

Important Notice:

重要事項：

1. This is an IMPORTANT agreement. By appointing Fulbright Bullion Limited to act on Client's behalf, Client should be aware that Fulbright Bullion Limited so authorized is acting as Client's agent. Such authorization gives rise to certain risks and legal consequences of which Client should be aware and the Client hereby accepts all such risks and legal consequences.
這是一份重要協議。客戶應該明白，當客戶委任富昌金業有限公司以獲授權人的身份代辦事情，富昌金業有限公司將會成為客戶的代理人。客戶更應該明白此等授權會引致若干風險和法律後果，客戶謹此承擔這一切有關風險和法律後果。
2. Please **DO NOT** sign this Agreement if Client has not been informed of or does not fully understand the consequences of signing this Agreement. Client is advised to obtain independent legal advice on Client's rights, obligations and remedies under this Agreement and to clarify any doubts which Client may have before signing this Agreement.
倘若客戶未知曉或不完全明白簽署本協議之後果，請客戶不要簽署這份協議。客戶應該先就客戶在本協議下享有的權利、義務和補償，取得獨立的法律意見，並澄清所有疑問之後，才簽署本協議。

THIS CLIENT AGREEMENT (SPOT DIAMOND TRADING) is made the _____ day of _____ Two Thousand and _____
本客戶協議(現貨鑽石交易)於 _____ 年 _____ 月 _____ 日由下列各方訂立

BETWEEN
訂約各方為：

1. **Fulbright Bullion Limited** (hereinafter referred to as "**FBL**"), whose registered office is situated at Room No.1, Floor 15, Sam Cheong Building, 216-220 Des Voeux Road Central, Sheung Wan; and
富昌金業有限公司(以下簡稱「富昌」)，其辦事處為香港中環德輔道中 216-220 號三昌大廈 15 樓 01 室；及
2. Party concerned (hereinafter referred to as "**Client**"), whose name (undersigned), address and details are set out in the "Account Opening Form".
當事方(以下簡稱「客戶」)，其名稱(以下簽署人)、地址及詳情載於開戶表格中。

WHEREAS:

鑑於：

- A. Fulbright Bullion Limited is a company limited by shares and incorporated in Hong Kong and is a Broker Member of Singapore Diamond Investment Exchange Pte Ltd. which provides brokerage services to its clients (inter alia) for trading in spot diamond with Singapore Diamond Investment Exchange Pte Ltd. (SDiX).
富昌金業有限公司，為一間在香港註冊成立的有限公司，並為新加坡鑽石投資交易所私人有限公司(Singapore Diamond Investment Exchange Pte Ltd.) 的經紀會員，提供(除其他外)現貨鑽石交易的經紀服務予客戶。
- B. The Client desires to appoint Fulbright Bullion Limited as the Client's broker for trading in spot diamond with Singapore Diamond Investment Exchange Pte Ltd. (SDiX) in accordance with the terms and conditions contained in this Client Agreement (the "**this Agreement**").
客戶要求委任富昌金業有限公將根據本客戶協議 (**「本協議」**) 為客戶以新加坡鑽石投資交易所私人有限公司

(Singapore Diamond Investment Exchange Pte Ltd.)之現貨鑽石交易的經紀。

IT IS HEREBY AGREED between the parties hereto as follows: -

協議各方謹此同意如下：

1. INTERPRETATION

釋義

1.1 The following expressions shall, unless the context requires otherwise, have the following meanings:

下列用語，除文意另有所指外，將作如下解釋：

"Account" means Spot Diamond Trading Account opened and maintained by the Client with FBL in accordance with this Agreement;

“賬戶”指根據本協議的規定，任何以客戶名義在富昌開立並維持的現貨鑽石交易賬戶；

"Accredited Investor" shall have the meaning ascribed to it in the Exchange Rules;

“認可投資者”的解釋將為交易所規則所定的意義；

"Applicable Laws" in the context of the trading of spot diamond with the Exchange, means, in relation to a market, transaction, entity or a person, the laws and regulations applicable to such market, transaction, entity or person from time to time, including but not limited to any Singapore and Hong Kong laws, administrative regulations and judicial interpretations, and any departmental regulations and other regulatory documents promulgated by relevant governmental or regulatory bodies, as well as the rules and requirements of the Exchange and/or Book Depository;

“適用法律”有關於交易所現貨鑽石交易而言，指適用於該等市場、交易、個體或個人不時的法律及規例，包括但不限於任何新加坡及香港法律、行政規例或司法解釋，及任何部份規例由政府或監管機構所發佈的其他規則性文件，及交易所及/或記賬存管所之規則及要求；

"Book Depository" means the SDiX Depository Pte. Ltd.;

“記賬存管所”指 the SDiX Depository Pte. Ltd.;

"Contract" refers to an agreement to purchase or sell a Diamond and to settle such purchase or sale pursuant to the Exchange Rules and the Depository Account Rules;

“合約”指根據交易所規則及存管賬戶規則訂立的買或賣鑽石及結算之合約；

"Depository Account Rules" means the rules of the Book Depository, as the same may be amended, modified, supplemented or replaced from time to time, which govern the relationship between a Member and the Book Depository for the accounts held by the Member with the Book Depository for the recording of Diamonds sold or purchased by the Member on the Exchange Trading System. The Depository Account Rules may be accessed at <https://www.sdix.sg/about-us/rules-forms/>;

“存管賬戶規則”指不時修定、更改、補充或取代之記賬管所之規則，將規定會員及記賬存管所以會員所持賬戶於記賬存管所經交易所交易系統所買賣鑽石的紀錄之關係。存管賬戶規則可登上 <https://www.sdix.sg/about-us/rules-forms/>參閱;

"Diamond" means a Product available for trading on the Exchange;

“鑽石”指於交易所可供交易的產品；

"Diamond Transaction" or "Transaction" means a Transaction in a Diamond on the Exchange;

“鑽石交易”或“交易”指經交易所之鑽石交易;

"Exchange" means Singapore Diamond Investment Exchange Pte Ltd.;

“交易所”指新加坡鑽石投資交易所私人有限公司(Singapore Diamond Investment Exchange Pte Ltd.);

"Exchange Rules" means the trading rules and settlement rules of the Exchange and/or the Book Depository pursuant to which Members transact on the Exchange Trading System, and settle such transactions, as the same may be amended, modified, supplemented or replaced from time to time. The Exchange Rules may be accessed at <https://www.sdix.sg/about-us/rules-forms/>;

“交易所規則”指交易所的交易及結算的規則，及/或記賬管所根據會員經交易所交易系統交易所的結算，該規則可不時被修訂、更改、補充或取代。交易所規則 <https://www.sdix.sg/about-us/rules-forms/>;

"Exchange Trading System" means the trading system on which Members enter into Contracts;

“交易所交易”系統指會員用以訂立合約的交易系統;

"FBL" means Fulbright Bullion Limited;

“富昌”指富昌金業有限公司;

"Laboratory" means such diamond certification laboratory that is recognised, approved and prescribed by the Exchange and Book Depository from time to time for the purpose of consignment and delivery of Diamonds into an Approved Vault for sale on the Exchange Trading System;

“實驗室”指為交易所及記賬存管所不時承認、認可及規定鑽石認證實驗室，為交運及交付鑽石到認可倉庫，以作在交易所交易系統發售。

"Manifest Error" means any error, omission or misquote (whether an error of FBL or any third party) which is manifest or palpable, including a misquote by any representative of FBL taking into account the current market and currently advertised quotes, or any error or lack of clarity of any information, commentator, official result or pronunciation. The fact that the Client may have entered into, or refrained from entering into, a corresponding financial commitment, contract or trade in reliance on a Diamond Transaction entered into with FBL (or that the

Client has suffered or may suffer any loss whether direct, indirect, consequential or otherwise) is deemed irrelevant as a factor and shall not be taken into account in determining whether a situation amounts to a Manifest Error;

“**明顯錯誤**”指任何為明顯或極其明瞭的錯誤、錯漏或誤報（無論是富昌或第三者的錯誤），包括富昌的代表當時市場及當時公佈價格，或任何資料、評論員、官方結果或公佈的錯誤及缺欠闡明。事實由客戶可能已定立或被阻止定立與富昌相關鑽石財務約束、合約或交易（或客戶已有或可有直接、間接、隨之發生或其他的損失）將被視為不是決定某情況是否明顯錯誤的因素。

"Member" means a person (including FBL) admitted to membership of the Exchange and the Book Depository in accordance with the Exchange Rules and the Depository Account Rules;

“**會員**”指根據交易所規則及記賬存管所規則而被接納為會員人士(包括富昌)；

"Physical Depository" means Malca Amit and its group of companies, or such other person(s) that the Book Depository may from time to time appoint to safe-keep the Diamonds;

“**實貨存管所**”指瑪卡亞米（Malca Amit）及其集團公司或其他由記賬存管所不時委任鑽石存管人士；

"Registered Person" means an individual registered with the Exchange as a Registered Operator to enter an Order on the Exchange Trading System on behalf of a Member or a Registered Representative to deal in Diamonds on behalf of a Member; and

“**註冊人士**”指於交易所註冊的個人，成為註冊操作者而進入交易所交易系統代表會員或註冊代表買賣鑽石。

"Spot Price" means the current market price.

“**現貨價**”指當時市場價。

- 1.2 Clauses headings are inserted in this Agreement for convenience of reference only and shall not affect construction and interpretation of this Agreement. In this Agreement, unless the context otherwise requires: (a) words denoting the singular include the plural and vice versa; and (b) words importing one gender include every gender.

本協議標題之加入，只供參考及將不能影響本合同的結構及解釋。在本協議中，除非內容另有指明外：(a) 文字包括眾數及單數；及 (b)文字包括所有性別。

2 CONDITIONS PRECEDENT

先決條件

- 2.1 The following shall be conditions precedent to the Client being allowed to trade in Diamonds:

客戶必須達到以下先決條件，才可進行鑽石交易:

- (a) the completion by the Client of the relevant application form for the opening of an Account or Accounts by

FBL in the name of the Client for Diamond Trading with or through FBL and the provision of any and all information as FBL may require in connection with such application, and the approval of such application by FBL in its sole and absolute discretion;

客戶已完成有關開立賬戶申請或已以客戶名義經富昌進行交易的賬戶，及提供任何及全部富昌因該申請所須的資料，並已獲富昌以其唯一及絕對酌情權批准;

- (b) the Client having received, read, understood, acknowledged and accepted all risks of trading in Diamonds with FBL including, but not limited to, the risks disclosed in the written risk disclosure statement required to be furnished by FBL pursuant to section 32(1) of the Commodity Trading Act (Chapter 48A of Singapore) as set out in Schedule 2 to this Agreement, the risk disclosure statement as set out in Clause 32 hereinbelow;

客戶已收取，閱讀，明白，承認及接受有關給富昌之鑽石交易的所有風險，包括但不限於在本協議之附表二所載根據商品交易法（新加坡法第 48A 章）第 32(1)條所規定的風險披露聲明書及在本協議第 32 條所載之風險披露聲明書;

- (c) the Client having provided such collateral for its Diamond Trading as FBL may require from time to time. For the avoidance of doubt, unless otherwise agreed in writing between FBL and the Client, the only collateral accepted by FBL shall be payment of monies in the Account; and

客戶已提供予富昌不時富昌所需鑽石交易的抵押品。為免生疑問，除客戶及富昌另有書面協議外，富昌只接受現金存款予賬戶為抵押品; 及

- (d) The Client is an Accredited Investor and the Client has signed the relevant Declaration.

客戶是一位認可投資者，客戶並已簽署有關聲明。

3 THE ACCOUNT

賬戶

- 3.1 The Client confirms that the information provided in the Account Opening Form is complete and accurate. The Client will undertake to inform FBL of any material changes to that information. FBL is authorized to conduct credit enquiries on the Client to verify the information provided.

客戶確認「開戶表格」所載的資料均屬完整及正確。倘該等資料有任何重要變更，客戶將會通知富昌。客戶特此授權富昌對客戶的財政信用進行查詢，以核實上述表格所載資料。

- 3.2 FBL will keep information relating to the Client's Account confidential, but may provide any such information to the Exchange, Book Depository and other regulators to comply with their requirements or requests for information, and to any of the FBL's branches and Associates, without any consent from or notification to the Client.

富昌將會對客戶賬戶的有關資料予以保密，但富昌可以根據交易所、記賬存管所及其他監管機構的規定或應其要求，將該等資料提供予以上機構，富昌亦可以在無需通知客戶或徵求客戶同意下，將該等資料提供予富昌任何分行或聯營公司。

- 3.3 FBL agrees that FBL will open and maintain the Account(s) and act as an agent for the Client in the purchase and sale of spot diamond subject to the terms and conditions of this agreement.

富昌同意富昌將開立並維持賬戶，及根據本協議以客戶的代理人身份進行買或賣現貨鑽石。

4 LAWS AND RULES

法例及規則

- 4.1 All transactions in spot diamond trading which FBL effects on the Client's instructions ("**Transaction**") shall be effected in accordance with all laws, rules and regulatory directions applying to FBL. This includes the rules of the Exchange and of the Book Depository. All actions taken by FBL in accordance with such laws, rules, codes and directions shall be legally binding on the Client.

富昌按客戶的指示而進行的一切鑽石交易（“**交易**”），將須根據適用於富昌的一切法例、規則和監管指示的規定而進行。這方面的規定包括交易所及記賬存管所的規則。富昌根據該等法例、規則及指示而採取的所有行動均對客戶具有法律約束力。

- 4.2 If the Client places any orders to FBL outside Hong Kong, the Client agrees to ensure and represents that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the Client's orders are given. The Client further agrees that when in doubt, the Client shall consult with 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 FBL shall not be liable for any of such costs.

倘客戶向富昌發出任何指示的地點為香港以外的地方，客戶同意確保及表明該等指示的發出將遵從於客戶發出指示的有關司法管轄區的任何及一切適用法律，而客戶更同意遇有疑問時，應向有關司法管轄區諮詢或取得法律及專業意見。客戶同意支付就有關任何指示可能須繳付稅項或收費，富昌並不須就該等費用負上任何責任。

- 4.3 FBL is a Broker Member of the Exchange and the Client is the Customer of FBL for the benefit of whom FBL transacts on the Exchange Trading System as principal and whose account is carried on the books of FBL with the Exchange.

富昌為交易所的經紀會員，及客戶為富昌的客人，而客人以富昌為其代表以主事人身份在交易所交易及其賬戶紀錄與交易所的交易。

- 4.4 The Client understands and agrees that:

客戶明白及同意:

- (a) the trading of Diamonds, the execution of Orders (as defined in the Exchange Rules) and the entry into Contracts by or for or with the Client shall be subject to the Exchange Rules and Applicable Laws; and
鑽石交易，執行買賣指示（如交易所規則的介定）及代客戶所定訂合約將受交易所規則及適用法所規

限。

- (b) the accounts held by FBL with the Book Depository for the holding and recording of Diamonds purchased or sold by FBL for or with the Client on the Electronic Trading System operated by the Exchange shall be governed by the Depository Account Rules and Applicable Laws. Accordingly, the Client shall at all times observe and comply with the Exchange Rules, Depository Account Rules and Applicable Laws and shall do all things necessary to facilitate the provision of Diamond Trading services by FBL to the Client as FBL may determine to be necessary, expedient or desirable in FBL's sole and absolute discretion for compliance with the Exchange Rules, Depository Account Rules and Applicable Laws. The Client shall ensure that it does not, by its actions or omissions, cause FBL to be in breach of the Exchange Rules, Depository Account Rules or any Applicable Laws.

富昌在記賬存管所持有的賬戶及以交易所運作的電子交易系統紀錄買或賣及持有鑽石，富昌代客戶所買賣鑽石將以存管賬戶規則及適用法律所規限。因此，客戶將於所有時間將奉行及遵守交易所規則、存管賬戶規則及適用法律所規限，及以富昌以唯一及絕對的酌情權認為需要、方便或有利於遵守交易所規則、存管賬戶規則及適用法律所規限，而從事所有事情以方便富昌提供鑽石交易服務。客戶將確保其將不會以任何行動或不行動而令富昌有任何違反交易所規則、存管賬戶規則及適用法。

- 4.5 The Exchange Rules govern the relationship between and form a contract between the Exchange, the Book Depository and FBL and between FBL and each Member. The Depository Account Rules govern the relationships between and shall form a contract between FBL and the Book Depository and between FBL and each Member. The rights and obligations in the Exchange Rules and Depository Account Rules shall only be for the benefit of, and are solely enforceable by, the Exchange and/or the Book Depository against FBL respectively, except where any provision in the foregoing rules is intended to be for the benefit of FBL or expressly creates or defines rights and obligations as between FBL and another Member. FBL shall have the right to enforce the relevant provisions of the foregoing rules against another Member where those provisions expressly create or define such rights and obligations.

交易所規則訂定交易所、記賬存管所與富昌及富昌與每個會員的所管轄關係，並定為各方協議。存管賬戶規則訂定交易所、記賬存管所與富昌及富昌與每個會員的關係，並定為各方協議。除交易所規則及存管賬戶規則的任何條款被認為對富昌有利或清楚產生或介定富昌及其他會員的權利及義務，富昌於交易所規則及存管賬戶規則的權利及義務可由交易所及記賬存管所將必須分別地執行。當有關規則清楚產生或介定富昌的權利及義務，富昌將有權利因有關上述規則有關條款針對其他會員而執行。

5 RELATIONSHIP BETWEEN THE PARTIES

各方的關係

- 5.1 The Client understands that FBL acts as the agent broker of the Client in respect of all Diamond Transactions, except when FBL discloses to the Client with respect to any particular Diamond Transaction that FBL acts as principal for FBL's own account.

除非富昌披露予客戶任何特定的鑽石交易中富昌以本身賬戶而以主事人交易外，客戶明白富昌作為客戶的

所有有關鑽石交易之代表經紀。

5.2 Notwithstanding that, as between the Client and FBL, FBL may in fact be the agent of the Client in respect of a Diamond Transaction, the Client acknowledges and agrees that FBL acts as principal and is responsible and deals as principal only in relation to the other Members, the Exchange and the Book Depository, as the case may be, and the Client shall have no third party beneficiary rights as against any other Member, the Exchange or the Book Depository. More specifically:

儘管客戶與富昌之間，富昌可事實上為客戶之鑽石交易代表，客戶承認及同意富昌將以主事人及負責以主事人對其他會員交易、交易所及記賬存管所（視情況而定）及客戶將沒有第三者之受益權利而針對其他會員、交易所及記賬存管所處理買賣。尤其以下：

(a) FBL acts as principal and is responsible and deals as principal only in relation to the other Member which is the contracting party to a Contract entered into by FBL on the Exchange Trading System. Notwithstanding any references elsewhere in the Exchange Rules and Depository Account Rules to FBL placing or executing orders, acting as broker or performing or doing any act, for the benefit of the Client, or to warranties or obligations of FBL in relation to the Client, the Client confirms and agrees that each Order (as defined in the Exchange Rules) placed in the Exchange Trading System, and Original Contract, is entered into by FBL as principal only vis-à-vis the other Member and that FBL shall be responsible for such Order (as defined in the Exchange Rules) and Original Contract vis-à-vis the other Member as principal; and

富昌以主事人及負責及只以主事人與合約交易對手之其他會員訂定交易所交易系統的合約。儘管任何在交易所規則及存管賬戶規則所述有關富昌的買賣指示或執行指示，以經紀或執行及行使對客戶有利的任何行動或富昌對客戶的保證或義務，客戶確認及同意每個買賣指示（如交易所規則介定）於交易所交易系統及原本合約（由富昌以主事人身份與其他會員訂立），富昌將負責給買賣指示（如交易所規則介定）及關於與其他會員以主事人身份訂定的原本合約；及

(b) the Exchange and the Book Depository shall not be obliged to recognise any interest of any person other than FBL in respect of accounts opened and maintained by FBL with the Book Depository. At no time shall any rights or entitlements arise directly in favour of the Client in respect of such accounts. The Client shall not have any right or entitlement to communicate, give instructions to, or deal with the Exchange or Book Depository and the Exchange and Book Depository shall not be obliged in any way to deal with or communicate with the Client.

交易所及記賬存管所將不須承認有關富昌開立及維持於記賬存管所的賬戶以外的其他人士的權益。該等賬戶於任何時間，均不會令客戶有任何直接的權利或權益。客戶將不可有任何權利或權益通知、給予指示或處理交易所或記賬存管所，及交易所及記賬存管所將沒有義務與客戶有作出任何處理或通訊。

5.3 FBL is expressly intended to be a riskless principal vis-à-vis the Client in the sense that:

在這個意義上，富昌有意明確作為關於對客戶的無風險主事人：

(a) FBL's obligations to the Client with respect to any Diamond Transaction are limited only to passing onto the Client the benefit of such rights as FBL may itself actually have to enforce under such Diamond Transaction; and

富昌對客戶有關鑽石交易只限於將富昌本身確有的執行鑽石交易的權利轉移至客戶；及

(b) FBL's obligation to perform on any Diamond Transaction is dependent upon the performance of the Client's obligations to FBL. Accordingly, the Client shall indemnify, keep indemnified and hold harmless FBL against any and all actions which FBL deems in good faith necessary to ensure that FBL will not be in default of its said principal obligation or responsibility. The foregoing right of FBL and obligation of the Client will apply even though as between FBL and the Client, the Client may be in actual or anticipatory default. The foregoing indemnity in favour of FBL is in addition to any other right that FBL may have (whether as expressly provided between the parties or implied by law).

富昌的執行鑽石交易的義務根據客戶對行使富昌的義務。因此，客戶將對富昌被認為以誠信確定其不會違反其主要義務或責任而彌償、保持彌償及保持無害富昌。以上富昌的權利及客戶的義務將適用於富昌與及客戶之間即使客戶或有真正預見的違反。以上對富昌的彌償是附加富昌的其他任何權利（無論各方清楚同意或由法律默示）。

5.4 Without prejudice to the indemnity provided immediately above, the Client acknowledges that FBL, in taking principal obligation or responsibility with respect to any Diamond Transaction, may do so on behalf of the Client together with other clients of FBL, on an aggregate and undifferentiated basis, whether on an omnibus account or otherwise.

在不影響上述的彌償下，客戶承認富昌在其執行主要義務或責任時，以集合的及未分的方式，無論是於綜合賬戶或其他，可代表客戶及其他富昌的客戶進行任何事情。

6 TRANSACTION

交易

6.1 FBL will act as the Client's agent in effecting Transaction unless FBL indicates in the statement or confirmation relevant to such Transaction that FBL is acting as principal.

除非富昌在結單或其他確認單據內註明以自己本身名義進行交易外，富昌將以客戶的代理人身份進行交易。

6.2 The Client agrees that the Client will only place sale orders with FBL in respect of Diamond which the Client presently owns.

客戶同意只會就客戶當時實際擁有的鑽石向富昌發出沽售指示。

6.3 Unless otherwise agreed, in respect of each Transaction, unless FBL is already holding cash or Diamond on behalf of the Client to settle the Transaction, the Client will

就每一宗交易，除另有協議外或除非富昌已代表客戶持有現金或鑽石以供交易交收之用，否則客戶將會在富昌就該項交易通知客戶的期限之前，

- pay FBL cleared funds or deliver to FBL Diamond in deliverable form or
向富昌交付可即時動用的資金或可以交付的鑽石，或
- otherwise ensure that FBL has received such funds or Diamond
以其他方式確保富昌收到此等資金或鑽石。

by such time as FBL has notified the Client in relation to that Transaction. If the Client fails to do so, FBL may
倘客戶未能這樣做，富昌可以

- in the case of a purchase Transaction, sell the purchased Diamonds; and
(如屬買入交易) 出售買入的鑽石；及
- in the case of a sale Transaction, borrow and/or purchase Diamond in order to settle the Transaction.
(如屬賣出交易) 借入及／或買入鑽石以進行交易的交收。

6.4 The Client will be responsible to FBL for any losses and expenses resulting from the Client's settlement failures.
客戶將會負擔富昌因客戶未能進行交收而引起的任何損失及開支。

6.5 The Client agrees to pay interest on all overdue balance (including interest arising after a judgment debt is obtained against the Client) at such rates and on such other terms as FBL has notified the Client at FBL's website from time to time.

客戶同意就所有逾期未付款項（包括對客戶裁定的欠付債務所引起的利息），按富昌不時於富昌的網站通知客戶的利率及其他條款支付利息。

6.6 In the case of a purchase Transaction, if the selling broker fails to deliver on the settlement date and FBL has to purchase Diamond to settle the Transaction, the Client shall not be responsible to FBL for the costs of such purchase.

就買入交易而言，倘賣方經紀未能於交收日內交付鑽石，導致富昌須買入鑽石進行交收，客戶無須為買入該等鑽石的費用向富昌負責。

7. ORDER AND ORDER RECORDING

買賣指示及記錄買賣指示

7.1 FBL may accept instructions from the Client (or its Authorized Person) for order of Transaction by telephone. FBL may also accept instructions in FBL's prescribed order form signed by the Client in FBL's presence. In all cases, FBL shall time-stamp or record by other means such instructions in the order as they are received.

富昌可接納客戶（或其授權人士）用電話方式指示買賣。富昌亦可接納客戶親臨富昌辦公室填寫富昌的買賣鑽石指示表格。全部的指示，富昌將以其次序前後蓋上時間印章或以其他方式記錄。

7.2 In the event of receipt of conflicting instructions FBL may refuse to act on any of the instructions until FBL has received unequivocal instructions.

倘若富昌收到互相抵觸的指示時，富昌可拒絕執行任何此等指示，直至接到明確的指示為止。

7.3 FBL may, in FBL's absolute discretion, refuse to accept instructions without giving any reason therefor, but shall not in any circumstances whatsoever be liable for loss of profit, damages, liability, cost or expenses suffered or incurred by the Client arising out of such refusal.

富昌有絕對酌情權決定拒絕客戶的指示而無須對此作出解釋，並且無須在任何情況下對此拒絕所引致客戶失去的盈利、損失、經濟責任、支出或費用作出負責。

7.4 FBL may record telephone conversation in connection with receiving orders and instructions through FBL's telephone recording system. The Client acknowledges and agrees that such records are FBL's sole property and it will be accepted as final and conclusive evidence of the orders or instructions given in case of disputes.

客戶同意富昌可由富昌的電話錄音系統記錄電話交談中有關買賣指示。客戶承認並同意該記錄由富昌擁有，並接受如有糾紛時，此錄音為最後及最終之證據。

7.5 Where a discrepancy occurs between instructions given by telephone or any other means, including any subsequent written confirmation, FBL's record of the telephone instruction shall prevail.

凡經電話或其他方式發出的指示，包括後來以書面發出的指示在意義上有差異時，則須以富昌的電話錄音指示記錄為準。

7.6 For the avoidance of doubt, FBL is only obliged to keep the telephone recordings up to the retention period in accordance with regulatory requirements in Hong Kong or overseas regulators, if any.

為免生疑問，富昌只有責任將電話記錄存放至有關香港或海外監管機構所指定的存放期(如有)。

8 CONFLICT OF INTEREST

利益衝突

8.1 The Client acknowledges and agrees that FBL, its directors, officers or employees or sale representative may trade on its/their own account or on the account of an Associate.

客戶承認並同意富昌及其董事、高級職員或僱員及其業務代理可以為其本身賬戶或聯營公司賬戶進行交易。

8.2 FBL is authorized to buy, sell, hold or deal in any Diamonds or take the opposite position to the Client's order whether it is on FBL's own account or on behalf of an Associate or its Clients.

富昌有權（不論富昌是作自行買賣或代表聯營公司或其他客戶）買入、賣出、持有或買賣任何鑽石、或採納與客戶指示對立的倉盤買賣。

8.3 FBL is authorized to match the Client's orders with those of other Clients.

富昌有權將客戶指示與其他客戶的指示進行對盤。

8.4 In any of the situations referred to in this Clause, FBL shall not be obliged to account to the Client for any profits or benefits obtained.

在本條款中提及的任何情況下，富昌都不會負責對客戶說明所有得利潤或利益的義務。

9 CLIENT IDENTITY/ULTIMATE BENEFICIARY

客戶身份／最終受益人

9.1 Subject to the provisions herein, the Client shall, in respect of transaction in which the Client is not acting as principal, immediately upon demand by FBL inform the Exchange of the identity, address and contact details of:

在符合本協議書中條文的規定下，凡有關客戶並非以主事人或最終受益人之身份進行的交易，客戶將應富昌的要求即時向交易所提供受益人下列資料：-

(i) the person or entity ultimately responsible for originating the instruction in relation to the relevant transaction; and

最終負責引發有關交易的指示的人士或實體的身份、地址及聯絡詳情；及

(ii) the person or entity that stands to gain the commercial or economic benefit of the relevant transaction and/or bear its commercial or economic risk,

會獲取有關交易的商業或經濟利益或須承擔其商業或經濟風險的人士或實體的身份、地址及聯絡詳情，

and, in case of an entity, the investment fund or account, the manager of that entity, the investment fund or

account.

並且，如實體者是投資基金或賬戶，則提供該投資基金或賬戶的經理人資料。

- 9.2 The Client hereby declares that if the Client is not the true owner/ultimate beneficiary or originator of instructions of the Account, the Client will complete the detailed information in the Account Opening Form.

客戶茲聲明如若客戶不是賬戶的主事人或最終受益人，客戶須在開戶表格填寫詳情及資料。

10 NO DISCRETIONARY TRADING OR THIRD PARTY AUTHORISATION

沒有全權委托交易或第三者授權

- 10.1 FBL shall not permit the Client to appoint an Agent to act as the Client's attorney to trade or otherwise deal in Diamonds on the Client's behalf, without the prior approval in writing of the Exchange and the Book Depository, and execution of such agreement and/or document as FBL may require. Such approval may be granted by each of the Exchange and the Book Depository at its absolute discretion. For the avoidance of doubt, FBL may accept orders and instructions from a natural person (including without limitation any person who is an officer, partner or employee of the Client) who is appointed to act on behalf of the Client.

在沒有事前有交易所或記賬存管所的書面批准下，富昌將不容許客戶委任代理人為其委托人代其交易或處理鑽石交易或其他處理執行交易合同或富昌所需文件。該等批准或可由交易所或記賬存管所以其絕對的情權下批准。為免生疑問，富昌及/或可接受自然人（包括但不限於客戶的高層人員，合夥人或僱員）代表客戶的買賣指示及指示。

- 10.2 For the avoidance of doubt, FBL shall not provide any discretionary management service to the Client in respect of Spot Diamond Trading.

為免生疑問，富昌將不提供現貨鑽石交易的全權委托管理服務予客戶。

11 TRADING LIMITS AND COLLATERAL REQUIREMENTS

交易限額及抵押品要求

- 11.1 FBL may, in its sole and absolute discretion at any time, impose upon the Client any position or Diamond Transaction limits, or any trading or Diamond Transaction restrictions or requirements.

富昌可在任何時間以其唯一及絕對酌情權強制於客戶任何持倉或交易設立限額或鑽石交易或任何交易限制或要求。

- 11.2 Collateral may be required by FBL as security for the Client's obligations under one or more Diamond Transactions as well as a condition precedent for the effecting of any Diamond Transaction. The Client shall maintain at all times sufficient collateral as determined by FBL in its sole and absolute discretion. FBL reserves the right in its sole and absolute discretion to vary or waive any such collateral requirements in respect of one or more Diamond Transactions from time to time.

富昌可能要客戶在一個或多個鑽石交易有提供抵押品的義務及提供抵押品為鑽石交易的先決條件。客戶將維持在任何時間根據富昌的唯一及絕對酌情權所定明的要求維持足夠抵押品。富昌保留以唯一及絕對酌情

權改變或豁免任何該等不時在一個或多個鑽石交易抵押品的要求。

- 11.3 If FBL determines that additional collateral is required, the Client shall provide such additional collateral immediately upon demand or within such time as FBL may specify. The Client acknowledges that any failure or delay in providing such additional collateral as requested may adversely impact its effecting of any Diamond Transaction and/or its Account.

如富昌決定須要附加抵押品，客戶將即時或富昌指定的時間內提供。客戶承認任何該附加抵押品的要求之未能提供或延遲均可能對鑽石交易及/或賬戶有不良影響。

- 11.4 FBL shall be entitled to deposit, pledge, repledge, hypothecate, rehypothecate, invest or loan any collateral in whatever form provided to FBL or otherwise, and shall not be under any obligation to account to the Client for any interest, income or benefit that may be derived therefrom. No interest shall be paid on any type of collateral deposited by the Client with FBL and the Client acknowledges and consents that interest earned on the collateral deposited under this Agreement may be retained by FBL for its own account and benefit.

富昌將可存放、抵押、再抵押、質押、再質押、投資或放貸或以其他方式處理任何以任何形式提供予富昌的抵押品。及富昌將不會有任何義務向客戶負責任何由抵押品產生的利息、收入或利益。沒有任何利息將支付予客戶所提供予富昌的抵押品，及客戶承認並同意由因本協議存放抵押品將收取的利息，將由富昌所保留及取得。

- 11.5 For the avoidance of doubt, the trading in Diamonds shall only be on a cash basis on such terms and conditions as stipulated in this Agreement.

為免生疑問，鑽石交易將只根據本協議以現金形式進行。

12 TRANSACTION STATUS

交易狀況

- 12.1 The Client shall at all times be fully responsible for monitoring its own positions entered into in respect of Diamond Transactions.

客戶將於任何時間負責監察本身有關鑽石交易的持倉。

- 12.2 Statements and Confirmations of Diamond Transactions concluded and Account status shall be sent by FBL to the Client from time to time.

富昌將不時發送結單及鑽石交易成交確認書予客戶。

13 RIGHT TO CHANGE PRODUCT OFFERINGS

更改產品提供的權利

- 13.1 FBL shall have the right at any time and in its sole and absolute discretion to change, vary or discontinue any specific Diamonds offered to the Client for Diamond Trading pursuant to this Agreement, and shall not be

required to provide any reason for such change, variation or discontinuance.

富昌將有權利在任何時間及以其唯一及絕對酌情權改變、更改或停止根據本協議提供予客戶任何特定鑽石交易，及將不須為該等改變、更改或停止給予任何理由。

14 PRICING

價格

- 14.1 FBL will quote prices via several mediums at which it may be prepared to enter into Diamond Transactions with the Client, including, but not limited to, over the telephone or through emails.

富昌將以其預備為客戶訂定的鑽石交易以不同媒介通知客戶，包括但不限於以電話通知或電郵通知。

- 14.2 The Client acknowledges that a price quotation from FBL pursuant to this Clause does not constitute an offer to enter into or close a Diamond Transaction. A quoted price may change at any time after it has been quoted and prior to the Client making an offer to enter into a Diamond Transaction based on such quoted price. If a quote is made by FBL to the Client over the telephone, the Client may only offer to enter into a Diamond Transaction with FBL on that quote during the same telephone conversation in which the quote was given. Quotes, which are given by FBL as "indication only" or which have been communicated to the Client as being no longer valid, cannot be used by the Client as a basis for making an offer to enter into a Diamond Transaction. For the avoidance of doubt, where the Client offers to enter into a Diamond Transaction with FBL on a current valid quote, such offer is always subject to acceptance by FBL in accordance with the terms of this Agreement.

客戶承認富昌根據本條款所報價並非為訂定或完成鑽石交易的邀約。一個已報之價在客戶在提出訂定鑽石交易之前可於任何時間改變。如一個報價是於富昌與客戶通話時作出，客戶只可在同一電話交談中指出訂定鑽石交易。如富昌報價只作“預示”或已通知客戶該報價已不再有效，客戶皆不以該等報價作為提出訂定交易。為免生疑問，當客戶以當時有效報價訂定一個鑽石交易，該要約是受限於富昌是否根據本協議接受該要約。

15 SETTLEMENT AND DELIVERY OF DIAMOND TRANSACTIONS

結算及鑽石交易的交付

- 15.1 The Client understands and acknowledges that the Diamonds are for trading at Spot Prices and are intended for physical delivery. The date of settlement for any Diamond Transaction shall be three (3) Business Days after the trade date or such other Settlement Date as may be prescribed from time to time by the Exchange and/or the Book Depository under the Exchange Rules. The Client further acknowledges and agrees that the Settlement date may be more than three (3) Business Days as aforesaid due to the public holidays in Singapore and/or Hong Kong and/or the longer time required for wire transfer or remittance.

客戶明白及承認鑽石以現貨價格交易及以將以實貨交收。鑽石交易的結算日為交易日或其他由富昌及/或根據交易所規則訂定日的三天營業日後。客戶再承認及同意由於香港及/或新加坡的公眾假期及/或須要較長時間電匯或匯款，交易日可能超越上述三天營業日。

15.2 If the Client fails to comply with Clause 15.1 above, FBL shall be entitled (but not obliged) to carry out any or all of the following without notice to the Client:

如客戶未能遵守上述15.1條，富昌將可(但無義務)作出任何或全部以下而無需通知客戶:

(a) notwithstanding any collateral deposit with FBL, if the Client does not pay in full for any Diamonds which it purchases by the applicable settlement date, without prejudice to any of its other rights against the Client, FBL has the right to force sell any or all of these Diamonds at any time, in which case FBL will not be liable to the Client for any Loss suffered by the Client as a result of any fall in the market price of the Diamonds between the time the right to force sell arose and the time it actually sells the Diamonds;

儘管客戶已存於予富昌任何抵押品，當客戶未能在適用結算日全數支付已買任何鑽石，在不影響富昌的其他任何權利下，富昌有權利於任何時間強行售出任何或全部該等鑽石，而在這情況下，富昌將不負責任何客戶因鑽石於在強行售出及真正售出期間鑽石的市價下跌。

(b) notwithstanding any collateral deposit with FBL, if the Client does not deliver in full any Diamonds which it sells by the applicable settlement date, without prejudice to any of its other rights against the Client, FBL has the right to buy-in at any time and bill the Client for the difference, in which case FBL will not be liable to the Client for any Loss suffered by the Client as a result of any rise in the market price of the Diamonds between the time the right to buy-in arose and the time it actually buys the Diamonds; or

儘管客戶已存於予富昌任何抵押品，當客戶未能在適用結算日全數交付已沽售的鑽石，在不影響富昌的其他任何權利下，富昌有權於任何時間買入及要客戶支付差價，在這情況下，富昌將不負責任何客戶在有權買入及真正買入的期間的鑽石價格上升。

(c) exercise any of its rights set out in Clause 20 of this Agreement,
行使任何其在本協議第20條的權利:

and the Client shall be responsible for any and all fines, penalties, late charges and all consequential losses and damages which may be assessed against the Client or FBL whether pursuant to the Exchange Rules or otherwise.

及客戶將負責根據交易所規則或其他對客戶或富昌之任何及全部罰金、罰款、遲交費用及所有引起的損失及賠償。

15.3 All the monetary settlements of Spot Diamond Trading shall be in USD. If the Client provides a settlement sum in a currency other than USD, FBL will convert the settlement sum to USD at the exchange rate determined by FBL as a principal according to the prevailing exchange rate.

所有現貨鑽石交易金錢交收將以美元交收。如客戶提供用於交收之款額為美元以外之貨幣，富昌將以主事人的身份按市場當時通行匯率以其所決定之匯率將交收之款額兌換為美元。

16 COMMISSIONS AND CHARGES

佣金及費用

16.1 The Client acknowledges and agrees that the Client shall pay the Commission to FBL on the entry into each Diamond Transaction. On the Business Day on which the parties have entered into a Diamond Transaction, the Client shall pay to FBL the commission at the applicable rates then in force, as set out in the Confirmation thereof or the applicable fee schedule. This commission is in addition to any and all other payment obligations in relation to a Diamond Transaction and will be rounded up to the nearest dollar.

客戶承認及同意客戶將於每個鑽石交易訂定支付予富昌佣金。在營業日各方訂定一個鑽石交易，客戶將支付在確認書或適用費用表所載以當時的佣金率支付予富昌佣金。該佣金是附加於任何及全部其他有關一個鑽石交易的其他支付義務及以整數支付。

16.2 FBL reserves the right from time to time in its sole and absolute discretion and by notice to the Client to vary commission rates or impose other fees. Commission, fees and other charges may be quoted on request, posted on FBL's website or individually notified via post or other modes of communication as FBL in its sole discretion may deem fit. It is the Client's responsibility to ensure that it is aware of current applicable commission, charges and rates.

富昌保留不時以其唯一及絕對酌情權的權利及通知客戶改變佣金率及其他費用。佣金、費用及其收費在富昌網址或經郵件個別通知或其他富昌以其唯一及絕對酌情權方法通知客戶。客戶有責任確保其知悉當時適用佣金、費用及其收費率。

16.3 The Client shall promptly pay all commissions, fees and charges at such rates and in such manner as FBL may in its sole and absolute discretion impose and stipulate from time to time with respect to the execution, performance and/or settlement of any Diamond Transaction or otherwise for the maintenance of the Account. All commissions, fees and charges to be payable from the Client may be settled by FBL on the day they fall due by debiting the Account with the relevant amount payable by the Client. In the event that there are insufficient cleared funds in the Account, the Client acknowledges that any amount due and payable from the Client under this Clause is a debt immediately due and owing by the Client to FBL.

客戶將盡快支付以富昌以其唯一及絕對酌情權的收費率不時所徵收及訂定有關執行、履行及/或結算任何鑽石交易或其他維持賬戶的所有佣金、收費及費用。由客戶支付予富昌所有佣金、收費及費用可在到期日由富昌於賬戶扣除有關金額。當賬戶未有足夠資金，客戶承認任何到期款項及在本條款下應付金額將即時為客戶對富昌之欠款。

16.4 The Client agrees that FBL may share all fees and charges with other persons in any proportion that FBL deems fit without being required to disclose that fact to the Client (unless that disclosure is required by Applicable Laws).

客戶同意富昌可與其他人士分享富昌認為適當比例的所有收費及費用，而無須向客戶披露有關事實（除非

適用法律要求披露)。

17 WITHDRAWAL OF DIAMONDS

鑽石的提取

- 17.1 The Client understands and agrees that any and all withdrawals of any Diamond or any individual diamond stone forming part thereof from the Book Depository shall be in accordance with the Depository Account Rules and the Book Depository shall be entitled to issue any Circular, Guidance Note, processes and/or procedures from time to time in respect of any such withdrawal.

客戶明白及同意將根據存管賬戶規則提取任何鑽石的任何及全部鑽石或個別鑽石為記賬存管所的儲存的部份，及記賬存管所將可不時發佈有關該等提取之任何通告、指引、步驟及/或程序。

- 17.2 In respect of any withdrawal of any Diamond (or any individual diamond stone forming part thereof) from the Book Depository effected at the request of the Client, the Client agrees to be solely responsible for, accept and bear all risks of the withdrawal of such Diamonds (or any individual diamond stone forming part thereof), including, but not limited to, the risk of loss of the Diamonds and all other Losses (as defined under the Depository Account Rules) and pay for, and accept liability for, all costs and expenses (including, but not limited to, transportation, insurance, GST, stamp and all other duties or taxes payable) of the withdrawal. The Client further agrees to bear the risk of any price differential arising out of the process of, or any delay in, howsoever caused, the withdrawal.

有關客戶要求於記賬存管所任何鑽石的任何及全部鑽石（或個別鑽石為記賬存管所的儲存的部份）的提取，客戶同意獨自負責、接受及承擔該鑽石提取之風險（或個別鑽石之部份），包括但不限於鑽石的遺失及其他提取的損失（如存管賬戶規則介定），及支付有關提取的所有成本及費用及接受有關提取的責任（包括但不限於運輸、保險、消費稅、厘印費及所有其他應付關稅或稅收）。客戶再同意承擔因無論如何造成提取步驟或延誤引起的價格變異風險。

18 ERRORS

錯誤

- 18.1 Subject to the provisions of this Clause, a Confirmation which does not accurately reflect the relevant Diamond Transaction entered into using the telephone or e-mails:

受制於本條款下，確認書沒有準確地反映由以電話或電郵所訂定有關的鑽石交易：

- (a) does not affect the validity of the Diamond Transaction which the Confirmation evidences; and
並不影響確認書證明的鑽石交易有效性；及
- (b) where there is Manifest Error, does not entitle the Client to enforce whatever is inaccurately recorded in the Confirmation.

當有明顯錯誤時，客戶不能執行不準確的確認書所記錄的任何事宜。

18.2 FBL reserves the right to void from the outset any Diamond Transaction involving or deriving from a Manifest Error or to amend the details of such Diamond Transaction to reflect that which FBL considers in its sole and absolute discretion acting in good faith to be the correct or fair details of such a Diamond Transaction absent Manifest Error.

富昌保留權利因涉及或由於明顯錯誤而將任何鑽石交易使其無效，或更改鑽石交易以達致富昌認為以其唯一及絕對酌情權誠實地認為該鑽石交易的準確或公平而沒有明顯錯誤的情況。

18.3 Without prejudice to the generality of the other terms in this Agreement, and in the absence of fraud or bad faith, FBL shall in no circumstances be liable to the Client for any loss, cost, claim, damage, demand or expense of whatsoever nature the Client may suffer or incur in connection with any Manifest Error howsoever arising, whether direct or indirect, special or consequential, including, but not limited to, loss of profit, loss of opportunity or even if FBL had been advised of the possibility of the same arising or that the same were reasonably foreseeable.

在不影響本協議的其他條款的一般性下，及沒有欺詐或不誠信下，富昌將在任何情況下不向客戶負責任何客戶因任何無論如何發生的明顯錯誤而直接或間接產生、特別或隨之發生的任何性質之任何損失、成本、索償、損壞或費用，包括但不限於利潤損失、機會損失或就算富昌以提供有關可能性或合理預見性亦是。

18.4 Without prejudice to the generality of the foregoing, FBL shall not in any event be liable to the Client for any indirect or consequential loss, or for any anticipated profit or punitive damages.

在不影響前述條款的一般性下，富昌將在任何情況下不向客戶負責任何間接產生或隨之發生之損失、或預料利潤或懲罰性的賠償。

19 FORCE MAJEURE

不可抗力

19.1 The Client hereby agrees that FBL and its directors, officers, employees and agents shall not be liable for any delay or failure to perform any obligation on its part or for any losses caused directly or indirectly by any condition or circumstances over which FBL, its directors, officers, employees and agents do not have direct control, including but not limited to government restriction, the imposition of emergency procedures or suspension of trading of the Exchange or other market, or any suspension of the operations of Book Depository and/or Physical Depository, exchange or market rulings, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, war (whether declared or not), severe weather, earthquakes, strikes and any act of God.

客戶同意在無法直接或間接控制情況或條件下(包括但不限於政府管制、宣佈採取緊急程序、或任何有關交易所或其他市場暫停買賣、記賬存管所及/或實貨存管所暫停運作、交易或市場規則、電子機械儀器或通訊電纜電訊連接問題、未經允許進入、盜取、戰爭(不論宣佈與否)、惡劣天氣、地震、罷工及任何天災)，富昌及其董事、主管、僱員和代理人將不對任何延誤或損失負任何責任。

19.2 If FBL determines in its reasonable opinion that a Force Majeure Event as stated in Clause 19.1 or otherwise exists then FBL may in its sole and absolute discretion (and without prejudice to any other rights FBL may have) and, where relevant, for such period as FBL may in its sole and absolute discretion determine in good faith :

當富昌根據第19.1條或其他以合理意見決定不可抗力事件發生，富昌將以其唯一及絕對酌情權（不影響富昌其他可能有的權利）及富昌可以其唯一及絕對酌情權的當適合時段內誠信地決定如下：

- (a) cease or suspend trading and/or alter trading times for Diamonds on the Exchange;
停止或暫停於交易所之交易及/或改變鑽石交易的時間;
- (b) vary commission rates or any other applicable fees or charges;
改變佣金率或其他適用的收費或費用;
- (c) exercise a buy-in or force sell in respect of any or all Diamond Transactions, refuse any Diamond Transactions, cancel or fill any Orders in respect of Diamond Transactions, in each case at such level as FBL considers in good faith to be appropriate in all the circumstances;
行使買入或強制買入任何鑽石交易、拒絕任何鑽石交易、取消或執行有關鑽石交易的買賣指示，而每一事件均為富昌在所有情況下以誠信決定;
- (d) immediately require payment of collateral or any other amounts the Client may owe FBL;
即時要求客戶支付欠富昌的抵押品金額或其他金額;
- (e) vary maximum and/or minimum Diamond Transaction size;
改變最少及/或最大鑽石交易量;
- (f) suspend or modify the application of any or all of this Agreement to the extent that it is impossible or not reasonably practicable for FBL to comply with them; and
任何富昌不可能或不可能合理地遇見的情況暫援或更改任何或全部本協議的應用;
- (g) take or omit to take all such other actions as FBL deems appropriate in the circumstances to protect itself and its Client as a whole.
採取或不採取全部富昌認為在情況適合下以作為一個整體保障其自身及客戶的行動。

20 DEFAULT

不履行合約

20.1 Any of the following events will constitute and be considered an event of default:

下列的任何事項的發生均將構成並視為不履行合約事件：

- (a) if FBL has reasonable concerns that the Client does not have a sufficient understanding of the nature of, or the risks of, Diamond Trading;
如富昌有理由關注客戶未對鑽石交易的性質及風險有足夠的理解;
- (b) any delay or default by the Client in complying with the terms and conditions hereof or under the terms of any Contract;
客戶延遲或未能遵守本協議的條款或任何合約的條款;
- (c) any representation, warranty, agreement or undertaking made by the Client to FBL (whether under or in relation to this Agreement or otherwise) or any other material statement made by the Client in or in relation to the same being untrue, inaccurate, incomplete or misleading in any respect at the time when made by the Client or thereafter at any time becomes untrue, inaccurate, incomplete or misleading in any respect and the Client fails to inform FBL of the true position as soon as reasonably practicable;
任何由客戶向富昌的陳述、保證、同意及承諾（不論是有關本協議或其他）或其他由客戶作出有關重大陳述，當客戶作出時任何方面為不正確、不準確、不完整、誤導或其後任何時間變為任何方面不正確、不準確、不完整、誤導及客戶未有合理地盡快向富昌盡快把通知真實情況;
- (d) the Client fails to promptly provide FBL with verification of the Client's identity or status or the identity or status of any person empowered by the Client to act on the Client's behalf or information and/or documents in relation to credit checks and assessments conducted by FBL;
客戶未有盡快向富昌提供核實客戶的身份或狀況或其他授權代表客戶任何人士的身份或狀況有關可供信用評估的資料及/或文件;
- (e) 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:
如客戶為個人或商號，則客戶或其任何合夥人：
- i) dying;
逝世；
 - ii) committing any act of bankruptcy, or a petition for bankruptcy having been filed against him; or
作出破產行為或遭他人申請其破產；或
 - iii) becoming insane or otherwise losing his full capacity to enter into agreements or contracts in general.
神經失常或喪失訂立協議或合約的充分資格。

- (f) 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.

如客戶為公司，則客戶本身結束營業或清盤，或發生任何可能導致結束營業或清盤的事件、決議、會議、申請或命令。

- (g) in the case of all Clients:

對於所有客戶而言：

- i) the appointments of a receiver over any of the Client's assets or the Client suffering any levy or execution thereon;
客戶的任何資產遭他人委任接管人予以接管，或遭受任何扣押或執行；
- ii) 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
客戶任何債項應償還或到期時，客戶基於任何原因未能或不復予以清償；及
- iii) there has been proposed or implemented any scheme of arrangements between the Client and his or its creditors.
客戶與債權人之間建議或執行任何安排方案。
- iv) FBL has reasonable concerns in relation to the Client's creditworthiness, financial status or verification of the Client's identity;
富昌有理由關注客戶的信用能力、財務狀況或身份的核實；
- v) FBL determines in its sole and absolute discretion that the Client has acted in an abusive manner to any representative of FBL;
富昌以唯一及絕對的酌情權決定客戶以不當態度對富昌代表；
- vi) unless alternative arrangements have been made between FBL and the Client with reference to a specific absence by the Client, at any time FBL is not able to contact the Client within 24 hours using reasonable means and contact points known to FBL;
除富昌與客戶有當客戶缺席時的另類安排外，富昌於任何時間在 24 小時內不可以合理方法及富昌可知的聯絡方法能夠聯絡客戶；
- vii) FBL forms the view, in good faith, that it should take action in order to preserve its rights or interests under any Account or under its relationship with the Client; or
富昌誠信地認為須採取行動以保障其權利或賬戶的利益，或與客戶的關係；

- viii) FBL reasonably believes that any of the circumstances set out under Clause 20(a) to (g) above are likely to happen and FBL also reasonably believes that any action described in Clauses 20.2 and 20.3 below is necessary, desirable or expedient to protect its interests or the interests of FBL's other clients,

富昌合理地相信任何在上述第20(a)至(g)條有可能發生及富昌有合理地相信任何於下述20.2及20.3條所指述行動為必須、值得或適宜保障其權益或富昌其他客戶的權益。

- 20.2 Upon the happening of any event of default, all the rights and remedies of FBL 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 diamonds, set-off and consolidation of account, cancellation of unperformed contracts, settlement of unliquidated contracts and appropriation of spot diamonds from the Client's account, or sale thereof.

在發生任何不履行合約事件時，富昌享有的所有權利及補償即自動變成可以行使，而無須向客戶發出任何通知。此等權利及補償包括但不限於行使留置權、出售質押品、抵押品、抵銷及合併賬戶、取消尚未執行的買賣合約、將未平倉的買賣合約平倉及自客戶賬戶中調撥或出售鑽石的一切權利。

- 20.3 Without prejudice to any other right of FBL hereunder or otherwise at law, in the event of Default, FBL may (but is not obliged to) immediately or at any time thereafter, do or omit to do anything which FBL reasonably believes to be necessary, desirable or expedient to protect FBL or its other clients; and/or exercise such other authority and powers that may have been conferred upon FBL by this Agreement.

在不影響富昌其他在本協議或法律可能有的權利下，在發生不履行合約事件時，富昌可(但沒有義務)即時或其後以富昌合理地相信認為需要、方便或有利於行使以保障富昌及其客戶的採取或不採取行動;及/或行使在本協議在本協議之其他授權及權力。

- 20.4 FBL 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 FBL.

除非是由於富昌的嚴重行為或疏忽所致的損失或損害，否則富昌在行使上述權利及補償時導致的任何損害富昌一概無須負責。

- 20.5 If the Client commits a default in payment on demand of the deposits or any other sums payable to FBL hereunder, on the due date therefor, or otherwise fails to comply with any of the terms herein contained, without prejudice to any other rights FBL may have, FBL shall have the right to close the Account(s) without notice to the Client and/or to cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Client and/or to close out without recourse any or all contracts and to apply the proceeds thereof and any cash deposit(s) to pay FBL all outstanding balances owing to FBL. Any monies remaining after such application shall be refunded to the Client.

如客戶未能於富昌要求之限期前繳付存款或任何不履行本協議規定須付予富昌之款項，或其他未有遵守本

協議之任何條款，在不影響富昌可能享有的任何其他權利的情況下，富昌有權利無須通知客戶而結束賬戶，及／或處置任何一切為或代表客戶持有之常設指示及／或合約或其他承諾，及／或沒有追索權下結束任何或所有合約，及將出售所得的款項及任何現金用以清償一切未付還富昌之餘數。任何清還後之餘款將退還予客戶。

- 20.6 Upon the occurrence of a Default, in addition to any rights that FBL may have under Clauses 20.2 and 20.3, FBL may exercise its rights to buy-in or force sell under Clause 15.2.

當不履行合約發生時在，除第20.2及20.3條款下富昌已有權利外，富昌可根據第15.2條行使其權利買入或強制沽出。

- 20.7 Any action by FBL under this Clause shall be without prejudice to any of its rights to damages or any other remedy under this Agreement.

富昌根據本條款所採取任何行動將不影響其在本協議之賠償或其他補償的權利。

21 ILLEGALITY

非法性

- 21.1 If any event occurs (including the introduction, implementation, operation or taking effect of, any law, regulation, tax, treaty, order, official directive or ruling, or any change in any such law, regulation, tax, treaty, order, official directive or ruling or in their interpretation or application by any governmental authority or agent) which makes or declares it unlawful or physically, technically or commercially impracticable or unviable for either FBL or the Client to exercise its rights or perform its obligations under this Agreement, FBL shall in good faith determine if this Agreement may be amended or the trading arrangements restructured in a manner which is lawful or practicable or viable. If FBL determines in good faith that this is not reasonably practicable and that such event adversely alters or changes the rights or obligations which FBL in good faith undertook upon the establishment of such Diamond Transaction or otherwise when opening or maintaining the Diamond Trading Account, FBL may terminate such Account by notice to the Client and exercise its rights under this Agreement including under Clause 20 as if a Default had occurred for the purpose of that Clause.

如任何事情發生（包括介紹、執行、營運或任何法律、法規、稅務、條約、指令、官方指引及規條的生效或任何該等任何法律、法規、稅務、條約、指令、官方指引及規條或政府官方或政府代理之就該等解釋或應用的更改）做成或宣佈富昌或客戶在行使或執行本協議的義務非法或實質上、技術上或商業上不實際可行或不可行在行使或執行本協議的義務，富昌將誠信地決定是否本協議約應否更改或安排交易重組以達致合法或實際可行或可行。當富昌以誠信決定無法實際合理地將該等事件變更或改變達致富昌可誠信地執行建立該等鑽石交易或其他開立或維持鑽石交易賬戶，富昌可通知客戶終止該賬戶，及根據本協議行使其權利，包括本協議第20條猶如不履行合約事件發生的權利。

22 NO ADVICE

不提供意見

- 22.1 FBL, the Exchange and Book Depository do not and are not obliged to provide investment advice to the Client. The Client agrees that it is deemed to have made independent analysis and decision with respect to investments in Physical Diamonds in the form of Products, continued holding of Physical Diamonds in the form of Products and any dealings therein. Each transaction shall be deemed to be undertaken by the Client in reliance only upon the Client's own judgement and not in reliance on FBL, the Exchange, Book Depository or any of their agents, officers or employees. The Client acknowledges and agrees that FBL, the Exchange and Book Depository do not hold out any of their agents, officers or employees as having any authority to advise the Client and FBL, the Exchange and Book Depository do not purport to advise the Client on the terms of, or any other matters connected with any investment or transaction in Physical Diamonds in the form of Products and/or continued holding of Physical Diamonds in the form of Products

富昌、交易所及記賬存管所不會及沒有義務提供投資意見予客戶。客戶同意被視為作出獨立分析及決定有關實物鑽石的产品、繼續持有及任何買賣。每一交易將被視為客戶只依賴自身的決定及並不是依賴富昌、交易所及記賬存管所或任何其他代理人、主要人員或僱員。客戶承認及同意富昌、交易所及記賬存管所不會充作任何其他代理人、主要人員或僱員為有授權向客戶提供意見，及富昌、交易所及記賬存管所不會當作提供有關實物鑽石的产品、繼續持有及任何買賣之投資或交易意見。

- 22.2 The Client acknowledges and agrees that the Client retains full responsibility for all Transactions and FBL is responsible only for the execution, clearing and carrying of Transactions and has no responsibility or obligation regarding any conduct, action, representation or statement of any introducing firm, investment advisor or other third party in connection with the Account or any Transaction therein. In relation to Transactions entered by the Client not as a result of FBL's recommendation or solicitation, FBL is not responsible to the Client with respect to the suitability of the Transaction. Nor is FBL responsible for the profitability, tax, legal or accounting consequences of any Transactions.

客戶承認並同意客戶對所有交易負有全部的責任及富昌只對交易的執行、結算和進行交易負責，富昌對於與賬戶或交易有關的介紹公司、投資顧問或其他第三方的任何操守、行動、陳述或聲明一概不承擔義務和責任。客戶進行的交易不是富昌推薦或誘導的結果，富昌不會對客戶進行的交易的合適性承擔責任。富昌亦不會對任何交易的盈利、稅項、法律和會計的後果承擔責任。

- 22.3 Any advice or information provided by FBL, its directors, officers, employees or agents, whether or not solicited, shall not constitute an offer to enter into a transaction, or an investment recommendation. The Client independently and without reliance on FBL, makes its own judgments on Transactions and the Client expressly acknowledges and confirms that decisions regarding the Transaction are made by the Client at the Client's discretion and risk.

由富昌、富昌的董事、高級職員、僱員或代理人提供的任何意見或資料（不論是否被要求的）都不應構成

進行交易的要約或投資的建議。客戶應獨立地並且不依賴富昌，作出其本身的交易的判斷，客戶並確認交易的決定是由客戶決定並承受有關風險。

22.4 In respect of all transactions entered into by the Client or by FBL on the Client's Instructions or on Client's behalf, the Client understands and agrees that:-

有關客戶執行的交易或由富昌根據客戶指示的交易或代表客戶的交易，客戶明白及同意：

- (i) FBL assumes no duty to give advice or make recommendations;
富昌沒有承擔給予意見或推介的責任；
- (ii) FBL shall not owe the Client any duty to advise on the merits or suitability of any Transaction;
富昌將不對客戶負上就任何交易提供利好性或適合性的意見；
- (iii) if FBL and/or its representatives give any suggestions and/or advice on spot trading or issued such analyses or reports wholly incidental to carrying on of dealing in spot diamond, they assume no responsibility for the Client's portfolio or for any investments or transactions made; and
如富昌及／或其代表完全因為進行鑽石交易的活動而作出任何買賣鑽石提議及／或意見或發出有關分析或報告，富昌對客戶的投資組合或任何投資或任何完全交易均不承擔任何責任；及
- (iv) in respect of all trades the Client may effect, the Client is deemed to have obtained independent advice from the Client's legal, financial and investment advisers.
至於客戶所進行的所有交易，客戶將被視為已有取得到獨立的法律、財務及投資顧問的意見。

22.5 Without prejudice to the generality of Clauses 22.1 to 22.4 of this Agreement, FBL does not and is not willing to assume any advisory, fiduciary or similar or other duties or act as investment adviser to the Client in respect of any Diamond or Diamond Trading and may provide the Client solely with execution only services for and with respect to the Client's Diamond Transactions with or through FBL.

在不影響本協議第22.1至22.4條的一般性，富昌不會及不願意就任何有關任何鑽石或任何交易承擔作任何諮詢、誠信或類同或其他責任或作為客戶的投資顧問，富昌只可提供客戶有關經過或透過富昌之任何鑽石交易執行服務。

23 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

陳述、保證與承諾

23.1 The Client hereby represents and warrants that:

客戶特此陳述及保證如下：

- (a) where the Client or any one of them is a body corporate (in respect of such person):
若客戶或任何客戶屬於法人團體（就有關人士而言）：

- (i) it is a corporation duly organized and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;
客戶是一間正式註冊成立的法團，根據其註冊所在地及其經營業務的各其他地區的法律有效存在；
 - (ii) this Agreement has been validly authorised by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;
本協議經客戶的有關企業行動有效認可，並於簽訂及交付後，應按照本文的條款構成有效及具約束力的客戶義務；
 - (iii) the certified true copies of the Client's certificate of incorporation or registration, charter, statute or memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to FBL are true and accurate and still in force;
經已送交富昌的客戶註冊或登記證書、特許狀、法規、組織章程大綱與規格或組成或界定其組成的文件及客戶的董事會決議等核證真確副本，均屬真實準確及現仍有效；
 - (iv) no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up, the Client; and
概無採取或正在採取任何步驟，藉以為客戶的資產委任接管人及／或財產接收管理人或清盤人，或將客戶清盤；及
 - (v) unless otherwise disclosed to FBL in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exists no arrangements whereby any person other than the Client has or will have any interest in this Agreement or any Contract or Client Contract made pursuant hereto;
除非另行向富昌作出書面披露，否則客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓客戶以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有權益的安排；
- (b) where the Client or any one of them is an individual:
若客戶或任何客戶屬於個人：
- (i) the Client is legally capable of validly entering into and performing this Agreement and that he or she has attained the age of 18 years and is of sound mind and legal competence and is not a bankrupt; and
客戶在法律上有能力有效訂立及履行本協議，並年滿18歲及精神健全及具合法能力，亦非破

產人；及

- (ii) the Client is trading on his/her own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any other person has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto;
客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓任何其他人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排；
- (c) where there are two or more persons included in the expression "the Client":
若「客戶」一詞包括兩人或多於兩人：
- (i) the liability of each such person hereunder shall be joint and several;
本文所載每名有關人士的責任及義務，均屬共同及個別性質；
- (ii) unless FBL shall have received written instructions from the Client directing otherwise, any one of them shall have full authority to give any instructions with respect to any Account or any Client Contract including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; to receive demands, notices, confirmations, reports, statements and other communications of any kind it being understood and agreed that such demands, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each of them notwithstanding that they have not been sent to or received by every one of them; generally to deal with FBL in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein;
除非富昌收到客戶發出與此相反的書面指示，否則任何有關人士具有充分授權發出任何與任何賬戶或任何客戶合約有關的指示，包括（但不限於）買賣或提出溢餘款項；收取各類要求、通知、確認書、報告、結單及其他通訊，惟須同意發給客戶的有關要求、通知、確認書、報告、結單及其他通訊，對各客戶均具約束力，即使並非每名客戶均獲發及收訖有關要求、通知、確認書、報告、結單及其他通訊亦然；基於本文而全面及詳實與富昌進行一般交往，猶如其他聯名賬戶持有人並不享有本文的任何權益一樣等指示；
- (iii) FBL shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any fund delivered by the Client in respect of any Account;
富昌概無責任或義務查究所發出的任何指示的目的或是否恰當，亦無義務監督如何應用客戶基於任何賬戶而交付的任何款項；
- (iv) notwithstanding any other arrangements which may have been made between them the rule of survivorship shall apply to the joint account hereunder and on the death of any one of them the

moneys, Diamonds and other property whatsoever for the time being standing to the credit of the joint account and anything held by FBL whether by way of security or for sale, custody or collection or any other purpose whatsoever shall be held to the order of the survivor(s) of them; and

儘管有關人士之間訂有任何其他安排，尚存者規則應適用於本文規定的聯名賬戶，而於任何有關賬戶持有人身故後，當時有關聯名賬戶貨項所記的款項、鑽石及其他財產、以及富昌持有的任何事物，不論作為抵押或出售、保管、收賬或任何其他用途，均應按有關聯名賬戶持有人的尚存者的指示持有；及

- (v) unless otherwise disclosed to FBL in writing, the Client is trading on its own account and does not do so as nominee or trustee for any other person and there exist no arrangements whereby any person other than the persons signing this Agreement as the Client has or will have any beneficial interest in this Agreement or any Contract or Client Contract made pursuant hereto;

除非另行向富昌作出書面披露，否則客戶均以其本身賬戶進行買賣，並非以任何其他人士的代名人或受託人身分進行買賣，亦不存在任何讓以客戶身分簽署本協議的人以外的任何人士對本協議或據其訂立的任何合約或客戶合約享有任何實益權益的安排；

- (d) as regards all Clients:

就所有客戶而言：

- (i) the information given by the Client, or on the Client's behalf, to FBL in connection with the opening of any Account with FBL (including, without limitation, the information contained in the Account Opening Form) is true and complete and FBL shall be entitled to rely on such information until FBL receives written notice from the Client of any changes thereto;

由客戶或代表客戶發給富昌並與在富昌開立任何賬戶事宜有關的資料（包括但不限於客戶資料陳述書所載的資料）均屬真實及詳盡，而富昌有權依賴有關資料，直至富昌收到客戶發出有關資料的任何書面更改通知為止；

- (ii) it has the authority and capacity to enter into and execute this Agreement and any Contract and that no one except the Client has an interest in the Account or Accounts;

客戶具有授權及能力訂立及簽訂本協議及任何客戶合約，而客戶以外任何人士對有關賬戶概不享有任何權益；

- (iii) the contents of this Agreement have been fully explained to the Client in a language the Client understands and the Client agrees with them;

現已採用客戶明白的語言向客戶詳盡解釋本協議的內容，而客戶同意有關內容；

- (iv) unless otherwise disclosed to FBL in writing, it is trading on its own account;

除非另行向富昌作出書面披露者，否則客戶以其本身賬戶進行買賣；

- (v) where the Client is not a principal and is acting as a nominee or trustee for any other person, it has disclosed fully and accurately such information as well as the identity of the principal to FBL and shall immediately notify FBL in writing of the identity of all persons ultimately beneficially interested in the Account and any changes to such information;

若客戶並非主事人，並出任任何其他人士的代名人或受託人，客戶已向富昌充分及準確披露有關資料及主事人的身分，並立即將所有最終享有賬戶實益權益的人士的身分及有關資料的變更書面通知富昌；

- (vi) that the Account is not an Omnibus Account; and
賬戶並非綜合戶口；及

- (vii) the Risk Disclosure Statements have been fully explained to such Client in a language he understands and the Client declares that he understands the same.

現已採用客戶明白的語言向客戶詳盡解釋每份風險披露聲明及免責聲明，而客戶聲明其明白有關聲明及陳述書。

23.2 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the Client gives Orders to FBL, enters into any Transactions or establishes a new Account with FBL.

上述陳述、保證、同意及承諾將被視為當客戶向富昌給予買賣指示、訂定任何交易或與富昌建立新賬戶時重覆。

23.3 In addition and without derogation of any of the representations, warranties and undertakings of the client under Clause 23.1 of this Agreement, the Client represents, warrants and undertakes to FBL, on the basis that each of these representations, warranties and undertakings is deemed repeated on a continuing basis for as long as the Diamond Trading services are provided to the Client and each time FBL makes a quote, or accepts an offer to enter into, or enters, an Order (as defined in the Exchange Rules), executes a Contract, or transacts on the Exchange Trading System, unless FBL has waived the requirement for any such representation, warranty or undertaking, that:

附加於及在不減損本協議第23.1條的客戶向富昌陳述、保證及承諾，以此為基礎每一該等陳述、保證及承諾當鑽石交易服務仍提供予客戶時及每次富昌作出報價或接受邀約或訂定買賣指示（如交易所規則所介定）、執行合約、交易所交易系統的交易將被視為繼續重覆，除非富昌豁免任何該等陳述、保證及承諾如下：

- (a) the Client is an Accredited Investor and if an Account is opened and maintained for Diamond Trading in the name of more than one person for dealing on a joint account basis, each of the Clients is an Accredited Investor;

客戶為認可投資者及如賬戶以鑽石交易開立賬戶為一人以上名義的聯名賬戶，每一客戶均是認可投資

者;

- (b) FBL has full and absolute right and consent of the Client to enter into and be bound by the Exchange Rules and Depository Account Rules and perform any of its obligations and exercise any of its rights under the Exchange Rules and Depository Account Rules;

富昌有完全及絕對權利及客戶同意及受交易所規則及存管賬戶規則所約束及執行根據交易所規則及存管賬戶規則執行其權利及義務。

- (c) notwithstanding any references in the Exchange Rules and Depository Account Rules to FBL placing or executing orders, acting as broker or performing or doing any act, with or for the benefit in any way of the Client, or to warranties or obligations of FBL in relation to the Client, FBL has the full and absolute right, and consent of the Client, to act as principal, hold and deal with the Diamonds as principal vis-à-vis the Exchange, and that FBL acts as and shall be responsible as principal for the Diamonds vis-à-vis the Exchange, and that nothing in the Exchange Rules or Depository Account Rules shall impose on the Exchange, the Book Depository or any of the other Members any responsibility or notice of any trust (express, implied or constructive), segregation, entitlement or any other right of the Client or other arrangement, and no liabilities shall be affected by anything done in pursuance of the Exchange Rules and Depository Account Rules, and the Exchange, the Book Depository and each of the other Members shall not be affected with notice of any trust, segregation, entitlement or any other right of the Client or other arrangement by anything so done; and

儘管參考交易所規則及存管賬戶規則富昌送達或執行買賣指示、作為經紀或執行作出任何行動為客戶任何利益、或保證有關客戶富昌的義務或承諾，富昌有完全及絕對權利及客戶同意作為主事人身份持有對交易所買賣及持有鑽石，及富昌將以主事人對交易所處理鑽石，及交易所規則或存管賬戶規則均將沒有加於交易所、記賬存管所或其他會員任何責任或任何信託通知（明確、默示或推定）、隔離、客戶權益或其他權利或安排，及任何根據交易所規則及存管賬戶規則及交易所、記賬存管所及每一個其他會員將不受任何信託、隔離、客戶權益或其他權利或安排的通知所作的影響。

- (d) the Client is not or will not be, engaged in any activity relating to “*conflict diamonds*” or any activity in contravention of any applicable anti-money laundering and/or countering of terrorism financing regulation, proliferation financing and/or sanctions regulations in force in any jurisdiction and all payments made and all Diamonds deposited and/or held in the form of Products are not “*conflict diamonds*” or connected therewith, and do not represent and/or relate to, or facilitate, the retention or control of proceeds, property, funds or investments derived from or used in connection with any conflict activities, money laundering and/or terrorism financing activities, proliferation financing activities and/or sanctioned activities.

客戶不可或將不可從事任何有關“衝突鑽石”或任何違反於任何司法管轄區當時有效適用於反洗黑錢及/或打擊恐怖份子資金籌集規則、擴散融資及/或制裁規則，及所有存放及持有的鑽石不是“衝突鑽石”或有關事宜，及不代表及/或有關、或便利、保留或控制由該等任何衝突的活動、洗黑錢及/或打擊恐怖份子資金籌集、擴散融資及/或制裁規則之保留及控制的收益、財產、資金或投資。

24 LIABILITY OF FBL

富昌的責任

24.1 The Client understands and agrees that FBL does not make any representation or warranty or undertake any liability or responsibility with respect to the following:

客戶明白及同意富昌將不作出任何以下的陳述或保證或將不承諾任何以下責任及職責:

(a) no condition is made or to be implied nor is any warranty given or to be implied as to:

無作出以下條件或默示或任何保證或默示保證:

(i) the quantity, quality and description of a Diamond;

鑽石的量、質及描述;

(ii) the compliance of the Diamond in any and all respects with the Product Specifications, the description contained in the supporting documents and information and/or the conditions imposed by the Book Depository; and

任何及全部有關鑽石產品的規格、相關文件及資料的描述及/或記賬存管所的條件之符合;

(iii) the suitability of any Diamond for any particular purpose or use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to FBL or the Book Depository or Exchange;

任何鑽石是否適合於任何特定目的或以特別條件下使用，儘管該等目的及條件是為富昌或記賬存管所或交易所所知悉;

(b) the authenticity, validity or accuracy of any document or instrument given, issued, delivered, submitted or lodged by the Physical Depository, any Laboratory, any Member at any time, whether for purposes of execution, settlement, Novation or Re-novation. FBL shall not be liable or responsible in any way for any negligence, misconduct, fraud, willful default or any other default, wrongdoing or breach of duty howsoever caused and however serious of the Physical Depository, any Laboratory, or any other Member or person responsible for the issuance, transmission, lodgement, preparation, or delivery of any document or instrument pursuant to or arising out of the Exchange Rules, Depository Account Rules and/or the Product Specifications, nor obliged in any way to take any action against any of the foregoing persons for any of the foregoing matters; and

在為執行、結算、契約更新或契約再更新目的，由實貨存管所、實驗室、任何會員於任何時間所給予、發出、交付、提交或提出之任何文件或文書之真確性、有效性或準確性。富昌將不負責實貨存管所、實驗室、任何其他會員或其他人士根據或來自交易所規則、存管賬戶規則及/或產品規格所給予、發出、交付、提交或提出之任何文件或文書之在任何情況發生及任何嚴重性的任何疏忽、違規、欺詐、

有意違反或其他違反、不當行為或違反責任，富昌亦無責任向上述人士為任何上述事宜作出任何行動；及

- (c) the availability, suitability, efficiency or competence of the Physical Depository, any Laboratory, any delivery facility approved by the Book Depository, and any of their respective agents. FBL shall not be liable or responsible in any way for the condition, availability, suitability or efficiency of any such Physical Depository, Laboratory, or delivery facility, or any of their respective agents, nor obliged in any way to take any action against any of the foregoing persons for any of the foregoing matters.

實貨存管所、任何實驗室、任何由記賬存管所所認可的運送設施及任何其個別代理人之可得性、適合性、效率或勝任。富昌將在任何情況不負責任何該等實貨存管所、實驗室、運送設施之條件、可得性、適合性、效率，富昌亦無責任向上述人士為任何上述事宜作出任何行動。

25 CLIENT INFORMATION

客戶的資料

- 25.1 Whilst, subject to legal or regulatory requirements applying to FBL, the Client expects FBL to keep confidential all matters relating to this Agreement, the Client hereby expressly authorizes FBL to provide such matters to the Exchange and/or the Book Depository and/or any other regulatory authorities upon their respective request.

雖然客戶預期富昌在適用於富昌之法定或監管要求之規限下將本協議有關之事情保密，客戶謹此明確授權如應交易所及/或記賬存管所及/或其他監管機構之要求，富昌可向彼等提供本協議有關之事情。

- 25.2 The Client hereby acknowledges that the Client has read the Personal Information Collection Statement set out in Schedule 1 hereto pursuant to the Personal Data (Privacy) Ordinance and agreed to the terms in it. The Client understands and acknowledges that FBL intends to use the Client's personal data for direct marketing and FBL may not so use the Client's data unless FBL has received the Client's consent to such intended use. The Client expressly acknowledges, confirms and agrees that unless the Client decides to opt out the use of his/her personal data for direct marketing by filling and signing the Direct Marketing-Consent/Opt Out Request Form in Appendix A to Schedule 1 or by giving notice to FBL at any time as stipulated in Schedule 1, FBL shall use the Client's personal data for direct marketing as agreed in Appendix A to Schedule 1.

客戶在此承認客戶已詳閱於附表 1 所載之富昌根據個人資料（私隱）條例發出的個人資料收集聲明，並完全同意其條款。客戶明白及承認富昌擬把客戶的資料使用於直接促銷及富昌須收到客戶對該擬進行的使用的同意，否則不得如此使用該資料。客戶清楚明白、承認及同意除非客戶決定以填寫及簽署於附表 1 所載的附錄甲的直接促銷 - 同意／拒絕要求表格或根據附表 1 所載隨時通知富昌，富昌將根據附錄甲的同意使用客戶的資料於直接促銷。

- 25.3 The Client consents to, authorises and approves the provision of documents, records or information (including personal data) to the Exchange and/or the Book Depository and/or their related corporations, service providers and agents for all purposes in connection with:

客戶同意、授權及批准提供予交易所及/或記賬存管所及/或其有關機構、服務供應者及代理有關以下目的的文件、記錄或資料（包括個人資料）：

- (a) the Exchange and/or the Book Depository discharging their obligations under the Exchange Rules and Depository Account Rules or any applicable law;
交易所及/或記賬存管所履行交易所規則及存管賬戶規則或適用法律的義務;
- (b) the opening, administration and operation of the depository accounts with the Book Depository or other ancillary purposes (including market research and the marketing of products and services of the Exchange and the Book Depository or its related corporations to the Members); and
於記賬存管所開立、管理及運作存管賬戶的目的或其他附屬目的 (包括市場研究及交易所及記賬存管所或對會員有關機構之產品及服務的推廣); 及
- (c) such other purposes set out in the privacy policy of the Exchange and the Book Depository at <https://www.sdx.sg/privacy-policy-2/> (“**Privacy Policy**”) (and all such purposes collectively, “**Permitted Purposes**”).
交易所及記賬存管所於<https://www.sdx.sg/privacy-policy-2/> 之保密政策 (“**保密政策**”) 所載的其他目的 (及所有該等目的統為“**許可目的**”) 。

25.4 Such consents, authorisations and/or approvals shall include consents, authorisations and/or approvals for Client’s personal data to be:

該等同意、授權及/或批核該等包括客戶的個人資料同意、授權及/或批核如下:

- (a) collected and/or used by the Exchange and/or the Book Depository and/or their related corporations, service providers and agents;
由交易所及/或記賬存管所及/或其有關機構、服務提供者及代理收集及/或使用;
- (b) disclosed by the Exchange and/or the Book Depository and/or their related corporations, service providers and agents to the following persons and their authorised representatives, for all Permitted Purposes:
為全部許可目的由交易所及/或記賬存管所及/或其有關機構、服務提供者及代理披露予以下人士及其授權代表:
 - (i) other Members;
其他會員;
 - (ii) other Members’ banks by whom such Members’ bank accounts are maintained for direct crediting;
其他會員所開立的直接存款賬戶之銀行;
 - (iii) the Book Depository’s bank by whom the Book Depository’s bank account is maintained for direct crediting; and/or

記賬存管所所開立的直接存款賬戶之銀行; 及/或

- (iv) such other persons as specified in the Privacy Policy of the Exchange and the Book Depository.
在交易所及記賬存管所之保密政策所介定的其他人士。

25.5 The Client acknowledges that it has read and understood the Privacy Policy of the Exchange and the Book Depository.

客戶承認客戶已詳閱及明白交易所及記賬存管所之保密政策。

26 NOTIFICATION TO CLIENT AND INDEMNITY

客戶注意事項及彌償

26.1 Pursuant to Rule 206.1 of the Exchange Rules, FBL hereby notifies the Client of the limitation of liability, disclaimer of warranties and indemnities under Rules 203, 204 and 205 of the Exchange Rules as set out below.

根據交易所規則第206.1條，富昌在此根據交易所規則第203、204及205條通知客戶責任限制、保證之免責聲明及彌償如下。

Rule 203: Limitation of Liability

交易所規則第203條：責任限制

26.2 The Client acknowledges and agrees that none of the Exchange, the Book Depository, and any of their related corporations and any of their respective directors, officers, employees, representatives, third party service providers or agents (collectively, the "**Indemnitees**" and each, an "**Indemnitee**") shall be liable (whether under contract or tort) to any person for any Losses (as defined under the Exchange Rules), arising from or in connection with:

客戶承認及同意交易所、記賬存管所及任何其有關機構及其董事、高級人員、僱員、代表、第三方服務提供者或代理（“**被彌償者**”）均不對任何人士負責（合約或民事失當）由以下引起或與以下有關連的損失（如交易所規則所介定）：

- (a) any breach of the Exchange Rules or Depository Account Rules by any Indemnitee, any action taken by, or any inaction of, any Indemnitee in connection with the Exchange Rules or Depository Account Rules or any applicable law, unless such Losses (as defined in the Exchange Rules) are directly caused by its fraud, wilful default or negligence;

任何由被彌償者、任何被彌償者因交易所規則或存管賬戶規則或任何適用法律的行動或不行動引致違反交易所規則或存管賬戶規則，除非該等損失（如交易所規則所介定）為由欺詐、有意違反或疏忽所直接引起。

- (b) any breach of the Exchange Rules or Depository Account Rules by any of the Members or Registered Persons, any action taken by, or any inaction of, any of the Members or Registered Persons in connection

- with the Exchange Rules or Depository Account Rules or any applicable law;
任何由任何會員或註冊人士因交易所規則或存管賬戶規則或任何適用法律的行動或不行動引致違反交易所規則或存管賬戶規則;
- (c) any defect in the Diamonds or any non-conformity of the Diamonds with the relevant Product Specifications sold by or to any Member;
任何有關買賣予任何會員之鑽石之產品規格的不符或鑽石之任何瑕疵;
- (d) any claim made by any Member or person on the basis of the Exchange Rules or Depository Account Rules, any Contract or any other agreement entered into with the Vendor;
基於交易所規則或存管賬戶規則、任何合約或任何與賣家訂立的合約，由任何會員或人士作出的任何索償;
- (e) any failure to act, negligence, negligent act or omission, or error of any Indemnitee or its related corporations / entities, directors, officers, partners, employees, agents, servants or independent contractors;
任何被彌償者或其有關公司/機構、其董事、高級人員、合夥人、僱員、代理、服務人員或獨立承辦商之任何行動失當、疏忽、疏忽行動或遺漏或錯誤;
- (f) any failure to act, negligence, negligent act or omission, error or wilful default, misconduct or fraud or unlawful act of any Member or its related corporations / entities, directors, officers, partners, employees, agents, servants or independent contractors;
任何會員或其有關公司/機構、其董事、高級人員、合夥人、僱員、代理、服務人員或獨立承辦商之任何行動失當、疏忽、疏忽行動或遺漏或錯誤或有意違反、失當行為或欺詐或非法行動;
- (g) any breach of any warranty or representation made by any person in any of the Exchange Rules or Depository Account Rules;
任何人士違反任何交易所規則或存管賬戶規則之保證或陳述;
- (h) any closure, suspension or interruption of the Markets;
任何市場關閉、暫停或中斷;
- (i) the exercise or non-exercise by an Indemnitee in any decision-making power or discretion;
被彌償者在任何決定能力或酌情權的運用或不能運用;
- (j) any ruling, determination or decision of any Indemnitee, Disciplinary Committee and/or Appeals Committee;
任何被彌償者、紀律委員會及/或上訴委員會之裁定、裁決或決定;
- (k) any malfunction of Exchange Systems howsoever caused, including but not limited to failure, negligence, omission or error of any Indemnitee;

無論甚麼原因引致交易所系統不能運作，包括但不限於任何被彌償者之缺失、疏忽、遺漏或錯誤；

- (l) any Force Majeure Event;
任何不可抗力事件；
- (m) the use of any Exchange Systems or the inability to use any Exchange Systems;
任何交易系統的使用或不能使用；
- (n) any Member's breach, delay or failure to comply with any provision of the Exchange Rules or Depository Account Rules; or
任何會員對於交易所規則或存管賬戶規則之違反、延誤或未能遵守；
- (o) any claim by any third party against any of the Indemnitees arising from the circumstances specified in any of the sub-clauses above.
任何由上述分條款所特定的情況引起任何第三者向被彌償者之任何索償。

26.3 The aggregate liability of the Exchange and the Book Depository in contract, tort (including but not limited to negligence), misrepresentation, restitution or any other cause of action arising out of or in connection with the Exchange Rules, its action, inaction, performance or non-performance of its obligations under the Exchange Rules shall be limited in respect of each incident to the higher of US\$100,000 or 10% of the purchase consideration of the sale Contract(s) that is(are) the subject matter of the claim.

交易所及記賬存管所因交易所規則、其行動或不行動、執行或不執行其在交易所規則的義務所引致在合約、民事不當（包括但不限於疏忽）、誤導、恢復賠償或其他訴訟理由的總責任將限於每一事件為最高美元 100,000 或有關該索償之合約購買代價百分之十。

26.4 Notwithstanding Rule 203.1 of the Exchange Rules and any other provision of the Exchange Rules and Depository Account Rules, at no time shall any Indemnitee be liable or responsible to any person for any and all pure economic loss, loss of profits, fall in the price of diamonds, equitable compensation, loss of business, or any other indirect or consequential Losses (as defined in the Exchange Rules) whatsoever and howsoever caused (including but not limited to whether or not resulting from any failure to act, negligence, negligent act or omission, or error on the part of any Indemnitee and/or Member) which arise out of or in connection with the Exchange Rules or Depository Account Rules.

儘管根據交易所規則第203.1條及其他交易所規則及存管賬戶規則之其他條款，被彌償者在任何時間均不向任何人士負責任何及全部純經濟損失、利潤損失、鑽石價格下跌、衡平法的賠償、營業損失、或任何其他間接或隨而引伸的損失（如交易所規則所介定）無論因或與交易所規則及存管賬戶規則以任何方式造成（包括但不限於無論是否由於任何被彌償者及/或會員的行動缺失、疏忽、疏忽行動、遺漏或錯誤）。

Rule 204: Disclaimer of Warranties

交易所規則第204條：保證之免責聲明

26.5 The Exchange Systems, any component thereof, and any content displayed or made available therein and any services or functionalities provided in respect of Exchange Systems or provided therein (all such content, services or functionalities collectively the “Materials”), are provided on an ‘as is’ and ‘as available’ basis. Neither the Exchange, the Book Depository nor any of its licensors (including contributors of any content, articles, reports, surveys or news) warrant the accuracy, adequacy, completeness, timeliness, quality, currency, reliability, performance, or continued availability of the Exchange Systems, any component thereof, and any Materials and each of the Exchange, Book Depository and its licensors (including contributors of any content, articles, reports, surveys or news) expressly disclaims liability for errors or omissions or any delays in the Exchange Systems or the Materials, or for any actions taken in reliance on the Materials. No warranty or condition of any kind, whether express or implied, as to condition, description, quality, performance, merchantability, durability, satisfactory quality or fitness for the purpose or otherwise, is given in conjunction with or in relation of any of the Exchange Systems or any component thereof, or any Materials. The Exchange and the Book Depository does not warrant or forecast that the Exchange Systems, any component thereof or any Materials will meet the requirements of any user, or that operation of the Exchange Systems will be uninterrupted or error-free, or that any Materials will be uninterrupted or error-free.

交易系統、任何其組合，或任何其內容展示或其可用及任何服務或功能的提供（所有該內容、服務或功能統稱為“物料”）將以‘按原樣’及‘可得到’的基礎提供。交易所、記賬存管所或任何其授權使用者（包括任何內容、文章、報表、調查或新聞的提供者）均不保證交易系統、任何其組合及物料之其準確、足夠、完整、合時、質量、當時、依賴性及持續可行性，及每一交易所、記賬存管所或任何其授權使用者（包括任何內容、文章、報表、調查或新聞的提供者）明確免其在交易系統或物料或依賴物料而採取任何行動之錯誤或遺漏或任何延誤的責任。有關交易系統、任何其組合及物料沒有給予任何種類擔保或條件（無論明確或默示該等條件、描述、質量、表現、可銷售性、耐用性、為目的適當及滿意質量或其他）。交易所及記賬存管所並不保證或預測交易系統、任何其組合及物料將符合任何使用者或交易系統將不會中斷或沒有錯誤或任何物料將不會中斷或沒有錯誤。

Rule 205: Indemnity

交易所規則第205條:彌償

26.6 Without prejudice to any other indemnities, rights or remedies of the Indemnitees in the Exchange Rules and Depository Account Rules, each Member shall indemnify, defend and hold harmless the Indemnitees from and against any and all Losses (as defined in the Exchange Rules) which may be sustained, instituted, made or alleged against or suffered or incurred by any of the Indemnitees and which arises (whether directly or indirectly) out of, in the course of or in connection with any of the following:

在不影響被彌償者在交易所規則及存管賬戶規則之其他彌償、權利或補償下，每個會員將彌償被彌償者、對被彌償者保持無害、抗辯任何及全部被彌償者的損失（如交易所規則所介定），該等損失有可能向被彌償者索償及由以下及/或有關事件產生（直接或間接）：

- (a) any breach of the Exchange Rules or Depository Account Rules by the Member;
任何由會員違反交易所規則或存管賬戶規則;
- (b) any claim made by any Member on the basis of the Exchange Rules or Depository Account Rules, any Contract or any other agreement entered into with any other Member;
任何會員基於交易所規則或存管賬戶規則、任何合約或其他會員訂定的其他合約所作出的任何索償;
- (c) any negligent act or omission or wilful default, misconduct or fraud or unlawful act of the Member or its related corporations / entities, directors, officers, partners, employees, agents, servants or independent contractors;
任何會員或其有關公司/機構、其董事、高級人員、合夥人、僱員、代理、服務人員或獨立承辦商之任何疏忽行動或遺漏或有意違反、失當行為或欺詐或非法行動;
- (d) any breach of any warranty or representation made by the Member in the Exchange Rules or Depository Account Rules;
任何會員違反任何交易所規則或存管賬戶規則之保證或陳述;
- (e) the Member's delay or failure to comply with any provision of the Exchange Rules or Depository Account Rules;
任何會員延誤或違反遵守任何交易所規則或存管賬戶規則;
- (f) any breach of the laws of Singapore or of the jurisdiction to which the Member is subject; or
會員違反其受制於新加坡司法管轄區的法律;或
- (g) any claim by any third party against any of the Indemnitees arising from the circumstances specified in any of the sub-clauses above.
任何由上述分條款所特定的情況引起任何第三者向被彌償者之任何索償。

26.7 Without prejudice to the generality of Rule 205.1 of the Exchange Rules, the Member shall indemnify and hold harmless the Exchange and the Book Depository for any and all expenses, costs and legal fees (on a full indemnity basis) incurred, including but not limited to expenses, costs and legal fees incurred for producing records, and information, or payment made (whether such payment is or was or is to be made in settlement of any proceedings or in connection with any ruling, judgment, order or award), by the Exchange and/or the Book Depository in connection with any proceedings (whether legal, arbitration or other proceedings) brought against it. The Exchange may request, and the Member shall provide any and all assistance to the Exchange in connection with such proceedings. Such assistance shall include, without limitation, the furnishing of information, documents, records and/or attendance of witnesses (potential or otherwise).

在不影響交易所規則205.1條的一般性下，會員將彌償交易所及記賬存管所及對其保持無害於交易所及記賬存管所面對任何聆訊（無論是否法律、訟裁或其他聆訊）而產生任何及全部費用、成本及訟費（以全數彌償為基礎），包括但不限於因提供記錄及資料或支付款項（無論該款項為任何聆訊之和解或有關裁決、判

令、指令或判決以支付費用、成本及訟費)。交易所或要求及會員將提供有關該等聆訊任何及全部協助。該等協助將包括但不限於提供資料、文件、記錄及/或出席為證人(潛在或其他)。

Client Indemnity

客戶的彌償

- 26.8 Without prejudice to Clauses 26.1 to 26.7 above, no representation or warranty is given by FBL or its officer, staff, agent and representative as to the profitability of any Diamonds purchased/sold and/or Diamond Trading arranged by FBL on the Client's behalf and neither FBL nor any of its officers, employees or agents will in any circumstances be liable for any loss of opportunity whereby the value of the Diamonds could have been increased or for any decline in such value, FBL does not guarantee that the Diamond Trading or any part of it will not be affected by adverse tax consequences and the Client shall consult the Client's own tax consultant for any advice on the Client's tax affairs.

在不影響上述第 26.1 至 26.7 條條款下，富昌或其職員、僱員、代理人及代表將不負責或不保證經客戶授權經富昌代表客戶買賣鑽石及/或安排的鑽石交易收益性，富昌或其職員、僱員或代理人將不負責因在任何情況下鑽石價值上升或下跌所引致的機會損失，富昌將不擔保鑽石交易或其部份不受稅務影響，客戶應向客戶稅務顧問查詢。

- 26.9 FBL shall discharge its responsibilities in accordance with professional and ethical competence and, in any event, with due care, skill, prudence and diligence under circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the foregoing, FBL shall not be liable to the Client for any action taken or omitted or any judgment made lawfully and in good faith, in the absence of wilful misfeasance, negligence or reckless disregard of its obligations or duties, neither FBL nor any of its officers, employees or agents shall be liable to the Client for any act or omission in the course of, or in connection with, the services rendered by it hereunder or by reason of any fall in value of the investment assets comprised in the portfolio.

富昌須以專業及道德操守履行於本協議項下之職責，並且在任何情況下，以一位職份相同並熟悉有關事宜之審慎人士，在相同處境下營運一家目標及宗旨相若之企業時，所運用之適當謹慎、技巧、細心及勤勉行事。在前文之規限下，富昌無須就採取或不採取任何行動，或任何合法並真誠地作出之判斷而向客戶負責。在無故意失當行為、疏忽或罔顧其於本協議項下之義務及職責之情況下，富昌或其人員、員工或代理人無須就其提供本協議項下服務之時或與之前之任何作為或未能採取行動，以及因構成組合之投資資產價值下跌而向客戶負責。

- 26.10 FBL will not be responsible or liable for any loss or expense suffered or incurred by the Client arising from any delay, failure or inability of FBL to discharge any of its obligations or liabilities as a result of any reasons or causes beyond FBL's reasonable control, including without limitation, any order, law, regulation, directive, levy, tax, embargo, moratorium, exchange control or restriction or other act of any government whether de facto or de jure or other authority, any breakdown or failure of transmission or instruction or in computer facilities, postal or other strike, closure or suspension of trading on any exchange, board of trade, market or clearing house, any act of God, fire, flood, frost, storm, explosion. In particular, FBL shall not be obliged to account to the Client if any

correspondent or agent with whom moneys or investments have been placed is prevented from making payment or delivery to the Client.

富昌如因任何超出其合理控制範圍內的原因或理由而須延遲或甚至無法履行其義務或責任，富昌對客戶因此遭受的任何損失或支出概不負責，該等情況包括但不限於：任何政府不論屬於事實上或法律上，或其他監管機構發出或實施的命令、法律、規例、指令、徵費、稅項、禁運、暫禁、外匯管制或限制或其他行為；指示之傳送中斷或無法進行傳送、計算機設施失靈；郵務或其他的服務人員罷工；交易所、交易板、市場或結算所關閉或停止；以及天災、火災、水災、霜凍、風暴、爆炸等。特別是倘存放客戶之款項或投資的代理行或代理人如被禁止向客戶進行付款或交付，富昌無須為此向客戶負責。

26.11 The Client undertakes to keep FBL and FBL's directors, officers, employees and agents indemnified against all claims, demands, actions, proceedings, damages, losses, costs and expenses incurred or suffered by any of them in the performance of their obligations under this Agreement. The indemnification of the Client to FBL shall be continuing in nature notwithstanding the termination of this Agreement.

客戶承擔彌償富昌及富昌董事、高級人員、僱員及代理根據本協議履行其義務而招致的所有針對富昌及上述人士的申索、要求、訴訟、法律程序、損害賠償、或損失、訟費及費用。即使本協議已終止，客戶將會繼續向富昌承擔彌償責任。

26.12 FBL shall not be responsible for any default and/or negligence of any Member, counter party or any party which holds Diamonds or title documents for the Client or with or through whom transactions on the Client's behalf are conducted in respect of Diamond Trading.

有關客戶從事鑽石交易有關的任何會員、交易對手或任何人士持有鑽石交或其業權文件有任何錯失及/或疏忽錯失，富昌均不會負上任何責任。

26.13 FBL shall not be obliged to take any action on the Client's behalf unless FBL shall be satisfied that the Client has fully indemnified or secured FBL in respect of all costs and liabilities which may be incurred or suffered by FBL as a result of taking any such action.

富昌沒有責任代表客戶採取任何行動，除非富昌滿意客戶將彌償富昌因有關行動所引致到的所有費用及責任。

26.14 Without prejudice to the generality of Clause 26 of this Agreement, the Client shall indemnify, defend and hold harmless FBL from and against any and all Losses (as defined in the Exchange Rules) which may be sustained, instituted, made or alleged against or suffered or incurred by any of the Indemnitees and which arises (whether directly or indirectly) out of, in the course of or in connection with any of the events set out under Rule 205 of the Exchange Rules where such Losses are directly or indirectly caused by or attributable to the Client. The Client shall indemnify and hold harmless FBL for any and all expenses, costs and legal fees (on a full indemnity basis) incurred, including but not limited to expenses, costs and legal fees incurred for producing records, and information, or payment made (whether such payment is or was or is to be made in settlement of any proceedings or in connection with any ruling, judgment, order or award), by FBL, the Exchange and/or the Book Depository in connection with any proceedings (whether legal, arbitration or other proceedings) brought against it. The Client shall provide any and all assistance to FBL, the Exchange and/or the Book Depository in connection with such

proceedings. Such assistance shall include, without limitation, the furnishing of information, documents, records and/or attendance of witnesses (potential or otherwise).

在不影響本協議第26條的一般性下，客戶將彌償富昌任何及全部損失、及對其保持無害及任何抗辯（如交易所規則所介定），及該等損失有可能向被彌償者索取由有關交易所規則第205條所述事件產生（直接或間接）產生。客戶將彌償富昌及對其保持無害於富昌、交易所及記賬存管所面對任何聆訊（無論是否法律、訟裁或其他聆訊）而產生任何及全部費用、成本及訟費（以全數彌償為基礎），包括但不限於因提供記錄及資料或支付款項（無論該款項是否為任何聆訊之和解或有關裁決、判令、指令或判決以支付）。客戶將提供富昌、交易所及記賬存管所有關該等聆訊任何及全部協助。該等協助將包括但不限於提供資料、文件、記錄及/或出席為證人(潛在或其他)。

27. TERM

任期

27.1 The Agreement will come into effect on the date specified on the top of this Agreement (the "**Commencement Date**"). The Agreement will not be terminated unless in accordance with Clause 28.

本協議之起始日為客戶登記表所列之日期（“**開始日期**”），並在第 28 項條文之規限下繼續有效。

27.2 If no notice of termination is received by FBL, this Agreement shall continue in force and FBL will continue to deal in Spot Diamond Trading on behalf of the Client as stipulated in this.

若富昌收到任何終止通知，則本協議將繼續有效，而富昌將會繼續根據本協議代表客戶經營現貨鑽石交易。

28. TERMINATION

終止

28.1 The Client may terminate this Agreement by giving at least one month's written notice to FBL (the "**Termination Date**"). If less than one month's written notice is given, FBL may extend the Termination Date to such date as if the full one month's notice had been given. FBL may terminate this Agreement by giving at least one month's written notice to the Client.

客戶可於本協議向富昌發出至少一個月書面通知（以下稱為“**終止日期**”），以終止本協議。若發出不足一個月的書面通知，富昌可將終止日期推延至滿一個月通知的日期。富昌可向客戶發出至少一個月書面通知，以終止本協議。

28.2 FBL may terminate this Agreement by immediate notice if there is any Default Event as stated in Clause 20 and/or if required to do so by any competent regulatory authority or where it becomes illegal for us to continue to provide brokerage services under this Agreement or provide the investment management services.

若在第 20 項條文之構成並視為不履行合約事件出現及/或若富昌回應有關監管當局要求終止本協議，或富昌繼續管理本協議下所提供此服務將屬違法，則富昌可即時發出通知以終止本協議。

28.3 Termination shall not in any event affect accrued rights, existing commitments or any contractual provision intended to survive termination including any of our rights against the Client which accrued on and before the Termination Date and will be without penalty or other additional payment save that the Client shall pay outstanding commission and/or fees in accordance with this Agreement, any additional expenses necessarily incurred by FBL in terminating this Agreement, or enforcing its provision and losses or damages realised in setting or concluding outstanding obligations whether they occur before or after the Termination Date.

在任何情況下，終止協議並不影響任何既有權利、現存承擔或擬於終止後仍屬有效的任何合約條文，（包括富昌針對客戶享有並於終止日期或之前產生的任何權利），若客戶支付費用的未結餘額，則客戶毋須支付任何罰款或其他額外款項，但適用於富昌於終止本協議，或執行其條文及解決或了結尚未履行的責任，不論在終止日期或之前產生者所出現的損失或損害，而必須產生的額外支出除外。

28.4 The Client agrees that upon termination of this Agreement:

客戶同意，在本協議終止後：

(a) FBL and its Delegates may arrange for the settlement or closing of any transactions and commitments in respect of transactions outstanding as at the Termination Date and the Client shall ensure that sufficient assets for such purposes are made available to FBL; and

富昌及其獲轉授人可安排結清或決算與截至終止日期仍未執行的交易有關的任何交易及承擔，而客戶須確保向富昌提供足夠的資產作為有關用途；及

(b) the Client shall give FBL written instructions as to how the Diamonds and/or cash are to be transferred or credited to the Client or its account with any financial institution or otherwise dealt with by prior appointment and make arrangement with FBL to collect all correspondence addressed to the Client and in relation to the Investment Assets held under this Agreement prior to termination.

客戶須向富昌發出書面指示，以指示如何將鑽石及/或現金轉予客戶或存入客戶名下於任何金融機構開立的客戶賬戶，或以預約方式與富昌訂立安排，以收取所有發給客戶及在本協議終止前所持有的鑽石及/或現金有關的通信。

28.5 In the event of the death of the Client (being an individual, or the survivor of two or more individuals constituted the Client), this Agreement shall be terminated.

如客戶身故（指個人或構成客戶的兩名或以上入中的尚存者），本協議應予終止。

29. NOTICES

通知

29.1 All notices, demands and other communications and documents (“Notices”) under this Agreement shall be given by letter, telex, facsimile transmission or e-mail to the party to receive the same, at FBL’s address shown on page

1 of this Agreement and the Client's address set out in the Account Opening Form, or at each other's address as each party shall have specified to the other party by written notice similarly given.

本協議項下所有通知書、追索書及其他傳訊及文件（「通知」）必須以書面作出並以書信、專用電報、圖文傳真或電郵方式發送予收件方，富昌之地址乃載列於本協議的第 1 頁，客戶之地址乃載列於開戶表格中，或發送予各方以上述方法以書面向對方指明之地址。

29.2 All Notices so sent by FBL to the Client shall be deemed to have been received by the Client and in case by letter sent locally the day following the day deposited in the mail or sent by airmail overseas 72 hours after dispatch and in case of telex or facsimile message or e-mail when the same is dispatched.

所有以上述形式發出給客戶之通知，如屬本地郵件，應被視為在交付郵遞後之翌日收到；如屬海外郵遞，則在發送後七十二小時後收到；如屬專用電報、圖文傳真或電郵，則在發送時收到。

29.3 All Notices sent by the Client to FBL shall not be effective until the same are actually received by FBL.

所有由客戶發出的通知，由富昌實際接收到始生效。

30. AMENDMENTS

修改

30.1 FBL shall be entitled to make such amendments, additions, deletions or variations to the Agreement, as FBL considers necessary, and such amendments, additions, deletions or variations shall take effect when such notice thereof is dispatched to the Client.

富昌有權對本協議作出認為必須的修改、增補、刪除或變更。而此等修改、增補、刪除或變更由該通知發送給客戶起生效。

31. SEVERABILITY

局限應用

31.1 Any term, stipulation, provision, or undertaking in this Agreement which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, stipulation, provision, covenant or undertaking in any other jurisdiction.

本協議中之條款、規定、條文、承擔，有對某一裁判權而言，在任何司法管轄區為非法、無效、禁止實施或不能實施者，則在此等非法、無效、禁止實施或不能實施，只局限於該司法管轄區內，本協議之其他餘下者仍然有效。再者，上述情況不會導致此等條款、規定、條文、承擔等在另一司法管轄區內為非法、無效、禁止實施或不能實施。

32. RISK DISCLOSURE STATEMENT

風險披露聲明書

32.1 As stated in Clause 2.1(b), the Client expressly acknowledges, accepts and understands the risks in relation to spot commodity trading as set out in Schedule 2.

如上述第 2.1(b)條所述，客戶承認、明白及承擔在附表二所載有關現貨商品交易的風險。

32.2 In addition to the Risk Disclosure Statement in Schedule 2, the Client acknowledges, accepts and understands the following risks in relation to spot diamond trading:

除在附表二所載的風險披露聲明書外，客戶承認、明白及承擔以下現貨鑽石交易的風險：

(a) The trading is subject to the Exchange Rules and Applicable Laws and the Client should be familiarized with the Exchange Rules and Applicable Laws before such trading;

交易是將受交易所規則及適用法所規限，及客戶應在交易前了解交易所規則及適用法；

(b) Currency risks:

貨幣風險

The profit or loss in Diamond Transactions in foreign currency-denominated contracts (whether they are traded in the Client own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

以外幣計算的鑽石交易所帶來的利潤或招致的虧損（不論交易是否在客戶本身所在的司法管轄區或其他地區進行），均會在需要將合約的單位貨幣兌換成另一種貨幣時受到匯率波動的影響；

(c) trading in Physical Diamonds is not without risks, and understands the arrangements pursuant to which the Book Depository provides depository services under these Depository Account Rules. In particular, the Client acknowledge and agrees that:

實貨鑽石交易不是沒有風險，明白記賬存管所根據存管賬戶規則所提供存管服務的安排。客戶尤其承認及明白：

(i) **No Finality:** The Exchange and the Book Depository are not regulated as exchanges or clearing houses under the Securities and Futures Act, Chapter 289 of Singapore. Accordingly, the protections in the Securities and Futures Act in respect of the insolvency of any Member (including FBL) do not extend to transactions on the Exchange Trading System, or settlement of such transactions, including but not limited to transfers of title effected by book-entry records in the Book Depository Register maintained by the Book Depository. The Client should be aware of and note that without such protections, the Client could face the risks associated with insolvency pertaining to a Member, which may have an adverse effect on Contracts.

沒有決定性：交易所及記賬存管所不是作為交易所或結算所被證券及期貨法（新加坡法第289章）所規管。因此，當有關任何會員（包括富昌）的無力償還關於交易所的交易或該交易的結算（包

括但不限於記賬存管所於記賬存管登記冊中進行業權轉換)，將不受證券及期貨法保障。客戶應知悉及注意沒有該保障，客戶有可能面對會員的無力償還的有關風險，並對合約有可能有負面影響。

- (ii) **Property in the Physical Diamonds:** As the Book Depository holds Physical Diamonds as bailee, the Physical Diamonds do not form part of the property of the Book Depository, and as the Physical Depository acts as “warehouseman” for the Book Depository, the Physical Diamonds do not form part of the property of the Physical Depository. However, if a Member owes any moneys to the Exchange, the Book Depository and/or any other Member, the Book Depository will have a pledge over the Member’s Specific Diamonds and has the power to sell the Member’s Specific Diamonds and to apply the proceeds towards meeting the Member’s liabilities to the Exchange, the Book Depository and/or any other Member (to the extent provided for in the Exchange Rules).

實物鑽石的財產: 由於記賬存管所以受託者身份持有實物鑽石，實物鑽石將不成為記賬存管所的資產的一部份，及實物存管所以“倉庫管理人”身份作記賬存管，實物鑽石將不會成為存管所的資產的一部份。但是如果一個會員虧欠交易所、記賬存管所及/或任何其他會員，記賬存管所將以會員之特定鑽石為抵押及有關權力出售該會員的特定鑽石，以出售的所得而償還該會員虧欠交易所、記賬存管所及/或任何其他會員（為交易所規則提供的數額）。

- (iii) **Security Interests in the Physical Diamonds:** The Client should be aware that where any Approved Supplier enters into a transaction to sell a Product on the Exchange Trading System, the Product which is being sold could be subject to an encumbrance, security interest, lien, mortgage, charge or other right, interest or claim (the “**Encumbrances**”) in favour of secured bank or banks (together, the “**Banks**”), which may only be discharged once the proceeds of the sale is paid into a designated account held with a Bank or Banks, and/or the proceeds of the sale are otherwise received by the Bank or Banks. When entering into a transaction on the Exchange Trading System, the Client must be aware that he/she could be entering into a transaction where there is a risk that settlement may not proceed or title of the purchasing Client may be adversely impacted in the event of the Bank or Banks enforcing or asserting the Encumbrance(s). The Client agrees and understands that if it has entered into a Contract with an Approved Supplier, and a Bank or Banks seeks to enforce its Encumbrance(s), even after the relevant transaction under such Contract has been settled, the transaction may be ‘*reversed or unwound*’, and the Member would only have an unsecured claim against the counterparty Approved Supplier for any loss or damage incurred. ***Members are not otherwise permitted to create any encumbrance, security interest, lien, mortgage, charge or any other right, interest or claim in favour of any third party.***

實物鑽石為抵押品權益: 客戶應知悉當認可供應商訂定經交易所系統出售的產品交易產品，該產品的出售將受制於向抵押銀行或銀行（“**銀行**”）之債務負擔抵押、抵押品權益、留置權、按揭、質押或其他利益或索償（“**債務負擔抵押**”），該等債務負擔抵押或只有當出售所得以存入銀行的特定賬戶或出售所得由銀行收取，才可解封。當在交易所交易系統訂立一交易，客戶必須知悉他/她當銀行行使或主張其債務負擔抵押時有可能因訂立一交易而產生未能結算的風險。客戶同意及明白認可供應商訂合約，銀行將執行債務負擔抵押，就算該合約已經清算該交易有可能被推

反或解除，及會員將只有無抵押身份向認可供應商對手索償所產生的任何損失或傷害。**會員不容許另行產生任何債務負擔抵押、抵押品權益、留置權、按揭、質押或其他利益或索償予任何第三者。**

- (iv) **Insurance:** The Physical Depository is required, as a condition in the Physical Depository Agreement, to take out or have taken out on its behalf an insurance policy to insure against physical loss, wrong delivery or destruction of, or damage to the Physical Diamonds. Any insurance policy is subject to exclusions on the risks covered by the policy. The Client agrees that it takes all risks in respect of the Physical Diamonds not being covered by the insurance policy.

保險: 實物存管所於實物存管合同中的必須有條款為實物鑽石的實物損失、錯誤交收或毀壞或損毀作出保險安排。任何保險單將受制於保險單內所載的豁免。客戶同意承擔在保險單內未有包括有關實物鑽石的所有風險。

- (v) **Book Depository Register:** The Book Depository Register records holdings of Members (and the Client) in the form of Products. The Book Depository Register is established on the basis of contract, and does not have the protections of statute for being a central depository.

賬戶管存冊: 賬戶管存冊紀錄會員（及客戶）持有產品紀錄。賬戶管存冊建基於合約及並沒有中央記存的法律保障。

- (vi) **Electronic Risks:** The trading of diamond through the Exchange will be made through the Exchange Trading System. Access to the Exchange Trading System and statements relating to Depository Accounts are subject to electronic risks – there could be delays in receiving information, access to the Exchange Systems, risks of disclosure to third parties, risks of unauthorised Users using the Codes. By using the Exchange Systems, each Member agrees to these risks and all risks arising from trading on an on-line trading system.

電子風險: 經交易所的鑽石交易是透過交易所交易系統進行。進入交易所系統及有關管存賬戶的結單是受制於電子風險 — 有可能延遲接收資料、進入交易所系統延誤、披露予第三者的風險、未受權使用者用密碼的風險。在使用交易所系統，每個會員同意該等風險及所有由線上交易系統的風險。

- (vii) **Chain of Transactions:** The Exchange Rules provide that a Member (and the Client) may sell a Product if the Product is or will be standing to the credit of its Depository Account on the Settlement Date. The Client agrees that there are risks in selling a Product which is not already credited to its Depository Account on the date the Original Contract is made. This is because such Member may have purchased the Product from another Member who may itself have purchased the Product from another Member and so-on. As there could be a number of sale and purchase transactions for the same Product, any default by any of those other Members would lead to a default of such Member.

交易鏈: 交易所規則規定一個會員（及客戶）可出售一個產品如該產品是或將會在結算日以存放於其存管賬戶。客戶同意在售出一個產品未於在原本合約訂定日已存放於存管賬戶是有風險。因

為該會員可能已由其他會員買入該產品而其他會員可能自身未有由其他會員購買該產品及如此類推。由於一個相同產品經多次買賣，任何其他會員的違反將引致該會員違反。

- (viii) **Pools and Diamond Baskets:** Until such time as the Exchange and Book Depository designate that sales of Diamond Baskets are for specific Diamond Baskets, any transaction in a Diamond Basket would be for an *interest* in a Diamond Basket in a Pool, the Member does not have title to a specific Diamond Basket in that Pool. One of the risks of owning an undivided share in a Pool is that any shortfall in Diamond Baskets means that each Member that has an undivided share in the Pool will have its undivided share reduced proportionately so that the aggregate of the undivided shares is equal to the whole Pool.

共享資源及鑽石籃: 直至交易所及記賬存管所為某鑽石籃指定銷售鑽石籃時，鑽石籃的任何交易將為共用資源的權益，會員將不會有在共同資源中特定的鑽石籃的業權。其中一項擁有在共同資源中的不可分割分額的風險，為任何鑽石籃中的不足即是每個會員因不可分割分額的整體性而在共同資源中的不可分割分額會相應減少。

- (ix) **Allocation of Diamond Baskets:** If a Diamond Basket is held in a Pool, any allocation of a specific Diamond Basket from the Pool to a Member will only take place on withdrawal, or if a First Diamond Basket Sale (Pooled) is not settled in accordance with the Exchange Rules notwithstanding the delivery of the relevant Diamond Basket(s) into the Pool, or if the Exchange and Book Depository so designate. The Exchange and the Book Depository may exercise their right at their sole and absolute discretion to designate that a Pool of Diamond Baskets be allocated so that the Pool will no longer be a mass or collection of Diamond Baskets, but rather, a Member will own a specific Diamond Basket. The Book Depository will have the right at its sole and absolute discretion to allocate the specific Diamond Basket to be recorded in the Book Depository Register as being owned by the Member. By purchasing or delivering into a Pool a Diamond Basket, the Member agrees to such designation by the Exchange and Book Depository, such allocation by the Book Depository, and to the risks of any such designation and allocation. Such risks would include an allocation to a Diamond Basket which does not conform with Product Specifications.

鑽石籃的分配: 當鑽石籃以共同資源持有，由共同資源任何分配的特定鑽石籃予會員將提取或當第一個鑽石籃銷售（共同資源）可能不根據交易所規則結算儘管有關鑽石籃以存放於共同資源或交易所及記賬存管所指定交付。交易所及記賬存管所或可行使其唯一及絕對酌情權指定一個共有資源的鑽石籃之分配，因此，該共同資源不可再提取鑽石籃，但一個會員將擁有特定鑽石籃。記賬存管所將行使其唯一及絕對酌情權分配於賬戶管存冊所紀錄會員擁有特定鑽石籃而分配。於購買或交付在共有資源的鑽石籃，會員同意由交易所及記賬存管所指定及分配及有關的指定及分配的風險。該等風險包括分配之鑽石籃並不符合產品規格。

- (x) **Default:** Even though the Book Depository is a party to a Novated Contract, the Book Depository is not responsible for passing title, property, rights and interest to a Product to the Purchaser. The obligation of the Book Depository in relation to the transfer of title, property, rights and interest to a Product is limited and as set out in these Depository Account Rules. Thus, any claims by the Purchaser

cannot be made to the Book Depository, and the Purchaser must claim directly against the Vendor under the Re-Novated Contract. Similarly, a Vendor will need to claim directly against the Purchaser for any non-payment or shortfall in payment of purchase consideration.

違反:就算記賬存管所為更替合約的一方，記賬存管所是不負責轉讓產品的業權、財產、權利和利益予購買者。記賬存管所有關產品之轉讓業權權益、財產、權利和利益的義務只限於在存管賬戶規則所載的義務。因此，購買者不能向記賬存管所作出索償，購買者只可直接以更替合約向售賣者作出索償。同樣地，售賣者將須要直接向購買者索償有關任何未付款或售賣款項之餘額。

- 32.3 The Client expressly acknowledges and confirms that the Client has read and understood and accepted the risks in respect of spot diamond trading denominated in USD as stipulated in this Agreement. The Client further expressly acknowledges and understands that spot diamond trading shall be settled in USD and the Client shall have sufficient USD funds to settle the transactions of spot diamond trading.

客戶在此承認及認確客戶已詳閱在本協議所載的有關現貨鑽石交易及有關美元計值買賣現貨鑽石的風險。客戶清楚承認及明白現貨鑽石交易將以美元進行交易，客戶需備有足夠的美元資金以進行現貨鑽石交易結算。

- 32.4 The Client acknowledges, understands and accepts the risks of client assets received or held outside Hong Kong as stipulated in this Agreement (Client assets received or held by the Book Depository outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from Hong Kong laws and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong).

客戶承認、明白及承擔根據本協議在香港以外地方收取或持有的客戶資產的有關風險（記賬存管所是在香港以外地方收取或持有的客戶資產，是受到有關海外司法管轄區的適用法律及規例所監管的，這些法律及規例與香港法律及規則可能有所不同。因此，有關客戶資產將可能不會享有賦予在香港收取或持有的客戶資產的相同保障。）

- 32.5 The Client acknowledges that the objective of Clauses 32.1 to 32.4 above is to explain to the Client, briefly, certain risks relating to Spot Diamond Trading and certain risks in association with investing in or entering into transactions relating to Spot Diamond Trading of which the Client should be aware of prior to undertaking or entering into any transactions. In particular, the Client must be aware that the risk of losses in respect of undertaking or entering into any transactions can be substantial.

客戶承認上述第 32.1 至 32.4 條款旨在向客戶簡要說明有關現貨鑽石交易的若干風險，以及投資現貨鑽石交易或訂立涉及現貨鑽石交易的若干風險。客戶在進行或訂立任何現貨鑽石交易前應了解該等風險，尤其是客戶必須明白，進行或訂立任何交易可能涉及重大虧損風險。

- 32.6 The Client acknowledges that this Risk Disclosure Statement is for General Guidance only and does not purport to disclose or discuss all of the risks or other significant aspects of Spot Diamond Trading or product.

客戶承認本風險披露聲明書為一般指引，並非旨在披露或討論任何現貨鑽石交易或產品的所有風險或其他主要內容。

33. ANTI-MONEY LAUNDERING

打擊清洗黑錢

33.1 Dealers in precious stones are classified as Designated Non-Financial Businesses and Professions (“DNFBPs”) by the Financial Action Task Force (“FATF”), the international policy-making body for anti-money laundering (“AML”) and “Combating the Financing of Terrorists” (“CFT”) measures. In Hong Kong, suspicious transactions are managed by Joint Financial Intelligence Unit (“JFIU”), which is jointly run by Hong Kong Police Force and Hong Kong Customs & Excise Department.

寶石交易商被國際打擊清洗黑錢 (“AML”) 政策制定及打擊恐怖份子資金籌集 (“CFT”) 組織－財務特別行動組織 (“FATF”) 分類為非金融業務及專業 (“DNFBPs”)。在香港，則由香港警務處及香港海關成立運作的聯合財富情報組 (“JFIU”)，負責管理及調查本港之可疑交易事宜。

33.2 FBL put in place internal control systems with the view to complying with the AML and CFT measures, recommendations and guidelines published by FATF, JFIU and the Narcotics Division of Security Bureau of Hong Kong, and to prevent and report any suspicious activities and transactions. FBL may request our users and customers to provide us with Know-Your-Customer (“KYC”) information and supporting documents, and will review such information from time to time. For corporate users, FBL will request for information and documentary proof of its beneficial owners. For sellers of products, FBL may demand documentary proof of the origin, source, and the time and cost of buying of your products.

富昌根據由 FATF、JFIU 及香港保安局禁毒處發佈有關 AML 及 CFT 之措施、建議及指引，實行內部控制系統，以預防及報告任何可疑活動及交易。富昌可能要求用家及客戶提供「認識您的客戶」 (“KYC”) 資料及證明文件，並會不定期查閱此資料；富昌會要求公司客戶提供實益擁有人資料及相關證明文件；富昌會要求賣家提供貨品產地、來源、購入時間及金額等相關證明文件。

33.3 FBL is under statutory obligations to report any suspicious transactions to JFIU. Under the statutory requirements, FBL will not inform the relevant Client about our report to JFIU, whether in advance or afterwards.

富昌必須遵守法定責任，向 JFIU 匯報任何可疑交易，並遵從法定要求，就有關向 JFIU 匯報事宜，不會向相關客戶作前事或事後通知。

33.4 FBL also reserves the right to reject the request for processing and effecting of any transactions (including but not limited to payments, purchase orders, sales orders and requests of refund) which in FBL’s absolute discretion and opinion might cause AML/CFT concerns. In particular, FBL reserves the right to reject any third party payment (whether inbound or outbound) or the use of cash or bearer instruments, and FBL will reject any request for any statements and/or trade confirmations over or beneath the actual price.

就 AML/CFT 之意見考慮，富昌將運用絕對酌情權，保留拒絕處理及完成任何交易（包括但不限於付款、買入指示、賣出指示及退款要求）之權利。富昌尤其保留拒絕任何第三方付款交易（不論境內或境外）或利用現金或不記名票據進行付錢交易之權利，並拒絕發出任何高於或低於實際價格之結單及/或交易成交確

認書。

34. SET-OFF AND LIEN

抵銷及留置權

- 34.1 In addition and without prejudice to any general liens, rights of set-off or other similar rights to which FBL may be entitled under laws or the Agreement, all Diamond, receivables, monies and other property of the Client (held by the Client either individually or jointly with others) held by or in the possession of FBL at any time shall be subject to a general lien in FBL's favour as continuing security to offset and discharge all of the Client's obligations, arising from the Transaction and/or the Client's obligations in the Agreement.

在不損害富昌依照法律或本協議所附加應享有之一般留置權、抵銷權或相關的權利前提下，對於客戶交由富昌代管或在富昌內存放之所有鑽石、應收賬、款項及其他財產（不論是客戶個人或與其他人士聯名所有）富昌均享有一般留置權，作為持續的抵押，用以抵銷及履行客戶因進行鑽石買賣而對富昌負上的所有責任。

35. MATERIAL CHANGES

重大變更

- 35.1 The Client hereby undertakes to inform FBL in writing of any material changes in the Client's Account Opening Information and FBL shall also undertake to inform the Client in writing of any material changes in FBL's corporate information, registration status, nature of services available, corporate management and FBL's business which may affect FBL's services to the Client.

客戶在此承諾以書面方式通知富昌在客戶開戶表格內的資料的任何重要變化，而富昌亦承諾以書面方式通知客戶有關富昌會影響對客戶服務的公司資料、註冊身份、可提供客戶的服務及業務等變化。

36. MISCELLANEOUS

一般規定

- 36.1 Where the Client comprises two or more individuals, the obligations and liabilities of such individuals under this Agreement shall be joint and several, and the beneficial ownership of the assets held in the Account under this Agreement shall be joint property subject to survivorship.

假如客戶包括兩位或以上人士，本協議所載每名有關人士的責任及義務，均屬共同及個別性質，而根據本協議所持有在賬戶的資產的實益擁有權，應屬受限於尚存者取得權的共同財產。

- 36.2 In the event of the death of any of such individual (being survived by any other such individual), title to the assets held in the Account under this Agreement shall vest in the surviving individuals.

若任何此等人士去世（而其他任何一位此等人士尚存），根據本協議所持有在賬戶的資產的所有權，應歸屬尚存人士所有。

- 36.3 This Agreement shall be binding upon the successors in title, assigns, heirs and estates as the case may be of the parties and neither party may assign its rights, benefits and interests under this Agreement without the prior

written consent of the other party.

本協議對各方的各自所有權繼承人、承讓人、繼承人及遺產按適用情況而定均具約束力，而任何一方均不可未獲他方事前書面同意而轉讓本協議所載該方的權利、利益及權益。

- 36.4 No exercise or failure to exercise on the part of any party or delay in exercising, any right power or remedy vested in any party under or pursuant to this Agreement shall constitute a waiver by that party of that or any other right power or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

若任何一方行使或不行使或延遲行使按照或根據本協議歸屬該方的任何權利、權力或補償，並不構成該方放棄有關或任何其他權利、權力或補償。任何單項或局部行使任何權利或補償，並不禁止另行或進一步行使有關權利或補償，或行使任何其他權利或補償。本協議規定的權利及補償均可累積，並不豁除法律規定的任何權利或補償。

- 36.5 The Client confirms that the Client has read and agrees to the terms of this Agreement which have been explained to the Client in a language (English or Chinese) that the Client understands.

客戶確認他已閱讀及同意本協議的條文，而條文也已經以一種客戶明白的語言(英或中文)，向客戶解釋清楚。

- 36.6 The Client undertakes to provide to FBL on demand at any time or times such financial and other information about the Client as FBL may request.

若富昌要求，客戶需不時提供其財務或其他資料予富昌。

- 36.7 The Client confirms and acknowledges that he/she has obtained independent legal advice on the matters in respect of this Agreement before execution and confirms that he/she understands and appreciates the contents of this Agreement fully and agrees to the same.

客戶證實及確認客戶已在簽署本附加協議前，已徵求獨立法律意見，及確認已閱讀及理解本附加協議的內容，並完全同意其內容。

- 36.8 For the avoidance of doubt, in addition to a Broker Member of the Exchange, FBL is also a member of The Chinese Gold & Silver Exchange Society Exchange in Hong Kong. The Client acknowledges and understands that save for these two membership, as at the date of this Agreement, FBL does not hold any other licence and/or membership in Hong Kong, Singapore and elsewhere.

為免生疑問，除為交易所的經紀會員外，富昌亦為香港金銀貿易場會員的行員。客戶承認及明白富昌除有這2個會籍外，本協議訂立時，富昌並沒持有於香港、新加坡及其他地方的任何其他牌照及/或會籍。

- 36.9 If there is a discrepancy between the English and Chinese versions of this Agreement, (including its Schedules) the English version shall prevail.

倘若本協議中（包括其附表）的英文版與中文版出現不一致下，以英文版本為準。

37. GOVERNING LAWS

法律

37.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region and the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the Courts of the Hong Kong Special Administrative Region in relation to all matters arising from this Agreement.

本協議書受香港特別行政區法律管轄及以其作解釋，而雙方不得撤銷接受香港特別行政區法院的專屬司法管轄。

37.2 For the avoidance of doubt, the Transactions are subject to Applicable Laws and Exchange Rules as stipulated herein.

為免生疑問，交易將受在此定訂的適用法律及交易所規則所約束。

IN WITNESS WHEREOF this Agreement has been executed the date and year first above-written.
在見證人面前各方於本協議開端之日期簽訂本協議

SIGNED by)
)
for and on behalf of)
FULBRIGHT BULLION LIMITED)
由為及代表富昌金業有限公司簽署)

in the presence of:)
簽署核實人／見證人：)

SIGNED by 由)
(Client Name :)
客戶名稱: _____)
(if Corporate Client 如法人團體客戶))
For on behalf of)

_____)
由 代表簽署)

in the presence of:)
簽署核實人／見證人：)

FULBRIGHT BULLION LIMITED (“the Company”)

富昌金業有限公司 (“本公司”)

PERSONAL INFORMATION COLLECTION STATEMENT

個人資料收集聲明

This Statement is given pursuant to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong Special Administrative Region) (“Ordinance”) in relation to the supply of client’s personal data to the Company for the opening or maintaining of Spot Diamond Trading Account (“the Account”) for investment services with the Company.

本聲明是依照香港特區法例第 486 章個人資料（私隱）條例（“條例”）作出的。它是關於客戶在本公司開立或持續操作現貨鑽石交易賬戶（“賬戶”）以作投資服務時向本公司提供個人資料的告示。

1. Purpose of Collection

收集目的

The personal data provided by the Client to the Company and in any documentation which comes with into existence as a result of client’s opening or maintaining of the Account with the Company, will be used by the Company for the following purposes:-

客戶在本公司開立或持續操作賬戶而向本公司及在任何文件所提供的個人資料將被本公司作為下列用途:-

- (a) activities relating to the processing of client’s application to open and maintain the Account, including but not limited to conducting credit reporting through credit report agencies both in Hong Kong Special Administrative Region (“HKSAR”) and oversea;
與處理客戶申請開立及持續操作賬戶有關事宜，包括但不限於透過本港及海外的信貸報告；
- (b) activities relating to purchasing, selling, investing, exchanging, acquiring, holding, disposing of and generally dealing in and with all kinds of investments on behalf of client;
代購買、出售、投資、交易、收購、保管、處置及辦理種投資等有關事宜；
- (c) maintenance of particulars and data in compliance with the statutes and subsidiary legislation which are enacted and effective in HKSAR and Applicable Laws relating to spot diamond trading and transactions and rules and also in compliance with the rules and regulations of Singapore Diamond Investment Exchange (“the Exchange”), and SDiX Depository Pte. Ltd (“the Book Depository”); and
保存有關資料，以符合本港所制訂有關現貨鑽石交易的的條例及附屬規則、以及新加坡鑽石投資交易所私人有限公司(“交易所”)的規則及規例及 SDiX Depository Pte. Ltd (“記賬存管所”)的規則及規例；及
- (d) direct marketing and/or cross-selling of the financial and/or investment products and services provided by the Company and/or any of its direct or indirect holding companies, subsidiaries of such holding companies or affiliated companies (the “Group”) as stated under Paragraph 4 hereinbelow.

在以下第 4 段所述的直接促銷及／或交叉銷售本公司及／或其他任何聯繫公司（“本集團”）的財務及／或投資產品及服務。

- (e) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or that it is expected to comply according to:

履行根據下列適用於本公司被期望遵守的就披露及使用資料的義務、規定或安排:

- (1) any law binding or applying to it within or outside HKSAR existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);

不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律（例如：稅務條例及其有關自動交換財務賬戶資料的條文）;

- (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities within or outside HKSAR existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);

不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導（例如：由稅務局作出或發出有關自動交換財務賬戶資料的任何指引或指導）;

- (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities that is assumed by or imposed on the Company by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority;

本公司因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關承擔或被彼等施加的任何目前或將來的合約或其他承諾;

- (f) complying with any obligations, requirements, policies, procedures, measures or arrangements for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities.

為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排;

2. The Obligation to Provide Personal Data **提供個人資料的責任**

- 2.1 It is obligatory for client to supply the personal data as required by the Company. If client fails to supply the required personal data, the Company may refuse to open or maintain the Account or may refuse to provide services to client.

客戶有責任向本公司提供所需的個人資料。如客戶未有提供所需的個人資料，本公司可拒絕為客戶開立或持續操作賬戶或提供有關的服務。

- 2.2 When providing any personal data to the Company, please ensure that the data is accurate having regard to client's obligations under the Ordinance.

鑒於客戶在條例下的責任，當向本公司提供任何個人資料時，客戶須確認所提供的資料正確。

3. Disclosure of Information

資料的披露

- 3.1 The Company may, as it deems necessary, disclose to its agents or nominees, associates, individuals or corporations dealing with spot diamond trading and the Company's auditors such information as it requires to operate client's account or execute client's orders relating to the activities described in 1(b) above.

本公司如認為有需要，可向處理現貨鑽石交易的代理人或代名人、聯系人、個人或法團及本公司的核數師披露客戶開設賬戶的資料以運作客戶賬戶或執行上述 1(b) 所提及的事宜。

- 3.2 In compliance with any statute and subsidiary legislation which are enacted and effective in HKSAR and/or Applicable Laws relating to spot diamond trading business and transactions and rules and also in compliance with the rules and regulations of the Exchange and the Book Depository, the personal data provided by client may be disclosed to the Exchange and the Book Depository and any financial regulator as defined in the Ordinance, government bodies, other regulatory authorities, individuals or corporations who have the right to such data and information as prescribed by relevant law.

為符合香港及/或適用法律所制訂有關交易所及記賬存管所的規則，客戶所提供的個人資料，本公司可向交易所及記賬存管所，以及財經監管機構，根據有關法律有權查閱該等資料的政府部門，其他監管機構，個人或法團及等披露。

- 3.3 The Company may provide such information to the following parties for the purposes set out in paragraph 1 above:-

本公司可以因上述第 1 段所列的用途而把該等資料提供予下列各方：

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, data processing or other services to the Company in connection with the operation of its business;
就本公司提供行政、電訊、電腦、付款、資料處理或其他有關服務的任何代理人、承辦商或第三方服務供應商；
- (ii) credit reference agencies, and , in the event of default, to debt collection agencies.
信貸資料服務機構；以及在拖欠款項情況下，則可將該等資料提供給追討欠款公司；
- (iii) any third party financial institution, insurers and investment services providers.
任何第三方金融機構、承保人及投資服務供應商。

4. Use Of Data In Direct Marketing

在直接促銷中使用資料

4.1 The Company intends to use the Client's data in direct marketing and the Company requires the Client's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

本公司擬把客人的資料用於直接促銷，而本公司為該用途須獲得客人同意（包括表示不反對）。就此，請注意：

(i) the name, contact details, products and services portfolio information, transaction pattern and behavior, financial background and demographic data of the Client held by the Company from time to time may be used by the Company in direct marketing;

本公司將不時持有客戶的姓名、聯絡資料、財務背景及人口統計數據用於直接促銷；

(ii) the following classes of services, products and subjects may be marketed: financial, investment and related services and products;

可用作促銷下列類別的服務、產品及項目：財務、投資及相關服務與產品；

(iii) the above services, products and subjects may be provided or solicited by the Company and/or any other member of the Group (including but not limited to Fulbright Futures Limited, Fulbright Securities Limited, Fulbright Asset Management Limited, Fulbright Wealth Management Limited and Fulbright Finance Limited);

上述服務、產品及項目或會由本公司及／或任何其他本集團成員（包括但不限於富昌期貨有限公司、富昌證券有限公司、富昌資產管理有限公司、富昌財富管理有限公司及富昌財務有限公司）提供或徵求；

(iv) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph (i) above to all or any of the persons described in paragraph (iii) above for use by them in marketing those services, products and subjects, and the Company requires the client's written consent (which includes an indication of no objection) for that purpose; and

除促銷上述服務、產品及項目之外，本公司亦擬將以上(i)段所述的資料提供予以上(iii)段所述的全部或任何人士，以供該等人士用作促銷該等服務、產品及項目，而本公司為此用途須獲得客戶書面同意（包括表示不反對）；及

(v) the Company will, for gain, receive money or other property in return for providing the data to the other persons in paragraph (iv) above.

本公司為得益將資料提供予以上(iv)段所述其他人士並會獲得金錢或其他財產的回報。

4.2 If the Client does not wish the Company to use or provide to other persons his/her personal data for use in direct marketing as described above, the Client may exercise his/her opt-out right by notifying the Company at any time and without charge.

如客戶不欲本公司如上述將其資料用於或提供予其他人士作直接促銷用途，客戶可隨時通知本公司以行使其拒絕直接促銷的權利，此安排並不收取任何費用。

- 4.3 If the Client opt-out from the Company using or providing the Client's data to other persons for use in direct marketing, please fill out the form in Appendix A and return it to the Company. The Client's request shall apply to all personal account(s) maintained by the Client at the Company.

若客戶不欲本公司將客戶的資料用於或提供予其他人士作直接促銷用途，客戶可填妥附錄甲的表格並交回該表格。此項要求適用於客戶在本公司開設的所有個人賬戶。

5. Access to Personal Data/Opt-out for Direct Marketing
查閱個人資料

- 5.1 In accordance with the terms of the Ordinance, client may request access to the personal data supplied by client and may request the Company to correct any inaccurate data. The Company shall be entitled to charge a reasonable fee for processing of any data access request; and
根據條例的規定，客戶可向本公司要求查閱及更改不正確的個人資料。本公司有權向客戶收取合理費用以便處理有關要求；及

- 5.2 The Client may opt out his/her personal data to be used for direct marketing at any time by giving notice and without charge to the Company and such notice shall take effect upon the expiry of 3 business days from the date of the Company's actual receipt for such notice.
本人／吾等可以隨時在不收費下通知本公司拒絕客戶的個人資料被用作直接促銷之用及該等通知生效日期為以本公司真正收到該等通知後之 3 個營業日起生效。

6. Enquiries
查詢

- 6.1 Enquiries concerning the personal data provided by client to the Company, including the request for access and corrections, should be addressed to:-
如客戶對向本公司提供的個人資料有任何疑問，包括查閱及改正該等個人資料，可致函:-

Data Protection Officer
資料保護主任收

Fulbright Bullion Limited
富昌金業有限公司

香港中環德輔道中 216-220 號三昌大廈 15 樓 01 室

Room No.1, Floor 15, Sam Cheong Building,
216-220 Des Voeux Road Central, Sheung Wan

附錄甲
(Applicable to Personal Customer(s) only)
(只適用於個人客戶)

Direct Marketing- Consent/Opt Out Request Form

直接促銷 — 同意/拒絕要求表格

To: **Fulbright Bullion Limited (“the Company”)**

致：富昌金業有限公司 (“本公司”)

Opt-Out Request:

拒絕要求:

- I/We **do not wish** the Company shall use my/our personal data for direct marketing as stipulated in Personal Information Collection Statement.
- 本人／吾等**不欲**本公司將本人／吾等的個人資料根據個人資料收集聲明所載使用於直接促銷用途。
- I/We **do not wish** the Company to provide my/our personal data to any other persons for their use in direct marketing, whether or not such persons are members of the Group.
- 本人／吾等**不欲**本公司將本人／吾等的個人資料提供予任何其他人士作直接促銷用途，不論該等人士是否本集團成員。
- I/We expressly agree that the Company shall use my/our personal data for direct marketing as stipulated in Personal Information Collection Statement, but I/we **do not wish** to receive any direct marketing materials or messages from the Company via the following channel(s):
- 本人／吾等清楚同意本公司將本人／吾等的個人資料根據個人資料收集聲明所載使用於直接促銷，但本人／吾等**不欲**收到本公司經以下途徑發出的任何直接促銷資料或訊息：
- E-mail, please provide Email Address(es): _____
- 電郵，請提供電郵地址：_____
- Mail, please provide Address(es): _____
- 郵件，請提供地址：_____
- SMS, please provide Mobile Phone number(s): _____
- 短訊，請提供流動電話號碼：_____
- Phone, please provide Phone number(s): _____
- 電話，請提供電話號碼：_____
- Others, please specify: _____
- 其他，請說明：_____

I/We acknowledge that I/we have read the Personal Information Collection Statement as set out in Schedule 1 and agreed to the terms in it. I /We understand and acknowledge that the Company intends to use my/our personal data for direct marketing and the Company may not so use my/our data unless the Company has received my/our consent to such intended use. **I/We expressly acknowledge, confirm and agree that unless I/we decide to opt out the use of my/our personal data for direct marketing as stated above or by giving notice to the Company at any time as stipulated in Personal Information Collection Statement , the Company shall use my/our personal data for direct marketing as stipulated in Personal Information Collection Statement by whatsoever**

channels.

本人／吾等承認已詳閱於附表 1 所載個人資料收集聲明，並完全同意其條款。本人／吾等明白及承認本公司擬把本人／吾等的資料使用於直接促銷及本公司須收到本人／吾等對該資料使用的同意，否則不得如此使用該資料。**本人／吾等清楚明白、承認及同意除非本人／吾等決定如上所述或根據有關個人資料收集聲明所載隨時通知本公司而拒絕該等使用，本公司能將根據個人資料收集聲明所載使用本人／吾等的個人資料以任何途徑於直接促銷。**

Signature(s) of
Customer(s):

客戶有效簽署:

Date:

日期:

Full Name in Block
Capitals:

姓名:

The above options represent the Customer's present choice of whether or not to receive direct marketing contact or information. This replaces any choice previously communicated by the Customer to the Company. Please note that the Customer's above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Notice to Customers relating to the Personal Data (Privacy) Ordinance of the Customer Agreement. Please also refer to the Notice to Customers relating to the Personal Data on the kinds of personal data which may be used in direct marketing and the classes of persons to which the Customer's personal data may be provided for them to use in direct marketing.

以上是閣下目前就是否接收直接促銷聯繫或資訊所作出的選擇，將取代閣下以往曾向本公司表明的選擇。請注意，閣下的以上選擇適用於在關於個人資料(私隱)條例致客戶通知所載的個人資料收集聲明內列明的各類產品、服務及／或項目的直接促銷。此外，請參閱該客戶通知所述哪些個人資料可能會用於直接促銷，以及哪些人士可能會獲提供閣下的個人資料作直接促銷用途。

SCHEDULE 2

附表二

**RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED BY A COMMODITY
BROKER OR SPOT COMMODITY BROKER UNDER THE COMMODITY TRADING ACT
(CHAPTER 48A) [Singapore]**

根據商品交易法 (新加坡法第48A章) 要求商品經紀或現貨商品經紀所提供的風險披露聲明

(The references to “you” below are references to the Client.)

(以下以“你”為客戶的稱號)

FORM 3

表格三

COMMODITY TRADING ACT (CHAPTER 48A)

商品交易法 (第48A章)

COMMODITY TRADING REGULATIONS

商品交易法規則

**RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED BY A COMMODITY
BROKER OR SPOT COMMODITY BROKER
商品經紀或現貨商品經紀所提供的風險披露聲明**

- i. This statement is provided to you in accordance with section 32 (1) of the Commodity Trading Act.

本聲明書是根據商品交易法第32 (1) 條提供。

- ii. The intention of this statement is to inform you that the risk of loss in trading in commodity contracts and in spot commodity contracts can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition.

本聲明書的目的是向你通知商品交易及現貨商品交易風險可能相當鉅大。你應小心考慮該等交易是否適合你的財務狀況。

iii. considering whether to trade, you should be aware of the following:

考慮你是否應該作出交易，你應知悉以下：

- (a) Margin: You may sustain a total loss of the initial margin and any additional margins that you deposit to establish a position or maintain positions in the commodity market or spot commodity market. If the market moves against your positions, you may be called upon to deposit a substantial amount of additional margins, on short notice, in order to maintain your positions. If you do not provide the required margins within the prescribed time, your positions may be liquidated at a loss, and you will be liable for any resulting deficit in your account.

保證金：你可能完全損失因開立或維持商品市場的持倉或現貨商品市場的持倉之開立保證金及任何附加保證金。如市場以你的持倉情況逆轉，你有可能被要求在短時間通知下存入大量附加保證金款項以維持你的持倉。如你未能在指定時間內提供所須保證金，你的持倉可能在損失下的平倉，及你將負責你的賬戶的欠款。

- (b) Liquidation of position: Under certain market conditions, you may find it difficult or impossible to liquidate a position.

持倉的平倉：有些市場狀況，你可能非常困難或不能將持倉的平倉。

- (c) Contingent orders: Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.

備用買賣指示：例如“止蝕”或“限價”指示，將不一定可限制你的損失到預定金額，因市場情況可能不可執行該等指示。

- (d) "Spread" position: A "spread" position may not be less risky than a simple "long" or "short" position.

“差價持倉”：一個差價持倉的風險可能不比簡單“好倉”或“淡倉”少。

- (e) Leverage: The high degree of leverage that is often obtainable, trading in commodity contracts and spot commodity trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.

槓桿：在商品合約及現貨商品交易是高度槓桿化是經常可獲得，因少的保證金如要求便可對你有益或有害。槓桿的使用可以有大的利潤亦可有大的虧損。

- (f) Foreign markets and off-futures exchange transactions: Funds placed with a commodity

broker or spot commodity broker for the purpose of participating in foreign markets, such as the New York Mercantile Exchange or Chicago Board of Trade, may not enjoy the same level of protection as funds placed in commodity markets located in Singapore.

外地市場及場外期貨交易：資金投放於外地市場，如紐約商品交易所或芝加哥期貨交易所，可能不可享受資金投放於新加坡商品市場的同等保障。

- iv. This brief statement cannot disclose all the risks and other significant aspects of the commodity market. You should therefore carefully study trading in commodity contracts and spot commodity trading before you trade.

本簡單聲明書未能披露所有商品市場的風險及主要其他內容。你應在交易前小心研究商品合約及現貨商品交易。

(The Chinese translation in this Schedule 2 is for reference only. The English version shall prevail over Chinese translation.)

(附表二的中文譯本只供參考。以英文本為準)