

## **ORDER ROUTING SYSTEM - TERMS AND CONDITIONS OF USE**

We are pleased to provide you access to order routing software and system (together with all enhancements we may provide you from time to time, herein the "**Service**") as stated in your Acceptance Letter, subject to these Terms and Conditions, including all Attachments hereto (herein the "**Terms**"). By use of the Service, you acknowledge and agree to the following herein, "GTJAF", "we", "our" or "us" shall mean Guotai Junan Futures (Hong Kong) Limited. "System Vendor" shall mean the party named as such in the Acceptance Letter.

1. Limited Right. Subject to these Terms, you are hereby granted a limited, non-transferable, non-exclusive and non-assignable right to use the Service. You may not use the Service, except as provided herein, and may not reverse engineer, copy, alter, disclose, distribute, transmit, transfer, rent, deploy to, modify, sell or dispose of the Service (including any computer hardware or software provided therewith and any data transmitted by the Service), or any part thereof, on a permanent or temporary basis.
2. Acting as Principal or Disclosed Agent. You warrant that you are entering into these Terms as principal and that you are not acting as agent (or trustee) for any third party, unless otherwise disclosed to us in your Acceptance Letter.
3. Your Responsibility for Use of the Service. You accept all responsibility for your selection and use of the Service, and for any trading or other decisions made by you (including but not limited to, by your employees or authorized agents on your behalf) based on its use. You are responsible for providing and maintaining the means by which you access the Service, including without limitation, a personal computer, modem and telephone or other access lines. When using the Service you must:-
  - (a) ensure that such Service is maintained in good order and is suitable for use; and
  - (b) run such tests and provide such information to us and/or to System Vendor as we or the System Vendor shall reasonably consider necessary to establish that the Service satisfies the requirements notified by us and/or the System Vendor to you from time to time.
4. Risk Acknowledgement. There are significant risks in trading through a system, which is serviced by means of computer and telecommunication systems. Your access to the Service cannot be assured in all circumstances because of errors and malfunctions, including, without limitation, errors in computer programs and telecommunication system. These errors may result in, among other things, a delay in telecommunications services to the user, interrupted service, faults, inaccuracies in the provision of service or inaccuracies in general. You hereby represents and declares that you understands and accept the following risks associated with trading using the Service:-
  - (a) that electronic trading and order routing systems differ from trading open outcry pit trading, and that Transactions undertaken using an electronic system are subject to the rules and regulations of the exchange(s) offering the system and/or listing the contract. In this connection, you hereby undertakes, prior to engaging in such Transactions to familiarize yourself with, and from time to time to keep yourself updated on, the rules and regulations of the relevant exchange(s) offering the system and/or listing the relevant futures contracts, and to understand, among other things, the system's order matching procedure, opening and closing procedures and prices, error trade policies and trading limitations or requirements; and
  - (b) trading through an electronic trading or order routing system exposes you to risks associated with system or component failure. Such system or component failure may result in the inability to enter new Orders, execute existing Orders, or modify or cancel Orders previously entered, as well as a loss of Orders or order priority. The Service is not our proprietary system and has been licensed to us directly or indirectly by the System Vendor. Accordingly, we do not in any way endorse or recommend the Service, and your use of the Service is at all times by your own choice and is at your own risk.
5. Use the Service subject to compliance with applicable Laws and Regulations. You agree to identify to us the physical location(s) where you or any of your employees or authorized agents may access the Service prior to any such access. You warrant and represent that you are authorized to use the Service in such jurisdiction(s), and that you will comply with all applicable laws, regulations, rules and customs (including all relevant trading rules), including but not limited to exchanges' request for information (herein "**Application Laws**"). You shall be responsible for obtaining from the appropriate authorities, including but not limited to exchanges, all authorizations necessary to conduct your business and, if needed, to use the Service. You agree that only employees or authorized agents on your behalf who are qualified (that is to say including but not limited to, not subject to any action that would prevent them or prohibit them from using an order routing system to access the exchange(s)) and duly authorized by you (collectively, "**Authorized Users**") shall have access to the Service in person, and you agree to notify us of any modifications to the Authorized Users' list. You agree to ensure that these Terms are communicated and adhered to by all Authorized Users. You will ensure that all Authorized Users are given

adequate training in the use of the Service as well as Applicable Laws. We are under no obligation to provide you or your Authorized Users training or assistance in relation to your use of the Service or in relation to the use or installation of any software necessary to use the Service. In the event that we decide, in our discretion, to provide any training or assistance (including, for example, providing you with a user guide or access to a simulated market) such training or assistance will be provided at your sole risk and we shall have no liability to you in the event that you suffer any loss, whether in contract, tort or negligence either directly or indirectly, arising out of such training. You undertake and agree to comply with the System Vendor's and with GTJAF's procedures and policies as provided to you from time to time. You warrant and represent that you are accessing and agreeing to these Terms in a language that permits them to be enforced against you in your jurisdiction without translation into another language. You agree that, except as otherwise prohibited by law, the English-language version of these Terms governs in case of a conflict with any version translated into another language for your convenience. You agree that you will provide reasonable assistance to GTJAF in the event of an inquiry or an investigation instigated by either the exchange(s) or regulator(s). You agree to promptly notify GTJAF of any (actual or envisaged) breach by any of the Authorized Users of any of the obligations described here above. You further agree to notify GTJAF if the above representations are no longer valid.

6. Electronic Trading/Exchanges. You understand and agree that, depending on the jurisdiction where you access the Service, not all exchanges, products or features of the Service may be made available to you, if prohibited by local law or otherwise. In addition, not all exchanges provide electronic trading and order matching systems (collectively, "ETS"). Your orders on the Service may be handled at least in part on a manual basis for both exchanges that maintain and do not maintain an ETS. To the extent an order you place may be executed on more than one facility of an exchange (including an ETS), you agree that we will always endeavor to route your order in the first place to the ETS, but may route it as we deem appropriate, in accordance with applicable law.
7. Placing of Orders. If you submit an order via the Service in error and wish to withdraw that order we may, so far as is reasonably practicable, provide assistance to you to enable you to do so. However, we accept no responsibility for ensuring that such an order is withdrawn and you shall be responsible for any transaction that arises in circumstances where it is not convenient or not possible to withdraw an order made by you. We shall only be responsible for the execution of orders in circumstances where you have received a notification generated by us or the relevant exchange (as appropriate) to the effect that your order has been received by that exchange. Any such notification shall be deemed to have been received by you when the same is issued by us and you shall be bound thereby notwithstanding that such notification may not have actually been received by you for any reason whatsoever. You will bear the risk of any order which has been inaccurately or erroneously transmitted or which has been lost during transmission, for any reason whatsoever (including, but not limited to malfunctions of the Service). You further acknowledge and accept at that the display of any real time price, charts or historical information are given as a reference and do not necessarily constitute an accurate or comprehensive reflection of the market conditions. Therefore, the price at which we are willing to transact may be different from the price displayed on the screens.
8. Login Names and Passwords. In connection with the Service, we may give you a Login Name(s) and/or Trader Identification(s) (collectively, "Login Name(s)") and Password(s). Alternatively you may be given a Login Name(s) and Password(s) by our broker or the System Vendor. You accept full responsibility for the use and protection of this Login Name(s) and Password(s). You agree that we are unable to know whether someone other than you is accessing the Service when using your Login Name(s) and Password(s). It is your obligation to maintain your Authorized Users' access to the Service confidentially. We are not liable for the use of your Login Name(s) or your Password(s) by any person(s) other than you, except to the extent that we directly and negligently have made such Login Name(s) and Password(s) available to an unauthorized person(s). Except as provided herein, you agree that you are solely liable for the use of the Service by anyone accessing it with your Login Name(s) and Password(s). If you are provided a Login Name(s) and Password(s) by the System Vendor you agree to notify GTJAF in writing of all Authorized Users by giving their Login Name(s) and any and all subsequent modifications you may make to such Login Name(s) prior to placing your first order through the Service. In the event that this has not been done before a new order has been received by us, the order may not be accepted by us and the transaction may not be executed.
9. Risk Reduction Measures. You agree to make yourself familiar with all features of the Service that are designed to help minimize your risk of inadvertent or incorrect order execution, and you acknowledge that you have knowingly implemented or not implemented such features, as the case may be, and agree to the resulting level of protection you may have. You agree that in connection with your use of the Service, we may assign limits or restrictions that may be smaller or more onerous than limits or restrictions in your Client or Execution Agreement with us. You will not place orders that cause you to violate such limits. We reserve the right to reject or block any trade through the Service in excess of any limit you may have with us hereunder or under the Client or Execution Agreement. You further agree that any order placed using the Service may be modified at the request of the exchange.
10. Fees. You agree that we may charge you subscription, service, use, training, and/or other fees in connection with the Service as specified in the Acceptance Letter, and you agree to pay such charges promptly, upon invoice (by no later than fifteen (15) business days) net of any taxes. If you maintain a clearing account with us, you hereby authorize us to debit

your account for any amount you owe us as provided in these Terms, including Market Data Fees as described in paragraph 11.

11. Provision of Data. You agree that in providing you the Service, the System Vendor or we, may provide you with data and other information (collectively, "**Data**") that the System Vendor or we will obtain from third party data providers, including but not limited to various exchanges. In connection therewith, you agree to use the Data solely for the purpose of your own trading, and not to copy, process, store, re-sell or otherwise redistribute the Data to any other person, company or entity, by any means, or to make the Data available to any third person. To the extent you have entered into a separate agreement with the System Vendor or third party data provider, terms therein that conflict with these Terms will take priority between you and the System Vendor or such third party. You agree to comply with all requirements of the System Vendor, the exchanges and of all third party data providers, including paying such fees and charges (collectively, "**Market Data Fees**") as we or the System Vendor may assess on their behalf and to authorize the System Vendor, any relevant exchange, or us to access your premises where the Service is used, for the purpose of any audit or review in connection with the use of the Service and the distribution of Data.
12. Provision of Connectivity Services. You agree that in providing the Service, we may provide you connectivity through a network ("**Network**") provided by a third party ("**Network Provider**") at your own costs and risks.
13. No Property Rights. You agree that you are not acquiring any intellectual property rights in the Service, Network or any Data provided thereto and that:-
  - (a) the intellectual property rights in the Service are held by the System Vendor;
  - (b) the intellectual property rights in the Network are held by the Network Provider; and
  - (c) the intellectual property rights in the Data are held by exchanges and/or other third party data providers that maintain a proprietary interest in the Data they provide.

You agree not to delete any copyright notices or other indications of protected intellectual property related to the Service, Network or Data. The Service may include software provided by third parties. If necessary, you agree to sign a separate software license agreement with such third parties.

14. EXCLUSION OF WARRANTY. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, NETWORK AND DATA, AS APPLICABLE, IS AT YOUR SOLE RISK. NEITHER GTJAF, THE NETWORK PROVIDER, THE SYSTEM VENDOR, NOR GTJAF'S, THE NETWORK PROVIDER'S OR THE SYSTEM VENDOR'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INFORMATION PROVIDERS, LICENSORS, VENDORS OR OTHER SUPPLIERS (COLLECTIVELY, THE "**ENTITIES**") PROVIDING THE SERVICE, NETWORK, DATA, OR OTHER SERVICES WARRANT THAT THE SERVICE, NETWORK OR DATA WILL BE UNINTERRUPTED, ERROR OR VIRUS FREE; NOR DO ANY OF THE ENTITIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, NETWORK OR DATA, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, RELIABILITY, CONTENT OR USEFULNESS OF THE SERVICE, NETWORK OR DATA, OR WITH RESPECT TO THE SOFTWARE PROVIDED AS PART OF THE SERVICE. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE ENTITIES MAKE NO REPRESENTATIONS AND WARRANTIES AS TO OPERATION OF THE SERVICE IN COMBINATION WITH ANY OTHER SOFTWARE OR HARDWARE. THIS PROVISION SHALL NOT BE AFFECTED BY THE TERMINATION OF THESE TERMS.
15. DISCLAIMER. YOU ACCEPT THE SERVICE, NETWORK AND DATA, AS APPLICABLE "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS. YOU AGREE THAT ANY DATA PROVIDED IS FOR INFORMATION ONLY AND IS NOT INTENDED AS AN OFFER OR SOLICITATION WITH RESPECT TO THE PURCHASE OR SALE OF ANY SECURITY OR COMMODITY AND THAT THE DATA SHOULD NOT SERVE AS THE BASIS FOR ANY INVESTMENT DECISION.
16. Service or Network Suspension. We reserve together with the System Vendor and the Network Provider the right to discontinue providing or to amend the Service or Network, if applicable, at any time. We may do this because, among other reasons, you breach these Terms or any other agreements between GTJAF and the Client, or we deem it necessary in response to an action(s) by an exchange. Because of this and because the Service and/or Network may be temporarily unavailable from time to time (see, for example, paragraph 4, herein), you agree to maintain an alternative method(s) to receive data, to convey orders and to receive reports of fills or unables. You agree that we have no obligation to continue to support or make available to you the Service, Network or Data, at all or in any particular form, at any time.
17. NO LIABILITY FOR PUNITIVE OR CONSEQUENTIAL DAMAGES. NONE OF THE ENTITIES SHALL EVER BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS(ES) OR DAMAGE(S), INCLUDING LOSS OF

BUSINESS, PROFITS OR GOODWILL AS A RESULT, DIRECTLY OR INDIRECTLY, OF YOUR USE OF THE SERVICE, NETWORK OR DATA (IF SUCH BROAD EXCLUSION FROM LIABILITY IS EXPRESSLY PROHIBITED BY LOCAL LAW, THEN WE SHALL ONLY BE LIABLE FOR LOSSES ATTRIBUTABLE TO OUR GROSS NEGLIGENCE OR INTENTIONAL WRONG DOING). THE MAXIMUM DAMAGES YOU MAY RECOVER AGAINST ANY AND ALL OF THE ENTITIES, IN AGGREGATE, AS A RESULT OF ANY CLAIM RELATED, DIRECTLY OR INDIRECTLY, TO YOUR USE OF THE SERVICE, NETWORK OR DATA SHALL BE LIMITED TO THE GREATER: OF ANY AMOUNT WE HAVE CHARGED YOU EXCLUSIVELY FOR THE SERVICE, NETWORK OR DATA DURING THE PRIOR THIRTY (30) DAYS (NET OF OUR PAYMENTS TO THIRD PARTIES) OR, THE AMOUNT OF OUR COMMISSIONS FOR THE TRANSACTIONS INVOLVED IN ANY DISPUTE REGARDING THE SERVICE, NETWORK OR DATA. YOUR AGREEMENT TO THIS RESTRICTION CONSTITUTES MATERIAL CONSIDERATION TO INDUCE US TO PROVIDE THE SERVICE, NETWORK AND DATA TO YOU AND ALL THE ENTITIES ARE INDIRECT BENEFICIARIES OF YOUR AGREEMENTS AND REPRESENTATIONS HEREUNDER. THIS PROVISION SHALL NOT BE AFFECTED BY THE TERMINATION OF THESE TERMS.

18. Other Agreements. These Terms shall be considered supplementary to your Client Agreement for Derivatives Trading ("**Derivatives Trading Client Agreement**") with us (if you are a clearing client), or your International Uniform Brokerage Execution Services ("Give-up") Agreement or equivalent written agreement (collectively, "**Execution Agreement**") with us, if you have no Derivatives Trading Client Agreement. In case of a conflict between a provision in these Terms and your Client or Execution Agreement with us related to your use of the Service, the provision in these Terms shall prevail.
19. Privacy. You understand and agree that information regarding your account with us and your orders may be shared with our brokers, other fellow subsidiaries of GTJAF or their successors or assigns (collectively, "GTJA Group Companies"), and with the System Vendor and the Network Provider, for processing, risk, audit or credit functions. Information regarding your account and orders may also be shared with third parties other than GTJA Group Companies, the System Vendor or the Network Provider in case of litigation or dispute, as a result of applicable law to legal process. GTJA Group Companies, the System Vendor, The Network Provider and such third parties may be located outside Hong Kong and may not have equivalent laws as Hong Kong regarding personal data protection or privacy, giving you the right to access personal data and to correct it. You agree that we are not liable for the unintended interception by third parties of data or other information that you send to us or that we send to you, using the Service. We reserve the right together with the System Vendor and the Network Provider to monitor and to retain records related to your use of the Service.
20. Governing Law. These Terms are governed by the laws as specified in your Acceptance Letter without giving effect to conflicts of law provisions, and all disputes shall be resolved by the forum as specified in your Acceptance Letter.
21. Irregularities or Problems. You agree immediately to report to us any irregularities, defects or problems (including attempted seizure by any authority) that you experience with the Service, or the loss, theft or unauthorized use of any security features (including your Login Name(s) or Password(s)) by calling the Client Support Hot Line(s) at the number as communicated to you from time to time. We reserve the right to refer you or your call to a third party, notably but not limited to the System Vendor, the Network Provider or any exchange.
22. Term and Termination. These Terms shall be effective as of the date specified in your Acceptance Letter, and shall continue for the period of time as stated in your Acceptance Letter. Subsequently, it shall automatically renew by one-year periods. You may permanently withdraw from using the Service and terminate these Terms upon written notice to us received one (1) month prior to the anniversary date of these Terms. We may terminate these Terms by giving you one (1) month written notice. We may terminate these Terms unilaterally and with immediate effect upon notice to you in the event of material breach by you of these Terms or if our ability to authorize your use or your authorized agent(s)' use of the Service, is terminated by the System Vendor for any reason. Upon Termination of these Terms you will continue to be liable for any costs of the Network we may have provided to you upon your request to access the Service and the costs of the Service charged by the System Vendor. Upon termination of these Terms, you shall cease to use the Service, and upon our request you shall return to us or destroy, all software, all security features and documentation we may have provided you with, in connection with the Service and shall provide to us upon our request a written statement certifying you have satisfied to your obligations hereunder. Termination of these Terms or of your use of the Service for any reason shall have no impact on our rights or your obligations under the Client or Execution Agreement you maintain with us. The termination of your Client or Execution agreement ends these Terms automatically.
23. Confidentiality. On occasion we may provide you with non-public and proprietary information related to the Service, its documentation and its updates, in such instances you agree to maintain such information confidentially and to apply in relation thereto the same standard than those, which you apply to your own proprietary confidential information.
24. Indemnity. You agree to indemnify and hold the Entities harmless against any and all costs of any kind the Entities may sustain due to:-
  - (a) any breach by you of these Terms including any representation or warranty hereunder; or
  - (b) any claim related to or arising out of a financial transaction commenced by any third party against us based on your

use of the Service, unless such claim is caused by GTJAF's gross negligence or willful misconduct; or

- (c) our early termination of these Terms because of your breach of any provision hereunder or because our license with the System Vendor is terminated; or
- (d) your early termination of these Terms for any reason.

You agree that your violation of one or more terms of these Terms may cause irreparable harm to the Entities, which may not be adequately compensated by money damages alone. As a result, in connection with an allegation of your breach of these Terms, you authorize all or any of the Entities to seek equitable relief, including an injunctive or restraining order, prohibiting you from violating these Terms.

- 25. Captions, Amendments and Waiver. Captions in these Terms are for ease of reference only and do not form part of these Terms. You agree that we may amend these Terms by giving you not less than ten (10) business days notice either in writing or by electronic communications or otherwise and that such amendment will become effective on the date specified in the notice. Without prejudice to the foregoing, we may regard your continued use of the Service as your formal acknowledgement and acceptance to such amendments. In case of inconsistency, the amended version of the Terms shall prevail over these Terms. We shall not be bound by waivers or modifications of any of these Terms, unless we consent to such waivers or modifications in writing (as evidenced by the signature of an authorized officer).
- 26. Force Majeure. We shall not be in default if failure to perform any of our obligations hereunder is caused solely by supervening conditions beyond our reasonable control, including acts of God, civil commotion strikes, labor disputes, wars, and terrorist activity or governmental demands or requirements.
- 27. Assignment. You agree that you may not assign, transfer or subcontract these Terms or any rights and obligations hereunder to any third parties without our prior written consent.



Date 日期: \_\_\_\_\_

[Name and address of the Client 客戶名稱及地址]

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

**Re: ORDER ROUTING SYSTEM TERMS AND CONDITIONS OF USE**

**買賣盤傳遞系統之使用條款及細則**

Dear Client 尊敬的客戶,

We are pleased to provide you with a service that would enable you to access to our Order Routing System as described below (herein the "Service") subject to the Terms and Conditions of Use (including any subsequent amendments thereto as may be notified to you from time to time), attached hereto which are incorporated by reference to this Acceptance Letter.

根據本接受函件隨附以作參考之使用條款及細則（包括本公司其後可能不時通知閣下之任何修訂），本公司欣然向閣下提供下述使用買賣盤傳遞系統之服務（以下簡稱為「服務」）。

In addition to the Terms and Conditions of Use, you hereby agree to the following:

除使用條款及細則外，閣下謹此同意：

1. We are providing you access to the following order routing system licensed to us by our broker and/or the named System Vendor:

本公司批准閣下使用由本公司經紀及/或下列系統供應商特許授權本公司使用之下列買賣盤傳遞系統：

System Name 系統名稱: \_\_\_\_\_

System Vendor 系統供應商: \_\_\_\_\_

2. For purposes of these Terms and Conditions of Use, the terms "Client" "you" and "your" mean \_\_\_\_\_ [Name of Client].

就該等條款及細則之目的而言，「客戶」、「閣下」或「閣下的」均指\_\_\_\_\_ [客戶名稱]。

3. For purposes of these Terms and Conditions of Use, the terms "GTJAF" means Guotai Junan Futures (Hong Kong) Limited with its registered office located at 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong.

就該等條款及細則之目的而言，「國泰君安期貨」指國泰君安期貨（香港）有限公司，註冊辦事處位於香港皇后大道中 181 號新紀元廣場低座 27 樓。

4. You are executing these Terms and Conditions of Use as principal (or as an authorized officer acting on behalf of a principal), unless specified otherwise below:-

You are the agent of \_\_\_\_\_ (the "Principal")

As Agent for the Principal, you shall upon request provide us with evidence of your authority powers to enter into this Agreement on behalf of the Principal in a form acceptable to us.

閣下為執行該等條款及細則之主事人（或代表主事人之授權人），惟下文指明者除外：

閣下為下列主事人的代理人：\_\_\_\_\_。

作為客戶之代理人，閣下須在本公司提出要求時以本公司接受之形式，向本公司提供閣下獲授權代表主事人簽訂本協議之證明。

5. In consideration of GTJAF providing you the Service, you agree that you will use the Service to the extent that the a minimum commission will be generated from derivatives trading orders placed with us:

作為國泰君安期貨向閣下提供服務之代價，閣下同意，閣下向本公司所下之期貨交易買賣盤之最低佣金：

In addition, if applicable, the Client shall also be liable for the Market Data Fees (as defined in the Terms and Conditions of Use).

除上述外，客戶亦須承擔市場數據費（定義見使用條款及細則）（若適用）。

6. This Agreement shall be effective as of \_\_\_\_\_[day, month, year] and shall terminate at the earlier of:-

- (a) when any other agreements between you and GTJAF are terminated resulting in GTJAF being unable to continue to offer the Service to you;
- (b) upon 1 month notice by GTJAF to you terminating the Service; or
- (c) upon any premature termination of the license granted by our broker and/or the System Vendor to GTJAF for use of the System, or any other permanent suspension by our broker and/or the System Vendor of the same, whether or not in accordance with the terms and conditions of that license.

本協議將於\_\_\_\_\_ [日，月，年]起生效，並於下列時間之較早者終止：

- (a) 閣下與國泰君安期貨簽訂之任何其它協議被終止，而導致國泰君安期貨不能繼續向閣下提供服務；
- (b) 國泰君安期貨提早一個月通知閣下終止服務；或
- (c) 本公司的經紀及/或系統供應商提早終止國泰君安期貨之系統使用授權，或任何其他相同性質之永久性終止，而無論該等終止是否符合該特許授權之條款及細則。

7. The construction and interpretation of this Acceptance Letter and the Terms and Conditions of Use shall be in accordance with the same substantive law(s) as are specified in the Derivatives Trading Client Agreement or the Execution Agreement (as defined in the Terms and Conditions of Use), as the case may be, to be the applicable law(s) to it, and all disputes as may arise in connection with this Letter of Acceptance or its performance shall be resolved in such manner and before such tribunal as provided in such agreement. In the event that the Derivatives Trading Client Agreement or the Execution Agreement has not specified any applicable laws, or has not specified the applicable laws in a way that would exclude the laws of the Hong Kong Special Administrative Region from being applicable, the laws of the Hong Kong Special Administrative Region shall apply to the construction and interpretation of this Acceptance Letter and the Terms and Conditions of Use. Whenever the laws of Hong Kong shall apply to this Letter of Acceptance or the Terms and Conditions of Use, Client and GTJAF shall submit to the non-exclusive jurisdiction of the Court of Hong Kong.

本接受函件以及使用條款及細則應根據衍生產品客戶協議或執行協議（定義見使用條款及細則）所指定，或將會成為適用法律（視情況而定）之相同實質法律詮釋及理解，因本接受函件或其履行而招致之所有爭議須先以該等協議規定之方式解決，不能解決者須提交該等協議規定之法庭審理。倘客衍生產品戶協議或執行協議並無指定適用法律，或並無以豁除香港特別行政區法律作為適用法律之形式指定適用法律，則本接受函件以及使用條款及細則須根據香港法律詮釋及理解。在香港特別行政區法律適用於本接受函件或使用條款及細則之情況下，客戶及國泰君安期貨須接受香港法院的非專屬司法管轄。

8. In the event that there is inconsistency between the English version and the Chinese version of this Acceptance Letter, the English version shall prevail.

如果本協議的中英文版本之間存在差異，以英文版本為準。

9. Unless expressly stated to the contrary, all terms used in this Acceptance Letter shall have such meaning as defined in this Acceptance Letter.

除非另有訂明者外，本接受函件所用之所有詞語應與本接受函件中所界定者具有相同涵義。

Please return the enclosed duplicate of this Acceptance Letter, duly executed by you or your authorized signatory to the address specified in paragraph 3.

在不限制上述之一般性的前提下，閣下確認已閱讀、理解並同意接受本接受函件及使用條款及細則（連同如本函件所述不時作出之修訂）之約束，以及下列人士為客戶之授權簽署人。

**ACCEPTED AND AGREED 接受及同意**

Without limiting the generality of the foregoing, you confirm that you have read, understand, and agree to be bound by this Acceptance Letter and the Terms and Conditions of Use as amended from time to time, as provided therein, and the below person is an authorized signatory of the Client.

在不限制上述之一般性的前提下，閣下確認已閱讀、理解並同意接受本接受函件及使用條款及細則（連同如本函件所述不時作出之修訂）之約束，以及下列人士為客戶之授權簽署人。

Signature 簽名: \_\_\_\_\_

Name of Client 客戶姓名: \_\_\_\_\_

Title 職銜: \_\_\_\_\_

Date 簽署日期: \_\_\_\_\_