

**Customer Agreement for
Retail Clients**

Account Number: 123456



**CUSTOMER AGREEMENT
FOR RETAIL CLIENTS**

**-FOREIGN EXCHANGE-
-BULLION-
-CONTRACTS FOR DIFFERENCE-**

Customer Name: li xiaomei

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HY Investment is the trading name of Henyep Capital Markets (UK) Ltd.
Authorised and regulated by the FSA
28 Throgmorton Street, EC2N 2AN, UK
Email: dealingroom@uk.henyep.com



账号.....



客户协议
(零售客户)

外汇 · 金属 · 差价合约 (CFD)

客户姓名:

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兴业投资为兴业资本市场（英国）有限公司的交易品牌，受英国金融管理局（FSA）授权并监管
地址：28 Throgmorton Street, EC2N 2AN, UK
邮箱：dealingroom@uk.henyep.com

This Agreement is entered into between Henyep Capital Markets (UK) Limited trading as HY Investment (“Henyep,” “we” or “us”) and you (the “Client” or “you”) HY Investment is authorised and regulated by the UK Financial Services Authority (the “FSA”). Henyep Capital Markets (UK) Limited is incorporated in the UK (registered number 2878581), has its principal place of business at 28 Throgmorton Street, London EC2N 2AN and has its registered office at 150 Aldersgate Street, London EC1A 4AB.

This Customer Agreement, (the “Agreement”) describes the terms and conditions applicable to the Henyep account or accounts (collectively the “Account”) opened at Henyep in the name of the Client in order for the Client to enter into transactions in spot foreign exchange (“spot forex”) and contracts for difference (“CFDs”) on foreign exchange, bullion, commodities, indices and listed equity securities (collectively “Transactions” and each a “Transaction”) and for the Client’s access to the web site, trading platforms, account services and administrative support of Henyep. All Transactions are subject to the terms and conditions of the Agreement and any additional terms you may seek to introduce from time to time will only be binding upon us if they are in writing and signed by a duly authorized Henyep’s officer or Director.

You confirm that the terms on which you will enter into spot forex and CFD Transactions are clear to you and that you understand and accept the terms of this Agreement under which you will enter into Transactions for the Account. Accordingly, please read this Agreement carefully and confirm that you agree to all terms and conditions in order to open the Account. If there is anything you do not understand or to which you do not want to agree, please contact our Customer Services Team at customerservice@hyinvestment.com.

Qualifying Accounts

Certain Henyep accounts and services are offered only to clients meeting qualifications for such accounts established by us from time to time. If we determine in good faith at any time that you do not meet the relevant qualifications, we shall have the right in our absolute discretion at any time without prior notice to you to transfer all of your balances and positions to a new account for which you do meet the qualifications. Your Account will then be subject to the terms of the new account.

If it comes to our notice at any time that you are resident in the United States or any other country in which we consider that the provision of the services contemplated in this Agreement is prohibited, we shall have the right (without prejudice to our rights under any other provision of this Agreement) to suspend all activity in the Account and to take the following action:

- 1) If you have not commenced trading, the balance outstanding in the Account will be refunded to the account from which the funds originated. Credit card refunds may take up to 10 days to reach that account.
- 2) If you have already traded during this period we will close out any open positions held by you at the closing prices prevailing on the day of the close out and credit or debit the proceeds to the Account. Then as to the balance outstanding in the Account
 - a) if the Account is in credit and if the balance is equal to or less than the initial sum deposited, the amount will be returned to the bank account or credit card from which the funds originated or
 - b) if the Account is in credit and if the amount is more than the initial amount deposited, the amount deposited will be refunded as mentioned in a) above. The treatment of any remaining balance will be resolved by our Compliance Department.

Status Disclosure

As a result of certain FSA rules, it is important that we are aware of which of our customers are officers, directors or employees of, or otherwise associated in any way with, any bank, investment business or other regulated financial services entity or are close family members of such persons. It is important that you inform us at the time of opening your Account if you fall within this category, whether the company is regulated in the UK or anywhere else in the world. If you do not inform us and we later determine that you are within this category we shall have the right in our absolute discretion to close out all Transactions and/or the Account in accordance with Clause 9.3.

We provide an execution only service. We do not provide advice in relation to Transactions. You enter into all Transactions at your own risk.

Your particular attention is drawn to the Risk Warning Notice, which is Schedule 1 to this Customer Agreement. The Risk Warning Notice describes the major risks of spot forex and CFD trading. It cannot and does not disclose all of the risks of trading in spot forex and CFDs.

Henyep has requested information concerning your investment trading history and experience in order to assess the appropriateness of spot forex and CFD trading for you. If you do not provide such information Henyep will not be able to assess the appropriateness of spot forex and/or CFD trading for you.

You warrant that all information and documentation provided by you to us is true, accurate and complete in all material respects and where you provide copies of documents to us you warrant that they are true copies of the originals. Breach of this warranty is an Event of Default which gives Henyep the right to close out all open Transactions and to close the Account in accordance with Clause 9.3, and recover any losses and costs.

You are categorised as a Retail Client as that term is defined in the rules of the FSA.

Henyep and the Client hereby agree as follows:

1. Scope of Agreement and Definitions

- 1.1 The term “this Agreement” means Henyep’s Terms of Business, this Customer Agreement and its Schedules which form an integral part of it and include without limitation the Risk Warning Notice, the Glossary of Terms and Schedules setting out special terms applicable to certain Transactions and certain orders including Stop Loss Orders and to our different trading platforms.
- 1.2 This Agreement may be amended by Henyep from time to time in accordance with Clause 15.2.
- 1.3 All capitalised terms used in this Agreement and not otherwise defined herein shall have the meaning set out in the Glossary of Terms which is Schedule 2.

2. The Account

本协议为兴业资本市场（英国）有限公司下的交易品牌--兴业投资-（下称“兴业”或“我们”）与您（下称“客户”或“您”）之间签订的协议。兴业投资由英国金融管理局（下称“FSA”）授权并监管。兴业资本市场（英国）有限公司位于英国，注册号：2878581，总部地址：28 Throgmorton Street, London EC2N 2AN，注册办公室地址：150 Aldersgate Street, London EC1A 4AB。

该客户协议（下称“协议”）描述的条款和条件适用于以客户名义在兴业开具的兴业账户（总称“账户”），旨在帮助客户进行外汇现货交易以及包括外汇，金属，商品，指数以及上市股票在内的差价合约（CFD）交易（总称为“交易”），以及帮助客户登录兴业网站，交易平台，行使账户服务权利和得到兴业的行政支持等。所有交易都要依照本协议的条款和条件进行，若有其他任何经兴业主管或官员以书面方式正式授权的额外条款也应加以遵守和执行。

您确定已经了解进行现货外汇和差价合约交易的条件，并接受这些条件。同时，在开户之前请仔细阅读该协议并确认您同意所有开户条款和条件。若有任何不明白之处或者是不同意之处，请联系我们的客服团队：customerservice@hyinvestment.com。

合格账户

部分兴业账户和服务仅提供给客户，供其达到我们开具账户的资格。如果我们决定您未能具备相关资格，那么我们将在经过慎重考虑后随时有权在不提前通知您的情况下，将您的所有余额和头寸转到一具备资格的新账户中。您的账户将以该新账户的条款为准。

如果您是美国公民或者其他我们认为该协议中提供的服务条款被禁止的国家，我们有权（在不损害该协议其他任何条款下的权利的基础上）终止一切账户活动并采取如下措施：

1) 如果您还未开展任何交易，账户中的余额将全额返还到您的初始账户。信用卡退款需要 10 日，方可退回到您的账户。

2) 如果在此期间您已经开始交易，那么我们将按照当天的收盘价格关闭您持有的任何一份未平仓合约，并将交易的获利或损失记录在您的账户中。余额显示在您的账户中：

A) 如果账户里的余额与初始存款持平或减少，该笔款项将退回到您的初始账户中，或者

B) 如果账户里的余额较初始存款有所增加，该笔存款将退还（如 a）所示）。剩余部分将由我司的法律部门进行处理。

状态披露

根据 FSA 条例规定，部分客户或是银行，投资部门或其他受监管的金融机构的官员，高管，雇员或与其有紧密联系的家庭成员，不论该公司是受英国监管或其他任何国家监管，您在开户的时候必须告知我们。如果您没有通知我们，而我们后来发现您是属于这种情况的客户，根据条例 9.3，我们有权在经过审慎思考后关闭您的账户以及或账户的所有交易。

我们提供“仅执行”服务，不提供与交易相关的建议。对于交易的所有风险，均由您自行承担。

请特别注意风险警告提示，见该客户协议附表 1。风险警告提示描述外汇现货和差价合约交易的主要风险，但是不能包括其全部的交易风险。

兴业要求您提供投资交易历史及经验方面的信息，以便为您评估外汇现货和差价合约交易的合理性。如果您不提供的话，兴业将无法为您进行合理评估。

您保证提供给我司的信息是真实可靠的，其中包括您提供给我司的文件和其他信息。如果信息有变，请您以书面形式告知我司。文件副本如果是通过电邮，电传等电子传输方式提供给我司，意味着您保证该种传输方式提供的文件是忠实于原文件的。如果违反该保证，则意味着您默认允许兴业有权关闭所有未平仓交易，并根据 9.3 条款关闭账户。

您属于由 FSA 条例中定义的散户类型。

兴业和客户之间达成的协议如下：

1. 协议范围和定义

1.1 “该协议”指兴业商业条款，客户协议以及附件为一体的文件，包括但不限于风险警告提示，适用于特定交易的条款术语以及包括适用于不同交易平台的止损订单在内的附件。

1.2 兴业可以根据条款 15.2 修改该协议。

1.3 该协议中所有由大写字母形式标出但未进行定义的条款在附件 2 中的条款术语中给出定义。

2. 账户

- 2.1 The Client hereby instructs Henyep to establish the Account on Henyep's books in the name of the Client. The Client acknowledges and accepts that the Account will be maintained in US Dollars, unless otherwise agreed between us in writing.
- 2.2 The Client represents, warrants and undertakes that the Client is acting for the Client's sole benefit and not for or on behalf of any other person or entity and all Transactions are and will be carried out for the sole benefit of the Client.
- 2.3 The Client is the only person or entity authorised or permitted to enter into Transactions for the account. If the Client appoints an agent, the Client hereby acknowledges and agrees that he shall be solely responsible for all acts and/or omissions of the agent, and neither Henyep nor any of its affiliates nor the officers, directors, managers, agents or employees of Henyep or any Henyep affiliate shall be liability to the Client for any such actions or omissions, whether or not within the scope of the agent's authorisation.
- 2.4 If the Client is more than one person, all such persons shall be jointly and severally liable for all obligations of the Client under this Agreement. In such event (unless otherwise agreed in writing between the Client and Henyep) the sole person or entity authorised to enter into or close out Transactions for the Account is the first of such persons mentioned. Withdrawals from the Account (in accordance with Clause 5.1) may require the signatures of all persons identified as the Client.

3. Trading

- 3.1 You will be a user of Henyep's Trading Platform and the specific terms applicable to each platform are set out in Schedule 3. You may enter into Transactions for the Account by telephone (subject to Clause 20), through the Trading Platform, or through other mobile platforms that may become available from time to time, in accordance with Henyep's standard practices and procedures in effect from time to time and notified to the Client through the Trading Platform and/or in Schedule 3 as applicable. All Transactions are entered into by the Client as principal, at the Client's sole responsibility, risk and expense and subject to the terms and conditions set out in this Agreement as amended from time to time.
- 3.2 Henyep does not guarantee that any Transaction or Transactions can be entered into at any given price or at all but shall use its reasonable efforts to effect Transactions. We may in our absolute discretion and without further explanation to you refuse any Transaction and in particular we will do so if we consider in good faith that the Transaction would breach any credit or position limits imposed by Henyep with respect to the Account or that the resulting Transaction would be in breach of this Agreement or any law, regulation or rule applicable to Henyep, the Client, the Account or the Transaction.
- 3.3 The Client hereby acknowledges and agrees that (i) Henyep will enter into Transactions at its sole discretion and will act as principal with respect to all Transactions; and (ii) Henyep will not and does not provide any advice,

consulting or intermediary services to the Client; (iii) Henyep may at its sole discretion cover any Transaction, in whole or in part, in any manner it considers appropriate, whether by way of set-off with a Transaction with or for another of its Clients or otherwise; and (iv) except to the extent required under any law or regulation applicable to Henyep or the Account, nothing in this Agreement or in the relationship between Henyep and the Client shall or shall be deemed to create any agency or fiduciary relationship between Henyep and the Client.

- 3.4 If any spot forex Transaction or spot CFD Transaction is not closed-out by the Client prior to 4:00pm Eastern Standard Time on the business day such spot Transactions are entered into, Henyep will automatically rollover such spot Transactions to the next Value Date with adjustments made to take account of interest rate differentials between the currencies in the relevant currency pair, the direction of the trade and any storage or other fees that are applicable to the Account. A Transaction confirmation with respect to such rollover will be provided to the Client in accordance with Clause 7.1.1. If there are insufficient funds available in the Account to meet the interest rate adjustment costs of any Transaction, we may in our absolute discretion either close out the prior open Transaction or we may make a Margin Call on you in accordance with Clause 4.3.
- 3.5 Henyep normally quotes bid prices (at which the Client can offer to sell) and offer prices (at which the Client can offer to buy) for each Transaction. These prices are determined by Henyep based on prices quoted in the Interbank Foreign Exchange Market for spot forex Transactions and for CFD Transactions are based on prices quoted on the markets on which the underlying security, commodity or other instrument is traded. The difference between the lower, bid, price and the higher, offer, price is the "spread." For some Transactions spreads may change frequently. In any event Henyep has the right to vary its spreads at any time in its absolute discretion without notice.
- 3.6 Prices quoted by Henyep are set by Henyep in its absolute discretion. The Client may only offer to enter into a Transaction at the price currently quoted by Henyep. A price may change or cease to be valid at any time after it has been quoted and before the Client's offer to enter into a Transaction is accepted. Reference is also made to Clauses 12.2.2 and 12.2.3 below.
- 3.7 Transactions which the Client may offer to place are subject to maximum limits established in Henyep's absolute discretion from time to time by Notice provided to the Client from time to time via the Trading Platform.
- 3.8 We shall be entitled to rely on and act in accordance with any instructions, requests and notices (whether or not in writing and howsoever communicated) which we believe in good faith to emanate from you or a person duly authorised to instruct us on your behalf.
- 3.9 It is possible that errors may occur in the prices quoted by us. In such circumstances, without prejudice to any rights either we or you may have under common law, neither you nor us will be bound by any Transaction which

2.1 客户引导兴业以客户的名义在兴业账簿上建立账户。客户承认并接受，除非双方以书面形式另有约定，否则账户将以美元形式存在。

2.2 客户代表，保证并承诺仅为自己，并不代表其他人或实体进行操作，所有交易将仅代表客户自己的利益。

2.3 客户是唯一被授权或允许能够进入账户进行交易的个人或实体。若客户指定了代理，那么客户在此承认他将对所有交易以及或代理的不作为负全责。兴业或其合伙人，董事，主管，经理，代理或雇员，不论是否在代理的授权范围内，将不对该行为或不作为负责。

2.4 若客户多于一人，所有这些人将共同并各自对该协议中的客户义务负责。在这种情况下（除非兴业与客户之间另有书面协议）被授权进行或结束交易的客户或实体指的是所指人中的第一个。从账户中取款（根据条款 5.1）要求有客户认可的所有人的签名确认。

3. 交易

3.1 您将是兴业交易平台的一名使用者。适用于各个平台的特定术语将在附件 3 中给出定义。您可以通过电话（参见第 20 条），交易平台或其他兴业制定的标准和有效地通知客户（如附件 3）的移动平台形式进行交易。客户进行的所有交易均由客户自己负全责，承担所有风险和花销，并受该协议中的条款的约束，我们保留适时修改的权利。

3.2 兴业不保证会以特定的价格执行客户的交易或所有交易，但会做出最大的努力来执行。我们可能在经过审慎思考后并在没有通知您的情况下拒绝您的交易请求，尤其是如果我们理由相信您的交易将会违反任何我们兴业设置的账户信用或交易限制，或者是该交易将违反该协议中适用于兴业，客户，账户或交易的任何条款和条例。

3.3 客户在此做出以下承诺：(i) 兴业将进入交易过程，并起着委托人的角色；(ii) 兴业不会对客户提供建议，咨询或中间服务；(iii) 兴业将按客户意愿，部分或全部，以合适的方式（无论抵消或是其它方式）进行交易；(iv) 除非其达到适用于兴业或账户的法律和条款规定的程度，否则该协议中兴业和客户不产生任何代理或受托关系。

3.4 如果客户在交易日美国东部标准时间 4:00 前未关闭外汇或差价合约交易，兴业将自动将其交易展期交割至下个起息日，而相关货币对产生的利率差异，交易方向和账户产生的任何存储金或其他费用均将做出相应调整。根据条款 7.1.1，将会给客户就其展期交割发送一个交易确认。若账户中的资金达不到利率调整的金额，那么我们将有权

关闭之前的未平仓交易或根据条款 4.3 电话通知您追加保证金。

3.5 正常情况下，兴业给出卖价和买价。对于现货外汇交易来讲，这些价格来自于银行间外汇市场，对于差价合约交易来说，这些价格来自于市场上证券，商品以及其他产品交易的价格。较低的卖价和较高的买价之间的差距就是“点差”。对于有些交易来讲，点差会随时波动。兴业有权在不通知客户的情况下改变点差。

3.6 兴业的报价是由兴业经过审慎斟酌之后订立的。客户只能按照兴业的当前定价进行交易。在报价之后，客户接受价格并进行交易时，价格可能随时发生变化。请参见以下条款 12.2.2 和 12.2.3。

3.7 客户进行的交易设有最大限制，由兴业经过深思熟虑后设置，兴业将通过交易平台给出通知公告。

3.8 我们根据您或由您授权的个人给出的指示，要求和通知（不管是否用书面或其它方式）进行活动。

3.9 我们的报价可能会遇到错误。在不损害我们或您在普通法律下的权利的情况下，

purports to have been made (whether or not confirmed by us) at a price which was, or ought reasonably to have been, known to either you or us to be materially incorrect at the time of the Transaction.

- 3.10 If at any time you are unable for whatever reason, to communicate with us we shall not be responsible for any resultant loss, damage or cost except where your inability to instruct us or communicate with us resulted from our fraud, wilful default or gross negligence.

4. Margin Requirement

4.1 As a condition of the entry into each Transaction for the Account, the Client must provide and maintain in the Account sufficient margin as determined by Henyep in its sole discretion from time to time and of which the Client will be given Notice from time to time (a "**Margin Call**"). Margin Calls will not normally be made by telephone but we reserve the right to do so if in our absolute discretion the circumstances so warrant.

4.2 When the Account is opened, the Client will transfer into the Account a first margin deposit of not less than such minimum amount as may be established by Henyep from time to time and notified to the Client. Such first deposit may be made by bank transfer or credit card payment or such other method as may be agreed between Henyep and the Client. Such first deposit together with subsequent margin deposits made by the Client from time to time and any profits and losses from existing open and closed Transactions, credits and debits from daily rollovers, and charges from commissions, if applicable, shall serve as the guarantee for the performance of Transactions in the Account.

4.3 Henyep may, in its absolute discretion at any time change the minimum margin requirement or make a Margin Call requiring the Client to make further margin deposits in the Account. The Client shall if requested by Henyep, make further margin deposit.

4.4 Please note we will not accept any third party payments made in respect of funding your account. Similarly we will not pay out any funds from your account to any third party.

4.5 If the client fails to provide any margin, deposit or other sum due in respect of any transaction Henyep may close all open contracts without prior notice.

5. Withdrawal from and Closing of the Account by the Client

5.1 The Client may request Henyep to permit withdrawal from the Account of any sum in excess of the minimum Margin required by Henyep from time to time by providing Henyep with a written instruction in a form acceptable to us from time to time. Without prejudice to any rights of Henyep under this Agreement, Henyep shall transfer such excess Account amounts (if any, and as determined by Henyep in its sole discretion), less any applicable Bank or other transfer fees, according to the Client's instructions within seven (7) Business Days from the date of receipt of the applicable written instruction. For the avoidance of

doubt any such transfer by Henyep is subject to (i) applicable laws and regulations including but not limited to anti-money laundering, tax authorities' requirements for deduction at source and exchange control foreign currency transfer restrictions, and (ii) the Client providing full identification documentation as required by Henyep.

- 5.2 If the Client wishes to withdraw all excess funds from the Account and close the Account, the Client shall so notify Henyep their instructions to Henyep, and following the transfer (if any) made by Henyep pursuant to such request, Henyep shall close the Account in accordance with Clause 11.

6. Charges & Commissions

6.1 Charges and commissions applicable to your account will be agreed with you before entering into any transaction and will be shown on the statement sent to you. In such an event, the Commissions will be charged to the Account. Commissions and charges may be changed from time to time without prior notice to you.

7. Reports

7.1 We will send to you by email and make available to you through the Trading Platform, the following reports relating to the Account and Transactions.

7.1.1 Daily statements setting out details of each Transaction (including value and exchange rate) executed prior to 4:00pm Eastern Standard Time on any business day will be sent no later than the next business day after the day any Transaction is entered into or remains open.

7.1.2 Monthly account statements containing a summary of all Transactions carried out by the Client and any open Transactions and of deposits in and withdrawals from monthly statements will also include details of any applicable storage charges, the Account and including the balance as of the statement date.

7.2 Daily statements will be final for all purposes unless you raise any objections within two (2) business days after they are sent to you.

8. Indemnification

8.1 Neither Henyep nor any of its affiliates, officers, directors, managers, employees or agents shall be liable for any loss, damage or debt to the Client arising directly or indirectly out of or in connection with this Agreement or any Transaction, except in the event of gross negligence or wilful misconduct on the part of Henyep, its affiliates, officers, directors, managers, employees or agents. Nothing in this Clause 8.1 is intended to or shall operate to restrict any liability which cannot be excluded under English law or under the rules of the FSA in effect from time to time.

8.2 The Client agrees to indemnify and hold Henyep, and Henyep's affiliates, officers, directors, managers, employees, agents, successors and assigns ("**Indemnified Persons**"), harmless from and against any

我们或您（无论我们确认与否）都不应受交易时的你我均知晓的错误价格的误导。

3.10 无论何时因何种原因，您无法与我们联系，我们将不对其构成的损失，伤害或产生的费用负责，除非是因我方的错误和延迟造成。

4. 保证金要求

4.1 要在账户里进行交易，客户必须确保账户里面有足够的保证金，保证金数额由兴业经过深思熟虑之后确定，若有变化，账户会收到通知（“追加保证金通知”）。通常情况下，客户不会收到这样的电话，但是我们保留这样做的权利。

4.2 当账户处于开放状态时，客户存入账户的第一笔保证金存款将不得少于兴业规定并通知客户的最小金额。该笔存款可以通过银行转账，信用卡付款或双方商定的其他方式进行。该笔存款以及之后存入的保证金，当前未平仓合约和已平仓合约所产生的盈利和亏损，日常展期交割产生的利息，佣金等都可以看作是账户中交易的凭证。

4.3 兴业可能在经过深思熟虑之后改变最小保证金要求，或给客户追加保证金电话，要求客户存入相继的保证金。在接到兴业的要求之后，客户应存入保证金到对应的账户里。

4.4 请注意，我们不接受任何第三方支付。同样，我们也不会把您账户的资金付给任何第三方。

4.5 如果客户未能及时存入保证金，入金或其他交易产生的费用，兴业可能会在未通知您的情况下关闭所有未平仓合约。

5 客户取款以及关闭账户

5.1 客户可以以书面形式通知兴业要求从账户取出超过兴业规定的最小保证金要求的款项。在不损害该协议兴业权益的情况下，兴业将在经过深思熟虑后，根据客户的指示在自收到书面通知之日起 7 个商业日内转出该笔款项。为避免嫌疑，该转账受如下监管：(i) 包括但不限于反洗钱法，税务部门的扣税要求以及外汇部门控制外币转出限制的相关法律和规定；(ii) 客户出具兴业要求的全部确认文件。

5.2 如果客户希望取走账户里所有的资金并关闭账户，该客户需要通知兴业，随后兴业将根据条款 11 关闭该账户。

6. 费用和佣金

6.1 在您参与任何交易之前，我们会跟您就佣金和费用的金额达成共识，并列在报表上。佣金和费用可能会在未通知您的情况下发生改变。

7. 报告

7.1 我们将以邮件方式和通过交易平台发送给您有关账户和交易的如下报告：

7.1.1 每个商业日的报表列出了美国东部标准时间 4:00pm 之前的交易明细（包括价值和汇率），将在不迟于下一个商业日内发给客户。

7.1.2 每个月的账户报表包括客户进行的所有交易的详情，未平仓合约以及存入或取出的金额，同时也包括任何贮存管理费详情，余额和报表日期。

7.2 除非您在收到日报表后的 2 个商业日内提出异议，否则日报表将被视为最终单据，可用做任何用途。

8. 赔偿

8.1 兴业或其合作伙伴，董事，主管，雇员或代理商均不对与该协议或交易有直接或间接关系的损失或债务负责，除非是因兴业，其合作伙伴，董事，主管，雇员或代理商的玩忽职守或蓄意误导所致。该 8.1 条款将不会被确定为或不会被用于限制任何英国法律或 FSA 条款的责任。

8.2 客户需对一切的理赔、损失、责任、毁坏、花费（包括合理的律师费用）承担赔偿责任，并承认兴业，兴业合作伙伴，董事，主管，雇员，代理商，继承人以及指定人（总称“赔偿人”）不承担任何责任。这些情况包括：对因客户失职

and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) incurred by the Indemnified Persons and each of them arising out of the Client's failure to comply with any and all of its obligations set forth in this Agreement and/or Henyep' enforcement against the Client of any and all of its rights under this Agreement.

8.3 The Client acknowledges and agrees that any oral information given to the Client concerning the Account, if given, may be unverified and incomplete and that any reliance on such information is at the Client's sole risk and responsibility. Henyep makes no warranty, express or implied, that any pricing or other information provided by it, through the Trading Platform or by telephone or otherwise is correct or reflects current market conditions. Furthermore, Henyep does not make any warranty or guarantee with respect to the Trading Platform and/or its content, including but not limited to, warranties for merchantability or fitness for a particular purpose. If a quoting error (known to the Client or of which the Client should reasonably have been aware) occurs due to a mistake by Henyep or due to a computer or system malfunction, Henyep will not be liable for any resulting errors in the Client's Account balances. Henyep reserves the right to make such corrections or adjustments to the Account involved in any such error as it considers appropriate in its discretion. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value of the underlying product at the time the error was made.

8.4 Henyep shall not be liable to the Client for any loss, damage or cost of any nature incurred by the Client directly or indirectly by any cause beyond Henyep' control, including without limitation, due to Henyep inability to perform any Transaction or the improper or partial performance of any Transaction due to technical reasons (such as, without limitation, damage or destruction to its computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software) or otherwise, absent gross negligence or wilful default by Henyep.

9. Events of Default:

9.1 If at any time any of the Events of Default set out in Clauses 9.1 (a) or 9.1 (d) to (j) below occurs, then Henyep may exercise its rights under Clause 10.1. In the case of the occurrence of any Event of Default set out in Clauses 9.1(b) or 9.1(c) (each a "**Bankruptcy Default**"), the provisions of Clause 10.2 shall apply.

- (a) the Client fails (i) to make any payment (including without limitation a payment requested in a Margin Call) to Henyep when due; or (ii) to observe or perform any provision of this Agreement or any Transaction and such failure continues for two (2) Business Days after Henyep gives Notice of non-performance to the Client; or
- (b) the Client commences a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a

freeze or moratorium, or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a "**Custodian**") of the Client or any substantial part of the Client's assets; or

- (c) an involuntary case or other procedure is commenced against the Client seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to the Client or the Client's debts any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to the Client, if insolvent) or seeking the appointment of a Custodian of the Client or any substantial part of the Client's assets; or
- (d) the Client dies, becomes of unsound mind, is unable to pay his debts as they fall due or is bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to the Client; or any indebtedness of the Client's is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement ("**Proceedings**") are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, the whole or any part of the Client's property, undertaking or assets (tangible and intangible); or
- (e) any representation or warranty made or given or deemed made or given by the Client under this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given; or
- (f) all information and/or documentation provided by the Client to Henyep is true, accurate and complete in all material respects and all copies of documents provided by the Client to Henyep are true copies of the originals; or
- (g) Henyep considers it necessary or desirable to prevent what Henyep considers is or might be a violation of any applicable law or regulation or good standard of market practice; or
- (h) Henyep in good faith considers it necessary or desirable for its own protection; or
- (i) any action is taken or event occurs which Henyep in good faith considers might have a material adverse effect upon the Client's ability to perform the Client's obligations under this Agreement or any Transaction; or
- (j) any event of default (however described) occurs in relation to the Client under any other agreement with Henyep or any affiliate of Henyep.

而导致的以上任意损失以及该协议中与之相关的所有责任，和/或该协议下兴业对客户执行的所有权利负责。

8.3 客户承认并同意任何给出的有关账户的口头信息未经证实，是不完全的，客户相信此信息的话，得自己负全责。兴业对其提供的报价或交易平台或电话或其他方式提供的反映市场真实情况的信息不做任何明示或暗示的保证。另外，兴业不对交易平台以及/或与此有关的内容，包括但不限于出于商业目的或其它，作任何保证。如果出现因兴业的错误或电脑系统操作不当而引起的，而客户应该被告知的报价错误，兴业将不对其对客户账户余额导致的错误负责。兴业保留对此做出合适的修改或调整的权利。任何因该错误报价引起的争议将在该错误发生之时该类产品的合理市场价值的基础上得到解决。

8.4 兴业不对任何由客户直接或间接引起的超出兴业控制之外的，任何性质的损失，破坏或花销包括但不限于任何因技术原因（例如，但不限于对电脑系统造成的损害，或因电脑设备或软件管路不当而导致部分或全部数据或记录延迟，损失，错误或省略）导致兴业无法进行交易或进行不当的交易负责，除非该错误由兴业蓄意或玩忽职守而造成。

9. 违约事件

9.1 若出现以下 9.19.1 (a) 或 9.1 (d) 至 (j) 中所列的违约事件，兴业将按照 10.1 条款执行其权利。若条款 9.1(b) 或 9.1(c) (“破产违约”)，情况出现，那么兴业将执行条款 10.2.

(a) 客户(i)未能在款项到期支付时付款（包括但不限于，对追加保证金通知要求做出的支付）或者(ii)在兴业向客户做出不作为通知之后 2 个商业日内仍未遵守该协议的条款或交易； 或

(b) 客户开始自愿诉讼或其他程序，以根据任何破产、无偿债能力、监管、监督或类似法律（包括如果破产，可能是适用于客户的任何公司或其他法律），寻求或计划对客户或客户债务进行清算、重组、安排或和解、冻结或延期偿付，或其他类似救济，或寻求客户或客户资产的任何实质部分任命托管人、接管人、清算人、监护人、管理人、破产管理主任或其他类似官员（均称为“破产管理主任”），或寻求为客户或客户资产的任何实质部分任命破产管理主任，或

(c) 针对客户开始非自愿诉讼或其他程序，以根据任何破产、无偿债能力、监管、监督或类似法律（包括如果破产，可能是适用于客户的任何公司或其他法律），寻求或计划对客户或客户债务进行清算、重组、安排或和解、冻结或延期偿付，或其他类似救济，或寻求客户或客户资产的任何实质部分任命破产管理主任，或

(d) 客户去世，心智变得不健全，无法如期偿还债务，或按照破产法和无偿还能力法定义的属于破产或不具备偿还能力的情况，或到期时无法偿还债务，或不能在证明其该等债务已经到期应付的协议或文件宣布该等债务到期应付的任何时候支付，或为执行、查封或扣押，或其他权利所

有人占有客户的所有或部分财产、企业或资产（无形和有形资产），开始与本业务条款有关的任何诉讼、起诉或其他法律程序（以下简称为“法律程序”）或

(e) 客户在该协议条款下作出或给予或视为作出或给予的任何陈述或保证被证实为其作出或给予或被视为作出或给予时不真实、有误或其重大方面有令人误解的信息，或

(f) 客户提供给兴业的所有信息以及/或文件实质上应该是真实，准确和完整的，所有文件复印件均是原件的副本；或

(g) 兴业认为为防止被认为是或可能违反任何法律、适用规则、或市场惯例的良好标准所必需的或值得的；或

(h) 兴业认为出于自身保护；或

(i) 兴业认为对于我司采取的保护或任何行动所必须的或值得的，或本公司认为可能对客户履行其在本协议条款下的任何义务有重大不利影响的事情发生；或

(j) 任何与客户以及兴业或兴业合伙人有关的其他协议描述下的违约事件。

9.2 Upon the occurrence of an Event of Default or at any time after Henyep in its absolute discretion considers that the Client has not performed (or Henyep reasonably believe that the Client will not be able or willing in the future to perform) any of the Client's obligations to Henyep, Henyep shall be entitled without prior notice to the Client:

- (a) to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at Henyep's sole discretion, Henyep considers necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any open Transactions; and/or
- (b) to treat any or all Transactions then outstanding as having been repudiated by the Client, in which event Henyep's obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.

9.3 Without prejudice to the generality of Clause 9.2, Henyep may in its absolute discretion close out, replace or reverse any Transaction or close out the Account as if an Event of Default other than a Bankruptcy Default had occurred if it considers that any Transaction entered into for the Account was based on material non-public information, manipulation of market information or data, or any behaviour which in the good faith opinion of Henyep involved market abuse (as defined in the rules of the FSA) or other improper conduct.

10. Termination on Default

10.1 Termination on Notice

Without prejudice to Clause 9.2 and subject to Clause 10.2, at any time following the occurrence of an Event of Default, Henyep may, by Notice to the Client, specify a day (the "**Liquidation Date**") for the termination and liquidation of Transactions in accordance with the provisions of Clause 10.3.

10.2 Automatic termination

Unless Henyep specifies otherwise, the date of the occurrence of any Bankruptcy Default shall automatically constitute a Liquidation Date ("**Automatic Termination**"), without the need for any notice by Henyep and the provisions of Clause 10.3 shall then apply automatically.

10.3 Calculation of Liquidation Amount

Upon the occurrence of a Liquidation Date,

- (a) neither Henyep nor the Client shall be obliged to make any further payments under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount;
- (b) Henyep shall (on, or as soon as reasonably practicable after, the Liquidation Date) determine

(discounting if appropriate), in respect of each Transaction referred to in Clause [10.3(a)], its total cost, loss or, as the case may be, gain, in each case expressed in the Account's base currency (the "**Base Currency**") (and, if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, of such Transaction; and

- (c) Henyep shall treat each cost or loss to Henyep, determined as above, as a positive amount and each gain by Henyep, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the "**Liquidation Amount**").

10.4 Payer

If the Liquidation Amount determined pursuant to Clause 10.3 is a positive amount, the Client shall pay it to Henyep and if it is a negative amount, Henyep shall pay it to the Client. Henyep shall notify the Client of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

10.5 Other Transactions

Where termination and liquidation occurs in accordance with Clause 10.3, Henyep shall also be entitled, at its discretion, to terminate and liquidate, in accordance with the provisions of Clause 10.3, any other Transactions entered into between Henyep and the Client which are then outstanding.

10.6 Payment

The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under Clause 10.3 (converted as required by applicable law into any other Currency, any costs of such conversion to be borne by the Client, and (if applicable) deducted from any payment to the Client). Any Liquidation Amount not paid on the due date shall be treated as an unpaid amount and bear interest, at the rate as reasonably determined by Henyep to be the cost of funding such overdue amount. Interest will accrue on a daily basis and will be due and payable by the Client as a separate debt.

10.7 Base Currency

For the purposes of any calculation hereunder, Henyep may convert amounts denominated in any other Currency into the Base Currency at such rate prevailing at the time of the calculation as Henyep shall reasonably select.

10.8 Payments

Unless a Liquidation Date has occurred or has been effectively set, Henyep shall not be obliged to make any payment or delivery scheduled to be made by Henyep

9.2 一旦发生违约事件或兴业在经过深思熟虑之后认为客户不会执行（或兴业有理由相信客户不具备这样的能力或将来不会）对兴业承诺的义务，兴业有权在不通知客户的情况下做出如下动作：

(a) 为支付、减少或消除本公司在客户的任何合约、仓位或承认项下的损失或责任，冲销、更换或撤销任何交易，买入、卖出、借出或借入或签订任何其他交易，或在兴业自行认为必要或适当的时间，亦本公司自行认为必须或适当的方式，采取活禁止采取的其他行动；并/或

(b) 将当时为清偿的任何或所有交易视为已被客户拒付，在这种情况下，兴业在该等交易项下的义务应被取消和终止。

9.3 在不损害条款 9.2 的情况下，除破产违约意外的默认情况发生，如果在该账户下进行的任何交易是在非公开信息的基础上进行，受市场信息或数据以及其他任何兴业认为与市场滥用有关的行为（FSA 条款中规定的）或其它不合适行为发生，兴业有权自行决定关闭，替换或撤销任何交易或关闭账户。

10. 违约终止

10.1 告示终止

在不损害条款 9.2 的情况下，根据条款 10.2，若发生任何违约事件，兴业将会通知客户一个具体的“清算日”，并根据条款 10.3 的规定进行清算。

10.2. 自动终止

除非兴业有另外指示，否则针对任何破产违约发生的日期将自动被视为清算日（称为“自动终止”），在这种情况下，兴业将无须告知客户并执行条款 10.3。

10.3. 清算数目的计算

一旦清算日被确定，

- (a) 兴业和客户必须在清算日前后对任何一项交易继续支付，并通过结算的方式（例如支付，抵消或其它）履行清算数额的义务。
- (b) 兴业将（合理可行的话，将在清算日或之后）决定就与条款 [10.3(a)] 有关的交易进行合理折现，
- (c) 兴业将每笔损失和花销如上定义为正值，将每笔收益定义为负值，将所有数目相加得到一个正值或负值，以基础货币计价（“清算数目”）。

10.4 支付者

如果按照条款 10.3 得出的清算数目为正数，那么是客户应该支付给兴业；如果是负数，那么兴业将支付给客户。当这笔数目被清算出来后，兴业应尽快通知客户该笔款项的额度以及支付者是谁。

10.5 其他交易

当终止和清算根据条款 10.3 发生时，兴业有权自行决定，根据条款 10.3 的规定进行终止或清算其他任何未平仓的交易。

10.6 付款

根据条款 10.3 规定，清算数目将以基础货币形式在交易日收盘时进行支付（可以按要求转化成其他货币，转换产生的费用由客户承担，（如果可行）将从客户的支付款项里扣除）。任何在结算之日未进行结算的清算数额将被视为未支付款项，将会产生利息。利息将以日累计，并由客户支付。

10.7 基础货币

在计算清算数目时，兴业可能将其转换成以其它基础货币为主，汇率按照计算当日为准。

10.8 付款

除非清算日已经发生，或已有效被确认，否则在与客户有关的违约事件已经发生并持续着的情况下，

under any Transaction for as long as an Event of Default with respect to the Client has occurred and is continuing.

10.9 Additional rights

Henyp's rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which Henyp may have (whether by agreement, operation of law or otherwise).

10.10 Application of netting to Transactions

This Clause 10 applies to each Transaction entered into or outstanding between Henyp and the Client on or after the date this Agreement takes effect.

10.11 Closing out

Unless otherwise agreed in writing, if Henyp enters into any Transaction with or for the Client in order to close out any existing Transaction between Henyp and the Client then the respective obligations under both such Transactions shall automatically and immediately be terminated upon entering in to the second Transaction, except for any settlement payment due from one of Henyp or the Client to the other in respect of such close-out.

11. Termination on Notice

11.1 Subject to the provisions of any applicable law or regulation, either party may terminate this Agreement (and the relationship between Henyp and the Client) by giving written notice of termination.

11.2 In its absolute discretion Henyp may terminate this Agreement at any time in accordance with Clause 9.2 or Clause 10 as applicable if the Client fails to observe or perform any provision of this Agreement or in the event of the Client's insolvency or upon the occurrence of any other Event of Default.

11.3 Upon terminating this Agreement, all amounts payable by the Client to Henyp will become immediately due and payable including (but without limitation):

- (a) all outstanding fees and charges; and
- (b) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by Henyp including without limitation those incurred in exercising its powers under Clause 9.2 and/or Clause 10.

11.4 Termination shall not affect any outstanding rights and obligations between Henyp and the Client, and Transactions shall continue to be governed by this Agreement and any particular clauses agreed between Henyp and the Client in relation to such Transactions until all obligations under this Agreement and all Transactions have been fully performed.

12. Regulatory Provisions

12.1 Client Money

All balances in the Account from time to time shall be held by Henyp in accordance with the FSA's Client Money Rules unless we agree in writing that money we hold for you shall be treated as a transfer of full ownership of money to us for the purpose of securing or covering your present, future, actual, contingent or prospective obligations to Henyp in which case we shall not hold such money as client money. The Client shall not be entitled to receive interest on any balances in the Account from time to time.

12.2 Order Execution

12.2.1 The manner in which Henyp will provide best execution of the Client's orders is set out in this Clause 12.2. Henyp will endeavour to provide the Client with a competitive execution capability of the highest quality.

12.2.2 The prices quoted by us and at which Henyp customers may choose to enter into Transactions with Henyp are derived from price sources from a number of independent information providers processed by Henyp and fed into the Trading Platform. Henyp continually processes the price information from the various information providers and feeds the information into the Trading Platform after validating and authenticating it and adjusting the prices to provide spreads which Henyp considers appropriate in light of market conditions and other circumstances.

12.2.3 The prices shown on the Trading Platform and at which customers can enter into Transactions are the prices derived from the sources referred to in Clause 12.2.2. These prices will not be identical to those quoted by or available from any individual information provider or other data source.

12.2.4 Any spot forex Transaction and spot CFD Transaction for the Account remaining open at 4:00pm Eastern Standard Time on the business day such Transactions were entered into are rolled over and adjustments are made to take account of interest rate differentials between the currencies in the relevant currency pair, the direction of the trade and any storage or other fees that are applicable to the Account.

12.2.5 Liquidity can affect order execution. When customers place a high volume of orders, order imbalances and backlogs can occur, requiring more time to execute orders. This is because of delays caused by the number and size of orders processed, the speed at which current quotations or last-sale information is provided, and system capacity constraints.

12.2.6 Henyp regularly evaluates the overall quality of its order execution.

12.3 Conflicts of Interest

12.3.1 In order to prevent the risk of a conflict arising and to strengthen the confidence of its clients, Henyp has implemented a conflicts of interest policy which consists of procedures and controls designed to:

兴业将没有义务做出任何交易下的任何支付或交付。

10.9 额外权利

兴业在该条款下的权利不受兴业具有的其他权利（协议，法律运作或其它）的限制和排斥，与其成互补关系。

10.10 净额结算的运用

自该协议生效之日起，条款 10 适用于兴业与客户之间的每一笔交易。

10.11 平仓

除非以书面形式另有规定，如果兴业为了关闭与客户之间已存在的交易，那么该项交易产生的双方各自的义务则在第二项交易开始之时自动终止，除了平仓时出现相关的清算数额。

11. 终止告示

11.1 受任何使用法律或法规的监管，任一方可以通过书面通知的形式终止该协议（以及兴业与客户之间的关系）。

11.2 如果客户拒绝遵守或执行该协议下的任何规定或客户不具备偿还能力或发生其它违约事件，兴业将有权自行决定在任何时候根据 9.2 条款或条款 10 终止该协议。

11.3 一旦终止该协议，所有客户给兴业的应付款项应立即执行，包括但不限于：

(a) 所有未支付的费用，以及

(b) 任何在关闭交易或结算过程中产生的损失或费用，或由兴业平仓而产生的未支付义务，包括但不限于实施条款 9.2 和/或条款 10 的权利。

11.4 终止不得影响当时仍受本协议条款管辖的未实现权利和义务与交易，以及兴业和客户就该等交易同意的特殊条款，直至所有义务获完全履行为止。

12. 规定条款

12.1 客户资金

所有账户余额将由兴业根据英国金融服务管理局户有，除非客户因某个目的而将该等款项的所有权完全转让予我们，包括但不限于为担保或为支付当前或将来的债务、实际债务、或有负债或预期债务，在这种情况下，该等款项不会被视作“客户资金”。客户无权收取账户中任何余额产生的利息。

12.2 订单执行

12.2.1 条款 12.2 规定兴业为客户订单提供的最佳的执行方式。兴业将努力为客户提供具有竞争力及高品质的执行能力。

12.2.2 我们提供给客户的，客户选择进行交易的，进入到交易平台里面的报价均来自于一批兴业认可的独立的信息提供商。兴业继续对不同的提供商给出的报价信息进行处理，并在经过确认之后输送到交易平台，根据市场行情调整价格向客户提供合适的点差。

12.2.3 交易平台上显示的价格和客户进行交易时的价格在条款 12.2.2 中有叙述到。这些报价与其他数据源或信息提供商提供的价格不同。

12.2.4 任何在美国东部标准时间 4:00pm 仍未平仓的外汇现货或差价合约现货交易将被进行展期交割，同时会对相关货币对的利率差异、交易方向以及其他费用做出调整。

12.2.5 资金流动性可能会影响订单执行。当客户建立大量订单时，可能会发生订单失衡或积压，因此需要更多的时间来执行订单。订单的数量和大小，当前报价和最近一次买卖的信息速度，以及系统容量受到限制均会造成订单被延迟执行。

12.2.6 兴业通常会衡量执行订单的总体质量。

12.3 利益冲突

12.3.1 为了避免引起冲突，同时为了增强客户信心，兴业执行利益冲突政策，包括程序和如下控制：

- (a) prevent the occurrence of conflicts of interest, including where necessary declining to carry out an activity, operation or mandate; and
- (b) conduct its business activities in a way which ensures that the best interests of Henyep's clients are followed and strict confidentiality of information is maintained across all Henyep activities which could potentially generate conflicts of interest.

12.3.2 These procedures and controls include administrative and organisational procedures to ensure the proper execution of customer orders, particularly in relation to allocation of assets or financial instruments. Remuneration policies for Henyep employees are specifically designed to prohibit direct profit-sharing success fees for any specific Transaction. Henyep employees are prohibited from trading spot forex and/or CFDs on Henyep.

12.3.3 Henyep is not under an obligation to disclose that it or its affiliates or any person connected with Henyep has a material interest in a particular transaction with or for the Client or that in a particular circumstance a conflict of interest or duty may exist, where Henyep considers in good faith that it has managed such conflicts to ensure, with reasonable confidence, that risks of damage to the Client's interest will be prevented. Henyep is not under any obligation to account to the Client for any profit, commission or remuneration made or received from or by reason of transactions or circumstances in which Henyep, its affiliates or any person connected with Henyep has a material interest or where in particular circumstances a conflict of interest or duty may exist.

12.4 Data Protection

- (a) Henyep is registered as a data controller in the United Kingdom under the Data Protection Act 1998. The Client hereby agrees that Henyep may use, store or otherwise process personal information provided by the Customer in connection with the Account and hereby consents to the transmittal of the Customer's personal data outside the European Economic Area.
- (b) The Client agrees that Henyep may pass information about the Client which the Client has provided to Henyep to other companies in Henyep's group and to external companies to help Henyep to process and/or analyse it as part of the provision of services to the Client. If the Client does not wish the Client's personal data to be used for such purposes, the Client must give Henyep notice in writing to that effect.
- (c) The Client further consents to such personal data being used by Henyep for marketing and information management purposes, or to conduct market research for Henyep or other companies in its group that may use the personal data to bring to the attention of the Client products and services that may be of interest to the Client and also to assist in the efficient provision of services. If the Client does not wish the Client's personal data to be held for such purposes, the Client must give Henyep notice in writing to that effect.

12.5 Compensation Scheme

Henyep is covered by the UK Financial Services Compensation Scheme ("FSCS"). If the Client is an Eligible Claimant, the Client may be entitled to compensation from the FSCS if Henyep cannot meet its obligations because it is insolvent. In general, Retail Clients are Eligible Claimants and are covered for 100% of the first £30,000 and 90% of the next £20,000, so the maximum compensation is £48,000. Further information about compensation arrangements is available from the FSCS. The FSCS may be contacted by writing to FSCS, 7th Floor, Lloyds Chambers, Portoken Street, London, E1 8BN, or by emailing them at the email address provided on the FSCS web site at www.fscs.org.uk.

12.6 Complaints

- (a) The Client is requested to raise any complaint or dispute with Henyep as soon as possible after the event it relates to as this will make it so much easier for Henyep to deal with it.
- (b) Any complaint or dispute should in the first instance be referred to the Henyep Customer Services Team at customerservice@hyinvestment.com. If it is not resolved to your satisfaction you may refer the matter in writing to the Henyep Compliance Manager at the Company's business address. In addition as a Retail Client if you are dissatisfied with the handling of any complaint, you may refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. If you were not a Retail Client at the relevant time you will not have the right to refer complaints to the Financial Ombudsman Service.

13. Representations and Warranties

When the Client enters into this Agreement and each time the Client places an order for a Transaction, enters into a Transaction or gives any other instruction, the Client represents and warrants to Henyep that:

- (a) the Client has fully read and understood the Risk Warning Notice and the Representations and Warranties in this Clause 13 before signing this Agreement;
- (b) all information and documents provided by the Client to Henyep is true accurate and complete in all material respects and the Client shall immediately notify Henyep of any material change thereto;
- (c) the Client is authorised to enter into and perform this Agreement and all Transactions hereunder;
- (d) neither entering into this Agreement, the placing of any order or entry into any Transaction or the giving of any other instruction will violate any law, regulation, rule, by-law, agreement, obligation, judgment, or policy applicable to the Client;
- (e) the Client understands and accepts that he is responsible for obtaining his own advice as to his own

(a) 避免引起利益冲突，包括在必要时拒绝执行行动或命令；以及

(b) 执行其商业行为，为了能最好的确保兴业客户的利益；并对可能引起利益冲突的活动信息进行严格保密。

12.3.2 这些程序和控制包括确保客户订单能够更好的执行，尤其是与金融产品或资产分配相关的部分的行政和组织程序。同时专门为兴业员工制定了报酬政策，以阻止任何交易产生的利益分配费用。兴业员工不得在兴业进行外汇现货和/或差价合约现货交易。

12.3.3 兴业没有义务必须披露兴业或兴业合作伙伴或任何其他与兴业有关的人在某项特定交易中具有的物质利益，或没有义务披露在某特定情况下可能存在的利益冲突，因兴业有理由认为自己能够处理这些冲突，并相信能确保防止损害客户利益行为的发生。兴业没有义务就得到的任何利益、佣金或报酬向客户做出解释。

12.4 数据保护

(a) 根据数据保护条例 1998. 兴业在英国被注册为数据控制人。客户在此同意兴业可以使用、储存或处理客户提供的与账户有关的个人信息，并同意在欧洲经济区以外传输客户信息。

(b) 客户同意兴业将客户信息传递给兴业集团内部的其他公司或其它有助于兴业处理/分析信息的公司。如果客户不同意将个人信息用作这些用途，必须书面通知兴业。

(c) 客户同意兴业将其个人信息作市场和信息管理、市场调研或给集团内部其它公司之用，以更好的服务于客户。如果客户不希望自己的个人信息用作这些用途，必须书面通知兴业。

12.5 赔偿计划

兴业已经加入英国金融服务赔偿计划（FSCS）。如果客户是合格的索赔人，且兴业无具备偿还债务能力，那么客户有权向FSCS申请索赔。大体而言，散户都属于合格的索赔人，根据该补偿计划，对投资进行的补偿最高金额是48,000 英镑（包括前 30,000 英镑全额补偿，后 20,000 英镑补偿 90%，一共为 48,000 英镑）。有关该补偿计划的更多信息请参见FSCS官方网站。您可以写信至：7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN; 或发送邮件至www.fscs.org.uk。

12.6 投诉

(a) 客户可以在第一时间将投诉或异议告知兴业，因为这样有助于兴业更好地解决处理问题。

(b) 任何投诉或异议应该在第一时间反映给兴业客服团队，请发送邮件至

customerservice@hyinvestment.com。如果您对我们的异议解决不满意，您可以写信给兴业的法律部门。另外，散

户如果不满意投诉的处理，可以将其反映到金融申诉服务处，地址：South Quay Plaza, 183 Marsh Wall, London, E14 9SR。如果您不是散户的话，您没有这样的权利。

13. 陈述和保证

当客户参与交易，或每次建立订单，或给出任何指示时，客户向兴业陈述并保证：

- (a) 客户在签署这份协议时，已经阅读并理解风险警告提示，以及条款 13 中的陈述和保证；
- (b) 客户提供给兴业的信息和文件是真实，准确和完整的。若有任何变动，客户需立即通知兴业；
- (c) 客户被授权参与并执行该协议和以下所有交易；
- (d) 参与该协议，建立订单，或执行交易或给出其他指示都不会违反适用于客户的法律、法规、条例、协议、义务、或政策；
- (e) 客户了解并接受，他根据自己的投资目标

tax position and as to the suitability of any Transaction in light of his investment objectives and experience;

- (f) the Client is of sound mind and legally competent and has the full right and authority to perform spot forex and CFD Transactions and any other Transactions offered by Henyep through the Trading Platform or for the Account;
- (g) the Client (if not a natural person) is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and has duly passed any and all resolutions required under its organisational documents and law applicable to it to execute this Agreement and to enter into any Transaction and each person executing and delivering this Agreement or giving instructions with respect to any Transaction is further authorised to do so;
- (h) the Client is the full ultimate beneficial owner of all money deposited in the Account and no other person has or will have any interest in the Account. The Client acknowledges and accepts that it cannot and will not grant any security interest in or over the Account to any third party;
- (i) all funds deposited in the Account originate from lawful sources and are not the proceeds of any illegal or criminal activity under the laws of any applicable jurisdiction; and
- (j) the Client is prepared and able, financially and otherwise, to assume the risk of loss inherent in trading in spot forex and CFD Transactions.

14. Use of Internet, Software and Computers

The Client understands and acknowledges that:

- (a) While the Internet and the World Wide Web are generally reliable, technical problems or other conditions may from time to time delay or prevent the Client from accessing the Trading Platform.
- (b) The use of the Internet exposes the user to risks resulting from the structure of the Internet and the use of a personal computer and/or any other end equipment permitting connection to the Internet.
- (c) The Client is responsible for all the results of unauthorised use of passwords and other means of information protection given to the Client, and in the Client's personal computer.
- (d) The entry passwords for the Trading Platform are personal, secret, private, and may not be transferred. Use of the passwords and the preservation of their secrecy is at the full responsibility of the user, with all that this entails, including, but not only, responsibility for damage caused to the Client and/or to any other third party, as a result of transferring the password to others, by acts of commission or omission, and/or as a result of unsuitable storage of the password.

- (e) The Client hereby agrees and undertakes to immediately inform Henyep of any access to the Account by a user unauthorised by the Client and/or of any violation and/or damage to privacy and/or to the security of the Trading Platform.
- (f) Henyep shall not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects.
- (g) Henyep does not represent, warrant or guarantee that the Client will be able to access or use the Trading Platform at all times or all locations of its choosing, or that Henyep will have adequate capacity for the Trading Platform as a whole or in any geographic location, or that the Trading Platform will provide uninterrupted and error-free service.
- (h) Henyep shall not be responsible for any loss and/or damage of any kind caused to the Client as a result of use of the Account by others, whether or not with the Client's knowledge.
- (i) The use of the Henyep web site, the Trading Platform, and the information services provided by Henyep to the Client are at the Client's full and sole responsibility and the Client hereby confirms that he is aware of all the risks resulting from the method of giving and receiving the information services through the internet.
- (j) The Client shall not use any software for the purpose of automatic trading in the Account; and further shall not use or allow the use of the computer with which the Client is performing Transactions in the Account in any manner obstructing or interfering with the regular and ordinary carrying out of such Transactions as contemplated by Henyep.

15. Entire Agreement and Amendments

- 15.1 This Agreement and any document referred to herein, constitutes the entire agreement among the parties hereto and supersedes any and all prior agreements or understandings among the parties with respect to the subject matter hereof.
- 15.2 Henyep may amend this Agreement at any time on Notice to the Client (subject to any specific section allowing a particular notice period or no notice requirement at all). Without prejudice to Clause 4 any changes to the Margin percentages or our Execution policy may apply with immediate effect. All other changes will become effective on the date specified in the notice, which date shall be no less than ten Business Days after the notice is sent. This

和经验对交易负责，并对个人的纳税负责。

- (f) 客户精神健全，并具有法律能力，通过兴业提供的交易平台或账户将全权执行外汇现货以及差价合约现货交易；
- (g) 客户（如果不是自然人）受其组织或公司团体的法律管辖，经其正式授权并合法存在；并正式通过了其组织文件和法律要求，可以能执行该协议或参与该交易；执行该协议的个人或给出与交易相关的指示亦需经过授权。
- (h) 客户是账户里所有存款款项的唯一最终受益人，其他人不享有账户的任何利息。该客户承诺并接受，不得将账户里的资金或利益让渡给第三方；
- (i) 所有存入账户的资金均来自合法渠道，与任何非法或罪犯活动无关；
- (j) 客户已做好准备，并在经济上有能力承担进行外汇现货和差价合约交易产生的风险和损失。

14. 因特网，软件和电脑的使用

客户理解并承诺以下条款：

- (a) 通常情况下因特网都是可以信任的，但是技术问题和和其他情况可能导致客户无法登录交易平台。
- (b) 使用因特网，用户有可能遭遇因特网结构以及其他与因特网有关的设备问题。
- (c) 客户对在自己私人电脑里面的所有未经授权的密码使用以及信息使用保护方法之外的方法负责。
- (d) 交易平台的登录密码是秘密的，属于您私人所有，不得外泄。您自己对密码的使用和保存负全责，包括但不限于，有责任保护其不受损害，不得将密码外泄他人，不论是出于佣金或不作为目的，以及/或不恰当的存储所致。
- (e) 客户在此同意并承诺，一旦有未经客户授权的个体登入账户，以及/或任何破坏隐私以及违反交易平台安全的行为发生，应立即报告兴业。
- (f) 兴业不对任何技术问题，系统故障或错乱，交通线路故障，设备或软件故障或不作为，系统登录问题，系统容量问题，因特网高容量交通需求，安全故障，未经授权登录以及其他电脑问题负责。
- (g) 对客户能够在任何时候任何地点都能登录并使用交易平台，或在任何地点交易平台能正常运行，或交易平台能一直能够提供不间断的无错误的服务，兴业不作出任何陈述、保证或担保。

- (h) 兴业不对任何因其他用户使用客户账户而产生的损失或损坏负责，无论客户知情与否。
- (i) 使用兴业网址、交易平台以及兴业提供的信息完全由客户自己负责，客户在此确认完全明白从因特网接收的信息服务所带来的风险。
- (j) 客户不得为了能够在账户里进行自动交易而使用任何软件，且不得使用任何能够妨碍或阻止常规或正常交易的电脑软件。

15. 整体协议和修正

15.1 该协议和此处提及的任何文件构成该协议的整体，并取代任何所有之前的协议。

15.2 兴业可以在通知客户的情况下修改该协议（在某个特定期限修改部分协议）。为了不违反条款 4，任何有关保证金比例或执行政策的修改则会立即执行。其他修改则在通知规定之日起生效，不得超过发送通知之日起的 10 个商业日。

Agreement may not be amended except by notice in writing or electronic means signed or given by a duly authorised representative of Henyep.

16. Assignment

Henyep may assign its rights and/or obligations pursuant to this Agreement and all Transactions by prior Notice to the Client. The Client may not assign its rights and/or obligations hereunder except with Henyep's prior written consent, which may be given or denied at Henyep's sole absolute discretion.

17. Severability

If any provision of this Agreement or the application thereof to any Transaction, person or circumstance will be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

18. Communications

Report(s) and any Notice(s) hereunder may be transmitted to the Client at the address/email address notified by the Client to Henyep from time to time for this purpose. All communications sent to the Client shall be deemed delivered, at the time of delivery if sent by e-mail, facsimile, by hand delivery or notified through the Trading Platform or within three (3) Business Days if posted by mail. Communications by the Client shall be deemed delivered only when actually received by Henyep.

19. Rights of Third Parties

No provision of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement. This does not affect any right or remedy of such a person which exists or is available apart from under the Contracts (Rights of Third Parties) Act 1999.

20. Telephone and Recording

20.1 The Client acknowledges that he understands and fully and solely assumes the risks involved in providing telephone instructions, including the risks of possible misunderstanding of the Client's instructions, impostures and/or false identification of the Client on the phone. If the Client does not wish telephone Transactions to be permitted he should so inform Henyep in writing.

20.2 The Client acknowledges and agrees that any and all telephone conversations between the Client and Henyep, may be recorded in accordance with applicable laws and regulations and to the use of such recording in relation to any dispute between the Client and Henyep.

20.3 The Client understands that Henyep will retain such recordings for a limited period in accordance with its document retention policies in effect from time to time.

20.4 We strongly recommend that you keep your own records of all communications between us (such as instructions and transactions) including details of the times, dates and nature of your instructions as these details will be important if there is a dispute between you and us.

21. Law and Jurisdiction

21.1 This Agreement is governed by, and shall be construed in accordance with, the laws of England and Wales.

21.2 Each of Henyep and the Client hereby agrees that the English courts shall have non-exclusive jurisdiction with respect to any disputes or claims which may arise out of or in connection with this Agreement or any Transaction and accordingly Henyep and the Client each submit to the jurisdiction of the English courts **PROVIDED THAT** the Client acknowledges and agrees that Henyep may commence proceedings for the recovery of any amount due to it from the Client in any appropriate jurisdiction.

除非有兴业授权个体的书面或电子形式的通知，否则不得修改该协议。

16. 分配

兴业可以根据该协议在提前通知客户的情况下分配其权利和/或义务。客户不可以分配权利和/或异物，除非得到兴业事先的书面同意。

17. 条款可分割性

如果该协议的任何条款或适用于交易，个人或情况的条款失效，变得不合法或不可执行，那么该协议的剩余条款将不受影响，仍然可以在法律范围内最大限度地被执行。

18. 通信

本协议涉及的报告及任何通知都将不时发送至客户提供给兴业的地址或电邮地址。如果通过电邮、传真、手工投递或由交易平台发送通知，这些通知在发送时均被视为成功投递；如果通过邮寄信件，则被认为在三个工作日内成功投递。客户发送的通信只有在兴业成功接收到之后，才被视为成功投递。

19. 第三方权利

对于非本协议一方的个人，本协议的所有条款都不会遵照英国 1999 年合同法(第三方权利)执行。这并不影响个人除英国 1999 年合同法(第三方权利)以外的权利和赔偿。

20. 电话和电话录音

20.1 客户承诺他理解并完全了解给予电话指令所涉及的风险，包括误解客户指令的可能性，欺诈和/或在电话中错误辨识客户身份。如果客户不希望进行电话交易应当书面通知兴业。

20.2 客户了解并同意任何及所有客户与兴业之间的电话通话都可能根据适用法律和条例进行录音，如客户与兴业间出现异议，这些录音将被用作谈话证据。

20.3 客户理解兴业将在一段时期内根据最新的文档保管政策保留这些录音。

20.4 我司强烈建议您保留与我司的所有通信记录（例如指令和交易）包括时间、日期和您指令的性质。如果您与我司之间出现异议，这些细节将非常重要。

21. 法律和管辖权

21.1 该协议适用于英格兰和威尔士法律，并应根据英格兰和威尔士法律诠释。

21.2 在此兴业和客户皆同意英国法院对本协议或交易所产生的任何纠纷或索赔具有非专属性管辖权，并且兴业和客户都服从英国法院的管辖，客户需了解并同意兴业能够在任何合适的管辖区向客户提出任何数额的赔偿。

SCHEDULE 1

Risk Warning Notice

Transactions in Spot Foreign Exchange (“spot forex”) and Contracts for Difference (“CFDs”)

This risk warning notice (the “**Risk Warning Notice**”) cannot and does not disclose all of the risks of Transactions in CFDs and in spot forex. The purpose of this Risk Warning Notice is to describe the major risks of trading spot forex and CFDs.

General

You should not engage in spot forex Transactions or CFDs unless you understand the basic aspects of such trading and their risks – for example, how positions are opened and closed, how profits and losses are made and the extent of your exposure to risk and loss.

Trading in spot forex Transactions and in CFDs is speculative and involves a high degree of risk. In particular, because it will be conducted using margin (which covers only a small percentage of the value of the Transaction), price changes in the instrument which underlies the Transaction may result in significant losses, which may under some circumstances substantially exceed the funds you originally transferred to Henyep as margin. Therefore, trading in these contracts are appropriate only for persons who (a) understand and are willing to assume the economic, legal and other risks involved in such transactions, and (b) are financially able to withstand losses significantly in excess of their initial margin funds and any additional funds transferred to Henyep to maintain their positions. Your potential losses, which depend on movements in the price of the underlying instrument, can exceed any deposit, margin or other amount you have paid to Henyep.

You should be satisfied that spot forex and CFD trading is suitable for you in the light of your financial circumstances and attitude to risk. If you are in any doubt as to whether spot forex and/or CFD trading is suitable for you, please seek independent advice from a financial services professional. Henyep does not provide such advice.

When you engage in spot forex or CFD trading with Henyep you are placing an order in relation to movements of prices set by Henyep. Prices quoted to you by Henyep will include a spread, mark-up, or mark-down when compared to prices that Henyep may receive or expect to receive if it were to cover your transactions with, for example, a trade in the forex interbank market. Although dealing spreads are common in the spot forex markets and in markets for certain of the instruments underlying other CFDs you may trade for the Account, you should be aware that the total impact of spreads may be significant in relation to the size of the margin you post and may make it more difficult for you to realise a profit from your trading. In addition, in connection with the automatic rolling forward of spot forex Transactions and spot CFD Transactions that you do not close out, Henyep may impose an interest charge. You should carefully consider the effect of such interest charges along with spreads, mark-ups, or mark-downs on your ability to profit from trading.

The “gearing” or “leverage” available in CFD and spot forex Transactions trading (i.e. the funds Henyep requires you to provide when a position is opened compared to the notional size of trade you can enter into) means that a small margin deposit can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately much larger movement in the size of any loss or profit which can work against you as well as for you.

You may lose all amounts you deposit with Henyep as Margin, and your account could go into deficit. The placing of certain orders (e.g. “stop-loss” or “limit” orders) that are intended to limit losses to certain amounts may not always be effective because market conditions or technological limitations may make it impossible to execute such orders. Please also note that for all orders (including Stop Loss Orders) you may sustain the loss (which your order is intended to limit) in a short period of time.

You have to pay to Henyep all losses you sustain as well as all other amounts payable under the Customer Agreement such as interest. If you decide to engage in CFD or spot forex trading, you must accept this degree of risk.

The potential for profit or loss from Transactions on foreign markets or in foreign currency denominated Transactions are affected by fluctuations in foreign exchange rates. Transactions involving foreign currencies, including spot forex and foreign currency denominated CFDs, involves risks not present when dealing with investments denominated entirely in your domestic currency. Such enhanced risks include (but are not limited to) the risks of political or economic policy changes in a foreign nation, which may substantially and permanently alter the conditions, terms, marketability or price of a foreign currency. The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will also be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

Henyep acts as the market maker and principal to all spot forex Transactions and CFD Transactions executed by you with Henyep. We are not required to continue to make markets in any instrument and may refuse to accept any order in our absolute discretion. The markets Henyep offers (and its prices) are derived from underlying prices quoted in the relevant markets. Henyep has no control over movements in the underlying prices, which may be volatile and unpredictable. Those movements will affect Henyep’s prices, whether or not you can open and close a position and the price at which you can do so. During periods of market volatility, it may be difficult or impossible for you to liquidate an existing position, to assess the value of open positions, to determine a fair price or to assess the exposure to risk. These are among the reasons why Transactions in CFDs and spot forex Transactions involve increased risks. CFD

附录 1

风险警告

关于即期外汇和差价合约（“CFDs”）交易

本风险警告不能且并未披露差价合约和即期外汇交易涉及的所有风险。本风险警告旨在描述交易即期外汇和差价合约的主要风险。

概述

在您尚未了解即期外汇或差价合约交易的基本原理及所涉及风险—例如，如何开仓和平仓，盈亏方法以及您将面临的风险与损失大小。

即期外汇和差价合约交易具有投机性并包含极大风险。尤其是因为此类操作涉及到保证金（保证金在交易中仅占很小的比例），因此，产品价格浮动可能会导致巨大损失，在某些情况下会远远超过您存入兴业作为保证金的初始入金。因此，这种合约的交易仅适合于以下两类人：第一类是了解并愿意评估此类交易所涉及的经济、法律及其他风险的人，第二类是在经济上能够承受的损失远大于其初始保证金及其它额外存入兴业维持其头寸的资金数额的人。您可能遭受的损失是根据交易产品价格波动而变动的，因此损失的金额可能会超过您交付给兴业的所有存款、保证金或其他资金金额。

您应当根据自身财政状况及风险意识判断即期外汇和差价合约交易是否适合您。如果您对此仍有疑问，建议您向金融服务专家寻求独立建议。兴业不提供此类建议。

当您在兴业进行即期外汇或差价合约交易，您同时也认可根据兴业报价波动下单。如果涉及例如外汇同业银行市场，兴业的报价会包括它已经接收或预计会接收到的点差、标高或标低价格。尽管交易点差在即期外汇市场以及账户中可交易的差价合约的某些产品市场上十分常见，但您应当意识到根据保证金大小的不同点差的影响可能很大，并且点差可能也会使您更难从交易中获利。此外，您未平仓的即期外汇和差价合约交易若自动滚存，那么兴业可能会收取利息费用。您应当综合考虑利息费用、点差、标高和标低价格对您能否在交易中获利的影响。

差价合约和即期外汇交易中能够使用“杠杆比率”（例如，在您开户时兴业要求您提供的资金数额与您可以实际交易的大小之比）。这意味着小额的保证金存款能带来巨大的收益或是损失。同时也意味着即使市场小幅波动，也可能导致较大的收益或是损失。

您可能损失所有存入兴业作为保证金的存款，您的账户可能出现负债。某些旨在限定损失的订单（例如“止损”或“限价”订单）可能因市场条件或受到技术限制而无法执行。同时，请注意所有订单（包括止损订单），可能使您在一段短时间内蒙受损失（该损失本是您订单所限制的损失）。

您需要向兴业支付您所承担的所有损失以及其他客户协议中规定的应付款项，例如利息。如果您决定进行差价合约或即期外汇交易，则必须接受该风险等级。

在境外市场或外汇交易的损益会受到外汇汇率影响。外汇交易，包括即期外汇和外汇差价合约，涉及完全用本国货币进行的投资中所没有的风险。这类风险包括（但不限于）国外政治或经济政策的变更带来的风险，可能将极大甚至永久性地更变交易条件、条款、市场开拓能力或外汇价格。外汇合约交易的盈利或亏损（无论是在您所在的或是其他的管辖区交易）都会受到汇率浮动的影响，这是因为合约交易货币需要转换成另一种货币。

兴业作为做市商以及您在兴业进行的所有即期外汇和差价合约交易的主体。我司不必成为所有交易工具的做市商，并有绝对酌情权拒绝接受任何订单。兴业所提供的市场（包括报价）都取自相关市场的报价。兴业无法控制价格的波动，其波动可能非常剧烈并无法预测。此类波动将影响兴业的报价，无论您能否在某个价格开仓及平仓。在市场波动的情况下，您可能很难或无法清算现有的头寸，评估未平仓合约的价值，决定一个公道的价格或是评估风险的大小。这就是差价合约和即期外汇交易涉及风险增长的原因之一。在兴业交易差价合约和即期外汇交易不同于受监

and spot forex trading with Henyep is not conducted on a regulated exchange, and there is no clearing house or other central counterparty which guarantees our payment obligations to you under contracts that you enter into. Consequently, engaging in CFDs or spot forex trading may expose you to substantially greater risks than other instruments which are so traded. You can only look to Henyep for performance on all CFDs and/or spot forex Transactions you enter into with us and for return of any margin. The insolvency or default of Henyep could cause you to lose the value of all positions carried in your Account and could cause you to suffer additional losses from open positions.

As a CFD and spot forex market maker Henyep may have access to information that is not available to you, may have acquired trading positions at prices that are not available to you, and may have interests different from your interests. Henyep does not undertake any obligation to provide you with market or other information we possess, nor to alter or refrain from our own trading.

Henyep's main business is the provision of spot forex and CFD products. Our principal place of business is at 28 Throgmorton Street, London, EC2N 2AN. Our registered office is at 150 Aldersgate Street, London EC1A 4AB.

Henyep is authorised and regulated by the UK Financial Services Authority.

If there is anything you do not understand, please contact our Customer Services Team at customerservice@hyinvestment.com.

管的交易所交易，没有清算所或其他中央结算对手以保证您所签订协议中规定的给付义务。因此，进行差价合约或即期外汇交易所涉及的风险远大于其他交易工具。您只能依据在兴业开设的所有差价合约和/或即期外汇合约以及利润返还来定。兴业的破产或违约可能使您损失账户内所有头寸资金，且您有可能因未平仓合约遭遇更多损失。

作为差价合约和即期外汇的做市商，兴业可能拥有您不能获取的信息，可能在您无法获取的价格下单，可能获取与您不同的利息。兴业没有义务向您提供我们所拥有的市场或其他信息，也无须改变或停止我们自己的交易。

兴业的主要业务是提供即期外汇和差价合约产品。我司的总部位于 28 Throgmorton Street, London, EC2N 2AN，注册办事处位于 150 Aldersgate Street, London EC1A 4AB.

兴业经由英国金融管理局授权及监管。

如有任何疑问，请通过电邮customerservice@hyinvestment.com联系我们的客服团队。

SCHEDULE 2

Glossary of Terms

“**Account**” means the Client’s account having such details as set forth in the Client’s Trading Agreement with Henyep.

“**Automatic Termination**” shall have the meaning set out in Clause 10.2.

“**Client Money Rules**” means the client money rules of the FSA set out at the CASS module of the FSA’s handbook or any successor provisions.

“**Business Day**” means a day on which Henyep is open for business as shown on the Henyep web site.

“**Closing of a Transaction**” means performance of a Transaction that is opposite in direction and in magnitude (quantity or amount) equivalent to an Opening Transaction, that has the effect of realising a gain or loss.

“**Commissions**” means any and all commissions charged by Henyep in relation to this Agreement and any Transaction entered into pursuant hereto.

“**Eligible Claimant**” means a person who is eligible to bring a claim for compensation under the Financial Services Compensation Scheme in accordance with the rules of the FSA.

“**European Economic Area**” means the Member States of the European Union (Austria, Belgium, Bulgaria, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom) and Iceland and Liechtenstein.

“**Trading Platform**” means the Trading Platform including various proprietary software provided to the Client by Henyep in respect of Transactions for the Account.

“**Notice**” to the Client means a notice provided by Henyep by telephone, e-mail or facsimile transmission or through its publication on the Henyep web site or through the Trading Platform. Unless otherwise specifically set forth in this Agreement all Notices will be with immediate effect.

“**Opening of a Transaction**” means the opening of a Transaction by the Client through the Trading Platform, or by Henyep according to the Client’s phone instructions.

“**Rollover**” means applying interest rate adjustments and/or applying any other fees that are applicable to the Account, if any spot forex Transaction or spot CFD Transaction is not closed-out by the Client prior to 4:00pm Eastern Standard Time on the business day such spot Transactions are entered into.

“**Stop Loss Order**” means an Order to close out or, as the case may be, to open a position if the market price reaches a specified price, which may represent a loss or a profit on the relevant Transaction.

“**Value Date**” means the settlement date of a Transaction.

附录 2

术语表

“**账户**”表示客户账户包含兴业客户交易协议所列细节

“**自动终止**”见条款 10.2 的定义。

“**客户资金条款**”表示根据英国金融管理局（FSA）守则或任何后续规定的敏感信息模式（CASS）制定的客户资金条款。

“**工作日**”表示兴业营业的日子，具体如兴业网站所示。

“**交易关闭**”表示执行与建仓交易大小（数或量）相等的反操作，通过此操作可实现盈利或亏损。

“**佣金**”兴业根据本协议及任何根据本协议进行的交易，收取的任何或所有佣金。

“**合格索赔人**”表示根据英国金融管理局（FSA）条例，依照其金融服务补偿计划有资格提出索赔的个人。

“**欧洲经济区**”表示欧盟成员国（奥地利，比利时，保加利亚，塞浦路斯，捷克，丹麦，爱沙尼亚，芬兰，法国，德国，希腊，匈牙利，爱尔兰，意大利，拉脱维亚，立陶宛，卢森堡，马耳他，荷兰，挪威，波兰，葡萄牙，罗马尼亚，斯洛伐克，斯洛文尼亚，西班牙，瑞典和英国）以及冰岛和列支敦士登。

“**交易平台**”交易平台包括兴业提供给客户的各类专有软件以处理账户交易。

“**通知**”对于客户意味着兴业通过电话，电邮或传真，或通过兴业网站或交易平台发布出来的通知。除非在本协议中特别说明，所有通知都将立即生效。

“**建仓交易**”表示客户通过交易平台，或兴业根据客户的电话指示建仓交易。

“**隔夜利息**”表示如果客户没有在即期外汇或差价合约交易建立的那个工作日美国东部标准时早上 4 点前关闭此类即期合约，则会对账户进行利率调整及/或收取任何其他费用

“**止损指令**”表示当市场价达到特定水平，关闭或开设头寸，这可能意味着相关交易的亏损或获利。

“**起息日**”表示交易结算日

SCHEDULE 3

Trading Platform Terms

Terms applicable to the Download Platform

Henyep Download Platform – HYT4

1. No automatic stop orders are placed for you. You can place stop orders but it is important that you understand that you do so at your own risk and that they are not guaranteed by us to be executed. For example, if the market moves through a stop loss price level without trading at it, the stop loss order will not be executed at the stop loss price, but will be triggered and executed at the first available market price.
2. You can hold simultaneous long and short open positions in the same instrument.
3. If your Account equity drops below a certain level established by us in accordance with Clause 4.1, a Margin Call will be sent to your email address on a daily basis. In addition hourly alerts will be sent to your Account area on the Trading Platform.
4. When you select the amount you wish to trade, you cannot see the contract size you will trade. You can only see the volume expressed in our standard lots, or fractions of our standard lots. For example: you can choose to trade 1 lot, or 0.50 lot or 0.02 lot, etc.
5. If your Account balance is well below the margin requirement, established by us in accordance with Clause 4.1 at a level established by us and notified to you (the "Close Out Level") positions will be automatically closed-out by Henyep using the Download Platform to bring the Account above the Close Out Level. We will first close the position showing the biggest loss. If the Account equity is still below the Close Out Level after that, the Download Platform will close out the position showing the next biggest loss. This will continue until the equity to margin requirement ratio goes above the Close Out Level. If you have multiple positions in many products, it is possible that a position protected by a hedge will be closed first, if the loss on that position is largest. This may cause further liquidations.
6. Unrealized profits will be counted within the amount required under Clause 4.1 to open new positions.
7. "Hedging" is permitted in the Account if you are a Download platform client – that is to say that you may carry in the Account both 'long' and 'short' positions on the same security/instrument.

附录 3

交易平台相关条款

下载平台适用条款

兴业下载平台 – HYT4

1. 不可自动设定止损指令。您可以自己设定止损指令，但是您必须了解其风险需要您自行承担，且我司不会保证止损指令被执行。例如，如果市场波动没有在止损价停留而是直接跳过，那么止损指令将不会被执行，但是会以可交易的最新的市场价激活并执行。
2. 您可以同时做多和做空同一产品。
3. 如果您的账户余额低于我司依据条款 4.1 设定的特定水平，那么每日追加保证金的通知将会发送到您的电子邮箱。另外，在交易平台里您将收到每小时发送的提醒。
4. 当您选择想要交易的大小，您将看不到交易合约的大小。只能看到根据我司标准手数计算的交易量，或是我司标准手数的部分。例如：您可以选择交易 1 手，或 0.50 手或 0.02 手等。
5. 如果您的账户余额低于我司根据条款 4.1 设定并已告知于您的最低保证金要求（“强行平仓水平”），兴业将通过下载平台自动平仓以维持账户余额高于强行平仓水平。我司将首先关闭亏损最大的头寸。如平仓后，账户余额依然低于强行平仓水平，下载平台将关闭亏损量位于其后的头寸。依此类推直至账户余额与保证金要求的比率高于强行平仓水平。如果您拥有多种产品的多个头寸，且其中受对冲保护的头寸亏损最大，则最有可能被首先关闭。这可能产生进一步的清算。
6. 在开始新头寸时，未实现的利润将计算在条款 4.1 设定的最低保证金要求内。
7. 如果您是下载平台用户，则允许在交易账户中进行“对冲” - 也就是说您可以同时做多和做空同一产品。

SCHEDULE 4

Terms applicable to Stop and Limit Orders

The following terms apply to all Stop And Limit Orders:

We may in our absolute discretion accept an instruction (a "Stop or Limit Order") from you to open or close any Transaction when our quote in respect of the relevant instrument reaches or goes beyond a level specified by you. You may specify that your instruction is to apply for a limited duration or for an indefinite period (a "Good Till Cancelled" or "GTC" Order). If we accept a Stop or Limit Order then, when the level of our current quote reaches or goes beyond the level of your Stop or Limit Order, your order will be executed automatically at the level of your Stop or Limit Order subject to the following: You acknowledge that where the underlying market is moving rapidly our quote may have gone beyond the level of your Stop or Limit Order by the time your order is executed and in particular you acknowledge that if the relevant underlying market opens with a gap from the previous closing price such that our quote has moved beyond your Stop or Limit Order price your order will be filled at Henyep's quoted price derived from the market opening price or the earliest price reasonably available.

You may with our prior consent (and we will not unreasonably withhold our consent) cancel or amend the level of your Stop or Limit Order at any time before our quote reaches or goes beyond the relevant level. However, once the level has been reached you may not cancel or amend the level of your order. If you enter into any Transaction and place a Stop or Limit Order which, when executed, would be capable of closing or partly closing such Transaction and you subsequently instruct us to close that Transaction, or any part of it prior to the level of the Stop or Limit Order being reached, it is your responsibility to cancel the Stop or Limit Order if you do not want the order to remain valid. If you close your original Transaction and fail to cancel the Stop or Limit Order we shall be entitled in our absolute discretion to treat the Stop or Limit Order as an instruction to enter into a new Transaction for you if and when our quote reaches or goes beyond the level of the Stop or Limit Order.

The following conditions apply to all Stop or Limit Orders:

- a) we will not accept a Stop or Limit Order unless when you instruct us to close part but not all of a Transaction, both the part of the Transaction which you instruct us to close and the part which would remain open if we carried out your closing instruction are equal to or greater than any minimum Transaction size in effect from time to time;
- b) when you instruct us to open a Transaction you must not have committed an Event of Default;
- c) if the Internet session (or telephone conversation) in which you instruct us to open or close the Transaction is terminated as a result of circumstances beyond our reasonable control before we have confirmed that your instruction has been executed by us the Stop or Limit Order shall not take effect;
- d) any Transaction opened by you must be within any credit or position limit in effect with respect to the Account or any Transactions; and
- e) the Stop or Limit Order instruction must be given to us during normal trading hours for the investment in respect of which you instruct us to open or close the Transaction. Details of the relevant trading hours are available on the website.

附录 4

止损和限价订单适用条款

以下条款适用于所有止损和限价订单：

当有关产品报价已达到或超越您所设定的价位时，我司有绝对酌情权决定是否接受您的订单指示（“止损”或“限价”订单）以开始或结束任何合约。您可设定该订单只适用于某个期限内或某个特定时间（即“未注销前有效”订单）。如果我司接受了您的止损或限价订单，当相关产品报价达到或超过您的止损或限价订单所设定的价位时，您的止损或限价订单将会在您所设定的价位自动执行。您应了解市场价格瞬息万变，在执行您的订单的过程中，我司的报价很可能已经超过了您之前设定的止损或限价价格。您应特别了解，如果相关市场开盘价与前一天的收盘价之间出现差价，即我司报价很可能已经超过了您之前设定的止损或限价价格，那么您的订单将采用兴业的市場开盘价或我司所能获取的最早报价执行。

在我司的报价达到您所设定的水平之前的任何时间，您可在得到我司事先同意后（我司不会无故不同意）取消或修改止损或限价指令的水平。但是，一旦达到设定的价格，您将无法再取消或修改订单价格。如您在订单被执行时设置了止损或限价，那么有可能会结束该合约的全部或部分；在达到止损或限价水平之前，您可以另行指示我司将该合约的全部或部分平仓；如您不想止损或限价指示继续有效，您有责任自行将其取消。如果您已将该合约平仓而没有取消该止损或限价指令，当我司的报价达到或超过该止损或限价水平时，我司将享有绝对酌情权将该止损或限价订单视为您要开始新交易的指示。

以下条件适用于所有止损或限价订单：

- a) 除非您指示我司结束部分而不是全部合约，否则我司将不接受任何止损或限价订单。无论是您指示我司结束部分还是仍然保持未平仓部分头寸，其数量都不能小于我司指定的最小交易单位；
- b) 当您指示我司开始某合约时，您必须没有违约行为；
- c) 当您使用互联网通讯（或电话交流）指示我司开始或结束合约时，在我司确认您的指示被执行之前，该通讯因超出我司控制情况被中断。在这种情况下，止损或限价指令将无效。
- d) 您的账户或任何交易所开设的合约数量均不能超出您的信用或成交量限制；以及
- e) 当您向我司发出开始或结束合约的指示时，该指示必须于正常的交易时段内发出。相关交易时间细节请参见我司网站。

SCHEDULE 5

Terms applicable to CFDs on listed equity securities

The following terms apply to all Transactions for the Account in CFDs on listed equity securities

The CFDs we offer on a limited number of listed equity securities give you exposure to changes in the prices of the underlying securities but are cash settled and therefore give you no rights to delivery of any underlying securities

A. Dividends

A dividend adjustment is applicable if an ex-dividend date occurs for an underlying security with respect to which you have an open CFD. If you have any open long positions, a dividend adjustment will be credited to the Account. If you have an open short position, the dividend adjustment will be debited from the Account. The dividend adjustment will be made gross, with no adjustment for tax. The responsibility for any tax payable with respect to any such payment is yours.

B. Corporate Events

In the case of a bonus issue, reclassification, subdivision, consolidation, free distribution, scrip or rights issue or similar event affecting the underlying security, we will determine the appropriate adjustment, if any, to be made to the related CFD. Such adjustments will be at our absolute discretion and shall be conclusive and binding. Our adjustments will take account of the dilative or concentrative effect necessary to preserve the economic equivalent of the rights and obligations of the parties under the relevant trade immediately prior to such event.

Where a takeover offer is made in respect of a company in whose shares you hold an open CFD we may upon Notice to you close out any open CFD positions. The price at which we close out any such position will be at such price as we establish in good faith in our absolute discretion.

Where a company for whose shares you hold an open CFD becomes subject to an insolvency or analogous event or trading in its shares is suspended for any reason, we will endeavour to reach agreement with you on a closing date and a closing price for the relevant Transaction. In the absence of any such agreement, then that Transaction shall remain open until such time as the shares of the company in question resume trading or the company becomes insolvent or is otherwise dissolved. In each such case, in the absence of agreement between us we shall establish the closing level date and price for any open Transaction acting in good faith.

C. Quoting Prices In the event that no price is available to us for any security on which we generally quote a CFD price, whether because such security is not quoted on the market on which it is listed or for any other reason, we will not generally quote a price for a CFD on such security. In such event we shall not be liable for any losses arising from any delay or loss caused to you by the price unavailability.

D. Terminology

All references to market terms such as 'dividends', 'take-overs', 'mergers', and other such terms mentioned in this Schedule are intended to be understood as those terms are generally used in financial markets. If any dispute arises our determination of the correct interpretation of such terms in a manner which shall be fair, conclusive and binding.

附录 5

上市股票差价合约适用条款

以下条款适用于所有上市股票差价合约交易的账户

我司提供有限的几种上市股票差价合约，您可以获取该股票的价格变动（以现金结算），但没有权利交割任何此类股票。

A. 股息

您持有的差价合约的相关股票价格会于除息日作股息调整。在持多仓的情况下，股息调整会存入您的交易账户。在持空仓的情况下，股息调整会从您的交易账户扣除。股息调整以总数计算，不含税收调整。客户应承担所产生的应缴税款。

B. 公司事件

在影响相关股票交割的情况如派发红股、股份重新分配、股份拆细、股份合并、或类似事件发生，如有需要，我司会对相关差价合约作出适当调整。我司有绝对酌情权作出该调整，而且是最终且有约束力的决定。我司的调整会顾及必要的摊薄或浓缩效应以保障在该事件之前有关交易各方在经济上的权利和义务的平衡性。

在您所持股票差价合约的上市公司被收购的情况下，我司或会发出该差价合约的平仓通知。我司有绝对酌情权并依照诚信原则设定此类合约的平仓价格。

如果您所持股票差价合约的上市公司无论因何种原因出现破产或类似事件或停牌的情况，我司会竭力与您为相关交易协商一个平仓日期和平仓价格。如未能达成一致，该交易会维持未平仓状态，直至其相关股票恢复买卖、或相关上市公司破产或破产以其它形式解除。如发生以上情况，双方未达成一致，我们会根据诚信原则设定此类未平仓合约的平仓日期和平仓价格。

C. 报价

无论是因为市场没有相关股票报价或是出于其它任何原因，使得我司不能获取到任何相关股票的差价合约报价时，我司将不会提供该股票的差价合约报价。因此类延误或无法获取报价所造成的任何损失，我司概不负责。

D. 术语

本协议内所引述的市场术语如“股息”、“收购”、“合并”，或其他术语，应被视为金融市场普遍使用的术语。如有任何异议，我司对该术语的解释会是公平、最终且具约束力的。

Application Form

In providing our products and services to you, we are required to obtain information from you in order to assess whether a given product or service is appropriate for you.

If you fail to provide sufficient information in this regard (or fail to provide any information), there is a strong risk that we will not be able to assess whether you have the necessary knowledge and experience to understand the risks involved.

Therefore in order for us to proceed on your behalf, please complete the following information so we are able to determine whether the products and services are appropriate for you.

I. Personal Details

(For joint account holders please submit supplementary form)

li
.....
Surname

xiaomei
.....
Forenames

23-11-1970
.....
Date of Birth

China
.....
Nationality

13512345678
.....
Mobile Number

lixiaomei@hotmail.com
.....
Email address

II. Trading Experience:

(please tick appropriate boxes)

Products

	1 - 3 Years	3 - 5 Years	Above 5 Years
Futures & Options			
Bonds & Shares			
Forex			
Bullion			
Commodities			
Spread Bets			

Number of Trades During last 3 months Without Receiving Advice from an Investment Adviser

	5-10	11-20	Above 20
Futures & Options	✓		
Bonds & Shares			
Forex			
Bullion		✓	
Commodities			
Spread Bets			

III. Identification

Please provide evidence of your identification and residential address.. Clients should select 1 from Section A and 1 from Section B below:

Section A:

- Copy of valid passport
- Copy of photo ID card

Section B:

- Copy of a utility bill including your address
- Copy of bank statement showing your name and address

I declare by my signature;

- that the information stated above is correct and warrant that copies of documents provided either in hard copy or by electronic means as proof of my identity are true copies of the origin
- to have read, understood and agreed to the Customer Agreement and all its' contents.

I am aware of the risks involved in trading the products offered and request HY Investment to go ahead and open the account.

李晓梅 (手写亲笔签名)

.....
Customer Signature

25-01-2010

.....
Date

For and on behalf of Henyep Capital Markets (UK) Limited

.....
Authorised Signature

.....
Date

申请表

在向您提供我司的产品及服务之前，我司需要您提供相关信息，以评估我司既定的产品或服务是否适合您

如果您未能提供完整的信息（或未能提供任何信息），我司很有可能无法评估您是否具备必要的知识和经验来理解交易所涉及的风险。

因此，请完整填写下列信息以便我司判断所提供产品和服务是否适合您。

I. 个人资料

(联名客户请填写附加表格)

.....
姓氏

.....
名称

.....
出生日期

.....
国籍

.....
手机号码

.....
电邮地址

II. 投资经验:

(请在合适的选项格内打勾)

产品

	1-3年	3-5年	5年以上
期货及期权			
债券及股票			
外汇			
贵金属			
商品			
点差交易			

过去3个月中，在未接受投资顾问建议的情况下，所交易的数量

	5-10	11-20	20以上
期货及期权			
债券及股票			
外汇			
贵金属			
商品			
点差交易			

III. 身份证明

请提供您的身份及地址证明文件。客户需提供下列 A 类文件一项及 B 类文件一项：

A 类:

- 护照等有效证件的复印件
- 身份证复印件

B 类:

- 含您地址的公用设施费用账单
- 含您地址和本人姓名的银行账单

我在本协议签名，表示；

- 以上我所提供的信息均真实无误，并保证无论是通过书面或是电子形式提供的身份证明文件复印件都是忠于原件的。
- 我已经阅读，理解并接受客户协议及其全部条款。

我明白交易贵司提供的产品所涉及的风险，并要求兴业投资继续为我开设账户。

.....
客户签名

.....
日期

兴业资本市场（英国）有限公司代表

中文译本 仅供参考 无需签署

.....
授权人签名

.....
日期

Introduction

(Completion of this section is required only when the customer opens account through an Introducing Broker)

Introduced by:

zhang san (代理姓名)

.....
Name of Introducing Broker - IB

We confirm that we have identified the above mentioned client and confirm having attached true copies of identification and other documentation required by regulatory authorities with appropriate English translations where required.

李四 (代理授权人亲笔签名, 如无授权人则代理本人亲笔签名)

.....
Signature of IB's Authorised Staff

li si (代理授权人姓名, 如无授权人则代理本人姓名)

.....
Name of IB's Authorised Staff

25-01-2010

.....
Date

For and on behalf of Henyep Capital Markets (UK) Limited

.....
Authorised Signature

.....
Date



介绍

(该表格仅限经代理商介绍开户的客户填写)

介绍人:

中文译本 仅供参考 无需签署

.....
介绍经纪人(代理)姓名

我司确认我司认识以上客户并确认根据监管部门要求附上的身份证明文件及其它资料均真实可信并按要求附上正确的英文翻译。

中文译本 仅供参考 无需签署

.....
代理商授权人员签名

.....
代理商授权人员姓名

.....
日期

兴业资本市场(英国)有限公司代表

中文译本 仅供参考 无需签署

所有内容以英文版为主

.....
授权人签名

.....
日期

