

KGI Futures (Hong Kong) Limited (“KGI”)
凱基期貨（香港）有限公司（「凱基」）

Supplemental Terms of Service
補充服務條款

The provisions of these Supplemental Terms are in addition to and shall form part of the other terms and conditions governing the dealing in futures contracts services provided or to be provided by KGI to the client from time to time (such other terms and conditions together with these Supplemental Terms together, the “Agreement”). In the event of any inconsistency between any of the provisions hereof and such other terms and conditions, the provisions hereof shall prevail. The English version of these Supplemental Terms shall prevail in case of any discrepancy between the English and Chinese texts hereof.

本補充服務條款的各項規定乃附加於其他適用於凱基不時向客戶提供期貨合約交易服務的其他條款及條件，並構成該等其他條款及條件的一部分（該等其他條款及條件與本補充服務條款，統稱「本協議」）。若本補充服務條款的任何規定與該等其他條款及條件之間有任何不相符之處，概以本補充服務條款的規定為準。本補充服務條款的中、英文版本若有任何歧異，概以英文版本為準。

1. If KGI solicits the sale of or recommends any financial product (i.e. futures contracts as defined under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)) to the client, the financial product must be reasonably suitable for the client having regard to the client's financial situation, investment experience and investment objectives. No other provision of the Agreement or any other document KGI may ask the client to sign and no statement KGI may ask the client to make derogates from this clause.

假如凱基向客戶招攬銷售或建議任何金融產品（即《證券及期貨條例》（香港法例第 571 章）所界定的期貨合約），該金融產品必須是凱基經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他凱基可能要求客戶簽署的文件及凱基可能要求客戶作出的聲明概不會減損本條款的效力。

2. With regard to information provided by the client to KGI, the client agrees and acknowledges the following:

有關客戶向凱基所提供的資料，客戶同意並確認以下各項：

- (a) KGI will keep information relating to the client and the client's account confidential, save where KGI is required to disclose or transfer such information to the relevant exchanges, securities regulators, tax authorities, law enforcement agencies, government agencies, or to any persons whether in Hong Kong or any other jurisdictions outside Hong Kong pursuant to court orders, statutory provisions, rules, regulations, codes, guidelines or other commitments binding on KGI.

凱基將對客戶及客戶帳戶的有關資料保密，除非凱基根據法院命令、法律條文、規則、規例、守則、指引或其他對凱基具約束力的義務，須將該等資料披露或轉移予有關的交易所、證券監管機構、稅務機關、執法機構、政府部門或在香港或香港以外司法地區的任何人士。

- (b) The client shall ensure all information provided to KGI from time to time shall be true, complete and accurate and not misleading. The client undertakes to inform KGI promptly in writing if any information provided to KGI from time to time is changed or becomes untrue, incomplete or misleading. The client further undertakes to respond promptly to any request from KGI for provision of information relating to the client and the client's account.

客戶須確保不時向凱基提供的所有資料皆為真實、完整及準確的及沒有誤導性。客戶承諾假若任何不時向凱基所提供的資料有所變更或變為不真實、不完整或具誤導性，客戶將會盡快以書面方式通知凱基。客戶亦承諾於凱基要求提供關於客戶及客戶帳戶資料之時，客戶將盡快作出回應。

- (c) Where any information provided by the client to KGI relates to any third parties, the client confirms that such third parties whose information has been provided to KGI have been notified and consented to the disclosure or transfer of their information by KGI in the manner described in Clause 2(a) above.

若客戶向凱基提供的任何資料與任何第三者有關，客戶確認該等第三者已獲通知及同意凱基可根據上述第 2(a) 款的做法披露或轉移該等資料。

- (d) Where the client fails to provide any information reasonably requested by KGI or the client and/or the relevant third parties withhold or withdraw any consent that KGI needs to disclose or transfer the information in the manner described in Clause 2(a) above, KGI may be unable to provide any new or continue to provide all or part of the services to the client and reserves the right to terminate the relationship with the client. In addition, if the client fails to supply promptly the documentation and information relating to client's or any relevant third party's tax status/residency as may be reasonably requested by KGI, KGI may make its own judgment with respect to the client's or the relevant third party's tax status/residency including whether the client or the relevant third party is reportable to any tax authority whether in Hong Kong or any other jurisdictions outside Hong Kong.

若客戶未能提供任何凱基合理地要求的任何資料或客戶及／或有關第三者拒絕或取消任何凱基根據上述第 2(a) 款的做法披露或轉移有關資料所需的同意，則凱基或不能向客戶提供任何新的或繼續提供所有或部分服務，而據此凱基保留權利終止與客戶的

關係。同時，若客戶未能盡快提供凱基合理地要求並與客戶或有關第三者稅務狀況／居民身分有關的文件及資料，則凱基可就客戶或該等第三者稅務狀況／居民身分的問題自行作出判斷，包括客戶或有關第三者是否須被申報予無論是在香港或香港以外任何其他司法管轄區的任何稅務機關。

3. A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of the Agreement, save that any of the existing or future affiliated companies of KGI or any of the respective successors and assigns of any such affiliated company may rely on and enforce any such term which confers or purports to confer rights or benefits on any such person or entity.

並非本協議方的任何人士均沒有權利按照《合約（第三者權利）條例》（香港法例第 623 章）執行本協議的任何條款或享有本協議的任何條款下的利益，惟凱基現在或將來的相關聯公司或該等相關聯公司各別的任何繼任人及承讓人則可依賴及執行本協議中任何賦予或本意是賦予該人士或實體權利或利益的條款。

AGREED AND SIGNED by:

同意及簽署

Client's Signature(s) 客戶簽署

Client Name(s):

客戶名稱

Date:

日期