

得发金业有限公司  
DANPAC BULLION LIMITED

贵金属买卖客户协议书  
PRECIOUS METALS TRADING CLIENT AGREEMENT

**风险披露声明 Risk Disclosure Statements**

1. 客户应该了解在进行买卖黄金或贵金属等现货的过程中，是有机会获得利润，但同时亦有可能遭受亏损，而在不利的买卖情况下，亏损程度甚至会超过最初存入的保证金额。黄金或贵金属等现货价格的变动会受到多种不能预测的世界性因素影响。当价格大幅度变动时，市场或有关监管团体可能采取某些行动，导致客户无法及时结算亏损的买卖合约。虽然交易商的职员及代理人对市场变动不断留意，但他们无法预测利润或亏损。  
PLEASE BE ADVISED THAT TRADING IN SPOT GOLD OR SPOT PRECIOUS METALS OR ANY OTHER SPOT PRODUCTS INVOLVES THE POTENTIAL FOR PROFIT AS WELL AS THE RISK OF LOSS WHICH MAY UNDER ADVERSE TRADING CONDITIONS EXCEED THE AMOUNT OF INITIAL MARGIN DEPOSIT. MOVEMENTS IN THE PRICE OF SPOT GOLD OR PRECIOUS METALS OR ANY OTHER SPOT PRODUCTS WOULD BE INFLUENCED BY A VARIETY OF FACTORS OF GLOBAL ORIGIN AND DIMENSION MANY OF WHICH ARE UNPREDICTABLE. VIOLENT MOVEMENTS IN THE PRICE OF GLOBAL GOLD OR PRECIOUS METALS OR ANY OTHER SPOT PRODUCTS MAY RESULT IN ACTION BY A MARKET OR RELEVANT REGULATORY BODY AS A RESULT OF WHICH A CLIENT MAY BE UNABLE TO SETTLE ADVERSE TRADES. ALTHOUGH THE STAFF AND AGENTS OF THE DEALER WOULD CLOSELY FOLLOW THE MARKET MOVEMENTS, THEY ARE UNABLE TO FORECAST ANY PROFIT OR LOSS.
2. 请在签署本协议前，小心阅读整份协议。  
PLEASE READ VERY CAREFULLY THE WHOLE OF THIS AGREEMENT BEFORE YOU SIGN ON IT.

本协议于\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日签订。协议的其中一方为得发金业有限公司（以下简称「交易商」），其注册办事处或主要营业地点位于香港中环永乐街5号永安祥大厦19-20楼，而另一方（以下简称「客户」）的名称、地址及详情则载于本协议之附录中。

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN DANPAC BULLION LIMITED whose registered office is situated at 19-20/F, Wing On Cheong Building, 5 Wing Lok Street, Central, Hong Kong (hereinafter referred to as "the Dealer") of the one part and the party whose name, address and description are set out in the Schedule hereto (hereinafter called "the Client") of the other part.

鉴于

WHEREAS:-

- I. 客户有意在交易商处开立一个或多个账户，以供客户买卖交易商不时提供予客户买卖之香港、伦敦及其它地方进行交易的贵金属现货及非贵金属现货（以下统称「贵金属现货」），而为此目的，客户要求交易商持其在交易商处开立的一个或多个账户，并执行客户的贵金属现货买卖指令。  
The Client is desirous of opening one or more accounts with the Dealer as the Client may participate in the sale and purchase of spot gold, spot precious metals and spot base metals traded in Hong Kong, London and elsewhere from time to time provided by the Dealer (hereinafter collectively referred to as "spot precious metals") and has requested the Dealer to maintain an account or accounts with the Dealer for him for such purpose and to execute his order for such spot precious metals trading.
- II. 交易商同意按下列条款及条件，不时应客户的要求并由交易商自行决定让客户开立一个或多个账户，并接受及保持该以名称、号码或其它方式授权的所有贵金属现货买卖指令。  
The Dealer agrees that it will from time to time at the request of the Client and at its sole discretion allow the Client to open one or more accounts with it and accept and maintain such account(s) to be designated by name(s), number(s) or otherwise, and will execute directly or indirectly all orders given or authorized by the Client for the sale and purchase of spot precious metals upon the terms and conditions hereinafter appearing.

双方兹协议如下

NOW IT IS HEREBY AGREED as follow:-

1. 字词释义

DEFINITION OF TERMS

- A. 「客户」一词用于本协议时，如客户为个人，则包括客户本人，其遗嘱执行人及遗产管理人；如客户为独资经营商号，则包括东主、其遗嘱执行人及遗产管理人；如客户为合伙经营商号，则包括客户账户保持有效时各合伙人、其遗嘱执行人及遗产管理人，以及此后加入或曾经成为合伙人的任何人士、其遗嘱执行人及遗产管理人；如客户为公司，则包括该公司及其继承人。  
"The Client" wherever used shall in the case where the client(s) is/are individual(s) include the client(s) and his/her respective executor(s) and administrator(s) and in the case where the client is sole proprietorship firm include the sole proprietor and his respective executor(s) and administrator(s) 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 are being maintained and their respective executor(s) and administrator(s) and any other person or persons who shall at any time hereafter be or have been a partner of and in the firm and his/their respective executor(s) and administrator(s) and the and where the client is a company include such company and its successor(s).
- B. 「基本保证金」指交易商不时自行决定要求客户存入的按金。该等保证金须于发出买卖指令时或之前存入交易商，作为对所有贵金属现货交易的担保。

"Necessary Margin" means such level of deposit as may be required of the Client by the Dealer at the Dealer's discretion from time to time to be deposited with the Dealer at the time of or before a trading order is placed by the Client as security for all spot precious metals transactions.

- C. 「追加保证金」指在基本保证金因市场价格的不利波动而出现亏损时，交易商要求客户要补付的保证金。追加保证金额必须是百分之百补足至基本保证金的数额。  
"Variation Margin" means such additional deposit required of the Client by the Dealer in the event that the Necessary Margin has been impaired due to adverse price fluctuation in the market. The amount of Variation Margin required of the Client shall be the amount required to restore the deposit to 100% of the Necessary Margin.
- D. 「附加保证金」指交易商认为应增收客户的按金。此等保证金是作为客户透过交易商进行的任何或所有贵金属现货交易时的进一步担保。  
"Additional Margin" means such further or additional deposit as the Dealer shall deem to be necessary to be paid by the Client as the further security for any or all spot precious metals transactions placed or to be placed by the Client with the Dealer.
- E. 「日」指香港注册银行开门营业的任何一日。  
"Day" means any day during which licensed banks in Hong Kong are open for business in Hong Kong.
- F. 「工作日」指除了香港宪报公布的公众假期外的任何周日（不包括星期六及星期日）。  
"Working Day" means any weekday (that is, excluding Saturdays and Sundays) other than a day which is a gazetted public holiday in Hong Kong.
- G. 「授权代理人」指客户按本协议第 3 D 条委任的一个或多个授权代理人。  
"Authorized Agent" means an authorized agent or agents appointed by the Client in pursuance to paragraph 3D of this Agreement.

## 2. 资格 CAPACITY

- A. 个人客户兹保证本身已届成年及具行为能力，而商号或公司客户兹保证本身是正式组成及注册。客户同时保证本身有权订立本协议及一切买卖合同，而在任何情况下，本协议及该等买卖合同对客户构成法律约束力及可执行的责任。  
The Client warrants that in the case of an individual, he is of full age and capacity and in the case of a firm or corporation, it is duly constituted and incorporated and has power to enter into this Agreement and all contracts made or to be made, and in any case, this Agreement and such contracts are and will constitute legal binding and enforceable obligation of the Client.
- B. 客户兹确认，贵金属现货买卖极之反复无常，而尽管客户可能曾经听取或被视为曾经听取交易商、其代理人或职员的意见，但客户订立之一切买卖合同，均视为客户本身的决定，客户须独自承担一切风险。交易商并不保证任何声明或意见的真确性，客户不应依赖此等声明或意见。客户亦确知，交易商的职员无权代表交易商作任何声明或提供任何意见，而交易商的行政人员及职员所提供的意见只属个人意见，客户须凭本身的判断作出任何决定，不应依赖该等意见。在任何情况下，客户均不能就由于信赖该等意见而造成的任何损失，要求提供意见者或其它任何人负责。  
The Client hereby acknowledged that trading in spot precious metals is extremely volatile and that in respect of all and any contracts he shall be deemed to have entered into the same upon his own judgment and at his sole risk, notwithstanding that he may have taken advice from or been deemed to have been advised by the Dealer, its agent or staff. The Dealer does not guarantee the accuracy of such advice, the Client shall not rely on such advice. The Client acknowledges that he is further aware that none of the agents and staff of the Dealer is authorized on behalf of the Dealer to give any representation or advice and that if such advice be given, the same is only a personal opinion of the person giving it and the Client will exercise his own judgment in making his own decision and in no event shall rely on it and shall in no event hold the person giving the advice or any other person liable for any loss resulting from the Client's reliance upon such advice.
- C. 交易商兹保证本身为一家根据香港法例第三十二章的公司条例正式注册成立的有限责任公司。  
The Dealer hereby warrants that it is a company duly incorporated with limited liability under the Companies Ordinance, Chapter 32, Laws of Hong Kong.

## 3. 账户之操作 OPERATION OF ACCOUNT

- A. 客户有权自行决定选择下列(a)一种方式，或 (a)+(b) 两种方式操作其账户：  
The Client may elect at his sole discretion either (a), or (a)+(b) of the following modes of operation of his account(s):
- (a) 客户自行发出指令，操作其账户；  
to operate the account(s) by giving orders himself;
- (b) 客户根据本协议的规定，委托交易商或一名代理人操作其账户。  
to operate the account(s) by appointing the Dealer or a person appointed by him in accordance with this Agreement.
- B. 客户若根据第 3A(b)条，选择委任交易商或其它人士为其代理人操作其账户，客户须自行拟备委任通知书，提交予交易商。本协议附录一载有该委任通知书的式样，客户可参考该式样拟备委任通知书。客户兹确认，该通知书仅供参考，客户在自行拟备及签署委任通知书前，有权自行征询独立法律意见。客户亦确知，交易商并无藉本协议任何部份，对客户作出本协议第 3A 条中的选择作出任何诱使、影响或意见。交易商声明及客户兹确认，本协议附录一所载的委任通知书式样，并不构成本协议之一部分。  
In the event that the Client elects to operate the account(s) in accordance with paragraph 3A (a) or (b) hereof, the Client shall prepare his notice of appointment and submit the same to the Dealer. The sample of the notice of appointment was set out in Appendix 1 to this Agreement. The Client can prepare his own notice of appointment by reference to the sample. The Client hereby acknowledged that the sample set out in Appendix 1 is for reference only. Before the Client prepares and signs the

notice of appointment, the Client acknowledges that the Client is entitled to seek independent legal advice. The Client further acknowledges that the Dealer does not induce, influence or advise the Client in making his election under paragraph 3A by any part of this Agreement. The Dealer declares and the Client acknowledges that the sample of notice of appointment set out in Appendix 1 to this Agreement shall not form any part of this Agreement.

- C. 如客户选择根据第 3A(b)条委任交易商为其正式授权代理人, 代理操作其账户, 则交易商将受命担任客户的代理人, 客户并同意授权交易商, 有权以客户的名义代表客户, 操作客户的账户, 以及有权决定签署贵金属现货买卖指令确认书(如有需要的话)。客户兹批准及确认交易商以客户代理人身份所发出的所有黄金现货买卖指令。  
If the Client elects to appoint the Dealer as his duly authorized agent to operate his account(s) in accordance with paragraph 3A(b) hereof such appointment shall constitute the Dealer to be the Client's attorney and agent whereby the Dealer is entitled to operate the account(s) of the Client in the Client's name and on the Client's behalf and to sign the confirmation of orders for the sale and/or purchase of spot precious metals as the Dealer may deem fit (if necessary) and the Client hereby undertakes to ratify and confirm all such sale and/or purchase orders for spot precious metals which the Dealer shall place as such attorney and agent of the Client.
- D. 如客户选择根据第 3A(b)条委任一名交易商之外的其它人士为其买卖代理人(以下简称「授权代理人」), 则不论授权代理人是否交易商的雇员, 授权代理人将受命担任客户的代理人, 并可全权操作客户在交易商处开立的账户。交易商有权并据此获指示, 接纳由授权代理人发出的有关操作客户账户的指令或指示。客户兹批准及确认授权代理人以客户代理人身份为客户账户进行的一切买卖。  
In the event that the Client elects in accordance with paragraph 3A(b) to appoint a person other than the Dealer, whether in the employ of the Dealer or not, as his trading agent ("the Authorized Agent"), such appointment shall constitute the Authorized Agent to be the attorney and agent of the Client with full power to operate accounts of the Client maintained with the Dealer and the Dealer is entitled and hereby instructed to accept orders or instructions given by the Authorized Agent for the operation of the Client's account(s) and the Client hereby undertakes to ratify and confirm all and any transactions which the Authorized Agent shall make as such attorney and agent of the Client in respect of the account(s) of the Client.
- E. 客户同意即使授权代理人可能是受雇于交易商, 授权代理人仍是客户的代理人。授权代理人向客户作出的任何声明或保证, 不构成交易商的任何声明或保证。客户亦同意交易商无须对授权代理人的任何行为或疏忽负责。  
It is expressly agreed by the Client that the Authorized Agent is the agent of the Client despite the fact that such Authorized Agent may be in the employ of the Dealer. Any representation or warranty made or to be made by the Authorized Agent to the Client shall not constitute any representation or warranty of the Dealer. Further, it is expressly agreed by the Client that the Dealer shall not be responsible for any act deed or omission committed by such Authorized Agent.
- F. 上述第 3D 条所述的授权代理人无权代表交易商接受任何向交易商支付的款项。客户应直接向交易商支付所有款项, 必须直接向交易商支付, 并应索取由交易商发出的正式付款收据。上述授权代理人亦无权代表客户接受付款。除非客户以书面发出其它指示, 否则所有按本协议该支付的款项, 必须指明支付予客户。  
Such Authorized Agent in paragraph 3D hereof has no authority from the Dealer to accept payment to himself for and on behalf of the Dealer. All payment payable to the Dealer by the Client must be made to the Dealer directly and an official receipt from the Dealer for such payment shall be obtained for such payment. Further, such Authorized Agent has no authority to accept payment on behalf of the Client. All payment payable to the Client under this Agreement shall be made to the Client's name unless specifically instructed by the Client in writing otherwise.
- G. 根据上述各条款所作的任何选择或委任应全面有效, 直至撤销委任或更改选择的书面通知送达本协议所载交易商的注册地址或主要营业地点。撤销委任或更改选择的书面通知应于交易商实际接获书面通知及确认后, 才立即生效。  
Any election or appointment made pursuant to the aforesaid paragraphs shall remain in full force and effect unless and until written notice of revocation of appointment or change of election has been delivered to the Dealer at the Dealer's registered address or principal place of business as stated in this Agreement and such revocation or change of election shall take immediate effect upon actual receipt of such notice and confirmation by the Dealer.
- H. 客户可以参考本协议附录二所规定的式样, 拟备并向交易商送交新的委任通知书, 以重新委任他人取代原来委任的授权代理人。直至交易商实际接获及确认由客户发出的重新委任通知书为止, 交易商有权继续接纳由原来委任的授权代理人所发出的指令及指示。按此条款委任出新的授权代理人后, 本协议包括第 3A 至 3H 条的规定, 将全面适用于新任授权代理人。  
The Client may appoint another person to substitute and replace the appointed Authorized Agent by preparing and delivering to the Dealer a fresh notice of appointment by reference to the form set out in Appendix II hereof. The Dealer is entitled to accept orders and instructions from the originally appointed Authorized Agent until the actual receipt and confirmation of a fresh notice of appointment from the Client by the Dealer. Upon the appointment of a substitute or replacement Authorized Agent under this paragraph, the provisions of this Agreement including the paragraph 3A to 3H shall apply in full force and effect to the substitute or replacement Authorized Agent.

#### 4. 指令及代理人 ORDERS AND AGENT

- A. 客户向交易商发出的所有指令, 必须清楚明确, 而所有指令均须遵守本地或其它有关市场当时存在或生效的所有章程、规则、条例、习惯、惯例、裁定及诠释, 同时亦须遵守当时适用的所有法律、规则及条例, 否则所有指令均作无效。  
All orders must be given by the Client to the Dealer in clear and unambiguous terms and all orders shall not be valid unless the same shall be in compliance with all constitution, rules, regulations, customs, usages, rules, and interpretations, from time to time existing or in force in the local or other markets concerned and, in compliance with all laws, rules and regulations then applicable thereto.
- B. 客户或其授权代理人可借口头(以电话或实际接洽)或藉交易商所指定的互联网站或其它交易商不时指定的方式发出指令。客户兹同意, 交易商有权在收到指令时, 以任何交易商指定的方式(包括但不限于核对交易商向客户发出的交易户口及密码), 以核实客户或其授权代理人身份。除非获交易商书面同意或认可, 否则指令一经发出, 一概不可撤销或撤回。  
Orders to execute contracts may be given orally (whether by telephone or actual meeting) by the website specified by the Dealer or any other method prescribed by the Dealer from time to time and whether by the Client or his Authorized Agent.

The Client agrees that the Dealer is entitled to verify the identity of the Client or his Authorized Agent by any means prescribed by the Dealer (including but not limited to confirming the dealing account and password of the Client issued by the Dealer) and orders once given shall not be revoked or withdrawn without the written consent or confirmation of the Dealer.

- C. 客户同意并声明其本身充份了解贵金属现货买卖所涉及的风险，并确知其向交易商发出的指令，可能会受当时情况影响而无法执行（包括但不限于结算所持合约而订立相配合的指令），而任何合约在此等情况下所招致的损失，均须由客户承担。客户亦同意交易商毋须对任何合约招致的损失负责，又如此等损失是因执行客户指令的方式或时间所致，交易商亦毋须负责。
- The Client agrees and declares that he is fully aware of the risks involved in trading in spot precious metals and is also aware that orders placed with the Dealer may, depending on the then prevailing circumstances, fail to be executed (including but not limited to an order to settle an existing contract by entering into a matching contract) and all losses incurred in any contract in such circumstances shall be borne by the Client. The Client further agrees that the Dealer shall not be liable for any loss incurred in any contract or by reason of the manner or timing of execution of any order given by the Client
- D. 交易商的结算单将确认：  
A statement by the Dealer confirming that:
- (a) 客户指令及/或：  
an order has been received from the Client and/or;
- (b) 代客户执行合约后所发出的确认书及交易商发出而由其授权职员签署对账单，将被视为决定性的凭证。如交易商及客户对客户指令及交易有任何争议，一切皆以交易商所保存的纪录为准及为决定性的凭证。  
a contract has been executed for the account of the Client and any statement of account prepared by the Dealer and signed by its authorized officer shall be conclusive evidence thereof. In the event that any dispute arises in respect of the order and transaction of the Client between the Dealer and the Client, the records preserved by the Dealer shall be final and conclusive evidence thereof.
- E. 不论在任何时间，交易商均无义务接受任何指令或任何合约，包括但不限于任何相配合合约或用以全部或部份结算所持合约的任何合约。  
The Dealer is under no obligation whatsoever at any time to accept any order or to enter into any contract, including but not limited to any matching contract or any contract to settle any existing contract in whole or in part.
- F. 交易商兹承诺，不管此条款的上述规定，交易商会尽力执行所有客户发出的指令，但须视乎当时的市场情况而定。  
Notwithstanding the foregoing provisions in this clause, the Dealer hereby undertakes to use its best endeavours to execute all orders received from the Client subject, however, to the then prevailing circumstances of the market at the relevant time.

## 5. 结算及保证金

### SETTLEMENT AND MARGINS

- A. 客户须向交易商存入保证金，金额由交易商不时指定，而存入的货币须为交易商所接受者。若存入货币并非港元 / 美元，交易商将以其取得的汇率，将之兑换港元 / 美元。交易商只须在忠诚的基础上指定汇率而毋须提供最佳汇率，客户在交易商处的账簿，概以美元入数，而客户结束账户时，亦须接受以港元 / 美元支付的结存。  
The Client shall deposit with the Dealer margin at such level as the Dealer may specify from time to time in such currency as may be acceptable to the Dealer but such currency not being Hong Kong dollars / US dollars shall be converted into Hong Kong dollars / US dollars at a rate to be arranged by the Dealer. Provided that such arrangement is made in good faith, the Dealer shall not be required to give the best exchange rate. The Client's ledger with the Dealer will be based in US dollars at all times and at the closing of the Client's account(s), the Client shall be obliged to accept payment of any balance in Hong Kong dollars / US dollars.
- B. 客户在交易商处开设所有新账户前，必须先存入交易商规定的最低存款。在进行所有买卖交易前，客户须确保交易商处存有交易商不时规定的基本保证金，以确保其买卖指令能够执行。客户的账户只要尚有未平仓合约（即尚未交或收的贵金属现货以完成合约，或合约尚未平仓），客户仍须存入保证金，以维持其账户的基本保证金水平。倘基本保证金出现亏损，则客户须存入追加保证金，以百份之百补足规定的金额，惟客户不得迟于交易商指定的时间存入该追加保证金，否则交易商可全权决定采取其认为适当的行动，以保障交易商本身的利益。倘客户持有不同时间订立的未平仓合约，交易商有权选择将某些合约斩仓，并决定斩仓次序。交易商亦有权为客户的未平仓合约进行对冲。该等行动将是等同于交易商遵照客户正式向交易商发出的指示行动，并对客户具约束力。客户不可撤销地同意，交易商在采取上述行动时，没有任何责任或义务使客户减少或免受损失。客户兹同意，客户须弥偿交易商对该等行动所引起的一切支出、费用及损失。  
A minimum deposit prescribed by the Dealer shall be required of the Client prior to opening all new account with the Dealer. The Client shall maintain a Necessary Margin with the Dealer as required by the Dealer from time to time for all trading transactions in order to secure performance on his contract commitments. For as long as the account shows an open position (that is, before contract is fulfilled by making or taking delivery of the spot precious metals or before such contract is liquidated), the Client shall deposit and maintain the Necessary Margin in his account. If the Necessary Margin is impaired, the same shall be restored by the Client to 100% of the required amount by depositing a Variation Margin not later than such time as the Dealer may prescribe, failing which the Dealer will have an absolute discretion to effect such act as it deems fit to protect its interest. In such circumstances where the Client holds open positions taken out at different times the Dealer shall have the right to choose which position should be liquidated and in what order. The Dealer shall also have the right to hedge the open positions of the Client. Such act or acts shall be binding upon the Client as if proper instructions to effect the same had been duly given to the Dealer by the Client. The Client irrevocably accepts that in carrying out such act or acts as aforesaid, the Dealer owes no duty or obligation of whatever nature to the Client to minimize or eliminate his loss. The Client agrees that he shall indemnify the Dealer for all the expenses, charges and losses incurred in respect of such act or acts taken out by the Dealer.
- C. 倘交易商本身酌情认为需要，或交易商确定需要增加附加保证金，客户同意接到交易商此等要求时，即向交易商存入该附加保证金，惟即使已作出增收附加保证金的要求，交易商仍可随时行使其在上述 5 B 条所列的权利。交易商

可自行决定随时更改保证金金额。任何以往的保证金金额，均不能作为先例，而新订的金额一经确立，即可适用于受更改影响的现有及新订合约。

Should the Dealer at its sole discretion deem it necessary or if the Dealer determines that Additional Margin is required, the Client agrees to deposit with the Dealer such Addition Margin upon demand, provided, however, notwithstanding any demand for Additional Margin, the Dealer may at any time exercise its rights in accordance with paragraph 5B above. The Dealer may change margin requirements at its sole discretion and at any time. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to new positions in the contracts affected by such change.

- D. 凡客户交予交易商的任何款项，不论作为存款、保证金、抵押或作任何其它用途，绝不享有任何利息。  
The Client shall not be entitled to any interest from the Dealer on any money paid to the Dealer whether as deposit, margin or security or for any purpose whatsoever.
- E. 交易商发出之收到客户保证金的收据，仅作为确认客户已将该笔保证金存入其在交易商开立的账户的决定性凭证，别无其它用途。  
The issue of the Dealer's margin receipt shall be conclusive acknowledgement of the deposit of the specified amount of margin in the Client's account(s) with the Dealer only and shall serve no other purpose whatsoever.

## 6. 抵押 LIEN

- A. 客户交由交易商代管及 / 或登记于客户账户内或以其它方式交由交易商占有，不论作任何用途，包括用作客户账户一切欠款的抵押、用作客户以当事人、担保人、保证人或其它身份欠下或应付予交易商或尚未与交易商确定的一切债项的抵押，以及用作客户与交易商任何其它债项的抵押（不论该等债项如何招致）的所有财产、证券、股票、货款及结存，交易商对之一律拥有留置权。  
The Dealer shall have a lien on all property, securities, credits and credit balances carried by and/or with it in any account for the Client or otherwise in the Dealer's possession for whatsoever purpose including safekeeping as security for all debit balances in any of his account(s) and as security for all his liabilities accrued due or contingent to the Dealer whether as principal, guarantor, surety or otherwise and as security against any other liability of the Client and the Dealer howsoever the same may arise.
- B. 交易商特此获授权从客户存入的保证金或抵押品调拨款项，以弥补客户在交易商处账户中的所有欠款，而毋须事先要求客户补仓或向客户发出通知。  
The Dealer is specifically authorized to transfer such amount from the margin or security deposited with it by the Client without call or notice as may be necessary to cover all debit balances which may arise in the Client's account(s) with the Dealer.

## 7. 交易 DEALINGS

- A. 交易商进行任何交易或订立任何合同时，可代表任何人士进行买卖。交易商本身或其代理人或雇员有权为客户的未平仓合约订立相对合约。  
In any transaction or contract, the Dealer may trade for any party or parties. The Dealer is entitled to by itself or its agents or staffs take opposite position to match open position of the Client.
- B. 客户发出的任何指令，可能在有关的市场直接执行，或可能透过与任何人士或在任何市场进行买卖以执行之，亦可能透过任何经纪、代理人、或往来人士或公司间接执行而毋须通知客户及客户同意。  
Any order from the Client may be executed directly in the relevant market or with any person or market or indirectly through any broker agent, corresponding person or company without notifying the Client and without consent of the Client.
- C. 客户确知贵金属现货买卖价因机构而异，而且分秒变动，并承认即使按照公布的价格，亦可能无法成交。因此，客户兹同意，接受交易商不时开报的价格为当时能取得的最佳价格。  
The Client acknowledges that spot precious metals trading prices may vary from institution to institution and from second to second and that it may prove impossible to effect trades even at advertised prices. Thus the Client agrees to accept that such prices as the Dealer may offer him from time to time is the best price then available.
- D. 客户将遵守及接受交易商不时规定的一切规则、保证金金额、交易事实、落单时间表、收货及 / 或其它有关贵金属现货买卖的事项。  
The Client shall observe and accept all rules, margin deposit requirements, trading facts, time table(s) for placing order(s), taking delivery and/or other matters for and related to spot precious metals trading as prescribed by the Dealer from time to time.
- E. 一切有关交易或合约的税项及征费，概由客户全部承担，而客户须保障及补偿交易商免受此等税项及征费负担。  
All taxes and levies in respect of any transaction or contract shall be borne solely by the Client who shall indemnify the Dealer against payment of the same.
- F. 未取得交易商的书面同意前，客户不得典卖、抵押或按揭任何合约，不得将合约中的利益转让。  
The Client shall not pledge, charge or mortgage any contract or assign the benefit thereof without the prior written consent of the Dealer.
- G. 客户可从保证金账户中提取款项，惟须以书面通知交易商其提款意愿。交易商收到通知后，将在四天内付款予客户。客户提款的限额，以该账户的结存减去基本保证金，再减去交易商接获客户提款当天客户未平仓合约的浮动毛损额计算。客户同意，交易商有权决定可供客户提取的实际款项金额。  
The Client may make withdrawals from his margin account(s) by giving the Dealer notice in writing of his intention to withdraw and payment will be made to the Client before the expiration of the fourth (4<sup>th</sup>) Working Days after receipt of such notice. The amount to be withdrawn by the Client must not exceed the credit balance in the said account less the Necessary Margin and the amount of the Client's gross floating loss calculated on his open position/contracts at the date the Client

makes the withdrawals. The Client agrees that the Dealer has the right to determine the actual amount of the withdrawals by the Client.

**8. 垫款  
ADVANCES**

- A. 倘客户未能或不愿意在交易商要求结算之日结算合约，在交易商同意后，交易商可（但没有义务）为客户提供垫款，垫款方式为直接结算整份合约或其中部份，而客户同意在交易商要求偿还时，以等值港元偿还该笔垫款（汇率由交易商指定。交易商只须在忠诚的基础上指定汇率，而毋须提供最佳汇率。），另加垫款利息。利息以香港上海汇丰银行有限公司当时有效的最优惠贷款利率加三厘为年利率，自垫款日起至完全清偿款项当天止，逐天以单利率计算。  
In the event of the Client not being able or not willing to settle any contract on such dates as the Dealer shall require settlement, with approval of the Dealer, the Dealer may (but without obligation to do so) make advance to the Client by way of direct settlement of any contract in whole or in part and the Client undertakes repay the Hong Kong dollars equivalent (at the exchange rate or rates as the Dealer shall stipulate. Provided such stipulation is made in good faith, the Dealer shall not be required to give the best exchange rate) of any such advance to the Dealer upon demand with interest thereon at the rate of 3% per annum above the prime lending rate in Hong Kong quoted by The Hongkong and Shanghai Banking Corporation Limited for the time being in force calculated on a daily simple basis from the date of such advance up to and including the date of repayment in full.
- B. 除上述事项外，以下情况亦须征收利息，利率则如第 8A 条所订：  
In addition to the above, interest at the said rate in accordance with paragraph 8A shall be chargeable on the following items:
- (a) 基本保证金、追加保证金或附加保证金中尚未以现金缴付或存入的任何部份；  
any part of the Necessary Margin, Variation Margin or Additional Margin not paid or deposited in the form of cash;
- (b) 应付予交易商而未付的任何款项。  
any amount due to the Dealer and remain outstanding.
- C. 本条文的规定，不应理解为交易商须向客户提供上述垫款的义务，亦无损于交易商按本协议、各合约或根据法律、冲平法或惯例向客户或任何其它人士行使的权利及可索取的补偿。  
Nothing herein contained shall be construed as binding the Dealer to make any advance to the Client as aforesaid nor shall prejudice any of the rights and remedies which the Dealer may have against the Client or any other persons under this Agreement, the Contracts or otherwise conferred by law, equity or usage.

**9. 交收及保管  
DELIVERY AND CUSTODY**

- A. 客户在买卖香港进行交易的贵金属现货时，若交易商同意有关产品现货可以进行实物交收，客户可以书面或传真方式向交易商发出指示，要求以实际交收。交易商在接获该等指令，会以客户在落单时同样方式确认该指令及执行该等指令，所有有关费用包括手续费全由客户承担。  
In the event of sale and purchase of spot metals traded in Hong Kong only, if the Dealer agrees that the actual delivery of the relevant spot products, the Client may give instructions to the Dealer in writing or by fax for actual delivery of the orders and the Dealer will execute such orders upon such instructions being confirmed by the Dealer in the same manner at the time such orders are placed. All expenses including handling charges shall be borne by the Client.
- B. 如客户以第 9(A)条所订要求实货交收，须缴付交易商订定的保险费及遵守有关附加条件；凡超过 100 两或交易商不时指定的限额的实货交收，客户必须于每日上午 10 时 30 分前通知交易商，逾时通知，交易商有权延至下一个交易日交收；如遇有关贵金属市场无足够货源时，交易商有权延迟交收，直至有关市场交收正常为止。客户同意，交易商有权视乎市场情况，调整实货交收予客户的时间及数量。  
The Client shall bear all insurance charges specified by the Dealer and abide by all other terms and conditions as specified from time to time by the Dealer when requesting for actual delivery in accordance with paragraph 9A. All orders of actual delivery over 100 taels or any limit set by the Dealer from time to time are to be received by the Dealer before 10:30 in the morning of each day and failure to do so may result in postponement of delivery to next day by the Dealer. When there is a shortage of supply in precious metals market, the Dealer may postpone delivery until the market returns to normal state. The Client agrees that the Dealer has the right to adjust the time and amount of delivery to the Client according to the market circumstances.
- C. 客户在完全结算有关合约而使交易商满意前，交易商没有义务按该合约向客户付款或交货。在客户未缴清款项前，即使贵金属现货已交予客户，交易商仍拥有该等贵金属现货的所有权益，而交易商有权进入任何物业或以其它方式取回该等贵金属现货。  
The Dealer shall not be under any obligation to make any payment or delivery to the Client pursuant to any contract until the Dealer shall have been satisfied that the Client has made full settlement of the contract to which the payment or delivery relates. Before full settlement as aforesaid, the property in spot precious metals shall remain vested in the Dealer notwithstanding delivery of the same to the Client, and the Dealer reserves the rights to enter into any premises or by other means to recover possession of the same.

**10. 不履行合约  
DEFAULT**

- A. 为执行本协议及进行任何贵金属现货买卖，下列任何事项均足以构成不履行合约事件:-  
For the purposes of this Agreement and for any trading in spot precious metals, any of the following events shall constitute an event of default:-
- (a) 客户延迟或未能遵守本协议的条款及条件或任何买卖合约的条款。  
Any delay or default by the Client in complying with the terms and conditions hereof or under the terms of any trading contract.

- (b) 如客户为个人或商号，则客户或其任何合伙人:-  
In the case that the Client is an individual or a sole proprietorship firm or a partnership, the Client or the owner of the sole proprietorship firm or any of its constituent partners:-
- (i) 逝世;  
dying;
  - (ii) 作出破产行为或遭他人申请其破产或按破产条例(香港法例第6章)进行个人自愿安排; 或 committing any act of bankruptcy, or a petition for bankruptcy having been filed against him or entering an individual voluntary arrangement under Bankruptcy Ordinance (Chapter 6, Laws of Hong Kong); or
  - (iii) 神经失常或丧失订立协议或合约的行为能力。  
becoming insane or otherwise losing his full capacity to enter into agreements or contracts in general.
- (c) 如客户为公司，则客户本身结束营业或清盘，或发生任何可能导致结束营业或清盘的事件、决议、会议、申请或命令，或控制性股东转变。  
In the case of a corporate Client, the winding-up or liquidation of the Client or any event, resolution, meeting, petition or order which may lead to such winding-up or liquidation or change of the major shareholder.
- (d) 对于所有客户而言:-  
In the case of all Clients:-
- (i) 客户的任何资产遭他人委任接管人予以接管，或遭受任何扣押或执行;  
the appointments of a receiver over any of the Client's assets or the Client suffering any levy or execution thereon;
  - (ii) 客户任何债项应偿还或到期时，客户基于任何原因未能或不复予以清偿; 或 the Client shall for any reason fail or cease to pay any of his or its debts as and when they fall due or mature; or
  - (iii) 客户与债权人之间建议或执行任何协议。  
there has been proposed or implemented any scheme of arrangements between the Client and his or its creditors.
- B. 在发生任何不履行合约事件时，交易商享有的所有权利及补偿即自动变成可以行使，而毋须向客户发出任何通知。此等权利及补偿包括但不限于出售抵押品、抵销及合并账户、取消尚未执行合约、将未平仓的合约平仓及自客户账户中调拨或出售贵金属现货等一切权力。  
Upon the happening of any event of default, all the rights and remedies of the Dealer shall automatically become exercisable without the need of any notice being given to the Client, including but not limited to all powers of sale of securities, set-off and consolidation of account, cancellation of unperformed contracts, settlement of unliquidated contracts and appropriation of spot precious metals from the Client's account, or sale thereof.
- C. 交易商在行使上述权利及补偿时导致的任何损失或损害，除非是由于交易商处理严重失当或其严重过失所致，否则交易商一概毋须负责。  
The Dealer shall in no way be liable for any loss or damage arising from the exercise of any of its rights and remedies as aforesaid save where such loss or damage arises from the serious misconduct or gross negligence on the part of the Dealer.

## 11. 结算合约 SETTLEMENT

- A. 客户账户在结束时结存的款项，将在交易商收到提款通知后不迟于四个工作天退还客户。  
The balance left in the Client's account(s) at termination of such account(s) shall be repaid to him not later than four (4) Working Days after receipt of notification thereof.
- B. 即使交易商的业务出现任何变化或由他人继承，本协议的所有条款仍保持有效，而在客户逝世后，本协议的所有条款对其遗产代理人具约束力。交易商可自行决定结束客户全部或任何账户而毋须等待委出客户遗产代理人，亦毋须通知任何已委任的遗产代理人。  
All provisions hereof shall survive any change or succession in the Dealer's business and shall be binding after the Client's death upon his personal representative(s). The Dealer may, at its discretion, close all or any of the accounts of the Client without waiting for the appointment of a personal representative for the estate of the Client and without notification to any such personal representative, if any.
- C. 若客户账户全部结算，导致上述账户中没有存款或出现亏欠，交易商有权终止本协议，毋须通知客户（但无损于任何在终止前或因终止本协议而应享有的权利）。  
Full liquidation of the Client's account(s) resulting in a zero or debit balance in the said account(s) shall be deemed to operate as an irrevocable option for the Dealer to terminate this Agreement without notice (but without prejudice to any right accrued due prior to termination or arising thereout).
- D. 倘客户逝世或结束营业，交易商有权视其尚未平仓合约为己结算，而所有尚未履行的合约均视为取消，惟在交易商实际接获该客户逝世或结束营业的通知前，交易商对接获该等通知前所采取的任何行动，一概毋须负责。  
In the event of the death or winding-up of the Client, all open position shall be, at the Dealer's sole discretion, deemed settled and all unperformed contracts be deemed, at the Dealer's sole discretion, cancelled but the Dealer shall not be responsible for any action taken on such orders prior to the actual notice by the Dealer of the death or winding-up of the Client.
- E. 倘客户未能遵守上述第5条或本协议其它地方所载的条款，不论交易商是否按本协议规定终止本协议，交易商均有权自行作出选择，将客户托管或存于交易商处的全部或任何资产公开或私下出售，以完全或局部为客户账户斩仓，或为客户账户进行对冲买卖；交易商毋须事先要求客户补仓或向客户发出通知或通告，而一切引致损失的风险，概由客户承担。在交易商提出要求时，客户须实时支付其账户中亏欠的款项，不论该等亏欠的原因为何；客户亦同意

倘因其违法或不履行义务而使交易商遭受任何损失、索偿或损害，须对交易商作出全面补偿。交易商执行本条款所列的任何权利，不导致客户在交易商处所开账户的任何亏蚀或欠款获得放弃、撇除或清偿。

In the event the Client fails to meet the terms specified in paragraph 5 above or elsewhere herein whether or not the Dealer terminates this Agreement as herein provided, the Dealer shall have the right at its election without call or notice and at the Client's risk as to loss to liquidate his account(s) in whole or in part by public or private sale of all or any of the property and assets carried by or deposited with the Dealer or to hedge the same. Upon demand, the Client shall pay promptly any deficiency in any of his account(s) howsoever the same may arise and agree to indemnify the Dealer fully against any loss, claim or damage suffered by the Dealer as a result of the Client's misfeasance or non-feasance. The enforcement of any right hereunder shall not operate as any waiver, release or discharge of any deficit or debit balance which may occur in the Client's account(s) with the Dealer.

## 12. 结算及报告

### STATEMENTS AND REPORTS

- A. 交易商的名各职员，不论其为雇员或代理人，特此获明确授权，就客户在交易商处所开的账户或其账户现有或未来的交易，在客户的营业处、通讯处、住所或任何电子通讯系统与客户联络。  
Each member of the Dealer's staff whether as employee or agent is hereby expressly authorized to communicate with the Client at his place of business, correspondence, residence or any telecommunications with regard to any of his account or accounts with the Dealer or any existing or future transaction with the Dealer for his account(s).
- B. 凡发给客户报告、确认书、通知或其它任何通讯（如客户为联名账户而没有指定联络人，则以本协议附录所列首名人士作收件人），可发往本协议所列的地址、传真号码、电话号码，或发往客户此后以书面通知交易商的其它联系办法；凡据此发出的通讯，不论以邮递、传真、电邮、电话、信差或其它方式发出，一经电子完成、致电、投寄或由传达代理人收讫，不论通讯是否已实际为客户所接获，均视作已发出论。倘客户未能通知交易商，其保存在交易商处的数据须作更改，客户同意对此负全责或承担所引起的一切后果。  
Reports, written confirmations, notices and any other communications may be transmitted to the Client (who, in the case of a joint account without nominating a person thereof will be deemed for these purposes to be the person whose name first appears in the Schedule hereto) at the address, or fax number or email address or telephone number given herein, or at such other contact details as the Client hereafter shall notify the Dealer in writing, and all communications so transmitted, whether by mail, fax, email, telephone, messenger or otherwise, shall be deemed transmitted when electronically completed telephoned or when deposited in the mail, or when received by a transmitting agent, whether actually received by the Client or not. The Client accepts full responsibility or all consequences arising out of any failure to notify the Dealer of any necessary alteration in his particulars kept in the records of the Dealer.
- C. 执行客户指令的书面确认书及客户账单的结算，均为决定性凭证；若该等文件以邮递、传真、电邮或其它方式发予客户，在发予后四个工作天内，客户并未以书面提出反对及将反对书送往该等文件所载的地址（或交易商以书面通知的其它地址），则视为客户已接纳该等文件论。  
Written confirmations of the execution of the Client's orders and statements of the Client's account(s) shall be conclusive evidence and deemed to be accepted if not objected to in writing by the Client directed to the address stated therein (or such other address communicated in writing by the Dealer) within four (4) working days after transmittal thereof to the Client, by mail, fax, email or otherwise.
- D. 倘双方有争议或意见分歧，客户接受并同意交易商所存在买卖记录为证明其内容真确的决定性凭证，并应获任何法院或仲裁机构采纳而毋须对该等记录再作或提供适当证明。  
In the event of a dispute or difference arising between the two parties, the Client accepts and agrees that copies of the Dealer's trading records shall be conclusive proof of the truth of the contents thereof and shall be admissible in any court of law or arbitration without further or proper proof thereof.
- E. 如因通讯设施/计算机系统停顿或发生故障或软件故障或任何其它非交易商能合理地控制及预知的原因，以致使指令的传递受到延误，因而造成任何损失或损害，交易商毋须对客户负责。  
The Dealer shall not be liable to the Client for any loss or damage due to any delay in the transmission of orders arising out of any breakdown or failure of communication facilities/computer systems/software or any other causes beyond the Dealer's reasonable control and anticipation.

## 13. 收费

### CHARGES

- A. 若客户的账户出现亏欠，交易商将据此亏欠收取合理的利息及费用，此等利息及费用为交易商一般向客户所征收的，以全数补偿其提供的方便及额外服务（包括一切托收手续费及合理的法律费用）。在交易商提出要求时，客户须实时清偿拖欠交易商的所有债务。  
Debit balance in the Client's account(s) shall be charged with such reasonable interest and charges as the Dealer may make to its client generally to cover its facilities and extra services on full indemnity and reimbursement basis (including all costs of collection and reasonable legal fees). The Client shall promptly settle, upon demand, all liabilities outstanding to the Dealer.
- B. 交易商有权向客户收取费用或要求客户付款，而客户同意当交易商提出要求时，不论是在指令执行前或执行后，客户会向交易商支付佣金，佣金收费率由交易商按每份合约不时指定。客户并同意就根据任何合约买入或同意买入的贵金属，向交易商支付过市未平仓合约的利息及保管费、其它宿舍仓费及杂费及保险费，收费率由交易商不时指定。  
The Dealer shall be entitled to charge or demand payment from the Client and the Client agrees to pay upon demand at any time whether prior to or after execution of any order or orders commission at such rate or rates as the Dealer shall specify from time to time in respect of each contract, interest and custodian fee on overnight open positions, other storage and miscellaneous charges and insurance for precious metals purchased or agreed to be purchased under any contract at such rate or rates as the Dealer shall from time to time specify.
- C. 客户的账户若出现亏欠，交易商将据此征收利息，利息以香港上海汇丰银行有限公司当时的最优惠贷款利率加三厘的年利率按日以单利率计算。  
Debit balance in the Client's account(s) shall be charged with interest at the rate of 3% per annum above the prime lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited for the time being in force calculated on a daily

simple basis.

**14. 清洗黑钱  
MONEY LAUNDERING**

- A. 客户绝不可参与或直接或间接从清洗黑钱或有关非法活动中得益。  
The Client shall not directly or indirectly benefit from, or be a party to, any money laundering or related illegal activities.
- B. 香港及其它司法管辖区均有严厉的法律规管清洗黑钱活动。若交易商知悉、怀疑或有原因地怀疑任何交易，当中客户直接或间接参与，并涉及不法活动、隐瞒不法来源或利用交易商提供的服务进行犯罪活动，交易商将有责任向有关司法管辖区的有关执法机关报告。  
Hong Kong and some other jurisdictions have strict laws on money laundering that may impose an obligation upon the Dealer to report the Client to the relevant authorities within such jurisdictions if the Dealer knows, suspects or has reason to suspect that any transactions in which the Client is directly or indirectly involved, amongst other things, involve funds derived from illegal activities or other intended to conceal funds derived from illegal activities or involve the use of the Dealer's services to facilitate criminal activity.
- C. 若交易商知悉或怀疑上述事项，交易商可立刻冻结及/或终止客户在交易商开设的户口。交易商特此保留一切权利，即交易商认为受有关的法例规管时，而向有关执法机关报告。  
If the Dealer has any knowledge or suspicion envisaged above it may immediately freeze and/or terminate the Client's account(s) with the Dealer. The Dealer hereby reserved the right to report the Client to the aforementioned relevant authorities should the Dealer, in its absolute discretion, determines that it is obliged by law to do so.
- D. 交易商在行使第 14 条的权利和义务时导致的任何客户的损失或损害，交易商一概毋须负责。客户须对交易商因执行第 14 条的权利和义务时引起的一切损失、损害、支出及费用。  
The Dealer shall in no way be liable for any loss or damage of the Client arising from the exercise of any of its rights and obligations under paragraph 14 hereof. The Client shall indemnify the Dealer for any loss, damage, expenses and charges arising out of any execution of paragraph 14 hereof.

**15. 杂项  
MISCELLANEOUS**

- A. 如因任何非交易商所能控制的原因，包括但不限于火灾、风暴、天灾、暴动、罢工、封闭工厂、战争、政府管制、本地或国际间的限制或禁制、任何设备的技术性故障、电子故障、停电或任何其它导致或可能导致贵金属现货价格走势异常原因、国际或本地市场休市或任何其它影响交易商运作的原因，致令交易商不能或延迟履行其义务，交易商一概毋须负责。  
The Dealer is not liable for any failure or delay to meet its obligations due to any cause beyond its control which shall include but not limited to fires, storms, act of God, riots, strikes, lock-outs, wars, governmental control, restriction or prohibition whether local or international, technical failure of any equipment, power failure, black-outs or any other causes which results or is likely to result in the erratic behavior of the spot precious metals, the closure of international and local market or any other causes affecting the operation of the Dealer.
- B. 本协议的所有条款，在任何方面均不能放弃、更改、修改或修订，除非该等放弃、更改、修改或修订以书面写明，并由交易商其中一名授权职员在其上签署。客户除非向交易商递交书面撤销通知并获交易商同意，否则不得撤销本协议。交易商在接获书面撤销通知前按本协议订立的任何交易，均不受该撤销影响。  
All provisions of this Agreement shall not in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment be committed to writing and signed by one of the authorized officers of the Dealer. This Agreement shall not be revoked by the Client except by writing delivered to the Dealer who has duly accepted the intended revocation. Such revocation, however, shall not affect any transaction entered into by the Dealer pursuant to this Agreement before written notice of the revocation has been received by the Dealer.
- C. 本协议将维持全面有效，直至交易商接获并接受客户的终止通知书或客户接获交易商的终止通知书时告终；交易商可凭本身决定，按上文规定对客户的账户进行斩仓或将客户的账户转让予客户指定的经纪或经纪公司。  
This Agreement shall continue to be in full force and effect until receipt and acceptance by the Dealer from the Client of written notice of its termination or receipt by the Client from the Dealer of any written notice of its termination and at the Dealer's election, the Dealer may liquidate the Client's account(s) as hereinbefore provided or transfer the Client's account(s) to such broker or commission merchant as the Client shall designate.
- D. 若本协议任何条款现时或在任何时候变得与任何市场、国家、政府、监管团体或对本协议标的物有管辖权的任何团体现行或将来制订的法例、规则或条例有抵触，则有关条款须视为被取代或修改，以符合该等法例、规则或条例，但除此之外，本协议在其它方面仍保持全面有效。  
If any provision hereof is or at any time should become inconsistent with any present or future law, rule or regulation of any market or of any sovereign, government or a regulatory body thereof, or of any body which has jurisdiction over the subject matter of this Agreement, the said provision shall be deemed to be superseded or modified to be consistent with such law, rule or regulation, but in all other respects, this Agreement shall continue to be and remain in full force and effect.
- E. 对于客户在本协议下所须履行的任何特定义务，即使交易商优待客户，放弃要求客户履行义务的权利或给予客户任何宽限，亦毋损及不会影响双方在本协议下的任何其它权利或义务。  
Any waiver or indulgence given by the Dealer in favour of the Client in respect of any specific obligation herein of the Client shall not prejudice or affect any other rights and obligations of both parties under this Agreement.
- F. 交易商有权随时以书面通知客户，对本协议作出更改，任何更改在交易商书面通知寄出后七天，将被视作成为本协议之一部分。  
The Dealer may amend any of the terms of this Agreement by sending a notice in writing to the Client setting out such amendment which shall be deemed incorporated 7 days from the date of posting such notice to the Client.

16. 在本协议内，除非与文义相抵触，述及人士的字词包括公司及商号，男性字词则包含女性含义，而单数字词则包括复数意



**网上贵金属现货买卖服务之补充协议书**  
**SUPPLEMENTAL AGREEMENT FOR INTERNET PRECIOUS METALS TRADING SERVICES**

户口号码

Account No. : \_\_\_\_\_

此 补 充 协 议 书 订 立 于  
THIS SUPPLEMENTAL AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ of year \_\_\_\_\_.

由以下人士签署  
BETWEEN :

1. 得发金业有限公司（以下简称「交易商」），其注册地址为香港中环永乐街 5 号永安祥大厦 19-20 楼；及 DANPAC BULLION LIMITED whose registered office is situated at 19-20/F. Wing On Cheong Building, 5 Wing Lok Street, Central, Hong Kong (hereinafter referred to as "the Dealer") and
2. 内附之「客户数据附件」中所载之一方（「客户」）  
the party whose name, address and description are set out in the "Schedule" attached hereto ("the Client").

鉴于  
WHEREAS :

此补充协议是补充其依附的并为交易商与客户签订的客户协议。客户明白交易商提供之网上贵金属现货买卖服务使客户能透过互联网买卖贵金属现货，客户根据以下条款及条件及受此等条款及条件规限，同意开设及维持一贵金属现货交易户口及透过交易商网上贵金属现货买卖服务运作该户口，以进行贵金属现货买卖：

This Supplemental Agreement for Internet Precious Metals Trading Services is supplemental to the Precious Metals Trading Client Agreement entered into by the Dealer and the Client. The Client understands that the Internet Precious Metals Trading Services provided by the Dealer is an automated service that enables him to send electronic instructions to purchase, sell and otherwise deal with spot precious metals. The Client hereby agrees to open and maintain spot precious metals trading account with the Dealer, which can enable him to use the aforesaid services and subject to the following terms and conditions:

**1. 释义**  
**Interpretation**

- 1.1. 本补充协议中的术语之含义与贵金属买卖客户协议书（以下简称「客户协议」）所界定者相同，另有特别声明者除外。  
Terms defined in this Supplemental Agreement have the same meaning as in the Precious Metals Trading Client Agreement ("Client Agreement") unless stated otherwise.
- 1.2. 下列用语，除文意另有所指外，将作如下解释：  
The following expressions shall, unless the context otherwise requires, have the following meanings:
  - (i) 「登入号码」  
"Login" 是指识别客户身份的名称，须配合密码一起使用以接达有关网上贵金属现货买卖服务；  
means the Client's identification, used in conjunction with the Password, to gain access to the Internet Precious Metals Trading Services;
  - (ii) 「密码」  
"Password" 是指客户的登入密码，须配合登入号码一起使用以接达有关网上贵金属现货买卖服务；  
means the Client's password, used in conjunction with the Login, to gain access to the Internet Precious Metals Trading Services;
  - (iii) 「接通代码」  
"Access Codes" 是指密码及登入号码；  
means together the Password and the Login;
- 1.3. 客户协议中提及的「指示」将被视为包括通过网上贵金属现货买卖服务发出的指示。  
References to "Instructions" in the Client Agreement are deemed to include instructions given by means of the Internet Precious Metals Trading Services.

**2. 网上贵金属现货买卖服务的使用**  
**Internet Precious Metals Trading Services**

- 2.1. 当客户收到交易商发出之登入号码和密码时，网上贵金属现货买卖服务将被启动，客户在第一次接连网上贵金属现货买卖服务时应立即更改密码。  
Upon receiving the Login and Password issued by the Dealer to the Client, the Internet Precious Metals Trading Services shall be activated and the Client is advisable to change its Password immediately after the Client has accessed the Internet Precious Metals Trading Services for the first time.
- 2.2. 交易商有权要求客户按交易商不时的通知，在执行其任何指示前存入现金和 / 或商品。

The Dealer is entitled to require the Client to place a cash and / or commodity deposit prior to execution of any instructions as informed by the Dealer from time to time.

2.3. 客户同意:

The Client agrees:

- (i) 将只按照本补充协议、客户协议及交易商不时提供给客户的用户指南(如有的话)所规定的指示和程序使用网上贵金属现货买卖服务; 客户须确保其有足够的计算机或其它知识, 适当地操作及使用网上贵金属现货买卖服务, 及其计算机及其它工具运作正常, 任何由于客户操作不当引起的损失, 交易商概不负责。  
that he shall use the Internet Precious Metals Trading Services only in accordance with this Supplemental Agreement, the Client Agreement and the instructions and procedures as set out in the Dealer's Instruction Manual (if any) which is supplied to the Client from time to time. The Client hereby acknowledges that he shall have sufficient knowledge in computer or other field to operate the Internet Precious Metals Trading Services properly and ensure the computer or other devices of the Client functioning properly and the Dealer shall not be responsible for any loss arising from improper function of the computer or other devices and improper operation on the part of the Client;
- (ii) 确保其本人乃交易商向客户所发行接通代码之唯一经授权使用者, 客户须对所有所作之指示及所有使用接通代码而作的交易全权及单独负责;  
that he shall be the only authorized user of the Access Codes issued to the Client by the Dealer and the Client shall be wholly and solely responsible for all Instructions placed and all transaction conducted with the use of the Client Access Codes;
- (iii) 如果发现登入号码或密码有任何遗失、被窃或未经授权使用, 应立即通知交易商;  
that he shall immediately inform the Dealer if he becomes aware of any loss, theft or unauthorized use of its Login or Password;
- (iv) 不可试图复制、分发、篡改、修改、解编、倒序制造及以其它方法之改动网上贵金属现货买卖之任何部份, 并不可试图在未获授权下接达网上贵金属现货买卖之任何部份;  
that he shall not attempt to copy, distribute, tamper with, modify, decompile, reverse engineer and otherwise alter in any way, and shall not attempt to gain unauthorized access to, any part of the Internet Precious Metals Trading Services;
- (v) 客户在完成每次网上贵金属现货买卖后, 应立即退出网上贵金属现货买卖服务。  
that he shall logoff the Internet Precious Metals Trading Services immediately following the completion of each transaction.

2.4. 客户同意及确认, 交易商于网上提供的报价仅供参考, 交易商并无任何责任根据交易商于网上提供的报价为客户进行交易。一般情况之下, 客户指示一经作出并获接纳后, 客户便不能更改或取消。但买卖贵金属现货的指示在未执行之前, 若交易商认为情况许可, 客户则可更改或取消。客户同意及确认, 交易商有全权不接纳任何客户发出的指示。

The Client agrees and confirms that the quotation prices provided by the Dealer on the internet are for reference only. The Dealer has no obligation to execute any order for the Client in accordance with the quotation prices. In general, an instruction once given and accepted cannot be altered or cancelled by the Client. However, an instruction to sell or buy spot precious metals may be altered or cancelled before execution if the Dealer thinks fit. The Client agrees and acknowledges that the Dealer has all rights in rejecting any instruction given by the Client.

2.5. 客户承认及同意:

The Client acknowledges and agrees :

- (i) 互联网乃固有地不可靠的通讯媒介, 亦非交易商所能控制。客户更须承认由于这些不可靠因素, 数据传送、指示及其它信息的接收时间将有所延迟或耽误, 从而引致指示执行的拖延及 / 或在给予指示时所不同的价格下执行指示。  
that the Internet is an inherently unreliable medium of communication and such unreliability is beyond the control of the Dealer. The Client further acknowledges that, as a result of such unreliability, there may be time lag or delays in the transmission of data and receipt of Instructions and other information and that this may result in delays in the execution of Instructions and / or the execution of Instructions at prices different from those prevailing at the time the Instructions were given;
- (ii) 透过网上贵金属现货买卖服务进行之任何通讯均会出现数据外泄、干扰、延迟、误解或出错之风险, 而此等风险及所引致之损失须由客户绝对地承担。  
that there are risks of leakage of information, interruption, delay, misunderstanding or errors in any communication via the Internet Precious Metals Trading Services and that such risks and any loss arising therein shall be absolutely borne by the Client;

2.6. 如客户于香港以外地区透过网上贵金属现货买卖服务发出任何指示, 客户同意确保及声明在有关司法权区发出指示时会遵守该司法权区任何适用之法律。客户进一步同意如出现疑问将征询有关司法权区法律顾问之意见。客户同意支付就有关任何指示可能须缴付之税项或收费, 交易商并不须就该等费用负上任何责任。

If the Client places any Instructions with the Dealer outside Hong Kong via the Internet Precious Metals Trading Services, the Client agrees to ensure and represent that such instructions will have been given in compliance with any applicable law of the relevant jurisdiction from which the Client's instructions are given. The Client further agrees that it will, when, in doubt, consult legal advisers of the relevant jurisdiction. The Client accepts that there may be taxes or charges payable to relevant authorities in respect of any Instructions and that the Dealer shall not be liable for any such costs.

### 3. 责任和赔偿的限制

#### Limitation of Liability and Indemnification

- 3.1. 交易商、其业务代理、信息供货商、软件供应者以及互联网服务供货商对基于难以合理控制的情况而使客户遭受的任何损失、开支、费用或责任概不负责, 这些情况包括 (但不限于):

The Dealer, its Correspondent Agents, the Information Providers, Software Suppliers and Internet Service Provider shall not be responsible for any losses, costs, expenses or liabilities suffered by the Client resulting from circumstances beyond their reasonable control including, without limitation to:

- (i) 通过不受交易商控制的电子或其它系统与交易商进行通讯往来的延误、失灵或不准确；  
delays, failure or inaccuracies in transmission of communications to or from the Dealer through Internet Precious Metals Trading Services that are not under the Dealer control;
- (ii) 由交易商或其信息供应者或其软件供应者所提供的研究、分析、市场数据以及其它信息的延误、不准确、遗漏或缺乏；  
delays, inaccuracies or omissions in or unavailability of research, analysis, market data and other information provided by the Dealer or its Information Providers or its Software Suppliers;
- (iii) 未经授权下进入通讯系统，包括未经授权下使用客户的登入号码、密码、和 / 或户口号码；及  
unauthorized access to communications systems, including unauthorized use of the Client Login, Password(s) and / or account numbers; and
- (iv) 战争或军事行动、政府的限制、劳资纠纷或任何市场或交易所的正常交易被关闭或中断、恶劣的天气情况及天灾。  
war or military action, government restrictions, labour disputes or closure of or disruption to orderly trading on any market or exchange, severe weather conditions and acts of god.

- 3.2. 客户同意，如客户违反了客户协议（包括本补充协议）、适用的法例或规例、或任何第三方的权利，包括（但不限于）对任何版权的侵犯、对任何知识产权的侵犯以及对任何隐私权的侵犯，而使交易商、其业务代理、软件供应者及信息供应者遭受的任何或所有索偿、损失、责任、开支和费用（包括但不限于律师费），客户将就对此作出赔偿，及保证交易商、其业务代理及信息供应者不会因此而招致任何损失。即使终止本补充协议，客户在此的责任将仍然有效。

The Client agrees to defend indemnify and hold the Dealer, its Corresponding Agents, its Software Suppliers and the Information Providers harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to legal fees) arising from the Client's violation of the Client Agreement (including this Supplemental Agreement), applicable laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Supplemental Agreement.

- 3.3. 客户接受，尽管交易商将尽力确保所提供的信息的准确性和可靠性，交易商并不能绝对保证这些信息准确和可靠，及对由于信息出现任何不准确或遗漏而导致客户遭受的任何损失或损害，本公司概不承担责任（无论是在民事侵权、合约或其它法律上）。客户同意及确认，交易商有权不时更换其业务代理、信息供货商、软件供应者以及互联网服务供货商，及交易商有全权更改、增加、删除及更新网上贵金属现货买卖服务的全部或任何部份的内容（包括但不限于软件及使用方法），而毋须得到客户事先同意。客户承认及同意，客户有责任自行留意及细阅交易商不时发出所有相关的通知或要求，自行根据交易商的通知或要求更改及更新客户使用网上贵金属现货买卖服务的方式（包括但不限于客户的软件及计算机系统提升）。任何因没有根据交易商更改或更新要求而出现延迟、出错、失灵、不准确或不能使用网上贵金属现货买卖服务而引致的损失，一概由客户承担。

The Client accepts that while the Dealer endeavours to ensure the accuracy and reliability of the Information provided, the Dealer does not guarantee its accuracy or reliability and accepts no liability (whether in tort, contract or otherwise) for any loss or damage resulting from any inaccuracies or omission. The Client agrees and confirms that the Dealer has the right to replace its Corresponding Agents, the Information Providers, Software Suppliers and Internet Service Provider and the Dealer has the absolute right to amend, change, add, delete and update from time to time all or any part of the Internet Precious Metals Trading Services (including but not limited to software and operation methods) without prior approval of the Client. The Client acknowledges and agrees, the Client has the duty and obligation to notice, check and peruse all notices and requests issued by the Dealer from time to time and change and update the operation method of the Internet Precious Metal Trading Services pursuant to the said notices and requests (including but not limited to software update and computer system upgrade). Any loss arising from delay, error, failure or inaccuracy or inability to use the Internet Precious Metals Trading Services due to failure of changing and updating shall be borne by the Client.

#### 4. 网上贵金属现货买卖服务之终止

##### Termination of Internet Precious Metals Trading Services

- 4.1. 交易商保留权利，并有绝对酌情权而毋需通知及不受限制地，终止客户接达网上贵金属现货买卖服务或其它任何部分，不论基于任何原因，包括但不限于未经授权下使用客户的登入号码、密码、和 / 或户口号码、违反本补充协议或客户协议、交易商未能继续从任何信息供应者获得任何信息、或交易商与信息供应者之间的一个或多个协议被终止。

The Dealer reserves the right to terminate the Client's access to the Internet Precious Metals Trading Services or any portion of them in its sole discretion, without notice and without limitation, for any reason whatsoever, including but not limited to the unauthorized use of the Login, password(s) and / or account number(s), breach of this Supplemental Agreement, the Client Agreement, discontinuance of the Dealer's access to any Information from any Information Provider or termination of one or more agreements between the Dealer and Information Providers.

- 4.2. 若交易商终止网上贵金属现货买卖服务，信息供应者、软件供货商及交易商将无需向客户承担任何责任。  
In the event of termination of Precious Metals Trading Services by the Dealer, the Information Providers, the Softwares Suppliers and the Dealer shall have no liability to the Client.

#### 5. 风险披露

##### Risk Disclosure

交易商要求客户参阅客户协议中所载的风险披露声明。

The Dealer refers the Client to the Risk Disclosure Statements contained in the Client Agreement.

**6. 一般事项**  
**General**

- 6.1. 根据客户协议，交易商向客户提供的网上贵金属现货买卖服务只限于贵金属现货买卖，其它商品的价格只供客户参考，客户不能使用交易商提供的网上贵金属现货买卖服务作其它商品买卖。  
In accordance with Client Agreement, the Internet Precious Metals Trading Services provided the Dealer is limited to the sale and purchase of spot precious metals. The trading prices of any other products are for reference only. The Client must not participate in trading of any other products using the Internet Precious Metals Trading Services provided by the Dealer.
- 6.2. 倘若发生任何争议，客户同意以交易商的记录（包括电子记录）为准。  
In the event of any dispute between the parties, the Client agrees that the records of the Dealer (including electronic records) shall prevail.
- 6.3. 本补充协议之任何条款及所有透过网上贵金属现货买卖服务完成的交易适用香港特别行政区法律，各方当事人愿意受香港法院的非专属司法管辖权管限。  
This Supplemental Agreement and all transactions effected through Internet Precious Metals Trading Services are governed by the laws of the Hong Kong Special Administrative Region. The parties hereof submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 6.4. 交易商可不时修改本补充协议之条款，并会以书面方式或向客户发出合理通知。  
The Dealer may change the terms in this Supplemental Agreement from time to time by giving the client reasonable notice in writing.
- 6.5. 本补充协议的中文及英文如有义异，概以英文本为准。  
In the event of discrepancy, the English version of this Supplemental Agreement prevails.

IN WITNESS WHEREOF this Supplemental Agreement has been entered into on the day and year above written.

由客户签署  
SIGNED by the Client,

在见证人见证下签署  
in the presence of:-

)  
)  
)  
)  
)  
)

\_\_\_\_\_  
客户签署 Client Signature  
授权签署 / 商业印鉴 Authorized Signature(s) / Business Chop

见证人 Witness

姓名 Name:

地址 Address:

职业 Occupation:

香港身份证 / H.K.I.D. Card / 护照号码 / Passport No.:

由得发金业有限公司承认及接受  
ACKNOWLEDGED AND  
ACCEPTED by  
Danpac Bullion Limited

)  
)  
)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
For and on behalf of  
Danpac Bullion Limited  
得发金业有限公司

在见证人见证下签署  
in the presence of:-

\_\_\_\_\_  
授权签署 Authorized Signature

**贵金属买卖客户协议书之附录**  
**THE SCHEDULE TO THE PRECIOUS METALS TRADING CLIENT AGREEMENT**

户口号码:  
 Account No.: \_\_\_\_\_

开户日期:  
 Account Opening Date: \_\_\_\_\_

户口种类: \_\_\_\_\_ 个人 Individual \_\_\_\_\_ 独资 Proprietorship \_\_\_\_\_ 联名 Joint A/C  
 Type: \_\_\_\_\_ Partnership \_\_\_\_\_ 有限公司 Corporation \_\_\_\_\_ 信托 Trust

客户名称: in English 英文 \_\_\_\_\_

Client Name: in Chinese 中文 \_\_\_\_\_

\*\*\*\*\*

**财政状况:**  
**Financial Position:**

房屋 Flat: \_\_\_\_\_ 自置 owned \_\_\_\_\_ 按揭 mortgage \_\_\_\_\_ 租用 rented \_\_\_\_\_ 其它 others

业务 Business: \_\_\_\_\_ 独资 Sole owner \_\_\_\_\_ 合伙 Partnership \_\_\_\_\_ 有限公司股东 shareholder \_\_\_\_\_ 雇员 employee

银行名称:  
 Bank Name: \_\_\_\_\_

银行账户类别 Type of Account:  
 储蓄 saving \_\_\_\_\_ 来往 current \_\_\_\_\_

投资目的: \_\_\_\_\_ 短期 (1-6 个月) \_\_\_\_\_ 中期 (6-12 个月) \_\_\_\_\_ 长期 (1 年以上)

附注:  
 Remark: \_\_\_\_\_

投资经验: \_\_\_\_\_ 年  
 Investment experience: \_\_\_\_\_ year

预计开户金额: \_\_\_\_\_ 少于港币五万 \_\_\_\_\_ 港币五万至五十万 \_\_\_\_\_ 多于港币五十万  
 Estimated less than HK\$50,000 HK\$50,000-HK\$500,000 over HK\$500,000  
 Initial Margin

(祇适用于个人客户)  
(For Individual Client Only)

香港身份证 / 护照号码: \_\_\_\_\_ 国籍: \_\_\_\_\_ 出生日期: \_\_\_\_\_  
HKID Card / Passport No.: \_\_\_\_\_ Nationality: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

职业: \_\_\_\_\_ 雇主名称: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

服务年期: \_\_\_\_\_ 年薪: \_\_\_\_\_  
Year of Service: \_\_\_\_\_ Annual Income: \_\_\_\_\_

住宅电话: \_\_\_\_\_ 手提电话: \_\_\_\_\_ 公司电话: \_\_\_\_\_ 电邮地址: \_\_\_\_\_  
Residential Telephone No.: \_\_\_\_\_ Mobile Tel No.: \_\_\_\_\_ Office Tel No.: \_\_\_\_\_ Email address: \_\_\_\_\_

住址: \_\_\_\_\_  
Address: \_\_\_\_\_

商业地址: \_\_\_\_\_  
Business Address: \_\_\_\_\_

邮寄通讯 (包括户口结算单) 寄往: \_\_\_\_\_  
All postal communication including Statements of Account to be sent to: \_\_\_\_\_

请声明你与本公司之董事或职员是否有亲属关系  
Please confirm whether you have any relationship with the directors or employees of Danpac Bullion Limited.

有 Yes  没有 No

如有关系, 则详列该董事或职员之数据  
If there is such a relationship please state the information of the director or employee.

姓名: \_\_\_\_\_ 关系: \_\_\_\_\_  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

(祇适用于公司客户)  
(For Corporation Client Only)

客户经营名称: \_\_\_\_\_ 商业登记号码: \_\_\_\_\_  
Client trading name: \_\_\_\_\_ B.R.No.: \_\_\_\_\_

公司注册号码: \_\_\_\_\_ 开业年期: \_\_\_\_\_ 业务性质: \_\_\_\_\_  
Certificate of Incorporation No.: \_\_\_\_\_ Year(s) of Trading: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

注册地址: \_\_\_\_\_  
Registered Address: \_\_\_\_\_

香港营业地址: (如与上述地址不同)  
Principal Place of business in Hong Kong (if different from above)

公司电话: \_\_\_\_\_ 传真号码: \_\_\_\_\_ 电邮地址: \_\_\_\_\_  
Office Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email address: \_\_\_\_\_

请提供合伙人/董事/股东/东主/执事成员之姓名  
Give names and particulars of partners/directors/shareholders/proprietor/executive members.

姓名 Name	职位 Position	香港身份证号码 HKID/Passport No	国籍 Nationality	股东 Shareholding
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

以下任何 \_\_\_\_\_ 位人士可代表客户操作户口, 包括但不限于发出买卖指令及提取户口之款额或资产  
Any \_\_\_\_\_ of the individuals set out below and in the signature card are authorized to operate the Account on behalf of the Client in all aspects including but not limited to giving all buying and selling instructions, depositing and withdrawing any money or other assets in and from the Account.

姓名 (中文及英文) Name (English & Chinese)	香港身份证/护照号码 HKID/Passport No.:	电话号码 Tel No.:	签署式样 Specimen Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

客户声明 Client's Declaration

本人/吾等兹声明在此客户数据表所提供之数据全部为真实、完整及正确，而附上的协议一切内容皆为准确，除非 贵公司接到更改有关本资料表内容的书面通知，否则 贵公司有权完全依赖此等资料之声明作一切用途，贵 公司获授权可随时就核对本数据表所提供之数据事宜，与任何人包括本人/吾等之银行、经纪或任何信用机构进行查询。

I/We represent that the information on this Client Information Statement is true, complete and correct and that the representations in the attached agreement(s) is/are accurate. Danpac Bullion Limited ("the Company") is entitled to rely on such information and representations for all purposes, unless they receive notice in writing of any change. The Company is authorized at any time to contact anyone, including my/our banks, brokers or any credit agency, for the purpose of verifying the information provided on this Client Information Statement.

签署 Signature

日期 Date

注意 Note:

此客户数据表必须连同以下文件:

This Client Information Statement must be accompanied by:

- (I) 个人账户/联名账户 For Individual/Joint Account
  - 1. 客户或各联名账户之身份证或护照影印本（并附上签署）  
Copy of Hong Kong ID Card/Passport of the Client or each of the Joint Account Holders.(With Signature)
  - 2. 地址证明  
Proof of contact details
- (II) 合伙人/东主账户 For Partnership/Sole Proprietor Account
  - 1. 商业登记证验证副本  
Certified copy of Business Registration Certificate
  - 2. 每位合伙人/东主之身份证或护照影印本（并附上签署）  
Copy of Hong Kong ID Card/Passport copy of each partner or sole proprietor (With Signature)
  - 3. 地址证明  
Proof of contact details
- (III) (A) 公司客户 For Corporate Account
  - 1. 授权人身份证或护照影印本（并附上签署）  
Copy of Hong Kong ID Card/Passport of all authorized signatories (With Signature)
  - 2. 董事会决议验证副本  
Certified copy of Board Resolution of the Client in the form as attached approving the opening of account(s) with the Dealer pursuant to the Precious Metals Trading Client Agreement, the Supplemental agreement for Internet Precious Metals Trading Services and all schedules and appendices thereto.
  - 3. 商业登记证验证副本  
Certified copy of Business Registration Certificate
  - 4. 公司注册证书验证副本  
Certified copy of Certificate of Incorporation
  - 5. 公司组织章程大纲细则验证副本(或(如适用)其它相应公司组织文件)  
Certified copy of Memorandum and Articles of Association (or other constitutional documents, as applicable)
  - 6. 最近期周年申报表及随后呈报之报表(包括 D1 及 / 或 D2 之表格)之验证副本  
Certified copy of latest Annual Return together with any subsequent amending documents (i.e. Form D1 and/or D2)
  - 7. 地址证明  
Proof of contact details
- (B) 海外公司账户须提供之额外文件 Additional documents for Overseas Incorporated Corporate Account
  - 1. 董事登记册验证副本  
Certified copy of Register of Director(s)
  - 2. 股东登记册验证副本  
Certified copy of Register of Member(s)

\*\*\*\*\*

本公司专用  
For Official Use Only

- 甲、授权代理人姓名 Name of Authorized Agent \_\_\_\_\_
- 乙、与授权代理人相识年期 How Long Known to Authorized Agent \_\_\_\_\_
- 丙、批准 Approved By \_\_\_\_\_
- 丁、核对文件经手人 Documents Checked By \_\_\_\_\_

上述诠释，均以英文版本为准  
In the event of discrepancy, the English version of this document prevails.

(仅适用于公司客户/For Corporate Client Only)  
(\*仅供参考, 客户可自行拟备中文/英文决议。 \*For reference only, Client may prepare Chinese/English resolution.)

**董事会决议验证副本**  
**CERTIFIED COPY OF BOARD RESOLUTION**

Certified Copy of Resolution of \_\_\_\_\_ (Name of Client)

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD AT THE \_\_\_\_\_ DAY OF \_\_\_\_\_,  
20\_\_ AT \_\_\_\_\_ A.M./P.M.

DIIRECTORS PRESENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. CHAIRMAN**

\_\_\_\_\_ presided as Chairman of the Meeting.

**2. QUORUM**

It was noted that Notice of the Meeting had been given to all the Directors of the Company pursuant to the Company's Articles of Association/Byelaws/constitutional documents and that a quorum of Directors was present and that the Meeting was duly convened and constituted.

**3. ENTERING INTO THE PRECIOUS METALS TRADING CLIENT AGREEMENT**

There was tabled before the Meeting a copies of Danpac Bullion Limited's Precious Metals Trading Client Agreement, the Supplemental agreement for Internet Precious Metals Trading Services and all schedules and appendices thereto ("the said Agreements").

**IT WAS RESOLVED THAT** the said Agreements are hereby approved and **THAT** the Company shall enter into the said Agreements with Danpac Bullion Limited and **THAT** any director be and is hereby authorized to sign the said Agreements and other documents and to do all such acts and things as may be necessary to give effect to the said Agreements.

There being no further business, the Chairman declared the Meeting closed.

\_\_\_\_\_  
Chairman

**CERTIFICATE**

I, \_\_\_\_\_, Director/Secretary of \_\_\_\_\_ (Name of Company) hereby certify that the foregoing is a full, true and correct copy of a Resolution duly and regularly passed and adopted by the Board of Directors of the said Company in accordance with its Articles of Association/Byelaws/constitutional documents on the \_\_\_\_\_ day of \_\_\_\_\_; and that the said resolution has been inserted into the minutes book of the said Company and that the same has not been rescinded or modified and is now in full force and effect.

I further certify that the said Company is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Director/Secretary

Account Number

**账户真正 / 最终受益人声明**  
**DECLARATION OF TRUE OWNER / ULTIMATE BENEFICIARY OF THE ACCOUNT**

致: 得发金业有限公司  
To: Danpac Bullion Limited

日期 Date: \_\_\_\_\_

客户名称 Client Name: \_\_\_\_\_

账户号码 Account Name: \_\_\_\_\_

吾等谨此声明 We declare that:-

- (i) 本声明书内有关账户真正/最终受益人之数据构成本协议之补充和组成部份  
this information provided herein in relation to the true owner/ultimate beneficiary of the Account is supplemental to, and forms part of, the Precious Metals Trading Client Agreement;
- (ii) 在此所提供数据全属真实、完整及正确  
the information provided herein is true, complete and correct;
- (iii) 倘所提供数据有任何重大改动, 吾等将尽快通知贵公司  
we will notify you immediately in writing of any material changes to the information; and
- (iv) 吾等并无代表任何其它人士持有本账户\*  
we are not holding the Account on behalf of or for the benefit of any other person\*; or
- (v) 吾等并无代表下列人士以外之其它持有本账户\*  
we are not holding the Account on behalf of or for the benefit of any other person other than the following named person\* (please complete the information below).

\*\*\*\*\*

以下为授权吾等发出交易指令之账户真正/最终受益人:

The following person is the true owner/ultimate beneficiary of the Account by whom we are authorized to give instructions for Transaction:-

1. 账户真正/最终受益人姓名 Full name of the true owner/ultimate beneficiary of Account:-  
英文 English (Mr/ Mrs/ Miss/ Ms \*): \_\_\_\_\_  
中文 Chinese: \_\_\_\_\_  
别名 Alias: \_\_\_\_\_
2. 客户与账户真正/最终受益人之关系 Relationship of the true owner/ultimate beneficiary of Account with Client:  
\_\_\_\_\_
3. 真正/最终受益人住址和主要营业地址 Home Address and Principal Business Address of the true owner/ultimate beneficiary:  
\_\_\_\_\_
4. 真正/最终受益人国际公司注册地点\* Nationality/Country of Incorporation\* of the true owner/ultimate beneficiary:  
\_\_\_\_\_
5. 真正/最终受益人香港身份证号码/护照号码\* Hong Kong ID Card Number and / or Passport Number\* of the true owner/ultimate beneficiary:  
\_\_\_\_\_
6. 真正/最终受益人出生日期/公司成立日期\* Date of Birth / Date of Incorporation\* of the true owner/ultimate beneficiary:  
\_\_\_\_\_

7. 真正/最终受益人职业/业务性质 Occupation / Nature of Business\* of the true owner/ultimate beneficiary:

\_\_\_\_\_

8. 真正/最终受益人商业登记证编号/公司注册证书编号\* Business Registration Number / Certificate of Incorporation Number\* of the true owner/ultimate beneficiary (if any):

\_\_\_\_\_

9. 真正/最终受益人董事姓名 Name of Directors of the true owner/ultimate beneficiary (if any) :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

授权签署及公司印鉴 Authorized Signature(s) and Company Chop of Client

\*\*\*\*\*

账户真正/最终受益人确认上述之内容  
Contents confirmed by true owner/ultimate beneficiary

账户真正/最终受益人签署 Signature of true owner/ultimate beneficiary  
请提供账户真正/最终受益人之身份证或护照副本  
(please submit photocopy of true owner/ultimate beneficiary's Passport / HKID Card)

**备注 Note:**

- (i) 此声明书应由客户和账户真正/最终受益人填写和签署:  
This declaration is to be completed by the Client and signed by both the Client and true owner / ultimate beneficiary;
- (ii) 如账户真正/最终受益人多于一人时, 则每一名真正/最终受益人均须提供同等数据(即第1至9项之数据), 及签署本声明书  
Where there is more than one true owner / ultimate beneficiary of the Account, the same information is required (as set out in points 1 to 9) for each true owner / ultimate beneficiary, as is his signature.

\*请删去不适用者  
Delete as appropriate

**得发金业有限公司**  
**DANPAC BULLION LIMITED**

**关于香港法例第 486 章个人资料（私隐）条例（「私隐条例」）的客户通知**  
**Circular to Customers relating to the Personal Data (Privacy) Ordinance, Cap.486 (“the Ordinance”)**

- (1) 客户在申请开立户口、延续户口时，要不时向交易商提供有关的数据。  
From time to time, it is necessary for the Client to supply the Dealer with data in connection with the opening or continuation of accounts.
- (2) 若未能向交易商提供所需数据会导致交易商无法开立或延续户口。  
Failure to supply such data may result in the Dealer being unable to open or continue accounts.
- (3) 在客户与交易商的正常业务往来过程中，交易商亦会收集客户的资料。  
It is also the case that data are collected from customers in the ordinary course of the continuation of the business relationship.
- (4) 客户的数据将可能会用于下列用途：  
The purposes for which data relating to a customer may be used are as follows:
  - (i) 为提供服务给客户之日常运作；  
the daily operation of the services provided to customers;
  - (ii) 作信贷检查；  
conducting credit checks;
  - (iii) 协助其它财务机构作信贷检查；  
assisting other financial institutions to conduct credit checks;
  - (iv) 确保客户的信用维持良好；  
ensuring ongoing credit worthiness of customers;
  - (v) 宣传其它服务；  
marketing other services;
  - (vi) 确定交易商对客户或客户对公司的债务；  
determining the amount of indebtedness owed to or by the Client;
  - (vii) 向客户及为客户提供担保或抵押的人直追收欠款；  
collection of amounts outstanding from the Client and those providing security for the Client's obligation;
  - (viii) 根据交易商须遵守的规则、条例及法例要求作出披露；及  
meeting the requirements to make disclosure under the requirements of any rule, regulation or law binding on the Dealer; and
  - (ix) 与上述有关的用途。  
purposes relating thereto.
- (5) 交易商会把客户的数据保密，但交易商可能会把数据提供给：  
Data held by the Dealer relating to the Client will be kept confidential but the Dealer may provide such information to:
  - (i) 任何中介人、承包商，或提供行政、电讯、计算机、支付、或其它和交易商业务运作有关的服务的第三者服务供应人；  
any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or other services to the Dealer in connection with operation of its business;
  - (ii) 交易商的集团公司；  
any group company of the Dealer
  - (iii) 任何对交易商有保密责任的人，包括对交易商有保密数据承诺的专业人士及代理人（包括律师、会计师及信贷管理代理等）；  
any other person under a duty of confidentiality to the Dealer including professionals and agents (including lawyers, accountants and debt collection agents) who have undertaken to keep such information confidential;
  - (iv) 任何和客户已有或建议交易的金融机构或财务机构；  
any financial institution with which the Client has or proposes to have dealings;
  - (v) 任何交易商的实在或建议受让人或参与人或附属参与人或交易商对客户的权利的受让人；及  
any actual or proposed assignee of the Dealer or participant or sub-participate or transferee of the Dealer's rights in respect of the customer; and
  - (vi) 任何交易商有责任披露该等资料之其它政府或规定之机构。  
any other governmental or regulatory authorities to which the Dealer is under a duty to disclose such data.
- (6) 交易商可将其收集之任何个人资料与香港或海外之政府团体、其它规定机构、公司、机构或个人收集之资料相对、比对、转移或交换以作为查对有关资料之用途。  
The Dealer may match, compare, transfer or exchange any personal data collected by it with data collected by government bodies, other regulatory authorities, corporations, organizations or individuals in Hong Kong or overseas for the purposes of verifying those data.

- (7) 根据私隐条例中的条款，任何人：  
Under and in accordance with the terms of the Ordinance any individual:
- (i) 有权审查交易商是否持有他的资料及有权查阅有关的资料；  
has the right to check whether the Dealer holds data about him and the right of access to such data;
  - (ii) 有权要求交易商改正有关他不准确的资料；  
has the right to require the Dealer to correct any data relating to him that is inaccurate;
  - (iii) 有权查悉交易商对于数据的政策及实际运用及被告知交易商持有关于他的何种个人资料。  
has the right to ascertain the Dealer's policies and practices in relation to data and to be informed of the kind of personal data held by the Dealer.
- (8) 根据私隐条例的规定，交易商有权就处理任何查阅数据的要求收取合理费用。  
In accordance with the terms of the Ordinance, the Dealer has the right to charge a reasonable fee for the processing of any data access request.
- (9) 任何关于数据查阅或改正数据，或关于数据政策及实际应用或数据种类的要求，应向下列人士提出：  
The person to whom requests for access to data or correction of data for information regarding policies and practices and kinds of data held are to be addressed is as follows:

行政部  
Administration Department  
地址：得发金业有限公司  
香港中环永乐街5号永安祥大厦19-20楼

Address: Danpac Bullion Limited  
19-20/F. Wing On Cheong Building, 5 Wing Lok Street, Central, Hong Kong

兹确认及接受上述通知内容  
Circular contents acknowledged & accepted by

---

姓名：  
Name :  
身份证号码：  
HKID Card No.:  
日期：  
Date :

**联名账户持有人附录**  
**APPENDIX FOR JOINT ACCOUNT HOLDERS**

注  
NOTE:

本附录一经客户签署，即视为前文客户协议的不可分割部份，惟第 1A 条及第 1B 条二者必须划去其一，否则本附录完全无效。  
This appendix, on being signed by the Clients, shall be treated as integral part of the Precious Metals Trading Client Agreement to which it is appended provided that it shall be wholly ineffective unless either Clause 1A or Clause 1B is crossed out.

致交易商  
To the Dealer:

\*重要事项  
\*IMPORTANT:  
签署前必须划去第  
1A 或第 1B 条  
Either Clause 1A or  
1B must be crossed  
out before signing

客户签署  
Client's initials.

1. 客户兹声明本身为：  
The Clients hereby state the Clients are:
  - A. \*具有生存者权利的共有人，而非合有人。倘客户中任何成员逝世，凡以客户名义开立的账户，其全部利益应按相同条款及条件拨归生存者。死者遗产不包括死者逝世时任何该等账户所持有的资产，亦不能从该等账户日后的经营中得益。惟死者的遗产仍须按下文第二条的规定，用于承担该等账户所涉及之义务。  
\*Joint tenants with right of survivorship and not tenants in common. In the event of the death of either or any of the Clients, the entire interest in any account opened on the Clients' behalf shall be vested in the survivor or survivors on the same terms and conditions as theretofore held. The estate of the deceased shall have no interests in the assets of any such account at the date of death or in its operation thereafter. However, the estate shall remain liable for obligations in respect of such account as provided in Clause 2 below.
  - B. \*合有人，凡以客户名义开立的账户，客户中每名成员均对之持有未分割的利益。倘客户中任成员逝世，交易商可自行决定将任何该等账户清结或体察实际情况，接受仅存的成员或大部份在生成员的维持账户指示，以及关于各成员利益（包括遗产部份）的指示，而交易商毋须为本身的决定提出理由。无论交易商作何决定，死者的遗产仍须按下文第二条的规定，用于承担该等账户所涉及之义务。  
\*Tenants in common, each of the Clients have an undivided interest in any account opened on the Clients' behalf. In the event of the death of either or any of the Clients, the Dealer may, as its sole discretion and without having to assign a reason thereto, either liquidate any such account or accept the instructions of the survivor, or a majority of the survivors, as the case may be, as to its continuance and as to respective interest of the parties (including the estate) therein. In either event, the deceased's estate shall remain liable for the obligation of the account as provided in Clause 2 below.
2. 客户特此声明，不论本身为共有人或合有人，客户中各成员在本协议下负有共同及个别的义务。倘共有人客户任何一名成员逝世，死者的遗产仍须用于承担在死者逝世前或逝世时，以客户名义开立的任何账户中出现的任何义务、亏欠或损失。倘合有人客户任何一名成员逝世，死者的遗产及生存者的财产，仍须继续用于共同及个别地承担任何客户账户中出现的任何义务、亏欠或损失（包括账户清结时所招致者）。上述两种情况的义务承担，在账户结束时告终。  
The Clients hereby state that whether the Clients are joint tenants or tenants in common, the Clients' liability hereunder shall be joint and several. In the event of the death of any one of the Clients, in the case of a joint tenancy the estate of the deceased shall remain so liable in respect of any obligation, debit balance or loss incurred before or existing at the death of the deceased in respect of any account opened on the Clients' behalf and in the case of a tenancy in common, the estate of the deceased and the survivor or survivors shall continue to remain jointly and severally liable for any obligation, debit balance or loss in respect of any such account (including those incurred in the liquidation of the account) until termination of the account.
3. 客户任何一名成员逝世时，客户将实时以书面通知交易商。倘客户任何一名成员逝世，不论客户为共有人或合有人，交易商可采取本身认为必须及适当的行动（毋须提出理由），以保障交易商免招致任何税项或其它索偿。凡由交易商持有作任何用途、或记于以客户名义开立的任何账户而由交易商托管、或交易商在任何时候占用作任何用途（包括保管）的财产，在交易商交出前、交易商可索取其认为与清结或维持任何该等账户有关的必需或恰当文件，包括死亡证、免税书、其它文件，以及由生存者及/或以死者遗产作出的担保书（交易商毋须为此提出理由）。  
The Client will give the Dealer immediate notice in writing of the death of any one of the Clients. In the event of the death of any one of the Clients, whether the Clients are joint tenants or tenants in common, the Dealer may take such steps as the Dealer shall at its sole discretion (without giving any reason thereto) deemed necessary or desirable to protect the Dealer with respect to taxes and other claims. Before releasing any property held by the Dealer for any purpose or carried by the Dealer in any account opened on the Clients' behalf or which may be in the Dealer's possession at any time and for any purpose, including safe-keeping, the Dealer may require such proofs of death, tax waivers, other documents, and instrument of guarantee by the survivors and/or by the estate of the deceased as the Dealer may at its sole discretion (without giving any reason thereto) deem necessary or desirable in connection with the liquidation or continuation of any such account.

4.

\*删去不适用者  
\*Delete as appropriate

客户签署  
Client's initials.

A. 客户特此提名\_\_\_\_\_ (如适用)为全权代表客户管理以客户名义在交易商处开立的任何账户的人士(下称「经理人」,不论获提名者一人或多人)。当在本附录签署的(大多数)(全体)人士以书面通知交易商,即可撤销上述任何提名,并可另行提名其它人士取代原本获提名者或增加被提名者人数。在管理及经营任何客户账户时,交易商可在各方面接受经理人的指示(如被提名者不祇一人,则交易商可接受任何一名经理人的指示)。若一名或多人直获提名为经理人,而交易商并未接获有关该人士死亡的通知(如不祇一人获提名),则有关该等人士的死亡通知,交易商所发出的通知或通讯,概发予经理人;若被提名者不祇一人,则发予姓名排名首位的人士。交易商与经理人所作的一切交易,均对客户所有成员具约束力,而客户认同交易商按经理人指示或陈述所作的一切行动或纰漏。

The Clients hereby nominate \_\_\_\_\_ (if applicable) as the sole person or persons authorized to act for the Clients with respect to any account opened on their behalf with the Dealer and to manage the same on their behalf (hereinafter referred to as the "Manager", whether one or more persons have been so nominated). Any such nomination may be revoked and any other persons may be nominated in substitution therefore or in addition thereto by \*(a majority in number) (all) of the undersigned by notice in writing to the Dealer. The Dealer may in all respects accept the instructions of the Manager (or of any one Manager, where more than one person has been so nominated) in respect of the administration and operation of any such account. So long as one or more persons have been nominated as Manager and notice of the death of such person (or of all such persons, where more than one person has been so nominated) has not been received by the Dealer, all notices and communications from the Dealer shall be addressed to the Manager or, if more than one person has been so nominated, to the first-named. All dealings with the Manager shall be binding upon all of the Clients, and the Clients consent to all actions and commissions taken by the Dealer upon the instructions or representations of the Manager.

B. 若客户并未按本附录第 4A 条提名经理人,客户特此授权交易商接受及遵从客户任何成员作出的指示,该等指示为有关管理及经营以客户名义开立的任何账户者,并授权交易商向客户任何成员付款、交付资金、证券、商品或其它财产予客户任何成员以及自客户任何成员收取资金、证券、商品或其它财产。在此等情况下,交易商并无义务查究客户在任何账户的有关利益,亦无义务查问自该账户提取财产或资金所作的用途。

If a Manager has not been nominated pursuant to paragraph 4A of this Schedule hereinabove, the Clients hereby authorize the Dealer to accept and follow the instructions of any of the Client in all matters relating to the administration and operation of any account opened on the Clients' behalf and to make payments to and to deliver and receive funds, securities, commodities or other property to or from any of the Clients. In those circumstances the Dealer shall not be bound to enquire as to the Clients' respective interests in any such account nor as to the application of any property or funds withdrawn from it.

5. 客户兹批准及确认其任何成员运用任何以客户名义开立的账户,进行交易。本附录对客户每名成员及其各自的继承人,法定代表及承让人均具约束力。

The Clients hereby ratify and confirm all transactions heretofore entered into by any of the Clients in respect of any account opened on the Clients' behalf. This appendix shall be binding upon each of the Clients' and the Clients' respective heirs, legal representatives and assigns.

\_\_\_\_\_  
签署 Signature

\_\_\_\_\_  
签署 Signature

\_\_\_\_\_  
签署 Signature

\_\_\_\_\_  
姓名 Name

\_\_\_\_\_  
姓名 Name

\_\_\_\_\_  
姓名 Name

于二零\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日签署

DATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_ .

附录一  
委任通知书

致: 得发金业有限公司

1. 本人, \_\_\_\_\_ (客户名称), 兹委任:-

(删去(i)或(ii))

(i) 贵公司

(ii) \_\_\_\_\_ 先生 / 女士 / 小姐为本人的授权代理人。(上述者地址: \_\_\_\_\_)

\_\_\_\_\_ 香港

身份证号码: \_\_\_\_\_ )

本人是按照协议第3条的规定作出上述委任。本人确认, 本人在签署此委任通知书前, 已阅读过本协议第3A至3H各条款的规定, 并确认此项委任受上述各条款规定的约束。

2. 对于被委任人在操作本人在贵公司处保持的所有账户时的任何行动、作为或遗漏, 本人愿意承担保障贵公司不会因此而蒙受损失。
3. 本人确认在拟备及签署通知书前, 已充分明白本通知书的内容及含意, 并明白本人有权征询独立法律意见。

本人于二零\_\_\_\_年\_\_\_\_月\_\_\_\_日签署此委任通知书。

\_\_\_\_\_  
客户签署

确认接受委任及被委任人签字式样

本人兹接受委任通知书所述的委任  
本人的签字式样如下:

\_\_\_\_\_  
(被委任人签字)

---

**Appendix I  
NOTICE OF APPOINTMENT**

---

To: DANPAC BULLION LIMITED

1. I, the undersigned \_\_\_\_\_ (Name of Client), hereby appoint:-

(delete (i) or (ii))

(i) You

(ii) Mr./Mrs./Miss \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, (holder of Hong Kong Identity Card No. \_\_\_\_\_),

to be my Authorized Agent in pursuance to the provisions of paragraph 3 of this Agreement. I acknowledge that I have read the provisions contained in paragraph 3A to 3H of this Agreement prior to the signing of this Notice of Appointment and confirm that this appointment is governed by the said provisions.

2. I hereby undertake to indemnify you and hold you harmless in respect of any act deed or omission of my appointee in relation to the operation of all my account(s) maintained with you.

3. I hereby declare that before I prepare and sign this notice of appointment I fully understand the content and the meaning of this notice of appointment and acknowledge that I am entitled to seek independent legal advice.

AS WITNESS, I have set my hand to this Notice of Appointment the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Client

Acceptance of appointment and specimen signature of the appointee.

I hereby accept the appointment contained in this Notice of Appointment and my specimen signature is as below.

\_\_\_\_\_  
(Signature of Appointee)

---

附录二  
委任新代理人通知书

---

致: 得发金业有限公司

本人, \_\_\_\_\_ (客户名称), 现通知贵公司, 本人按照本协议第 3 条的

规定委任 \_\_\_\_\_ 先生 / 女士 / 小姐 (地址: \_\_\_\_\_

\_\_\_\_\_ 香港身份证号码: \_\_\_\_\_) 代替

\_\_\_\_\_ 先生 / 女士 / 小姐, 担任本人的授权代理人, 实时生效。

本人确认, 此通知书的委任应受原本的委任通知书的所有条款及条件约束。

本人确认在拟备及签署通知书前, 已充分明白本通知书的内容及含意, 并明白本人有权征询独立法律意见。

本人于二零 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日签署此新代理人委任通知书。

\_\_\_\_\_  
客户签署

确认接受委任及被委任人签字式样

本人兹接受委任新代理人通知书所述的委任  
本人的签字式样如下:

\_\_\_\_\_  
(被委任人签字)

---

**Appendix II**  
**NOTICE OF APPOINTMENT OF NEW APPOINTEE**

---

To: DANPAC BULLION LIMITED

I, the undersigned \_\_\_\_\_ (Name of Client),

hereby give you notice that I have appointed Mr./Mrs./Miss \_\_\_\_\_

of \_\_\_\_\_, (holder of Hong Kong

Identity Card No. \_\_\_\_\_) to be my Authorized Agent in pursuance to the paragraph 3 of this Agreement in place of

Mr./Mrs./Miss \_\_\_\_\_ with immediate effect.

I confirm that the appointment herein shall be governed and subject to all the terms and conditions of the original notice of appointment

dated \_\_\_\_\_.

I hereby declare that before I prepare and sign this notice of appointment I fully understand the content and the meaning of this notice of appointment and acknowledge that I am entitled to seek independent legal advice.

AS WITNESS, I have set my hand to this Notice of Appointment of New Appointee the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Client

Acceptance of appointment and specimen signature of the appointee.

I hereby accept the appointment contained in this Notice of Appointment of New Appointee and my specimen signature is as below.

\_\_\_\_\_  
(Signature of Appointee)