



**KAB BULLION HONG KONG LIMITED**  
**三甲金银业有限公司**

**CLIENT ACCOUNT AGREEMENT**  
**开户协议书**



## 客户协议书及附件 CLIENT ACCOUNT AGREEMENT & APPENDIX

客户姓名 **Client Name:** \_\_\_\_\_

户口号码 **Account no.:** \_\_\_\_\_

本客户协议书及附件 (以下统称 "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 CLIENT ACCOUNT AGREEMENT & APPENDIX (collectively called "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 Client" or "Client") of the other part.

WHEREAS :

- (1) The Client is desirous of opening one or more accounts with KAB or such of them as the Client 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 Client and at its/their sole discretion allow the Client 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 Client in the purchase or sale of bullion.

现特此客户协议书及附件（以下统称“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需遵守的条款及条件。  
 (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少个户口，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前先行向客户、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(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。给予三甲指示的相反持仓。
- (d) 本协议的条款及条件，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性司法管辖权。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号号码，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定的该等合约而言，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定的合约而言，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极短的交易，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) 客户使用同一帐户并同时利用多台电脑终端机进行交易行为，意图以“密集式交易”手段令市场造成巨大成交额的误导资讯。或以同一网络地址(IP)，同时登陆多个交易帐号及进行交易行为，这些行为会发送大量有害数据包至交易平台，会严重影响平台稳定性及报价，从而影响广大正常投资者的交易。  
(d) 在(a)及/或(b)及/或(c)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)及/或(c)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。在(a)及/或(b)及/或(c)提及的情况下，三甲有权对上述之客户帐户，暂时封锁以进行调查，调查期间客户将不能进行帐户的日常活动。三甲保留对(a)及/或(b)及/或(c)提及的情况下的最终解释权利。  
(e) 在(a)、(b)、(c)及/或(d)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。

## 附件一 - 客户身份确认

1. 释义
- 1.1 本协议所定义之词语与本附件一所述之意义相同，除非文意另有所指。本附件一所指的条款是指本附件一所包含的条款，除非文意另有所指。
- 1.2 如果本协议条款与本附件一条款之间有任何不一致，则以本附件一条款为准。

2. 在三甲提出要求之后立即并须在两（2）日内（或者在三甲所规定的其他限期内），就有关账户最终受益持有人及/或就任何交易、或就帐户之任何证券或投资交易作出指示的最终负责人士，客户须向三甲及/或监管机构提供数据（包括但不限于详细的身份、地址、职业、联络详情及/或附属公司实体，其业务性质及经营活动范围、资金来源、业务架构、股权及其他数据）。

3. 如果客户为集合投资计划、全权委托账户或信托进行帐户操作或交易客户应当：

3.1 在三甲提出要求之后立即并须在两（2）日内（或者在三甲所规定的其他限期内），向三甲及/或监管机构提供该计划、账户或信托之名称、地址、联络详情，以及（如适用）代表该计划、账户或信托向客户发出操作帐户及/或交易之指令而该指令乃最终源自一人士，该人士之身份、地址、职业或业务架构以及联络详情；以及

3.2 在客户代表该计划、账户或信托进行账户操作或投资的酌情权或权力被推翻、撤销或终止时，在切实可行的情况下尽快通知三甲。在如此的情况下，客户须在三甲提出要求的情况下并于三甲所指定的限期内，实时向三甲及/或监管机构提供有关推翻指示或发出撤销或终止通知的人士之身份、地址、职业及联络详情。

4. 如果客户并不知悉上面第及第条所述数据，客户必须确认：

4.1 客户经已制定相关安排，可以在三甲及/或监管机构提出要求之时立即取得并向其/其等提供所有该等数据或在三甲及/或监管机构提出要求两（2）日内促使取得该等资料；

4.2 客户须根据三甲的要求实时从任何相关第三者取得所有该等数据，并于两（2）日内或三甲及/或监管机构所规定的其他限期之内向三甲及/或监管机构提供所述数据；以及

4.3 在三甲及/或监管机构收到该等数据之前，或者三甲及/或监管机构未能在两（2）日内或在其/其等规定的其他限期之内收到该等数据，三甲可以根据其绝对酌情权，随时拒绝执行客户任何指示（即拒绝执行指示可能引致损失）及/或暂停或终止任何交易或帐户操作。

5. 客户确认，并无任何监管规则或任何相关司法管辖区之任何法律禁止客户履行本附件一所规定之责任，或者虽然客户受到有关监管规则及/或有关法律所约束，但客户或客户本身的客户（视乎情况而定）经已放弃有关监管规则及/或有关法律所赋予的利益，或者已书面同意客户履行本附件一所规定之责任。客户确认该放弃，在所有相关司法管辖区的法律之下是有效的并具有约束力。

6. 本协议终止后，客户根据本附件一提供数据的责任将继续具有十足效力及作用。

## 附件二 - 电子交易服务

2.1 应客户的要求，三甲可向客户提供电子交易服务。客户愿承担使用电子交易服务的相关风险，并明白和同意使用电子交易服务时须遵守三甲不时订立的条件与条款、以及任何适用的法律与规例。

2.2 客户保证：当使用电子交易服务时，客户是进入密码的唯一授权用户。同时，客户同意就任何利用其进入密码而向三甲发出的交易指令承担全部责任（不论是否由客户授权）。三甲不须对客户因交易指令的执行而遭受的损失负责。倘因透过电子交易服务输入任何指令，致使三甲因此而招致或蒙受任何损失或损害，客户须向三甲作出弥偿。

2.3 客户承认电子交易服务的权益属三甲所拥有。客户将不会企图干扰、破坏编程、修改、伪装、以反向编程或用其他任何方式更改，或在未获授权的情况下使用三甲的电子交易服务。

2.4 除非及直至客户已清楚地收妥三甲确认已收到或已执行客户指令的信息，否则不应视为三甲已收到或已执行客户的交易指令。惟包括但不限于下列之例外情况，因计算机系统出错、电子交易系统出错、错误价位（非国际黄金市场当时成交之真确价位，客户必须接受三甲本着诚信及专业的的基础而决定价位的真确性并以三甲的最终决定为准）等情况导致三甲向客户错误发出确认书，三甲有最终权力单方面作出修改甚至取消该确认，客户须完全接纳三甲的决定及承担相关或因此而产生的责任。

2.5 客户确认三甲并不保证客户透过电子交易服务所发出的交易指令将得以执行。三甲或其职员或代理不须对任何未获执行的指令负上责任。

2.6 三甲可拒绝接受或执行任何交易指令，而不须为此提出任何理由。三甲可因任何理由拒绝接受交易指令，包括但不限于客户未能维持或存入三甲要求的初始保证金。

2.7 客户同意三甲就客户使用三甲的电子交易服务收取有关的所有费用、服务费和使用费，如遇上此费用有需要调整或更改时，客户同意三甲亦不须事先向客户发出通知。

2.8 客户须就其透过电子交易服务发出的交易指令的准确性负责，而三甲有权依据及执行该交易指令。客户同意在发出每一项指令前均先加以审阅，并承认其交易指令一经发出，在未获三甲明示的同意或确认前（三甲并无责任接受有关要求），该指令即可能无法获撤回或取消。客户确认，只可在交易指令未经执行前取消或修改指令。倘若客户所取消的指令已获全部或部份执行客户须负责此项指令的全部或部份责任，三甲不对此负责。

2.9 客户亦完全清楚明白三甲的电子交易服务系统可向客户提供由第三者发布的财务数据及其他数据。而该等信息可能并非有关投资的实时或实时市场报价。客户确认，三甲无法独立地核证或确认有关方面所提供的资料的准确性，同时客户绝不可就三甲的电子服务系统内所提供的该等信息而认定三甲对其交易作出了保证、建议或认可。对客户因信赖该等数据或因电子交易服务系统失效而引致的数据错误所遭受的任何损失，三甲概不负责。

2.10 客户同意在未经三甲书面同意前，不会将透过电子交易服务获取的财务数据或其他信息在其日常业务中使用，亦不会向他人分发、复制、出版或散播该财务数据或其他信息。

2.11 客户特此确认任何由三甲的电子交易服务系统所提供的信息是按照“现况”或“当时可供使用”的基础上提供的，客户愿承担因依据有关信息所涉及的风险。三甲不会确认、保证或担保该等信息的实时性、次序、准确性、充份性、连续性或完整性。同时，三甲不会就该等信息作出任何明示或暗示的保证（包括但不限于该等信息的商用性或就某项用途的适用性）。

2.12 客户承认并同意，倘若发生下述事项，客户会实时通知三甲：

(a) 客户已经透过三甲的电子交易服务系统发出交易指令，但客户并无收到交易指令编号和对交易指令或其执行的准确确认（不论是以书面、电子或是口头方式作出）；

(b) 客户收到一项客户并未发出指令的交易确认（不论是以书面、电子或是口头方式作出）或客户获悉有任何类似抵触；

(c) 客户获悉任何人士正在进行或尝试进行第2.3条所述的任何行动；

(d) 客户获悉任何未获授权而使用其进入密码的行为；或

(e) 客户在使用三甲的电子交易服务系统时遇到困难。

2.13 客户明确地同意三甲可经其电子交易服务系统或任何其他电子形式或设施与客户通讯或发出通告予客户，而当三甲经其电子交易服务或其他设施向客户传递讯息或发出通告时，则该讯息和通告在传送时即可视已被客户收到。

2.14 客户确认：

(a) 处于需求高峰期、市场波动不定，系统升级或维修期间或因其他原因，电子交易服务可能只会维持有限服务或无法提供服务；客户不得就此情况追究三甲责任。

(b) 电子交易服务非完全可靠的通讯媒介；及

(c) 交易指令可能不获实时执行，且执行价可能与客户发出指令时的价格有异。在所有情况下，客户须接受三甲最终复核的价格为准。

2.15 三甲认为在有需要的情况下，可以暂停提供部份或全部电子交易服务，以进行定期或紧急维修。客户明白及接纳三甲可随时行使其绝对酌情权决定而无须给予客户预先通知暂停、禁止、限制或终止客户使用或进入三甲的电子交易服务系统而进行任何交易。而有关情况将不影响双方在暂停、禁止、限制或终止进入三甲的电子交易服务系统或客户结束其电子账户前所享有的权利及 / 或承担的义务。

2.16 三甲不须对三甲或客户因黑客不法侵入或破坏客户或三甲的计算机系统引致遗失客户的私人或机密数据或向客户发出任何错误的通告或讯息或因遗失该数据而产生的任何费用而负上任何责任。

2.17 客户同意三甲或其雇员或任何第三者均不需要就以下情况承担任何损失或损害：

(a) 不论直接的或间接的、特殊性的、因应而生的或有连带关系的，因任何第三者的行为或遗漏而进入或使用或依据，或不能进入或使用，三甲的电子交易服务系统，即使三甲或其雇员或任何第三者曾被忠告会招致损失可能性；或

(b) 因三甲或其雇员或任何第三者不能控制的事故，包括但不限于政府的限制、暂停交易、电子或机械设备或通讯线路故障、电话或其他中断接驳问题、计算机硬件或软件的不兼容性，互联网的故障或不可用、信息提供者问题、其他有关客户或三甲计算机系统的设备或服务问题、电力故障、停电、信息讯号设备发生问题、未经许可而进入电子交易服务系统、盗窃、火灾、风暴、暴乱、战争、罢工、扰乱民事秩序或恐怖袭击、自然灾害或劳资纠纷等。

2.18 客户同意三甲不须承担就客户因使用三甲的电子交易服务系统时导致客户用的计算机、计算机软件、调制解调器、电话或其他财物的损害承担任何责任。

2.19 三甲不须承担客户在使用三甲的电子交易服务作交易指令时因机器损坏、传送失败、通讯设备故障或任何非三甲能控制或预料的情况下所发生的任何传送错误或延迟执行客户指令承担任何责任。

2.20 客户同意赔偿及免除三甲及其雇员或任何第三者因客户使用三甲的电子交易服务系统引致任何及所有索偿、损失、债务、费用及支出。上述义务直至本协议结束后仍然持续生效及可执行。

2.21 客户可提前不少于七个工作日以书面通知终止其电子交易服务之账户，惟指令必须以三甲接纳的形式发出（以三甲收到通知之日为准）。

2.22 除非另有说明，此第二条条文乃本协议附加条款而并不损害本协议的其他条款。

### **附件三 - 私隐政策**

#### **提供个人资料**

三甲金银业有限公司可随时收集阁下的个人资料，以作开立或持续提供服务之用。如阁下无法提供该等个人资料，三甲金银业有限公司可能无法为阁下开立或继续提供服务。

#### **个人资料的使用者**

阁下透过三甲金银业有限公司提供的任何个人资料将视为机密处理，但基于以下「个人资料的使用」所载之目的，三甲金银业有限公司可以将这些个人资料提供给以下各方：

- 任何代理人、承包商、或为三甲金银业有限公司提供行政、电讯、计算机、付款或结算或其他与其业务运作有关的服务的第三方服务提供商；
- 由三甲金银业有限公司控制或共同控制的附属公司、控股公司、联营公司或附属公司；
- 对三甲金银业有限公司履行保密责任的任何其他人士，包括保证将这些数据视为机密处理的三甲金银业有限公司的集团公司；
- 三甲金银业有限公司有责任根据其本身具约束力的任何法例所规定，或根据监管机构或其他机关发布而三甲金银业有限公司预期须遵守的任何指引，三甲金银业有限公司有责任向其作出披露的任何人士；

如三甲金银业有限公司或任何受让人认为按照下文「个人资料的使用」所列明之目的为合适，阁下的个人资料将可能在任何国家（香港境内或境外）处理、保存、转送或披露。该等资料亦可能会根据有关国家当地的惯例和法律、规则和法规（包括任何政府法令）发放和披露。

#### **个人资料的使用**

阁下的个人资料可能用于：

- 为阁下提供的服务的日常运作；
- 为阁下设计的服务或相关产品；
- 推广服务或产品；
- 统计及资料分析；
- 对三甲金银业有限公司具约束力的任何法例所规定，或根据监管机构或其他机关发布而三甲金银业有限公司预期须遵守的任何指引，向其作出披露；
- 与上述任何一项相关的其他目的。

#### **查阅个人资料**

根据《个人资料（私隐）条例》（「私隐条例」），阁下有权利：

- 确定三甲金银业有限公司是否持有阁下的个人资料；
- 查阅阁下的个人资料；
- 要求三甲金银业有限公司修改有关阁下的不准确个人资料；

- 查阅三甲金银业有限公司有关个人资料的政策；
- 查阅三甲金银业有限公司所持有的个人资料种类。

所有查阅个人资料、修正个人资料或查询有关个人资料的政策与及所持有的个人资料种类的申请，敬请寄往：  
香港湾仔告士打道 178 号华懋世纪广场三十楼全层  
个人资料私稳主任

传真：2242 8833

根据私隐条例，三甲金银业有限公司有权对任何查阅个人资料的要求收取合理费用。

#### 保护个人资料

三甲金银业有限公司将竭力保护阁下的个人资料。三甲金银业有限公司将采取所有切实可行的步骤以确保个人资料受到保障，不会在未经许可或意外的情况下被查阅、处理、删除或作其他未经授权的用途。然而，三甲金银业有限公司不能确保互联网通讯的安全性和保密性。所有通过互联网传输信息的风险一律自负。

#### 停止接收宣传数据

阁下可随时选择不再接收我们的宣传数据，请将申请提交下列人士：

香港湾仔告士打道 178 号华懋世纪广场三十楼全层

个人资料私稳主任

传真：2242 8833

中文版之文义若与英文版不符，概以英文版为准。

#### NOW IT IS HEREBY AGREED as follows:

- (a) The Client is desirous of opening one or more accounts with KAB or such of them as the Client may decide from time to time for the purchase or sale of bullion (as defined below). This Client Account Agreement & Appendix (collectively called "Agreement") contains important terms and conditions that apply to and constitute the Agreement on all Accounts that you open and maintain with KAB.

(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 Client" wherever used shall include the Client 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 Client may from time to time open or maintain account(s) with, and its/their successor(s) in title and assign(s).
- (a) The Client agrees that the Client shall be liable for all losses, whether or not the account is liquidated, and for any debts and deficiencies in the Client's accounts including all debts and deficiencies resulting from a liquidation of the Client's account.

(b) The Client 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:

  - 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
  - KAB's entering into, and/or the performance of any contracts made in relation to the transactions under this Agreement; or
  - any instruction or order of the Client, or any services rendered to the Client including but not limited to stop-payment order on withdrawal from any of the accounts of the Client opened with KAB or any of its associated companies upon the instruction of the Client.
  - 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.
- Reports, written confirmation, notices, and any other communications may be transmitted to the Client at the address, or telephone or facsimile number given herein, or at such other address or telephone number as the Client 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 Client or not.
- Written confirmation of the execution of the Client's orders and statements of the Client's accounts shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address stated therein (or such other address communicated in writing by KAB) within 2 days after transmittal thereof to the Client, by mail or otherwise.
- 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 Client 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.
- 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.
- 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 Client'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 Client 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 Client 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 Client may carry



with KAB. KAB shall be entitled at any time without notice to combine and/or consolidate all or any of the Client'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 Client 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 Agreement, KAB is hereby specifically authorized to transfer any sum or sums among the different accounts that the Client has with KAB and any associated company.

8. (a) The Client agrees to maintain such collateral and/or margin as KAB may from time to time at the discretion of KAB require. The Client also agrees to pay immediately on demand any amount owing with respect to any Client' 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 Client or,
  - (iii) when an attachment is levied against the accounts of the Client with KAB, or,
  - (iv) in the event of the death or judicial declaration of incompetence of the Client, to:
    - (a) satisfy any obligation the Client may have to KAB (either directly or by way of guaranty or suretyship) out of any property belonging to the Client in the custody or control of KAB,
    - (b) sell any or all securities, or commodities long in Client'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 Client, all without demand for margin or additional margin, notice to the Client, the Client'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 Client's.
9. The proper original and variation margin, as determined by KAB in the sole discretion of KAB, will be maintained by the Client in any and all accounts the Client may at any time carry with KAB. If KAB determines that additional margin is required, the Client 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 Client 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 Client hereby confirms and authorizes KAB that in the event that there is a credit balance accrued in any account(s) opened by the Client 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 Client 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 Client 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 Client 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 Client agrees to observe and to be bound by, the "TRADING FACTS OF BULLION" as for the time being be in force or be changed from time to time governing the conduct of account or accounts of the Client 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 Client is fully aware that in all these transactions referred to in this paragraph KAB may contract as a principal.  
 (b) The Client 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 Client under this Agreement.  
 (c) The Client 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 Client 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 Client 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 Client and the Client 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 Client 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 Client 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 or KAB, may at any time before hearing of the arbitration given notice to the Client in writing that KAB veto either the arbitral forum or the arbitration of such controversy. The sole obligation of either KAB or the Client 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 Client 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 Client from time to time.
15. (a) Any order or instructions of whatever nature relating to transactions of bullion may be given by the Client 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 Client.  
 (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 Client, 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 Client 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 Client giving his instructions in person at the office of KAB, the contract shall be deemed concluded at the time when the Client signs against written confirmation in respect of the order or instruction given by the Client.

16. The Client agrees that KAB has the right to limit the open positions held by the Client.
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 in a very short period of time 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) Client uses multiple computer terminals to do transactions simultaneously, which intended to produce misleading information to make a huge turnover in the market by "intensive transaction"; or the use of same IP address, which logged in multiple Client trading accounts and did transactions. The above acts would generate harmful information packs to the trading system that seriously affect the stability of the platform and pricing, thus affecting the interests of majority normal investors.  
(d) For circumstances referred to in (a) and/ or (b) and/ or (c), 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) and/ or (c) happened. For circumstances referred to in (a) and/ or (b) and/ or (c), KAB has the rights to suspend above mentioned Client accounts temporarily for investigation. During investigation period, the Client(s) is/are not allowed to do normal account activities. KAB reserves the final discretion for interpretation.  
(e) For circumstances referred to in (a), (b), (c) and/ or (d), 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 Client declares that :
  - (a) the contents of this Agreement have been fully explained to the Client in a language the Client understands;
  - (b) the Client is trading on his/her own behalf whose name is set out in the Agreement for Ultimate Beneficiary;
  - (c) the Client Information Statement given by the Client is true and complete.
22. The Client agrees that this Agreement may be amended by KAB from time to time without prior notice to the Client 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.

## Appendix 1 – Client Identification

### 1. Interpretation

- 1.1 Terms and expression defined in the Agreement shall have the same meaning in the Appendix 1 unless the context otherwise requires, References to clauses in this Appendix 1 shall refer to clauses contained in Appendix 1, unless the context otherwise requires.
- 1.2 In the event of any inconsistency between the provisions of this Agreement and this Appendix 1, the provisions of this Appendix 1 shall prevail.
2. Client shall immediately upon KAB's request and within 2 days (or such other time period as may be specified by KAB) provide to KAB information (including, without limitation, details of identity, address, occupation, contact details and/or in the case of a Corporate entity, nature and scope of business activities, source of funds, business structure, shareholdings and other information) relating to the ultimate beneficiary owner(s) of the Account and /or the person(s) ultimately responsible for the giving of instruction in relation to any transaction or in relation to any dealings with investment of the Account.
3. If Client operated the Account or effects any transaction for a collective investment Scheme, discretionary account or trust, Client shall:
  - 3.1 immediately upon KAB's request and within 2 days (or such other time period as may be specified by KAB) provide to KAB the name, address and contact details of such scheme, account or trust and, if applicable, the identity, address, occupation or business structure and contact details of the person who, on behalf of such scheme, account or trust, ultimately originated the instruction to Client to operate the Account and/or effect the transaction.
  - 3.2 as soon as practicable, inform KAB when Client's discretion or power to operate the Account or to invest on behalf of such scheme, account or trust has been override, revoked or terminated. In such case, Client shall, immediately upon KAB's request and within the time specified by KAB,

provide to KAB the identity, address, occupation and contact details of the person who has given such overriding instruction or notice of revocation or termination.

4. If Client does not know the information referred to in Clauses 2 and 3, Client must confirm that:
  - 4.1 Client has arrangements in place which would entitle Client to obtain and provide to KAB upon its request all such information or to procure that such information be so obtained within 2 days.
  - 4.2 Client shall, upon KAB's request, immediately obtain such information from any relevant third party, and provide that information to KAB within 2 days or such other time period as may be specified by KAB; and
  - 4.3 KAB may, pending receipt by it of such information, or if such information is not received within 2 days or such other time period as may be specified by KAB, decide in its absolute discretion at any time, not to act (even if such declining may result in any loss) or not to give effect to any of Client's instructions and/ or to suspend or terminate the effecting of any transaction or the operation of the Account.
5. Client confirms that Client is not subject any regulatory rules, or any law of relevant jurisdiction, which prohibits Client's performance of the obligation under Appendix 1 or, if Client is subject to such regulatory rules and/or such laws, that Client's own Clients, as the case may be, has or have waived the benefit of such regulatory rules and/or such laws or consented in writing to the performance by Client of the obligations under Appendix 1. Client confirms that such waivers are valid and binding under the laws of all relevant jurisdictions.
6. The Client's obligation to provide information under Appendix 1 shall continue in full force and effect notwithstanding the termination of this Agreement.

## Appendix 2 - Electronic Trading Services ("ETS")

- 2.1 Upon the Client's request, the KAB may provide the Client with ETS. The Client acknowledge that the Client shall use the ETS at its own risk and the usage of the ETS is subject to the terms and conditions to be specified by the KAB from time to time and any applicable laws and regulations.
- 2.2 When using the ETS, the Client hereby warrants that he is the only authorized user of the Access Codes and the Client shall be fully responsible for all instructions placed with the use, application and security of the Access Codes (whether authorized by the Client or not). The KAB shall not be responsible for loss incurred as a result of carrying out such Investment orders. The Client shall, upon demand, indemnify the KAB against any loss or damage as a result of any Investment orders made through the ETS.
- 2.3 The Client acknowledges that the ETS belongs to the KAB. The Client shall not attempt to tamper with, decompile, modify, disassemble, reverse engineer damage, destroy or otherwise alter in any way, or attempt to gain unauthorized access to the ETS.
- 2.4 The KAB shall not be deemed to have received the Client's instructions or executed its Investment order(s) unless and until the KAB's message acknowledging receipt or confirming execution of the Client's order(s) is duly and clearly received by the Client. In circumstances including but not limited to the case where there is any computer system failure, ETS system error, or inaccurate pricing (in cases where the pricing does not represent the true and accurate pricing quoted in the international Bullion market, the Client shall accept the pricing as determined by the KAB in its professional capacity and in good faith as the conclusive accurate pricing) resulting in the issuance of an incorrect confirmation by the KAB, the KAB has the absolute right to make any necessary amendment or even cancel such confirmation unilaterally and the Client shall fully accept any such amendment by the KAB and shall be responsible for any consequences arising herein.
- 2.5 The Client acknowledges that the giving of an Investment order through the ETS does not guarantee execution of an order by the KAB. The KAB, its employees or agents shall not be held liable for failure to execute any Investment order.
- 2.6 The KAB may refuse to accept or carry out any Investment orders without being obliged to give any reason for such refusal. The KAB may refuse to accept or carry out any Investment orders for any reason whatsoever, which may include but is not limited to failure to maintain or deposit the Initial Margin required by the KAB.
- 2.7 The Client agrees to pay all subscription, service and usage fees, if any, that the KAB may charge it for use of the ETS and agrees that the KAB may change such fees without giving the Client any prior notice.
- 2.8 The Client shall be responsible for the accuracy of the Investment orders placed on the ETS and the KAB shall be entitled to rely and act on such Investment orders. The Client hereby agrees to carefully review every Investment order before it is made and acknowledge that once an Investment order is given through the ETS, it may not be rescinded or withdrawn without the express consent or confirmation of the KAB, which shall not be obliged to accept such a request. The Client acknowledges that Investment orders may only be cancelled or amended before execution and in the case of full or partial execution of the Investment order, the Client shall be fully or partially responsible, as the case may be, for the execution of the Investment Order and the Client shall not hold the KAB liable for such execution.
- 2.9 The Client is fully aware that financial data or other information published by third parties may be provided in the ETS and such data may not be the latest real-time market quotes. The Client acknowledges that the KAB has no basis to independently verify the accuracy of such data and shall in no way treat such data provided in the ETS as a warranty, recommendation or endorsement from the KAB in respect of any Investments. The KAB shall not be held liable for any losses incurred by the Client in reliance of such data or from system failure of the ETS resulting in the data being incorrect.
- 2.10 The Client agrees that he shall not use the financial data or other information published on the ETS for use in his course of ordinary business, or make available, reproduce, publish or circulate such financial data or other information without the prior written consent of the KAB.
- 2.11 The Client hereby acknowledges that any information provided in the ETS is provided on an "as is", or "as available" basis and reliance on such information is at the Client's own risk. The KAB does not confirm, warrant or guarantee the timeliness, sequence, accuracy adequacy, continuity or completeness of such information and gives no express or implied warranties (including but not limited to warranties of merchantability or fitness for a particular use) in respect of such information.
- 2.12 The Client acknowledges and agrees to immediately notify the KAB if:
  - (a) an instruction has been placed through the ETS and the Client has not received an order number or has not received an accurate acknowledgement of the instruction or of its execution (whether by hard copy, electronic or verbal means);
  - (b) the Client has received acknowledgment (whether by hard copy, electronic or verbal means) of a transaction which the Client did not instruct, or becomes aware of any similar conflict;
  - (c) the Client becomes aware of any of the acts stated in Article 2.3 being done or attempted by any person;

- (d) the Client becomes aware of any unauthorized use of the Client's Access Code; or
- (e) the Client has difficulties with regard to the use of the ETS.
- 2.13 The Client expressly agrees that the KAB may communicate with or give notice to the Client via the ETS or by any other electronic means or facilities and that any such notice or communication shall be deemed to have been received at the time of transmission of the message to the Client.
- 2.14 The Client acknowledges that:
- (a) access to the ETS may be limited or unavailable at certain periods of time, market volatility, systems upgrade or maintenance or for any other reasons and the Client shall not hold the KAB liable in cases where any such circumstances arise;
- (b) ETS may not be a completely reliable means of communication; and
- (c) the Investment orders may not be executed immediately after it is placed and may not be executed at the price when the Investment orders were made. In all such circumstances, the Client shall accept the price being reviewed by the KAB as the ultimate accurate price.
- 2.15 It may be necessary for the KAB to suspend some or all of the ETS for routine or emergency maintenance. In the event of such suspension, the KAB shall take reasonable steps to notify the Client prior to the suspension. The Client also acknowledges that the KAB may at any time in its sole discretion and without prior notice to the Client, suspend, prohibit, restrict or terminate the Client's access to the ETS and his ability to place Investment orders, which will not affect the rights and/or obligations of either party incurred prior to the time of such suspension, prohibition, restriction or termination of access or closing of the electronic account.
- 2.16 The KAB shall not be liable to the Client for any losses, expenses whatsoever in relation to any private or confidential information being accessed or destroyed by hackers or any incorrect messages or Notices being issued to the Client resulting from any unauthorized invasion or destruction of the computer systems of the Client and/or the KAB by hackers.
- 2.17 The Client agrees that he will not hold the KAB, its employees nor any third parties liable for any loss or damage:-
- (a) of any kind, whether direct, indirect, special, consequential or incidental, resulting from access or use of or reliance on information supplied by, or inability to access or use, the ETS resulting from the act or commission of any third parties even if the KAB, its employees and any third parties had been advised of the possibility of any loss or damage; or
- (b) Resulting from a cause over which the KAB, its employees nor any third parties do not have control, including but not limited to any governmental restriction, suspension of trading, failure of electronic or mechanical equipment or communication lines, telephone or other interconnection problems, incompatibility of computer hardware or software, failure of unavailability of internet access, problems with internet service providers or other equipment or services relating to the Client's or the KAB's computer system, power failure, black-outs, problem with data transmission facilities, unauthorized access, theft, fire, storms, riots, war, strikes, civil disorder, acts or threatened acts of terrorism, natural disasters or labor disputes, etc.
- 2.18 The Client agrees that the KAB shall not be responsible for any damage to the Client's computer, software, modem, telephone or other property resulting from his use of the ETS.
- 2.19 The KAB shall not be liable for any transmission error or execution delays of the Investment orders placed on the ETS due to breakdown, failure of transmission, failure of communication facilities or any other circumstances beyond the KAB's control or anticipation.
- 2.20 The Client agrees to indemnify and hold the KAB, its employees nor any third parties harmless from and against any and all claims, losses, liability, costs and expenses arising out of or in connection with the Client's use of the ETS. This obligation shall remain in full force and effect and shall be enforceable notwithstanding termination of this Agreement.
- 2.21 The Client may terminate his ETS account upon receipt by the KAB of a written notice in the form being acceptable by the KAB of its termination seven (7) Business Days prior to the effective date of the termination.
- 2.22 Unless otherwise specified, this Article 2 shall be without prejudice and in addition to all the other provisions in this Agreement.

### Appendix 3 – Privacy Policy Statements

#### Supply of personal data

KAB Bullion Hong Kong Limited may collect your personal data in connection with the establishment or continuation of KAB Bullion Hong Kong Limited's services. Failure to supply such personal data may result in KAB Bullion Hong Kong Limited being unable to establish or continue to provide its services to you.

#### Who use your personal data

Any personal data supplied by you will be kept confidential but KAB Bullion Hong Kong Limited may provide such personal data to the following parties for the purposes set out under "Usage of your personal data" below:

- any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or clearing or other services to KAB Bullion Hong Kong Limited in connection with the operation of its business;
- any of subsidiaries, holding company, associated company or affiliates of or companies controlled by or under common control with KAB Bullion Hong Kong Limited;
- any other person under a duty of confidentiality to KAB Bullion Hong Kong Limited including a group company of KAB Bullion Hong Kong Limited which has undertaken to keep such information confidential;
- any person to whom KAB Bullion Hong Kong Limited is under an obligation to make disclosure under the requirements of any law binding on KAB

Bullion Hong Kong Limited or under and for the purposes of any guidelines issued by regulatory or other authorities which KAB Bullion Hong Kong Limited are expected to comply;

Your personal data may be processed, kept and transferred or disclosed in and to any country (in or outside Hong Kong) as KAB Bullion Hong Kong Limited considers appropriate for the purposes set out under " Usage of your personal data" below. Such data may also be released or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.

**Usage of your personal data**

Your personal data may be used for:

- the daily operations of the provided services;
- designing services or related products;
- marketing services or products of KAB Bullion Hong Kong Limited;
- statistical analysis;
- meeting disclosure requirements under any laws binding on KAB Bullion Hong Kong Limited or under and for the purposes of any guidelines issued by regulatory or other authorities which KAB Bullion Hong Kong Limited are expected to comply;
- other purposes relating to any of the above.

**Access to your personal Data**

Under the Personal Data (Privacy) Ordinance (the "Privacy Ordinance"), you have the right to:

- ascertain whether KAB Bullion Hong Kong Limited holds your personal data ;
- access your personal data;
- require KAB Bullion Hong Kong Limited to correct your personal data which is inaccurate;
- ascertain KAB Bullion Hong Kong Limited's policies and practices in relation to your personal data;
- be informed of the category of personal data held by KAB Bullion Hong Kong Limited.

All requests for access to your personal data, correction of your personal data or for information regarding policies and practices and category of personal data held should be addressed to:

**The Data Protection Officer**

Chinachem Century Tower, 178 Gloucester Road,  
Wanchai, Hong Kong  
Fax: 2242 8833

In accordance with the Privacy Ordinance, KAB Bullion Hong Kong Limited has the right to charge a reasonable fee for the processing of any personal data access request.

**Security of your personal data**

KAB Bullion Hong Kong Limited undertakes to make its best efforts to protect your personal data. KAB Bullion Hong Kong Limited intends to take all practicable steps to ensure that personal data held by it are protected against unauthorized or accidental access, processing, erasure or other unauthorized usage. However, KAB Bullion Hong Kong Limited cannot ensure the security and confidentiality of internet communications. All information transmitted via the internet is at your own risk.

**Cease receiving promotional materials**

You may choose not to receive our promotional material at any time. Please write to the following person for such request:

**The Data Protection Officer**

Chinachem Century Tower, 178 Gloucester Road,  
Wanchai, Hong Kong  
Fax: 2242 8833

Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

本人 ("客户") 在此声明本人已阅读及完全明白此协议及附件的条款及规则。  
I (the "Client"), hereby declared I have read and fully understood the terms, conditions and Appendix part mentioned in this Agreement.

客户姓名: \_\_\_\_\_  
身份证号码: \_\_\_\_\_  
联络电话: \_\_\_\_\_

见证人姓名: \_\_\_\_\_  
见证人签署: **X** \_\_\_\_\_  
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)  
日期: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**X** \_\_\_\_\_  
日期: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Client Name: \_\_\_\_\_  
ID No.: \_\_\_\_\_  
Mobile: \_\_\_\_\_

Witness Name: \_\_\_\_\_  
Witness Signature: **X** \_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed By  
KAB BULLION HONG KONG LIMITED

Signature: **X** \_\_\_\_\_  
(For company, add a company chop)  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**X** \_\_\_\_\_  
Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## **KAB BULLION HONG KONG LIMITED**

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

30th Floor, Chinachem Century Tower,  
178 Gloucester Road, Wanchai, Hong Kong

Telephone : (852) 2242 8822  
Fax : (852) 2242 8833  
Email : [account@kabgold.com](mailto:account@kabgold.com)  
Website : [www.kabgold.com](http://www.kabgold.com)

## **三甲金银业有限公司**

香港金银业贸易场行员 (编号 009)

香港湾仔告士打道 178 号  
华懋世纪广场三十楼

电话 : (852) 2242 8822  
传真 : (852) 2242 8833  
电邮 : [account@kabgold.com](mailto:account@kabgold.com)  
网址 : [www.kabgold.com](http://www.kabgold.com)