



KAB BULLION HONG KONG LIMITED

三甲金银业有限公司

CLIENT ACCOUNT AGREEMENT

开户协议书

客户协议书 CLIENT'S AGREEMENT

客户姓名 **Client Name:** _____

户口号码 **Account no.:** _____

本协议于二零零_____年_____月_____日订立。

- (1) 三甲金银业有限公司(以下统称 "三甲"), 其注册地址为香港湾仔告士打道 178 号 30 楼 为一方; 及
- (2) 在本附表列出姓名、地址及详情 (倘文义允许, 以下简称 "客户") 为另一方。

鉴于:

- (1) 客户欲于三甲不时开立一个或超过一个户口, 以供买卖各种金属(见下文定义)之用。
- (2) 三甲同意不时应客户的要求及酌情准许客户于三甲开设一个或多个户口, 并接受及维持以指定名称、编号或其他方式为客户开立的一个或多个户口, 并应客户要求为其进行金属交易。

THIS AGREEMENT is made the _____ day of _____ 20 _____.

- (1) KAB BULLION HONG KONG LIMITED (collectively called "KAB") whose registered address is situated at 30 floor, 178 Gloucester Road, Wanchai, Hong Kong of the one part; and
- (2) The party whose names, address and descriptions are set out in the Schedule hereto (where the context permits is hereinafter collectively called "the Customer") of the other part.

WHEREAS:

- (1) The Customer is desirous of opening one or more accounts with KAB or such of them as the Customer may decide from time to time for the purchase or sale of bullion (as defined below).
- (2) KAB and each of them agree that it/they will from time to time at the request of the Customer and at its/their sole discretion allow the Customer to open one or more accounts with it/them and accept and maintain such account or accounts to be designated by name(s), number(s) or otherwise, and will act as broker(s) (except as principal(s) on occasions specified in this agreement) for the Customer in the purchase or sale of bullion.

现特此协议如下：

1. (a) 本协议列出客户在三甲开立一个或超过一个户口时所须遵守的条款及条件。
(b) 「平仓」指就任何合约或其任何部份而言，订立另一份相同规格的合约而其数额相同但属相反持仓，以消以前的合约及/或使该以前的合约的盈利或亏损明确化，而「平仓」(动词)亦按此解释。
(c) 「客户」此词无论在何种场合使用，包括该客户及其各自的遗嘱执行人和遗产管理人。
(d) 本协议内所提及的「金属」指包括但不限于金、银、贵金属及非贵金属。
(e) 「三甲」指客户不时在其中开立或保持户口的三甲金银业有限公司及其业权继承人(等)及承让人(等)。
2. (a) 客户同意无论客户的户口是否已平仓，客户仍须对一切损失负责，及对其户口的负债及资金不足负起清偿责任，包括因客户户口平仓而招致的一切负债及资金不足。
(b) 对于三甲因以下情况而产生、承受及负担的一切亏损、损害、利息、费用、支出、起诉、要求、索偿及诉讼，客户须弥偿及使三甲获得全面弥偿：
 - (i) 就本协议下交易的任何合约所进行的任何平仓及由三甲使其中的任何权利；或
 - (ii) 三甲订立及/或履行有关本协议下的交易的任何合约；或
 - (iii) 客户的任何指示或指令，或给予客户的任何服务，包括但不限于在客户指示时从客户在三甲开立的户口提取款项的停止付款指令。
 - (iv) 支付在恶意利用投资平台漏洞或故障进行下单交易及/或利用恶意软件制造漏洞进行下单交易的情况发生当时或之后的任何时间三甲蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出。
3. 送交顾客的报表、通告及任何其他通讯文件可照客户在本协议内所指定或今后以书面通知的地址或电话或图文传真号码送予客户所设立户口。所有通讯文件无论是电话、图文传真、信差或其他方式传递，一经发出，不论客户实际收到与否，均当已收妥论。
4. 三甲就执行客户买卖盘后所发出的口头确认及向客户发出户口结单，经由邮政或其他方式发出后两日内如未经客户以书面按照单内开列地址(或由三甲以书面通知的其他地址)通知三甲提出反对，即可视为具决定性且已由客户接受。
5. 本协议所订条款，未经三甲授权签署人签名用书面承诺前概不得擅自免除、变更、更改或修订，除事先先行以书面文件交予三甲知照之外，本协议不得由客户单方面撤销，而且即使撤销亦不影响三甲于未收到通知书前根据本协议所进行的任何一切交易。
6. 如果通讯设备损毁或无法传达讯息或其他一切三甲能力所控制不到的原因而致落盘传达延误，三甲概不负责。
7. 在不损害三甲的任何一般留置权、抵销权或三甲依法享有的类似权利的情况下及除此等权利之外，对于客户不论为任何目的交由三甲代管或在任何户口内，或不论何时及不论为任何目的(包括保管)而由三甲或三甲在香港或世界各地的联营公司保管的任何资金、证券、商品或其他财产，亦享有一般留置权。三甲亦有权出售此等财产(三甲获授权进行与此项出售有关而须做的一切事情)及利用出售所得款项以抵销或抵偿客户对三甲或三甲任何联营公司所负债务，不论其他人士对此等财产是否享有权益或三甲对此等财产是否曾经垫支款项，亦不论客户在三甲设有多个户口，三甲有权随时结合及/或综合客户的户口，运用其中款项抵销客户欠负三甲任何联营公司的债务而不须另行通知。至于债务是否属实，一概与三甲无关，只要收到附属公司要求，三甲即行如数支付。在不规限及更改本客户协议的一般条文下，三甲特此获授权调动客户在三甲及其联营公司所设的不同户口内的款项。
8. (a) 客户同意依照三甲不时全权作出的规定存交抵押品及(或)按金，客户亦同意于三甲要求时立即清付有关户口的任何欠款。
(b) 如有下列情况发生，即
 - (i) 三甲对于客户按金或其他问题，全权认定有维护本身利益的必要，或
 - (ii) 如客户向法院申请宣告破产或指派破产管理人或由他人针对客户提出该项申请或
 - (iii) 客户在三甲所设户口遭受查封，或
 - (iv) 客户逝世或受法庭裁定无胜任能力之时，三甲有权
 - (a) 运用三甲代客户保管或控制的任何属于客户的财产以清偿客户欠负三甲所负的一切债务(包括直接拖欠债务或由于担保或保证而产生的间接债务)，或
 - (b) 变卖客户户口所存在的任何或一切金属合约，或
 - (c) 客户户口如为空仓时，代为购买所需各种金属合约，及
 - (d) 取消客户一切未完成的落盘，以便为客户的户口平仓，而不论该等拥有权益是属于其个人所有，三甲全部概无须要求按金或额外按金或于事先先行向客户、客户继承人、遗嘱执行人、遗产管理人、遗产继承人、私人代表或承让人发出通知或刊登广告通知。
9. 由三甲全权酌情决定的首次及其后不时调整的按金额，必须存于客户任何时后于三甲开立的任何及所有户口中。补加按金额如有改订，客户同意于收到通知时立即补交，但即使有发出通知催收补加按金，三甲仍可随时依照上列第八条行事。三甲可以随时全权酌情调整按金额，且在任何时候均受条例以及适用的任何其他法例、规例或规则所规限。过去所订按金额不得引为前例而加以争论，此等规定一经订立，均可适用于现有的持仓以及受此等调整影响的合约的新仓。
10. 三甲获授权将客户任何户口的现金结余，存入三甲认为适合的任何金融机构(包括存入任何联营公司)，但其存款条款与该机构给予其他无关联的人比较，不能较为不利。三甲及其联营公司则享有因存款而产生的利益(包括存款所产生的利息)。客户兹确认及授权三甲：倘客户在三甲开立的户口产生贷方结余，三甲可酌情但并非有义务从客户的该等户口将全部或部分该等超过按金规定的款额转账至客户在三甲或其任何联营公司不时全权酌情认为合适的财务机构以其名义开立的户口。
11. (a) 三甲与客户交易黄金、白银及其他金属，尤其是交易香港金、香港银、伦敦金、伦敦银时，客户同意遵守当时实行及其后不时修订的监督客户户口的操守及与本段所述各种交易有关的「贵金属交易概览」并受其约束。本客户协议与「贵金属交易概览」两者所列条款如有矛盾抵触之处，则以「贵金属交易概览」为准，后者须超越、凌驾于其他规定。客户完全明白，在本段所述各种交易中，三甲可用当事人身份办理。
(b) 客户完全明白及同意，三甲可根据法例以及香港或其他地方当时适用的任何其他法律、规例或规则，作为三甲与客户根据本协议进行的任何交易的当事人立场办理。

- (c) 客户兹同意，根据法例以及香港或其他地方当时适用的任何其他法律、规例或规则，三甲可持有客户按本协议给予三甲指示的相反持仓。
- (d) 本客户协议的条款及条件，在适用范围内，概受条例管制。
12. 本协议及其执行均受香港法律管辖，而其中所列条文具有持续性，对客户在三甲所开立或重新开立的户口均个别地或共同地有效，对于三甲、三甲继承人及承让人(不论是由于合并、整合抑或以其他方式而产生)以及客户的继承人、遗嘱执行人，遗产管理人，遗产承受人、遗产继承人，私人代表及承让人亦同样有效。客户特此同意接受香港特别行政区法院的非专属司法管辖权。本协议中的任何条文均不可被认定为可以消除、排除或限制客户的任何权利或三甲在香港特别行政区的法律上的责任。倘若本协议中的任何条文在香港特别行政区的法律上为不能执行或无效者，此条文不影响本协议中其余条文的可执行性或效力。
13. 三甲与客户之间如发生争议，须根据有组织的市场、商会或交易所所在地的仲裁委员会(如有)的仲裁规则以仲裁方法解决，或(不限于前述者)透过其他仲裁解决，但在未开始仲裁之前，三甲仍有权以书面通知客户，对该仲裁或对仲裁原议加以否决。倘若争议是交由法庭裁判是非曲直，则不论如何判决，三甲或客户所负赔偿责任，仍以不超过根据本条文所订由仲裁确定的赔偿为限，除非事前三甲已对仲裁加以否决，则当别论。仲裁的裁决不能更改，赔偿额定出后，可向具有司法管辖权的法庭申请判决。
14. 三甲会在开仓的情况下向客户收取一次性的佣金，平仓时不用缴付。本条所提及的所有佣金将由三甲设定，并不会不时通知客户。
15. (a) 客户均可按照第十六条规定的方式及条款给予任何有关金属交易的落盘或指示(不论性质为何)，而该等落盘或指示若由三甲按其行事将对客户具有绝对且决定性的约束力。
- (b) 所有以电话、图文传真或任何其他书面方式给予的落盘或指示，只会在确实由三甲在正常办公日(不包括公众假期)的正常办公时间内收到，方会有效及生效。
- (c) 任何以电话、图文传真或任何其他书面方式给予的落盘或指示，都必须引述客户的姓名、投资顾问的姓名(若该指示乃由投资顾问给予)、以及开设于三甲的有关账户号码，但是三甲可以，但并无任何义务，核实或确定以电话、传真或任何其他书面方式(视乎情况而定)给予该等落盘或指示人士的身份，而三甲将有权按其行事及信靠该等落盘或指示乃来自客户，并对客户具有绝对且决定性的约束力。
- (d) 就任何以电话订定的金属买卖的合约而言，该等合约将被视为在有关电话谈话中订立。就任何以图文传真或任何其他书面方式订立的该等合约而言，有关合约将被视为当三甲实际收到并接受该等以图文传真或任何其他书面方式发出，关于该落盘或指示的讯息时订立。就任何由客户亲身于三甲办事处给予指示而订立的合约而言，该等合约将被视为当客户就其所给予的落盘或指示签署书面确认时订立。
16. 客户明白三甲有权为客户在三甲开设之户口内的持仓设立上限，客户必须遵守。
17. 遇有被委托人、代理人，联络人出现任何疏忽、行为失当，遗漏等行为，三甲无须为此等行为负上任何形式的责任。
18. 客户明白金属交易之报价会因不同时间及不同机构而有所差异，所有于公开途径而获得之报价未必为市场上可供交易的价格，因此客户接受三甲所提供之价格为当时的最佳价格。三甲可以有绝对酌情权及无须给予任何理由的情况下拒绝承认任何客户因交易平台可能受网路延迟、网路故障、电脑故障、报价误差及/或报价系统等问题造成或可能造成交易平台上的报价无法准确及即时反映市场上正确价格的指示及交易。
19. (a) 为保障电子交易平台的公平性及所有客户的合法权益，三甲不允许及不接受任何恶意利用投资平台漏洞或故障进行下单交易的行为。三甲禁止客户借助未经三甲授权及认可的协力厂商恶意软件(即“外挂软件”)，利用恶意软件制造漏洞进行下单交易。
- (b) 客户其任何持仓时间少于5分钟时的交易，三甲可以有绝对酌情权及无须给予任何理由的情况下怀疑及/或确定该交易行为是恶意利用投资平台漏洞或故障进行下单交易及/或利用恶意软件制造漏洞进行下单交易。
- (c) 在(a)及/或(b)提及的情况下，客户需向三甲蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出负责。客户同意三甲可以有绝对酌情权及无须给予任何知会的情况下，于在(a)及/或(b)提及的情况发生当时或之后的任何时间向三甲支付三甲蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出。
- (d) 在(a)、(b)及/或(c)提及的情况下，三甲将通知客户，但三甲在任何情况下无须对客户因三甲拒绝承认有关指示及交易或未有就此通知客户而蒙受或招致的任何利润或收益之丧失、损害赔偿、法律责任、讼费或支出负责。
20. 客户为交易已存入的各类形式之保证金均不能向三甲或有关公司收取利息。如果您存入的资金为港币，它们将以1美元兑7.78港元的固定市场汇率被转换成美元。
21. 客户兹声明如下：
- (i) 本协议内容已用客户所通晓的语言向客户充份解释；
- (ii) 客户是代表其本人买卖及本协议的最终受益人；
- (iii) 客户给予的客户数据声明完整无误者。
22. 客户同意本协议可由三甲不时修订，使其符合当时有效而适用于本协议及其中买卖的法律及条例，而毋须事先通知客户。任何修订，即被视为并入本协议及成为本协议的组成部份。

NOW IT IS HEREBY AGREED as follows:

1. (a) The Customer is desirous of opening one or more accounts with KAB or such of them as the Customer may decide from time to time for the purchase or sale of bullion (as defined below).
- (b) "Closing Out" means in relation to any or portion of any contract, the entering into of another contract of the same specification and for the same amount but of an opposite position in order to cancel the former contract and/or to crystallize the profit or loss on such former contract and the term "Close Out" shall be construed accordingly.
- (c) "The Customer" wherever used shall include the customer and his respective executors and administrators.
- (d) "Bullion" mentioned herein shall include but not limited to gold, silver, precious and non-precious metal.
- (e) "KAB" shall mean such of KAB BULLION HONG KONG LIMITED, as the Customer may from time to time open or maintain account(s) with, and its/their successor(s) in title and assign(s).

2. (a) The Customer agrees that the Customer shall be liable for all losses, whether or not the account is liquidated, and for any debts and deficiencies in the Customer's accounts including all debts and deficiencies resulting from a liquidation of the Customer's account.
 (b) The Customer shall indemnify and keep KAB fully indemnified from and against all loss, damages, interests, costs, expenses, actions, demands, claims, proceeding whatsoever which KAB may incur, suffer and sustain as a result of or arising from:
 - (i) any Closing out of any contracts made in relation to the transactions under this agreement and the exercise by KAB of any right as result thereof; or
 - (ii) KAB's entering into, and/or the performance of any contracts made in relation to the transactions under this agreement; or
 - (iii) any instruction or order of the Customer, or any services rendered to the customer including but not limited to stop-payment order on withdrawal from any of the accounts of the Customer opened with KAB or any of its associated companies upon the instruction of the Customer.
 - (iv) Any gain and/ or profit that the transaction which is done by using the loopholes or failure of the electronic trading platform with bad intention and/ or the transaction which is done by creating loopholes or failure of the electronic trading platform using malware. KAB reserves the rights to claim for any profits or income loss, damage charges, expenses and legal liability or counsel fee in any time caused by this.
3. Reports, written confirmation, notices, and any other communications may be transmitted to the Customer at the address, or telephone or facsimile number given herein, or at such other address or telephone number as the Customer shall hereafter notify KAB in writing, and all communications so transmitted, whether by mail, telephone, messenger or otherwise, shall be deemed transmitted when telephoned or when deposited in the mail, or when received by a transmitting agent, whether actually received by the Customer or not.
4. Written confirmation of the execution of the Customer's orders and statements of the Customer's accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Customer directed to the address stated therein (or such other address communicated in writing by KAB) within 2 days after transmittal thereof to the Customer, by mail or otherwise.
5. No provision of this agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed to writing and signed by one of the authorized personnel of KAB. This agreement shall not be revoked by the Customer except by writing delivered to KAB. Such revocation, however shall not affect any transaction entered into by KAB pursuant to this agreement before written notice of the revocation has been received by KAB.
6. KAB will not be responsible for delays in the transmission of orders due to breakdown or failure of transmission of communication facilities, or to any other cause or causes beyond the reasonable control or anticipation of KAB.
7. Without prejudice and in addition to any general lien, right of set-off or similar right to which KAB may be entitled by law, all of the Customer's interest in any funds, securities, commodities, or other properties held by KAB for any purpose or carried by KAB in any account for the Customer or which may be in the possession of KAB, or in the possession of any associated companies of KAB in Hong Kong or in other parts of the world, at any time and for any purpose, including safe-keeping, shall be subject to a general lien in favour of KAB. KAB shall also have the right to sell such properties (and KAB is authorized to do all such things necessary in connection with such sale) and utilize the proceeds to offset and discharge all of the obligations of the Customer to KAB or to any associated company, regardless of whether any other person is interested in or KAB has made advances in connection with such property, and irrespective of the number of accounts the Customer may carry with KAB. KAB shall be entitled at any time without notice to combine and/or consolidate all or any of the Customer's account with KAB and the associated companies of KAB. In respect of any payments by KAB to offset and discharge any obligations of the Customer to any associated company. KAB shall not concerned whether or not such obligation exist, provided demand has been made on KAB by such associated company. Without limiting or modifying the general provisions of this Customer's Agreement, KAB is hereby specifically authorized to transfer any sum or sums among the different accounts that the Customer has with KAB and any associated company.
8. (a) The Customer agrees to maintain such collateral and/or margin as KAB may from time to time at the discretion of KAB require. The Customer also agrees to pay immediately on demand any amount owing with respect to any Customer' account.
 (b) KAB shall have the right
 - (i) whenever in KAB's sole discretion KAB shall consider it necessary for the protection of KAB, because of margin requirements or otherwise, or,
 - (ii) in the event that a petition in bankruptcy, or a petition for the appointment of a receiver, is filed by or against the Customer or,
 - (iii) when an attachment is levied against the accounts of the Customer with KAB, or,
 - (iv) in the event of the death or judicial declaration of incompetence of the Customer, to:
 - (a) satisfy any obligation the Customer may have to KAB (either directly or by way of guaranty or suretyship) out of any property belonging to the Customer in the custody or control of KAB,
 - (b) sell any or all securities, or commodities long in Customer's account(s),
 - (c) buy any or all securities, or commodities which may be short in such account (s), and
 - (d) cancel any outstanding orders in order to close account or account (s) of the Customer, all without demand for margin or additional margin, notice to the Customer, the Customer's heirs, executors, administrators, legatees, personal representatives or assigns, of sale or purchase or other notice or advertisement and whether or not the ownership interest shall be solely the Customer's.
9. The proper original and variation margin, as determined by KAB in the sole discretion of KAB, will be maintained by the Customer in any and all accounts the Customer may at any time carry with KAB. If KAB determines that additional margin is required, the Customer agrees to deposit with KAB such additional margin immediately upon demand, provided, however, notwithstanding any demand for additional margin, KAB may at any time proceed in accordance with paragraph 8 above, KAB may change margin requirements at the sole discretion of KAB and at any time always subject to the ordinances, and any other laws, regulations or rules applicable. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to the new positions in the contracts affected by such change.
10. KAB is hereby authorized to deposit any cash balance in any account(s) of the Customer with any such financial institution as KAB may think fit (including with any associated company), provided that the terms of such deposit are no less beneficial than would have been offered by such institution to an unconnected person, and KAB (and any such associated company) shall be entitled to retain any benefit (including any interest accrued thereon) resulting from such deposit. The Customer hereby confirms and authorizes KAB that in the event that there is a credit balance accrued in any account(s) opened by the Customer with KAB which balance is in excess of the minimum margin requirements.

KAB may at its discretion but is not obligated to transfer from such account(s) of the Customer the whole or part of any such amount in excess of the Margin Requirements into any account opened and maintained in a name referable to the Customer with such financial institution as KAB or any of its associated companies may in its absolute discretion think fit from time to time.

11. (a) In respect of all transactions entered between KAB and the Customer in physical gold, silver and other metals, including in particular, transactions in Hong Kong Gold, Hong Kong Silver, Loco London Gold and Loco London Silver, the Customer agrees to observe and to be bound by, the "TRADING FACTS OF BULLION" as for the time being in force or be changed from time to time governing the conduct of account or accounts of the Customer with KAB and relating to the transactions mentioned in this paragraph. In case of conflict or inconsistency between any of the terms of this agreement and that of the "TRADING FACTS OF BULLION", the latter shall override supersede and overreach the other. The Customer is fully aware that in all these transactions referred to in this paragraph KAB may contract as a principal.
(b) The Customer is fully aware and hereby agrees that KAB may, always subject to the ordinances, any other law, regulation or rule whether in Hong Kong or elsewhere then applicable, contract as a principal in any transaction entered into between KAB and the Customer under this agreement.
(c) The Customer hereby consents that, subject to the ordinance, any other law, regulation or rule whether in Hong Kong or elsewhere when applicable, KAB may take opposite side of an order given by the Customer to KAB for execution under this agreement.
(d) The terms and conditions of this agreement are subject to the provisions of the ordinances wherever they are applicable.
12. This agreement and its enforcement shall be governed by the laws of Hong Kong and its provisions shall be continuous; shall cover individually and collectively all accounts which the Customer may open or re-open with KAB, and shall ensure to the benefit of, and bind KAB, KAB's successors and assigns, whether by merger, consolidation or otherwise, as well as the heirs, executors, administrators, legatees, successors, personal representatives and assigns of the Customer and the Customer hereby submits to the non-exclusive jurisdiction of the courts of the Hong Kong SAR. No provision of this agreement shall be deemed to operate so as to remove, exclude or restrict any rights of the Customer or the obligations of KAB under the laws of the Hong Kong SAR. If any provision of this agreement shall rendered unenforceable or invalid under the laws of Hong Kong SAR, it shall not affect the enforceability or validity of the other remaining provisions of this agreement.
13. Any controversy between KAB and the Customer shall be settled by arbitration in accordance with the provisions of the arbitration rules of the board of arbitration (if any) of the organized market or board of trade upon which the transaction giving rise to such controversy was effected or (without limitation to the foregoing) in any other arbitral forum, provided that KAB only, in the sole discretion of KAB, may at any time before hearing of the arbitration given notice to the Customer in writing that KAB veto either the arbitral forum or the arbitration of such controversy. The sole obligation of either KAB or the Customer under any claim in court of law by the other shall be to pay such sum as may be awarded under arbitration pursuant to this clause, except where KAB shall have vetoed such arbitration. Any award resulting from such arbitration shall be final, and a judgment upon the award rendered may be entered in any court having jurisdiction.
14. KAB shall charge the Customer a full commission fee once when an order is initialized. Client does not need to pay the commission fee when settle a contract. All commissions referred to in this clause will be determined by KAB and will be notified to the Customer from time to time.
15. (a) Any order or instructions of whatever nature relating to transactions of bullion may be given by the Customer in the manner and on the terms as provided in this clause 16 and such order or instruction if acted on by KAB shall be absolutely and conclusively binding on the Customer.
(b) All orders and instructions given whether by telephone, facsimile transmission or any other written form will only be valid and effective if actually received by KAB within its normal business hours on a normal business day (excluding Public Holiday).
(c) For any order or instructions given by telephone, facsimile transmission or any other written form, the name of Customer, the name of Financial Consultant where the instruction is given by Financial Consultant and the number of the relevant account opened with KAB shall be quoted provided always that KAB may but shall not be under any duty to verify or ensure as to the identity of the person giving such order or instruction by telephone, facsimile transmission or any other written form and shall be entitled to act on the same and rely on its belief that such order or instruction emanates from the Customer shall be bound thereby conclusively and absolutely.
(d) For any contract for the sales and purchases of bullion entered into by telephone, such contract shall be deemed concluded at the time of the relevant telephone conversation. For any contract entered into by facsimile transmission or any other written form, the contract shall be deemed concluded at the time when the message sent by facsimile transmission or any other written form regarding the order or instruction is actually received and accepted by KAB. For any contract entered into by the Customer giving his instructions in person at the office of KAB, the contract shall be deemed concluded at the time when the Customer signs against written confirmation in respect of the order or instruction given by the Customer.
16. The Customer agrees that KAB has the right to limit the open positions held by the Customer.
17. KAB shall not be liable for any act, default, negligence, omission or neglect on the part of any broker, agent or correspondent.
18. The Client recognizes that Bullion trading spot prices may vary from institution to institution and from time to time and that it may prove impossible to effect trades even at advertised prices. Thus the Client agrees to accept that such prices as KAB may offer him from time to time being the best price then available. KAB reserves the rights to refuse or reject the transaction with absolute discretion and can without giving any reasons which caused by delay or failure of the internet system, failure of the electronic trading platform, inaccuracy of price quote and/ or any problems related which alters the accuracy of price quote in the electronic trading platform
19. (a) In order to protect the fairness of the electronic trading platform and the legitimate rights and interests of all clients, transaction which is done by using loopholes or failure of the electronic trading platform and/ or creating loopholes or failure of the electronic trading platform is not allowed. Moreover, KAB bans and forbids the use of unauthorized third-party malicious software (ie, "plug-in software"), which create loopholes for transactions that beneficial to any parties.
(b) KAB can suspect and/ or determine those clients trading position(s) which is/are held less than five minutes with absolute discretion and does not require to give any reasons, that the above clients trading position(s) is/ are done by using loopholes or failure of the electronic trading platform and/ or creating loopholes or failure of the electronic trading platform, and/ or using an unauthorized third-party malicious software (ie, "plug-in software") which create loopholes for transactions.
(c) For circumstances referred to in (a) and/ or (b), the client needs to be responsible for any profits or income loss, damage charges, expenses and legal liability or counsel fee suffered by KAB. Client agrees that KAB has absolute discretion and are not required to give any prior notification, to pay KAB at any time when KAB suffered or incurred by any profits or income loss, damage charges, expenses and legal liability or counsel fee, when such above term (a) and/ or (b) happened.

(d) For circumstances referred to in (f), (g) and/ or (h), KAB will notify clients the incident, but KAB has no liability for any profits or income loss, damage charges, expenses and legal liability, counsel fee or any other related fee that client suffered as a result from refuse and/ or reject such transaction by KAB.

20. All monies paid to KAB whether as deposit, Margin, security for any purpose whatsoever shall not be entitled to earn interest from KAB. Cash deposited in Hong Kong Dollars for the United States Dollar-denominated trading financial products/platform, will be translated in the fixed exchange rate of 1 USD : 7.78 HKD.
21. The Customer declares that :
 (a) the contents of this agreement have been fully explained to the customer in a language the customer understands;
 (b) the customer is trading on his/her own behalf whose name is set out in the appendix for Ultimate Beneficiary;
 (c) the Client Information Statement given by the Customer is true and complete.
22. The Customer agrees that this agreement may be amended by KAB from time to time without prior notice to the Customer in order to comply with the laws and regulations then in force which are applicable to this agreement and the transactions contemplated thereby. Any such amendments shall be deemed incorporated into and form part of this agreement.

本人 ("客户") 在此声明本人已阅读及完全明白此协议书的条款及规则。

I (the "Customer"), hereby declared I have read and fully understood the terms and conditions mentioned in this Client Account Agreement.

客户姓名: _____

见证人姓名: _____

身份证号码: _____

见证人签署: **X** _____

联络电话: _____

日期: ____ / ____ / ____

三甲金银业有限公司授权签章

客户签署: **X** _____
 (如公司, 请盖章)

X _____

日期: ____ / ____ / ____

日期: ____ / ____ / ____

Client Name: _____

Witness Name: _____

ID No.: _____

Witness Signature: **X** _____

Mobile: _____

Date: ____ / ____ / ____

Signed By
 KAB BULLION HONG KONG LIMITED

Signature: **X** _____
 (For company, add a company chop)

X _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____

KAB BULLION HONG KONG LIMITED

Member of the Chinese Gold and Silver Society, membership no. 009

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