



KOHLE CAPITAL MARKETS
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CLIENT AGREEMENT
客户协议

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Risk Warning: Please note that trading in forex and other leveraged products may involve a significant level of risk and is not suitable for all investors. Before undertaking any such transaction you should ensure that you fully understand the risks involved and seek independent financial advice if necessary.

风险警告：请注意，外汇和其他杠杆产品是涉及高风险的交易，因此并不适合所有投资者。在进行任何此类交易之前，请确保您完全了解所涉及的风险，并适当地寻求独立的财务建议。

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1. INTERPRETATION OF TERMS

术语解释

1.1 In this Agreement, the words shall have the following meaning:

在本协议中，以下术语具有下述含义：

“Abnormal Market Conditions” shall mean conditions contrary to Normal Markets Conditions, e.g., when there is low liquidity in the market, or rapid price movements in the market, or Price Gaps.

“异常市场状况”是指与正常市场状况相比，发生的异常市场状况，例如，市场流动性低、市场价格快速波动，或有价差时。

“Access Data” shall mean the Client’s access codes, any login code, password(s), his/her Trading Account number and any information required to make Orders with the Company.

“连接数据”是指客户端的接入代码、任何登录代码、密码、客户交易账号和向公司下买卖指示所要求的任何信息。

“Affiliate” shall mean in relation to the Company, any entity controlled directly or indirectly by the Company, any entity that controls directly or indirectly the Company, or any entity directly or indirectly under common control with the Company. For this purpose, “control” means ownership of a majority of the voting power of the Company or entity.

“关联方”，就公司而言，指公司直接或间接控制的任何实体、直接或间接控制公司的任何实体，或与公司直接或间接地受共同控制的任何实体。就此而言，“控制”是指拥有公司或实体的多数表决权。

“Agreed Process” means any process agreed between the parties in respect of a Dispute other than the Procedure for Dispute Resolution, as may be amended between the parties.

“商定程序”是指双方就争议达成的、除争议解决程序以外的任何程序，以及双方对该程序的修订。

“Applicable Rate” means:

“适用利率”是指：

(a) Federal Funds rate, if the Currency of the Trading Account is USD;

联邦基金利率，如果交易账户货币是美元；

(b) Key European Central Bank (repo) Interest Rate, if the Currency of the Trading Account is EUR.

欧洲中央银行 (repo) 利率，如果交易账户货币是欧元。

“Application to Open a Personal/Corporate Margin Trading Account” Form shall mean the “Application to open a personal/corporate Margin Trading account” form completed by the Client and accessed through the Website.

“开立个人/公司保证金交易账户”申请表是指通过网站获取的、需由客户填写的“开立个人/公司保证金交易账户申请表”。

“Ask” shall mean the higher price in the Quote being the price at which the Client may buy.

“卖出价”是指报价中较高的、客户可能购买的价格。

“Balance” shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.

“余额”是指交易账户上所有已完成交易和存取款业务的财务结果总额。

“Base Currency” shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“基础货币”是指货币对中的第一种货币，客户以其为基础买卖报价货币。

“Bid” shall mean the lower price in the Quote being the price at which the Client may sell.

“买入价”是指报价中较低的、客户可能出售的价格。

“Business Day” shall mean any day between Monday and Friday, inclusive, other than the 25th of December, or the 1st of January or any other holiday to be announced by the Company on its Website.

“营业日”是指除 12 月 25 日、1 月 1 日或公司在其网站上公布的其他任何假日外，周一至周五（包含）之间的任何一天。

“Business Hours” shall mean 8:00 a.m. to 5:00 p.m. (GMT+2) on a Business Day (Monday to Friday).

“营业时间”是指营业日（周一至周五）上午 8:00 至下午 5:00 (GMT+2)。

“CFD” means contracts for differences.

“差价合约”是指差价合约。

“Client” means an entity with whom the Company has a contract or is offering or proposing to enter into a contract for the provision of the Services.

“客户”是指与公司签有合同或正在提议或提议订立合同以提供服务的实体。

“Client Terminal” shall mean the MetaTrader program version 4 and/or 5 and/or Kohle Rapid Trader, which is used by the Client in order to obtain information of financial markets (which content is defined by the Company) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from the Company. The program can be downloaded on the Website free of charge.

“客户终端”是指 MetaTrader 程式版本 4 和/或 5 和/或柯尔高捷交易平台，客户使用该程式实时获取金融市场信息（内容由公司定义），对市场进行技术分析，进行交易，下单、修改/删除买卖指示，以及接收公司通知。该程式可在网站上免费下载。

“Company” shall mean **KOHLE Capital Markets Limited (C117022600)**, an Investment Company regulated by the Financial Services Commission, Mauritius (the “FSC”) as an Investment Dealer (Full Service Dealer, excluding Underwriting, License № (C117022600) pursuant to Section 29 of the Securities Act 2005.

“公司”是指 **KOHLE Capital Markets Limited (C117022600)**，一家受毛里求斯金融服务委员会（以下简称“FSC”）监管、根据 2005 年《证券法》第 29 条规定作为投资交易商（全套服务交易商，不包括承销，许可证编号 (C117022600)）组建的投资公司。

“Completed Transaction” shall mean two counter deals of the same size in different directions

“已完成交易”是指两笔规模相同、方向不同的相对交易。

“Opening or Closing a position” buying and then selling or selling and then buying.

“开仓和平仓”是指先买后卖或先卖再买。

“Contract Specifications” shall mean principal trading terms (Spread, Lot Size, Initial Margin, Hedged Margin etc.) for each Instrument, displayed on the Company’s Website : (www.kohlecap.com)

“合约细则”是指公司网站 (www.kohlecap.com) 上展示的、每种金融工具的主要交易条件（利差、每手数量、初始保证金、对冲保证金等）。

“CRS” shall mean the Common Reporting Standard.

“CRS”是指共同申报准则。

“Currency of the Trading Account” shall mean the currency that the Client chooses when opening the Trading Account.

“交易账户货币”是指客户在开设交易账户时选择的货币。

“Currency Pair” shall mean the object of a Transaction based on the change in the value of one currency against the other.

“货币对”是指以一种货币对另一种货币的价值变化为基础的交易对象。

“Client Information” shall mean any information or documentation that the Company receives from the Client or otherwise obtains which relates to him/her, his/her Account or the provision or the use of the Services.

“客户信息”是指公司从客户收到的或以其他方式获得的与客户、客户账户、或服务的提供或使用有关的任何信息或文件。

“Dispute” shall mean either:

“争议”是指：

(a) the conflict situation when the Client reasonably believes that the Company as a result of any action

or failure to act breaches one or more terms of the Operative Agreements; or
客户合理认为公司因任何作为或不作为而违反了有效协议中一项或多项条款时的冲突情况；或

- (b) the conflict situation when the Company reasonably believes that the Client as a result of any action or failure to act breaches one or more terms of the Operative Agreements; or
公司合理认为客户因任何作为或不作为而违反有效协议中一项或多项条款时的冲突情况；或
- (c) the conflict situation when the Client makes a deal at an Error Quote (Spike), or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Client because a the Company made a Manifest Error or because of a software failure of the Trading Platform.
客户在错误报价（尖峰）时，或在市场开盘时第一个报价进入交易平台之前，或在由于公司犯了明显错误或交易平台的软件故障的情况下按照其收到的报价进行交易而发生冲突的情况。
- (d) any dispute between the parties (i) which, in the sole opinion of the party delivering the relevant Dispute Notice, is required to be subject to the Dispute Resolution Procedure; and (ii) in respect of which a Dispute Notice has been effectively delivered.
双方之间的任何如下争议：(i) 根据争议解决程序，在发出相关争议通知的一方看来，需要遵守争议解决程序（或其他商定程序）的争议；以及 (ii) 已有效发送了争议通知的争议。

"Dispute Date" means, with respect to a Dispute, the date on which a Dispute Notice is effectively delivered by one party to the other party save that if, with respect to a Dispute, both parties deliver a Dispute Notice, the date on which the first in time of such notices is effectively delivered will be the Dispute Date. Each Dispute Notice will be effectively delivered if delivered in the manner agreed between the parties for the giving of notices in respect of this Agreement.

“争议日期”，就某争议而言，是指一方向另一方有效发送争议通知的日期，但如果就某争议而言，双方均发送了争议通知，则此类通知的第一个有效发送日期将视为争议日期。每份争议通知只要按照双方就本协议发送通知所商定的方式发送，均将视为有效送达。

"Dispute Notice" means a Written Notice served by one party to the other party stating that the party serving the notice believes that there is a Dispute.

“争议通知”是指一方向另一方送达的书面通知，指出送达通知的一方认为存在争议。

"Dispute Resolution Procedure" or "Procedure for Dispute Resolution" shall have the meaning set out under Clause 23 herein.

“争议解决程序”应具有本协议第 23 条载明的含义。

"Dormant and/or Inactive Account" shall mean any Company Client trading account where the Client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

“休眠和/或不活跃账户”是指该交易账户的客户/账户持有人/所有人在连续六 (6) 个月内未启动任何交易活动和/或不活动的任何公司客户交易账户，和/或公司在连续六 (6) 个月的时间内，未按照客户/账户持有人/所有人和/或其授权代表的指示进行与交易账户有关的任何交易的任何公司客户交易账户。

"Equity" shall mean: Balance + Floating Profit - Floating Loss.

“权益”是指：余额+浮动利润-浮动亏损。

"Error Quotes" are rates received which are transmitted to the Client's Terminal due to a system technical error.

“错误报价”是由于系统技术错误而发送到客户终端的价格。

"Error Quote (Spike)" shall mean an Error Quote with the following characteristics:

“错误报价（尖峰）”是指具有以下特征的错误报价：

- (a) a significant Price Gap; and

- 存在显著价差；以及
- (b) in a short period of time the price rebounds with a Price Gap; and
在短时间内，价格反弹并出现价差；以及
- (c) before it appears there have been no rapid price movements; and
在其出现之前，没有出现过价格的快速波动；以及
- (d) before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released; and
在其出现之前和紧接着其出现之后，没有发布重要宏观经济指标和/或公司报告；以及
- (e) a significant variance from the market pricing.
与市场定价存在显著差异。

The Company has the right to delete Error Quotes (Spikes) from the Server's Quotes Base.
公司有权从服务器的报价库中删除错误报价（尖峰）。

"Event of Default" shall have the meaning given in Clause 17 herein.
“违约事件”的含义见本协议第 17 条。

"FATCA" shall mean the Foreign Account Tax Compliance Act.
“FATCA”是指《海外账户税收合规法案》。

"Floating Profit/Loss" shall mean current profit/loss on Open Positions calculated at the current Quotes.
“浮动利润/亏损”是指按当前报价计算的持仓头寸的当期利润/亏损。

"Force Majeure Event" shall have the meaning as set out in Clause 19 herein.
“不可抗力事件”具有本协议第 19 条规定的含义。

"Free Margin" shall mean funds on the Trading Account, which may be used to open a position. It is calculated as Equity Less Necessary Margin.
“可用保证金”是指交易账户上可用于开仓的资金。计算方式为权益减去必要保证金。

"Hedged Margin" shall mean the margin required by the Company sufficient to open and maintain Matched Positions. The details for each Instrument are in the Contract Specifications.
“对冲保证金”是指公司要求的足以开立和维持匹配仓位的保证金。各种金融工具的详细信息见合约细则。

"Indicative Quote" shall mean a Quote at which the Company has the right not to accept any Instructions or execute any Orders.
“指示性报价”是指公司有权不接受任何指示或执行任何买卖指示的报价。

"Initial Margin" shall mean the margin required by the Company to open a position. The details for each Instrument are in the Contract Specifications.
“初始保证金”是指公司为开仓所要求的保证金。各种金融工具的详细信息见合约细则。

"Instruction" shall mean an instruction from the Client to the Company to open/close a position or to place/modify/delete an Order.
“指示”是指客户向公司发出的开仓/平仓或下买卖指示/修改/删除的指示。

"Instrument" shall mean any Currency Pair, Precious Metal, stock CFD, energy.
“金融工具”是指任何货币对、贵金属、股票差价合约、能源。

"Illicit Profit" shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.
“非法利润”是指违约事件和/或异常市场条件下产生的利润。

"Joint Business Day" means a day that is a Local Business Day in respect of each party.
“共同营业日”是指对各当事方而言均为营业日的某当地营业日。

"Key Terms" means, with respect to a Relevant Transaction and a party, the valuation of such Relevant Transaction and such other details the relevant party deems relevant from time to time which may include

the effective date, the scheduled maturity date, any payment or settlement dates, the notional value of the contract and currency of the Relevant Transaction, the underlying instrument, the position of the counterparties, the business day convention and any relevant fixed or floating rates of the Relevant Transaction. For the avoidance of doubt, "Key Terms" does not include details of the calculations or methodologies underlying any term.

“关键条款”，就相关交易和一方而言，是指该相关交易的估值以及相关方不时认为相关的其他细节，包括生效日期、计划到期日、任何付款或结算日期，合约的名义价值和相关交易的货币、基础工具、交易对手的头寸、营业日约定以及相关交易的任何相关固定或浮动价格。为免生疑问，“关键条款”不包括任何条款所依据的计算过程或方法的详细信息。

“Leverage” shall mean, 1:20, 1:25, 1:40, 1:50, 1:100, 1:200, 1:500, 1:1000 ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position the Initial Margin is one hundred times less than Transaction Size.

“杠杆”，就交易规模和初始保证金而言，是指 1:20、1:25、1:40、1:50、1:100、1:200、1:500、1:1000 的比率。1:100 的比率是指为了开仓，初始保证金是交易规模的百分之一。

“Long Position” shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“多头”是指一种在市场价格上涨时增值的买入头寸。对于货币对：根据报价货币买入基础货币。

“Lot” shall mean a unit of securities base currency or troy oz. of Precious Metal in the Trading Platform.

“手”是指交易平台中的证券基础货币单位或贵金属金衡盎司。

“Lot Size” shall mean the number of shares, underlying assets or units of Base Currency, or troy oz. of Precious Metal in one Lot defined in the Contract Specifications.

“每手数量”是指合约细则中规定的一手股份数量、标的资产或基础货币单位、或贵金属的金衡盎司数。

“Manifest Error” means a manifest or obvious misquote by the Company, or any market, or official price source on which the Company have relied in connection with any Transaction, having regard to the current market conditions at the time an Order is placed as determined by the Company. When determining whether a situation amounts to a Manifest Error, the Company may take into account any information in its possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. The Company will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards the Client but the fact that the Client may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an Order placed with the Company (or that the Client have suffered or may suffer any loss) will not be taken into account by the Company in determining whether there has been a Manifest Error. In respect of any Manifest Error, the Company may (but will not be obliged to):

“明显错误”是指在考虑到下达买卖指示时的当前市场状况(由公司决定)，由公司或由公司依赖(与任何交易有关的任何市场或官价的显然或明显的错误报价。在判定某种情况是否构成明显错误时，公司可能会考虑其拥有的任何资讯，包括有关所有相关市场状况的资讯以及任何资讯来源或公告的任何错误或缺乏明确性。公司在判定某情况是否构成明显错误时，公司将公平地对待客户，但客户可能由于依赖向公司下达的买卖指示而订立或避免参与的相应财务承诺，合同或交易(或客户已经遭受或可能遭受任何损失)。对于任何明显错误，公司可能(但没有义务)：

(a) amend the details of each affected Transaction to reflect what the Company in its sole and absolute discretion consider to be the correct or fair terms of such Transaction absent such Manifest Error; or
修改每项受影响交易的详细资料，以反映公司在没有明显错误的情况下，全权酌情认为是该交易的正确或公平条款；
或

(b) declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.

宣布任何或所有受影响的交易无效，在这种情况下，所有此类交易将被视为未签订。

“Margin” shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Contract Specifications for each Instrument.

“保证金”是指维持持仓头寸所需的担保资金，在合约细则中为每种工具定明。

“Margin Level” shall mean the percentage Equity to Necessary Margin ratio. It is calculated as (Equity/Necessary Margin) * 100%.

“保证金水平”是指权益与必要保证金比率的百分比。
(权益/必要保证金) *100%。

“Margin Trading” shall mean Leverage trading when the Client may make Transactions having far less funds on the Trading Account in comparison with the Transaction Size.

“保证金交易”是指客户进行交易时交易账户的资金远远小于交易规模的杠杆交易。

“Matched Positions” shall mean Long and Short Positions of the same Transaction Size opened on the Trading Account for the same Instrument.

“匹配仓位”是指为同一金融工具在交易账户上开立相同交易规模的多头和空头头寸。

“Membership Account” shall mean the Client’s official private and personal space and gateway to all the services offered by the Company including but not limited to any trading and/or non-trading activity.

“会员帐号”是指客户的官方私人空间和个人空间，以及进接公司提供的所有服务的门户，包括但不限于任何交易/非交易活动。

“Necessary Margin” shall mean the margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.

“必要保证金”是指公司要求以保持持仓头寸的保证金。各种金融工具的详细信息见合约细则。

“Normal Market Conditions” shall mean the market where there are no:

“正常市场状况”是指不存在以下情况的市场：

- considerable breaks in the Quotes Flow in the Trading Platform; and
交易平台上报价流出现大规模中断；以及
- fast price movements; and
价格快速波动；以及
- large Price Gap.
较大价差。

“Open Position” shall mean a Long Position or a Short Position which is not a Completed Transaction.

“持仓头寸”是指不属于已完成交易的多头或空头。

“Operative Agreements” shall mean this Client Agreement together with and all account Client Agreements, Policies and Procedures, as these may be found in the Website. The Client acknowledges that the Operative Agreements may be amended by the Company from time to time and the last version shall be available by accessing the website : www.kohlecap.com

“有效协议”是指本客户协议以及所有账户客户协议、政策和程序，可在网站中找到。客户承认，公司可能会不时修订有效协议，并应访问网站 www.kohlecap.com，获取最新版本。

“Order” shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

“买卖指示”是指客户向公司发出的指示，要求在价格达到买卖指示水平时开仓或平仓。

“Order Level” shall mean the price indicated in the Order.

“买卖指示水平”是指买卖指示中标明的价格。

“Precious Metal” shall mean spot gold or spot silver.

“贵金属”是指现货金或现货银。

“Price Gap” shall mean the following:

“价差”是指：

- (a) the current Quote Bid is higher than the Ask of the previous Quote; or
当前报价的买入价高于上一报价的卖出价；或
- (b) the current Quote Ask is lower than the Bid of the previous Quote.

当前报价的卖出价低于上一报价的买入价。

“Politically Exposed Person” or “PEP” shall mean someone who currently or in the last 12 months belonged to a political entity or governmental body; this extends to the immediate family members and close associates of such a person.

“政治敏感人物”即“PEP”是指目前或过去 12 个月内属于某一政治实体或政府机构的人；包括该人的直系亲属和紧密联系人。

“Quote” shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.

“报价”是指特定金融工具的最新价格信息，采用卖出价和买入价的形式。

“Quote Currency” shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

“报价货币”是指客户可以为了基础货币而购买或出售的货币对中的第二种货币。

“Quotes Base” shall mean Quotes Flow information stored on the Server.

“报价库”是指存储在服务器上的报价流信息。

For example, if the Client has a Long Position of 2.0 Lots and a Short Position of 3.0 Lots in the same Instrument, then the Long Position and 2.0 Lots of the Short Position are considered as Matched Positions and 1.0 Lot of the Short Position is not a Matched Position.

例如，如果客户在同一金融工具中持有 2.0 手多头仓位和 3.0 手空头仓位，那么多头仓位和 2.0 手空头仓位被视为匹配仓位，1.0 手空头仓位不是匹配仓位。

“Quotes Flow” shall mean the stream of Quotes in the Trading Platform for each Instrument.

“报价流”是指交易平台上对每种金融工具的报价流。

“Rate” shall mean the following:

“价格”是指：

- (a) for the Currency Pair: the value of the Base Currency in the terms of the Quote Currency; or
对于货币对：以报价货币表示的基础货币的价值；或
- (b) for the Precious Metal: the price of one troy oz. worth of the Precious Metal against the US dollar or any other currency specified in the Contract Specifications for this instrument.

对于贵金属：以美元或该金融工具合约细则中规定的任何其他货币表示的 1 金衡盎司的贵金属价格。

“Relevant Amount(s)” shall mean any free Equity in the Client’s Trading Account not used for margin purposes.

“相关金额”是指客户交易账户中不用于保证金用途的任何自由权益。

“Request” shall mean a request from the Client to the Company given to obtain a Quote. Such a Request shall not constitute an obligation to make a Transaction.

“请求”是指客户向公司发出的、要求获得报价的请求。此类请求不构成进行交易的义务。

“Relevant Transaction” means any Transaction which is subject to the Dispute Resolution Procedure.

“相关交易”是指受组合调节风险缓解方法和/或争议解决风险缓解方法约束的任何交易。

“Rollover/Interest Policy Webpage” shall mean as set out in the “Specification” page on the Company’s website and the Operative Agreements.

“展期/利息政策网页”是指公司网站“合约细则”页面中列明的内容。

“Server” shall mean the MetaTrader Server program, version 4 and/or 5 and/or Kohle Rapid Trader. The program is used to execute the Client’s Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company, subject to the Terms of the Operative Agreements.

“服务器”是指 MetaTrader 服务器程序，版本 4 和/或 5 和/或柯尔高捷交易平台。该程序用于执行客户的指示或请求，实时提供交易信息（内容由公司定义），以客户与公司之间的相互责任为对价，并受有效协议条款的约束。

“Services” shall mean the services provided by the Company to the Client as set out in Clause 5 herein.
“服务”是指本协议第 5 条列明的由公司向客户提供的服务。

“Short Position” shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.
“空头”是指一种在市场价格下跌时增值的卖出头寸。对于货币对：根据报价货币出售基础货币。

“Spread” shall mean the difference between Ask and Bid.
“利差”是指卖出价和买入价之差。

“Third party service provider” refers to an entity that the parties agree will perform all or part of the actions under the relevant provision for both parties.
“第三方服务提供商”是指双方同意为双方履行相关条款下全部或部分行动的实体。

“Trading Account” shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.
“交易账户”是指交易平台上所有已完成交易、持仓头寸、买卖指示和存款/取款交易的唯一个性化登记系统。

“Trading Account History” shall mean any of and/or all Client’s trading and/or non-trading activity including but not limited to deposits, withdrawals, credits and/or any other services offered by the Company within a Client’s account(s) with the Company, whether these derive from and/or on MetaTrader 4, MetaTrader 5 and Kohle Rapid Trader Platforms and as these may from time to time in part of or all be transferred, and/or further archived, and/or shrunk, and/or compressed, however fully accessible at any time by the Client from and/or on his/her Membership Account, private and personal space.

“交易账户历史记录”是指任何和/或所有客户的交易和/或非交易活动，包括但不限于公司在对客户公司注册的账户内的存款、取款、信用和/或公司提供的任何其他服务，无论这些记录是否源于和/或在 MetaTrader 4, MetaTrader 5 和科尔高捷交易平台上，这些资料可能会不时部分或全部被转移和/或进一步存档、缩小和/或压缩，但客户可随时从其会员帐号的私人和个人空间上进行完全取得。

“Trading Benefits Scheme” shall have the meaning given in Clause 26.1 herein.
“交易收益方案”应具有本协议第 26.1 条载明的含义。

“Trading Platform” shall mean all programs and technical facilities which provide real-time Quotes and allow Transactions to be made, Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Client and the Company. The trading platform consists of the Server and the Client Terminal including, but not limited to MetaTrader 4, MetaTrader 5 and Kohle Rapid Trader Platforms.

“交易平台”是指提供实时报价并允许进行交易、下指示/修改/删除/执行买卖指示以及计算客户和公司之间所有相互义务的所有程序和技术设施。交易平台由服务器和客户终端组成，包括但不限于 MetaTrader 4, MetaTrader 5 和科尔高捷交易平台。

“Transaction” shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under this Client Agreement and the Operative Agreements.

“交易”是指根据本客户协议和有效协议由客户或代表客户达成或签署的任何合约或交易。

“Transaction Size” shall mean Lot Size multiplied by number of Lots.
“交易规模”是指每手数量乘以手数。

“Website” shall mean the Company’s website at www.kohlecap.com or such other website as the Company may maintain from time to time for access by Clients.

“网站”是指公司网站 www.kohlecap.com 或公司不时提供给客户的其他网站连接。

“Written Notice” shall have the meaning set out in Clause 11 herein.
“书面通知”具有本协议第 11 条载明的含义。

- 1.2 All references to a statutory provision include references to:
凡提及法定条文，均包括：

- (a) any statutory modification, consolidation or reenactment of it, whether before or after the date of these Operative Agreements, for the time being in force;
当时有效的对该法定条文的任何法定修改、合并或重新颁布，不论是在这些有效协议生效日期之前或之后进行的；
- (b) all statutory instruments or orders made pursuant to it; and
所有根据其订立的法定文书或命令；及
- (c) any statutory provision of which that statutory provision is a re-enactment or modification.
其中的法律规定属于重新颁布或修改版的任何法律规定。

- 1.3 Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
表示单数的词包括复数，反之亦然；表示任何性别的词包括所有性别；表示人的词包括公司、合伙企业、其他非法人团体和所有其他法律实体，反之亦然。
- 1.4 Unless otherwise stated, a reference to a clause, party or a schedule is a reference to a clause in or a party or schedule to this Agreement respectively.
除非另有说明，否则提及某条款、当事一方或某附录时，即分别指的是本协议中的某条款、当事一方或某附录。
- 1.5 The clause headings are inserted for ease of reference only and do not affect the construction of the terms of this Agreement.
条款标题仅为方便阅读而设，不影响本协议条款的解释。
- 1.6 Any words whose meaning is not defined in this Client Agreement, shall have the meaning provided in the Operative Agreements.
本客户协议中未定义的词语具有有效协议中规定的含义。

2. INTRODUCTION

引言

- 2.1 This Client Agreement (“Agreement”) is entered by and between **KOHLE Capital Markets Limited** (hereinafter called “the Company” or “**KOHLE**”) and the Client who has completed the on-line registration form with the title “Complete your Profile”.
本客户协议由 **KOHLE Capital Markets Limited** (以下简称“公司”或 “**KOHLE**”) 与填写了名为“填写您的个人资料”的在线登记表的客户双方达成。
- 2.2 **KOHLE Capital Markets Limited** is a company registered in the Republic of Mauritius with registration No. C153797 C1/GBL.
KOHLE Capital Markets 是一家在毛里求斯共和国注册的公司，注册号为 **C153797 C1/GBL**。
- 2.3 This Client Agreement, together with the Complaint Handling Procedure, the Risk Disclosure Statement, the Order Execution Policy documents (collectively, the “Operative Agreement” or “Agreements”), as well as any other document located in the Website as these may be amended or supplemented from time to time, constitute the entire agreement between the Company and the Client. The Operative Agreements, as amended from time to time, set out the terms upon which the Company shall deal with the Client in respect of Instruments.
本客户协议，连同投诉处理程序、风险披露、买卖指示执行政策文件（统称为“有效协议”或“协议”）以及网站中的任何其他文件及其不时修订或补充构成公司与客户之间的完整协议。有效协议及其不时修订列明了公司就金融工具与客户进行业务往来时须遵循的条款。
- 2.4 The Operative Agreements shall govern all trading activity and non-trading operations of the Client with the Company and shall be read carefully by the Client. Amongst other things, they set out those matters which the Company is required to disclose to the Client under the applicable regulations.
客户与公司之间的所有交易活动和非交易操作均应遵守有效协议，且客户应仔细阅读。除其他事项外，它们还列明了根据适用规定公司须向客户披露的事项。
- 2.5 The defined terms used in this Agreement are set out in Clause 1 (“Interpretation of Terms”).
本协议中使用的定义术语见第 1 条 (“术语解释”)。

- 2.6 In relation to any Client transaction, the Company acts on a principal-to-principal basis and not as the agent on the Client's behalf. This means that unless otherwise agreed, the Company shall treat the Client as a client for all purposes and the Client shall be directly and fully responsible for performing the obligations under each transaction made by the Client. If the Client acts in relation to or on behalf of another person, whether or not the Client makes the identity of that person known to the Company, the Company shall not accept that person as an indirect client and shall accept no obligation to that person, unless otherwise specifically agreed.

就任何客户交易而言，公司以委托人对委托人的方式行事，而不是作为代理代表客户行事。即，除非另外商定，否则就所有目的而言公司均须将客户作为客户对待，且在客户作出的每笔交易下，客户须直接并全面负责履行交易下的义务。如果客户与另一人相关或代表另一人行事，不论客户是否将该人的身份告知公司，公司均不承认该人为间接客户，亦不承担对该人的任何义务，另外明确商定的除外。

3. COMMENCEMENT

生效

- 3.1 The Operative Agreements shall commence on the date on which the Client receives notice from the Company in accordance with Clause 4.1 and shall continue unless or until terminated by either party.
有效协议应自客户收到公司根据第 4.1 条发出的通知之日起开始生效，直至任何一方终止。
- 3.2 This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions in Instruments.
本协议是一项初始服务协议，涉及一系列连续的或单独的操作，包括但不限于金融工具交易。
- 3.3 The Client has no right to cancel the Agreement on the basis that it is a distance contract.
客户无权以本协议是远程合约为由取消本协议。

4. ACCOUNT ACTIVATION

账户激活

- 4.1 The Client's Trading Account shall be activated by the Company giving notice to the Client as soon as:
在以下情况下，公司应立即通过向客户发送通知的方式激活客户的交易账户：
- (a) the Company has received a completed by the Client on-line registration form with the title "Registration"; and
公司收到了已由客户填妥的名为“开立帐号”的在线登记表格；且
 - (b) the Operative Agreements have been accepted by the Client; and
客户已接受有效协议；以及
 - (c) relevant identity checks have been completed to the Company satisfaction.
相关的身份检查已经完成，并公司满意该身份检查的结果。
- 4.2 The Company reserves the right at its absolute discretion to accept or reject the Client subject to all documentation requested has been received by the Company, properly and fully completed by the Client.
公司保留自行决定接受或拒绝客户的权利，但以公司已收到要求客户填写且客户已完整填妥的所有文件为条件。
- 4.3 The Company has the right to request minimum initial deposit to allow the Client to start using his Trading Account.
公司有权要求存入最低的初始存款，以允许客户开始使用其交易账户。
- 4.4 Following the account activation, the Client shall be able to view the amount due to him/her as account balance in Client's Membership Account (Company's online portal) at all times and shall have the right to withdraw the same, on demand. As a result, the Client hereby waives the right to receive a monthly statement, as per the applicable legislation.
账户激活后，客户应随时能在客户的会员帐号（公司的在线门户）查看应支付给他/她的金额（即账户余额），并有权在提出要求后提取余额。因此，客户特此根据适用法律放弃接收月结单的权利。

5. SERVICES

Risk Warning: Please note that trading in forex and other leveraged products may involve a significant level of risk and is not suitable for all investors. Before undertaking any such transaction you should ensure that you fully understand the risks involved and seek independent financial advice if necessary.

风险警告：请注意，外汇和其他杠杆产品是涉及高风险的交易，因此并不适合所有投资者。在进行任何此类交易之前，请确保您完全了解所涉及的风险，并适当地寻求独立的财务建议。

服务

- 5.1 Subject to the Client's obligations under the Operative Agreements being fulfilled and any other rights of the Company herein in the Operative Agreements, the Company shall offer the following Services to the Client:
 在客户履行其在有效协议下的义务以及公司享有有效协议中规定的任何其他权利的前提下，公司应向客户提供以下服务：
- (a) Receive and transmit orders and/or execute (on an own account basis) orders for the Client in financial instruments.
 接收和传输及/或为客户执行（按照自有账户的方式）金融工具的买卖指示。
 - (b) Provide Foreign Currency Trading and/or Investing Services, provided they are associated with the provision of the Investment Service of Clause 5.1(a) herein.
 提供外汇交易和/或投资服务，但前提是这些服务与提供本协议第 5.1(a) 条规定的投资服务相关。
 - (c) Grant credits to a Client (as and if applicable), to allow the Client to carry out a transaction in one or more financial instruments, as described in the present clause, provided that the Company is involved in the aforesaid transaction.
 向客户授予信贷（如适用），使其可以如本条所述，在一个或多个金融工具中进行交易，但前提是上述交易必须涉及公司。
 - (d) Provide safekeeping and administration of financial instruments for the account of Client.
 为客户账户保管和管理客户的金融工具。
 - (e) Provide the Clients access to market data and research report which may be relevant for Clients' consideration;
 向客户提供对可能与客户考虑相关的市场数据和研究数据；
- 5.2 Subject to the Client's obligations under the Operative Agreements being fulfilled, the Company may enter into Transactions with the Client in Instruments specified on the Company website www.kohlecap.com
 在客户履行其在有效协议下义务的前提下，公司可与客户达成公司网站 www.kohlecap.com 上列明的金融工具交易。
- 5.3 The Company shall carry out all Transactions with the Client on an execution-only basis. The Company is entitled to execute Transactions notwithstanding that a Transaction may be not suitable for the Client. The Company is under no obligation, unless otherwise agreed in the Operative Agreements, to monitor or advise the Client on the status of any Transaction; to make margin calls; or to close out any Client's Open Positions.
 公司在与客户进行交易时只负责执行。公司有权执行交易，即使某项交易可能不适合于客户。除非有效协议中另有约定，否则公司没有义务监控或建议任何交易的状态或将其告知客户；要求追加保证金；或对客户的任何持仓头寸予以平仓。
- 5.4 Card transactions are processed via major credit card service providers.
 卡交易是通过主要的信用卡服务提供商处理。
- 5.5 The Client shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular transaction.
 客户无权要求公司提供投资建议或发表鼓励客户进行任何特定交易的任何意见陈述。
- 5.6 The Company shall not provide physical delivery of the underlying asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is deposited in/withdrawn from the Trading Account once the Transaction is closed.
 公司不得就任何交易提供金融工具标的资产的实物交付。交易结束后，以交易账户货币表示的损益将存入交易账户或从交易账户中提取。
- 5.7 The Company shall not provide personal recommendations or advice on the merits of any specific Transactions.
 公司不得就任何特定交易的优劣提供个人推荐或建议。
- 5.8 The Company may from time to time and at its discretion provide information and recommendations in

newsletters which it may post on its Website or provide to subscribers via its Website or otherwise. Where it does so:

公司可不时自行决定以通讯形式提供信息及建议，并可将其等信息及建议发布在其网站上，或通过其网站或其他方式提供给订户。如果公司这样做：

(a) this information is provided solely to enable the Client to make his/her own investment decisions and does not amount to investment advice;

其提供此类信息只是为了使客户能够自行作出投资决策，不构成投资建议；

(b) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he shall not pass it on to any such person or category of persons;

如此类信息中包含有限制向某人或某类人分发该等信息的规定，则客户同意不会将该等信息传递给任何该等人或该类人；

(c) the Company gives no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;

公司不对此类信息的完整性、准确性或任何交易的税务后果作出任何陈述、保证或担保；

(d) the Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he shall receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information service.

客户承认，在分发之前，公司可能已自行采取行动利用其所依据的信息。公司对客户收到信息的时间不做任何陈述，也不保证客户与其他客户同时收到此类信息。任何已发表的研究报告或建议均可能出现在一种或多种屏幕信息服务中。

(e) It is provided solely to assist the Client to make the Client's own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.

提供这些信息是为了帮助客户做出自己的投资决策，不构成向客户提供投资建议或主动进行金融促销。

(f) It does not necessarily take into consideration the relevant legislative or regulatory framework of the country where the Client is resident and it is the Client's responsibility to ensure compliance therewith.

这些信息不一定考虑客户居住所在国家/地区的相关法律或监管框架，客户有责任自行确保遵守这些法律或监管框架。

5.9 The Company shall have the right to request and the Client shall be obliged to provide information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client. If the Client elects not to provide such information to the Company or if the Client provides insufficient information, the Company shall not be able to determine whether the service or product envisaged is appropriate for the Client. The Company shall assume that information about his/her knowledge and experience provided from the Client to the Company is accurate and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed the Company of such changes.

公司有权要求，且客户有义务提供有关客户对投资领域的知识和经验的信息，以便评估所设想的服务或产品是否适合客户。如果客户选择不向公司提供此类信息，或者如果客户提供的信息不充分，公司将无法确定所设想的服务或产品是否适合客户。公司应假设客户向公司提供的有关其知识和经验的信息是准确的，如果此类信息不完整或具有误导性、或有变更或变得不准确，公司不对客户承担任何责任，除非客户已将此类变更告知公司。

5.10 The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that the Company shall have no obligation to inform the Client of the reasons. The Company further reserves the right to suspend, delay and/or amend the provision of any Services in the event of Abnormal Market Conditions.

公司保留随时拒绝向客户提供服务的权利，客户同意公司无义务将原因告知客户。公司还保留在异常市场条件下暂停、延迟和/或修改任何服务的权利。

- 5.11 All trade Requests are subject to size considerations. If the requested trade size is larger than the Company is able to fill at any particular moment due to market conditions, then the Order may be executed partially or the entire trade or Order may be rejected at the Company's sole discretion.
所有交易请求均受规模限制。如果在任何特定时刻根据市场条件客户请求的交易规模大于公司有能力完成的交易，则公司可自行决定分开执行买卖指示或拒绝全部交易或买卖指示。
- 5.12 Market commentary, news, or other information are subject to change and may be withdrawn at any time without notice.
市场评论、新闻或其他信息可能会有更改，也可能随时撤回，恕不另行通知。
- 5.13 The Client understands, confirms and accepts herein that any and/or all of his/her trading history in MetaTrader 4, MetaTrader 5 and/or Kohle Rapid Trader Platforms may at any time and without prior written consent and/or notice to the Client, further be archived by the Company to a single summarized line in the respective MetaTrader 4, MetaTrader 5 and/or Kohle Rapid Trader trading account, where such trading history records exceed a timeframe of one (1) month.
客户特此理解、确认和接受，当客户在 MetaTrader 4, MetaTrader 5 和/或柯尔高捷交易平台上的任何和/或所有交易历史超过一 (1) 个月的时间范围时，公司可在任何时间将它们存档到相应的 MetaTrader 4, MetaTrader 5 和/或柯尔高捷交易平台交易账户中的某个汇总行内，无需事先取得客户的书面同意和/或通知客户。
- 5.14 The Client further understands, confirms and accepts herein that such archived trading and non-trading history shall be accessible and/or downloadable at any time from and/or within the Client's Membership Account.
客户特此进一步理解、确认和接受，这些已存档的交易和非交易历史记录可随时从客户的会员帐号取得和/或下载。
- 5.15 The Company hereby confirms that Client's archived original trading history records from MetaTrader 4, MetaTrader 5 and Kohle Rapid Trader Platforms within the Client's Membership Account shall be accessible and/or downloadable by the Client at any time through his/her Membership Account.
公司特此确认，客户可随时通过其会员帐号取得和/或下载客户会员帐号内的、存档于 MetaTrader 4, MetaTrader 5 和柯尔高捷交易平台的原版交易历史记录。
- 5.16 The Company hereby confirms that all Client records and/or trading and non-trading activity, current and/or past and/or archived shall be maintained for at least seven (7) years after the termination of the business relationship with the Client and as per applicable legislative requirements.
公司特此确认，所有客户记录和/或交易和非交易活动，无论是当前的和/或过去的和/或已存档的，应按适用的法律要求在其与客户的业务关系终止后至少保存七 (7) 年。
- 5.17 The Company reserves the right to suspend, close, or unwind any Transaction which has resulted from any misconfiguration, technical error, or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity on the Client's account or multiple accounts with the Company or otherwise related or connected to any and/or all Transactions. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
公司保留暂停、关闭或撤销因任何错误配置、技术错误导致的任何交易的权利，或在其怀疑客户的某个或多个公司账户上存在任何欺诈、操纵、套利或其他形式的欺骗或欺诈活动、或与任何和/或所有交易相关或有关联的其他形式的欺诈活动时，暂停、关闭或撤销任何交易的权利。在这种情况下，公司有权撤回其认为属于不当获取的任何利润并收取公司认为必需的任何费用，且对于任何交易或利润的取消，或因暂停、关闭或平仓而造成的任何损害或损失，公司概不负责。
- 5.18 In accordance with common reporting standards, the Client agrees to submit to the Company all the necessary information about the Client (name, address, jurisdiction of residence, TIN (tax identification number), date and place of the birth, account number of the Client, and any necessary additional documents and information at the request of the Company) and agrees to the systematic and periodic transmission of bulk taxpayer information by the source country to the country of residence. The Client agrees to transfer his/her personal data to the Company, which is registered as a data controller according to the law, for identification, administrative, and business purposes necessary for the Company to fulfil its

legal and contractual obligations under this and other agreements between the parties, with rights to transfer such personal data to auditors, lawyers, financial consultants, and other service providers and counter-agents contracted by the Company.

根据共同申报准则，客户同意向公司提交有关客户的所有必要信息（姓名、地址、居住管辖区、纳税人识别号(TIN)、出生日期和地点、客户账号以及公司要求的任何必要的额外文件和信息），并同意由来源国系统性的和定期性地向居住地国传送大量纳税人信息。客户同意将其个人资料传输给已依法注册为资料控制者的公司，用于公司履行其在本协议和双方其他协议项下的法律和合约义务所必需的识别、管理和业务目的，且公司有权将这些个人资料传输给公司所聘用的审计师、律师、财务顾问及其他服务提供商及柜台服务代理人。

6. CONFLICTS OF INTEREST AND MATERIAL INTERESTS

利益冲突和重大利益

6.1 When the Company deals with or on behalf of the Client, the Company, an associate, or some other person connected or affiliated with the Company, may have an interest, relationship, or arrangement that is material in relation to the transaction concerned or that conflicts with the Client's interest. By way of example only, when the Company deals with a transaction for or on behalf of the Client the Company may be:

在公司与客户进行交易或代表客户进行交易时，公司、同事或与公司相关或有关联的其他人可能存在与相关交易有关或与客户利益冲突的重大利益、关系或安排。举例而言，当公司为客户或代表客户处理交易时，公司可以：

- (a) dealing in the respective Instrument as principal for the Company's own account by selling to or buying the Instrument from the Client; and/or
通过向客户出售或从客户购买金融工具，以公司自己的帐户作为委托人进行各金融工具的交易；和/或
- (b) matching the Client's transaction with that or another client by acting on such other client's behalf as well as on the Client's behalf; and/or
同时代表其他客户以及客户行事，撮合客户与该客户或其他客户的交易；和/或
- (c) dealing in the Instrument which the Company may have recommended to the Client (including holding a long or short position); and/or
进行公司可能已向客户推荐的金融工具的交易（包括持有多头或空头头寸）；和/或
- (d) advising and providing other services to associates or other clients of the Company who may have interests in investments or underlying assets which conflict with the Client's interests.
为可能在与客户利益冲突的投资或标的资产中享有利益关系的公司关联人或其他客户提供咨询和其他服务。

6.2 The Client consents to and authorizes the Company to deal with or on behalf of the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a transaction, without prior reference to the Client. The Company's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest when advising the Client.

客户同意并授权公司可以公司认为适当的方式与客户或代表客户进行交易，即使在交易中存在任何利益冲突或任何重大利益，无需事先告知客户。公司员工在向客户提供建议时，必须遵守独立政策，不得考虑任何此类重大利益或利益冲突。

7. COMMISSIONS, CHARGES AND OTHER COSTS

佣金、费用和其他费用

7.1 The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Contracts Specifications. The Company shall display all current commissions, charges and other costs on its Website.

客户有义务向公司支付合约细则中规定的佣金、费用和其他费用。公司应在其网站上显示所有当前的佣金、费用和其他费用。

7.2 The Company may vary commissions, charges and other costs from time to time without prior Written Notice to the Client. All changes in commissions, charges and other costs are displayed on the Company's Website and posting on the Website shall be considered due notice.

公司可不时变更佣金、收费及其他费用，无须事先书面通知客户。佣金、费用和其他费用的所有变动均显示在公司网站上，且在网站上发布应视为妥善通知。

- 7.3 The Company may from time to time deal on the Client's behalf with persons with whom the Company has a soft commission agreement which permits the Company (or another member of the Company group) to receive goods or services in return for transacting investment business with such persons or others. It is the policy of the Company in relation to such agreements to ensure that such arrangements operate in the best interest of the Client as far as practicable, for example, because the arrangements allow access to information or other benefits which would not otherwise be available.
公司可不时代表客户同与公司签订了软佣金协议的人士进行交易，该协议允许公司（或公司集团的另一成员）接收货物或服务，作为与该等人士或其他人士进行投资业务的回报。公司对此类协议的政策是，确保此类安排尽可能以客户的最佳利益为出发点，因为（举例而言）这些安排允许获取资讯或其他本不可能获得的利益。
- 7.4 The Client accepts to be notified if the Company pays commissions/fees to any third party who introduced him or who acts on the Client's behalf.
如果公司要向介绍客户或代表客户行事的任何第三方支付佣金/费用，客户同意接收通知。
- 7.5 The Client agrees in the event that his/her remaining Trading Account Balance is up to 1 EUR/USD/GBP and his/her Trading Account is closed or inactive for more than 90 calendar days, then the Company shall have the right to deduct this remaining Trading Account Balance and use it for charity purposes at its absolute discretion.
客户同意，如果其剩余交易账户余额在 1 欧元/美元/英镑（含）以下，且其交易账户关闭或不活跃超过 90 个日历日，则公司有权扣除该剩余交易账户余额，并自行决定将其用于慈善目的。
- 7.6 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the Transactions.
客户承诺支付与本协议有关的所有印花费用，提供进行交易可能需要的任何文件。
- 7.7 The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
客户应全权负责向任何相关当局（无论是政府机构还是其他机构）提交任何交易的所有备案、纳税申报表和报告，并负责缴纳任何交易产生的或与任何交易相关的所有税款（包括但不限于任何转让税或增值税）。
- 7.8 The Client shall be notified via email about processed withdrawal request and actual charges applied.
客户应通过电子邮件收到已处理的提款请求和相应的费用的通知。
- 7.9 In case the Client performs a withdrawal request without any trading activity from the last deposit made; and/or if the Client does not have any trading activity on all Clients Trading Accounts for a period equal to 6 (Six) consecutive calendar months or more starting from the last Clients' trading activity, the company will
如果客户在自上次存款之后没有在所有客户交易账户中进行任何交易活动的情况下申请提款，和/或 如客户在自上次客户交易活动之后的 6（六）个连续日历月或更长时间内没有在所有客户交易账户中进行任何交易活动，公司将会：
(a) charge the Client up to a 20% of the total withdrawal amount,
向客户收取不多於提款总额20%的手續費。
- 7.10 Charges up to 10% of the total withdrawal amount shall apply if the withdrawal amount is lower than or equal to US\$100.
如提款申請金額少於或等如100美元，公司將會向客戶收取不多於提款總額10%的手續費。
- 7.11 When making a withdrawal request, the Client should be responsible to monitor the positions of each instruments, in order to meet the Margin Level as set out by the Company. The stop-out (or liquidation MT4 margin level) is 50%, for details please refer to Product Specifications.
當申請提款時，客戶有責任監控每種工具的头寸，以达到公司规定的保证金水平。止损（或清算MT4保证金水平）为50%，

有关详细信息，请参阅产品规格。

8. CURRENCY AND PAYMENTS

货币和付款

- 8.1 The Company is entitled, without prior notice to the Client, to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Operative Agreements or any Transaction. Any such conversion shall be effected by the Company in such manner and at such rates as the Company may in its discretion determine, having regards to the prevailing rates for freely convertible currencies.
公司有权在不事先通知客户的情况下，进行公司认为必要或可取的任何货币兑换，以履行其在有效协议或任何交易项下的义务或行使其权利。任何此类兑换均须由公司按其酌情决定的方式及汇率进行，并须考虑自由兑换货币的现行汇率。
- 8.2 All foreign currency exchange risk arising from any Transaction or from the compliance by the Company with its obligations or the exercise by it of its rights under the Operative Agreements will be borne by the Client. 因任何交易或因公司履行其在有效协议项下的义务或行使其在有效协议项下的权利而产生的所有外汇兑换风险将由客户承担。
- 8.3 The Client may deposit funds to his/her Trading Account at any time [for any Services provided or to be provided by the Company].
客户可随时将资金存入其交易账户[为公司已提供或将要提供的任何服务的代价]。
- 8.4 Funds deposits and withdrawals to/from the Trading Account shall be governed by the Regulations for Non-Trading Operations.
进出交易账户的资金存取应遵守非交易业务规则。
- 8.5 If the Client has an obligation to pay any amount to the Company which exceeds the Equity on his/her Trading Account, the Client shall pay the amount representing the excess within 2 working days of the obligation arising.
如果客户有义务向公司支付超过其交易账户权益的任何金额，客户应在义务产生后的2个工作日内支付超额部分的金额。
- 8.6 The Client acknowledges and agrees (without prejudice to any of the Company's other rights under the Agreement to close out the Client's Open Positions and exercise other default remedies against the Client) that where a sum is due and payable to the Company in accordance with the Operative Agreements and sufficient cleared funds have not yet been credited to the Client's Trading Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights under the Operative Agreements.
客户承认并同意（在不影响公司在本协议项下为客户的持仓头寸予以平仓和对客户行使其他违约补救的任何其他权利的情况下），如果存在根据有效协议到期应付给公司的款项，且尚未将足够的清算资金记入客户交易账户，公司有权认为客户未向公司付款，并有权行使其在有效协议项下的权利。
- 8.7 The Company shall update on a regular basis the available payment system on the deposit & withdrawal section. The availability of each payment system may differ depending on country of residence therefore the payment systems available shall be located in the Client Portal.
公司应在存款和取款部分定期更新可用的支付系统。每个支付系统的可用性可能因居住国/地区而异，因此可用的支付系统应设于客户端门户。

9. LIMITATIONS OF LIABILITY AND INDEMNITY

责任限制和赔偿

- 9.1 In the event the Company provides advice, information or recommendations to the Client, the Company shall not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Operative Agreements, any Transaction following such inaccuracy or mistake shall

nonetheless remain valid and binding in all respects on both the Company and the Client.

如果公司向客户提供建议、资讯或推荐，公司对此类建议、资讯或推荐是否可以盈利概不负责。客户承认，在没有欺诈、故意违约或重大过失的情况下，公司对客户因公司提供给客户的任何资讯（包括但不限于与任何交易有关的资讯）的任何不准确或错误而遭受的任何损失、成本、费用或损害概不负责。在公司有权在有效协议规定的特定情况下撤销或终止任何交易的前提下，按照此类不准确或错误而进行的任何交易仍然应该有效，并在所有方面对公司和客户均具有约束力。

9.2 The Company shall not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from:

公司对客户因以下原因而产生的任何直接、间接损失、或费用概不负责：

- (a) any error or failure in the operation of the Trading Platform or any delay caused by the Client Terminal;
交易平台运行发生错误、故障或客户终端造成的延误；
- (b) Transactions made via the Client Terminal;
通过客户终端进行的交易；
- (c) any failure by the Company to perform any of its obligations under the Operative Agreements as a result of a cause beyond its control; or
公司因其无法控制的原因未能履行其在有效协议项下的任何义务；或
- (d) acts, omissions or negligence of any third party.
任何第三方的行为，疏忽或过失。

9.3 The Client shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any failure by the Client to perform any of the Client's obligations under the Operative Agreements.

对于公司因客户未能履行其在有效协议项下的任何义务而直接或间接遭受或招致的任何性质的所有责任、成本、索赔、要求和费用，客户应赔偿公司，并根据公司要求予以赔偿。

9.4 The Company shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Operative Agreements, unless otherwise agreed in writing.

对于客户可能遭受的与有效协议有关的任何相应的特殊或间接损失、利润损失、机会损失（包括与后续市场变动有关的损失）、成本、费用或损害，公司在任何情况下概不负责，除非另有书面约定。

10. COMMUNICATIONS

沟通

10.1 The rules of communication between the Client and the Company are set out in the Operative Agreements.

客户与公司之间的沟通规则参见有效协议。

10.2 The Client shall give Instructions and Requests only via the Client Terminal, in accordance with the Operative Agreements.

根据有效协议，客户只能通过客户终端发出指示和请求。

11. WRITTEN NOTICE

书面通知

11.1 Any Written Notice given under this Agreement may be made as follows:

本协议下的任何书面通知可通过如下方式发出：

- (a) Trading Platform internal mail;
交易平台内部邮件；
- (b) email;
电子邮件；

- (c) telephone call
电话;
- (d) post; or
邮寄; 或
- (e) information published on the Company News Webpage.
在公司新闻网页上发布的信息。

11.2 All contact details provided by the Client, e.g. address or email address as last notified shall be used as applicable. The Client agrees to accept any notices or messages from the Company at any time.
应视情况使用客户最新提供的联系方式，如最近通知的地址或电子邮件地址。客户同意随时接收公司的任何通知或信息。

11.3 Any such Written Notice shall be deemed to have been served:
任何此类书面通知应视为在以下时间点送达：

- (a) if sent by email, within one hour after emailing it;
如果通过电子邮件发送，则在发送电子邮件后一小时内送达；
- (b) if sent by Trading Platform internal mail, immediately after sending it;
如果通过交易平台内部邮件发送，则在发送后立即送达；
- (c) if sent by post, seven calendar days after posting it;
如果采用邮寄，则在邮寄后七个日历日内送达；
- (d) if posted on the Company News Webpage, within one hour after it has been posted.
如果在公司新闻网页上发布，则在发布后一小时内送达。

12. AMENDMENT AND TERMINATION

修订和终止

12.1 The Client acknowledges that the Company has the right to unilaterally modify the terms and conditions of the Operative Agreements at any time and at its sole discretion, giving Written Notice to the Client by email and/or by posting the modification on the Company Website and the Client shall have an option to terminate the Operative Agreements by giving Written Notice.

客户承认，公司有权在任何时候自行决定单方面修订有效协议的条款和条件，通过电子邮件和/或在公司网站上发布修订内容的方式向客户发出书面通知，且客户有权通过发出书面通知终止有效协议。

12.2 Both parties to the Agreement can terminate by giving Written Notice to the other Party.
协议双方均可向另一方发出书面通知终止本协议。

12.3 Upon termination of this Agreement or any of the Operative Agreement, the Company shall be entitled without prior notice to the Client to cease to grant the Client access to the Trading Platform.
本协议或任何有效协议终止后，公司有权在不事先通知客户的情况下停止授予客户进入交易平台的权利。

12.4 Upon termination of this Agreement, all amounts payable by the Client to the Company shall become immediately due and payable including (but without limitation):
本协议终止后，客户应向公司支付的所有款项应立即到期应付，包括（但不限于）：

- (a) all outstanding fees, charges and commissions;
所有未付的费用、收费和佣金；
- (b) any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's investments to another investment firm; and
终止本协议所产生的任何交易费用，以及将客户的投资转让给另一家投资公司所产生的费用；以及
- (c) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf.
在公司代表客户关闭任何交易或解决或终结未履行的义务时发生的任何损失和费用。

- 12.5 The Company, under the terms and conditions of the Operative Agreements, reserves the right at its absolute discretion, to disable the Client's account without prior notice in case it places abnormal number of erroneous requests which creates an extra-load to the Company's servers and can cause negative trading experience to the other clients of the respective servers. Erroneous requests may include but not limited to invalid stops or modifications, wrong TP (take profit) or SL (stop loss), over limit volume or number of orders, requests with not enough account funds and others.

根据有效协议的条款和条件，如果客户的账户出现异常数量或错误的请求，从而给公司服务器造成额外负载，并可能给相应服务器的其他客户带来负面交易体验，则公司保留其绝对酌情决定权，在不事先通知的情况下禁用该客户的账户。错误请求可能包括但不限于无效的停止或修改、错误的获利（TP）和止损（SL）、超过限制的买卖指示量或数、账户资金不足时的请求等。

13. PERSONAL DATA AND RECORDING OF TELEPHONE CALLS

个人资料及电话录音

- 13.1 The Company may use, store or otherwise process personal information provided by the Client in connection with the provision of the Services.
公司可以使用、储存或以其他方式处理客户提供的与提供服务有关的个人资料。
- 13.2 If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays a fee.
如果客户是个人，公司有义务应客户要求向客户提供其持有的有关该客户的个人资料（如有）的副本，前提是客户需支付费用。
- 13.3 By entering into this Client Agreement and/or Operative Agreements, the Client expressly consents to the Company transmitting the Client's Information to any third parties which may require same in order to effectively implement the Services or effectively executing any operational function performed by the Company to Client (e.g. refunding the Client his money).
签订本客户协议及/或其他有效协议即表示客户明确同意公司向可能需要此类资料以便有效执行服务或有效地为客户履行任何运营职能（如退还客户的款项）的任何第三方传输客户的资料。
- 13.4 Telephone conversations between the Client and the Company may be recorded. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of the Instructions/Requests or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.
客户和公司之间的电话交谈可能会被记录下来。任何记录均属公司全权所有，且客户接受该记录作为指示/请求或该对话记录的最终证据。客户同意，公司可向任何法院、监管机构或政府机构提交此类笔录记录的副本。

14. CONSENT TO DIRECT CONTACT

同意直接联系

- 14.1 The Client accepts that the Company, for the purpose of marketing financial services and products, may, from time to time, make direct contact with the Client by telephone or otherwise upon the Client's consent. Once such a consent is obtained the Client agrees to such communications and agrees that the Client shall not consider such communication a breach of any of the Client's rights under any relevant data protection and/or privacy regulations. The Client may opt out of receiving such communications by sending the Company an e-mail at: cs@kohlecap.com
客户接受，公司在经客户同意后，可不时以电话或其他方式与客户直接联系推销金融服务及产品。一旦获得此类同意，客户将同意接收此类通信，并同意不会将此类通信视为违反客户在任何相关资料保护和/或隐私条例下任何权利的行为。客户可向公司的 cs@kohlecap.com 发送电子邮件，选择不接收此类通信。
- 14.2 The Client accepts that the Company, for the purpose of complying with FATCA and CRS, shall have the right to request any information or documentation reasonably required and the Client shall be obliged to provide the same to the Company immediately.
客户接受，为了遵守 FATCA 和 CRS，公司有权要求客户提供任何合理的资讯或文件，且客户有义务立即向公司提供此类资讯或文件。

15. CONFIDENTIALITY AND WAIVER

保密和弃权

15.1 The information which the Company holds about the Client is confidential and shall not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature shall be treated as such, provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company. Information of a confidential nature shall only be disclosed to any person, in the following circumstances:

公司持有的有关客户的资讯是保密的，不得用于除提供服务以外的任何目的。具有保密性质的资讯应被视为保密资讯，前提是在公司收到此类资讯时其没有进入公共领域或由公司合法拥有，且在公司收到该资讯时不受保密或不披露义务的约束。只有在以下情况下，才可披露保密资讯：

- (a) in compliance with the Foreign Accounting Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS);
履行《外国会计税务合规法》(FATCA) 和《共同申报准则》(CRS)；
- (b) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company;
在法律要求或监管和执法机构、法院和对公司有司法管辖权的类似机构要求时；
- (c) to investigate or prevent fraud or other illegal activity;
用于调查或者预防欺诈或者其他违法行为；
- (d) to those members of the Company personnel who require information thereof for the performance of their duties under the Operative Agreements or to any third party in connection with the provision of Services to the Client by the Company;
披露给为履行有效协议项下的职责而需要相关资讯的公司人员，或与公司向客户提供服务有关的任何第三方；
- (e) for purposes ancillary to the provision of the Services or the administration of the Client's Trading Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
为了提供与服务配套或管理客户交易账户的目的，包括但不限于信用或身份查询或评估目的；
- (f) at the Client's request or with the Client's consent;
应客户要求或经客户同意；
- (g) to the Company's consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
披露给公司的顾问、律师、审计师，前提是在每一种情况下，相关专业人士应了解此类资讯的保密性质，并承担本协议规定的保密义务；
- (h) In judicial proceeding between the Company and the Client.
在公司和客户之间的司法程序中。

16. TIME OF ESSENCE

时间的关键性

16.1 Time shall be of the essence in the Operative Agreements.
时间在有效协议中至关重要。

17. DEFAULT

违约

17.1 Each of the following constitutes an "Event of Default":
以下每一种情况均构成“违约事件”：

- (a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Operative Agreements;
客户未能提供任何初始保证金和/或对冲保证金, 或根据有效协议应支付的其他款项;
- (b) the failure of the Client to perform any obligation due to the Company;
客户未能履行其应向公司承担的任何义务;
- (c) the initiation by a third party of proceedings for the Client's bankruptcy (if the Client is an individual) or for the Client's winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a company or body corporate) or (in both cases) if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
第三方就客户破产(如果客户是个人)或就客户清盘提起了诉讼, 或就客户或客户的任何资产任命了管理人或接管人(如果客户是公司或团体法人), 或(在两种情况下)客户与客户债权人达成了安排或和解, 或启动了就客户而言任何等效或类似于上述任何一项的任何程序;
- (d) where any representation or warranty made by the Client in Clause 18 herein is or becomes untrue;
客户在本协议第 18 条中所作的任何陈述或保证不真实或变得不真实;
- (e) the Client is unable to pay the Client's debts when they fall due;
客户到期不能清偿债务;
- (f) the Client (if the Client is an individual) dies or becomes of unsound mind; or
客户(如果客户是个人)死亡或变得精神失常; 或
- (g) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Clause 17.2 herein.
公司合理认为有必要或应当采取本协议第 17.2 条规定的任何行动的任何其他情况。
- (h) the Client attempts and/or performs any of the actions which shall be determined by the Company as fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in the Client's account or accounts with the Company;
客户在客户账户或在公司的帐户执行了和/或试图执行任何公司认定为欺诈、操纵、掉期套利或其他形式的欺骗或欺诈活动的行为;
- (i) The Client has carried out trading:
客户进行了具有以下特征的交易:
- which can be characterized as excessive without a legitimate intent, to profit from market movements;
可被定性为没有合法意图的过度交易, 以从市场波动中获利;
 - while relying on price latency or arbitrage opportunities;
依赖于价格延迟或套利机会;
 - which can be considered as market abuse;
可视为市场滥用;
 - during Abnormal Market Conditions.
在异常市场状况期间。

17.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following steps:

如果发生违约事件, 公司可在任何时候, 在无需事先书面通知的情况下, 自行决定采取以下一项或多项措施:

- (a) close out all or any of the Client's Open Positions at current Quotes;

以当前报价为客户的所有或任何持仓头寸平仓；

- (b) debit the Client's Trading Account(s) for the amounts which are due to the Company;
从客户的交易账户中扣除应付给公司的款项；
- (c) close any or all of the Client's Trading Accounts held with the Company;
关闭客户在公司的任何或所有交易账户；
- (d) refuse to open new Trading Accounts for the Client;
拒绝为客户开立新的交易账户；
- (e) adjust the Client's trading account balance to remove illicit profit.
调整客户的交易账户余额，以取缔非法利润。

18. REPRESENTATIONS AND WARRANTIES

陈述和保证

18.1 The Client represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated each time the Client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:

客户向公司陈述并保证，并同意在每次客户根据当时的情况发出指示或请求时，均视为重申了这些陈述和保证：

- (a) the information provided by the Client to the Company in the "Complete your Profile" Form and the Operative Agreements and at any time thereafter is true, accurate and complete in all material respects;
客户通过“填写您的个人资料”表格及有效协议向公司提供的资讯，在其后任何时间，在所有重大方面，均真实、准确、完整；
- (b) the Client has read and fully understood the terms of the Operative Agreements including the Risk Disclosure Statement;
客户已阅读并完全理解有效协议的条款，包括风险披露；
- (c) the Client is duly authorized to enter into the Operative Agreements, to give Instructions and Requests and to perform its obligations thereunder;
客户经正式授权签订有效协议、发出指示和请求以及履行其在这些协议项下的义务；
- (d) the Client acts as principal;
客户以委托人身份行事；
- (e) the Client is an individual who has completed a "Complete your Profile" Form or, if the Client is a company, the person who has completed "Complete your Profile" Form on the Client's behalf is duly authorized to do so;
客户是填写了“填写您的个人资料”表格的个人，或者，如果客户是一家公司，则代表客户填写了“填写您的个人资料”表格的个人拥有填写此表的合法授权；
- (f) all actions performed under the Operative Agreements shall not violate the applicable regulations or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected;
在有效协议项下采取的所有行动不得违反适用条例或适用于客户或客户居住的司法管辖区的任何法律、条例、规章、细则或规则，或客户受其约束或客户资产受其影响的任何协议；
- (g) the Client consents to the provision of the information of the Operative Agreements by means of the Website and/or any other means which the Company chooses at its sole discretion;
客户同意通过网站和/或公司自行选择的任何其他方式提供有效协议的资讯；
- (h) the Client confirms that he/she has regular access to the internet and consents the Company provides him/her with information, including, without limitation, information about amendments to the terms

and conditions, costs, fees, the Operative Agreements, Policies, Procedures and information about the nature and risks of investments by posting such information on the Company's Website;

客户确认拥有定期连接互联网的渠道，并同意公司通过在公司网站发布的方式向其提供包括但不限于条款和条件的修订资讯、成本、费用、有效协议、政策、程序以及与投资性质和风险相关的资讯；

- (i) The Client hereby represents that the purpose of his/her transactions with the Company is one or more of the following:

客户特此声明，其与公司进行交易的目的是以下一项或多项：

- Speculative;
投机；
- Hedging;
对冲；
- Investments;
投资；
- Intraday Trading;
日内交易；
- Manage Risk.
管理风险。

In the event where the purpose is other than the above, or at any stage during the course of the Operative Agreements the purpose changes, the Client undertakes the strict obligation to notify the Company.

如果是上述之外的目的，或在有效协议期间的任何阶段，交易目的发生变化，客户承担通知公司的严格义务。

- (j) The Client hereby represents that the nature of business for entering into the present Agreement is one or more of the followings:

客户特此声明，签订本协议的业务性质为以下一项或多项：

- Trading in CFDs;
差价合约交易；
- Trading in Forex;
外汇交易；
- Trading in CFDs in Commodities;
商品差价合约交易；
- Trading in CFDs in Precious Metals;
贵金属差价合约交易；
- Trading in CFDs on Indices;
指数差价合约交易；

In the event where the nature is other than the above, or at any stage during the course of the Operative Agreement the nature changes, the Client undertakes the strict obligation to notify the Company.

如果是上述之外的性质，或在有效协议期间的任何阶段内，性质发生变化，客户承担通知公司的严格义务。

- 18.2 In addition to all other rights and remedies available to it, the Company has the right to render any position voidable or to close out any or all positions at the current Quotes at any time, at its absolute discretion, if the Client breaches Clause 18.1 herein.

除所有其他可用的权利和补救措施外，如果客户违反本协议第 18.1 条，公司有权随时自行决定撤销任何头寸或以当前报价为任何或所有头寸予以平仓。

19. FORCE MAJEURE

不可抗力

19.1 The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

公司可合理判断存在不可抗力事件，在这种情况下，公司将在适当时候采取合理措施通知客户。不可抗力事件包括但不限于：

(a) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments;

公司合理认为会阻碍公司维护一项或多项金融工具的市场秩序的任何行为、事件或现象（包括但不限于任何罢工、暴乱或内乱、恐怖主义、战争、天灾、意外事故、火灾、洪水、风暴、供电中断、电子、通信设备或供应商故障、民众动乱、法律规定、封锁）；

(b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; or

任何市场被暂停、清算或关闭，或与公司报价相关的任何事件被中止或失败，或对任何此类市场或任何此类事件的交易施加了限制或特殊或不寻常的条款；或

(c) Abnormal Market Conditions.

异常市场状况。

19.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) the Company may without prior Written Notice and at any time take any of the following steps:

如公司合理认为存在不可抗力事件（在不损害任何其他根据有效协议享有的权利的原则下），则可在不事先书面通知的情况下采取以下任何措施：

(a) increase margin requirements; or

增加保证金要求；或

(b) close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate; or

以公司善意认为合适的价格将任何或全部持仓头寸予以平仓；或

(c) suspend or freeze or modify the application of any or all terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; or

暂停、冻结或修改有效协议中任何或所有条款的应用，但仅限于该等不可抗力事件使公司无法或不能履行该等条款的范围内；或

(d) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.

就公司，客户和其他客户的状况，采取或不采取公司认为合理适当的所有其他措施。

20. MISCELLANEOUS

其他规定

20.1 The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.

公司有权以任何正当理由（包括异常市场状况）随时中止客户的交易账户，並可以向客户发送或不发送书面通知。

- 20.2 The Company reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company or otherwise related or connected to any and/or all Transactions. Under such circumstances the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
公司保留暂停、平仓或撤销因任何错误配置、技术错误导致的任何交易的权利，或在其怀疑客户的某个或多个客户账户上存在任何欺诈、操纵、套利或其他形式的欺骗或欺诈活动、或与任何和/或所有交易相关或有关联的其他形式的欺诈活动时，暂停、关闭或撤销任何交易的权利。在这种情况下，公司有权撤回其认为属于不当获取的任何利润并收取任何费用，且对于任何交易或利润的取消，或因暂停、平仓或撤销而造成的任何损害或损失，公司概不负责。
- 20.3 In the event that a situation arises that is not covered under the Operative Agreements, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
如果出现有效协议未涵盖的情况，公司将本着诚信和公平的原则解决问题，并在适当情况下采取符合一贯市场惯例的行动。
- 20.4 No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Operative Agreements or at law.
公司一次行使或部分行使、不行使或延迟行使任何权利、权力或补救措施（根据这些条款或依据法律）不构成公司对该权利、权力或补救措施的放弃，亦不损害或阻止其根据有效协议或依据法律对该项或任何其他权利、权力或补救措施的行使或进一步行使。
- 20.5 Any liability of the Client to the Company under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
客户在有效协议项下须对公司承担的任何法律责任，可由公司行使绝对酌情决定权，全部或部分予以缓解、复合、作出让步或延后，但不影响就该等法律责任或没有豁免、缓解、复合、作出让步或延后的法律责任所享有的任何权利。公司对有效协议任何条款下的违约或不履责行为的豁免，不构成其对任何其他违约或不履责行为的豁免，亦不影响其他条款。公司对有效协议任何条款下的违约或不履责行为的豁免，不妨碍公司此后要求客户履行该项被豁免的义务。
- 20.6 The rights and remedies provided to the Company under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.
有效协议下向公司提供的权利和补救措施是累积性的，不排除法律规定的任何权利或补救措施。
- 20.7 The Company may assign the benefit and novate the burden of the Operative Agreements to a third party in whole or in part, provided that such transferee agrees to abide by the terms of the Operative Agreements. Such assignment or novation shall come into effect ten Business Days following the day the Client is deemed to have received notice of the assignment or novation in accordance with the Operative Agreements.
公司可将有效协议的全部或部分利益转让及负担更替予第三者，但该受让人须同意遵守有效协议的条款。该转让或约务更替应在客户被视为已收到根据有效协议发出的转让或约务更替通知后十个营业日生效。
- 20.8 If any term of the Client Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Client Agreement or the Operative Agreements, but the enforceability of the remainder of Operative Agreements shall not be affected.

如果客户协议的任何条款（或任何条款的任何部分）因任何原因被具有司法管辖权的法院认定为不可执行，则该条款在该范围内应被视为是可分割的，不构成客户协议或有效协议的一部分，但有效协议的其余部分的可执行性不受影响。

- 20.9 The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Operative Agreements without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

未经公司事先书面同意，客户不得转让、委托或以其他方式让与、或意图转让、委托或以其他方式让与客户在有效协议项下的权利或义务，任何违反本条款的转让，委托或让与均无效。

- 20.10 Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

当客户由两人以上组成时，与公司订立的任何协议所规定的责任和义务应当是连带的。向构成客户的其中一人发出的任何警告或其他通知，须视为已向构成客户的所有人发出。由构成客户的其中一人发出的任何买卖指示，须视作由构成客户的所有人发出。

- 20.11 In the event of the death or mental incapacity of one of the persons which form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor Account Holder(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

如果构成客户的其中一人死亡或精神残疾，公司或其被提名人持有的所有资金将以幸存者账户持有人为受益人并执行其命令，并且该等幸存者将承担客户对公司的所有义务和责任。

- 20.12 The Client accepts and understands that the Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein. If there is any inconsistency or ambiguity between the English version and the Chinese version of this Client Agreement and/or the Operative Agreements, the English version shall prevail.

客户接受并理解，公司的官方语言为英语，客户应始终阅读并参考主网站，了解公司及其活动的所有资讯和披露。在公司的网站上以英语以外的语言提供的翻译或资讯仅供参考，对公司不具有约束力或任何法律效力，公司对其中资讯的正确性不承担任何责任。如客户协议和/或有效协议中、英文两个版本有任何抵触或不相符之处，应以英文版本为准。

- 20.13 The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of \$5 or equivalent per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:

公司根据本协议的条款和条件并依照公司的内部政策和程序，保留绝对酌情决定权，可针对在连续六 (6) 个月不活动期间和/或之后制定休眠账户政策和/或对任何休眠和/或不活跃账户每月收取 5 美元或同等金额的手续费和/或关闭该交易账户，相关情况如下所述：

- (a) Where a Client has not transacted with the Company for a period of six (6) consecutive months and the Company will deem the trading account to be dormant and/or inactivate;

客户连续六 (6) 个月未与公司进行交易，且公司认为该交易账户处于休眠和/或不活跃状态；

- (b) Where a Client's dormant and/or inactivate account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee of \$5 or equivalent per month and as this may be amended from time to time by the Company;

如果客户的休眠账户和/或不活跃账户现金余额为正数，公司保留其绝对酌情决定权，每月征收和/或收取 5 美元或同等金额的手续费，且公司可不时对此进行修订；

- (c) Where a Client makes a genuine attempt to resolve their account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion;

如果客户确实试图处理其账户余额，公司保留自行决定放弃任何和/或所有付款和/或费用的权利；

- (d) Where a Client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of \$5 or equivalent per month shall not be imposed the Company, however, the Company will reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

如果客户的休眠账户和/或不活跃账户的现金余额为零，则公司不应每月收取 5 美元或同等金额的手续费，但公司将保留在账户连续六 (6) 个月不活动时和/或之后关闭该等账户的权利。

20.14 In the case where the Client opens a swap-free Trading Account or Accounts, the Client acknowledges and agrees to the following:

如果客户开立一个或多个无隔夜利息交易账户，客户承认并同意：

- (a) If the Company suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s) or otherwise related or connected to any and/or all Transactions, then the Company reserves the right, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all Transactions made in the account and decline from accepting any further requests from the Client to be exempted from any swaps;

如果公司怀疑客户账户中存在任何欺诈、操纵、掉期套利或其他形式的欺骗或欺诈活动或与任何和/或所有交易相关或有关联的此类活动，则公司有权自行决定为客户交易账户中的所有持仓头寸予以平仓，并扣减或增加对该账户中进行的所有交易收取的罚款（相当于隔夜利息和/或任何利润金额），并拒绝接受客户提出的免除隔夜利息的任何进一步请求；

- (b) The Client acknowledges and agrees to:

客户承认并同意：

- (i) trade only with instruments shown in the Operative Agreements; and

只会以有效协议中所列的金融工具进行交易；以及

- (ii) the swap free charge for all positions open as these may be defined and/or issued by the Company from time to time (inclusive of the day of the position is opened and/or closed) and as such charges and duration is provided within the Specification for swap free accounts section on the Website;

公司不时（包括该头寸的建仓日和/或平仓日）指定和/或发布的所有未平仓的无隔夜利息费用，该等费用和期限将在网站的“无隔夜利息账户合约细则”部分中规定；

- (c) The Client acknowledges and accepts herein that, the Company reserves the right upon its sole discretion, from time to time, and/or at any time to:

客户特此承认并接受，公司保留随时和/或不时自行决定以下事项的权利：

- (i) amend the swap free charge; and/or

修改无隔夜利息收费；和/或

- (ii) amend the Instruments provided by posting on the swap free accounts section, following which such amendments/changes shall be effective on the date stated thereof; and/or

通过在无隔夜利息账户部分发布的方式修改所提供的金融工具，在发布之后修改/变更应在所述日期开始生效；和/或

- (iii) discontinue the swap free Trading Account without issuing further warning to the Client.

终止无隔夜利息交易账户，无需向客户发出进一步警告。

20.15 In the event that the Company determines, in its sole discretion, that an Order(s) submitted by the Client

is clearly erroneous, the Company reserves the right to disable the relevant account of the Client to Close Only Mode. A 'clearly erroneous order' is defined as, but shall not be limited to, an order at a price substantially different from, or inconsistent with, the prevailing market for any given tradeable financial instrument on a trading day or, as applicable, outside the traded range for any given tradeable financial instrument for a particular moment in time that may be in question.

倘公司决定(公司有权自行决定)认为客户提交的买卖指示有明显错误, 公司保留禁用客户相关账户的权利并设为仅平仓模式。“有明显错误的买卖指示”包括但不限于价格与交易日任何可交易金融工具的现行市场大不相同或不一致的买卖指示, 或者(如适用)处于相关的某段特定时间内任何可交易金融工具的交易范围之外。

If the Company disables the Client's account to Close Only Mode, it means that the Client shall not be permitted to open any new Transactions or increase exposure under existing Transactions, but the Client shall be permitted to close, part close or reduce exposure under the existing Transactions.

如果公司禁用客户账户并设为仅平仓模式, 则意味着不允许客户在现有交易下开立任何新交易或加仓, 但应允许客户在现有交易下平仓、部分平仓或减仓。

The right of the Company to disable the account is subject to prior notification of the Client. The Company shall give the Client either oral or a written (includes electronic) notice of its intention to disable the account. The Client shall have three (3) working days from the date of notice to withhold all clearly erroneous Orders. In the event that the Client has failed to do so, the Company shall disable the account as stated above until any of the erroneous Orders is ineffective.

公司在行使禁用账户的权利前须事先通知客户。如公司打算禁用客户账户, 应向客户发送口头或书面(包括电子)通知。客户应在收到通知之日起三(3)个工作日内暂停所有明显错误的买卖指示。如果客户未能做到这一点, 公司应按上述规定禁用账户, 直到任何有错误的买卖指示无效。

The Company shall not be liable for losses of the Client arising from or in connection with submission of the erroneous Order(s) and followed disability. The Client agrees to indemnify and hold the Company harmless from all damages or liability as a result of the foregoing. Any dispute arising in this regard shall be resolved by the Company in its sole and absolute discretion.

对于客户因提交有错误的买卖指示以及随后的账户禁用而产生的或与之相关的损失, 公司概不负责。客户同意向公司赔偿并使公司免受因上述原因造成的所有损害或责任。公司拥有绝对的酌情权自行解决由此产生的任何争议。

- 20.16 All copyrights, trademarks, trade secrets, and other intellectual property rights and proprietary rights to the Website in its totality, its contents, and any related materials ("Company's IP") shall remain at all times the sole and exclusive property of the Company and the Client shall have no right or interest in the Company's IP except for the right to access and use the Company's IP as specified in the Agreement. The Client acknowledges that the Company's IP is confidential and has been developed by means of substantial investments of skill, time, effort, and money. The Client shall protect the confidentiality of the Company's IP and not allow website access to any third party. The Client shall not publish, distribute, or otherwise make the Company liable to third parties, any information derived from or relating to the Company IP. The Client shall not copy, modify, decompile, reverse engineer, or make derivative works of the Company's IP.

网站的所有版权、商标、商业秘密以及其他知识产权和专有权利、其全部内容和任何相关材料(“公司知识产权”)应始终是公司的独家和专有的财产, 除了获取和使用本协议中规定的公司知识产权的权利以外, 客户对公司知识产权没有任何权利或权益。客户承认公司的知识产权属于机密, 是公司投入大量的技术、时间、努力和金钱开发而获得。客户应保护公司知识产权的机密性, 不允许任何第三方进入网站的连结。客户不得发布、分发任何来源于或与公司知识产权有关的资讯或以其他方式导致公司需对第三方承担责任。客户不得对公司知识产权进行复制、修改、反编译或逆向工程, 或制作公司知识产权的衍生作品。

21. GOVERNING LAW AND JURISDICTION

适用法律和司法管辖权

- 21.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

本协议受毛里求斯共和国的法律管辖, 并据其解释。

21.2 In the event of a dispute arising out of or relating to this Client Agreement, the Client irrevocably agrees that the parties to the Client Agreement shall first seek settlement of that dispute with the Company under the Dispute Resolution Procedure set out in Clause 23 of this Client Agreement, as well as in accordance with the Complaint Handling Procedure.

对于因本协议引起的或与本协议有关的争议，客户不可撤销地同意，本协议各方应首先根据本协议第23条中规定的争议解决程序以及根据投诉处理程序，寻求解决与公司的该争议。

If the dispute is not satisfactorily settled under the Complaint Handling Procedure, the parties to the Agreement shall seek the settlement thereof by mediation in accordance with the Dispute Resolution Procedure.

如果根据投诉处理程序未能圆满解决争议，协议各方应按照争议解决程序通过调解寻求解决。

21.3 Rules/Process of the external dispute resolution organization – the Financial Commission (www.financialcommission.org) – are deemed to be incorporated into this chapter (the “Mediation Rules”). 外部争议解决组织——金融委员会 (www.FinancialCommission.org)——的规则/程序应视为已纳入本章 (“调解规则”) 中。

21.4 With respect to any proceedings, the Client irrevocably:

对于任何诉讼，客户不可撤销地：

(a) agrees that the courts of the Republic of Mauritius shall have exclusive jurisdiction to settle any disputes in connection with the Agreement; and

同意毛里求斯共和国法院对解决与本协议有关的任何争议具有专属管辖权；并

(b) submits to the jurisdiction of the courts of the Republic of Mauritius; and

服从毛里求斯共和国法院的管辖；以及

(c) waives his/her right to any objection which the Client may have at any time to the filing of any legal cases in any such courts; and

放弃客户在任何时候可能享有的、对在任何此类法院提起的任何法律诉讼提出任何异议的权利；以及

(d) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

同意其不会主张此类诉讼是在不方便法院提起的，或主张该法院对客户没有管辖权。

21.5 The Client irrevocably waives to the fullest extent permitted by law, with respect to the Client and the Client’s revenues and assets (irrespective of their use or intended use), all immunity (including but not limited to grounds for diplomatic immunity or other similar grounds) from (a) suit or arbitral proceedings, (b) the jurisdiction of any courts, (c) relief by way of injunction, order for specific performance, or for recovery of property, (d) attachment of their assets (whether obtained before or after judgment) and (e) the execution or enforcement of any judgment to which the Client or the Client's revenues or assets might otherwise be the subject matter in any proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permitted by any applicable law that the Client will not claim any such immunity in any proceedings. The Client consents generally in respect of any proceedings to the provision of any relief or the initiation of any process in connection with such proceedings, including, without limitation, the making, enforcement, or execution against any property whatsoever of any order or judgment which may be made or given in such proceedings.

在客户或客户的收入或资产可能构成任何司法管辖区内某法院某项诉讼中的标的物的以下情况下，则客户在法律允许的最大范围内，不可撤销地放弃其对客户及其收入和资产（无论其用途或预期用途如何）的所有豁免权（包括但不限于外交豁免权的依据或其他类似依据）：(a) 诉讼或仲裁程序；(b) 任何法院的司法管辖权；(c) 通过禁令、具体履行令或财产追回令寻求补救；(d) 其资产（无论是在判决前还是判决后获得的）被扣押；以及 (e) 执行或强制执行任何判决；并且在任何适用法律允许的最大范围内，客户不可撤销地同意其不会在任何诉讼中主张任何此类豁免权。客户全面同意就任何法律程序提供任何补救措施或启动与该等法律程序有关的任何法律程序，包括但不限于对任何财产判定、执行或强制执行在该等法律程序中可能下达或作出的任何命令或判决。

- 21.6 In the case of a dispute which cannot be resolved following the Dispute Resolution Procedure provided in Clause 23 below, the parties submit to the jurisdictions of the Courts of the Republic of Mauritius.
如果按照下文第 23 条规定的争议解决程序无法解决的争议，双方应服从毛里求斯共和国法院的管辖。

22. USE OF THE TRADING PLATFORM AND SAFETY

交易平台的使用和安全性

- 22.1 The Client shall not proceed in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands the Company reserves the right, at its discretion, to terminate or limit his access to the Trading Platform if it suspects that he/she allowed such use.
客户不得采取任何可能允许非正常或未经授权连接或使用交易平台的行动。客户接受并理解，如果公司怀疑其允许对交易平台进行此类使用，公司有权自行决定终止或限制其使用交易平台。
- 22.2 When using the Trading Platform, the Client shall not, whether by act or omission, do anything that shall or may violate the integrity of the Platform or cause it to malfunction.
客户在使用交易平台时，无论是行为还是疏忽，均不得做出任何可能或将会违反交易平台完整性或导致交易平台发生故障的行为。
- 22.3 The Client is permitted to store, display, analyze, modify, reformat and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's consent. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the Trading Platform.
客户可以存储、显示、分析、修改、重新格式化和打印通过交易平台提供的信息。未经公司同意，客户不得以任何形式向任何第三方发布、传输或以其他方式复制全部或部分信息。客户不得更改、隐匿或删除交易平台上提供的任何版权、商标或任何其他声明。
- 22.4 The Client agrees to keep secret and not to disclose any Access Data to any person other than an individual who has been expressly authorized to act on his behalf.
客户同意保守秘密，不将任何连接数据披露给任何未经明确授权代表其行事的个人。
- 22.5 The Client agrees to notify the Company immediately if he knows or suspect that his Access Data has or may have been disclosed to any unauthorized person.
如果客户知道或怀疑其连接数据已经或可能已经泄露给任何未经授权的人，客户同意立即通知公司。
- 22.6 The Client agrees to co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.
客户同意配合公司对其连接数据的任何滥用或涉嫌滥用进行的任何调查。
- 22.7 The Client accepts that he shall be liable for all orders given through and under his/her Access Data and any such orders received by us shall be considered as received by him/her. In cases where a third person is assigned as an authorized representative to act on his/her behalf the Client shall be responsible for all orders given through and under his representative's Access Data.
客户承认其对通过其连接数据和根据其连接数据发出的所有买卖指示负责，公司收到的任何此类买卖指示应视同客户收到。如果第三方被指派为授权代表代表客户行事，则客户应对通过和根据其代表的连接数据发出的所有买卖指示负责。
- 22.8 The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means.
客户承认，在使用互联网或其他网络通信设施、邮政、电话或任何其他电子手段传输信息（包括电子地址、电子通信和个人资料）时，如果未经授权的第三方可以获得这些信息，公司将不承担任何责任。
- 22.9 In the event where the Company suspects any fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account or accounts with the Company or otherwise related or

connected to the any and/or all Transactions, then the Company reserves the right to decide, at its sole discretion, to close all open positions in the Client's Trading Account and deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result and decline from accepting any further requests from the Client to be exempted from any swaps and/or terminate all agreements with the Client.

如果公司怀疑客户在公司的一个或多个账户中存在欺诈、操纵、掉期套利或其他形式的欺骗或欺诈活动，或与任何和/或所有交易相关或关联的此类活动，则公司保留自行决定的权利，将客户交易账户中的所有持仓头寸予以平仓、对当前和/或以前在该账户中进行的所有交易扣减或增加罚金（相当于隔夜利息和/或任何利润金额）和/或取消由此产生的所有利润并拒绝接受客户提出的免除任何隔夜利息的任何进一步请求和/或终止与客户的所有协议。

23. THE PROCEDURE FOR DISPUTE RESOLUTION

争议解决程序

23.1 If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more of the terms of the Operative Agreements, the Client has the right to lodge a complaint with the Company as soon as reasonably practicable after the occurrence of the event.

如果客户合理认为公司因任何作为或不作为而违反了有效协议的一项或多项条款，并由此出现任何冲突情况，客户有权在事件发生后尽快向公司提出投诉。

23.2 To file any complaint, the Client shall follow the procedure outlined in the Complaints Handling Procedure posted on the Website.

如有任何投诉，客户须按照网站上公布的投诉处理程序所述的程序提出。

23.3 The Company has the right to dismiss a complaint in case it does not comply with the requirements set out above.

公司有权对不符合上述要求的投诉予以驳回。

23.4 Disputes not mentioned in the Operative Agreements and/or Compliant Handling Procedure are resolved in accordance with the common market practice and at the sole discretion of the Company.

对于有效协议和/或投诉处理程序中未提及的争议，将由公司根据通用市场惯例自行决定解决。

23.5 If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the Dispute shall be made on a basis of the live Server's Quotes Base synchronized in accordance with the Operative Agreements.

如果报价流因软件和/或硬件故障而中断，则与争议有关的所有决定均应基于根据有效协议同步的实时服务器报价库做出。

23.6 The Company shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.

如因任何理由导致客户获得的利润少于客户所期望的利润，或因客户希望完成而未完成的行动导致客户发生损失，公司概不负责。

23.7 The Company shall not be liable to the Client in regard to any indirect, consequential or non-financial damage (emotional distress, etc.).

对于任何间接的、相应发生的或非财务方面的损失（情绪困扰等），公司不对客户负责。

24. REFUSAL OF COMPLAINT

投诉的驳回

24.1 The Company shall have the absolute right to refuse a complaint lodged by a Client.

公司有绝对权利驳回客户提出的投诉。

24.2 If the Client has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any unexecuted Instructions which are given during such a construction period, are not accepted. The fact that the Client has not received a notice shall not constitute a reason to lodge a complaint.

如果已将服务器的例行维护通过交易平台内部邮件或其他方式事先通知了客户，则就该维护期内任何未执行的指示而提出的投诉，一概不予受理。客户未收到通知的事实不会构成提出投诉的正当理由。

- 24.3 Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.**
对于基于交易平台差价合约和差价合约标的资产差价合约的交易或买卖指示执行的投诉不予受理。
- 24.4 Complaints in regard to time of Order execution notwithstanding the amount of time the Company needed to execute the Order as well as the time when the Server Log-File recorded Order execution are not accepted, unless the Order placed in the queue has not been executed as the Operative Agreements provide.**
关于买卖指示执行时间提出的投诉，无论经销商执行买卖指示所需的时间以及服务器日志文件记录的买卖指示执行时间如何，均不予以受理，除非排在队列中的买卖指示未按照有效协议的规定执行。
- 24.5 No Client complaints shall be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error. The Company will not be liable to the Client for any loss (including any incidental, indirect or consequential loss) the Client may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by the Company).**
关于客户对使用交易账户临时超额可用保证金进行的交易因在错误报价（尖峰）时建仓、或按照有明显错误的报价建仓而获得的财务结果提出的投诉一概不予受理。对于由于明显错误（包括本公司的任何明显错误）或与之相关的客户可能遭受或蒙受的任何损失（包括任何偶然的，间接的或后果性的损失）本公司将不承担客户的任何损失。
- 24.6 In regard to all Disputes any references by the Client to the Quotes of other companies or information systems shall not be taken into account.**
对于所有争议，客户对其他公司或信息系统的报价的引述均不予考虑。
- 24.7 The Client acknowledges that he/she shall not be able to manage the position while the Dispute in regard to this position is being considered and no complaints in regard to that matter are accepted.**
客户了解，如有与某仓位相关的争议未决时，他/她将无法管理该仓位，且与该事项有关的投诉将一概不予受理。
- 24.8 The Client acknowledges that the Company has no obligation to notify him/her that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.**
客户承认，在争议得到解决或已重新建仓时，公司没有义务通知客户，且客户应负责承担这方面的所有风险。
- 24.9 Once the Dispute has been resolved the Company has the right to trigger the stop loss or take profit in the chronological order in which they would have been triggered if the stop out had not been executed.**
一旦争议得到解决，公司有权按照未执行强制平仓时本应触发的时间顺序触发止损或获利。
- 24.10 The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a liquidity provider.**
如果流动性提供商取消了对应的对冲交易，公司有权撤销任何交易。

25. RISK ACKNOWLEDGEMENT AND DISCLOSURE

风险确认与披露

- 25.1 The Company discloses and the Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and accepts that he/she is willing to undertake this risk.**
公司披露，客户会因购买和/或出售任何金融工具而面临巨大的损失和损害风险，客户对此予以承认，并认可其愿意承担该等风险。

26. TRADING BENEFITS

交易收益

Risk Warning: Please note that trading in forex and other leveraged products may involve a significant level of risk and is not suitable for all investors. Before undertaking any such transaction you should ensure that you fully understand the risks involved and seek independent financial advice if necessary.

风险警告：请注意，外汇和其他杠杆产品是涉及高风险的交易，因此并不适合所有投资者。在进行任何此类交易之前，请确保您完全了解所涉及的风险，并适当地寻求独立的财务建议。

26.1 In the event where the Client agrees to participate in a bonus scheme, and/or other promotion, and/or contest which offers a trading benefit (hereinafter the "Trading Benefits Scheme"), the following terms and conditions shall apply:

如果客户同意参与提供交易收益的奖金计划和/或其他促销和/或竞赛（以下简称“交易收益方案”），则应适用以下条款和条件：

(a) The Client shall not be entitled to participate in more than one Trading Benefit Scheme at the same time, unless otherwise explicitly provided in the applicable terms and conditions of the Trading Benefit Scheme.

客户不得同时参与多项交易收益方案，除非交易收益方案的适用条款和条件另有明确规定。

(b) The Company shall not be liable for any margin call or losses that the Client may suffer, including but not limited to losses due to stop-out level, if the trading benefit is withdrawn for any reason pursuant to the applicable terms and conditions of the Trading Benefit Scheme.

如果根据交易收益方案的适用条款和条件交易收益因任何原因被撤回，公司对客户可能遭受的任何追加保证金或保证金损失概不负责，包括但不限于因强制平仓水平而造成的损失。

(c) The Company reserves the right, as it in its sole discretion deems fit, to alter, amend, suspend, cancel or terminate the Trading Benefit Scheme, or any aspect of it, at any time and without any prior notice. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of the Trading Benefit Scheme.

公司保留在其认为适当的情况下、在任何时间、在不事先通知的情况下更改、修订、暂停、取消或终止交易收益方案或其任何方面的权利。在任何情况下，对于交易收益方案的任何变更、修订、暂停、取消或终止所造成的任何后果，公司概不负责。

(d) Any indication or suspicion of fraud, manipulation, cash-back or bonus or swap arbitrage, or other forms of deceitful or fraudulent activity in the Client's account or multiple accounts with the Company or otherwise related or connected to the Trading Benefit Scheme shall nullify any and all transactions executed and/or profits or losses garnered therein.

客户的一个或多个公司账户中若有任何欺诈、操纵、现金返还或奖金或掉期套利的迹象或嫌疑，或存在与交易收益方案相关或有关联的其他形式的欺骗或欺诈活动，将导致其账户内执行的任何和所有交易和/或获得的利润或损失无效。

(e) The Company reserves the right, at its sole discretion, to disqualify any individual from any Trading Benefit Scheme if the Company suspects a misuse or attempt to misuse a Trading Benefit Scheme, or breaches the present Agreement and/or any of the Company's business terms and/or the terms and conditions of the Trading Benefit Scheme and to nullify any and all transactions carried, cancel all orders and annul and/or withdraw all profits of such Client. In these circumstances, the Company shall not be liable for any consequences of the trading benefit cancellation.

如果公司怀疑任何个人滥用或企图滥用交易收益方案、或违反本协议及/或公司的任何业务条款及/或交易收益方案的条款及条件，公司有权自行决定取消其参与任何交易收益方案的资格，并取消任何及所有已进行的交易、取消所有有买卖指示、取消及/或收回该客户的所有利润。在这种情况下，公司对取消交易收益的任何后果概不负责。

(f) In the event of dispute, this shall be resolved in accordance to the Dispute Resolution Procedure set out herein.

如有争议，应按照本协议规定的争议解决程序解决。

(g) Notwithstanding the translated language of the terms and conditions of a Trading Benefit Scheme, the English wording shall be the prevailing version in the event of any discrepancy between the two languages.

即使交易收益方案的条款和条件有其他语言的翻译版本，但如果不同语言之间存在任何差异，应以英文为准。