



MONEX BOOM SECURITIES (H.K.) LIMITED
寶盛證券（香港）有限公司

CLIENT AGREEMENT AND SCHEDULES
客戶協議及附件
【 FUTURES TRADING 期貨交易 】

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Licensed by the Securities and Futures Commission for Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 7 (providing automated trading services) regulated activity (CE Number AEF808)
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獲證券及期貨事務監察委員會發牌可進行第 1 類（證券交易）、第二類（期貨合約交易）及第 7 類（提供自動化交易服務）受規管活動（中央編號：AEF808）

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In the event of any inconsistency between the English and Chinese language versions of this Agreement and Schedule, the English language version shall prevail.

倘本協議及附件的中、英文版本之間有不一致之處，概以英文本為準。

CLIENT AGREEMENT

This document (together with the related account application form, supplements and Client Acknowledgement (collectively "Agreement")) sets out the terms and conditions upon which Monex Boom Securities (H.K.) Limited ("BOOM") agrees (i) to establish and maintain an account ("Account") for the person(s) ("Client") named as the client in the account application form, for the purpose of entering into contracts of all kinds for futures and options trading and other related services to the Client on the Account.

Please read this document carefully and retain it for future reference.

1. DEFINITIONS AND INTERPRETATION

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

"Access Codes"	means together the login ID and login password;
"Business Day"	means any day other than a Saturday, a Sunday and any day which is a general holiday as defined under the General Holidays Ordinance (Cap. 149) of the Laws of Hong Kong;
"Client Acknowledgement"	means the respective policies and procedures disclosed to and accepted by the Client regarding the manner by which the trading and margin operations will be applied to the Account, as BOOM may in its sole and absolute determine from time to time with details posted on its website;
"Commodity" or "Commodities"	means any item and includes, without limitation, agricultural commodities, metals, currencies, shares, interest rates, indices or other financial contracts, energy, right or authority, and shall where the case requires include a Contract in respect of any of the above and whether or not the item is capable of being delivered;
"Contract"	means a Futures Contract or Options Contract;
"Event of Default"	shall have the meaning ascribed to it in clause 11.3;
"Futures Contract"	means a contract traded on an exchange, the effect of which is that: (i) one party agrees to deliver to the other party at an agreed future time an agreed Commodity or quantity of a Commodity at an agreed price; or (ii) the parties agree to make an adjustment between them at an agreed future time according to whether the agreed Commodity is worth more or less or as the case may be, stands higher or lower at that time than a price level agreed at the time of making the contract, the difference being determined in accordance with the rules of the exchange on which the contract is made;
"Instruction"	means any instruction given by the Client including any instruction for or in respect of (i) the buying, selling, entering into, closing out of or other dealing in any Contract, (ii) the deposit or withdrawal of funds or other assets into or from the Account, or (iv) the exercise of any rights in respect of any funds or other assets in the Account;
"Margin"	means such amount in such currency and such other security whatsoever as BOOM may from time to time demand from the Client by way of margin, variation adjustments or cash adjustments in relation to Contracts;
"Market Information"	includes market commentary, research reports and news and data relating to the prices for Contracts;
"Options Contract"	means a contract pursuant to which one party grants to the other party a right, exercisable by latter party either on or (as the case may be) on or before a specified date, to acquire or (as the case may be) to dispose of a specified quantity of a Commodity or Futures Contract at an agreed price.

Any reference in this Agreement to the word "includes" or "including" shall be construed as a reference to "includes without limitation" or "including without limitation".

Words and expressions importing the masculine gender include the feminine and neuter genders and references to a person shall be construed as including an individual, firm, body corporation, association (whether incorporated or not). Words importing the singular include the plural and vice-versa.

2. BOOM

BOOM is licensed by the Securities and Futures Commission ("SFC") for Type 1 (dealing in securities), Type 2 (dealing in futures contracts) and Type 7 (providing automated trading services) regulated activity under CE Number AEF808. Its registered office is at Room 2501, 25/F, AIA Tower, 183 Electric Road, North Point, Hong Kong. BOOM shall trade products as may be approved by the Hong Kong Futures Exchange ("HKFE") from time to time to execute, process or effect transactions through HKFE and clearing member of the HKFE in Hong Kong.

客戶協議

寶盛證券(香港)有限公司("BOOM")根據本文件(連同相關的帳戶申請表、附件及客戶交易須知合稱「協議」)所訂條款及條件同意(i)為帳戶申請表列明的人士("客戶")開設及維持帳戶("帳戶")以訂立期貨及期權各種交易合約,及使用該帳戶向客戶提供其他相關服務。

請細閱本文件,並保留供日後參考之用。

1. 定義及釋義

在本協議中,以下詞語除文意另有規定外,具以下涵意:

「帳戶登入編碼」	指登入編號及登入密碼;
「營業日」	指任何一日除了星期六、星期日及於香港法例《公眾假期條例》(第149章)所定義該日為公眾假期的日子;
「客戶交易須知」	指已向客戶披露並被客戶已接受、適用於帳戶交易及保證金操作方式的有關政策及程序,BOOM可不時全權及絕對酌情決定該等政策及程序,並於公司網頁刊登有關詳情;
「商品」	指任何東西,包括但不限於農產品、金屬、貨幣、證券、利率、指數或其他金融合約、能源、權利或權力,以及如情況所需,包括上述任何一項之合約及於每一種情況,都不論該物品可否作實際支付;
「合約」	指期貨合約或期權合約;
「違約事件」	具第11.3條賦予該詞的意思;
「期貨合約」	指在交易所買賣的合約,其效果為:(i)一方承諾在雙方約定的將來時間及以約定的價格,交付與另一方雙方約定的商品或約定數量的商品;或(ii)雙方同意在將來的時間根據約定的商品當時之價值升跌或是否高於或低於(視情況而定)與訂立合約時雙方協定之價值而作出調整,有關差額將根據在訂立該合約之交易所規則決定;
「指示」	指客戶所作的指示,包括為以下事項或就以下事項所作的指示:(i)就任何合約的買入、賣出、訂立、將之平倉或其他交易,(ii)在帳戶存入或提取任何資金或其他資產,或(iv)行使與帳戶中任何資金或其他資產有關的任何權利;
「保證金」	指BOOM不時就有關合約以保證金計算、差額調整或其他現金調整方式而要求客戶以指定貨幣交付的數額或其他抵押品;
「市場資訊」	包括關於合約的價格的市場評論、研究報告及新聞和數據;
「期權合約」	指合約一方授予合約另一方之權利,使另一方可於指定日期前或當日,視乎情況而定,行使該權利,以約定價格向該一方購買或處置指定數量之商品或期貨合約。

在本協議中,凡提述「包括」一詞須解釋為提述「包括但不限於」。

凡指涉男性的字詞和語句亦包括指涉女性詞及中性詞,而提述人士須解釋為包括提述個人、商號、法團、組織(不論是否已組織為法人)。凡指涉單數的字詞亦包括其複數,反之亦然。

2. BOOM

BOOM獲證券及期貨事務監察委員會("證監會")發牌可進行第1類(證券交易)、第2類(期貨合約交易)及第7類(提供自動化交易服務)受規管活動,中央編號為AEF808,註冊辦事處為香港北角電氣道183號友邦廣場25樓2501室。BOOM就香港期貨交易所("期交所")不時批准的交易所產品,通過期交所及結算所參與者執行、處理或進行交易。

3. DESCRIPTION OF SERVICE

3.1. Scope of Services

BOOM may provide the Client with the following services and such other services as it may from time to time agree in writing:

- (a) to, so far as it considers reasonably practicable, enter into or close out any Contract on the Account in accordance with Instructions given by the Client over the online trading platform and, if the Client is unable to access the online trading platform, by telephone or other means of communication agreed to by BOOM;
- (b) to arrange for clearing and settlement of such trades;
- (c) to hold funds and other assets for the Client on the Account; and
- (d) to provide such information relating to investments as BOOM may in its sole and absolute discretion determine from time to time

Unless otherwise notified to the Client, BOOM shall act as the agent for the Client. In executing any Instruction, BOOM may in its sole and absolute discretion determine the method by which such trade is executed including choice of broker, clearing agent or counterparty. Where BOOM is unable to execute any order in full, it may execute the order in part without reference to the Client and without liability to the Client for any loss he may incur as a result of the order not being executed in full.

3.2. Limitations in Services

The Client acknowledges that BOOM does not provide investment advice. Without limiting the foregoing:

- (a) BOOM does not advise the Client or exercise any judgement on behalf of the Client as to the suitability or profitability of any trade or the legal, financial or tax consequences of any trade. The Client shall make his own judgement with respect to each trade and shall assume full responsibility for his trades. Neither BOOM nor any of its employees, officers or agents accept any liability for any loss or damage incurred or suffered by the Client as a result of or in connection with any information provided by BOOM to the Client in respect of any trade.
- (b) BOOM does not monitor the performance of the Contracts and other assets held by the Client and has no duty to recommend any trade based on any change in any circumstance or otherwise. BOOM shall not be liable for any diminution in value of any Contract or other assets in the Account.
- (c) In the event that BOOM provides any Market Information (that include data relating to prices for Contracts) to the Client which the Client may use for making his own investment decisions, the Client acknowledges that such Market Information is provided by third parties and BOOM does not and has no duty to verify the accuracy or completeness of such Market Information. BOOM makes no warranty or representation as to the accuracy or completeness of such Market Information and shall not be liable to the Client for any loss as a result of such Market Information being inaccurate or incomplete. For the avoidance of doubt, BOOM shall not be liable to the Client for any loss if the Client's position is closed out or forced liquidated by the trading system due to discrepancy between Market Information and actual market prices. The provision by BOOM of Market Information to the Client shall not constitute advice from BOOM to the Client and shall not be construed as a recommendation of the Contracts to which such Market Information relates. BOOM shall not be liable to the Client in any circumstances for any loss the Client may incur as a result of relying on Market Information, even if, for the avoidance of doubt, such Market Information has been negligently or fraudulently prepared.

BOOM shall not in any event be liable to the Client for any tax liability that the Client may incur as a result of any trade.

3.3. Delegation

BOOM may delegate, in whole or in part, any of the services which it offers and any of its duties in this Agreement to such persons, whether in or outside of Hong Kong, including BOOM affiliates, brokers, clearing agents and counterparties, on such terms and conditions which it may in its sole and absolute discretion determine. BOOM is authorized to provide information about the Account to such persons.

3.4. Applicable Laws

All trades shall be subject to the laws, regulations, rules and customs governing the market, exchange or clearing house in which such trades are executed, cleared or settled. Therefore, if BOOM is required by such applicable laws to amend the terms and conditions of any transaction, BOOM may, without prior notice to the Client, take such action as we may in BOOM's absolute discretion consider appropriate to comply accordingly and such actions shall be binding on the Client.

BOOM is authorized to collect and pay on behalf of the Client all levies, fees, duties and taxes applicable to all trades on any market, exchange or clearing house.

BOOM shall, upon the Client's request, provide to the Client product specifications and any prospectus or offering document covering such Contracts.

4. INSTRUCTIONS

4.1. Acceptance

BOOM may in its sole and absolute discretion determine whether to accept or refuse any Instruction from the Client. Without limitation, BOOM may refuse any Instruction if, in its sole opinion, there are insufficient funds in the Account to give effect to such Instruction or if it considers that the execution of such Instruction would result in a contravention,

3. 服務說明

3.1. 服務範圍

BOOM 可向客戶提供以下服務，以及不時經書面同意的其他服務：

- (a) 按客戶於網上交易平台及（如客戶未能登入網上交易平台）以電話或 BOOM 同意的其他通訊方法所作指示，在 BOOM 認為合理可行的情況下，就帳戶進行訂立合約或合約平倉的交易；
- (b) 安排買賣的結算及交收；
- (c) 以客戶帳戶持有資金及其他資產；及
- (d) 提供 BOOM 可能不時全權及絕對酌情決定與投資有關的資訊。

除非 BOOM 另作通知客戶，BOOM 乃客戶的代理人。在執行任何指示時，BOOM 可全權及絕對酌情決定執行買賣的方法，包括選用的經紀、結算代理人或對手方。如 BOOM 未能全數執行任何買賣盤，BOOM 可無須知會客戶而執行買賣盤的其中部份，而且不會因未能執行全部買賣盤所引致的任何損失而對客戶負責。

3.2. 服務限制

客戶確認 BOOM 並不提供投資意見。在不局限前述條文下：

- (a) BOOM 不會就任何買賣的適合性或盈利水平，或任何買賣的法律、財務或稅務後果，而向客戶提出意見或代客戶作出任何判斷。客戶須就每宗買賣自行作出判斷，並對其買賣負全部責任。倘客戶因 BOOM 向其提供就任何買賣有關的資訊而招致或與之有關而蒙受任何損失或損害，BOOM 及其任何僱員、高級人員或代理人均不承擔任何責任。
- (b) BOOM 並不監察客戶所持合約及其所持的其他資產的表現，而且 BOOM 沒有責任按任何情況或其他方面的變化而建議任何買賣。BOOM 對於帳戶中任何合約或其他資產的價值縮減概不負責。
- (c) 倘 BOOM 向客戶提供任何市場資訊（包括有關合約價格的數據），而客戶以之作出其投資決策，則客戶確認該等市場資訊乃由第三者提供，BOOM 不會而且沒有責任核實該等市場資訊是否正確或完整。對於該等市場資訊是否正確或完整，BOOM 不作任何保證或陳述，並且對於客戶因該等資訊不正確或不完整所招致的損失概不負責。為免引起疑問，倘若市場資訊與實際市場價格因出現偏差而導致客戶持倉被交易系統進行平倉或強制平倉所引致的任何損失，BOOM 不會對客戶承擔任何責任。BOOM 向客戶提供市場資訊並不構成 BOOM 向客戶提供意見，而且不該解釋為推介與該等市場資訊有關的合約。在任何情況下，對於客戶因依賴市場資訊（而且為免引起疑問，即使該等市場資訊是在疏忽或欺詐的情況下擬備）而招致任何損失，BOOM 亦概不負責。

在任何情況下，BOOM 對客戶因任何買賣而招致的稅務責任概不負責。

3.3. 職能轉授

BOOM 可按其全權及絕對酌情決定的條款及條件，將其按本協議提供的任何服務及任何職責全部或部分轉授予香港境內或境外的人士，包括 BOOM 的聯繫公司、經紀、結算代理人及對手方。BOOM 已獲授權向該等人士提供有關帳戶的資訊。

3.4. 適用法律

所有買賣均須符合執行、結算或交收該等買賣的市場、交易所或結算所的法律、規例、規則及慣例。因此，如果 BOOM 被適用法律要求修改任何交易的條款和條件，BOOM 可以在沒有事先通知客戶的情況下採取 BOOM 絕對酌情決定認為適當的相應措施，而客戶會受有關修訂條款所約束。

BOOM 已獲授權代客戶收取及支付適用於在任何市場、交易所或結算所進行的買賣的所有徵費、費用、稅費及稅項。

BOOM 須應客戶要求，提供合約相關的規格資料、章程或其他要約文件。

4. 指示

4.1. 接受

BOOM 可全權及絕對酌情決定是否接受或拒絕客戶的指示。在不局限於如下的情況下，BOOM 如單獨認為帳戶內的資金不足以執行該指示，或如認為執行該指示會導致 BOOM 或客戶違反任何法律、規例或規則，則可拒絕任何指示。在接受任何指示時，

whether by it or the Client, of any law, regulation or rule. In accepting any Instruction, BOOM may impose such conditions, if any, which it may in its sole and absolute discretion determine. BOOM may review Instructions before executing them. BOOM shall not be liable for any interest or other loss arising from (i) delay occasioned by any review of Instructions before executing them, (ii) BOOM's refusal to accept any Instruction, or (iii) delay in communication of any refusal to accept any Instruction. Once accepted, an Instruction is not revocable without the express written consent of BOOM and the Client shall be bound by any act taken by BOOM in pursuance of the Instruction notwithstanding any request by the Client to cancel it.

Unless otherwise stated by BOOM, an Instruction given by the Client for the opening and closing of Contracts shall only be good for the trading day on which such an Instruction is given relevant to the exchange or such other expiration day or such other later time, as agreed between BOOM and the Client and any Contracts (in whole or in part) which remains unexecuted, for which the Instruction is good shall lapse automatically.

4.2. Authorized Signatories

BOOM may rely upon any Instruction from any person (from time to time) designated by the Client as an authorized signatory and for the purposes of this Agreement, any such Instruction shall be deemed to be an Instruction from and binding on the Client whether or not such person had actual authority to give such Instruction. The Client shall ratify and confirm all Instructions from any such person.

4.3. Communication Risks

BOOM shall not be liable to the Client for any loss the Client may incur as a result of (i) BOOM acting upon any Instruction which it believes in good faith to have been duly authorized by the Client, or (ii) BOOM acting in good faith upon any Instruction without reference to the Client notwithstanding that the transmission of such Instruction may have been delayed or corrupted. In the event that any Instruction is ambiguous, inaccurate or incomplete, BOOM may, without any liability to the Client and without further reference to the Client, adopt any reasonable interpretation of such Instruction.

4.4. Online Instructions

Without prejudice to clause 4.2, the Client shall be solely responsible for all Instructions relating to the Account which are entered into the online trading platform using the Client's Access Codes. The right to use the online trading platform is personal and the Client shall keep his Access Codes confidential and take all reasonable steps to protect his Access Codes from being used for unauthorized access to the online trading platform including by (i) ensuring that its login password and login ID are different, and (ii) changing its login password on a regular basis. The Client shall immediately notify BOOM in writing if he becomes aware of any disclosure or use of his Access Codes that the Client has not authorized. The Client shall check the digital certificate of the BOOM website used to access the online trading platform to verify the integrity of the domain name entered by him to access the online trading platform.

BOOM shall not be liable for acting upon any Instruction which it receives over the online trading platform and which has been authenticated by the Client's Access Codes. BOOM may, in its sole and absolute discretion, determine which Access Codes may be required to give any Instruction on the online trading platform. The Client shall indemnify BOOM in full against any loss or expense BOOM may incur as a result of BOOM accepting any Instruction authenticated through the online trading platform which has not been duly authorized by the Client.

The Client shall immediately notify BOOM if (i) the Client has placed an Instruction through the online trading platform but the Client has not received an acknowledgement of the Instruction or of Instruction execution, or (ii) the Client has received an acknowledgement of an Instruction which he did not authorize.

4.5. Telephone Instructions

Without prejudice to clause 4.1, BOOM may accept and rely upon Instructions to trade Contracts which BOOM believes in good faith to have originated from the Client transmitted by telephone. BOOM shall be under no duty to confirm the authenticity of such Instructions by any means, including non-telephonic means. The Client shall indemnify BOOM from any loss or expense BOOM may incur as a result of accepting or relying upon Instructions transmitted by telephone.

4.6. Email and Facsimile Instructions

Without prejudice to clause 4.1, BOOM may accept and rely upon Instructions which it believes in good faith to have originated from the Client transmitted by email or facsimile. BOOM shall be under no duty to confirm the authenticity of such Instructions by any means and without limitation, shall have no duty to verify that the email address or the facsimile number from which Instructions are transmitted to BOOM is an email address or facsimile number authorized or specified by the Client. The Client shall indemnify BOOM from any loss or expense BOOM may incur as a result of accepting or relying upon Instructions transmitted by email or facsimile. The Client shall not give Instructions to enter into, open or closing out of any Contracts on an exchange or other market by email or facsimile (and for the avoidance of doubt, such Instructions do not include clearing and settlement instructions) and BOOM shall have no duty to accept such Instructions.

4.7. Consolidation, Disaggregation & Prioritization

BOOM may, in its sole and absolute discretion, consolidate orders from the Client with similar orders from other persons to whom BOOM provides services or disaggregate orders from the Client provided that:

- (a) BOOM reasonably expects that such consolidation or disaggregation will not result in the execution of orders at a price less favourable than could have been achieved had such orders been executed without consolidation or disaggregation;

BOOM 可規定其可全權及絕對酌情決定的條件(若有)。BOOM 在執行指示前,可先予覆核。BOOM 無須因以下情況所引起的任何利息或其他損失而負責:(i) 在執行指示前任何因覆核指示引致的延誤,(ii) BOOM 拒絕接受任何指示,或(iii) 在傳達拒絕接受指示上的延誤。除非經 BOOM 明確書面同意,指示一經接受即不可撤回,即使客戶要求取消有關指示,客戶須受 BOOM 按指示作出的任何作為約束。

除非 BOOM 另有說明,客戶開立合約及將合約平倉的指示僅適用於作出該指示的、有關交易所的交易日或其他失效日或其他較後時間,根據 BOOM 與客戶之間的協議,任何合約未有執行的全部或部分指示須自動失效。

4.2. 授權簽署人

BOOM 可根據客戶(不時)指定為授權簽署人的任何人士所作的指示,而就本協議而言,該等指示須視為客戶的指示並對客戶具約束力,不論該人士是否具實際權限作出該指示。客戶須追認並確認由該人士作出的一切指示。

4.3. 通訊風險

對於客戶因以下原因所招致的任何損失,BOOM 概無須對客戶負責:(i) BOOM 真誠相信其按照客戶正式授權的指示行事;或(ii) BOOM 在沒有徵詢客戶之下真誠相信其按照指示行事,即使該指示在傳遞中或有延誤或誤謬。倘指示不明確、不準確或不完整,BOOM 可在無須對客戶負責以及無須進一步徵詢客戶下,對指示採取合理詮釋。

4.4. 網上指示

在不損害第 4.2 條規定的原則下,客戶須就其使用其帳戶登入編碼登入網上交易平台就其帳戶作出的一切指示單獨負責。使用網上交易平台的權利是個人的,客戶須將其帳戶登入編碼保密,並採取一切合理措施避免其帳戶登入編碼在未經授權下用於登入網上交易平台,包括(i) 確保其登入密碼與登入編號不同,及(ii) 定期更改其登入密碼。如客戶察覺其帳戶登入編碼未經其授權下披露或使用,須立即以書面通知 BOOM。客戶須核對用於登入網上交易平台的 BOOM 網站電子證書,以核實客戶為登入網上交易平台而輸入的域名的真確性。

如 BOOM 按其從網上交易平台收到的指示行事,而指示是經客戶的帳戶登入編碼認證的,則 BOOM 無須就此負任何責任。BOOM 可全權及絕對酌情決定以哪些帳戶登入編碼在網上交易平台作出指示。倘 BOOM 因接受經網上交易平台認證但又未經客戶正式授權的指示而招致任何損失或開支,客戶須全數彌償 BOOM。

如有以下情況,客戶須立即通知 BOOM:(i) 客戶經網上交易平台提交指示後卻沒有收到確認指示或確認指示已執行的通知,或(ii) 客戶收到有關未經其授權的指示的確認通知。

4.5. 以電話作出指示

在不損害第 4.1 條規定下,BOOM 可接受並依賴其真誠相信是客戶以電話發出的買賣合約指示。BOOM 並沒有責任以任何方式(包括非電話方式)確認該等指示的真確性。倘 BOOM 因接受或依賴以電話作出的指示而招致任何損失或開支,客戶須對 BOOM 作出彌償。

4.6. 以電子郵件及傳真作出指示

在不損害第 4.1 條規定下,BOOM 可接受並依賴其真誠相信是由客戶以電郵或傳真傳遞的指示。BOOM 沒有責任以任何方法確認該等指示的真確性,而且在沒有局限下,沒有責任核實用以向 BOOM 傳遞指示的電郵地址或傳真號碼是客戶認可或指明的。倘 BOOM 因接受或依賴以電郵或傳真傳遞的指示而招致任何損失或開支,客戶須對 BOOM 作出彌償。客戶不得以電郵或傳真作出於交易所或其他市場任何訂立合約、開立合約或將合約平倉的指示,(及為免引起疑問,該等指示並不包括結算及交收的指示),而 BOOM 並沒有責任接受該等指示。

4.7. 合併、拆解合併及優先次序安排

在以下的情況下,BOOM 可全權及絕對酌情決定將客戶的買賣盤與 BOOM 服務的其他人士的類似買賣盤合併或將客戶的買賣盤拆解合併:

- (a) BOOM 合理預期尚進行有關合併或拆解合併後,執行買賣盤的價格不會差於在沒有進行合併或拆解合併時執行該等買賣盤的價格;

- (b) in the event of there being insufficient Contracts available to satisfy consolidated purchase orders, BOOM may allocate the number of Contracts actually executed between the Client and other persons to whom BOOM provides services in such manner as BOOM may in its sole and absolute discretion determine to be fair; and
- (c) in the event that the prices at which orders are executed are different, BOOM may allocate the orders on the basis of the average price or such other basis which BOOM determines in its sole and absolute discretion is fair as between the Client and other persons to whom BOOM provides services.

BOOM may prioritize Instructions in such manner as it may in its sole and absolute discretion determine to be fair.

4.8. Logs & Recordings

BOOM may make a log of all interactions with the Client and record all telephone calls with the Client. Recordings of telephone calls and logs are the sole property of BOOM and BOOM may dispose of such recordings and logs as it may in its sole and absolute discretion determine. The Client agrees that recordings may be used as evidence of the contents of calls and logs may be used as evidence of the communications made between BOOM and the Client.

5. MARGIN

- 5.1. In respect of all Contracts entered into by BOOM, the Client shall before the relevant Contract is entered into or otherwise immediately upon demand provide BOOM with such Margin in such form and amount and on such terms as BOOM may in its absolute discretion require from time to time. Such Margin must be maintained at BOOM and the Client shall not withdraw the Margin until the open Contract to which the Margin relates has been closed out.
- 5.2. The amount of BOOM's Margin may exceed any margin requirement prescribed by any exchange and clearing house and may be changed by BOOM with immediate effect without prior notice to the Client. BOOM may be entitled to refuse Client's trading Instruction unless required Margin has been provided to BOOM.
- 5.3. BOOM shall be entitled to demand from Client from time to time such additional Margin as BOOM shall think fit in its absolute discretion whether to comply with any requirement imposed by law or any exchange or clearing house or otherwise, and the Client shall immediately upon demand provide BOOM such additional Margin.
- 5.4. Without prejudice to BOOM's right of liquidation under clause 11.4 below, failure to meet margin calls may result in BOOM being entitled or obliged by the rules or regulations of the exchange or clearing house to close out the open Contracts held on Client's behalf in respect of which any Margin calls are not met within the period specified by BOOM or at the time of making such call(s), including notifying the relevant exchange, clearing house or counterparty particulars of such open Contracts in the Account and outstanding Margin amount as may be specified by BOOM.
- 5.5. BOOM may from time to time, without prior notice to the Client and in BOOM's absolute discretion, transfer all or any part of the Margin or other amounts held for the Client to any account of the exchange, clearing house or counterparty to enable BOOM to pay any margin or other sums of money demanded or required by such exchange, clearing house or counterparty in connection with Contracts executed by BOOM for an on behalf of the Client.

6. CUSTODY OF ASSETS

6.1. Cash and Other Assets

Where BOOM receives or holds funds and other assets for or on behalf of the Client on the Account, BOOM may deposit such funds and other assets in a segregated account designated as trust (segregated from BOOM's assets) or client account with such banks, brokers or clearing houses as BOOM may in its sole and absolute determine. These funds and other assets so held by BOOM shall not form part of the assets of BOOM for insolvency or winding up purposes but shall be returned to the Client upon the appointment of a provisional liquidator or similar officer over all or part of BOOM's business or assets.

All funds and other assets (including, approved debt securities or approved securities) received by BOOM from the Client or from any other person, including the clearing house, shall be held in the manner under the rules and regulations applicable to BOOM. The Client hereby authorizes BOOM to apply such funds and other assets in the manner set out in such rules and regulations, in particular, that BOOM may apply such funds and other assets in or towards meeting BOOM's obligations to any party insofar as such obligations arise in connection with or incidental to any Contracts business transacted by BOOM on behalf of the Client.

The Client acknowledges that in respect of any account of BOOM maintained with the clearing house or counterparty in respect of any Contracts business transacted on behalf of the Client and whether or not funds and other assets has been paid to or deposited with the clearing house, as between BOOM and clearing house, BOOM deals as principal and accordingly no such account is impressed with any trust or other equitable interests in favour of the Client and funds and other assets paid to or deposited with the clearing house are thereby freed from the trust referred to in the above.

6.2. Fund Deposits

To deposit funds into the Account, the Client shall arrange for the deposit or transfer of the funds to BOOM's client account as specified by BOOM from time to time. Without prejudice to clause 4, BOOM shall be under no duty to credit any funds to the Account until it has received cleared and immediately available funds into its client account and is able to match those funds deposited or transferred from the Client. Where BOOM receives

- (b) 倘可提供的合約不足以執行合併的買盤，BOOM 可將實際執行的合約數目，按 BOOM 全權及絕對酌情決定認為公平的方式分配予客戶及獲 BOOM 提供服務的其他人士；及

- (c) 倘買賣盤之間的執行價格有差異，BOOM 可按平均價或其全權及絕對酌情決定認為公平的其他基準，將買賣盤分配予客戶及獲 BOOM 提供服務的其他人士。

BOOM 可按其全權及絕對酌情決定認為公平的方式將指示安排先後次序。

4.8. 記錄冊及錄音

BOOM 可將與客戶的一切通訊往來以記錄冊記錄，並將與客戶的一切電話通話進行錄音。電話通話的錄音及記錄冊均為 BOOM 單獨擁有的財產，BOOM 可全權及絕對酌情決定處置該等錄音及記錄冊。客戶同意該等錄音可用作通話內容的證據，而記錄冊則可用作 BOOM 與客戶之間通訊的證據。

5. 保證金

- 5.1. 關於 BOOM 代表客戶以代理人身份訂立的所有合約，客戶須於有關合約訂立之前或否則即時應 BOOM 的要求向 BOOM 提供其不時依據絕對酌情權所要求的保證金，而該保證金須符合 BOOM 所規定的形式、數額及某些條件。該保證金須一直維持予 BOOM，直至有關的未平倉合約被平倉之後，客戶方可提取保證金。
- 5.2. BOOM 所要求的保證金數額可能會超過任何交易所或結算所所要求的保證金數額，並且 BOOM 可無需事先通知客戶而即時更改該保證金所需的數額。BOOM 有權拒絕執行客戶的指示，除非客戶已向 BOOM 提供所要求的保證金。
- 5.3. BOOM 可依據其絕對酌情權不時要求客戶向 BOOM 支付其認為適當的額外保證金，不論此舉是否為符合由法律或任何交易所或結算所所施加的要求而作出，而客戶必須在接獲有關要求後即時向 BOOM 支付該額外保證金。
- 5.4. 根據第 11.4 條，在不損害 BOOM 強制平倉權利下，如果未能滿足繳交保證金的通知，將會令 BOOM 有權或按照有關交易所或結算所的規則或規例有責任將代表客戶持有而未有於 BOOM 指明的時間內或作出該等通知之時繳足保證金的未平倉合約平倉，及/或通知有關交易所、結算所及對手方關於帳戶裡該等未平倉合約及 BOOM 指明的追繳保證金金額的詳情。
- 5.5. BOOM 可不時在沒有事先通知客戶的情況之下，按絕對酌情權將其代客戶持有之所有或任何部份保證金或其他款額轉撥往設於任何交易所、結算所或對手方之任何帳戶內，以便 BOOM 支付該等交易所、結算所或對手方所追收、要求支付或以任何名義規定的與 BOOM 為客戶執行的合約交易有關的任何保證金或其他款項。

6. 資產託管

6.1. 現金及其他資產

如 BOOM 為或代客戶的帳戶收取或持有資金及其他資產，BOOM 可將該等資金及其他資產存入在 BOOM 全權及絕對酌情決定的銀行、經紀或結算所開設並指定為信託（與 BOOM 資產分開）或客戶帳戶的獨立帳戶。BOOM 按此方式持有的所有資金及其他資產不得成為 BOOM 破產或清盤時其資產的一部份，而必須在任命臨時清盤人或類似人員處理 BOOM 所有或任何部分的業務或資產後交還客戶。

BOOM 向客戶或其他人士包括結算所收取之所有資金及其他資產（包括核准債務證券或核准證券），均須按適用於 BOOM 的規則或規例所指明之方式持有。客戶謹此授權 BOOM 可按該等規則或規例使用任何該等資金及其他資產，就 BOOM 代表客戶處理任何合約買賣所涉及或附帶的任何責任，BOOM 可將該等資金及其他資產用作履行 BOOM 向任何一方之責任。

客戶確認有關任何由 BOOM 在結算所或對手方因 BOOM 代表客戶處理期貨合約及期權合約買賣而開立的帳戶，不論資金及其他資產是否已經繳付予或存入結算所（此為 BOOM 與結算所之間的安排），而 BOOM 仍以當事人辦理，因此，任何該等帳戶均不受有利於客戶的任何信託或其他衡平法權益影響，而已經繳付予或存入結算所的款項及其他資產亦因此不受上述提及的信託限制。

6.2. 存入資金

客戶在帳戶存入資金，須安排將資金存入或轉撥至 BOOM 不時指定的 BOOM 的客戶帳戶。在不損害第 4 條規定的原則下，在 BOOM 於其客戶帳戶收到已結清並可即時取用的資金而又能將該等資金與客戶存入或轉撥的資金配對之前，BOOM 並沒有責任將

cleared and immediately available funds into BOOM's client account after the cut off time specified by BOOM from time to time on any Business Day, the funds will be credited to the Account no earlier than the next Business Day. BOOM shall not be liable to the Client for:

- (a) any charges levied by the Client's bank to effect any transfer to BOOM's client account;
- (b) any delay in crediting funds to the Account for any reason including in the event that (i) BOOM's bankers (or any other bank with whom such bankers deal) return the funds as a result of the transfer Instructions containing any error in the description of BOOM as the beneficiary or for any other reason, or (ii) an incorrect amount or incorrectly identifies the transferor.

6.3. Interest

BOOM may pay interest on funds in the Account at such rate calculated by such method as it may from time to time determine in its sole and absolute discretion. BOOM shall be under no duty to notify the Client of any change in such rate. BOOM shall not pay interest where the cash balance on the Account does not exceed such amount as BOOM may specify from time to time as the minimum cash balance for interest payment.

6.4. Fund Withdrawals

To withdraw funds from the Account, the Client shall give funds withdrawal instruction to BOOM in the form and manner acceptable to BOOM. Without prejudice to clause 4, BOOM shall be under no duty to process any withdrawal if:

- (a) available funds in the Account are insufficient to meet the withdrawal or, in the opinion of BOOM, such funds together with other assets in the Account are or would following such withdrawal be insufficient to meet the Client's liabilities to BOOM, whether actual or contingent, present or future;
- (b) the fund withdrawal instruction specifies a beneficiary (whether the name of the payee of a cheque by which funds are to be withdrawn or the name of the bank account to which funds are to be transferred or otherwise) other than the Client; or
- (c) the Client is in material breach of any provision of this Agreement.

BOOM shall effect all withdrawal requests by delivery of a cheque or the transfer of funds telegraphically. The Client acknowledges that banks may charge and BOOM may authorize such banks to deduct fees from the amount withdrawn in connection with any telegraphic transfer. BOOM is not in a position to and shall have no duty to verify that any account to which funds are transferred is in fact an account of the beneficiary specified in the Client's Instruction. BOOM shall not be liable to the Client for any delay in the Client's receipt of funds withdrawn from the Account. Risk of funds shall pass to the Client upon BOOM issuing and sending a cheque to the Client or giving an instruction to BOOM's bank to transfer funds to the Client in accordance with the Client's Instruction.

7. FEES & EXPENSES

7.1. General

The Client shall pay and authorizes BOOM to debit from the Account such fees, including the annual fee (where applicable) at such times and in such amounts as BOOM may from time to time specify in its schedule of fees as posted on its website. The Client shall indemnify and keep fully indemnified BOOM from any expense incurred by BOOM in executing Client's Instructions or in receiving or holding funds for the Client (including brokerage fees, exchange fees, clearing fees, taxes, duties, and levies).

7.2. Minimum Transaction Frequency or Account Balance

Without prejudice to the foregoing, BOOM shall be entitled to charge an annual fee against the Account if the Client fails to meet such minimum number of transactions or maintain such minimum account balance as BOOM may from time to time specify.

8. CLIENT REPORTING

Each email in respect of the availability of statements of account on the online trading platform or enclosing statements of accounts issued by BOOM in respect of the Account shall constitute a communication to which clause 18 shall apply. The Client shall review all daily and monthly statements within two (2) days of the issuance of an email notifying the Client of the availability of such statements or enclosing such statement, as the case may be, and shall notify BOOM immediately of any objection (including any claim of unauthorized withdrawal of funds from the Account or any trade on the Account that has not been authorized or the terms of which have not been authorized) to any transaction therein. In the absence of manifest error, all statements shall be deemed to be accurate and conclusive if not objected to within fourteen (14) days of the date of their issuance. BOOM shall not in any circumstance whatsoever be liable to the Client for any loss the Client may incur, whether as a result of negligence, wilful default, fraud or otherwise, if such loss is apparent from a review of a statement and the Client fails to notify BOOM of such loss by an objection as aforesaid. The Client shall save a copy of all statements on his own computer. The Client acknowledges that daily statements may include trade confirmation information in lieu of contract notes.

9. SETTLEMENT

The Client shall indemnify BOOM in full for all outgoings and liabilities incurred by BOOM in performing its services under or in connection with this Agreement. Without limiting the foregoing, the Client shall be liable for and shall promptly settle all interest, fees, expenses (including levies, duties, and taxes), trades on the Account and all debit balances outstanding on the Account. The Client authorizes BOOM (i) to deduct from the funds standing to the credit of the Account any sum to effect such settlement, and (ii) to apply any sum received or held by BOOM on the Account to any liability of the Client.

任何資金記入帳戶。如 BOOM 在任何營業日其不時指定的截止時間之後在其客戶帳戶收到已結清並可即時取用的資金，則該等資金不會早於下一營業日記入帳戶。BOOM 無須就以下事項對客戶負責：

- (a) 客戶的銀行就將資金轉撥至 BOOM 的客戶帳戶而收取的任何費用；
- (b) 資金記入帳戶因任何原因發生延誤，包括 (i) BOOM 的銀行（或與該銀行往來的其他銀行）因過戶指示中載有有關 BOOM 作為受益人的說明有任何錯誤或其他原因而將資金退回，或 (ii) 不正確的數額或沒有正確指明過戶人。

6.3. 利息

BOOM 可以其不時全權及絕對酌情決定的利率及方法，計算就帳戶中的資金所支付的利息。如該利率有任何變更，BOOM 並沒有責任通知客戶。倘帳戶的現金結餘並不超過 BOOM 不時指明可獲付利息的最低現金結餘，則 BOOM 無須支付利息。

6.4. 提取資金

客戶要從帳戶提取資金，須按 BOOM 接受的形式及方法向 BOOM 發出資金提取指示。在不損害第 4 條規定下，如有以下情況，BOOM 並沒有責任處理提取要求：

- (a) 帳戶可供取用的資金不足以供提取，或 BOOM 認為帳戶內的資金連同其他資產在提取後即不足以償還客戶對 BOOM 的負債，不論是實際的或是或有的，是現在的或是將來的；
- (b) 資金提取指示指明的受益人（不論提取資金的支票的收款人名稱，或資金轉撥至的銀行帳戶名稱或其他名稱）不是客戶；或
- (c) 客戶嚴重違反本協議任何條文。

BOOM 須以交付支票或電匯資金的方式執行提取資金的要求。客戶確認銀行可以從提取金額中收取電匯費用，而 BOOM 可授權該等銀行從任何提取資金中扣減該等電匯費用。BOOM 並沒有能力而且沒有責任核實轉撥資金的戶口確實是客戶的指示所指明的受益人的戶口。如客戶在收取從帳戶提取的資金發生任何延誤，BOOM 無須為此向客戶負責。在 BOOM 按照客戶的指示所簽發支票予客戶或向其銀行發出將資金轉撥予客戶的指示後，資金的風險即轉移予客戶。

7. 費用及開支

7.1. 一般條文

客戶授權並須按 BOOM 不時在其網站刊登的收費表指定的時間及數額，向 BOOM 繳付費用，包括年費（如適用）。對於 BOOM 執行客戶的指示，或為客戶收取或持有資金所招致的開支（包括經紀費、交易所徵費、結算費、稅項、稅費及徵費），客戶須向 BOOM 作出彌償，並使其獲全數彌償。

7.2. 最低交易次數或帳戶結餘

在不損害前述條文規定下，如客戶的交易宗數或在帳戶中維持的結餘未能達到 BOOM 不時指定的最低數目，BOOM 有權就帳戶收取年費。

8. 客戶報告

BOOM 就帳戶發出的每個有關網上交易平台已備有帳戶結單或已連附帳戶結單的電郵，均構成第 18 條適用的通訊。通知客戶已備有或已連附結單（視屬何種情況而定）的電郵發出後，客戶須在兩（2）天內覆核全部每日及每月結單；如對其中任何交易有異議（包括聲稱有資金未經授權而從帳戶提取，或有未經授權的買賣以帳戶進行，或買賣的條款未經授權認可），須立即通知 BOOM。在沒有明顯錯誤下，所有結單在發出之日後十四（14）天內未有異議提出，即視為準確及最終結單。對於客戶可能招致的損失，不論是因疏忽、故意失責、欺詐或其他原因所致，如該損失於覆核結單時是顯而易見，而客戶卻並未如前述提出異議通知 BOOM，則 BOOM 在任何情況下均無須對客戶負責。客戶須在其本身電腦上儲存一份所有結單的複本。客戶確認每日結單可包括確認買賣的資訊，以代替成交單據。

9. 交收

BOOM 在根據本協議履行其服務時或與本協議相關連的情況下招致的全部支出及負債，客戶須全數向 BOOM 作出彌償。在不局限於前述條文規定的原則下，客戶須對所有利息、費用、開支（包括徵費、稅費及稅項），以帳戶執行的買賣及帳戶中的尚欠餘額負責，並即時付清。客戶授權 BOOM (i) 從帳戶的結存資金扣除任何數額以支付用於此等交收的費用，及 (ii) 以 BOOM 就帳戶所收取或持有的任何數額清償客戶的負債。

9.1. Physical Settlement

BOOM is not under any obligation to effect physical settlement for the Client in respect of any physical delivery Contract. The Client understands and agrees that for any positions in relation to Contracts approaching first notice day or last trading day, whichever is earlier, that are already flat (namely, long position and short position co-exist) but not been closed out, BOOM shall exercise its discretion to close out such positions to avoid physical delivery or settlement.

The Client shall (a) at least three (3) trading days prior to the relevant first notice day or last trading day (whichever is earlier) in the case of long positions of Futures Contracts, give Instructions to BOOM to close out the relevant positions; and (b) at least three (3) trading days prior to the relevant last trading day in the case of short positions of Futures Contracts, give Instructions to BOOM to close out such Contracts to avoid physical settlement of the underlying Commodities.

If such Instructions are not received by BOOM within the aforementioned deadline, BOOM shall be entitled to close out such Contracts at any time in its absolute discretion without notice to the Client and entirely at the Client's risk for the Client's Account. BOOM will not under any circumstances be held liable to the Client for any direct or indirect loss, cost or damage of any kind in connection with BOOM's actions.

9.2. Overdue Interest

In the event of any deficit in the Account, the Client shall pay interest at a rate equal to the prime lending rate set by The Hongkong and Shanghai Banking Corporation Limited plus eight per cent (8.0%) per annum on any sum due but not yet paid, such interest to accrue daily, be calculated on a 365-day year and be payable on the last day of each calendar month.

10. ENTIRE & SINGLE AGREEMENT

This Agreement, including any terms and conditions in any supplements and together with the terms and conditions of any statements of account, constitutes the entire understanding between BOOM and the Client concerning the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter but without prejudice to any rights accrued thereunder.

Each trade executed by BOOM for the Client shall be subject to these terms and conditions. Each statement of account shall supplement and form part of this Agreement so that this Agreement together with all supplements, Client Acknowledgement and all statements of account shall constitute one single agreement between BOOM and the Client.

The Client confirms that he has not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement provided that nothing herein purports to exclude liability for any fraudulent misrepresentation or act.

11. SECURITY

The Client shall not encumber any assets in the Account.

11.1. Charge

The Client hereby grants to BOOM a first fixed charge over all funds and other assets in the Account as continuing security for the satisfaction of any and all liabilities of the Client to BOOM, whether under this Agreement or otherwise. The charge is in addition to and without prejudice to any other security which BOOM may hold and shall continue notwithstanding any intermediate payment or settlement or satisfaction in whole or in part of any liability owed by the Client to BOOM. The charge shall not be discharged by any amendment or variation to this Agreement or by the winding-up, bankruptcy or insolvency of the Client.

11.2. Lien

Any and all funds and other assets held in the Account shall be subject to a lien in favour of BOOM to secure the performance by the Client of its obligations hereunder. Assets in the Account which are held by persons other than BOOM on behalf of BOOM may be subject to a lien in favour of such other persons and the return of such assets may be subject to the satisfaction of all liabilities of BOOM to such persons.

11.3. Defaults

An "Event of Default" shall arise in the event of:

- the Client breaching any terms or conditions of this Agreement or being the subject of a petition for bankruptcy or winding-up or a receiver, administrator, liquidator, provisional liquidator, or trustee in bankruptcy being appointed over the Client or the Client being the subject of any levy of execution, any attachment or distraint or the Client being otherwise unable to pay his debts as they fall due;
- the Client being adjudged to be incompetent or the Client dies;
- the guarantor, if any, of the Client's obligations under this Agreement (i) being the subject of a petition for bankruptcy or winding-up or a receiver, administrator, liquidator, provisional liquidator, or trustee in bankruptcy being appointed over the guarantor, or (ii) breaching any term or condition of the guarantee; or
- The Client failing to pay on demand or when due any sum (in particular, any Margin) due to BOOM, or fails to perform any of the Client's other obligations under this Agreement;
- BOOM otherwise determining, in its sole and absolute discretion, that it is necessary

9.1. 實物交割

就實物交割合約而言，BOOM 沒有為客戶進行實物交割的義務。客戶理解及同意任何臨近第一通知日或最後交易日（以較早者為準）之持倉合約，如果同一合約同時存在長倉與短倉（即同時擁有買入與賣出的合約）但尚未平倉，BOOM 將會行使其酌情權為該等持倉合約進行平倉以避免進行實物交割或交收。

客戶須於 (a) 如屬期貨合約長倉者，有關第一通知日或最後交易日（以較早者為準）前至少三（3）個交易日，指示 BOOM 對有關合約進行平倉；及 (b) 如屬期貨合約短倉者，有關最後交易日前至少三（3）個交易日，指示 BOOM 對有關合約進行平倉，以避免就有關商品進行實物交收。

如在上述的限期前，BOOM 並未收到客戶的指示，BOOM 有權依據其絕對酌情權在不通知客戶及於客戶對其帳戶承擔所有風險的情況下，隨時對有關合約進行平倉。BOOM 在任何情況下均不會因其行為而對客戶產生任何直接或間接虧損、費用或損失而負上法律責任。

9.2. 逾期利息

倘帳戶出現赤字，客戶即須按香港上海匯豐銀行有限公司所定的最優惠利率再加年率八厘（8%），就到期而尚未支付的數額支付利息，利息以一年為 365 天每天累計，並須於每一公曆月最後一天支付。

10. 完整及單一協議

本協議（包括任何附件中的條款及條件及連同任何帳戶結單的條款及條件）構成 BOOM 與客戶之間彼此對本協議涉及事項的全部共識，並取代及代替彼此就此等事項的先前書面或口頭協議、陳述或共識，但不損害根據本協議累計的任何權利。

BOOM 為客戶執行的每宗買賣，均須符合此等條款及條件。每一帳戶結單須補充本協議，並構成本協議的一部分，以致本協議連同所有附件、客戶交易須知及所有帳戶結單構成 BOOM 與客戶之間的單一協議。

客戶確認其並非根據任何沒有明確納入本協議的陳述而訂立本協議，惟本協議沒有任何條文並意圖免除就任何欺詐成份的失實陳述或作為所應負的責任。

11. 抵押

客戶不得對帳戶中的資產設定產權負擔。

11.1. 押記

客戶特此向 BOOM 授予帳戶內所有資金及其他資產的第一固定押記，作為客戶履行不論是根據本協議或其他規定對 BOOM 的任何及全部責任的持續抵押保證。該押記是額外加於及不損害 BOOM 可持有的任何其他抵押的，而且須持續有效，即使客戶對 BOOM 的全部或部分責任獲任何中期付款或交收或履行。該押記並不因本協議有任何修訂或更改，或客戶清盤、破產或無力償債而解除。

11.2. 留置權

帳戶中所持的任何及所有資金及其他資產須受限於 BOOM 為確保客戶履行本協議規定的責任而享有的留置權。帳戶中由 BOOM 以外人士代 BOOM 持有的資產或須受限於以該等人士為受益人的留置權，BOOM 對該等人士的全部責任須獲履行後，該等資產才可返還。

11.3. 違約

有以下情況時即引起「違約事件」：

- 客戶違反本協議任何條款或條件，或客戶成為破產或清盤呈請的對象，或已就客戶委出接管人、破產管理人、清盤人、臨時清盤人或破產受託人，或客戶成為任何實施執行、扣押令、扣押的對象，或客戶因任何其他原因未能支付到期債務；
- 客戶經判定為不具有能力或已身故；
- 客戶在本協議的責任的擔保人（如有）(i) 成為破產或清盤呈請的對象，或已就擔保人委出接管人、破產管理人、清盤人、臨時清盤人或破產受託人，或 (ii) 違反保證的任何條款或條件；或
- 客戶於收到追繳保證金通知或到期時，未能向 BOOM 繳付任何有關款項（尤其保證金），或未能履行本協議規定客戶須承擔之其他責任；
- BOOM 全權及絕對酌情決定認為是為保障其本身而言屬必要

for BOOM's own protection,

的其他情況，

Upon an Event of Default, all sums due from the Client to BOOM shall become immediately due and repayable.

發生違約事件後，客戶須支付予 BOOM 的所有數額將立即到期並須予支付。

11.4. Liquidation

Upon an Event of Default, BOOM shall have the right, without prior notice to or consent from the Client, and in BOOM's absolute discretion and sole judgment, to take such action as BOOM consider necessary or desirable to comply with or to perform, cancel or satisfy any of BOOM's obligation to the Client or any of BOOM's or the Client's obligations to an exchange, clearing house and/or counterparty, as the case may be, in respect of any outstanding Contracts (including closing out and/or performing any and all such outstanding Contracts) and/or apply any Margin and/or enforce any security held by BOOM. If the funds standing to the credit of the Account are insufficient to discharge the liabilities of the Client to BOOM, BOOM may, on such terms which it may in its sole and absolute discretion determine to be reasonable, liquidate some or all of the other assets in the Account and apply the proceeds from such liquidation to the discharge of such liabilities or hold the proceeds from such liquidation in suspense account for so long as BOOM may in its sole and absolute discretion determine without any obligation to apply the same or any part thereof towards the discharge of such liabilities. BOOM shall not be liable to the Client for any loss incurred by the Client as a result of such liquidation, whether as a result of the timing of such liquidation, the price at which such liquidation took place, the types and numbers of Contracts or other assets subjected to such liquidation or otherwise. The Client shall remain liable for any liabilities not discharged following a liquidation and the application of the proceeds of such liquidation to such liabilities.

11.4. 變現

發生違約事件後，BOOM 有權在末事先通知或取得客戶同意，以及在 BOOM 絕對酌情權及獨立判斷的情況下，採取 BOOM 認為必要或適當的行動遵守、履行、取消或符合 BOOM 對客戶的義務或 BOOM 或其客戶對交易所、結算所及 / 或對手方的義務，就有關未平倉合約（包括平倉及 / 或履行任何或所有未平倉合約）及 / 或應用任何保證金及 / 或執行 BOOM 持有的任何抵押品。如帳戶的結存資金不足以解除客戶對 BOOM 的責任，BOOM 可按其全權及絕對酌情決定認為合理的條款，將帳戶內的部分或全部其他資產變現，以變現所得用於解除該等責任，或以暫記帳戶持有變現所得，而持有時間則按 BOOM 全權及絕對酌情決定，而且沒有責任以全部或部分變現所得解除該等責任。客戶因有關變現而招致的損失，不論是由於該等變現的時機、變現所據的價格、變現合約或其他資產的種類及數目或其他原因所致，BOOM 均無須對客戶負責。客戶仍須對變現後及變現後所得用於解除責任後尚未解除的責任負責。

11.5. Combination and Set-Off

Upon an Event of Default, BOOM shall be entitled without prior notice to the Client to:

11.5. 合併及抵銷

發生違約事件後，BOOM 有權在沒有事先通知客戶之下：

- (a) combine the Account with any other account held by the Client with BOOM in order to set-off, transfer or apply funds or other assets in such accounts in satisfaction of liabilities, whether actual or contingent, primary or collateral, secured or unsecured, joint or several, owed by the Client to BOOM;
- (b) set-off any of BOOM's liability to the Client in or towards the satisfaction of all or any of the Client's liabilities to BOOM, whether actual or contingent, primary or collateral, secured or unsecured, joint or several, and whether arising under this Agreement or not, including all fees and expenses payable to BOOM hereunder.

- (a) 將帳戶與客戶於 BOOM 設立的其他帳戶合併，以便以該等帳戶中的資金或其他資產作出抵銷、轉帳或加以運用，以解除客戶對 BOOM 的責任，不論是實際的或是或有的、主要的或是附屬的、有保證的或是沒有保證的、共同的或是各別的；
- (b) 以 BOOM 對客戶的責任用於或達到解除客戶對 BOOM 的全部或任何責任，不論是實際的或是或有的、主要的或是附屬的、有保證的或是沒有保證的、共同的或是各別的，以及不論是否因本協議引起的，包括根據本協議須付予 BOOM 的全部費用及開支。

11.6. Remedies Cumulative

Except as provided in this Agreement, the rights, powers, remedies and privileges of BOOM in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

11.6. 累積補救方法

除本協議另有規定外，BOOM 在本協議的權利、權力、補救方法及特權均屬累積的，而且並不排拒法律規定的任何權利、權力、補救方法及特權。

11.7. Costs of Enforcement

The Client shall indemnify BOOM in full against any expenses which BOOM may incur in enforcing this Agreement. Without limitation, the Client shall be liable for all legal expenses incurred by BOOM and all expenses of any debt collection agent as a result of a breach of this Agreement by the Client.

11.7. 執行費用

BOOM 在強制執行本協議所招致的任何開支，客戶須予全數向 BOOM 作出彌償。在不局限於如下的情況下，因客戶違反本協議而令 BOOM 招致的所有法律開支，以及債務追收代理公司的所有開支，客戶均須負責。

12. CONFLICTS OF INTEREST

12.1. Non-Exclusivity

Nothing in this Agreement shall restrict BOOM from providing services of the type contemplated by this Agreement to persons other than the Client.

12. 利益衝突

12.1. 非獨家性

本協議並沒有任何條文限制 BOOM 向客戶以外的其他人士提供本協議所述種類的服務。

12.2. No Misuse of Confidential Information

BOOM may possess information that, if disclosed to the Client, may be beneficial to the Client (including information as to the orders placed by other persons to whom BOOM provides services). BOOM shall be under no duty to use such information for the benefit of the Client or to disclose such information to the Client.

12.2. 不當使用機密資料

BOOM 可能管有（如向客戶披露）可能對客戶有利的資料（包括 BOOM 服務的其他人士所作買賣盤的資料）。BOOM 並沒有責任使用該等資料以令客戶得益，或向客戶披露該等資料。

12.3. Counterparty and Affiliate Transactions

BOOM, its affiliates, or other persons associated with BOOM may have an interest, relationship or arrangement that is material in relation to any transaction or Instructions effected under this Agreement and BOOM, its affiliates and such persons shall not be liable to account to the Client for any profit earned from any transaction or the effecting of any Instruction by reason of such interest, relationship or arrangement. Without limitation, (i) BOOM, its affiliates, or such related persons may, as principal, for the purpose of facilitating Client Instructions, act as the counterparty to a Client, whether in the trading of Contracts or otherwise, (ii) BOOM may execute Instructions to trade Contracts through its affiliates. The Client agrees that BOOM may transact such business or effect such Instructions without prior specific reference to any potential conflict of interest.

12.3. 對手方及聯繫公司交易

BOOM、其聯繫公司或與 BOOM 相聯的其他人士可能擁有就根據本協議執行的交易或指示而言屬實質的利益、關係或安排，而 BOOM、其聯繫公司及該等人士均無須因為該等利益、關係或安排而向客戶解釋從任何交易或執行任何指示所賺取的任何盈利。在不局限於如下的情況下，(i) BOOM、其聯繫公司或上述關連人士可以主事人身分，為方便執行客戶指示而擔任客戶的對手方，不論是在買賣合約或其他方面，(ii) BOOM 可透過其聯繫公司執行買賣合約的指示。客戶同意 BOOM 可進行該等業務或執行該等指示而無須事先特定提述可能有利益衝突。

BOOM may, subject to any applicable laws, take the opposite position to the Client's order in relation to any exchange-traded Contracts, whether on BOOM's own account or for the account of its affiliated company or other clients of BOOM, provided that such trade is executed competitively on or through the facilities of the relevant exchanges in accordance with the rules and regulations of such exchanges in which the Contracts are traded.

BOOM 可在不抵觸任何適用法律規定的情況下，不論是否為 BOOM 本身或其聯繫公司或其他客戶的帳戶，就任何在交易所買賣的合約，採取與客戶的交易指示相反的交易指示，但該買賣必須是以公平競爭的方式、透過有關交易所的設施而執行，並根據該有關交易所之規則及規例而執行的。

12.4. Rebates

The Client consents to BOOM receiving, without further prior notice to the Client, rebates from brokers, counterparties and other persons in connection with any trade effected by

12.4. 回佣

客戶同意 BOOM 可在不事先通知客戶之下，就 BOOM 透過經紀、對手方及其他人士代客戶執行的任何買賣向彼等收取回佣。

BOOM for the Client through such brokers, counterparties or persons.

13. REPRESENTATIONS AND WARRANTIES

13.1. General

The Client acknowledges that BOOM is required by (i) laws and regulations applicable to BOOM or to assets received or held by BOOM (whether for BOOM or on behalf of the Client or other persons to whom BOOM provides services), or (ii) rules, practices or customs in the market or venue in which the Client seeks to deal, to obtain certain information and documentation with respect to persons to whom BOOM provides services including in respect of the identity of such persons. The Client shall provide to BOOM at any time upon request such information or documentation as BOOM may require in order to enable BOOM to comply with such laws, regulations, rules, practices or customs. The Client consents to BOOM conducting a credit enquiry or background check on the Client or to obtaining references from the banks named in the account application form. The Client represents and warrants that:

- (a) all information provided by him to BOOM in the account application form or pursuant to this Agreement is and will at all times during the term of this Agreement be true and complete;
- (b) unless BOOM is otherwise notified in writing, the Client is and will at all times during the term of this Agreement be trading as principal and no person other than the Client has any interest in the Account, stands to gain the economic or commercial benefit of any trade on the Account or to bear the economic or commercial risk of any trade on the Account or is responsible ultimately for originating Instructions on the Account;
- (c) this Agreement has been validly executed by the Client and constitutes a valid and legally binding agreement on the Client enforceable in accordance with its terms;
- (d) this Agreement and its performance and the obligations contained herein do not and will not at all times during the term of this Agreement contravene any law, regulation or rule applicable to the Client or conflict with or result in any breach of the terms and conditions of any other agreement or instrument to which the Client is a party or is subject or by which any of the Client's property is bound;
- (e) unless otherwise notified to BOOM in writing, the Client is not and will not at all times during the term of this Agreement be an employee or officer of any person licensed or registered with the SFC or any bank, broker, asset manager, investment adviser or other financial intermediary carrying on a business similar to any regulated activity under the SFO;
- (f) if the Client is in Hong Kong, the Client is 18 years of age or older and if the Client is in a jurisdiction outside of Hong Kong, the Client is of legal age in that jurisdiction;
- (g) unless BOOM is otherwise notified in writing, the Client is not a (i) citizen or permanent resident of the U.S., (ii) a person born in the U.S., (iii) a person who holds a residential or correspondence address in the U.S., (iv) a person who transfers funds to the U.S. on a regular basis, (v) a person who has granted a power of attorney to a person with a U.S. Address, or (vi) a U.S. Person within the meaning of Regulation S of the U.S. Securities Act; and
- (h) any notification given by the Client to BOOM is true and complete.

In the event that the Client is not trading as principal, the Client shall within two (2) Business Days of a request made by BOOM, disclose to such regulatory authority as BOOM may specify such information relating to the person (i) who bears the commercial or economic benefit or burden on any trade to which such request relates, or (ii) who ultimately is or was responsible for originating the instruction for any trade to which such request relates.

13.2. Material Changes

BOOM undertakes to notify the Client of any material change in its name, contact details, CE number, licensing status, the nature of the services it provides, and the identity and status of its employees and others acting on its behalf with whom the Client may have contact. The Client undertakes to notify BOOM in writing of any changes in his name, address, nationality, tax residency status, employment status and financial situation and shareholding structure, directors, partners or beneficiaries where the Client is a body corporate, partnership or trustee and to provide to BOOM such documentation as BOOM may require to evidence such change.

13.3. Recommendation of Contract

If BOOM solicit the sale of or recommend any Contract to the Client, the Contract must be reasonably suitable to the Client having regard to the Client's financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document BOOM may ask the Client to sign and no statement that BOOM may ask the Client to make derogates from this clause.

14. INDEMNITY AND EXCLUSIONS OF LIABILITY

14.1. General

BOOM or its affiliates shall not be liable to the Client for any loss suffered by the Client as a result of or in connection with any act or omission by BOOM or its affiliates, even where such act or omission constitutes negligence, in connection with any matter contemplated by this Agreement other than a loss arising directly from fraud or wilful misconduct by BOOM or its affiliates. BOOM and its affiliates shall not in any event be liable to the Client for any indirect or consequential loss or for punitive damages or for any loss arising as a result of any fraud or any cause beyond the reasonable control of BOOM or its affiliates. The Client shall indemnify BOOM, its affiliates and its officers, employees and agents and

13. 陳述及保證

13.1. 一般條文

客戶確認 BOOM 須 (i) 根據適用於 BOOM 或適用於 BOOM 收取或持有的資產 (不論資產是為 BOOM 或代客戶或 BOOM 服務的其他人士收取或持有) 的法律和規例, 或 (ii) 根據客戶尋求進行交易的市場或場所的規則、常規或習俗, 取得有關 BOOM 服務的人士的某些資料及文件, 包括與該等人士身份有關的資料及文件。客戶須隨時按要求向 BOOM 提供 BOOM 要求的上述資料或文件, 以便 BOOM 能遵從有關的法律、規例、規則、常規或習俗。客戶同意 BOOM 就客戶進行信貸調查或背景檢查或向客戶在帳戶開戶申請書所指明銀行的資信證明。客戶陳述並保證:

- (a) 客戶在帳戶開戶申請書或依據本協議向 BOOM 提供的所有資料現時及在本協議有效期內每時每刻均屬真實完整;
- (b) 除非 BOOM 另行獲書面通知, 客戶現時及在本協議有效期內任何時間均是以主事人的身份進行買賣, 除客戶外並沒有他人對帳戶擁有權益, 可取得以帳戶進行任何買賣的經濟或商業利益, 或承擔以帳戶進行任何買賣的經濟或商業風險, 或就帳戶發出的指示負最終責任;
- (c) 本協議已由客戶有效簽立, 並構成對客戶有效而且具法律約束力的協議, 可按照其條款予強制執行;
- (d) 本協議及其履行及本協議所載責任並未而且在本協議有效期內任何時間亦不會違反任何適用於客戶的法律、規例或規則, 或抵觸或導致違反其他協議或文書的條款及條件, 而該等協議或文書是以客戶為其中一方, 或為標的, 或約束客戶任何財產的;
- (e) 除非 BOOM 另行獲書面通知, 客戶並不是而且在本協議有效期內任何時間亦不會是任何獲證監會發牌或在證監會註冊的人士或任何銀行、經紀、資產管理人、投資顧問或其他從事與《證券及期貨條例》規定的受規管活動相關業務的金融中介機構的僱員或高級人員;
- (f) 如客戶是在香港, 則客戶年齡已達 18 歲或以上, 及如客戶是在香港以外的司法管轄區, 則客戶已達該司法管轄區的法定年齡;
- (g) 除非 BOOM 另行獲書面通知, 客戶並不是 (i) 美國公民或永久居民, (ii) 在美國出生的人士, (iii) 持有美國住址或通訊地址的人士, (iv) 定期調匯資金往美國的人士, (v) 已向具美國地址的人士授予授權書的人士, 或 (vi) 按美國證券法規例 S 所界定的美國人士; 及
- (h) 客戶給 BOOM 的任何通知均屬真實完整。

如客戶不是以主事人身份進行買賣, 客戶須在 BOOM 提出要求後的兩 (2) 個營業日內, 將關乎以下人士的資料, 向 BOOM 指明的監管機構披露: (i) 承受該項要求所涉買賣的商業或經濟利益或負擔的人士, 或 (ii) 當前或之前對發出與該項要求所涉買賣有關的指示負最終責任的人士。

13.2. 重大變更

倘 BOOM 的名稱、聯絡資料、中央編碼、持牌情況、所提供服務的性質, 以及客戶所聯絡的 BOOM 的僱員及代 BOOM 行事的他人身份及崗位上有重大變更, BOOM 承諾將通知客戶。倘客戶的名稱、地址、國籍、稅務居民身分、就業狀況及財務狀況, 以及 (如客戶是個法團、合夥或受託人) 持股結構、董事、合夥人或受益人有重大變更, 客戶承諾以書面通知 BOOM, 並向 BOOM 提供 BOOM 可能要求的有關變更的證明文件。

13.3. 合約的建議或推薦

假如 BOOM 向客戶招攬銷售或建議任何合約, 該合約必須是 BOOM 經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條款或任何其他 BOOM 可能要求客戶簽署的文件及 BOOM 可能要求客戶作出的聲明概不會減損本條款的效力。

14. 彌償及免除責任

14.1. 一般條文

倘因 BOOM 或其聯繫公司就本協議所述事項的任何作為或不作為而引致或因與該等作為或不作為為相關連令客戶蒙受任何損失, 即使該等作為或不作為構成疏忽, BOOM 或其聯繫公司並無須就此對客戶負責, 惟直接因 BOOM 或其聯繫公司的欺詐或故意不當行為所引起的損失除外。在任何情況下, BOOM 及其聯繫公司均無須就任何間接或相應而生的損失或懲罰性損害賠償, 或因任何欺詐或 BOOM 或其聯繫公司無法合理控制的其他原因所引致

hold them harmless against all actions, proceedings, claims, demands, liabilities, losses, costs and expenses which may be taken or made against or incurred in connection with the performance or exercise of their duties or discretions under this Agreement including any act or thing done or not done or caused to be done by them in good faith.

14.2. Breaches

The Client shall indemnify and hold harmless BOOM, its affiliates and their officers, employees and agents from any loss or cost arising out of or in connection with any breach by the Client of any of his obligations under this Agreement or any breach of the representations and warranties given by the Client under this Agreement, including any costs reasonably incurred by BOOM or its affiliates in connection with the closure of the Account, collecting any sums due to BOOM or its affiliates or determining the lawful ownership of the assets in the Account.

14.3. Force Majeure

Neither BOOM, its affiliates nor any of their officers, employees or agents shall be liable for any delay or failure to perform any of their obligations or for any losses or costs caused or incurred directly or indirectly by any condition or circumstances beyond the reasonable control of BOOM, its affiliates, their officers, employees and agents including any government restriction, the act or omission of government, exchange or market rulings, failure or shortage of power supplies, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, the act or omission of any Internet service provider, war (whether declared or not), act of terrorism or riot, severe weather, earthquakes and strikes.

15. COMPLIANCE

15.1. Regulatory Compliance

Notwithstanding any provision in this Agreement, BOOM shall be entitled to take any action or refuse to take any action if, in BOOM's sole and absolute discretion, it determines that the same is necessary to comply with laws and regulations applicable to it or to avoid or minimize the risk of any prejudice (including any tax) it may suffer (or any class of persons to whom it provides services may suffer) if BOOM does not comply with laws and regulations that affect its activities.

BOOM may be required to take steps to limit the positions or require the closing out of Contracts on behalf of the Client whom in opinion of the regulator or exchange are accumulating positions which are or may be detrimental to the market or which are or may be capable of adversely affecting the fair and orderly operation of the market as the case may be.

15.2. Mandatory Disclosures

The Client undertakes to provide to BOOM and consents to the disclosure by BOOM of any information relating to the Client or the Account (including information relating to (i) persons on whose behalf the Client is exercising investment discretion, (ii) shareholders, unit holders, limited partners or others holding interest in the Client and persons on whose behalf the Client acts as agent for the execution of trades) to:

(a) the SFC or any other regulatory authority with jurisdiction over BOOM (including rules and regulations of the relevant exchanges) or any assets held by or on behalf of BOOM for persons to whom BOOM provides services, whether or not such disclosure is required as a matter of law, provided that BOOM, in its sole and absolute discretion, determines that such disclosure is desirable to avoid any consequences that would be materially adverse to any one or more of the following ("Affected Persons"):

- (i) the Client;
- (ii) BOOM or its affiliates; or
- (iii) any class of persons to whom BOOM provides services, and

(b) any tax or other government authority or other person where the failure to provide such disclosure is contemplated by law or any agreement(s) made under such law and may result under such law or agreement(s) in any penalty, tax or other consequence materially adverse to any one or more of the Affected Persons. In the event BOOM fails to comply with the mandatory disclosure requirements, the rules and regulations of the exchange may require BOOM's closing out of positions on behalf of the Client or the imposition of a Margin surcharge on the positions of the Client.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. Aggregate Trading Patterns

The Client hereby agrees that BOOM may aggregate data related to trading activities of the Client and other persons to whom it provides services to produce macro summaries of trading trends for publication in BOOM's communications including on its website. The Client acknowledges that such aggregate data and analysis thereof are the property of BOOM.

16.2. Proprietary System

The Client acknowledges that the online trading platform and the software comprised therein is the property of its vendors, agents or contractors and is protected by copyright. This Agreement does not transfer or grant to the Client any right, title, interest in any intellectual property right in the online trading platform and the software comprised therein.

The Client shall not (i) use the online trading platform except for the purpose of trading, or

the loss of client funds. BOOM, its affiliates and their officers, employees and agents shall be held harmless against all actions, proceedings, claims, demands, liabilities, losses, costs and expenses which may be taken or made against or incurred in connection with the performance or exercise of their duties or discretions under this Agreement including any act or thing done or not done or caused to be done by them in good faith.

14.2. 違約

倘 BOOM、其聯繫公司及其高級人員、僱員及代理人因客戶違反其在本協議的責任或違反其根據本協議所作的陳述及保證而引致或與之相連的任何損失或費用，包括 BOOM 或其聯繫公司就帳戶結束、追討 BOOM 或其聯繫公司應獲付的款項或釐定對帳戶資產的合法擁有權而合理招致的任何費用，客戶須就此對彼等作出彌償，並使彼等免受損害。

14.3. 不可抗力

如由於 BOOM、其聯繫公司、其任何高級人員、僱員及代理人無法合理控制的狀況或情況，包括任何政府限制、政府的作為或不作為、交易所或市場裁定、電力供應失靈或短缺、電子或機械設備或通訊綫失靈、電話或其他相互連接問題、互聯網服務供應商的作為或不作為、戰爭（不論是否已宣佈）、恐怖主義行為或騷亂、惡劣天氣、地震及罷工，直接或間接導致或招致彼等任何延誤以履行其責任或未能履行其任何責任，或導致或招致任何損失或費用，BOOM、其聯繫公司及其高級人員、僱員或代理人均無須為此負責。

15. 合規

15.1. 遵從規管

倘 BOOM 在其全權及絕對酌情決定下，認為採取任何行動或拒絕採取任何行動以遵從適用於 BOOM 的法律及規例或避免或盡量減少（如 BOOM 不遵從影響其活動的法律及規例）其可能蒙受（或 BOOM 服務的任何類別人士可能蒙受）的損害（包括任何稅項）的風險所必須的，則不論本協議的條文有何規定，BOOM 有權採取該行動或拒絕採取該行動。

BOOM 可能被要求採取行動以限制持倉的數量或被規定代表某些客戶將合約平倉，因為監管機構或交易所認為該等客戶所累積的倉盤正在或可能會對市場造成損害或正在或可能會對市場的公平及有秩序的運作產生不良影響。

15.2. 強制性披露

客戶承諾向 BOOM 提供，並同意由 BOOM 向下列人士披露有關客戶或帳戶的資料（包括關乎以下人士的資料：(i) 客戶代為行使投資酌情權的人士，(ii) 在客戶持有權益的股東、單位持有人、有限合夥人或其他人士，以及客戶以代理人身份代為執行買賣的人士）：

(a) 證監會或對 BOOM 或任何資產（該等資產由 BOOM 或其代表為其服務的人士所持有）具司法管轄權的任何其他監管機構（包括有關交易所的規則及規例），不論該項披露是否屬法律所規定者，條件是 BOOM 須在其全權及絕對酌情決定下，認為作出披露是合宜的，以避免可能對以下一位或多位人士（「受影響人士」）造成重大不利影響的後果：

- (i) 客戶；
- (ii) BOOM 或其聯繫公司；或
- (iii) 獲 BOOM 提供服務的任何類別的人士；及

(b) 任何稅務或其他政府機關或其他人士，只要未能作出披露是法律或根據該法律所訂任何協議所預期的，而且根據該法律或協議是可能引致任何罰則、稅務或其他可能對一位或多位受影響人士造成重大不利影響的後果。如 BOOM 未能遵守強制性披露要求，根據交易所的規則及規例，可要求 BOOM 代客戶將其持倉進行平倉或向客戶的持倉徵收保證金附加費。

16. 知識產權

16.1. 綜合買賣模式

客戶特此同意 BOOM 可將客戶及獲 BOOM 提供服務的其他人士的買賣活動數據綜合，製作成買賣趨勢的宏觀摘要，供在 BOOM 的通訊包括 BOOM 的網站發布。客戶確認該等匯總數據及分析附屬 BOOM 的財產。

16.2. 專有系統

客戶確認網上交易平台以及其中的軟件均為其他供應商、代理商或承包商的財產，受版權保障。本協議並未向客戶轉讓或授予對網上交易平台及其中軟件的知識產權的任何權利、所有權及權益。

客戶 (i) 除為進行買賣外，不得使用網上交易平台，或 (ii) 不得試

(ii) attempt to gain access to or transmit any data or any software to the servers, storage devices, applications and databases for the online trading platform or to the firewalls, routers and proxies connected to such servers and storage devices except through the online trading platform for the purpose of trading. BOOM shall be entitled to put restrictions on, or suspend or close the Account immediately if BOOM reasonably suspects that the Client is in breach of any of his obligations under this Agreement.

16.3. Market Information

The Client acknowledges that Market Information belongs to the provider of such Market Information and is made available by BOOM to the Client on terms and conditions between such provider and BOOM. The Client shall not (i) disseminate Market Information obtained from BOOM, in whole or in part, in any format without the express written consent of BOOM, (ii) alter, obscure or remove any notice, whether as to the copyright in the Market Information or otherwise, provided in connection with the Market Information, or (iii) access Market Information for any purpose other than for the Client's own trading or through any means other than a web browser or other application specifically approved in writing by BOOM. The Client shall comply with any terms and conditions set out in the online platform relating to access to any specific Market Information. The Client agrees that the providers of Market Information may directly enforce against the Client the terms and conditions upon which such Market Information is made available by BOOM.

Market Information may be subject to delays. BOOM makes no representation or warranty as to the timeliness, accuracy or completeness of Market Information. BOOM shall not be liable for any loss arising out of any delay, inaccuracy or incompleteness of Market Information.

17. JOINT ACCOUNTS

17.1. Nature of Interests

If the Client comprises more than one person (each a "Joint Account Holder"), the Account shall be held by the Client in accordance with the election in the account opening form as:

- (a) joint tenants with right of survivorship, in which case in the event of the death of any of the Joint Account Holders, the entire interest in the Account shall be vested in the survivor(s) on the terms of this Agreement and the estate of the deceased shall have no interest in the Account; or
- (b) tenants in common, in which case each Joint Account Holder shall have an undivided interest in the Account and in the event of the death of any of the account holders, BOOM may, in its absolute and sole discretion, either liquidate such Account or accept the Instructions of the survivor(s), whether as to its continuance, the respective interests of the Joint Account Holders, including the estate of the deceased, or otherwise.

17.2. Liability

Each Joint Account Holder shall be jointly and severally liable under this Agreement, whether the Account is held on joint tenancy or tenancy in common. In the event of the death of any Joint Account Holder, his estate shall remain liable for the obligations under this Agreement, whether accrued before or after his death. Any communication, payment or delivery made by BOOM to any Joint Account Holder shall be deemed to have been made to all Joint Account Holders and any obligation under this Agreement owed by BOOM to the Client pursuant to which such communication, payment or delivery is made shall be deemed to be satisfied.

17.3. Death of Joint Account Holder

The death of any Joint Account Holder shall not result in the termination of this Agreement. The Joint Account Holders undertake to give BOOM immediate notice in writing of the death of any of them. BOOM shall not be liable to any of the Joint Account Holders for any loss any of them may incur as a result of any action taken by BOOM without actual knowledge of such death. In the event of a death of a Joint Account Holder, BOOM may (before or after receiving such notice and before or after releasing any funds or other assets in the Account) take such steps, require such documents, and without prejudice to any other provision in this Agreement, restrict Instructions on the Account as BOOM may in its sole and absolute discretion deem necessary, advisable or desirable to protect its interests with respect to any tax, liability, penalty or loss. Without limiting the foregoing, BOOM may make such application to a court to determine the respective interests of the Joint Account Holders and to seek instructions on any matter arising by reason of or in connection with the death of a Joint Account Holder. Each Joint Account Holder shall indemnify BOOM in full against any loss BOOM may incur as a result of the death of any of them including all legal expenses incurred in connection with any application to court.

17.4. Instructions

Unless BOOM otherwise agrees, BOOM may accept Instructions from any of the Joint Account Holders and shall be under no duty to enquire whether the other Joint Account Holder(s) have agreed to any Instruction from any Joint Account Holder. Each of the Joint Account Holders ratifies and confirms all Instructions given by the other Joint Account Holder(s).

18. NOTICES

18.1. Form of Communications

The Client consents to (i) the receipt of communications from BOOM including notifications of statements and contract notes in electronic form, and (ii) the receipt of any written communication from BOOM in the English language including account statements. The Client shall bear all risks arising in relation to the sending and receiving of communications in electronic form including as follows:

圖登入或傳送任何數據或軟件至網上交易平台的伺服器、儲存裝置、應用程式及數據庫，或至連接於該等伺服器及儲存裝置的防火牆、路由器及代理伺服器，惟透過網上交易平台進行買賣則屬例外。BOOM 如合理懷疑客戶違反其在本協議的任何責任，BOOM 有權對帳戶即時施加限制，或暫時中止或結束帳戶。

16.3. 市場資訊

客戶確認市場資訊屬有關市場資訊的提供者所有，由 BOOM 按該提供者與 BOOM 之間所訂條款及條件向客戶提供。客戶 (i) 不得在沒有 BOOM 的書面明示同意下，以任何格式傳播從 BOOM 取得的全部或部分市場資訊，(ii) 不得變更、隱藏或移除關於市場資訊的通告，不論有關通告是否關乎市場資訊的版權或其他方面，或 (iii) 除為客戶本身的買賣外，不得取用市場資訊作任何其他用途，或透過其他方式取用，惟透過 BOOM 以書面具體批准的瀏覽器或其他應用程式取用則屬例外。客戶須遵從網上交易平台就取用任何特定市場資訊所開列的條款及條件。客戶同意市場資訊提供者可直接對客戶強制執行 BOOM 獲提供市場資訊所依據的條款及條件。

市場資訊可能有延誤。BOOM 沒有就市場資訊通時、準確或完整性作出陳述或保證。BOOM 無須對市場資訊的任何延誤、不準確或不完整所引起的任何損失負責。

17. 聯名帳戶

17.1. 權益性質

如客戶包含多於一人（每一人均為「聯名帳戶持有人」），帳戶由客戶按照在開戶表格中所選的形式持有，即：

- (a) 聯權共有入並具生存者取得權，在此情況下，聯名帳戶持有人中有任何人身故，帳戶的全部權益須按本協議的條款歸屬尚存者，而已故者的遺產不享有任何帳戶的權益；或
- (b) 分權共有入，在此情況下，每名聯名帳戶持有人對帳戶擁有不可分割的權益，倘有任何帳戶持有人身故，BOOM 可全權及絕對酌情決定將該帳戶變現，或接受尚存者就帳戶是否存續、聯名帳戶持有人各自的權益（包括已故者的遺產）或其他方面所作的指示。

17.2. 法律責任

每名聯名帳戶持有人須共同及各別就本協議負責，不論該帳戶是以聯權共有或分權共有的方式持有。倘任何聯名帳戶持有人身故，其遺產仍須就本協議項下的責任負責，不論有關責任是在其身故前或身故後積累。BOOM 向任何聯名帳戶持有人作出的任何通訊、付款或交付須視作已向所有聯名帳戶持有人作出，而 BOOM 根據本協議對客戶的責任（該等通訊、付款或交付是依據該責任作出的），均視為已經履行。

17.3. 聯名帳戶持有人身故

任何聯名帳戶持有人身故並不導致本協議終止。聯名帳戶持有人承諾，如任何聯名帳戶持有人身故，將即時書面通知 BOOM。倘若 BOOM 在並未實際得悉該聯名帳戶持有人身故之下採取的任何行動導致任何聯名帳戶持有人招致任何損失，BOOM 無須為此向任何聯名帳戶持有人負責。倘一名聯名帳戶持有人身故，BOOM 可（在收到有關通知之前或之後，以及在發放帳戶中的資金或其他資產之前或之後）採取步驟、要求文件，以及在不損害本協議其他條文下限制有關帳戶的指示（全部均為 BOOM 全權及絕對酌情決定認為屬必要、可取或應當者），以便保障其就任何稅務、法律責任、罰則或損失方面的權益。在不局限於前述條文下，BOOM 可向法院申請，要求裁定聯名帳戶持有人各自的權益，以及就由於一名聯名帳戶持有人身故所引起的或與之有關連的事項尋求指示。對於 BOOM 因任何聯名帳戶持有人身故可能招致的損失，包括就向法院提出任何申請所招致的一切法律開支，每名聯名帳戶持有人均須全數向 BOOM 作出彌償。

17.4. 指示

除非 BOOM 另行同意，否則 BOOM 可接納任何聯名帳戶持有人的指示，而且並沒有責任查詢其他聯名帳戶持有人是否已同意任何聯名帳戶持有人所作的任何指示。每名聯名帳戶持有人均追認及確認其他聯名帳戶持有人所作的全部指示。

18. 通知

18.1. 通訊方式

客戶同意 (i) 接收 BOOM 以電子方式發出的通訊，包括結單及成交單據的通知，及 (ii) 接收 BOOM 以英文發出的書面通訊，包括帳戶結單。客戶須承擔就使用電子方式收發通訊所引起的所有風險，包括以下各項：

- (a) the sending and receiving of communications in electronic form through the Internet is inherently an unreliable medium and may be subject to interruption, transmission blackout, delayed transmission or incorrect data transmission due to unpredictable traffic congestion and the public nature of the media; and
- (b) the sending and receiving of personal data through communications in electronic form may be insecure and unauthorized third parties may access such personal data.

18.2. Delivery of Communications

All communications shall be deemed to have been received (i) if delivered by hand to the last notified address, at the time of delivery, (ii) if posted to the last notified address, within two (2) Business Days after posting, or (iii) if sent by facsimile or electronic means to the last known facsimile or email address, at the time of sending. For this purpose:

- (a) the "last notified address" and "last known facsimile or email address" of BOOM shall be as shown on its website at the time of delivery, posting or sending; and
- (b) the "last notified address" and "last known facsimile or email address" of the Client shall be as shown in its account application form or otherwise notified in writing to BOOM.

19. CYBER SECURITY

The Client shall take all reasonable measures to ensure (i) the security of the email account specified in the account application form or otherwise notified in writing by the Client to BOOM for the purpose of receiving communications from BOOM, and (ii) the security of his trading sessions on the online trading platform. Without limiting the foregoing, the Client shall:

- (a) not access this email account or the online trading platform on a public computer;
- (b) immediately following each session on this email account or the online trading platform, log-out of his email account or the online trading platform, as the case may be, and if a browser was used for such session, delete all temporary files and the cache on the browser;
- (c) ensure that his passwords for this email account and the online trading platform are sufficiently robust, using a combination of letters, numbers, symbols and different cases; and
- (d) use anti-virus software on any computer used to access this email account or online trading platform.

BOOM shall not be liable to the Client for any loss in the event that the Client's email account is hacked or otherwise compromised.

20. CONFIDENTIALITY

The Client shall not disclose any information relating to his relationship with BOOM to any person (including any information relating to any dispute, controversy, difference or claim with or against BOOM) except for the purpose of trading or for complying with his obligations under this Agreement.

21. TERMINATION

21.1. Account Closure

The Client may, subject to having satisfied all his obligations hereunder, close the Account at any time by giving BOOM written notice. BOOM may close the Account (i) at any time and for any reason upon ten (10) days' written notice to the Client, or (ii) immediately without notice to the Client upon the occurrence of an Event of Default. Without prejudice to the foregoing, any Account Closure shall not affect the rights or liabilities of either party arising out of or in connection with any open Contracts at the time of such Account closure, including as to Margin, until such Contracts have been closed out or settlement has been effected and all such liabilities fully discharged. In the event that at the time of closure there are funds or other assets standing to the credit of the Account, at BOOM's sole and absolute discretion, BOOM may:

- (a) procure the registration of any non-cash assets in the name of the Client whereupon such non-cash assets shall cease to form part of the Account and shall be at the risk and cost of the Client;
- (b) liquidate such non-cash assets on such terms as BOOM may in its sole and absolute discretion deem to be reasonable; and
- (c) deliver to the Client a cheque for the amount of the funds standing to the credit of the Account, whereupon the funds shall cease to form part of the Account and shall be at the risk of the Client.

Any deliveries arising from closure of the Account shall be deemed to be communications to which the provisions of clause 18 shall apply.

Any closure of the Account shall be without prejudice to clauses 7, 11, 14 to 20, 21.2 and 22 to 24 of this Agreement, all of which survive any termination of this Agreement. Upon closure of the Account, the Client shall no longer be a client of BOOM and BOOM shall owe no duties to him save as set-out in any clause surviving termination.

21.2. Unclaimed Assets

In the event that BOOM closes the Account and the Client fails to respond to communications from BOOM and cheques and other assets delivered to the Client are returned to sender, BOOM may appoint a trustee, including any of its affiliates, and deposit funds or other assets of the Client with the trustee on the basis that (i) the Client shall bear all the expenses of the trustee, (ii) the trustee may liquidate other assets, in whole or in

- (a) 透過互聯網以電子方式收發通訊本身就是個不可靠的媒介，可能因不可預見的網絡擠塞及媒介的公共性質而產生干擾、傳輸切斷、延誤傳送或傳送數據不正確；及

- (b) 以電子通訊方式收發個人資料可能並不安全，未獲授權的第三者或可取用該等個人資料。

18.2. 交付通訊

所有通訊：(i) 如以專人遞送至最後獲通知的地址，即視為於遞送時收妥，(ii) 如郵寄至最後獲通知的地址，即視為於郵寄後兩(2)個營業日內收妥，或(iii) 如以傳真或電子方式發送至最後所知傳真號碼或電郵地址，即視為於發送時收妥。就此而言：

- (a) BOOM 的「最後獲通知地址」及「最後所知傳真號碼或電郵地址」是於遞送、郵寄或發送時在其網站所示者；及
- (b) 客戶的「最後獲通知地址」及「最後所知傳真號碼或電郵地址」是其帳戶申請表上所示或以書面通知 BOOM 者。

19. 網絡保安

客戶須採取一切合理措施，以確保 (i) 為收取 BOOM 發出的通訊而在帳戶申請表中指明或客戶另行以書面通知 BOOM 的電郵帳戶的安全，及 (ii) 在網上交易平台其買賣時段的安全。在不局限於前述條文下，客戶：

- (a) 不得在公眾電腦上登入此電郵帳戶或網上交易平台；
- (b) 須在每次登入此電郵帳戶或網上交易平台的時段結束後，立即登出電郵帳戶或網上交易平台(視屬何種情況而定)，如在該時段使用瀏覽器，須刪除瀏覽器的全部暫時檔案及快取記憶；
- (c) 須使用字母、數字、符號及大小楷字母等組合，確保其電郵帳戶及網上交易平台的登入密碼充分穩健；及
- (d) 須在用以登入電郵帳戶或網上交易平台的電腦上使用防毒軟件。

倘客戶的電郵帳戶被侵載或以其他方式受到侵害，BOOM 無須對客戶因此而招致的損失負責。

20. 保密

客戶不得將關於客戶與 BOOM 的關係的資料(包括關於任何與 BOOM 的或針對 BOOM 的糾紛、爭議、分歧或申索有關的資料)向任何人披露，但為買賣或遵從客戶在本協議的責任而披露則屬例外。

21. 終止

21.1. 結束帳戶

客戶可隨時以書面通知 BOOM 結束帳戶，但客戶須已履行其在本協議項下的全部責任。BOOM 可：(i) 在給予客戶書面通知十(10)日後，於任何時候及以任何理由結束帳戶，或(ii) 在發生違約事件後，無須給予客戶通知而立即結束帳戶。在不損害前述的情況下，終止帳戶將不會影響任何一方在該項終止之時所涉及的未平倉合約所產生的權利或責任，包括保證金，直至所有該等合約已平倉或有關的交付已完成及所有該等責任已全部解除。倘在帳戶結束時，帳戶內仍有結存的資金或其他資產，BOOM 可全權及絕對酌情決定：

- (a) 將上述任何非現金資產以客戶的名義登記，屆時該等非現金資產不再屬帳戶的一部分，其風險及費用須由客戶承擔；
- (b) 以 BOOM 全權及絕對酌情決定認為合理的條款將該等非現金資產變現；及
- (c) 按帳戶內的結存資金金額向客戶交付支票，屆時該等資金不再屬帳戶的一部分，其風險須由客戶承擔。

因帳戶結束而引起的任何交付均須視為適用第 18 條的通訊。

帳戶結束並不損害本協議第 7、11、14 至 20、21.2 及 22 至 24 條，該等條文在本協議終止後繼續有效。在帳戶結束後，客戶不再是 BOOM 的客戶，BOOM 對客戶並沒有任何職責，惟在終止後繼續有效的任何條文中所列者除外。

21.2. 待領資產

倘 BOOM 結束帳戶，客戶沒有回應 BOOM 發出的通訊，及送交客戶的支票及其他資產的所有文件均退回寄件人，則 BOOM 可委任一名受託人，包括其任何聯繫公司，在下列基礎上將客戶的資金或其他資產寄存於受託人：(i) 客戶須承擔受託人的所有開

part, as may be necessary and on such terms and conditions which the trustee may in its sole and absolute discretion determine to be reasonable, in satisfaction of such expenses, and (iii) the trustee shall have no liability to the Client for any loss the Client may incur, including loss arising from the negligence of the trustee, save as a result of fraud.

22. PERSONAL REPRESENTATIVES

This Agreement shall bind the Client's heirs, executors, administrators, personal representatives and assigns. All acts performed by BOOM prior to receiving written notice of the Client's death or incapacity shall be valid and binding upon the Client and the Client's successors in title. Any such notice shall not be valid unless accompanied by such evidence as BOOM may require as to the Client's death or incapacity. The administrator, executor or other legal representatives of a Client following his death shall be recognized by BOOM as having the sole authority to act under this Agreement on behalf of the Client.

23. LAW AND JURISDICTION

23.1. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The Client irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

23.2. Arbitration

So long as the Financial Dispute Resolution Centre does not accept jurisdiction over any dispute, BOOM shall have the right, at BOOM's sole and absolute discretion to elect to determine that any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach, or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted provided that if any proceedings have been commenced in any court of law in respect of such dispute, controversy, difference or claim, no such election may be made on or after the latest time for filing such defence in such court.

The law of this arbitration shall be Hong Kong law. The seat of arbitration shall be Hong Kong. There shall be one arbitrator. The arbitration proceedings shall be conducted in English.

The award of any arbitrator shall be final and judgment upon the award may be entered in any court having jurisdiction save that either party may appeal to the courts in Hong Kong on any question of law arising out of an award made in an arbitration under this Agreement as set out in ss. 5, 6 and 7 of the Schedule 2 of the Arbitration Ordinance (Cap. 609) of the Laws of Hong Kong.

24. GENERAL

24.1. Amendment

BOOM may at any time amend or modify the terms and conditions of this Agreement by giving the Client not less than fourteen (14) calendar days' notice in writing. Any amendments or modifications shall, on the expiry of such notice, bind the Client immediately. Except as specifically permitted in this Agreement, no term or condition of this Agreement may be waived, amended or modified unless agreed to in writing signed by an authorized officer of BOOM. Any amendment or modification of this Agreement by notice hereunder shall be without prejudice to any rights or liabilities accrued prior to such amendment or modification.

24.2. Assignment

BOOM may transfer, assign and novate its rights and obligations under this Agreement to any of its affiliates without giving notice to the Client or to any other person upon prior written notice to the Client. The Client hereby consents to such transfer, assignment or novation. The Client may not assign any of his rights and obligations hereunder without first obtaining the consent of BOOM in writing.

24.3. No Waiver

BOOM's failure to insist at any time on strict compliance with any of the terms and conditions of this Agreement shall in no event constitute a waiver by BOOM of any of its rights under or arising from any breach of this Agreement.

24.4. Severability

If any provision of this Agreement shall be determined by a court of competent jurisdiction or arbitrator to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement. The lawfulness, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

24.5. Language

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

25. RIGHTS OF THIRD PARTIES

No person other than the client and BOOM (which includes its successors and assigns) will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these terms and conditions.

支, (ii) 受託人可按其全權酌情決定屬合理的條款及條件, 將其他資產全部或部分變現, 以償付該等開支, 及 (iii) 對於客戶招致的任何損失, 包括因受託人疏忽而引起的損失 (因欺詐者除外), 受託人無須就此對客戶負責。

22. 個人代表

本協議對客戶的繼承人、遺囑執行人、遺產管理人、遺產代理人及受讓人具約束力。BOOM 在收到客戶身故或無行為能力的書面通知前所作的所有作為均屬有效, 並對客戶及客戶的所有權繼承人具約束力。該等通知除非附有 BOOM 對客戶身故或無行為能力所要求的證明, 否則屬無效。在客戶身故後, 其遺產管理人、遺囑執行人或其他法律代表須獲 BOOM 承認為具有唯一權力代表客戶根據本協議行事。

23. 法律及司法管轄權

23.1. 管轄法律及地區

本協議須受中華人民共和國香港特別行政區 (「香港」) 的法律管轄, 並須按照該法律解釋。客戶不可撤銷地服從香港法院的專屬司法管轄權。

23.2. 仲裁

倘金融糾紛調解中心並不接受對任何爭議所具的司法管轄權, BOOM 有權在其全權及絕對酌情決定下, 選擇將因本協議引起或與之相關本協議 (包括本協議的存在、效力、解釋、履行、違反或終止) 的任何爭議、爭論、分歧或申索, 或因本協議而引起或與本協議相關的非合約責任的爭議提交香港國際仲裁中心 (「香港仲裁中心」), 根據於仲裁通知提交時有效的《香港國際仲裁中心機構仲裁規則》進行仲裁, 以作最終解決, 但如已就該爭議、爭論、分歧或申索在任何法院展開法律程序, 則在向該法院送交抗辯書存檔的最後時限時或之後, 不可作出該項選擇。

本仲裁的法律須為香港法律。仲裁地須在香港, 並須有一名仲裁員。仲裁程序須以英語進行。

任何仲裁員的裁決屬最終裁決, 及可就裁決的判決登錄於任何具司法管轄權的法院, 惟香港法例《仲裁條例》(第 609 章) 附表 2 第 5、6 及 7 條訂明因根據本協議作出的仲裁判決所引起的法律問題, 任何一方均可向香港法院提出上訴。

24. 一般條文

24.1. 修訂

BOOM 可隨時在給予客戶不少於十四 (14) 個曆日的書面通知後, 修訂或更改本協議的條款及條件。任何修訂或更改須在通知屆滿後立即對客戶具約束力。除本協議具體許可外, 本協議並沒有條款或條件可予免除、修訂或更改, 但經 BOOM 授權的高級人員以書面簽署同意者則屬例外。根據本協議規定的通知對本協議所作的任何修訂或更改並不損害在該項修訂或更改之前產生的任何權利或責任。

24.2. 轉讓

BOOM 可不給予客戶通知而將其在本協議項下的權利及責任轉讓及約務更替予其任何聯繫公司, 或在事先給予客戶書面通知後, 將本協議項下的權利及責任轉讓及約務更替予任何其他人士。客戶特此同意該項轉讓及約務更替。客戶未首先取得 BOOM 的書面同意前, 不可將其在本協議項下的權利及責任轉讓。

24.3. 不放棄權利

BOOM 未能在任何時候堅持本協議任何條款及條件獲嚴格遵從, 在任何情況下並不構成 BOOM 放棄其在本協議項下的任何權利或因本協議被違反而引起的權利。

24.4. 可分割性

如本協議的任何條文經具有有效司法管轄權的法院或仲裁員裁定為不合法、無效或不可強制執行, 該條文即須在必要的範圍內從本協議割除。本協議餘下條文的合法性、有效性及可強制執行程度並不因此受影響。

24.5. 語文

倘本協議的中、英文版本之間有不一致之處, 概以英文本為準。

25. 第三者權利

除客戶及 BOOM (包括其繼承人及受讓人) 以外, 並無其他人士有權按《合約 (第三者權利) 條例》強制執行本條款及細則的任何條文, 或享有本條款及細則的任何條文下的利益。

26. RISK DISCLOSURES

26.1. Risk of Trading Futures and Options

- (a) **Substantial Risk of Loss** – The risk of loss in trading Futures Contracts or Options Contracts is substantial. In some circumstances, the Client may sustain losses in excess of the Client's initial margin funds. Placing contingent orders, such as "stop loss" or "stop limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such order. There is a possibility that any stop-loss may be cancelled by a futures exchange due to various reasons including where orders are "out of price limits" during a fluctuating market.

The Client should closely monitor the orders as BOOM may be unable to contact the Client in the event of cancellation. The Client may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, the Client's position may be liquidated. The Client will remain liable for any resulting deficit in the Client's Account.

The Client should therefore study and understand Futures Contracts and Options Contracts before trading and carefully consider whether such trading is suitable in the light of the Client's own financial position and investment objectives. If the Client trade Options Contracts, Client should inform oneself of exercise and expiration procedures and rights and obligations upon exercise or expiry.

- (b) **Terms and Conditions of Contracts** – The Client should ask BOOM about the terms and conditions of the specific Futures Contracts or Options Contracts which the Client is trading and associated obligations (e.g. the circumstances under which the Client may become obliged to make or take delivery of the underlying interest of a futures contract and, in respect of options, expiration dates and restrictions on the time for exercise).

Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

- (c) **Suspension or Restriction of Trading and Pricing Relationships** – Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If the Client has sold Options Contracts, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the Futures Contract, and the underlying interest and the Options Contract may not exist. This can occur when, for example, the futures contract underlying the Options Contract is subject to price limits while the Options Contract is not. The absence of an underlying reference price may make it difficult to judge "fair" value.

- (d) **Deposited Cash and Property** – The Client should familiarize oneself with the protections given to money or other property the Client deposits for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy.

The extent to which the Client may recover the Client's money or property may be governed by specific legislation or local rules.

In some jurisdictions, property which had been specifically identifiable as the Client's own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

- (e) **Commission and Other Charges** – Before the Client begins to trade, the Client should obtain a clear explanation of all commission, fees and other charges for which the Client will be liable. These charges will affect the Client's net profit (if any) or increase the Client's loss.
- (f) **Transactions In Other Jurisdictions** – Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection.

Before the Client trades the Client should enquire about any rules relevant to the Client's particular transactions. The Client's local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where the Client's transactions have been effected.

The Client should ask BOOM for details about the types of redress available in both the Client's home jurisdiction and other relevant jurisdictions before the Client starts to trade.

- (g) **Currency Risks** – The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in the Client's own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- (h) **Trading Facilities** – Electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or participant firms. Such limits may vary: the Client should ask BOOM for details in this respect.

26. 風險披露

26.1. 期貨及期權交易的風險

- (a) **虧損風險可以極大** – 買賣期貨合約或期權合約的虧損風險可以極大。在若干情況下，客戶所蒙受的虧損可能會超過最初存入的保證金數額，即使客戶設定了備用指示，例如「止蝕」或「限價」等指示，亦未必能夠避免損失。市場情況可能使該等指示無法執行。此等「止蝕」交易指示或會被交易所因不同原因而取消，包括：於市場波動時，該止蝕價位偏離了當日的價格上下限。

客戶應密切留意所設定的指示，該指示可能在 BOOM 無法及時與客戶聯絡的情況下被取消。客戶可能會在短時間內被要求存入額外的保證金。假如未能在指定的時間內提供所需數額，客戶的未平倉合約可能會被平倉。然而，客戶仍然要對其帳戶內任何因此而出現的虧損數額負責。

因此，客戶在買賣前應研究及理解期貨合約及期權合約，以及根據本身的財政狀況及投資目標，仔細考慮這種買賣是否適合。如果客戶買賣期權合約，便應熟悉行使期權及期權到期時的程序，以及客戶在行使期權及期權到期時的權利與責任。

- (b) **合約的條款及細則** – 客戶應向 BOOM 查詢所買賣的有關期貨合約或期權合約的條款及細則，以及有關責任（例如在什麼情況下客戶或會有責任就期貨合約的相關資產進行交收，或就期權而言，期權的到期日及行使的時間限制）。

交易所或結算公司在某些情況下，或會修改尚未行使的合約的細則（包括期權行使價），以反映合約的相關資產的變化。

- (c) **暫停或限制交易及價格關係** – 市場情況（例如市場流通量不足）及/或某些市場規則的施行（例如因價格限制或「停板」措施而暫停任何合約或合約月份的交易），都可以增加虧損的風險，這是因為投資者屆時將難以或無法執行交易或平掉/抵銷倉盤。如果客戶賣出期權合約後遇到這種情況，客戶須承受的虧損風險可能增加。

此外，相關資產與期貨合約之間以及相關資產與期權合約之間的正常價格關係可能並不存在。例如，期貨期權所涉及的期貨合約須受價格限制所規限，但期權合約本身則不受其規限。缺乏相關資產參考價格會導致投資者難以判斷何謂「公平價格」。

- (d) **存放的現金及財產** – 如果客戶為在本地或海外進行的交易存放款項或其他財產，客戶應瞭解清楚該等款項或財產獲得那些保障，特別是在有關商號破產或無力償債時的保障。

至於能追討多少款項或財產一事，可能須受限於具體法例規定或當地的規則。

在某些司法管轄區，收回的款項或財產如有不足之數，則可認定屬於客戶的財產將會如現金般按比例分配予客戶。

- (e) **佣金及其他收費** – 在開始交易之前，客戶先要清楚瞭解客戶必須繳付的所有佣金、費用或其他收費。這些費用將直接影響客戶可獲得的淨利潤（如有）或增加客戶的虧損。

- (f) **在其他司法管轄區進行交易** – 在其他司法管轄區的市場（包括與本地有正式連繫的市場）進行交易，或會涉及額外的風險。根據這些市場的規例，投資者享有的保障程度可能有所不同，甚或有所下降。

在進行交易前，客戶應先行查明有關客戶將進行的該項交易的所有規則。客戶本身所在地的監管機構，將不能迫使客戶已執行的交易所在地的所屬司法管轄區的監管機構或市場執行有關的規則。

有鑑於此，在進行交易之前，客戶應先向 BOOM 查詢客戶本身地區所屬的司法管轄區及其他司法管轄區可提供那種補救措施及有關詳情。

- (g) **貨幣風險** – 以外幣計算的合約買賣所帶來的利潤或招致的虧損（不論交易是否在客戶本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響。

- (h) **交易設施** – 電子交易的設施是以電腦組成系統來進行交易指示傳遞、執行、配對、登記或交易結算。然而，所有設施及系統均有可能會暫時中斷或失靈，而客戶就此所能獲得的賠償或會受制於系統供應商、市場、結算公司及/或參與者商號就其所承擔的責任所施加的限制。由於這些責任限制可以各有不同，客戶應向 BOOM 查詢這方面的詳情。

- (i) Off-exchange Transactions – In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transaction. BOOM may be acting as the Client's counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks.

Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before the Client undertakes such transaction, the Client should familiarize oneself with applicable rules and attendant risks.

- (j) Risk of Using the Electronic Services Under the On-line Trading Agreement – If the Client undertakes Commodity Futures transactions via Electronic Services, the Client will be exposed to risks associated with the Electronic Services system including the failure of hardware and software, and the result of any system failure may be that the Client's order is either not executed according to the Client's Instructions or is not executed at all;

Due to unpredictable traffic congestion and other reasons, Electronic Services may not be reliable and transactions conducted via Electronic Services may be subject to delays in transmission and receipt of the Client's Instructions or other Information, delays in execution or execution of its Instructions at prices different from those prevailing at the time the Client's Instructions were given, transmission interruption or blackout. There are risks of misunderstanding or errors in communication, and that there is also usually not possible to cancel an Instruction after it has been given. The Company accepts no responsibility for any loss which may be incurred by the Customers as a result of such interruptions or delays or access by third parties. The Client should not place any Instruction with us via Electronic Services if the Client is not prepared to accept the risk of such interruptions or delays; and

Market data and other information made available to the Customer through our Electronic Service may be obtained by the Company from third parties. While the Company believes such market data or information to be reliable, neither the Company nor such third parties guarantees the accuracy, completeness or timeliness of any such market data of information.

26.2. Additional Risk Disclosure for Futures and Options Trading

This risk disclosures statement does not disclose all of the risks and other significant aspects of trading in futures and options. In light of the risks, the Client should undertake such transactions only if the Client understands the nature of the contracts (and contractual relationships) into which the Client is entering and the extent of the Client's exposure to the risk.

Trading in futures and options is not suitable for many members of the public. The Client should carefully consider whether trading is appropriate for the Client in light of the Client's experience, objectives, financial resources and other relevant circumstances.

26.3. Specific Risk of Trading Futures

- (a) Effect of "Leverage" or "Gearing" – Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the Futures Contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds the Client has deposited or will have to deposit: this may work against the Client as well as for the Client. The Client may sustain a total loss of initial margin funds and any additional funds deposited with BOOM to maintain the Client's position.

If the market moves against the Client's position or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain the Client's position. If the Client fails to comply with a request for additional funds within the time prescribed, the Client's position may be liquidated at a loss and the Client will be liable for any resulting deficit.

The Client should closely monitor the Client's positions, as in some market conditions BOOM may be unable to contact the Client or provide the Client with sufficient time to make the required deposits, and forced liquidation may be necessary.

- (b) Risk-reducing Orders or Strategies – The placing of certain orders (e.g. "stop-loss" orders, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

26.4. Specific Risk of Trading Options

- (a) Variable Degree of Risk – Transactions in options carry a high degree of risk. Purchasers and sellers of Options Contracts should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. The Client should calculate the extent to which the value of the options must increase for the Client's position to become profitable, taking into account the premium and all transaction costs.

The purchaser of Options Contract may offset or exercise the options or allow the options to expire. The exercise of an Options Contract results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on futures contract, the purchaser will acquire a futures position with associated liabilities for margin (see clause 26.3 above). If the purchased options expire worthless, the Client will suffer a total loss of investment which will consist of the option premium plus transaction costs. If the Client is contemplating purchasing deep-out-of-the-money options, the Client should be aware that the chance of such options becoming profitable ordinarily is remote.

- (i) 場外交易 – 在某些司法管轄區，及只有在特定情況之下，有關商號獲准進行場外交易。BOOM 可能是客戶所進行買賣的交易對手方。在這種情況下，有可能難以或根本無法公平掉既有倉盤、評估價值、釐定公平價格又或評估風險。因此，這些交易或會涉及更大的風險。

此外，場外交易的監管或會比較寬鬆，又或需遵照不同的監管制度；因此，客戶在進行該等交易前，應先瞭解適用的規則及有關的風險。

- (j) 使用網上交易協議下之電子服務的風險 – 如果客戶透過某個電子交易系統進行商品期貨買賣，便須承受該系統帶來的風險，包括有關系統硬體或軟件可能會失靈的風險。系統失靈可能會導致客戶的交易指示不能根據指示執行，甚或完全不獲執行；

因無法預計的擠塞和其他原因，電子服務可能並不可靠的，通過電子服務進行的交易在傳輸和接收客戶的指示或其他資訊過程中可能會被耽誤、延遲執行並有別於客戶發出指示時的市價執行、在傳輸時被中斷或停頓的風險。在通訊過程中也存在誤解或錯誤的風險，指示在發出過後，不一定可以被取消。此類中斷、耽誤或被第三方進入而使客戶遭受的任何損失，BOOM 概不承擔責任。如果客戶不準備接受此類中斷或耽誤引致的風險，客戶不應透過電子服務來作出任何指示；及

電子服務中所提供的市場數據和其他資訊可能是 BOOM 從第三者中獲得。雖然 BOOM 相信這些數據和資訊是可靠的，但 BOOM 或該等第三者都不會保證這些數據和資訊的準確性、完整性和即時性。

26.2. 關於期貨及期權買賣的額外風險披露

本風險披露聲明並不涵蓋買賣期貨及期權的所有風險及其他重要事宜。就風險而言，客戶在進行任何上述交易前，應先瞭解將訂立的合約的性質（及有關的合約關係）和客戶就此須承擔的風險程度。

期貨及期權買賣對很多公眾投資者都並不適合，客戶應就本身的投資經驗、投資目標、財政資源及其他相關條件，小心衡量自己是否適合參與該等買賣。

26.3. 買賣期貨的特定風險

- (a) 「槓桿」效應 – 期貨交易的風險非常高。由於期貨合約的開倉保證金的金額較期貨合約本身的價值相對為低，因而能在期貨交易中發揮「槓桿」作用。市場輕微的波動也會對客戶投入或將需要投入的資金造成大比例的影響。所以，對客戶來說，這種槓桿作用可說是利弊參半。因此客戶可能會損失全部開倉保證金及為維持本身的倉盤而向 BOOM 存入的額外金額。

若果市況不利客戶所持倉盤或保證金水平提高，客戶會遭追收保證金，須在短時間內存入額外資金以維持本身倉盤。假如客戶未有在指定時間內繳付額外的資金，客戶可能會被迫在虧損情況下平倉，而所有因此出現的短欠數額一概由客戶承擔。

客戶應密切留意帳戶狀況，在市場波動下，BOOM 未必能聯絡客戶或提供足夠時間予客戶存錢，而客戶的持倉將有可能被強制平倉。

- (b) 減低風險交易指示或投資策略 – 即使客戶採用某些旨在預設虧損限額的交易指示（如「止蝕」或「止蝕限價」指示），也可能作用不大，因為市況可以令這些交易指示無法執行。至於運用不同持倉組合的策略，如「跨期」和「馬鞍式」等組合，所承擔的風險也可能與持有最基本的「長」倉或「短」倉同樣的高。

26.4. 買賣期權的特定風險

- (a) 不同風險程度 – 期權交易的風險非常高。投資者不論是購入或出售期權合約，均應先瞭解其打算買賣的期權類別（即認沽期權或認購期權）以及相關的風險。客戶應計入期權金及所有交易成本，然後計算出期權價值必須增加多少才能獲利。

購入期權合約的投資者可選擇抵銷或行使期權或任由期權到期。如果期權合約持有人選擇行使期權，便必須進行現金交收或購入或交付相關的資產。若購入的是期貨產品的期權，期權持有人將獲得期貨倉盤，並附帶相關的保證金責任（參閱上文第 26.3 條）。如所購入的期權在到期時已無任何價值，客戶將損失所有投資金額，當中包括所有的期權金及交易費用。假如客戶擬購入極價外期權，客戶應注意可以從這類期權獲利的機會極微。

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract, the seller will acquire a position in a futures contract with associated liabilities for margin (see clause 26.3 above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a futures contract or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

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

26.5. Risk relating to Commodity Futures denominated in Renminbi (RMB)

RMB Commodity Futures are subject to exchange rate fluctuations that may provide both opportunities and risks. The fluctuation in the exchange rate of RMB may result in losses in the event that the Client converts RMB into Hong Kong dollars ("HKD") or other foreign currencies. RMB is not fully and freely convertible and conversion of RMB through banks is subject to a daily limit and other limitations as applicable from time to time. The Client should take note of the limitations and changes thereof as applicable from time to time and allow sufficient time for exchange of RMB from/to another currency if the RMB amount exceeds the daily limit. Any RMB conversation in relation to a RMB Commodity Futures transaction shown in statements and contract notes is based on the prevailing exchange rate provided by the HKFE at any time as stipulated by the HKFE on the relevant trade day from time to time. However, actual RMB conversion upon settlement or on any other conversion day will be based on an exchange rate determined by the Company as a principal according to the prevailing exchange rate.

RMB Commodity Futures will be traded and settled in RMB. If the Client provide a settlement sum in a currency other than RMB, the Company will convert the settlement sum to RMB at the exchange rate determined by the Company as a principal according to the prevailing exchange rate. The Client should open RMB bank accounts for money settlement purpose if the Client wishes to receive payments (such as sales proceeds and dividends) in RMB via banks.

All trading related fees (including stamp duty, SFC transaction levy and exchange trading fees) shall be payable to Inland Revenue Department, SFC and Exchange, as the case may be, by the Company on behalf of the Customer in HKD. Of the settlement sum in RMB, the Company shall convert an amount equivalent to the trading related fees into HKD to settle the trading related fees. Any gain or loss arising from the currency exchange regarding the trading related fees shall be for the account of the Company instead of the Client. The Client shall not have any rights to claim any gain arising from such currency conversion.

26.6. Disclaimer delivered pursuant to the relevant provisions of the regulations for trading Futures Contract and Options Contracts on indices

- (a) **HKFE Indices** – Stock indices and other proprietary products upon which Contracts traded on HKFE may be based may from time to time be developed by the HKFE. Such indices may from time to time be published, compiled and computed by HKFE (the "HKFE Indices"), their respective marks, names and processes of compilation and computation are the exclusive property of and proprietary to HKFE.

The process and basis of compilation and computation of the any of the HKFE Indices and any of the related formula or formulae and factors may at any time be changed or altered by the HKFE without notice.

- (b) **Hang Seng Indexes** – Stock indices that are currently published, compiled and computed by Hang Seng Indexes Company Limited ("HSIL") and such additional stock indices may from time to time be published, compiled and computed by HSIL at the request of Hang Seng Data Services Limited ("HSDS") (collectively, the "Hang Seng Indexes"), their respective marks, names and processes of compilation and computation are the exclusive property of and proprietary to HSDS.

HSIL has granted to the HKFE by way of licence the use of the Hang Seng Indexes solely for the purposes of and in connection with the creation, marketing and trading of Contracts based on any of the Hang Seng Indexes respectively.

The process and basis of compilation and computation of any of the Hang Seng Indexes and any of the related formula or formulae, constituent stocks and factors may at any time be changed or altered by HSIL without notice.

- (c) In addition, the HKFE may at any time require that trading in and settlement of such of the Contracts based on any of the HKFE Indices or the Hang Seng Indexes as the HKFE may designate be conducted by reference to an alternative index or alternative indexes to be calculated.
- (d) Neither the HKFE nor HSDS nor HSIL warrants or represents or guarantees to any Exchange Participant or any third party the accuracy or completeness of the HKFE Indices and/or the Hang Seng Indexes or any of them and the compilation and computation thereof or any information related thereto and no such warranty or representation or guarantee of any kind whatsoever relating to the HKFE Indices and/or the Hang Seng Indexes or any of them is given or may be implied.
- (e) Further, no responsibility or liability whatsoever is accepted by the HKFE, HSDS or HSIL in respect of the use of the HKFE Indices or the Hang Seng Indexes or any of them for the purposes of and in connection with the Contracts or any of them and/or

出售(「沽出」或「賣出」)期權承受風險一般較買入期權高得多。賣方雖然能獲得定期額權金,但亦可能會承受遠高於該筆期權金的損失。倘若市況逆轉,期權賣方便須投入額外保證金補倉。此外,期權賣方還需承擔買方可能會行使期權的風險,即期權賣方在期權買方行使時有責任以現金進行交收或買入或交付相關資產。若賣出的是期貨產品的期權,則期權賣方將獲得期貨倉盤及附帶相關的保證金責任(參閱上文第 26.3 條)。若期權賣方持有相應數量的相關資產或期貨或其他期權作「備兌」,則所承受的風險或會減少。假如有關期權並無任何「備兌」安排,虧損風險可以是無限大。

某些國家的交易所允許期權買方延遲支付期權金,令買方支付保證金費用的責任不超過期權金。儘管如此,買方最終仍須承受損失期權金及交易費用的風險。在期權被行使又或到期時,買方有需要支付當時尚未繳付的期權金。

26.5. 人民幣計價商品期貨的風險

人民幣商品期貨受匯率波動影響,而匯率波動可能產生機會或風險。將人民幣兌換為港幣或其他外幣時,客戶有可能受人民幣匯率波動的影響而招致損失。人民幣並非完全自由兌換的貨幣,通過銀行進行人民幣兌換亦受每日限額限制及不時適用的其他限制。客戶應該留意不時適用的有關兌換的限制及其變動。如閣下需兌換超過每日限額的人民幣金額,須預留時間以備兌換。結單及成交單據所示任何與人民幣商品期貨交易有關的人民幣兌換率為交易所在有關交易日於交易所不時規定的時間就該貨幣所提供的現行匯率。但是,實際的人民幣兌換交收或者其他兌換將由 BOOM 以主事人的身份按市場當時通行匯率而決定之匯率進行。

人民幣商品期貨將以人民幣交易及交收。如閣下提供用於交收之款項為人民幣以外之貨幣,BOOM 將以主事人的身份按市場當時通行的匯率以 BOOM 決定之匯率將交收之款項兌換為人民幣。閣下如希望透過銀行收取人民幣款項(例如售賣收益及股息),應開立人民幣戶口以作交收之用。

所有交易相關費用(包括印花稅,證監會交易費及交易所交易費)均由 BOOM 代表閣下以港幣支付予稅務局、證監會及交易所(視情況而定)。在人民幣交收款項中,BOOM 會將相當於交易相關費用的款項兌換成港元以作交收之用。就交易相關費用的外匯兌換所產生的任何收益或虧損應由 BOOM(而非客戶)負責。閣下無權就上述貨幣兌換產生的任何收益作出任何索償。

26.6. 按指數進行期貨合約及期權合約買賣的規則所有關係款而作出的免責聲明

- (a) **期交所指數** – 期交所可不時開發在期交所買賣的合約所根據的股票指數或其他專有產品。該等由期交所可能不時公布、編纂及計算的股票指數(「期交所指數」),其各自之商標、名稱及編纂及計算程序均屬期交所獨家及全權擁有。

期交所所有權隨時及無須作出通知更改及修改編纂及計算任何期交所指數的程序及依據及任何有關的程式及因素。

- (b) **恒生股票指數** – 恒生指數有限公司(「HSIL」)現時公布、編纂及計算一系列的股票指數及可能不時應恒生資訊服務有限公司(「HSDS」)公布、編纂及計算其他股票指數(統稱「恒生股票指數」),其各自之商標、名稱及編纂及計算程序均屬 HSDS 獨家及全權擁有。

HSIL 經已許可期交所使用恒生股票指數作推出、推廣及買賣以任何恒生股票指數為根據的合約及有關用途但不能用作其他用途。

HSIL 有權隨時及無須作出通知更改及修改編纂及計算任何恒生股票指數的程序及依據及任何有關的程式、成份股及因素。

- (c) 期交所亦有權隨時要求根據任何期交所指數或恒生股票指數作買賣的合約以一隻或多隻替代指數交易及結算。
- (d) 期交所、HSDS 及 HSIL 均未向任何交易所參與者或任何第三者保證、表示或擔保所有或任何期交所指數及/或恒生股票指數、其編纂及計算或任何有關資料的準確性及完整性,亦未有就所有或任何期交所指數及/或恒生股票指數作出任何其他性質的保證、表示或擔保,任何人士亦不能暗示或視該等保證、表示或擔保已獲作出。
- (e) 此外,期交所、HSDS 及 HSIL 均不會及無須就使用所有或任何期交所指數或恒生股票指數作有關所有或任何合約的交易或其他用途、或期交所或其委任去編制及計算任何期交所

dealings therein, or for any inaccuracies, omissions, mistakes, errors, delays, interruptions, suspension, changes or failures (including but not limited to those resulting from negligence) of the HKFE or any other person or persons appointed by the HKFE to compile and compute any of the HKFE Indices in the compilation and computation of the HKFE Indices or of the HSIL in the compilation and computation of the Hang Seng Indexes or any of them or for any economic or other losses which may be directly or indirectly sustained as a result thereof by any Exchange Participant or any third party dealing with the Contracts or any of them.

- (f) No claims, actions or legal proceedings may be brought by any Exchange Participant or any third party against the HKFE and/or HSDS and/or HSIL in connection with or arising out of matters referred to in this disclaimer.
- (g) Any Exchange Participant or any third party deals in the Contracts or any of them in full knowledge of this disclaimer and can place no reliance whatsoever on the HKFE, HSDS and/or HSIL.

For the avoidance of doubt, this disclaimer does not create any contractual or quasi-contractual relationship between any Exchange Participant or third party and HSDS and/or HSIL and must not be construed to have created such relationship.

26.7. Risk of Client Assets Received or Held Outside Hong Kong

Client assets received or held by BOOM outside of Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance (Cap. 571) of the Laws of Hong Kong and the rules made thereunder. Such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

26.8. Risks of Email and Facsimile Instructions

Instructions transmitted by email or facsimile cannot be authenticated to the same degree as instructions sent in their original form. Non-original signatures on facsimiles or scanned documents sent by email may be forged. Instructions given by facsimile or by email may be transmitted to the wrong facsimile number or email address and may never reach BOOM. Their contents may therefore become known to third parties, thus losing their confidential nature.

26.9. Risk of Internet Trading

Due to unpredictable traffic on the Internet, the public nature of the Internet, the activities of hackers and other reasons beyond the control of BOOM, there is a risk that communications over the Internet may be interrupted, delayed or accessed by unauthorized parties.

指數的任何其他人士編纂及計算所有或任何期交所指數時出現的或 HSIL 編纂及計算所有或任何恒生股票指數時出現的任何錯漏、錯誤、阻延、中斷、暫停、改變或失敗(包括但不限於因疏忽引致的)、或交易所參與者或任何第三者可能因合約的交易直接或間接引致的任何經濟或其他損失負責。

- (f) 任何交易所參與者或第三者均不能就本聲明內所指的任何事項引起或有關的問題向期交所及 / 或 HSDS 及 / 或 HSIL 提出要求、訴訟或法律程序。
- (g) 任何交易所參與者或第三者作出合約交易時均完全明瞭本聲明並不能對期交所、HSDS 及 / 或 HSIL 有任何依賴。

為免生疑問，本免責聲明並不會於任何交易所參與者或第三者與 HSDS 及 / 或 HSIL 之間構成任何合約或準合約關係，而亦不應視作已構成該等合約關係。

26.7. 在香港以外地方收取或持有客戶資產的風險

BOOM 在香港以外地方收取或持有的客戶資產，是受有關海外司法管轄區的適用法律及規例所監管的。這些法律及規例與香港法例《證券及期貨條例》(第 571 章)及根據該條例訂制的規則可能有所不同。因此，有關客戶資產未必可享有在香港收取或持有的客戶資產所獲賦予的相同保障。

26.8. 電郵及傳真指示的風險

以電郵或傳真傳送的指示，其可認證的程度不能與以正本發出的指示相同。在傳真或以電郵發送的掃描文件上的非正本簽字均可被偽冒。以傳真或電郵發出的指示可能會傳至錯誤的傳真號碼或電郵地址，以致 BOOM 永遠無法收悉。指示的內容因而會被第三方得悉，從而喪失了其保密性。

26.9. 互聯網上買賣的風險

由於互聯網上的通信量不可靠、互聯網屬公共性質、駭客的活動及其他 BOOM 不能控制的原因，互聯網上的通訊有中斷、延誤或被未經授權人士存取取取的風險。

SCHEDULE 1: PERSONAL DATA PRIVACY SUPPLEMENT

This supplement forms part of the Agreement and sets out the terms and conditions upon which BOOM collects and uses personal data of the Client where the Client is a natural person.

- Collection** - From time to time, it is necessary for the Client to supply BOOM with personal data in connection with matters including, but not limited to, the opening of the Account, the provision of services to the Client and compliance with laws and regulations applicable to BOOM or to its activities. The kinds of personal data that may be collected includes, but is not limited to, the Client's name, address, occupation, contact details, date of birth, nationality, tax residency, identity card or passport details, financial status, tax identification number, Account activities and transaction information (including without limitation, Account number, Account balance / value, gross receipts, withdrawals and payments from and into the Account). Failure to supply such personal data may result in BOOM being unable to open the Account, to continue to provide services to the Client or to comply with such laws. Personal data may also be collected from the Client in the ordinary course of the Client's relationship with BOOM including, but not limited to, when the Client opens the Account, transfers funds, gives Instructions, effects transactions, participates in online activities, or communicates verbally or in writing with BOOM.
- Purpose and Use** - The purposes for which personal data may be used will vary depending on the nature of the Client's relationship with BOOM. BOOM intends to use the Client's personal data for all or any of the following purposes:
 - the processing of an application for the opening of an Account with BOOM including confirming and verifying the Client's identity and any other information supplied to BOOM by the Client;
 - the daily operation of the Account and the provision of services to the Client;
 - meeting the disclosure and compliance requirements under laws and regulations applicable to BOOM or its activities or the assets held by or on behalf BOOM or the internal compliance policies or procedures of BOOM;
 - promoting and direct marketing of the BOOM's services;
 - aggregating data related to trading activities of the Client and other persons to whom it provides services to produce macro summaries of trading trends for publication in BOOM's communications including on its website; and
 - any other purpose directly related to any of the above.

The Client has the right to object to the use of his personal data for direct marketing purposes as set out in (iv) above. BOOM will cease to use the Client's personal data for direct marketing without charge if the Client so requests.

附件一：個人資料私隱附件

本附件構成協議的一部分，列明在客戶屬自然人的情況下，BOOM 收集及使用客戶個人資料的條款及條件：

- 收集** - 客戶不時需就各種事項向 BOOM 提供其個人資料，包括但不僅限於開設帳戶、向客戶提供服務、遵從對 BOOM 或其活動適用的法律及規例。可收集的個人資料種類包括但不僅限於客戶的名稱、地址、職業、聯絡資料、出生日期、國籍、稅務居民身分、身份證或護照資料、財務狀況、納稅人識別號碼、帳戶活動及交易信息(包括但不限於帳戶號碼、帳戶餘額/價值、總收入、提取和帳戶往來付款)。客戶未能提供此等個人資料可導致 BOOM 不能開設帳戶、不能繼續向客戶提供服務或不能遵從有關的法律。個人資料也可在日常處理客戶與 BOOM 的關係時收集，包括但不僅限於在客戶開設帳戶、調撥資金、作出指示、執行交易、參與網上活動或以口頭或書面與 BOOM 通訊時。
- 目的及用途** - 個人資料的用途會視乎客戶與 BOOM 的關係的性質而有所不同。BOOM 擬使用客戶的個人資料作以下所有或以下任何用途：
 - 在 BOOM 辦理開設帳戶的申請，包括確認及核對客戶的身份及客戶提供予 BOOM 的任何其他資料；
 - 帳戶的日常運作，以及向客戶提供服務；
 - 符合對 BOOM 或其活動或 BOOM 或其代表持有的資產適用的法律及規例之下的披露及合規規定或 BOOM 的內部合規政策或程序；
 - 推廣及直銷 BOOM 的服務；
 - 將客戶及 BOOM 服務的其他人士的買賣活動的有關數據綜合，製成買賣趨勢的宏觀摘要，以供在 BOOM 的通訊包括 BOOM 的網站發佈；及
 - 直接與上述任何各項有關的任何其他用途。

客戶有權反對以其個人資料作上述第 (iv) 項所指的直銷用途。如客戶要求，BOOM 將停止使用客戶的個人資料作免費直銷用途。

3. **Retention and Access** - The personal data collected may be maintained for such period of time required under laws and regulations applicable to BOOM and its activities and as otherwise needed to fulfill the purposes set out in (2) above. Personal data held by BOOM relating to the Client shall be kept confidential and BOOM shall take all reasonable measures to ensure that personal data is kept secure against unauthorized access, loss, disclosure and destruction. BOOM may provide the personal data to the following persons, whether inside or outside of Hong Kong, and the Client consents to any such use or transfer:

- (i) affiliates of BOOM including the ultimate holding company of BOOM, its subsidiaries, representative offices, and associated companies;
- (ii) the service providers and agents of BOOM;
- (iii) any agent, contractor or third party service provider who provides administrative, research, design, launch, digital or telecommunications, exchange, clearing and settlement or other services to BOOM in connection with its business;
- (iv) the employees, officers and directors of BOOM;
- (v) any person (including, but not limited to, any tax, governmental or regulatory authority or court of competent jurisdiction) entitled thereto by laws and regulations applicable to BOOM or its activities or assets held by or on behalf of BOOM or in response to a regulatory request;
- (vi) any person to whom the business of BOOM may be sold; and
- (vii) external service providers of BOOM (including, but not limited to, printing houses, mailing houses, digital or telecommunication companies, data processing companies, storage companies, and information technology companies).

Under the Personal Data (Privacy) Ordinance ("PDPO") (Cap. 486) of the Laws of Hong Kong, the Client has the right to

- (i) check whether BOOM holds personal data about the Client and access such personal data;
- (ii) require BOOM to correct any personal data relating to the Client which is inaccurate;
- (iii) ascertain BOOM's policies and practices in relation to personal data and to be informed of the kinds of data held by BOOM; and
- (iv) object to the use of the Client's personal data for direct marketing purposes.

Following the receipt of such objection, BOOM shall not use the Client's personal data for direct marketing purposes. In accordance with the PDPO, BOOM has the right to charge a reasonable fee for the processing of any data access request.

For access to the Client's personal data held by BOOM, correction of such personal data, objection to the use of such personal data for direct marketing purposes or for information regarding BOOM's policies and practices relating to personal data or the kinds of data held by BOOM, the Client may contact BOOM Compliance at Room 2501, 25/F, AIA Tower, 183 Electric Road, North Point, Hong Kong.

3. **留存及查閱** - 已收集的個人資料可按對 BOOM 及其活動適用的法律及規例規定的期間，以及為實現上述 (2) 項的用途所需的期間備存。BOOM 須對所持有的客戶個人資料保密，並採取一切合理措施確保該等個人資料安全，以免在未經授權下被查閱、遺失、披露及毀壞。BOOM 可將個人資料提供予以下在香港境內或境外的人士，而且客戶同意該項用途或轉送：

- (i) BOOM 的聯繫公司，包括 BOOM 的最終控股公司、其附屬公司、代表辦事處及聯屬公司；
- (ii) BOOM 的服務提供者及代理人；
- (iii) 就 BOOM 的業務向 BOOM 提供行政、研究、設計、推行、數碼或電訊、交易、結算及交收或其他服務的代理人、承包商或第三方服務提供者；
- (iv) BOOM 的僱員、高級人員及董事；
- (v) 根據對 BOOM 或其活動或 BOOM 或其代表所持有的資產適用的法律及規例，或回應規管要求而有權取得該等資料的任何人士（包括但不僅限於任何稅務機構、政府或監管機關或具有司法管轄權的法院）；
- (vi) 可能獲 BOOM 售予業務的人士；及
- (vii) BOOM 的外聘服務提供者（包括但不僅限於印刷所、郵遞公司、數碼或電訊公司、數碼處理公司、儲存公司及資訊科技公司）。

根據香港法例《個人資料（私隱）條例》（「**私隱條例**」）（香港法例第 486 章），客戶有權

- (i) 查證 BOOM 有否持有有關客戶的個人資料以及查閱該等個人資料；
- (ii) 要求 BOOM 更正關乎客戶的不正確個人資料；
- (iii) 確定 BOOM 處理個人資料的政策及慣例，以及獲通知 BOOM 持有的資料種類；及
- (iv) 反對以客戶的個人資料作直銷用途。

在收到客戶的反對後，BOOM 不得以客戶的個人資料作直銷用途。按照《私隱條例》，BOOM 有權為處理查閱資料的要求而收取合理費用。

如欲查閱 BOOM 持有的客戶個人資料、更正有關的個人資料、反對以該等個人資料作直銷用途，或取得有關 BOOM 對其持有的個人資料或資料種類採取的政策及慣例的資料，客戶可於香港北角電氣道 183 號友邦廣場 25 樓 2501 室聯絡 BOOM 的合規部門。