



东方证券  
— D F Z Q —

國際

東方期貨(香港)有限公司  
ORIENT FUTURES (HONG KONG) LIMITED

客户帐号:  
Account No.:

## 公司帐户申请书

## CORPORATE ACCOUNT APPLICATION FORM

请签署此资料表格前阅读有关的帐户协议及相关的附件

Please read the Account Agreement and the related schedules(s) before signing on this Information Form



# 期货公司账户申请书

## Futures Corporate Account Application Form

帐户号码 Account No.:

开户日期 Date:

### A. 公司资料 Company Information

1	公司名称 Company Name	2	公司性质 Nature of Business
3	注册日期及地方 Date and Place of Incorporation	4	授权股本 Authorized Capital
		5	发行股本 Paid-up Capital
6	注册证书号码 Certificate of Incorporation No.	7	商业登记号码 Business Registration No.
8	注册地址 Registered address		
9	主要办事处地址 Principal business address		
10	办公室电话 Business Phone No.	11	传真号码 Fax No.
		12	电邮地址 E-mail address
13	主要股东 Major Shareholders		
	姓名 Name	地址 Address	百分比 (%) Percentage
	姓名 Name	地址 Address	百分比 (%) Percentage
	姓名 Name	地址 Address	百分比 (%) Percentage
	姓名 Name	地址 Address	百分比 (%) Percentage
14	董事 Directors		
	姓名 Name	身份证号码 / 护照 ID. Card / Passport	职位 Title
	姓名 Name	身份证号码 / 护照 ID. Card / Passport	职位 Title
	姓名 Name	身份证号码 / 护照 ID. Card / Passport	职位 Title
	姓名 Name	身份证号码 / 护照 ID. Card / Passport	职位 Title
	姓名 Name	身份证号码 / 护照 ID. Card / Passport	职位 Title
	姓名 Name	身份证号码 / 护照 ID. Card / Passport	职位 Title

### B. 确认收取帐户电子结单 E-Statements Collection Confirmation

<input type="checkbox"/> 本人 / 吾等同意交易确认通知和帐户结单将透过电邮递送至我的电邮地址 I/We agreed that trading confirmations and statements to be sent to my/our E-MAIL address(es).	(如与A栏提供之电邮地址不同, if any difference in Company Information)
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### C. 财政状况 Financial Situation

- 1 根据最近审计的账目, 盈利 / 亏损数额 Profit / loss after tax based on the latest audited accounts as at  
☐ 少于 Less than HK \$ 500,000 ☐ HK \$ 500,000 - HK \$ 1,000,000 ☐ HK \$ 1,000,001 - HK \$ 3,000,000 ☐ 多于 Over HK \$ 3,000,000
- 2 根据最近的审计账目, 净资产 Net Asset based on the latest audited accounts as at  
☐ 少于 Less than HK \$ 1,000,000 ☐ HK \$ 1,000,000 - HK \$ 5,000,000 ☐ HK \$ 5,000,001 - HK \$ 10,000,000 ☐ 多于 Over HK \$ 10,000,000
- 3 开户时可用作投资的流动资产 Amount of liquidity for investment at Account opening  
☐ 少于 Less than HK \$ 1,000,000 ☐ HK \$ 1,000,000 - HK \$ 5,000,000 ☐ HK \$ 5,000,001 - HK \$ 10,000,000 ☐ 多于 Over HK \$ 10,000,000

### D. 投资经验 Investment Experience

- 1 客户是否已有下列投资经验 Does the client have the following investment experience  
☐ 香港上市股票 HK Listed Stocks ☐ 金银 Bullion ☐ 基金 Funds  
☐ 香港期货和期权 HK Futures & Options ☐ 外汇及商品 Forex & Commodity ☐ 其他 Others \_\_\_\_\_
- 2 投资目的 Investment Objective  
☐ 保本 Capital Preservation ☐ 资本增长 Capital Gain ☐ 对冲 Hedging ☐ 投机 Speculation
- 3 投资经验年期 Years of Experience in Investment  
☐ 没有 Nil ☐ 一至五年 1-5 years ☐ 五至十年 5-10 years ☐ 超过十年 Over 10 years

### E. 银行资料 Bank Reference

银行帐户纪录 (只供存款用途) BANK ACCOUNT RECORD (For funds deposit only)  
除客户另行指示外, 客户的款项将会被转入下列银行帐户 Unless otherwise instructed by Client, all funds payable to Client will be credited to the following bank account

银行 Bank 帐户名称 Account Name \_\_\_\_\_

分行 Branch 帐户号码 Account Number \_\_\_\_\_

帐户类别 Account Type(s) ☐ 储蓄 Saving ☐ 往来 Current ☐ 其他 Others \_\_\_\_\_

### F. 获授权人仕 Authorized Persons

本公司现授权下列 \_\_\_\_\_ 位人士代表本公司以书面或口头发出与本帐户有关的指示

The following person(s) is or are authorized on behalf of the company to give written and / or oral instructions. Instructions require any \_\_\_\_\_ of the authorized persons signing jointly

姓名 Name	身份证 / 护照号码 ID. Card / Passport No.	职位 Position	联络电话 Tel. No.	签名式样 Specimen Signature

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## H. 客户确认及承诺 Client Declaration and Acknowledgement

### 只适用于户口款项常设授权

#### For Client Money Standing Authority only

本人 / 吾等声明及承认已小心阅读、明白并同意户口款项常设授权之所有内容

I / We declare and acknowledge that I / We have read carefully, understood and agreed the contents contained in Client Money Standing Authority.

### 只适用于伦敦金属交易所商品交易

#### For LME Commodity Trading only

本人 / 吾等声明及承认已小心阅读、明白并同意伦敦金属交易所商品交易同意书之所有内容。

I / We declare and acknowledge that I / We have read carefully, understood and agreed the contents contained in LME Commodity Trading Agreement.

有关客户协议（包括条款及条件、期货及期权的风险披露声明书、个人资料（隐私）条例）及免责声明）及数据准确性提供确认：

**Acknowledgement regarding Client Agreement (including the Terms and Conditions, the Risk Disclosure Statement for Futures and Options, the Personal Data (Privacy) Ordinance, and Disclaimer) and Accuracy of Information Provided:**

本人/吾等声明及承认：

I / We declare and acknowledge that :

1 本人 / 吾等确认收到客户协议副本；

I / We acknowledged receipt of a copy of the Client Agreement;

2 按本人 / 吾等所选择的语言（英文或中文）向本人 / 吾等提供客户协议；

The Client Agreement is provided to me / us in a language of my / our choice ( English or Chinese );

3 本人 / 吾等获邀阅览客户协议内期货及期权的风险披露声明书，并提问及寻求独立意见（如本人 / 吾等欲进行）；

I / We have been invited to read the Risk Disclosure Statement for Futures and Options in the Client Agreement, to ask questions and take independent advice if I / We wish;

4 在此开户申请内所提供的全部数据均为真实、完整正确。东方期货(香港)有限公司获授权随时联络任何人，包括客户的银行、经纪或任何信用调查机构，藉以核实本开户申请内所提供的全部数据。

The information on this Account Application is true, complete and correct. Orient Futures (Hong Kong) Limited is authorized at any time to contact anyone, including client's banks, brokers or any credit agency, for the purpose of verifying the information provided on this Account Application; and

公司授权人签署及公司印章

Authorized Signature with Company Chop



姓名 Name \_\_\_\_\_

日期 Date \_\_\_\_\_

## I. 见证人 Witness

见证人姓名 Name of Witness
见证人职业 Occupation of Witness

见证人签署 Signature of Witness
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## J. 持牌代表声明 Declaration by Licensed Representative

本人, _____ (持牌代表姓名, 请用正楷填写), 确认已经以客户选择的语言 (英文或中文) 提供了载于条款及守则内的风险披露声明, 并且本人已经邀请客户阅读该风险披露声明, 提出有关问题及征求独立的意见。 (如客户有此意愿)		
I, _____ (Print name of Licensed Representative) confirm that I have provided the Risk Disclosure Statement as set out in Terms and Conditions in a language (English or Chinese) of the Client's choice and that I have invited the Client to read the Risk Disclosure Statement, ask questions and take independent advice. (If the Client wishes)		
(请用正楷填写 Please complete in block letters)		
持牌代表姓名 Name of Licensed Representative	中央编号 CE No	持牌代表签署 Signature of Licensed Representative
_____	_____	_____
备注Remarks:		
_____		

经由东方期货(香港)有限公司承认及接纳

Acknowledged and Accepted By Orient Futures (Hong Kong) Limited

授权签名 / 公司印章 Authorized Signatory / Company Chop

日期 Date \_\_\_\_\_

### 注意事项 Note

- 1 请随本申请表附上全部帐户持有人之身份证副本。  
Please attach an ID card copy of all account holders with this application.
- 2 请附上最近三个月内之地址证明文件。 邮政信箱恕不接受。  
Please enclose the address proof dated within the latest three months. P.O. Boxes are not accepted.
- 3 不能以第三者支票交收。  
Third-party cheques cannot be used to settle any trading transaction.
- 4 客户须交给东方期货由客户在香港的持牌银行开立的帐户所签发 (该签名须与此开户表格上的客户签名相符) 并载有客户在身份证明文件上显示的姓名的个人支票, 而该支票抬头人须为「东方期货(香港)有限公司」及其数额不得少于港币壹万元。客户的新帐户必须待支票兑现后才可使用。  
Client should send Orient Futures a personal cheque bearing his name shown in his identity document and drawn on his account with a licensed bank in Hong Kong with his same signature(s) as shown on this Form in favour of "Orient Futures (Hong Kong) Limited" for not less than HK\$10,000.00 (or such other amount as may be advised by Orient Futures). Client's new account will not be activated until the cheque is cleared.



## K. 戶口款項常設授權 Client Money Standing Authority

致: 東方期貨(香港)有限公司  
Orient Futures (Hong Kong) Limited  
東方證券(香港)有限公司  
Orient Securities (Hong Kong) Limited  
香港中環皇后大道中100號28-29樓  
28F-29F, 100 Queen's Road Central, Central, Hong Kong

### 根据《證券及期貨(客戶款項)規則》所設立的常設授權 Authority under Securities and Futures (Client Money) Rules

本授權書涵蓋爾等為本人/吾等在香港收取或持有并存放于一个或多个獨立帳戶內的款項(包括因持有并非属于尔等的款項而产生之任何利息)(下称「款項」)。This letter of authority covers money held or received by you in Hong Kong (including any interest derived from the holding of the money which does not belong to you) in one or more segregated account(s) on my/our behalf ( "Monies" ).

除非另有说明, 本授權書之名词与《證券及期貨條例》及《證券及期貨(客戶款項)規則》不时修订之定义具有相同意思。獨立帳戶包括在香港或香港以外地方設立維持并标明为帳戶之任何帳戶。Unless otherwise defined, all the terms used in this authorization letter shall have the same meanings as in the Securities and Futures Ordinance and the Securities and Futures (Client Money) Rules as amended from time to time. Segregated account(s) include any account(s) designated as client account(s) established and maintained in or outside Hong Kong.

本授權書授權尔等 This letter authorizes you to :

1. 组合或合并尔等或東方期貨(香港)有限公司(下称「東方期貨」)及/或東方證券(香港)有限公司(下称「東方證券」)及/或其任何附属公司及联系公司(下称「東方集團」)所維持的任何或全部獨立帳戶, 此等组合或合并活动可以个别地或与其他帳戶聯合进行, 尔等可将该等獨立帳戶內任何數額之款項作出轉移, 以解除本人/吾等对東方集團內任何成員的义务或法律責任, 不论此等义务和法律責任是确实或或然的、原有或附帶的、有抵押或无抵押的、共同或分別的; 及 combine or consolidate any or all segregated accounts of any name whatsoever and either individually or jointly with others, maintained by Orient Futures (Hong Kong) Limited ( "Orient Futures" ) and/or Orient Securities (Hong Kong) Limited ( "Orient Securities" ) and/or any of its subsidiaries and affiliates from time to time ( "Orient Group" ) and you may transfer any sum of Monies to and between such segregated account(s) to satisfy my/our obligations or liabilities to any member of Orient Group, whether such obligations and liabilities are actual, contingent, primary or collateral, secured or unsecured, or joint or several; and
2. 从東方集團任何成員于任何時候維持的任何獨立帳戶之間来回調動任何數額之款項。Transfer any sum of Monies interchangeably between any of the segregated accounts maintained at any time by member of Orient Group.

尔等可不向本人/吾等发出通知而采取上述行动。此赋予東方期貨之授權乃鉴于東方期貨同意繼續維持本人/吾等之期貨交易帳戶, 而赋予東方證券之授權乃鉴于東方證券同意繼續維持本人/吾等之證券現金帳戶及/或證券保證金帳戶。You may do any of these things without giving me/us notice. This authority is given to Orient Futures in consideration of its agreeing to continue to maintain futures trading account(s) for me/us and to Orient Securities in consideration of its agreeing to continue to maintain securities cash and/or margin account(s) for me/us.

此赋予尔等之授權并不損害東方集團可享有有关处理该等獨立帳戶內款項的其他授權或權利。This authority is given without prejudice to other authorities or rights which Orient Group may have in relation to dealing in Monies in the segregated accounts.

本授權書由本函簽發日期起 12 個月內有效。This authority is valid for a period of 12 months from the date of this letter.

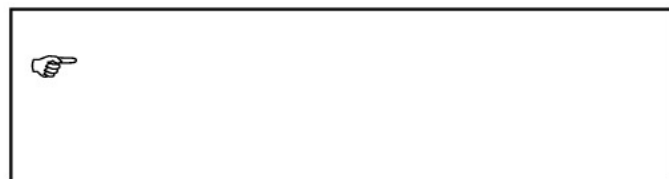
本人/吾等可以向尔等客戶服務部位于上述所列明之地址发出书面通知, 撤回本授權書。该等通知之生效日期为尔等真正收到该等通知后之14 日起計。This authority may be revoked by giving you written notice addressed to the Customer Service Department at your address specified above. Such notice shall take effect upon the expiry of two weeks from the date of your actual receipt of such notice.

本人/吾等明白尔等若在本授權書的有效期限滿前14日之前, 向本人/吾等发出书面通知, 提醒本人/吾等本授權書即將屆滿, 而本人/吾等没有在此授權屆滿前反对此授權續期, 本授權書应当作为在不需要本人/吾等的书面同意下按持续的基準已被续期。I/We understand that this authority shall be deemed to be renewed on a continuing basis without my/our written consent, if you issue me/us a written reminder at least 14 days prior to the expiry date of this authority and I/we do not object to such deemed renewal before such expiry date.

倘若本授權書的中文本与英文本在解釋或意义方面有任何歧义, 本人/吾等同意应以英文本為準。In the event of any difference in interpretation or meaning between the Chinese and English version of this authority, I/we agree that the English version shall prevail.

本人/吾等阅读、明白及同意本授權書的内容。I/We have read and understand and accept the contents of this letter.

公司授權人簽署及公司印章  
Authorized Signature with Company Chop



客戶姓名 Client Name: \_\_\_\_\_  
公司名稱 Company Name: \_\_\_\_\_  
期貨帳戶號碼 Futures Account No. : \_\_\_\_\_  
證券帳戶號碼 Securities Account No. : \_\_\_\_\_  
日期 Date : \_\_\_\_\_



## L. 董事会决议摘录 ( 公司客户 )

### Extract of Board Resolutions ( Corporate Client )

客户名称 Client Name \_\_\_\_\_ (「本公司」" Company " )

(「本公司」)于\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日在(地点)\_\_\_\_\_正式召开董事会会议,并决议事项如下:

Extract of minutes of a meeting of directors of the Company held at \_\_\_\_\_  
on \_\_\_\_\_, the following resolutions were passed by the board of directors.

出席者Present: \_\_\_\_\_ 出席者Present: \_\_\_\_\_

出席者Present: \_\_\_\_\_ 出席者Present: \_\_\_\_\_

\_\_\_\_\_先生 / 女士 为是次会议之主席。

Mr. / Ms. \_\_\_\_\_ took the chair of the meeting.

于东方期货 ( 香港 ) 有限公司开立帐户

Opening Account with Orient Futures ( Hong Kong ) Limited

于会上通过下列决议案:

IT IS RESOLVED THAT:

1. 本公司向经纪开立期货交易帐户 (「帐户」)  
Open a futures trading account with Orient Futures (Hong Kong) Limited ( the " Account " )
2. 现特授权以下 \_\_\_\_\_ 位人士 ( 下称「获授权人」) 有权代表本公司就开立上述交易帐户一事向上述相关公司签署并提交履行文件, 并且 建立、签署和履行就与上述有关公司维持上述交易帐户之任何其他协议书、担保书、授权书、抵押文件、确认书、解除文件、转让文件或其他 文件; 并有权代表本公司就上述交易帐户给予上述相关公司书面指示处理任何有关帐户事宜。  
That any \_\_\_\_\_ of the following person ( "Authorized Persons" ) be and \*is / are hereby authorized for and on behalf of our Company to execute and deliver the Documents, and to make, execute and deliver any other agreements, guarantees, authorizations, security documents, acknowledgements, releases, assignments or other documents, including any written instructions in relation to the Account(s) to the relevant Company to deal with all kinds of relevant documents.

a)	姓名 Name	香港身份证 / 护照号码 HKID. Card / Passport No.	签名式样 Specimen Signature
b)	姓名 Name	香港身份证 / 护照号码 HKID. Card / Passport No.	签名式样 Specimen Signature
c)	姓名 Name	香港身份证 / 护照号码 HKID. Card / Passport No.	签名式样 Specimen Signature
d)	姓名 Name	香港身份证 / 护照号码 HKID. Card / Passport No.	签名式样 Specimen Signature
3. 当本公司变更任何上列的获授权人时, 定当以书面通知上述相关公司; 上述相关公司将按其书面通知内容办理, 直至另获新通知为止。  
That the relevant Company be informed from time to time by notice in writing of any change in the above list of authorized Persons and that the relevant Company be entitled to reply upon such notice until receipt of such further notice.
4. 提呈本会议之开户文件手册予以通过及批准, 并授权授权签字人签署该开户文件手册及其他有关开立帐户所需之一切文件。  
The above persons be authorized to sign and confirm our acceptance to the terms set out in the Account Application Form and execute other necessary documents relating to the opening of the Account.

由于再无其他议案, 主席宣布散会。

There being no other business, the Chairman declared the meeting closed.

主席Chairman:

日期 Date:

## M. 担保书

致： 东方期货(香港)有限公司  
香港中环皇后大道中100号28-29楼

日期： \_\_\_\_\_

姓名： \_\_\_\_\_ (「担保人」)

担保人地址： \_\_\_\_\_

1. 基于贵经纪应本人/吾等要求向(客户姓名) \_\_\_\_\_ (「该客户」)于(日期) \_\_\_\_\_ 开立之期货交易账户，进行期货买卖服务(以下称为「该服务」)，本人/吾等作为该客户的担保人不可撤回及无条件担保(「担保人」)，该客户将全数及准时向贵经纪支付该客户应付之所有款项或欠款(连利息)，包括追讨清还款项或欠款发生以全部赔偿为基准之律师费，并保证倘该客户由于任何原因无法根据上述期货客户协议之条款偿还任何有关款项时，则担保人将应贵经纪要求实时无条件向贵经纪偿还有关款项。
2. 此担保书规定担保人之全部份责任不会由于以下原因而解除或受到影响：(i)贵经纪给予该客户时间或任何其他宽限，或根据该服务规定没收、持有、修改、延长、取消、解除、变卖或执行该客户债务之任何其他抵押，或与该客户达成重整、交易或和解，(ii)有关该客户之任何法律限制或该客户无力偿债，(iii)于该等信贷所规定该客户之服务或该服务并无责任、取消或不能履行，或(iv)贵经纪采取或不采取任何其他行动或出现任何其他情况而原可解除此担保书所规定担保人之责任(因本条款而不能解除)贵经纪由于文任何原因未能索取该客户根据该服务所明确规定该客户须支付之任何款项，则贵经纪可向担保人作为主要债务人而追收欠款。
3. 此担保书乃持续担保并一直维持有效，直至该客户全数支付该服务规定之任何所有款项为止。
4. 贵经纪可执行此担保书，事前无须向该客户提出任何要求或任何诉讼。而于经纪及担保人之间，担保人将视为主债务人。
5. 担保人谨此向贵经纪声明、保证并承诺，担保人目前并无持有，将来亦不会在未经贵经纪书面同意下，接受或持有该客户或任何其他人士根据此担保书作为承担及债务保证之其他抵押，而倘担保人目前或日后接受或持有任何有关抵押，则不论是否取得贵公司之书面同意，均须以信托形式代贵经纪保持任何时候获得有关抵押之同等权力及所有款项，并须实时将同等权力及款项连同有关文件交予贵公司。
6. 贵经纪根据任何裁决或任何法庭或其他令状，按照此担保书获得之款项概不可解除担保人所作之有关责任，除非直至贵经纪全数收取款项为止。
7. 贵经纪可使用担保人就其任何账户在贵经纪有权获得之任何信贷结余，以支付到期及担保人根据此担保书应付之任何款项。
8. 倘贵经纪由于欺诈的优惠或任何其他原因，而支付用于扣减根据该服务之债务而收取之任何款项，则计算担保人之债务时，担保人被视作从来没有向贵经纪偿还有关款项而论。
9. 担保人谨此向贵经纪表示并保证担保人有权利订立此担保书并履行有关责任。担保人已细阅并明白此担保书之内容，并已就其效力寻求独立法律意见。
10. 经纪或其负责人出示声明，所申述客户欠负之金额，即作为欠负金额之最终凭证，担保人不得提出争议或要求出示任何文件或账户账目以证明欠负金额。
11. 此担保书所赋予之保证乃额外保证，不可代替或以任何形式影响贵经纪就信贷而在目前或日后持有或接受该客户或任何其他人士之任何其他保证或担保，或受有关保证或担保影响。
12. 除非此担保书有明确之相反规定，否则时间对此担保书极为重要。贵经纪在不能或延迟行使此担保书之任何部份权利、权力或补偿，亦不可视为放弃追究担保人任何个别失责行为，亦不影响或损害贵经纪有关任何其他失责或日后其他同类或不同类之失责行为之权利、权力或补偿，且贵经纪行使此担保书任何权利、权力或补偿之任何一项或部份并不损害任何其他或进一步行使有关权利、权力或补偿之其他部份，亦不损害其行使任何其他权利、权力或补偿。
13. 倘此担保书任何条款之任何条款在任何时间根据任何司法权区法例属于或成为非法、无效或无法执行，则此担保书其他条款之合法性、有效性或可执行性，或有关条款根据任何其他司法权区法例之合法性、有效性或可执行性，无论如何均不会受到影响或损害。
14. 担保人不可转让此担保书之任何权利或责任。贵经纪则可根据该服务作出转让后，将此担保书之任何权利转让予承让人。

15. 有关此担保书之各项通知均须以书面形式送交、邮递、传真或发出电邮予担保人或贵经纪各自在上文所列之地址。每份通知应在发出传真或电邮时(倘发出当日在收件人所在地并非工作日,则在发出后下一个工作日),或投递函件后两日被视为送达。
16. 倘担保人由超过一个法定团体组成,则全部有关法定团体应共同及个别承担此担保书规定之担保人责任及义务。
17. 此担保书受香港特别行政区法例监管并按该等法例诠释,担保人谨此接受香港法院的非专属司法管辖权的管辖。

担保人于上述日期签署承认本担保书。

**个人担保人**

签署、盖印并送交 )

)

姓 名: )

)

香港身份证号码/护照号码: )

签署

见证人姓名: )

地 址: )

)

职 业: )

见证人签署

**公司担保人**

公司的法团公章于公司 )

的董事及董事/秘书面前盖上。 )

)

)

董事姓名: )

)

董事签署

)

董事/秘书姓名: )

)

)

董事/秘书签署

见证人姓名: )

地 址: )

)

职 业: )

见证人签署



## M. GUARANTEE LETTER

To: ORIENT FUTURES (HONG KONG) LIMITED (the "Orient Futures (HK)" )

28F-29F, 100 Queen's Road Central, Central, Hong Kong

Date: \_\_\_\_\_

From: \_\_\_\_\_ (the "Guarantor" )

Address of Guarantor: \_\_\_\_\_  
\_\_\_\_\_

1. In consideration of Orient Futures(HK), at my/our request, making available to (name of client) \_\_\_\_\_ (the "Client" ) commodities trading facilities by way of the Futures Account Client Agreement dated \_\_\_\_\_ (such services hereinafter referred to as the "Facilities") I/we, the Guarantor irrevocably and unconditionally guarantee the full and punctual payment of ALL SUMS and indebtedness (including interest thereon) payable by the Client to Orient Futures (HK) together with costs and expenses for recovery thereof and legal costs on full indemnity basis and undertake that if for any reason the Client shall fail to pay any such sum in accordance with the terms and conditions of the said Futures Account Client Agreement the Guarantor shall immediately on demand by Orient Futures (HK) unconditionally pay that sum together with interest to Orient Futures (HK).
2. The Guarantor's liability under this guarantee shall not be discharged in whole or in part or otherwise be affected in any way by reason of (regardless of whether or not any notification whatsoever is given to the Guarantor) (i) Orient Futures (HK) giving the Client time or any other concession or taking, holding, varying, extending, cancelling, releasing, realising or not enforcing any other security for the liabilities of the Client under the Facilities, or making any compromise, dealings or settlement with the Client or Orient Futures (HK) varying the Futures Account Client Agreement with the Client, (ii) the Client's death, bankruptcy, liquidation, dissolution, receivership, ceasing business or any legal limitation or incapacity relating to the Client, (iii) the invalidity, annulment or unenforceability of the obligations of the Client under the services or Facilities (iv) any other act or omission of Orient Futures (HK) or any other circumstances which but for this provision would have discharged the Guarantor from its obligations hereunder. Any monies expressed to be payable by the Client under the Facilities which may not be recoverable from the Client for any foregoing reason shall be recoverable by Orient Futures (HK) from the Guarantor as principal debtor.
3. This guarantee is a continuing security and shall continue in effect until all sums whatsoever payable by the Client under the Facilities have been paid in full.
4. Orient Futures (HK) may enforce this guarantee without first making demand on, or taking any proceeding against, the Client and that as between the Guarantor and Orient Futures (HK), the Guarantor shall be deemed to be primary debtor.
5. The Guarantor hereby represents and warrants to and undertakes with Orient Futures (HK) that the Guarantor does not hold and will not hereafter, without the prior written consent of Orient Futures (HK), take or hold on any account whatsoever any security from the Client or any other person for the obligations and liabilities of the Client hereunder, and in the event of the Guarantor now or hereafter taking or holding any such security, whether with or without the consent of Orient Futures (HK), the Guarantor will hold their right to the same and all amounts at any time received in respect thereof in trust for Orient Futures (HK) and the Guarantor shall forthwith deposit the same and any documents relating thereto with Orient Futures (HK).
6. No payment to Orient Futures (HK) under this guarantee pursuant to any judgment or order of any court or otherwise shall operate to discharge the obligations of the Guarantor in respect of which it was made unless and until payment in full shall have been received by Orient Futures (HK).
7. Orient Futures(HK) may apply any credit balance to which the Guarantor is entitled on any account of the Guarantor with Orient Futures (HK) in or towards satisfaction of any sum then due and payable from the Guarantor hereunder.
8. If any monies paid to Orient Futures (HK) in reduction of the indebtedness under the Facilities have to be repaid by Orient Futures (HK) on the ground of fraudulent preference or on any other ground, the liability of the Guarantor shall be computed as if such monies had never been paid to Orient Futures (HK) at all.
9. The Guarantor hereby represents and warrants to Orient Futures (HK) that it has power to enter into this guarantee and to perform its obligations hereunder. The Guarantor has read and understood the contents of this guarantee and has taken independent legal advice as to the effect hereof.
10. A statement by Orient Futures (HK) or its officer as to the amount of indebtedness owing by the Client shall be conclusive evidence of such amount owing and the Guarantor shall not dispute nor call for the production of any document, accounts or records for proof of such indebtedness.
11. The security conferred by this guarantee is in addition to and not in substitution for and shall not in any way affect or be affected by any other security or guarantee which Orient Futures (HK) may now or hereafter hold or take from the Client or any other person in respect of the Facilities.
12. Save as may be expressly provided herein to the contrary, time shall be of the essence of this guarantee. No failure or delay on the part of Orient Futures (HK) to exercise any right, power or remedy under this guarantee shall operate as a waiver thereof nor shall a waiver by Orient Futures (HK) of any particular default by the Guarantor affect or prejudice the right, power or remedy of Orient Futures (HK) in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by Orient Futures (HK) of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

13. If at any time any provision of this guarantee is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this guarantee nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
14. The Guarantor may not assign any of its rights or obligations hereunder. Orient Futures (HK) may assign any of its rights hereunder to a person in favour of whom an assignment has been made under the Facilities.
15. Every notice under this guarantee shall be in writing and may be given or made by post, facsimile or cable to the Guarantor or Orient Futures (HK) at their respective addresses given above. Every notice shall be deemed to have been received, in the case of a facsimile or cable at the time of dispatch and in the case of a letter two days after its posting.
16. In the event of the Guarantor being made up of more than one legal entity, all such legal entities' liabilities and obligations as Guarantor hereunder shall be joint and several.
17. This guarantee shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Guarantor hereby submits to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS whereof the Guarantor has hereunto executed this guarantee the day and year first above written.

INDIVIDUAL GUARANTOR

SIGNED, SEALED AND DELIVERED BY )

Name: )

HKID/Passport No. )

Signature

Witness' s name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Witness' s signature

CORPORATE GUARANTOR

The Common Seal of the Guarantor was )

affixed in the presence of \_\_\_\_\_ )

a director and \_\_\_\_\_ )

Director

a director/the Secretary \_\_\_\_\_ )

Director/Secretary

Witness' s name: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Witness' s signature

## N. 伦敦金属交易所商品交易同意书 London Metal Exchange ( "LME" ) Commodity Trading Agreement

由于伦敦金属交易所商品的电子交易方式与其他期货商品有所不同，故特此向阁下说明及与阁下确认以下规则。

Due to the difference between trading LME commodities and other commodities, we hereby provide explanation and confirm the following rules with you.

1. 与其他期货商品以月份区分不同，伦敦金属交易所商品是每一交易日推出一个新的合约，所有合约以到期日子区分。

Differing from identifying commodities by month, LME futures contracts are distinguished by the prompt date as they introduce a new contract each trading day.

2. 在本公司的电子交易平台上只能买卖最新推出的3个月后到期日合约(3M)。

In our electronic trading platform, only latest introduced futures contracts with the prompt date after 3 months ( "3M" ) can be traded.

3. 即日买卖的合约，平仓只需要在电子交易平台上买入或卖出该商品的反方向3M合约。

For the day trade futures contracts, buy or sell that commodity in the opposite side of the 3M futures contracts in our electronic trading platform to square off the position.

4. 为其他到期日(非即日)合约平仓，首先在电子交易平台上买入或卖出该商品的反方向3M合约，之后致电本公司之**伦敦金属交易热线**进行合约转期手续，在得到转期调整的成交价后方为平仓完成。

To square off the positions of other prompt date (Non Day-Trade) contracts, firstly buy or sell that commodity in the opposite side of the 3M futures contracts in our electronic trading platform, then call our **LME Hotline** for doing the carry, the square-off is completed after the adjustment of the dealing price (gain/loss on carry).

5. 所有需要做合约转期调整的客户必须在成交交易后30分钟内致电本公司，否则所有交易均视为3M期货合约。

For clients who intend to do the carry, they are required to contact our company within 30 minutes after the trade is done. Otherwise, the trade will be treated as 3M futures contracts.

6. 除即日3M合约转期调整所产生的新合约不会收取手续费外，其他的转期调整合约均会收取正常手续费。

No handling fee is charged for a new contract because of the carry.

7. 合约转期调整所产生的『转期差价』(转仓差价水位)价格浮动，定价取决于我方交易商。一般是按天数、市场供求及外围市况个别订定。

The floating contango or backwardation of the carry is determined by our brokers. Generally, it depends on the number of days, supply and demand of the market, and external market condition.

8. 所有伦敦金属交易所商品合约在到期日方能完全完成交易，在到期日前所有交易仍然会记录在结单上。

All the trades of LME futures contracts will still be recorded on the statement until the prompt date.

9. 所有交易盈利在到期日前不可以提取，只能作为保证金使用。

No withdrawal is allowed before the prompt day, the amount of profit can only be used as margin.

### 例子 Example

客户甲在3月7日以价格\$9,100买入1手LME期铜合约到期日是6月7日，如今天是3月9日客户甲要平仓做法如下：

Client A buys 1 lot of LME Copper futures contracts at \$9,100 on 7 Mar, and the prompt day is 7 Jun. It is 9 Mar today and Client A does as follows to square off his position:

首先客户甲卖出1手LME 3M期铜合约(到期日是6月9日)成交价为\$9,200，之后致电本公司之**伦敦金属交易热线**要求进行合约转期，再向本公司说出刚才的成交内容及要转往的日期。(即价格\$9,200卖出1手的LME期铜3M合约要转期至到期日6月7日)

Firstly, Client A sells 1 lot of LME 3M Copper futures contracts (prompt day is 9 Jun), and the trade is done at \$9,200. He calls our **LME Hotline** for doing the carry with the provision of the trade details and the date to execute the carry (whereas to do the carry by selling 1 lot of LME 3M Copper futures contracts at \$9,200 and the prompt date is 7 Jun).

本公司实时与交易商联络并得到确认转期差价为\$1。



Our company contacts the broker at once and gets the confirmed carry at \$1 contango.

此时交易商为客户以同价\$9,200买入1手3M期铜合约，并同时卖出1手6月7日期铜合约\$9,199(转仓差价水位为\$1)，本公司通知客户甲合约转期完成并回复交易内容。

Meanwhile, the broker book buys 1 lot of 3M Copper futures contracts at the same price \$9,200, and also sells 1 lot of Copper futures contracts with the prompt date 7 Jun at \$9,199 (at \$1 contango) for Client A, our company notifies Client A of the completion of the carry and the trade details.

转期完成后客户甲的持仓是：

The position of Client A after the completion of the carry:

买入 Bid	期铜 Copper	1 手 lot	价格 Price \$9,100	价格到期日 Prompt Date: 6月7日 (7 Jun)
卖出 Ask	期铜 Copper	1 手 lot	价格 Price \$9,199	价格到期日 Prompt Date: 6月7日 (7 Jun)
买入 Bid	期铜 Copper	1 手 lot	价格 Price \$9,200	价格到期日 Prompt Date: 6月9日 (9 Jun)
卖出 Ask	期铜 Copper	1 手 lot	价格 Price \$9,200	价格到期日 Prompt Date: 6月9日 (9 Jun)

伦敦金属交易热线 LME Hotline	(852)3519 1211
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附表1 – 最新推出的3个月后期到日合约(3M)的到期日计算方式

Schedule I – Prompt date calculation method of (3M) latest introduced futures contracts with the prompt date after 3 months

今天日期 Today Date	(3M)合约的到期日 (3M) Contracts Prompt Date	说明 Explanation
2011年3月7日 (星期一) 7 Mar 2011 (Mon)	2011年6月7日 (星期二) 7 Jun 2011 (Tue)	3个月后的同一日 The same date after 3 months
2011年3月11日 (星期五) 11 Mar 2011 (Fri)	2011年6月10日 (星期五) 10 Jun 2011 (Fri)	因为3个月后的同一日是星期六所以向前移一日 One day before the prompt day after 3 months, as the prompt day is on a Saturday
2011年2月15日 (星期二) 15 Feb 2011 (Tue)	2011年5月16日 (星期一) 16 May 2011 (Mon)	因为3个月后的同一日是星期日所以向后移一日 One day after the prompt day after 3 months, as the prompt day is Sunday

请阁下细阅以上列出的说明及规则。如明白及同意以上的规则，请于以下的客户签名栏上签名确认。

Please read the explanation and rules above carefully. Kindly fill out and sign the underneath part to acknowledge, agree and confirm the above rules.

本人明白并同意以上所述。

I acknowledge and agree the explanation and rules above.



客户姓名 Client Name: \_\_\_\_\_

期货帐户号码 Futures Account No. : \_\_\_\_\_

日期 Date : \_\_\_\_\_

## O. 电话、传真及电邮指示之授权 Telephone, Fax & Email Instruction

电话、传真及电邮指示之授权及赔偿事宜

### AUTHORIZATION AND INDEMNITY IN RESPECT OF TELEPHONE, FAX & E-MAIL INSTRUCTION

本人(客户姓名: \_\_\_\_\_) 仅此授权你们按本人之「付款/转账指示」接受任何口头或书面指示, 不论该等指示是以电话、传真传递或电邮方式, 并授权你们按照指示采取行动, 本人于你们公司帐户内之款项支付予或转账至本人于 \_\_\_\_\_ 银行之帐户(帐户号码: \_\_\_\_\_)。你们依照任何声称由本人或本人之授权代表(们)如上述以电话、传真传递或以电邮方式所作出之口头或书面指示(合称「付款/转账指示」)而完成之交易, 不论有否已获本人授权, 知悉或同意, 对本人须具约束力。

I (Client Name(s): \_\_\_\_\_) hereby authorize you to accept and act on (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission or e-mail regarding payment or transfer of funds from any of my account(s) with you to my account name of the bank \_\_\_\_\_ account No.: \_\_\_\_\_ upon my payment/transfer instruction. Any transaction effected by you on the basis of instructions, oral or written, given or purported to be given by me or my authorized representative(s) by telephone, facsimile transmission or e-mail as aforesaid (collectively referred to as "Payment/Transfer Instructions") shall be binding upon me whether made with or without my authority, knowledge or consent.

本人于此承诺会应你们要求, 并按你们认为需要之该种方式及于指定时间内, 签署因你们依照上述「付款/转账指示」完成任何交易后, 而需要完成授权手续之该等档。

I hereby undertake to upon you request such documents as you may require to complete the authorization of any transaction completed in accordance with the above Payment/Transfer Instructions in such manner and with such time limit as you may in your discretion require.

兹因你们同意按照上述授权而行事, 本人承诺于任何时间赔偿你们所有直接或间接因你们接受本人的「付款/转账指示」及按此行事而引致之诉案、诉讼、索偿、损失、费用及支出。

In consideration of you agreeing to act in accordance with the above authorization, I undertake to keep you indemnified at all times against, and to save you harmless from, all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of in connection with your accepting my Payment/Transfer Instructions and acting thereon.

**客户签署 Client's Signature(s):**



客户姓名 Client Name \_\_\_\_\_

日期 Date \_\_\_\_\_

## P. “工商银行子帐户”服务申请表 (请根据需要而填写)

### " Industrial and Commercial Bank of China (Asia) Limited sub-account " Application (optional)

#### 声明

#### Declaration

本人确认及明白

I confirm and understand

- 「银行服务」是由上述中国工商银行(亚洲)有限公司提供的服务, 下称(银行服务)。  
“Banking Services” means Industrial and Commercial Bank of China (Asia) Limited (“ICBC (Asia)”) provides banking services (hereafter the “banking services”)
- 不论东方期货(香港)有限公司或其联系公司均不会就因或有关银行服务; 任何中断、阻截、暂停、延误、无法使用、损毁或任何其他导致中国工商银行(亚洲)有限公司及无法提供银行服务; 及无法按客户给予中国工商银行(亚洲)有限公司及/或东方期货(香港)有限公司或其联系公司的银行服务指示行事, 而产生的后果向客户或任何其他人士承担任何赔偿责任。  
Both Orient Futures (Hong Kong) Limited and any of its affiliate shall be not held liable to pay the compensation to the client or other person(s) for the consequences of: interruption, interception, suspension, delay, unavailability or other failure in providing the banking services; or any inability to follow the client's instruction given to Orient Futures (Hong Kong) Limited, its affiliates and ICBC (Asia) for the banking services.
- 在任何情况下, 东方期货(香港)有限公司一定不会就有关使用银行服务, 及/或中国工商银行(亚洲)有限公司及/或东方期货(香港)有限公司或其联系公司及/或任何其他第三方的行为或疏忽而导致客户蒙受任何直接、间接、相应而生或特殊的损害, 包括但不限于所有损失、费用、支出、利润上的损失、营业收入的损失或不成功实现预期的储蓄, 而对客户或任何其他人士负上任何法律责任, 即使东方期货(香港)有限公司或其联系公司已事先获悉有招致此等损失的可能。  
In all circumstances, even if Orient Futures (Hong Kong) Limited or its affiliates has been advised of possibility of such damages or loss, Orient Futures (Hong Kong) Limited and any of its affiliate shall not assume any legal liability for the losses or damages arising out of the use of banking service or resulting from the act or omission of ICBC (Asia) and/or Orient Futures (Hong Kong) Limited and/or its affiliate (whether directly, indirectly, consequentially or exceptionally suffered by the client). The losses and damages include all kind of losses, costs and expenses, revenue losses, operating losses or any losses or damages incurred as result of failure to achieve the expected saving.
- 在本申请表中所列之资料为真实、全面、正确。  
The information set out in the form is true, comprehensive and correct.
- “工商银行子帐户”是由中国工商银行提供独立存款服务, 属于东方期货(香港)有限公司银行帐户下的子帐户。透过该子帐户, 方便客户直接把款项存入东方期货(香港)有限公司为客户开立同名证券帐户。  
The service of “ICBC (Asia) sub-account” is a segregated deposit account service provided by ICBC (Asia). All sub-accounts are opened under the account of Orient Futures (Hong Kong) Limited. Through the sub-account service, the client directly deposit the money into client's Orient Futures (Hong Kong) Limited securities account opened in his/her own name.
- “工商银行子帐户”的主要作用是仅为提供快捷方便的存款服务, 客户可直接把资金存入以方便进行证券投资。  
The main purpose of “ICBC (Asia) sub-account” service is to provide fast and convenient deposit service to the client. Therefore, the client can directly deposit funds in order to facilitate their securities trading.
- “工商银行子帐户”本身并不是一般的银行帐户, 它仅为一个附带功能, 帮助客户存款到东方期货(香港)有限公司之帐户, 因此不能直接透过该子帐户进行提款或转账。客户提款, 需向东方期货(香港)有限公司发出指示, 由公司安排处理。  
The “ICBC (Asia) sub-account” is not a general bank account. It is an incidental service of deposit account with the purpose of facilitating the client's deposit. Therefore, the client cannot withdraw or transfer the money directly from his/her sub-account. If the client intends to withdraw money from the sub-account, he/she shall give the withdrawal instruction to the Orient Futures (Hong Kong) Limited for the arrangement.
- 东方期货(香港)有限公司可酌情决定是否同意本人使用上述银行服务。  
Orient Futures (Hong Kong) Limited has absolute discretion to decide whether to allow the client using the above service.

注意: 申请批核后, 大约三个工作天, 专用帐户会以电邮/ 邮寄方式通知贵客户。

Remarks: The result of application for the dedicated account will be notified to you via email/mail within three working days after the application.

客户签署 Client's Signature(s):



客户姓名 Client Name \_\_\_\_\_

日期 Date \_\_\_\_\_

<b>只供本行使用 For Official Use Only</b> <b>客户资料检验 Client Information Verified By</b>		
职员姓名 Staff Name	职员签署 Staff Signature	日期 Date
<b>信贷额及佣金 Credit Limit &amp; Commission Charges</b>		
最高信贷额 Max. Credit Limit	佣金收费 Commission Charges	其他 Others
<b>备注 Remarks</b>		

**東方期貨(香港)有限公司**  
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