

(f) Any action that could potentially allow the irregular or unauthorised access or use of the Platform(s);

任何可能会允许不合规或擅自访问或使用平台的行为；

16.2 Should the Company reasonably suspect that the Client has violated the terms of paragraph 32 of this Agreement, it is entitled to take one or more of the counter measures of paragraph 32.7 of this Agreement.

如果公司合理地怀疑客户违反了本协议第 32 条的条款规定，公司有权采取本协议第 32.7 条列出的一项或多项对策。

## 17.CLIENT ACCOUNTS 客户账户

17.1 It is agreed and understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts are found on the Website and are subject to change at the Company's discretion and according to paragraph 31 hereunder.

双方同意并理解，公司提供的不同类型的客户账户及其特点可在公司网站中查看。公司可能会自行决定并根据本协议第 31.4 条的规定更改此等客户账户。

17.2 The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client Account offered to the Client.

客户账户在客户存入最低的开户存款后激活。公司可不时酌情确定并修改最低的开户存款额。根据提供给客户的客户账户类型的不同，最低的开户存款可能有所差异。

## 18.INACTIVE AND DORMANT CLIENT ACCOUNTS 不活跃和休眠的客户账户

18.1 If the Client Account is inactive for six months or more (i.e. there is no trading, withdrawals or deposits), it may be charged a monthly maintenance fee which may be different for different types of Client Accounts or Financial Instrument. The applicable fees, once applied, are found on the Company's Website.

如果客户账户在六个月及以上时段内不活跃（即没有交易、出金或入金），则公司可能会每月收取维护费。根据客户账户或金融工具类型的不同，维护费可能会有所差异。适用的费用一旦实施后，可在公司的网站上获得。

18.2 If the Client Account is inactive for one (1) year or more, and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant. Money in the dormant account shall remain owing to the Client and the Company shall

make and retain records and return such funds upon request by the Client at any time thereafter.

如果客户账户在一（1）年及以上时段内不活跃，在向客户最后为人所知的地址发送通知后，公司

有权注销客户账户并使其处于休眠状态。休眠账户中的资金仍归客户所有，公司应记录并保留记录。

一经客户今后在任何时间要求，公司应返回此等资金。

- 18.3 Dormant accounts will be charged an annual maintenance fee of US\$25 or the full amount of the free balance in the account if the free balance is less than US\$25. There will be no charge if the free balance is zero. Consequently, all accounts with a zero free balance will be closed.

休眠账户每年将收取 25 美元的维护费。如果账户中的可用余额低于 25 美元，则将全额扣除费用。

如果可用余额为零，则不再收费。因此，可用余额为零的所有账户会被销户。

#### 19. LIEN, NETTING AND SET-OFF 留置权、净额结算和抵消

- 19.1 The Company shall have a general lien on all funds held by the Company or its Affiliates or its nominees on the Client's behalf until the satisfaction of his obligations.

公司应对自身或其关联公司或代表客户的指定人持有的所有资金设定一般留置权，直到客户清偿其债务。

- 19.2 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

如果客户应向公司支付的总额等于公司应向客户支付的总额，那么相互付款的义务会自动相互抵消。

- 19.3 If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

如果一方的应付总额超过另一方的应付总额，那么应付更大金额的一方应向另一方支付多余金额，

所有付款的义务将自动履行并免除。

19.4 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

公司有权整合以客户名义开设的所有或任何客户账户，合并账户中的余额，并在本协议终止时，相互抵消余额。

## 20. SAFETY OF ACCESS DATA 访问数据安全

20.1 The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

客户同意对访问数据或客户账号保密，不向任何第三人透露。

20.2 The Client should not write down his Access Data. If the Client receives a written notification of his Access Data, he must destroy the notification immediately.

客户不应写下其访问数据。如果客户收到有关其访问数据的书面通知，须立即销毁该等通知。

20.3 The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

如果客户得知或怀疑其访问数据或客户账号已经或可能已经透露给未经授权的人士，客户同意立即通知公司。然后，公司会采取措施，以防止进一步使用此等访问数据，并将发放替换的访问数据。在收到替换的访问数据之前，客户将无法下单。

20.4 The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

客户同意，其将配合公司针对客户的访问数据或客户账号的任何滥用或涉嫌滥用开展的任何调查。

20.5 The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal

data, Access Data and Client Account number when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

客户承认，如果双方或任何第三方通过互联网、其他网络通信设备、邮政、电话或任何其他电子方式传送信息（包括电子地址、电子通信、个人资料、访问数据和客户账号）时被未经授权的第三人获得，公司不承担任何责任。

- 20.6 If the Company is informed from a reliable source that the Access Data or Client Account number of the Client may have been received by unauthorised third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.

如果用户从可靠来源得知访问数据或客户账号可能已经遭到未经授权的第三方截取，公司可以自行决定但没有义务禁用客户账户。

## 21.CLIENT MONEY HANDLING RULES 客户资金处理原则

- 21.1 The Company may hold Client money and the money of other clients in the same account (omnibus account).

公司可能将客户的资金和其他客户的资金放入同一账户（综合账户）。

- 21.2 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

对于客户资金赚取的利润或利息（除了通过客户账户根据本协议进行交易获得的盈利），公司不用计入客户的总额之中，客户放弃利息相关的所有权利。

- 21.3 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

公司可将客户资金存入隔夜存款中，并可以保留任何利息。

21.4 The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty) who may have a security interest, lien or right of set-off in relation to that money.

公司可将客户资金存入第三方（即中间券商、银行、市场、结算代理人、清算所或场外交易对方），其可能对该资金设立了担保权益、留置权或抵销权。

21.5 Client money may be held on the Client's behalf with an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty. In the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

客户资金可能由中间券商、银行、市场、结算代理人、清算所或场外交易对方以客户的名义持有。

在此人发生破产或任何其他等同倒闭的情况下，客户资金采取的处理方式可能与资金存入独立账户

适用的处理方式不同。对于本条提述的任何第三方的偿付能力、作为或不作为，公司不承担责任。

21.6 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

公司转交资金的第三方可能会将资金划入综合账户中，其可能不能区分客户的资金或第三方的资金。

如果该第三方发生破产或进入任何其他类似的法定程序，公司可能代表客户向该第三方提出无担保

索赔，并且客户可能会面临公司收到的第三方支付的资金不足以满足客户就相关账户索赔的金额

的风险。公司不负责由此造成的任何损失，也不承担赔偿责任。

21.7 It is agreed that the Company shall have the right to transfer the Client Money to successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client for the purposes of paragraph 39.2 of this Agreement.



双方同意，出于本协议第 39.2 条所述目的考虑，公司在提前 10 个营业日书面通知客户后，有权将客户资金划转给其继承人、受托人、受让人或买方。

## 22. DEPOSITS AND WITHDRAWALS 入金和出金

22.1 The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company as amended from time to time. The detailed information about deposit options is shown on the Website.

在本协议有效期内，客户可随时将资金存入客户账户。入金可采用公司不时修改的认可方式和货币实施。有关入金选项的详细信息请参见公司网站。

22.2 The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

公司有权随时向客户索要任何文档资料，以证明存入客户账户的资金的来源。如果公司对资金来源的合法性没有充分地满意，公司有权拒绝客户的入金。

22.3 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.

在客户入金的情况下，公司应在公司的银行账户清算后的下一个营业日内将实际收到的相关金额划入相关的客户账户。

22.4 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

如果客户发放的资金未能如期划入客户账户，客户应通知公司，并请求公司对转账进行银行业务调

查。客户同意，调查收取的任何费用由客户承担，公司可从客户账户中扣除直接支付给开展调查的银行。客户理解并同意，为了执行调查，客户应向公司提供要求的文件和证明材料。

22.5 The Company shall effect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

在收到客户不时采取公司认可的方式请求出金后，公司应使客户资金的出金生效。

22.6 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within three (3) Business Days, if the following requirements are met:

在满足以下要求的前提下，公司应在收到客户请求从客户账户中出金后的三（3）个营业日内支付所述金额：

(a) the withdrawal instruction includes all required information;

出金指示包括所有必需的信息；

(b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;

指示是转账到最初将资金划入客户账户的原始账户（无论是否是银行账户、支付系统账户等）

或按客户要求，转账到客户拥有的账户；

(c) the account where the transfer is to be made belongs to the Client;

转账划入的账户属于客户；

(d) at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;

客户余额在付款当时超过出金指示中详细说明了金额（包括所有付款费用）；

(e) there is no Force Majeure event which prohibiting the Company from effecting the withdrawal.

没有出现妨碍公司实施出金的不可抗力事件。

22.7 It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not allow t withdrawals from any other third party or anonymous account.

双方同意并理解，公司不接受第三方支付或匿名向客户账户付款，也不允许划出到任何第三方账户或匿名账户。

22.8 The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

公司保留合理婉拒客户要求采用特定转账方式出金的权利，同时，公司有权建议采取另一种方式。

22.9 All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

第三方的所有付款和转账费用由客户承担，公司会将此等收费划出相关的客户账户。

22.10 Withdrawal fees may apply. The applicable fees may be found on the Company's Website.

出金可能会收费。适用的费用可在公司的网站上获得。

22.11 The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Internal transfers shall be subject to the Company's policy from time to time.

客户可要求将在公司持有的客户账户的资金内部转账到在公司持有的另一个客户账户中。内部转账应以公司不时公布的政策为准。

22.12 Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss.

如果公司在资金转账期间出错，资金应归还给客户。双方理解，如果客户提供的转账指示有误，公司可能无法纠正错误，客户可能不得不承担损失。

### 23. CHARGEBACK POLICY 拒付政策

- 23.1 The Company reserves the right to charge a “200 USD research fee” if a chargeback is placed with your credit card company (either intentionally or unintentionally) for any deposit made to your account. This fee will be used to cover all investigative expenses to prove that the deposit was made by you upon receiving the chargeback from our merchant provider.

如果信用卡公司（无论是有意或无意）对账户的任何入金设定了拒付，公司保留收取“200 美元研究费”的权利。该笔费用是在收到我们供应商拒付后，用于支付所有调查费用，以证明入金是您本人所为。

- 23.2 All fraud including credit card fraud will not be accepted by the Company and as such will be fully investigated and pursued under the applicable laws to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

公司不会容忍任何欺诈，包括信用卡欺诈。公司会按照适用法律规定的最大范围内全面调查并追究此等欺诈责任。我方由此遭受的任何损失将在民事诉讼中得到全面伸张，索回带来的任何损失，包括所有业务损失、法律费用、研究成本、人力资源和收入损失。

- 23.3 The Company maintains a monitoring system for fraudulent activities and any transactions that are detected are immediately cancelled along with any orders associated with the transaction. Company has at its disposal a database of black listed users to prevent any possible fraudulent activity through our trading platform.

公司拥有欺诈系统的监控系统。如果检测到任何交易存在欺诈行为，公司会立即取消该交易和任何相关联的订单。公司拥有供其使用的黑名单用户数据库，防止任何可能通过我们的交易平台进行的欺诈活动。

- 23.4 Any chargebacks made to us will be regarded as fraudulent if no attempt is made by the client to help solve any issues related to a deposit. All unnecessary chargebacks result in costs for our company and therefore:

如果客户未努力帮助解决入金相关的任何问题，针对我们的任何拒付将被视为欺诈。所有不必要的拒付会给我们公司带来成本，因此：

- (a) When suspicious activity relating to any deposit is detected by us, the respective deposit will be placed as 'Pending' and fraud detection checks will be performed during this time. Access to your account will also be temporarily prohibited in order to reduce your exposure to risk.

如果我们检测到任何入金涉嫌相关的欺诈活动，相应的入金会设为“挂单”，公司会在此期间实施欺诈检测核查。同时，您将暂时禁止访问您的账户，以降低您面临的风险。

- (b) All reviews are generally completed within four business days; however, it may take longer for those deposits posing a potentially higher risk as more extensive fraud detection checks will be performed by our compliance department. As a backup precaution, we may also make direct contact with you. The deposit will be immediately cancelled and the funds will be refunded to the credit card in the case that the deposit is determined to be high-risk. In addition, it is at our sole discretion to close any (and all) of your accounts with us in such cases. Any active orders will be cancelled immediately if associated with the same fraudulent credit card and/or account.

所有的审查通常会在四个营业日内完成，但是，如果入金有潜在的更高风险，我们的合规部门会实施更广泛的欺诈检测核查，因此可能需要更久的时间完成审查。作为支持的预防措施，我们也可能会直接联系您。在入金被确定为存在高风险的情况下，公司会立即取消入金并将资金退回信用卡。此外，在此情况下，我们有权全权决定注销您在我方公司持有的任何（以及所有）账户。如果任何有效订单与同一个欺诈性的信用卡和/或账户挂钩，该有效订单会被立即取消。

- (c) Any chargeback case that is made against our company and is not successful will result in the sum being reimbursed to us along with charges for research and processing totalling 400 USD (the '200 USD research fee' as mentioned above and an additional '200 USD administrative processing fee'). Through this agreement you hereby give permission for any charges to be made to your credit card; if these charges are in anyway disputed, we reserve the right to take any legal action necessary in order to recover any losses associated with these claims.

针对我们的任何拒付情况以及不成功入金将导致您向我们补偿总计 400 美元的研究和处理费用总额(其中,“200 美元研究费用”如上文所述,剩下的为“200 美元行政手续费”)。通过本协议, 贵方兹同意我们向您的信用卡收取任何此等费用;如果此等收费在任何方面存在争议,我们保留采取任何必要的法律诉讼的权利,以索回这些索赔相关的任何损失。

- (d) Any charges that are made against us and result as inconclusive will be passed to a third party agency for collection and the appropriate credit bureaus will be informed of your actions, leading to your credit rating being affected for a minimum period of 7 years. Once the case reaches this stage, no settlement of your debt will be accepted, we will only accept full payment. Company's local police department will also be informed and all necessary action will be taken in accordance to the applicable law.

如果存在任何针对我方的指控且尚无定论,此等指控会移交给第三方机构托收,并通知适当的征信所有关您的行为,由此,您的信用评级将至少在 7 年内受到影响。一旦达到此阶段,我方不接受债务结算,只接受全额付款。同时,公司还会通知当地警察部门,并根据适用法律的规定采取所有必要的行动。

- (e) In addition, the Company will exercise its right to block its Platform and terminate Client(s) Account. Consequently, any profits or revenues may be seized and the Company reserve the right to inform any third party. Company is continually developing tools to monitor any fraudulent activity and any cases from such activity will be decided on by it and any decision made shall be final and non-negotiable.

此外,公司会行使权力阻止平台的运行并对客户账户进行销户。因此,任何利润或收入可能会由公司占有,公司保留通知任何第三方的权力。公司在不断开发工具以监控任何欺诈活动。此等活动带来的任何情况由公司决定,任何决策应是最终的、不可协商。

- (f) We reserve the right to deduct the disputed amount until any investigation from our side is completed.

在我方完成调查之前,我方有权扣除争议金额。

23.5 Fraud is taken very seriously by our Company, all IP addresses are monitored and logged and any fraudulent chargebacks will be investigated fully under the law.

公司会非常严肃地处理欺诈行为。所有 IP 地址均在监控之中并进行了记录。对于任何欺诈性的拒付，公司会依法展开全面调查。

## 24.PRIVACY POLICY 隐私政策

24.1 All informational material collected is held by Company in the strictest confidence. The Company considers one of its highest priorities to be the privacy and integrity of the personal information of its Clients, and devotes the maximum amount of attention to keeping the said information safely stored as well as used appropriately and only with the required authorization. Any and all of the information that is received from the Client is handled with care and an appropriate level of confidentiality.

公司收集的所有信息资料均按照最严格的保密程度持有。公司将其客户的个人信息的私密性和完整性看成最高的优先级之一。公司致力于将最高程度的注意力放在安全保存、妥善使用以及只有在必要授权的前提下才能使用此等信息之上。公司非常小心并适当保密地处理从客户收到的任何及所有信息。

24.2 The Company incorporates strict rules and specific procedures into the day-to-day dealings of the Company in order to guarantee its Clients the maximum achievable level of security in handling their said information. The Company's policies ensure that information held by the Company is processed in accordance with applicable laws.

公司在日常的交易中纳入了严格的规则和具体的程序，以保证尽力以最大可行的安全级别处理客户的所述信息。公司的政策确保公司按照适用法律的规定处理持有的此等信息。

24.3 Information in relation to privacy policy of the Company, uses of Client information, and all related matters is set out in the Privacy Policy Document (as amended from time to time) which document is incorporated into this Agreement in full and forms an integral part thereof.

公司的隐私政策、客户信息的使用和所有相关事项的信息请参见公司不时修订的“隐私政策”文档。

该文档全部纳入本协议，构成不可分割的一部分。

## 25. DISCLOSURE OF CLIENT INFORMATION 客户信息披露

25.1 The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

在出现任一下列情形时，公司有权披露客户信息（包括机密性的录音、文档、银行卡详细信息等）

:

(a) Where required by law or a court order by a competent Court;

法律规定或主管法院下发的法院指令要求；

(b) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;

提供给相关部门，以调查或防止欺诈、洗钱或其他非法活动；

(c) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services;

在执行订单或为了提供服务随附的目的所合理要求的范围内提供；

(d) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;

为了资信调查、欺诈防范、反洗钱目的或为了识别客户的身份信息或进行尽职调查，向信用调查和欺诈防范机构、第三方认证服务提供商、银行和其他金融机构提供。为此，他们可能会对  
照其访问的任何数据库（公共或其他数据）的任何详细信息核对客户提供的详细资料。他们也

可能在未来使用客户的详细资料，协助其他公司进行验证。调查记录将由公司保管；



- (e) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;

向公司的专业顾问提供，在每种情况下，告知相关的专业顾问此等信息的保密性质，专业顾问应承诺也遵守此处规定的保密义务；

- (f) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

向创建、维护或处理数据库（无论是否为电子形式）、提供记账服务、电子邮件传送服务、信息服务或类似服务的服务提供商提供，这些服务提供商旨在协助公司收集、处理和使用客户信息或联系客户或完善本协议项下服务；

- (g) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

为了统计目的向其他服务提供商提供，以提高公司的市场影响。在此情况下，应采用汇总的方式提供数据；

- (h) To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details the data will be provided;

为了完善公司的服务，向提供电话或电子邮件调查的市场研究呼叫中心提供。在此情况下，应只提供联系方式资料；

- (i) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or any governmental authority;

为了捍卫或行使公司的合法权利，有必要向任何法院、法庭、仲裁员或任何政府当局提供；

- (j) At the Client's request or with the Client's consent;

经客户请求或取得客户同意时；

- (k) To an Affiliate of the Company or any other company in the same group of the Company; or  
向公司的关联公司或与公司在同一集团下的任何其他公司提供；或者
- (l) To successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 39 of this Agreement.  
提前 10 个营业日书面通知客户，并且出于本协议第 39 条所列目的，向继承人、受托人、受让人或买家提供。

## 26. CORPORATE ACTIONS 公司股东决策

26.1 If a Corporate Action materializes, the Client accepts that the Company reserves the right to make appropriate adjustments to the value and/or size of a transaction and/or number of any related transactions; any such adjustment aims in preserving the economic equivalent of the rights and obligations of both the Client and the Company immediately prior to a Corporate Action. It should be noted that these adjustments are conclusive and binding upon the Client. The Client will be informed accordingly by the Company as soon as reasonably practicable.

如果突然具体落实了公司股东决策，客户接受，公司有权合理调整交易的价值和/或规模以及/或者任何相关交易的数量；任何此类调整的目的是使客户和公司双方在公司股东决策之前的权利和义务在经济上保持等效。应该注意的是，此等调整是决定性的，对客户具有约束力。相应地，公司会在合理可行后尽快通知客户。

26.2 The Client accepts that if he has any open positions that are affected by the Corporate Action, the Company reserves the right to close such positions at the last price of the previous trading day and open the equivalent position at the first available price; under the above mentioned circumstances, the Company shall inform the Client accordingly, through the internal e-mailing system, no later than the closing of the trading session prior to the Corporate Action.

客户接受，如果其有未平仓头寸受到公司股东决策的影响，公司有权采取前一交易日的收盘价平仓，并按照最先有效的价格建立同等头寸的仓位。在上述情况下，公司最迟应在公司股东决策前的交易期收盘前通过内部电子邮件系统相应地通知客户。

26.3 The Company bears no responsibility for notifying the Client regarding announcement of Corporate Actions.

公司不负责通知客户有关公司股东决策的公告。

## 27.CONFLICTS OF INTEREST POLICY 利益冲突政策

27.1 The Company warrants to take reasonable steps to detect and avoid conflicts of interest arising between the Company and the Client and between other Clients and thus Company has adopted policies to ensure that the all Clients are treated fairly and that their interests are protected.

公司保证采取合理步骤来查明并避免公司与客户之间以及公司与其他客户之间发生利益冲突,因此,公司已制定了政策,确保公平对待所有客户并且保护每位客户的利益。

27.2 The Company's policy on conflicts of interest, identification of conflicting interest, procedures and controls of managing the same and all relevant information is set out in the Conflict of Interest document (as amended from time to time) available at all times on the Company's Website which document is incorporated in this Agreement and forms an integral part thereof.

公司有关利益冲突、确定冲突利益、管理相同和所有相关信息的程序和控制方式的政策请参见不时修订的“利益冲突”文档。该文档始终在公司的网站中在线提供,并全部纳入本协议,构成不可分割的一部分。

27.3 The conflict of interest policy applies to all directors, employees, any persons directly or indirectly linked to the Company (the “**Related Persons**”) and refers to all interactions with all Clients

利益冲突政策适用于公司的所有董事、员工、直接或间接相关的任何人(以下简称“**相关人员**”),针对的是与所有客户开展的所有业务往来。

## 28.COMPLAINTS HANDLING PROCEDURE 投诉处理程序

28.1 To file any complaint, the Client should send an email to [complaint@Fomifx.com](mailto:complaint@Fomifx.com). The complaint shall be assigned a unique number and the Client will be advised of the complaint status by email, sent from [complaints@Fomifx.com](mailto:complaints@Fomifx.com) within seven (7) working days. All complaints filed through any other method will not be taken under consideration.

要呈交任何投诉，客户应发送电子邮件至 [complaint@Fomifx.com](mailto:complaint@Fomifx.com)。公司会向投诉分配一个唯一的编号，并在七（7）个工作日内通过邮箱 [complaints@Fomifx.com](mailto:complaints@Fomifx.com) 发送电子邮件，告知客户投诉的处理状态。以其他任何方式呈交的所有投诉将不会纳入考量之中。

## 29.DISPUTE RESOLUTION 争议解决

29.1 In the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavors to consult and negotiate with each other, in good faith and recognizing their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

对于本合同履行过程中产生的或与之相关的任何争议，双方必须首先尽各自最大的努力真诚善意地进行协商和谈判，认识到双方共同的利益，努力促成公平和公正地解决争议并令双方满意。

29.2 To such end the Parties must within seven (7) Business Days of a dispute arising convene a meeting between persons nominated by each Party (the “**Appointed Persons**”) and other relevant members of management to attempt to resolve the dispute.

为此，双方必须在争议产生后的七（7）个营业日内召集各方指定的人士（以下简称“**指定人员**”）以及管理层的其他相关成员开会，努力解决争议。

29.3 If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.

如果指定人员就争议的解决或处理达成一致，其应签署正式声明，其中规定了解决或处理争议的条款。双方应确保全面及时实施该解决或处理方案。

29.4 If the Appointed Persons do not reach such settlement within a further period of fourteen (14) Business Days (the “**Final Negotiation Date**”), the dispute will be managed in accordance with provisions set forth hereinafter.

如果指定人员未能在接下来的十四（14）个营业日（以下简称“**最终谈判日期**”）内达成一致，则应根据下文规定的条款处理争议。

29.5 In the event of any dispute arising out of or in relation to this Agreement, is not resolved and/or settled prior to the Final Negotiation Date, it shall be finally settled in a competent court of the Republic of Marshall Islands.

如果本合同履行过程中产生的或与之相关的任何争议未能在最终谈判日期之前解决和/或和解，则应在马绍尔群岛共和国的任一拥有管辖权的法院最终解决。

### 30. PERSONAL DATA, CONFIDENTIALITY, RECORDING OF TELEPHONE CALLS AND RECORDS

#### 个人资料、保密条款、电话录音、来电和记录

30.1 The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

本公司可能会直接向客户（从其填妥的开户申请表或以其他方式）或向其他人士，如信用调查机构、欺诈防范机构、银行、其他金融机构、第三方认证服务提供商和公设登记簿提供商等其他人士收集客户信息。

30.2 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential. 公司持有的客户信息会作为保密信息对待，只用于提供、管理和改善服务相关的目的，用于反洗钱和尽职审查、研究和统计目的以及营销目的，而不会用于其他目的。已经属于公共领域的信息或者已经由公司在没有保密义务的情况下获得的信息将不被视为机密信息。

30.3 The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the circumstances specified in Terms of Business.

在出现商业条款规定的情形时，公司有权披露客户信息（包括机密性的录音、文档、银行卡详细信息等）。

30.4 If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance with the applicable law and the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee.

对于自然人的客户，公司将按照适用法律的规定使用、保存、处理和管理客户提供的与提供服务相关的个人信息。经客户要求，公司有义务向客户提供其拥有的客户相关的个人资料（若有）的副本，前提是客户支付了管理费。

30.5 By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data for the reasons specified in paragraph 25.

客户签订本协议，表明其同意为了第 25 条详细列出的原因传送客户的个人资料。

30.6 Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.

公司可能会记录并保留其与客户之间的电话交谈。此等电话录音应归公司专有。客户接受，此等录音是订单或记录的谈话内容的确凿证据。

30.7 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, email, or post.

客户接受，公司可以出于管理本协议条款的目的，不时通过电话、传真、电子邮件或邮政直接联系客户。

30.8 The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, fax, email or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him or to conduct market research.

客户接受，为了营销、提请客户注意可能感兴趣的产品或服务或开展市场调研等目的，公司及其任何关联公司或任何其他在同一集团下的公司可能会通过电话、传真、电子邮件或公告的方式不时与客户取得联系。

30.9 The Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement.

公司会在本协议终止后至少五年继续保留包含客户个人资料、交易信息、开户文件、通信和其他与客户相关的事项的记录。

### 31.CHANGING THE TERMS OF THE AGREEMENT 变更本协议条款

31.1 Without prejudice to any other provision in this Agreement, the Company may also change any terms of the Agreement (which includes this Client Agreement and its Appendices, Conflicts of Interest Policy, Order Execution Policy, Privacy Policy and Risk Disclosure Policy for the following reasons:

在不影响本协议任何其他条款的前提下，公司也可能基于以下原因考虑，变更本协议的任何条款（其中包括本“客户协议”及其附件、“利益冲突政策”、“订单执行政策”、“隐私政策”和“风险披露政策”）：

(a) Where the Company reasonably considers that:

凡是公司合理考虑：

- (i) the change would make the terms of the Agreement easier to understand; or  
变更使得更容易理解本协议的条款；或者
- (ii) the change would not be to the disadvantage of the Client.  
变更不会对客户不利。

(b) To cover:

以便包含：

- (i) the involvement of any service or facility the Company offers to the Client; or  
公司向客户提供的必需的任何服务或设施；或者
- (ii) the introduction of a new service or facility; or  
介绍新服务或设施；或者
- (iii) the replacement of an existing service or facility with a new one; or  
使用新服务或设施替换现有服务或设施；或者
- (iv) the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.  
取消已经过时、不再广泛使用或用户在前一年的任何时间不曾用过的或者公司无法承担的非常昂贵的服务或设施。

(c) To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:

由于以下条件的变化促使公司能够合理更改向客户提供的服务：

- (i) the banking, investment or financial system; or  
银行业务、投资或金融体系；或者
- (ii) technology; or  
科技；或者
- (iii) the systems or Platform used by the Company to run its business or offer the Services hereunder.  
公司用于运营业务或据此提供服务的系统或平台。

31.2 The Company may upgrade the Client Account, the Platform or enhance the services offered to the Client if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client.



公司可能会升级客户账户、平台或提高向客户提供的服务，如果公司合理考虑此等升级对客户有利且不会增加成本。

31.3 The Company may also change any terms of the Agreement (which includes this Client Agreement and its Appendix and Terms of Business, Conflicts of Interest Policy, Order Execution Policy and Risk Disclosure Policy for the reasons specified in Terms of Business.

公司也可能由于“业务条款”中载明原因，而变更本协议的任何条款（其中包括本“客户协议”及其附件和“业务条款”、“利益冲突政策”、“订单执行政策”、和“风险披露政策”）。

31.4 As long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any reason not listed under paragraph 31.2.

只要客户能够不产生费用地终止本协议，公司可能由于第 31.2 条未列明的任何原因变更本协议的条款。

31.5 For any change made in paragraphs 31.2 and 31.3 and changes made in terms of Business the Company shall provide the Client with advance notice of at least ten (10) Working Days and shall be posted on the Company's Website. However, the Client acknowledges that a change which is made to reflect a change of applicable legislation may, if necessary, take effect immediately.

对于第 31.2 条和第 31.3 条做出的任何变更以及就业务相关的变动，公司应至少提前十（10）个工作日通知客户，并在公司网站上公布。然而，客户确认，反映适用的立法变化的任何变更在必要的情况下可立即生效。

31.6 When the Company provides Written Notice of changes under paragraphs 33.2 and 31.3 it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until then.

公司向客户提供第 33.2 条和第 31.3 条项下变更的书面通知时，应说明生效日期。自生效日期起，客户应被视为接受变更，除非客户在该日之前通知公司其希望终止本协议以及不接受此等变更。在

这种情况下，客户除了支付直到那时之前提供服务的到期和应付成本之外，无需支付终止协议产生的任何费用。

- 31.7 Notwithstanding any other paragraph herein, the Company shall have the right to review its costs, fees, charges, commission, financing fees, swaps, trading conditions, execution rules, roll over policy and trading times, on the Company's Website and/or Platform, from time to time. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly.

尽管存在相关的任何其他条文，公司应有权不时审查公司网站和/或平台上的成本、费用、佣金、融资费用、掉期、交易条件、执行规则、展期政策和交易时间等。此等变更将在网站和/或平台上生效，客户应负责定期查看更新。

## 32. TERMINATION AND DEFAULT 终止和违约

- 32.1 The Client reserves the right to terminate the Agreement within 15 (fifteen) business days from the announcement of an amendment under paragraph 31.6 of this Agreement above, by sending a notification through registered post to the Company's registered office, provided that there are no Open Positions traded through the relevant trading account and the Client has no outstanding obligations to Company.

客户有权在公布根据本协议上文第 31.6 条的规定进行修订之日起的十五（15）个营业日内，公司向公司的注册办公室寄送挂号信的方式终止本协议，前提是客户没有使用相关的交易账户交易未平仓头寸并且客户对公司不负有未偿还债务。

- 32.2 The Client reserves the right to terminate the Agreement, for any reason, having given a seven (7) business days Written Notice by sending a notification through registered post to the Company's registered office, provided that there are no Open Positions traded through the relevant trading account and the client has no amounts due for payment to Company.

客户有权出于任何原因终止本协议，只需提前七（7）个营业日通过向公司的注册办公室寄送挂号

信的方式发送书面通知即可，前提是客户没有使用相关的交易账户交易未平仓头寸并且客户对公司没有未付的到期应付金额。

32.3 The Company may terminate the Agreement by giving the Client at least 7 (seven) business days Written Notice, specifying the termination date.

公司可终止本协议，只需至少提前七（7）个营业日书面通知客户并说明终止日期即可。

32.4 The Client accepts that Company reserves the right to terminate the Agreement immediately by providing the former with a Written Notice, if paragraph 20.5 above becomes effective.

客户承认，在上文第 20.5 条生效的情况下，公司有权立即终止本协议，只需书面通知客户即可。

32.5 The Company shall immediately terminate the Agreement, in the event of:

在出现以下情形时，公司应立即终止本协议：

(a) a violation of any part of the Agreement on behalf of the Client;

客户代表违反本协议的任何部分；

(b) the failure of the Client to perform any obligation due to the Company; 客户未能履行对公司

负有的任何义务；

(c) if an application is made in respect of the Client pursuant to the applicable bankruptcy Act of any Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

对于个人客户而言，如果已经根据任何管辖权的适用破产法为了客户申请破产；对于合作企业

客户而言，一个或多个合作伙伴已经申请破产；对于公司客户而言，已经指定接收人、受托人

、接管人或类似人员；或者客户已经与其债权人做出安排或达成清偿协议或客户已经开始进入

相似或类似于上文任意情形的任何法律程序。

- (d) the Client is unable to pay the Client's debts when they fall due;  
客户无力支付到期债务；
- (e) a Client involving the Company in any type of fraud;  
客户牵涉公司卷入任何类型的欺诈行为；
- (f) the Client being deemed to be creating and/or trying to create an arbitrage scenario; or  
客户被视为正在制造和/或试图创造套利场景；或者
- (g) the Client trading in such a way that may harm the Company's ability to have and/or to provide an effective service;  
客户交易的方式可能会损害公司拥有和/或提供高效服务的能力；
- (h) the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;  
客户（如果是个人客户）去世、宣布失踪或变得精神失常；
- (i) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 32.7;  
公司合理认为其有必要或值得采取第 32.7 条规定的任何行为的任何其他情形；
- (j) the Client involves the Company in any type of fraud or illegality or the Company is placed at risk of being involved in any type of fraud or illegality if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing;  
客户牵涉公司卷入任何类型的欺诈或非法行为，或者公司如果继续向客户提供服务就面临卷入任何类型的欺诈或非法行为的风险，即使这不是由于客户的不正当行为造成的；
- (k) in cases of material violation by the Client of the requirements established by the applicable law in such countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company;  
如果客户实质违反了对客户或其交易活动拥有管辖权的国家/地区的适用法律规定的要求（此等实质性由公司在诚信的基础上确定）；
- (l) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities;  
如果公司察觉用户涉嫌从事洗钱活动、恐怖分子融资、信用卡欺诈或其他犯罪活动；

(m) the Company reasonably suspects that the Client performed a prohibited action as set out in this Agreement;

公司合理察觉客户涉嫌实施本协议规定的禁止行为的；

(n) the Company reasonably suspects that the Client performed abusive trading such as, but not limited to, Snipping, Scalping, Pip-hunting, placing “buy stop” or “sell stop” Orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds;

公司合理察觉客户涉嫌执行违规交易，例如但不限于非常划算的交易、抽头转卖、点子搜索、在公布财务数据之前下“止损买单”或“止损卖单”、套利、操纵或结合较快/较慢供给；

(o) the Company reasonably suspects that the Client opened the Client Account fraudulently; or  
公司合理察觉客户涉嫌欺诈性地开设客户账户；或者

(p) the Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

公司合理察觉客户涉嫌伪造或使用盗取的银行卡为客户账户注资。

32.6 A termination of the Agreement shall not imply that any of the Client’s responsibilities cease to exist; the latter shall still be liable to pay to the Company:

本协议的终止并不暗示着客户的责任不复存在，客户仍然应当向公司支付：

(a) Any amount that is due to Company;

应付给公司的任何金额；

(b) Any expenses that are incurred by Company, as a result of the termination of the Agreement;  
and

由于终止本协议使公司遭受的任何费用；以及

(c) Any damage that has arisen because of an arrangement settlement.

由于安排结算导致出现的任何损害赔偿。

32.7 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

如果发生违约事件，公司可自行决定在不事先书面通知的情况下，在任何时刻采取下列行动中的一项或多项：

- (a) terminate this Agreement immediately without prior notice to the Client;  
立即终止本协议，无需提前通知客户；
- (b) cancel any Open Positions;  
取消任何未平仓头寸；
- (c) temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s);  
暂时或永久禁止客户访问平台，或者暂停、禁止平台的任何功能；
- (d) reject or decline or refuse to transmit or execute any Order of the Client;  
排斥、拒收或拒绝传送或执行客户的任何订单；
- (e) restrict the Client's trading activity;  
限制客户的交易活动；
- (f) in the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country;  
在发生欺诈行为的情况下，将资金返回至真正的所有者或听从有关国家/地区执法当局的指示  
；
- (g) cancel of profits gained through abusive trading or the application of artificial intelligence in the Client Account; or  
取消违规交易获得的或在客户账户中应用人工智能所获得的利润；或者
- (h) take legal action for any losses suffered by the Company.  
针对公司遭受的任何损失采取法律行动。

32.8 Upon termination of the Agreement the Company shall immediately transfer to the Client any amount available in the relevant trading account minus any outstanding amount that is due to the Company by the Client.

在本协议终止后，公司应立即将相关交易账户中的可用金额减去客户应付给公司但未付的任何金额后，将余额转账给客户。

32.9 If paragraph 32.5 above, becomes effective, the Company reserves the right to reverse any transactions that are deemed to be contrary to the Company's interests.

如果上文第 32.5 条生效，公司有权撤销其认为有悖于公司利益的任何交易。

32.10 Once notice of termination of this Agreement is sent and before the termination date:

在发出本协议的终止通知之后以及在终止日期之前：

(a) the Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;

客户有义务平仓所有未平仓头寸。如果客户未能平仓，在本协议终止后，公司将代为强行平仓

；

(b) the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);

公司有权结束对客户访问平台的授权，或者限制客户允许使用的平台功能；

(c) the Company will be entitled to refuse to accept new Orders from the Client;

公司有权拒收客户发出的新订单；

(d) the Company will be entitled to refuse to the Client to withdraw money from the

(e) Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

公司应有权拒绝客户从客户账户中划出资金，公司有权保留足以平仓已经开仓头寸和/或支付客户在本协议项下的待付债务所必需的客户资金。

32.11 Upon Termination any or all the following may apply:

本协议终止后，以下任何或所有均可能适用：

(a) the Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;

公司有权整合客户的任何账户，合并此等客户账户中的余额并抵消此等余额；

(b) the Company has the right to close the Client Account(s);

公司有权注销客户账户；

(c) the Company has the right to convert any currency;

公司有权兑换任何货币；

(d) the Company has the right to close out the Client's Open Positions; or

公司有权抛售客户的未平仓头寸；或者

(e) in absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Orders to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect thirty party payments.

在客户不存在非法活动、涉嫌非法活动、欺诈行为，以及不存在有关部门的指示的情况下，如果客户名下尚有余额，公司应在合理可行时尽快向客户支付此等余额（在扣缴了公司有绝对酌情决定权认为适合支付未来债务的金额之后），并向客户提供显示如何得到余额的对账单。在适当情况下，公司可指示任何指定人或/和托管人也支付任何适用的金额。此等资金应按照客户订单支付给客户。双方理解，公司将只向客户名下的账户支付款项。公司有权自行决定拒绝向第三方支付款项。

### 33. SPECIFICATION OF LIABILITY 责任规范

33.1 The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to the following



situation/circumstances:

对于包括但不限于以下情况/情形直接或间接产生的或与之相关的客户的任何损失、损害、开支或亏损，公司不承担责任：

(a) Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects;

平台操作出错、出现故障、中断或断连；客户终端造成的任何延迟或通过客户终端成交的交易；任何技术问题、系统故障和不正常工作；通信线路故障、设备或软件故障或不正常工作；系统访问问题、系统容量问题、互联网流量需求高、安全漏洞、未经授权的访问以及其他类似的计算机问题和缺陷；

(b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;

由于不可抗力事件或控制之外的任何其他事件造成公司未能履行其在本协议项下的部分义务；

(c) The acts, omissions or negligence of any third party;

任何第三方的作为、不作为或过失；

(d) Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;

如果任何人获得公司分发给客户的访问数据，在客户向公司报告其访问数据存在滥用情况之前；

(e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

双方或任何第三方通过互联网、其他网络通信设备、邮政、电话或任何其他电子方式传送信息

(包括电子地址、电子通信、个人资料、访问数据和客户账号)时被未经授权的第三人获得；

(f) Any of the risks of the Risks Disclosure Policy;

出现“风险披露政策”中的任何风险；

(g) Currency risk;

货币风险；

(h) Any changes in the rates of tax;

税率出现任何变化；

(i) The occurrence of Slippage;

出现滑点；

(j) The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders;

客户依赖于“追踪止损”、“专家顾问”和“止损订单”等功能；

(k) Under abnormal Market Conditions;

在异常的市场条件下；

(l) Any actions or representations of the Introducer;

介绍人的任何行为或承诺；

(m) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative;

客户和/或其授权代表的任何作为或不作为（包括过失和欺诈）；

(n) For the Client's or his Authorized Representative's trading decisions;

客户或其授权代表指示的交易决策；

(o) All Orders given through and under the Client's Access Data;

通过客户访问数据并在客户访问数据下产生的所有订单；

(p) The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s);

在使用平台的情况下，任何通信传播的内容正确性、准确性和完整性；

(q) As a result of the Client engaging in Social Trading;

客户参与社会交易的结果；

(r) The solvency, acts or omissions of any third party referred to in paragraph 21.6 of this Agreement;

本协议中第 21.6 条所述任何第三方的偿付能力、作为或不作为；

(s) A situation of paragraph 21.7 of this Client Agreement arises.

出现本协议中第 21.7 条列出的情况。

### 34. FORCE MAJEURE 不可抗力

34.1 The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil, commotion, labour dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Company and the Client or any third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a “**Force Majeure Event**”).

在公司与客户或任何第三方之间偶然发生任何天灾、火灾、战争、民众骚乱、劳动争议以及政府、国家、政府机构、超国家团体或当局或任何投资交易所和/或清算所的任何行动、不管出于任何原因不能与做市商沟通、任何计算机处理系统出现故障、通信设施出现任何性质的其他损坏或故障或由于任何其他我们控制之外的原因（无论是否实物上与上述任何一种类似）（以下统称为“**不可抗力事件**”），使得公司不能全部或部分地执行、中断或延迟执行本协议，从而给客户带来任何损失或损害，对此，公司不应视为违反本协议的规定，无需承担法律责任或赔偿责任。

34.2 The Client acknowledges and agree that Company may in its reasonable opinion, determine that a Force Majeure Event exists or is about to occur (as the case may be) and that the Company will inform the Client as soon as it is reasonable practicable if it so determines.

客户承认并同意，公司可依据自己合理的意见推断存在或即将发生不可抗力事件（视情况而定），如果公司确定了存在性，应在合理可行的情况下尽快通知客户。

34.3 If Company determines that a Force Majeure Event exists or is about to occur then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take such action as it deems necessary or appropriate in the circumstances and neither Company, nor any of its directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing its obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

如果公司推断存在或即将发生不可抗力事件，其可（在不损害其在本协议项下的任何其他权利的前提下，自行酌情决定）采取在这种情况下自认为必要或适当的行动。公司未能、妨碍或延迟履行其在本协议项下义务或按照本小条的规定采取或不采取任何行动，在此情况下，公司自身及其任何董事、高级职员、员工、代理人或顾问均不承担法律责任。



### 35. GOVERNING LAW 管辖法律

35.1 The Client accepts that the Agreement and any investment and/or ancillary services provided under it by the Company shall be governed by the law of the Republic of Marshall Islands.

客户接受，本协议和公司根据本协议提供的任何投资和/或辅助服务应根据马绍尔群岛共和国的法律管辖。

### 36.ADEQUACY OF DAMAGES 损害赔偿的适当性

36.1 Without prejudice to any right to claim for damages arising pursuant to this Agreement or applicable law, each Party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

在不损害按照本协议或适用的法律规定有权要求损害赔偿的前提下，各方承认，违反本协议的条款可能会给另一方造成不可挽回的伤害和损害，因此，在违约的情况下，任何一方除了按照适用的法律或衡平法的规定享受任何其他权利和补救措施外，还可责令进行禁令性诉讼程序。

### 37.EXPERIENCE AND KNOWLEDGE IN FINANCIAL MATTERS 财经事务经验和知识

37.1 The Company's Trading Platform is available only to, and may only be used by Persons who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of accessing and/or using our trading Platform and entering into Transactions and Contracts via our Trading Platform and who have done so without relying on any information contained on, or in our Trading Platform and/or otherwise provided by us in relation thereto.

公司交易平台只面向以及只供具有充足的财经事务经验和知识的人士使用。这样的人士能够评估访问和/或使用我们交易平台的优点和风险，并能通过我们的交易平台缔结交易与合约，并且在此过程中，无需依赖于我们交易平台中包含或展示的任何信息和/或我们以其他方式提供的与此相关的信息。

37.2 In accordance with the foregoing the Client hereby represents, warrants and covenants without prejudice to any other representations, warranties and/or covenants made under this Agreement:

按照上述规定，在不损害客户在本协议项下做出的任何其他陈述、保证和/或立约承诺的前提下，客户特此陈述、保证和立约承诺：

(a) that the Client has appropriate and sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of entering into Transactions and or/ Contracts via Company's Trading Platform;

客户拥有充足的财经事务经验和知识，能够评估通过公司交易平台缔结交易与合约的优点和风险；

(b) that the Client has done so without relying on any information contained on or in Company's Trading Platform and/or provided by Company in relation thereto;

在此过程中，客户无需依赖于公司交易平台中包含或展示的任何信息和/或公司以其他方式提供的与此相关的信息；

(c) that the Client acts as Principal and sole beneficial owner (but NOT as trustee) in entering into this Agreement and/or any Transactions and/or Contracts via Trading Platform;

签署本协议和/或通过交易平台缔结任何交易和/或合约时，客户担任的角色是委托人和唯一的实益拥有人（而非受托人）；

(d) that, regardless of any subsequent determination of the contrary trading in financial contracts, Transactions and/or Contracts via Company's Trading Platform (and in such other investments as we may from time to time agree) is appropriate for the Client and the Client is aware of all risks involved in such Transactions and/or Contracts;

无论后续是否在金融合约或通过公司交易平台达成的交易和/或合约（以及我们可能不时同意的其他此类投资）中确定相反方向的交易，均是适合客户的，并且客户知道此等交易和/或合约隐含的所有风险；

(e) that the Client is willing and financially able to sustain a total loss of funds resulting from any Transactions and/or Contracts entered into via the Trading Platform.

客户愿意承担并且在经济上能够承担通过交易平台缔结的任何交易和/或合约带来的资金全额损失。

- 37.3 Without prejudice to any of the foregoing, Company shall not be responsible for verifying and/or checking whether the Client has sufficient knowledge and/or experience for accessing and/or using Company's Trading Platform and/ or entering into financial contracts via Company's Trading Platform, nor shall Company not be responsible for any damages and/or losses incurred by you as a result of insufficient knowledge and/or experience. IF YOU DO NOT QUALIFY, PLEASE DO NOT ACCESS AND/OR USE THE COMPANY'S ONLINE TRADING PLATFORM AND INFORM US IN WRITING IMMEDIATELY.

在不损害上述任何规定的前提下，公司不负责验证和/或审查客户是否具有访问和/或使用公司交易平台和/或通过公司交易平台缔结金融合约的充分知识和/或经验，此外，由于知识和/或经验不足造成的任何损害和/或损失，公司也不负责赔偿。如果您不符合要求，切勿访问和/或使用公司的在线交易平台，请立即书面通知我们。

- 37.4 Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate, unless the Client has informed the Company of such changes.

凡是客户或潜在客户选择不提供其知识和经验的相关信息，或者提供的相关信息不足，公司将无法确定服务或金融工具是否适合客户。公司假定客户提供的有关其知识和经验的信息是准确、完整的。

在此等信息不完整、具有误导性、变化或变得不准确的情况下，公司不对客户负责，除非客户通知了公司此等变化。

### 38. TRADE CONFIRMATIONS 交易确认

38.1 The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information.

公司应向客户提供有关其订单的充足报道。为此，公司应授权客户通过使用平台在线访问其客户数据，其中为客户提供了充分信息。

38.2 If the Client has a reason to believe that the Confirmation is wrong or if the Client does not receive any Confirmation when he should, the Client shall contact the Company within 10 (ten) Business Days from the date the Company of the Order was sent or ought to have been sent (in the event that a Confirmation was not sent). If the Client expresses no objections during this term the Company should not be held responsible for any breach of its obligations.

如果客户有理由相信确认是错误的或者如果客户未能如期收到任何确认，客户应在公司发出或应该发出（在未发出确认的情况下）确认之日起的 10（十）个营业日内联系公司。如果客户未在此期间提出异议，公司无需为违反任何义务而承担责任。

### 39. COMMUNICATIONS AND WRITTEN NOTICES 通信和书面通知

39.1 Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Company by the Client under the Agreement shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post or airmail or commercial courier service and shall be deemed delivered only when actually received by the Company at:

除非本协议明确列明相反规定，客户按照本协议的规定向公司发送的任何通知、请求或其他通信应发送至公司的以下地址（或公司可能不时为此目的向客户明确的任何其他地址）。客户可采用电子邮件、传真、邮政或航空邮件、商业快递服务方式发送此等通信，仅在公司实际收到后方可视为送达：



Address: Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands

MH96960 地址：Trust Company Complex , Ajeltake Road , Ajeltake Island , Majuro ,

马绍尔群岛，邮编：MH96960

Fax 传真: +44872 110 6090

Email 电子邮箱: info@Fomifx.com

39.2 In order to communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, facsimile transmission, telephone, post, commercial courier service, air mail or the Company's Website.

客户可采用下列任一方式与客户沟通：电子邮件、平台的内部邮件、传真传送、电话、邮政、商业快递服务、航空邮件或公司的网站。

39.3 The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, facsimile transmission, post, commercial courier service, air mail or the Company's Website.

以下沟通方式视为公司向客户发送的书面通知：电子邮件、平台的内部邮件、传真传送、邮政、商业快递服务、航空邮件或公司的网站。

39.4 The following methods of communication are considered as Written Notice from the Client to the Company: email, facsimile transmission, post, commercial courier service or air mail or commercial courier.

以下沟通方式视为客户向公司发送的书面通知：电子邮件、传真传送、邮政、商业快递服务、航空邮件或商业快递。

39.5 Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:

在以下情况下，送往客户的任何通信（文档、通知、确认、对账单、报告等）视为送达：

- (a) if sent by email, within one hour after emailing it and provided the email has left from the Company's outlook;  
采用电子邮件发送的，在邮件已通过公司的 outlook 电邮系统发出后一个小时内；
- (b) if sent by the Platform's internal mail, immediately after sending it;  
采用平台的内部邮件发送的，发出后即刻；
- (c) if sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine;  
采用传真传送的，发送方收到传真机确认对方传真机收到信息的传送回执报告后；
- (d) if sent by telephone, once the telephone conversation has been finished;  
采用电话发送的，电话交谈结束后即刻；
- (e) if sent by post, seven calendar days after posting it;  
采用邮寄方式发送的，寄出后 7 个自然日；
- (f) if sent via commercial courier service, at the date of signing of the document on receipt of such notice;  
采用商业快递服务方式发送的，在收到文件签收回执的当天；
- (g) if sent by air mail, 8 (eight) Business Days after the date of their dispatch; or  
采用航空邮件发送的，派出之日起的 8 (八) 个营业日；或者
- (h) if posted on the Company Webpage, within one hour after it has been posted.  
采用公司网页中帖子方式的，在发帖后的一个小时；

39.6 In order to communicate with the Client the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

为了与客户沟通，公司将使用客户开设客户账户当时提供的或之后更新的联系方式。因此，在联系方式发生任何变化时，客户有义务立即通知公司。

39.7 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

公司可能会电子化扫描收到的传真文件并复制扫描件，此等扫描件和复印件应构成传真指令确凿的证据。

39.8 The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.

在正常的工作时间内，客户可拨打公司电话。公司可能会在正常工作时间以外联系客户。

#### 40. SEVERANCE 可分割性

40.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of this agreement.

如果本协议的任何规定或规定的部分内容是或变得无效、非法或不可执行，则应视为进行了使其有效、合法或可执行所必要的最低程度的修改。如果无法进行此等修改，则相关规定或规定的部分内容应视为删除。按照本条规定修改或修改某一规定或规定的任何部分不得影响本协议其余部分的有效性和可执行性。

#### 41. ASSIGNMENT, AUTHORISED REPRESENTATIVE AND INTRODUCER 转让、授权代表和介绍人

41.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing ten Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

公司可随时向第三方出售、转让、让与或替代其在本协议项下的任何或全部权利、利益或义务或对整体协议的履行，只需提前十个营业日书面通知客户即可。在以下（但不限于）情形下，可能发生

此等转让：公司与第三方合并或由第三方收购、公司重组、公司清盘、公司向第三方出售或转让全部或部分业务或资产。

41.2 It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 41.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing ten Business Days prior Written Notice to the Client.

双方同意并理解，在出现上文第 41.1 条所述的转让、让与或替代的情况下，公司有权按照要求披露和/或转移全部客户信息（包括但不限于个人资料、录音、信函、尽职调查、客户身份信息文档、文件和账簿、客户交易历史）、转让客户账户和客户资金，但必须提前十个营业日书面通知客户。

41.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

客户不得转让、分配、承担、代替或以其他方式转让或声称转让其在本协议项下的权利或义务。

41.4 The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company fulfilling all of the Company specifications for this.

在某些情况下，公司可接受客户的授权代表代客户向公司下订单或处理客户账户或本协议相关的任何其他事项，但前提是客户书面通知了公司有关该授权代表的任命，并且该授权代表通过公司的审批并符合公司在此方面的所有规范。

41.5 Unless the Company receives a written notification from the Client for the termination of the authorisation of Authorized Representative, the Company, without prejudice to paragraph 43.6 herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and committing to him.

除非公司收到客户终止授权代表的授权的相关通知，公司在不损害下文第 43.6 条规定的前提下，有权继续接受授权代表以客户名义发出的客户账户相关的订单和/或其他指示，客户应承认此等订单的有效性及其约束力。

- 41.6 The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least 5 days' notice prior the termination of the authorization date.

公司须在授权终止日期之前至少五天收到客户终止授权代表的授权相关的书面通知。

- 41.7 The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

在出现以下任一情形时，公司有权（而不是对客户的义务）拒绝接受授权代表发出的与客户账户相关的订单和/或其他指示：

- (a) if the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;

如果公司合理察觉授权代表涉嫌未经合法允许或适当授权担任授权代表；

- (b) an Event of Default occurred;

出现违约事件；

- (c) in order for the Company to ensure compliance with the relevant market rules and or practices or other applicable laws;

公司为了确保符合相关的市场规则和/或惯例或其他适用法律；

- (d) in order to protect the interest of the Client

为了保护客户的利益。

- 41.8 In cases where the Client is introduced to the Company through a third person such as a business introducer or associate or affiliate (the "Introducer"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the

Company is not bound by any separate agreements entered into between the Client and the Introducer.

如果客户是由业务介绍人或合伙人或关联公司（以下简称“**介绍人**”）介绍的，客户承认，公司不对介绍人的行为和/或陈述负责或承担责任，此外，客户和介绍人签订的单独协议对公司不具约束力。

- 41.9 The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

客户承认并确认，由于公司可能有义务向介绍人支付佣金或费用，客户与介绍人达成的协议或建立的关系可能会产生额外的成本。

## 42. MISCELLANEOUS 其他条款

- 42.1 The Client accepts that all orders executed by the Company shall be conclusive and binding. The Client has 2 (two) business days, from the execution of an order, to dispute the execution (i) price, (ii) cost, (iii) speed, and (iv) method such dispute needs to be communicated to the Company in writing.

客户承认，公司执行的所有订单应是决定性的，具有约束力。客户可在订单执行之日起的两（2）个营业日内书面向公司提出对执行的以下方面的异议：（i）价格；（ii）成本；（iii）速度；（iv）方式。

- 42.2 Unless specifically agreed otherwise, the Client accepts that the Company is under no obligation to provide electronic, or other, confirmation in relation to financial instruments traded through the Client's trading account.

除非另有特别约定，客户接受公司没有义务提供通过客户交易账户交易的金融工具相关的电子化或其他方式的确认。

- 42.3 The Client shall regularly consult the 'Help' menus, User Guides or any other manuals of the trading platform(s); if a conflict arises the Agreement shall prevail unless Company determines, in

its sole discretion, otherwise.

客户应定期查阅交易平台的“帮助”菜单、用户指南或任何其他手册；如果出现任何冲突，应以本协议为准，除非公司全权自行决定以其他方式为准。



## Appendix 1 附件 1

### CFD TRADING TERMS 差价合约交易条款

#### 1. Scope 适用范围

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.  
本附件仅适用于交易差价合约金融工具的客户。

#### 2. Types of CFD Orders 差价合约的订单类型

2.1. The following CFD Orders may be given by the Client:

客户可下发以下差价合约订单：

- (a) Buy 买单
- (b) Sell 卖单
- (c) Sell Limit, Sell Stop 限价卖单、止损卖单
- (d) Buy Limit, Buy Stop 限价买单、止损买单
- (e) Take Profit, Stop Loss 获利订单、止损订单
- (f) Any other Orders available on the Platform. 平台中提供的任何其他订单。

#### 3. Placing, Cancelling or Removing Orders and Execution of Client Orders 下单、撤单或删除订单

##### 和执行客户订单

3.1. It is understood that additional terms, conditions, requirements, functionalities and limitations may apply for CFD trading which are available on each Platform the Client agrees that he is bound by them, and the Company has the right to change these without any prior notice to the Client; therefore the Client agrees to check for such changes before placing a new CFD Order. In addition CFD Orders are placed and executed in accordance to the Contract Specifications, the Financing Charges, the Rollover Policy  
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and the Trading Hours, available on the Website, and the Company has the right to change these without any prior notice to the Client; therefore the Client agrees to check for such changes on the Company's Website before placing a new CFD Order.

双方理解，各平台提供的附加条款、条件、要求、功能和限制可能适用于差价合约交易，客户同意遵守此等条款条件等。公司有权变更此等条款条件，无需事先通知客户。因此，客户同意，在下新的差价合约订单之前查看此等变更。此外，差价合约订单是按照网站中提供的合约规范、融资收费、展期政策、交易时间进行下单和执行的。公司有权变更此等规定，无需事先通知客户。因此，客户同意，在公司的网站中下新的差价合约订单之前查看此等变更。

3.2. Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each CFD appearing on the Company's Website, as amended from the Company from time to time. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled. All open spot positions will be rolled over to the next business day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

在公司不时改进的公司网站中列出的差价合约可在交易时间内下单、执行和（如果允许）更改或删除。尚未执行的挂单应在下一个交易期内保持有效（如适用）。由于填补容量不足而无法执行的市价订单不再有效，将被撤单。所有未平仓的现货头寸在相关基础市场收盘后会展期到下一营业日，但公司可以对未平仓的现货头寸强行平仓。任何未平仓的远期头寸在相关周期到期后会展期到下一相关周期，但公司可以对未平仓的远期头寸强行平仓。

3.3. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Account Equity reaches zero.

订单根据客户指定的下单类型和时间生效。在未指定有效期的情况下，订单将无限期地有效。但是，在客户账户资产净额达到零时，公司可能会删除一个或多个挂单。

3.4. Orders cannot be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol).

入市后的订单不得更改或删除。即使已经入市交易，也可以更改止损和套利订单，只要其比特定水平高出一定距离即可（取决于交易代码）。

3.5. The Client may change the expiration date of pending Orders or delete or modify a Pending Order before it is executed.

客户可以更改执行前的挂单的有效期、删除或修改挂单。

3.6. The Company shall receive and transmit for execution all Orders given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order.

公司应严格按照客户给出订单的期限接收所有订单并发出执行。公司将不负责检查任何订单的准确性。

3.7. Orders are executed as follows:

订单将采用以下方式执行：

(a) Take Profit (T/P) Orders are executed at stated prices.

获利（T/P）订单按照规定价格执行。

(b) Stop Loss (S/L) Orders are executed at stated prices, depending on the market opening prices.

止损（S/L）订单将按照规定价格执行，取决于开盘价。

(c) Stop Loss (S/L) Orders set for lock positions are executed at first market prices-at first price the Company obtains.

锁仓的止损（S/L）订单将按照公司获得的首个有效市场价格执行。

(d) Buy Stop and Sell Stop Orders for position opening are executed at first market prices- opening at the price the Company obtains.

开仓的止损买单和止损卖单将按照公司获得的首个有效开盘价执行。

3.8. During the course of this Agreement in relation to all individual CFD trading the Company will receive the Client Orders and transmit them for execution to a third party which will be the execution venue and counterparty in the CFD. A list of the Company's execution venues is available on the Website. The Company will not be the counterparty in a CFD.

在本协议有效期内，就所有单个差价合约而言，公司将接收客户订单，并将订单传送至交易场所和差价合约交易对方等第三方执行订单。有关公司的交易场所列表，请参见网站。公司不是差价合约的交易对方。

3.9. The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.

除非本协议另有约定，公司没有义务监控或告知客户任何交易的状态，不得抛售客户任何未平仓的头寸。

公司这样的行为是建立在自由决定基础之上的，不得视为要继续承担的义务。

3.10. It is the Client's responsibility to be aware of his positions at all times.

随时关注自己的头寸是客户的责任。



#### **4. Quotes 报价**

4.1. In the event that the Company is unable to proceed with an Order with regard to price or size or other reason, the Company will send a re-quote to the Client with the price it is willing to deal.

在公司无法按照价格或规模或由于其他原因无法继续处理订单时，公司会将愿意交易的价格重新报给客户。

4.2. The Quotes appearing on the Client's terminal are live. However if there's high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for price but he will get the first price that will be in the market.

客户终端中显示的报价是实时的。但是，在基础市场具有高度波动性的情况下，订单的执行价格可能会随着执行时间发生变化。此外，客户可以索取价格，但其获得的是市场中出现的首个有效价格。

4.3. The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

公司提供的报价综合考虑了标的资产的价格，但这并不意味着报价是在标的资产价格特定的百分比之内。

相关的基础市场收盘之后，公司提供的报价反映的是公司认为的相关标的资产当前的买方出价和卖方报价。

客户承认，此类报价将由公司全权自由决定。

#### **5. Financing Charges, Contract Specifications, Rollover Policy and Trading Hours 融资收费、合约**

##### **规范、展期政策和交易时间**

5.1. All CFDs available with the Company will have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

公司提供的所有差价合约需缴付日常融资收费。不同类型的差价合约的融资收费请参见合约规范。

#### **6. Swaps 掉期**

6.1. Company will display on the Company web page the terms, when swap points are calculated.

公司网页中显示了核算掉期点数时的条款。

## **7. Lots 手数**

7.1. The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

(1) 标准手规模是各差价合约的指定衡量单位。公司可自行决定提供标准手、微型交易手和迷你手；具体请参见公司不时在“合约说明书”和公司网站中明确提供的。

## **8. Trailing Stop, Expert Advisor and Stop Loss Orders 追踪止损、专家顾问和止损订单**

8.1. The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

客户同意，使用客户交易终端的附加功能，如追踪止损（Trailing Stop）和/或专家顾问（Expert Advisor）等进行的交易操作，是直接依赖于客户使用的交易终端的，由客户全权负责执行，公司对此概不负责。

8.2. The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

客户同意，下发的止损订单不一定会实现将损失限制在预期金额的目的，这是因为市场条件使得可能无法按照规定价格执行订单造成的，对此，公司概不负责。

## **9. Margin Requirements 保证金要求**

9.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.

公司应提供并始终保持首期保证金和/或对冲保证金处于公司可能随时根据每种类型的差价合约的“合约说明书”全权确定的限额内。

9.2. It is the Client's responsibility to ensure that he understands how a Margin is calculated.

客户有责任确保自身明白保证金的计算方式。

9.3. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client ten Business Days Written Notice prior to these amendments. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

除非发生不可抗力事件，公司有权变更保证金要求，但须提前十个营业日书面通知客户。在这种情况下，公司有权对新头寸和已经开仓的头寸实行新的保证金要求。

9.4. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

如果发生不可抗力事件，公司有权变更保证金要求，无需提前通知客户。在这种情况下，公司有权对新头寸和已经开仓的头寸实行新的保证金要求。

9.5. The Company has the right to close and or limit the size of Client open positions (New or Gross) and to refuse Client orders to establish new positions in any of the following cases:

公司有权对客户的未平仓头寸（新头寸或总头寸）实行平仓或限制规模操作。在以下情况下，公司有权拒绝客户建新仓的订单：

(a) The Company considers that there are abnormal trading conditions.

公司认为存在异常的交易条件。

(b) The value of Client collateral falls below the minimum margin requirement.

客户的抵押品价值低于最低保证金要求。

(c) At any time equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.

在任何时候，资产净额（包括未平仓头寸的当前余额）小于等于保持未平仓头寸所需的保证金（抵押品）的指定百分比。

(d) The Company makes a Margin Call and the Client fails to meet it.

公司发出追加保证金通知但客户未能实施。

(e) In an Event of Default of the Client.

客户出现违约事件。

9.6. The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

如果客户认为自己在追加保证金通知要求的付款到期时无力支付保证金，客户有责任尽快通知公司。

9.7. When a Margin Call is made, the client will be offered with all or any of the three options to deal with the situation:

在发出追加保证金通知时，向客户提供以下三个选项中的一项或多项供其选择用于处理情况：

(a) limit his exposure (close trades); or

限制其敞口（关闭交易）；或者

(b) hedge his positions (open counter positions to the ones he has right now) while reevaluating the situation; or

对冲其头寸（对现有头寸相反方向的头寸开仓）同时重新评估形势；或者

(c) deposit more money in his Client Account.

在客户账户中存入更多资金。

9.8. If a client fails to meet a Margin Call and the market works against him his positions will be closed at Stop Out level of 100% and the Company has the right to refuse a new Order.

如果客户未能满足追加保证金通知的要求，并且市场对其不利，其头寸将在 100% 的止损离场水平予以平仓，公司有权拒绝新单。

9.9. Margin must be paid in monetary funds in the Currency of the Client Account.

保证金必须采用货币资金的方式支付，其货币与客户账户的计价货币相同。

9.10. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

客户承诺，在保证金中未曾创立或拥有任何形式的未偿还担保利益，也未同意让与或转让已经转账给公司的保证金的任何部分。

## 10. **Benefits 福利**

The Company shall have the right from time to time to provide its Clients with various bonuses, promotions and trading benefits (hereinafter all together the "Benefits"). Additional terms and conditions

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may apply for the Benefits each time.

公司有权不时向客户提供各种赠金、促销和交易福利（以下统称为“福利”）。每次，福利可能会受到其他条款和条件的规范。

**SIGNATURES 签字**

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FOMI TRADING TECHNOLOGY LTD

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Name 姓名:

Name 姓名:

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Position 职位:

Position 职位:

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