

實德貴金屬有限公司
SUCCESS PRECIOUS METALS LIMITED

網上人民幣公斤條黃金交易服務補充協議書
Supplemental Agreement for Renminbi Kilobar Gold Internet Trading Services

客戶名稱

Account Name: _____

戶口號碼

Account No.: _____

此補充協議於_____年_____月_____日訂立，協議一方為實德貴金屬有限公司（以下簡稱「實德」），另一方的名稱、地址和身份（如文義允許，以下簡稱為「客戶」）載於客戶資料附錄。

THIS SUPPLEMENTAL AGREEMENT is made on the _____ day of _____, _____ between Success Precious Metals Limited (hereinafter referred to as “SPM”) of the one part and the party whose name, address and description are set out in the Client Information Statement hereto (where the context permits is hereinafter collectively called the “Client”) of the other part.

鑒於 WHEREAS:

1. 客戶有意在實德開立並維持一個或多個戶口，專設給客戶透過互聯網買賣人民幣公斤條黃金，而為此目的，客戶要求實德保持其在實德處開立的一個或多個戶口，並以代理人身份執行客戶買賣人民幣公斤條黃金的指令。
The Client is desirous of opening and maintaining one or more accounts with SPM specifically for the sale and purchase of Renminbi Kilobar Gold via internet. For such purpose, Client has requested SPM to maintain an account or accounts with SPM for him/her and has further requested SPM to execute his/her order to trade Renminbi Kilobar Gold as an agent.
2. 本補充協議書乃附加於及補充「客戶協議書」以及客戶與實德達成的其他協議書（以下統稱「客戶協議書」）。客戶明白人民幣公斤條黃金交易合約是以人民幣報價及結算。當使用實德所提供的網上人民幣公斤條黃金買賣服務，客戶須遵守以下條款及條件及受此等條款及條件所規限。凡本補充協議書的條款及條件與客戶協議書的條款及條件出現任何抵觸或不一致情況，則概以本補充協議書的條款及條件為準。
The terms and conditions of this Supplemental Agreement are additional and supplemental to the terms and conditions of “Client Agreement” and any other agreements entered into between SPM and the Client (hereinafter collectively referred to as “Client’s Agreement”). Client understands Renminbi Kilobar Gold trading contract is quoted and settled in Renminbi (“RMB”). Client agrees to use the Renminbi Kilobar Gold internet trading services provided by Success Precious Metals Limited (hereinafter referred to as “SPM”) subject to the following terms and conditions. Where there is any conflict or inconsistency between the terms and conditions of this Supplemental Agreement and the terms and conditions of the Client’s Agreement, the terms and conditions of this Supplemental Agreement shall prevail.

雙方協議如下 NOW IT IS HEREBY AGREED as follows:

1. 定義和詮釋 Definitions and Interpretation

- 1.1 本補充協議書中的術語之含義與客戶協議書所界定者相同，另有特別聲明者除外。
Terms defined in this Supplemental Agreement shall have the same meaning as in the Client’s Agreement unless stated otherwise.
- 1.2 本補充協議書中，除非上下文另有要求，下列術語應具有如下定義：
In this Supplemental Agreement, unless the context otherwise requires, the following expressions shall bear the following meanings:

「客戶」	的含義包括以下幾種情況：如屬個人應包括客戶及其遺囑執行人及遺產管理人；如屬獨資經營商號應包括該獨資經營者及其遺囑執行人、遺產管理人及業務繼承人；如屬合夥經營商號，應包括客戶開戶期間的商號合夥人，以及彼等的遺囑執行人、遺產管理人及此後擔任或曾擔任該商號合夥人的其他人士及其遺囑執行及遺產管理人，以及該合夥經營業務的繼承人；如客戶為公司，應包括該公司及繼承人。
“Client”	shall in the case where the client(s) is/are individual(s) include the client(s) and his/their respective executors and administrators and in the case where the client is a sole proprietorship firm include the sole proprietor and his executor and administrator and his or their successors in the business and in the case of a partnership firm include the partners who are the partners of the firm at the time when the client’s said account is being maintained and their respective executors and administrators and any other person who shall at any time hereafter be or have been a partner of and in the firm and his or their respective executors and administrators and the successors to such partnership business and here the client is a company include such company and its successors.
「基本保證金」	指實德不時自行決定要求客戶存入的最低按金。該等保證金須於客戶發出買賣指令時或之前存入實德，作為對所有人民幣公斤條黃金交易的擔保。
“Initial Margin”	means such level of deposit, as may from time to time be prescribed by SPM, required to be deposited by the Client with SPM at the time of or before a trading order is placed by the Client as security for all Renminbi kilobar gold trading.

「報價」 “Quotations”	指以每克人民幣計算。 quoted in RMB per gram.
「休市」 “Rest Day”	指星期六收市後及星期日全日。 means after the market closed on Saturday and the whole day of Sunday.

2. 合約單位 (以每張單計) Contract Size (per one contract)

1,000 克 grams

3. 交易時間 Trading Hour

夏令時間：香港時間星期一至星期六零晨 3:00；

Summer Time: From 07:00 Hong Kong time of Monday to 03:00 Hong Kong time of Saturday;

冬令時間：香港時間星期一至星期六零晨 4:00。

Winter Time: From 07:00 Hong Kong time of Monday to 04:00 Hong Kong time of Saturday

(惟需視乎該日是否有任何國際市場假期)

(subject to whether the day concerned is a holiday in any international market)

4. 交易限額 Trading Limit

每次買賣價之最高交易限額為 30 張。

A maximum transaction of 30 lots can be done per quote.

5. 保證金要求 Margin Requirement

基本保證金 Initial Margin:

每張 RMB 3,000 per each contract

鎖倉保證金 Locking Position Margin:

每套 RMB 300 per each set

解倉保證金 For Release Locking Positions:

每張 RMB 3,000 per each contract

6. 即市到價斬倉點 Point for Compulsory Liquidation of Position

任何時候，當戶口之淨值下跌至低於基本保證金之 2%，實德將以該市價把所有戶口內之未平倉合約平倉。

Whenever the equity of the account drops below 2% of the initial margin, SPM will liquidate all the open positions at market price.

7. 限價單 Limit Order

7.1 限價單之有效期分別為即日（即當日之收市）及星期五（即該星期五之收市）。如於有效期內因任何國際市場假期而休市，該限價單將於市場休市時被取消。實德擁有最終決定權，客戶不得異議。

There are two kinds of validity period for limit order: Day Order (valid until market closes on the current trading day) and GTF (valid until market closes on Friday). In case where the market shall close due to any international market holiday during the validity period of a limit order, the said limit order will be cancelled when the market closes and such decision of SPM shall be final and not to be disputed by the Client.

7.2 客戶訂立限價單之價位必須與當時市價有所距離，人民幣為 40 仙或以上。

The price of the limit order to be set by the Client must have at least RMB 40 cents deviator from the current market price.

7.3 若客戶訂立了平倉之限價單而戶口內沒有須平倉之買賣單，實德將之改作取消處理，客戶不得異議。

In case of there being insufficient open positions to meet the liquidation requirement, SPM may cancel the said limit order and such decision of SPM shall be final and not to be disputed by the Client.

8. 買賣差價 Dealing Spread

在一般正常市況下，買賣差價為：

人民幣 15 仙

In normal circumstance, the Bid/Ask spread shall be:

RMB 15 cents

9. 利息 Interest

逢星期三，各合約之利息將作調整及最終合約之利息均按實德當時公佈之利率為準。

The interest rate for each contract shall be revised every Wednesday and the final interest rate shall be subject to the rate prescribed by SPM.

10. 提款安排 Withdrawal Arrangement

客戶須以書面或傳真或經網上交易戶口發出指示通知實德提款，該等通知必須於提款當個工作天正午 12:00 前提交至實德，實德自會安排辦理（有關銀行之匯款，實德不能確保其收款時間），其後收到之通知，將安排於下一個工作天處理。所有銀行徵收之費用，均由客戶支付。

Client can give withdrawal instructions to SPM either in writing or by fax or via his/her internet trading account. Such instructions shall reach SPM before 12:00 noon on that working day (SPM may not be able to assure the time of payment if such withdrawal is by bank transfer). Instructions sent after the prescribed time shall be dealt with on the following working day. The Client shall be solely responsible for all requisite bank charges.

11. 貨幣兌換服務 Currency Exchange Service

如客戶要求，實德將以代理人的身份向客戶提供貨幣兌換服務（但實德不保證能為客戶全數兌換）。所兌換之人民幣只能用作人民幣公斤條黃金交易用途。實德將按有關貨幣兌換銀行向實德提供之人民幣兌換額每次收取 5% 或以上作為行政費用。如客戶從交易帳戶提取人民幣，並要求將人民幣兌換為其他貨幣，實德亦將按客戶要求所兌換的人民幣金額每次收取 5% 或以上作為行政費用。實德有權隨時更改其行政費用所收的百分比。

SPM will act as agent to provide currency exchange services to the Client at his/her request (SPM cannot guarantee that the currency exchange will be satisfied in full or in part, or at all for the Client). The currency exchange to RMB can only be used in trading Renminbi Kilobar Gold. SPM shall charge at least 5% on the converted amount of RMB provided by the bank per time as administration fee. In case Client withdraws RMB from the trading account and requests to exchange RMB to other currencies, SPM shall also charge at least 5% on the requested exchange amount of RMB per time as administration fee. SPM shall have the right to amend the above percentage of administration fee at any time.

12. 存入款項 Fund Deposit

客戶須將有關的人民幣交易款項存款到實德指定的銀行。如客戶在香港以外地區匯入款項，銀行之手續費及匯率等將以銀行之費用及匯率為準，並由客戶支付。

The Client shall deposit the relevant RMB transaction amount into the bank(s) designated by SPM. If Client deposits the fund outside Hong Kong, the administration fee and exchange rate will be based on the rate of the bank and Client will be liable to pay thereof.

13. 匯率波動風險 Exchange rate risk

人民幣公斤條黃金以人民幣作為報價及結算貨幣，匯率風險是無法避免的。人民幣兌港元及其他外幣的價值波動，並受中國及國際政治及經濟狀況的變動以及其他多種因素所影響。以人民幣產品而言，當人民幣兌港元的價值出現貶值時，以港元作出投資的價值將會下跌。即使人民幣兌港元的匯率保持穩定，投資者可能因為買賣人民幣的差價，在同價購入或出售人民幣公斤條黃金面對無法取回同等值之港元。

As Renminbi Kilobar Gold are quoted and settled in RMB, exchange rate risk is inevitable. The value of the RMB against the Hong Kong dollar and other foreign currencies fluctuates and is affected by changes in the Mainland China and international political and economic conditions and by many other factors. For RMB products, the value of the investment in Hong Kong dollar terms may decline if the value of RMB depreciates against the Hong Kong dollar. Even if the RMB/HKD exchange rate remains steady, Client may not get back the same amount of Hong Kong Dollars due to the spread between buying and selling Renminbi Kilobar Gold.

14. 交收風險 Settlement risk

客戶應自行向各銀行查詢有關人民幣銀行戶口的開戶手續及條款。而部份銀行或會對人民幣支票戶口及匯款（至第三者戶口）設有限制，客戶在購買人民幣公斤條黃金時應確定有充足的人民幣以履行交收責任。客戶亦明白實德並非銀行，所以會受到人民幣在市場上之供應及管制等因素影響，以致有機會出現未能提供人民幣兌換服務。至於客戶即使有充足之港元資金，實德亦有權因客戶未能提供所須支付的人民幣交收金額而作出斬倉，罰款或支付利息等。

Client should check with the banks for the account opening procedures as well as terms and conditions of the RMB bank account. Some banks may impose restrictions on Client's RMB cheque account and fund transfer (to third party account). Therefore Client should confirm whether he/she has sufficient RMB to meet his/her settlement obligations. Client should understand SPM is not a bank, therefore it would also be affected by the market supply of RMB and restrictions factors. As a result, it may happen that such RMB exchange service cannot be performed. Although Client has sufficient Hong Kong dollars fund, SPM has the authority to liquidate, charge penalty and interest, etc. if Client cannot pay the settlement sum in RMB.

15. 權利保留 Right Reserved

15.1 實德保留權利更改此裡的任何條款及細則。有關之更改經實德宣佈或張貼交易處後，即時生效。

SPM reserves the right to revise any of the terms and conditions herein. The revisions shall take effect upon notification by SPM or when such revisions are being posted at the business place of SPM.

15.2 鑒於市場價格變化及波動，雖然實德會盡量提醒客戶補倉，但根據本補充協議書，客戶必須確保其戶口有足夠之保證金，否則實德有權作出斬倉行動。

In light of the market and price fluctuation, even though SPM may from time to time remind its clients to deposit sufficient margin into the account, Client shall be obliged to maintain the margin level in accordance with this Supplemental Agreement, otherwise, SPM may liquidate the Client's position without further notice.

15.3 如果實德所提供的買賣價格有誤，實德將不對由此造成的錯誤負責，並保留對相關帳戶作出必要更正或調整的權利。任何源於上述報價錯誤的爭端將按照錯誤時公平市場價值解決。

In case of any errors found at the bid and ask prices given by SPM, SPM will not be liable in any way for any loss, loss of profit, damage, liability, cost or suffered incurred by the Client therefrom and reserves the right to make the corresponding correction on the accounts involved as it considers appropriate. Any dispute arising therefrom will be resolved with respect to the fair market price at the material time the errors occurred.

15.4 實德將因應市場之情況，隨時作出增加保證金之要求，客戶同意在實德要求時即時增加有關保證金。

SPM may from time to time request for additional margin deposit from the Client with reference to the market situation. Client agrees to deposit additional deposit in his/her account forthwith upon the notice by SPM.

16. 互相抵觸 Inconsistency

- 16.1 本補充協議書內所有條款及條件乃依據客戶與實德已簽訂之客戶協議書，假若本補充協議書內的任何條款或條件與客戶協議書有任何互相抵觸之情況，所有條款、條件及細則均以本補充協議書為準。
The terms and conditions of this Supplemental Agreement are prepared in furtherance to the provisions of the Client's Agreement. If any inconsistency arises between the terms and conditions of this Supplemental Agreement and the terms and conditions of the Client's Agreement, the provisions of this Supplemental Agreement shall prevail.
- 16.2 倘本補充協議書的中文與英文本有任何不一致之處，必須以英文本為準。
If there is any inconsistency between the Chinese and English versions of this Supplemental Agreement, the English version shall prevail.

本補充協議書於前述日期由雙方簽署，特此為證。
AS WITNESS the hands of the parties hereto the day and year first above written.

由客戶簽署

SIGNED by the Client

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在見證人見證下簽署

in the presence of:

客戶簽署 Client Signature
授權簽署/商業印鑑 Authorized Signature(s)/Business Chop

見證人姓名 Name of Witness:
見證人香港身份證/護照號碼 H.K.I.D. Card/Passport No. of Witness:

由實德貴金屬有限公司

之授權簽署人簽署

SIGNED by an Authorized signatory

for and on behalf of

Success Precious Metals Limited

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For and on behalf of
Success Precious Metals Limited

實德貴金屬有限公司授權簽署 Authorized Signature