



KGI Futures (Hong Kong) Limited
凱基期貨（香港）有限公司

Supplemental Terms of Services 補充服務條款

These supplemental terms of services shall be supplemental to and form part of the terms and conditions of the Client Agreement governing the futures and options trading and related services provided by KGI Futures (Hong Kong) Limited (“KGI”) (as supplemented or amended from time to time) with effect from 23 February, 2024. Terms used but not defined herein shall, unless otherwise required in the context of this Supplement, have the same meanings as in the Client Agreement.

此等補充服務條款於 2024 年 2 月 23 日起乃附加於凱基期貨（香港）有限公司（「凱基」）所提供的期貨及期權買賣及有關服務的客戶協議的條款及條件（經不時補充或修訂），並構成該等條款及條件的一部分。除非本補充服務條款另有定義，否則此處使用但未定義的用語應具有與客戶協議中相同的含義。

1. KGI shall be entitled to engage or act through any executing or clearing broker, Correspondent Broker or custodian whether in or outside of Hong Kong (including any broker, Correspondent Broker or custodian who is related to or associated with it) for the purpose of carrying out any instructions given by the Client under the Client Agreement. Any such broker, Correspondent Broker or custodian will be appointed on such terms and conditions as that broker, Correspondent Broker or custodian may require. KGI shall not be responsible for the non-performance of its obligations under the Client Agreement by reason of the failure of any such broker, Correspondent Broker or custodian to perform its duties and obligations.

凱基有權聘用任何在香港境內或境外地區的執行或結算經紀、代理經紀或託管人（包括與凱基有關或關連的任何經紀、代理經紀或託管人）或通過該等經紀、代理經紀或託管人行事，以執行客戶根據客戶協議發出的任何指示。任何該等經紀人、代理經紀或託管人將根據該等經紀人、代理經紀或託管人可能要求的條款和條件被聘用。凱基對因任何該等經紀、代理經紀或託管人未能履行其職責及義務而導致凱基未能履行其在客戶協議下的責任概不負責。

When the Client gives an instruction to KGI to execute and/or clear a Contract, that Contract may be executed and/or cleared through any such executing or clearing broker or Correspondent Broker who will (subject to any contrary agreement) act as the Client’s sub-agent, pursuant to arrangements which KGI at its absolute discretion may make from time to time, to provide execution and/or clearing services. All references in the Client Agreement to execution and/or clearing of Contracts by KGI as the Client’s agent shall be construed accordingly.

當客戶向凱基發出執行及/或結算合約的指示時，該合約可透過任何該等執行或結算經紀或代理經紀（受限於任何相反協議）作為客戶的分代理執行及/或結算合約，該等經紀或代理經紀將根據凱基按其絕對酌情權不時作出的安排提供執行和/或結算服務。故凡客戶協議內提述凱基作為客戶代理執行及/或結算合約須據此進行解釋。

The Client agrees that in the absence of any gross negligence or wilful default on the part of KGI, KGI shall not be liable to the Client in respect of any losses, damages, liabilities, costs or expenses (including but not limited to those in respect of any monies or other property of the Client held or maintained by the executing or clearing broker, Correspondent Broker or custodian) suffered or incurred by the Client arising out of or in connection with any act, omission, breach, default or insolvency on the part of the executing or clearing broker, Correspondent Broker or custodian.



客戶同意，在凱基並無重大疏忽或故意失責的情況下，凱基對客戶概不負責任何客戶因執行或結算經紀人、代理經紀或託管人的任何行為、不作為、違約或破產而遭受或招致的損失、損害、責任、成本或開支（包括但不限於由執行或結算經紀、代理經紀或託管人持有或維持的任何客戶的款項或其他財產）。

2. The Client's rights to assets held by KGI in KGI's omnibus account with a clearing house may be subject to KGI fulfilling its obligations to the clearing house, which may be further subject to KGI's other clients fulfilling their obligations to it, despite the fact that the Client did not default on his or her obligations to KGI.

客戶能否享有其對持有在凱基於某結算所開立的綜合戶口內的資產的權利，可能取決於凱基能否向該結算所履行其責任，而凱基能否履行其責任可能進一步取決於它的其他客戶能否向凱基履行他們的責任，儘管事實上該名客戶並無違反其對凱基負有的責任。

3. The Client's rights to assets held by KGI in KGI's omnibus account with an executing or clearing broker or Correspondent Broker may be subject to KGI, KGI's other clients, the executing or clearing agent or Correspondent Broker or their agents, and other clients of the executing or clearing agent or Correspondent Broker or their agents fulfilling their obligations to their counterparties, despite the fact that the Client did not default on his or her obligations to KGI.

客戶能否享有其對持有在凱基於某執行或結算經紀或代理經紀開立的綜合戶口內的資產的權利，可能取決於凱基、凱基的其他客戶、該執行或結算經紀或代理經紀或其代理人，以及該執行或結算經紀或代理經紀或其代理人的其他客戶能否向它們的對手方履行其責任，儘管事實上該名客戶並無違反其對凱基負有的責任。

4. The Client acknowledges that in conducting transactions in a futures market outside Hong Kong, brokers, Correspondent Brokers, custodians, counterparties and Exchanges which are outside of Hong Kong are not subject to the regulation of the Securities and Futures Commission of Hong Kong and may be subject to laws and regulations which may be different from the SFO and the rules and regulations made thereunder and consequently, the Client may not enjoy the same protection as that conferred on trading in a Hong Kong futures market.

客戶確認在香港以外地方的期貨市場進行交易，海外經紀、代理經紀、託管人、對手方及交易所不受香港的證券及期貨事務監察委員會所規管及可能受到有別於《證券及期貨條例》及據此訂立的規則和規例的法律及規例所規管，而因此客戶可能無法享有在香港期貨市場進行交易所獲賦予的相同保障。

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:

(The English version of this document shall prevail in case of any discrepancy between the English and Chinese texts hereof. 本文件的中、英文版本若有任何歧義，概以英文版本為準。)

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