

Client Service Agreement V1.0

客户服务协议 V1.0

HC Holdings Group Limited

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1. Agreement 协议

This Client Services Agreement contains the terms and conditions with which a customer (“You”) agrees to deal with HC Holdings Group Limited (“HC”). By opening an Account with HC, you agree to be bound by this Agreement and the Terms and Conditions and acknowledged that you have read and fully understood this Agreement and relevant risks.

本客户服务协议包含客户(“您”)同意通过 HC Holdings Group Limited(“HC”)进行衍生品交易的条款。通过 HC 开立账户，您同意受本协议中所有条款的约束，并承认您已经阅读并完全理解本协议及相关风险。

2. Services Provided to You 服务提供

- a) HC will provide you with the ability to deal in contracts for difference (“Contract”) and other derivative products (“Contract”).

HC 将为客户提供价差合约(“合约”)交易和其他金融衍生品(“合约”)的能力。

- b) HC will provide you with an electronic platform (“Trading Platform”) to execute trades.

HC 将为客户提供一个可执行交易操作的电子平台(“交易平台”)交易。

- c) HC does not provide any financial or investment advice.

HC 不以公司立场提供任何关于财务、交易或投资的建议。

- d) HC may, from time to time, provide general information. None of this information should be considered as any form of advice. HC does not guarantee the accuracy of any information or recommendation given to you or warrant the merit of any trade. You must assess the accuracy of information given to you and decide whether the information, recommendation or opinion is useful or suitable for you.

HC 会依照市场动向提供一些常规资讯，这些资讯均源自第三方，不应被视为 HC 公司立场提供的任何建议。HC 无法保证第三方资讯的准确性，也不保证其具备任何有益于交易的价值。客户必须自行评估其准确性，并判断这些第三方资讯、推荐或观点是否适用。

3. Your Account 客户账户

- a) You warrant that the information given in the Account Application is true and correct and that you will inform HC of any changes.

客户必须保证账户申请过程中提供的信息真实无误，如有变更，须及时通知 HC。

- b) HC does not provide joint account. One account is only for one holder, who provides personal identity information bond with the account. The holder is fully responsible for the performance of the rights and obligations of this agreement.

HC 不提供联名账户，一个账户仅供一人持有，账户的持有者为账户中绑定个人身份信息的客户，对本协议权利义务的履行负有全权责任。

- c) Any instruction given by an Authorised Person or Attorney shall be deemed as given by you. HC may also give information to any Authorised Person or Attorney and this shall be deemed as have been given to you.

任何经客户授权的代理人或律师向 HC 传达的指示均视作由客户本人发出。HC 向客户授权的代理人或律师传达的任何信息也同样视作已向客户本人传达。

4. Trading Risk 交易风险

- a) The risks of all trades are borne by you.
所有交易的风险均由客户自行承担。
- b) HC will not be liable for any losses or costs incurred by you because of any information that HC may have provided to you.
HC 提供给您的任何资讯信息仅供参考，并不视为建议或指导，HC 不对客户因资讯引导造成的任何损失或费用负责。
- c) For trades that are executed at prices that are out of the prevailing market, HC reserves the right to void the trades or to adjust them to prices that were at the prevailing market. Any losses will be borne by you and profits accrue to you.
对于异常于市场现行价格执行的交易，HC 保留取消交易或依照现行市场即时价格调整交易价格的权利。由此产生的潜在损失由客户承担，利润亦归客户所有。

5. Margin Requirements 保证金要求

- a) HC requires that your account has sufficient Collateral to act as Margin before you can establish a position. HC only accepts money in the form of cleared funds by electronic transfer as Collateral. Your liability is not limited to the amount of Margin you have in your account.
HC 要求客户账户具备足额资金作为交易保证金，这是账户能够建立头寸的前提。HC 只接受以电子转账方式结算的资金作为保证金。客户的负债不限于客户账户上的保证金数额。
- b) HC reserves the right to decide on the amount of Margin required without prior notification to you. The new requirement may apply to existing and new Positions.
HC 保留在未做提前通知的情况下调整保证金数额的权利。调额后可能会对客户的持仓头寸和新建头寸产生影响。
- c) You are advised to maintain sufficient Margin and to remain contactable at all time. Your Account's margin level is clearly stated on your trading platform. You agree that electronic trading carries the risk of you not being able to access your Account at all time and that this may affect your ability to access your margin level.
建议客户确保账户中随时有足够的保证金，并保持通讯畅通。账户保证金水平在交易平台上清楚的指示说明。客户须同意电子交易平台无法保证在任何时刻都具备向客户提供访问账户的能力，这可能会影响客户获知其账户保证金水平。
- d) HC is not obligated to inform you of your margin level or make a Margin Call to you at any time.
HC 没有义务随时向客户告知账户保证金水平或通知客户追加保证金。

6. Stop-out closing of Positions 强制平仓

- a) Some or all your positions may be closed out if your equity reaches the Stop-Out Level. It is at HC's discretion to decide which Positions to close out.
如果客户账户的资产达到止损点，账户中部分或全部头寸可能被系统平仓。HC 有权决定并选择性地对客户头寸进行平仓操作。

- b) There is no guarantee that Positions will be closed out at prices prevailing at the time when the stop-out was triggered. Your account may be in deficit after your Positions have been stopped-out.
HC 不能保证强制平仓触发时客户头寸是否能以现行市价成交。因此客户头寸被强制平仓后，账户可能会出现负债。
- c) If your account is in deficit, you are obligated to make payments to HC to eliminate the deficiency.
如果客户的账户出现负债，客户有义务及时向 HC 支付款项以清偿债务。
- d) HC is not obligated to allow you time to further transfer funds to meet Margin Calls. All Stop-out closing of Positions actions are automatically triggered by the trading system, and HC cannot intervene or control the process.
HC 没有义务确保客户有充裕时间追加账户资金以满足保证金要求。所有强制平仓操作都由交易系统自动触发完成，HC 无法干预或控制这个过程。

7. Dealing Instructions 交易指示

- a) HC will not be responsible for any losses or costs incurred when acting on instructions which reasonably can be thought of as coming from you even though such instructions have not come from you.
HC 不承担任何因执行被视为经客户授权的交易指示而发生的损失或费用，即使该指示并非出于客户本意。
- b) You may change the authorised person's information and password through the CRM system provided by the Trading Platform at its working time.
客户可通过交易平台（服务时间段内）提供的 CRM 系统更改授权人信息和密码。
- c) You are responsible for ensuring that your account information is kept private and secure always. You are responsible for all information HC sends to you and all trades done in your Account. HC does not have to establish the identity of any one using your Account when you trade electronically.
客户有责任确保持有账户信息的私密性和安全性，这包括 HC 以任何形式传达给客户的信息以及客户在账户下完成的所有交易。当通过电子平台进行交易时，HC 无法对账户操作人员的实际身份进行确认。
- d) HC will endeavour to fill your orders to the best of its ability. However, at times, the price that the order is filled at may be different from the order price. This is known as "slippage". HC does not guarantee that orders will be filled at the ordered price.
HC 将竭尽所能地履行客户的交易订单。但有时候仍会发生订单价格与交易价格发生偏差的情况。这在合约交易中称为“滑点”。HC 不能确保所有订单都能够完全按照提交价格完成交易。

8. Telephone Recording 电话录音

- a) All conversations are recorded.
客户与 HC 发生的所有电话通话内容都可能会被记录。
- b) You consent to the recording of your conversations with HC and
客户须同意 HC 对您的来电通话进行录音，并且

- c) You consent that these recordings may be used as evidence in any fact finding or dispute between you and HC and
同意这些录音内容可能被用作您与 HC 之间争议处理的事实依据和法律取证，并且
- d) You consent that these recordings may be provided to any organisations as part of an investigation or audit including but not limited to anti-money laundering or counter financing of terrorism.
同意这些录音内容可能作为调查或审计的一部分提供给任何组织，包括但不限于反洗钱或反恐融资等。

9. Facsimile and Telephone Indemnity 电话和传真指令

- a) You agree that HC may accept telephone or facsimile instructions but is not obligated to accept them.
客户同意 HC 可能会接受电话或传真形式的交易指示，但不作为其义务或责任。
- b) HC will not be liable for any losses or costs incurred due to its acting on instructions which may be fraudulent, unauthorised or forged. You agree to indemnify HC from all damages from such instructions.
HC 不承担因执行来自客户账户但因欺诈、未经合法授权或通过伪造的交易指示而产生的任何损失或费用。并且客户同意全额赔偿 HC 因为执行此类指示而潜在遭受的全部损失。
- c) It is your responsibility to ensure that fraudulent, unauthorised or forged instructions are not given to HC and to inform HC immediately in the event of such occurrences.
客户负责持有账户的安全性，应随时警惕欺诈性、未经合法授权或交易指示被伪造的情况发生，一经发现应立即通报 HC。

10. Client Money 客户资金

- a) All client money paid to HC will be treated in accordance with the Financial Markets Conduct Regulations 2014 and relevant laws in New Zealand. Client money will be held in one or more bank accounts in New Zealand or overseas and which are segregated from the bank accounts of HC. The money in such accounts cannot be used to meet the obligations of HC. You acknowledge and agree that your funds may be mingled with other clients' money in a trust account. You also acknowledge and agree that your funds may be placed with a hedging counterparty for authorised hedging activities in accordance with the Financial Markets Act 2013 and Financial Markets Conduct Regulation 2014.
所有支付给 HC 的客户资金将按照新西兰 2014 颁布的《金融市场行为规范》及新西兰相关法律进行处理。客户资金将存入新西兰或海外的一个或多个银行账户，并与 HC 的公司运营账户独立。该账户内的款项不能用于支付 HC 的债务。客户承认并同意您的资金可能与其他客户的资金混存在一个或多个资金专用账户中。承认并同意，客户的资金可根据新西兰 2013 年颁布的《金融市场法》和 2014 年颁布的《金融市场行为规范》，可能被存放于某个从事授权对冲交易的对立机构中。
- b) You agree that HC shall have no responsibility and not be liable for any loss to you due to the insolvency, omission, default or other acts of the bank in which your fund is held.
客户须同意因专用资金账户所在的存管银行破产、遗漏、违约或其它因素而造成的任何损失，HC 概不承担相关责任。
- c) You agree that any interest earned from the trust accounts belongs to HC.
客户须同意任何由客户专用资金账户产生的利息均归属于 HC。

11. Movement of Funds 资金流向

- a) No third-party payment of funds in or out will be accepted. All funds paid into your Account at HC must be from an account that belongs to you and all funds paid to you must be to an account that belongs to you.
HC 不接受任何第三方的资金转入或转出。所有转入客户账户的资金必须来自客户的同名银行账户，所有转出资金也必须指定到客户本人的同名银行账户。
- b) HC reserves the right to refuse any payment in or out.
HC 保留拒绝任何资金转入或转出的权利。
- c) HC shall not be responsible or liable for any losses or costs incurred directly or indirectly by you or any party due to the non-acceptance of funds.
任何因资金转入转出接收问题直接或间接导致的客户或第三方造成的损失，HC 概不负责。
- d) HC shall not be responsible or liable for any losses due to the stop-out closing of Positions due to the non-acceptance of funds for the intention of funding margin requirement.
任何因资金转入转出接收问题导致客户无法及时追加保证金触发强制平仓而造成损失的，HC 概不负责。
- e) Some payments may be subject to withholding fees or other form of expenses or deductions. The final amount that HC receives may be less the amount originally remitted or what you expect. HC is the recipient and has no control of the amount of deductions. You are advised to take note of such deductions and to ensure that funds to be received at HC will be of a sufficient quantity. This is especially important if the funds are for satisfying margin requirements.
在资金转入的过程中可能需要扣减银行手续费，或发生其它形式的费用扣减。HC 收到的最终金额可能少于客户的汇出金额或预期金额。HC 作为接收方不能控制扣减额。请客户关注并预算好扣减额以确保 HC 能收到足额资金，尤其要注意在追加保证金时进行的资金转入操作。
- f) While HC will endeavour to credit your account with funds received as soon as possible, this may not be possible if funds are received during hours when the office is not operational, when an investigation is needed to ascertain the source or ownership of funds or when the amount received is in dispute. Clients are to ensure that funds sent to HC are in cleared funds, from a legitimate source and not subject to any encumbrances.
HC 会尽快确认收到的客户款项并转入其持有账户。但如果到账时间发生在非工作时间；或须按相关法规对客户资金来源或所有权进一步确认；或当到账金额出现争议时；资金到账时间可能会发生延迟。客户应确保汇入 HC 的资金来源正当合法，不存在任何产权负担约束。
- g) It is your responsibility to ensure that instructions for payment out of funds are correct, clear and sufficient. HC does not accept any losses or costs incurred due to incorrect or insufficient information given by you.
客户有责任确保所有资金转出指示都是正确、清晰和充分的。由于客户提供信息不正确或不充分而产生的损失，HC 概不负责。
- h) HC may withhold payments if
- i. It is necessary to meet regulatory or legal obligations.
HC 必须履行监管或法律义务。

- ii. Your Position requires the withholding of funds to meet a potential adverse movement in the value of your equity.
客户的持有头寸需要扣留资金，以应对账户资产价值可能出现的不利变动。
- iii. There is an unresolved dispute between You and HC.
客户和 HC 之间存有尚未解决的争议。
- iv. You have an unpaid or contingent liability to HC.
客户对 HC 存有负债或尚未付清的欠款。
- v. The amount of funds that you receive may be less than that remitted due to expenses and fees.
客户银行账户的到账金额可能会因为银行手续费率而少于客户账户转出时提交的汇出金额。

12. Confirmation of Orders, Trades, Confirmation Information and Proof of Communication 确认订单和交易，确认信息和沟通凭据

- a) All your orders and trades are conducted and displayed on the Trading Platform and can be easily accessed during the time that the system is open for you to use. This existence of the information and their ready accessibility fulfills HC's obligation to confirm your orders and trades and is proof that HC has communicated the information to you. Any discrepancy should be reported to HC within 24 hours.
所有的订单和交易都可以在交易平台上查询和显示，客户可以在系统提供服务的时间段内便捷地使用操作。这些信息的存在及其可访问性作为 HC 向客户履行确认订单和交易义务和已将信息传达给客户的凭据。任何关于订单和交易的异议都应在 24 小时内向 HC 报告。
- b) HC may communicate to you by a variety of means and this may include:
HC 可能通过多种方式与客户沟通，包括：
 - i. By posting on the Trading Platform.
通过交易平台发布信息。
 - ii. By posting on its website.
通过 HC 官方网站发布信息。
 - iii. By sending an email to you.
向客户发送邮件。
 - iv. By communicating with you through social media or chat application.
通过社交媒体或在线聊天应用程序与客户沟通。
 - v. In writing.
通过信件或公函。
 - vi. Verbally
其它非书面形式（如电话、面谈等）

Any form of communication undertaken above will be deemed as HC having fulfilled its obligation to communicate with you. With regards to Section 68 of the Financial Markets Conduct Regulations 2014, you agree that the required confirmation information can be made available to you through the Trading Platform or an electronic facility on a substantially continuous basis.

通过上述任一方式完成与客户的沟通，均视作 HC 已完成其对客户的沟通义务。依据新西兰 2014 年颁布的《金融市场行为规则》第 68 条，客户还须同意 HC 可以通过交易平台或电子设备持续地向您提供所需的确认信息。

13. HC's Right to Refuse to Deal or Trade HC 的交易拒绝权利

a) HC reserves the right to refuse an order, deal with or on behalf of you. HC also may reduce your position or limit the type of order that you can place. Such a refusal shall not prejudice any other rights of HC in this Agreement. HC 保留拒绝客户的订单、交易请求的权利。HC 还可能减少客户订单头寸或限制客户订单类型。上述权利不影响 HC 在本协议中的其它任何权利。

b) Strategies that are intended to exploit errors in pricing are not acceptable. Trading activity designed to disrupt HC's service, deny others of its service or negatively affect the functioning of its systems are also not acceptable. Actions HC may take include but is not limited to:

客户不得尝试任何试图利用价格漏洞的交易策略。不得企图干扰 HC 正常服务的交易活动、任何试图破坏 HC 服务和功能的交易活动都是严格禁止的。HC 对此可能采取的行动包括但不限于：

- i. Restrict your access to the Trading Platform or part of it.
限制客户对交易平台访问权限，或完全禁止访问。
- ii. Widen the Spread available to you.
扩大客户的交易点差。
- iii. Make null and void any abusive trades and adjust your Account.
使客户利用漏洞或破坏性的交易无效，并限制客户的账户。
- iv. Take back any profits due to abusive trades.
没收客户通过漏洞或破坏性交易而获取的利润。
- v. Terminate this Agreement.
终止本协议。

14. HC's Right to Deal HC 的交易权利

a) You agree that HC, its employees, directors or persons or entities associated with it may deal or trade on their own accounts by selling or buying the Contract to or from you.

客户同意 HC 及其员工、董事或与其相关的个人及实体可以通过其自己持有的账户向客户出售或购买合约。

b) HC may take the opposite side of your trade.

HC 可能会与客户采用交易方向相反的策略。

15. Fees and Charges 费用

a) HC's fees and charges are set out on its website and may change from time to time. Changes will be updated on the website and notified to you.

HC 的各项收费均公开在其官方网站上，并会做不定期的调整。更新将直接体现在网站上相关的公开文件并同时通知到客户。

- b) You agree to pay:
客户同意支付:
- i. All spreads associated with your transactions.
所有与客户交易相关的点差。
 - ii. All roll-over (swap) charges associated with your Positions.
所有与客户头寸相关的转仓(交换)费用。
 - iii. All costs incurred in the receipt and payment of funds.
所有因资金转入和转出操作而产生的费用。
 - iv. All commissions incurred in the transaction of a Contract or any service provided by HC.
所有在合约交易或任何由 HC 提供服务的交易中产生的佣金
 - v. All account maintenance fees.
账户维护费。
 - vi. All interest due on your Account because of the Account being overdrawn or due to any debt owing to HC. HC may add a percentage above that which is charged by its creditors in the calculation of the interest amount. This percentage is at HC's discretion.
所有因账户透支或债务到期而产生的利息。HC 在计算利息金额时, 可在其债权人所收取费用的基础上增加一个费率。这个费率由 HC 决定。
 - vii. All fees that are associated with your account.
其它与客户账户相关的费用。

16. Closing or Voidance of Positions 平仓或空仓

HC has the absolute right to close any Position or void any trade where we are in dispute with you or where there is a breach to the Terms and Conditions.

如 HC 与客户存有争议或客户违反本协议条款, HC 有权平仓客户头寸或使其发生的交易无效。

17. Suspension of Account 暂停账户

HC may suspend your account if it believes the following has occurred:

如 HC 认定存在下列情形发生, 可能会暂停您的账户:

- a) You have not displayed or HC believes you have not displayed sufficient knowledge or understanding of the risks in the trading of derivatives or the Contracts offered by HC.
客户显现出或被 HC 评定对金融衍生品交易或合约交易的风险不具备足够的知识或理解。
- b) There is a threat to or a reason to believe that there is a threat to your Account.
客户账户受到威胁或有证据表明客户的账户受到威胁。
- c) When circumstances may arise where HC believes a suspension is necessary to investigate the circumstance.
当 HC 认为有必要暂停账户并做进一步调查时。

- d) When you remain, after a period of 10 working days, uncontactable or have not replied to HC despite its attempts at communication.
当客户无法在 10 个工作日内取得联络，或在 10 个工作日内未对 HC 尝试的联络进行回应时。
- e) If your Account remains inactive for a period.
客户账户在很长时间内一直处于非活动状态。
- f) If you display an abusive or bullying behaviour towards any employee, Director, agent or any person associated with HC.
客户对 HC 的员工、董事、代理等任何相关人员发生虐待或霸凌的行为。

18. Set – off Rights 抵偿权利

HC may and without notice undertake the following or set-off to satisfy your liabilities to HC.

HC 可在不另行通知的情况下，采取如下措施，以清偿客户对 HC 的债务。

- a) Combine all your Accounts.
合并客户名下所有的账户。
- b) Set-off any sums that are outstanding credit to you.
从客户账户的资金余额中扣除相关金额。

19. Force Majeure 不可抗力

HC shall not be responsible for and shall not be in breach of this Agreement or be liable to you for any losses or costs incurred due to incidents, happenings or events which are beyond HC's reasonable control. Such incidents may be but is not limited to a failure of the internet, a failure of HC's systems, break-down in electronic communications, labour dispute, power outage, earthquake, an act of God, flood, war or an act of government.

HC 不对任何因公司能力控制范围外的事件或事故而造成的客户损失或费用承担责任，亦不属违约。此类事件可能但不限于是因互联网故障、系统故障、电子通信故障、劳资纠纷、停电、地震、天灾、洪水、战争或政府行为。

20. Discontinuation and Ceasing of Offering of a Contract 交易合约终止

- a) HC may discontinue or cease to offer a Contract at any time and will inform you of the date (Cessation Date) at which the Contract will cease to be offered.
HC 可随时终止向客户提供某项交易合约，并通知客户合约终止提供的日期（终止日期）。
- b) If the contract ceases to be available, you agree that you will close out any Positions that you may have in the Contract before the Cessation Date and that if this is not done, HC will close out the Contract at a price at its discretion.
如果一项合约被终止，客户须同意在合约终止日期之前平仓与该项合约相关的头寸。否则，HC 将按自行决定的价格为客户平仓。

21. Indemnity 免赔事项

- a) You agree to not claim from HC and to indemnify HC fully of any liabilities, costs or damages which you may suffer or may be imposed on HC in connection or due to:
客户同意不向 HC 就以下原因造成的客户损失或费用提出索赔:
- i. Any action taken by HC due to a Default Event.HC
HC 因客户违约事件发生而采取的措施。
 - ii. Your breaching of this Agreement.
客户违反本协议。
 - iii. Any wrong or misleading information or any information or instruction given to us from whom it appears to be from an Authorised Person.
因任何来自客户或其授权代理人的错误或误导信息和指示。
 - iv. Unauthorised use of the Account.
账户被非法访问。
 - v. Damages caused by malwares.
因恶意软件攻击造成的损失。
 - vi. System outages or failure in communication systems.
通信系统中断或故障。
 - vii. Your inability to access HC's services or HC not able to provide you with its services.
您无法访问 HC 的服务或 HC 因故暂时无法为客户提供服务。

The indemnity above shall be in a continuous manner and will include liabilities which may be past, present, in the future or contingent. This indemnity shall survive the termination of the Agreement or any transactions under this Agreement

上述免赔事项具备连续性，作用于任何过去、现在、将来或偶发的情况。相关免赔事项在协议终止后或交易终止后仍持续有效。

22. Default Event 客户违约事件

22.1 What is a Default Event? 客户违约事件的定义

The events listed below shall be considered a Default Event.

下列事件均被归类为客户违约事件

- a) You have breached any term and condition in this Agreement.
客户违反了本协议中的任何条款。
- b) You have provided HC with false or misleading information.
客户向 HC 提供了虚假或误导性信息。
- c) You have conducted transactions which are abnormal, may cause harm to HC or may be in breach of this Agreement.
客户进行了会潜在对 HC 造成损害或违反本协议的非正常交易。

- d) You pass away or are of unsound mind.
客户去世或因病造成心智不全。
- e) You fail to provide sufficient Margin or increase Margin when required to do so.
未能达到保证金要求或未能及时追加保证金以达到要求。
- f) You fail to pay HC any fees or costs when required.
客户未按要求向 HC 支付应缴费用或欠款。
- g) You become a bankrupt or insolvent.
客户无力偿债而宣告破产。
- h) You use the Account or HC believes you use the Account to engage in or facilitate illegal activities. 客户使用账户或 HC 认定客户使用账户从事或支持非法活动
- i) You or any Authorised Person becomes a Politically Exposed Person (PEP).
客户或客户授权代理人被列为政治高度敏感人物(PEP)。
- j) HC believes it is prudent to close the Account because of regulatory requirements.
因为监管要求，出于谨慎考虑关闭客户账户。
- k) HC is instructed to close the Account by law.
法律要求 HC 对客户账户进行关闭。

22.2 Steps HC may take in the event of a Default Event Occurring 客户违约事件处理步骤

- a) Terminate this Agreement.
终止本协议。
- b) Require the payment of funds you owe to HC.
要求客户支付对 HC 的欠款。
- c) Refuse orders to open new Positions.
禁止用户建立新头寸。
- d) Close all or some Positions.
平仓用户的部分或全部头寸。
- e) Exercise rights of Set-Off.
行使抵偿措施。
- f) Combine Accounts of yours.
合并客户账户。
- g) Forbid you to withdraw funds or limit the amount of withdrawal.
禁止客户出金或限制出金金额。
- h) Retain any funds you have to settle any contingency.
保留客户账户中的必要资金以应对突发事件。

- i) Impose new Margin requirement.
对客户实行新的保证金要求。

23. Delegation 委托

- a) Your rights in the Agreement shall not be assigned or delegated to any person without the approval of HC.
未经 HC 许可，客户不得将本协议中的权利转让或委托给任何人。
- b) All Collateral deposited by you shall not be the subject of any charge, change in charge or the creation of a security interest.
客户存放的所有担保物都不应成为任何抵押、抵押变更或担保权益的标的。
- c) Without prejudice to Section 21 (a) above, HC may assign or delegate its rights under this Agreement to any person or entity.
在不违反本协议第 21 (a)条的前提下，HC 可将其在本协议项下的权利转让或委托给任何个人或实体。
- d) HC may reveal to any potential assignee any information in our relationship.
HC 可能向任何潜在受让人披露本协议关系中的任何内容。

24. Governing Law and Jurisdiction 适用法律及司法管辖权

- a) The governing law shall be that of the law of New Zealand.
本协议适用法律为新西兰法律。
- b) Nothing in this Agreement shall prevent or prohibit HC from acting against you in jurisdictions other than in New Zealand.
本协议条款不排除或禁止 HC 在新西兰以外的司法管辖区对客户执行相关措施。

25. Amendment 协议修订

- a) This Agreement may be amended at any time by HC. HC will give you written notice. The latest version of the Agreement will be available on HC's website and the latest version will be the governing document in relation to your relationship with HC.
HC 可随时对本协议进行修订，并同时向客户进行书面通知。本协议的最新版本将在 HC 的官方网站上发布，HC 将以最新版本的协议条款作为与客户服务关系的依据。
- b) If you object to the amendments, you must inform HC within 14 days of the notification of amendment. Otherwise, it will be taken that you have agreed to the amendment. If you have informed HC of your objection within the stipulated time, the amendments will not be applicable to you. In this case, your Account may be closed or suspended pending the resolution of this issue.
如果客户反对修订内容，必须在协议修订后 14 天内通知 HC。否则，HC 则认为客户已同意修订。如客户在规定时间内通知 HC 反对修订，则相关修订条款将不适用于该客户。此情形下，该客户的账户可能会被关闭或暂停，直至相关问题得以解决。

26. Termination 协议终止

- a) HC may terminate this Agreement and close the Account by giving 30 days' notice.
HC 可提前 30 天通知客户终止本协议并关闭客户账户。
- b) You may terminate this Agreement and close the account by giving HC written notice. All Positions must be closed and all liabilities and obligations to HC discharged and satisfied. HC will endeavour to close the Account within a reasonable period.
客户可以书面通知 HC 终止本协议并关闭账户。但客户须平仓所有头寸，偿清和履行所有对 HC 的债务和义务。HC 则将尽其所能在合理期限内关闭账户。
- c) Upon notice of termination by either HC or you, HC reserves the right to not allow new Positions.
当 HC 或客户发出终止协议通知后，HC 保留禁止客户建立新头寸的权利。

27. Acknowledgement, Warranties and Undertakings 承诺与保证

You warrant that in all aspects of your relationship with HC, that:

- a) All information provided to HC is true, accurate and non-misleading.
客户向 HC 提供的所有信息真实、准确、无误。
- b) You will comply with all applicable laws.
客户将遵守所有适用法律。
- c) You are legally able to and are not under any binding which disallows you from entering into this Agreement.
客户具备完全法律行使能力并且不存有任何限制签订本协议的约束。
- d) You have obtained all necessary consents to enter into this Agreement.
客户已获得签订本协议的所需的所有许可。
- e) Your affairs and assets are not subject to any liquidation proceedings.
客户的事务和资产不受任何清算程序的限制。
- f) You are not a bankrupt or insolvent.
客户未因资不抵债而破产。
- g) Your opening of this account is in full compliance with your employer's rules and regulations, that of New Zealand and any jurisdiction that may apply.
客户账户的开设须符合客户雇主的规定，符合新西兰及任何可能适用的法律法规。
- h) Your trading in this account is not based on any inside information and is legal and in full compliance with the laws of New Zealand or any jurisdiction that may apply and that your employer or the relevant authorities may be informed should you engage in or is suspected to be engaged in any illegal activities.
客户账户中的不存在内部关联交易，并完全符合新西兰的法律或任何适用的管辖权。HC 有权向客户的雇主或有关当局报告客户参与或涉嫌参与的非法活动。
- i) You will not undertake any trading is illegal or disruptive.
客户不得从事任何非法或破坏性的交易。

28. Privacy 隐私

You authorise us to use the information you have provided to us to contact you about other services we provide and to disclose the information to third parties to enable us to provide our services to you, to external compliance personnel and auditors for quality assurance purposes, to any regulator (where requested by the regulator) and where we are required or permitted by any applicable law or governmental, judicial, or regulatory entity or authority in any jurisdiction. Under the Privacy Act 1993, you may access and/or request correction of any personal information we hold about you by contacting us.

客户授权 HC 使用所提供的联系方式就业务开展与您进行联络；或向第三方披露客户相关信息以实现 HC 为客户提供服务的能力；或因质量保证，向外部合规人员和审计师披露；向本协议适用司法辖区内的任何符合要求 and 许可的司法、监管实体和机构披露客户相关信息。根据新西兰 1993 年颁布的《隐私法案》，客户可以联络 HC 进行个人信息记录的查询和修改。

29. Consumer Guarantees Act 1993 (NZ) 消费者保障法案（新西兰）

You agree that under this Agreement and where you acquire HC's services and HC's services are supplied to you and you trade with HC, the Consumer Guarantees Act 1993 (NZ) will not apply.

客户同意完全依据本协议从 HC 处获取服务并从事相关交易活动，1993 年颁布的消费者保障法案（新西兰）将不适用。

30. Due Diligence 尽职调查

You shall ensure that the account funds are not sourced from any activity, and the funds flowing out shall not flow into any activity which violates international general laws and regulations, including but not limited to job seizures, international fraud, smuggling and drug trafficking, money laundering and participation in terrorist activities.

客户须保证客户的账户资金不得来源于，且流出资金不得流入到任何违反国际通用法律法规的活动，包括但不限于职务侵占、国际诈骗、走私贩毒、洗钱和参与恐怖主义活动等。

You authorise HC to collect information about you (including customer due diligence information and credit reports), to obtain, exchange, hold, and use such information, and to make any other enquiries we think appropriate to.

客户授权 HC 采集个人信息(包括客户尽职调查信息和信用报告)，以获取、交换、保存和使用这些信息，并进行其它任何适宜的调查。

Undertake initial and on-going customer due diligence and monitoring in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act (AML/CFT Act). Please fill or select the options in following forms to meet the requirement to enter into this Agreement.

根据反洗钱和反恐怖主义融资法案(AML/CFT)，HC 将对客户进行初步和持续的尽职调查和监控。请客户填写或选择下列表格中的内容，以完成本协议签订的要求：

Employment Status 就业情况	<input type="checkbox"/> Employed 在职 <input type="checkbox"/> Self Employed 自雇 <input type="checkbox"/> Retired 退休 <input type="checkbox"/> Unemployed 失业
Occupation & Position 职业与职位	_____
Gross Annual Income (USD) 税前年收入 (美元)	Net Worth (USD) 净资产 (美元)
<input type="checkbox"/> \$ 0 - \$35,000 <input type="checkbox"/> \$35,001 to \$70,000 <input type="checkbox"/> \$70,001 and above	<input type="checkbox"/> Less than(低于) \$70,000 <input type="checkbox"/> \$70,000 - \$350,000 <input type="checkbox"/> \$350,000 - \$700,000 <input type="checkbox"/> More than(高于) \$700,000
Source of wealth 资金来源	
<input type="checkbox"/> Earned Income 工资 <input type="checkbox"/> Savings/investments 存款/投资 <input type="checkbox"/> Inheritance 遗产 <input type="checkbox"/> Sale of assets 资产出售 <input type="checkbox"/> Others 其它 (请具体说明)	

Please select or specify your trading objective, 请您选出或说明投资目的:

- Speculation 投机
 Hedging 套利
 Investment 投资
 Others, please specify 其它目的, 请说明 _____

Are you familiar with derivatives?

您是否熟悉衍生品交易? Yes No

Do you understand the risks of trading derivatives?

您是否了解衍生品交易的风险? Yes No

Are you able to access information about derivatives trading?

您是否具备获取关于衍生品交易资讯的能力? Yes No

31. Complaints and Dispute Resolution 投诉和争议解决

If you have a complaint, you may call us or write to:

客户如有任何投诉, 请致电或致函:

The Compliance Manager

HC Holdings Group Ltd

Room 11, 361-363 Great North Rd, Henderson 0612, Auckland, New Zealand

Telephone 电话: +64 09 835 2326

You can also send an email to complaint@hcfx.com. If you are still not satisfied, you may contact HC's dispute resolution scheme provider, Financial Dispute Resolution Services ("FDRS") at:

亦可发送电子邮件到 complaint@hcfx.com，如对处理结果仍不满意，可联络 HC 的争议解决监管单位——金融争议解决服务局(“FDRS”)，地址为：

Financial Dispute Resolution Service
Freepost 231075
P. O. Box 2272
Wellington 6140

Telephone 电话: 0508 337337
International call 国际电话: + 64 4 9100952
Website 网站: www.fdr.org.nz
E-mail 电子邮件: enquiries@fdr.org

Signature 客户签字

Name 姓名: _____ Name 姓名: _____

Signature 签字: _____ Signature 签字: _____

Date 日期: _____ Date 日期: _____

The account holder(s), all authorised persons and attorneys must sign. A certified copy of the Power of Attorney must be provided if signed by an attorney.

账户持有人、所有授权代理人及律师必须签署。如经律师签署，须提供经公正的授权书副本。

Signed for and on behalf of HC Holdings Group Limited

HC 代表签字

Name 姓名: _____

Signature 签字: _____

Title 职位: _____

Date 日期: _____