



GMO-Z.com Trade Limited
技慕环球通金融有限公司

Customer Agreement

客户协议

生效日期： 2017 年 7 月 17 日

版本 1.0

Transactions Act of 2015), 协议无需签署亦具有与一般已签署协议相同的司法权力及权利。客户特此确认本协议及其所有条款和条件对其具有法律约束力, 违反本协议的任何条款和条件将引起可能的法律行动。

As this Agreement is a distance contract, it is amongst others, governed by International Business Companies (Amendment and Consolidation) Act of 2007, the Electronic Evidence Act of 2004 and the Electronic Transactions Act of 2015, under which signing the Agreement is not required and the Agreement has the same judicial power and rights as a regular signed one. The Client hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions.

2 客户接受政策和类别

CLIENT ACCEPTANCE POLICY AND CATEGORIZATION

2.1 潜在客户需要理解及明白, 我们没有义务或必要按照任何适用的法律、法规接受任何潜在客户作为我们的客户。如果有合理理由让我们认为该潜在客户可能会给我们带来风险, 或者, 如果接受该潜在客户将违背我们的客户接受政策, 我们有权拒绝接受和/或驳回潜在客户作为我们的客户。请注意, 我们没有义务提供任何不接受潜在客户作为我们的客户的理由。

The prospective client acknowledges and understands that we are not obliged and/or required under any applicable laws or regulations to accept any prospective client as our Client. We have the right to decline and/or refuse to accept a prospective client as our Client, if it reasonably believes that the prospective client might pose a risk to us and/or if accepting such a prospective client shall be against our Client Acceptance Policy. It should be noted that we are under no obligation to provide any reason for not accepting a prospective client as our Client.

2.2 潜在客户需要理解及明白, 直到其提供了所有要求并有效的文件给我们为止, 我们有权拒绝激活帐户、不接受任何潜在客户的任何款项、或拒绝提款请求。如果未通过所有内部审查, 包括但不限于反洗钱审查、自动交换税务资料的合理性测试、和适宜性测试, 潜在客户尚未成为 Z.com 的客户。

The prospective client acknowledges and understands that we have the right to refuse to activate an account, shall not accept any money from any prospective client and/or refuse the withdrawal request until all documents requested, which are valid, have been provided to us. The prospective client shall not yet be considered as a Client of Z.com if all internal checks, including without limitation to anti-money laundering checks, automatic tax information exchange reasonableness test and the appropriateness tests have not been duly satisfied.

2.3 我们在本协议生效期间及/或在与客户维持业务关系内任何时间都有权要求客户提供额外的文件或信息。如果客户不能提供此类额外的文件或信息, 本公司可以根据协议第 28 条自行决定终止与客户的业务关系。

We have the right to request for additional documentation and/or information from the Client at any time throughout the term of this Agreement and/or the business relationship with the Client. Should the Client not provide such additional documentation and/or information the Company may at its own discretion terminate its business relationship with the Client in accordance with Clause 28 of the Agreement.

- 2.4 除非经过书面确认，您将被视为零售客户（与专业客户或合资格交易对手相对）。Unless otherwise confirmed to you in writing, we shall treat you as a Retail Client (as opposed to a Professional Client or an Eligible Counterparty).

3 我们的服务和工具

OUR SERVICES AND INSTRUMENTS

- 3.1 我们通过不同的平台（该“平台”）提供不同类型的金融产品交易服务（该“产品”）。网站包含有关我们提供交易的金融产品的重要信息。在交易金融产品前先熟悉这些信息条款是非常重要的。
We provide trading services in different types of financial instruments/products (the “Product”) though different platforms (the “Platform”). The Website contains important information regarding the particular financial instruments we offer to trade. It is important that you familiarize yourself with these information terms before you commence trading in any financial instrument.
- 3.2 我们提供每个产品的资料（即期外汇合约、差价合约、商品交易及其他金融产品），包括但不限于：
We provide information on each Product we offer to trade (spot foreign exchange contracts, contracts for differences, commodities trading and any other financial products), including but not limited to:
- 保证金因素
Margin Factors
 - 订单大小
Order Sizes
 - 持仓限制
Position Limits
 - 交易时间
Trading Hours
 - 点差
Spreads
 - 过夜利息
Rollovers

我们保留对这些资料进行修改的权利，您应该确保在交易这类产品时已通读我们网站上公布的这些资料，尤其是在向我们发出订单的前后。

We reserves the right to amend at discretion all such information and such amendments will be available on the Website which you must review during the period you are dealing with us and especially before and after placing any orders to us.

- 3.3 您承认我们代表您执行的任何订单都不意味着我们已经批准或推荐这项交易或产品。我们只提供订单执行服务，不提供意见。

You acknowledge that our execution of any order on your behalf does not in any way imply that we have approved or recommended that transaction or Product. We offer a non-advisory, execution-only dealing service.

- 3.4 我们保留在不论有或没有通知的前提下，暂时或永久更改、暂停或终止所有或任何我们的交易服务/产品（全部或部分）的权利。您同意我们将不会因为任何有关我们交易服务的更改、暂停或终止对您或任何第三方（您所代表的人或机构）承担任何责任或义务。

We reserve the right to modify, suspend or discontinue, temporarily or permanently, all or any of our trading services/Products (in whole or in part) with or without notice. You agree that we will not be responsible or liable to you or to any third party (for whom you may be acting) for any modification, suspension or discontinuance of any of our trading services.

4 我们的关系和价格

OUR RELATIONSHIPS AND PRICES

- 4.1 当我们为您开立帐户时，我们将通过交易平台为您提供产品的价格。

Upon us opening an Account for you, we shall provide you with access to the prices on Products being offered on the Trading Platform.

- 4.2 您需要理解：

You acknowledge that:

- 4.2.1 订立本协议的双方皆为主事人。您承认，理解并同意我们不是代理经纪人，中间人，代理人和顾问，或任何受托人。

the Parties are entering into this Agreement as principal to principal. You acknowledge, understands and agrees that we are not acting as a broker, intermediary, agent, and advisor or in any fiduciary capacity.

- 4.2.2 您的身份为主事人而不是代理人，代表，受托人或托管人。只有当我们收到为此目的所需的所有文件，并以书面形式特别同意时，您才可以代表其他人行事。

you are acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. You may act on behalf of someone else only if we receive all the documents required for this purpose and specifically consents to this in writing.

- 4.2.3 任何我们提供给您市场和报价都基于我们的流通量供应商所提供给我们市场和报价。
any market or quote that we make for you may be based on markets or quotes that are quoted to us by our liquidity provider.
- 4.2.4 我们提供的市场和报价仅供参考，皆为参考价。该报价不是实价。
any market or quote that we make for you are for reference and merely indicative only. The quotes are not firm.
- 4.2.5 产品在交易平台上的价格可能与其他平台和交易所的报价不同。
prices on the Trading Platform may differ from the prices on other platforms and exchanges on which the underlying Products being traded is quoted.
- 4.2.6 当您为你的产品平仓时，点差（介于买入价和卖出价之间的差值）可能高于或低于交易未平仓时的点差。
when you close a trade, the spread (i.e. the difference between the bid and ask prices) for the Product being traded may be larger or smaller than the spread when the trade was opened.
- 4.2.7 交易平台上的价格不断变化，我们无法保证您在下单时看到的价格就是交易执行的价格。
the prices on the Trading Platform are constantly changing and we do not guarantee that the price you see when placing an order will be the price at which your trade is executed.
- 4.2.8 我们为不同地区提供服务的价格有所不同。特定地区的点差会在我们特定地区的网站上对其详细说明。
the prices we offer differ depending on the region in which we offer our service. The spreads offered for specific regions are detailed on the website of that specific region.
- 4.2.9 除非我们主动取消或撤销价格，否则每个报价在它到期前均有效。每个价格都应供您开始一笔不超过我们既定限额的交易，具体限额可在网站上找到或者你会被另行通知。
each price shall be valid until its expiration time and the time, if any, at which it is otherwise cancelled or withdrawn by us. Each price shall be available for you to enter into a transaction with up to a principal amount not to exceed a maximum determined by us published on the Website or otherwise notified to you.
- 4.2.10 我们提供给您价格和最高上限可能与提供给我们其他客户不同，且有可能在未通知的情况下取消或更改。我们可能会在绝对慎重且未提前通知的情况下更改、撤销或拒绝按照任何我们可能已经公布或终止的所有或部分的产品、交付或结算的价格来交易。

the prices and maximum amounts we may offer to you may differ from prices and maximum amounts provided to other clients of ours and may be withdrawn or changed without notice. We may at our absolute discretion and without prior notice to you immediately alter, withdraw or refuse to deal on any price we may have published or cease the provision of prices altogether in some or all products and for some or all delivery or settlement dates at any time.

- 4.2.11 我们有时可能与第三方分享从您处收取的、一定比例的点差，第三方包括且不限于由我们指定的、为我们介绍潜在客户的个人或公司。在一些情况下，当您是由我们指定的为我们介绍潜在客户的个人或公司介绍的时候，我们可能改变我们收取您的点差和/或收取额外的佣金费用，以此来与这类第三方分享一定比例的点差和或费用。

we may from time to time share a proportion of the spread we charge you with third parties, including, without limitation, persons or firms we appoint to effect introductions of potential clients to us. In some circumstances when you are introduced to our services by persons or firms we appoint to effect introductions of potential clients to us we may change the spread we charge you and/or impose an additional commission charge, to accommodate sharing a proportion of that spread and/or charges with such third parties.

- 4.2.12 我们及我们的关联公司可能会不时在与您签订的金融工具交易中拥有相当或以其他方式购买或出售其他类似或经济上相关的工具。我们和我们的关联公司也可以进行自营交易活动，包括但不限于对冲交易。

we and our affiliates may from time to time have substantial positions in, and may make a market in or otherwise buy or sell instruments similar or economically related to, the financial instruments' transactions entered into with you. We and our affiliates may also carry out proprietary trading activities, include but not limited to hedging transactions.

5 交易 TRADING

- 5.1 您在与我们开仓或平仓交易时，需要先提交一份订单（“订单”）。您可以通过交易平台在线提交订单。您不能够通过在线聊天系统服务、自动语音信箱、代接电话服务下单。我们不会接受且没有义务执行您通过这些方式提交的订单。

To open or close a trade with us, you must first submit an order (“order”) to us. You may submit an order online via the Platform. You cannot submit an order by leaving a message on any automated voicemail or answering service or through a live chat system service. We shall not accept and shall not be under any obligation to execute any order submitted by these means.

- 5.2 交易需要通过执行买入单或卖出单开仓或平仓。通过买入进行开仓或平仓交易视为“买入单”或“做多”，通过卖出进行开仓交易或平仓交易视为“卖出单”或“做空”。

Trades may be opened or closed by buying or selling. A trade that is opened or closed by buying is referred to as a “Buy” or “Long” trade and a trade that is opened or closed by selling is referred to as a “Sell” or “Short” trade.

5.3 有关处理多种交易的详情请参考我们的网站。

Information regarding the handling of multiple transactions is outlined on the Website.

5.4 **我们没有接受或执行您提交的订单的义务。** 提交和接受订单并不保证其执行。但如果您的帐户有充足资金支付您下单所需的保证金，且不违反本协议，一般我们会接受并执行您的订单。

We are under no obligation to accept or execute an order submitted by you. The submission and acceptance of an order is not a guarantee of its execution. However, we shall normally do so if your Account contains sufficient resources to cover the margin required for the order that you wish to place and you are not otherwise in breach of this Agreement.

5.5 您只能在规定时段内提交订单。提交订单的具体时段请参见网站。限制条款可能会随时修改。在您与我们进行交易前，熟悉新的开仓交易的限制条件进行很重要，因为这些限制条件可能会影响您的交易策略。

The times at which you are able to submit orders to us are restricted. Details of when orders can be submitted are set out on the Website. The restrictions may change from time to time. It is therefore important that you familiarize yourself with the restrictions on orders before you open any new trade as they may affect your trading strategy.

5.6 您有未平仓订单时，请务必随时监控您的帐户。

You must ensure that you monitor your Account at all times while you have any order outstanding.

5.7 我们给每款产品设定了最大持仓限额或/及最大下单限额（“最大额度”），限制您在特定时段内某产品的持仓/下单总额。产品所适用的最大额度会公布在网站上。最大额度可能会有所变更。

We may set a Maximum Position Size or/and Maximum Order Size for a Product (“Maximum Size”) which will restrict the total size of position that you may hold/order of that Product at any given time. When a Maximum Size is applied to a Product it will be published on the Website. Maximum Sizes are subject to change.

5.8 您帐户上的每笔开仓交易都对您具约束力，虽然该开仓交易可能会超过我们施加于你的交易限额。

Each trade opened on your Account will be binding on you notwithstanding that by opening that trade you may have exceeded any limit applicable to your trading with us.

- 5.9 如果报价和/或执行时发生的错误是由排印或其他报价或显示的明显错误而导致，我们将不会对您帐户余额的错误承担任何责任和义务。在报价和/或执行发生错误时，我们保留取消订单、反向交易、平仓以及对相关帐户进行任何必要更正或调整的权利。任何因这种报价或执行错误导致的争议，我们将在我们拥有绝对酌情权下解决。Should quoting and/or execution errors occur due to a typographical error or other obvious mistakes in a quote or indication, we will not be responsible or liable to you for the resulting errors in your account balances. In the event of a quoting and/or execution error, we reserve the right to cancel orders, reverse transactions, close positions and make any necessary corrections or adjustments on the account involved. Any dispute arising from such quoting or execution errors will be resolved by us at our absolute discretion.
- 5.10 如果任何受监管市场、中央结算交易对手、多边交易设施、场外交易对手、其他类型的交易平台（每个市场）（或中间经纪人或代理人以市场作为行动方向，或作为采取行动的结果）或监管当局采取任何行动而影响一笔交易的进行、或演变为无力偿还或被迫中止运营，那么我们可能会在绝对酌情权的基础上，采取任何我们认为有必要的行动，以减轻因该行动或事件而招致的任何损失。任何这类行动都会对您具约束力。如果一个市场或监管当局联系我们调查任何与您有关的交易，您同意与我们配合并立即提供我们所要求的信息。If any regulated market, central clearing counterparty, multilateral trading facility, OTC transaction counterparty, or other type of trading platform (each a Market) (or intermediate broker or agent, acting at the direction of, or as a result of action taken by a Market) or regulatory body takes any action which affects a transaction, or becomes insolvent or is suspended from operating, then we may take any action which we, in our reasonable discretion, decide to correspond with such action or event or to mitigate any loss incurred as a result of such action or event. Any such action shall be binding on you. If a Market or regulatory body makes an enquiry in respect of any of your transactions, you agree to co-operate with us and to promptly supply information requested by us.
- 5.11 请注意，如果发生违约事件，我们有权根据第 21 及 22 条，将您的未结头寸平仓并取消待执行订单或/及未结头寸。Your attention is drawn to our rights set out in Clause 21 and 22 to close your open trade(s) and to cancel any working orders or/and open trades if an Event of Default occurs.

6 执行形式

EXECUTION MODEL

- 6.1 Z.com 是其产品的做市商并定期为与客户交易的产品报价。所有的交易 Z.com 都为万事人。我们的报价由我们所获得的信息形成，代表我们对市价的最准确评估。我们提供的产品没有一个集中的交易中心让所有交易进行，因此每个交易商可能会有不同的报价。因此，我们的报价可能与其他市场或其他人有所不同。

Z.com makes a market in its products and will regularly quote prices at which we are prepared to deal with customers. All transactions are entered into with Z.com as principal. Our quotes are formed from the information available to us and represent our best estimate of the market price. The products we offer do not have a single centralized exchange center where all transactions are conducted, and hence each dealer may quote different quotes. Accordingly, our quote prices may differ from those available in other markets or from other person.

6.2 我们以买卖产品间的买卖差价获利。

We derive income in the form of spreads between bid and ask price to buy and sell products.

6.3 我们可能会自行决定不利用自身的资金持有仓位（坐盘），并将交易与我们的附属公司进行对冲，后者又与流通量提供者对冲。

We may, in our sole discretion, not taking a market position, and trades are hedged back to back with our affiliates which in turn hedges with the liquidity provider.

6.4 我们将考虑一系列的因素，采取足够的措施来获得执行您的订单的最佳结果：

We takes all sufficient steps to obtain the best possible outcomes for the execution of your orders, taking into account a range of factors:

- 客户的性质
The nature of the clients
- 客户订单的类型
The characteristics of the client order type
- 该订单主体金融工具的特征
The characteristics of the financial instruments that are the subject of that order
- 该订单的流通量提供商的特征
The characteristics of the liquidity provider to which that order can be directed
- 订单可能会被传送到的执行地点的特征
The characteristics of the execution venues to which that order can be directed

6.5 不论任何订单或产品类型，订单按照下单顺序执行（先下先执行）。

Orders are executed in order of submission (first come, first served) regardless of the order type or product.

6.6 关于市价单，我们的平台将在接受订单后尽快以第一个可用价格（因应订单的大小）执行订单。因为订单和执行之间发生的市场变化，订单于交易平台执行时的执行价格可能和下达订单时显示的价格不同，这样的价格走势，称为滑点，将会对客户造成不利影响或受益。

In respect of market orders, the Platform will execute an order at the first available price (for the relevant size of the order) as soon as possible after the order is accepted. The price at which the order is executed may be different to the price

displayed at the time of placing that order due to movements in the market that have taken place between the time that the order is placed and that at which the order is executed by the platform. Such price movements, known as slippage, will either disadvantage or benefit clients.

6.7 所有订单必须符合关于保证金要求和订单限制的条款和条件，以便执行。不符合此要求的订单将被平台拒绝。

All orders must conform to our terms and conditions in respect of margin requirements and order limits in order for execution to take place. Orders that do not meet this requirement will be rejected by the Platform.

7 执行速度

SPEED OF EXECUTION

7.1 平台上的订单执行为自动化，执行速度可能会受以下因素影响：

Order execution is fully automated on the Platforms. Speed of execution can be impacted by:

- 平台上的技术因素（数据传输速率引起的延迟或/及系统性能）
Technical considerations on the Platforms (latency caused by data transfer rates or/and system performance)
- 您的设备的适用性和互联网连接的情况
The suitability of your equipment and the quality of your internet connection
- 较大的市场波幅
Rapid market fluctuations

8 客户资金和存款

CLIENT FUNDS & DEPOSIT

8.1 从您那收取的款项将储存在我们的客户独立帐户，该款项与我们的运营基金分开。
Money received from you will be held by us in Client Segregated Account(s), separate from our operating fund.

8.2 我们有权保留我们在客户独立帐户中由客户资金所产生的任何利息（为了我们本身的利益而不必向您告知）。

We are entitled to retain (for our own benefit without having to account to you) any interest accruing on client money held by us in the Client Segregated Account(s).

8.3 禁止第三方存款。

Third party deposits are prohibited.

8.4 您同意支付从指定银行帐户转入资金或提取资金时产生的银行费用。

You agree to pay any incurred bank transfer fees when depositing fund to the Account from the designated bank account and/or withdrawing funds from the Account to the designated bank account.

- 8.5 我们可能要求您提供任何资金的来源证明。如果我们要求您提供此类证据，从您那收到的任何资金将被扣留，直到我们收到合适的文件证明为止。
We may require you to provide evidence of the source of any funds we receive from you. If we do ask you to provide such evidence, any funds received from you shall be held until appropriate documentation has been received and deemed satisfactory to us.
- 8.6 在向我们存款时，您需要使用您所在国家/地区的银行帐户/信用卡，否则我们保留以相同方式退还/发送给汇款人我们收到的净额的权利。
When depositing funds to us, you are required to use the bank account/credit card, which is in your country of residence and name, otherwise we reserve the right to refund/ send back the net amount received to the remitter by the same method as received.
- 8.7 您理解我们对于非直接存入我们银行帐户的资金不承担任何责任。
You understood that we accept no responsibility for any funds not deposited directly into our bank accounts.
- 8.8 请在存款前阅读网站上的“帐户资金”页面，以便了解存款的指示和详细信息。我们可能随时自行决定更改该页面。
Please read through the “Account Funding” page on the Website for more deposit instructions and details before deposit. The page may be changed by us from time to time at our sole discretion.

9 提款和付款

WITHDRAWALS & PAYMENT

- 9.1 您可要求从您的正数现金结余提取已结算的全部/部分资金。然而在下列情况下，我们没有义务向您支付任何款项：
You may request that the whole or part of any cleared funds that form part of your positive cash balance be remitted to you. However, we will be under no obligation to pay any money to you if:
- 9.1.1 不能提供有效的身份证明以符合反洗钱要求，包括但不限于护照复印件，住址证明和/或银行帐户证明；
fail to provide valid identification proof to satisfy the anti-money laundering requirement , including but not limited to copy of passport, residential address proof, and/or bank account proof;
- 9.1.2 这笔钱会将您的可交易余额转为赤字；

that money would move your Available to Trade Balance into deficit;

- 9.1.3 我们合理地认为，由于市场情况，您的交易帐户在不久将来需要该笔您准备提取的资金，以防止可交易余额转为赤字；
we are reasonably of the opinion that due to market conditions the cash that you are seeking to withdraw may be required in the immediate future to prevent your Available to Trade Balance moving into deficit;
- 9.1.4 我们合理地认为，在您把未结头寸平仓时会出现亏损，而您准备提取的资金将需要用作支付该笔损失；
we are reasonably of the view that losses may occur upon the closing of any of your open trades and the cash you are requesting to be paid to you will be required to pay those losses;
- 9.1.5 我们合理地认为您的交易活动是可疑的，或者侵犯了本协议的任何条款；
we are reasonably of the opinion that your trading activity is suspicious, or infringes any of the terms of this agreement;
- 9.1.6 这将侵犯或违反适用于我们的法律或监管义务；
that would infringe or contravene any legal or regulatory obligation upon us;
- 9.1.7 我们认为您的提款有问题或有不正当之处；和/或
we are reasonably of the view that there is an issue or irregularity with your withdrawal; and/or
- 9.1.8 有可能需对您所做的交易进行修改或调查。
there is a possibility that a revision or investigation into a trade or trades that you have made will occur.

9.2 禁止第三方提款。
Third party withdrawals are prohibited.

9.3 提款必须按照回到其来源处处理。如果要求其他具体方法，我们保留拒绝其他指定提款方式要求的权利。有时候，对于您的提款请求，我们可能会要求您提供文件，以确认您的银行帐户详细信息和帐户持有人的身份，以验证资金的来源地。我们将暂停处理此类提款要求，直到您提供适当及被认为是可以接受的文件。
Withdrawals must always be processed to the same source from which they originated. We reserve the right to decline a withdrawal request if other specific method is requested. On occasions we may request documentation confirming your bank account details and the identity of the account holder in respect of a withdrawal request in order to verify the destination of funds. We will hold such requests until appropriate documentation has been provided and is deemed acceptable.

9.4 您同意支付任何将资金从帐户提款到指定银行帐户时所产生的银行费用。

You agree to pay any incurred bank fees when withdrawing funds from the Account to the designated bank account.

- 9.5 在我们拥有抵销和扣留款项权利之規限下，从您的帐户的提款将在您提出要求后的第五个营业日之前汇出给您。
Subject to our rights of set off and to withhold payments, money standing to the credit of your Account will be remitted to you no later than the fifth Business Day after the date of a request from you.
- 9.6 如果我们错误地将资金转入或转出您的帐户，我们将会发现错误后，立刻修正任何此类资金的转入或转出，您的可交易余额将相应调整。如果错误地将资金转入您的帐户，而您帐户的资金不足以使我们收回错误转入的资金，我们可能会 (i) 取消您的任何或所有待执行订单，和/或 (ii) 采取步骤把您任何或所有的未结头寸平仓，以释放必要的资金，使我们能够收回错误转入的资金。我们可能会采取拒绝接受你将来的订单的措施以收回我们的款项，直到收回这笔款项为止。
If we credit or debit a payment to your Account in error, we shall immediately upon discovering the error, reverse any such credit or debit and your Available to Trade Balance will be adjusted accordingly. In the case of an incorrect credit on your Account, if there are insufficient funds on the Account to enable us to recover the incorrect credit we may (i) cancel any or all of your working orders, and/or (ii) take steps to close any or all of your open trades to free up the necessary cash to enable us to recover the incorrect credit. We may also take steps to recover the sum due to us and until such time as the sum has been paid refuse to accept future orders from you.
- 9.7 您无条件承诺赔偿及持续赔偿任何我们因根据/有关于由您发出的书面或由其他电子途径发出的资金提款指示方面而蒙授、招致或面对其威胁的任何法律诉讼、索偿、请求、债务、义务、损失、损毁、费用（包括但不限于利息、法律诉讼费及支出）及任何形式的支出（不论是实际或是可能的支出）。
You unconditionally agree to indemnify and keep indemnified us from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including, without limitation, interest, legal fees and expenses) and expenses of whatever nature, whether actual or contingent, suffered or incurred, sustained by or threatened against us whatsoever and howsoever arising from or, in connection with, or in any way relating to, acceptance by us in good faith of such funds withdrawal instruction by written or any other Electronic Means, given or purporting to be given by you.
- 9.8 请于提款前阅读网站上的“帐户资金”页面，以了解更多提款指示和详细信息。我们可能随时自行决定更改该页面。
- 9.9 **Please read through the “Account Funding” page on the Website for more withdrawal instructions and details before withdrawal. The page may be changed by us from time to time at our sole discretion.**

10 货币兑换

CURRENCY CONVERSIONS

我们被授权以我们合理决定的在相关时间现行相关市场的汇率对帐户中的资金转换成计价货币，此类决定对您具有决定性和约束力。

We are authorized to convert funds in the Account from or into the Denominated Currency and at such exchange rate as we reasonably determines to be prevailing in the relevant market at the relevant time, such determination to be conclusive and binding on you.

11 保证金要求

MARGIN REQUIREMENTS

11.1 最低保证金要求随时因应法规要求由我们自行决定，并可在本网站上查阅。任何先前的保证金要求不会排除我们在不事先通知的情况下提高该保证金要求的权利。您有责任不时检查适用的保证金要求。

Minimum Margin Requirement is to be determined by us from time to time at our sole discretion subject to applicable regulatory requirements and is available on the Website. No previous margin requirement shall preclude us from increasing that requirement without prior notice. It is the responsibility of you to check applicable margin requirement from time to time.

11.2 我们提供各种类型的帐户，可能会有不同的保证金要求。您有责任不时检查在网站上列明适用的保证金要求。

We offer various types of accounts, which might have different margin requirement. It is your responsibility to check applicable margin requirement available on the Website from time to time.

11.3 如果您的帐户中的资金低于最低保证金要求，我们有权拒绝您的开仓申请。

We have the right to reject your request to open a position if the fund in your account is less than the Minimum Margin Requirement.

11.4 您必须始终保持您的未平仓头寸的最低保证金要求。如果您未能达到最低保证金，我们将根据第 12 和 22 条，在不另行通知客户或得不到客户同意下，有绝对酌情决定权清算客户的全部或任何未结头寸。

You must maintain the Minimum Margin Requirement on your open positions at all times. In the event that you fail to meet the minimum margin, we shall have an absolute discretion to liquidate all or any of the open positions of the Client without prior notice to or consent from the Client in accordance with Clause 12 and 22.

11.5 对于锁仓（即客户同时持有相同货币对及数量的多头与空头头寸），您只需要维持一套我们不时自行规定的保证金。

For locked positions (i.e. situation where a client simultaneously holds an equal long and short position of the same currency contract), you shall only be required

to maintain one set of required Margin prescribed by us at our sole discretion from time to time.

12 清算

LIQUIDATION

12.1 在符合客户协议中 Z.com 的所有其他权利的前提下，如果我们单方面认为，按照我们对当时可以获得的市场的即期汇率的最合理及最佳估计，且不论我们是否要求过追收保证金或该要求是否得到满足，如果在任何时候保证金余额低于客户帐户中所有最低保证金要求的总和，我们有权利但不是义务清算客户帐户中全部或任何部分的未结头寸。我们未能履行权利不得视为 Z.com 未来放弃此类权利。在正常的业务过程中，我们不会发出追收保证金通知。

Subject to all additional rights of Z.com under the Agreement, in the event that, in the sole opinion of us and in accordance with our reasonable best estimate of then prevailing obtainable market Spot Rates, and regardless of whether or not prior Margin Calls have been issued or met, if the Margin Balance should at any time equal or fall below the Minimum Margin Requirement for Client's Account in the aggregate, we will have the right but not the obligation to liquidate any part of or all Open Positions in your account. Any failure by us to enforce its rights hereunder shall not be deemed a future waiver of such rights by Z.com. We do not make margin calls in the ordinary course of business.

12.2 您承认可能无法立即把未结头寸平仓。这可能需要几天甚至几周的时间。在此期间，您的未结头寸价值可能会进一步下降，也可能大幅下降，您将对所产生的全部损失负责，这些损失可能超过您存入您帐户的资金数额。

You acknowledge that it may not be possible to close your open trades immediately. It might take days or even weeks to do so. During this period the value of your open trades could fall further, possibly by a significant sum, and you will be liable for the full amount of the losses that arise which could exceed the amount of funds you have deposited in your Account.

13 负数现金余额

NEGATIVE CASH BALANCES

13.1 您必须把您帐户中出现的负数余额于产生后的第二个除了周六、周日的工作日（即“工作日”）下午 4 点以前全数支付给我们。

You must pay to us any negative balance on your Account in full by no later than 4:00pm GMT on the business day being any day other than a Saturday or Sunday (“Business Day”) following the day upon which the negative balance arises.

13.2 未能准时支付负数余额将按照违约处理。

Failure to pay any negative balance on time is an Event of Default.

- 13.3 如果您未能按期支付，您同意支付未按期支付全额的利息。利息按日计算，直至全额付清之日，年利率为 4%。

You agree to pay interest to us on any sums due to us that you fail to pay when due. Interest will accrue on a daily basis from the due date until the date on which payment is received in full, at a rate of 4% per annum.

14 通讯和通知

COMMUNICATIONS AND NOTICES

- 14.1 详细列明所有交易活动的结单将通过电子邮件每个工作日发送给您。您可以随时查看。您有责任定期查看您的结单及交易纪录，并于当它含有任何不准确之处时立即通知我们。

A statement detailing all of your trading activities will be sent to you by email each working day. You can access this at any time. It is your responsibility to check your statement against your own records regularly and to notify us immediately if it contains any inaccuracies.

- 14.2 您同意我们通过使用我们认为合适的方式以电子邮件发送成交单据。您同意，以电子方式发送给您的任何此类文件被视为等同于“以书面形式”发送，并于传送到您于申请表中指定的电子邮件地址时已代表接收到，除非您已通知我们使用另一个电子邮件地址，否则我们将使用该电子邮件地址。

You consent to the delivery of contract notes by email as we deem appropriate. You agree that any such documents that are delivered to you electronically are deemed to be “in writing” and to have been received upon them being sent to the email address we hold for you, which will be the email address specified in your application form, unless you have notified us of an alternative email address, in which case it is that email address we shall use.

- 14.3 您同意根据网站上本协议中的任何适用法律或法规接收任何其他必需或可选择的通信或协议。您同意本公司网站以电子方式交付的任何该类文件都被视为等同于“以书面形式”发送并且在发布于网站时已代表接收到。

You consent to receiving any other required or optional communication or agreement under any applicable law or regulation or pursuant to this Agreement on the Website. You agree that any such documents that are delivered to you electronically through the Website are deemed to be “in writing” and to have been received upon them being posted on the Website.

- 14.4 您有权随时通过事先书面通知，撤销以电子方式发送文件的同意。如果您撤销同意，我们保留以纸质形式向您发送文件并收取合理费用的权利，您可能被限制或终止使用平台。

You have the right to withdraw your consent to the electronic delivery of documents at any time by giving us prior written notice. If you revoke your consent, we reserve the right to levy a reasonable charge for sending documents to you in paper form and your access to the Platform may be restricted or terminated.

- 14.5 所有通信，文件，书面通知，成交单据和结单将通过本网站和/或您的电子邮件地址作为您的主要联系方式发送或传送给您。我们还保留使用您的申请表上指定的家庭电话号码，手机号码或邮政地址或我们已确认收到您随后通知我们的其他地址或号码联系您的权利。任何函件，文件，书面通知，成交单据或结单均在以下情况被视为已经正确发送：

All correspondence, documents, written notices, contract notes and statements will be sent or transmitted to you through the Website and/or to your email address as your primary methods of contact. We also reserve the right to contact you using your home telephone number, mobile telephone number or postal address specified on your application form or to such other address or number as you may subsequently notify to us and which notification we have acknowledged as having been received. Any correspondence, document, written notice, contract note or statement will be deemed to have been properly given:

- 如果在网站上发布，立即可供在网上查询；
If posted on the Website, immediately on being available online;
- 如果通过电子邮件发送，于电子邮件成功传输后一小时；
If sent by email, one hour after successful transmission of the electronic mail;
- 如果通过邮寄方式发送，将被视为已在邮寄日期发送和收到。
If sent by post, will be deemed to have been delivered and received on the mailing date.

- 14.6 您必须通过电话、亲身或通过电子邮件发送到该特定目的指定的电子邮件地址给我们。任何此类通信仅在我们实际收到时才被视为已被我们收到。

You must communicate with us by email sent to the email address currently designated by us for that particular purpose, by telephone or in person. Any such communication will only be deemed to have been received by us upon our actual receipt thereof.

- 14.7 您授权我们对任何我们相信由您或以您名义所发出的通信（无论是否以书面形式），可信任及作相应行动，将其视为你完全授权并及对你有约束力。。

You authorize us to rely and act on, and treat as fully authorized and binding on you, any communication (whether or not in writing) that we reasonably believe to have been transmitted by you or on your behalf.

- 14.8 您接受我们发送给您的电子邮件和任何其他电子通信可能不会被加密，因此可能不安全。

You accept that emails and any other electronic communications we send to you may not be encrypted and therefore may not be secure.

15 电话录音

RECORDING OF TELEPHONE CALLS

- 15.1 您同意我们之间的任何及所有对话会有可能，在我们自行决定情况下以录音方式电子存档，并同意我们在认为有需要的情况下使用该录音纪录及录音誊本，包括但不限于当我们之间出现争端。

You acknowledge and agree that any and all conversations between you and us may, at the option and in the sole discretion of us, be recorded electronically. You further agree to the use of such recordings and transcripts when we deem necessary, including but not limited to instances when a dispute arises between you and us.

- 15.2 我们有权在不通知客户的情况下，向监管机构提供电话对话录音内容。

We can provide copies of such recordings of telephone calls to a regulatory authority of a competent authority without informing the Client.

16 网站及平台

WEBSITE & PLATFORM

- 16.1 我们不保证或允诺网站/平台会持续运行或不出错误；例如，定期维护期间。因此，有时您可能无法登录我们的网站/平台。

We do not warrant or promise that the Website/Platform will be uninterrupted or error free; for example, during periods where routine maintenance is being undertaken. There may therefore be occasions when you are unable to access the Website/Platform.

- 16.2 如果您通过网站/平台收到根据本协议您有权接收以外的数据和信息，您会立即告知我们，并不会以任何方式使用此类数据或信息。

In the event that you receive any data or information via the Website/Platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data or information.

- 16.3 您会采取一切合理措施确保不会将电脑病毒、蠕虫、软件炸弹或类似物品引入您用于登录网站的电脑系统。

You will take all reasonable steps to ensure that no computer viruses, worms, software bombs or similar items are introduced into the computer systems you use to access the Website/Platform.

- 16.4 您不会尝试黑客攻击、作出未经授权的变更或以任何方式将恶意代码植入网站/平台。您不会 (a) 通过网站/平台实施反组译或使用反编译（不论部分或全部）软件，或 (b) 复制、修改、再造、传播、修改、散布部分网站/平台内容，或网站/平台上的材料或信息。

You will not attempt to hack, make unauthorized alterations or introduce any kind of malicious code to the Website/Platform by any means. You will not (a) reverse engineer or decompile (whether in whole or part) any software available through the Website/Platform; or (b) make copies, modify, reproduce, transmit, alter or

distribute all or any part of the Website/Platform or any material or information contained on it.

- 16.5 您不会以任何方式掩饰或干涉您登录网站/平台的电脑 IP 地址，或采取措施，干涉我们验证您登录本网站/平台的实际 IP 地址。
You will not disguise or interfere in any way with the IP address of the computer you are using to access the Website/Platform or otherwise take steps to prevent us from correctly identifying the actual IP address of the computer you are using whilst accessing the Website/Platform.
- 16.6 您应定期变更您的密码。防止未经授权的人登录或使用您的帐户。
You should change your password on a regular basis. This will help to prevent the risk of unauthorized access to or use of your Account.
- 16.7 您保证并同意，您从我们这里收到的、我们提供的、我们发布的版权、商标、数据资料和其他财产或权利，及手册、与交易服务有关的其他材料、包含或包括此类信息的数据资料，仍为我们独有和独占财产，或第三方认定为归于其享有的权利。
You acknowledge and agree that the copyrights, trademarks, database and other property or rights in any information distributed or made available to or received by you from us, brochures and other material connected with our trading service and in any database that contains or constitutes such information, will remain the sole and exclusive property of ours or any third party identified as being the owner of such rights.
- 16.8 您同意不会许可或帮助，并采取合理措施防止向第三方销售、发布、再分配、再出版第 16.7 条提及的信息。
You agree that you will not permit or facilitate, and will take reasonable steps to prevent, any sale, dissemination, re-distribution or re-publication of the information referred to in Clause 16.7 to any third party.
- 16.9 我们没有责任确保定制界面或第三方设备、硬件、软件，例如 MT4（一种“软件交易工具”）或其他交互设备与软件交易工具和您的帐户兼容（包括但不限于 API 和/或 FIX 界面，一种“软件桥”）。我们可能会给您推荐软件交易工具和/或软件桥的供应商，您全权负责获取您想用于登录您的帐户的软件交易工具和/或软件桥，以及因获取其造成的相关损失由您自己承担。我们不承担您或他人的直接或间接损失、债务、费用、索赔、支付或各类损害的责任，不论因合同、侵权、过失造成的，或与您使用的软件交易工具和/或软件桥造成的损失。
We are not responsible for ensuring compatibility with any customized interface or third party equipment, hardware or software, such as MT4 (a “Software Trading Tool”) or any form of interaction between any Software Trading Tools and your Account (including but not limited to API and/or FIX interactions, a “Software Bridge”). While we may introduce you to a provider of Software Trading Tools and/or a Software Bridge, you shall be solely responsible for obtaining any Software Trading Tools and/or Software Bridge that you want to use to access your Account and any costs associated with acquiring them. We will not have any

liability to you or any other person for any direct or indirect loss, liability, cost, claim, expense or damage of any kind, whether in contract or in tort, including negligence, or otherwise, arising out of or related to your use of any Software Trading Tools or Software Bridge.

17 咨询及资料提供

ADVICE AND PROVISION OF INFORMATION

- 17.1 我们不会对您提出关于某一特定交易的好处或给任何投资建议。您需要根据自己的判断而作出交易决定。在要求 Z.com 执行您的交易时，代表您已经为自己作出独立的评估及对交易风险作出调查。亦代表您有足够的知识、市场洞察力、专业的建议和经验，为自己在任何交易的风险承受能力作出评估。在本协定下，我们不会对交易产品作出任何保证，并假定跟您没有信托责任的关系。

We will not advise you about the merits of a particular transaction or give you any form of investment advice. You alone will enter into transactions and take relevant decisions based on your own judgment. In asking Z.com to enter into any transaction, you represents that you have been solely responsible for making your own independent appraisal and investigation into the risks of the transaction. You represents that you has sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any transaction. We give no warranty as to the suitability of the products traded under this Agreement and assume no fiduciary duty in its relations with you.

- 17.2 我们没有责任为您相关的交易作出任何法律、税务或其他建议。如果您对是否可能会招致税务负债有任何疑问，应该寻求独立的专家意见。税法中不时会有变更。

We will not be under any duty to provide you with any legal, tax or other advice relating to any transaction. You should seek independent expert advice if you are in any doubt as to whether you may incur any tax liabilities. Tax laws are subject to change from time to time.

- 17.3 我们会不时自行决定为您提供（可能在网站上发布新闻简报或通过网站或平台或其他方式提供给订阅者）信息、建议、新闻、市场评论或其他信息，但不是作为一种服务。如我们提供：

We may, from time to time and at its discretion, provide you (or in newsletters which it may post on the Website or provide to subscribers via the Website or the Platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so:

- 17.3.1 我们不会对此类信息负责。

we will not be responsible for such information;

- 17.3.2 我们对这些信息的准确性、正确性或完整性以及任何相关交易的税务或法律后果不作任何声明、保证或担保。

we give 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;

- 17.3.3 此信息仅供您自行作投资决定，不等于对您的投资建议或未经请求的金融促销。
this information is provided solely to enable you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions to you;
- 17.3.4 如果该文件对某类人员或类别的人员有所限制，您同意不会将其传递给任何此类人员或类别的人员。
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, you agree that you will not pass it on to any such person or category of persons.
- 17.3.5 您接受信息之前，我们可能已经使用相关的资讯。我们不会就您收到的时间做出任何声明，也不能保证您跟其他客户同时收到此类信息。
you accept that prior to dispatch, we may have acted upon it ourselves to make use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients.
- 17.4 我们会对我们所提供的市场评论、新闻或其他信息可能随时进行更改，并可能撤回，恕不另行通知。
It is understood that market commentary, news, or other information provided or made available by us are subject to change and may be withdrawn at any time without notice.

18 利益冲突

CONFLICTS OF INTEREST

- 18.1 您承认我们给各类客户、交易对手提供各类金融服务。有时我们或分支机构在与您的交易中可能涉及物质利益，或者，与您的利益与其他客户或我们的合约对方发生利益冲突。我们会对潜在利益冲突进行管理和控制。
You acknowledge we provide a diverse range of financial services to a broad range of clients and counterparties and circumstances may arise in which we or our affiliates may have a material interest in a trade with you or where a conflict of interest may arise between your interests and those of other clients or counterparties or of ourselves. We have in place organizational and administrative controls to manage any conflicts of interests that may arise.
- 18.2 我们没有义务向您释明因交易所获取的利益、佣金、报酬、或交易收益、我们或我们的关联公司有重大利益、或在某些情况下可能存在利益冲突。

We are not under any obligation to account to you for any profit, commission or remuneration made or received from or by reason of trades or circumstances in which we or our affiliates have a material interest or where in particular circumstances a conflict of interest may exist.

19 代理和联盟 (“介绍人”)

INTRODUCING BROKER AND AFFILIATES (“INTRODUCER”)

- 19.1 如果您的帐户由介绍人介绍给我们，您了解我们可能会支付报酬给介绍人，并可能按每一交易、交易量或其他方式计算。
If your account has been introduced to us by an Introducer, you understand and acknowledge that we may compensate the Introducer for introducing client to us and that such compensation may be on a per trade, trade volume or other basis.
- 19.2 您承认和了解在客户是通过介绍人介绍给我们的情况下，较高的差价会被用作为加成。
You acknowledge and understand that in circumstances of a Client being introduced to us through an Introducer, higher spreads may be applied as mark-up.
- 19.3 您了解及确认：
You acknowledges and confirms that:
- 19.3.1 我们对您与介绍人之间达成的任何协议不承担任何责任。
we do not bear responsibility for whatever agreements are reached between you and the Introducer.
- 19.3.2 您与介绍人的协议可能会导致额外费用，因为您可能有义务向介绍人支付佣金费用或其他费用。
your agreement with the Introducer may result in additional costs, since you may be obliged to pay commission fees or charges to the introducer.
- 19.3.3 介绍人有权以电子监控其介绍的客户帐户的活动。
the Introducer is authorized to electronically monitor the activities of Clients' Accounts introduced by that introducer.
- 19.4 您了解介绍人不是我们的代表，也不授权他们就 Z.com 或我们的服务提供任何担保或承诺。
You acknowledge that the Introducer is not a representative of us nor is he/her authorized to provide any guarantees or any promises with respect to Z.com or our services.

20 第三方代理

THIRD PARTY AGENT

如果您把您的帐户的交易或控制权利委托给第三方（“交易代理”），包括但不限于介绍人，不论是全权委托或是不是全权委托的委托，我们绝没有义务审查客户对交易代理的选择作出建议或对此事负责。我们不对任何交易代理作出声明或保证；对于客户因交易代理的行为产生的损失，我们不负责；并且，我们不对交易代理的经营方法作明示或暗示的赞同或批准。如果您将您帐户的任何权利交给交易代理行使，您自负风险。即使以下签名人将权利交给交易代理，您仍需勤恳、仔细地审查帐户的所有活动。我们提供线上查阅帐户的服务，使您能够看到您的帐户余额及活动。

In the event that you grants trading authority or control over your account to a third party (the “Trading Agent”), including but not limited to Introducer, whether on a discretionary or non-discretionary basis, we shall in no way be responsible for reviewing your choice of such Trading Agent or for making any recommendations with respect thereto. We make no representations or warranties concerning any Trading Agent; We shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent; and We do not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent. If you give the Trading Agent authority to exercise any of its rights over your Account, you do so at your own risk. Even though the undersigned grants authority to Trading Agent, you should be diligent and closely scrutinize all account activity. We provide online Account access to view the status of your Account(s), whereby you may view your account value and account activity.

21 错误和撤销

ERRORS AND CANCELLATIONS

21.1 在某些特定的市场情况下我们所报价格可能在之后证实为不准确，在不影响 SVG 法律规定的任何权利的情况下，在以下情况下的交易价格，我们不受任何声称已执行的交易约束（不论交易是否得到确认）：

There may be circumstances where prices quoted by us may later prove to be inaccurate due to specific market circumstances, without prejudice to any rights it may have under the laws of SVG, we shall not be bound by any transaction which purports to have been executed (regardless whether the transaction has been confirmed), at the transacted price under the following circumstances (the “event”):

- 缺乏市场流动性；
lack of market liquidity;
- 我们指定的交易对手暂停或错误地的报价；
suspension or error in quotes from our designated counterparty;
- 我们可以向您证实交易时交易价格不正确；或
we are able to substantiate to you that the transacted price was incorrect at the time of the transaction; or
- 您在交易时已知交易价格不正确。

the transacted price was known by you to be incorrect at the time of the transaction.

- 21.2 在这种情况下，我们保留取消头寸/交易，或修改该头寸/交易的权利，将其调整到平台合理认为该头寸/交易在如果事件没有发生时提交或开仓的水平。
In such cases, we reserve the right to cancel the order/trade or correct that order or trade by adjusting it to the level that the Platform reasonably determines is the level at which the order/trade would have been submitted or opened had the event not occurred.
- 21.3 任何系统故障、通讯错误或延误而可能导致您的头寸未能按照您的指示执行、执行时出现错误和差异，或完全不执行。此外，若您试图利用此类故障、错误或延误，我们可能会撤销依靠此类故障、错误或延误的任何合同或交易，我们会对您的帐户进行必要的更正或调整。
The result of any system failure or communication errors or delays may result in your Order either not being executed according to your instructions, executed with errors and discrepancies, or not executed at all. Furthermore, if you seek to exploit such failures, errors or delays, then we may revoke any contract or Trade that relies on such failures, errors or delays and may make necessary corrections or adjustments to your Account.

22 违约事件

EVENTS OF DEFAULT

- 22.1 以下各项均构成“违约事件”：

Each of the following constitutes an “Event of Default”:

- 22.1.1 如果您帐户的保证金百分比达到或低于最低保证金要求水平；
if the Margin Covered Percentage for your Account reaches or falls below your Minimum Margin Requirement;
- 22.1.2 未能及时及未按本协议支付方式向我们支付；
your failure to make any payment to us in the time and manner provided for in this Agreement;
- 22.1.3 未能及时支付负数余额；
failure to pay any negative balance on time;
- 22.1.4 如果您是个人，您的死亡或称为法律定义的精神病人；
if you are an individual, your death or you become a mental patient within the meaning of any mental health legislation;
- 22.1.5 如果您是个人，第三方发起的诉讼导致您破产；

- if you are an individual, the initiation by a third party of proceedings for your bankruptcy;
- 22.1.6 如果您属于公司或有限合伙人，第三方发起的诉讼导致您开始清算，或任命为清算人，或您资产的接收人；
if you are a company or a limited liability partnership, the initiation by a third party of proceedings for your winding-up or for the appointment of an administrator or receiver in respect of you or any of your assets;
- 22.1.7 到期时，您已经或即将无法支付债务，或作出安排，组成债权人，对您开始实施其他类似或相似程序；
you are or become unable to pay your debts as and when they fall due or you make an arrangement or composition with your creditors or any other similar or analogous procedure is commenced in respect of you;
- 22.1.8 我们得到向您发出的冻结令；
we are served with a freezing order that has been made against you;
- 22.1.9 一旦任何与第 22.1.5、22.1.6、22.1.7 或 22.1.8 条所涉及的类似或相似情况发生在您身上，无论您身处任何司法管辖区；
in any circumstance analogous or similar to those set out in Clauses 22.1.5, 22.1.6, 22.1.7 or 22.1.8, which occur in relation to you in any jurisdiction;
- 22.1.10 您在本协议或由您给我们的任何其它材料声明的陈述或保证不真实或变得不真实；
where any representation or warranty made by you in this Agreement or any other material statement made by you to us is or becomes untrue;
- 22.1.11 您向我们提供的文件不真实或变得不真实；
where any documents provided by you to us is or becomes untrue;
- 22.1.12 我们怀疑或有理由怀疑您可能涉及刑事犯罪或欺诈活动；
where we suspect or have any reason to suspect that you may be involved in criminal or fraudulent activity;
- 22.1.13 您无法根据要求向我们提供合理的资金来源证明；
you fail to provide satisfactory source of funds evidence to us on request;
- 22.1.14 任何监管机构通知我们关闭一个或多个您的未结头寸；
any regulatory body instructs us to close one or more of your open trades;
- 22.1.15 您的财务状况有所恶化，我们合理地认为，这种恶化对您帐户中的头寸规模有重大影响；或
there has been a deterioration in your financial circumstances and we reasonably consider that such deterioration is material in the context of the size of the trades open on your Account; or

22.1.16 我们有理由认为可能发生一个或多个上述情况，或在其他情况下，我们有理由认为有必要或希望保护自己及其他客户。

we reasonably believe that any one or more of the circumstances set out above is likely to happen or in any other circumstance where we reasonably believe that it is necessary or desirable to protect ourselves or all or any of our other clients.

22.2 如果出现违约事件，在不影响其他权利的情况下，我们有权利但没有义务，而且无须事先通知，对您作出以下一个或多个行为：

If an Event of Default occurs, then without prejudice to any other rights we may have against you, we shall be entitled, but not obliged, and without prior notice to you, to do any one or more of the following:

22.2.1 取消您的部分或全部待执行订单和/或把您的部分或全部未结头寸平仓。请您注意第 12.2 条所涉及的延迟。您的平仓交易的价格将是我们从平台获取的价格；

cancel any or all of your working orders and/or close any or all of your open trades in whole or in part. Your attention is drawn to Clause 12.2 concerning delays. The Closing Price for your closed trade(s) will be the price we obtain from the Platform.

22.2.2 根据本协议行使抵销权，在不通知您的情况下，我们有权以我们合理决定的价格出售任何扣留资金、投资（包括利息或返还资金）、您的其他资产。我们可用该销售所得扣除销售费用，并抵销其他你亏欠我们的金额，包括其他您对我们的责任和义务（包括待确定负债及预期负债）；

exercise our rights of set-off under this Agreement to retain any funds, investments (including any interest or other return due thereon) or other assets due to you and sell them without notice to you at such price, and in such manner as we acting reasonably decide. We may apply the proceeds of such sale and discharge the costs of sale and the sums owing to us including any other liability or obligation you may have to us (including any contingent or prospective liability);

22.2.3 关闭我们辖下您的全部或部分帐户，和/或拒绝接受您未来的订单和承担您的交易，和/或使您无法登录交易平台。

close all or any of your Accounts held with us, and/or refuse to accept any further orders from you or otherwise undertake any trading with you and/or disable your access to the Platform.

22.3 我们没有义务提醒您注意出现违约事件已发生或给您弥补的机会。

We are under no obligation to draw your attention to the fact that an Event of Default has occurred or give you any opportunity to remedy it.

22.4 我们尽快采取合理措施，通知您我们根据该条款所采取的行动和措施。

We shall as soon as reasonably practicable take all reasonable steps to notify you of all action and steps taken by us pursuant to our rights under this Term.

23 风险

RISKS

- 23.1 任何金融产品交易都存在一定的投资风险。我们的产品以保证金或/及杠杆原理进行交易，相对比一般传统的投资方式有更高的风险，而高风险表示我们的交易服务并不适合所有人。除非您了解所进行的交易的性质以及潜在的交易损失程度，否则不应该与我们进行任何交易。如有疑问，请寻求独立建议。您的交易完全由您自己承担风险。

Trading in any financial product carries an inherent risk. Our products are traded on margin or/and leverage, which means that they carry a significantly greater risk than some traditional investment instruments and are not suitable for everyone. You should not trade with us unless you understand the nature of the transaction that you are entering into and the extent of your potential loss from a trade. If you are in any doubt you should seek independent advice. You trade entirely at your own risk.

- 23.2 我们的交易服务只限于执行，这代表我们执行您的交易指示，并不会向您提供任何的投资意见，我们不对您或您的特定情况进行适合性评估。因此，您必须能够评估、了解和管理与保证金交易相关的风险。你必须觉得根据您的个人及财政情况下，我们的产品适合您的需要。

Our trading service is execution-only. This means that we carry out your trading instructions. We do not provide you with any investment advice as part of our service and we do not carry out a suitability assessment of you or your particular circumstances. Therefore, it is important that you are able to assess, understand and manage the risks associated with margined trading. You must be satisfied that our products are suitable for you in light of your own circumstances and financial resources.

- 23.3 您的订单将会无一例外地在平台上被完全执行。我们作为您所有交易的交易对手，您的未结头寸只能与我们平仓，而不能转让给其他人。

Your orders will be executed exclusively, and without exception, on the Platform(s) offered by us. We are counterparty to all your trades. Any position you open with us can only be closed with us and cannot be transferred to any other person.

- 23.4 我们在外汇、指数和商品中提供差价合约交易服务。您与我们皆以主事人身分进行每一次交易。

We offer CFD trading services in Forex, Indices and Commodities. You enter into each and every trade with us on a principal to principle basis.

- 23.5 有时在某些情况下可能会影响到平台上提供的报价服务或影响到产生的价格，例如但不限于非常波动的市场情况。

From time to time, there may be circumstances that affect the platform's ability to provide a price feed on its platform or the prices generated, for example but not limited to extremely volatile market conditions.

23.6 在决定这种交易是否适合您时，您应该考虑的风险包括：

In deciding whether this type of trading is suitable for you, the risks that you should have regard to include the following:

23.6.1 我们的服务涉及高度杠杆作用。在您与我们进行的大多数交易中，您将被要求存入相对适度的合同总价值比例的资金来开仓。在交易的金融工具的价格上，较小的变动可能会对您的交易产生不成比例的影响。这可能令您获得良好的利润，但同样有机会令您遭受重大损失。这些损失可能超过您存入的资金。

Our services involve a high degree of gearing or leverage. For the majority of the trades you place with us, you will be required to deposit a relatively modest proportion of the overall contract value to open the trade. This can work for and against you as a relatively small movement in the price of the financial instrument being traded can have a disproportionate effect on your trade. This may result in you achieving a good profit but equally may result in you incurring significant losses. These losses may be in excess of the cash you have deposited with us.

23.6.2 由于产生利润或损失的变化速度很快，您必须密切监控您的交易情况。您有责任随时监控您的帐户。如果您有待执行订单或未结头寸，您应该经常管理您的帐户。您可以每天 24 小时，每周 7 天进入帐户（请注意，在指定的系统维护时间内不可用，在我们的网站上可以找到详细信息）。你只有当在错误发生后 24 小时内尽快通知我们，我们才可能根据情况来纠正错误。

It is important that you monitor your positions closely due to the speed at which profits or losses can be incurred. It is your responsibility to monitor your account at all times. If you have working orders and open trades you should always be in a position to access and manage your account. You may do this online, 24 hours a day; 7 days a week (please note that access is not available during scheduled system maintenance hours, details of which can be found on our website). We may be able to rectify mistakes depending on their nature and the circumstances, but only if you notify us as soon as possible and in any event within 24 hours of the trade.

23.6.3 您必须了解，金融产品的价格是由市场波动决定的，不是我们控制范围之内，金融产品过往表现并不表示其未来表现。

You must understand that the price of the financial instruments being traded is determined by fluctuations in markets outside our control and that the historical performance of a financial instrument is no indication as to its future performance.

23.6.4 可能会出现价格滑点：一般市场情况如波动性和流动性，可能会影响平台按照您指示的价格执行您的订单的能力。

Price slippage may occur: Normal market circumstances such as volatility and liquidity apply to this account and may impact on the Platform's ability to execute your orders at the price that you instruct it to do so.

23.6.5 如果你交易的产品不是以您帐户的基本货币进行交易，其汇率波动会影响您的利润和损失。

If you trade in a Product that is not quoted in the base currency of your account, currency exchange fluctuations will impact upon your profits and losses.

23.6.6 我们不保证您提交的限制损失的订单将以您指定的价格进行。在快速变动的市场中，您的订单可能会出现“跳空”，您的交易价格与您下达订单时的指定的价格出现差距，增加您的损失。如果发生“跳空”，那么在交易的金融产品中可能会有明显不同的价格，而其中没有机会执行您的交易。因此，您提交的限制损失的订单不应被视为将该交易损失限制在特定金额的担保。同样地，在快速变动的市场中，您的未结头寸可能会以比清算水平更低更不利的价格平仓并导致你的损失，所以它不应视为保证平仓价格。

We do not guarantee that an order you place to limit the loss on a trade will be filled at the price that you specify. In a fast moving market, your order may be liable to 'gap through', with the result that your trade is closed at an increased loss as compared with the level of the order that you placed. In the event that a 'gap through' occurs there can be a markedly different price in the financial instrument being traded with no opportunity to close your trade in-between. Therefore, an order you place to limit the loss on a trade should not be treated as a guarantee to limit your loss on that trade to a specific amount. Likewise, in a fast moving market your position may be closed at a less favorable level than the margin liquidation level which may result in you incurring losses, and it should not be considered as a guaranteed closing price.

23.6.7 您的交易可能受到企业行为类型事件的影响，其发生可能对该交易和/或您的帐户产生重大影响。我们建议您在与我们进行交易之前，先研究您打算进行的交易是否可能成为企业行为类型事件的主体并研究该行为有可能对你的交易所产生的影响。

One or more of your trades may be affected by a corporate action type event the occurrence of which may have a dramatic effect on that trade or trades and/or on your account generally. We recommend that before you open a trade with us you carry out your own research into whether the trade that you intend to open is liable to be the subject of a corporate action type event and if so the likely effect of that action on the trade that you wish to open.

24 赔偿与责任

INDEMNITY AND LIABILITY

因我们的欺诈行为而造成您过失死亡或受伤或其他损失，我们会对此负责。

We do not seek to exclude our liability to you in negligence for death or personal injury or for any losses caused by our fraud.

- 24.1 如果因您的错误而导致我们在履行此协议时产生债务、损失或任何费用，您都将按照要求赔偿我们。这包括聘请外部律师和根据本协议行使权力雇佣的相关机构所垫付的合理费用和诉讼费。
- You will indemnify us, and keep us indemnified on demand, in respect of all liabilities, losses or costs of any kind or nature whatsoever that may be incurred by us as a result of any failure by you to perform any of your obligations under this Agreement. This includes our reasonable legal costs and disbursements incurred with external solicitors and collections agencies in seeking to enforce our rights under this Agreement.
- 24.2 如果您存在欺诈行为或允许他人使用您的帐户，不论您知道与否，或因您的疏忽使他人能够使用您的帐户，由此造成的全部损失由您自己承担。
- You will be responsible for all losses on your Account if you act fraudulently or if you allowed another person to use your Account, whether you allowed that person to use your Account expressly or whether they were able to do so as a result of your negligence.
- 24.3 网站、平台、我们的通信方式一般不能免疫出错，有时会无法执行或根本无法执行。在法律许可范围内，如果延迟、错误、失效超出我们的控制范围，因网站、交易平台或其他交流方式部分或全部失效、延迟、错误造成的损失，不由我们承担。
- The Website, Platform and our communications infrastructure generally is not immune to failure and may from time to time fail to operate satisfactorily or at all. To the extent permitted by law, we will have no liability to you in relation to any loss that you suffer as a result of any delay or defect in or failure of the whole or any part of the Website, Trading Platform or any other part of our communications infrastructure provided that the occurrence of the delay, defect or failure was beyond our reasonable control.
- 24.4 如果网站、平台或其他交流方式部分或全部失效、延迟、错误，请立即通过电话告知我们相关失效、延迟、错误。请注意，我们不能协助您在电话上进行开仓和平仓。帐户暂停或限制期间，任何交易损失与我们无关，或在紧急情况下，网址部分内容、平台或通讯设施无法使用所造成的损失与我们无关。同意本协议，您同意对这些情况导致的全部损失负责。
- In the event of a delay or defect in or failure of the whole or any part of the Website, Platform or communications infrastructure generally you should immediately telephone us to report such delay, defect or failure. Please note that we are not able to carry out open or close orders over the telephone. We take no responsibility for any trading losses incurred during times when your account is suspended, restricted or during emergency situations when access to any part of the Website, Platform or communications infrastructure is not available. By consenting to this agreement, you agree to bear all responsibility for any losses incurred during or as a result of these situations.

- 24.5 如果我们给予合理照顾，在能力范围内提供服务，根据本协议履行义务，因以下事件造成的损失，我们对此不负责任：(a) 根据本协议，因我们的行为或过失造成的损失或(b) 电脑病毒、蠕虫、软件炸弹或通过本网站植入您电脑硬件或软件的类似物品，但我们采取了合理措施防止此类事件的发生。

Provided we have taken reasonable care and skill in the performance of our services and in carrying out our obligations under this Agreement, we will have no liability to you in relation to any loss you may have suffered caused by (a) any act or omission of ours under this Agreement or (b) in the event that any computer viruses, worms, software bombs or similar items are introduced into your computer hardware or software via the Website, provided that provided we have taken reasonable steps to prevent any such introduction.

25 不可抗力

FORCE MAJEURE EVENT

- 25.1 当紧急情况或市场异常时，或即将发生超出我们合理控制范围的事情或情况（“不可抗力事件”）时，我们总是以合理方式决定并作出行动。不可抗力事件包括但不限于：

We may determine, acting reasonably at all times, that an emergency or an exceptional market condition exists or is about to occur due to a cause or circumstance beyond our reasonable control (a “Force Majeure Event”). A Force Majeure Event will include, but is not limited to, the following:

- 25.1.1 网站、平台、通讯方式全部或部分延迟、错误、失效，阻碍我们为客户提供有序的交易服务；及
any delay or defect in or failure of the whole or any part of the Website, Platform or our communications infrastructure that prevents us from providing an orderly trading service to our clients; and
- 25.1.2 任何原因和情况妨碍我们为客户提供有序的交易服务，包括但不限于，火灾、洪水、其他自然灾害、地震、暴乱、能源供应中断、内乱、恐怖事件或战争、设备故障；及
any cause or circumstance including, but not limited to, fire, flood and other acts of God, strikes, riot, disruptions to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment that prevents us from providing an orderly trading service to our clients; and
- 25.1.3 相关供应商、委托人、负责人、交易对手、监护人、一级经纪人、交易所或清算所出现问题，在其履行义务的过程中，妨碍我们为客户提供有序的交易服务。
the failure of any relevant supplier, principal, or counterparty of ours, custodian, prime broker, exchange or clearing house for any reason, to perform its obligations that prevents us from providing an orderly trading service to our clients.

- 25.2 如果我们认定发生了不可抗力事件，我们可以在不通知您的情况下随时采取合理措施：
If we determine that a Force Majeure Event has occurred, we may, without notice, acting reasonably at all times:
- 25.2.1 因不可抗力范围无法遵守或履行相关条款，我们可暂停或修改本协议的全部或部分条款的采用；和/或
suspend or modify the application of all or any of the Terms of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply with the Term or Terms in question; and/or
- 25.2.2 取消您的部分或全部待执行订单，把您的部分或全部未结头寸平仓。
close any or all of your working orders and close all or any of your open trades in whole or in part.
- 25.3 如果我们认定发生不可抗力事件，我们会以合理方式尽快告知您我们根据该条款采取的措施。
We will inform you as soon as reasonably possible if a Force Majeure Event is determined by us to have occurred and of any action taken by us pursuant to this Term.

26 自动税务信息交换

AUTOMATIC TAX INFORMATION EXCHANGE

SVG 政府与某些特定国家/地区/领地参与了税务信息交换协议。这表示在 SVG 注册的金融机构需按照本协议履行报告义务。如果您是一个或多个上述地区/领地的居民纳税人，我们每个日历年年底需要向税务机构提交您的帐户信息。我们并会依从本协议要求您提供额外的资料或文件，若您拒绝，您的帐户或会以第 28 条被中止。

SVG Government has entered into automatic tax information exchange agreements with certain countries/dependencies/territories. This means that financial institutions registered in SVG have reporting obligations under the terms of the agreements. If you are resident for tax purposes in one or more of these countries/dependencies/territories, we are required to provide information about your live account to the tax authorities at the end of each calendar year. We may request additional information or documents from you in order to comply the agreement. If you fail to do so, your account may be terminated according to Clause 28.

27 修订

AMENDMENTS

- 27.1 发布在网站上的此协议在任何特定时间都具有效力。我们可随时修订本协议相关条款。如果做出修订，本协议的修订版会公布在网站上。修订自在网站上公布之日起生效，自生效之日起，适用于所有待执行订单和新的及现有交易。除非您有特别要

求，我们不会寄送新修订的纸质版协议给您。提交订单前，您应确保对这类订单感到满意，后续订单同样遵守最新版的协议。

The version of this Agreement posted on the Website is the version in force at any given time. We may amend any of the terms of this Agreement at any time. Any amendment will be made by posting the amended version of this Agreement on the Website. Any amendment will be effective as from the effective date as published on the Website and it will apply to all working orders and all new and existing trades as from the effective date. We will not send you a paper copy of any new version unless you request that we do so. You must make sure that, before submitting an order, you are happy for such order and any subsequent trade to be governed by the latest version of this Agreement.

- 27.2 除本协议另有规定外，我们可随时修改第 1.2 条所列的文件。修订会被立即生效，并适用于所有待执行订单和新的及现有交易。在网站公布修订版的文件时，我们竭力在修订版生效之前告知您的相关修订内容。

Save as where otherwise provided for in this Agreement, we may amend the documents stated in Clause 1.2 at any time. Any such amendment will be operative immediately and will apply to all orders and all new and existing trades thereafter. We shall endeavour to give you notice of amendments prior to them becoming operative by email but this may not always be possible.

28 解约

TERMINATION

- 28.1 任一方向对方发出书面解约通知，即可解除协议，除另有规定的通知外，解约立即生效。解约不会影响已产生的责任，不会影响因本协议或其他交易而产生的未偿付交易或其他法律权利或义务。解约后，未经我们许可，所有未结头寸都会被平仓。所有您亏欠我们的款项应立即偿还。

This Agreement may be terminated by either party upon giving the other party written notice of termination, which will take effect immediately, unless otherwise specified in the notice. Any such termination will not affect any obligation that may already have been incurred by either party in respect of any outstanding trade or any legal rights or obligations that may already have arisen under this Agreement or any dealings made thereunder. Upon termination, all open trades will be closed unless otherwise agreed by us. All sums due from you to us will become immediately payable.

- 28.2 不论您是否通过远程方式达成本协议，您无权取消本协议（但您可根据本条款解约）。

Whether or not you have entered into this Agreement by distance means, you are not entitled to cancel this Agreement (but you can terminate it in accordance with the provisions set out in this Term).

29 管辖语言

GOVERNING LANGUAGE

本协议及其他附加协议（现在和将来）均以英文编成。任何其他语言的翻译版本只是为方便客户。如本协议的英文版本及其他翻译版本有歧义，应以英文原版本为准。

This Agreement as well as any additional agreement hereto (both present and future) are made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions of English shall prevail.